



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

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ACAA Approved  
 12/09/2019

**Minutes of the Regular Meeting of the Albany County Airport Authority**

**October 7, 2019**

Pursuant to notice duly given and posted, the regular meeting of the Albany County Airport Authority was called to order on Monday, October 7, 2019 @ 11:30 a.m. in the 3<sup>rd</sup> 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.  
 Steven H. Heider  
 Kevin R. Hicks  
 Samuel A. Fresina

**MEMBERS ABSENT**

**STAFF**

John A. O'Donnell  
 Michael F. Zonsius  
 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  
 Sari O'Connor, Pending New Board Member  
 Ray Casey, Airport Consultant  
 Dave Cook, Airport Fire Chief  
 Dennis Feeney, Majority Leader  
 Michael DeSocio, Business Review  
 Robert N. Pattison, Executive Director, Morgan Stanley  
 Ayanna Louis-Charles, Vice-President, Morgan Stanley  
 Michael T. Logan, Hodgson Russ, LLP  
 A. Joseph Scott, III, Hodgson Russ, LLP

1. **CHAIRMAN'S REMARKS**

Father Doyle made a motion 1.1 Election of Officers. The motion was adopted unanimously.

2. **MINUTES**

Mr. Heider moved to approve the minutes of the September 16, 2019. 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 October 2019.

4. **INTERESTING CORRESPONDENCE**

**MANAGEMENT REPORTS:**

5. **Chief Financial Officer**

Michael F. Zonsius, 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 October 2019.

7. **Counsel**

8. **Concessions/Ambassador Program**

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

9. **Public Affairs**

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

**Action Items:**

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

**10.1 Construction Contract: Authorization to Award Emergency Construction Contract 990-GC Sitework for Revenue Island Extensions for PARCS to HMA Contracting Corp. (Correction)**

Mr. LaClair corrected the funding percentages from the September 16, 2019 Special Meeting for Emergency Construction Contract 990-GC Sitework for Revenue Island Extensions for PARCS to HMA Contracting Corp. He advised the correct funding source percentages are 87.2% - State and 12.8% Airport.

The corrections were noted.

**10.2 Construction Contract: Authorization to Award Contract 1013-M: Air Traffic Control Tower HVAC Improvements**

Mr. Iachetta recommended authorization to award Contract No. 1013-M: Air Traffic Control Tower HVAC Improvements to qualified low-bidder Eckert Mechanical, LLC in the amount of \$248,367 to be funded from CPN No. 2276 and this contract is 100% airport funded.

Mr. Iachetta advised the scope includes but is not limited to removal and replacement of two TRACON Computer Room air conditioning units and also two ductless split air-conditioning units at 128 Sicker Road East. Also, low-bidder, BPI, formally requested withdrawal due to math errors in their bid. Eckert Mechanical LLC has demonstrated compliance with State Apprenticeship requirements.

Dr. Greenberg moved to authorize award of Contract No. 1013-M to Eckert Mechanical, LLC in the amount of \$248,367 for Air Traffic Control Tower HVAC Improvements. The motion was adopted unanimously.

**10.3 Construction Contract: Authorization to Award Contract 1013-SW Air Traffic Control Tower Parking Lot Re-Paving and Sitework Improvements**

Mr. Iachetta recommended authorization to award Contract 1013-SW for Air Traffic Control Tower Parking Lot Re-Paving and Sitework Improvements to low-bidder James H. Maloy, Inc. in the amount of \$333,000 as recommended by Project Engineer, David Layton, P.E. The scope includes but is not limited to asphalt parking lot re-paving, parking space marking, replacement of all concrete sidewalks and landscaping for the facilities leased by the Federal Aviation Administration at 128 Sicker Road East. The Contractor has demonstrated compliance with State Apprenticeship requirements. Award is contingent on New York State M/WBE Program compliance. The funding source is CPN 2276 and this project is 100% airport funded.

Mr. Hicks moved to authorize Contract No. 1013-SW with James H. Maloy, Inc. in the amount of \$333,000 contingent upon compliance with M/WBE requirements. The motion was adopted unanimously.

**10.4 Construction Contract: Authorization to Award Contract 1013-E Air Traffic Control Tower Electric Improvements**

Mr. Iachetta recommended authorization to award Contract 1013-E for Air Traffic Control Tower Electric Improvements to low-bidder, Stilsing Electric, Inc., in the amount of \$32,280 as recommended by Project Engineer, David

Layton, P.E.

The scope includes wiring to support the replacement of two TRACON computer room air conditioning units and installation of ductless split air conditioning units for the facilities leased by the Federal Aviation Administration at 128 Sicker Road East. The Contractor has demonstrated compliance with State Apprenticeship requirements. Stilsing Electric, Inc is a State certified WBE.

Dr. Greenberg moved to authorize Contract No. 1013-E with Stilsing Electric, Inc. in the amount of \$32,280. The motion was adopted unanimously.

**10.5 Lease Renewal: One Year Extension Lease No. L-858: 22 Jetway Drive – Office Space (5,384± sf) with Champlain Enterprises, d/b/a CommutAir**

Mr. Stuto recommended authorization to extend for one year, until October 31, 2020, Lease Agreement with Champlain Enterprises d/b/a CommutAir. CommutAir is an affiliate airline operating at this Airport and providing service as United Express for United Airlines. CommutAir has the office space at 22 Jetway Drive (5,384± sf) since November 2014 for a five-year term. The lease for the one-year extension will be \$3,641.28 per month (\$43,695.36 per year) plus a utility charge subject to a three (3%) annual adjustment. The lease may be terminated if the Airport Authority finds alternative premises for CommutAir.

Mr. Heider moved to authorize said extension. The motion was adopted unanimously.

**10.6 Professional Service Contract Amendment: Amendment No. 2 to Professional Services Contract 999-I: Construction Inspection for the New Parking Garage and Terminal Amenities with Creighton Manning, LLP**

Mr. LaClair recommended authorization of the Amendment No. 2 in the amount of \$400,000 Professional Service 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, NYS Building Codes and Albany County Building Codes. This amendment puts the Construction Inspection cost at 2.6% of the total construction project cost.

The cost to date was the result of the inspectors monitoring the deep pile installation whereby the contractor supplied two rigs to hammer the piles into the ground as the work advanced. In addition, the grade beams and column caps were advanced six days per week which required inspection staff to be on site. Lastly, the Terminal Amenities projects require multiple shifts and weekend work to maintain our aggressive schedules.

Mr. Hicks moved to authorize Amendment No. 2 to Professional Service Contract 999-I in the amount of \$400,000. The motion was adopted unanimously.

**10.7 SELECTION/NEGOTIATIONS: Professional Services: Authorization to Negotiate Contract S-904 with Greenman-Pedersen, Inc. (GPI) for Snow Removal Equipment Building Improvements at 130 Sicker Road Design and Construction Administration**

Mr. Iachetta recommended authorization to proceed with negotiations for professional engineering service Contract S-904 with Greenman-Pedersen, Inc. (GPI) of Albany as recommended by the ACAA Selection Committee among six qualified Request for Qualification responses received on September 26, 2019. The RFQ was widely advertised and each competitive engineering team proposal was deemed qualified; Greenman-Pedersen, Inc. had a higher point 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 Snow removal Equipment Storage Building Improvements. Award will be contingent on satisfaction of Federal DBE program compliance.

Mr. Hicks moved to authorize said contract selection/negotiations. The motion was adopted unanimously.

**10.8 Construction Contract: Contract No. SC-1028; Plumbing Services with BPI Piping, Inc. and Eckert Mechanical**

Mr. O'Donnell recommended authorization to award Contract SC-1028 for Plumbing Services to BPI Piping, Inc. and Eckert Mechanical in the amount of \$75,000 (estimated total contract cost – there is no fixed total contract amount). He advised the Airport relies upon the services of an independent contractor to provide plumbing and drain repairs and maintenance as directed by the Airport building and maintenance department on an as needed basis. The RFP stated two (2) contractors would be awarded this contract to avoid project delays if one contractor is not readily available. Requested work will be alternated between the two contractors at the discretion of the Airport Authority Representative. Request is made that a contract for 1 (one) year with four 1 (one) optional renewals be awarded to each of these contractors. BPI Piping only provided pricing for three years based on union contract rates only available to them for the next three years. Therefore, renewals will be subject to annual approval by the Chief Executive Officer.

Dr. Greenberg moved to authorize said Service Contract. The motion was adopted by majority with Mr. Gorman recusing himself.

**11. Authorization of Change Orders**

**11.1 Change Order #1: Authorization to award Change Order #1 to Contract # 990-PARCS New Parking Access Revenue Control System to Amano McGann, Inc. (Correction)**

Mr. LaClair recommended authorization to approve Change Order No. 1 to Contract No. 990-PARCS New Parking Access Revenue Control System to Amano McGann, Inc. in the amount of \$38,433.06 to address the purchase of 18 Ea. LPR (License Plate Reader) pedestals to mount the equipment on. He advised these pedestals were not in the original contract because the original plan was to mount them from above. After further discussions the manufacturer showed that pedestal mounted LPRs are more reliable with less missed readings, which improves the accuracy of the entire system. He advised this Changer Order No. 1 will be funded from CPN account number 2290 and will be funded 37% state and 63% airport. Mr. Hudson, Interim CFO, advised the funding percentages will be corrected to 87.2% state and 12.8% airport at the October 7, 2019

Special Board Meeting. (NOTE - Subsequent to this meeting Ms. Herrmann advised the shares should be corrected to 87.2% state and 12.8% airport.)

Father Doyle moved to authorize Change Order No. 1 to Contract No. 990-PARCS – New Parking Access Revenue Control System to Amano McGann in the amount of \$38,433.06. The motion was adopted unanimously.

**11.2 Change Order #1: Authorization to award Change Order #1 to Construction Contract 1010-GC Million Air Hangar Door Removal to Sam Greco Construction, Inc.**

Mr. LaClair recommended authorization to approve Change Order #1 for Contract No. 1010-GC Construction Contract 1010-GC Million Air Hangar Door Removal to Sam Greco Construction, Inc. for electrical work which was originally designed into the project but the work was omitted from the bid package. The work was done to expedite the door installation.

Mr. Fresina moved to authorize Change Order No. 1 to Contract No. 1010-GC – Million Air Hangar Door Removal to Sam Greco Construction, Inc. in the amount of \$43,000.00. The motion was adopted unanimously.

**11.3 Change Order #1: Authorization to award Change Order #1 to Construction Contract 1003-GC Building 211 CommutAir Alterations to Rosch Brothers, Inc.**

Mr. O'Donnell recommended authorization to approve Change Order #1 for Construction Contract 1003-GC, Building 211 CommutAir Alterations to Rosch Brothers, Inc. for additional work was requested by the tenant to maintain their operations and safe guard their personnel and parts inventory. The additional work includes installation of a sprinkler system, epoxy paint coating of the floors, additional HVAC work to reduce moisture in the parts storage area and repairs to walls, floors, plumbing, electrical and alarm systems that were found to be deteriorated or nonfunctioning (due to the age of the building) during the course of the planned project work.

The advancement of the additional work was necessary to maintain current building standards as determined by the Airport.

Mr. Fresina moved to authorize Change Order No. 1 to Contract No. 1003-GC – Building 211 CommutAir Alterations to Rosch Brothers, Inc. in the amount of \$187,179.45. The motion was adopted by majority with Dr. Greenberg recusing himself.

**12. Authorization of Federal and State Grants**

**None**

**13. Procurement Approvals by CEO – Informational Only**

**13.1 Presentation of Plan of Finance and letter of recommendation for the sale of \$50,000,000 (fifty million) of Bonds by Private Negotiated Sale.**

The “Guidelines for Establishing Procedures for the Selection and Underwriters; For the Sale of the Authority’s Bonds; and “Certain Other Matters” adopted by the Authority on August 7, 1995, as amended (the “Bond Sale Guidelines”),

prescribes the requirements for the sale of bonds by the Authority pursuant to Section 2785 of the Albany County Airport Authority Act, Title 32 of Article 8 of the Public Authorities Law ("the Act"). The Master Resolution adopted by the Authority on January 6, 1997 requires a Supplemental Resolution for each of the bonds issued by the Authority. Pursuant to the Act, the issuance of the Bonds and Refunding Bonds referenced above will require the approval of the Comptrollers of the County of Albany and the State of New York.

**Old Business: - None**

**New Business: - None**

**Executive Session:**

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

**ES-1 – Employment history of a particular individual.**

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



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## ALBANY COUNTY AIRPORT AUTHORITY

### REGULAR MEETING

#### AGENDA

October 7, 2019

#### General:

1. **Chairman's Remarks**
  - 1.1 **Election of Officers**
2. **Approval of Minutes**  
**Special Meeting – September 16, 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 Construction Contract: Authorization to Award Emergency Construction Contract 990-GC Sitework for Revenue Island Extensions for PARCS to HMA Contracting Corp. **(Correction)**
- 10.2 Construction Contract: Authorization to Award Contract 1013-M: Air Traffic Control Tower HVAC Improvements
- 10.3 Construction Contract: Authorization to Award Contract 1013-SW Air Traffic Control Tower Parking Lot Re-Paving and Sitework Improvements
- 10.4 Construction Contract: Authorization to Award Contract 1013-E Air Traffic Control Tower Electric Improvements
- 10.5 Lease Renewal: One Year Extension Lease No. L-858: 22 Jetway Drive – Office Space (5,384± sf) with Champlain Enterprises, d/b/a CommutAir
- 10.6 Professional Service Contract Amendment: Amendment No. 2 to Professional Services Contract 999-I: Construction Inspection for the New Parking Garage and Terminal Amenities with Creighton Manning, LLP
- 10.7 SELECTION/NEGOTIATIONS: Professional Services: Authorization to Negotiate Contract S-904 with Greenman-Pedersen, Inc. (GPI) for Snow Removal Equipment Building Improvements at 130 Sicker Road Design and Construction Administration
- 10.8 Construction Contract: Contract No. SC-1028; Plumbing Services with BPI Piping, Inc. and Eckert Mechanical

**11. Authorization of Change Orders**

- 11.1 Change Order #1: Authorization to award Change Order #1 to Contract # 990-PARCS New Parking Access Revenue Control System to Amano McGann, Inc. **(Correction)**
- 11.2 Change Order #1: Authorization to award Change Order #1 to Construction Contract 1010-GC Million Air Hangar Door Removal to Sam Greco Construction, Inc.
- 11.3 Change Order #1: Authorization to award Change Order #1 to Construction Contract 1003-GC Building 211 CommutAir Alterations to Rosch Brothers, Inc.

**12. Authorization of Federal and State Grants**

None

**13. Informational Only**

**HAND-OUT** 13.1 Presentation of Plan of Finance and letter of recommendation for the sale of \$50,000,000 (fifty million) of Bonds by Private Negotiated Sale.

**Old Business:**

**New Business:**

**Executive Session:**

**ES-1 – Employment history of a particular individual.**

**Attorney-Client Privilege Matters:**

# **AGENDA ITEM NO. 1**

## **Chairman's Remarks**



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**ALBANY COUNTY AIRPORT AUTHORITY**  
**2019 UPDATED OFFICERS**

Chair - Rev. Kenneth Doyle (Elected 03/26/14)  
Anthony Gorman, Vice-Chair (Elected 10/07/2019)  
Lyon M. Greenberg, M.D., Treasurer (Elected 10/07/2019)  
Steven H. Heider, Secretary (Elected 10/07/2019)

ACAA Approved  
Updated Officers  
10/07/2019

**2019 COMMITTEE ASSIGNMENTS**

**Finance & Administration** (Established: January 10, 1994)  
Anthony Gorman, Chair  
Steven H. Heider  
Lyon M. Greenberg, M.D.

**Audit** (Established: May 1, 2006) **CHARTER**  
Lyon M. Greenberg, M.D., Chair  
Kevin R. Hicks, Sr.  
Anthony Gorman

**Personnel** (Established: January 10, 1994)  
Anthony Gorman, Chair  
Steven H. Heider  
Lyon M. Greenberg, M.D.

**Operations** (Established: January 10, 1994)  
Vacant  
Steven H. Heider  
Kevin R. Hicks, Sr.

**By-Laws** (Established: January 10, 1994)  
Steven H. Heider, Chair  
Samuel A. Fresina  
Kevin R. Hicks, Sr.

**Public Communications** (Established: January 10, 1994)  
Vacant  
Lyon M. Greenberg, M.D.  
Samuel A. Fresina

**Governance** (Established: May 1, 2006) **CHARTER**  
Kevin R. Hicks, Sr., Chair  
Samuel A. Fresina  
Vacant

**Updated: 10/07/2019**

## **AGENDA ITEM NO. 2**

### **Approval of Minutes**



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**Minutes of the Regular Meeting of the Albany County Airport Authority**

ACAA Approved  
 10/07/2019

**September 16, 2019**

Pursuant to notice duly given and posted, the regular meeting of the Albany County Airport Authority was called to order on Monday, September 16, 2019 @ 11:30 a.m. in the 3<sup>rd</sup> 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  
 Lyon M. Greenberg, M.D.  
 Steven H. Heider  
 Kevin R. Hicks

**MEMBERS ABSENT**

Samuel A. Fresina  
 Tony Gorman

**STAFF**

John A. O'Donnell  
 Peter Stuto  
 Marcus Hudson, Interim CFO  
 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

**1. CHAIRMAN'S REMARKS**

**Father Doyle made a motion to go into Executive Session to discuss one personnel matter. The motion was adopted unanimously.**

**Father Doyle made a motion to go out of Executive Session and back into Regular Session. The motion was adopted unanimously.**

**2. MINUTES**

Mr. Heider moved to approve the minutes of the September 5, 2019 Special Meeting and the August 26, 2019 Special 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 September 2019.

**4. INTERESTING CORRESPONDENCE**

Mr. Myer's advised we are very proud to announce that John O'Donnell was this year's recipient of the respected and notable Bill Shea Award at the recent Fall conference of NYAMA, the New York Aviation Management Association. The event was held in Syracuse. William F. Shea, an aerospace educator and lecturer who has had extensive experience in administration, education, government and aviation. The Bill Shea Award is given to an individual who has demonstrated exemplary leadership and effected positive change in the aviation industry in New York State. Those eligible for the Award must have gone beyond the call of duty and given of their time, energy and resources to significantly impact the aviation industry in New York State for the better.

NYAMA Board Member John Delbalso presented the Bill Shea Award to Mr. O'Donnell

**MANAGEMENT REPORTS:**

**5. Chief Financial Officer**

**Marcus Hudson, ACAA Interim CFO, 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 September 2019.

**7. Counsel**

**8. Concessions/Ambassador Program**

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

**9. Public Affairs**

**Action Items:**

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

**10.1 Issue Purchase Order for Purchase of Materials at Fixed Cost Option Type 1 and Type IV Glycol**

Ms. Herrmann recommended authorization of a Purchase Order for the purchase of materials (Type I and Type II Glycol) at fixed cost option in the amount of \$751,250 (estimated usage) to be funded from account numbers 51109.60.0000 and 51111.60.0000.

Mr. Heider moved to authorize said Purchase Order at a fixed cost option in the amount of \$751,250 (estimated usage). The motion was adopted unanimously

**10.2 Construction Inspection: Authorization for Amendment #1 to Professional Services Contract: Contract No. SD-930 Airport Drainage Culvert Replacement Project for Construction Inspection to C.T. Male Associates.**

Mr. LaClair recommended authorization of Amendment No. 1 - Professional Services Contract No. SD-930 for Airport Drainage Culvert Replacement Project for Construction Inspection to C.T. Male Associates in the amount of \$162,490, to be funded from Capital Improvements Project Account No. 2218 and will be funded 90% federally, 5% state and 5% airport.

Mr. Hicks moved to authorize Amendment No. 1 to Contract No. SD-930 with C.T. Male for Construction Inspection in the amount of \$162,490. The motion was adopted unanimously.

**10.3 Construction Contract: Authorization to Award Construction Contract No. 1029-GC Roof Replacement and Coating at CommutAir (Building #211) to Mid-State Industries.**

Mr. LaClair recommended authorization to award Contract No. 1029-GC – Roof Replacement and Coating at CommutAir (Building #211 to Mid-State Industries of Schenectady, NY for the amount of \$334,811.00. The project includes removal and/or abatement of existing asbestos materials and the replacement of the hangar roof and parts storage roof at Building #211 that is the current location for CommutAir. Award of this contract is contingent upon compliance with M/WBE requirements.

Dr. Greenberg moved to authorize Contract No. 1029-GC with Mid-State Industries in the amount of \$334,811 contingent upon compliance with M/WBE requirements. The motion was adopted unanimously.

**10.4 ADD-ON Construction Contract: Authorization to Award Emergency Construction Contract 990-GC Sitework for Revenue Island Extensions**



**for PARCS to HMA Contracting Corp.**

Mr. LaClair recommended authorization to award Emergency Construction Contract 990-GC – Sitework for Revenue Island Extensions for PARCS to HMA Contract Corp. in the amount of \$388,113. He advised that in order for the new PARCS system to function properly the LPR's (License Plate Readers) need to be installed 20' from the access gate arm for the system to function. The work was anticipated, however, scheduling dictated that the work be advanced immediately. The PARCS project needed to provide details and electrical connections prior to advancing the island extensions. Bergmann Associates put together plans that were supplied to three contractors to provide quotes based upon a compressed schedule. HMA's quote was the lowest and the contractor is able to start immediately. This contract will be funded from CPN account number 2263 and will be funded 37% State and 63% airport. Mr. Hudson, Interim CFO, advised the funding percentages will be corrected at the October 7, 2019 Special Board meeting. (NOTE - Subsequent to this meeting, Ms. Herrmann advised the shares should be corrected to 87.2% state and 12.8% airport.)

Dr. Greenberg moved to authorize Contract No. 990-GC with HMA Contract Corp. in the amount of 388,113. The motion was adopted unanimously.

**11. Authorization of Change Orders**

**11.1 Change Order #1: Authorization to award Change Order No. 1 to Contract No. 990-PARCS New Parking Access Revenue Control System to Amano McGann, Inc.**

Mr. LaClair recommended authorization to approve Change Order No. 1 to Contract No. 990-PARCS New Parking Access Revenue Control System to Amano McGann, Inc. in the amount of \$38,433.06 to address the purchase of 18 Ea. LPR (License Plate Reader) pedestals to mount the equipment on. He advised these pedestals were not in the original contract because the original plan was to mount them from above. After further discussions the manufacturer showed that pedestal mounted LPRs are more reliable with less missed readings, which improves the accuracy of the entire system. He advised this Changer Order No. 1 will be funded from CPN account number 2290 and will be funded 37% state and 63% airport. Mr. Hudson, Interim CFO, advised the funding percentages will be corrected to 87.2% state and 12.8% airport at the October 7, 2019 Special Board Meeting. (NOTE - Subsequent to this meeting Ms. Herrmann advised the shares should be corrected to 87.2% state and 12.8% airport.)

Father Doyle moved to authorize Change Order No. 1 to Contract No. 990-PARCS – New Parking Access Revenue Control System to Amano McGann in the amount of \$38,433.06. The motion was adopted unanimously.

**12. Authorization of Federal and State Grants**

None

**13. Procurement Approvals by CEO – Informational Only**

None

**Old Business: - None**

**New Business: - None**

**Executive Session:**

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



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**ALBANY COUNTY AIRPORT AUTHORITY**

**REGULAR MEETING**

**AGENDA**

**September 16, 2019**

**General:**

- 1. Chairman's Remarks**
- 2. Approval of Minutes**  
  
**Special Meeting – September 5, 2019**  
**Special Meeting – August 26, 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 Issue Purchase Order for Purchase of Materials at Fixed Cost Option Type 1 and Type IV Glycol**

**10.2 Contract Amendment: Authorization for Amendment #1 to Professional Services Contract: Contract No. SD-930 Airport Drainage Culvert Replacement Project for Construction Inspection to C.T. Male Associates.**

**10.3 Construction Contract: Authorization to Award Construction Contract No. 1029-GC Roof Placement and Coating at CommutAir (Building #211) to Mid-State Industries.**

**ADD-ON 10.4 Construction Contract: Authorization to Award Emergency construction Contract 990-GC Sitework for Revenue Island Extensions for PARCS to HMA Contracting Corp.**

**11. Authorization of Change Orders**

**11.1 Change Order #1: Authorization to award Change Order #1 to Contract # 990-PARCS New Parking Access Revenue Control System to Amano McGann, Inc.**

**12. Authorization of Federal and State Grants**

**None**

**13. Procurement Approvals by CEO – Informational Only**

**None**

**Old Business:**

**New Business:**

**Executive Session:**

**Attorney-Client Privilege Matters:**

**NOTICE**

**ALBANY COUNTY AIRPORT AUTHORITY**

**SPECIAL MEETING**

**NOTICE**

Notice is hereby given of the following special meeting of the Albany County Airport Authority:

The Albany County Airport Authority will hold a Special Meeting on Monday, October 7, 2019 at 11:30 a.m. The meeting will be held in the 3rd Floor Conference Room located in the Main Terminal at the Albany International Airport, Albany, New York.

TU1t 4077053

# TIMES UNION

**timesunion.com**

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

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

Account Number: 061026000  
Order Number: 0004077053  
Order Invoice Text: SPECIAL MEETING

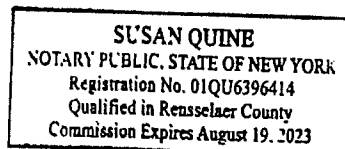
T Tomes / R Bernard / T Duquette / P Sheehan / A Rubel of the city of Albany, being duly sworn, says that he/she is principal Clerk of THE TIMES UNION, a daily newspaper printed in the county of Albany, Town of Colonie, and Published in the County of Albany, Town of Colonie and the city of Albany, aforesaid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

09-27-2019

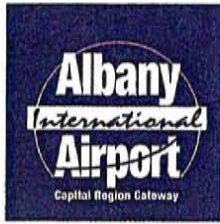
*Cynthia Ferrigno*

Sworn to before me, this 30 day of September 2019.

*Sue*



Notary Public  
Albany County



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](http://www.albanyairport.com)

Lobby  
website  
facebook / 9-24-19

## ALBANY COUNTY AIRPORT AUTHORITY

### SPECIAL MEETING

#### NOTICE

Notice is hereby given of the following special meeting of the Albany County Airport Authority:

The Albany County Airport Authority will hold a Special Meeting on Monday, October 7, 2019 at 11:30 a.m. The meeting will be held in the **3rd Floor Conference Room located in the Main Terminal at the Albany International Airport, Albany, New York.**

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**Liz Charland**

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**From:** Liz Charland  
**Sent:** Tuesday, September 24, 2019 10:54 AM  
**To:** Bobbi Matthews; Doug Myers; Dwayne Lovely; Ellen Addington; Helen Chadderdon; Jenn Munger; John A. O'Donnell; John LaClair; Liz Charland; Margaret Herrmann; Michael Zonsius; Peter Stuto; Steve Iachetta  
**Subject:** Special Meeting October 7, 2019 at 11:30 a.m. - NOTE THIS IS A FULL MEETING WITH REPORTS AND FINANCIALS - Thank you.  
**Importance:** High

**ALBANY COUNTY AIRPORT AUTHORITY**

**SPECIAL MEETING**

**NOTICE**

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**Liz Charland**

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**From:** Liz Charland  
**Sent:** Tuesday, September 24, 2019 10:45 AM  
**To:** Kenneth Doyle; Kevin R. Hicks, Sr. - IPAD; Kevin R. Hicks, Sr. (Personal); Lyon Greenberg, MD; Lyon Greenberg, MD - IPAD; Rev. Kenneth Doyle (Personal); Samuel A. Fresina; Samuel A. Fresina - IPAD; Steve Heider; Steven H. Heider; Tony Gorman; Tony Gorman - IPAD  
**Subject:** Special Board Meeting - October 7, 2019 at 11:30 a.m.  
**Importance:** High

**ALBANY COUNTY AIRPORT AUTHORITY**

**SPECIAL MEETING**

**NOTICE**

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**Liz Charland**

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**From:** Liz Charland  
**Sent:** Tuesday, September 24, 2019 10:44 AM  
**To:** Saratogian Newspapers; The Colonie Spotlight; The Gazette; The Troy Record  
**Subject:** Please publish in your community section. Thank you.  
**Importance:** High

**ALBANY COUNTY AIRPORT AUTHORITY**

**SPECIAL MEETING**

**NOTICE**

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## Liz Charland

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**From:** Liz Charland  
**Sent:** Tuesday, September 24, 2019 10:43 AM  
**To:** Bart Johnson; Bob Heitz; Brandon Russell, Majority Counsel; County Executive Daniel P. McCoy; Dave Collins; Douglas A. Bullock, Albany County Mass Transit Committee Chair; Eric Anderson; Fire Chief Dave Cook; Frank Mauriello, Albany County Minority Leader; Fred Acunto; George Penn (Albany County); Jill Bryce; John DeBalso; Kelly Boyea (Albany County); Majority Leader Dennis Feeney; Mike DeMasi (Business Review); Mike DeSocio; Pam Allen; Pete Rea (prea@dot.state.ny.us); Spotlight News; WRGB News  
**Subject:** October 7, 2019 Special Meeting  
**Importance:** High

### **ALBANY COUNTY AIRPORT AUTHORITY**

#### **SPECIAL MEETING**

#### **NOTICE**

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**Liz Charland**

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**From:** Liz Charland  
**Sent:** Tuesday, September 24, 2019 10:40 AM  
**To:** TU Legals  
**Subject:** Account #061026000 - Please publish one time.

**ALBANY COUNTY AIRPORT AUTHORITY**

**SPECIAL MEETING**

**NOTICE**

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## **AGENDA ITEM NO. 3**

### **Communications and Report of Chief Executive Officer**



# October 2019



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- Review Passenger Facility Charges
- AIP Projects
- Grant Status
- Status of Land Transactions

**TOTAL PFC'S SINCE 1993 \$111M**

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**2018-2019  
\$3,782,303**



Replace Runway 01-19 Taxiway & Edge Lighting

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**2018-2019**  
**\$1,385,794**



Acquire Four Pieces of Snow Removal Equipment

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**2018-2019**  
**\$1,820,156**



**TOTAL FY 2018-2019 \$15,552,487**

Airfield Drainage Improvements-Phase 2-Culverts

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**2020**  
**\$356,000**



Runway-19 Approach Obstruction Removal

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Reconstruct Passenger Bridge C1 & A3

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Rehabilitate Taxiway "A"

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Rehabilitate Runway-28

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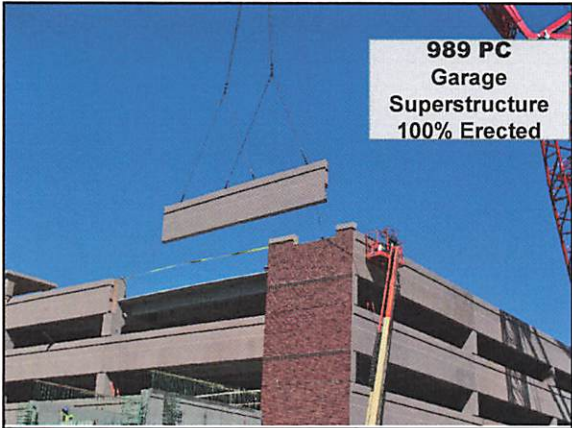
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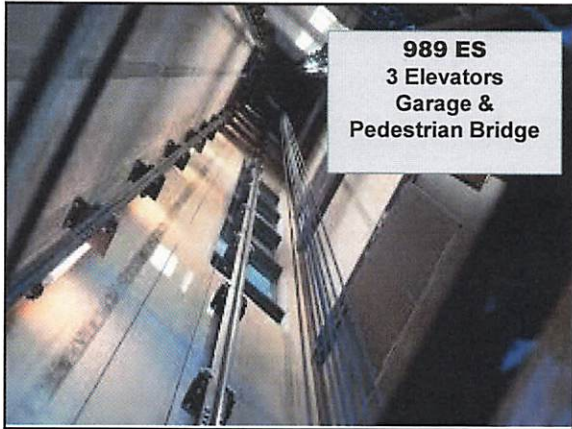
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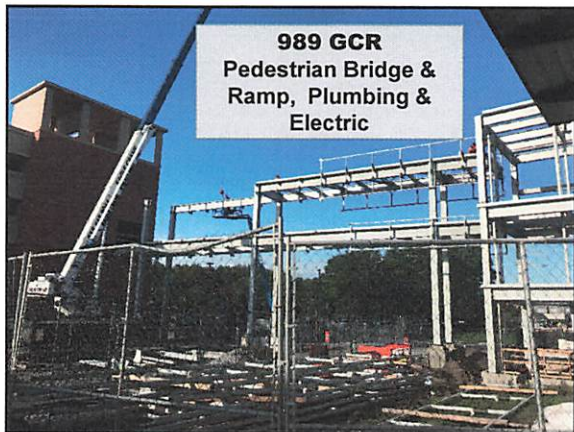
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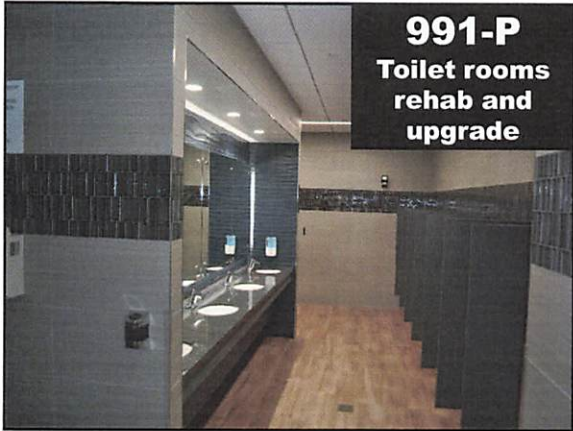
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**991-P**  
Toilet rooms  
rehab and  
upgrade

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**991-R**  
Remove Skylight  
replace with metal  
roof & photovoltaic  
panels

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**991-ES**  
Replace escalators  
in parking garage

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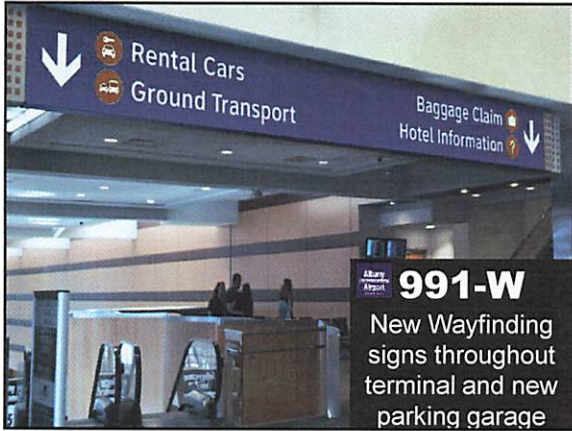
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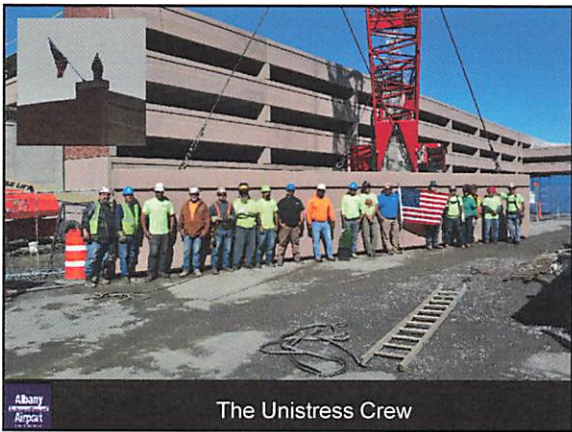
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The Unistress Crew

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Ramp Support Framing

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Ramp Base

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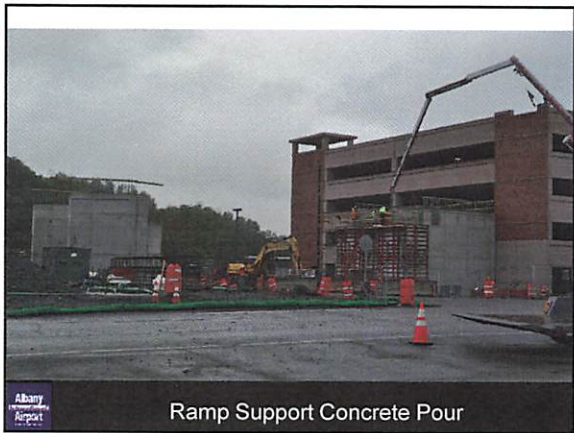
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Ramp Support Concrete Pour

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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](http://www.flyalbany.com)

**MEMO:** October 3, 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 October 3, 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

October 2019

### **Airport Staff Annual Review with FAA Administrators**

The Airport staff attended a meeting with the FAA administrators on September 18 at the FAA district office located in Queens, N.Y.C. The agenda was to review Albany's Passenger Facility Charges (PFC) applications, AIP projects, grant status and status of certain land transactions. The FAA administrators offer guidance on airport matters and confirm that Federal rules and regulations are being adhered to on all fronts.

A brief summary is that the FAA tentatively agree to our amendments to the PFC applications 1 through 3. On the request for new PFC collections we did receive comments and the parties mutually agreed to communicate through the redevelopment of the new application. To date the airport has received about \$111 million dollars in PFC's since 1993. The airport utilizes PFC's to mostly cover a portion of our annual debt service.

Staff also reviewed current and future projects with the FAA. Strategies were discussed regarding methodologies to improve the opportunities for discretionary FAA grants. Attached to the CEO report is a summary of projects presented to the FAA. Discussions are ongoing with the FAA regarding the AIP project plan.

A general discussion ensued during our visit on project advancement and reimbursement. FAA was satisfied with the overall progress of grant projects.

Lastly, the cul-de-sac relocation on Sicker Road to accommodate CommutAir's operation was discussed and we received tentative approval to proceed.

### **Taken from Project Development Report New Parking Garage (Contract No. S-989)**

A slide presentation will accompany this report.

The project was divided into 4 separate contracts to expedite the construction. The Precast Concrete Contract 989-PC which is the fabrication and erection of the precast garage which Unistress Corporation is working on is currently 100% erected, the last piece was installed on September 27, 2019. The contractor is in the process of welding

the pieces in and caulking the joints. Contract 989-SF, which is the site and utility relocations, pile driving and concrete pile caps which LeChase Construction is working on is 94% complete. All but one grade beam concrete has been completed and 2 canopy foundations for the entrance ramp are now complete. 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 equipment and expects delivery in November 2019. 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. The contractor continues work on both the vehicular and pedestrian bridges and also the plumbing and electrical work inside the new garage structure. All the structural steel for the pedestrian bridge has been set and the steel for the vehicular bridge is scheduled to be set mid-October 2019.

**Taken from Project Development Report**  
**Terminal Amenities (Contract No. S-991)**

A slide presentation will accompany this report.

This project was 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 and was awarded to VMJR Companies. VMJR has completed removal of the existing flooring materials and set up partitions in B Concourse and is working on the Terrazzo floor installation. The 991-GC project also includes new ceiling and lighting LED fixtures in the baggage claim area and upgraded HVAC system and LED signs above the counters in Ticketing. 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 is working on the renovation of the bathrooms in B Concourse and first floor main Terminal and also the remodeling of the bathrooms in the 79 building upper level. 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 completed the installation of the new metal roof and the installation of the photovoltaic panels. Kasselmann is continuing work inside the Terminal to close up the area where the skylights were and has begun removing the interior scaffolding. Contract 991-ES is for the replacement of the escalators in the existing parking garage was awarded to Wainschaf Associates. Wainschaf has set up their partitions and completed removal of the existing escalators. The new escalator equipment was delivered the week of October 1, 2019 and installation has begun. Contract 991-W is for all new Wayfinding signs throughout the Terminal and new parking garage to guide people to all the Terminal amenities. Color Ad, the contractor, has been working with Turner to formalize a schedule and with C & S Companies to get all the sign submittals in and approved. Color Ad is currently fabricating mock ups of the signs for final approval.

**Albany International Airport - ALB**

**FAA Airport Improvement Program - October 7, 2019**

<b>Sponsor: Albany County Airport Authority</b>		
<b>Project Description/Narrative</b>	<b>Totals (\$1,000)</b>	<b>Status</b>
<b>2018-2019</b>		
1) Replace Runway 01-19 Taxiway A and associated Twy's Edge Lighting Sysytems	\$ 3,782,303	Final Closeout in process
2) Replace Runway 10-28 Taxiway C and associated Twy's Edge Lighting Systems	\$ 2,892,829	Final Closeout in process
3) Replace Passenger Boarding Bridges B5, B7, B8 and C3	\$ 3,700,137	Final Closeout in process
4) Replace Terminal Escalators 16-17 and 20-21	\$ 1,971,268	60% Complete
5) Acquire Four Pieces of Snow Removal Equipment	\$ 1,385,794	Contracts issued / Delivery in early 2020
6) Airfield Drainage Improvements Phase 2 - Culverts Replacement	\$ 1,820,156	8% Complete
<b>Total FY 2018-2019</b>	<b>\$ 15,552,487</b>	
<b>2020</b>		
1) Rwy 19 Approach Obstruction (Tree) Removals Phase 6 Design & Construct	\$ 356,000	Environmental FONSI Issued
2) Taxiway A South Rehab. (Twy-F to Run-up-Apron (Approx. 15,000 SY D&Cn)	\$ 2,200,000	Pending Design RFQ
3) Reconstruct Passenger Bridges A5 and B10 (Design & Construct)	\$ 1,996,000	Pending Design RFQ
4) Construct Snow Removal Equipment Storage Bldg. (Construction)	\$ 1,958,000	Pending Design RFQ
<b>Total FY2020</b>	<b>\$ 6,510,000</b>	
<b>2021</b>		
1) Reconstruct Txy"D" Rwy 01 to Hangar 403 (2,370'x35') Design & Construct	\$ 980,000	Pending Design RFQ
2) Airport Masterplan	\$ 400,000	Pending Design RFQ
3) Terminal Ramp Asphalt Rehabilitation (Approx. 30,000 SY)	\$ 3,280,000	Pending Design RFQ
4) Reconstruct Passenger Bridge C1 and A3 (Design & Construct)	\$ 1,996,000	Pending Design RFQ
<b>Total FY2021</b>	<b>\$ 6,256,000</b>	
<b>2022</b>		
2) Rehabilitate Twy "A" (8,500'x 75') Design & Construct	\$ 3,100,000	Pending Design RFQ
3) Rehab Rwy 10-28 (7,200'x 150'), Txy C & Twys Phase 1 MY (D.&Construct)	\$ 2,480,000	Pending Design RFQ
4) Reconstruct Passenger Bridge B6 (Design & Construct)	\$ 1,148,000	Pending Design RFQ
<b>Total FY2022</b>	<b>\$ 6,728,000</b>	

## **AGENDA ITEM NO. 4**

### **Interesting Correspondence**

## Liz Charland

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**From:** Doug Myers  
**Sent:** Tuesday, September 24, 2019 9:56 AM  
**To:** Liz Charland  
**Subject:** FW: Wanted to share something good.....

### **Doug Myers**

Director, Public Affairs  
Albany International Airport  
518 242-2230 (Desk)  
dmyers@albanyairport.com

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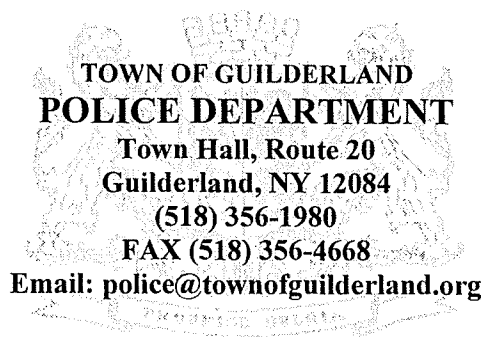
**From:** Helen Chadderdon <HCHADDERDON@albanyairport.com>  
**Sent:** Tuesday, September 24, 2019 9:52 AM  
**To:** Doug Myers <DMYERS@albanyairport.com>  
**Subject:** Wanted to share something good.....

**From:** Kathleen Russo <katerus9@aol.com>  
**Sent:** Tuesday, September 24, 2019 9:46 AM  
**To:** Helen Chadderdon <HCHADDERDON@albanyairport.com>  
**Subject:** An Act of Kindness

Hi Helen, Just wanted to report that last Thursday Pauline came upon a blind woman in her 70s who was crying. Not sure why she was crying but I think she just realized how hard this would be flying alone. She was taking Southwest to a connecting flight ,then on to Los Vegas to meet her husband and fly on to LAX. Pauline took her under her wing and escorted her to the Southwest gate. At that point she found out her connecting flight was cancelled. Pauline then took her downstairs to the S/W ticket counter. At that point she found out she would have 2 connecting flights before she got to Vegas. Arrangements were made there for her to be met and assisted at each connection. Pauline stayed with her until she was safely boarded. Just thought I would pass this on. Guess I should mention that this required 2 searches by TSA and you know how we love that! Regards Kate

John,  
Just an FYI  
Dave

Hooker



**PETER G. BARBER**  
SUPERVISOR

**CAROL J. LAWLOR**  
CHIEF OF POLICE

September 10, 2019

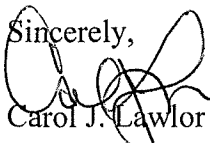
Fire Chief David Cook  
Albany Int. Airport FD  
737 Albany Shaker Road  
Admin Suite 200  
Albany, N.Y. 12211

Dear Fire Chief Cook,

The Guilderland Police Departments would like to thank you for coming out and participating in our National Night Out event on Tuesday, August 6th. It was a fun night for all involved and a pleasure spending the evening with people from the local communities.

National Night Out (NNO) is an annual community-building event to promote police-community partnerships and neighborhood camaraderie. The evening gives an opportunity to enhance the relationship between neighbors and law enforcement while bringing a true sense of community.

We hope that you found value in gathering with your neighbors and local businesses. Thank you again for your support and we look forward to keeping this an annual event on the first Tuesday in August.

Sincerely,  
  
Carol J. Lawlor  
Chief of Police





ANDREW JOYCE  
CHAIRMAN

COUNTY OF ALBANY  
COUNTY LEGISLATURE  
HAROLD L. JOYCE  
ALBANY COUNTY OFFICE BUILDING  
112 STATE STREET, ROOM 710  
ALBANY, NEW YORK 12207  
PHONE: (518) 447-7168 FAX: (518) 447-5683  
WWW.ALBANYCOUNTY.COM

PAUL T. DEVANE  
CLERK

NECOLE M. CHAMBERS  
FIRST DEPUTY CLERK

TO: John O'Donnell, CEO, Albany County Airport Authority

FROM: Doug Bullock, Chair of Mass Transit Committee, Albany County  
Legislature

DATE: September 11, 2019

SUBJECT: Plastic Water Phase Out at Albany International Airport

Enclosed is a proclamation signed by the majority of legislators of the Albany County Legislature asking the Albany County Airport Authority to phase out plastic water bottles at the airport and add additional water stations and fountains by April 22, 2020.

As Chair of the Mass Transit Committee, I signed on to this proclamation along with Legislature Chair Andrew Joyce and Majority Leader Dennis Feeney.

# Proclamation of the Albany County Legislature

## Plastic Water Bottle Phase Out at Albany International Airport

**WHEREAS,** The Albany International Airport Authority has a duty to protect the natural environment, the economy and the health of its staff and visitors, and

**WHEREAS,** The airport receives drinking water from the Latham Water District which has a good and reliable water supply system with raw water supplied by the Mohawk River, five wells located on Onderdonk Avenue and the Stony Creek Reservoir. The Town of Colonie Department of Public Works Division of Latham Water tests drinking water each year and maintains stringent disinfection treatment practices, extensive bacteriological-quality monitoring, and high operational standards, and

**WHEREAS,** The people who work at and visit the Albany airport have an easily accessible alternative to single-use plastic water bottles which is safe, tastes great and is available at no cost to the consumer, and

**WHEREAS,** Single-use plastic bottled water is expensive. Bottled water costs hundreds of times more than tap water. The airport's tap water costs less than half a penny per gallon, while, according to the International Bottled Water Association, bottled water costs, on average, \$1.11/gallon in 2016, and

**WHEREAS,** Single-use plastic water bottles are harmful to our environment. According to the Pacific Institute, the total energy required for bottled water production is as much as 2,000 times the energy needed in producing tap water and it requires three liters of water to produce one liter of water in the standard PET plastic, making bottled water a significant waste of natural resources and contributor to climate change; In addition, plastic bottles and bottle caps rank as the third and fourth most collected plastic trash items according to the Ocean Conservancy's annual September beach cleanups in more than 100 countries, and

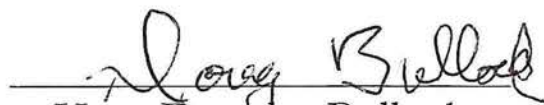
**WHEREAS,** San Francisco International Airport (SFO) has recently successfully phased out all sales of water sold in plastic bottles on their premises, substituting water filling stations and water fountains and establishing an important precedent for other airports around the country to lead the way in efforts to save consumers money, reduce waste and cut single-use plastic, and

**RESOLVED,** That the Albany County Legislature requests the Albany International Airport Authority phase out all sales of single-use plastic water bottles by working with its vendors to phase out sales similar to what was accomplished by the San Francisco Airport. Airport vendors are encouraged to sell reusable water bottles.

**BE IT FURTHER RESOLVED THAT** the Albany County Legislature requests the Albany International Airport Authority install additional water filling station and or additional water fountains no later than April 22, 2020.


In witness thereof, I have hereunto set my hand and caused the seal of the County Legislature of Albany County to be affixed on this 5<sup>th</sup> day of September, 2019.




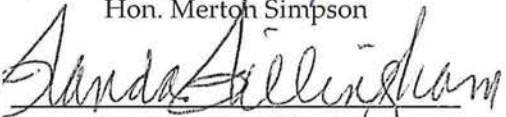
  
Hon. Douglas Bullock  
Albany County Legislator  
*Representing the 7<sup>th</sup> Legislative District*

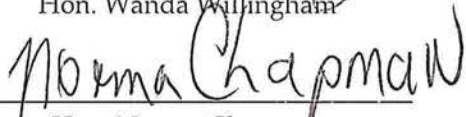
# Proclamation of the Albany County Legislature

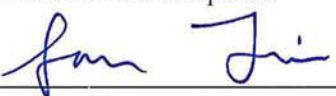
We, the undersigned legislators, support that plastic water bottles be phased out at the Albany International Airport:


  
Hon. Lucille McKnight

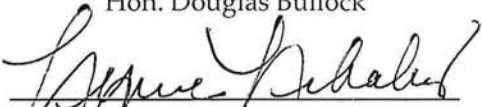
  
Hon. Merton Simpson

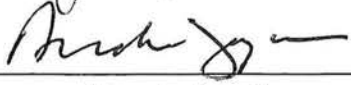
  
Hon. Wanda Willingham

  
Hon. Norma Chapman

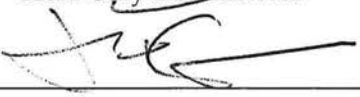
  
Hon. Samuel Fein

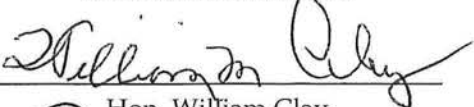
  
Hon. Douglas Bullock

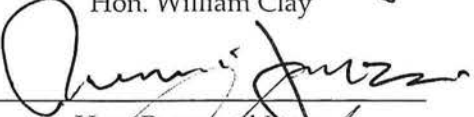
  
Hon. Lynne Lekakis

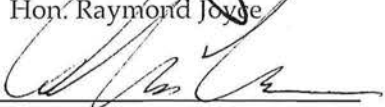
  
Hon. Andrew Joyce

  
Hon. Gary Domalewicz

  
Hon. Frank Commisso


  
Hon. William Clay

  
Hon. Raymond Joyce

  
Hon. Alison McLean Lane

  
Hon. Robert Beston

  
Hon. Sean Ward

  
Hon. John Frainier

Hon. Gilbert Ethier

Hon. Todd Drake

Hon. David Mayo

Hon. Brian Hogan

Hon. Peter Tunny

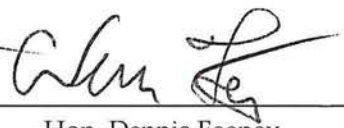
Hon. Paul Burgdorf

Hon. Peter Crouse

Hon. Joseph O'Brien

Hon. Patrice Lockart

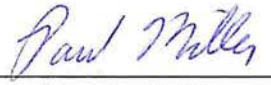
Hon. Frank Mauriello

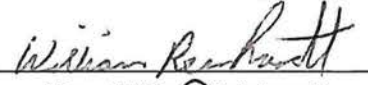
  
Hon. Dennis Feeney

Hon. Mark Grimm

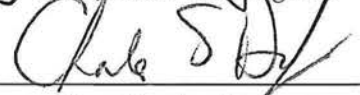
Hon. Charles Cahill Jr.

Hon. Travis Stevens


  
Hon. Paul Miller


  
Hon. William Reinhardt

  
Hon. Joanne Cunningham

  
Hon. Charles Dawson

Hon. Richard Mendick

  
Hon. Richard Touchette

  
Hon. Victoria Plotzky

Hon. Christopher Smith

## **AGENDA ITEM NO. 5**

### **Financials**

***AGENDA ITEM NO. 5.1***

***FINANCIAL PERFORMANCE***



# Finance Report



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## ALBANY COUNTY AIRPORT AUTHORITY

FINANCIAL & STATISTICAL RESULTS FOR August 2019

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## ACAA STATISTICAL PERFORMANCE

The Month of August 2019			
	Actual	Budget	Variance
Enplanements	144,967	142,687	1.6%
Aircraft Operations	5,673	5,816	1.0%
Landed Weight	148,593,387	148,340,625	0.2%
Cargo (Tons)	1,784	1,630	9.4%
FBO Jet A (gallons)	180,994	141,198	28.2%
FBO AvGas (gallons)	9,844	6,128	60.6%
AvGas Commercial (gallons)	590	5,769	-89.8%
FBO Into-Plane (gallons)	2,107,530	1,875,060	12.4%

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## ACAA STATISTICAL PERFORMANCE

8 Months Ended August 2019			
	Actual	Budget	Variance
Enplanements	1,026,879	1,007,076	2.0%
Aircraft Operations	41,399	43,198	-4.2%
Landed Weight	1,129,525,101	1,119,517,257	0.9%
Cargo (Tons)	12,439	12,253	1.5%
FBO Jet A (gallons)	846,668	818,623	3.4%
FBO AvGas (gallons)	44,140	36,015	22.6%
AvGas Commercial (gallons)	34,229	42,198	-18.9%
FBO Into-Plane (gallons)	15,115,168	13,603,957	11.1%
FBO Deicing (gallons)	107,042	99,500	7.6%

## COMPARISON OF ENPLANEMENTS

	EPAX MONTH OF	CHANGE FROM August 2019	TWELVE MONTHS ENDED	CHANGE FROM
			August 2019	From 12 Mos Ended August 2018
			2019	2018
ALBANY	144,967	3.9%	1,508,862	4.1%
BRADLEY			3,072,541 *	3.5%
BUFFALO	242,178	-0.8%	2,502,816	1.5%
ROCHESTER			1,173,200 *	1.4%
PLATTSBURGH	10,541	11.8%	128,083	11.8%
STEWART			286,648 e *	-1.3%
SYRACUSE	124,608	13.7%	1,253,112	12.1%
WESTCHESTER	77,940	5.3%	816,801	7.8%

\* Eleven Months for Rochester, Stewart and Bradley  
 e estimate based upon total passengers

## ACAA BUDGET PERFORMANCE

CHANGE IN UNRESTRICTED WORKING CAPITAL			
	August-19	December-18	CHANGE
CASH	\$ 32,492,329	\$ 27,170,120	\$ 5,322,209
ACCOUNTS RECEIVABLE	555,860	2,206,229	(1,650,369)
PREPAID EXPENSES	418,797	1,200,397	(781,600)
UNRESTRICTED ASSETS	33,466,986	30,576,746	2,890,240
PAYABLES FROM UNRESTRICTED ASSETS	(3,252,099)	(7,117,842)	3,865,743
UNRESTRICTED WORKING CAPITAL	\$ 30,214,887	\$ 23,458,904	\$ 6,755,983

## ACAA BUDGET PERFORMANCE

### OPERATING REVENUES (8 Months Ended August 2019)

	Budget		VARIANCE
	August-19	August-19	
AIRLINE REVENUES	\$ 10,461,606	\$ 10,044,864	\$ 416,742
NON-AIRLINE AIRFIELD REV	364,600	367,783	(3,183)
TERMINAL	2,578,181	2,357,142	221,039
GROUND TRANSPORTATION	15,093,710	14,237,371	856,339
OTHER AIRPORT REVENUE	3,748,594	3,787,421	(38,827)
FBO RETAIL SALES (net)	2,066,393	1,752,007	314,386
<b>TOTAL</b>	<b>34,313,084</b>	<b>32,546,588</b>	<b>1,766,496</b>

## ACAA BUDGET PERFORMANCE

### OPERATING EXPENSES (8 Months Ended August 2019)

	Budget		VARIANCE
	August-19	August-19	
AIRFIELD	\$ 1,918,807	\$ 2,314,558	\$ 395,751
FBO	1,756,205	1,729,117	(27,088)
TERMINAL	3,921,443	3,807,375	(114,068)
LOADING BRIDGES	208,797	206,789	(2,008)
LANDSIDE	969,613	877,809	(91,804)
PARKING	3,037,382	3,251,392	214,010
ARFF	1,311,707	1,427,454	115,747
OPERATIONS & SECURITY	2,750,686	2,777,660	26,974
VEHICLES & EQUIP	892,163	1,018,170	126,007
ADMINISTRATION	4,401,369	4,456,859	55,490
<b>TOTAL</b>	<b>21,168,172</b>	<b>21,867,183</b>	<b>699,011</b>

## ACAA BUDGET PERFORMANCE

### OTHER (NONOPERATING) REVENUES/EXPENSES (8 Months Ended August 2019)

	Budget		VARIANCE
	August-19	August-19	
INTEREST EARNINGS	\$ 1,009,184	\$ 583,638	\$ 425,546
PASS. FAC. CHARGES	3,010,760	3,010,760	-
CUST. FAC. CHARGES INC.	309,457	-	309,457
CUST. FAC. CHARGES EXP.	(309,457)	-	(309,457)
DEBT SERVICE	(7,946,944)	(7,946,944)	-
LOC INTEREST	(13,043)	-	(13,043)
GRANT INCOME	92,340	92,467	(127)
ALL OTHER	(49,481)	(42,460)	(7,021)
<b>TOTAL</b>	<b>(3,897,164)</b>	<b>(4,302,639)</b>	<b>405,375</b>



## ACAA BUDGET PERFORMANCE

TOTAL OPERATING AND NONOPERATING NET RESULTS (8 Months Ended August 2019)

	August-19	Budget August-19	VARIANCE
	OPERATING INCOME	\$ 34,313,084	\$ 32,546,588
OPERATING EXPENSES	(21,168,172)	(21,867,183)	699,011
OPERATING RESULTS	13,144,912	10,679,405	2,465,507
NONOPERATING, net	(3,897,164)	(4,302,539)	405,375
TOTAL	\$ 9,247,748	\$ 6,376,866	\$ 2,870,882

Net operating results are \$2.9 million more favorable than budgeted

## MAJOR PROJECT BUDGET

Modernization & Revitalization of Albany International Airport Funding Sources and Uses  
T41 Airport Bonds Financing Plan

Category/Project Description	PROJECT COST	APF	PFC	STB	Revenue Source	Net Cost of Project	ACAA Balance
Customer Parking Plaza	\$ 43,149,577	\$ 975,720	\$ -	\$ 15,134,541	\$ 23,544,314	\$ 8,709,291	\$ 15,195,098
Allocation by Funding		2.2%		36.2%	36.2%		
Customer Parking Access Improvements	3,473,463			2,949,261	\$ 22,262	\$ 25,212	
Allocation by Funding				79.2%	23.8%		
Other Passenger Amenities (Terminal Improvements & Gate Paving)	11,511,400		\$ 919,308	\$ 4,163,073	2,242,341		2,242,341
Capital Asset Development & Transportation Trust				94.7%	35.2%		
Allocation by Funding				94.7%	35.2%		
APF	\$ 1,361,442	\$ 1,361,442	\$ -	\$ -	\$ -	\$ -	\$ 1,361,442
State Transportation Trust	\$ 1,361,442	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Project Costs	\$ 58,095,442	\$ 1,361,442	\$ 919,308	\$ 18,103,804	\$ 23,806,676	\$ 8,734,591	\$ 15,195,098
Bonds Issued to Date	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Capital Development & Transportation Trust	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Additional Borrowing of \$9.7 million will be needed to close the project financing out based upon current estimates.

## BONDS & PFC UPDATE

- Bonds
  - As a reminder, \$9.7 million of new money; \$55 million forward refunding of 2010A
  - Kick-off meeting held with issuance team; regular cadence established
  - Initial draft of supporting documents to be circulated this week
  - Closing anticipated for November
- PFCs
  - Requesting FAA approval of amendment to PFC Application #1-#3 by extending expiration date to 2025 (\$14.6 million)
  - Requesting FAA approval of Application #4 for Terminal Rehabilitation, Loading Bridge Upgrades and Air Traffic Control Tower Rehabilitation (\$9.7 million)
  - Increases collected PFC revenue by approximately \$141 million overall
  - Notification sent to AAC members; meeting scheduled for October 16<sup>th</sup>

Financial Statement												
Balance Sheet												
	2019			2018			2017			2016		
	12/31	9/30	6/30	12/31	9/30	6/30	12/31	9/30	6/30	12/31	9/30	6/30
<b>Assets</b>												
100 Cash and cash equivalents	100	100	100	100	100	100	100	100	100	100	100	100
101 Accounts receivable	101	101	101	101	101	101	101	101	101	101	101	101
102 Inventory	102	102	102	102	102	102	102	102	102	102	102	102
103 Prepaid expenses	103	103	103	103	103	103	103	103	103	103	103	103
104 Other assets	104	104	104	104	104	104	104	104	104	104	104	104
<b>Liabilities</b>												
200 Accounts payable	200	200	200	200	200	200	200	200	200	200	200	200
201 Accrued liabilities	201	201	201	201	201	201	201	201	201	201	201	201
202 Long-term debt	202	202	202	202	202	202	202	202	202	202	202	202
203 Other liabilities	203	203	203	203	203	203	203	203	203	203	203	203
<b>Equity</b>												
300 Common stock	300	300	300	300	300	300	300	300	300	300	300	300
301 Retained earnings	301	301	301	301	301	301	301	301	301	301	301	301
302 Other equity	302	302	302	302	302	302	302	302	302	302	302	302

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**STATISTICAL  
&  
FINANCIAL  
PERFORMANCE**

**August 2019**

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



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ALBANY COUNTY AIRPORT AUTHORITY  
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**TO: ACAA Members**

**FROM: Michael F. Zonsius, CFO**

**RE: August 2019 Financial Performance**

**INTRODUCTION**

The attached report includes the Airport’s August 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 August 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 August	2018 YTD
<b>Enplanements</b>	2.0%	3.9%	4.3%
<b>Operations (Take Offs/Landings)</b>	-4.2%	1.0%	-4.2%
<b>Landed Weight</b>	0.9%	3.6%	4.3%
<b>Cargo, Mail &amp; Express (Tons)</b>	1.5%	2.2%	1.1%

August 2019 seat capacity was 2.6% more than August 2018 and the monthly load factor was 92% for August 2019 and 90% for August 2018.

## ENPLANEMENT SHARE

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	5.5%		5.5%	0.0%		0.0%
American	5.2%	14.6%	19.8%	7.4%	13.9%	21.3%
Boutique Air	0.0%		0.0%	0.1%		0.1%
Cape Air	0.3%		0.3%	0.8%		0.8%
Delta	11.0%	5.3%	16.3%	11.0%	4.1%	15.1%
Elite Airways	0.0%		0.0%	0.1%		0.1%
Frontier	4.0%		4.0%	0.0%		0.0%
Jet Blue	5.9%		5.9%	6.1%		6.1%
Southwest	32.8%		32.8%	39.4%		39.4%
OneJet	0.0%		0.0%	0.4%		0.4%
United	7.0%	8.3%	15.3%	6.3%	10.3%	16.6%
Charters	0.1%		0.1%	0.1%		0.1%
Totals	71.8%	28.2%	100.0%	71.7%	28.3%	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 \$3,870,872. These YTD results do not reflect the adjustments for year-end settlement or reflect other year-end adjustments for 2019 which effect the revenue sharing with the airlines.

	2019 YTD Budget	2019 YTD Actual	2018 YTD Actual	2019 YTD vs 2018 YTD
Airport revenues	\$ 30,794,581	\$ 32,246,681	\$ 30,362,610	1,884,071
FBO revenues less cost of sales	1,752,004	2,066,393	1,877,075	189,318
Total operating expenses	(21,867,184)	(21,168,176)	(20,434,720)	(733,456)
Operating results	10,679,401	13,144,898	11,804,965	1,339,933
Other revenue and expenses, net	(4,302,539)	(3,897,164)	(6,211,101)	2,313,937
Net results	\$ 6,376,862	\$ 9,247,734	\$ 5,593,864	
Net variances: (2019 Actual to Budget)		\$ 2,870,872		
(2019 Actual to 2018 Actual)				\$ 3,653,870

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 \$32.2 million and are \$1,452,100 more than the \$30.8 million budget to date.

PUBLIC PARKING REVENUES for YTD 2019 total \$10,941,700 compared to \$10,343,000 in YTD 2018, a 5.8% increase and are \$554,500 more than budget. Parking revenue per passenger increased from \$10.50 in YTD 2018 to \$10.66 in YTD 2019.

RENTAL CAR REVENUES for YTD 2019 total \$3,641,300 compared to \$3,517,200 in YTD 2018, and are \$217,500 more than budget. Rental car revenue per passenger decreased to \$3.55 in YTD 2019 from \$3.57 in YTD 2018.

FOOD AND BEVERAGE REVENUES for YTD 2019 total \$815,000 compared to \$557,800 in YTD 2018 and are \$158,400 more than budget. Concessionaire sales' per enplaned passenger were \$6.33 in YTD 2019 compared to \$5.70 in YTD 2018. Authority revenue per passenger was \$0.79 in YTD 2019, which is an increase from \$0.57 in YTD 2018.

RETAIL REVENUES for YTD 2019 total \$649,200 compared to \$574,500 in YTD 2018, and are \$45,700 more than budgeted. Concessionaire sales' for YTD 2019 per enplanement were \$2.99 in YTD 2019 compared to \$2.73 in YTD 2018. Authority revenue per passenger was \$0.63 in YTD 2019 compared to \$0.58 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	\$ 16,289,994	\$ 15,715,954	\$ 574,040	\$ 15,149,963	\$ (565,991)
Million Air	2,192,753	2,212,736	(19,983)	2,102,455	(110,281)
Authority	3,384,437	3,239,486	144,951	3,182,302	(57,184)
Total	<u>\$ 21,867,184</u>	<u>\$ 21,168,176</u>	<u>\$ 699,008</u>	<u>\$ 20,434,720</u>	<u>\$ (733,456)</u>
Variance			3.20%		-3.59%

## OTHER REVENUES AND EXPENSES

Other revenues and expenses when netted together for YTD 2019 are \$405,400 more than budgeted mainly due to interest earnings that were \$425,500 more than budgeted and which is offset by timing difference in non-capital equipment expenses.

## AFCO/AVPORTS AIRPORT OPERATIONS

Operating expenses for AFCO/AvPorts in YTD 2019 are \$574,000 (3.5%) 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	\$ 6,906,160	\$ 7,028,470	\$ 122,310	\$ 6,997,365	\$ 31,105
Cost of Sales	(3,688,630)	(3,481,759)	206,871	(3,674,327)	192,568
Net results before O & M Expenses	\$ 3,217,530	\$ 3,546,711	\$ 329,181	\$ 3,323,038	\$ 223,673
FUEL SALES (gallons)					
Jet A	818,623	846,668	28,045	782,518	64,150
AvGas - Retail	36,015	44,140	8,125	35,825	8,315
AvGas - Commercial	42,198	34,229	(7,969)	63,554	(29,325)
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	\$ 1,398,422	\$ 1,457,747	\$ 59,325	\$ 1,340,354	\$ 117,393
AvGas - Retail	\$ 42,298	\$ 42,345	\$ 47	\$ 43,019	\$ (674)
AvGas - Commercial	\$ 15,613	\$ 14,476	\$ (1,137)	\$ 25,289	\$ (10,813)
DEICING NET REVENUE					
Sprayed	\$ 214,254	\$ 460,370	\$ 246,116	\$ 448,980	\$ 11,390
Consortium	\$ -	\$ (1,145)	\$ (1,145)	\$ (62,904)	\$ 61,759

YTD Net Results before YTD Operating and Maintenance expenses were \$329,200 more than budgeted and \$223,700 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 \$20,000 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 \$145,000 less than budgeted mainly because of timing differences between budgeted and actual expenses. Departure's net operating results are (\$26,300) for YTD 2019 compared to (\$10,600) for YTD 2018.

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



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



# Statistical Highlights

## Albany International Airport August Highlights

ACTIVITIES:		2019	2019	Percentage	2018	Percentage
		ACTUAL	BUDGET	Actual vs. Budget	Actual	Actual 2019 VS. 2018
<i>Enplanements</i>	Current Month	144,967	142,687	1.6%	139,520	3.9%
	Year - to - Date	1,026,879	1,007,076	2.0%	984,723	4.3%
<i>Aircraft Operations</i>	Current Month	5,873	5,816	1.0%	5,816	1.0%
	Year - to - Date	41,399	43,198	-4.2%	43,195	-4.2%
<i>Landed Weight (#)</i>	Current Month	148,593,387	148,340,625	0.2%	143,487,018	3.6%
	Year - to - Date	1,129,525,101	1,119,517,257	0.9%	1,082,887,397	4.3%
<i>Cargo, Mail &amp; Express (Tons)</i>	Current Month	1,784	1,630	9.4%	1,746	2.2%
	Year - to - Date	12,439	12,253	1.5%	12,301	1.1%
<i>FBO Jet A (Gallons)</i>	Current Month	180,994	141,198	28.2%	153,689	17.8%
	Year - to - Date	846,668	818,623	3.4%	782,518	8.2%
<i>FBO AvGas (Gallons)</i>	Current Month	9,844	6,128	60.6%	6,341	55.2%
	Year - to - Date	44,140	36,015	22.6%	35,825	23.2%
<i>AvGas Commercial (gallons)</i>	Current Month	590	5,769	-89.8%	8,689	-93.2%
	Year - to - Date	34,229	42,198	-18.9%	63,554	-46.1%
<i>FBO Into-Plane (Gallons)</i>	Current Month	2,107,530	1,875,060	12.4%	1,913,571	10.1%
	Year - to - Date	15,115,168	13,603,957	11.1%	13,883,359	8.9%
<i>FBO Deicing (Gallons)</i>	Current Month	0	0	0.0%	0	0.0%
	Year - to - Date	107,042	99,500	7.6%	139,769	-23.4%

### REVENUES:

<i>Landing Fees</i>	Current Month	\$592,801	\$591,706	0.2%	\$565,288	4.9%
	Year - to - Date	\$4,387,894	\$4,339,090	1.1%	\$4,157,523	5.5%
<i>Terminal</i>	Current Month	\$573,266	\$538,545	6.4%	\$527,771	8.6%
	Year - to - Date	\$4,586,128	\$4,308,364	6.4%	\$4,277,440	7.2%
<i>Parking</i>	Current Month	\$1,250,979	\$1,151,398	8.6%	\$1,173,263	6.6%
	Year - to - Date	\$10,941,656	\$10,387,191	5.3%	\$10,343,006	5.8%
<i>Rental Cars</i>	Current Month	\$787,627	\$688,162	14.5%	\$751,410	4.8%
	Year - to - Date	\$3,641,315	\$3,423,829	6.4%	\$3,517,217	3.5%
<i>Food &amp; Beverage</i>	Current Month	\$109,080	\$92,667	17.7%	\$81,127	34.5%
	Year - to - Date	\$814,969	\$656,552	24.1%	\$557,786	46.1%
<i>Retail</i>	Current Month	\$93,911	\$86,620	8.4%	\$82,457	13.9%
	Year - to - Date	\$649,183	\$603,451	7.6%	\$574,451	13.0%
<i>Departure</i>	Current Month	\$23,998	\$25,640	-6.4%	\$21,174	13.3%
	Year - to - Date	\$137,168	\$164,389	-16.6%	\$148,591	-7.7%
<i>FBO Jet A , Net</i>	Current Month	\$339,586	\$241,203	40.8%	\$271,633	25.0%
	Year - to - Date	\$1,457,747	\$1,398,422	4.2%	\$1,340,354	8.8%
<i>FBO AvGas, Net</i>	Current Month	\$9,384	\$7,197	30.4%	\$11,213	-16.3%
	Year - to - Date	\$42,345	\$42,298	0.1%	\$43,019	-1.6%
<i>AvGas Commercial, Net</i>	Current Month	-\$824	\$2,135	-138.6%	\$3,242	-125.4%
	Year - to - Date	\$14,476	\$15,613	-7.3%	\$25,289	-42.8%
<i>FBO Into-Plane</i>	Current Month	\$61,325	\$60,692	1.0%	\$58,125	5.5%
	Year - to - Date	\$468,175	\$440,332	6.3%	\$449,840	4.1%
<i>FBO Deicing, Net</i>	Current Month	\$0	\$0	0.0%	\$0	0.0%
	Year - to - Date	\$459,225	\$214,254	114.3%	\$386,076	18.9%

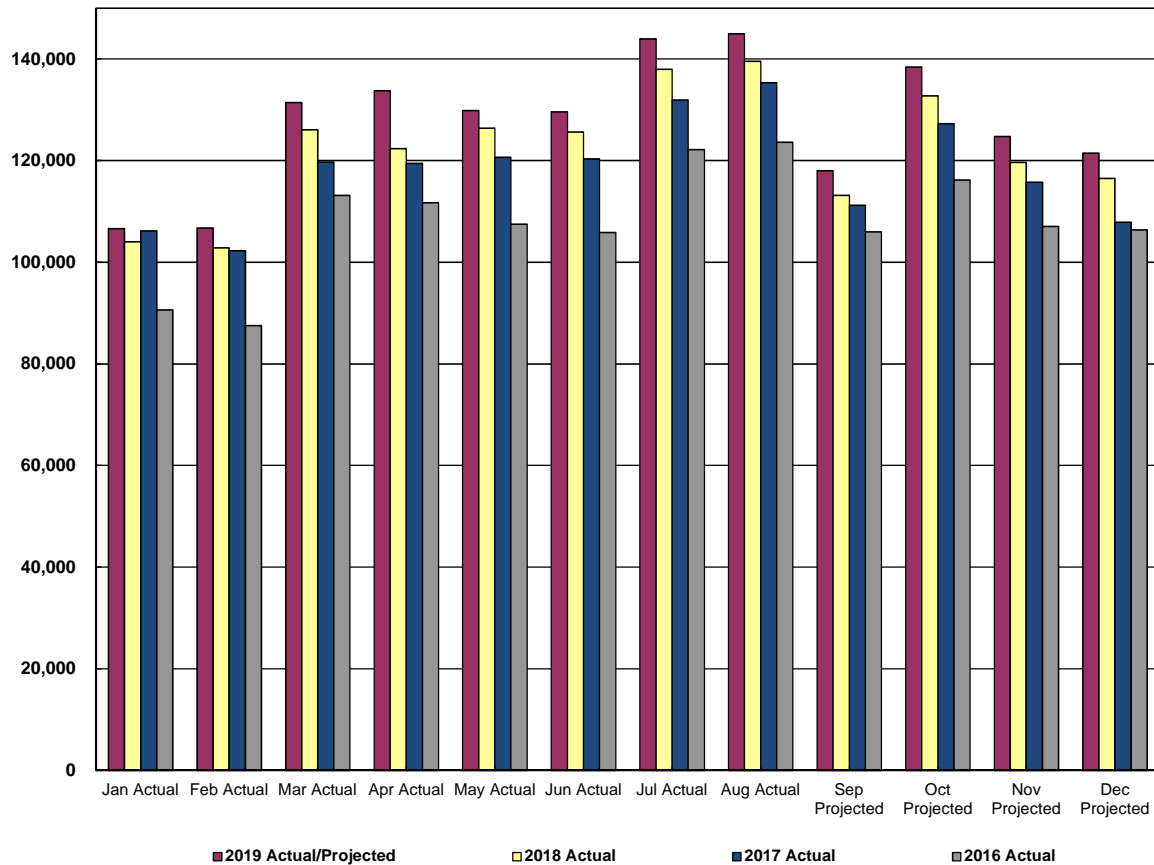
## Albany International Airport August Highlights

	2019 YTD	2018	2017	2016	2015
<b>REVENUE PER ENPLANEMENT:</b>	PRELIMINARY	AUDITED	AUDITED	AUDITED	AUDITED
Parking	\$10.66	\$10.40	\$10.57	\$10.57	\$9.87
Rental Car	\$3.55	\$3.79	\$3.83	\$3.59	\$3.89
Food & Beverage	\$0.79	\$0.62	\$0.57	\$0.56	\$0.51
Retail	\$0.63	\$0.58	\$0.57	\$0.56	\$0.54
Departure	\$0.13	\$0.17	\$0.20	\$0.17	\$0.19

## Annual Rates and Charges Summary

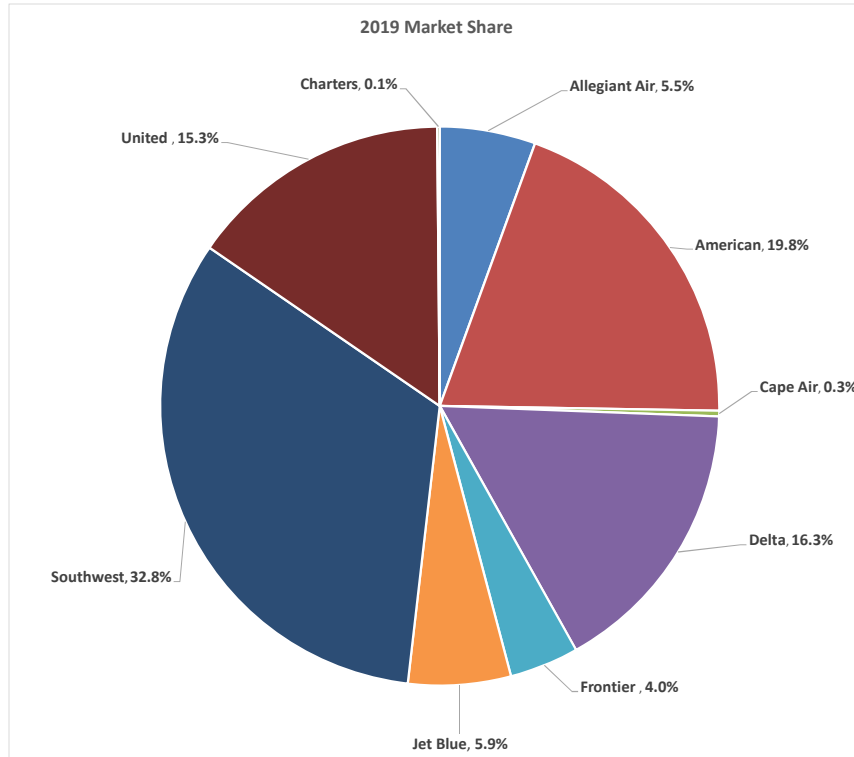
	2019	2018	2017	2016	2015
<b>AIRLINE RATES &amp; CHARGES:</b>	BUDGET	AUDITED	AUDITED	AUDITED	AUDITED
Landing Fees Per 1,000 lbs. MGLW:					
Signatory	\$3.35	\$2.92	\$3.12	\$2.73	\$3.27
Non-Signatory	\$4.19	\$4.16	\$3.91	\$4.04	\$4.04
Apron Fees Per Square Foot:	\$1.48	\$1.31	\$1.33	\$1.19	\$1.52
Terminal 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 eight months ended August 31



		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	(Actual)	129,868	129,213	655	0.5%	126,345	2.8%	120,665	118,293
June	(Actual)	129,585	128,470	1,115	0.9%	125,618	3.2%	120,316	117,743
July	(Actual)	143,957	141,115	2,842	2.0%	137,983	4.3%	131,916	130,930
<b>August</b>	<b>(ACTUAL)</b>	<b>144,967</b>	<b>142,687</b>	<b>2,280</b>	<b>1.6%</b>	<b>139,520</b>	<b>3.9%</b>	<b>135,306</b>	<b>133,612</b>
September	(Projected)	117,982	115,707	2,275	2.0%	113,139	4.3%	111,208	115,752
October	(Projected)	138,405	135,736	2,669	2.0%	132,723	4.3%	127,281	123,374
November	(Projected)	124,761	122,355	2,406	2.0%	119,639	4.3%	115,758	115,220
December	(Projected)	121,469	119,126	2,342	2.0%	116,482	4.3%	107,862	108,206
<b>Total</b>		<b>1,529,496</b>	<b>1,500,000</b>	<b>29,496</b>	<b>2.0%</b>	<b>1,466,706</b>	<b>4.3%</b>	<b>1,417,835</b>	<b>1,407,434</b>
<b>YTD Enplanements</b>		<b>1,026,879</b>	<b>1,007,076</b>	<b>19,803</b>	<b>2.0%</b>	<b>984,723</b>	<b>4.3%</b>	<b>955,726</b>	<b>944,882</b>

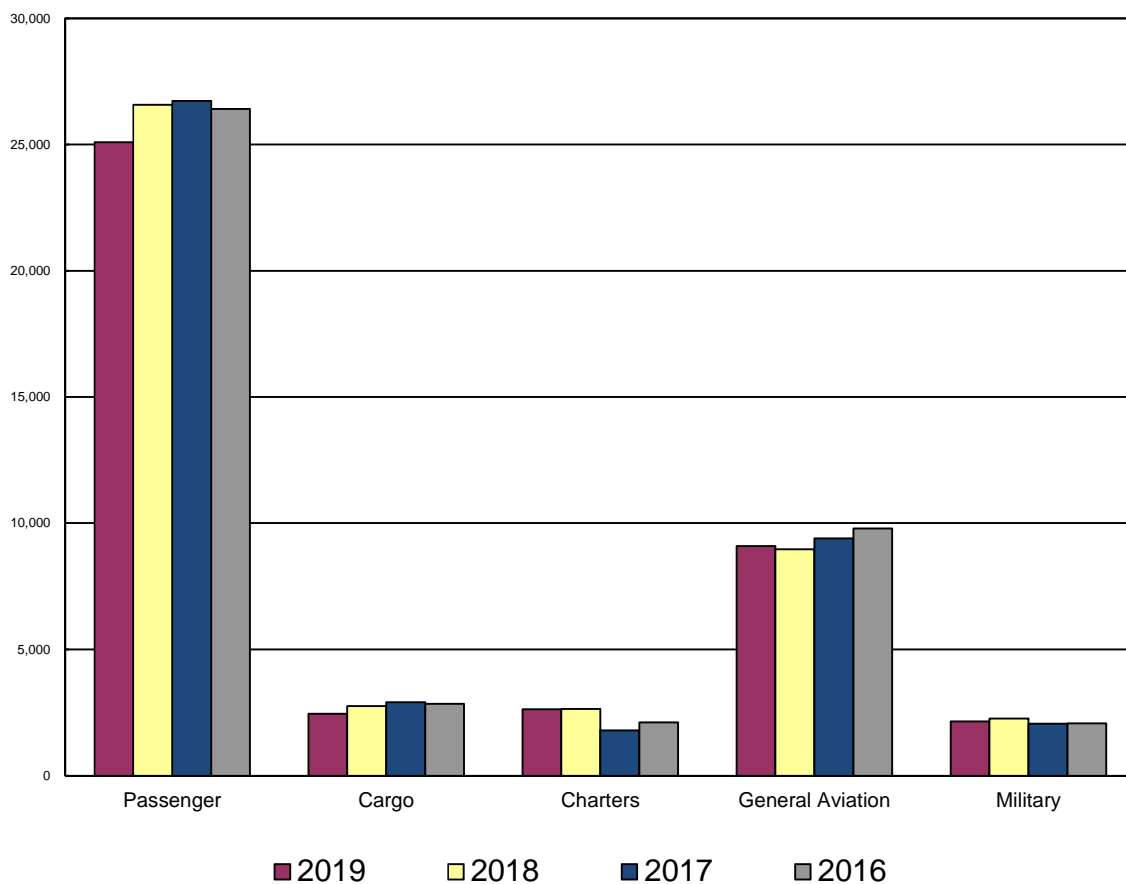
# Albany International Airport Enplanements Per Carrier For the eight months ended August 31



Carrier	Current Month		#	%	Year To Date		#	%	YTD Market Share		%
	2019	2018			Change	Change			2019	2018	
Allegiant Air	7,215	0	7,215	100.0%	56,957	0	56,957	100.0%	5.5%	0.0%	5.5%
American	4,714	10,475	(5,761)	-55.0%	53,072	73,079	(20,007)	-27.4%	5.2%	7.4%	-2.3%
American Eagle-Air Wisconsin	0	0	0	0.0%	0	313	(313)	-100.0%	0.0%	0.0%	0.0%
American Eagle - Envoy	1,764	3,621	(1,857)	-51.3%	20,258	27,216	(6,958)	-25.6%	2.0%	2.8%	-0.8%
American Eagle-Piedmont	8,029	4,901	3,128	63.8%	58,743	28,219	30,524	108.2%	5.7%	2.9%	2.9%
American Eagle-PSA	5,531	3,109	2,422	77.9%	44,046	28,611	15,435	53.9%	4.3%	2.9%	1.4%
American Eagle-Republic	4,076	2,849	1,227	43.1%	10,681	44,001	(33,320)	-75.7%	1.0%	4.5%	-3.4%
American Eagle-SkyWest	3,898	0	3,898	0.0%	16,027	0	16,027	100.0%	1.6%	0.0%	1.6%
American Eagle-TransStates	0	2,547	(2,547)	-100.0%	0	8,003	(8,003)	-100.0%	0.0%	0.8%	-0.8%
Boutique Air	0	0	0	0.0%	0	827	(827)	-100.0%	0.0%	0.1%	-0.1%
Cape Air	0	1,123	(1,123)	-100.0%	3,275	7,966	(4,691)	-58.9%	0.3%	0.8%	-0.5%
Delta	17,243	16,874	369	2.2%	112,531	108,368	4,163	3.8%	11.0%	11.0%	0.0%
Delta - Endeavor	3,175	1,025	2,150	209.8%	11,021	2,376	8,645	363.8%	1.1%	0.2%	0.8%
Delta - Go Jet	0	5,537	(5,537)	-100.0%	13,739	13,592	147	1.1%	1.3%	1.4%	0.0%
Delta - Republic	0	0	0	0.0%	155	0	155	100.0%	0.0%	0.0%	0.0%
Delta - SkyWest	5,959	746	5,213	698.8%	30,112	24,089	6,023	25.0%	2.9%	2.4%	0.5%
Elite Airways	0	246	(246)	-100.0%	0	917	(917)	-100.0%	0.0%	0.1%	-0.1%
Frontier	6,786	0	6,786	100.0%	41,163	0	41,163	100.0%	4.0%	0.0%	4.0%
Jet Blue	8,309	7,354	955	13.0%	60,920	60,329	591	1.0%	5.9%	6.1%	-0.2%
One-Jet	0	425	(425)	-100.0%	0	3,964	(3,964)	-100.0%	0.0%	0.4%	-0.4%
Southwest	42,035	49,912	(7,877)	-15.8%	336,823	387,605	(50,782)	-13.1%	32.8%	39.4%	-6.6%
United	16,029	17,264	(1,235)	-7.2%	72,278	62,042	10,236	16.5%	7.0%	6.3%	0.7%
United Express - Air Wisconsin	496	799	(303)	-37.9%	11,177	6,469	4,708	72.8%	1.1%	0.7%	0.4%
United Exp-Commutair	8,277	8,691	(414)	-4.8%	57,103	61,898	(4,795)	-7.7%	5.6%	6.3%	-0.7%
United Exp-Express Jet	0	0	0	0.0%	6,480	5,158	1,322	25.6%	0.6%	0.5%	0.1%
United Exp-Go Jet	0	0	0	0.0%	0	223	(223)	-100.0%	0.0%	0.0%	0.0%
United Express - Go Jet	0	0	0	100.0%	658	0	658	100.0%	0.1%	0.0%	0.1%
United Exp-Mesa	978	1,132	(154)	-13.6%	3,904	4,335	(431)	-10.0%	0.4%	0.4%	-0.1%
United Exp-Republic	121	0	121	0.0%	650	4,042	(3,392)	-83.9%	0.1%	0.4%	-0.3%
United Exp-SkyWest	70	57	13	22.8%	3,590	12,247	(8,657)	-70.7%	0.3%	1.2%	-0.9%
United Exp-TransStates	0	459	(459)	-100.0%	0	8,065	(8,065)	-100.0%	0.0%	0.8%	-0.8%
Other - Charters	262	374	(112)	100.0%	1,516	769	747	97.1%	0.1%	0.1%	0.1%
<b>Total</b>	<b>144,967</b>	<b>139,520</b>	<b>5,447</b>	<b>3.9%</b>	<b>1,026,879</b>	<b>984,723</b>	<b>42,156</b>	<b>4.3%</b>	<b>100.0%</b>	<b>100.0%</b>	<b>0.0%</b>

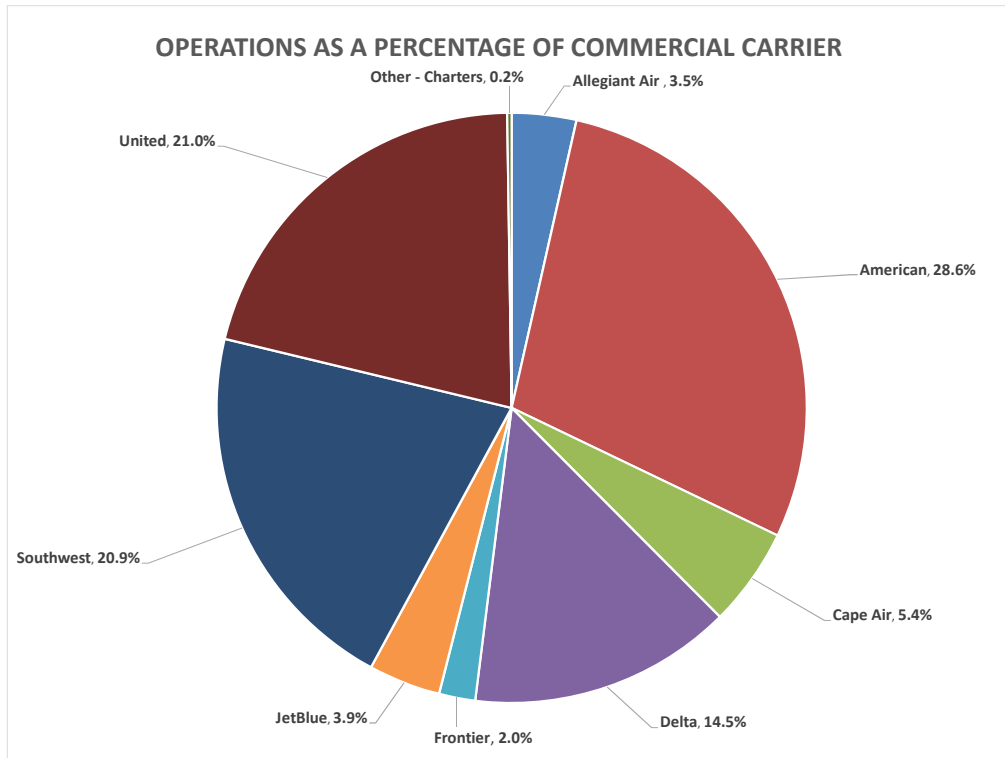
YTD Budget	YTD Actual	# Variance	% Variance
1,007,076	1,026,879	19,803	2.0%

## Albany International Airport Aircraft Operations by Type For the eight months ended August 31



Type	2019	2018	% Change	2017	2016
Passenger	25,090	26,574	-5.6%	26,726	26,414
Cargo	2,444	2,758	-11.4%	2,910	2,844
Charters & Corporate	2,632	2,639	-0.3%	1,790	2,108
Sub Total	30,166	31,971	-5.6%	31,426	31,366
General Aviation	9,090	8,965	1.4%	9,400	9,787
Military	2,143	2,259	-5.1%	2,051	2,071
<b>Total</b>	<b>41,399</b>	<b>43,195</b>	<b>-4.2%</b>	<b>42,877</b>	<b>43,224</b>

## Albany International Airport Operations Per Carrier For the eight months ended August 31

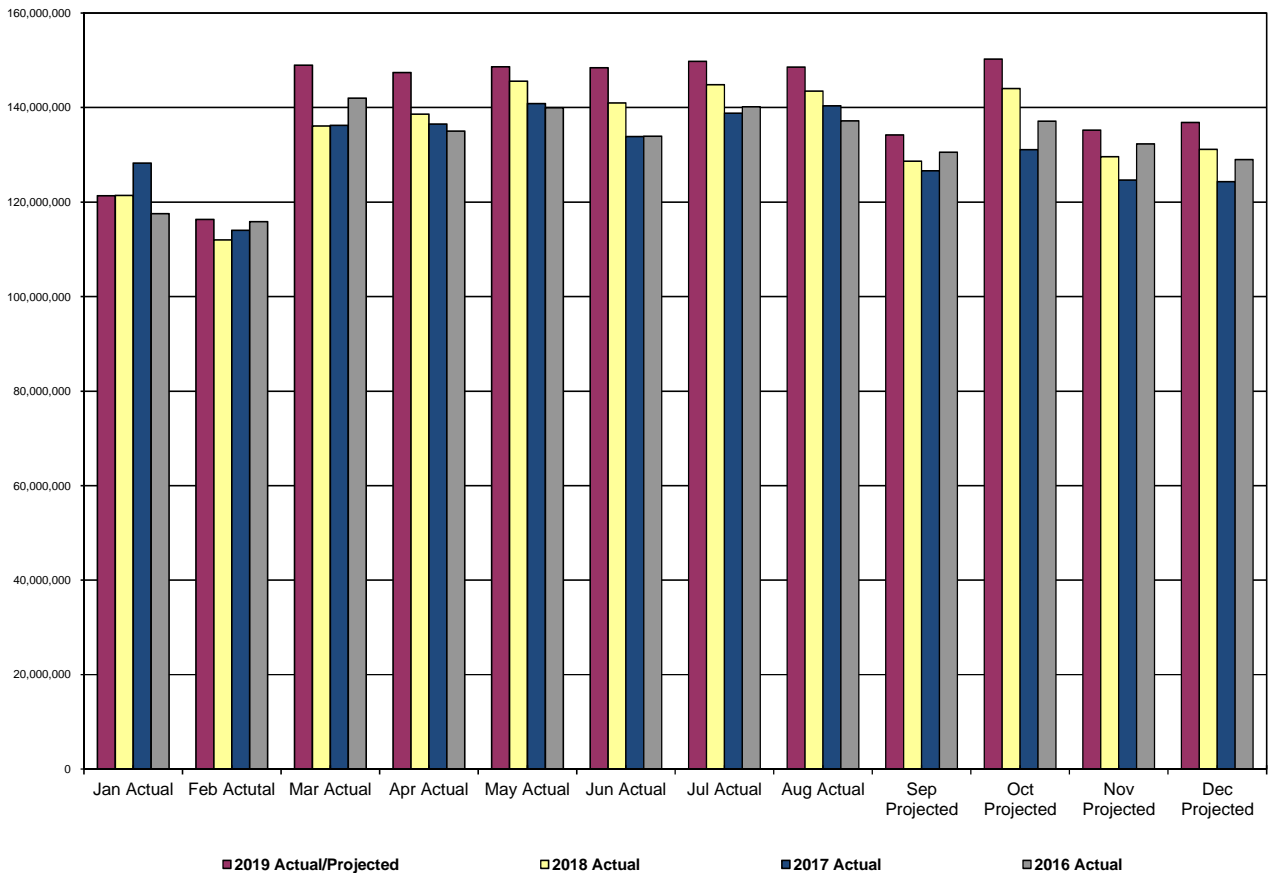


Carrier	# Sch.	Current Month		#	%	Year To Date		#	%	YTD Market Share		%
		2019	2018			Change	Change			2019	2018	
Allegiant Air	98	98	0	98	100.0%	888	0	888	100.0%	2.9%	0.0%	2.9%
American	80	80	166	(86)	-51.8%	972	1,180	-208	-17.6%	3.2%	3.7%	-0.5%
American - Air Wisconsin	0	0	0	0	0.0%	0	18	-18	-100.0%	0.0%	0.1%	-0.1%
American - Envoy	52	50	126	(76)	-60.3%	722	954	-232	-24.3%	2.4%	3.0%	-0.6%
American - Piedmont	356	350	216	134	62.0%	2,716	1,308	1,408	107.6%	9.0%	4.1%	4.9%
American - PSA	220	216	146	70	47.9%	1,848	1,312	536	40.9%	6.1%	4.1%	2.0%
American - Republic Airways	124	122	84	38	45.2%	342	1,442	-1,100	-76.3%	1.1%	4.5%	-3.4%
American - Skywest	132	130	0	130	100.0%	570	0	570	100.0%	1.9%	0.0%	1.9%
American - Trans States	0	0	110	(110)	-100.0%	0	366	-366	-100.0%	0.0%	1.1%	-1.1%
Boutique Air	0	0	0	0	0.0%	0	502	-502	-100.0%	0.0%	1.6%	-1.6%
Cape Air	0	0	360	(360)	-100.0%	1,356	2,748	-1,392	-50.7%	4.5%	8.6%	-4.1%
Delta	274	282	240	42	17.5%	1,874	1,844	30	1.6%	6.2%	5.8%	0.4%
Delta - Endeavor	86	88	36	52	144.4%	330	120	210	175.0%	1.1%	0.4%	0.7%
Delta - Express Jet	0	0	0	0	0.0%	0	2	-2	-100.0%	0.0%	0.0%	0.0%
Delta - Go Jet	0	0	178	(178)	-100.0%	466	422	44	10.4%	1.5%	1.3%	0.2%
Delta-Republic	0	6	0	6	0.0%	14	6	8	133.3%	0.0%	0.0%	0.0%
Delta - Sky West	166	168	24	144	600.0%	944	982	-38	-3.9%	3.1%	3.1%	0.0%
Elite Airlines	0	0	18	(18)	-100.0%	0	80	-80	-100.0%	0.0%	0.3%	-0.3%
Frontier	78	78	0	78	100.0%	498	0	498	100.0%	1.7%	0.0%	1.7%
JetBlue	124	126	124	2	1.6%	988	964	24	2.5%	3.3%	3.0%	0.3%
One Jet	0	0	74	(74)	-100.0%	0	744	-744	-100.0%	0.0%	2.3%	-2.3%
Southwest	610	610	680	(70)	-10.3%	5,232	5,950	-718	-12.1%	17.4%	18.6%	-1.2%
United	228	228	246	(18)	-7.3%	1,168	938	230	24.5%	3.9%	2.9%	1.0%
United Air Wisconsin	20	20	38	(18)	-47.4%	508	298	210	70.5%	1.7%	0.9%	0.8%
United - Commut Air	384	384	398	(14)	-3.5%	2,820	3,002	-182	-6.1%	9.4%	9.4%	0.0%
United - Express Jet	2	2	2	0	0.0%	392	280	112	40.0%	1.3%	0.9%	0.4%
United - Go Jet	0	0	0	0	0.0%	20	8	12	150.0%	0.1%	0.0%	0.1%
United - Mesa	30	30	34	(4)	-11.8%	124	134	-10	-7.5%	0.4%	0.4%	0.0%
United - Republic Airways	4	4	0	4	100.0%	30	128	-98	-76.6%	0.1%	0.4%	-0.3%
United - SkyWest	2	2	2	0	0.0%	158	448	-290	-64.7%	0.5%	1.4%	-0.9%
United - Trans States	0	0	20	(20)	-100.0%	0	374	-374	-100.0%	0.0%	1.2%	-1.2%
Other - Charters	12	12	10	2	20.0%	60	20	40	200.0%	0.2%	0.1%	0.1%
<b>Subtotal</b>	<b>3,082</b>	<b>3,086</b>	<b>3,332</b>	<b>(246)</b>	<b>-7.4%</b>	<b>25,040</b>	<b>26,574</b>	<b>-1,534</b>	<b>-5.8%</b>	<b>83.1%</b>	<b>83.1%</b>	<b>0.0%</b>

DHL - Ameriflight, Inc.	42	50	(8)	-16.0%	346	352	-6	-1.7%	1.1%	1.1%	0.0%
Federal Express	46	46	0	0.0%	356	346	10	2.9%	1.2%	1.1%	0.1%
Federal Express - Wiggins Airways	150	224	(74)	-33.0%	1,188	1,512	-324	-21.4%	3.9%	4.7%	-0.8%
United Parcel Service	82	88	(6)	-6.8%	554	548	6	1.1%	1.8%	1.7%	0.1%
<b>Subtotal</b>	<b>320</b>	<b>408</b>	<b>(88)</b>	<b>-21.6%</b>	<b>2,444</b>	<b>2,758</b>	<b>-314</b>	<b>-11.4%</b>	<b>8.1%</b>	<b>8.6%</b>	<b>-0.5%</b>

Charter, Corporate & Diversions	489	366	123	33.6%	2,632	2,639	-7	-0.3%	8.7%	8.3%	0.4%
<b>Total</b>	<b>3,895</b>	<b>4,106</b>	<b>(211)</b>	<b>-5.1%</b>	<b>30,116</b>	<b>31,971</b>	<b>-1,855</b>	<b>-5.8%</b>	<b>100.0%</b>	<b>100.0%</b>	<b>0.0%</b>

## Albany International Airport Landed Weights 2016 - 2019 For the eight months ended August 31

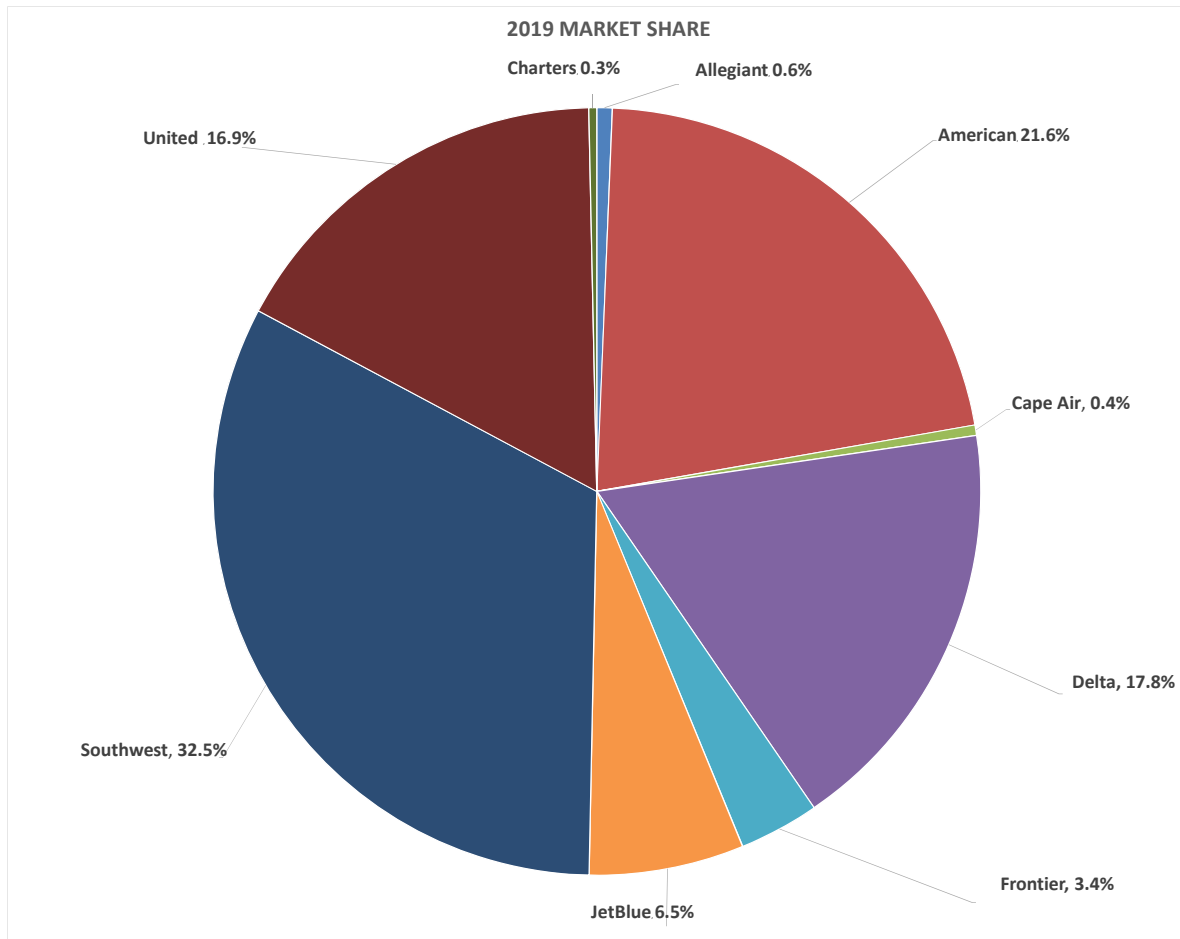


		2019	2019 Budget	2019 Variance	2018	2019 vs. 2018	2017	2016
January	(Actual)	121,373,829	125,515,413	(4,141,584)	121,408,632	0.0%	128,222,843	117,525,483
February	(Actual)	116,327,437	115,761,286	566,151	111,973,654	3.9%	114,046,534	115,840,308
March	(Actual)	148,943,975	140,696,948	8,247,027	136,093,437	9.4%	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	(Actual)	148,624,852	150,472,077	(1,847,224)	145,548,731	2.1%	140,846,914	139,980,749
June	(Actual)	148,440,298	145,739,073	2,701,225	140,970,587	5.3%	133,835,433	133,960,121
July	(Actual)	149,788,017	149,711,669	76,348	144,813,203	3.4%	138,796,395	140,184,045
<b>August</b>	<b>(ACTUAL)</b>	<b>148,593,387</b>	<b>148,340,625</b>	<b>252,762</b>	<b>143,487,018</b>	<b>3.6%</b>	<b>140,343,697</b>	<b>137,206,202</b>
September	(Projected)	134,206,679	133,017,578	1,189,101	128,665,331	4.3%	126,632,991	130,566,058
October	(Projected)	150,241,373	148,910,201	1,331,172	144,037,958	4.3%	131,118,304	137,092,985
November	(Projected)	135,211,409	134,013,405	1,198,003	129,628,576	4.3%	124,636,868	132,288,190
December	(Projected)	136,816,785	135,604,558	1,212,227	131,167,667	4.3%	124,327,179	128,999,178
<b>Total</b>		<b>1,686,001,347</b>	<b>1,671,063,000</b>	<b>14,938,347</b>	<b>1,616,386,930</b>	<b>4.3%</b>	<b>1,575,561,523</b>	<b>1,590,691,408</b>

YTD Landed Weight      1,129,525,101    1,119,517,257    10,007,844    1,082,887,397    4.3%    1,068,846,180    1,061,744,997



## Albany International Airport Landed Weights Per Carrier For the eight months ended August 31



Carrier	Current Month		#	%	Year To Date		#	%	YTD Market Share		%
	2019	2018			2019	2018			2019	2018	
Allegiant	6,871,785	0	6,871,785	100.0%	61,838,313	0	61,838,313	100.0%	5.5%	0.0%	5.5%
American	5,534,400	11,542,099	(6,007,699)	-52.1%	67,480,815	83,659,312	(16,178,497)	-19.3%	6.0%	7.7%	-1.8%
American Eagle	24,173,648	18,121,814	6,051,834	33.4%	164,751,110	160,736,682	4,014,429	2.5%	14.6%	14.8%	-0.3%
Boutique Air	0	0	0	0.0%	0	2,489,923	(2,489,923)	-100.0%	0.0%	0.2%	-0.2%
Cape Air	0	1,233,000	(1,233,000)	-100.0%	4,644,301	9,411,898	(4,767,596)	-50.7%	0.4%	0.9%	-0.5%
Delta	18,502,901	16,817,502	1,685,400	10.0%	127,118,307	122,504,114	4,614,193	3.8%	11.3%	11.3%	-0.1%
Delta Connection	9,801,636	8,192,201	1,609,435	19.6%	63,905,337	44,837,426	19,067,911	42.5%	5.7%	4.1%	1.5%
Elite Airlines	0	423,000	(423,000)	-100.0%	0	1,900,000	(1,900,000)	-100.0%	0.0%	0.2%	-0.2%
Frontier	5,545,723	0	5,545,723	100.0%	36,374,862	0	36,374,862	100.0%	3.2%	0.0%	3.2%
JetBlue	8,987,776	8,816,276	171,500	1.9%	70,152,922	68,539,435	1,613,487	2.4%	6.2%	6.3%	-0.1%
One Jet	0	1,173,825	(1,173,825)	-100.0%	0	11,115,418	(11,115,418)	-100.0%	0.0%	1.0%	-1.0%
Southwest	40,336,000	45,919,601	(5,583,601)	-12.2%	349,375,200	393,956,399	(44,581,199)	-11.3%	30.9%	36.4%	-5.4%
United	17,913,552	19,268,946	(1,355,394)	100.0%	87,682,654	72,943,492	14,739,161	20.2%	7.8%	6.7%	1.0%
United Expresses	10,183,564	11,340,255	(1,156,691)	-10.2%	92,496,675	109,534,796	(17,038,121)	-15.6%	8.2%	10.1%	-1.9%
Charters/Diversions	742,401	638,500	103,901	16.3%	3,704,604	1,258,500	2,446,104	194.4%	0.3%	0.1%	0.2%
<b>Total</b>	<b>148,593,387</b>	<b>143,487,018</b>	<b>5,106,369</b>	<b>3.6%</b>	<b>1,129,525,101</b>	<b>1,082,887,397</b>	<b>46,637,704</b>	<b>4.3%</b>	<b>100.0%</b>	<b>100.0%</b>	<b>0.0%</b>

YTD Budget	YTD Actual	# Variance	% Variance
1,119,517,257	1,129,525,101	10,007,844	0.9%

# Albany International Airport

## Cargo, Mail & Express Handled by Carrier

### For the eight months ended August 31

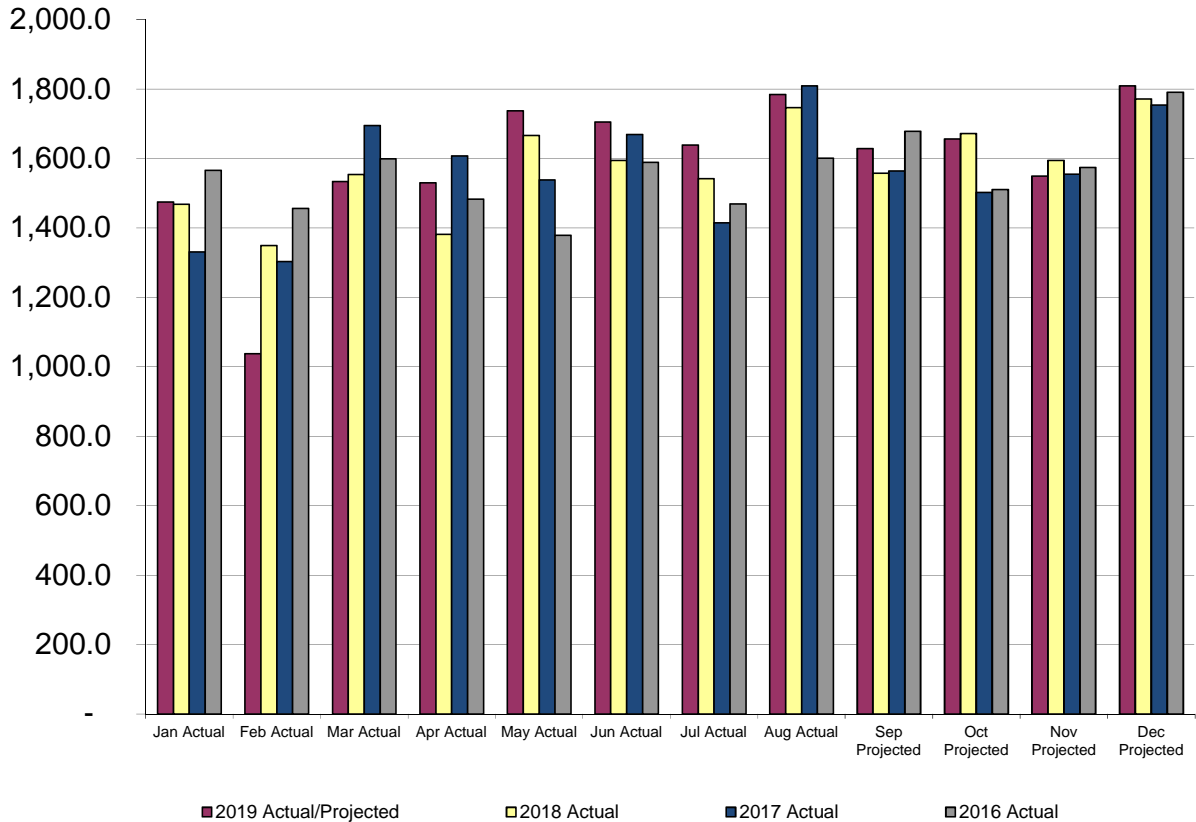
(In Tons)

	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	984.11	1,011.26	-2.7%	753.02	655.23	14.9%
June	883.57	970.52	-9.0%	820.97	624.09	31.5%
July	942.71	940.60	0.2%	695.91	600.88	15.8%
August	963.63	1,039.71	-7.3%	820.55	706.45	16.2%
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%
<b>Total</b>	<b>7,109.40</b>	<b>7,593.62</b>	<b>-6.4%</b>	<b>5,330.02</b>	<b>4,707.66</b>	<b>13.2%</b>
<b>Total Fiscal Year</b>		<b>12,039.20</b>			<b>6,700.28</b>	

Carrier	Cargo, Mail & Express		19 vs. 18	Cargo, Mail & Express	
	2019	2018	% Change	2017	2016
American	0.18	1.51	-88.0%	26.06	33.56
American - Air Wisconsin	0.00	0.08	-100.0%	0.91	3.56
American - Envoy	0.95	0.56	69.2%	0.14	2.07
American - Piedmont	17.80	1.62	1000.9%	1.48	2.02
American - PSA	17.59	7.10	147.6%	1.83	0.38
American - Republic Airways	0.02	0.00	0.0%	0.06	0.01
American - Skywest	140.31	0.00	0.0%	0.02	0.31
American - Trans States	0.00	1.25	0.0%	0.06	0.00
Delta	57.80	77.10	-25.0%	43.90	58.00
Southwest	254.19	233.22	9.0%	331.03	317.62
United	3.73	28.78	-87.0%	11.57	1.32
<b>Airline Subtotal</b>	<b>492.56</b>	<b>351.22</b>	<b>40.2%</b>	<b>417.07</b>	<b>418.83</b>
DHL - Ameriflight, Inc.	326.45	356.08	-8.3%	415.57	284.18
Federal Express	5,771.53	6,063.11	-4.8%	6,140.44	6,343.34
Federal Express - Wiggins Airways	455.33	623.57	-27.0%	708.09	769.18
United Parcel Serv	5,393.55	4,907.30	9.9%	4,684.98	4,323.76
<b>Subtotal Cargo</b>	<b>11,946.86</b>	<b>11,950.06</b>	<b>0.0%</b>	<b>11,949.09</b>	<b>11,720.47</b>
<b>Total</b>	<b>12,439.42</b>	<b>12,301.28</b>	<b>1.1%</b>	<b>12,366.16</b>	<b>12,139.30</b>
<b>Total Fiscal Year</b>		<b>18,739.48</b>		<b>18,692.11</b>	<b>19,372.93</b>

## Albany International Airport Cargo, Mail & Express 2016 - 2019 For the eight months ended August 31



(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	(Actual)	1,737.1	1,642.5	94.7	5.8%	1,666.5	4.2%	1,537.5	1,379.0
June	(Actual)	1,704.5	1,574.3	130.3	8.3%	1,594.6	6.9%	1,669.2	1,588.9
July	(Actual)	1,638.6	1,508.9	129.8	8.6%	1,541.5	6.3%	1,414.4	1,468.6
<b>August</b>	<b>(ACTUAL)</b>	<b>1,784.2</b>	<b>1,630.3</b>	<b>153.9</b>	<b>9.4%</b>	<b>1,746.2</b>	<b>2.2%</b>	<b>1,808.9</b>	<b>1,601.0</b>
September	(Projected)	1,628.1	1,603.7	24.4	1.5%	1,557.3	4.5%	1,563.4	1,677.6
October	(Projected)	1,656.2	1,631.4	24.9	1.5%	1,671.7	-0.9%	1,502.2	1,510.3
November	(Projected)	1,549.5	1,526.2	23.3	1.5%	1,594.4	-2.8%	1,554.4	1,574.1
December	(Projected)	1,809.2	1,782.0	27.2	1.5%	1,771.3	2.1%	1,753.3	1,790.7
		<b>19,082.4</b>	<b>18,796.0</b>	<b>286.4</b>	<b>1.5%</b>	<b>18,896.0</b>	<b>1.0%</b>	<b>18,739.5</b>	<b>18,692.1</b>
YTD Cargo, Mail, & Express		12,439.4	12,252.7	186.7	1.5%	12,301.3	1.1%	12,366.2	12,139.3

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



# Financial Information

Albany County Airport Authority  
Statements of Net Position

	Unaudited August 31, 2019	Audited December 31, 2018
<b><u>ASSETS</u></b>		
<b>CURRENT ASSETS</b>		
Unrestricted Assets		
Cash and cash equivalents	\$ 32,492,329	\$ 27,170,120
Accounts receivable - net	555,860	2,206,229
Due from Albany County	-	248,724
Prepaid Expenses	418,797	951,673
Total Unrestricted Assets	<u>33,466,986</u>	<u>30,576,746</u>
Restricted Assets		
CFC Funds	309,457	-
Capital Funds	17,165,813	25,897,864
PFC Funds	14,649,632	13,904,279
Revenue Bond Funds	18,683,331	12,778,763
FAA Restricted Funds:	1,074,889	198,096
Concession Improvement Funds	922,088	859,098
Total Restricted Assets	<u>52,805,210</u>	<u>53,638,100</u>
Total Current Assets	<u>86,272,196</u>	<u>84,214,846</u>
<b>NON-CURRENT ASSETS</b>		
Bond Insurance Premiums	260,777	300,790
Capital Assets	261,223,965	237,254,042
Prepaid Expenses	240,538	255,973
Total Non-Current Assets	<u>261,725,280</u>	<u>237,810,805</u>
Total Assets	<u>347,997,476</u>	<u>322,025,651</u>
<b><u>DEFERRED OUTFLOWS OF RESOURCES</u></b>		
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>
<b><u>LIABILITIES AND NET ASSETS</u></b>		
<b>CURRENT LIABILITIES</b>		
Payable from Unrestricted Assets	\$ 3,252,099	\$ 7,117,841
Payable from Restricted Assets	21,655,602	9,320,889
Total Current Liabilities	<u>24,907,701</u>	<u>16,438,730</u>
<b>NON-CURRENT LIABILITIES</b>		
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>118,358,471</u>	<u>109,889,501</u>
<b><u>DEFERRED INFLOWS OF RESOURCES</u></b>		
Concession Improvement Funds	922,088	859,098
OPEB expenses	64,289	64,289
Pension expenses	492,514	492,514
Total Deferred Inflows of Resources	<u>1,478,891</u>	<u>1,415,901</u>
<b><u>NET POSITION</u></b>		
Invested in Capital Assets, net of Related Debt	177,337,396	170,718,128
Restricted	30,730,285	26,650,235
Unrestricted	23,941,844	17,201,297
Net Position	<u>232,009,525</u>	<u>214,569,660</u>

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

	2019	AUGUST 2019				August	2019 Actual /
	Adopted FY Budget	Budget YTD	Actual YTD	Variance YTD	Variance %	2018 YTD Actual	Prior Year Var %
<b>AIRPORT REVENUES</b>							
Airline	\$ 15,065,276	\$ 10,044,864	\$ 10,461,606	\$ 416,742	4.15%	\$ 9,891,834	5.76%
Non-Airline	30,777,802	20,749,717	21,785,075	1,035,358	4.99%	20,470,776	6.42%
Total Revenues	45,843,078	30,794,581	32,246,681	1,452,100	4.72%	30,362,610	6.21%
<b>FIXED BASED OPERATOR RETAIL SALES</b>							
Fixed Based Operator Retail Sales	8,083,298	5,440,633	5,548,152	107,519	1.98%	5,551,402	-0.06%
Cost of Sales	5,494,245	3,688,629	3,481,759	206,870	5.61%	3,674,327	5.24%
Net FBO Retail Sales	2,589,053	1,752,004	2,066,393	314,389	17.94%	1,877,075	10.09%
<b>EXPENSE SUMMARY</b>							
AvPorts-Airport Management	24,011,186	16,289,994	15,715,954	574,040	3.52%	15,149,963	-3.74%
Million Air-FBO Management Authority	3,265,773	2,192,753	2,212,736	(19,983)	-0.91%	2,102,455	-5.25%
Authority	4,862,390	3,384,437	3,239,486	144,951	4.28%	3,182,302	-1.80%
Total Expenses	32,139,349	21,867,184	21,168,176	699,008	3.20%	20,434,720	-3.59%
<b>OPERATING RESULTS</b>	16,292,782	10,679,401	13,144,898	2,465,497	23.09%	11,804,965	11.35%
<b>OTHER REVENUES (EXPENSES)</b>							
Interest Earnings	875,457	583,638	1,009,184	425,546	72.91%	23,685	4160.86%
Passenger Facility Charges	4,516,141	3,010,760	3,010,760	0	0.00%	2,165,460	39.04%
ACAA '99 EFC Debt	(712,765)	(475,177)	(475,177)	0	0.00%	(298,136)	-59.38%
ACAA '10 A Debt Service	(8,172,601)	(5,448,401)	(5,448,401)	0	0.00%	(7,084,096)	23.09%
ACAA '17 A Debt Service	(430,225)	(286,817)	(286,817)	0	0.00%	(504,920)	43.20%
ACAA '17 B Debt Service	(1,130,125)	(753,417)	(753,417)	0	0.00%	(802,616)	6.13%
ACAA '18 A Debt Service	(771,322)	(514,215)	(514,215)	0	0.00%	0	100.00%
ACAA '18 B Debt Service	(703,378)	(468,919)	(468,919)	0	0.00%	0	100.00%
Line of Credit Interest	0	0	(13,043)	(13,043)	100.00%	0	100.00%
Non-Capital Equipment	(432,090)	(288,060)	(303,765)	(15,705)	5.45%	(222,495)	-36.53%
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	309,457	309,457	100.00%	0	100.00%
Customer Facility Charges Expense	0	0	(309,457)	(309,457)	100.00%	0	100.00%
Grant Income	138,700	92,467	92,340	(127)	-0.14%	266,417	65.34%
Improvement Charges	368,400	245,600	245,600	0	0.00%	245,600	0.00%
Total Other Revenues(Expenses)	(6,453,808)	(4,302,539)	(3,897,164)	405,375	-9.42%	(6,211,101)	37.25%
<b>NET RESULTS BEFORE RESERVES</b>	9,838,974	6,376,862	9,247,734	2,870,872	45.02%	5,593,864	-65.32%
Less: Capital Improvements	(3,306,134)	(2,204,089)	(2,204,089)	0	0.00%	(2,082,464)	-5.84%
Less: Reserve Requirements	(435,879)	(435,879)	(435,879)	0	0.00%	(200,381)	117.53%
<b>NET RESULTS</b>	6,096,961	3,736,894	6,607,766	2,870,872	76.83%	3,311,019	-99.57%
Revenue Sharing:							
Transfer to/from Airlines (50%)	3,048,481	1,868,447	3,303,883	1,435,436	76.83%	1,655,510	-99.57%
Authority Share (50%)	3,048,481	1,868,447	3,303,883	1,435,436	76.83%	1,655,510	-99.57%
Less: Airline Incentives	(1,000,000)	(666,667)	(935,497)	(268,830)	40.32%	(69,719)	1241.81%
Net Authority Share	\$ 2,048,481	\$ 1,201,780	\$ 2,368,386	\$ 1,166,606	97.07%	\$ 1,585,791	49.35%

MONTHLY RECAP	Adopted FY Budget		2019 Actual YTD		2018 Actual YTD	
	Operating Results	Net Results	Operating Results	Net Results	Operating Results	Net 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
MAY	1,449,727	911,910	1,560,561	1,151,239	1,749,157	1,066,326
JUNE	1,471,425	933,608	1,808,441	1,524,382	1,460,459	653,885
JULY	1,717,001	1,179,184	2,048,838	1,393,367	1,913,878	870,137
AUGUST	1,629,546	1,091,729	2,081,822	1,612,892	1,712,667	667,343
Sub Total	\$ 10,679,401	\$ 6,376,863	\$ 13,144,898	\$ 9,247,734	\$ 11,804,965	\$ 5,593,864
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	\$ 13,144,898	\$ 9,247,734	\$ 11,804,965	\$ 5,593,864

Albany County Airport Authority  
Revenue Summary

	2019	AUGUST 2019			August 2018 Actual	2019 Actual / Prior Year Variance %
	Adopted FY Budget	Budget YTD	Actual YTD	Variance YTD		
<b>AIRLINE REVENUES</b>						
COMMERCIAL	\$ 6,728,685	\$ 4,498,896	\$ 4,593,289	\$ 94,393	2.10%	\$ 4,373,947 5.01%
CARGO	581,234	379,013	371,472	(7,541)	-1.99%	373,970 -0.67%
TERMINAL	6,462,546	4,308,364	4,586,128	277,764	6.45%	4,277,440 7.22%
FBO	1,292,811	858,591	910,717	52,126	6.07%	866,477 5.11%
<b>TOTAL AIRLINE REVENUES</b>	<b>15,065,276</b>	<b>10,044,864</b>	<b>10,461,606</b>	<b>416,742</b>	<b>4.15%</b>	<b>9,891,834 5.76%</b>
<b>NON-AIRLINE REVENUES</b>						
AIRFIELD	517,879	367,783	364,600	(3,182)	-0.87%	372,580 -2.14%
TERMINAL	3,549,419	2,357,142	2,578,171	221,028	9.38%	2,360,748 9.21%
GROUND TRANSPORTATION	21,082,046	14,237,371	15,093,710	856,339	6.01%	14,224,991 6.11%
OTHER AIRPORT	5,628,458	3,787,421	3,748,594	(38,825)	-1.03%	3,512,457 6.72%
<b>TOTAL NON AIRLINE REVENUES</b>	<b>30,777,802</b>	<b>20,749,717</b>	<b>21,785,075</b>	<b>1,035,360</b>	<b>4.99%</b>	<b>20,470,776 6.42%</b>
<b>TOTAL REVENUES</b>	<b>\$ 45,843,078</b>	<b>\$30,794,581</b>	<b>\$32,246,681</b>	<b>\$ 1,452,102</b>	<b>4.72%</b>	<b>\$30,362,610 6.21%</b>

Albany County Airport Authority  
Net FBO Retail Sales  
For the Eight Months Ending Saturday, August 31, 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
<b>FIXED BASED OPERATOR RETAIL SALES</b>							
Jet A Fuel Sales	\$5,782,543	\$680,576	\$857,629	\$177,053	\$3,945,764	\$3,925,469	(\$20,295)
Fuel Costs - Jet A	(3,383,148)	(398,179)	(463,986)	(65,806)	(2,308,517)	(2,201,614)	106,903
Fuel Discounts - Jet A	(350,000)	(41,193)	(54,058)	(12,865)	(238,825)	(266,108)	(27,283)
<b>Net Jet A Fuel Sales</b>	<b>2,049,395</b>	<b>241,203</b>	<b>339,585</b>	<b>98,382</b>	<b>1,398,421</b>	<b>1,457,746</b>	<b>59,325</b>
AvGas Fuel Sales	274,825	31,805	47,602	15,796	186,919	219,604	32,685
Fuel Costs - AvGas	(208,635)	(24,145)	(37,549)	(13,404)	(141,900)	(174,277)	(32,377)
Fuel Discounts - AvGas	(4,000)	(463)	(669)	(206)	(2,721)	(2,982)	(262)
<b>Net AvGas Fuel Sales</b>	<b>62,190</b>	<b>7,197</b>	<b>9,384</b>	<b>2,186</b>	<b>42,298</b>	<b>42,345</b>	<b>46</b>
Commercial AvGas Fuel Sales	256,631	23,250	2,178	(21,072)	170,056	129,394	(40,663)
Fuel Costs-Comm AvGas	(233,069)	(21,115)	(3,003)	18,113	(154,443)	(114,918)	39,526
<b>Net Comm AvGas Fuel Sales</b>	<b>23,562</b>	<b>2,135</b>	<b>(824)</b>	<b>(2,959)</b>	<b>15,613</b>	<b>14,476</b>	<b>(1,137)</b>
Auto & Diesel Fuel Sales	330,581	19,922	16,171	(3,751)	231,415	210,025	(21,390)
Fuel Costs - Auto & Diesel	(278,000)	(16,762)	(11,241)	5,521	(182,166)	(157,740)	24,426
<b>Net Auto &amp; Diesel Fuel Sales</b>	<b>52,581</b>	<b>3,161</b>	<b>4,930</b>	<b>1,769</b>	<b>49,249</b>	<b>52,285</b>	<b>3,036</b>
Deicing Services	734,920	0	0	0	456,039	711,742	255,703
Deicing Costs Type I, Type IV	(390,173)	(83)	0	83	(242,452)	(252,401)	(9,949)
<b>Net Deicing Services</b>	<b>344,747</b>	<b>(83)</b>	<b>0</b>	<b>83</b>	<b>213,588</b>	<b>459,341</b>	<b>245,753</b>
Deicing Consortium	643,220	0	0	0	414,940	309,047	(105,893)
Deicing Costs Type I, Type IV	(643,220)	0	0	0	(414,940)	(310,192)	104,747
<b>Net Deicing Consortium</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>(1,146)</b>	<b>(1,146)</b>
FBO Services	60,578	6,479	3,758	(2,721)	35,500	42,871	7,370
Catering	(1,000)	(83)	0	83	(667)	0	667
Oil	(3,000)	(250)	(641)	(391)	(2,000)	(1,526)	474
<b>Net FBO Services</b>	<b>56,578</b>	<b>6,145</b>	<b>3,117</b>	<b>(3,028)</b>	<b>32,834</b>	<b>41,345</b>	<b>8,511</b>
<b>NET FBO RETAIL SALES</b>	<b>2,589,053</b>	<b>259,758</b>	<b>356,191</b>	<b>96,433</b>	<b>1,752,004</b>	<b>2,066,393</b>	<b>314,389</b>



Albany County Airport Authority  
Expense Summary

	2019	AUGUST 2019			August	2019 Actual /	
	Adopted FY Budget	Budget YTD	Actual YTD	Variance YTD	Variance %	2018 Actual	Prior Year Variance %
<b>EXPENSES - SUMMARY</b>							
AvPort-Airport Management	\$ 24,011,186	\$ 16,289,994	\$ 15,715,954	\$ 574,039	3.5%	\$ 15,149,963	-3.7%
Million Air-FBO Management Authority	3,265,773	2,192,753	2,212,736	(19,983)	-0.9%	2,102,455	-5.2%
	4,862,390	3,384,437	3,239,486	144,951	4.3%	3,182,302	-1.8%
	<u>\$ 32,139,349</u>	<u>\$ 21,867,184</u>	<u>\$ 21,168,176</u>	<u>\$ 699,008</u>	<u>3.2%</u>	<u>\$ 20,434,720</u>	<u>-3.6%</u>
<b>EXPENSES BY CATEGORY</b>							
Personal Services	\$ 11,231,810	\$ 7,490,463	\$ 7,330,041	\$ 160,422	2.1%	\$ 7,032,960	-4.2%
Employee Benefits	5,668,604	3,800,401	3,558,813	241,589	6.4%	3,430,290	-3.7%
Utilities & Communications	2,205,123	1,620,380	1,368,436	251,944	15.5%	1,558,161	12.2%
Purchased Services							
Accounting & Auditing	61,000	48,501	104,561	(56,060)	-115.6%	49,427	-111.5%
Insurance	808,178	739,732	781,225	(41,493)	-5.6%	702,260	-11.2%
Legal Services	50,000	33,333	10,798	22,536	67.6%	64,021	83.1%
Public Safety	309,107	202,649	214,080	(11,431)	-5.6%	178,171	-20.2%
Albany County Sheriffs	2,731,859	1,821,239	1,821,239	-	0.0%	1,751,771	-4.0%
Parking Valet Service	350,000	249,516	314,593	(65,077)	-26.1%	259,377	-21.3%
Employee Shuttle	25,000	12,500	15,000	(2,500)	0.0%	12,500	-20.0%
Ground Transportation	-	-	33,600	(33,600)	100.0%	-	100.0%
Janitorial	499,204	332,912	371,764	(38,852)	200.0%	367,814	300.0%
Public Communications	975,374	638,060	483,897	154,163	300.0%	494,093	400.0%
Special Studies	69,200	46,133	28,492	17,641	400.0%	47,261	500.0%
Professional Services	879,160	588,740	581,109	7,631	500.0%	551,588	600.0%
Total Purchased Services	<u>6,758,082</u>	<u>4,713,315</u>	<u>4,760,358</u>	<u>(47,042)</u>	<u>-1.0%</u>	<u>4,478,283</u>	<u>-6.3%</u>
Material & Supplies							
Airfield	914,500	601,125	434,694	166,431	27.7%	538,360	19.3%
Buildings	2,134,569	1,418,845	1,781,850	(363,005)	-25.6%	1,526,893	-16.7%
Grounds	897,785	670,673	539,459	131,214	19.6%	439,029	-22.9%
Vehicles	944,900	606,222	511,107	95,115	15.7%	517,845	1.3%
Total Material & Supplies	<u>4,891,754</u>	<u>3,296,866</u>	<u>3,267,112</u>	<u>29,758</u>	<u>0.9%</u>	<u>3,022,130</u>	<u>-8.1%</u>
Office Administration	477,206	322,275	256,202	66,073	20.5%	236,338	-8.4%
	906,770	623,482	627,217	(3,735)	-0.6%	676,561	7.3%
Total Expenses	<u>\$ 32,139,349</u>	<u>\$ 21,867,182</u>	<u>\$ 21,168,179</u>	<u>\$ 699,009</u>	<u>3.2%</u>	<u>\$ 20,434,723</u>	<u>-3.6%</u>
<b>DEPARTMENT SUMMARY (DIRECT &amp; INDIRECT)</b>							
Direct Cost Centers							
Airfield	\$ 3,408,313	\$ 2,314,558	\$ 1,918,807	\$ 395,752	17.1%	\$ 2,180,789	12.0%
FBO	2,581,429	1,729,117	1,756,205	(27,088)	-1.6%	1,676,297	-4.8%
Terminal	5,575,507	3,807,375	3,921,443	(114,068)	-3.0%	3,775,767	-3.9%
Loading Bridges	311,452	206,789	208,797	(2,008)	-1.0%	215,518	3.1%
Parking	4,725,138	3,251,392	3,037,382	214,010	6.6%	2,721,106	-11.6%
Landside	1,271,568	877,809	969,613	(91,804)	-10.5%	804,886	-20.5%
Total Direct Cost Centers	<u>17,873,407</u>	<u>12,187,040</u>	<u>11,812,247</u>	<u>374,794</u>	<u>3.1%</u>	<u>11,374,363</u>	<u>-3.8%</u>
Indirect Cost Center							
ARFF	2,144,562	1,427,454	1,311,707	115,747	8.1%	1,219,182	-7.6%
Operations	1,005,988	674,222	701,387	(27,165)	-4.0%	674,953	-3.9%
Security	3,152,170	2,103,438	2,049,299	54,139	2.6%	2,011,517	-1.9%
Vehicles & Equipment	1,505,340	1,018,170	892,163	126,006	12.4%	962,696	7.3%
Airport Mgmt Administration	911,147	608,785	705,354	(96,569)	-15.9%	583,549	-20.9%
FBO Administration	684,344	463,637	456,529	7,107	1.5%	426,158	-7.1%
Airport Authority Administration	4,862,390	3,384,437	3,239,486	144,951	4.3%	3,182,302	-1.8%
Total Indirect Cost Centers	<u>14,265,941</u>	<u>9,680,143</u>	<u>9,355,925</u>	<u>324,216</u>	<u>3.3%</u>	<u>9,060,357</u>	<u>-3.3%</u>
Total Expenses	<u>\$ 32,139,348</u>	<u>\$ 21,867,183</u>	<u>\$ 21,168,172</u>	<u>\$ 699,010</u>	<u>3.2%</u>	<u>\$ 20,434,720</u>	<u>-3.6%</u>

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



## Airport Revenues

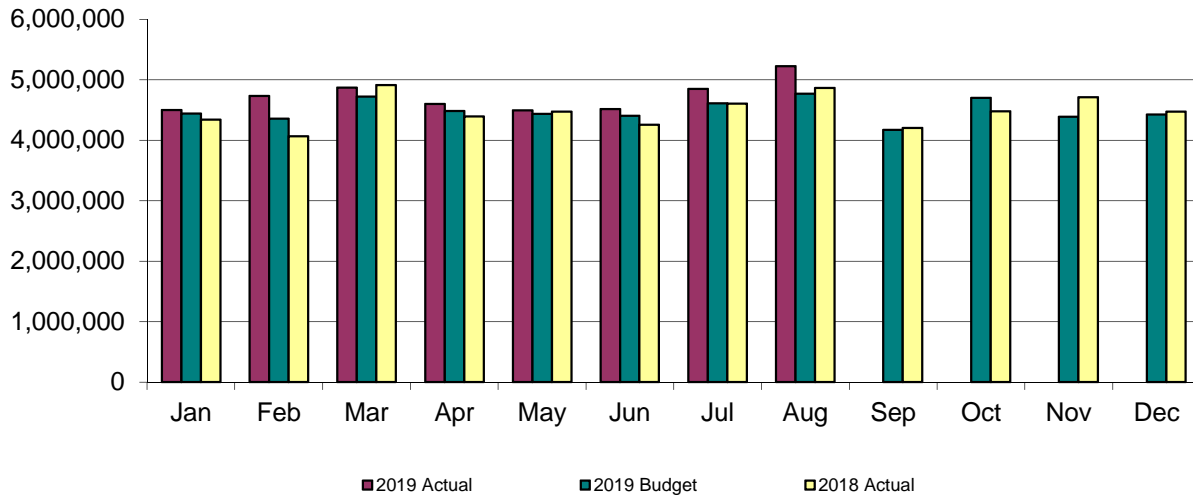
ALBANY COUNTY AIRPORT AUTHORITY  
For the Eight Months Ending Saturday, August 31, 2019

	2019	August 2019			August 2018 Actual	2019 Actual/ Prior Year Variance %
	Adopted FY Budget	Budget YTD	Actual YTD	Variance YTD		
<b>AIRLINE REVENUES</b>						
<b>COMMERCIAL</b>						
Landing Fees	\$ 5,619,263	\$ 3,764,587	\$ 3,817,576	\$ 52,989	1.41%	\$ 3,596,609 6.14%
Airline Apron Fees	749,370	505,358	536,959	31,601	6.25%	464,871 15.51%
Glycol Disposal Fee	360,052	228,951	238,754	9,803	4.28%	312,467 -23.59%
<b>CARGO</b>						
Landing Fee	581,234	379,013	371,472	(7,541)	-1.99%	373,970 -0.67%
<b>TERMINAL</b>						
Loading Bridges	562,011	374,674	461,142	86,468	23.08%	405,086 13.84%
Space Rental	5,900,535	3,933,690	4,124,986	191,296	4.86%	3,872,354 6.52%
<b>FBO</b>						
Into Plane Fees	666,474	440,332	468,175	27,843	6.32%	449,840 4.08%
Fuel Farm Fee	626,337	418,259	442,542	24,283	5.81%	416,637 6.22%
<b>TOTAL AIRLINE REVENUES</b>	<b>15,065,276</b>	<b>10,044,864</b>	<b>10,461,605</b>	<b>416,740</b>	<b>4.15%</b>	<b>9,891,833 5.76%</b>
<b>NON-AIRLINE REVENUES</b>						
<b>AIRFIELD</b>						
General Aviation Landing						
Fees	276,222	195,490	198,846	3,356	1.72%	186,944 6.37%
Aircraft Parking Fees	206,657	144,886	132,393	(12,492)	-8.62%	136,627 -3.10%
Tenant Maintenance	35,000	27,407	33,361	5,954	21.73%	49,009 -31.93%
<b>Total Airfield</b>	<b>517,879</b>	<b>367,782</b>	<b>364,600</b>	<b>(3,182)</b>	<b>-0.87%</b>	<b>372,580 -2.14%</b>
<b>TERMINAL</b>						
FIS Facility Use Fee	0	0	0	0	0.00%	1,520 -100.00%
Utility Reimbursement	24,000	15,493	16,238	745	4.81%	16,331 -0.57%
Tenant Maintenance	25,000	17,007	4,316	(12,691)	-74.62%	14,564 -70.37%
Space Rent - Non Airline	737,745	488,880	489,297	417	0.09%	481,700 1.58%
Food & Beverage	1,000,812	656,552	814,970	158,417	24.13%	718,695 13.40%
Retail	887,626	603,451	649,184	45,733	7.58%	574,451 13.01%
Advertising	300,000	198,035	200,694	2,659	1.34%	196,780 1.99%
Foreign Currency	26,600	17,733	8,867	(8,867)	-50.00%	17,733 -50.00%
Payphones	2,141	1,566	927	(640)	-40.84%	1,326 -30.10%
ATM	36,803	24,708	23,211	(1,497)	-6.06%	23,637 -1.80%
Museum Shop	256,092	164,389	137,168	(27,221)	-16.56%	148,591 -7.69%
Operating Permits	212,385	141,751	199,968	58,218	41.07%	138,046 44.86%
Vending Machines	33,215	22,910	22,676	(234)	-1.02%	22,706 -0.13%
Baggage Cart Rentals	7,000	4,667	10,656	5,989	128.34%	4,667 128.34%
<b>Total Terminal</b>	<b>3,549,419</b>	<b>2,357,142</b>	<b>2,578,171</b>	<b>221,028</b>	<b>9.38%</b>	<b>2,360,748 9.21%</b>
<b>GROUND TRANSPORTATION</b>						
Parking	15,283,333	10,387,190	10,941,656	554,466	5.34%	10,343,006 5.79%
Rental Cars	5,177,978	3,423,829	3,641,315	217,486	6.35%	3,517,217 3.53%
Access Fees	330,970	233,175	214,338	(18,837)	-8.08%	225,910 -5.12%
TNCs	200,000	133,333	235,360	102,026	76.52%	80,762 191.42%
Garage Space Rent	89,765	59,843	61,041	1,198	2.00%	58,096 5.07%
<b>Total Ground Transportation</b>	<b>21,082,046</b>	<b>14,237,371</b>	<b>15,093,710</b>	<b>856,339</b>	<b>6.01%</b>	<b>14,224,991 6.11%</b>

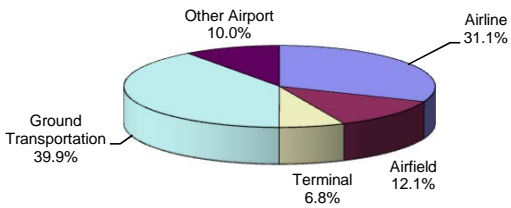
ALBANY COUNTY AIRPORT AUTHORITY  
For the Eight Months Ending Saturday, August 31, 2019

	2019	August 2019			August 2018 Actual	2019 Actual/ Prior Year Variance %	
	Adopted FY Budget	Budget YTD	Actual YTD	Variance YTD			Variance %
<b>OTHER AIRPORT</b>							
Telephone System -	71,000	48,919	45,538	(3,381)	-6.91%	47,275	-3.68%
Building Rental	110,882	81,681	86,981	5,300	6.49%	84,622	2.79%
Control Tower Rental	665,776	443,851	443,850	0	0.00%	443,850	0.00%
Air Cargo Facility	922,420	633,722	604,078	(29,644)	-4.68%	602,804	0.21%
State Executive Hangar	1,247,083	831,389	831,389	0	0.00%	831,389	0.00%
T Hangars	100,328	66,885	71,998	5,112	7.64%	67,233	7.09%
Tie Downs	4,176	2,784	2,839	55	1.97%	2,784	1.97%
AV Gas Fuel Sales	41,068	27,262	24,715	(2,547)	-9.34%	25,285	-2.25%
FBO Properties	387,384	266,560	238,362	(28,198)	-10.58%	255,915	-6.86%
Industrial Park	568,282	377,708	377,380	(328)	-0.09%	365,897	3.14%
Land Rental	314,289	209,599	219,350	9,751	4.65%	208,746	5.08%
Eclipse Hangar	331,373	220,778	221,602	824	0.37%	27,458	707.05%
Hangar Rental	526,833	351,659	340,814	(10,845)	-3.08%	333,910	2.07%
Internet and Cable Access	7,680	5,320	5,320	0	0.00%	6,970	-23.67%
Fingerprinting	26,000	17,333	30,904	13,571	78.29%	19,468	58.74%
Tenant Maintenance	1,000	667	889	222	33.30%	178	400.42%
Purchasing Proposals	5,000	3,333	490	(2,843)	-85.30%	705	-30.50%
Ebay/Scrap/Equipment	15,000	10,000	5,141	(4,859)	-48.59%	6,664	-22.86%
Utility Reimbursement	170,000	119,864	115,930	(3,934)	-3.28%	113,107	2.50%
Reimb of Property Taxes	42,883	21,442	17,189	(4,252)	-19.83%	20,386	-15.68%
Other	70,000	46,667	63,838	17,171	36.80%	47,809	33.53%
<b>Total Other Airport</b>	<b>5,628,458</b>	<b>3,787,420</b>	<b>3,748,595</b>	<b>(38,826)</b>	<b>-1.03%</b>	<b>3,512,457</b>	<b>6.72%</b>
<b>TOTAL NON AIRLINE REVENUES</b>							
	<b>30,777,801</b>	<b>20,749,716</b>	<b>21,785,075</b>	<b>1,035,360</b>	<b>4.99%</b>	<b>20,470,775</b>	<b>6.42%</b>
<b>TOTAL REVENUES</b>	<b>\$ 45,843,078</b>	<b>\$ 30,794,580</b>	<b>\$32,246,680</b>	<b>\$1,452,100</b>	<b>4.72%</b>	<b>\$ 30,362,608</b>	<b>6.21%</b>

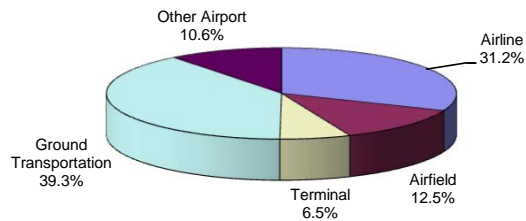
# Albany International Airport Operating Revenue For the eight months ended August 31



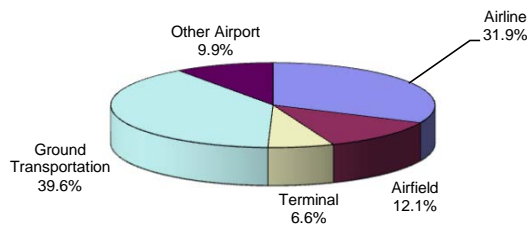
**YTD 2019 Actual**



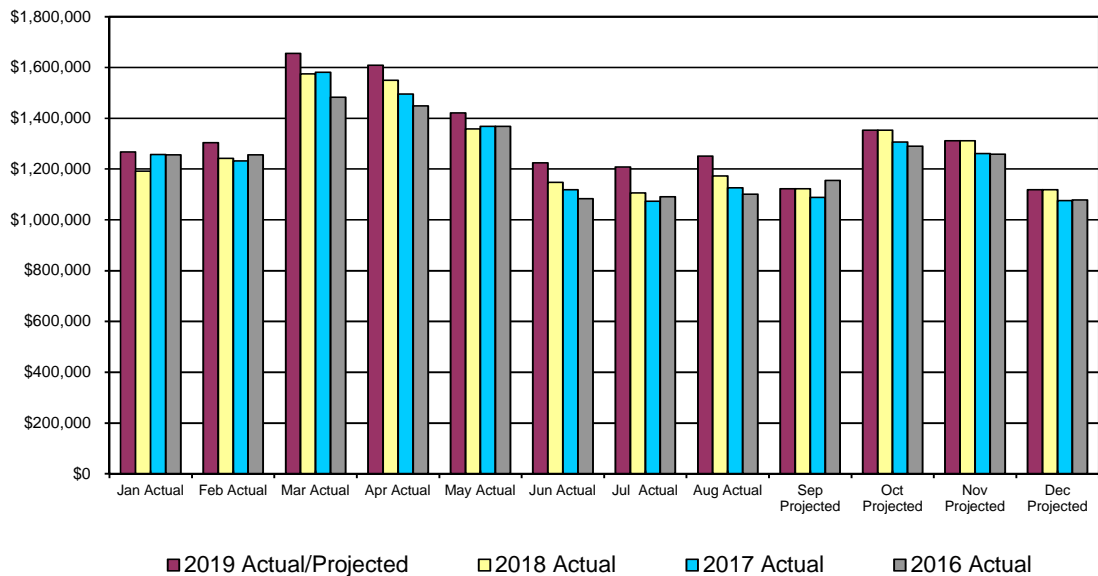
**YTD 2019 Budget**



**YTD 2018 Actual**



## Albany International Airport Public Parking Revenues 2016-2019 For the eight months ended August 31



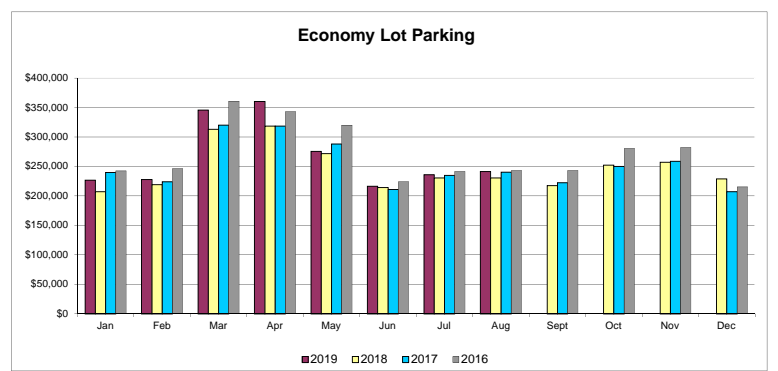
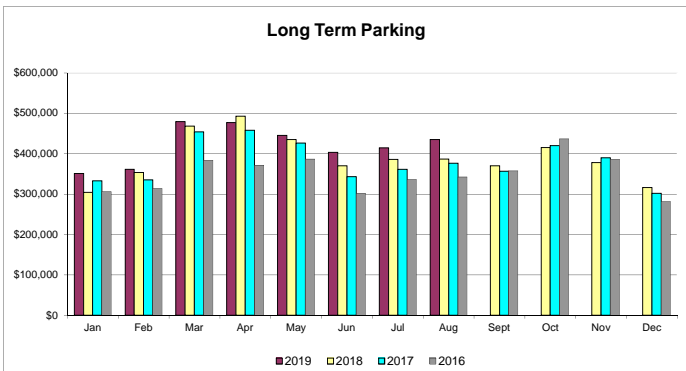
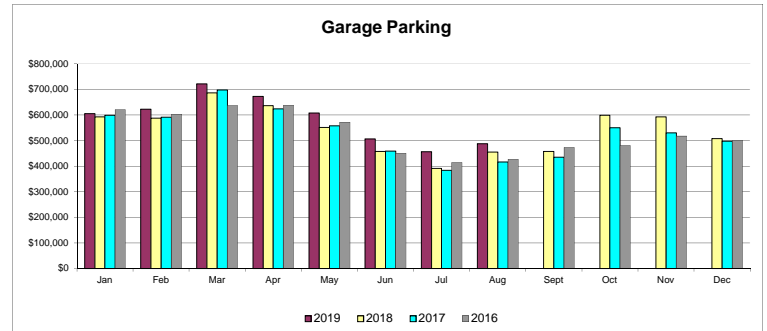
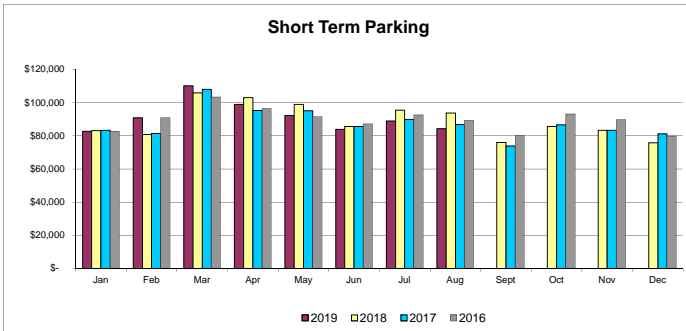
YTD Revenues	2019	% of Total Revenues	2018	2019 vs. 2018	2017	2016
Cash	\$1,039,353	9.5%	\$1,005,199	3.4%	\$1,092,594	\$1,188,348
Credit Cards	3,055,695	27.9%	1,468,278	108.1%	1,499,738	1,413,396
Express Credit Card Machine	4,105,524	37.5%	5,173,541	-20.6%	5,001,621	4,985,832
Express EZ Pass	2,234,700	20.4%	2,354,415	-5.1%	2,317,005	2,168,389
EZ Pass	467,779	4.3%	299,939	56.0%	298,525	292,687
Misc Parking Revenue (*)	38,605	0.4%	41,634	-7.3%	43,726	39,481
Total Rev handled at the Parking Location	\$10,941,656	100.0%	\$10,343,006	134.5%	\$10,253,208	\$10,088,133

(\*) 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 (Actual)	1,421,577	1,386,547	35,030	1,358,290	4.7%	1,368,602	1,368,289
June (Actual)	1,224,225	1,133,472	90,753	1,147,240	6.7%	1,118,414	1,083,242
July (Actual)	1,207,722	1,107,479	100,243	1,106,181	9.2%	1,073,350	1,091,119
<b>August (ACTUAL)</b>	<b>1,250,979</b>	<b>1,151,398</b>	<b>99,581</b>	<b>1,173,263</b>	<b>6.6%</b>	<b>1,125,907</b>	<b>1,101,308</b>
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
<b>Total</b>	<b>\$16,099,152</b>	<b>\$15,283,333</b>	<b>\$563,399</b>	<b>\$15,248,081</b>	<b>5.6%</b>	<b>\$14,985,272</b>	<b>\$14,870,476</b>

YTD Revenues	\$10,941,656	\$10,387,191	\$554,465	\$10,343,006	5.8%	\$10,253,208	\$10,088,133
YTD Enplanements	1,026,879	1,007,076	19,803	984,723	4.3%	955,726	944,882
Revenue Per Enplanement:	\$10.66	\$10.31	\$0.35	\$10.50	1.5%	\$10.73	\$10.68

## Albany International Airport Public Parking by Parking Lots 2016-2019 For the eight months ended August 31



### Current Month

	2019	2019 Budget	2019 Variance	2018	2019 vs. 2018	2017	2016
Short Term	\$ 84,355	\$ 91,352	\$ (6,997)	\$ 93,789	-10.1%	\$ 86,858	\$ 89,313
Long Term	434,695	373,986	60,709	386,550	12.5%	376,505	342,130
Garage	488,058	438,987	49,071	454,912	7.3%	415,801	426,560
E Lot	241,304	241,347	(43)	230,264	4.8%	240,038	242,914
Employee Parking	2,445	5,726	(3,281)	8,030	-69.6%	6,759	2,134
Customer Adjustments	(131)	0	(131)	(294)	-55.4%	(181)	(2,122)
Short/Over	253	0	253	12	2008.3%	127	379
<b>Total</b>	<b>\$ 1,250,979</b>	<b>\$ 1,151,398</b>	<b>\$ 99,581</b>	<b>\$ 1,173,263</b>	<b>6.6%</b>	<b>\$ 1,125,907</b>	<b>\$ 1,101,308</b>

### YTD Revenues

	2019	2019 Budget	2019 Variance	2018	2019 vs. 2018	2017	2016
Short Term	\$ 731,862	\$ 746,686	\$ (14,824)	\$ 746,756	-2.0%	\$ 725,555	\$ 734,260
Long Term	3,366,619	3,054,067	312,552	3,195,869	5.3%	3,086,745	2,742,620
Garage	4,679,134	4,413,587	265,547	4,359,694	7.3%	4,326,590	4,356,541
E Lot	2,128,931	2,131,845	(2,914)	2,003,956	6.2%	2,075,556	2,220,415
Employee Parking	38,684	41,005	(2,321)	41,431	-6.6%	40,308	39,439
Customer Adjustments	(3,085)	0	(3,085)	(4,826)	-36.1%	(1,593)	(4,223)
Short/Over	(489)	0	(489)	126	-488.0%	47	(919)
<b>Total</b>	<b>\$ 10,941,656</b>	<b>\$ 10,387,191</b>	<b>\$ 554,465</b>	<b>\$ 10,343,006</b>	<b>5.8%</b>	<b>\$ 10,253,208</b>	<b>\$ 10,088,133</b>

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	25,378	\$92,244	\$3.63	6.5%	12,912	\$607,673	\$47.06	42.8%	11,729	\$445,189	\$37.96	31.3%	8,156	\$275,670	\$33.80	19.4%	\$1,420,776
June	26,824	\$83,877	\$3.13	6.9%	10,600	\$506,347	\$47.77	41.8%	9,885	\$403,283	\$40.80	33.3%	6,511	\$216,424	\$33.24	17.9%	\$1,209,931
July	31,499	\$88,870	\$2.82	7.4%	9,210	\$456,013	\$49.51	38.2%	9,267	\$414,245	\$44.70	34.7%	6,469	\$235,984	\$36.48	19.7%	\$1,195,112
August	30,044	\$84,355	\$2.81	6.8%	9,915	\$488,058	\$49.22	39.1%	9,771	\$434,695	\$44.49	34.8%	6,723	\$241,304	\$35.89	19.3%	\$1,248,412
September																	
October																	
November																	
December																	
Total	200,525	\$731,862	\$3.65	6.7%	91,370	\$4,679,134	\$51.21	42.9%	84,546	\$3,366,619	\$39.82	30.9%	59,377	\$2,128,931	\$35.85	19.5%	\$10,906,546

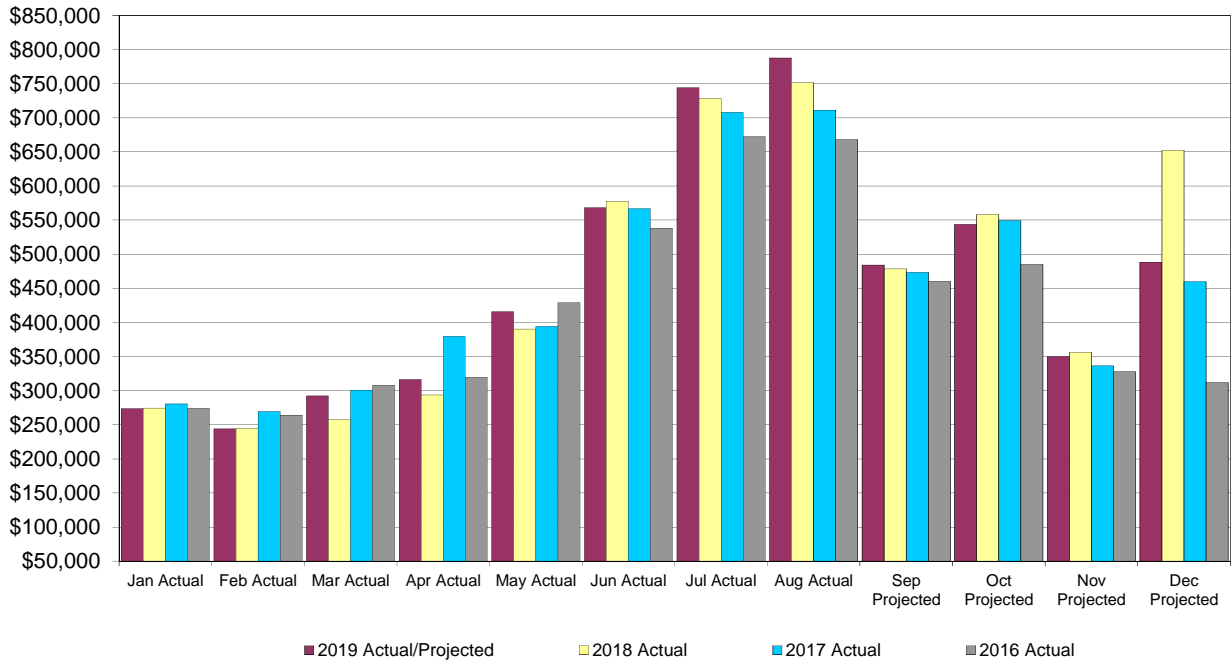
Parking Activity 2019

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	112,158	\$474,760	\$4.23	6.5%	61,645	\$3,228,716	\$52.38	44.5%	55,623	\$2,114,396	\$38.01	29.2%	39,674	\$1,435,219	\$36.18	19.8%	\$7,253,091
June	138,982	\$558,637	\$4.02	6.6%	72,245	\$3,735,063	\$51.70	44.1%	65,508	\$2,517,679	\$38.43	29.7%	46,185	\$1,651,643	\$35.76	19.5%	\$8,463,022
July	170,481	\$647,507	\$3.80	6.7%	81,455	\$4,191,076	\$51.45	43.4%	74,775	\$2,931,924	\$39.21	30.4%	52,654	\$1,887,627	\$35.85	19.5%	\$9,658,134
August	200,525	\$731,862	\$3.65	6.7%	91,370	\$4,679,134	\$51.21	42.9%	84,546	\$3,366,619	\$39.82	30.9%	59,377	\$2,128,931	\$35.85	19.5%	\$10,906,546
September																	
October																	
November																	
December																	



# Albany International Airport Rental Car Revenues 2016-2019 For the eight months ended August 31

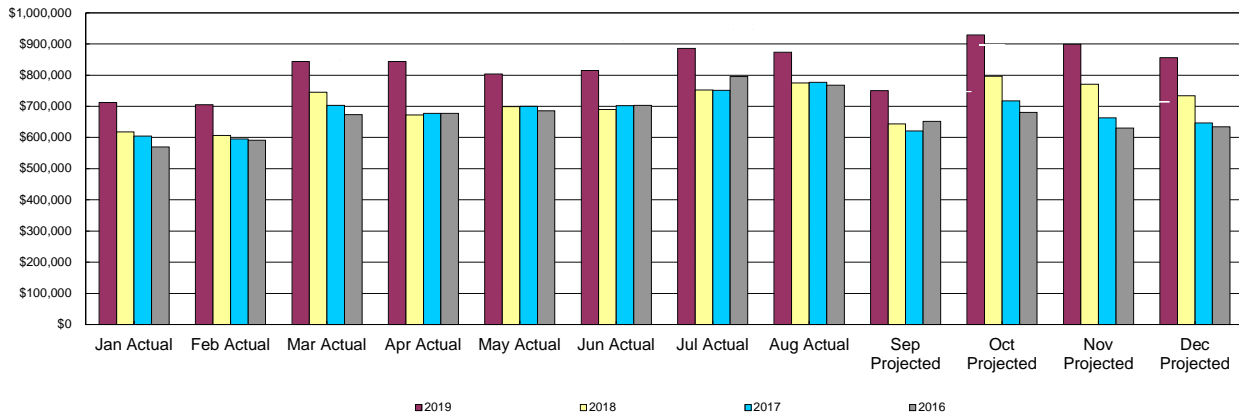


YTD Revenues		2019	2019 Budget	2019 Variance	2018	2019 vs. 2018	2017	2016
On Airport Rental Car Rev		\$3,613,220	\$3,303,376	\$309,844	\$3,378,165	\$235,055	\$3,456,396	\$3,359,630
Off Airport Rental Car Rev		28,095	120,453	(92,358)	139,051	(110,957)	152,984	112,254
<b>Total YTD</b>		<b>\$3,641,315</b>	<b>\$3,423,829</b>	<b>\$217,486</b>	<b>\$3,517,217</b>	<b>\$124,098</b>	<b>\$3,609,378</b>	<b>\$3,471,884</b>
		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	(Actual)	415,543	392,036	23,507	390,188	6.5%	394,053	428,748
June	(Actual)	568,224	542,589	25,635	577,170	-1.5%	566,799	537,901
July	(Actual)	743,889	680,263	63,626	728,505	2.1%	707,627	672,335
<b>August</b>	<b>(ACTUAL)</b>	<b>787,627</b>	<b>688,162</b>	<b>99,465</b>	<b>751,410</b>	<b>4.8%</b>	<b>711,095</b>	<b>667,716</b>
September	(Projected)	483,905	455,003	28,902	478,515	1.1%	473,049	460,324
October	(Projected)	543,612	511,144	32,469	557,914	-2.6%	549,416	484,966
November	(Projected)	349,867	328,971	20,897	356,094	-1.7%	336,262	328,000
December	(Projected)	488,190	459,032	29,158	652,180	-25.1%	459,637	312,090
<b>Total</b>		<b>5,506,890</b>	<b>\$5,177,978</b>	<b>\$328,912</b>	<b>5,561,921</b>	<b>-1.0%</b>	<b>\$5,427,741</b>	<b>\$5,057,262</b>

YTD Revenues	\$3,641,315	\$3,423,829	\$217,486	\$3,517,217	3.5%	\$3,609,378	\$3,471,884
YTD Enplanements	1,026,879	1,007,076	19,803	984,723	4.3%	955,726	944,882
Revenue Per Enplanement:	\$3.55	\$3.40	\$0.15	\$3.57	-0.6%	\$3.78	\$3.67

# Albany International Airport Food & Beverage Sales & Revenues 2016-2019 For the eight months ended August 31

Gross Food & Beverage Sales



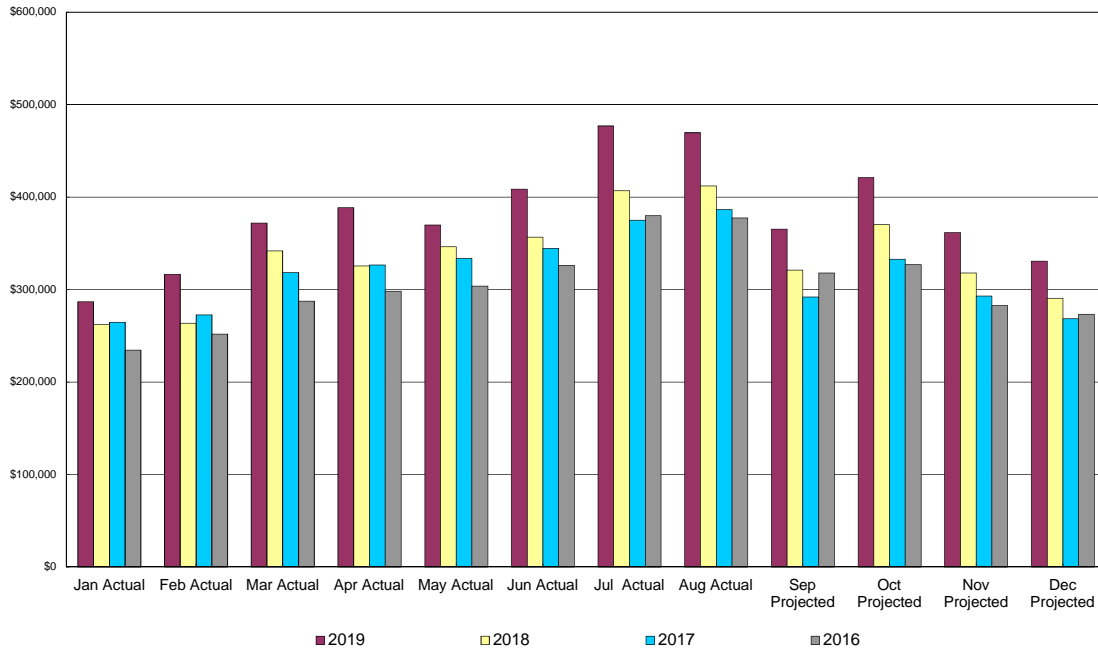
Sales per Enplanement:		Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	YTD
<b>2019</b>	HMS Host	\$4.33	\$4.45	\$4.43	\$4.37	\$4.17	\$4.45	\$4.27	\$4.11					\$4.32
	OHM	\$2.35	\$2.16	\$1.99	\$1.94	\$2.02	\$1.84	\$1.88	\$1.91					\$2.01
	<b>Total 2019</b>	<b>\$6.68</b>	<b>\$6.61</b>	<b>\$6.42</b>	<b>\$6.31</b>	<b>\$6.18</b>	<b>\$6.29</b>	<b>\$6.15</b>	<b>\$6.02</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$6.33</b>
Sales per Enplanement:		Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	YTD
<b>2018</b>	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	\$1.21
	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	\$4.16
	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	\$0.07
	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	\$0.15
	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	\$0.11
	<b>Total 2018</b>	<b>\$5.94</b>	<b>\$5.90</b>	<b>\$5.91</b>	<b>\$5.57</b>	<b>\$5.63</b>	<b>\$5.55</b>	<b>\$5.48</b>	<b>\$5.59</b>	<b>\$5.69</b>	<b>\$6.00</b>	<b>\$6.45</b>	<b>\$6.30</b>	<b>\$5.70</b>
Sales per Enplanement:		Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	YTD
<b>2017</b>	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	\$1.00
	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	\$3.85
	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	\$0.43
	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	\$0.50
	<b>Total 2017</b>	<b>\$5.69</b>	<b>\$5.82</b>	<b>\$5.88</b>	<b>\$5.67</b>	<b>\$5.80</b>	<b>\$5.84</b>	<b>\$5.69</b>	<b>\$5.74</b>	<b>\$5.58</b>	<b>\$5.64</b>	<b>\$5.73</b>	<b>\$6.00</b>	<b>\$5.77</b>
Sales per Enplanement:		Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	YTD
<b>2016</b>	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	\$0.96
	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	\$3.84
	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	\$0.53
	<b>Total 2016</b>	<b>\$5.57</b>	<b>\$5.73</b>	<b>\$5.64</b>	<b>\$5.68</b>	<b>\$5.80</b>	<b>\$5.97</b>	<b>\$6.08</b>	<b>\$5.75</b>	<b>\$5.63</b>	<b>\$5.52</b>	<b>\$5.47</b>	<b>\$5.86</b>	<b>\$5.78</b>

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)	102,957	82,531	20,426	70,417	46.2%	67,955	66,960
June	(Actual)	101,748	81,707	20,041	69,137	47.2%	68,162	68,057
July	(Actual)	110,146	90,729	19,417	76,437	44.1%	71,600	76,561
<b>August</b>	<b>(ACTUAL)</b>	<b>109,080</b>	<b>92,667</b>	<b>16,413</b>	<b>81,127</b>	<b>34.5%</b>	<b>75,973</b>	<b>74,763</b>
September	(Projected)	98,977	79,737	19,239	68,439	44.6%	62,093	65,090
October	(Projected)	113,135	91,143	21,992	88,479	27.9%	73,404	68,546
November	(Projected)	113,209	91,203	22,006	98,121	15.4%	68,188	70,403
December	(Projected)	102,004	82,176	19,828	89,705	13.7%	68,271	51,597
<b>Total</b>		<b>1,242,293</b>	<b>\$1,000,812</b>	<b>\$241,481</b>	<b>\$902,530</b>	<b>37.6%</b>	<b>\$803,939</b>	<b>\$785,197</b>
YTD Revenues		\$814,969	\$656,552	\$158,417	\$557,786	46.1%	\$531,983	\$529,561
YTD Enplanements		1,026,879	1,007,076	19,803	984,723	4.3%	955,726	944,882
Revenue Per Enplanement:		\$0.79	\$0.65	\$0.14	\$0.57	38.6%	\$0.56	\$0.56

# Albany International Airport Retail Sales & Revenues 2016-2019 For the eight months ended August 31

Gross Retail Sales



	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec	YTD
<b>Sales per Enplanement:</b>													
2019	\$2.69	\$2.97	\$2.83	\$2.91	\$2.85	\$3.15	\$3.31	\$3.24					\$2.99
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	\$2.73
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	\$2.72
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	\$2.56

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	(Actual)	74,028	72,771	1,257	69,274	6.9%	66,785	60,783
June	(Actual)	81,744	74,971	6,773	71,368	14.5%	68,968	65,255
July	(Actual)	105,823	96,447	9,376	91,812	15.3%	85,180	85,995
<b>August</b>	<b>(ACTUAL)</b>	<b>93,911</b>	<b>86,620</b>	<b>7,291</b>	<b>82,457</b>	<b>13.9%</b>	<b>77,344</b>	<b>75,532</b>
September	(Projected)	72,632	67,516	5,117	64,271	13.0%	58,406	63,581
October	(Projected)	95,454	88,730	6,724	84,466	13.0%	76,689	75,432
November	(Projected)	71,883	66,819	5,064	63,608	13.0%	58,637	56,553
December	(Projected)	65,742	61,111	4,631	58,174	13.0%	50,063	55,583
<b>Total</b>		<b>\$954,895</b>	<b>\$887,626</b>	<b>\$67,269</b>	<b>\$844,970</b>	<b>13.0%</b>	<b>\$802,534</b>	<b>\$787,075</b>
YTD Revenues		\$649,183	\$603,451	\$45,732	\$574,451	13.0%	\$558,739	\$535,926
YTD Enplanements		1,026,879	1,007,076	19,803	984,723	4.3%	955,726	944,882
Revenue Per Enplanement:		\$0.63	\$0.60	\$0.03	\$0.58	8.6%	\$0.58	\$0.57

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



# AvPort Airport Operations

Albany County Airport Authority  
Summary of AvPorts Expenses

	2018	August 2019				August 2018 Actual	2019 Actual/ & Prior Year Variance %
	Adopted FY Budget	Budget YTD	Actual YTD	Variance YTD	Variance %		
<b>EXPENSES BY CATEGORY</b>							
Personal Services	\$ 7,805,707	\$ 5,224,546	\$ 5,032,000	\$ 192,545	3.69%	\$ 4,755,689	-5.81%
Employee Benefits	3,694,377	2,472,325	2,285,112	187,213	7.57%	2,216,873	-3.08%
Utilities & Communications	2,019,051	1,487,324	1,252,172	235,152	15.81%	1,432,955	12.62%
Purchased Services							
Insurance	269,656	241,399	281,247	(39,847)	-16.51%	231,066	-21.72%
Public Safety	309,107	202,649	214,080	(11,431)	100.00%	178,171	-20.15%
Albany County Sheriffs	2,731,859	1,821,239	1,821,239	0	0.00%	1,751,771	-3.97%
Parking Valet Service	350,000	249,516	314,593	(65,077)	-26.08%	259,377	-21.29%
Employee Shuttle	25,000	12,500	15,000	(2,500)	-100.00%	12,500	-20.00%
Ground Transportation	0	0	33,600	(33,600)	-100.00%	0	100.00%
Janitorial	479,141	319,427	359,201	(39,773)	-12.45%	354,884	-1.22%
Public Communications	518,420	333,424	322,927	10,497	3.15%	333,613	3.20%
Special Studies	34,200	22,800	2,992	19,808	86.88%	12,378	75.83%
Professional Services	498,000	332,000	299,420	32,580	9.81%	311,513	3.88%
Total Purchased Services	5,215,383	3,534,954	3,664,299	(129,343)	-3.66%	3,445,273	-6.36%
Material & Supplies							
Airfield	914,500	601,125	434,694	166,431	27.69%	538,360	19.26%
Buildings	2,020,884	1,343,055	1,716,590	(373,535)	-27.81%	1,434,045	-19.70%
Grounds	874,185	654,740	525,161	129,579	19.79%	425,636	-23.38%
Vehicles	652,900	426,918	311,757	115,161	26.97%	366,877	15.02%
Total Material & Supplies	4,462,469	3,025,838	2,988,202	37,636	1.24%	2,764,918	-8.08%
Office Administration							
Office	212,248	139,792	70,068	69,724	49.88%	72,578	3.46%
Administration	601,950	405,215	424,102	(18,887)	-4.66%	461,676	8.14%
Total Expenses	\$ 24,011,185	\$ 16,289,994	\$ 15,715,955	\$ 574,040	3.52%	\$ 15,149,962	-3.74%

**DEPARTMENT SUMMARY (DIRECT & INDIRECT)**

<b>Direct Cost Centers</b>							
Airfield	\$ 3,408,313	\$ 2,314,558	\$ 1,918,807	\$ 395,752	17.10%	\$ 2,180,789	12.01%
Terminal	5,575,507	3,807,375	3,921,443	(114,068)	-3.00%	3,775,767	-3.86%
Loading Bridges	311,452	206,789	208,797	(2,008)	-0.97%	215,518	3.12%
Parking	4,725,138	3,251,392	3,037,382	214,010	6.58%	2,721,106	-11.62%
Landside	1,271,568	877,809	969,613	(91,804)	-10.46%	804,886	-20.47%
Total Direct Cost Centers	15,291,978	10,457,923	10,056,042	401,882	3.84%	9,698,066	-3.69%
<b>Indirect Cost Center</b>							
ARFF	2,144,562	1,427,454	1,311,707	115,747	8.11%	1,219,182	-7.59%
Operations	1,005,988	674,222	701,387	(27,165)	-4.03%	674,953	-3.92%
Security	3,152,170	2,103,438	2,049,299	54,139	2.57%	2,011,517	-1.88%
Vehicles & Equipment	1,505,340	1,018,170	892,163	126,006	12.38%	962,696	7.33%
Airport Mgmt Administration	911,147	608,785	705,354	(96,569)	-15.86%	583,549	-20.87%
Total Indirect Cost Centers	8,719,207	5,832,069	5,659,910	172,158	2.95%	5,451,897	-3.82%
Total Expenses	\$ 24,011,185	\$ 16,289,992	\$ 15,715,952	\$ 574,040	3.52%	\$ 15,149,963	-3.74%

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	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
<b>EXPENSES</b>							
<b>Personal Services</b>							
11000 Salaries	\$7,088,746	\$681,610	\$636,546	\$45,064	\$4,771,271	\$4,400,304	\$370,967
12010 Overtime 1.5	678,976	29,886	53,651	(23,765)	425,291	596,269	(170,978)
12020 Overtime 2.0	37,985	234	232	2	27,984	35,427	(7,444)
<b>Total Personal Services</b>	<b>7,805,707</b>	<b>711,730</b>	<b>690,429</b>	<b>21,301</b>	<b>5,224,546</b>	<b>5,032,000</b>	<b>192,545</b>
<b>Employee Benefits</b>							
21000 Social Security	563,085	40,813	51,176	(10,364)	371,584	373,023	(1,439)
22000 Health Insurance	2,173,435	181,120	173,886	7,233	1,448,957	1,348,807	100,150
24000 Medical Exams	21,600	1,800	1,142	658	14,400	10,566	3,834
25000 Uniforms & Laundry	46,700	3,892	3,400	492	31,133	33,920	(2,786)
25005 Uniform Purchases	32,600	2,199	0	2,199	20,558	14,588	5,969
26010 Disability Insurance	135,481	11,290	24,714	(13,424)	90,321	106,473	(16,152)
26020 Unemployment Insurance	52,123	1,587	339	1,248	50,665	43,582	7,083
26030 Workers Compensation	506,275	42,190	29,463	12,727	337,517	235,701	101,816
29001 Airport & FBO 401K	163,078	16,401	16,348	53	107,191	118,453	(11,262)
<b>Total Employee Benefits</b>	<b>3,694,377</b>	<b>301,291</b>	<b>300,468</b>	<b>822</b>	<b>2,472,325</b>	<b>2,285,112</b>	<b>187,213</b>
<b>Utilities &amp; Communications</b>							
31000 Electric	1,456,250	131,484	99,928	31,556	1,062,469	868,730	193,739
33000 Natural Gas	273,500	12,542	6,517	6,026	218,879	189,757	29,122
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	1,127	29	9,247	9,138	108
36011 Tele Chg-Long Dist	675	56	45	11	450	362	88
36012 Telephone - Sheriff	4,200	350	338	12	2,800	2,682	118
36017 Payphones-Annual & Mo Serv	21,271	1,773	1,029	743	14,181	8,178	6,002
36018 Payphones-Monthly Usage	300	25	24	1	200	167	33
36020 Telephone Repairs	5,000	417	0	417	3,333	3,345	(11)
36030 Telephone-Cellular	42,000	3,500	3,839	(339)	28,000	26,118	1,882
36040 Paging Service	0	0	0	0	0	348	(348)
36060 Cable Television	3,435	286	203	84	2,290	1,274	1,016
<b>Total Utilities &amp; Communications</b>	<b>2,019,051</b>	<b>151,589</b>	<b>113,049</b>	<b>38,540</b>	<b>1,487,324</b>	<b>1,252,172</b>	<b>235,152</b>
<b>PURCHASED SERVICES</b>							
<b>Insurance</b>							
42010 Airport Liability Insurance	5,750	479	485	(6)	3,833	3,876	(43)
42020 Automotive Insurance	68,378	5,615	6,333	(718)	62,763	70,728	(7,965)
42060 Property Insurance	180,028	15,559	6,714	8,845	164,469	193,596	(29,127)
42095 Insurance Claims	15,500	1,292	0	1,292	10,333	13,047	(2,713)
<b>Total Insurance</b>	<b>269,656</b>	<b>22,945</b>	<b>13,532</b>	<b>9,412</b>	<b>241,399</b>	<b>281,247</b>	<b>(39,847)</b>
<b>Public Safety</b>							
44000 Public Safety	2,731,859	227,655	227,655	0	1,821,239	1,821,239	0
44005 Outside Security Services	298,107	28,015	22,578	5,437	195,315	209,649	(14,333)
44010 Armored Car Service	11,000	917	0	917	7,333	4,431	2,902
44020 Parking Valet Service	350,000	28,967	30,504	(1,537)	249,516	314,593	(65,077)
44030 Employee Shuttle Service	25,000	0	0	0	12,500	15,000	(2,500)
44035 Ground Transportation	0	0	0	0	0	33,600	(33,600)
<b>Total Public Safety</b>	<b>3,415,966</b>	<b>285,553</b>	<b>280,737</b>	<b>4,816</b>	<b>2,285,904</b>	<b>2,398,512</b>	<b>(112,608)</b>

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	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
<b>Janitorial</b>							
45000 Janitorial Services	413,081	34,423	41,424	(7,001)	275,387	309,282	(33,895)
45010 Refuse Removal Services	66,060	5,505	12,903	(7,398)	44,040	49,919	(5,879)
<b>Total Janitorial</b>	<b>479,141</b>	<b>39,928</b>	<b>54,327</b>	<b>(14,399)</b>	<b>319,427</b>	<b>359,201</b>	<b>(39,773)</b>
<b>Public Communications</b>							
46012 Artistic Exhibits	100,817	13,949	4,015	9,934	69,447	58,707	10,740
46013 Museum Shop	266,471	24,157	26,444	(2,287)	163,222	163,468	(246)
46020 Passenger Information Booth	151,132	12,594	12,594	0	100,755	100,752	3
<b>Total Public Communications</b>	<b>518,420</b>	<b>50,700</b>	<b>43,054</b>	<b>7,647</b>	<b>333,424</b>	<b>322,927</b>	<b>10,497</b>
<b>Studies</b>							
47000 Special Studies	22,000	1,833	0	1,833	14,667	0	14,667
47010 GIS Services	12,200	1,017	0	1,017	8,133	2,992	5,141
<b>Total Studies</b>	<b>34,200</b>	<b>2,850</b>	<b>0</b>	<b>2,850</b>	<b>22,800</b>	<b>2,992</b>	<b>19,808</b>
<b>Professional Services</b>							
49010 Architectural	40,000	3,333	0	3,333	26,667	(7)	26,673
49020 Engineering Services	33,000	2,750	3,387	(637)	22,000	17,343	4,657
49040 Professional Management	425,000	35,417	35,417	0	283,333	282,083	1,250
<b>Total Professional Services</b>	<b>498,000</b>	<b>41,500</b>	<b>38,803</b>	<b>2,697</b>	<b>332,000</b>	<b>299,420</b>	<b>32,580</b>
<b>Total Purchased Services</b>	<b>5,215,383</b>	<b>443,477</b>	<b>430,453</b>	<b>13,024</b>	<b>3,534,954</b>	<b>3,664,298</b>	<b>(129,344)</b>
<b>MATERIALS &amp; SUPPLIES</b>							
<b>Airfield</b>							
51010 Fencing	10,000	136	0	136	8,451	2,775	5,677
51011 Airfield Lighting	100,000	3,962	253	3,710	52,456	18,800	33,656
51014 Pavement Repairs	10,000	833	0	833	6,667	133	6,534
51015 Apron Maintenance	50,000	13,569	57,551	(43,982)	24,203	57,570	(33,366)
51016 Runway Painting	40,000	81	0	81	32,943	0	32,943
51017 Airfield Shop Supplies	25,000	2,083	2,486	(402)	16,667	16,543	123
51019 Snow Removal Supplies	250,000	0	0	0	155,569	140,259	15,310
51020 Rubber Removal	35,000	7,048	0	7,048	20,449	22,192	(1,743)
51030 EMS Supplies	12,000	1,000	0	1,000	8,000	8,020	(20)
51031 ARFF Supplies	25,000	2,083	80	2,003	16,667	11,930	4,737
51032 Hazardous Material Supplies	6,000	500	4,058	(3,558)	4,000	4,198	(198)
51033 Foam	24,000	2,000	0	2,000	16,000	0	16,000
51052 Wastewater Conveyance	7,500	0	0	0	7,500	7,500	0
51053 Electric	95,000	3,646	2,988	658	82,288	60,547	21,740
51054 Sewer District Charges	5,000	0	0	0	5,000	0	5,000
51055 Water District Charges	20,000	330	500	(170)	14,906	24,461	(9,555)
51057 System Maint & Repairs	200,000	22,477	294	22,183	129,360	59,767	69,593
<b>Total Airfield</b>	<b>914,500</b>	<b>59,749</b>	<b>68,210</b>	<b>(8,461)</b>	<b>601,125</b>	<b>434,694</b>	<b>166,431</b>
<b>Buildings</b>							
52010 Alarm & PA Systems	107,995	9,000	9,157	(158)	71,997	51,471	20,525
52012 Card Access Control	55,000	4,583	5,681	(1,098)	36,667	39,217	(2,550)
52013 CTV Repair	35,000	2,917	2,599	317	23,333	22,689	645
52014 Key Access System	25,000	2,083	0	2,083	16,667	4,246	12,421
52020 Baggage System	20,000	1,667	975	692	13,333	79,432	(66,099)
52031 Electrical Repairs & Supplies	209,000	17,417	63,961	(46,544)	139,333	219,072	(79,738)

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52032 Elevator Repairs & Supplies	120,000	10,000	12,061	(2,061)	80,000	92,037	(12,037)
52033 HVAC	211,000	17,583	7,076	10,507	140,667	131,454	9,213
52034 Roof	28,000	2,333	958	1,376	18,667	10,889	7,777
52035 Plumbing Repairs & Supplies	66,000	5,500	21,818	(16,318)	44,000	74,533	(30,533)
52036 Automatic Door Repairs	9,000	750	0	750	6,000	1,873	4,127
52037 Pest Control	16,640	1,387	483	904	11,093	16,042	(4,949)
Building Maintenance Contract							
52038 Services	0	0	0	0	0	7,542	(7,542)
52040 Fire Equipment Services	6,000	500	978	(478)	4,000	4,230	(230)
52041 Fire Equipment Testing	3,800	317	926	(609)	2,533	1,709	824
52050 US Customs	25,000	196	12,740	(12,544)	12,466	21,772	(9,307)
52051 Control Tower	300,000	25,000	27,124	(2,124)	200,000	268,254	(68,254)
52060 Building Maintenance	437,500	36,458	18,918	17,540	291,667	458,737	(167,070)
52062 Janitorial Supplies	153,500	12,792	15,624	(2,832)	102,333	107,090	(4,757)
52063 Window Washing	64,907	5,409	29,974	(24,565)	43,271	60,015	(16,744)
52071 ID Tags	27,000	2,250	3,531	(1,281)	18,000	24,473	(6,473)
52080 Sign Expense	4,000	333	1,580	(1,246)	2,667	5,875	(3,209)
52090 Flight Information Displays	96,542	8,045	750	7,295	64,361	13,937	50,424
<b>Total Buildings</b>	<b>2,020,884</b>	<b>166,520</b>	<b>236,913</b>	<b>(70,393)</b>	<b>1,343,055</b>	<b>1,716,590</b>	<b>(373,535)</b>
<b>Grounds</b>							
53010 Landscaping	19,200	3,840	1,690	2,150	15,360	3,641	11,720
53020 Fencing	1,500	125	0	125	1,000	14,264	(13,264)
53030 Pavement Repairs	120,000	24,000	1,860	22,140	96,000	34,762	61,238
53035 Utility Repairs	500	42	0	42	333	0	333
53040 Sign Expense	15,000	1,250	0	1,250	10,000	9,163	837
53041 Traffic Light Repairs	2,000	167	0	167	1,333	1,350	(17)
53045 Catch Basin Maintenance	3,000	250	0	250	2,000	0	2,000
53048 Snow Removal Supplies	70,000	19,775	0	19,775	38,840	0	38,840
53050 Snow Removal Services	265,600	7,721	0	7,721	238,283	262,644	(24,361)
53051 NYS Police Hangar Maint	125,000	10,417	2,766	7,650	83,333	76,264	7,069
53060 Dump Fees - Landfill	9,150	763	0	763	6,100	1,543	4,557
53070 Hazardous Waste Mgmt	12,300	1,025	1,061	(36)	8,200	1,980	6,220
53071 Wildlife Hazard Management	38,000	3,167	0	3,167	25,333	26,525	(1,192)
53078 Liquid Waste Disposal	30,000	2,500	0	2,500	20,000	3,110	16,890
53085 Land Lease	22,935	1,911	1,286	625	15,290	31,290	(16,000)
53090 T-Hangar Facility Maintenance	140,000	11,667	6,024	5,642	93,333	58,625	34,709
<b>Total Grounds</b>	<b>874,185</b>	<b>88,618</b>	<b>14,688</b>	<b>73,930</b>	<b>654,740</b>	<b>525,161</b>	<b>129,579</b>
<b>Vehicles</b>							
54010 Gasoline	67,000	2,990	3,392	(402)	44,253	34,404	9,850
54011 Diesel Fuel	137,000	3,272	4,928	(1,656)	93,910	77,059	16,850
54012 Oil / Grease	28,000	2,333	1,408	925	18,667	8,005	10,662
54015 CNG Fuel	23,000	2,446	1,937	510	16,848	14,031	2,816
54013 Vehicle / Equipment Tires	43,000	3,583	2,380	1,204	28,667	15,167	13,500
54021 Vehicle Repair & Maintenance	62,000	5,167	3,133	2,034	41,333	47,890	(6,557)
54022 Vehicle Communication Equip	7,000	583	1,846	(1,263)	4,667	5,481	(815)
54023 Sheriff Vehicle Repair & Maint	100	8	0	8	67	0	67
54030 General Equip Repair & Maint	70,800	5,900	1,439	4,461	47,200	12,357	34,843
54040 Heavy Equipment Maint	60,000	3,063	2,226	837	36,402	25,550	10,852
54045 ARFF Vehicle Repair & Maint	20,000	1,667	415	1,251	13,333	9,270	4,063
54050 Snow Equip Repair & Maint	80,000	495	3,672	(3,177)	45,200	18,663	26,537
54060 Mower Repair & Maintenance	15,000	1,946	2,439	(492)	9,705	12,295	(2,590)
54070 Vehicle Shop Tools & Supplies	40,000	3,333	3,491	(157)	26,667	31,585	(4,918)



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	<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>
<b>Total Vehicles</b>	<b>652,900</b>	<b>36,788</b>	<b>32,705</b>	<b>4,084</b>	<b>426,918</b>	<b>311,757</b>	<b>115,161</b>
<b>Total Material &amp; Supplies</b>	<b>4,462,469</b>	<b>351,675</b>	<b>352,515</b>	<b>(840)</b>	<b>3,025,838</b>	<b>2,988,202</b>	<b>37,636</b>
<b>Office</b>							
55010 Office Equipment Rental	5,794	483	725	(242)	3,863	3,771	91
55011 Copy Machine Use	25	2	0	2	17	0	17
55012 Office Equipment Serv Agrmnt	3,292	187	187	0	2,546	2,855	(309)
55013 Office Equipment Repairs	700	58	0	58	467	0	467
55014 Computer System Supplies	31,850	2,654	0	2,654	21,233	2,908	18,325
55015 Hardware/Software Maint	82,637	6,886	3,827	3,059	55,091	20,405	34,686
55016 Computer Equipment	13,500	1,125	0	1,125	9,000	8,868	132
55020 Office Furniture & Fixtures	6,750	563	0	563	4,500	368	4,132
55030 Printed Forms / Letterhead	3,200	267	0	267	2,133	89	2,044
55031 Parking Ticket Stock	16,000	1,333	0	1,333	10,667	5,647	5,020
55032 Printing Outside Services	100	8	0	8	67	0	67
55041 Express Mail	600	50	27	23	400	258	142
55050 Reference Materials	700	58	0	58	467	736	(269)
55060 Office Supplies	13,100	1,092	1,960	(868)	8,733	5,968	2,765
55070 Payroll Services	34,000	2,527	2,382	145	20,608	18,193	2,415
<b>Total Office</b>	<b>212,248</b>	<b>17,293</b>	<b>9,108</b>	<b>8,185</b>	<b>139,792</b>	<b>70,068</b>	<b>69,724</b>
<b>Administration</b>							
66000 Dues & Subscriptions	8,850	50	(254)	304	8,151	6,453	1,698
66002 A.A.A.E. Memberships	1,100	0	100	(100)	550	650	(100)
66010 AvPorts/MA Training & Travel	70,600	5,896	328	5,568	45,523	37,512	8,011
66030 Advertising - Public Meetings	2,000	167	0	167	1,333	0	1,333
66031 Economic Development	10,000	833	0	833	6,667	0	6,667
66040 License & Permits	2,400	0	0	0	0	0	0
66050 Property Taxes	37,000	0	26,840	(26,840)	18,500	38,063	(19,563)
66060 Credit Card Service Charges	350,000	27,527	29,154	(1,627)	238,481	261,905	(23,424)
66061 EZ Pass Fees	120,000	12,442	11,337	1,105	86,010	79,519	6,492
<b>Total Administration</b>	<b>601,950</b>	<b>46,914</b>	<b>67,504</b>	<b>(20,590)</b>	<b>405,215</b>	<b>424,102</b>	<b>(18,887)</b>
Total Expenses	24,011,186	2,023,969	1,963,526	60,443	16,289,994	15,715,954	574,039
83000 Non Capital Equipment	432,090	36,008	0	36,008	288,060	304,363	(16,303)
Total Exp & Non Cap Equip.	<u>24,443,276</u>	<u>2,059,976</u>	<u>1,963,526</u>	<u>96,450</u>	<u>16,578,054</u>	<u>16,020,317</u>	<u>557,737</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. Aug 31, 19
<b>AIRPORT MANAGEMENT - AVPORTS:</b>														
<b>Airfield</b>														
Maintenance Manager	1.00	1.00	1.00	1.00	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	1.00	1.00	1.00	1.00					0.00
Airport Maintenance Supervisor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00					0.00
Airport Maintenance Lead-Airfield Electrician	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00					0.00
Airport Maintenance Tech-Electrical	2.00	2.00	2.00	2.00	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	1.00	1.00	1.00	1.00					0.00
Airport Maintenance Lead-Grounds	1.00	1.00	1.00	1.00	1.00	2.00	2.00	2.00	2.00					1.00
Airport Maint Tech Lead-Glycol	1.00	1.00	1.00	1.00	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	1.00	1.00	1.00					1.00
Airport Maint Tech-Glycol	4.00	1.00	1.00	1.00	2.00	2.00	3.00	3.00	3.00					-1.00
Airport Maint Tech Airfield Secretary	12.00	9.00	10.00	11.00	11.00	9.50	8.75	7.75	7.00					-5.00
	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50					0.00
<b>Terminal</b>														
Facilities Manager	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00					0.00
Facilities Coordinator	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50					0.00
Facilities Maint Lead	2.00	2.00	2.00	2.00	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	1.00	1.00	1.00	1.00					0.00
Facilities Maint Technician	5.00	4.00	5.00	5.00	5.00	5.00	5.00	5.25	5.25					0.25
Custodial Supervisor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00					0.00
Custodial Lead	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00					0.00
Custodial Worker	18.00	18.00	18.00	18.00	18.00	17.00	16.00	16.00	16.00					-2.00
Floor Care Technician	1.00	1.00	1.00	1.00	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	1.00	1.00	1.00	1.00					0.00
Artistic Exhibits	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50					0.00
Museum Shop	5.50	3.50	3.50	3.50	3.50	3.50	3.50	3.50	3.50					-2.00
<b>Loading Bridges</b>														
Facilities Maint Lead-Loading Bridge	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00					0.00
<b>Parking</b>														
Deputy, Commercial Services	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00					0.00
Parking Supervisor	2.00	2.00	2.00	2.00	2.00	2.00	2.00	1.00	1.00					-1.00
Lead Cashier	5.00	5.00	5.00	5.00	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	12.00	12.00	14.00	14.00					0.00
Cashier, Part Time - FTE	2.50	0.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00					-2.50
Shuttle Operator Lead	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00					0.00
Shuttle Detailer	1.00	1.00	1.00	1.00	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	14.00	14.00	13.00	13.00					1.00
Shuttle Operator, Part Time - FTE	1.00	1.00	1.00	1.00	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	0.00	0.00	0.00	0.00					-1.00
Parking Assistant	1.00	0.00	0.00	0.00	0.00	1.00	1.00	1.00	1.00					0.00
Parking Maint Technician	4.00	4.00	4.00	4.00	4.00	4.00	3.00	3.00	3.00					-1.00
<b>Security</b>														
Curbside Monitors, Full Time	4.00	2.00	3.00	4.00	4.00	3.00	3.00	3.00	4.00					0.00
Curbside Monitors, Part Time - FTE	2.50	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00					-0.50
<b>Landside</b>														
Tower/Custodial	2.00	2.00	2.00	2.00	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	0.50	0.50	0.50	0.50					0.00
<b>ARFF</b>														
Chief/Safety Manager	1.00	1.00	1.00	1.00	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	4.00	4.00	4.00	4.00					0.00
Firefighters/Safety Officer	16.00	15.00	15.00	15.00	15.00	15.00	15.00	15.00	15.00					-1.00
<b>Operations</b>														
Airport Operations Manager	1.00	1.00	1.00	1.00	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	1.00	1.00	1.00	1.00					0.00
Asst Airport Security Supervisor	1.00	1.00	1.00	1.00	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	5.00	5.00	5.00	5.00					0.00
Airport Operations Officer	4.00	4.00	4.00	3.00	3.00	3.00	4.00	4.25	5.00					1.00
Receptionist	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00					0.00
<b>Vehicles &amp; Equipment</b>														
Airport Maint Lead-Vehicle Maint	2.00	2.00	2.00	2.00	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	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	7.00	6.00	6.00	6.00					-2.00
<b>Administration</b>														
	3.50	3.50	3.50	4.50	5.50	5.50	5.50	6.50	6.50					3.00
<b>Total AvPORTS Positions</b>	<b>173.00</b>	<b>156.50</b>	<b>159.00</b>	<b>160.00</b>	<b>161.00</b>	<b>161.50</b>	<b>159.75</b>	<b>160.25</b>	<b>161.25</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>-11.75</b>

# Personnel Services & Benefits

For the eight months ended August 31, 2019

	<b>AFCO (AvPorts)</b>		
	Year to Date Budget	Year to Date Actual	Variance
<b>Personnel Services</b>			
Regular - Salaries	\$ 3,839,259	\$ 3,765,503	\$ 73,756
Holiday Pay	151,730	105,825	45,905
Other Dollars/Funeral/Jury/Retro	337,421	137,914	199,507
Shift Premium	60,039	55,103	4,936
Lead Pay	6,063	4,734	1,329
Sick Pay	82,228	97,506	(15,278)
Personal Pay	-	-	-
Vacation Pay	294,531	233,719	60,812
Sub Total	4,771,271	4,400,304	370,967
Overtime	425,291	596,269	(170,978)
Double Time Pay	27,984	35,427	(7,443)
Total	5,224,546	5,032,000	192,546
<b>Employee Benefits</b>			
Social Security & Medicare	371,584	373,022	(1,438)
Federal Unemployment Tax	8,221	7,182	1,039
NYS Unemployment	42,444	36,400	6,044
Workers Compensation	337,517	235,701	101,816
401 (K) Plan Match	107,191	118,453	(11,262)
Health & Dental Insurance	1,641,651	1,534,711	106,940
Employee Benefits Deductions	(192,694)	(185,904)	(6,790)
Disability/Life Insurance	90,321	106,473	(16,152)
Total	2,406,235	2,226,038	180,197
Total Salaries and Benefits	\$ 7,630,781	\$ 7,258,038	\$ 372,743

## Albany International Airport 2019 AvPort's Performance Measurements For the eight months ended August 31

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	498
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	16,330,000
water removed (the higher the better)	2.9%	3.3%	4.4%	3.5%	3.6%
Employees with CDL licenses	34	33	33	40	33
Runway incidents	0	0	0	0	1
Notices to Airmen (NOTAMs) for airfield lighting	66	28	37	0	103
Occupational Safety and Health Administration (OSHA) reportable incidents	2	2	2	0	1
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	505,053
Overtime/Personnel Services (%)	11.3%	14.0%	13.2%	10.6%	13.1%

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	2,471
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	\$13.66
Terminal electrical usage (KWH): 79 Building	1,547,262	1,337,120	1,412,191	1,400,000	920,962
Terminal electrical usage (KWH): 98 Building	7,339,716	7,041,849	6,945,277	7,000,000	4,689,198
Overtime/Personnel Services (%)	6.9%	7.6%	8.4%	6.2%	7.2%

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	\$16,061
Airline Employees trained	2	13	35	10	54
Over-the-Wing (OTW) Loading Bridge total operations	4,278	4,249	4,031	4,200	1,524
Loading Bridge electrical usage (KWH) (6.1% of 98 building gets allocated)	635,970	635,970	601,792	600,000	406,308
OTW Loading Bridge Maintenance calls (new measurement for 2009)	93	80	93	10	30
OTW Loading Bridge out of service (new measurement for 2009)	19.5%	30.2%	32.3%	0.0%	30.8%
Number of leased loading bridges	14	13	13	13	15
Overtime/Personnel Services (%)	16.8%	16.1%	15.4%	11.2%	18.9%

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	190,901
Cashier parking transactions	322,647	292,572	301,127	300,000	244,917
Cashier parking transaction errors	110	67	53	50	53
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	1
Parking electrical usage (KWH)	348,356	348,356	351,034	345,000	222,398
Parking Garage electrical usage (KWH) (23.5% of 98 building gets allocated)	2,450,047	2,450,047	2,318,381	2,500,000	1,565,286
YTD Loss/Gain	-\$1,080	-\$636	\$165	\$0	-\$489
Overtime/Personnel Services (%)	18.0%	14.8%	16.2%	11.6%	15.7%

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	414
Tour conducted by ARFF	34	21	41	35	17
AED classes conducted	27	22	4	15	5
Fire Extinguishers inspected/serviced	5,711	5,970	5,920	5,800	3,316
NYS Fire Fighter training (training hours)	504	504	504	504	336
OSHA required fire training (training hours)	156	156	156	156	104
NYS EMT training (training hours)	480	480	480	480	320
FAA ARFF training (training hours)	516	516	516	516	344
Building code inspections	52	45	31	20	11
Overtime/Personnel Services (%)	16.2%	18.6%	15.2%	11.4%	16.2%

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	2,401
Work Orders (139) aeronautical areas	729	999	1,030	1,000	559
Notice to airmen (NOTAMS)	978	1,471	2,488	1,500	1,562
Bird Strikes	48	71	28	15	11
Property Damage Reports	147	176	190	140	140
Bodily Injury Reports	248	246	227	200	156
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%	19.0%

Security Performance Measurements					
	2016 Final	2017 Final	2018 Final	2019 Budget	2019 YTD Actual
Security Trainees	686	697	797	700	572
Driver Trainees	408	422	501	400	419
Finger Printing	763	743	934	750	693
Badges Issued	166	186	260	200	189
Revalidations*	656	681	854	900	508
Escort Required Badges Issued	2,840	2,137	3,490	2,500	3,456
Business Center Security Passes	169	64	199	100	141
Curbside Accidents	0	0	0	0	0
Curbside Security - Overtime/Personnel Services (%)	8.6%	5.4%	5.2%	2.7%	6.1%

\*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	7
Fuel Truck (Not less than 7 operational)	7	7	7	7	11
Technicians trained	0	24	16	2	20
Overtime/Personnel Services (%)	9.7%	10.2%	9.0%	8.5%	10.5%

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	161.3
Total AvPort's overtime	12.4%	12.4%	12.2%	9.2%	12.6%
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	14
Administration Overtime/Personnel Services (%)	0.0%	0.0%	0.0%	0.0%	0.0%
Employee turnover	15.9%	12.9%	15.4%	13.0%	7.700%

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

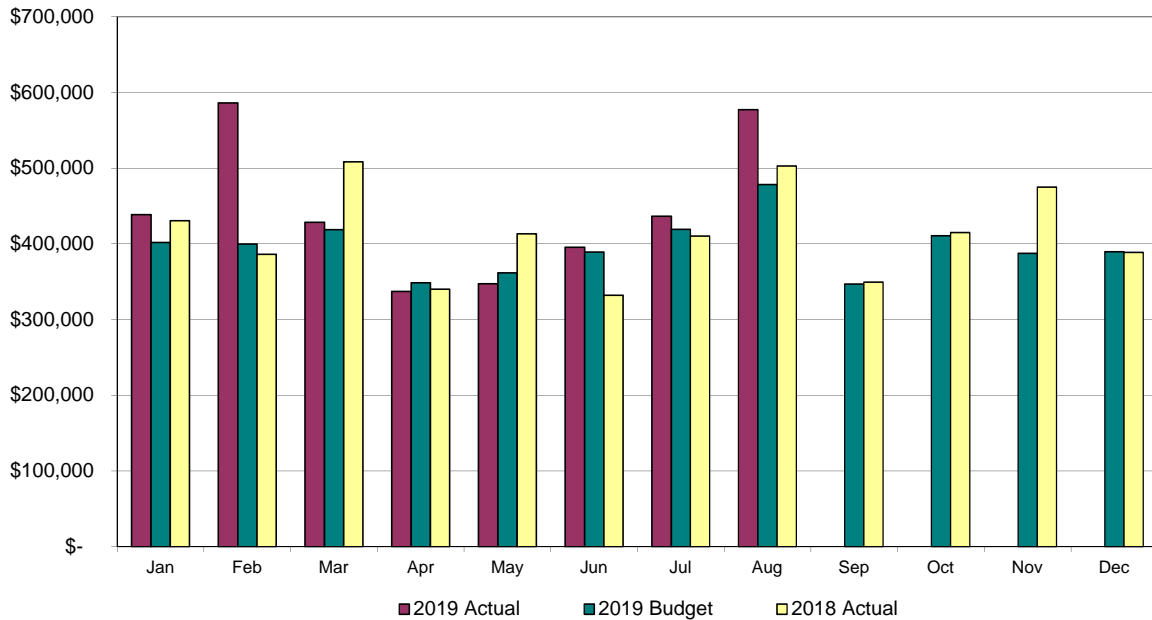


# Million Air FBO Operations

Albany County Airport Authority  
FBO Operations Summary  
For the eight months ended August 31, 2019

	Commercial Fueling (60)		GA & Facilities (61)		Administration (69)		TOTAL		
	Budget	Actual	Budget	Actual	Budget	Actual	Budget	Actual	Variance
<b>REVENUES</b>									
<b>Retail Fuel</b>									
Jet A Fuel Sales	\$ -	\$ -	\$ 3,945,764	\$ 3,925,469	\$ -	\$ -	\$ 3,945,764	\$ 3,925,469	\$ (20,295)
AvGas Fuel Sales	-	-	186,919	219,604	-	-	186,919	219,604	32,685
Commercial AvGas Fuel Sales	170,056	129,394	-	-	-	-	170,056	129,394	(40,662)
Auto & Diesel Fuel Sales	231,415	210,025	-	-	-	-	231,415	210,025	(21,390)
<b>Retail Fuel Sales</b>	<b>401,471</b>	<b>339,419</b>	<b>4,132,683</b>	<b>4,145,073</b>	<b>-</b>	<b>-</b>	<b>4,534,154</b>	<b>4,484,492</b>	<b>(49,662)</b>
Into Plane Fees	440,332	468,175	-	-	-	-	440,332	468,175	27,843
Fuel Farm Fees	418,259	442,542	-	-	-	-	418,259	442,542	24,283
General Aviation Landing Fees	-	-	195,490	198,846	-	-	195,490	198,846	3,356
Aircraft Parking Fees	-	-	144,886	132,393	-	-	144,886	132,393	(12,493)
Deicing Services	846,695	968,602	24,284	52,187	-	-	870,979	1,020,789	149,810
FBO Properties	-	-	266,560	238,362	-	-	266,560	238,362	(28,198)
FBO Services	-	-	35,500	42,871	-	-	35,500	42,871	7,371
<b>TOTAL REVENUES</b>	<b>\$ 2,106,757</b>	<b>\$ 2,218,738</b>	<b>\$ 4,799,403</b>	<b>\$ 4,809,732</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 6,906,160</b>	<b>\$ 7,028,470</b>	<b>\$ 122,310</b>
<b>COST OF SALES ( )</b>									
Fuel Costs - Jet A	-	-	2,308,517	2,201,614	-	-	2,308,517	2,201,614	(106,903)
Fuel Volume Discounts - Jet	-	-	238,825	266,108	-	-	238,825	266,108	27,283
Fuel Costs - AvGas	-	-	141,900	174,277	-	-	141,900	174,277	32,377
Fuel Volume Discounts - AvGas	-	-	2,721	2,982	-	-	2,721	2,982	261
Fuel Costs - Commercial AvGas	154,443	114,918	-	-	-	-	154,443	114,918	(39,525)
Fuel Costs - Auto & Diesel	182,166	157,740	-	-	-	-	182,166	157,740	(24,426)
<b>Fuel Costs</b>	<b>336,609</b>	<b>272,658</b>	<b>2,691,963</b>	<b>2,644,981</b>	<b>-</b>	<b>-</b>	<b>3,028,572</b>	<b>2,917,639</b>	<b>(110,933)</b>
Deicing Costs - Type I & IV	656,725	561,566	-	-	-	-	656,725	561,566	(95,159)
Catering, Oil & Other	-	-	3,333	2,554	-	-	3,333	2,554	(779)
<b>Total Cost of Sales</b>	<b>993,334</b>	<b>834,224</b>	<b>2,695,296</b>	<b>2,647,535</b>	<b>-</b>	<b>-</b>	<b>3,688,630</b>	<b>3,481,759</b>	<b>(206,871)</b>
<b>Net Operating</b>	<b>\$ 1,113,423</b>	<b>\$ 1,384,514</b>	<b>\$ 2,104,107</b>	<b>\$ 2,162,197</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 3,217,530</b>	<b>\$ 3,546,711</b>	<b>\$ 329,181</b>
<b>EXPENSES ( )</b>									
<b>Personal Services</b>									
Salaries	\$ 297,327	\$ 264,297	\$ 395,148	\$ 418,079	\$ 140,486	\$ 138,863	\$ 832,961	\$ 821,239	\$ 11,722
Overtime	36,533	38,289	78,500	124,732	-	-	115,033	163,021	(47,988)
Total Personal Services	333,860	302,586	473,648	542,811	140,486	138,863	947,994	984,260	(36,266)
Employee Benefits	112,395	102,303	218,474	231,795	60,262	38,656	391,131	372,754	18,377
Utilities & Communications	15,000	12,223	52,875	46,387	1,033	751	68,908	59,361	9,547
Purchased Services	65,483	55,966	87,582	91,522	228,012	254,428	381,077	401,916	(20,839)
<b>Materials &amp; Supplies</b>									
Buildings	8,467	4,286	46,481	42,382	-	-	54,948	46,668	8,280
Grounds	13,333	12,487	2,200	1,811	-	-	15,533	14,298	1,235
Vehicles	130,568	144,360	48,736	54,990	-	-	179,304	199,350	(20,046)
Total Materials & Supplies	152,368	161,133	97,417	99,183	-	-	249,785	260,316	(10,531)
Office & Administration	-	-	120,013	110,298	33,843	23,832	153,856	134,130	19,726
Non-Capital Equipment	-	-	-	-	-	-	-	-	-
<b>TOTAL EXPENSES</b>	<b>679,106</b>	<b>634,211</b>	<b>1,050,009</b>	<b>1,121,996</b>	<b>463,636</b>	<b>456,530</b>	<b>2,192,751</b>	<b>2,212,737</b>	<b>(19,986)</b>
<b>FBO Net Direct Cost</b>	<b>\$ 434,317</b>	<b>\$ 750,303</b>	<b>\$ 1,054,098</b>	<b>\$ 1,040,201</b>	<b>\$ (463,636)</b>	<b>\$ (456,530)</b>	<b>\$ 1,024,779</b>	<b>\$ 1,333,974</b>	<b>\$ 309,195</b>
<b>Allocation of Indirect Cost Centers</b>									
ARFF	42,824	39,351	42,824	39,351	-	-	85,647	78,702	6,945
Operations	33,711	35,069	33,711	35,069	-	-	67,422	70,139	(2,717)
Security	21,034	20,493	21,034	20,493	-	-	42,069	40,986	1,083
Vehicles & Equipment	50,909	44,608	30,545	26,765	-	-	81,454	71,373	10,081
Airport Mgmt Administration	25,594	23,869	30,047	39,500	-	-	55,641	63,369	(7,727)
FBO Administration	213,264	171,959	250,373	284,570	(463,637)	(456,529)	-	-	-
ACAA Administration	178,665	138,816	209,754	229,723	-	-	388,419	368,539	19,880
<b>Total Allocation</b>	<b>566,000</b>	<b>474,165</b>	<b>618,289</b>	<b>675,472</b>	<b>(463,637)</b>	<b>(456,529)</b>	<b>720,652</b>	<b>693,108</b>	<b>27,544</b>
<b>FBO Net Results</b>	<b>\$ (131,683)</b>	<b>\$ 276,138</b>	<b>\$ 435,809</b>	<b>\$ 364,729</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 304,127</b>	<b>\$ 640,866</b>	<b>\$ 336,739</b>

## Albany International Airport FBO Net Revenue Before Operating and Maintenance Expenses For the eight months ended August 31



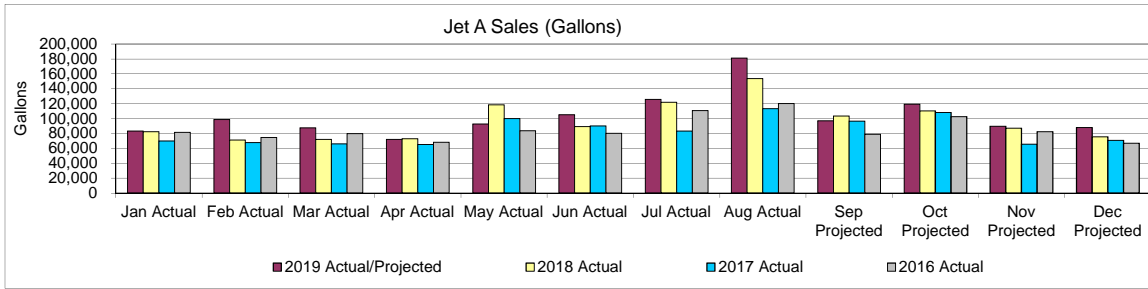
YTD Revenues	2019 Actual			2019 Budget			2018 Actual		
	Gross Revenues	Cost of Sales	Net Revenue	Gross Revenues	Cost of Sales	Net Revenue	Gross Revenues	Cost of Sales	Net Revenue
Jet A Fuel Sales	\$ 3,925,469	\$ 2,201,614	\$ 1,723,855	\$ 3,945,764	\$ 2,308,517	\$ 1,637,247	\$ 3,712,526	\$ 2,120,408	\$ 1,592,118
Fuel Volume Discounts-Jet A		266,108	(266,108)		238,825	(238,825)		251,764	(251,764)
AvGas Fuel Sales-Commercial	129,394	114,918	14,476	170,056	154,443	15,613	256,538	231,249	25,289
AvGas Fuel Sales	219,604	174,277	45,327	186,919	141,900	45,019	185,668	140,291	45,377
Fuel Volume Discounts-AvGas		2,982	(2,982)		2,721	(2,721)		2,358	(2,358)
Auto & Diesel Fuel Sales	210,025	157,739	52,286	231,415	182,166	49,249	225,364	176,906	48,458
Into-Plane Fees	468,175		468,175	440,332		440,332	449,840		449,840
Fuel Farm Fees	442,542		442,542	418,259		418,259	416,637		416,637
Landing Fees	198,846		198,846	195,490		195,490	186,944		186,944
Parking Fees	132,393		132,393	144,886		144,886	136,627		136,627
Deicing	1,020,790	561,565	459,225	870,979	656,725	214,254	1,135,237	749,160	386,077
Properties	238,362		238,362	266,560		266,560	255,915		255,915
FBO Services (Catering, etc)	42,871	2,554	40,317	35,500	3,334	32,166	36,069	2,191	33,878
<b>Total</b>	<b>\$ 7,028,471</b>	<b>\$ 3,481,757</b>	<b>\$ 3,546,714</b>	<b>\$ 6,906,159</b>	<b>\$ 3,688,631</b>	<b>\$ 3,217,528</b>	<b>\$ 6,997,365</b>	<b>\$ 3,674,327</b>	<b>\$ 3,323,038</b>

	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	664,298	316,871	347,427	722,868	361,190	361,678	843,555	430,353	413,202
June	729,804	334,297	395,507	801,318	412,050	389,268	673,250	341,233	332,017
July	852,228	415,774	436,454	863,799	444,701	419,098	859,036	448,941	410,095
August	1,148,278	571,146	577,132	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
<b>Total</b>	<b>\$ 7,028,471</b>	<b>\$ 3,481,757</b>	<b>\$ 3,546,714</b>	<b>\$ 10,246,372</b>	<b>\$ 5,494,246</b>	<b>\$ 4,752,126</b>	<b>\$ 10,427,352</b>	<b>\$ 5,476,229</b>	<b>\$ 4,951,123</b>

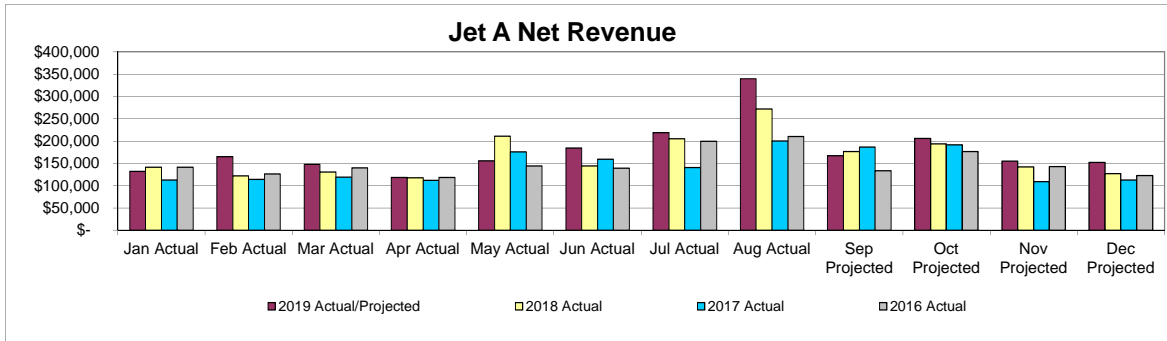
YTD \$ 7,028,471 \$ 3,481,757 \$ 3,546,714 \$ 6,906,159 \$ 3,688,631 \$ 3,217,528 \$ 6,997,365 \$ 3,674,327 \$ 3,323,038



## Albany International Airport FBO Jet A Fuel Sales For the eight months ended August 31

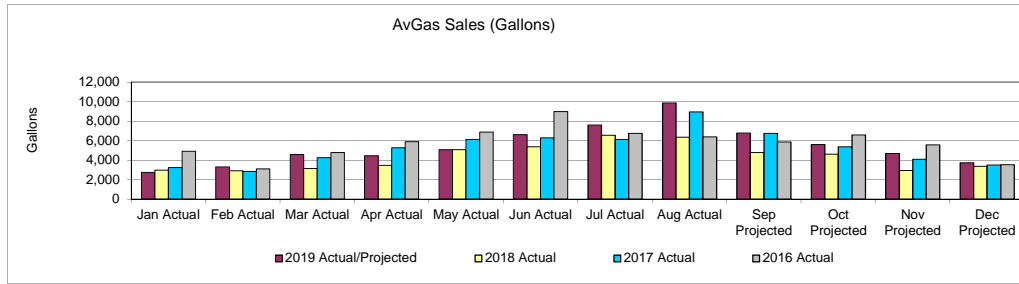


Jet A Gallons		2019	2019 Budget	# Variance	% Variance	2018	2019 vs 2018	2017	2016
January	(Actual)	83,336	87,543	(4,207)	-4.8%	82,592	0.9%	70,070	81,710
February	(Actual)	98,665	83,002	15,663	18.9%	71,125	38.7%	67,820	74,536
March	(Actual)	87,742	81,932	5,810	7.1%	72,099	21.7%	66,129	79,951
April	(Actual)	72,253	88,173	(15,920)	-18.1%	72,863	-0.8%	65,069	68,402
May	(Actual)	92,728	97,342	(4,614)	-4.7%	118,650	-21.8%	99,920	83,850
June	(Actual)	105,222	114,968	(9,746)	-8.5%	89,409	17.7%	89,950	80,224
July	(Actual)	125,728	124,465	1,263	1.0%	122,091	3.0%	83,365	110,860
<b>August</b>	<b>(ACTUAL)</b>	<b>180,994</b>	<b>141,198</b>	<b>39,796</b>	<b>28.2%</b>	<b>153,689</b>	<b>17.8%</b>	<b>113,131</b>	<b>120,313</b>
September	(Projected)	97,004	93,791	3,213	3.4%	103,321	-6.1%	96,413	79,169
October	(Projected)	119,395	115,440	3,955	3.4%	110,506	8.0%	107,989	102,474
November	(Projected)	89,735	86,762	2,972	3.4%	86,915	3.2%	65,483	82,517
December	(Projected)	87,996	85,081	2,915	3.4%	75,434	16.7%	70,963	67,060
<b>Total</b>		<b>1,240,798</b>	<b>1,199,698</b>	<b>41,100</b>	<b>3.4%</b>	<b>1,158,694</b>	<b>7.1%</b>	<b>996,302</b>	<b>1,031,066</b>
<b>YTD Gallons</b>		<b>846,668</b>	<b>818,623</b>	<b>28,045</b>	<b>3.4%</b>	<b>782,518</b>	<b>8.2%</b>	<b>655,454</b>	<b>699,846</b>

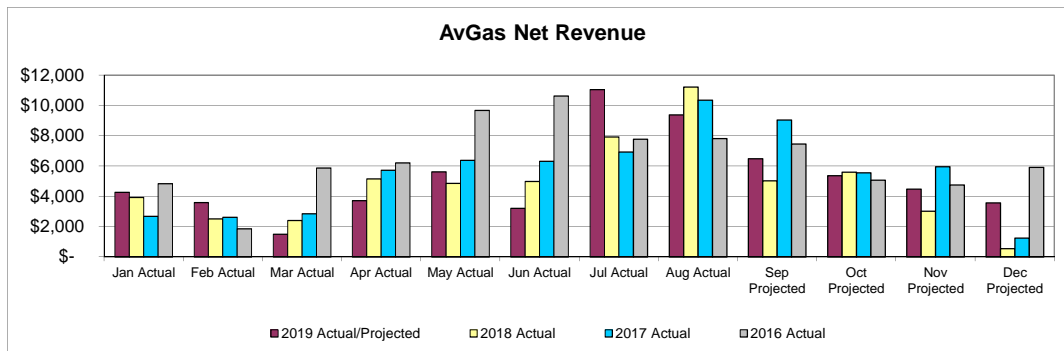


Jet A Net Revenue		2019	2019 Budget	# Variance	% Variance	2018	2019 vs 2018	2017	2016
January	(Actual)	\$ 131,406	\$ 149,546	\$ (18,140)	-12.1%	\$ 141,143	-6.9%	\$ 112,128	\$ 140,607
February	(Actual)	164,266	141,788	22,478	15.9%	121,451	35.3%	118,822	125,545
March	(Actual)	147,453	139,961	7,492	5.4%	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	(Actual)	155,129	166,285	(11,156)	-6.7%	210,246	-26.2%	175,376	143,880
June	(Actual)	183,921	196,396	(12,475)	-6.4%	143,769	27.9%	158,488	138,577
July	(Actual)	218,301	212,619	5,682	2.7%	204,549	6.7%	140,062	199,181
<b>August</b>	<b>(ACTUAL)</b>	<b>339,586</b>	<b>241,203</b>	<b>98,383</b>	<b>40.8%</b>	<b>271,633</b>	<b>25.0%</b>	<b>199,745</b>	<b>210,063</b>
September	(Projected)	167,017	160,220	6,797	4.2%	175,786	-5.0%	186,356	132,912
October	(Projected)	205,567	197,201	8,366	4.2%	192,929	6.6%	191,217	176,189
November	(Projected)	154,501	148,213	6,288	4.2%	141,572	9.1%	108,259	142,396
December	(Projected)	151,507	145,341	6,166	4.2%	126,192	20.1%	111,976	121,863
<b>Total</b>		<b>\$ 2,136,338</b>	<b>\$ 2,049,396</b>	<b>\$ 86,942</b>	<b>4.2%</b>	<b>\$ 1,976,833</b>	<b>8.1%</b>	<b>\$ 1,726,999</b>	<b>\$ 1,788,532</b>
<b>YTD Net Revenues</b>		<b>\$ 1,457,747</b>	<b>\$ 1,398,422</b>	<b>\$ 59,325</b>	<b>4.2%</b>	<b>\$ 1,340,354</b>	<b>8.8%</b>	<b>\$ 1,129,191</b>	<b>\$ 1,215,172</b>

## Albany International Airport FBO Av Gas Retail Sales For the eight months ended August 31

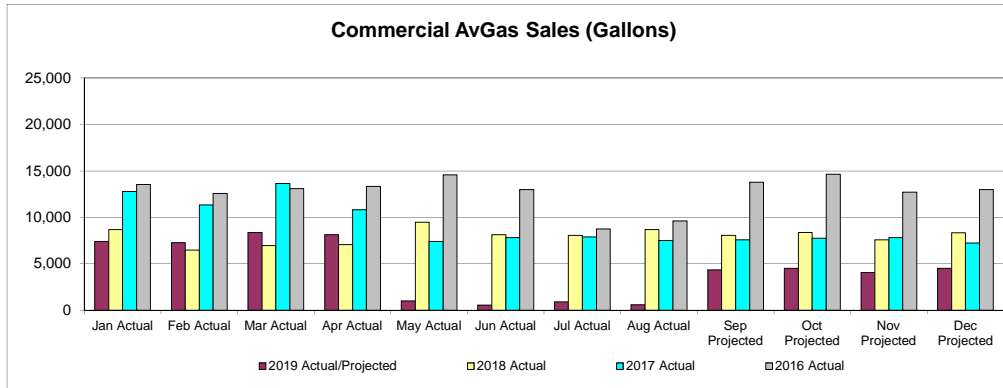


		2019		# Variance	% Variance	2018	2019 vs 2018	2017	2016
		2019	Budget						
January	(Actual)	2,738	3,016	(278)	-9.2%	2,978	-8.1%	3,248	4,915
February	(Actual)	3,291	2,706	585	21.6%	2,914	12.9%	2,836	3,087
March	(Actual)	4,578	3,250	1,328	40.9%	3,134	46.1%	4,236	4,773
April	(Actual)	4,431	4,482	(51)	-1.1%	3,471	27.7%	5,261	5,879
May	(Actual)	5,054	5,266	(212)	-4.0%	5,062	-0.2%	6,101	6,884
June	(Actual)	6,600	5,539	1,061	19.1%	5,378	22.7%	6,292	8,954
July	(Actual)	7,604	5,627	1,977	35.1%	6,547	16.1%	6,118	6,733
<b>August</b>	<b>(ACTUAL)</b>	<b>9,844</b>	<b>6,128</b>	<b>3,716</b>	<b>60.6%</b>	<b>6,341</b>	<b>55.2%</b>	<b>8,939</b>	<b>6,380</b>
September	(Projected)	6,762	5,517	1,245	22.6%	4,772	41.7%	6,751	5,863
October	(Projected)	5,602	4,571	1,031	22.6%	4,616	21.4%	5,359	6,588
November	(Projected)	4,664	3,805	858	22.6%	2,952	58.0%	4,090	5,563
December	(Projected)	3,731	3,044	687	22.6%	3,369	10.8%	3,479	3,537
<b>Total</b>		<b>64,899</b>	<b>52,953</b>	<b>11,946</b>	<b>22.6%</b>	<b>51,534</b>	<b>25.9%</b>	<b>62,710</b>	<b>69,156</b>
<b>YTD Gallons</b>		<b>44,140</b>	<b>36,015</b>	<b>8,125</b>	<b>22.6%</b>	<b>35,825</b>	<b>23.2%</b>	<b>43,031</b>	<b>47,605</b>

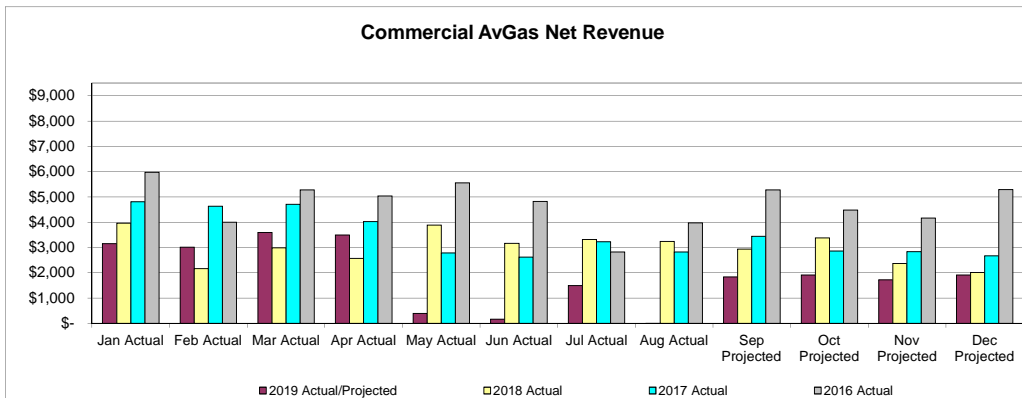


		2019		# Variance	% Variance	2018	2019 vs 2018	2017	2016
		2019	Budget						
January	(Actual)	\$ 4,275	\$ 3,542	\$ 733	20.7%	\$ 3,940	8.5%	\$ 2,687	\$ 4,839
February	(Actual)	3,582	3,178	404	12.7%	2,516	42.4%	2,618	1,857
March	(Actual)	1,504	3,817	(2,313)	-60.6%	2,405	-37.5%	2,843	5,885
April	(Actual)	3,722	5,264	(1,542)	-29.3%	5,159	-27.9%	5,721	6,205
May	(Actual)	5,614	6,185	(571)	-9.2%	4,869	15.3%	6,373	9,675
June	(Actual)	3,212	6,506	(3,294)	-50.6%	4,982	-35.5%	6,322	10,632
July	(Actual)	11,052	6,609	4,443	67.2%	7,935	39.3%	6,925	7,786
<b>August</b>	<b>(ACTUAL)</b>	<b>9,384</b>	<b>7,197</b>	<b>2,187</b>	<b>30.4%</b>	<b>11,213</b>	<b>-16.3%</b>	<b>10,360</b>	<b>7,815</b>
September	(Projected)	6,487	6,480	7	0.1%	5,023	29.1%	9,049	7,463
October	(Projected)	5,374	5,368	6	0.1%	5,591	-3.9%	5,560	5,076
November	(Projected)	4,474	4,469	5	0.1%	3,028	47.8%	5,967	4,755
December	(Projected)	3,580	3,576	4	0.1%	554	546.1%	1,237	5,917
<b>Total</b>		<b>\$ 62,260</b>	<b>\$ 62,191</b>	<b>\$ 68</b>	<b>0.1%</b>	<b>\$ 57,215</b>	<b>8.8%</b>	<b>\$ 65,662</b>	<b>\$ 77,905</b>
<b>YTD Net Revenues</b>		<b>\$ 42,345</b>	<b>\$ 42,298</b>	<b>\$ 47</b>	<b>0.1%</b>	<b>\$ 43,019</b>	<b>-1.6%</b>	<b>\$ 43,849</b>	<b>\$ 54,694</b>

## Albany International Airport Commercial Av Gas Retail Sales For the eight months ended August 31

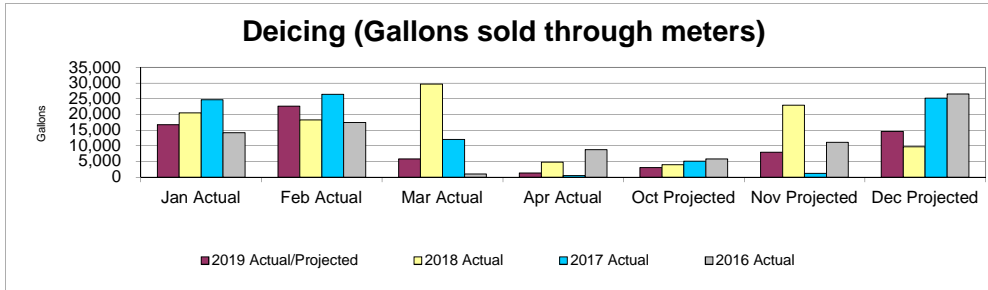


Commercial AvGas Gallons		2019	2019 Budget	# Variance	% Variance	2018	2019 vs 2018	2017	2016
January	(Actual)	7,400	5,765	1,635	28.4%	8,683	-14.8%	12,793	13,548
February	(Actual)	7,277	4,294	2,983	69.5%	6,467	12.5%	11,347	12,560
March	(Actual)	8,377	4,632	3,745	80.8%	6,977	20.1%	13,639	13,080
April	(Actual)	8,127	4,698	3,429	73.0%	7,076	14.9%	10,817	13,340
May	(Actual)	1,012	6,281	(5,269)	-83.9%	9,460	-89.3%	7,402	14,577
June	(Actual)	562	5,399	(4,837)	-89.6%	8,132	-93.1%	7,834	13,001
July	(Actual)	884	5,358	(4,474)	-83.5%	8,070	-89.0%	7,875	8,754
<b>August</b>	<b>(ACTUAL)</b>	<b>590</b>	<b>5,769</b>	<b>(5,179)</b>	<b>-89.8%</b>	<b>8,689</b>	<b>-93.2%</b>	<b>7,506</b>	<b>9,604</b>
September	(Projected)	4,343	5,354	(1,011)	-18.9%	8,064	-46.1%	7,594	13,774
October	(Projected)	4,506	5,555	(1,049)	-18.9%	8,366	-46.1%	7,743	14,650
November	(Projected)	4,077	5,026	(949)	-18.9%	7,569	-46.1%	7,820	12,715
December	(Projected)	4,500	5,548	(1,048)	-18.9%	8,356	-46.1%	7,223	12,983
<b>Total</b>		<b>51,655</b>	<b>63,680</b>	<b>(12,025)</b>	<b>-18.9%</b>	<b>95,909</b>	<b>-46.1%</b>	<b>109,593</b>	<b>152,586</b>
<b>YTD Gallons</b>		<b>34,229</b>	<b>42,198</b>	<b>(7,969)</b>	<b>-18.9%</b>	<b>63,554</b>	<b>-46.1%</b>	<b>79,213</b>	<b>98,464</b>

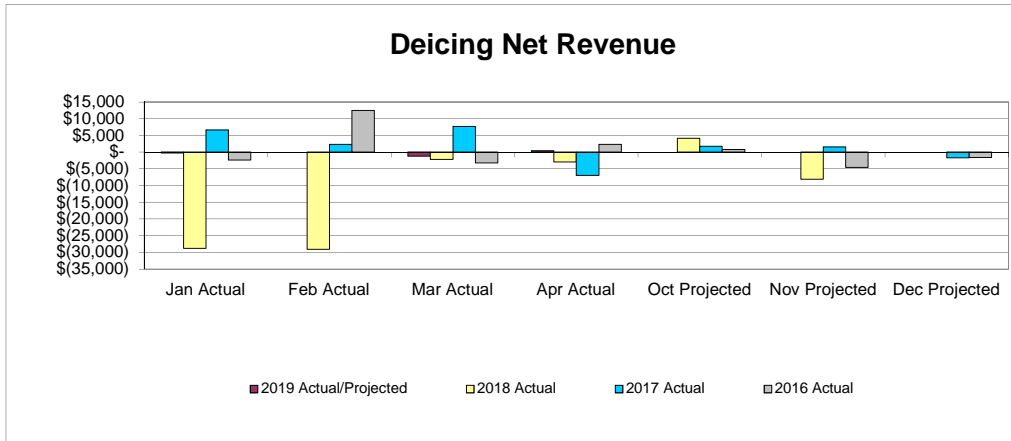


Commercial AvGas Net Revenue		2019	2019 Budget	# Variance	% Variance	2018	2019 vs 2018	2017	2016
January	(Actual)	\$ 3,154	\$ 2,133	\$ 1,021	47.9%	\$ 3,965	-20.5%	\$ 4,805	\$ 5,974
February	(Actual)	3,005	1,589	1,416	89.1%	2,165	38.8%	4,625	4,003
March	(Actual)	3,593	1,714	1,879	109.6%	2,981	20.5%	4,706	5,277
April	(Actual)	3,497	1,738	1,759	101.2%	2,564	36.4%	4,016	5,040
May	(Actual)	393	2,324	(1,931)	-83.1%	3,889	-89.9%	2,780	5,548
June	(Actual)	161	1,998	(1,837)	-91.9%	3,168	-94.9%	2,619	4,822
July	(Actual)	1,497	1,983	(486)	-24.5%	3,315	-54.8%	3,229	2,817
<b>August</b>	<b>(ACTUAL)</b>	<b>(824)</b>	<b>2,135</b>	<b>(2,959)</b>	<b>-138.6%</b>	<b>3,242</b>	<b>-125.4%</b>	<b>2,825</b>	<b>3,970</b>
September	(Projected)	1,837	1,981	(144)	-7.3%	2,933	-37.4%	3,443	5,271
October	(Projected)	1,906	2,055	(150)	-7.3%	3,372	-43.5%	2,860	4,476
November	(Projected)	1,724	1,859	(135)	-7.3%	2,369	-27.2%	2,831	4,165
December	(Projected)	1,903	2,053	(150)	-7.3%	2,008	-5.2%	2,668	5,293
<b>Total</b>		<b>\$ 21,846</b>	<b>\$ 23,562</b>	<b>\$ (1,716)</b>	<b>-7.3%</b>	<b>\$ 35,971</b>	<b>-39.3%</b>	<b>\$ 41,407</b>	<b>\$ 56,656</b>
<b>YTD Net Revenues</b>		<b>\$ 14,476</b>	<b>\$ 15,613</b>	<b>\$ (1,137)</b>	<b>-7.3%</b>	<b>\$ 25,289</b>	<b>-42.8%</b>	<b>\$ 29,605</b>	<b>\$ 37,451</b>

**Albany International Airport  
FBO Deicing Sales Consortium  
For the eight months ended August 31**

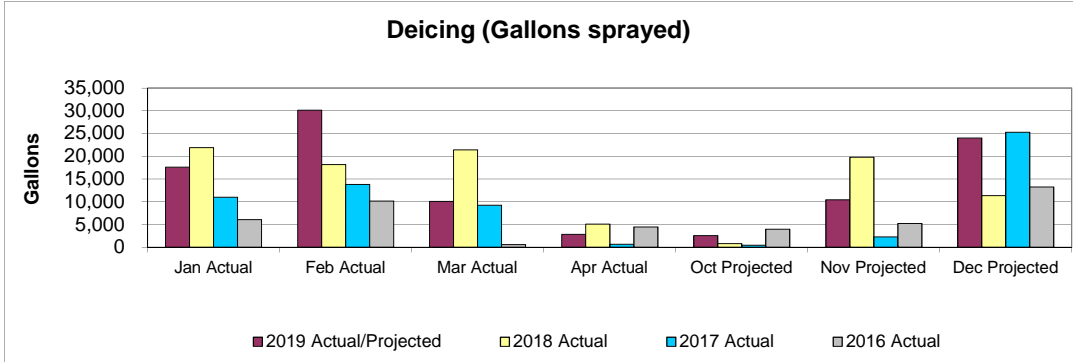


Deicing gallons sold through meters		2019	2019	#	%	2019	2019 vs	2017	2016
		2019	Budget	Variance	Variance	2018	2018	2017	2016
January	(Actual)	16,742	20,776	(4,034)	-19.4%	20,525	-18.4%	24,685	14,145
February	(Actual)	22,642	25,024	(2,382)	-9.5%	18,289	23.8%	26,437	17,437
March	(Actual)	5,746	13,494	(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
<b>Total</b>		<b>71,971</b>	<b>97,000</b>	<b>(25,029)</b>	<b>-25.8%</b>	<b>109,710</b>	<b>-34.4%</b>	<b>95,079</b>	<b>84,737</b>
<b>YTD Gallons</b>		<b>46,412</b>	<b>62,552</b>	<b>(16,140)</b>	<b>-25.8%</b>	<b>73,261</b>	<b>-36.6%</b>	<b>63,643</b>	<b>41,349</b>

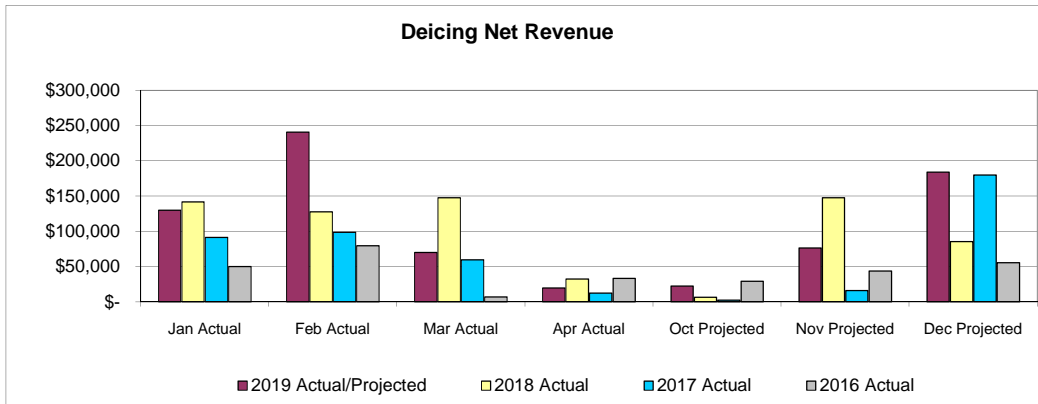


Deicing gallons sold through meters Net Revenue		2019	2019	#	%	2019	2019 vs	2017	2016
		2019	Budget	Variance	Variance	2018	2018	2017	2016
January	(Actual)	\$ (276)	0	-276	100.0%	\$ (28,775)	-99.0%	\$ 6,670	(2,395)
February	(Actual)	0	0	0	0.0%	(29,046)	-100.0%	2,322	12,514
March	(Actual)	(1,247)	0	-1,247	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)
<b>Total</b>		<b>(\$1,145)</b>	<b>0</b>	<b>(\$1,145)</b>	<b>100.0%</b>	<b>(\$66,883)</b>	<b>-98.3%</b>	<b>\$11,311</b>	<b>\$3,739</b>
<b>YTD Net Revenues</b>		<b>\$ (1,145)</b>	<b>\$ -</b>	<b>\$ (1,145)</b>	<b>100.0%</b>	<b>\$ (62,904)</b>	<b>-98.2%</b>	<b>\$ 9,718</b>	<b>\$ 9,212</b>

**Albany International Airport  
FBO Deicing Sales Sprayed  
For the eight months ended August 31**

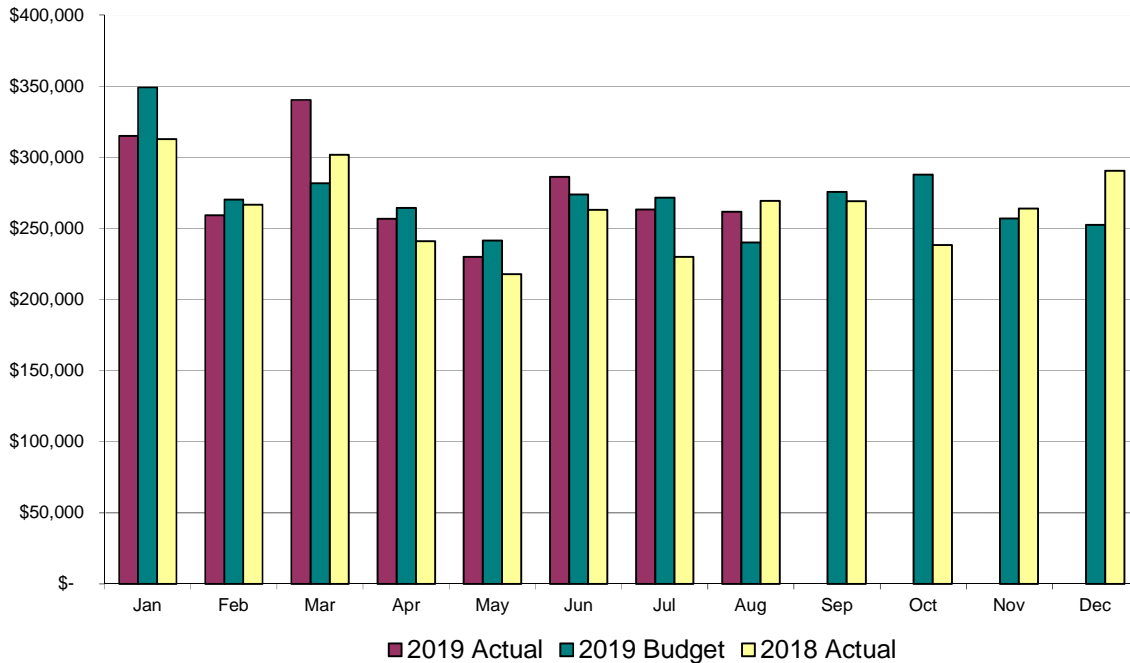


Deicing gallons sprayed		2019	2019 Budget	# Variance	% Variance	2018	2019 vs 2018	2017	2016
January	(Actual)	17,624	12,057	5,567	46.2%	21,867	-19.4%	10,964	6,053
February	(Actual)	30,117	13,908	16,209	116.5%	18,176	65.7%	13,776	10,149
March	(Actual)	10,043	8,511	1,532	18.0%	21,401	-53.1%	9,246	551
April	(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
<b>Total</b>		<b>97,639</b>	<b>59,500</b>	<b>38,139</b>	<b>64.1%</b>	<b>98,418</b>	<b>-0.8%</b>	<b>62,560</b>	<b>43,583</b>
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)	19,740	13,882	5,858	42.2%	32,128	-38.6%	12,121	33,181
October	(Projected)	22,190	10,327	11,863	114.9%	6,556	238.5%	2,237	28,882
November	(Projected)	76,514	35,609	40,905	114.9%	147,769	-48.2%	16,093	43,735
December	(Projected)	183,835	85,556	98,279	114.9%	85,365	115.4%	179,788	55,253
<b>Total</b>		<b>742,909</b>	<b>\$ 345,747</b>	<b>\$ 397,162</b>	<b>114.9%</b>	<b>\$ 688,670</b>	<b>7.9%</b>	<b>\$ 459,407</b>	<b>\$ 296,975</b>
YTD Net Revenues		\$ 460,370	\$ 214,254	\$ 246,116	114.9%	\$ 448,980	2.5%	\$ 261,289	\$ 169,105

# Albany International Airport FBO Operating and Maintenance Expenses For the eight months ended August 31



YTD Expenses	2019 Actual	2019 Budget	2018 Actual
<b>Personal Services</b>			
Salaries	\$ 821,239	\$ 832,961	\$ 814,686
Overtime	163,020	115,033	143,307
<b>Total Personal Services</b>	<u>984,259</u>	<u>947,994</u>	<u>957,993</u>
Employee Benefits	372,753	391,132	322,680
Utilities & Communications	59,362	68,908	64,467
Purchased Services	401,916	381,077	350,874
<b>Material &amp; Supplies</b>			
Buildings	46,668	54,948	80,949
Grounds	14,298	15,533	13,231
Vehicles	199,350	179,304	150,968
<b>Total Materials &amp; Supplies</b>	<u>260,316</u>	<u>249,785</u>	<u>245,148</u>
Administration	134,131	153,856	161,295
Non-Capital Equipment	-	-	-
<b>Total Expenses</b>	<u>\$ 2,212,737</u>	<u>\$ 2,192,753</u>	<u>\$ 2,102,455</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	230,092	241,383	217,740
June	286,279	273,886	263,094
July	263,299	271,679	229,965
August	261,807	240,138	269,334
September		275,642	269,166
October		287,887	238,330
November		257,095	263,932
December		252,395	290,514
<b>Total</b>	<u>\$ 2,212,737</u>	<u>\$ 3,265,772</u>	<u>\$ 3,164,397</u>

YTD \$ 2,212,737      \$ 2,192,753      \$ 2,102,455

ALBANY COUNTY AIRPORT AUTHORITY  
Detail of FBO/Million Air Departments  
For the Eight Months Ending Saturday, August 31, 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
<b>EXPENSES</b>							
<b>Personal Services</b>							
11000 Salaries	\$1,273,941	\$97,995	\$96,538	\$1,457	\$832,961	\$821,239	\$11,723
12010 Overtime 1.5	175,277	11,647	16,745	(5,098)	115,033	163,020	(47,988)
<b>Total Personal Services</b>	<b>1,449,218</b>	<b>109,643</b>	<b>113,283</b>	<b>(3,641)</b>	<b>947,994</b>	<b>984,259</b>	<b>(36,265)</b>
<b>Employee Benefits</b>							
21000 Social Security	110,866	8,241	8,408	(167)	74,151	73,085	1,066
22000 Health Insurance	410,237	34,186	32,682	1,504	273,491	267,600	5,891
24000 Medical Exams	1,500	125	0	125	1,000	1,335	(335)
25000 Uniforms & Laundry	6,650	554	497	57	4,433	3,217	1,217
25005 Uniform Purchases	11,500	958	1,567	(609)	7,667	9,297	(1,630)
26010 Disability Insurance	3,470	289	0	289	2,313	315	1,998
26020 Unemployment Insurance	19,910	279	67	212	18,768	6,045	12,723
29001 Airport & FBO 401K	13,967	1,254	1,350	(96)	9,308	11,859	(2,551)
<b>Total Employee Benefits</b>	<b>578,100</b>	<b>45,886</b>	<b>44,571</b>	<b>1,315</b>	<b>391,132</b>	<b>372,753</b>	<b>18,379</b>
<b>Utilities &amp; Communications</b>							
31000 Electric	53,000	5,326	4,031	1,295	36,799	31,704	5,095
33000 Natural Gas	33,000	449	108	341	27,440	21,161	6,279
35000 Water	1,400	0	0	0	700	514	186
36010 Telephone Charges-Local	550	46	34	12	367	226	141
36011 Tele Chg-Long Dist	650	54	29	25	433	216	218
36033 Wireless	2,414	201	400	(199)	1,609	1,601	8
36035 Radio Communications	400	0	0	0	400	397	3
36060 Cable Television	1,740	145	0	145	1,160	3,543	(2,383)
<b>Total Utilities &amp; Communications</b>	<b>93,154</b>	<b>6,221</b>	<b>4,602</b>	<b>1,620</b>	<b>68,908</b>	<b>59,362</b>	<b>9,546</b>
<b>PURCHASED SERVICES</b>							
<b>Insurance</b>							
42010 Airport Liability Insurance	120,868	0	0	0	90,012	99,178	(9,167)
42041 Environmental Liability	7,642	0	0	0	7,642	0	7,642
42060 Property Insurance	52,017	1,228	1,461	(233)	50,790	53,230	(2,440)
42095 Insurance Claims	20,000	1,667	0	1,667	13,333	0	13,333
<b>Total Insurance</b>	<b>200,527</b>	<b>2,895</b>	<b>1,461</b>	<b>1,434</b>	<b>161,777</b>	<b>152,408</b>	<b>9,369</b>
<b>Janitorial</b>							
45010 Refuse Removal Services	3,000	250	220	30	2,000	1,762	238
<b>Total Janitorial</b>	<b>3,000</b>	<b>250</b>	<b>220</b>	<b>30</b>	<b>2,000</b>	<b>1,762</b>	<b>238</b>
<b>Public Communications</b>							
46010 Public Relations	42,000	3,500	7,000	(3,500)	28,000	45,113	(17,113)
<b>Total Public Communications</b>	<b>42,000</b>	<b>3,500</b>	<b>7,000</b>	<b>(3,500)</b>	<b>28,000</b>	<b>45,113</b>	<b>(17,113)</b>
<b>Professional Services</b>							
49020 Engineering Services	0	0	0	0	0	1,940	(1,940)
49040 Professional Management	280,000	22,257	45,641	(23,383)	189,300	200,693	(11,393)
<b>Total Professional Services</b>	<b>280,000</b>	<b>22,257</b>	<b>45,641</b>	<b>(23,383)</b>	<b>189,300</b>	<b>202,633</b>	<b>(13,333)</b>
<b>Total Purchased Services</b>	<b>525,527</b>	<b>28,902</b>	<b>54,322</b>	<b>(25,420)</b>	<b>381,077</b>	<b>401,916</b>	<b>(20,839)</b>

ALBANY COUNTY AIRPORT AUTHORITY  
Detail of FBO/Million Air Departments  
For the Eight Months Ending Saturday, August 31, 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	398,179	463,986	(65,806)	2,308,517	2,201,614	106,903
51102	Fuel Discounts - Jet A	350,000	41,193	54,058	(12,865)	238,825	266,108	(27,283)
51103	Fuel Costs - AvGas	208,635	24,145	37,549	(13,404)	141,900	174,277	(32,377)
51104	Fuel Discount - AvGas	4,000	463	669	(206)	2,721	2,982	(262)
51108	Fuel Costs - Comm AvGas	233,069	21,115	3,003	18,113	154,443	114,918	39,526
51105	Fuel Costs - Auto Gas	78,000	4,081	3,511	570	52,295	52,914	(619)
51107	Fuel Costs - Diesel	200,000	12,681	7,730	4,951	129,871	104,825	25,045
51110	Deicing Type I - Sprayed	344,414	0	0	0	213,171	203,440	9,730
51111	Deicing Type I - Consortium	505,500	0	0	0	328,041	260,932	67,108
51112	Deicing Type IV - Sprayed	44,759	0	0	0	28,614	47,933	(19,319)
51113	Deicing Type IV - Consortium	137,720	0	0	0	86,899	49,260	37,639
51120	Catering	1,000	83	0	83	667	0	667
51125	Oil	3,000	250	641	(391)	2,000	1,526	474
51126	TKS	1,000	83	0	83	667	1,028	(361)
	<b>Total FBO</b>	<b>5,494,246</b>	<b>502,274</b>	<b>571,146</b>	<b>(68,872)</b>	<b>3,688,630</b>	<b>3,481,757</b>	<b>206,872</b>

**Buildings**

52010	Alarm & PA Systems	6,200	517	162	355	4,133	(2,510)	6,644
52031	Electrical Repairs & Supplies	10,000	833	1,860	(1,027)	6,667	8,142	(1,476)
52032	Elevator Repairs & Supplies	5,000	417	585	(168)	3,333	4,111	(777)
52033	HVAC	10,500	875	262	613	7,000	11,423	(4,423)
52034	Roof	5,500	458	880	(422)	3,667	1,439	2,227
52035	Plumbing Repairs & Supplies	3,500	292	0	292	2,333	5,433	(3,099)
52036	Automatic Door Repairs	4,000	333	0	333	2,667	0	2,667
52037	Pest Control	744	62	70	(8)	496	504	(8)
52060	Building Maintenance	27,000	2,250	462	1,788	18,000	7,261	10,739
52062	Janitorial Supplies	5,000	417	427	(11)	3,333	6,733	(3,400)
52063	Window Washing	4,477	373	2,066	(1,693)	2,985	4,133	(1,148)
52080	Sign Expense	500	42	0	42	333	0	333
	<b>Total Buildings</b>	<b>82,421</b>	<b>6,868</b>	<b>6,775</b>	<b>93</b>	<b>54,948</b>	<b>46,668</b>	<b>8,280</b>

**Grounds**

53010	Landscaping	500	100	0	100	400	0	400
53030	Pavement Repairs	500	100	0	100	400	0	400
53040	Sign Expense	100	8	0	8	67	0	67
53070	Hazardous Waste Mgmt	10,000	833	0	833	6,667	0	6,667
53078	Liquid Waste Disposal	12,000	1,000	0	1,000	8,000	14,298	(6,298)
	<b>Total Grounds</b>	<b>23,100</b>	<b>2,042</b>	<b>0</b>	<b>2,042</b>	<b>15,533</b>	<b>14,298</b>	<b>1,235</b>

**Vehicles**

54010	Gasoline	10,000	603	530	73	6,015	6,983	(967)
54011	Diesel Fuel	64,000	3,401	4,678	(1,277)	42,559	47,802	(5,243)
54013	Vehicle / Equipment Tires	10,500	875	104	771	7,000	7,088	(88)
54021	Vehicle Repair & Maintenance	1,500	125	0	125	1,000	150	850
54022	Vehicle Communication Equip	2,000	167	0	167	1,333	813	521
54030	General Equip Repair & Maint	57,500	4,792	1,811	2,980	38,333	38,798	(465)
54031	Quality Control Testing Equip	15,000	1,250	246	1,004	10,000	2,711	7,289
54040	Heavy Equipment Maint	125,000	6,966	9,431	(2,465)	68,730	90,222	(21,492)
54070	Vehicle Shop Tools & Supplies	6,500	542	864	(322)	4,333	4,784	(451)
	<b>Total Vehicles</b>	<b>292,000</b>	<b>18,720</b>	<b>17,664</b>	<b>1,056</b>	<b>179,304</b>	<b>199,350</b>	<b>(20,046)</b>



ALBANY COUNTY AIRPORT AUTHORITY  
 Detail of FBO/Million Air Departments  
 For the Eight Months Ending Saturday, August 31, 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
<b>Total Material &amp; Supplies</b>	<b>5,891,767</b>	<b>529,905</b>	<b>595,585</b>	<b>(65,681)</b>	<b>3,938,415</b>	<b>3,742,074</b>	<b>196,342</b>
<b>Office</b>							
55010 Office Equipment Rental	1,912	159	249	(89)	1,275	656	619
55012 Office Equipment Serv Agrmnt	600	400	0	400	400	360	40
55013 Office Equipment Repairs	100	8	0	8	67	0	67
55014 Computer System Supplies	6,250	521	0	521	4,167	0	4,167
55015 Hardware/Software Maint	8,390	699	295	404	5,593	4,088	1,505
55016 Computer Equipment	650	54	0	54	433	644	(211)
55020 Office Furniture & Fixtures	2,000	167	0	167	1,333	0	1,333
55030 Printed Forms / Letterhead	1,000	83	0	83	667	0	667
55032 Printing Outside Services	300	25	0	25	200	294	(94)
55041 Express Mail	250	21	0	21	167	0	167
55060 Office Supplies	5,000	417	531	(114)	3,333	2,863	470
55070 Payroll Services	18,000	1,364	1,544	(180)	11,876	12,943	(1,068)
<b>Total Office</b>	<b>44,452</b>	<b>3,919</b>	<b>2,618</b>	<b>1,300</b>	<b>29,510</b>	<b>21,849</b>	<b>7,662</b>
<b>Administration</b>							
66000 Dues & Subscriptions	17,300	0	0	0	16,441	15,052	1,389
66010 AvPorts/MA Training & Travel	11,500	958	1,049	(91)	7,667	2,911	4,755
66013 Function Refreshments	1,000	83	0	83	667	0	667
66015 Incentives	43,000	3,188	2,910	278	26,092	26,030	62
66031 Economic Development	1,000	83	0	83	667	0	667
66060 Credit Card Service Charges	104,000	13,623	14,012	(388)	72,813	68,288	4,525
<b>Total Administration</b>	<b>177,800</b>	<b>17,936</b>	<b>17,971</b>	<b>(35)</b>	<b>124,346</b>	<b>112,282</b>	<b>12,064</b>
Total Expenses	8,760,018	742,411	832,952	(90,541)	5,881,383	5,694,494	186,889
Total Exp & Non Cap Equip.	<u>8,760,018</u>	<u>742,411</u>	<u>832,952</u>	<u>(90,541)</u>	<u>5,881,383</u>	<u>5,694,494</u>	<u>186,889</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. Aug 31, 19
<b><u>FBO MANAGEMENT - MILLION AIR:</u></b>														
<b>Commercial</b>														
Fuel Farm Technician	2.00	2.00	2.00	2.00	2.00	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	8.00	8.00	8.00	8.00	7.00				-2.00
Fuel Farm /Facility Manager	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00				0.00
<b>General Aviation</b>														
Line Service Technician	15.00	16.00	15.00	14.00	15.00	16.00	17.00	17.00	14.00					-1.00
Facilities Maintenance	0.00	0.00	0.00	0.00	0.00	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	5.00	6.00	6.00	6.00					1.00
<b>Administration</b>														
General Manager	1.00	1.00	1.00	1.00	1.00	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	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	1.00	1.00	1.00	1.00	1.00				0.00
<b>Total Million Air Positions</b>	<b>35.00</b>	<b>35.00</b>	<b>34.00</b>	<b>33.00</b>	<b>34.00</b>	<b>35.00</b>	<b>37.00</b>	<b>37.00</b>	<b>33.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>-2.00</b>

## Personnel Services & Benefits

For the eight months ended August 31, 2019

	<b>Million Air</b>		
	Year to Date Budget	Year to Date Actual	Variance
<b>Personnel Services</b>			
Regular - Salaries	\$ 728,764	\$ 727,365	\$ 1,399
Holiday Pay	-	-	-
Other Dollars/Funeral/Jury/Retro	44,895	34,245	10,650
Shift Premium	4,069	4,202	(133)
Lead Pay	1,273	2,534	(1,261)
Sick Pay	13,795	14,997	(1,202)
Personal Pay	21,385	19,579	1,806
Vacation Pay	18,779	18,317	462
Sub Total	832,961	821,239	11,722
Overtime	115,033	163,020	(47,987)
Double Time Pay	-	-	-
Total	947,994	984,259	(36,265)
<b>Employee Benefits</b>			
Social Security & Medicare	74,151	73,085	1,066
Federal Unemployment Tax	3,842	1,584	2,258
NYS Unemployment	14,926	4,461	10,465
Workers Compensation	-	-	-
401 (K) Plan Match	9,308	11,859	(2,551)
Health & Dental Insurance	305,408	297,742	7,666
Employee Benefits Deductions	(31,917)	(30,142)	(1,775)
Disability/Life Insurance	2,313	315	1,998
Total	378,031	358,904	19,127
Total Salaries and Benefits	\$ 1,326,025	\$ 1,343,163	\$ (17,138)

# Albany International Airport 2019 FBO Performance Measurements For the eight months ended August 31

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	14
Into-plane gallons pumped	18,602,032	19,495,122	21,013,458	20,590,563	15,115,168
Number of Audits performed by Airlines/ Quality Control-Employeee Training Records	25	28	31	5	14
Number of non-compliance items reported in Airline Audits	10	9	6	4	8
AvGas fuel sales commercial	152,586	109,593	95,909	63,680	34,229
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	28
Quality control audits at the Fuel Farm (less the better)	13	25	17	5	10
Completed monthly training programs	12	12	12	12	8
Monthly survey of airlines	100%	100%	100%	100%	100%
Overtime/Personnel Services (%)	13.3%	14.3%	13.9%	10.7%	12.7%

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	44,140
Jet A fuel sales (gallons)	1,031,066	996,302	1,158,694	1,199,698	846,668
Number of international flights	517	456	426	500	347
General Aviation Aircraft customer transactions	7,392	6,931	7,479	7,687	5,224
Number of Aircraft Arrivals	7,349	7,260	7,822	8,000	4,980
Number of Aircraft fueled	5,958	6,307	5,833	6,000	4,318
Number of ramp fees collected	2,102	1,743	2,071	2,200	1,584
Number of landing fees collected	4,147	3,637	3,682	3,800	2,813
Employees who completed the NATA Safety 1st Program	20	9	21	20	1
Employees who completed all Safety Programs	15	54	79	14	30
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%	23.0%

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	33.0
Total Million Air overtime	13.0%	13.9%	15.5%	12.1%	16.6%
Number of marketing events attended	1	2	3	4	0
Number of based tennants	15	18	16	16	17
Employee turnover annum	30%	16%	25%	10%	17%
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	August 2019				August 2018 Actual	2019 Actual/ Prior Year Variance %
	Adopted FY Budget	Budget YTD	Actual YTD	Variance YTD	Variance %		
<b>EXPENSES BY CATEGORY</b>							
Personal Services	\$ 1,976,885	\$ 1,317,923	\$ 1,313,782	\$ 4,142	0.31%	\$ 1,319,278	0.42%
Employee Benefits	1,396,127	936,944	900,948	35,997	3.84%	890,737	-1.15%
Utilities & Communications	92,918	64,148	56,902	7,246	11.30%	60,738	6.32%
<b>Purchased Services</b>							
Accounting & Auditing	61,000	48,501	104,561	(56,060)	-115.59%	49,427	-111.54%
Insurance	337,994	336,556	347,570	(11,014)	-3.27%	337,766	-2.90%
Legal Services	50,000	33,333	10,798	22,536	67.61%	64,021	83.13%
Janitorial	17,063	11,485	10,801	683	5.95%	11,202	3.58%
Public Communications	414,954	276,636	115,857	160,779	58.12%	132,480	12.55%
Special Studies	35,000	23,333	25,500	(2,167)	-9.29%	28,133	9.36%
Professional Services	101,160	67,440	79,057	(11,617)	100.00%	59,107	-33.75%
<b>Total Purchased Services</b>	<b>1,017,171</b>	<b>797,284</b>	<b>694,144</b>	<b>103,140</b>	<b>12.94%</b>	<b>682,136</b>	<b>-1.76%</b>
<b>Material &amp; Supplies</b>							
Buildings	31,263	20,842	18,592	2,250	10.80%	11,898	-56.26%
Grounds	500	400	0	400	100.00%	162	100.00%
<b>Total Material &amp; Supplies</b>	<b>31,763</b>	<b>21,242</b>	<b>18,592</b>	<b>2,650</b>	<b>12.48%</b>	<b>12,060</b>	<b>-54.17%</b>
Office	220,506	152,973	164,286	(11,313)	-7.40%	137,527	-19.46%
Administration	127,020	93,921	90,833	3,088	3.29%	79,827	-13.79%
<b>Total Expenses</b>	<b>\$ 4,862,390</b>	<b>\$ 3,384,435</b>	<b>\$ 3,239,487</b>	<b>\$ 144,950</b>	<b>4.28%</b>	<b>\$ 3,182,303</b>	<b>-1.80%</b>

ALBANY COUNTY AIRPORT AUTHORITY  
 ACAA  
 For the Eight Months Ending Saturday, August 31, 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
<b>EXPENSES</b>							
<b>Personal Services</b>							
11000 Salaries	\$1,976,885	\$164,740	\$164,750	(\$10)	\$1,317,923	\$1,298,739	\$19,184
12010 Overtime 1.5	0	0	0	0	0	47	(47)
13000 Temporary Help	0	0	0	0	0	14,996	(14,996)
<b>Total Personal Services</b>	<b>1,976,885</b>	<b>164,740</b>	<b>164,750</b>	<b>(10)</b>	<b>1,317,923</b>	<b>1,313,782</b>	<b>4,142</b>
<b>Employee Benefits</b>							
21000 Social Security	151,803	13,123	12,462	661	106,227	98,226	8,001
22000 Health Insurance	598,427	49,869	46,969	2,900	398,951	365,835	33,116
22105 OPEB	325,000	27,083	27,083	0	216,667	216,667	0
22200 Health-Dental	45,232	3,769	3,424	346	30,155	27,390	2,765
22300 Health-Vision	6,643	554	516	37	4,429	4,131	298
23000 Health - AFLAC	7,560	630	606	24	5,040	4,802	238
24010 EAP Program	970	0	0	0	792	791	1
24015 Smoking Cessation Class	1,200	100	0	100	800	0	800
25005 Uniform Purchases	0	0	155	(155)	0	155	(155)
26010 Disability Insurance	644	54	0	54	429	171	258
26020 Unemployment Insurance	3,259	61	21	40	3,195	2,405	790
26030 Workers Compensation	4,812	401	610	(209)	3,208	6,866	(3,658)
29000 NYS Retirement	250,577	20,881	21,718	(836)	167,051	173,509	(6,458)
<b>Total Employee Benefits</b>	<b>1,396,127</b>	<b>116,526</b>	<b>113,563</b>	<b>2,963</b>	<b>936,944</b>	<b>900,948</b>	<b>35,997</b>
<b>Utilities &amp; Communications</b>							
31000 Electric	23,000	1,806	1,804	2	16,520	12,683	3,837
33000 Natural Gas	5,500	68	42	27	4,683	4,491	192
36010 Telephone Charges-Local	5,500	458	416	42	3,667	3,300	367
36011 Tele Chg-Long Dist	1,500	125	564	(439)	1,000	2,974	(1,974)
36015 Telephones-Monthly Service	15,000	1,250	1,291	(41)	10,000	8,747	1,253
36016 Telephones-Monthly Usage	1,500	125	127	(2)	1,000	2,157	(1,157)
36020 Telephone Repairs	23,585	1,965	0	1,965	15,723	10,911	4,812
36032 Internet Access	17,100	1,425	1,437	(12)	11,400	11,496	(96)
36060 Cable Television	233	19	23	(3)	155	144	11
<b>Total Utilities &amp; Communications</b>	<b>92,918</b>	<b>7,242</b>	<b>5,704</b>	<b>1,538</b>	<b>64,148</b>	<b>56,902</b>	<b>7,246</b>
<b>PURCHASED SERVICES</b>							
<b>Accounting &amp; Auditing</b>							
41010 Financial Services	55,000	0	800	(800)	42,501	99,239	(56,737)
41020 Rates & Charges	6,000	0	0	0	6,000	5,322	678
<b>Total Accounting &amp; Auditing</b>	<b>61,000</b>	<b>0</b>	<b>800</b>	<b>(800)</b>	<b>48,501</b>	<b>104,561</b>	<b>(56,060)</b>
<b>Insurance</b>							
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)	1,861	2,191	(330)
42065 Crime Insurance	2,397	0	0	0	2,397	6,577	(4,180)
42090 Fiduciary Insurance	1,272	0	1,690	(1,690)	0	1,690	(1,690)
42070 Public Official Liability	24,519	0	0	0	24,519	25,061	(542)
42080 Cyber Liability	11,906	5,953	0	5,953	11,906	16,160	(4,254)
42093 Agency Fee	30,000	0	0	0	30,000	30,000	0
<b>Total Insurance</b>	<b>337,994</b>	<b>6,119</b>	<b>1,887</b>	<b>4,232</b>	<b>336,556</b>	<b>347,570</b>	<b>(11,014)</b>

ALBANY COUNTY AIRPORT AUTHORITY  
 ACAA  
 For the Eight Months Ending Saturday, August 31, 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
<b>Legal</b>							
43000 Legal Services	50,000	4,167	0	4,167	33,333	10,798	22,536
<b>Total Legal</b>	<b>50,000</b>	<b>4,167</b>	<b>0</b>	<b>4,167</b>	<b>33,333</b>	<b>10,798</b>	<b>22,536</b>
<b>Janitorial</b>							
45000 Janitorial Services	17,063	1,641	1,350	291	11,485	10,801	683
<b>Total Janitorial</b>	<b>17,063</b>	<b>1,641</b>	<b>1,350</b>	<b>291</b>	<b>11,485</b>	<b>10,801</b>	<b>683</b>
<b>Public Communications</b>							
46010 Public Relations	85,389	7,116	7,530	(414)	56,926	76,663	(19,737)
46015 Advertising	329,565	27,464	3,701	23,763	219,710	39,195	180,516
<b>Total Public Communications</b>	<b>414,954</b>	<b>34,580</b>	<b>11,231</b>	<b>23,349</b>	<b>276,636</b>	<b>115,857</b>	<b>160,779</b>
<b>Studies</b>							
47000 Special Studies	35,000	2,917	0	2,917	23,333	25,500	(2,167)
<b>Total Studies</b>	<b>35,000</b>	<b>2,917</b>	<b>0</b>	<b>2,917</b>	<b>23,333</b>	<b>25,500</b>	<b>(2,167)</b>
<b>Professional Services</b>							
49005 Appraisal	5,000	417	0	417	3,333	0	3,333
49010 Architectural	30,000	2,500	0	2,500	20,000	0	20,000
49015 Consultant	18,000	1,500	7,563	(6,063)	12,000	31,250	(19,250)
49020 Engineering Services	3,000	250	0	250	2,000	17,700	(15,700)
49060 Code Enforcement	45,160	3,763	3,763	0	30,107	30,107	0
<b>Total Professional Services</b>	<b>101,160</b>	<b>8,430</b>	<b>11,326</b>	<b>(2,896)</b>	<b>67,440</b>	<b>79,057</b>	<b>(11,617)</b>
<b>Total Purchased Services</b>	<b>1,017,171</b>	<b>57,852</b>	<b>26,594</b>	<b>31,258</b>	<b>797,285</b>	<b>694,144</b>	<b>103,141</b>
<b>MATERIALS &amp; SUPPLIES</b>							
<b>Buildings</b>							
52010 Alarm & PA Systems	3,000	250	0	250	2,000	5,285	(3,285)
52031 Electrical Repairs & Supplies	8,000	667	0	667	5,333	1,422	3,912
52032 Elevator Repairs & Supplies	3,000	250	585	(335)	2,000	4,111	(2,111)
52033 HVAC	1,500	125	0	125	1,000	0	1,000
52034 Roof	500	42	0	42	333	0	333
52035 Plumbing Repairs & Supplies	1,500	125	2,133	(2,008)	1,000	2,903	(1,903)
52036 Automatic Door Repairs	500	42	0	42	333	0	333
52037 Pest Control	1,500	125	0	125	1,000	0	1,000
52059 Storage Space Rental	7,500	625	1,036	(411)	5,000	4,703	297
52060 Building Maintenance	3,000	250	0	250	2,000	169	1,831
52063 Window Washing	1,263	105	0	105	842	0	842
<b>Total Buildings</b>	<b>31,263</b>	<b>2,605</b>	<b>3,753</b>	<b>(1,148)</b>	<b>20,842</b>	<b>18,592</b>	<b>2,250</b>
<b>Grounds</b>							
53010 Landscaping	500	100	0	100	400	0	400
<b>Total Grounds</b>	<b>500</b>	<b>100</b>	<b>0</b>	<b>100</b>	<b>400</b>	<b>0</b>	<b>400</b>
<b>Total Material &amp; Supplies</b>	<b>31,763</b>	<b>2,705</b>	<b>3,753</b>	<b>(1,048)</b>	<b>21,242</b>	<b>18,592</b>	<b>2,650</b>
<b>Office</b>							
55010 Office Equipment Rental	10,133	844	736	108	6,755	6,527	228
55011 Copy Machine Use	0	0	0	0	0	839	(839)

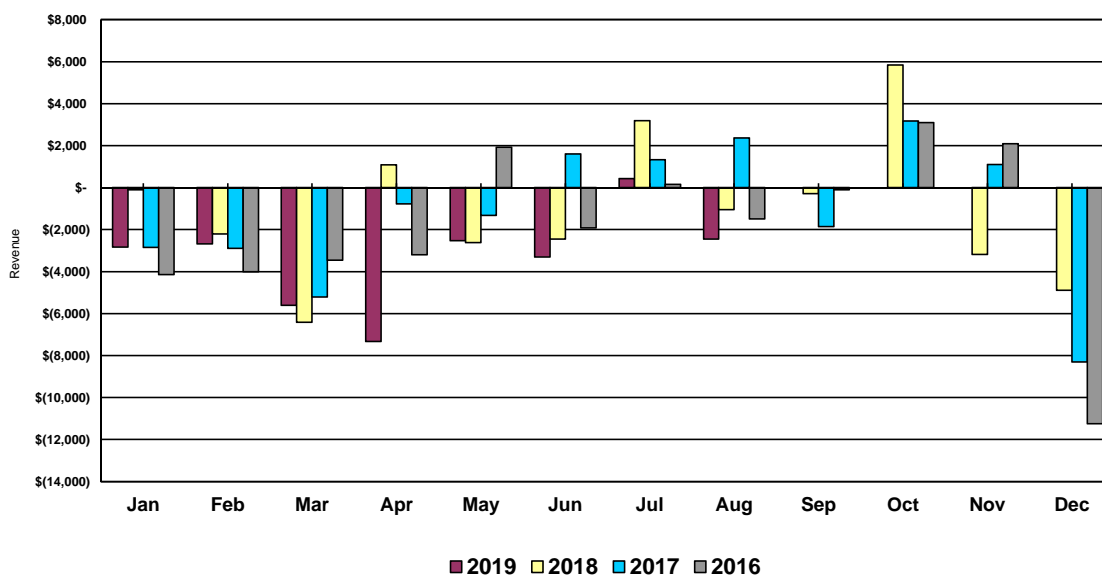


ALBANY COUNTY AIRPORT AUTHORITY  
 ACAA  
 For the Eight Months Ending Saturday, August 31, 2019

	<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>
55012 Office Equipment Serv Agrmnt	3,297	275	150	124	2,198	2,260	(62)
55013 Office Equipment Repairs	500	42	0	42	333	0	333
55014 Computer System Supplies	26,500	2,208	2,555	(347)	17,667	14,606	3,061
55015 Hardware/Software Maint	107,356	6,561	14,373	(7,812)	77,036	94,058	(17,022)
55016 Computer Equipment	10,720	893	420	473	7,147	7,940	(793)
55020 Office Furniture & Fixtures	10,000	833	0	833	6,667	778	5,889
55030 Printed Forms / Letterhead	1,000	83	0	83	667	202	465
55032 Printing Outside Services	20,000	1,667	1,821	(155)	13,333	15,992	(2,659)
55040 Postage	8,500	708	(135)	843	5,667	5,556	110
55041 Express Mail	500	42	122	(80)	333	461	(128)
55050 Reference Materials	1,000	83	0	83	667	0	667
55060 Office Supplies	15,000	1,250	2,047	(797)	10,000	10,159	(159)
55070 Payroll Services	6,000	434	426	8	4,504	4,907	(404)
<b>Total Office</b>	<b>220,506</b>	<b>15,924</b>	<b>22,516</b>	<b>(6,592)</b>	<b>152,973</b>	<b>164,286</b>	<b>(11,313)</b>
<b>Administration</b>							
66000 Dues & Subscriptions	18,000	1,194	260	934	12,468	8,714	3,754
66001 Airport Membership (ACI)	14,000	0	0	0	14,000	14,217	(217)
66002 A.A.A.E. Memberships	550	0	0	0	550	275	275
66003 G.F.O.A.	800	67	0	67	533	780	(247)
66005 NYS Bar Association	670	0	0	0	0	0	0
66006 NY Airport Managers Assoc	5,000	0	0	0	5,000	8,000	(3,000)
66007 Local Chamber Of Commerce	6,000	151	410	(259)	5,716	5,646	70
66008 Center For Economic Growth	3,000	3,000	0	3,000	3,000	3,000	0
66011 Authority Travel & Education	500	42	0	42	333	0	333
66012 Authority Mgmt Travel & Educ	20,000	1,667	1,857	(191)	13,333	7,548	5,785
66013 Function Refreshments	20,000	1,667	1,787	(120)	13,333	8,596	4,737
66014 Outside Functions	5,000	417	0	417	3,333	2,828	505
66020 Tuition Reimbursement	0	0	0	0	0	1,946	(1,946)
66030 Advertising - Public Meetings	20,000	1,667	3,597	(1,930)	13,333	17,965	(4,631)
66031 Economic Development	1,000	83	0	83	667	0	667
66060 Credit Card Service Charges	2,500	336	454	(118)	1,653	1,980	(327)
66062 Bank & Paying Agent Fees	10,000	833	0	833	6,667	9,338	(2,671)
<b>Total Administration</b>	<b>127,020</b>	<b>11,122</b>	<b>8,365</b>	<b>2,757</b>	<b>93,921</b>	<b>90,833</b>	<b>3,088</b>
Total Expenses	4,862,390	376,113	345,246	30,867	3,384,437	3,239,486	144,951
83000 Non Capital Equipment	0	0	0	0	0	(598)	598
Total Exp & Non Cap Equip.	<u>4,862,390</u>	<u>376,113</u>	<u>345,246</u>	<u>30,867</u>	<u>3,384,437</u>	<u>3,238,888</u>	<u>145,549</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	\$78,626	\$46,744	\$31,882	\$83,109	\$47,262	\$35,847	\$45,481	\$36,223
Direct Purchase	57,722	21,535	36,188	65,067	23,073	41,993	35,716	26,772
Salaries	0	91,551	(91,551)	0	85,278	(85,278)	(83,968)	(76,693)
Misc Rev/Exp (*)	820	3,639	(2,819)	415	3,549	(3,134)	(4,985)	(2,440)
<b>Total</b>	<b>\$137,168</b>	<b>\$163,468</b>	<b>(\$26,301)</b>	<b>\$148,591</b>	<b>\$159,163</b>	<b>(\$10,572)</b>	<b>(\$7,756)</b>	<b>(\$16,138)</b>

(\*) 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	18,740	21,271	(2,530)	22,284	24,897	(2,613)	(1,320)	1,929
June	16,625	19,924	(3,299)	19,899	22,354	(2,455)	1,602	(1,923)
July	21,882	21,454	428	22,297	19,108	3,188	1,322	154
August	23,998	26,444	(2,446)	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)
<b>Total</b>	<b>\$137,168</b>	<b>\$ 163,468</b>	<b>(\$26,301)</b>	<b>\$ 242,117</b>	<b>\$ 255,211</b>	<b>(\$13,094)</b>	<b>(\$13,658)</b>	<b>(\$22,315)</b>

YTD      \$ 137,168    \$ 163,468    \$ (26,301)    \$ 242,117    \$ 255,211    \$ (13,094)    \$ (13,658)    \$ (22,315)

# Albany International Airport Departure Operating Summary For the eight months ended August 31

	Total 2019 Budget	This Month		Year to Date		
		Budget	Actual	Budget	Actual	Variance
<b>Revenue</b>						
Museum Shop	\$141,607	14,398.26	\$14,563	\$91,818	\$78,626	(\$13,192)
Direct Buy	113,560	11,089	9,261	71,882	57,722	(14,159)
Shipping	926	153	174	689	570	(119)
Layaway	0	0	0	0	0	0
Miscellaneous	0	0	0	0	0	0
Over/(Short)	0	0	0	0	(0)	(0)
Gift Cert. Redeemed/(Sold)	0	0	0	0	250	250
<b>Total Revenues</b>	<b>\$256,092</b>	<b>\$25,640</b>	<b>\$23,998</b>	<b>\$164,389</b>	<b>\$137,168</b>	<b>(\$27,221)</b>
<b>Expenses</b>						
Salaries and Benefits						
Salaries	\$101,593	\$10,603	\$10,903	\$66,862	\$70,232	-\$3,370
Benefits	31,574	2,866	2,839	21,386	21,319	67
<b>Total Salaries and Benefits</b>	<b>133,166</b>	<b>13,469</b>	<b>13,742</b>	<b>88,248</b>	<b>91,551</b>	<b>(3,303)</b>
Museum Shop	80,751	7,486	8,880	48,925	46,744	2,181
Direct Buy	38,213	2,860	3,136	22,524	21,535	989
Shipping	610	82	67	376	297	79
Parking	584	41	75	341	562	(221)
Telephone	156	18	11	106	91	16
Travel/Membership/Donations	285	0	0	285	50	235
Equipment/Repairs/Loss/Supplies	3,345	200	533	2,418	2,640	(221)
Credit Card Fees	9,362	0	0	0	0	0
<b>Total Expenses</b>	<b>\$266,471</b>	<b>\$24,157</b>	<b>\$26,444</b>	<b>\$163,222</b>	<b>\$163,468</b>	<b>(\$246)</b>
<b>Net Revenues</b>	<b>(\$10,379)</b>	<b>\$1,483</b>	<b>(\$2,446)</b>	<b>\$1,166</b>	<b>(\$26,301)</b>	<b>(\$27,467)</b>

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. Aug 31, 19
<b><u>AUTHORITY</u></b>														
Administration	23.00	22.00	22.00	22.00	22.00	22.00	22.00	22.00	22.00					-1.00
Total Authority Positions	23.00	22.00	22.00	22.00	22.00	22.00	22.00	22.00	22.00	0.00	0.00	0.00	0.00	-1.00
Total Airport Positions	231.00	213.50	215.00	215.00	217.00	218.50	218.75	219.25	216.25	0.00	0.00	0.00	0.00	-14.75

# Albany International Airport 2019 ACAA Performance Measurements For the eight months ended August 31

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	56
Aviation conferences/meetings	29	30	51	30	28
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%	10%
T Hangar rent increase/(decrease) from previous year	-3%	1%	4%	-2%	7%
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%	5%
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%	35%
Paradies	37%	43%	54%	38%	61%
Dunkin Donuts	33%	44%	48%	50%	54%
OHM (New concessionaire as of March 2018)	N/A	N/A	33%	20%	72%
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	9,614
Ambassador assistance - landside	66,111	120,038	21,750	20,000	10,921
Ambassador assistance - airside	31,768	29,670	27,568	30,000	28,100
Canine assistance-landside (new for 2015)	45,294	93,060	80,333	80,000	48,521
Canine assistance-airside (new for 2015)	6,442	7,024	4,375	5,000	2,463
Concession revenue increase from previous year	3.7%	7.0%	2.4%	1.3%	6.4%
Business Center Visitors (new for 2017)	1278	2670	3275	3,500	2550
Community tours	33	44	30	40	18

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



## **Investment Schedule**

**ALBANY COUNTY AIRPORT AUTHORITY  
INVESTMENT SCHEDULE  
AUGUST 31, 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%

\* 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

	Sep-18	Oct-18	Nov-18	Dec-18	Jan-19	Feb-19	Mar-19	Apr-19	May-19	Jun-19	Jul-19	Aug-19	TOTAL
<b>Albany International Airport (ALB)</b>													
Current Year	113,139	132,723	119,639	116,482	106,622	106,760	131,398	133,722	129,868	129,585	143,957	144,967	1,508,862
Prior Year	111,208	127,281	115,758	107,862	104,011	102,852	126,052	122,342	126,345	128,470	137,983	139,520	1,449,684
% of Change	1.74%	4.28%	3.35%	7.99%	2.51%	3.80%	4.24%	9.30%	2.79%	0.87%	4.33%	3.90%	4.08%
<b>Bradley International Airport (BDL)</b>													
Current Year	255,985	295,060	285,639	270,790	241,312	238,652	286,170	302,915	302,763	290,619	302,636	N/A	3,072,541
Prior Year	240,489	287,873	264,878	264,878	237,215	235,556	269,481	288,401	284,122	285,063	311,100	N/A	2,969,056
% of Change	6.44%	2.50%	7.84%	2.23%	1.73%	1.31%	6.19%	5.03%	6.56%	1.95%	-2.72%	N/A	3.49%
<b>Buffalo Niagara International Airport (BUF)</b>													
Current Year	206,248	222,735	201,219	191,142	158,054	153,200	214,190	218,968	232,113	225,693	237,078	242,176	2,502,816
Prior Year	193,870	196,194	189,261	180,112	162,717	158,607	212,421	213,631	237,279	232,716	246,058	244,123	2,466,989
% of Change	6.38%	13.53%	6.32%	6.12%	-2.87%	-3.41%	0.83%	2.50%	-2.18%	-3.02%	-3.65%	-0.80%	1.45%
<b>Greater Rochester International Airport (ROC)</b>													
Current Year	100,068	114,121	109,024	100,547	91,034	90,318	110,297	109,411	121,722	109,801	116,857	N/A	1,173,200
Prior Year	95,523	109,805	104,404	99,445	89,012	91,691	107,777	108,161	117,556	112,539	121,371	N/A	1,157,284
% of Change	4.76%	3.93%	4.43%	1.11%	2.27%	-1.50%	2.34%	1.16%	3.54%	-2.43%	-3.72%	N/A	1.38%
<b>Plattsburgh International Airport (PBG)</b>													
Current Year	5,020	8,227	9,787	11,404	10,083	15,177	17,328	13,794	7,491	7,448	11,783	10,541	128,083
Prior Year	3,988	6,903	7,568	10,783	9,945	13,711	17,305	12,352	6,803	5,832	9,943	9,432	114,565
% of Change	25.88%	19.18%	29.32%	5.76%	1.39%	10.69%	0.13%	11.67%	10.11%	27.71%	18.51%	11.76%	11.80%
<b>Stewart International Airport (SWF)</b>													
Current Year	30,074	31,647	28,417	28,589	22,330	17,736	21,118	22,945	27,430	26,283	30,081	N/A	286,648
Prior Year	22,997	25,849	22,562	23,242	21,466	19,631	23,893	25,249	32,325	34,999	38,163	N/A	290,374
% of Change	30.78%	22.43%	25.95%	23.01%	4.02%	-9.65%	-11.62%	-9.13%	-15.14%	-24.90%	-21.18%	N/A	-1.28%
<b>Syracuse International Airport (SYR)</b>													
Current Year	94,907	107,426	98,723	94,647	85,812	88,986	107,201	102,828	114,544	109,483	123,947	124,608	1,253,112
Prior Year	83,242	98,274	89,892	85,481	75,835	81,317	91,908	97,947	96,879	96,337	110,919	109,613	1,117,644
% of Change	14.01%	9.31%	9.82%	10.72%	13.16%	9.43%	16.64%	4.98%	18.23%	13.65%	11.75%	13.68%	12.12%
<b>Westchester County Airport (HPN)</b>													
Current Year	58,935	68,356	55,952	66,193	60,594	60,693	71,484	73,250	74,590	70,960	77,854	77,940	816,801
Prior Year	54,319	67,530	61,476	62,600	57,087	56,060	62,078	64,854	63,429	63,828	70,569	73,990	757,820
% of Change	8.50%	1.22%	-8.99%	5.74%	6.14%	8.26%	15.15%	12.95%	17.60%	11.17%	10.32%	5.34%	7.78%

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   7/17/19   8/14/19   9/11/19   10/16/19   11/ /19   12/ /19**

**DAILY DEPARTURES**

Allegiant Air			3	3								
American Airlines	3	3	2	2	3	1	1	1	3	3		
American Eagle/Envoy	2	2	2	2		1	1	1	1	1		
American Eagle/Piedmont	5	5	5	6	6	7	6	6	6	6		
American Eagle/PSA	4	4	5	5	4	3	4	4	3	3		
American Eagle/Republic						2	2	2				
American Eagle/SkyWest					3	2	2	2	2	2		
Delta Air Lines	3	3	4	4	4	5	5	5	5	4		
Delta Connection/Endeavor	1	1				1	1	1	1			
Delta Connection/GoJet	2	2	2	3								
Delta Connection/SkyWest	1	1	2	1	4	3	3	3	2	4		
jetBlue Airways	2	2	2	2	2	2	2	2	2	2		
Southwest Airlines	11	11	13	12	12	11	11	10	8	10		
United Airlines	1	1	1	2	3	4	4	4	4	4		
United Express/Air Wisconsin	2	2	1	2	1							
United Express/Commatair	4	4	7	6	7	6	6	6	7	7		
United Express/Expressjet	2	2	2	1								
United Express/Mesa				1		1	1	1				
United Express/SkyWest			1		1							
	<b>43</b>	<b>43</b>	<b>52</b>	<b>52</b>	<b>50</b>	<b>49</b>	<b>49</b>	<b>48</b>	<b>44</b>	<b>46</b>	<b>0</b>	<b>0</b>

Cape Air	6	6	6	6								
	<b>6</b>	<b>6</b>	<b>6</b>	<b>6</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

**TOTAL DAILY FLIGHTS**                                      **49   49   58   58   50   49   49   48   44   46   0   0**

<b>MAXIMUM SEATS AVAILABLE &lt;1&gt;</b>	140,055	131,467	163,226	167,206	164,709	158,825	161,940	158,426	145,829	156,971		
Enplanements	106,622	106,760	131,398	133,722	129,868	129,585	143,957	144,967				
<u>YTD Load Factor 82%</u>	76%	81%	81%	80%	79%	82%	89%	92%				

**DIRECT FLIGHT MARKETS**

Atlanta	3	3	3	3	3	4	4	4	3	3		
Baltimore-Washington	5	5	5	5	5	6	6	6	5	6		
Charlotte	3	3	3	3	3	3	3	3	3	3		
Chicago Midway	2	2	2	2	2	2	2	2	2	2		
Chicago O'Hare	5	5	6	6	7	7	7	7	7	7		
Denver			1	1	1	1	1					
Detroit Wayne County	4	4	4	4	4	4	4	4	4	4		
Fort Lauderdale/Hollywood	2	2	2	2	2	1	1	1	1	1		
Fort Myers			1									
Minneapolis			1	1	1	1	1	1	1	1		
New York-Newark	4	4	5	5	5	5	5	5	5	5		
Orlando	3	3	3	3	3	2	2	2	2	2		
Philadelphia	5	5	5	6	6	6	6	6	5	5		
Punta Gorda			1	1								
Sanford, FL			1	1								
St. Petersburg/Clearwater			1	1								
Tampa	1	1	1	1	1	1	1	1		1		
Washington Dulles	2	2	3	3	3	2	2	2	2	2		
Washington National	4	4	4	4	4	4	4	4	4	4		
	<b>43</b>	<b>43</b>	<b>52</b>	<b>52</b>	<b>50</b>	<b>49</b>	<b>49</b>	<b>48</b>	<b>44</b>	<b>46</b>	<b>0</b>	<b>0</b>

Boston	3	3	3	3								
Ogdensburg	3	3	3	3								
	<b>6</b>	<b>6</b>	<b>6</b>	<b>6</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

**TOTAL MARKETS**                                      **49   49   58   58   50   49   49   48   44   46   0   0**

**AIRCRAFT TYPE**

Jets	20	20	25	22	24	23	23	22	22	23	0	0
RJ's	23	23	27	30	26	26	26	26	22	23	0	0
Commuters	6	6	6	6	0	0	0	0	0	0	0	0
	<b>49</b>	<b>49</b>	<b>58</b>	<b>58</b>	<b>50</b>	<b>49</b>	<b>49</b>	<b>48</b>	<b>44</b>	<b>46</b>	<b>0</b>	<b>0</b>

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

- \*\* Effective 10/2/18, Frontier Airlines has 3 flights a week direct to Orlando, 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 2 flights a week to Orlando / Sanford, FL
- \*\* Effective 12/13/18, Allegiant Air has 3 flights a week to Punta Gorda / Fort Myers, FL
- \*\* Effective 06/01/19, Allegiant Air has 2 flights a week to Savannah, GA
- \*\* Effective 06/19/19, Allegiant Air has 2 flights a week to Myrtle Beach, SC

**ALBANY INTERNATIONAL AIRPORT  
DAILY DEPARTURES  
CHANGES TO BE IMPLEMENTED BY OCTOBER 16, 2019**

	<u>Destination</u>	# of Flights		Inc/(Dec) in Flights	Daily Seat Changes
		This Month	Last Month		
<b><u>JET SERVICE</u></b>					
<b>DELTA</b>	Atlanta - Equipment Change	3	3	0	-8
	Minneapolis	0	1	-1	-110
<b>DELTA CONNECTION</b>					
Endeavor	Detroit Wayne County	0	1	-1	-76
SkyWEst	Detroit Wayne County	3	2	1	76
	Minneapolis	1	0	1	76
<b>SOUTHWEST</b>					
	Baltimore-Washington	6	5	1	207
	Chicago Midway - Equipment change	2	2	0	-32
	Tampa	1	0	2	175
<b>UNITED</b>					
	Chicago O'Hare - Equipment Change	4	4	0	-26
<b>TOTAL</b>				3	282

**RECAP OF CHANGES BY MARKET**

<b>Atlanta</b>	Delta	-8
<b>Baltimore-Washington</b>	Southwest	207
<b>Chicago Midway</b>	Southwest	-32
<b>Chicago O'Hare</b>	United	-26
<b>Minneapolis</b>	Delta	-34
<b>Tampa</b>	Southwest	175
<b>TOTAL</b>		282

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

<b>AS OF DATES</b>	<b>1/17/18</b>	<b>2/14/18</b>	<b>3/14/18</b>	<b>4/18/18</b>	<b>5/16/18</b>	<b>6/13/18</b>	<b>7/18/18</b>	<b>8/15/18</b>	<b>9/12/18</b>	<b>10/17/18</b>	<b>11/14/18</b>	<b>12/12/18</b>
<b>DAILY DEPARTURES</b>												
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	
	<b>45</b>	<b>47</b>	<b>55</b>	<b>52</b>	<b>54</b>	<b>52</b>	<b>52</b>	<b>50</b>	<b>48</b>	<b>50</b>	<b>50</b>	<b>48</b>
Boutique Air	2	2	2	2	2	2						
Cape Air	6	6	6	6	6	6	6	6	6	6	6	6
	<b>8</b>	<b>8</b>	<b>8</b>	<b>8</b>	<b>8</b>	<b>8</b>	<b>6</b>	<b>6</b>	<b>6</b>	<b>6</b>	<b>6</b>	<b>6</b>
<b>TOTAL DAILY FLIGHTS</b>	<b>53</b>	<b>55</b>	<b>63</b>	<b>60</b>	<b>62</b>	<b>60</b>	<b>58</b>	<b>56</b>	<b>54</b>	<b>56</b>	<b>56</b>	<b>54</b>
<b>MAXIMUM SEATS AVAILABLE</b>												
Enplanements	133,025	123,950	154,243	147,265	155,012	152,309	154,730	154,351	138,536	153,820	141,065	143,531
<u>YTD Load Factor 84%</u>	104,011	102,852	126,052	122,342	126,345	125,618	137,983	139,520	113,139	132,723	119,639	116,462
	78%	83%	82%	83%	82%	82%	89%	90%	82%	86%	85%	81%
<b>DIRECT FLIGHT MARKETS</b>												
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
	<b>45</b>	<b>47</b>	<b>55</b>	<b>52</b>	<b>54</b>	<b>52</b>	<b>52</b>	<b>50</b>	<b>48</b>	<b>50</b>	<b>50</b>	<b>48</b>
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
	<b>8</b>	<b>8</b>	<b>8</b>	<b>8</b>	<b>8</b>	<b>8</b>	<b>6</b>	<b>6</b>	<b>6</b>	<b>6</b>	<b>6</b>	<b>6</b>
<b>TOTAL MARKETS</b>	<b>53</b>	<b>55</b>	<b>63</b>	<b>60</b>	<b>62</b>	<b>60</b>	<b>58</b>	<b>56</b>	<b>54</b>	<b>56</b>	<b>56</b>	<b>54</b>
<b>AIRCRAFT TYPE</b>												
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
	<b>53</b>	<b>55</b>	<b>63</b>	<b>60</b>	<b>62</b>	<b>60</b>	<b>58</b>	<b>56</b>	<b>54</b>	<b>56</b>	<b>56</b>	<b>54</b>

\*\* 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 October 16, 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		1	15				1								50
06:00 - 06:59		7	8		1		1				3		2		746
07:00 - 07:59		4	4		2		1						1		461
08:00 - 08:59	1	3	2		1		2			1				76	228
09:00 - 09:59	1	2	1	1	1						1			118	126
10:00 - 10:59	4	3	2	1	2	2	1					1		319	244
11:00 - 11:59	3	4	1			2	2			1	1		1	368	401
12:00 - 12:59	5	1	5	1		2	1			1		1	1	479	50
13:00 - 13:59	3	5	3		1	1	2				1	2	1	368	589
14:00 - 14:59	1	4	0	1	1		1						2	50	418
15:00 - 15:59	3		3	1		1		1						263	
16:00 - 16:59	4	3	4		1	1	1	1	1			2		499	263
17:00 - 17:59	3	5	2	1		1	1		1	2	1		2	376	575
18:00 - 18:59	3	4	1	1	1	1	1				1	1	1	375	625
19:00 - 19:59	1		2			1								50	
20:00 - 20:59			2												
21:00 - 21:59	5		7	2		2						1		492	
22:00 - 22:59	1		8									1		143	
23:00 - 23:59	7		15	2		1				3		1		672	
00:00 - 00:59	1		16			1								128	
01:00 - 01:59			16												
	46	46			11		15		2		8		10	4,776	4,776
Overnights	Gates		15		5		5				3		2		
	Remote		1										1		
	Total		16												
Times	First Departure			6:00		5:31		16:30		6:00		6:00			
	Last Departure			18:40		18:52		17:35		18:09		18:50			
	Last Arrival			23:40		0:01		16:50		23:46		23:15			

***AGENDA ITEM NO. 5.4***

***USDOT ARRIVAL AND DEPARTURE STATISTICS***

## U.S. DEPARTMENT OF TRANSPORTATION AIR TRAVEL CONSUMER REPORT

	6 MO			3 MO			12 MO			9 MO						
	2019	JUN 19	MAY 19	APR 19	2019	MAR 19	FEB 19	JAN 19	2018	DEC 18	NOV 18	OCT 18	2018	SEP 18	AUG 18	JUL 18
<b>ALBANY ON-TIME (%)</b>																
Arrivals	-	73.1	78.2	79.6	-	82.4	75.1	71.9	-	75.2	78.2	84.6	-	83.3	71.8	72.6
Departures	-	79.5	83.3	82.8	-	85.1	76.5	74.0	-	82.2	83.0	87.7	-	89.5	79.4	77.2
<b>ON-TIME ARRIVALS (%)</b>																
Allegiant	78.3	72.9	79.5	81.6	78.0	85.3	75.2	73.4	77.4	78.8	78.7	83.5	76.4	82.2	78.2	67.0
American	74.4	67.1	70.4	75.6	78.0	78.3	75.8	80.0	78.4	79.6	80.9	78.8	77.9	78.3	72.5	70.0
Delta	84.9	79.9	86.7	86.2	85.5	88.3	81.6	86.7	85.7	89.1	83.3	90.0	85.1	88.3	83.3	83.4
Endeavor	78.9	72.2	84.0	78.9	79.4	83.7	76.2	78.3	79.3	82.9	77.3	83.3	78.7	82.3	74.7	77.5
Envoy	73.4	68.6	74.1	79.6	72.8	82.3	66.5	69.5	76.7	76.7	78.5	80.6	76.1	79.7	74.3	74.3
Express Jet	68.6	59.5	69.0	68.8	71.4	75.1	69.6	69.6	76.3	70.3	71.6	75.5	77.5	75.9	74.0	77.2
Frontier	72.5	64.0	67.0	77.6	75.5	78.3	74.3	73.9	69.4	74.4	70.1	68.2	69.2	66.3	61.4	59.7
Jetblue	72.4	70.1	77.6	73.4	71.1	73.8	70.0	69.4	71.0	74.5	71.2	78.8	69.7	77.5	66.7	67.2
Mesa	75.4	68.5	74.3	79.6	76.7	78.6	72.3	79.1	77.3	76.1	76.1	73.0	78.1	71.9	75.4	74.7
Republic	77.0	73.5	78.4	78.4	77.3	82.5	76.8	72.6	78.6	82.2	78.2	82.0	77.8	80.4	74.0	75.6
Southwest	77.5	75.1	75.8	78.7	78.5	80.0	73.5	81.9	81.1	78.8	81.7	83.5	78.5	85.0	77.9	74.5
Skywest	76.8	76.3	80.5	82.0	74.1	79.2	69.5	73.5	79.8	78.3	78.6	83.4	79.6	84.3	76.4	80.4
United	76.7	70.2	75.5	79.7	78.2	78.8	77.0	78.8	79.7	80.6	77.8	81.9	79.5	82.2	70.8	75.1

SUMMARY ALL AIRLINES - JUNE - On-time 73.31%; Cancelled 2.11%; Diverted 0.40%; Delays: Air Carrier 6.39%, Weather 0.96%; Aviation System 7.45%; Security 0.05%; Late Arrivals 9.32%

<b>COMPLAINTS/100,000 PASSENGERS (%)</b>																
Allegiant	1.50	1.42	1.55	1.71	1.56	0.66	2.53	1.49	1.65	1.02	1.55	1.28	1.79	1.48	1.68	1.70
American	1.69	2.27	1.76	1.88	1.38	1.46	1.33	1.36	1.38	1.25	1.20	1.56	1.39	1.68	1.65	1.89
Delta	0.47	0.60	0.52	0.46	0.42	0.31	0.53	0.41	0.65	0.44	1.11	0.39	0.65	0.50	0.78	0.61
Endeavor	0.38	0.66	0.08	0.73	0.26	0.15	0.42	0.20	0.43	0.34	0.26	0.25	0.53	0.37	0.61	0.47
Envoy	0.99	1.56	0.59	1.00	0.93	0.72	1.29	0.78	0.84	0.62	0.90	0.42	0.91	0.55	1.23	1.61
Express Jet	0.48	0.43	0.48	0.21	0.57	0.53	0.21	0.96	0.36	0.50	0.31	0.28	0.36	0.88	0.37	0.36
Frontier	2.41	3.58	1.73	2.03	2.33	2.19	2.47	2.34	4.02	2.47	3.60	4.37	4.07	6.00	7.23	5.82
Jetblue	0.80	1.11	0.78	0.79	0.68	0.71	0.70	0.64	0.99	0.87	0.71	0.92	1.04	0.81	1.61	1.11
Mesa	0.69	1.05	1.00	0.41	0.54	0.38	0.56	0.68	0.63	0.67	0.40	0.86	0.61	0.25	0.76	0.66
Republic	0.31	0.41	0.18	0.38	0.28	0.31	0.23	0.31	0.50	0.39	0.52	0.12	0.51	0.56	0.85	0.60
Southwest	0.39	0.40	0.30	0.44	0.38	0.38	0.51	0.26	0.36	0.21	0.31	0.27	0.39	0.32	0.43	0.51
Skywest	0.42	0.63	0.24	0.23	0.48	0.39	0.61	0.44	0.43	0.31	0.41	0.44	0.45	0.38	0.36	0.41
United	1.26	1.81	1.29	1.19	1.06	0.97	1.32	0.88	1.28	0.84	1.09	1.08	1.38	1.38	1.51	1.21

SUMMARY ALL AIRLINES - JUNE - 1.25%; 2019 SIX MONTHS - 0.95%

<b>MISHANDLED BAGS/1,000 PASSENGERS (%)</b>																
Allegiant	1.73	1.98	1.64	1.59	1.70	1.54	1.71	1.94	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
American	8.91	11.15	10.06	8.85	7.64	7.38	7.73	7.85	3.77	4.53	3.39	3.34	3.86	3.58	4.34	4.39
Delta	4.91	5.42	5.06	4.54	4.78	4.47	5.23	4.74	1.80	1.68	1.75	1.30	1.86	1.39	1.94	1.83
Endeavor	4.56	5.05	4.60	4.04	4.53	4.1	4.89	4.73	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Envoy	10.36	13.41	12.73	9.01	8.63	8.2	9.04	8.74	5.3	6.76	5.18	5.01	5.19	5.00	6.21	6.37
Express Jet	6.08	7.99	6.25	2.70	3.06	2.88	2.77	3.51	4.98	6.06	4.11	3.97	5.2	4.31	5.87	5.46
Frontier	4.12	4.43	4.35	3.70	4.01	3.6	3.93	4.52	2.6	1.95	2.00	2.19	2.7	2.32	2.77	3.10
Jetblue	5.50	5.92	5.60	5.59	5.30	5.1	5.25	5.59	1.75	2.24	1.63	1.45	1.8	1.60	1.97	1.96
Mesa	9.47	13.46	12.37	6.39	6.51	6.3	6.65	6.54	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Republic	7.93	9.84	8.02	6.99	6.44	5.9	6.25	7.34	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Southwest	4.72	5.05	4.73	4.42	4.70	4.23	5.08	4.91	2.81	3.79	2.66	2.50	2.87	2.50	2.90	3.39
Skywest	6.84	7.37	8.18	3.98	5.74	5.3	6.22	5.84	4.0	6.18	4.44	3.57	3.72	3.65	4.69	4.32
United	6.95	8.39	6.24	5.95	6.99	6.63	7.41	7.03	2.51	3.10	2.33	1.96	2.59	2.08	3.15	2.77

SUMMARY ALL AIRLINES - JUNE - 7.07%; 2019 SIX MONTHS - 6.08%

Consistent with the Department's introduction of new on-time performance data into the ATRC 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) (%)

	Six Months	V	INV	Three Months	V	INV	Twelve Months	V	INV	Nine Months	V	INV
Delta	Stats	8.51	0.00	Stats	8.67	0.00	Stats	5.89	0.00	Stats	4.77	0.01
Express Jet	Stats	11.03	0.01	Stats	10.10	0.01	Stats	n/a	n/a	Stats	n/a	n/a
Jetblue		0.72	0.02		0.80	0.03		0.66	0.01		0.62	0.01
Southwest		2.81	0.32		2.67	0.43		1.34	0.15		1.61	0.24
United		4.08	0.01		3.91	0.01		3.59	0.01		4.19	0.01
American		10.11	0.73		8.57	0.52		4.58	0.20		3.71	0.11
ALL AIRLINES		6.61	0.31		6.05	0.31		4.49	0.14		4.35	0.13

COMPLAINTS			
Courtesy	Screening Procedures	Processing Time	Personal Property
794	27	87	546
0.00106%	0.00004%	0.00012%	0.00073%

Animal Incidents	
Death	1
Injury	0
Loss	0



## **AGENDA ITEM NO. 6**

### **Project Development**



# Project Development



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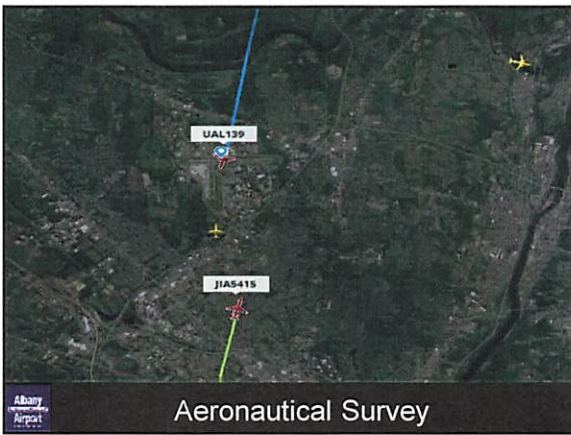
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Aeronautical Survey

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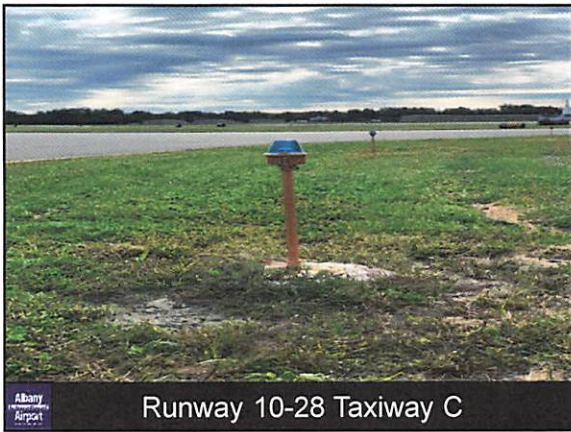
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Runway 10-28 Taxiway C

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Albany  
Airport  
Airpark

Airport Drainage-Culvert Replacement

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Albany  
Airport  
Airpark

Passenger Boarding Bridges B5, B7, B8, C3

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Albany  
Airport  
Airpark

Million Air Hangar "MEGA Door"

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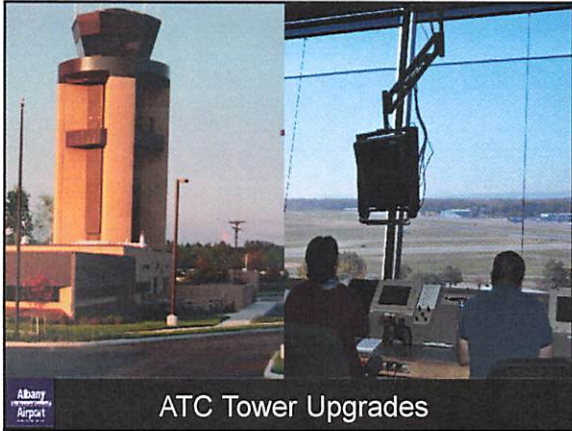
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ATC Tower Upgrades



Burger King



Albany  
Professional  
Airport

**October  
2019**

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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  
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SITE: [www.albanyairport.com](http://www.albanyairport.com)

## PROJECT STATUS REPORT

October 7, 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 and ACAA are addressing the FAA comments.

#### B) Runway 10-28 and Taxiway C Edge Light Replacement (Contract No. S-946)

DLC Electric, the low bid contractor mobilized and has been working nights installing light bases along Runway 10-28 and Taxiway "C". Working at night allows for runway and taxiway closures. The contractor is also working days doing survey and layout work on Runway 10-28 and Taxiway "C". The contractor is working weekend nights, weather permitting, to do the light installations at the intersection of the two Runways. The project is scheduled to be completed by the end of 2019.

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

Rifenburg Contracting was the low bidder for this project. Rifenburg mobilized to the site and has begun pipe installation across Albany Shaker Road. Rifenburg and C.T. Male are coordinating the work with NYS DOT due to the overlap of work zones with the Exit 4 project. Rifenburg plans on starting work on pipe installation across Albany Shaker Road starting October 7, 2019. The airfield work will be done in the Spring of 2020.

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

Oxford Airport Technical Services installed all four new bridges and has been working on a Final punchlist with technical assistance from JBT the manufacturers. This project will be closing out in October 2019.

## **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) was removed and a new ASSA Abloy “Mega Door” was installed. ASSA Abloy has an approved plan and has hired a contractor to install the height limiting device that is required by the NYS Building Code starting October 7, 2019. Million Air has full use of the hangar.

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

The project was divided into 4 separate contracts to expedite the construction. The Precast Concrete Contract 989-PC which is the fabrication and erection of the precast garage which Unistress Corporation is working on is currently 100% erected, the last piece was installed on September 27, 2019. The contractor is in the process of welding the pieces in and caulking the joints. Contract 989-SF, which is the site and utility relocations, pile driving and concrete pile caps which LeChase Construction is working on is 94% complete. All but one grade beam concrete has been completed and 2 canopy foundations for the entrance ramp are now complete. 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 equipment and expects delivery in November 2019. 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. The contractor continues work on both the vehicular and pedestrian bridges and also the plumbing and electrical work inside the new garage structure. All the structural steel for the pedestrian bridge has been set and the steel for the vehicular bridge is scheduled to be set mid-October 2019.

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

This project was 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 and was awarded to VMJR Companies. VMJR has completed removal of the existing flooring materials and set up partitions in B Concourse and is working on the Terrazzo floor installation. The 991-GC project also includes new ceiling and lighting LED fixtures in the baggage claim area and upgraded HVAC system and LED signs above the counters in Ticketing. 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 is working on the renovation of the bathrooms in B Concourse and first floor main Terminal and also the remodeling of the bathrooms in the 79 building upper level. 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 completed the installation of the new metal roof and the installation of the photovoltaic panels. Kasselmann is continuing work inside the Terminal to close up

the area where the skylights were and has begun removing the interior scaffolding. Contract 991-ES is for the replacement of the escalators in the existing parking garage was awarded to Wainschaf Associates. Wainschaf has set up their partitions and completed removal of the existing escalators. The new escalator equipment was delivered the week of October 1, 2019 and installation has begun. Contract 991-W is for all new Wayfinding signs throughout the Terminal and new parking garage to guide people to all the Terminal amenities. Color Ad, the contractor, has been working with Turner to formalize a schedule and with C & S Companies to get all the sign submittals in and approved. Color Ad is currently fabricating mock ups of the signs for final approval.

**D) CommutAir Alterations (Contract 1003-GC)**

CommutAir asked to increase their aircraft parts storage area within the existing building. Rosch Brothers were awarded the contract and have completed the demolition and installation of the new walls, ceilings and lighting. The HVAC work has been completed. The new flooring is complete and the contractor is currently completing punchlist items.

**E) Escalator Replacement (Contract 960-GC)**

Wainschaf was awarded the contract and completed the installation of the escalators in the main Terminal. Due to the award of the Terminal Amenities contracts the replacement of the escalators in Concourse A was deferred until the Contract 991-R work was completed. Wainschaf has all the materials stored on site and started erecting partitions and then began removal of the existing escalators starting October 1, 2019. Work on this project should be completed by the end of the year.

**F) Air Traffic Control Tower (Contract 1013-SW, M & E)**

The FAA has requested some upgrades to their facility. Sage Engineering put together bid packages for Sitework (SW), HVAC (M) and Electrical (E) which were bid at the end of September and the proposed contracts will be presented to the Board for approval later in this meeting

**G) New Terminal Concessions**

The new Burger King restaurant is nearly completed. The construction work including testing will be done by the end of the week and the restaurant will be turned over to HMS for commissioning and training. Wolfgang Puck Pizza is under construction and the new restaurant equipment is scheduled to delivered Mid-October and the new millwork is scheduled for a late October delivery.

**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

October 7, 2019

**Marketing, Concessions & Ambassador Program**

Minority Percentages in the Concession’s Workforce

Date	HMS Host	OHM	Paradies	Dunkin Donuts
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%
June 2019	20/64=31.2%	24/41=58.5%	15/24=62.5%	6/10=60%
July 2019	20/64=31.2%	23/40=57.5%	15/24=62.5%	7/12=58.3%
Aug 2019	20/58=34.5%	27/33=81.8%	13/22=59%	6/10=60%
Sept 2019	21/55=38.2%	25/32=78%	12/20=65%	6/9=66.6%

**Concessions**

**Wolfgang Puck Pizza** – It is anticipated that WPP will be open mid-November.

**Burger King** – Opening anticipated the week of October 14<sup>th</sup>.

**Silks of Saratoga** – This remodel is planned to start in November.

**HVWB** – This remodel is planned to start in January, 2020 and will be The Hudson Valley Beer Union.

**Dunkin Donuts** - A remodel is planned to start in the Spring.

**Ready Credit** – Cash to Card Kiosks installed on October 1, 2019.

**Ambassador Program**

**Tours 2019**

Jan - 0	Feb - 0	Mar - 1	Apr - 3	May - 4	June - 5								<b>YTD - 19</b>
July - 4	Aug - 1	Sept - 1	Oct -	Nov -	Dec -								

**Hours 2019**

Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec		<b>YTD - 10,977</b>
1153	1025	1207	1215	1234	1230	1316	1234	1363					

**Guest Served 2019**

Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec		<b>YTD - 102,389</b>
11,227	8,590	9,926	11,460	9,558	13,385	12,396	14,316	11,531					

**Canine 2019**

Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec		<b>YTD - 56,410</b>
7380	6100	6513	6183	4816	5826	6677	7487	5428					

**Business Center 2019**

Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec		<b>YTD - 2,457</b>
302	167	209	251	306	494	350	378	419					

## **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](http://www.flyalbany.com)

## Public Affairs Report October 7, 2019

### CommutAir Video

CommutAir celebrated its 30<sup>th</sup> Anniversary last month with a special event in their maintenance and repair facility. Recently, CommutAir sent a video crew to Albany to tape a short video detailing the company's Albany operations.



### Burger King

Burger King is scheduled to open later this month. We are working with the folks from HMS Host to plan an appropriate grand opening event. The event will feature the "Burger King" and give-a-ways to travelers.



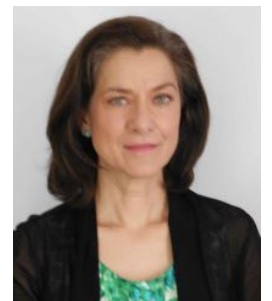
### Patriot Flight

The Patriot Flight organization has scheduled a flight to Washington DC on October 5. The event will feature a pre-boarding celebration in baggage claim. The event requires considerable coordination with the TSA which gives priority service to the veterans through the Crew Lane at the security checkpoint. Stefano Palleschi, the local manager of HMS Host, will be providing free coffee and pastry to the departing vets.



### Fear of Flying

After a void of several years, the Authority has resumed the popular Fear of Flying Class. Two classes are scheduled for Saturday, October 5 in our third floor conference room. The two-hour class will be taught by Loretta Malta, a licensed psychologist who specializes in generalized anxiety, chronic worrying, social anxiety and panic attacks. She will be assisted by Rick Weiss, a retired Southwest Airlines pilot. Once announced in the media, the 20 seats available in the first class quickly filled. A second class was added Saturday afternoon, and that also filled quickly. The cost of the class is \$60.



**AGENDA ITEM NO. 10**

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

**AGENDA ITEM NO. 10.1**

**Construction Contract: Authorization to  
Award Emergency Construction Contract 990-GC  
Sitework for Revenue Island Extensions for  
PARCS to HMA Contracting Corp.**

**AGENDA ITEM NO: 10.1**  
**MEETING DATE: October 7, 2019**

**ALBANY COUNTY AIRPORT AUTHORITY  
REQUEST FOR AUTHORIZATION**

ACAA Approved  
10/07/2019

**DEPARTMENT:** *Engineering*

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

**PURPOSE OF REQUEST:**

**Construction Contract:** *Authorization to Award Emergency Construction Contract 990-GC Sitework for Revenue Island Extensions for PARCS to HMA Contracting Corp.*

**CONTRACT AMOUNT:**

**Base Amount**      \$388,113.00

**BUDGET INFORMATION:**

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

**AWARD CONDITIONS MET:**

*Apprenticeship*   Y        *DBE*   N/A        *MWBE*   N/A  

*Service Disable Veteran Owned Business (SDVOB)*   N/A  

**FISCAL IMPACT - FUNDING (Dollars or Percentages)**

**Federal**   0%  \*      **State**   37%  \*      **Airport**   53%  \*      **\*State – 87.2%**  
**Term of Funding:** 2018-2020      **\*Airport – 12.8%**  
**Grant No.:** N/A      **STATE PIN:** N/A

**Corrected at the October 7, 2019  
Special Meeting from the  
September 16, 2019 meeting.**

**JUSTIFICATION:**

*Request to award Emergency Contract 990-GC for the Site work for Revenue Island Extensions for the PARCS system to HMA Contracting Corp., Mechanicville, N.Y. for \$388,113.00. In order for the new PARCS system to function properly the LPR's (License Plate Readers) need to be installed 20' from the access gate arm for the system to function. This work was anticipated, however scheduling dictated that the work be advanced immediately. The PARCS project needed to provide details and electrical connections prior to advancing the island extensions. Bergmann Associates put together plans that were supplied to three contractors to provide quotes based upon a compressed schedule. HMA quote was the lowest and the contractor is able to start immediately.*



AGENDA ITEM NO: 10.1  
MEETING DATE: October 7, 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 Contract 990-GC Contractor quotes.*



*"Building Pavements with Integrity"*

P.O. Box 151 • Mechanicville, NY 12118 • (518) 664-1014 • FAX: (518) 664-2045 • [www.hmacontracting.com](http://www.hmacontracting.com)

July 25, 2019

John LaClair  
Albany County Airport Authority  
Albany Shaker Road  
Colonie, NY 12211

(518) 242-2255

[jlaclair@albanyairport.com](mailto:jlaclair@albanyairport.com)

Re: Parking Revenue Access Site Work

Dear John:

Thank you for giving HMA Contracting Corp. the opportunity to quote the above project.

HMA Contracting Corp. agrees to supply all necessary labor, materials and equipment to perform the following work in accordance with all applicable specifications.

Scope of work:

Removal of concrete, curbing, signs, bollards and existing asphalt in select areas, and replacement of same to facilitate parking lane island extension for installation of new revenue devices by separate entity.

Quote #1:

- A) Employee Parking Lot North Entry/Exit
  - B) Employee Parking Lot South Entrance
- For the price of: \$39,055

Quote#2:

- A) Main Lot Long Term Recirc Entry
  - B) Main Lot Maintenance Entry/Exit
- For the price of: \$52,323

Quote #3:

- A) Main Lot Entry
- For the price of: \$58,320

Quote #4:

- A) Main Lot Exit
- For the price of: \$66,900

Quote #5:

- A) Economy Lot South Entry/Exit
- For the price of: \$93,500

Quote #6:

- A) Economy Lot Northeast Entry/Exit
- B) Economy Lot Northeast Island Relocation
- C) Economy Lot Northeast Entry/Exit Canopy

For the price of: \$78,015

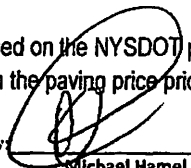
Price based on one mobilization. Additional mobilizations will be billed at a rate of \$2,500.00 each.

388,413.00

**Exclusions:** Installation or removal of ticketing equipment and attendant booths, and price escalation on material.

Paving the top course after November 1<sup>st</sup> is not recommended or warranted.

Price based on the NYSDOT posted price for liquid asphalt for the month quoted. Any change in the price of liquid may result in a change in the paving price prior to starting work. No M/P was figured in the above price.

Offered By:  Michael Hamel Date: 7/25/19 Accepted By: \_\_\_\_\_ Date: \_\_\_\_\_

**Contract Limits:** Terms: Payment due upon completion – 1.5% interest charged monthly there after.

**THE TERMS SET FORTH BELOW ARE APPLICABLE TO THE PROPOSAL TO WHICH IT IS ATTACHED.**

1. Prices quoted are valid for 30 days from the date of quote. Prices based on liquid asphalt posted prices on date of quote. Any change of liquid asphalt pricing may result in an increase in price for work performed.
2. HMA Contracting Corp. will not be responsible for delays due to other contractors' performance of work.
3. HMA Contracting Corp. will not be held responsible for weather conditions, delays caused by strike or labor disputes on the project or involving availability of materials for the project.
4. Quoted prices are based on Capital Improvements and taxes are included on materials only. A properly executed Capital Improvement Certificate or tax exempt certificate must be received by HMA Contracting Corp. or taxes will be added to billings.
5. Payment is due upon completion. Unpaid balances are subject to 1.5% services charges per month after 30 days. The customer shall make payment to HMA Contracting Corp. for the full value of work performed pursuant to this contract within 10 days from the date of invoice. If the customer is not the owner, payment is due to HMA Contracting Corp. within 5 days following receipt by the customer of payment for the owner with retainage of not more than 5%.
6. The customer acknowledges that in the event the services of an attorney are employed to enforce the terms of this agreement, customer shall pay all costs associated therewith including reasonable attorney's fees.
7. The customer agrees that it shall obtain and pay for all permits, licenses or other necessary approvals from any and all governmental bodies or agencies.
8. The customer acknowledges that it shall be responsible to "call before you dig" and have all utility service lines whether owned by public utilities or by the owner of the property clearly marked in advance of directing HMA Contracting Corp. to proceed with the work.
9. The customer shall pay all additional costs resulting from performance of work under this contract during cold weather conditions including but not limited to thermal protection, additional material production costs.
10. HMA Contracting Corp. warrants all work against defect and materials or workmanship for a period of one year following installation. However, asphalt paving work performed between November 15 and April 15 of any year will not be performed absent express written direction from the customer with an acknowledgement that HMA Contracting Corp. shall not be liable for or warranty or guaranty work with respect to the asphalt paving work installed during this period. This guarantee is in lieu of all other guarantees or warranties, whether express or implied, of whatever nature.

arise from the work performed pursuant to this contract shall be brought in a court of competent jurisdiction within the State of New York, regardless of the domicile or residence of the customer.

12. If the customer chooses to award the work described herein to HMA Contracting Corp., customer may use this proposal as a letter of intent, until formal agreement may be executed which specifically incorporates this proposal by signing and dating in the space below where indicated and returning the same to HMA Contracting Corp.)

13. The basis for the prices quoted herein is that this project is not subject to prevailing wages.

14. If the customer chooses not to have the top course of pavement placed within 48 hours after the binder course has been completed, an additional mobilization charge of \$2,500.00 will be applied to the quoted prices. The price of a later applied top course shall be subject to asphalt and fuel price increases and any required preparation of the binder course will be by others or at additional costs.

15. This proposal does not include any survey or stakeout. Grade stakes must be placed two feet off the curb line and/or roadway edges at intervals not to exceed 50 feet. All stakes must be marked with accurate grades and be capable of supporting string lines. The subgrade and/or the sub base must be firm, stable, unfrozen and unyielding under heavy traffic. Unless expressly stated herein, any subgrade and/or sub base material which is required to properly perform the fine grading work shall be promptly furnished and paid for by others.

16. If the customer accepting this offer is not the owner of the real property being improved by the labor and materials furnished herein, the customer expressly warrants that the performance of the labor and/or the furnishing of materials herein is being done for the improvement of real property with the consent of and at the request of the owner of the property.

17. This proposal excludes all rock excavation over one cubic yard, the undercutting of unsuitable material and/or handling or disposal of hazardous or polluted material, all landscaping work except for top soil and seeding, utilities from five feet outside the building to inside of building and all electric, telephone or gas utility work.



July 24, 2018

John LaClair, PE, GGP  
Airport Engineer  
Albany County Airport Authority

RE: Parking Revenue Access System Site Work  
Albany International Airport | Albany, NY

Dear John:

Please find our proposal for the Albany Airport Parking Revenue Access System Site Work. We have based our proposal on the drawings completed by Bergmann dated 6/20/19 along with the revision for the Employee Lot South entrance dated 7/12/19. We also used the Amano McGann reference drawings as well as information obtained from Todd Schroeder at ATI Access Control and Katie Mahoney with Albany Airport parking team.

Scope of Work	Scheduled Value
<b>Quote #1</b>	<b>\$92,000</b>
- Employee Parking Lot North Entry/Exit	
- Employee Parking South Entrance	
<b>Quote #2</b>	<b>\$103,000</b>
- Main Lot Long Term Recirc Entry	
- Main Lot Maintenance Entry/Exit	
<b>Quote #3</b>	<b>\$213,000</b>
- Main Lot Entry	
<b>Quote #4</b>	<b>\$215,000</b>
- Main Lot Exit	
<b>Quote #5</b>	<b>\$204,000</b>
- Economy Lot South Entry/Exit	
<b>Quote #6</b>	<b>\$148,000</b>
- Economy Lot Northeast Entry/Exit	
- Economy Lot Northeast Island Relocation	
- Economy Lot Northeast Entry/Exit Canopy	
<b>Total:</b>	<b>\$975,000</b>

We look forward to the opportunity to work together on this project. Please feel free to reach out to me with any questions or concerns via email at [bmaloy@jhmalo.com](mailto:bmaloy@jhmalo.com) or via phone at 518-438-7881.

Thank you again.

Respectfully,

A handwritten signature in black ink, appearing to read "Brian Maloy". The signature is fluid and cursive, with the first name "Brian" being more prominent than the last name "Maloy".

Brian Maloy  
Project Manager

cc: Peter Maloy, JHM  
Jack Maloy, JHM

**Clarifications:**

1. All existing revenue equipment will be removed by ATI.
2. All new revenue equipment will be provided and installed by ATI. We have included power/data to the equipment but final termination and wiring of devices will be by ATI. The detector loops will be installed by ATI.
3. Wire ends as indicated on the drawings. We have not included pulling wire through the crawl space as indicated for the economy lot south entry/exit. We have assumed this will be terminated just outside the building.
4. We have assumed this work will be done during normal work hours. No nights/weekend work is included.
5. There is an approximately 6-week lead time on attendant booths from final submittal approval.

## **AGENDA ITEM NO. 10.2**

**Construction Contract: Authorization to  
Award Contract 1013-M: Air Traffic Control  
Tower HVAC Improvements**



AGENDA ITEM NO: 10.2  
MEETING DATE: October 7, 2019

ALBANY COUNTY AIRPORT AUTHORITY  
REQUEST FOR AUTHORIZATION

ACAA Approved  
10/07/2019

**DEPARTMENT:** *Planning and Engineering*

**Contact Person:** *Stephen Iachetta, AICP, Airport Planner*

**PURPOSE OF REQUEST:**

**Construction Contract:** *Authorization to Award Contract 1013-M: Air Traffic Control Tower HVAC Improvements*

**CONTRACT AMOUNT:** \$248,367

**BUDGET INFORMATION:**

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

**FISCAL IMPACT - FUNDING** (Dollars or Percentages)

Federal 0% State 0% Airport/PFC 100%  
Term of Funding: 2019-2021  
Grant No.: NA; STATE PIN: NA

**JUSTIFICATION:**

*Authorization is requested to award Contract 1013-M for Air Traffic Control Tower HVAC Improvements to qualified low-bidder Eckert Mechanical, LLC in the amount of \$248,367 as recommended by Project Engineer, David Layton, P.E.. in the attached recommendation to award letter. The bid follows extensive advertising of the Notice to Bidders and Public Bid Opening on September 19, 2019.*

*The scope includes but is not limited to removal and replacement of two TRACON Computer Room air conditioning units and also two ductless split air-conditioning units at 128 Sicker Road East. Apparent low-bidder BPI formally requested withdrawal due to math errors in their bid. Eckert Mechanical LLC has demonstrated compliance with State Apprenticeship requirements.*

**CHIEF EXECUTIVE OFFICER'S RECOMMENDATION:**

*Recommend approval.*

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

AGENDA ITEM NO: 10.2  
MEETING DATE: October 7, 2019

**PROCUREMENT DEPARTMENT APPROVAL:**

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

**BACK-UP MATERIAL:**

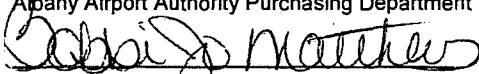
*Please refer to the attached Certified Bid Table, Engineer's letter of recommendation for award, New York State Department of Labor Apprentice Training Program Registration Agreement, Notice to Bidders and Site Location Map.*

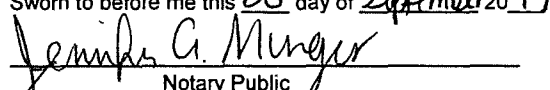
**CONTRACT #1013-M**

**Air Traffic Control Tower Parking Lot Re-Paving, Sitework and HVAC Improvements**

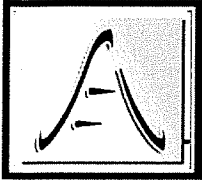
Company Name	RMB Mechanical	DiGesare Mechanical	BPI	Eckert Mechanical
Addendum #1	X	X	X	X
Lump Sum Bid	\$254,300.00	\$264,462.00	\$203,600.00	\$248,367.00
Bid Bond	5%	5%	5%	5%
Board of Directors	X	X	X	X
Non-Collusion	X	X	X	X
Qualification Questionnaire	X	X	X	X
Acknowledgment	X	X	X	X

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  
 Purchasing Agent

Sworn to before me this 20<sup>th</sup> day of September 2019  
  
 Notary Public

JENNIFER A. MUNGER  
 Notary Public, State of New York  
 No. 01MU6246332  
 Qualified in Schenectady County  
 Commission Expires Aug. 08, 2023



# SAGE ENGINEERING ASSOCIATES, LLP

9 Columbia Circle, Albany, NY 12203 (518) 453 6091 F (518) 453 6092

September 20, 2019

Bobbi Matthews  
Albany County Airport Authority  
Purchasing Agent  
Albany International Airport  
Administration Building, Room 204  
Albany, NY 12211

Re: Air Traffic Control Tower Parking Lot Re-Paving, Sitework and HVAC Improvements  
Bid Recommendation for **Contract 1013-M (Mechanical)**

File: 3552

Dear Ms. Mathews:

Based on our review of the low bid, we recommend that Eckert Mechanical, LLC, the low bidder, be awarded the contract for this work.

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

Sincerely,

David Layton, P.E.  
Principal





New York State Department of Labor

Apprentice Training Program Registration Agreement

STATE USE ONLY				
AT Sponsor No.	2	0	3	3 4
ATP Code	5	6	4	5 8
Effective date of AT Program	07/08/02			

REVISION  Change in JW Rate  
*nature of change*  
 increase From \$37.02 to \$ 38.27

- 1. Name of Sponsor Plumbers & Steamfitters JAC LU# 7
- 2. Mailing Address 18 Avis Drive Latham NY 12110 Albany  
(Number & Street) (City) (State) (Zip Code) (County)
- 3. Actual Address Same as above  
(Number & Street) (City) (State) (Zip Code) (County)
- 4. Phone (518) 785-9844 Ext: \_\_\_\_\_ Fax (518) 785-9855
- 5. Trade / Occupation Heating Ventilation and Air Conditioning
- 6. No. Employees 134 No. Apprentices 17 No. Journeyworkers 130 7. Ratio 1:1, 1:3  
(Non-Standard)
- 8. ISC Code \_\_\_\_\_ 9. DOT Code 637.261-014 LH 10. Length of Program 6 0 Months
- 11. Apprentice Probationary Period 12 months 12. Work Process: Standard  or Revised \_\_\_\_\_
- 13. Minimum Journeyworker Rate \$ 38.27 per hr 14. Effective Date of Wages 05/01/15

15. Apprentice Wage Progression for each period – in months (M) or hours (H)

1	2	3	4	5	6	7	8	9	10
M <u>12</u>	M <u>12</u>	M <u>12</u>	M <u>12</u>	M <u>12</u>	M _____	M _____	M _____	M _____	M _____
H _____	H _____	H _____	H _____	H _____	H _____	H _____	H _____	H _____	H _____
45%	55%	65%	75%	90%					

16. The Sponsor agrees to comply with the provisions on this side and on the reverse side of this agreement.

17. Edward Madreau 5/11/15  
 Signature of the Official Sponsor Representative Date  
Edward Madreau  
 Print Name and Title of Official Sponsor Representative

18. Edward Mock 5/11/15  
 Signature of the Union Representative Date  
Edward Mock Local 7 JAC Co-Chair  
 Print Name, Title and Union Name

19. [Signature]  
 Signature of New York State Department of Labor

7/24/15  
 Date

AT 10 (07-10)

RECORDED  
 JUL 28 2015  
 RECEIVED  
 10:00



**New York State Department of Labor**  
**Apprentice Training Program Registration Agreement**

STATE USE ONLY				
AT Sponsor No.	2	0	3	3 4
ATP Code	1	3	- 3	6 3
Effective date of AT Program	09/07/89			

REVISION  Change in JW Rate  
*nature of change*  
 increase From \$37.02 to \$ 38.27

1. Name of Sponsor Plumbers & Steamfitters JAC LU# 7
2. Mailing Address 18 Avis Drive Latham NY 12110 Albany  
(Number & Street) (City) (State) (Zip Code) (County)
3. Actual Address Same as above  
(Number & Street) (City) (State) (Zip Code) (County)
4. Phone (518) 785-9844 Ext: \_\_\_\_\_ Fax (518) 785-9855
5. Trade / Occupation Plumber and Pipefitter
6. No. Employees 564 No. Apprentices 98 No. Journeyworkers 559 7. Ratio 1:1, 1:3  
(Non-Standard)
8. ISC Code \_\_\_\_\_ 9. DOT Code 8 6 2 - 3 8 1 - 0 3 0 10. Length of Program 6 0 Months
11. Apprentice Probationary Period 12 months 12. Work Process: Standard  or Revised \_\_\_\_\_
13. Minimum Journeyworker Rate \$ 38.27 per hr 14. Effective Date of Wages 05/01/15

15. Apprentice Wage Progression for each period – in months (M) or hours (H)

1	2	3	4	5	6	7	8	9	10
M <u>12</u>	M <u>12</u>	M <u>12</u>	M <u>12</u>	M <u>12</u>	M _____	M _____	M _____	M _____	M _____
H _____	H _____	H _____	H _____	H _____	H _____	H _____	H _____	H _____	H _____
45%	55%	65%	75%	90%					

16. The Sponsor agrees to comply with the provisions on this side and on the reverse side of this agreement.

17. Edward Madreau 5/1/15 18. Edward Mork 5/1/15  
Signature of the Official Sponsor Representative Date Signature of the Union Representative Date
- Edward Madreau Edward Mork Local 17 JATC Co chair  
Print Name and Title of Official Sponsor Representative Print Name, Title and Union Name
19. [Signature] 7/24/15  
Signature of New York State Department of Labor Date

AT 10 (07-10)

JUL 08 2015

APPRENTICE TRAINING  
 CENTRAL OFFICE

**ALBANY COUNTY AIRPORT AUTHORITY**  
Purchasing Agent  
**Contract No. 1013-SW, M & E**  
Albany International Airport

**Air Traffic Control Tower Parking Lot  
Re-Paving, Sitework and HVAC Improvements**

**NOTICE TO BIDDERS**

Sealed Bids will be received by the Albany County Airport Authority Purchasing Agent, Albany International Airport, Administration Building, Room 204, Albany, New York 12211 until September 19, 2019 at 2:00 p.m. at which time they will be publicly opened and read.

The Work site is located at the Albany International Airport, Albany, New York.

The Work includes:

The site work portion of the project includes parking lot re-pavement and parking space marking, replacement of concrete sidewalks and landscaping improvements. The mechanical portion of the project includes replacement of two computer room air conditioning units and installation of two ductless split AC units. The electrical portion of the project includes wiring to support the replacement of two computer room air conditioning units and installation of the ductless split AC units.

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The successful Bidder will be required to furnish a Performance Bond and a Labor and Materials Payment Bond, each in the full amount of the Contract Price.

*Contractors are advised that a non-mandatory pre-bid meeting will be held at 1:00 p.m., September 4, 2019 at the project location at 128 Sicker Road, Latham, New York (Albany Airport Air Traffic Control Tower). Attendees must pre register for the pre bid meeting by August 30, 2019 by emailing [bmatthews@albanyairport.com](mailto:bmatthews@albanyairport.com).*

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The Authority reserves the right to reject any and all Bids, to waive any and all informalities and the right to disregard all nonconforming, non-responsive or conditional Bids.

Albany County Airport Authority  
Purchasing Agent  
Albany International Airport  
Administration Building  
Room 204  
Albany, NY 12211

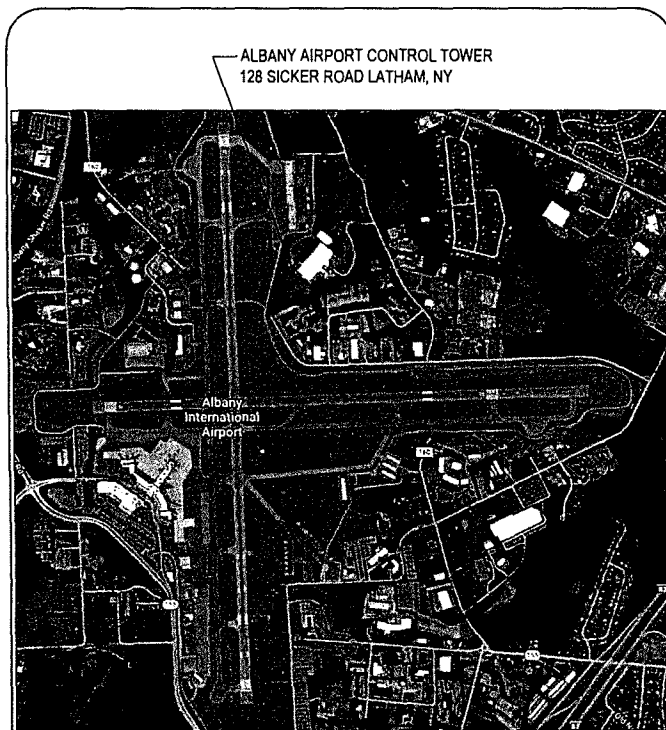
**ENGINEER:**

**Sage Engineering Associates, LLP  
9 Columbia Circle  
Albany, New York 12203**

Phone: 518-453-6091  
Fax: 518-453-6092  
Email: davidl@sagellp.com



ALBANY INTERNATIONAL AIRPORT  
AIR TRAFFIC CONTROL TOWER  
PARKING LOT RE-PAVING, SITEWORK,  
AND HVAC IMPROVEMENTS  
ALBANY COUNTY AIRPORT AUTHORITY CONTRACT # 1013



SITE KEY PLAN

TENANT: FEDERAL AVIATION ADMIN.

INDEX OF DRAWINGS

SITework (# 1013-SW)

C-100	EXISTING CONDITIONS
C-110	REMOVALS PLAN
C-120	SITE PLAN
C-130	PLANTINGS
C-500	C-500

MECHANICAL (#1013-M)

M-001	LEGEND, ABBREVIATIONS AND SYMBOLS
M-002	SCHEDULES AND DETAILS
MR-101	MECHANICAL REMOVAL PLAN
M-101	MECHANICAL INSTALLATION PLAN

ELECTRICAL (#1013-E)

**AGENDA ITEM NO. 10.3**

**Construction Contract: Authorization to Award  
Contract 1013-SW Air Traffic Control Tower  
Parking Lot Re-Paving and  
Sitework Improvements**

AGENDA ITEM NO: 10.3  
MEETING DATE: October 7, 2019

**ALBANY COUNTY AIRPORT AUTHORITY  
REQUEST FOR AUTHORIZATION**

ACAA Approved  
10/07/2019

**DEPARTMENT:** *Planning and Engineering*

**Contact Person:** *Stephen Iachetta, AICP, Airport Planner*

**PURPOSE OF REQUEST:**

**Construction Contract:** *Authorization to Award Contract 1013-SW Air Traffic Control Tower Parking Lot Re-Paving and Sitework Improvements*

**CONTRACT AMOUNT:** *\$333,000*

**BUDGET INFORMATION:**

Anticipated in Current ALB Capital Plan: Yes J No NA  
Funding Account No.: CPN 2276

**FISCAL IMPACT - FUNDING** (Dollars or Percentages)

Federal 0% State 0% Airport/PFC 100%  
Term of Funding: 2019-2021  
Grant No.: NA; STATE PIN: NA

**JUSTIFICATION:**

*Authorization is requested to award Contract 1013-SW for Air Traffic Control Tower Parking Lot Re-Paving and Sitework Improvements to qualified low-bidder James H. Maloy, Inc. of Colonie in the amount of \$333,000 as recommended by Project Engineer, David Layton, P.E.. in the attached recommendation to award letter. The bid follows extensive advertising of the Notice to Bidders and Public Bid Opening on September 19, 2019.*

*The scope includes but is not limited to asphalt parking lot re-paving, parking space marking, replacement of all concrete sidewalks and landscaping for the facilities leased by the Federal Aviation Administration at 128 Sicker Road East. The Contractor has demonstrated compliance with State Apprenticeship requirements. Award is contingent on New York State M/WBE Program compliance.*

**CHIEF EXECUTIVE OFFICER'S RECOMMENDATION:**

*Recommend approval.*

**FINAL AGREEMENT SUBJECT TO APPROVAL BY COUNSEL:** YES J NA NA

AGENDA ITEM NO: 10.3  
MEETING DATE: October 7, 2019

**PROCUREMENT DEPARTMENT APPROVAL:**

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

**BACK-UP MATERIAL:**

*Please refer to the attached Certified Bid Table, Engineer's letter of recommendation for award, New York State Department of Labor Apprentice Training Program Registration Agreement, Notice to Bidders and Site Location Map.*

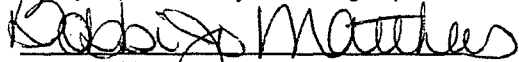
# CONTRACT #1013-SW

## Air Traffic Control Tower Parking Lot Re-Paving, Sitework and HVAC Improvements

Company Name	VMJR	James H. Maloy
Addendum #1	X	X
Lump Sum Bid	\$419,000.00	\$333,000.00
Bid Bond	5%	5%
Board of Directors	X	X
Non-Collusion	X	X
Qualification Questionnaire	X	X
Acknowledgment	X	X

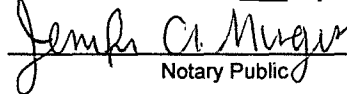
I, Bobbi Matthews, certify that this bid tabulation is a true copy of the prices submitted by each bidder for the construction project shown above.

Albany Airport Authority Purchasing Department

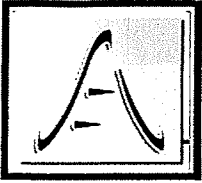


Bobbi Matthews  
Purchasing Agent

Sworn to before me this 26<sup>th</sup> day of September 2019.

  
Notary Public

JENNIFER A. MUNGER  
Notary Public, State of New York  
No. 01MU6246332  
Qualified in Schenectady County  
Commission Expires Aug. 08, 2023



# SAGE ENGINEERING ASSOCIATES, LLP

9 Columbia Circle, Albany, NY 12203 (518) 453 6091 F (518) 453 6092

September 20, 2019

Bobbi Matthews  
Albany County Airport Authority  
Purchasing Agent  
Albany International Airport  
Administration Building, Room 204  
Albany, NY 12211

Re: Air Traffic Control Tower Parking Lot Re-Paving, Sitework and HVAC Improvements  
Bid Recommendation for **Contract 1013-SW (Site Work)**

File: 3552

Dear Ms. Mathews:

Based on our review of the low bid, we recommend that James H. Maloy, Inc., the low bidder, be awarded the contract for this work.

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

Sincerely,

David Layton, P.E.  
Principal



**ALBANY COUNTY AIRPORT AUTHORITY**

Purchasing Agent  
**Contract No. 1013-SW, M & E**  
Albany International Airport

**Air Traffic Control Tower Parking Lot  
Re-Paving, Sitework and HVAC Improvements**

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Prospective bidders will be allowed to visit the job site to take field measurements and examine

existing conditions of the project area only during the pre-bid site visit. Prospective bidders are urged to visit the site at this time. Prospective bidders or their representatives attending the pre-bid site visit will not be admitted on facility grounds without proper photo identification.

The Authority reserves the right to reject any and all Bids, to waive any and all informalities and the right to disregard all nonconforming, non-responsive or conditional Bids.

Albany County Airport Authority  
Purchasing Agent  
Albany International Airport  
Administration Building  
Room 204  
Albany, NY 12211

**ENGINEER:**

**Sage Engineering Associates, LLP**  
**9 Columbia Circle**  
**Albany, New York 12203**

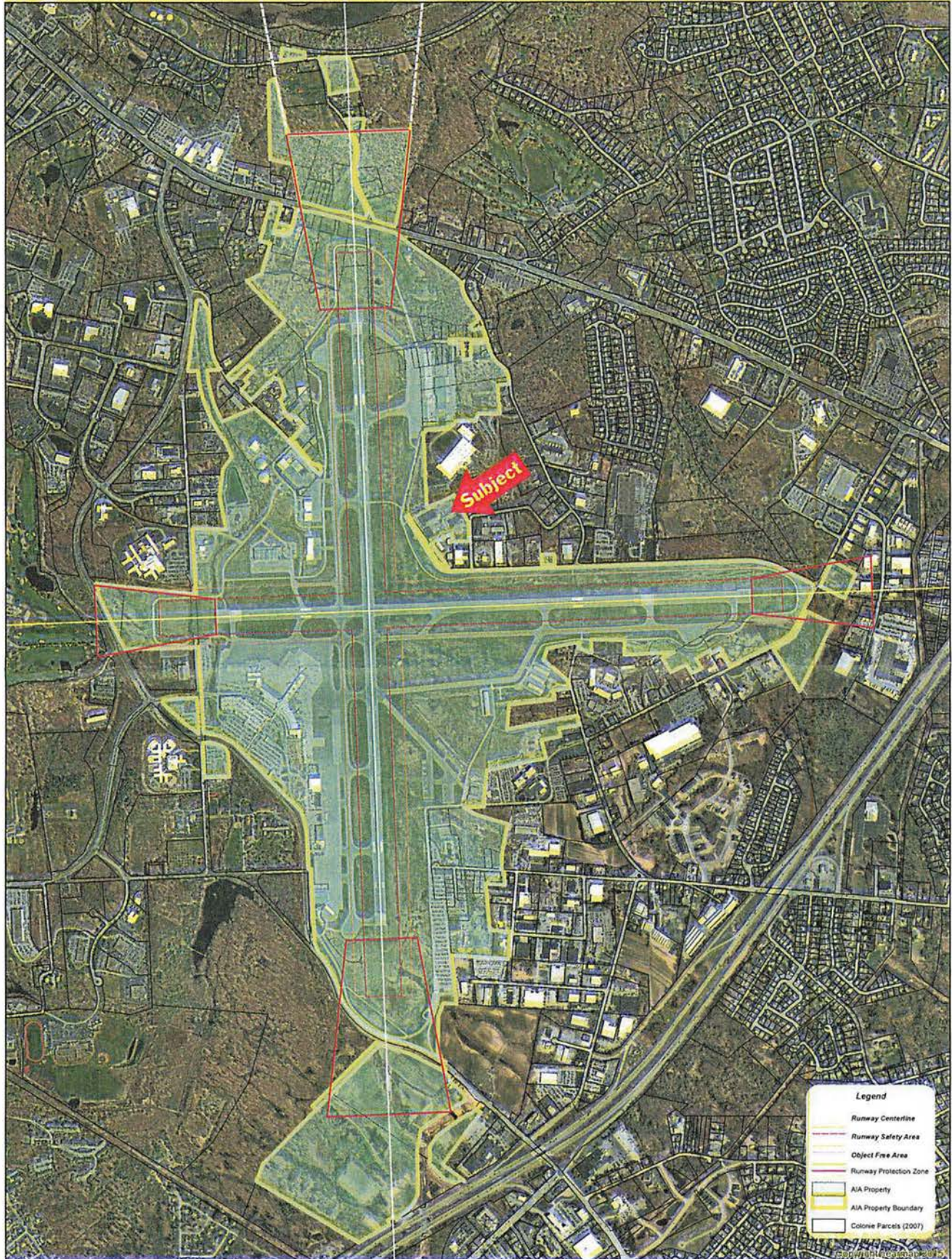
Phone: 518-453-6091

Fax: 518-453-6092

Email: davidl@sagellp.com



# Albany International Airport Real Property Inventory



**Total ACAA Property: 1,162.3 +/- Acres As of September 2019**



Imagery: Nearmaps April 2018



Printed Date: Sept 26, 2019  
 File: S:\WVE\SIGC\_Data\Acad5\_Properties\Steven@Rut\_Property\_Inventory\_092019.mxd

NOTE: Acreage total includes the 1.8 Ac parcel at 25 U6ca Ave (not shown) site of the removed Latham water tanks.

Project Number: 08 8026  
 Data Source: AIA GIS  
 Projection: NYS Plane East, NAD83, Feet

**AGENDA ITEM NO. 10.4**

**Construction Contract: Authorization to Award  
Contract 1013-E Air Traffic Control Tower  
Electric Improvements**

AGENDA ITEM NO: 10.4  
MEETING DATE: October 7, 2019

ALBANY COUNTY AIRPORT AUTHORITY  
REQUEST FOR AUTHORIZATION

ACAA Approved  
10/07/2019

**DEPARTMENT:** *Planning and Engineering*

**Contact Person:** *Stephen Iachetta, AICP, Airport Planner*

**PURPOSE OF REQUEST:**

**Construction Contract:** *Authorization to Award Contract 1013-E Air Traffic Control Tower Electric Improvements*

**CONTRACT AMOUNT:** \$32,280

**BUDGET INFORMATION:**

Anticipated in Current ALB Capital Plan: Yes J No \_\_\_ NA  
Funding Account No.: CPN 2276

**FISCAL IMPACT - FUNDING** (Dollars or Percentages)

Federal 0% State 0% Airport/PFC 100%  
Term of Funding: 2019-2021  
Grant No.: NA; STATE PIN: NA

**JUSTIFICATION:**

*Authorization is requested to award Contract 1013-E for Air Traffic Control Tower Electric Improvements to qualified low-bidder Stilseng Electric, Inc. of Rensselaer in the amount of \$32,280 as recommended by Project Engineer, David Layton, P.E.. in the attached recommendation to award letter. The bid follows extensive Notice to Bidders advertising and Public Bid Opening on September 19, 2019.*

*The scope includes wiring to support the replacement the replacement of two TRACON computer room air conditioning units and installation of ductless split air conditioning units for the facilities leased by the Federal Aviation Administration at 128 Sicker Road East. The Contractor has demonstrated compliance with State Apprenticeship requirements. Stilseng Electric, Inc is a State certified WBE.*

**CHIEF EXECUTIVE OFFICER'S RECOMMENDATION:**

*Recommend approval.*

**FINAL AGREEMENT SUBJECT TO APPROVAL BY COUNSEL:** YES J NA \_\_\_\_\_

AGENDA ITEM NO: 10.4  
MEETING DATE: October 7, 2019

**PROCUREMENT DEPARTMENT APPROVAL:**

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

**BACK-UP MATERIAL:**

*Please refer to the attached Certified Bid Table, Engineer's letter of recommendation for award, New York State Department of Labor Apprentice Training Program Registration Agreement, and Notice to Bidders.*

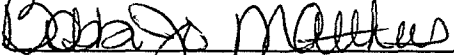
# CONTRACT #1013-E

## Air Traffic Control Tower Parking Lot Re-Paving, Sitework and HVAC Improvements

Company Name	LaCorte Companies	Kasselman Electric	Stilsing Electric	McBain Electric
Addendum #1	X	X	X	X
Lump Sum Bid	\$65,000.00	\$39,897.00	\$32,280.00	\$39,879.00
Bid Bond	5%	5%	5%	5%
Board of Directors	X	X	X	X
Non-Collusion	X	X	X	X
Qualification Questionnaire	X	X	X	X
Acknowledgment	X	X	X	X

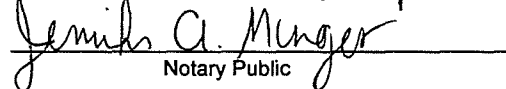
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Albany Airport Authority Purchasing Department



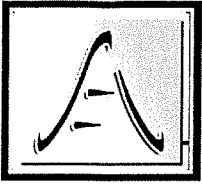
Bobbi Matthews  
Purchasing Agent

Sworn to before me this 20<sup>th</sup> day of September 2019



Notary Public

JENNIFER A. MUNGER  
Notary Public, State of New York  
No. 01MU6246332  
Qualified in Schenectady County  
Commission Expires Aug. 08, 2023



# SAGE ENGINEERING ASSOCIATES, LLP

9 Columbia Circle, Albany, NY 12203 (518) 453 6091 F (518) 453 6092

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September 20, 2019

Bobbi Matthews  
Albany County Airport Authority  
Purchasing Agent  
Albany International Airport  
Administration Building, Room 204  
Albany, NY 12211

Re: Air Traffic Control Tower Parking Lot Re-Paving, Sitework and HVAC Improvements  
Bid Recommendation for **Contract 1013-E (Electrical)**

File: 3552

Dear Ms. Mathews:

Based on our review of the low bid, we recommend that Stilsing Electric, Inc., the low bidder, be awarded the contract for this work.

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

Sincerely,

David Layton, P.E.  
Principal

**Tri-City Joint Apprenticeship and Training Committee, Inc.**

KYRAN M. CHESTERFIELD - DIRECTOR

428 OLD NISKAYUNA ROAD  
LATHAM, NEW YORK 12110-1569  
TELEPHONE (518) 785-5167 FAX (518) 786-3588  
[www.tricityjafc.org](http://www.tricityjafc.org)



ALBANY ELECTRICAL CONTRACTORS ASS'N.  
NECA ALBANY CHAPTER  
ELECTRICAL CONTRACTORS CENTER  
16 WADE ROAD  
LATHAM, NEW YORK 12110

SPONSORED BY

LOCAL 236 - IBEW, ALBANY, N.Y.  
3000 TROY-SCHENECTADY ROAD  
SCHENECTADY, NEW YORK 12309

May 8, 2019

To whom it may concern:

RE: Stilsing Electric

Stilsing Electric is recognized by the Tri-City JATC, Albany NECA, and IBEW Local Union # 236 as a participating Employer in our NYS Registered apprenticeship program.

Please feel free to contact our office with any questions or concerns.

Respectfully yours,

Kyran Chesterfield

Training Director

KC:en

**ALBANY COUNTY AIRPORT AUTHORITY**  
Purchasing Agent  
**Contract No. 1013-SW, M & E**  
Albany International Airport

**Air Traffic Control Tower Parking Lot  
Re-Paving, Sitework and HVAC Improvements**

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Albany County Airport Authority  
Purchasing Agent  
Albany International Airport  
Administration Building  
Room 204  
Albany, NY 12211

**ENGINEER:**

Sage Engineering Associates, LLP  
9 Columbia Circle  
Albany, New York 12203

Phone: 518-453-6091  
Fax: 518-453-6092  
Email: davidl@sagellp.com

**AGENDA ITEM NO. 10.5**

**Lease Renewal: One Year Extension Lease No. L-858: 22 Jetway Drive – Office Space (5,384± sf) with Champlain Enterprises, d/b/a CommutAir**

AGENDA ITEM NO: 10.5  
MEETING DATE: October 7, 2019

ALBANY COUNTY AIRPORT AUTHORITY  
REQUEST FOR AUTHORIZATION

**DEPARTMENT:** *Legal Department*

**ACAA Approved**  
**10/07/2019**

Contact Person: *Peter Stuto, General Counsel*

**PURPOSE OF REQUEST:**

Lease Renewal: *One Year Extension Lease No. L-858: 22 Jetway Drive – Office Space (5,384± sf) with Champlain Enterprises, d/b/a CommutAir*

**CONTRACT AMOUNT:**

*\$3,641.28 per month (\$43,695.36 per year) plus a utility charge subject to a three (3%) annual adjustment*

**BUDGET INFORMATION:**

Anticipated in Current Budget: Yes\_\_\_ No  NA

**FISCAL IMPACT - FUNDING (Dollars or Percentages)**

Federal \_\_\_\_\_ State \_\_\_\_\_ Airport \_\_\_\_\_ NA

**JUSTIFICATION:**

*CommutAir is an affiliate airline operating at this Airport and providing service as United Express for United Airlines. CommutAir has the office space at 22 Jetway Drive (5,384± sf) since November 2014 for a five-year term. The lease for the one-year extension will be \$3,641.28 per month (\$43,695.36 per year) plus a utility charge subject to a three (3%) annual adjustment. The lease may be terminated if the Airport Authority finds alternative premises for CommutAir.*

**CHIEF EXECUTIVE OFFICER'S RECOMMENDATION:**

*Recommend approval.*

**FINAL AGREEMENT SUBJECT TO APPROVAL BY COUNSEL: YES  NA \_\_\_\_\_**

**BACK-UP MATERIAL:**

- 1) *Lease Amendment No. 1*
- 2) *Locator Map*
- 3) *Lease*

**LEASE AMENDMENT NO. 1**  
**HANGAR LEASE AGREEMENT BETWEEN**  
**ALBANY COUNTY AIRPORT AUTHORITY**  
**AND**  
**CHAMPLAIN ENTERPRISES, LLC d/b/a COMMUTAIR**  
**AT THE ALBANY INTERNATIONAL AIRPORT**  
**CONTRACT NO. L-858**

**THIS LEASE AMENDMENT NO. 1** is made and entered into effective the \_\_\_ day of \_\_\_\_\_, 2019 (“Effective Date”), by and between the **ALBANY COUNTY AIRPORT AUTHORITY** (the “Authority”), and **CHAMPLAIN ENTERPRISES, LLC d/b/a CommutAir** (the “OPERATOR”), organized and existing under the laws of the State of Delaware, having an office at 24950 Country Club Blvd. Suite 300 North Olmsted, OH 44070.

**WHEREAS**, the Authority and Operator have entered into a Lease Agreement (“Lease”) effective November 15, 2014, known as Contract No. L-858 for the lease of 22 Jetway Drive, Colonie, New York 12211 (Eclipse Office Space) (“Lease Area”) at the Albany International Airport; and

**WHEREAS**, the Authority and Operator wish to extend such lease.

**NOW THEREFORE**, be it resolved by the parties that the Lease is amended as follows:

1. Article III: Term is hereby extended one year from November 1, 2019 until October 31, 2020 or until the Authority arranges for alternate premises acceptable to Operator.
2. The balance of the terms of the Lease shall remain in full force and effect.
3. The Operator and Authority agree the delivery by facsimile or by electronic transmission in portable document format (PDF) of an executed original of this Lease Amendment No. 1 is as effective as delivery of an originally executed Lease Amendment.

**IN WITNESS WHEREOF**, the parties hereto have caused this Lease Amendment to be executed the day and year first above written.

**ALBANY COUNTY AIRPORT AUTHORITY**

By: \_\_\_\_\_  
Rev. Kenneth J. Doyle, Chairman

**CHAMPLAIN ENTERPRISES, LLC, d/b/a  
CommutAir**

By: \_\_\_\_\_  
Sean Frick, Sr. VP & CFO

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

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

\_\_\_\_\_  
Notary Public

STATE OF                        )  
  )ss.:  
COUNTY OF                    )

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ before me personally came \_\_\_\_  
\_\_\_\_\_ to me known, who being by me duly sworn, did depose and say  
that he resides in \_\_\_\_\_ County, that he is the \_\_\_\_\_ of  
**CHAMPLAIN ENTERPRISES, INC. d/b/a CommutAir**, the corporation described in, and  
which executed the within instrument; that he knows the seal of said corporation; that  
the seal affixed to said instrument is such corporate seal; that it was affixed by order  
to the Board of Directors of said corporation; and that he signed his name thereto by  
like order.

\_\_\_\_\_  
Notary Public

EXHIBIT "A"  
LOCATOR MAP

LEASED PREMISES  
22 JETWAY DRIVE  
Office Space on South side



**HANGAR LEASE AGREEMENT**

**BETWEEN**

**CHAMPLAIN ENTERPRISES, INC.  
D/B/A COMMUTAIR**

**AND**

**ALBANY COUNTY AIRPORT AUTHORITY**

**CONTRACT NO: L-858**

**5,384+/- Office Space at 22 Jetway Drive**



## AGREEMENT

THIS AGREEMENT (the "Agreement") made and entered into and effective as of 1<sup>st</sup> day of November 2014, between the **ALBANY COUNTY AIRPORT AUTHORITY** (the "AUTHORITY"), a body corporate and politic constituting a public benefit corporation established and existing pursuant to the Albany County Airport Authority Act enacted by Chapter 686 of the laws of 1993 and set forth in Title 32 of the New York Public Authorities Law, having offices at the Administration Building, Room 200, Albany International Airport, Albany, NY, 12211 and **CHAMPLAIN ENTERPRISES, INC. D/B/A COMMUTAIR** (the "TENANT"), organized and existing under the laws of the State of New York, licensed to do business in the State of New York, having an office at 249510 Country Club Blvd, Suite 300 North Olmsted, OH 44070.

### RECITALS

1. The County of Albany (the "County") is the owner of the Albany International Airport (the "Airport"), located in the Town of Colonie, County of Albany, State of New York;
1. The County and the AUTHORITY have entered into a lease agreement (the "Airport Lease Agreement") effective as of May 16, 1996, for a term of forty (40) years, 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;
2. The AUTHORITY is entitled to reasonably regulate the business of any company that desires to provide any aeronautical services at the Airport in accordance with the Minimum Standards Requirements adopted by the AUTHORITY on February 3, 2003 as such requirements may be amended from time to time by the AUTHORITY.
3. The use of the Airport facilities by a provider of aeronautical services imposes additional costs on the operations and maintenance of the Airport for which 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.
4. The TENANT desires to lease office space at the Airport and is requesting permission to have access to the Airport as provided for in this Agreement.

NOW, THEREFORE, in consideration of the use of the facilities of the Airport in accordance with the Rules and Regulations of the Airport and the terms and conditions herein, and in further consideration of the business benefits received by the TENANT from the Airport, and other good and valuable consideration, mutual covenants, term, privileges and obligations as set forth herein, the AUTHORITY agrees to allow the TENANT to lease office space at the Airport on the terms and conditions set forth herein, and the TENANT hereby agrees to abide by the following terms and conditions:

## ARTICLE I - TERM OF AGREEMENT

- A. TERM -- The term of this Agreement shall be for the period commencing November 15, 2014 and ending October 31, 2019 (the "Term"). The AUTHORITY and the TENANT agree that the Term of this Agreement may be extended at the written request of the TENANT, and with the written approval of the AUTHORITY.
- B. HOLDING OVER -- In the event TENANT shall, after expiration of the Term or other termination of this lease, hold over and continue to occupy the Premises (as hereinafter defined), such holding over shall not be deemed to operate as a renewal or extension of this LEASE but shall only create a month-to-month extension on all the same terms, conditions and covenants, including the payment of Rent and Fees and other contained herein. No conduct of the AUTHORITY shall be deemed to constitute a waiver by the AUTHORITY of its right of re-entry, nor shall the receipt of rent or any part thereof or any act in apparent affirmance of the continued tenancy operate as a waiver of the AUTHORITY's right to terminate the TENANT's use and occupancy of the Premises by eviction action or otherwise.

## ARTICLE II - PREMISES

- A. LEASE AREA -- The AUTHORITY in consideration of the rents, terms, covenants, conditions and agreements contained herein, hereby demises and lets to the TENANT, and the TENANT hereby accepts, the use of such real property depicted in **Exhibit "A"** (the "Lease Area" or "Premises"). The Lease Area is on 5,384+/- SF office area in a portion of 22 Jetway Drive at the Airport. The AUTHORITY makes no representations or warranties respecting the condition of the Lease Areas and the TENANT accepts the same "as is".
- B. ANCILLARY RIGHTS -- The AUTHORITY grants the TENANT the following rights:
1. The right in common with others of ingress and egress to the Premises subject to all Airport Rules and Regulations over the Airport service roads and airfield for TENANT, its employees, contractors and subcontractors, suppliers of goods and materials, furnishes of service agents, guests, patrons, sub-TENANT's and invitees; and
  2. The right in common with others to use the common areas of the Airport and appurtenances thereto, such as the airfield, ramps, and parking lots, and any additions thereto which may be designated by AUTHORITY for common use, together with the facilities, equipment, improvements and services which have been or may hereafter be provided at the Airport for common use. The AUTHORITY designates 12 paved parking spaces, directly to the south of the Leased Premises, for use of TENANT. The AUTHORITY reserves the right to designate more or alternative parking spaces for use by TENANT.

Notwithstanding the foregoing rights, the AUTHORITY shall maintain the right to: (1) implement and periodically update reasonable Rules and Regulations governing these rights; and (2) modify these rights to, in the AUTHORITY's sole discretion, facilitate future development of the Airport provided that no such modification shall interfere materially with TENANT's use and enjoyment of the Premises. If the AUTHORITY desires to modify these rights, it will also attempt to accommodate the TENANT's operations on the Premises.

C. RESERVATION OF RIGHTS BY THE AUTHORITY -- The AUTHORITY, for the benefit of itself, its agents, employees, contractors and invitees, expressly reserves and excepts from the Premises and the rights granted under this Agreement, the following:

1. The right of flight for the passage of aircraft above the Premises, together with the right to cause such noise, vibrations and disturbances as may be inherent in the operation of an airport and of aircraft now known or hereafter used;
2. The right to inspect the Premises at any time and the right to enter upon the Premises at any time, for any purpose necessary, incidental to, or connected with any matter related to the exercise of its governmental functions, or as may be required in the operation, maintenance or development of the Airport, or to determine whether the TENANT has complied or is complying with the terms and conditions of this Agreement, or as may be permitted in connection with the enforcement of the AUTHORITY's rights as set forth in this Agreement; provided, however, that except in emergency circumstances or in situations where inspections must necessarily be undertaken during other than normal business hours, such inspections will occur only after reasonable notice to the TENANT, during regular business hours to the extent reasonably feasible, and in such manner as to minimize interference with the TENANT's business, operations and personnel;
3. The right and easement to install, maintain, repair, replace, or remove and replace water or sewer pipes, electrical lines, gas pipes, or any other utilities or services at the Airport or on the Premises along with the right to enter the Premises in order to accomplish such actions as are related to this right at all times; and

**ARTICLE III - RENT**

A. RENT -- In consideration of TENANT's right to use and occupy the Premises, TENANT shall pay monthly a fixed rent ("Rent") equal to Three Thousand, One Hundred Forty-One Dollars (\$3,141) a month plus a utility charge ("Utility Charge") of Four Hundred Forty-Nine (\$449) a month. The sum of the Rent plus Utility Charge shall be the "Total Rent". Such Total Rent shall be payable on or before the first (1st) day of each month without demand or offset. Beginning November 1, 2015 and each November 1 thereafter, the Total Rent shall escalate by three percent (3%). The TENANT will be given a rental credit each month equal to the Rent for the time period beginning November 15, 2014 and terminating October 31, 2015. Any rent payable for any month which is less than a full month shall be prorated.

B.

B. TIME AND PLACE OF PAYMENT. The Total Rent shall be paid monthly on the first (1st) day of each month preceding the OPERATOR's occupancy of the Premises. All payments shall be made at or sent to:

Albany County Airport AUTHORITY  
Attn: Account Receivable  
Administration Bldg., Suite 204  
Albany, New York, 12211-1057

C. DELINQUENT FEES. There shall be added to all sums due AUTHORITY and unpaid, an interest charge of one and one-half (1-1/2%) percent per month. No interest shall be charged upon any account until payment is ten (10) days overdue but such interest, when assessed thereafter, shall be computed from the due date.

#### **ARTICLE IV - PROHIBITED USES**

- A. Other than use as office space in the premises, no other goods or services may be provided, expanded or conducted by TENANT without the prior written consent of the AUTHORITY, which consent shall not unreasonably withheld or delayed. Without limiting the generality of such prohibition, the following uses are specifically prohibited unless prior written consent of the AUTHORITY is secured:
1. Sale of alcoholic beverages;
  2. Maintenance for hire or sale of non-aviation products or services;
  3. Any use prohibited by law or regulation.

#### **ARTICLE V - LEASEHOLD IMPROVEMENTS**

- A. The TENANT shall make no Leasehold Improvements (as hereinafter defined), alterations or modifications to the Premises unless (i) it shall first obtain the written approval of the AUTHORITY, which approval shall not be unreasonably withheld or delayed; (ii) the AUTHORITY shall have approved the plans and specifications therefor in writing; and (iii) any and all performance and payment bonds required by the AUTHORITY, and all required building permits shall have been obtained by the TENANT. The term "Leasehold Improvements" shall be construed to include all fencing, paving, landscaping, and all underground or above ground wires, pipes, conduits, tanks, and drains, and all buildings, fixtures, structures, improvements and other property of every kind, nature and description (excluding only trade fixtures) which are now or hereafter installed or placed upon or attached to the Premises.
- B. Within ninety (90) days following receipt of AUTHORITY's approval of such plans and specifications, the TENANT shall commence the work therein described, and once commenced, such construction shall be diligently prosecuted; provided, however, that the TENANT shall be excused for delays in the commencement or completion of construction caused by the circumstances not within the TENANT's control.
- C. The TENANT shall warrant that such Leasehold Improvements and the items and materials used in making the same are, at the time of installation, free and clear of any liens, mortgages, or encumbrances, and shall indemnify and save the AUTHORITY harmless from and against any and all claims with respect thereto.
- D. Title to all non-servable Leasehold Improvements and alterations constructed or installed on the Premises by the TENANT shall at all times during the term of the Agreement remain in the TENANT. At the termination of this Agreement, whether by expiration, mutual agreement, or by default, title to all such non-servable Leasehold Improvements, modifications and alterations shall vest in the AUTHORITY. Trade fixtures and severable Leasehold Improvements which may be removed without material injury to the Premises shall be and remain the property of the TENANT, and shall be removed by the TENANT within thirty (30) days after the expiration or earlier termination of this Agreement, and the TENANT, at its own expense, shall simultaneously therewith repair and restore any damage to the Premises caused by such removal in a manner reasonably satisfactory to the AUTHORITY (which shall comport generally to the condition at inception less reasonable wear and tear. The failure to remove such fixtures within the time

above specified shall be deemed abandoned, in which case the AUTHORITY may use or dispose of the same as it sees fit without any liability to the TENANT therefor, or may remove the same at the TENANT's expense.

#### **ARTICLE VI - MAINTENANCE AND REPAIRS**

- A. The AUTHORITY at its own cost and expense, unless caused by TENANT, shall keep the interior and exterior, structural and non-structural portions of the Premises, including the plumbing, heating, lighting, air conditioning, and other systems in connection therewith, and all other parts of the Premises in good order and condition and will make all necessary repairs thereto, ordinary and extraordinary, foreseen and unforeseen, and will make all necessary replacements thereto of like quality when beyond repair. TENANT shall be responsible for all cleaning, custodial and janitorial services required to meet its obligations hereunder. Without limiting the generality of the foregoing, TENANT shall keep the interior portions of the Premises in an orderly, neat and clean condition and in good repair, and shall remove all dirt and trash therefrom.
- B. The TENANT shall keep all furniture, fixtures and equipment utilized at the Airport in good condition, order and repair at all times. Should damage occur, repair and/or replacement shall be made by TENANT. All furniture, fixtures and equipment which becomes damaged so as not to present a good appearance or which become incapable of being kept in good working order shall be removed and replaced by TENANT. All maintenance, repair and replacement of such furniture, fixtures and equipment shall be at TENANT's sole cost and expense.
- C. The TENANT shall, at its sole cost and expense, take such measures as may be necessary to keep the Premises secure and safe at all times.
- D. The AUTHORITY and the authorized representatives or contractors of the AUTHORITY shall be permitted to enter the Premises, for the purpose of inspecting the Premises and any construction being performed thereon, and/or for performing any work therein that may be necessary by reason of TENANT's failure to make any repairs or perform any work required of TENANT under this Agreement; provided, however, that except in cases of emergency, the AUTHORITY shall provide the TENANT with reasonable prior notice prior to such entry. All costs and expenses related to such work shall be paid by TENANT to AUTHORITY immediately upon demand therefore. Nothing herein shall imply any duty on the part of AUTHORITY to do any work on the Premises, and the performance thereof by AUTHORITY shall not constitute a waiver of TENANT's default in failing to make any repairs or performing any work required of TENANT under this Agreement. The AUTHORITY shall not in any event be liable for cessation of revenues, inconvenience, annoyance, disturbance or any other damage to TENANT or any other party by reason of making such repairs or the performance of such work in the Premises or on account of bringing materials, supplies and equipment into or through the Premises during the course thereof, and the obligations of TENANT under this Agreement shall not thereby be affected in any manner whatsoever. AUTHORITY shall, however, make any such repairs or conduct any such work under this in a manner that minimizes interference with TENANT's employees and the conduct of business on the Premises.
- E. Snow removal for the automotive parking areas.

#### **ARTICLE VII - RESERVED**

## ARTICLE VIII - INSURANCE

- A. Throughout the Term of this Agreement, TENANT shall maintain or cause to be maintained with insurance companies with a Best's Rating of "A" or better and licensed to do business in the State of New York, such insurance as the AUTHORITY reasonably directs, including but not limited to, the following:
1. Premises insurance on all of the Leasehold Improvements on the Premises on an "all risk" basis, in an amount equal to the full replacement cost and with no penalty for coinsurance. TENANT shall cause its insurer to redetermine the replacement cost of all the Leasehold Improvements from time to time, but not less frequently than once each year.
  2. Airport/aviation liability/hangar keepers insurance in the minimum single limit (or equivalent split limits) of Fifty Million Dollars (\$50,000,000) per occurrence.
  3. Commercial general liability insurance insuring against claims for personal and bodily injury, death or property damage occurring in, on or about the Premises, with a combined single limit for each occurrence of not less than Ten Million Dollars (\$10,000,000). Such liability insurance shall contain a broad form endorsement and, without limitation, coverage for Premises and operations, collapse, explosion and underground hazard, products/completed operations, blanket contractual liability insurance specifically covering, but not limited to, the contractual obligations assumed by TENANT pursuant to this Agreement broad form property damage, personal injury (employee exclusion deleted), independent contractors, owner's protective liability coverage, employees as additional insureds and cross liability coverage.
  4. Comprehensive automobile liability insurance insuring against liability arising from the maintenance and use of all owned, non-owned, hired, leased and rented trucks, automobiles and other vehicles of the TENANT for bodily injury, death or property damage, with a combined single limit for each occurrence of not less than One Million Dollars (\$1,000,000).
  5. Pollution and environmental liability insurance insuring against any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste used by the TENANT on the Airport, with a policy limit of at least Five Million (\$5,000,000) Dollars.
  6. Workers compensation or qualified self-insurance as approved by the State of New York and employer's liability insurance as may be required under applicable laws covering persons employed in connection with the occupancy, use, or operation of the Premises.
  7. Such additional coverage or other insurance in amounts as is customary for protection against claims, liabilities and losses arising out of or connected with the TENANT's operation on the Premises.

With respect to the insurance listed in Section 1.), 2.), 3.) and 4.) above, AUTHORITY, County of Albany, AFCO AvPorts Management LLC, and OPERATOR shall be named as additional insureds, as their interests may appear. All losses shall be initially adjusted by

OPERATOR, but no final settlement of amounts of greater than \$1 Million shall be made without the review and approval of AUTHORITY. All of the foregoing policies shall be provided on an "occurrence" basis and not on a "claims made" basis. TENANT shall deliver certificates of insurance with respect to such policies to AUTHORITY upon execution of this Agreement, which certificates shall provide that the coverage may not be canceled or materially changed without at least sixty thirty (30) days prior written notice to AUTHORITY (with language requiring that the insurer only endeavor to give notice and releasing the insurer from any liability or obligation for failure to give such notice deleted). As soon as copies of the policies are available TENANT shall furnish AUTHORITY with certified copies thereof, by sending such policies to AUTHORITY and/or its designees. Not less than thirty (30) days prior to the expiration of such policies, OPERATOR shall deliver to AUTHORITY evidence that such policies are being renewed or replaced in accordance with all of the provisions of this Article.

8. At least ten (10) days prior to the date on which the foregoing insurance must be in effect, TENANT shall furnish AUTHORITY with a certificate of insurance satisfactory to AUTHORITY, evidencing the foregoing insurance, naming AUTHORITY as an additional insured and providing that coverage may not be canceled or materially changed without sixty (60) days prior written notice to AUTHORITY (with language requiring that the insurer only endeavor to give notice and releasing the insurer from any liability or obligation for failure to give such notice deleted). As soon as copies of the policies are available, OPERATOR shall furnish to AUTHORITY certified copies thereof, by sending such policies to AUTHORITY and/or to its designees. Not less than thirty (30) days prior to the expiration of such policies, TENANT shall deliver to AUTHORITY evidence that such policies are being renewed or replaced, in accordance with all of this provisions of this Article.
9. TENANT shall not do, or suffer to be done, any act, matter or thing whereby, or in consequence whereof, the policy or policies of insurance shall become voided or suspended, or which unreasonably increase the risk or hazard of fire in or on the Premises.
10. TENANT shall not permit separate insurance to be carried which relates to the Premises and is concurrent in form or contributing, in the event of loss, with that required to be maintained under this Agreement, or increase or permit to be increased the amounts of any then existing insurance relating to the Premises by securing an additional policy or additional policies, without including the applicable parties required in this Section as insured parties. TENANT shall immediately notify AUTHORITY whenever such separate insurance is obtained and deliver to AUTHORITY certified copies or duplicate originals of such policies (as required in this Article and in accordance with the procedures set forth herein) and certificates evidencing the same.
11. The insurance requirements set forth in this Article shall not be construed to modify, limit or reduce the indemnification obligations of TENANT in this Agreement or to limit TENANT's liability under this Agreement to the proceeds of or premiums due upon the policies of insurance required to be maintained by TENANT under this Agreement.
12. The requirements of this Article may be satisfied through a blanket program of insurance, provided that all requirements of this Article are satisfied and that such blanket insurance specifies the amount of insurance allocated to the Premises.
13. [INTENTIONALLY OMITTED]

14. If TENANT neglects or refuses to obtain any of the insurance required by this Agreement, the AUTHORITY may at its election and in addition to AUTHORITY's other remedies on account of such default, procure the same and TENANT shall pay the cost thereof upon demand by AUTHORITY.
15. TENANT hereby releases the AUTHORITY and County, their agents and employees, to the extent of TENANT's coverage under the insurance policies which are required to be maintained by TENANT under this Agreement (or more, if greater insurance coverage is actually carried or if TENANT breaches its obligation to maintain insurance required by this Agreement, to the extent of coverage which TENANT would have had in the absence of such breach) and the deductible thereunder, from any and all liability, for any loss or damage which may be inflicted upon the Premises, notwithstanding that such loss or damage shall have arisen out of the negligent or other tortious act or omission of AUTHORITY, its agents or employees. TENANT shall cause its insurers to include in their respective policies a clause to the effect that such release shall not affect the said policy or the right of the insured to recover thereunder.

#### **ARTICLE IX - RESTORATION OF PREMISES DUE TO CASUALTY**

- A. If the Premises shall be damaged or destroyed by fire or other casualty not caused in whole or in part by the AUTHORITY or its employees or agents, TENANT shall immediately give notice thereof to the AUTHORITY, and TENANT shall promptly and diligently proceed to repair, rebuild or replace the Premises, so as to restore the Premises to the condition in which they were immediately prior to such damage or destruction. Any changes in the construction of Premises shall be made only pursuant to plans and specifications approved by AUTHORITY. If AUTHORITY reasonably determines that such net insurance proceeds will not be adequate for Restoration, TENANT shall pay for Restoration out of funds other than such net insurance proceeds, the amount by which the estimated cost will exceed such net insurance proceeds and shall furnish proof to AUTHORITY of the payment of such excess before AUTHORITY shall be required to release any part of such net insurance proceeds. TENANT shall also be liable for any costs in excess of the estimated cost.
- B. The policy or policies of insurance required pursuant to this Agreement shall provide that any total loss shall be payable to AUTHORITY upon the terms and conditions provided in this Article. All proceeds collected by AUTHORITY shall be made available to the TENANT for the purpose of Restoration. Such proceeds shall be paid out by AUTHORITY from time to time as the work of Restoration shall progress, upon submission of architects, certificates (by architects and/or engineers licensed to do business in the State of New York), subject to verification by AUTHORITY, showing the amount paid or due for such Restoration. Any excess of monies received from insurance remaining with AUTHORITY after the Restoration and payment therefor shall be retained by and belong to AUTHORITY.
- C. All reasonably incurred out-of-pocket costs, fees, expenses and charges of AUTHORITY in connection with the collection of the proceeds of the policy or policies of insurance for Restoration shall be paid by TENANT. In the event the TENANT shall fail to pay the aforesaid costs, fees, expenses and charges, AUTHORITY may deduct the amount thereof from the insurance proceeds.
- D. In case TENANT does not commence the Restoration which TENANT is required to perform pursuant to this Article promptly after the date of payment of loss for damage occasioned by fire



or other casualty for which insurance monies shall be payable, and prosecute it thereafter as required by this Article, then AUTHORITY, at its election, may enter upon and complete the Restoration. In that event, AUTHORITY shall continue to hold the balance of the insurance proceeds and pay them out from time to time as the work of Restoration shall progress.

- E. Except to the extent the damage or destruction is attributable to the AUTHORITY, there shall be no abatement of Rent following any damage or destruction to the Premises or other interference with TENANT's ability to use and enjoy the Premises, but TENANT shall obtain rental insurance and the TENANT shall receive credit against the Rent payments next falling due for all proceeds of rent insurance paid directly to AUTHORITY.
- F. Notwithstanding anything to the contrary set forth in the Section, if the damage to the Premises is of such extent that it would require more than one year to repair, or if the damage (other than inconsequential damage) occurs during the last two years of the Term, AUTHORITY may, at its option, terminate this Agreement by giving written notice to TENANT, and, in such event, the entire proceeds of the insurance policies covering the Premises, except as set forth below, shall be paid to and retained by AUTHORITY, and TENANT shall have no right or claim against AUTHORITY with respect to the such insurance proceeds. Notwithstanding the foregoing, in the event AUTHORITY so terminates this Agreement and so long as TENANT has performed all of its obligations hereunder, TENANT shall be entitled to a portion of the insurance proceeds equal to the unamortized portion of the actual out-of-pocket costs paid by TENANT to unrelated third parties for construction of the Major Leasehold Improvements amortized on a straight line basis over the shorter of (a) the useful life of the Major Leasehold Improvements (with separate calculations if there are different useful lives for different portions of the Major Leasehold Improvements) or (b) the balance of the Term at the time of construction of the Major Leasehold Improvement. If the insurance proceeds are less than such amount, TENANT shall be entitled only to the insurance proceeds. In no event shall the TENANT receive any insurance proceeds for its trade fixtures.

#### **ARTICLE X - CARE OF PETROLEUM PRODUCTS AND OTHER MATERIAL BY OPERATOR**

- A. TENANT shall not engage, and shall not permit others to engage, in operations at the Premises which involve the generation, manufacture, refining, transportation, treatment, storage, handling or disposal of "hazardous substances" or "hazardous wastes" as defined in any federal, state or local environmental law, statute, ordinance, rule or regulation without the prior written consent of the AUTHORITY, which may be withheld or granted in AUTHORITY's sole discretion. The use of aviation fuels and other "hazardous substances" and wastes used in TENANT's airline and maintenance operations is hereby approved by AUTHORITY. As to the use, storage and disposal of petroleum products and all hazardous substances permitted by this Agreement, TENANT shall, at TENANT's own expense, comply with, and cause all licensees, concessionaires, subtenants and users of the Premises to comply with the Comprehensive Environmental Response, Compensation & Liability Act (42 U.S.C. 9601 *et seq.*) and any and all applicable federal, state and local environmental laws, statutes and ordinances, and any and all amendments thereto and the rules, regulations and orders promulgated thereunder. TENANT shall at TENANT's own expense make all submissions and provide all information to, and comply with all requirements of, the New York Department of Environmental Conservation and any other federal, state or local AUTHORITY requirement that a cleanup plan be prepared and that a cleanup be undertaken because of any spills or discharges of hazardous substances or wastes in, on or around the Premises which occur during the Term of this Agreement. In such event, TENANT shall, at TENANT's own expense, prepare and submit the required plans and financial assurances, and

carry out the approved plans.

- B. Without limiting the generality of Article XII, TENANT shall indemnify, defend and save harmless AUTHORITY from all fines, suits, procedures, claims and actions of any kind arising out of or in any way connected with any spills or discharges or hazardous substances or wastes in or about the Airport which occur during the Term, and from all fines, suits, procedures, claims and actions of any kind arising out of TENANT's failure to provide all information, make all submissions and take all actions required by any federal, state or local AUTHORITY, or arising out of TENANT's failure to cause licensees, concessionaires, subtenants and users of the Airport to do the same. TENANT's obligations and liabilities under this Article shall survive the expiration or sooner termination of this Agreement and continue so long as AUTHORITY or County remains responsible for any spills or discharges of hazardous substances or wastes in or about the Airport which occur during the Term.
- C. Prior to the termination of this Agreement, the AUTHORITY shall have the right, in its sole discretion to have its consultant conduct an environmental site assessment of the Airport to consist of such examinations, tests, inspections, samples and reviews as the AUTHORITY or its consultants deem advisable. The environmental site assessment shall be prepared for the sole and exclusive use of the AUTHORITY, County and the OPERATOR, and OPERATOR shall not release any such assessment or any information contained therein, to any third party, (including without limitation, any governmental agency) except if required by law or upon the prior written consent of the AUTHORITY, which consent may be withheld in the AUTHORITY's sole discretion. TENANT shall indemnify, defend upon request and hold the AUTHORITY and County harmless from and against all costs, damages, claims, liabilities, expenses, losses, Court costs and attorneys' fees suffered or claimed against the AUTHORITY based in whole or in part upon the breach of this section by TENANT. All costs of said environmental site assessment shall be payable by the TENANT. The AUTHORITY's decision not to conduct an environmental site assessment or to detect conditions attributable to the TENANT's operations shall not release TENANT for any liability for environmental conditions subsequently determined to be associated with the OPERATOR's operations at the Airport. TENANT shall remain liable for any environmental condition related to its operations at the Airport regardless of when such conditions are discovered and regardless of whether the TENANT conducts an environmental site assessment prior to the termination of this Agreement. The obligations set forth in this Article shall survive the termination of this Agreement.

#### **ARTICLE XI - ADDITIONAL OBLIGATIONS OF OPERATOR**

- A. TENANT shall appoint a local representative who shall have the AUTHORITY to make day-to-day decisions and shall be responsible for coordinating activities with AUTHORITY. The name, address and telephone number of the local representative shall be submitted to AUTHORITY simultaneously with the execution of this Agreement, and AUTHORITY is to be notified of any change in the local representative.
- B. NON-INTERFERENCE WITH OPERATION OF AIRPORT.
- I. TENANT by accepting this Agreement expressly agrees for itself, its successors and assigns that it will not knowingly interfere with the landing and taking off of aircraft at the Airport or otherwise create a related hazard. In the event this covenant is breached, the AUTHORITY reserves the right to cause the abatement of such interference at the expense of TENANT.

2. If the FAA shall determine that any right or claim of right in or to the property leased herein creates an undue risk of interference with the operation of the Airport or the performance of or compliance with any covenants and conditions to which the use of the Airport is subject, said right or claim shall be extinguished or modified in a manner acceptable to the FAA.

C. UTILITIES.

1. Throughout the Term of this Agreement, TENANT shall pay the AUTHORITY the Utility Charge described in Article III of this Agreement.
2. TENANT shall make every attempt to minimize the usage of heat by keeping the hangar doors closed at all times when not needed for the movement of aircraft into and out of the hangar.
3. AUTHORITY shall not be liable or responsible for any unavailability, failure, stoppage, interruption or shortage of any utilities or other services, however or by whomever caused.
4. Any special telephone or other communication services, if requested, shall be the responsibility of the TENANT. All equipment will be furnished by the AUTHORITY and the costs thereof and any usage charges shall be payable to the AUTHORITY within thirty (30) days of billing by the AUTHORITY.

D. SIGNS.

No sign shall be installed or maintained by TENANT except in compliance with the AUTHORITY's requirements for location and use of signs at the Airport. Prior to installation, TENANT must obtain written approval from AUTHORITY which approval shall not be unreasonably withheld or delayed.

E. NON-DISCRIMINATION.

1. The TENANT for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that (I) no person on the grounds of race, creed, color, national origin, sex, age, or handicap shall be excluded from participation in, denied the benefits of or be otherwise subjected to discrimination in the use of the Premises; (ii) that in the construction of any improvements on, over or under such land the furnishing of services thereon, no person on the grounds of race, creed, color, national origin, sex, age, or handicap shall be excluded from participation in, denied the benefits of or otherwise be subjected to discrimination, (3) that the TENANT shall use the Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-Discrimination in Federally-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964 and as said Regulations may be amended.
2. The TENANT shall comply with the laws of the State of New York prohibiting discrimination because of sex, religion, age or physical handicap. Should the TENANT authorize another person or entity to provide services or benefits in or in connection with its rights or obligations under this Agreement, the TENANT shall obtain from such

person or entity a written agreement pursuant to which such person or entity shall, with respect to the services or benefits which it is authorized to provide, undertake for itself the obligations contained in this Section. The TENANT shall furnish the original of such agreement to the AUTHORITY.

3. The TENANT will provide all information and reports required by said Regulations, or by 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 AUTHORITY or the FAA to be pertinent to ascertain whether there has been compliance with said Regulations and directives. Where any information required of the TENANT is in the exclusive possession of another who fails or refuses to furnish this information, the TENANT shall so certify to the AUTHORITY or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.
4. In the event of breach of any of the above nondiscrimination covenants, the AUTHORITY shall have the right to terminate this Agreement and re-enter and repossess the Premises, and hold the same as if this Agreement had never been made or issued, or impose such contract sanctions as it or the FAA may determine to be appropriate. The right granted to the AUTHORITY by the foregoing sentence shall not be effective until the procedures of Title 49, Code of Federal Regulations, Part 21 are followed and completed, including exercise or expiration of appeal rights.
5. The TENANT further assures that it will undertake an affirmative action program as required by 14 CFR, Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR, Part 152, Subpart E. The TENANT assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this Subpart. The TENANT assures that it will require that its covered suborganizations provide assurances to the TENANT that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as required by 14 CFR, Part 152, Subpart E, to the same effect. The AUTHORITY may from time to time be required by the United States Government, or its agencies, to adopt additional or amended nondiscrimination provisions concerning the furnishing of services to or at the Airport, and the TENANT agrees that it will adopt any such requirements as part of this Agreement.

G. COMPLIANCE WITH LAWS, RULES AND REGULATIONS.

TENANT shall, at its sole expense, observe and comply with the statutes, rules and, regulations, mandatory guidelines and other compulsory pronouncements in whichever form, of all governmental authorities and the AUTHORITY which are applicable to the conduct of TENANT's business. Any penalties and costs levied as a result of the TENANT's breach of any of the above shall be borne by the TENANT, and said penalty or cost shall be paid and the underlying violation cured by TENANT immediately.

H. INDEMNITY BY TENANT.

The AUTHORITY and TENANT agree that to the fullest extent permitted by law, TENANT shall indemnify, defend, and save forever harmless AUTHORITY and County from any and all claims for damages of any kind or nature which may hereafter be made against AUTHORITY or County on account of any personal injuries (including wrongful death) or property damage

occurring on or adjacent to the Premises or resulting from the operations under this Agreement. This indemnification shall be deemed to include all officers, agents and employees of the AUTHORITY or County. The foregoing indemnity shall be limited by the negligible or misconduct of the AUTHORITY and of its officers, agents, and employees.

I. SECURITY REGULATIONS.

The TENANT shall comply with all applicable regulations relating to airport security set forth in Part 107 of the FAA's Regulations and shall control the Premises so as to prevent unauthorized persons from obtaining access to the air operations area of the Airport.

J. ADDITIONAL CHARGES.

K. [INTENTIONALLY OMITTED]

L. SURRENDER.

Upon the termination of this Agreement, whether by expiration of its term, by default, or otherwise, the TENANT shall quit and surrender the Premises and all non-servable Leasehold Improvements and Major Leasehold Improvements thereon, free of all liens and in good condition and repair, except for reasonable wear and tear.

## ARTICLE XII - DEFAULTS AND REMEDIES AND SPECIAL TERMINATION

A. In the event TENANT shall fail to pay when due any Rent or any other sum required to be paid by TENANT under this Agreement, or shall fail to perform or comply in any material respect with any of the terms, covenants, conditions or provisions of this Agreement, or if TENANT vacates, abandons or deserts the Premises or any part thereof or occupies real property outside the boundaries of the Premises as defined in this Agreement, or if TENANT shall be adjudicated bankrupt, or shall make a general assignment for the benefit of creditors or shall file a bill in equity or otherwise initiate proceedings for the appointment of a receiver of its assets, or shall file any proceedings in bankruptcy or for reorganization, adjustment, composition or an arrangement under any Federal or state law, or if any proceedings in bankruptcy or a petition seeking reorganization, arrangement, adjustment or composition or proceedings for the appointment of a receiver, liquidator, assignee, custodian, trustee, sequestrator (or similar official) shall be instituted with respect to TENANT under any state or Federal law and shall not be discharged within sixty (60) days, or if a substantial portion of the assets of TENANT are attached or levied under execution or other legal process, or if TENANT fails to pay its debts generally as they become due, or if TENANT admits in writing its inability to pay its debts as they mature, then and in addition to any other rights or remedies the AUTHORITY may have under this Agreement or at law or in equity, the AUTHORITY, at the AUTHORITY's sole option, shall have the following rights:

1. To accelerate the whole or any part of the Rent for the entire unexpired balance of the Term of this Agreement, , and any Rent if so accelerated shall, in addition to any and all installments of Rent already due and payable and in arrears, and/or any charge or payment herein reserved, included or agreed to be treated or collected as Rent and/or any other charge, expense or cost herein agreed to be paid by TENANT which may be due and payable and in arrears, be deemed due and payable as if, by the terms and provisions of this Agreement, such accelerated Rent, and other charges, payments, costs and

expenses were on that date payable in advance;

2. To terminate this Agreement and the Term hereby created without any right on the part of TENANT to waive the forfeiture by payment of any sum due or by other performance of any condition, term or covenant broken, but TENANT shall remain liable as herein provided;
  3. Whether or not this Agreement has been terminated as herein provided, to reenter and repossess the Premises or any part thereof by force, summary proceedings, ejectment or otherwise and AUTHORITY shall have the right to remove all persons and property therefrom. AUTHORITY shall be under no liability for or by reason of any such entry, repossession or removal. At any time or from time to time after the repossession of the Premises or any part thereof whether or not this Agreement shall, have been terminated, AUTHORITY may (but shall be under no obligation to) relet all or any part of the Premises for the account of TENANT for such term or terms (which may be greater or less than the period which would otherwise have constituted the balance of the Term) and on such conditions (which may include concessions or free rent) and for such uses as AUTHORITY, in its absolute discretion, may determine, and AUTHORITY may collect and receive any rents payable by reason of such reletting. AUTHORITY shall not be required to exercise any care or diligence with respect to such reletting or to the mitigation of damages. For the purpose of such reletting, AUTHORITY may decorate or make repairs, changes, alterations or additions in or to the Premises or any part thereof to the extent deemed by AUTHORITY desirable or convenient, and the cost of such decoration, repairs, changes, alterations or additions and any reasonable brokerage and legal fees expended by AUTHORITY shall be charged to and be payable by TENANT. No expiration or termination of this Agreement, by operation of law or otherwise, and no repossession of the Premises or any part thereof pursuant to this Section, or otherwise, and no reletting of the Premises or any part thereof pursuant to this Section shall relieve TENANT of its liabilities and obligations hereunder, all of which shall survive such expiration, termination, repossession or reletting.
- B. In the event of any expiration or termination of this Agreement or repossession of the Premises or any part thereof by reason of default, and if AUTHORITY has not elected to accelerate Rent pursuant to this Section, TENANT shall pay to AUTHORITY the Rent and other sums required to be paid by TENANT to and including the date of such expiration, termination or repossession and, thereafter, TENANT shall, until the end of what would have been the expiration of the Term in the absence of such expiration, termination or repossession, and whether or not the Premises or any part thereof shall have been relet, be liable to AUTHORITY for, and shall pay to AUTHORITY, as current damages, the Rent, and other sums which would be payable under this Agreement by TENANT in the absence of such expiration, termination or repossession, less the net proceeds, if any, of any reletting effected for the account of TENANT pursuant to this Section, after deducting from such proceeds all of AUTHORITY's expenses in connection with such reletting (including, without limitation, all related repossession costs, brokerage commissions, legal expenses, attorneys, fees, employees expenses, alteration costs and expenses or preparation for such reletting). TENANT shall pay such current damages on the days on which the Rent would have been payable under this Agreement in the absence of such expiration, termination or repossession, and AUTHORITY shall be entitled to recover the same from TENANT on each such day.
- C. No right or remedy herein conferred upon or reserved to AUTHORITY is intended to be exclusive of any other right or remedy herein or by law provided but each shall be cumulative and concurrent and in addition to every other right or remedy given herein or now or hereafter

existing at law or in equity or by statute or ordinance. The exercise of any one or more of such remedies shall not preclude the exercise by AUTHORITY, at the same or different times, of any other remedies for the same default or any other default. No termination of this Agreement or taking or recovering possession of the Premises shall deprive AUTHORITY of any remedies or actions against TENANT for Rent or charges or for damages for the breach of any covenant or condition herein contained, nor shall the bringing of any such action for Rent, charges or breach of covenant or condition, nor the resort to any other remedy or right for the recovery of Rent, charges or demands for such breach be construed as a waiver or release of the right to insist upon the forfeiture and to obtain possession. No reentering or taking possession of the Premises, or making of repairs, alterations or improvements thereto, or reletting thereof, shall be construed as an election on the part of AUTHORITY to terminate this Agreement unless written notice of such intention be given by AUTHORITY to TENANT. The failure of AUTHORITY to insist upon the strict and/or prompt performance of the terms, agreements, covenants and conditions of this Agreement or any of them, and/or the acceptance of such performance thereafter shall not constitute or be construed as a waiver of AUTHORITY's right to thereafter enforce the same strictly according to the terms of this Agreement in the event of a continuing or subsequent default.

- D. If TENANT fails to perform any covenant or observe any condition to be performed or observed by TENANT hereunder or acts in violation of any covenant or condition hereof, AUTHORITY may, but shall not be required to, on behalf of TENANT, perform such covenant and/or take such steps., including entering upon the Premises, as may be necessary or appropriate to meet the requirements of any such covenant or condition, and all costs and expenses incurred by AUTHORITY in so doing, including reasonable legal fees, shall be paid by TENANT to AUTHORITY upon demand. Any action taken by AUTHORITY pursuant to this Section shall not in any way waive or restrict any rights or remedies AUTHORITY may otherwise have against TENANT on account of TENANT's defaults.
- E. If AUTHORITY has accelerated the obligations for basic rent, TENANT shall pay upon demand all AUTHORITY's reasonably incurred out-of-pocket costs, charges and expenses, including the reasonable fees of counsel, agents and others retained by AUTHORITY (or, if AUTHORITY incurred by AUTHORITY in connection with the enforcement after a default, of any of AUTHORITY's rights or remedies under this Agreement, and also in connection with any litigation, negotiation or transaction in which TENANT causes AUTHORITY to become involved or concerned.
- F. The OPERATOR shall have the option to terminate this lease on 30 days notice in the event the OPERATOR shall cease to serve the Airport with commercial operations. The OPERATOR shall have the additional option to terminate this lease on 90 days notice in the event the average distance between its Albany Aircraft Service Station and the Airports serviced from the Albany Aircraft Service Station increases by 200 miles or more and further provided the OPERATOR does not open a new service station within 200 miles of Albany New York during the term of the lease.
- G. Notwithstanding anything herein above stated, AUTHORITY agrees that, except as hereinafter provided, TENANT shall not be in default hereunder, and AUTHORITY shall not have the right to exercise any right or remedy provided for in this Agreement or allowed by law because of any default (other than AUTHORITY's remedy under Section "F" of this Article), unless TENANT shall have failed to pay, within a period of five (5) calendar days after the date due, the sum or sums due if the default consists of the failure to pay money, or if the default consists of something other than the failure to pay money, TENANT shall have failed, within thirty (30) calendar days after the giving by AUTHORITY of written notice of such default to TENANT, to commence to

correct such default and thereafter to actively and diligently in good faith proceed with and continue the correction of the potential default and to correct the same.

The notice requirements and grace period set forth above shall not apply to the following defaults by TENANT under this Agreement, and TENANT in such circumstances shall be considered in default under this Agreement without any notice or grace, and AUTHORITY may exercise all remedies set forth herein:

1. TENANT shall have permanently ceased operating and using the Premises to the extent and in the manner required by this Agreement; or
2. TENANT shall have filed a petition in bankruptcy or for reorganization or a bill in equity or otherwise initiated proceedings for the appointment of a receiver of its assets, or if a receiver or trustee is appointed for TENANT, or TENANT makes a general assignment for the benefit of creditors or if a material portion of the assets of TENANT are attached or levied under execution on a judgment; or
3. Failure by TENANT to submit plans and specifications for any Leasehold Improvements or Major Leasehold Improvements as required under this Agreement; or
4. Failure by TENANT to obtain any of the insurance required by Article;
5. Any default which creates a material risk of either (a) bodily injury or uninsured damage to property, or (b) judicial sale or loss of title to the Premises; or
6. Any default which results in continuing interference with Airport operations or with use of the Airport by others.

#### **ARTICLE XIII - ASSIGNMENT**

- A. Other than to an affiliate of TENANT, to any other United Express Operator, or to United Airlines, TENANT may not assign or transfer this Agreement or any right or obligation hereunder, or assign or sublet any portion of the Premises, without the prior written consent of the AUTHORITY, which consent shall not be unreasonably withheld or delayed. In no event shall an assignment, transfer, or sublease release TENANT from its monetary and/or non-monetary obligations under this Agreement.
- B. If the AUTHORITY does consent to any assignment or sublet, TENANT shall, in consideration thereof, pay to the AUTHORITY, fifty (50%) percent of all sums payable to the TENANT as a result of such assignment or sublease ("Sublease Rent"). Sublease Rent shall include, but is not limited to: (a) sums paid for the sale or rental of TENANT's fixtures, Leasehold Improvements, equipment, furniture, or other personal property; and (b) sums paid for services provided by the TENANT to such assignee or subTENANT in excess of the fair market value for such services. The TENANT shall pay the AUTHORITY its portion of the Sublease Rent on the date the Sublease Rent is payable by the Assignee or SubTENANT.

#### **ARTICLE XIV - GENERAL PROVISIONS**

- A. AUTHORITY'S RESERVED RIGHTS.



1. AUTHORITY at its sole discretion reserves the right to further develop or improve the Airport as it sees fit and to take any action it considers necessary to protect the aerial approaches of the Airport against obstructions, together with the right to prevent TENANT from erecting or permitting to be erected, any building or other structure on the Airport which, in the opinion of AUTHORITY would limit the usefulness of the Airport or constitute a hazard to aircraft.
2. This Agreement shall be subject to all restrictions of record affecting the Airport and the use thereof, all federal, state and county laws and regulations affecting the same, and shall be subject and subordinate to the provisions of any existing or future agreements between the AUTHORITY and the United States or State of New York relative to the operation or maintenance of the Airport, the execution of which may be required as a condition precedent to the expenditure of federal, state, or county funds for the development of the Airport, or any part thereof. All provisions hereof shall be subordinate to the right of the United States to occupy or use the Airport, or any part thereof, during time of war or national emergency.
3. In the event the Federal Aviation Administration or its successors (collectively, "FAA") request modifications or changes in this Agreement which may or may not be a condition precedent to obtaining funds for the improvement of the Airport, the TENANT hereby consents to any and all such modifications and changes as may be requested and agrees to immediately execute an amendment to this Agreement to reflect the requested modification or changes.

B. NON-EXCLUSIVE RIGHT.

Nothing contained in this Agreement shall be construed to grant or authorize the granting of an exclusive right to provide aeronautical services to the public as prohibited by 49 U.S.C. §§ or any other statute, ordinance, regulation or policy of any governmental agency having jurisdiction over the Airport and/or the activities that take place at the Airport, and the AUTHORITY reserves the right to conduct or to grant others the privilege and right to conduct one or more activities of an aeronautical nature at the Airport.

This Lease is subject and subordinate to the provisions of any agreement heretofore or hereafter made between the Authority and the United States Government, relative to the operation or maintenance of the Airport, the execution of which has been required as a condition precedent to the transfer of federal rights or property to the Authority for Airport purposes, or the expenditure of federal funds for the improvement or development of the Airport, including the expenditure of federal funds for the development of the Airport in accordance with the provisions of the Federal Aviation Act of 1958, as it has been amended from time to time. The Authority covenants that it has no existing agreements with the United States Government in conflict with the express provisions hereof.

C. ATTORNEY'S FEES.

If either the AUTHORITY or the TENANT commences, engages in, or threatens to commence or engage in any legal action or proceeding against the other party (including, without limitation, litigation or arbitration) arising out of or in connection with the Agreement, the Premises, or the Airport) (including without limitation (a) the enforcement or interpretation of either party's rights or obligations under this (whether in contract, tort or both) or (b) the declaration of any rights or obligations under this Agreement) the prevailing party shall be entitled to recover from the losing party reasonable attorney's fees, together with any costs and expenses, incurred in any such action

or proceeding, including any attorneys' fees, costs and expenses incurred on collection and on appeal.

D. PARAGRAPH HEADINGS.

The paragraph headings are for convenience in reference and are not intended to define or limit the scope of any provision of this Agreement.

E. NOTICE.

Whenever any notice is required by this Agreement to be made, given or transmitted to a party, such notice shall be served by Certified Mail, return receipt requested, or sent by a nationally recognized overnight service, return receipt requested or the equivalent, to the addresses listed below. In the case of notices sent by overnight courier, delivery shall be deemed effective one day after such notice is sent.

If to TENANT:

Champlain Enterprises, Inc.  
d/b/a CommutAir  
24950 Country Club Blvd. – Suite 300  
North Olmsted, OH, 44070  
Attention: President

If to AUTHORITY:

Albany County Airport AUTHORITY  
Albany International Airport  
Administration Building, Suite 200  
Albany, New York 12211-1057  
ATTN: Chief Executive Officer

or to such other addresses as the parties may designate to each other in writing.

F. NEW YORK LAW.

The TENANT and the AUTHORITY explicitly agree this Agreement shall be governed and construed according to the laws of the State of New York and the parties further agree that the Supreme Court, State of New York, County of Albany, or the United States District Court, Northern District of New York shall be the forum for any actions brought under this Agreement. It is agreed by and between the TENANT and the AUTHORITY that if any covenant, condition or provision contained in this Agreement is held to be invalid by any court of competent jurisdiction, such invalidity shall not affect the validity of any other covenant, condition or provision herein contained.

G. ENTIRE AGREEMENT.

This Agreement contains the entire agreement of the parties with respect to the leasing of the Premises for the storage of aircraft; and this Agreement may not be amended, modified, released or discharged, in whole or in part, except by an instrument in writing signed by the parties hereto, their respective successors or assigns.

H. SUCCESSORS AND ASSIGNS.

All of the terms, covenants and agreements herein contained shall be binding upon and shall inure to the benefit of the successors and assigns of the parties.

I. REGULATIONS OF AUTHORITY. The rights and privileges granted to the TENANT hereunder and the occupancy and use by the TENANT of the Premises shall be subject to the reasonable rules and regulations of the AUTHORITY as the same are now or may hereafter be prescribed through the lawful exercise of its power.

J. NO WAIVER. No waiver of any covenant or condition contained in this Agreement or of any breach of any such covenant or condition shall constitute a waiver of any subsequent breach of such covenant or condition by either party, or justify or authorize the non-observance of any other occasion of the same or any other covenant or condition hereof of either party. Further, the parties agree that time is of the essence under this Agreement.

K. RELATIONSHIP OF PARTIES.

1. The TENANT is not authorized hereby to act as the AUTHORITY's agent, and shall have no AUTHORITY whatsoever, express or implied, to act for or bind the AUTHORITY.
2. Nothing contained in this Agreement shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal, and agent, partnership, joint venture or any association between the AUTHORITY and the TENANT, it being expressly understood and agreed that neither the method of computation of payment hereunder nor any other provisions contained in this Agreement nor any act of the parties hereto shall be deemed to create any relationship between the AUTHORITY and the TENANT other than the relationship of a landlord and tenant. Nothing in this Agreement shall be deemed or construed to create any benefit in any party other than the AUTHORITY and the TENANT.

\*\*\*\*\*

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed as of the date first above mentioned.

ALBANY COUNTY AIRPORT AUTHORITY

By: Kenneth J. Doyle PS  
Rev. Kenneth Doyle, Chairman

CHAMPLAIN ENTERPRISES, INC., d/b/a  
COMMUTAIR

By: Joel T Raymond  
Executive Vice President - JOEL T RAYMOND

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

On this day of November 19, 2014, before me personally came and appeared **REV. KENNETH J. DOYLE** to me known to be the person who executed the above instrument, who, being duly sworn, did depose and say that he resides in the County of Albany, that he is the Chairman of the Albany County Airport AUTHORITY, the public benefit corporation described in, and which executed, the foregoing instrument; that he executed the foregoing instrument in the name of the Albany County Airport AUTHORITY and that he signed his name thereto by like authorization.

Jennifer A. Munger  
Notary Public

STATE OF STATE OF OHIO )  
 ) ss.:  
COUNTY OF )

JENNIFER A. MUNGER  
Notary Public, State of New York  
No. 01MU6246332  
Qualified in Schenectady County  
Commission Expires Aug. 08, 2015

On this day of November 1, 2014, 2014, before me personally came Joel T Raymond to me personally known, who being duly sworn, did depose and say that he resides in Franklin County, in the State of Ohio and which executed the within instrument and that he signed his name thereto by like order.

**DENISE DANIELS**  
Notary Public, State of Ohio  
My Commission Expires Dec. 16, 2015  
Denise Daniels  
Notary Public

Commutair Hangar Lease

**EXHIBIT "A"**

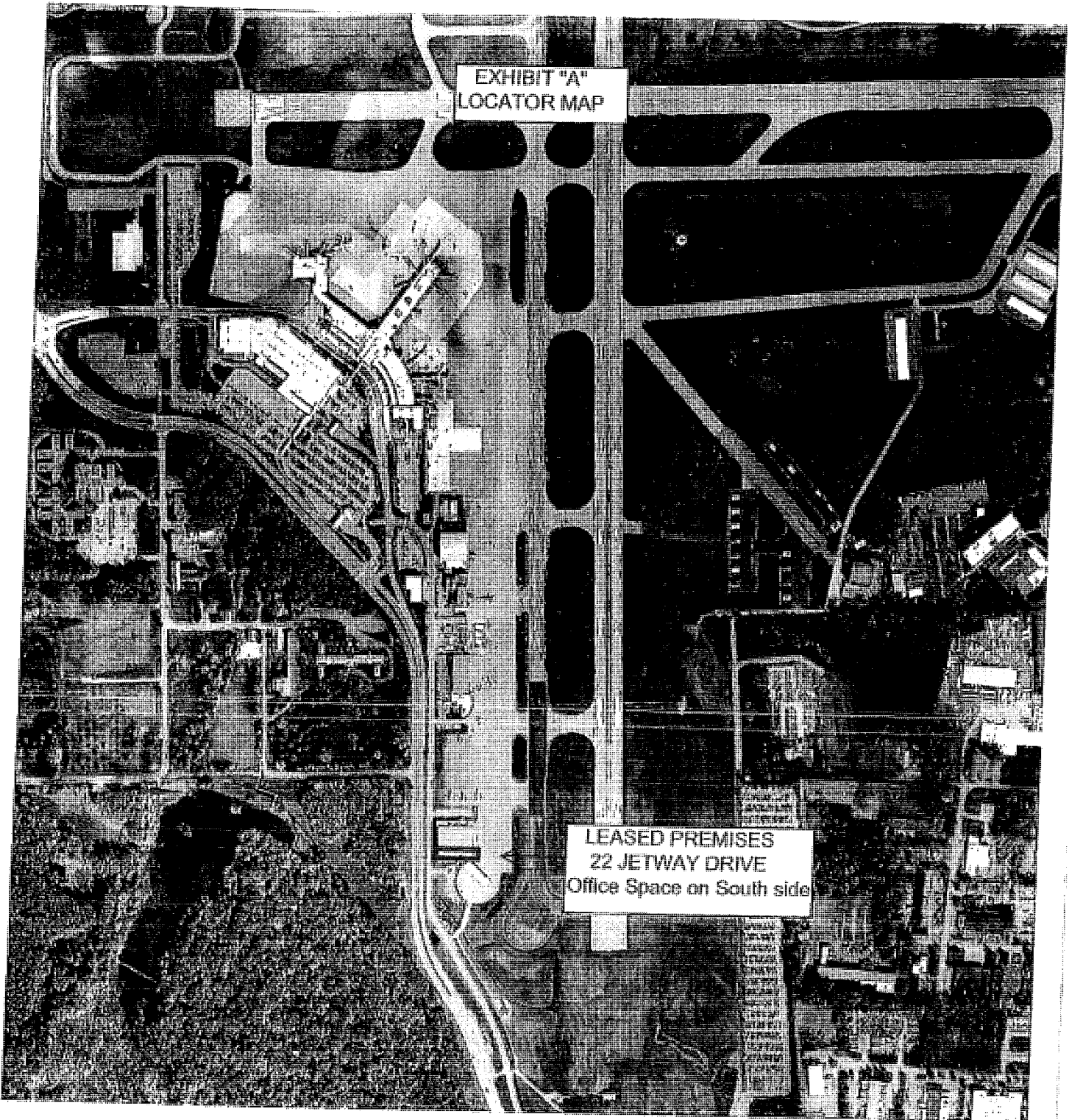
**LEASED AREA**

(See Attached Drawings)

1. Premises - 5,384 SF Office Space at 22 Jetway Drive

EXHIBIT "A"  
LOCATOR MAP

LEASED PREMISES  
22 JETWAY DRIVE  
Office Space on South side



**AGENDA ITEM NO. 10.6**

**Professional Service Contract Amendment:  
Amendment No. 2 to Professional Services  
Contract 999-I: Construction Inspection for the  
New Parking Garage and Terminal Amenities  
with Creighton Manning, LLP**

AGENDA ITEM NO: 10.6  
MEETING DATE: October 7, 2019

ALBANY COUNTY AIRPORT AUTHORITY  
REQUEST FOR AUTHORIZATION

ACAA Approved  
10/07/2019

**DEPARTMENT:** *Planning and Engineering*

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

**PURPOSE OF REQUEST:**

Professional Service  
Contract Amendment: *Amendment No. 2 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  
Amendment No. 2\* \$ 400,000  
  
Total Contract Amount: \$1,200,000\*\*

\* 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 34% Airport 66%  
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, NYS Building Codes and Albany County Building Codes. This amendment puts the Construction Inspection cost at 2.6% of the total construction project cost.*



AGENDA ITEM NO: 10.6  
MEETING DATE: October 7, 2019

*The cost to date was the result of the inspectors monitoring the deep pile installation whereby the contractor supplied two rigs to hammer the piles into the ground as the work advanced. In addition, the grade beams and column caps were advanced six days per week which required inspection staff to be on site. Lastly, the Terminal Amenities projects require multiple shifts and weekend work to maintain our aggressive schedules.*

**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 2 – Construction Inspection*



August 27, 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 Terminal Amenities Upgrades  
Supplemental Agreement # 3 2**

Dear Mr. LaClair:

Enclosed for your review and approval, please find two (2) copies of the proposed Supplemental Consultant Agreement 3 for the above-referenced Project.

This package consists of the following:

- Consultant Agreement
- Attachment A: Project Description and Funding
- Attachment B: Scope of Services
- Attachment C: Cost Estimate (Staffing Schedule / Summary of Costs)
- Attachment D: Required Terms for Project Contracts and Subcontracts

We look forward to progressing this project and helping to continue the construction efforts at the Albany County Airport. Once executed, please return one signed copy for our records. Please contact us if you have any questions regarding the enclosed.

Sincerely,  
**Creighton Manning Engineering, LLP**

A handwritten signature in black ink, appearing to read "Robert H. Remmers", written over a white background.

Robert Remmers, PE  
Creighton Manning Engineering, LLP

cc: E. Woods, Managing Partner  
J. Johnson, Resident Engineer

# Albany County Airport Authority

Terminal Amenities Upgrades

Contract 999-1

Albany County Airport  
Albany County, New York

## Supplemental Consultant

## Agreement 32

Construction Administration

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Prepared by:



2 Winners Circle  
Albany, New York 12205  
PH: 518.446.0396

August 27, 2019

CM Project 119-004

## **TABLE OF CONTENTS**

- 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 #3  
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.

- Terminal Amenities Upgrades

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

Total estimated CM service costs are \$ 400,000.

Original Agreement	= \$	400,000
SWA #1 & #2	= \$	400,000
SWA #3	= \$	400,000
Total	= \$	<u>1,200,000</u>

**Architectural/ Engineering  
Consultant Supplemental Agreement**

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

PIN: \_\_\_\_\_ Municipal Contract No. \_\_\_\_\_

Agreement made this 27<sup>th</sup> day of August, 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 Terminal Amenities Upgrades**(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)

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<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"> <li>o 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.</li> <li>o 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.</li> <li>o 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</li> </ul>	<ul style="list-style-type: none"> <li>o 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.</li> <li>o Not to exceed the maximum allowable hourly rates of pay described in Attachment C of this Contract, all subject to audit.</li> <li>o Actual overtime premium portion of Direct Technical Salaries, all subject to audit and prior approval by the Sponsor.</li> </ul>	<ul style="list-style-type: none"> <li>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.</li> <li>o Bills are subject to approval of the Sponsor and Sponsor's Representative.</li> </ul>
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"> <li>o Negotiated Lump Sum Fixed Fee.</li> <li>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.</li> </ul>	<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>	

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<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"> <li>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.</li> <li>o Bills are subject to approval of the Sponsor and Sponsor's Representative.</li> </ul>
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"> <li>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.</li> <li>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.</li> <li>o For Reimbursable Direct Non-Salary Costs a multiple of <b>One</b> times shall be applied to the expenses incurred by the Consultant, the consultant's employees, or the sub-consultant not to exceed \$ <u>0</u>.</li> </ul>	
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	

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<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>400,000</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"> <li>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.</li> <li>o Bills are subject to approval of the Sponsor and Sponsor's Representative.</li> </ul>
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"> <li>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.</li> <li>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.</li> <li>o For Reimbursable Direct Non-Salary Costs a multiple of One times shall be applied to the expenses incurred by the Consultant, the</li> </ul>	

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<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 26.29<sup>1</sup>) 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.

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<sup>1</sup> <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

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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.

CM (12/16)

**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>Edward V Woods</u>
Date: _____	Date: <u>8/22/19</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 ALBANY

On this 28<sup>th</sup> day of August, 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 VOORHESVILLE, NY; 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.

Edward V. Kosinski  
\_\_\_\_\_  
Notary Public, Montgomery County, N.Y.

EDWARD V. KOSINSKI  
Notary Public, State of New York  
County of Montgomery  
No. 01-K04862617  
Commission Expires June 23, 2022

**ATTACHMENT A**

**Attachment A  
Project Description and Funding**

PIN: <u>N/A</u>	<i>Term of Agreement Ends: <u>December 31, 2020</u></i>
BIN: <u>N/A</u>	
<input type="checkbox"/> Main Agreement <input type="checkbox"/> Amendment to Agreement [#] <input checked="" type="checkbox"/> Supplement to Agreement [SA # 3]	
<i>Phase of Project Consultant to work on:</i>	
<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>	
<b>PROJECT DESCRIPTION:</b>	
<b>Contract No. 999-1, CM Project No. 119-004  Albany County Airport Authority Parking Garage  Albany County Airport Authority Terminal Amenities Upgrades</b>	
<i>Project Location:</i>	
<b>Town of Colonie  Albany County, New York</b>	
Consultant Work Type(s): See Attachment B for more detailed Scope of Services.	

<b>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:</b>
<b>\$ 400,000</b>



**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

ENGINEERS  
PLANNERS  
SURVEYORS



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 Terminal Amenities Upgrades  
Supplemental Agreement #1

Dear Mr. LaClair:

As requested, the following is a summary of the scope of work to be provided by Creighton Manning Engineering, LLP for the terminal improvements for the Albany County Airport Authority.

These contracts include:

Construction Contract 991-ES, Garage Escalator Replacement  
Construction Contract 991-GC, Concourse Renovations  
Construction Contract 991-P, Toilet Room Renovations and Miscellaneous Upgrades  
Construction Contract 991-R, Photovoltaic Panel System  
Construction Contract 991-W, Wayfinding

This supplemental agreement will continue to provide the services outlined in the original agreement for Contract No. 999-I, dated April 8, 2019 and in addition shall provide the following services:

- a. Perform daily progress monitoring of each Contractor's projected work and verified completed work.
- b. Maintain a comprehensive project record system for each contract. Records will be stored in the Procore Management System used for Contract 999-1.
- c. Review and Recommendation of Contractor's Application for Payment based on site observations and work performed according to contract documents.
- d. Assist the Authority in preparation of partial and final requests for reimbursement for State aid.
- e. Attend periodic job meetings with stakeholders and interested parties.
- f. This agreement shall not provide for construction inspection of the associated improvements nor shall it require any performance or documentation of special inspections required.

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,

A handwritten signature in black ink, appearing to read "Robert K. Remmers". The signature is fluid and cursive, with a long, sweeping tail that extends to the right.

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	\$ -			\$ 5,845	\$ 5,845
	Field	\$ -			\$ 99,776	\$ 99,776
<hr/>						
						\$ 105,622
Item IB, Direct Technical Salaries Premium Portion of Overtime (estimated) (subject to audit)		\$ -			\$ 2,866	\$ 2,866
Item II, Direct Non-Salary Cost (estimated) (subject to audit)		\$ -			\$ 547	\$ 547
Item II, Direct Non-Salary Cost (estimated) (Sub-Contractor Cost) (subject to audit)		\$ -			\$ -	\$ -
Materials Testing	\$ -					
Item IV, Overhead (estimated) (subject to audit)	Office (124%)	\$ -			\$ 7,248	\$ 7,248
	Field (115%)	\$ -			\$ 114,743	\$ 114,743
<hr/>						
						\$ 121,991
Item V, Fixed Fee (negotiated)		\$ -			\$ 27,764	\$ 27,764
Item II, Direct Non-Salary Cost (estimated) (Sub-Consultant Cost) (subject to audit)		\$ -	\$ -	\$ -	\$ 155,000	\$ 155,000
Ryan Biggs Clark Davis Engineering	\$ 40,000.00					
QCQA Testing Labs (SDVOSB)	\$ 75,000.00					
Atlantic Testing Labs	\$ 40,000.00					
<b>ITEM VI - Maximum Amount Payable</b>		\$ -	\$ -	\$ -	\$ 413,790	\$ 413,790

**Attachment C  
Salary Schedule**

**Creighton Manning Engineering, LLP**

**Construction Inspection Services - Contract No. 999-1  
Albany County Airport Authority**

Job Title	ASCE (A)	Average Hourly Rates				Maximum Hourly Rate			Overtime Category
	OR NICET (N) GRADE	Present 2019	Projected 2020	Projected 2021	Contract Midpoint	2018	2019	2020	
Engineer VIII	VIII (A)	\$ 76.00	\$ 76.00	\$ 73.50	\$ 76.00	\$ 74.50	\$ 76.00	\$ 76.00	A
Engineer VII	VII (A)	\$ 67.17	\$ 69.52	\$ 71.95	\$ 67.17	\$ 64.90	\$ 67.50	\$ 70.20	A
Engineer VI	VI (A)	\$ 67.17	\$ 69.52	\$ 71.95	\$ 67.17	\$ 64.90	\$ 67.50	\$ 70.20	A
Engineer V	V (A)	\$ 58.90	\$ 60.96	\$ 63.09	\$ 58.90	\$ 60.10	\$ 62.50	\$ 65.00	A
Engineer IV	IV (A)	\$ 46.20	\$ 47.82	\$ 49.49	\$ 46.20	\$ 49.23	\$ 51.20	\$ 53.25	B
Engineer III	III (A)	\$ 39.29	\$ 40.67	\$ 42.09	\$ 39.29	\$ 43.70	\$ 45.45	\$ 47.27	B
Engineer II	II/I (A)	\$ 31.91	\$ 33.03	\$ 34.19	\$ 31.91	\$ 37.14	\$ 38.63	\$ 40.18	B
Sr. Planner	V (A)	\$ 54.75	\$ 56.67	\$ 58.65	\$ 54.75	\$ 52.90	\$ 55.02	\$ 57.22	B
Planner	III (A)	\$ 42.56	\$ 44.05	\$ 45.59	\$ 42.56	\$ 41.12	\$ 42.76	\$ 44.47	B
Planner II	II/I (A)	\$ 29.06	\$ 30.08	\$ 31.13	\$ 29.06	\$ 28.08	\$ 29.20	\$ 30.37	B
Principal Engineering Tech IV	IV (N)	\$ 55.99	\$ 57.95	\$ 59.98	\$ 55.99	\$ 54.10	\$ 56.26	\$ 58.51	B
Engineering Technician IV	IV (N)	\$ 43.93	\$ 45.47	\$ 47.06	\$ 43.93	\$ 42.44	\$ 44.14	\$ 45.91	B
Engineering Technician III	III (N)	\$ 37.73	\$ 39.05	\$ 40.42	\$ 37.73	\$ 41.52	\$ 43.18	\$ 44.91	B
Engineering Technician II	II (N)	\$ 32.51	\$ 33.65	\$ 34.83	\$ 32.51	\$ 36.04	\$ 37.48	\$ 38.98	B
Engineering Technician I	I (N)	\$ 21.13	\$ 21.87	\$ 22.64	\$ 21.13	\$ 20.42	\$ 21.24	\$ 22.09	C
Principal Surveyor IV	IV (N)	\$ 55.99	\$ 57.95	\$ 59.98	\$ 55.99	\$ 54.10	\$ 56.26	\$ 58.51	B
Land Surveyor III	III (N)	\$ 42.83	\$ 44.33	\$ 45.88	\$ 42.83	\$ 41.38	\$ 43.04	\$ 44.76	B
Survey Crew Chief II (Office)	II (N)	\$ 30.55	\$ 31.62	\$ 32.73	\$ 30.55	\$ 29.52	\$ 30.70	\$ 31.93	C
Instrument Person (Office)	II (N)	\$ 30.55	\$ 31.62	\$ 32.73	\$ 30.55	\$ 29.52	\$ 30.70	\$ 31.93	C
Survey Crew Chief (Field)	II (N)	\$ 30.55	\$ 31.62	\$ 32.73	\$ 30.55	\$ 29.52	\$ 30.70	\$ 31.93	C
Instrument Person (Field)	I (N)	\$ 26.04	\$ 26.95	\$ 27.89	\$ 26.04	\$ 25.16	\$ 26.17	\$ 27.22	C
Instrument Person (Office)	I (N)	\$ 26.04	\$ 26.95	\$ 27.89	\$ 26.04	\$ 25.16	\$ 26.17	\$ 27.22	C
Instrument Person (Field)	II (N)	\$ 30.55	\$ 31.62	\$ 32.73	\$ 30.55	\$ 29.52	\$ 30.70	\$ 31.93	C
Inspector IV	IV (A)	\$ 56.58	\$ 58.56	\$ 60.61	\$ 56.58	\$ 60.10	\$ 62.50	\$ 65.00	C
Inspector IV	IV (N)	\$ 51.02	\$ 52.81	\$ 54.66	\$ 51.02	\$ 51.36	\$ 53.41	\$ 55.55	C
Inspector III	III (A)	\$ 40.72	\$ 42.15	\$ 43.63	\$ 40.72	\$ 40.66	\$ 42.29	\$ 43.98	C
Inspector III	III (N)	\$ 39.97	\$ 41.37	\$ 42.82	\$ 39.97	\$ 41.94	\$ 43.62	\$ 45.36	C
Inspector II	II (N)	\$ 28.79	\$ 29.80	\$ 30.84	\$ 28.79	\$ 30.90	\$ 32.14	\$ 33.43	C
Technical Typist	N/A	\$ 35.18	\$ 36.41	\$ 37.68	\$ 35.18	\$ 43.28	\$ 45.01	\$ 46.81	C

**NOTES**

Hourly rates shall not exceed those shown above or the current NYSDOT Maximum Allowable.

**OVERTIME POLICY**

Category A - No overtime compensation.

Category B - Overtime compensated at straight time rate.

Category C - Overtime compensated at straight time rate x 1.50.

Overtime applies to hours worked in excess of the normal working hours of 40 hours per week.

Prevailing Wage Rates - The difference between the required prevailing wage rate and the normal hourly rate is considered a direct cost:

Warren County		Prevailing Rate	Contract Mid-Point Rate	Difference	Payroll Additive	Total
Party/Survey Crew Chief (Field)	II (N)	\$ 36.53	\$ 56.58	\$ -	\$ -	\$ -
Instrument Person/Rod Person (Field)	I/II (N)	\$ 24.46	\$ 51.02	\$ -	\$ -	\$ -

Supplemental Benefits are also considered direct costs. The net benefit is the difference between required amounts and deductions made through existing plans (overhead):

Warren County		Prevailing Benefit	Normal Rate	Difference (Net)	Wage Adjustment	Payroll Additive	Total
Party/Survey Crew Chief (Field)	II (N)	\$ 23.75	\$ 3.80	\$ 19.95	\$ -	\$ -	\$ 19.95
Instrument Person/Rod Person (Field)	I/II (N)	\$ 23.75	\$ 3.16	\$ 20.59	\$ -	\$ -	\$ 20.59



**Attachment C**  
**Staffing Table**  
**Creighton Manning Engineering, LLP**  
**Construction Inspection/Support Staffing Table**

**Construction Inspection Services - Contract No. 999-1**  
**Albany County Airport Authority**

JOB TITLE	ASCE (A) OR NICET (N) GRADE		Construction Support	Construction Inspection			TOTAL HOURS THIS SHEET	2019 Rates	TOTAL DIRECT LABOR THIS SHEET
			8000	9000					
Engineer VIII	VIII	(A)					0	\$ 76.00	\$ -
Engineer VII	VII	(A)					0	\$ 67.17	\$ -
Engineer VI	VI	(A)	64				64	\$ 67.17	\$ 4,298.88
Engineer V	V	(A)					0	\$ 58.90	\$ -
Engineer IV	IV	(A)					0	\$ 46.20	\$ -
Engineer III	III	(A)					0	\$ 39.29	\$ -
Engineer II	II/I	(A)					0	\$ 31.91	\$ -
Sr. Planner	V	(A)					0	\$ 54.75	\$ -
Planner	III	(A)					0	\$ 42.56	\$ -
Planner II	II/I	(A)					0	\$ 29.06	\$ -
Principal Engineering Tech IV	IV	(N)					0	\$ 55.99	\$ -
Engineering Technician IV	IV	(N)	32				32	\$ 43.93	\$ 1,405.76
Engineering Technician III	III	(N)					0	\$ 37.73	\$ -
Engineering Technician II	II	(N)					0	\$ 32.51	\$ -
Engineering Technician I	I	(N)					0	\$ 21.13	\$ -
Principal Surveyor IV	IV	(N)					0	\$ 55.99	\$ -
Land Surveyor III	III	(N)					0	\$ 42.83	\$ -
Survey Crew Chief II (Office)	II	(N)					0	\$ 30.55	\$ -
Instrument Person (Office)	II	(N)					0	\$ 30.55	\$ -
Survey Crew Chief (Field)	II	(N)					0	\$ 30.55	\$ -
Instrument Person (Field)	I	(N)					0	\$ 26.04	\$ -
Instrument Person (Office)	I	(N)					0	\$ 26.04	\$ -
Instrument Person (Field)	II	(N)					0	\$ 30.55	\$ -
Inspector IV	IV	(A)					0	\$ 56.58	\$ -
Inspector IV	IV	(N)		727			727	\$ 51.02	\$ 37,091.54
Inspector III	III	(A)					0	\$ 40.72	\$ -
Inspector III	III	(N)		727			727	\$ 39.97	\$ 29,058.19
Inspector II	II	(N)		1168			1168	\$ 28.79	\$ 33,626.72
Technical Typist	N/A	N/A	4				4	\$ 35.18	\$ 140.72
<b>TOTAL</b>			<b>100</b>	<b>2622</b>		<b>0</b>	<b>0</b>	<b>2722</b>	<b>\$ 105,621.81</b>

**Attachment C**  
**Estimate of Direct Non-Salary Costs**  
**Construction Inspection**  
**Creighton Manning Engineering, LLP**

**Construction Inspection Services - Contract No. 999-1**  
**Albany County Airport Authority**

<b>1. Travel, Lodging and Subsistence</b>								<b>Sub-Total</b>
Per Diem -		0 days @	\$ 85.00 /day					\$ -
<u>Trips to</u>	<u>trips</u>	<u>miles per</u>						
On-Site	50	5	miles/trip	250	@	\$ 0.580	\$ 145.00	
Site	250	2	miles/trip	500	@	\$ 0.580	\$ 290.00	
		Total Mileage					\$ 435.00	
<b>TOTAL TRAVEL, LODGING, &amp; SUBSISTENCE:</b>								<b>\$ 435.00</b>
<b>2. Appia Software</b>								
		0 Licenses	\$ 2,000.00 /Year					\$ -
<b>3. Owner's Protective Insurance (Estimated)</b>								
		0 Years @	\$ 1,000.00 /year					\$ -
<b>4. Mailings</b>								
		7 Months At	2 Mailings/Mth	\$ 8.00 per mailing				\$ 112.00
 								<b>Total Direct Non-Salary Costs: \$ 547.00</b>



**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	Standard Hours Direct Labor	Overtime Premium
Engineer VI	VI	(A)	64	0	64	\$ 67.17	\$ 4,298.88	\$ -
Engineering Technician IV	IV	(N)	32	0	32	\$ 43.93	\$ 1,405.76	\$ -
Inspector IV	IV	(N)	664	63	727	\$ 51.02	\$ 37,091.54	\$ 1,607.13
Inspector III	III	(N)	664	63	727	\$ 39.97	\$ 29,058.19	\$ 1,259.06
Inspector II	II	(N)	1168	0	1168	\$ 28.79	\$ 33,626.72	\$ -
<b>TOTAL</b>			<b>2592</b>	<b>126</b>	<b>2718</b>		<b>\$ 105,481.09</b>	<b>\$ 2,866.19</b>

**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](http://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.

**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](http://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](http://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 3<sup>rd</sup> 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

*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*

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. 10.7**

**SELECTION/NEGOTIATIONS:**

**Professional Services:**

**Authorization to Negotiate Contract S-904  
with Greenman-Pedersen, Inc.  
(GPI) for Snow Removal Equipment Building  
Improvements at 130 Sicker Road Design and  
Construction Administration**

AGENDA ITEM NO: 10.7  
MEETING DATE: October 7, 2019

ALBANY COUNTY AIRPORT AUTHORITY  
REQUEST FOR AUTHORIZATION

**DEPARTMENT:** *Planning and Engineering* **ACAA Approved  
10/07/2019**  
**Contact Person:** *Stephen Iachetta, AICP, Airport Planner*

**PURPOSE OF REQUEST:**

**SELECTION/NEGOTIATIONS:**

*Professional Services: Authorization to Negotiate Contract S-904 with Greenman-Pedersen, Inc. (GPI) for Snow Removal Equipment Building Improvements at 130 Sicker Road Design and Construction Administration*

**CONTRACT AMOUNT:**

**Base Amount:** *Not Applicable*

**BUDGET INFORMATION:**

**Anticipated in Current Capital Plan:** Yes  No  NA   
**Funding Account No:** CPN 2290

**FISCAL IMPACT - FUNDING** (Dollars or Percentages)

Federal 90% State 5% Airport 5%  
**Term of Funding:** 2020-2022  
**Grant No. 3-36-0001-20 ; *NYS DOT PIN - 1A00.***

**JUSTIFICATION:**

*Authorization is requested to proceed with negotiations for professional engineering service Contract S-904 with Greenman-Pedersen, Inc. (GPI) of Albany as recommended by the ACAA Selection Committee among six qualified Request for Qualification responses received on September 26, 2019. The RFQ was widely advertised and each competitive engineering team proposal was deemed qualified; Greenman-Pedersen, Inc. had a higher point 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 Snow removal Equipment Storage Building Improvements. Award will be contingent on satisfaction of Federal DBE program compliance.*

**CHIEF EXECUTIVE OFFICER'S RECOMMENDATION:**

*Recommend approval.*

AGENDA ITEM NO: 10.7  
MEETING DATE: October 7, 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: Certification of Proposals Received; Proposal Received (with financials deleted); RFQ issued; Certified RFQ Response Table and Selection Committee Recommendation Memo.*

**Contract #S-904**

**Design Services for the Snow Removal Equipment Storage Building Improvements**

<b>Company Name</b>	C.T. Male	C&S Companies	GPI	Bergmann	SEI Design
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<b>Company Name</b>	CHA
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I, Bobbi Matthews, certify that this proposal acknowledgment is a true copy of the submittals received for the proposal (RFP) above.

Albany Airport Authority Purchasing Department

Bobbi Matthews  
Bobbi Matthews,  
Purchasing Agent

Sworn to before me this 26<sup>th</sup> day of September 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, 2023

September 26, 2019

Ms. Bobbi Matthews, Purchasing Agent  
Albany County Airport Authority  
Administration Building, Room 204  
Albany, New York 12211-1057

RE: Request for Qualifications | CONTRACT # S-904 Design Services for Snow Removal Equipment Storage Building Improvements

Dear Ms. Matthews:

GPI/Greenman-Pedersen, Inc. is pleased to submit this Statement of Qualifications to the Albany County Airport Authority for consideration to provide design and construction administration for the Snow Removal Equipment Storage Building Improvements project. GPI is very interested in supporting the Airport Authority and we are eager to demonstrate the value and services we offer our clients.

GPI is a multi-disciplinary engineering firm with over 50 years of providing professional experience. This includes success specializing in Building Systems and Site/Civil Engineering, Survey & Mapping, Construction Inspection, and Land Development as it pertains to the scope of work for this project. In addition to the disciplines already mentioned, GPI specializes in Bridge & Highway Engineering, Planning & Design, Environmental, GIS & Asset Management, Protective Coatings, Traffic Engineering, Water & Sewer, Underwater Engineering, and Training Development & Delivery. GPI maintains excellent relationships with reputable architectural and interior design firms with whom we team with regularly.

Our office is located on Wolf Road less than three miles from the Albany International Airport. This allows our team to quickly respond to the Airport Authority's needs.

- ✦ GPI will always faithfully represent the best interests of Albany County Airport Authority.
- ✦ GPI has the resources, experience and personnel to deliver this project on schedule and within budget.
- ✦ GPI takes no exceptions to the Scope of Work and is fully prepared to deliver these services.
- ✦ GPI will conduct all work in accordance with applicable Federal, State, and Local Laws & regulations.

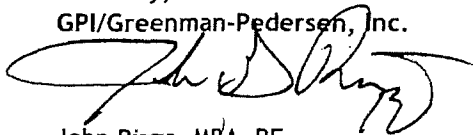
GPI is in receipt and acknowledges Addendum No. 1 dated September 16, 2019.

I appreciate the opportunity to submit this Statement of Qualification and I hope it clearly reflects our ability and enthusiasm to perform this important work for Albany County Airport Authority.

Should you have any questions please contact me at (518) 898-9539 / jrizzo@gpinet.com.

Thank you for your consideration.

Sincerely,  
GPI/Greenman-Pedersen, Inc.



John Rizzo, MBA, PE  
Vice President | Director of Building Engineering

## 5.0 CONSULTANT QUALIFICATIONS

### 5.1 BUSINESS BACKGROUND

**5.1.1 The number of years your firm has been in business under its present business name.**

Greenman-Pedersen, Inc. has been in business under our present business name for 53 years.

**5.1.2.1** Date of Incorporation or Organization: October 11, 1966

**5.1.2.2** State of Incorporation or Organization: New York

**5.1.2.3.1** President / CEO: Christer Ericsson

**5.1.2.3.2** Vice President: John Rizzo, PE<sup>1</sup>

**5.1.2.3.3** Secretary or Clerk: Michael Buoncore

**5.1.2.3.4** Treasurer: Michael Buoncore

**5.1.3 Has your firm ever failed to complete any contract awarded to you? If so, state when, where, and why.**

No.

**5.1.4 Has any officer or partner of your firm or the joint venture or members hereof, if applicable, ever been an officer or partner of another firm that failed to complete a contract? If so, state the circumstances.**

No.

**5.1.5 Respondents shall submit three (3) most recent past year's financial statements with their response. Audited financial statements are not mandatory. If respondent's firm does, however, have audited statements, please include a copy with your response.**

Financial Statements are included and attached following the Financial Information Form.

### 5.2 EXPERIENCE AND CAPABILITIES

**5.2.1 Recent experience on projects similar to the one being proposed. Identify previous client contacts with addresses and telephone numbers. Identify key personnel responsible for those projects.**

Attached is a list of previous projects with similar scope to the project proposed. Each contains client contacts and key personnel responsible for each.

**5.2.2 Ability to complete recent projects on time and within budget. To be qualified for consideration the Consultant must have successful experience in the application of its proposed methods and systems at a commercial airport of the size and nature of, or larger than, the Albany International Airport.**

GPI is confident our team is fully qualified and capable to complete this project on time and within budget. Our staff enjoys the challenges of resolving engineering issues that require innovative, yet practical cost-effective solutions. Our team is committed to offering quality engineering services working side by side with our clients, and therefore they continue to turn to GPI for engineering solutions. Our combined staff experience covers a wide variety of engineering disciplines allowing us to efficiently handle projects ranging in size and complexity, with individual construction budgets from \$5,000 to exceeding \$500 million.

With respect to the consideration of qualification having completed methods and systems at other commercial airports of similar size and nature as Albany International Airport, GPI has successfully completed work at multiple airports including John F. Kennedy International Airport, LaGuardia Airport, Newark Liberty International Airport, Orlando International Airport, St. Lucie Airport, Miami International Airport, Ft. Lauderdale Hollywood Airport, San Juan International Airport, Stewart International Airport, Palm Beach International Airport, Teterboro, and Baltimore-Washington International Airport to name a few. A variety of

<sup>1</sup> GPI has several Vice Presidents throughout our organization. For the purpose of this qualification submission, we are listing the Vice President who will be directly involved with this project. A full list of officers and directors can be provided upon request.



professional services performed include Structural Engineering, Bridges, Coastal & Marine, Environmental Services, Highway Engineering, Regional Planning, ROW Mapping, Site Planning & Land Development, Stormwater Management & Drainage, Traffic & Transportation, Survey, Design-Build, Construction Inspection, Aerial Photogrammetry, Interior Tenant Space Design, and MEP/FP.

**GPI has completed four projects located at Albany International Airport.** In 2015, GPI acquired Excel Engineering, P.C., one of the Capital District's prominent MEP/FP - focused consulting engineering firms, specializing in mechanical and electrical building systems design. The Excel acquisition allows for GPI-Albany to offer the full spectrum of engineering design services at one location. Below is a list of projects completed at Albany International Airport;

- **Albany International Airport – Renovations & Expansion of Hangar 211, Albany, NY.** In 2016, as a subconsultant to Petersen Architecture, GPI performed engineering services responsible for Plumbing, HVAC, Fire Protection and Electrical design of a new maintenance hangar and office space addition to existing maintenance hangar. New 17,000-ft<sup>2</sup> hangar was constructed to handle Q400 jets. The Hangar building was provided with motor-driven hangar doors, gas-fired overhead radiant source heating, fire alarm and foam fire suppression systems, and high efficiency high-bay LED light fixtures. The new 3,400-ft<sup>2</sup> Office wing connected the existing 16,000-ft<sup>2</sup> maintenance hangar with the new hangar, providing office spaces and locker facilities for Hangar workers.
- **Albany International Airport – Parking Structure, Connecting Bridge and Walkway, Albany, NY.** Responsible for Plumbing, HVAC, Fire Protection and Electrical design of a new five-story, 2,300-car parking structure and connecting bridge which included an expansion of the main structure one year later. The lighting for the facility consisted of a number of different high-intensity metal halide and fluorescent fixtures that help the Airport serve as the gateway to Albany County, as well as provide high general and accent light levels in response to the Owner's concern for security. The three pedestrian elevator towers and the new bridge that provides connection to the Airport Terminal are fully heated and air-conditioned. Lighting and HVAC equipment are centrally controlled from the Terminal's existing DDC control system. As part of the project, a new Revenue Control Building was designed to provide secure counting space, work room, break room, locker room and lavatory facilities for Airport staff as well as power and controls for vehicle access control for the Parking Structure. The Revenue Control building was provided with an emergency generator to maintain operations during power outages.
- **Albany International Airport – Control Tower Supplemental HVAC, Albany, NY.** Responsible for HVAC and Electrical design of supplemental heating and cooling for the airport's existing Control Tower. The existing cooling system serving the Control Cab was inadequate and the Airport desired an economical solution that would integrate into the space. Our design was to add three split systems with terminal cassettes installed in the ceiling distributing conditioned air to the Control Room with their remote condensing units mounted on the roof of the Control Tower.
- **Albany International Airport – HOV Lane / Control Shelter, Albany, NY.** Responsible for HVAC and Electrical design for a new shelter at the HOV Lane. The Airport desired a shelter to allow Taxi Dispatcher and travelers to rest comfortably while waiting for surface transportation. Our design included new high-efficiency LED lights, electrical infrared heating and a quiet, modern overhead ceiling fan. Power needed to be extended from a nearby electrical panel in the second floor of the parking structure.

We are confident our building engineering expertise coupled with our airport experience provides the qualified experience necessary to successfully complete this project.

**5.2.3 & 6.1.3 Availability of qualified personnel and necessary equipment to provide the services within schedule. Discuss current workload and percentage of resources available to this project.**

Our team is assembled based on both qualified experience and availability of each employee. All key personnel will be located out of our Albany office providing the Albany County Airport Authority with timely

response to project needs. GPI has several personnel with airport work experience and knowledge available for consulting within our organization should additional support be needed.

**5.2.4 Provide the name of your project manager and key members of your proposed team in an organizational chart which complements your project approach statement. Provide resumes of the above personnel indicating their education, experience and certification/registration(s).**

A project Organizational Chart along with Key Personnel Resumes are attached under Required Forms.

**5.2.5 Provide your Affirmative Action Policy Statement and evidence of compliance with Equal Employment Opportunity and Minority/Woman Owned Business Participation and Service Disabled Veteran Owned Business Participation goals on recent projects undertaken.**

**GPI's Affirmative Action Plan/Policy**

***A. Equal Employment Opportunity/Affirmative Action Policy***

It is and always has been the policy of GPI/Greenman-Pedersen, Inc. to provide equal employment opportunities to all persons without regard to their race, age, color, creed, marital status, ancestry, place of birth, citizenship, physical or mental handicap, military service record, religion, sex, sexual orientation, or national origin, and to promote the full realization of equal employment opportunity through a positive continuing program.

GPI is committed to a program of affirmative action aimed at ensuring equal opportunity and equal consideration are given to all applicants and employees in personnel actions, which include recruiting, hiring, selection for training, promotion, fixing rates of pay or other compensation, transfer, layoff, or termination in accordance with applicable federal, state, and local laws.

Through implementation of this policy, it is GPI's intention to provide full employment opportunities at all job levels for members of minority groups and for women through aggressive upgrading and recruiting actions.

It is GPI's policy to implement affirmative action programs by seeking personnel from minority groups and women for employment with GPI, and to provide encouragement and direction to staff to progress within the scope of each individual's capacity.

***B. Americans with Disabilities***

GPI endorses the concepts described in the Americans with Disabilities Act (ADA), which became law in 1992. GPI does not discriminate in hiring or in any other aspect of employment because a person has a disability.

***C. Minority/Women Business Enterprise (M/WBE) and/or Disadvantage Business Enterprise (DBE) Participation***

GPI typically partners with M/W/DBE firms for federal, state and at times non-federally or state funded transportation design and construction projects. For this project, GPI will utilize any necessary DBE firm to allow for GPI to achieve the applicable Federal, State and Local Regulations related to Minority and Women-Owned Business Enterprises (M/WBE) and Disadvantaged Business Enterprises (DBE).

**5.2.5.1 The percentage of work to be performed by MBE/WBEs and SDVOBs.**

GPI will meet or exceed the 7.4% DBE Goal through utilizing ELECSYS Engineering Group, PLLC (DBE) for the building and site power and lighting design and construction administration.

Atlantic Testing Laboratories (WBE) will provide subsurface soil investigations in support of the structural foundation/slab design.

Furthermore, Envision Architects (WBE) will provide architectural design and construction administration.

**ELECSYS Engineering Group, PLLC**, (DBE) will perform all electrical engineering and design as outlined in Section 3.0 Scope of Work. ELECSYS Engineering Group, PLLC is an electrical systems engineering design, integration and construction phase support services firm. Its partners are both Professional Engineers, licensed in the state of New York, and each have close to 15 years of experience, specializing in large scale industrial and transportation projects.

Established in 1967, **Atlantic Testing Laboratories** (WBE) has evolved into a full-service architectural and engineering technical support firm offering a comprehensive line of quality services. ATL's service areas include Subsurface Investigations, Geotechnical Engineering, Environmental Services, Special Inspections, Construction Materials Engineering and Testing, Pavement Engineering, Nondestructive Testing, Geoprobe Services, and Water-Based Investigations. Ten offices have been established throughout New York and one office in Pennsylvania to encompass a service area comprising the Northeastern United States.

**ENVISION Architects** is a team of talented professionals, creative thinkers, and thought-leaders who embody ENVISION's core values of vision, excellence and character. They are inspired by the inherent potential that design embodies for building, serving, and strengthening communities. Their passion for design and community is personified in their mission: Leading Design. Advancing Communities.

#### **5.2.6 & 6.2.3 Identification of knowledge of regulations and laws of New York State and County of Albany.**

GPI's design will comply with the laws and regulations of the State of New York, County of Albany, and Federal Laws and Regulations. These include but are not limited to the 2015 NYS Building Code, National Electric Code, NYS Energy Code, and applicable FAA Design and Engineering Standards.

#### **5.2.7.1 Certification of Professional Registration in the State of New York.**

GPI is a licensed engineering company of New York State. A copy of our certificate is attached.

#### **5.2.7.2 Certification of required insurance as specified in the proposed Agreement.**

A completed, signed, and notarized INSURANCE REQUIREMENT AFFIDAVIT by our insurance agent is provided under the required forms section of this statement of qualifications.

## **6.0 CONTRACTOR'S RESPONSE**

### **6.1 PROJECT APPROACH**

#### **6.1.1 Demonstration of knowledge and understanding of the Scope of Services and the current environment in which services will be performed.**

Having successfully designed site/civil, structural and MEP/FP systems for vehicle and heavy equipment storage buildings, GPI understands all aspects of the scope of services for this project. That includes experience with and understanding of: boundary limitations, site planning, environmental impacts, permitting, designing for unique site soil conditions, heavy duty reinforced concrete slab design, site drainage, specifying pre-engineered metal building systems, and energy efficient lighting and mechanical system design.

We also understand and are experienced with designing projects on an expedited project schedule and are committed to meeting the project's schedule requirements.

**6.1.2 Based upon the specified scope of services, provide a work program to satisfy the requirements of the Authority. Explain the approach to be utilized in accomplishing the work required within the time frame permitted.**

The following is a Project Schedule outline showing our anticipated milestones toward completion of the project. To maintain this project schedule, GPI will implement regularly scheduled internal design team and client meetings.

Task	Duration
Contracting & Notice to Proceed	October 2019
Architectural Programming	October 2019
Geotechnical Investigations	October 2019
Boundary Investigations/Supplemental Survey	October 2019
Preliminary Site Plan	November 2019
Site Plan Review	Late November 2019
Specify Pre-engineered Metal Building	November 2019
Develop Schematic Site Lighting Plan	November 2019
Coordinate with National Grid for Electrical Service Upgrades	November 2019
Develop Schematic MEP systems	November 2019
Foundation and Slab Design	November 2019
Schematic Design Submission	Early January 2020
Review of Schematic Design with Albany Airport Authority	Mid-January 2020
Bring Design Documents to 100% Level and submit for review	Early March 2020
Incorporate comments and submit final documents	Late March 2020
Bid Assistance	April 2020
Construction Phase Services	May-December 2020

**6.1.4 Identify any potential problem areas and proposed mitigation.**

We understand that the Albany area soils present unique challenges for heavy duty slab installations. Having previously designed these systems, we have utilized strategies including the use of ground improvement techniques to improve the soil load bearing capabilities and minimizing settlement.

**6.1.5 State the level of priority this project will have within the firm from project commencement to completion.**

GPI is truly excited to be a part of this project for the Airport Authority and we are committed to providing the necessary staffing to meet the schedule. Our firm has over 300 building and site design professionals in the northeast. We are ready and able to assemble the staff needed for this project.

## 6.2 CERTIFICATIONS

### 6.2.1 **Incorporation or license to conduct business in the State of New York.**

Greenman-Pedersen, Inc. is a corporation organized under the laws of the State of New York.

### 6.2.2 **Understanding of and agreement with, the sufficiency of the specified scope of services to achieve the Authority's objectives**

The scope and objectives of the project are clearly defined within the S-904 Request for Qualifications.

### 6.2.5 **Evidence of availability of, or the intent to procure, required insurance as specified, in the attached Contractual Agreement. Respondents shall complete and submit the Insurance Requirement Affidavit, as attached.**

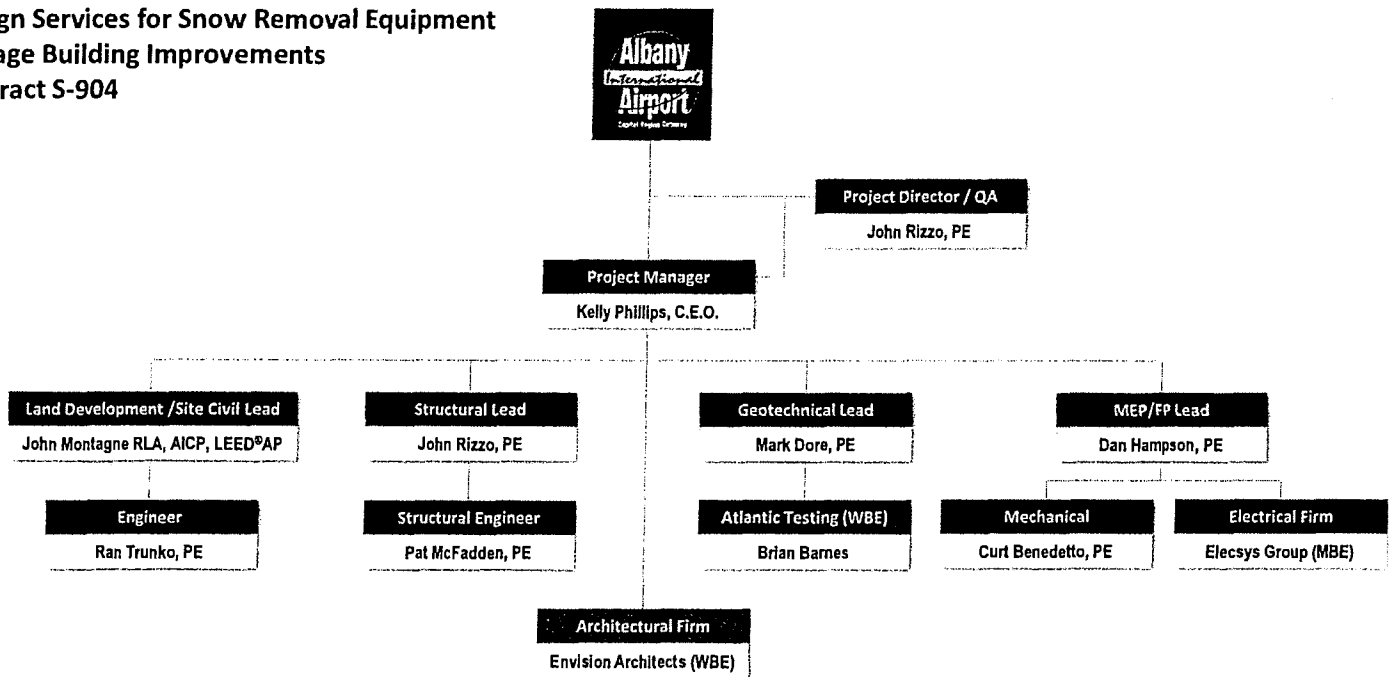
A completed, signed, and notarized INSURANCE REQUIREMENT AFFIDAVIT by our insurance agent is provided under the required forms section of this statement of qualifications.

# PAST EXPERIENCE

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- *Project Organizational Chart*
  - *Key Personnel Resumes*
  - *Project Profiles*

**Design Services for Snow Removal Equipment  
Storage Building Improvements  
Contract S-904**



**John G. Rizzo, MBA, PE**

Vice President | Director of Building Engineering

**PROPOSED PROJECT****ASSIGNMENT: Project Director / QA / Structural Engineer****EDUCATION:***MBA/2010/High Tech; Engineering**BS/1993/Civil Engineering**AS/1991/Engineering Science***REGISTRATIONS/CERTIFICATIONS:***2013/Professional Engineer/PA**2013/Professional Engineer/MI**2013/Professional Engineer/OH**2013/Professional Engineer/TX**2000/Professional Engineer/NY**2015/Transportation Worker Identification**Credential (TWIC) background security approval/National**2017/Safety Assessment Program Evaluator -**California Emergency Management Agency (Cal EMA)**2001/Certified Team Leader - NYSDOT Bridge Inspection***YEARS WITH FIRM: 25****TOTAL YEARS EXPERIENCE: 25****PROFESSIONAL AFFILIATIONS:***American Institute of Architects (AIA)**American Institute of Steel Construction (AISC)**American Society of Civil Engineers (ASCE)**Building Owners & Managers Association (BOMA)**Commercial & Industrial Real Estate Brokers (CIREB)**International Code Council (ICC)**Structural Engineering Institute (SEI)**U.S. Green Building Council (USGBC)***Professional Profile**

Mr. Rizzo leads the Building Engineering Department in the GPI Albany office and has obtained wealth of structural engineering experience throughout his career and is active in multiple engineering and architectural related professional organizations. Mr. Rizzo has worked and led a variety of structural projects throughout NY, NJ, PA, MI, OH, TX, MD, FL, TN, and VT. He has performed and directed design and construction management for a numerous public and private clients including K-12 and Higher-Ed clients; New York State Department of Environmental Conservation (NYSDEC), New York State Construction Fund (SUCF), SUNY at Albany, the New York State Office of General Services (NYSOGS), the New York State Thruway Authority (NYSTA), New York City Department of Transportation (NYCDOT), New York State Bridge Authority (NYSBA), Delaware River Joint Toll Bridge Commission (DRJTBC), Florida Department of Transportation (FDOT), Vermont Agency of Transportation (VTrans), Hudson Valley Community College (HVCC), Rensselaer Polytechnic Institute (RPI), SUNY Buffalo, SUNY Potsdam, University at Albany, Siena College, Schenectady County Community College (SCCC), and various counties of New York including Essex, Saratoga, Fulton, Rensselaer, Orange, Greene, Schoharie, Albany, Schenectady, Putnam, Ulster and Sullivan Counties. Mr. Rizzo's experience also extends into the commercial/retail and industrial industries, including multifamily housing, hotels, and residences.

**Project Experience**

**Big Lift Warehouse, Port of Albany, NY.** 2018-2019. Project Director. GPI provided professional engineering services as prime consultant responsible for providing full service planning and engineering services for the construction of a new 45,000-ft<sup>2</sup> warehouse at the Port of Albany. The building will be approximately 225-ft x 200-ft, single story, clear span steel frame structure. The scope of GPI's work included all site, civil, survey, mechanical, electrical, plumbing, fire protection, structural, geotechnical and associate rail engineering for all phases of the project.

**Afrims Sports Center, Latham, NY.** 2018-2019. Project Director/Principal Structural Engineer, GPI provided professional structural, electrical, plumbing and fire protection engineering services for Afrim's new corporate headquarters and corporate support building for the inflated sports dome. Services included preliminary engineering, final design, and construction support for a 100-ft x 50-ft, 2-story support building with commercial kitchen, restaurant, shower facilities and office spaces. The building is connected to the inflated sports dome via a 1-story connector. Mr. Rizzo was responsible for reviewing the technical design and prepared construction documents for the project in addition to answering questions during construction. The building structural system consisted of steel framed columns and beams, engineered lumber, stick framing, pre-engineered wood trusses, and wood shear walls. The foundation consisted of reinforced concrete and a concrete slab-on-

grade. The building's roof framing was designed to support the increased weight of snow pack that slid off the inflated dome onto the building roof.

**Buckeye Fuel Oil Terminal – Tank Foundation Geotechnical Study, Albany, NY.** 02/17+. Project Director/Contract Manager. GPI provided Professional Geotechnical Engineering Services by evaluating the existing soil conditions under the proposed loading of an aboveground, 10,000-gal asphalt tank that was to be supported on existing concrete pier foundations at the Buckeye Fuel Oil Terminal in the Port of Albany, NY. The foundations originally supported an aboveground, 8,000-gal tank, but due to the known varying soil conditions that are prominent throughout the site combined with the 25% increase in load, the owner contracted GPI to coordinate soil boring operations near the foundation and to evaluate the in situ soils to determine the allowable soil bearing capacity and settlement potential under the proposed loading conditions. GPI coordinated boring operations with a local drilling company, provided oversight during field operations and presented the finding and our recommendations in a summary report that was later used by the facility as the basis of design.

**RPI - 2019-2021 Engineering Services Blanket Purchase Order.** 2019+. Term Contract Director/QA. Under this agreement GPI/Greenman-Pedersen, Inc. will provide Campus-Wide On-Call professional engineering and construction services as prime consultant to Rensselaer Polytechnic Institute (1/1/19 to 12/31/2021). GPI provided appropriately skilled technical staff to address items related to the Campus' existing and future infrastructure. The projects anticipated under this blanket agreement will vary in scope and magnitude including issues with existing infrastructure elements; condition assessments and analysis, code review, and investigatory and forensic studies of existing deteriorated/failed conditions. Professional services may also include developing long-term durable engineering solutions, designs for minor alterations and additions and independent reviews on behalf of RPI.



**Kelly Phillips, C.E.O.**

Project Engineer / Code Enforcement Official

**PROPOSED PROJECT ASSIGNMENT:** Project Manager / Certified Code Official

**EDUCATION:**

AAS/2005/Civil Engineering Technology

**REGISTRATIONS/CERTIFICATIONS:**

2016/Code Enforcement Official/NY

2018/ICC Certified Property Maintenance & Housing Inspector

**YEARS WITH FIRM:** 10

**TOTAL YEARS EXPERIENCE:** 23

**Professional Profile**

Ms. Phillips has 23+ years of experience in engineering design, including project management. Her experience includes building analysis, programming and design, construction drawing preparation, and coordination with contractors and architects. Her background expands into the use of various building materials, i.e. concrete, steel, wood and masonry. In addition to serving as a structural engineer, she is a NYS Certified Code Enforcement Official (C.E.O.) and is proficient with interpreting the 2015 NYS Building Code / 2015 International Building Code. Ms. Phillips is proficient in AutoCAD, RISA 3D, Enercalc and REVIT Structure.

**Project Experience**

**New York Power Authority St. Lawrence River Massena Intake Structure, Massena, NY. 09/18-12/19.** Specification Writer/Designer. GPI provided professional engineering services for the final design of the roadway reconstruction design documents at the New York Power, St. Lawrence River, Massena Intake Structure.

GPI advanced the design development documents to final design level documents by performing a quality assurance peer review, preparing the technical design of structural corbels that support the DOT approved guard railing systems and light standards as well as the technical design of piping support brackets and drainage systems. GPI also performed a peer review of the Maintenance and Protection of Traffic plan, electrical system design for roadway lighting, technical specifications and overall constructability review. The design work concluded with the final preparation of contract drawings, technical specifications, schedule of values, opinion of probably construction cost and design computations.

Following design, GPI provided on-call bid phase support and construction administration services by answering bidder's questions, addressing field changes, reviewing contractor submittals, responding to RFIs, and assisting the client by reviewing construction report and technical consultation as requested.

**Albany Port District Commission - Geotech Study, Albany, NY.** Engineering Tech. & Report Writer. GPI provided professional engineering services as prime consultant responsible for geotechnical engineering evaluation of existing soils at two proposed storage sites at the Port of Albany in the City of Albany NY. The Port Authority intended on repurposing two areas of the site to serve as heavy storage areas for two 550-ton Liebherr Mobile Harbor Cranes and twelve large General Electric generator units each weighing 630,000-lbs. The purpose of GPI's investigation was to determine if the existing soils conditions at the site can adequately support the proposed heavy loading of the equipment. The soils will also be evaluated to support the proposed loading of a 100' x 100' truss arched superstructure. As the prime consultant, GPI directed the subsurface boring operations performed by SJB Services of Albany, NY. GPI's geotechnical and structural engineers evaluated the soil samples and boring logs, determined the proposed loading conditions, evaluated the allowable load carrying capabilities of the existing soils, calculated anticipated settlement and prescribed the necessary soil improvements to provide adequate support to the stored equipment. Following the field work and engineering evaluations, GPI's findings and recommendations were presented in a comprehensive investigative report.

**NYSOGS Willard Drug Treatment Center, Repair Foundation, Sunnycroft Building No. 44.** Project Manager/Structural Engineer. Performed the full structural condition evaluation of this two-story load bearing brick masonry and timber frame structure, totaling  $\pm$  80,000-ft<sup>2</sup>. The structure is experiencing varying degrees of deterioration; longitudinal cracks through multiple floors at the corners of the structure, outward bowing walls, joint failure in the foundation walls, water infiltration. Following completion of the fieldwork, GPI prepared a program report that documents the findings and establishes a prioritized scope of work that the DOCCS used to define a construction contract. Based on the recommendations of the program report, contract documents were prepared for the brick wall repair and replacement, wall stabilization, foundation repair and resetting and repair of interior brick arches in the basement. GPI also provided bid phase support and is currently providing construction phase services.

**Luxury Apartments at 82 North Pearl Street, Albany, NY.** Code Compliance Reviewer. GPI provided professional structural engineering services as the prime consultant responsible for preparing a structural condition assessment report and as-built framing plans for the 11,000-ft<sup>2</sup>, four-story, brick masonry, wood and steel framed building at 82 North Pearl Street, Albany NY. The project included the full renovation of the 2nd, 3rd and 4th floor from office space to luxury apartments. The 2nd and 3rd floors were to be converted into 2-unit apartments, 1,375-ft<sup>2</sup> each, and the entire 4th floor was to be converted into a single unit, 2,750 SF apartment while the first floor of the building remained as commercial occupied space. The purpose of the initial structural investigation was to evaluate the condition of the building, define the structural load path and establish the level of alterations to the structural system that were necessary to perform the space conversion.

**GPI**

**Daniel Hampson, PE**

Vice President | Director of MEP/FP Engineering

**PROPOSED PROJECT  
ASSIGNMENT: MEP/FP Lead****EDUCATION:***BSME/1982/Mechanical Engineering***REGISTRATIONS/CERTIFICATIONS:***1987/Professional Engineer/NY**2001/Professional Engineer/MA**2012/Professional Engineer/CT**2013/Professional Engineer/VT**2014/Professional Engineer/NJ***YEARS WITH FIRM: 27****TOTAL YEARS EXPERIENCE: 37****PROFESSIONAL AFFILIATIONS:***American Society of Heating, Refrigeration &  
Air Conditioning Engineers**National Fire Protection Association***Professional Profile**

Mr. Hampson has 37+ years of professional experience in HVAC, plumbing and electrical systems design and project management for educational, commercial, health care, institutional and industrial projects, as well as five years' experience working in the construction industry. In addition to the review of all mechanical and electrical engineering design, Mr. Hampson's responsibilities include project design and management, oversight of GPI's MEP engineering departments, quality control, and marketing. His versatile design solutions consistently match the appropriate systems with the specific needs and budget of each client.

**Project Experience**

**Albany International Airport – Parking Structure, Parking Structure, Connecting Bridge and Walkway, Albany, NY.** Responsible for Plumbing, HVAC, Fire Protection and Electrical design of a new five-story, 2,300-car parking structure and connecting bridge which included an expansion of the main structure one year later. The lighting for the facility consisted of a number of different high-intensity metal halide and fluorescent fixtures that help the Airport serve as the gateway to Albany County, as well as provide high general and accent light levels in response to the Owner's concern for security. The three pedestrian elevator towers and the new bridge that provides connection to the Airport Terminal are fully heated and air-conditioned. Lighting and HVAC equipment are centrally controlled from the

Terminal's existing DDC control system. As part of the project, a new 1,300-ft<sup>2</sup> Revenue Control Building was designed to provide secure Counting space, Work Room, Break Room, Locker Room and Toilet facilities for Airport staff as well as power and controls for vehicle access control for the Parking Structure. The Revenue Control building was provided with an emergency generator to maintain operations during power outages.

**Albany International Airport – Renovations & Expansion of Hangar 211, Albany, NY.** Responsible for Plumbing, HVAC, Fire Protection and Electrical design of a new maintenance hangar and office space addition to existing maintenance hangar. New 17,000-ft<sup>2</sup> hangar was constructed to handle Q400 jets. The Hangar building was provided with motor-driven hangar doors, gas-fired overhead radiant source heating, fire alarm and foam fire suppression systems, and high efficiency high-bay LED light fixtures. The new 3,400-ft<sup>2</sup> Office wing connected the existing 16,000-ft<sup>2</sup> maintenance hangar with the new hangar, providing office spaces and locker facilities for Hangar workers.

**Albany International Airport – Control Tower Supplemental HVAC, Albany, NY.** Responsible for HVAC and Electrical design of supplemental heating and cooling for the airport's existing Control Tower. The existing cooling system serving the Control Cab was inadequate and the Airport desired an economical solution that would integrate into the space. Our design was to add three split systems with terminal cassettes installed in the ceiling distributing conditioned air to the Control Room with their remote condensing units mounted on the roof of the Control Tower.

**Albany International Airport – HOV Lane / Control Shelter, Albany, NY.** Responsible for HVAC and Electrical design for a new shelter at the HOV Lane. The Airport desired a shelter to allow Taxi Dispatcher and travelers to rest comfortably while waiting for surface transportation. Our design included new high-efficiency LED lights, electrical infrared heating and a quiet, modern overhead ceiling fan. Power needed to be extended from a nearby electrical panel in the Second Floor of the Parking Structure. *Client: Albany County Airport Authority; Contact: John O'Donnell, Chief Executive Officer, jodonnell@albanyairport.com*

In addition to the projects listed above, Mr. Hampson has many years of experience working in various central school districts, colleges and universities, hospitals, health care facilities, residential, and private/commercial buildings. Mr. Hampson was the Owner of Excel Engineering, who joined our team in 2015 bringing GPI's Albany office experts in mechanical and electrical building systems design.

**Most of the projects Mr. Hampson completed are located within Albany County, demonstrating knowledge of the regulations and laws of New York State and the County of Albany.**

## John Montagne, RLA, AICP, LEED®AP

### Vice President | Director of Land Development

**PROPOSED PROJECT ASSIGNMENT:** Land Development / Site Civil Lead

#### EDUCATION:

1988/MS/Landscape Architecture/SUNY  
College of Environmental Science & Forestry  
and Syracuse University

1985/BS/Landscape Architecture/State  
University of Kentucky

#### REGISTRATION/CERTIFICATIONS:

Registered Landscape Architect, CT, LAR.717,  
1993

Registered Landscape Architect, NY, 001245-1,  
1990

Certified Planner, American Institute of Certified  
Planners #073605

Council of Landscape Architectural Registration  
Boards #1654

Leadership in Energy and Environmental Design -  
LEED®AP 2009

Graduate PSMJ Project Management Boot  
Camp, Fall 2010

**YEARS WITH FIRM: 7**

**TOTAL YEARS EXPERIENCE: 34**

#### PROFESSIONAL AFFILIATIONS:

Society of Landscape Architects

#### Professional Profile

Mr. Montagne is an accomplished Landscape Architect, AICP Certified Planner and LEED® Accredited Professional with extensive experience in landscape architecture, planning, environmental review and land development. He is a solid senior manager with a proven track record of completing projects on or under budget and on time. He is a strong leader with the ability to create cohesiveness within teams, possessing motivational skills to drive results in team and individual staff performance. He has a proven ability to build strong relationships using negotiation talent, persuasion and demonstrated commitment. He is an effective decision-maker and problem-solver who successfully built a regional office practice for an ENR 400 firm, organized and managed numerous multi-million-dollar projects in a diverse range of high end, often controversial projects. His planning and design experience include corridor studies, streetscape improvements, LID practices, sustainable stormwater management practices, infrastructure management systems, wetlands mitigation design and permitting, visual and noise impact analysis/mitigation and NEPA/SEQRA work.

#### Project Experience

**Hudson International Business Center, Montgomery, NY.** Senior Designer and Client Manager. Responsible for the planned Hudson International Business Center (HIBC) business park located in close proximity to Stewart International Airport and US Interstates 84 & 87 in the Town of Montgomery, Orange County, NY. The HIBC project consists of 1.5M-ft<sup>2</sup> of flex space within five buildings designed to accommodate demand for warehousing that has been stimulated by the Stewart International Airport's cargo transportation business.

A full range of services were coordinated to support the HIBC project including engineering design, ecological, environmental, landscape architecture, planning, survey, and transportation services as the site presents several environmental conditions that influenced the site design. The site is comprised of 281± acres of cultivated crop fields, forested areas, wetlands, streams, critical habitat for species of special concern, and a variety of cultural resources related to past agricultural uses of the site. Due to the sensitive nature of these on-site elements great effort was placed into developing sustainable design components to create a clustered lot layout that minimizes site disturbance and avoided the most environmentally significant/sensitive areas.

The project included the establishment of restrictive covenants to protect over 190± acres of open space and ecological features.

As the lead planning/site design consultant on this project, responsibilities included overseeing and completing technical studies and designs as well as coordinating the preparation of both Draft and Final Environmental Impact Statement in compliance with the NYS SEQRA regulations. Studies included a geotechnical site assessment, traffic impact study, ecological assessment, water and wastewater engineering reports, visual impact analysis, noise analysis, groundwater well investigation, wetland delineation, a fiscal impact analysis, a master storm water pollution prevention plan, wetland mitigation plans, and a complete set of site plan documents for the project. Also, completed the design and detailing for a Wetland Mitigation Plan to establish 6.85 acres of new wetland habitat on the project site to compensate for a 2.9-acre impacts federal wetlands. Wetland Mitigation Plan included a characterization study of existing on-site wetlands in an attempt to create a quality wetland habitat that closely mirrors the community structure of the impacted wetlands utilizing native vegetative species found on the site.

**NYS OHS State Preparedness Training Center, Whitestown, NY.** Principal-in-Charge. The NYS Office of General Services transformed the former Oneida County Airport into a state of the art Preparedness Training Center operated by the NYS Office of Homeland Security. Key design elements within the project include re-vamped vehicular and pedestrian circulation systems, a student courtyard and gazebo, entry and memorial plazas, security systems and access control, and natural landscape barriers. Sustainable site design elements included storm water bioretention areas to capture and treat parking area runoff, the use of earthen berms and native stone and plant materials in place of metal fencing for perimeter security, and the use of LED lighting throughout the site.

**Facility Entrance Upgrades.** Principal-in-Charge, in 2008, the NYSOGS retained 'consultant' to complete a Program Report for entrance upgrades at the Oneida County Airport site initiate the redevelopment plans at the SPTC. Site entrance improvements were developed from a series of design workshops with the Project Team where alternative concepts were reviewed and discussed, thereby narrowing alternatives to a preferred conceptual plan. The concept design provided alternative hardscape features for consideration and selection during design development, including specific types of security barriers, controls and site lighting. The layout of the entrance improvements and site modifications was the consensus of the Project Team. Prepared a Program Report summarizing the design improvements with alternative security measures to be implemented with an order of magnitude project cost. Completed the final construction documents for the three-phase project and includes significant pavement rehabilitation, new parking lot/roadway configurations, way finding signage directing staff and students to points of interest within the center as well as significant stormwater management system upgrades. *Client: New York State Office of General Services*

**Curtis Benedetto, Jr., P.E.**

Assistant Vice President | Mechanical Engineer

**PROPOSED PROJECT****ASSIGNMENT:** Mechanical Engineer**EDUCATION:***BS/2006/Mechanical Engineer***REGISTRATIONS/CERTIFICATIONS:***2011/Professional Engineer/NY**2017/Professional Engineer/DE**First Aid/CPR Certified***YEARS WITH FIRM: 14****TOTAL YEARS EXPERIENCE: 14****Professional Profile**

Mr. Benedetto is a Mechanical Engineer at GPI with 14+ years working on a variety of projects. He has taken an increasingly active role in project design and coordination. Mr. Benedetto has taken on the leadership role on numerous major healthcare, commercial, educational, and institutional projects.

**Project Experience**

**Schenectady Little league – Condition Evaluation & Planning, Schenectady, NY. 07/19-08/19.** Mechanical Engineer. GPI provided structural, mechanical, electrical and plumbing engineering services at the Schenectady Little League facility located at the intersection of Rutgers Street and Michigan Avenue in Schenectady NY. GPI conducted a condition evaluation of the structural and MEP building systems including programming recommendations to renovate the existing two-story, masonry and wood framed concession stand structure. The building houses the league administration office, announcer's booth, concession stand,

locker room, and public bathrooms. The purpose of the assessment was to provide the City with a professional opinion regarding the necessary improvement to bring the building into code compliance. The proposed renovation was in support of a community revitalization effort to bring Little League Baseball back to the neighborhood. The evaluation and reporting were completed in less than 10 business days from the notice to proceed by the client.

**Bunn Creek Animal Hospital, Albany, NY. 07/2019.** Project Manager / HVAC Engineer. As a subconsultant to AND Architecture, GPI is providing full MEP, Structural and Site/Civil Design documents for a new 4,000 square foot Animal Hospital in Perth, NY. The Building shall be slab-on-grade, wood frame construction with pre-engineered wood trusses, a low-slope gable or shed roof and wood framed canopy at the main entrance. A rooftop HVAC unit shall provide heating, ventilation and cooling to the building spaces. A new water service shall be provided for domestic water. Building plumbing fixtures shall be connected to a site septic system.

**Market 32, Lenox Store #233, Lenox, MA. 05/19-11/19.** Project Manager / Mechanical Engineer. GPI was responsible for the MEP/FP design for Golub Corporation and their conversion of an existing Price Chopper, to a Market 32 branded store. Coordination of the new branding, store layouts and owner provided equipment is essential to the project success.

**Albany County Civic Center, Albany, NY. \$19.6M** project to enclose the front entry to provide a comfortable year-round area for patrons to gather before arena events. The space provides a place where vendors can set up for informal gatherings independent of arena events. A new façade was created with large LED displays to inform the public of upcoming events, while presenting a fresh new look. Providing HVAC systems were a challenge which had to include an emergency smoke evacuation system.

**Baseball Hall of Fame, Cooperstown, NY.** Upgrades to the front entrance including a new hydronic snowmelt system.

**Saratoga Bridges Administration, Ballston, NY.** New 3-story, 30,000 ft<sup>2</sup> building utilizing geothermal heat pumps & heat recovery units.

**Hudson Park Baseball Training Facility, Hudson, NY.** Phase 1 of new facility for teenagers included 3 new 14,000 ft<sup>2</sup> dorms, a new 7,000 ft<sup>2</sup> camp bunkhouse, new tower buildings with viewing area, concession stands & storage, 5 lighted ball fields, lighted parking areas.

**Church of the Holy Spirit, Cortlandt Manor, NY.** New HVAC systems, lighting & power upgrades & plumbing renovations.

**Emergency Call Center, Rensselaer, NY.** \$21M upgrade to the counties 911 dispatch center complete with new HVAC systems, N+1 redundant cooling systems for data and radio equipment room, lighting & power upgrades & plumbing renovations.

**Monument Square Apartments, Troy, NY.** Complete renovation to a 7-story apartment building built in 1906 with 89 individual units. New HVAC systems included heat recovery for ventilation and ground-source geothermal for heating and cooling.

**Hudson Valley Community College (HVCC) Nursing Labs Renovation, Troy, NY. 08/9/18-08/06/18.** Project Manager / Mechanical. The scope of work included the renovation of Fitzgibbons Hall expanding the College's Nursing Program and allowing more students to attend Labs as well as creating a Computer Classroom & Student Lounge. GPI's work included revisions to existing HVAC, Plumbing and Electrical systems, and structural engineering review of the College's desire to add screening of rooftop units serving the adjacent Science Center.

## Mark Dore, PE

### Construction Services

#### PROPOSED PROJECT ASSIGNMENT: Geotechnical Lead

#### EDUCATION:

1975/BSCE/Civil Engineering

#### REGISTRATIONS/CERTIFICATIONS:

1985/NY/Professional Engineer#062067

ACI Concrete Field Testing Tech I

YEARS WITH FIRM: 4

TOTAL YEARS EXPERIENCE: 44

#### PROFESSIONAL AFFILIATIONS:

American Society of Civil Engineers

ASCE: Hudson-Mohawk Chapter, former  
Geotechnical Chair

Highway Geology Symposium: Steering  
Committee Member

Theta Chi Fraternity: Delta Chapter Alumni  
Board, Vice President

#### Professional Profile

Mr. Dore is a solution-based PE civil engineering leader with over 44 years of office and field experience in engineering design, construction, staff and project management, contract development and resolution. He developed expertise and thoroughness via interpersonal skills to establish effective communications within multi-disciplined organizations, client agencies, consultants, and executive staff. His career highlights include innovative technical and contractual procedures for large site development and remedial projects, restore struggling remediation program to success, develop and present numerous seminars on varied topics to wide range of audiences, assist FEMA in evaluation of numerous disaster sites, demonstrate leadership qualities to motivate staff and mentor new employees and interns. He is experienced in environmental remediation, construction management, geotechnical engineering, document review of project drawings and specifications including civil and foundation work, geotechnical requirements, field assessment, and analysis.

#### Project Experience

**Albany Port District Commission – Big Lift Warehouse, Albany, NY. 01/17-08/18.** Geotechnical Services/Resident Engineer. GPI is providing professional engineering and construction services, as prime consultant, responsible for providing full service planning and engineering services for the construction of a new 50,000-ft<sup>2</sup> warehouse at the Port of Albany. The building will be approximately 250-ft<sup>2</sup> x 200-ft<sup>2</sup>, single story, clear span steel frame structure. The scope of GPI's work included all site, civil, survey, mechanical,

electrical, plumbing, fire protection, structural, geotechnical and associate rail engineering for the Phase 1, programming and planning efforts. As Resident Engineer, he was responsible for supervising all technical aspects of this project, including the planning, coordination, schedule, and implementation of this project. He maintains first-level quality assurance to confirm the installation of all work within his discipline is in accordance with the plans, specifications, and industry standards. He ensures tests and inspections are performed, witnessed, and documented in accordance with approved procedures.

**NYS Office of General Services (Term SC729 / M3129) – Rehabilitate Perimeter Road - Hudson Correctional Facility, Hudson, Columbia County, NY. 06/19.** Project Manager. Under a 5-year statewide engineering term contract, GPI provided geotechnical engineering services to stabilize and existing access road at the Hudson Correctional Facility. During period of heavy rain, the roadway shoulder embankments began to fail causing longitudinal cracks and settlement in the roadway pavement. GPI performed emergency site visits following storm events providing immediate action recommendations and continued by developing a full scope of work to develop permanent site stabilization repairs.

**NYS Office of General Services Electrical Roadway Vault Repair – Swan St. J1 359, Albany, NY.** Project Manager. GPI, under a 5 year statewide engineering term contract, provided structural, roadway and traffic management engineering associated with the expedited structural repairs to three high voltage, electrical vaults located beneath the travel land of Swan Street, which is a one-way, two lane road that borders the State Capitol Building in downtown Albany. The concrete vaults were deteriorated and in need of structural repairs to the grating supports and concrete walls and slabs. The work was to be completed before the onset of winter in order to avoid winter concreting and temporary heating provisions. The project required extensive vehicle and pedestrian traffic management and construction staging in order to minimize disturbances to the local mass transit / bus operations, pedestrians, vehicle traffic and normal business that occurs at the Capitol. As a high voltage project, arc flash was a concern and required specialized shielding for the work to be performed. The work was completed as a JOCCS project where GPI performed the initial site visit, developed the narrative scope of construction work, necessary repair details and traffic control drawings, construction phase site visits and construction administration services, answering contractors' questions.

**PIN 1757.32; Helderberg Hudson Rail Trail, Albany County, NY. 04/15-05/16.** Assistant Resident Engineer. GPI provided professional engineering and construction support and inspection services for the construction of a 3.18-mile multi-use path/trail along an abandoned railroad corridor. The project scope involved construction of a 10-ft-wide paved path for bicyclists and pedestrians including bicycle safe fencing, pavement markings, signs, new parking lots at the trailheads and conversion of two railroad bridges to pedestrian use. As Resident Engineer, he was responsible for supervising all technical aspects of this project, including the planning, coordination, schedule, and implementation of this project. He maintains first-level quality assurance to confirm the installation of all work within his discipline is in accordance with the plans, specifications, and industry standards. He ensures tests and inspections are performed, witnessed, and documented in accordance with approved procedures.

## Patrick McFadden, P.E.

### Structural Engineer

**PROPOSED PROJECT  
ASSIGNMENT:** Structural Engineer

#### **EDUCATION:**

*BS/2011/Civil Engineering*

#### **REGISTRATIONS/CERTIFICATIONS:**

*2016/Professional Engineer/NY*

**YEARS WITH FIRM: 4**

**TOTAL YEARS EXPERIENCE: 7**

#### **PROFESSIONAL AFFILIATIONS:**

*American Institute of Steel Construction (AISC)*

*CalOES Safety Assessment Program*

#### **Professional Profile**

Mr. Patrick McFadden has served as a structural engineer on many noteworthy projects. His responsibilities have included managing, designing, detailing and coordinating portions of the structural work. He also supported the construction phases of the projects by reviewing shop drawing submittals, visiting the construction sites and responding to field inquiries. His technical skills include REVIT (BIM), RISA 3D, TEDDS Structural Design Suite, AutoCAD and RAM Structural System product line. Mr. McFadden is a member of the American Institute of Steel Construction (AISC).

#### **Project Experience**

**Albany Port District Commission Warehouse, Albany, NY. 2015+.** Structural Engineer. GPI provided the design for a 45,000-ft<sup>2</sup> climate-controlled, secure warehouse facility with high ceilings and an open floor plan. The building is a 225-ft x 200-ft, single story, clear span steel framed structure that required extensive ground improvements to achieve the desired floor loading capacity of 2,000 PSF. GPI provided engineering for structural, site/civil, MEP/FP and rail elements of the project as well as construction administration and inspection services to oversee and coordinate the work of the various contractors and subcontractors including consultation to the Port. The entire project is estimated at \$8M.

**Afrim's Colonie Sports Center & Corporate Offices, Albany, NY. 06/16+.** Project Manager / Structural Engineer. GPI provided professional structural engineering and mechanical, electrical, plumbing design services as prime consultant responsible for preliminary engineering, final design, and construction support for a 100' x 50' two-story structure having a one-story linkage to an inflated sports dome. The building will serve as both a sports center (first floor) and corporate offices (second floor). The first-floor space contains a commercial kitchen, pizza oven, two-sided fireplace, bathrooms and a pro-shop. The second floor will serve as the corporate space complete with offices, a lounge, gas fired fireplace and staff locker room and bathroom. The building was designed using engineered lumber, stick framing, steel beams and columns, panelized wood shear walls, and Simpson Strong Frames. GPI provided review of contractor submittals, answering RFIs, attending progress meetings and performing site visits.

**NYSOGS Electrical Roadway Vault Repair, Swan St. J1 359, Albany, NY. 07/19-12/19.** Structural Engineer. GPI, under a 5-year statewide engineering term contract, provided structural, roadway and traffic management engineering associated with the expedited structural repairs to three high voltage, electrical vaults located beneath the travel land of Swan Street, which is a one-way, two lane road that borders the State Capitol Building in downtown Albany. The concrete vaults were deteriorated and in need of structural repairs to the grating supports and concrete walls and slabs. The work was to be completed before the onset of winter in order to avoid winter concreting and temporary heating provisions. The project required extensive vehicle and pedestrian traffic management and construction staging in order to minimize disturbances to the local mass transit / bus operations, pedestrians, vehicle traffic and normal business that occurs at the Capitol. As a high voltage project, arc flash was a concern and required specialized shielding for the work to be performed. The work was completed as a JOCCS project where GPI performed the initial site visit, developed the narrative scope of construction work, necessary repair details and traffic control drawings, construction phase site visits and construction administration services, answering contractors' questions.

**Camp of the Woods: Larsen Lodge, Lake Pleasant, NY. 08/16-11/16.** Project Manager. GPI performed the structural, portion of the design in addition to the Mechanical, Electrical, Plumbing and Fire Protection system design. The aesthetic of Larsen Lodge is a contemporized Adirondack style, blending Adirondack craftsman influences with a contemporary layout and floor plan, all intended to complement the pristine Adirondack lakeshore views from the lodge. The design of the building included an open concept first floor plan, a larger second floor than first floor (to create covered porch areas under the second-floor overhang, and exposed structural columns on the exterior of the building. The upper floor consists of luxury suites, each with a balcony overlooking Lake Pleasant. The building was designed using engineered lumber, stick framing, steel columns, panelized wood shear walls, and Simpson Strong Frames. The project received the 2017 ASCE Mohawk – Hudson Chapter, Structural Engineering Institute (SEI) Building Structure of the Year Award.

## Ryan J. Trunko, P.E.

### Project Engineer/Project Manager

#### PROPOSED PROJECT ASSIGNMENT: Project Engineer

#### EDUCATION:

2008/BS/Civil Engineering, Worcester  
Polytechnic Institute

#### REGISTRATIONS/CERTIFICATIONS:

2014/Professional Engineer/NY

2016/NYSDEC, Certificate of Erosion &  
Sediment Control Training

2017/First Aid/CPR/AED

2009/OSHA 10-hour Occupational Safety and  
Health Training Course

YEARS WITH FIRM: 6

TOTAL YEARS EXPERIENCE: 11

#### Professional Profile

Mr. Trunko has 11+ years of experience in civil engineering design and project management. His experience encompasses site development, highway and trail transportation projects, dam design projects, stormwater management system design and environmental permitting. Mr. Trunko excels in site development and has extensive experience preparing detailed construction plans, Stormwater Pollution Prevention Plans (SWPPP), Erosion & Sediment Control (E&SC), drainage analysis & design, and providing construction management services. He has also acted as the Town Designated Engineer for multiple municipalities which has allowed him to become knowledgeable in all local, state and federal code requirements.

#### Project Experience

**Regeneron Construction Inspection Project, Town of East Greenbush, Rensselaer County, NY. 07/17+.** Project Engineer. This project involved construction of the Warehouse Building, Science Building, Parking Garage, Electrical Substation and associated roadway connection to Tempel Lane, paved parking areas, stormwater management system and associated erosion and sediment control measures, grading and drainage, minor roadway improvements to Tempel Lane that involved milling the existing

top course and placing 1-1/2" of new top course, installation of a precast concrete arch culvert and new water and sewer systems. Mr. Trunko is the lead reviewer of the site plans and SWPPP for conformance with State and Town standards.

**Albany Port District Commission – Warehouse, Albany, NY. 2015+.** Project Engineer / Designer. GPI provided professional engineering services as prime consultant responsible for structural programming of a 500,000-ft<sup>2</sup>, single-story, steel framed metal warehouse style building. The proposed building is 200-ft by 250-ft equipped with three large door openings to accommodate rail and heavy trailer deliveries of cargo to be stored within and shipped from the warehouse. Mr. Trunko lead the site design portion of the project that included replacement of existing rail, site grading and paving, utility upgrades and modifications, drainage analysis and design, Stormwater Pollution Prevention Plan and construction administration services.

**Graybar Electric Warehouse, Town of Halfmoon, NY. 12/16+.** Project Engineer / Designer. GPI as part of the design/build team provided site design and site plan application for a new 38,000-ft<sup>2</sup> warehouse, office and wholesale facility for Graybar Electric's Albany/Saratoga facility. The project included surveying, geotechnical evaluation, SEQRA compliance, planned development district modification, site design, site engineering including stormwater management, site plan application, public presentation, renderings and permit agency coordination. Responsible for all site design and engineering, proposed utilities, drainage analysis and design, Stormwater Pollution Prevention Plan, construction administration services and overseeing SWPPP inspections.

**DPW Garage Feasibility Study - 51 Beaver St. Gloversville NY. 12/18-01/19.** Site/Civil Engineer. GPI performed a feasibility study of multiple existing commercial / industrial buildings located at 51 Beaver Street, Gloversville, NY. The study included investigating the repurposing of the "North Addition" building, the adjoining "Mill #3" building, and the "Dye House" building for use as a heavy vehicle / maintenance facility. The site was centered on the needs of the Gloversville DPW with a review of traffic routing from the site to various destinations as defined by the Local DPW Director. Mr. Trunko was responsible for the concept site design that included new site access roads, new parking lot areas with ADA compliant pedestrian access, and new site lighting and landscape enhancements.

**Rensselaer Honda, Town of Brunswick, NY. 09/14-09/16.** Project Engineer / Designer. The project included multiple building expansions of the Rensselaer Honda Dealership that led to a complete redesign of the main patron and vehicle storage parking lots, site design for revised exterior automobile display areas, redevelopment of the primary exterior delivery areas and service department access and realign delivery access roadway. Utility work included evaluation and upgrade of site lighting, completion of a comprehensive site stormwater management analysis and design of a stormwater pond, rerouting of the building's sanitary sewer service and inclusion of an oil/water separator, and new water service for fire protection. Responsible for all site design and engineering, utility upgrades and modifications, drainage analysis and design, Stormwater Pollution Prevention Plan and construction administration services.

**Capital District BOCES - Albany VOTEC Site Reconstruction Albany, NY. 04/18-10/20.** Design Engineer. GPI completed a study for Griffith Dardanelli Architects, PC to evaluate the feasibility of reconstructing the existing paved parking areas, as well as construct a new water main and replacing the existing stormwater drainage system at the Capital District BOCES VOTEC School located at 1015 Watervliet Shaker Road, Colonie, NY. The study led to the funding of the reconstruction project. GPI was tasked with developing reconstruction plans incorporating a complete replacement of all subsurface storm water management facilities including drainage structures, manholes, piping and stormwater management practice areas. New site lighting was also evaluated for replacement. A new 8" water main will be extended into the site to replace an existing trunk feeder line that runs under existing building slabs. The new line will be located in the primary driveway and a loop will be created with other existing on-site water mains. All paved roadways and parking lots will receive full depth pavement replacement. GPI will complete all engineering and surveying services except Geotechnical engineering for the project.

# GPI



**TECHNICAL ROLE**  
Senior Geotechnical  
Engineer

**EXPERIENCE**  
23 Years

**EDUCATION**  
Graduate Work,  
Civil Engineering,  
University of Buffalo,  
Buffalo, NY  
BS, Civil Engineering,  
University of Buffalo,  
Buffalo, NY  
BS, Physics,  
Cortland College,  
Cortland, NY

**LICENSES**  
• PE: NY, PA, VT

**CERTIFICATIONS**  
• PDI/PDCA  
Dynamic  
Measurement and  
Analysis  
Proficiency Test  
(Basic Level)  
• Nuclear Density  
Meter Operator  
• OSHA 40-Hour  
HazMat  
• OSHA 8-Hour  
HazMat Refresher  
• OSHA 10-Hour  
Construction  
• Confined Space  
Entry

**BRIAN T. BARNES, PE**  
**SENIOR ENGINEER**

Mr. Barnes is a Senior Engineer at Atlantic Testing Laboratories, Limited. He has experience in construction materials, geotechnical, and environmental engineering. Mr. Barnes has fourteen years' experience in the preparation of Final Reports of Special Inspections.

**RESPONSIBILITIES**

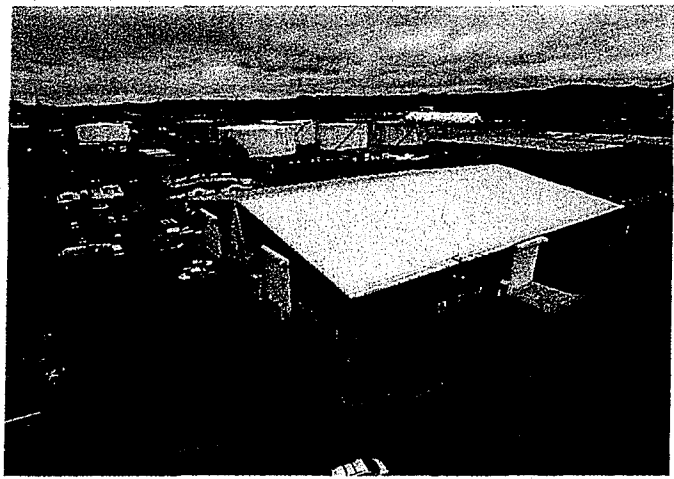
- Quality control testing and inspection of soil, concrete, fire-proofing, bituminous, and masonry in the field and construction materials laboratory.
- Technical review of daily quality control/quality assurance test data and reports.
- Phase I, Phase II, and Phase III Environmental Site Assessments.
- Directing subsurface investigations and geotechnical evaluations for shallow and deep foundation systems, slabs, slope evaluations, and pavements.
- Technical and administrative management of the NYSDOT Prestressed/Precast Concrete Plant Inspection and NYSOGS Geotechnical and Structural Engineering contracts.

**PROJECT EXPERIENCE**

***Geotechnical Engineering***

- BES Design/Build, LLC, Various Projects, Fort Drum, NY
- Jacobs, Cemetery Land Reclamation, West Point, NY
- Jacobs, Tunnel Project, West Point, NY
- Aubertine & Currier, Bridge 37 and Bridge 15 Replacements, Fort Drum, NY
- Aubertine & Currier, Aircraft System Hanger, Fort Drum, NY
- NYS Route 97 Bridge Replacements, Delaware County, NY
- Oneida-Herkimer BOCES Culvert replacement, Herkimer, NY
- Oregon Hill Road Bridge Replacement, Broome County, NY
- Dubois and King - Various Communication Tower Projects, VT
- Evolution Site Services - Various Communication Tower Projects, NY
- NYSOGS-Hudson Correctional Facility, Hudson, NY
- NYSOGS-Montrose Veterans Home, Montrose, NY
- NYSOGS-Taconic Correctional Facility, Bedford Hills, NY
- Page Brook Stream Stabilization, Town of Fenton, Broome Co., NY
- Ilion Reservoir Dam Number 2, Ilion, NY
- County Road 178 Embankment Stabilization, Livingston Manor, Sullivan County, NY
- American Rock Salt Slope Failure, Albany, NY
- BBL Construction Services-Metro North Railroad Station, Poughkeepsie, NY
- Colgate University-Variou Projects, Hamilton, NY
- Tops Supermarket Stores, Norwich and Washington Mills, NY
- Cheese Factory Road Bridge Over Nine Mile Creek, Deerfield, NY
- St. Luke's Hospital-Variou Projects, Utica, NY
- Masonic Home-Variou Projects, Utica, NY
- Vick's Lithography and Printing Corp. Building, Yorkville, NY
- Noble Environmental Power, Various Wind Projects, New York State
- Lockheed-Martin Hangar, Owego, NY
- MedTech Healthcare Pavilion, Johnson City, NY
- Cornell University-Variou Projects, Ithaca, NY
- Munnsville Wind Farm, Munnsville, NY
- Iberdola, Various Wind Projects, New York State
- Hamilton College-Variou Projects, Clinton, NY





## Albany Port District Commission Big Lift Warehouse

City of Albany, Albany County, NY

**SERVICES PROVIDED:** Civil, Structural, Geotechnical, Rail Engineering, Mechanical, Electrical, Plumbing, Fire Protection, Design, Construction Inspection Oversight

**CLIENT/OWNER:**

*Albany Port District Commission*

**CONSTRUCTION/PROJECT COST:**

*\$8M*

**COMPLETION:**

*2018/Professional Services; 2018/Construction*

**GPI CONTACT:**

*John Rizzo, PE*

**CLIENT REFERENCE:**

*John C. Kosa, 518.463.8763,*

*jkosa@portofalbany.us*

**KEY PERSONNEL:**

*John Rizzo, PE*

*Kelly Phillips, CEO*

*Willy Grimmke, PE*

*Dan Hampson, PE*

*Ann Pacelli*

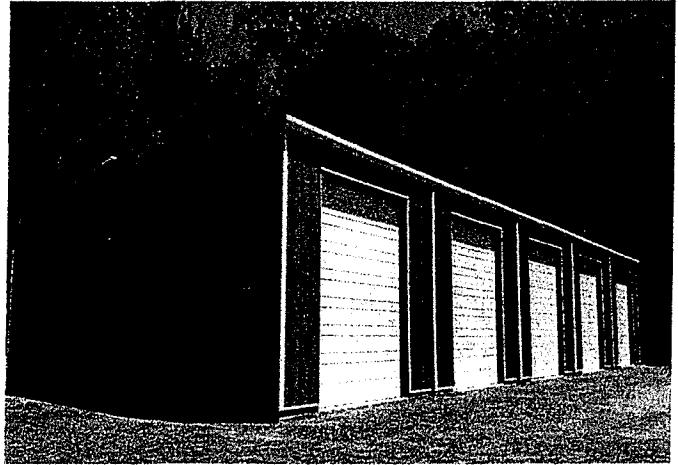
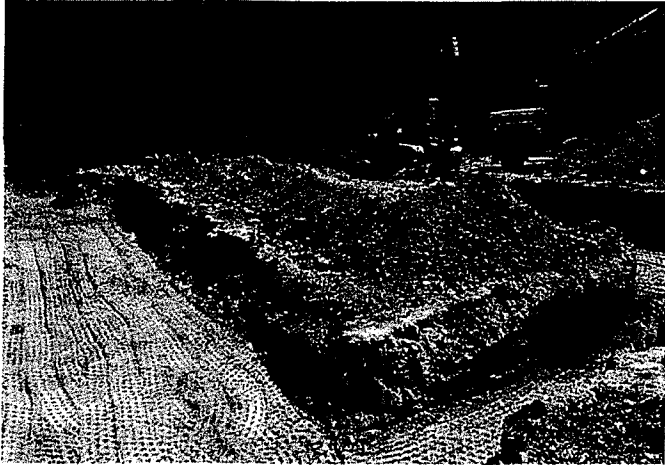
*Ryan Trunko, PE*

*Mark Dore*

The Port of Albany constructed a climate-controlled, secure and modern warehouse facility comprised of 45,000-ft<sup>2</sup> with high ceilings and an open floor plan. The building is 225-ft x 200-ft, single story, clear span steel frame structure. This maritime heavy lift cargo operation's building is constructed in an upland area of the port that required extensive ground improvement (non-displacement, grouted rigid inclusions) to the existing clayey silt and fill materials to achieve the desired floor loading capacity of 2,000-PSF and minimize future settlements. The project was undertaken to meet the current and anticipated logistics and storage needs of various regionally based international manufacturing companies that produce heavy lift or project cargo that require shipping to the international marketplace. One of the end users of the warehouse includes General Electric, which has a need to store its next generation of power units that weigh in excess of one-million pounds. The \$8M, multi-contract, WICKS law project was financially made possible by the Port receiving an Empire State Development grant and a Federal TIGER grant.

To assist the Port of Albany in completing this project, GPI provided full-service design engineering, including Structural, Geotechnical, MEP/FP, and associated Rail Engineering for all phases of the project, as well as construction administration and construction inspection services. GPI prepared preliminary site investigations, site layout, permitting, geotechnical engineering, foundation and superstructure engineering, code compliant architectural design, mechanical, electrical, plumbing and fire protection design, site civil design and rail system design.

Throughout construction GPI provided a construction inspector to oversee and coordinate the work of the various contractors and subcontractors including providing consultation to the Port regarding contractual. GPI design staff provided review of shop drawing and value engineering efforts submitted by the contractor. Project planning and design was coordinated with the City of Albany, Albany Port Rail and Federal Marine Terminal, which are all key components to the overall operations that are performed at the Port.



## Emergency Services Storage Building Foundation & Slab Design

Putnam County, NY

**SERVICES PROVIDED:** Structural Engineering and Foundation Design

**CLIENT/OWNER:**

*Putnam County Highway Department*

**GPI CONTACT:**

*John Rizzo, PE*

**CLIENT REFERENCE:**

*Mark Rosa, PE, 203.417.5399  
mark.rosa@putnamcountyny.gov*

**KEY PERSONNEL:**

*John Rizzo, PE  
Kelly Phillips, CEO*

GPI provided professional engineering services as prime consultant responsible for preparing the foundation construction documents for a new, unheated pre-engineered metal building that will serve as a storage facility for emergency service vehicles owned by the Putnam County Bureau of Emergency Services and Sheriff's Department. The single story, 5,000-ft<sup>2</sup> building is 50' wide x 100' long with an eave height of 16'-0". The PEMB by Ebtech Industrial Building Solutions has a shallow gable / peaked roof supported by a clear span rigid frame system and is equipped with five 12'(W) x 14'(H) overhead door openings along a long wall of the building and two-man doors. GPI prepared the design documents within 10 business days in support of the clients aggressive construction schedule to fulfill the grant funding requirements of complete construction by the end of August 2016.



## Saratoga CSD Transportation Building Lift & Masonry Repairs

Saratoga Springs, County of Saratoga, NY

**SERVICES PROVIDED:** Structural Engineering, Mechanical, Electrical and Plumbing Design and Construction Support

**CLIENT/OWNER:**

*Mosaic Associates*

**GPI CONTACT:**

*John Rizzo, PE*

**CLIENT REFERENCE:**

*Matthew Gaspari, AIA, 518.479.4000/  
mgaspari@mosaicaa.com*

**KEY PERSONNEL:**

*John Rizzo, PE*

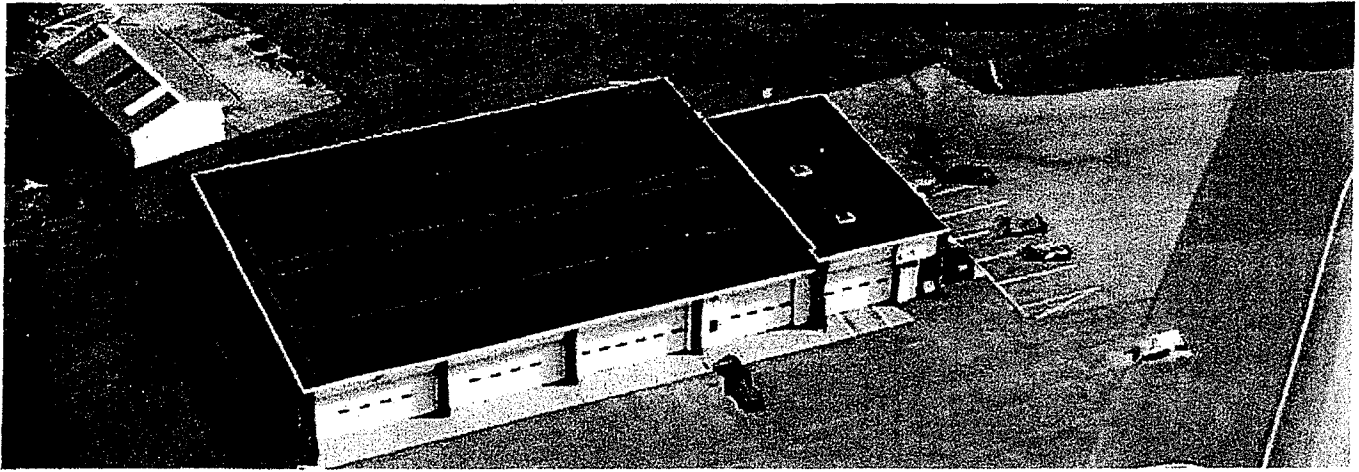
*Kelly Phillips, CEO*

*Dan Hampson, PE*

GPI provided professional structural, mechanical, electrical and plumbing engineering services for the replacement of three existing 25-ton hydraulic lift assemblies and masonry repairs to the Saratoga Springs Central School District Vehicle Maintenance facility.

The existing hydraulic hoists were defunct requires frequent repairs and the masonry facade and lintel supports along the interior and exterior of the building had various forms of damage and design deficiencies that needed to be addressed in order to maintain operations at the facility. GPI engineers prepared construction documents to replace the existing lifts with 35-ton prepackaged systems, replacement of the drainage and hydronic heating systems embedded in the concrete floor slabs and specialized masonry repairs details for the various damaged areas of the building. The design was prepared and submitted in accordance with the requirements of the New York State Department of Education.

Following design, GPI engineers provide bid phase and construction phase support, answering questions, reviewing shop drawing submittals and performing site visits to confirm the completed construction.



## Schalmont Central School District (CSD) Transportation Facility

Rotterdam, Schenectady County, NY

**SERVICES PROVIDED:** Land Development, Structural Engineering

**CLIENT/OWNER:**  
*Dardanelli Architects, PC*

**COMPLETION:**  
*2018/Professional Services*

**CONSTRUCTION/PROJECT COST:**  
*\$248k*

**GPI CONTACT:**  
*John Montagne, RLA, AICP, LEED@AP*

**CLIENT REFERENCE:**  
*Karl Griffith, AIA, 518.370.0767,  
kgriffith@gdarc.com*

**KEY PERSONNEL:**  
*John Montagne, RLA, AICP, LEED@AP  
Ann Pacelli  
Dan Hampson, PE*

GPI provided a feasibility study and preliminary design of a 45-ft span reinforced concrete span unit bridge to span over a drainage channel in order to access the new transportation facility from the existing campus.

Schalmont CSD owns a large parcel of land adjacent to the districts high school and middle school property. This feasibility study will evaluate the options and costs for developing a secondary means of vehicular access to the main campus through this parcel and to then evaluate the option of building a transportation facility for the districts bus fleet.

Currently, the busses are stored at rented property in the Rotterdam Industrial Park. GPI will evaluate options for building a new through road on the property and building a 45-50 space bus parking and service lot. A stream crossing will necessitate evaluation of a bridge or culverted crossing. A small maintenance building will be included in the project necessitating power, cable, domestic water source and wastewater disposal. All bus stations will need diesel engine heaters and employee parking for roughly 60 staff are to be incorporated into the design. A bus fueling station will be incorporated in the project and will include an above ground storage tank with secondary containment. Alternates to the project will include a bus wash facility and potentially a larger bus maintenance structure. Quantities of materials and an engineer's estimate of probable construction cost will be included in the project deliverable.

GPI will also assess the district in completing the NYSEQRA process so that they may use the results of the study to go out for public referendum to seek funding to build the project.

## Vehicular Projects – Various Projects Mechanical, Electrical, Plumbing, HVAC, and Fire Protection Various Locations

### KEY PERSONNEL

*David Thompson, PE  
Chris Perrelli*

East Putnam Fire Station



West Crescent Fire Station



Rotterdam-Mohonasen Bus Garage



Lake George Fire House

### SCHOOL DISTRICT FACILITIES, SARATOGA CSD TRANSPORTATION BUILDING LIFT & MASONRY REPAIRS, SARATOGA SPRINGS, NY

- Structural and MEP/FP Engineering for the Replacement of Three Existing 25-Ton Hydraulic Lift Assemblies and Masonry Repairs

### SCHALMONT CENTRAL SCHOOL DISTRICT (CSD) TRANSPORTATION FACILITY, ROTTERDAM, NY

- Provided a Feasibility Study for A Secondary Means of Vehicular Access to the Main Campus and Options for Building a New Transportation Facility

### ROTTERDAM-MOHONASEN CSD BUS GARAGE, ROTTERDAM, NY

- New exhaust system, new boiler system and lighting upgrade in existing facility

### CANAJOHARIE CSD BUS GARAGE, CANAJOHARIE, NY

- 20,000-ft<sup>2</sup> facility with offices, locker rooms, tool and parts storage, four service bays and enclosed vehicle storage space, Radiant slab heating provided in maintenance and wash bays

### SCOTIA-GLENVILLE CSD BUS GARAGE, SCOTIA, NY

- Renovation of existing facility with offices, locker rooms, tool and parts storage, service bays and enclosed vehicle storage space, above-ground bus fueling system interfaced with remote product control software to measure fuel distribution and vehicle efficiency

### ULSTER COUNTY, KINGSTON, NY

- Design of new boilers for radiant slab heat and new ventilation systems – Heavy Vehicle Maintenance building

### CENTER FOR THE DISABLED TRANSPORTATION FACILITY ALBANY, NY

- New 17,500-ft<sup>2</sup> Bus Maintenance Facility, upgraded site gas service to handle new bus maintenance facility, computer controlled outlets in storage yard for bus block heaters, radiant slab heating provided in service and wash bay

### NISSAN DEALERSHIP, MALTA, NY

- 30,000-ft<sup>2</sup> facility including two-story showroom and offices, business center, service spaces and parts department

### MALTA AMBULANCE FACILITY, MALTA, NY

- 16,000-ft<sup>2</sup> facility with sleeping quarters, meeting space and four drive-through apparatus bays capable of housing eight ambulances, radiant slab heating provided throughout apparatus bays

### WESTERN TURNPIKE RESCUE SQUAD, GUILDERLAND, NY

- Station One is a new 12,500-ft<sup>2</sup> facility with four drive-through apparatus bays, sleeping quarters, central offices and meeting space, Station Two is a new 4,000-ft<sup>2</sup>, three-bay facility with sleeping quarters

### NEW LEBANON FIREHOUSE, NEW LEBANON, NY

- Three drive-thru & two regular apparatus bays, sleeping quarters, meeting space, commercial-quality kitchen, banquet facilities & office space, Radiant slab heating & snow melt systems

### FIRE STATION, EAST PUTNAM, CT

- New 11,000-ft<sup>2</sup> seven-bay Fire Station, three drive-through bays, sleeping quarters, kitchen facilities, banquet and meeting rooms and offices. All truck bays and fire support spaces provided with hydronic radiant slab heating

### WEST CRESCENT FIRE STATION, HALFMOON, NY

- Renovations including new HVAC units and electrical service upgrades

# FORMS

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- *Section IV: Schedule "A" Consultants Response*
  - *Qualification Acknowledgement Form*
    - *Non-Collusion Affidavit*
    - *Insurance Requirement Affidavit*
    - *Corporation Statement*

## SECTION IV: SCHEDULE "A" CONSULTANT'S RESPONSE

OFFERER/BIDDER/PROPOSER'S AFFIRMATION OF UNDERSTANDING OF AND AGREEMENT PURSUANT TO STATE FINANCE LAW §139-j(3) and §139-j(6)(b)

Contract No.: S-904

Contract Name: Design Services For Snow Removal Equipment Storage Building Improvements

Pursuant to State Finance Law §§139-j and 139-k (attached), this Solicitation/Invitation for Bid/Request for Proposal includes and imposes certain restrictions on communications between the Authority and an offerer/bidder during the procurement process. An offerer/bidder/proposer is restricted from making contacts from the earliest notice of intent to solicit offers through final award and approval of the 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 identified in the Solicitation/Invitation for Bid/Request for Proposal for the contract referenced above. 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/proposer 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/proposer is debarred from obtaining governmental procurement contracts. Further information about these requirements can be found by examining the New York State Procurement Lobbying Law.

Offerer affirms that it understands and agrees to comply with the procedures of the Authority relative to permissible Contacts as required by State Finance Law §139-j (3) and §139-j (6) (b).

Signature: Patrick A. Kenneally Date: September 25, 2019

Name: Patrick A. Kenneally, PE

Title: Executive Vice President / Branch Manager

Contractor Name: Greenman-Pedersen, Inc.

Contractor Address: 80 Wolf Road, Suite 300, Albany, NY 12205

**QUALIFICATION ACKNOWLEDGMENT FORM**

The proposers acknowledge that he/she has carefully examined the RFQ, the attached Agreement draft and the proposed location/s for his proposed operation/s.

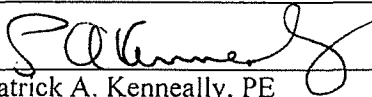
The proposer warrants that if qualifications are accepted, he will contract with the Albany County Albany Authority the form of an Agreement substantially in the form attached and comply with the requirements of the RFQ and the executed Agreement. Proposer agrees to deliver an executed Agreement to the Albany County Airport Authority within fourteen (14) calendar days of receiving the tendered Agreement from the Authority.

I, the undersigned, guarantee our qualifications meet or exceed specifications contained in the RFQ document. Any exceptions are described in detail and all requested information has been submitted as requested.

I affirm that I have read and understand all the provisions and conditions as set forth in this RFQ. Our firm will comply with all provisions and conditions as specified, unless specifically noted as an exception with our Qualifications.

I also affirm that I am duly authorized to execute the Agreement contemplated herein; that this company, corporation, firm, partnership, or individual has not prepared these Qualifications in collusion with any other proposer.

Name of Proposer: Greenman-Pedersen, Inc.

Signature of Authorized Person:   
Patrick A. Kenneally, PE

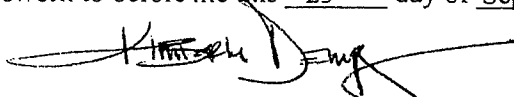
Title: Executive Vice President / Branch Manager

Business Address of Proposer: 80 Wolf Road, Suite 300, Albany, NY 12205

Business Phone Number: (518) 453-9431

Date: September 25, 2019

Subscribed and sworn to before me this 25 day of September, ~~200~~ 2019



KIMBERLY K DEMPSEY  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 01DE6303449  
Qualified In Saratoga County  
My Commission Expires 05-12-2022



### NON-COLLUSION AFFIDAVIT

Authorized officer: Proposer's qualifications containing statements, letters, etc., shall be signed in the qualifications by a duly authorized officer of the company whose signature is binding on the qualifications.

The undersigned offers and agrees to furnish all of the items/services upon which qualifications are stated in the accompanying proposal. The period of acceptance of this proposal will be \_\_\_\_ calendar days from the date of the acknowledgment. (Period of acceptance will be ninety (90) calendar days unless otherwise indicated by proponent).

STATE OF New York COUNTY OF Albany

BEFORE ME, the undersigned authority, a Notary Public in and for the State of New York on this day personally appeared Patrick A. Kenneally, PE who after being by me duly sworn did depose and say: I, Patrick A. Kenneally am a duly authorized officer of/agent for and have been duly authorized to execute the foregoing on behalf of the said Greenman-Pedersen, Inc.

I hereby certify that the foregoing offer has not been prepared in collusion with any other proponent or other person or persons engaged in the same line of business prior to the official opening of this proposal. Further, I certify that the proponent is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination, to control the type of services/commodities offered, or to influence any person or persons to offer or not to offer thereon.

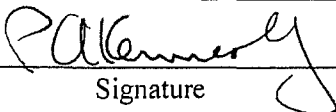
By submission of these qualifications, each proponent and each person signing on behalf of any proponent certifies and in the case of a joint proposal each party thereto certifies as to its own organization, under penalty of perjury that to the best of his knowledge and belief:

- A. The prices in this proposal have been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition as to any matter relating to such prices with any other proponent or with any competitor;
- B. Unless otherwise required by law, the prices which have been quoted in this qualification have not been knowingly disclosed by the proponent and will not knowingly be disclosed by the proponent prior to the opening, directly or indirectly to any other proponent or to any competitor; and,
- C. No attempt has been made or will be made by the proponent to induce any other person, partnership or corporation to submit or not to submit qualifications for the purpose of restricting competition.

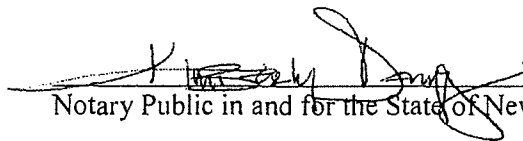
Name and Address of Proponent: Greenman-Pedersen, Inc.

80 Wolf Road, Suite 300, Albany, NY 12205

Telephone and Fax Numbers: (518) 463-9431

By:  Name & Title Patrick A. Kenneally, PE  
Signature Executive Vice President / Branch  
Manager

SUBSCRIBED AND SWORN to before me by the above-named on this 25 day of September 2019.

  
Notary Public in and for the State of New York

KIMBERLY K DEMPSEY  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 01DE6303449  
Qualified In Saratoga County  
My Commission Expires 05-12-2022

INSURANCE REQUIREMENT AFFIDAVIT

To be completed by appropriate insurance agent:

I, the undersigned agent, certify that the insurance requirements contained in this qualifications document have been reviewed by me with the below identified offerer. If the below identified offerer is awarded this contract by Albany County Airport Authority, I will be able, within ten (10) days after offerer is notified of such award, to furnish a valid insurance certificate to the Airport meeting all of the requirements contained in this contract.

Agent: Gregg Lettini Signature Gregg Lettini Agent

Name of Insurance Carriers: Starr Indemnity & Liability Co., Berkley Ins. Co., AGCS Marine Ins. Co.

Address of Agency: 3333 New Hyde Park Road, New Hyde Park, NY 11042

Phone Number Where Agent May Be Contacted: 516-869-8788

Offerer's Name (Print or Type) Greenman-Pedersen, Inc.

SUBSCRIBED AND SWORN to before me by the above named on this 13<sup>th</sup> day of Sept, 2009

Ayshe Murat  
Notary Public in and for  
State of New York  
AYSHE MURAT  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 01MU4636942  
Qualified in Queens County  
My Commission Expires 01-31-2023

## CORPORATION STATEMENT

IF A CORPORATION, answer the following:

1. When incorporated?

February 9, 1920

2. Where incorporated?

State of New York

3. Is the corporation authorized to do business in New York?

Yes       No

If New York is not state of incorporation:

- A. Address of the registered office in New York:

N/A

- B. Name of registered agent in New York at such office:

N/A

- C. Attach Certificate of Authority to transact business in New York.

4. The Corporation is held:       Publicly       Privately

5. Furnish the name, title, and address of each officer, director, and shareholders of the corporation's issued stock:

Officer's Name	Address	Position	%
<u>Please see attached</u>			
<u> </u>			
<u> </u>			
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<b>Director's Name</b>	<b>Address</b>	<b>Principal Business Affiliation Other Than Proposer's Directorship</b>
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Please see attached

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<b>Principal Shareholders</b>	<b>Address</b>	<b>Percentage Ownership</b>
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Please see attached

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EIN: 11-2537074

**Albany County Airport Authority Statement of Qualifications – Corporation Statement Form****Question 5:**

Furnish the name, title, and address of each officer, director, and shareholders of the corporation's issued stock:

**Board of Directors:**

Name	Business Address	Position	Principal Business Affiliation Other Than Directorship
Steven Greenman, PE	325 W. Main Street Babylon, NY 11702	Chairman	None
Michael J. Buoncore, CPA, CDA	325 W. Main Street Babylon, NY 11702	Chief Financial Officer Secretary and Treasurer	GPI
Louis Norella III, PE, LEED AP	50 Glenmaura National Blvd., Suite 102 Scranton, PA 18505	Director	None

**Principal Officers:**

Name	Business Address	Position	%
Christer Ericsson, PE	21 Daniel Street, 2 <sup>nd</sup> Floor Portsmouth, NH 03801	President/CEO	0%
Gary Etter, PE	100 Corporate Drive, Suite 301 Lebanon, NJ 08833	Executive Vice President/ COO	0%
George Brode, PE, LEED AP	7650 Standish Place, Suite 109 Rockville, MD 20855	Executive Vice President/ Branch Manager	0%
M. Denise Carter, PE	325 W. Main Street Babylon, NY 11702	Executive Vice President/ Branch Manager	0%
Steve Daiute, PE	50 Glenmaura National Blvd., Suite 102 Scranton, PA 18505	Executive Vice President/ Branch Manager	0%
Gregory Johnson, PE	100 Corporate Drive, Suite 301 Lebanon, NJ 08833	Executive Vice President/ Branch Manager	0%
Patrick Kenneally, PE	80 Wolf Road, Suite 300 Albany, NY 12205 4950 Genesee Street, Suite 165 Buffalo, NY 14225	Executive Vice President/ Branch Manager	0%
Timothy Letton, PE	181 Ballardvale St., Suite 202 Wilmington, MA 01887	Executive Vice President/ Branch Manager	0%
August Maas, PE	8 Gibson Street North East, PA 16428	Executive Vice President/ Branch Manager	0%
Joseph Nemmer, PE	4950 Genesee St., Suite 165 Buffalo, NY 14225	Executive Vice President/ Branch Manager	0%
Douglass Robb, PE	11000 Broken Land Parkway, Suite 50 Columbia, MD 21044	Executive Vice President/ Branch Manager	0%
Robert Rupert, PE	1010 East Adams St., Suite 140 Jacksonville, FL 32202	Executive Vice President/ Branch Manager	0%
Eliyou Schneider, PE	400 Rella Boulevard, Suite 207 Montebello, NY 10901	Executive Vice President/ Branch Manager	0%



January 3, 2019

To Whom It May Concern:

As of October 1, 2006, one hundred percent (100%) of Greenman-Pedersen, Inc. (GPI) stock was owned by the Greenman-Pedersen, Inc. Employee Stock Ownership Trust ("ESOT"), as a result of a Stock Redemption Agreement by and between Greenman-Pedersen, Inc. and all of its shareholders, except for the ESOT (hereinafter called, "the Agreement"). As part of this agreement, GPI redeemed, into Treasury, shares of stock in exchange for 15 year promissory notes with all of the shareholders.

The ESOT, in conjunction with the Greenman-Pedersen, Inc. Employee Stock Ownership Plan ("ESOP"), hereinafter collectively referred to as the "Plan", qualifies as a stock bonus plan under Section 401 (A) and an employee stock ownership plan under Section 4975(e)(7) of the Internal Revenue Code of 1986, as amended.

The Plan is currently represented and managed by:

**Capital Trustees, LLC**

17. S. Second Street, Suite 301

Harrisburg, PA 17101

(717) 919-5172

Richard A. Heeter, Managing Director

The Trustee is responsible for maximizing the benefit of the Plan's beneficiaries, which includes proper investment strategy and the equitable fairness of the Plan. The Plan's intent is to recognize the efforts of GPI's employees to sustain the success of the Company. Lastly, Federal regulations require that the Plan's primary investments must be in employer securities (company stock). The Plan is in compliance with all pertinent regulations.

Annual contributions to the Plan are determined by the Company's Board of Directors and may be made in the form of Company stock and/ or cash. The stock portion of the contribution is issued out of Treasury. Simultaneous to this determination, all contributions are allocated to each qualified employee based on two criteria: 1) the employee's years of service compared to total years of service of all eligible employees and, 2) employee's compensation compared to the total compensation of all eligible employees. Any employer securities shown in an employee's account does not infer actual ownership in the Company by that employee, but rather the rights that the employee has, as a beneficiary, to the economic value that those shares represent.

I hope that this brief explanation outlines the nature of the Plan's ownership in GPI.

Very truly yours,

**GREENMAN-PEDERSEN, INC.**

A handwritten signature in black ink, appearing to read "Michael J. Buoncore". The signature is written in a cursive style with a long horizontal flourish at the end.

Michael J. Buoncore  
Executive Vice President / CFO

# FINANCIAL INFORMATION

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- *Financial Information Form*
- *3 years of Audited Statements*



**ALL PROPOSALS - FINANCIAL INFORMATION**

**A. Financial Statements**

Proponents shall attached a Balance Sheet and Income Statement prepared in accordance with Generally Accepted Accounting Principles (GAAP) for the most current year-to-date period, together with a copy of the Proponent's most recent fiscal year Financial Statements, audited by a Certified Public Accountant or firm of Certified Public Accountants, including the auditor's opinion thereon.

**B. Surety Information**

1. Have you, or any entity you have had an ownership interest in, ever had a bond or surety canceled or forfeited? Yes ( ) No (x)

2. If Yes, state the name of the bonding company, date, amount of the bond and the reason for such cancellation or forfeiture

N/A

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**C. Bankruptcy Information**

1. Have you, or any entity you have had an ownership interest in, ever filed a petition for bankruptcy, or been declared bankrupt? Yes ( ) No (x)

2. If Yes, state the name of the entity, date, amount of the filed or declared bankruptcy

N/A

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**D. County of Albany and any Affiliated Entity**

1. Have you ever entered into an agreement with the County of Albany or any affiliated entity? Yes (x) No ( )

2.\*\* If Yes, identify the agreement(s), its purpose, and its term.

3. Have you ever been sent a default notice concerning any such agreement(s)?  
Yes ( ) No (x) If Yes, please explain

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**\*\* GPI has entered into agreements with the County of Albany for the following projects:**

- Albany County Route 1 over Switzkill
- Albany County Route 354 Potter Hollow
- Albany County Route 354 Construction Inspection
- Albany County CR1 Design Inspection
- Albany County Mohawk / Hudson Bike Path
- County Route 156 Fuller Road Corridor Improvements
- County Route 1 56 Fuller Road Construction Inspection
- County Route 6 Emergency Culvert Replacement
- Depot Road & School Road Rehabilitation

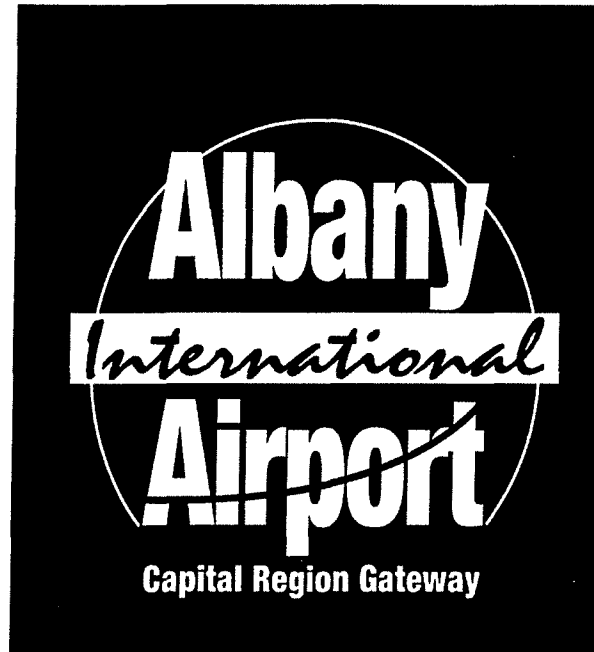
- Helderberg Hudson Rail Trail Phase I
- Removable Bollard System

**\*GPI has entered into contact with several other Albany County Municipalities and Schools: Bethlehem, Town/Village of Colonie, Cohoes, Green Island, Guilderland, Watervliet, and Rensselaerville.**

**\*Excel Engineering has previously entered into contracts with Albany County Airport and GPI acquired Excel in 2015 adding a full MEP/FP division.**

# ALBANY COUNTY AIRPORT AUTHORITY

Administration Building, Suite 204  
Albany, NY 12211-1057



## REQUEST FOR QUALIFICATION STATEMENTS

Design Services  
For Snow Removal Equipment Storage Building Improvements

Contract S-904

FAA-AIP No.: 3-36-0001-\_\_-2020  
NYSDOT PIN 1A00. \_\_

Issue Date

September 5, 2019

Return Date:

September 26, 2019 @ 2:00 PM

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**ALBANY COUNTY AIRPORT AUTHORITY  
REQUEST FOR QUALIFICATIONS:  
Design Services for Snow Removal Equipment Storage Building  
Improvements**

**Contract # S-904**

- I. Notice of Request for Qualifications**
- II. Request for Qualifications**
- III. Sample Professional Services Agreement**
- IV. Schedule "A"  
Consultant's Response**

# ALBANY COUNTY AIRPORT AUTHORITY

## Design Services for Snow Removal Equipment Storage Building Improvements Contract # S-904

### SECTION I: NOTICE FOR REQUEST FOR STATEMENT OF QUALIFICATIONS

This Request for Qualifications (RFQ) is intended to identify qualifications for Design Services For Snow Removal Equipment Storage Building Improvements for the Albany County Airport Authority (ACAA) at the Albany International Airport (ALB). The formal Requests for Qualifications ("RFQ") will be available September 5, 2019, at the Albany County Airport Authority, Purchasing Office, Administration Building, Suite 204, Albany, New York 12211-1057, telephone number (518) 242-2214 and facsimile (518) 242-2640 or at [www.bidnetdirect.com//albany-county-airport-authority](http://www.bidnetdirect.com//albany-county-airport-authority). No response will be considered unless the organization making the response has first obtained a copy of the RFQ from Bid Net Direct or the Airport Purchasing Office. Specific details of the qualifications and scope of services are provided in the RFQ.

The Airport Authority is seeking a multi-disciplinary team that can quickly prepare design documents to meet the scope of the work. The team shall include electrical and mechanical engineers, architectural and interior designers, wayfinding designers, and lighting designers

Participation by Disadvantage Business Enterprises (DBE) is encouraged. The DBE goal for this project is 7.4%.

The response to this RFQ must be received no later than **September 26, 2019 at 2:00 P.M.**, at the Albany County Airport Authority Purchasing Office. Qualifications should be submitted to the Airport Authority Purchasing Office at [bmatthews@albanyairport.com](mailto:bmatthews@albanyairport.com)

The Authority reserves the right to reject any or all qualifications, in whole or in part, to waive any and all informalities, and to disregard all non-conforming, non-responsive, or conditional qualifications.

Qualification statements received in the Authority Purchasing Office after the submission deadline shall be returned unopened and will be considered void and unacceptable. The Airport Authority is not responsible for lateness of mail, carriers, etc., and the date/time stamp clock in the Purchasing Department shall be the official time of receipt.

## ALBANY COUNTY AIRPORT AUTHORITY

### Design Services for Snow Removal Equipment Storage Building Improvements Contract S-904

## SECTION II: REQUEST FOR QUALIFICATIONS

### 1.0 INSTRUCTIONS TO RESPONDENTS:

The Albany County Airport Authority (“Authority”) is seeking design services qualification statements with hourly rates by staffing titles at the Albany International Airport.

The Consultant shall conduct its work in accordance with applicable Federal, State and local laws and regulations. Where approvals by Federal, State or Local bodies or agencies are necessary, the Consultant shall identify such approvals and assist the Authority in obtaining same.

Furthermore, the Consultant shall perform in a manner consistent with all existing legal agreements and leases at the Airport. Where variances to existing agreements or leases maybe recommended, ample justification shall be provided. Airport Counsel will provide access to existing agreements and leases, as well as interpretations thereof and assessments of possible amendments as may be necessary as a result of the Contractor’s work.

In response to this RFQ, the Consultant may define, from its perspective, a more specific scope of services that will achieve the Authority’s objectives based upon procedures and methods as approved by the Authority. The Authority reserves the right to modify, amend, or waive any provision of this RFQ, prior to letting of a contract for contracting services.

Any interpretation, correction or change to this Request for Qualifications will be made by addenda. Sole issuing authority of addenda shall be vested in the Purchasing Agent as entrusted by the Albany County Airport Authority. Addenda will be posted on Bid Net Direct.

All questions concerning this RFQ shall be submitted in writing to Purchasing Agent, Bobbi Matthews at the above address, by email to [BMatthews@albanyairport.com](mailto:BMatthews@albanyairport.com) or by facsimile to (518) 242-2640 and interpretations and responses will be addressed to all respondents as addenda to the RFQ. Respondents are advised to refrain from requesting information in any manner other than as specified herein. Questions should be submitted in writing at least 72 hours prior to the due date and time to allow for a thorough response.

The Authority is extremely appreciative of the time and effort you must expend to submit a response. We would appreciate your informing us of any requirements of this RFQ which may have influenced your decision to “NO OFFER”. If, however, you choose to “NO OFFER” this service and wish to remain on list for other services, please state the particular service under

which you wish to be classified.

## **2.0 PROJECT MANAGEMENT AND ORGANIZATIONAL STRUCTURE:**

2.1 The **ALBANY COUNTY AIRPORT AUTHORITY**, is a body corporate and politic constituting a public benefit corporation established and existing pursuant to the Albany County Airport Authority Act enacted by Chapter 686 of the laws of 1993 and set forth in Title 32 of the New York Public Authorities Law, having offices at the Administration Building, 2nd Floor, Albany International Airport, Albany, NY, 12211-1057.

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

The County and the Authority have entered into an Airport Lease Agreement, effective as of May 16, 1996, for a term of forty (40) years, 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.

## **3.0 PROJECT SCOPE OF WORK: Contract No. S-904**

The Airport Authority is seeking a multi-disciplinary team that can quickly prepare design and technical specification documents to meet the scope of the work. The team shall include structural, site and electrical engineers, and lighting designers with prior experience on similar Federal funded capital projects.

This project consists of design and construction administration for construction of a metal clad pole-barn snow removal equipment storage building on heavy-duty concrete slab measuring approximately 150' by 100' for the location cited at 130 Sicker Road noted on Exhibit A. Electrical requirements include, but are not limited to, service outlets for engine block heating, compressors, welding and service lighting for vehicle maintenance activities. Where appropriate, Energy Star or Lighting Design Consortium will be required to assure National Grid benefit charge rebate on new LED fixtures. The preliminary design and construction project budget is \$1,980,000. Construction Inspection will be considered as a separate contract or contract amendment.

### **Terminal Interior Design and Existing Garage Improvements.**

#### **Schedule**

The project design schedule:

Start Design: October 2019

Design Complete:	March 2020
The construction schedule:	
Bid and Award Phase:	April /May 2020
Construction Starts:	July 2020
Construction Complete:	December 2020

Prior to the award of contract, the Authority shall establish with the Consultant a detailed work schedule for the performance of services.

## **5.0 CONSULTANT QUALIFICATIONS:**

In response to this RFQ, respondents shall structure their response to the requirements as specified hereinafter. The Authority will consider these factors in the evaluation of each response. Incomplete Qualification Statements shall be rejected, and the Authority is under no obligation to request, nor obtain additional information than as presented in response to these requirements.

### **5.1 BUSINESS BACKGROUND:**

**5.1.1** The number of years your firm has been in business under its present business name.

**5.1.2** Please answer the following:

**5.1.2.1** Date of Incorporation or Organization

**5.1.2.2** State of Incorporation or Organization

**5.1.2.3** Names:

**5.1.2.3.1** President/CEO

**5.1.2.3.2** Vice President

**5.1.2.3.3** Secretary or Clerk

**5.1.2.3.4** Treasurer

**5.1.3** Has your firm ever failed to complete any contract awarded to you? If so, state when, where, and why.

**5.1.4** Has any officer or partner of your firm or the joint venture or members hereof, if applicable, ever been an officer or partner of another firm that failed to complete a contract? If so, state the circumstances.

**5.1.5** Respondents shall submit three (3) most recent past year's financial statements with their response. Audited financial statements are not mandatory. If respondent's firm does, however, have audited statements, please include a copy with your response.

**5.1.6** Attach any other information or conditions concerning your business background which you desire to present.

## **5.2 EXPERIENCE AND CAPABILITIES:**

**5.2.1** Recent experience on projects similar to the one being proposed. Identify previous client contacts with addresses and telephone numbers. Identify key personnel responsible for those projects.

**5.2.1.1** List five similar completed projects with name, address, and telephone number of clients for reference.

**5.2.2** Ability to complete recent projects on time and within budget. To be qualified for consideration the Consultant must have successful experience in the application of its proposed methods and systems at a commercial airport of the size and nature of, or larger than, the Albany International Airport.

**5.2.3** Availability of qualified personnel and necessary equipment to provide the services within schedule. Discuss current work load and percentage of resources available to this project.

**5.2.4** Provide the name of your project manager and key members of your proposed team in an organizational chart which complements your project approach statement. Provide resumes of the above personnel indicating their education, experience and certification/registration(s).

**5.2.5** Provide your Affirmative Action Policy Statement and evidence of compliance with Equal Employment Opportunity and Minority /Woman Owned Business Participation and Service Disabled Veteran Owned Business Participation goals on recent projects undertaken.

**5.2.5.1** The percentage of work to be performed by MBE/WBEs and SDVOBs.

**5.2.6** Identification of knowledge of regulations and laws of New York State



and County of Albany.

### 5.2.7 Certifications

5.2.7.1 Certification of Professional Registration in the State of New York.

5.2.7.2 Certification of required insurance as specified in the proposed Agreement.

## 5.3 SECURITY IDENTIFICATION DISPLAY AREA (SIDA) ACCESS POLICY FOR CONTRACTED CONSTRUCTION/MAINTENANCE ACTIVITY

### 5.3.1. Contractor Supervisory Personnel:

5.3.1.1. Contractor supervisory personnel (lead/foreman) who routinely or by separate Contract, supervise construction/maintenance personnel on the airport will be fingerprinted, identified, trained and issued an airport identification card authorizing them unescorted access to the SIDA.

5.3.1.2. The identification card will be retained by the Airport Security/Operations Department and issued to the holder when access is required. Employers shall be responsible for providing the Airport Security/Operations Department with the Five Year Employment Background Check as required by the FAA.

5.3.1.3. These personnel will escort working parties within the SIDA and will remain with the working party(ies) at all times. If the carded supervisory person leaves the SIDA, all individuals being supervised by that supervisor must also leave the SIDA.

### 5.3.2. Other Contractor Personnel:

5.3.2.1. Contractors, through their supervisory personnel, will provide the Airport Security/Operations Department with a daily roster of personnel who will be working within the SIDA on that day or shift as the case may be. This roster shall contain each individuals name, job title and employer (if subcontractor).

- 5.3.2.2. The supervisor will provide a daily roster to the Airport Security/Operations Department prior to the commencement of work and will obtain a numbered color coded badges for each individual on that roster. The buttons must be displayed on an outer garment at all times while the individual is in the SIDA. Individuals shall also have a valid New York State Driver's License or other photo identification in their possession. This additional identification shall be used to positively identify each individual.
- 5.3.2.3. At the end of the shift all buttons will be returned to the Airport Security/Operations Department. Failure to return the buttons will delay future access to the SIDA by the Contractor.
- 5.3.2.4. This policy shall apply to ALL Contractors involved in both short and long term projects, whether locally or federally funded.

## **6.0 CONTRACTOR'S RESPONSE:**

All responses meeting the intent of this Request for Qualifications will be considered for award. By offering substitutions, respondent shall state exceptions in the section pertaining to that area. Exceptions or substitutions, if accepted, must meet or exceed the stated intent of the RFQ. The absence of such a list shall indicate that the respondent has not taken exceptions and shall obligate the respondent to perform in strict accordance with the RFQ and contract. The Authority reserves the right to accept any or none of the exception(s) or substitution(s) as deemed to be in the best interest of the Airport. The Contractor shall demonstrate that proposed exceptions or substitutions are equal to the specifications herein.

### **6.1 PROJECT APPROACH:**

- 6.1.1 Demonstration of knowledge and understanding of the Scope of Services and the current environment in which services will be performed.
- 6.1.2 Based upon the specified scope of services, provide a work program to satisfy the requirements of the Authority. Explain the approach to be utilized in accomplishing the work required within the time frame permitted.
- 6.1.3 Identify and certify the availability of personnel, equipment, and other

resources to perform the scope of services.

**6.1.4** Identify any potential problem areas and proposed mitigation.

**6.1.5.** State the level of priority this project will have within the firm from project commencement to completion.

## **6.2 CERTIFICATIONS:**

In response to this RFQ, respondents shall certify in their submittals the following:

**6.2.1** Incorporation or license to conduct business in the State of New York;

**6.2.2** Understanding of and agreement with, the sufficiency of the specified scope of services to achieve the Authority's objectives;

**6.2.3** Assurance to comply with the Airport's Rules and Regulations;

**6.2.4** A list of certified DBEs at the Albany County Airport Authority by contacting the DBE Liaison Officer, Ellen Addington at [eaddington@albanyairport.com](mailto:eaddington@albanyairport.com); or (518) 242-2210.

Bidders are encouraged to make a good faith effort in working toward the attainment of the goals set by the Airport Authority.

**6.2.5** Evidence of availability of, or the intent to procure, required insurance as specified, in the attached Contractual Agreement. Respondents shall complete and submit the Insurance Requirement Affidavit, as attached.

## **7.0 EVALUATION PROCEDURE:**

**7.1** The Authority will designate an evaluation committee to review Qualifications Statement. This Committee will consist of personnel selected by the Airport Authority's Executive Office.

**7.2** The Committee shall evaluate the Respondent's qualifications submitted for compliance with this RFQ.

**7.3** The following criteria will be utilized in the evaluation of qualifications and the referenced weighted values will be utilized to rank respondents.

### **7.3.1 Pertinent Experience of Consultant (30 Points)**

7.3.1.1 Recent Experience in Projects that are Similar in Nature to the Albany International Airport.

7.3.1.2 Capability to Perform Work

7.3.1.3 Demonstrated Experience in Specialized Areas of Design

7.3.1.4 Experience and Demonstrated Positive Response to Value-Engineering Studies

**7.3.2 Proposed Design Team Organization (25 points)**

7.3.2.1 Qualifications of Team Members, as having experience with Qualified Team Structure

7.3.2.2 Key Personnel's Professional Background, Leadership, and Expertise and relationship to the Project

7.3.2.3 Proposed Design Team Composition to Cost Effectively and Responsively Accomplish the Project

**7.3.3 Project Approach (20 points)**

7.3.3.1 Interest in Undertaking the Project

7.3.3.2 Understanding of the Project's Potential Problems and Unique Characteristics

7.3.3.3 Capability to Blend Aesthetic and Function while Accomplishing the Basic Requirements of Airport Facilities

**7.3.4 Past Performance (20 points)**

7.3.4.1 Reputation for Personal and Professional Integrity and Competence

7.3.4.2 Ability to Meet Schedules and Budgets

7.3.4.3 Quality of Projects Previously Undertaken by Respondent

**7.3.5 Work Load (5 points)**

7.3.5.1 Current and Projected Work Loads Allow for a Timely Response

to the Project.

**Total Points - 100**

- 7.4 Where necessary, respondents may be required to interview with the appropriate Committee of the Authority.
- 7.5 Based upon the evaluation, the Airport Authority shall recommend award of contract to the Authority for approval.

**8.0 AWARD OF CONTRACT**

- 8.1 Award will be made to the most qualified respondent.
- 8.2 Upon authorization, the contract will be executed on behalf of the Authority by the Chairman.
- 8.3 Notwithstanding anything contained herein to the contrary, no default shall be deemed to occur in the event no funds or insufficient funds are appropriated, budgeted, or otherwise unavailable to the Authority for payment. The Authority will immediately notify the respondent of such occurrence, and the Agreement shall terminate on the last day of the fiscal period for which appropriations were made, without penalty or expense to the Authority of any kind whatsoever, except as to those portions herein agreed upon for which funds shall have been appropriated and budgeted.

**9.0 SUBMISSION OF QUALIFICATIONS**

- 9.1 Proposals are to be emailed to [bmatthews@albanyairport.com](mailto:bmatthews@albanyairport.com).

**Subject on email should read:**

**“CONTRACT # S-904 Design Services For Snow Removal Equipment storage Building Improvements.”**

- 9.2 **Deadline: 2:00 P.M., September 26, 2019**

- 9.3 Each submittal will be submitted electronically by email to [bmatthews@albanyairport.com](mailto:bmatthews@albanyairport.com). Each submittal shall not exceed 20 pages including the cover letter. Do not include company brochures. This page limit does not include financial statements or other required documents.

- 9.4 Late Responses:** Qualification Statements received in the Airport Purchasing Office after the submission deadline shall be returned unopened and will be considered void and unacceptable. The Airport Authority is not responsible for lateness of mail, carriers, or emails not being received due to technical difficulties. It is recommended that proposers request a receipt acknowledgement for all email submittals sent to the Airport Authority Purchasing Agent, Bobbi Matthews at [bmatthews@albanyairport.com](mailto:bmatthews@albanyairport.com)
- 9.5** A response may not be withdrawn or canceled by the respondent for a period of ninety (90) days following the date designated for the receipt of response and respondent so agrees to this condition upon submittal of their response.
- 9.6** Qualifications shall be received and acknowledged only so as to avoid disclosure of the contents to competing respondents and kept secret during the evaluation/negotiation process. However, all qualifications shall be open for public inspection after the contract is awarded. Trade secrets and confidential information contained in the response and so identified will be treated as confidential by the Authority to the extent allowable in the Freedom of Information Law.

All questions or comments regarding this request may be submitted in writing to:

Ms. Bobbi Matthews, Purchasing Agent,  
Albany County Airport Authority, Administration Building, Room 204  
Albany, New York 12211-1057,  
by email: [bmatthews@albanyairport.com](mailto:bmatthews@albanyairport.com), or facsimile (518) 242-2640.

## SECTION III

### \*\*SAMPLE PROFESSIONAL SERVICES AGREEMENT\*\*

BETWEEN THE

ALBANY COUNTY AIRPORT AUTHORITY

AND

XXXXXXXXXX

FOR THE

XXXXXXXXXXXXXXXXXXXX

AT THE ALBANY INTERNATIONAL AIRPORT

CONTRACT NO. XXXXXXXX

THIS AGREEMENT is made and entered into effective the \_\_\_\_ day of XXXXXX , 201\_\_, by and between the **ALBANY COUNTY AIRPORT AUTHORITY** (the "Authority"), a body corporate and politic constituting a public benefit corporation established and existing pursuant to the Albany County Airport Authority Act enacted by Chapter 686 of the laws of 1993 and set forth in Title 32 of the New York Public Authorities Law, having offices at the Administration Building, Room 200, Albany International Airport, Albany, NY, 12211 and XXXXXXX, (the "Consultant"), a **New York Corporation** having its office and principal place of business at XXXXXXX.

#### RECITALS

1. The County of Albany (the County) is the owner of the Albany International Airport (the Airport), located in the Town of Colonie, County of Albany, State of New York.
2. The County and the Authority have entered into an Airport Lease Agreement, effective as of May 16, 1996, for a term of forty (40) years, whereby the AUTHORITY has the exclusive right to operate, maintain and improve the Airport and do anything else permitted by law, subject only to the restrictions and conditions stated in such Airport Lease Agreement and in accordance with applicable law.
3. The Consultant has heretofore submitted a proposal, dated XXXXXXX, for the project entitled XXXXXXX.
4. The Authority has negotiated a scope of work with the Consultant as described herein.

5. This Agreement had been duly authorized by the Albany County Airport Authority by resolution adopted on XXXXXXXX.

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

#### **ARTICLE I - SERVICES TO BE PERFORMED**

The Consultant shall perform the services hereinafter set forth under Article II, entitled A Scope of Work during the period from execution of this Agreement until completion of the work, as described in Article XIII, hereof.

#### **ARTICLE II - SCOPE OF WORK**

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

#### **ARTICLE III - FEES**

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

Consultant's fees in the aggregate shall not exceed \_\_\_\_\_ .

Payment of fees shall be made upon proper completion of a Claim Form by the Consultant. The Claim Form is set forth at the end of Schedule "B", Fee Schedule. Payment by the Authority to the Consultant shall be due and payable within thirty (30) days of receipt of a complete, accurate and acceptable Claim Form by the Authority. The Authority shall retain five percent (5%) of each payment until 100% completion of the work by Consultant. Upon completion of 100% of the work by the Consultant, and acceptance of such work by the Authority, the Consultant shall be entitled to any amounts retained by the Authority hereunder.

#### **ARTICLE IV - AVAILABLE DATA**

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

#### **ARTICLE V - COOPERATION**



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

#### **ARTICLE VI - EXTRA WORK**

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

#### **ARTICLE VII - ACCOUNTING RECORDS**

Proper and full accounting records shall be maintained by the Consultant, which records shall clearly identify the costs of the work performed under this Agreement. Such records shall be subject to periodic and final audit by the Authority upon request. Such records shall be accessible to the Authority for a period of six (6) years following the date of final payment by the Authority to the Consultant for the performance of the work contemplated herein.

#### **ARTICLE VIII - ASSIGNMENTS**

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

#### **ARTICLE IX - OWNERSHIP OF MATERIALS**

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

#### **ARTICLE X - INDEPENDENT CONTRACTOR**

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

#### **ARTICLE XI - INDEMNIFICATION**

The Consultant shall indemnify and save harmless the Authority, its employees and agents, including the County of Albany, the Federal Aviation Administration, the State of New York and AFCO AvPORTS Management, LLC, from and against all claims, damages, losses and expenses (including, without limitation, reasonable attorney's fees) arising out of, or in consequence of, any negligent act

or omission or intentional act of the Consultant, to the extent of their responsibility for such claims, damages, losses and expenses and to the fullest extent as possible by law.

**ARTICLE XII - INSURANCE**

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

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

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

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

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

Liability For Bodily Injury & Property Damage	
Combined Single Limit	\$5,000,000

- 3. General Liability Insurance: Commercial General Liability (Occurrence Form) including contractual, personal injury, premises/products and completed operations liability, explosion, collapse and underground and broad form property damage and shall cover all operations and shall be furnished with limits of not less than:

Liability For Bodily Injury & Property Damage	
Combined Single Limit	\$5,000,000

The general liability insurance required must include contractual liability insurance applicable to CONSULTANT'S obligations under this Agreement. Provide a list of all endorsed exclusions, if any. CONSULTANT shall maintain products/completed operations coverage for the duration of this Agreement and for a minimum of three years after completion of all services covered by this Agreement.



as amended, known as the Disability Benefits Law. This Agreement shall be void and of no effect unless the CONSULTANT procures such policy or policies and maintains the same in force during the term of this Agreement.

- (c) If AUTHORITY has any objection to the coverage afforded by or other provisions of the insurance required to be purchased and maintained by CONSULTANT in accordance with paragraph (a) on the basis of its not complying with this Agreement, the AUTHORITY will notify CONSULTANT in writing thereof within thirty (30) days of the date of delivery of such certificates to the AUTHORITY. CONSULTANT will provide such additional information in respect of insurance provided by CONSULTANT as the AUTHORITY may reasonably request. Failure of AUTHORITY to give any such notice of objection within the time provided shall constitute acceptance of such insurance as carried by the CONSULTANT as complying with this Agreement.

### **ARTICLE XIII - TERMINATION OF CONTRACT**

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

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

#### **Suspension or Termination of Performance**

- (A) Authority may at any time, and for any reason, direct architect to stop architect's services under this agreement for a period of time. This direction must be in writing and must specify the period during which the services are to be stopped. Consultant shall resume services on the date specified in the direction, or on any other date owner subsequently specifies in writing. The period during which services are stopped is deemed to be added to the time fixed for performance. Stoppage of services under this Section shall not give rise to any claim against owner.
- (B) In the event that:
  - (a) For any reason or through any cause, consultant fails to complete performance within the time fixed for performance under this agreement;
  - (b) Grounds for cancellation of the agreement under this section arise;
  - (c) Consultant otherwise defaults under this agreement;
  - (d) Authority gives consultant written notice that in its opinion, the conduct of consultant is such that the interests of owner are likely to be impaired or prejudiced, stating the facts on which the opinion is based;

then authority may, on written notice to consultant, immediately terminate this agreement for cause.

- (C) Nothing in this Section is to be construed to relieve consultant from any liability and/or damages sustained by authority as a result of any breach by consultant of this agreement, and payment by authority to consultant of any monies pursuant to this section does not bar owner from any and all remedies it may otherwise have against consultant for any failure of consultant to perform its services in accordance with this agreement.
- (D) Authority is not required to pay consultant under this section until consultant has satisfactorily completed the services required to be performed to the agreed point of suspension of termination.
- (E) Payment by owner to consultant of any monies pursuant to this Section does not bar owner from any and all remedies it may otherwise have against consultant for any failure of consultant to perform its services in accordance with this agreement.
- (F) If this agreement is terminated for any reason, consultant, prior to any payment to consultant pursuant to this section, shall deliver to authority the complete set of all original drawings prepared to the date of termination. Authority is entitled to use the ideas and designs contained in this agreement for the completion of the project; in the event of termination of this agreement or upon completion of the project, authority may, at all times, retain the originals of all such drawings, originals of renderings, special art work, or models. All drawings, plans, specifications, rendering and models, etc. are the property of authority. They are not to be used by any person other than authority on other projects unless expressly authorized by owner. Consultant is not responsible for any work that has not been completed as of the date of termination under this agreement.

#### **ARTICLE XIV - DELIVERY OF RECORDS**

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

#### **ARTICLE XV - DISSOLUTION**

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

#### **ARTICLE XVI - LICENSES**

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

**ARTICLE XVII - NON-DISCRIMINATION REQUIREMENT**

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

**ARTICLE XVIII - NON-APPROPRIATIONS CLAUSE**

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

**ARTICLE XIX - APPLICABLE LAW**

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

**ARTICLE XX – MANDATORY FEDERAL CONTRACT PROVISIONS**

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

**ARTICLE XX - NOTICE**

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

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

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

**ARTICLE XXI - INVALID PROVISIONS**

It is further expressly understood and agreed by and between the parties hereto that in the event any covenant, condition or provision herein contained is held to be invalid by any court or competent jurisdiction, the invalidity of such covenant, condition or provision shall in no way affect any other covenant, condition or provision herein contained; provided, however, that the invalidity

of any such covenant, condition or provision does not materially prejudice either Authority or Consultant in their respective rights and obligations contained in the valid covenants, conditions or provisions in this Agreement.

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

ALBANY COUNTY AIRPORT AUTHORITY

BY: \_\_\_\_\_  
Chairman

XXXXXXXXXXXX

BY: \_\_\_\_\_

XXXXXXXXXXXXXXXXXXXX



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

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

\_\_\_\_\_  
Notary Public

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

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

\_\_\_\_\_  
Notary Public

STATE OF )  
 ) ss.:  
COUNTY OF )

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

\_\_\_\_\_  
Notary Public

**SCHEDULE "A"**

**SCOPE OF WORK**

**SAMPLE SERVICE AGREEMENT**

**SCHEDULE "B"**

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

**SAMPLE SERVICE AGREEMENT**

## SECTION IV: SCHEDULE "A" CONSULTANT'S RESPONSE

OFFERER/BIDDER/PROPOSER'S AFFIRMATION OF UNDERSTANDING OF AND AGREEMENT PURSUANT TO STATE FINANCE LAW §139-j(3) and §139-j(6)(b)

Contract No.: S-904

Contract Name: Design Services For Snow Removal Equipment Storage Building Improvements

Pursuant to State Finance Law §§139-j and 139-k (attached), this Solicitation/Invitation for Bid/Request for Proposal includes and imposes certain restrictions on communications between the Authority and an offerer/bidder during the procurement process. An offerer/bidder/proposer is restricted from making contacts from the earliest notice of intent to solicit offers through final award and approval of the 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 identified in the Solicitation/Invitation for Bid/Request for Proposal for the contract referenced above. 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/proposer 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/proposer is debarred from obtaining governmental procurement contracts. Further information about these requirements can be found by examining the New York State Procurement Lobbying Law.

Offerer affirms that it understands and agrees to comply with the procedures of the Authority relative to permissible Contacts as required by State Finance Law §139-j (3) and §139-j (6) (b).

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Contractor Name: \_\_\_\_\_

Contractor Address: \_\_\_\_\_

## QUALIFICATION ACKNOWLEDGMENT FORM

The proposers acknowledge that he/she has carefully examined the RFQ, the attached Agreement draft and the proposed location/s for his proposed operation/s.

The proposer warrants that if qualifications are accepted, he will contract with the Albany County Albany Authority the form of an Agreement substantially in the form attached and comply with the requirements of the RFQ and the executed Agreement. Proposer agrees to deliver an executed Agreement to the Albany County Airport Authority within fourteen (14) calendar days of receiving the tendered Agreement from the Authority.

I, the undersigned, guarantee our qualifications meet or exceed specifications contained in the RFQ document. Any exceptions are described in detail and all requested information has been submitted as requested.

I affirm that I have read and understand all the provisions and conditions as set forth in this RFQ. Our firm will comply with all provisions and conditions as specified, unless specifically noted as an exception with our Qualifications.

I also affirm that I am duly authorized to execute the Agreement contemplated herein; that this company, corporation, firm, partnership, or individual has not prepared these Qualifications in collusion with any other proposer.

Name of Proposer: \_\_\_\_\_

Signature of Authorized Person: \_\_\_\_\_

Title: \_\_\_\_\_

Business Address of Proposer: \_\_\_\_\_

Business Phone Number: \_\_\_\_\_

Date: \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_.

## NON-COLLUSION AFFIDAVIT

Authorized officer: Proposer's qualifications containing statements, letters, etc., shall be signed in the qualifications by a duly authorized officer of the company whose signature is binding on the qualifications.

The undersigned offers and agrees to furnish all of the items/services upon which qualifications are stated in the accompanying proposal. The period of acceptance of this proposal will be \_\_\_\_\_ calendar days from the date of the acknowledgment. (Period of acceptance will be ninety (90) calendar days unless otherwise indicated by proponent).

STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_

BEFORE ME, the undersigned authority, a Notary Public in and for the State of \_\_\_\_\_ on this day personally appeared \_\_\_\_\_ who after being by me duly sworn did depose and say: I, \_\_\_\_\_ am a duly authorized officer of/agent for and have been duly authorized to execute the foregoing on behalf of the said \_\_\_\_\_  
\_\_\_\_\_.

I hereby certify that the foregoing offer has not been prepared in collusion with any other proponent or other person or persons engaged in the same line of business prior to the official opening of this proposal. Further, I certify that the proponent is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination, to control the type of services/commodities offered, or to influence any person or persons to offer or not to offer thereon.

By submission of these qualifications, each proponent and each person signing on behalf of any proponent certifies and in the case of a joint proposal each party thereto certifies as to its own organization, under penalty of perjury that to the best of his knowledge and belief:

- A. The prices in this proposal have been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition as to any matter relating to such prices with any other proponent or with any competitor;
- B. Unless otherwise required by law, the prices which have been quoted in this qualification have not been knowingly disclosed by the proponent and will not knowingly be disclosed by the proponent prior to the opening, directly or indirectly to any other proponent or to any competitor; and,
- C. No attempt has been made or will be made by the proponent to induce any other person, partnership or corporation to submit or not to submit qualifications for the purpose of restricting competition.

Name and Address of Proponent: \_\_\_\_\_  
\_\_\_\_\_

Telephone and Fax Numbers: \_\_\_\_\_

By: \_\_\_\_\_ Name & Title \_\_\_\_\_  
Signature

SUBSCRIBED AND SWORN to before me by the above-named on this \_\_\_\_\_ day of  
20\_\_ .

\_\_\_\_\_  
Notary Public in and for the State of New York

**INSURANCE REQUIREMENT AFFIDAVIT**

To be completed by appropriate insurance agent:

I, the undersigned agent, certify that the insurance requirements contained in this qualifications document have been reviewed by me with the below identified offerer. If the below identified offerer is awarded this contract by Albany County Airport Authority, I will be able, within ten (10) days after offerer is notified of such award, to furnish a valid insurance certificate to the Airport meeting all of the requirements contained in this contract.

Agent: \_\_\_\_\_  
Signature Agent

Name of Insurance Carriers: \_\_\_\_\_

Address of Agency: \_\_\_\_\_  
\_\_\_\_\_

Phone Number Where  
Agent May Be Contacted: \_\_\_\_\_

Offerer's Name (Print or Type) \_\_\_\_\_

SUBSCRIBED AND SWORN to before me by the above named on this  
day of \_\_\_\_\_, 200 .

\_\_\_\_\_  
Notary Public in and for  
State of New York



## CORPORATION STATEMENT

IF A CORPORATION, answer the following:

1. When incorporated?

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2. Where incorporated?

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3. Is the corporation authorized to do business in New York?

\_\_\_\_\_ Yes                  \_\_\_\_\_ No

If New York is not state of incorporation:

A. Address of the registered office in New York:

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B. Name of registered agent in New York at such office:

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C. Attach Certificate of Authority to transact business in New York.

4. The Corporation is held: \_\_\_\_\_ Publicly                  \_\_\_\_\_ Privately

5. Furnish the name, title, and address of each officer, director, and shareholders of the corporation's issued stock:

Officer's Name	Address	Position	%
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**Director's Name**

**Address**

**Principal Business  
Affiliation Other  
Than Proposer's  
Directorship**

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**Principal  
Shareholders**

**Address**

**Percentage  
Ownership**

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## PARTNERSHIP STATEMENT

IF A PARTNERSHIP, answer the following:

1. Date of Organization? \_\_\_\_\_
2. General Partnership \_\_\_\_\_ Limited Partnership \_\_\_\_\_
3. Partnership Agreement Recorded? \_\_\_\_\_ Yes \_\_\_\_\_ No  
Date: \_\_\_\_\_

Book: \_\_\_\_\_

Page: \_\_\_\_\_

County: \_\_\_\_\_

4. Has the Partnership done business in New York?  
Yes \_\_\_\_\_ No \_\_\_\_\_ When? \_\_\_\_\_
5. Name, address, and partnership share of each general or limited partner:

Name	Address	Percent Of Share Partner	General Limited
1.	_____		
2.	_____		
3.	_____		
4.	_____		

## JOINT VENTURE STATEMENT

IF A JOINT VENTURE, answer the following:

1. Date of Organization? \_\_\_\_\_
  2. Joint Venture Agreement Recorded? \_\_\_\_\_ Yes \_\_\_\_\_ No
  3. Has the Joint Venture done business in New York State? \_\_\_\_ Yes \_\_\_\_ No  
When? \_\_\_\_\_
  4. Name and address and percent ownership of each Joint Venture.
- | Name  | Address | Percentage<br>&<br>Ownership |
|-------|---------|------------------------------|
| _____ | _____   | _____                        |
| _____ | _____   | _____                        |
| _____ | _____   | _____                        |
| _____ | _____   | _____                        |

**ALL PROPOSALS - FINANCIAL INFORMATION**

**A. Financial Statements**

Proponents shall attached a Balance Sheet and Income Statement prepared in accordance with Generally Accepted Accounting Principles (GAAP) for the most current year-to-date period, together with a copy of the Proponent's most recent fiscal year Financial Statements, audited by a Certified Public Accountant or firm of Certified Public Accountants, including the auditor's opinion thereon.

**B. Surety Information**

1. Have you, or any entity you have had an ownership interest in, ever had a bond or surety canceled or forfeited? Yes ( ) No ( )
2. If Yes, state the name of the bonding company, date, amount of the bond and the reason for such cancellation or forfeiture

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**C. Bankruptcy Information**

1. Have you, or any entity you have had an ownership interest in, ever filed a petition for bankruptcy, or been declared bankrupt? Yes ( ) No ( )
2. If Yes, state the name of the entity, date, amount of the filed or declared bankruptcy

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**D. County of Albany and any Affiliated Entity**

1. Have you ever entered into an agreement with the County of Albany or any affiliated entity? Yes ( ) No ( )
2. If Yes, identify the agreement(s), its purpose, and its term.
3. Have you ever been sent a default notice concerning any such agreement(s)? Yes ( ) No ( ) If Yes, please explain

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## WORK FORCE COMPOSITION

**Name of Firm**

**Phone Number**

**Address**

**City**

**State**

**Zip Code**

**Name & Title of Authorized Executive**

Full Time Employees	Total # of Employees	White	American Indian	Black	Hispanic	Other (*)
		Male / Female	M/F	M/F	M/F	M/F
Admin & Manager						
Professional						
Technical						
Sales Workers						
Office Workers						
Semiskilled Workers						
Unskilled Workers						
Apprentices						
Seasonal Temporary						
Part Time						
<b>TOTAL</b>						

**\*Use Additional Sheets To Identify The Ethnicity Of Employees Identified In This Category.**

**Remarks:** \_\_\_\_\_

### CONSULTANT' CERTIFICATION

The above information is true and complete to the best of my knowledge and belief. I further understand and agree that if awarded the contract, this certification shall be attached thereto and become a part thereof.

Name & Title of Signer: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

EXHIBIT A SITE LOCATION MAP

FAA CONTROL TOWER

Subject

AIRFIELD MX

130 SICKER ROAD

© 2018 Google



## Steve Iachetta

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**From:** Bobbi Matthews  
**Sent:** Tuesday, October 01, 2019 10:10 AM  
**To:** Steve Iachetta; John LaClair; John A. O'Donnell  
**Cc:** Kathryn Kane  
**Subject:** Contract # S-904 Evaluation Summary  
**Attachments:** S-904. Certified Copy.pdf; S-904 Proposal-GPI.pdf

Contract # S-904 / Design Services for Snow Equipment Storage Building

Evaluation Committee:  
Steve Iachetta  
John LaClair  
John O'Donnell

Highest possible score: 300

**Results:**

CHA	261
C&S Engineers	265
CT Male	251
SEI	255
GPI	277
Bergmann	259

The proposer receiving the highest score is GPI Engineering.

*Bobbi Matthews  
Purchasing Agent  
Albany County Airport Authority  
Administration Building, Suite 204  
Albany, NY 12211  
Phone:(518)242-2213  
Fax: (518)242-2640*



**AGENDA ITEM NO. 10.8**

**Construction Contract: Contract No. SC-1028; Plumbing Services with BPI Piping, Inc. and Eckert Mechanical**

AGENDA ITEM NO: 10.8  
MEETING DATE: October 7, 2019

ALBANY COUNTY AIRPORT AUTHORITY  
REQUEST FOR AUTHORIZATION

ACAA Approved  
10/07/2019

**DEPARTMENT:** *Finance*

**Contact Person:** *Michael Zonsius, Chief Financial Officer*

**PURPOSE OF REQUEST:**

**Construction Contract:** *Contract No. SC-1028; Plumbing Services with BPI Piping, Inc. and Eckert Mechanical*

**CONTRACT AMOUNT:**

**Contract Amount:** *\$75,000 (Estimated Total Contract Cost – There is No Fixed Total Contract Amount)*

**BUDGET INFORMATION:**

Anticipated in Current Budget: Yes  No

**FISCAL IMPACT - FUNDING** (Dollars or Percentages)

Federal  State  Airport 100%  
Funding Source: Airport Operating Budget

**JUSTIFICATION:**

*The Airport relies upon the services of an independent contractor to provide plumbing and drain repairs and maintenance as directed by the Airport building and maintenance department on an as needed basis. The Authority received three responses to the Request for Proposal. The three proposals were deemed fully responsive, reviewed, and scored by an RFP evaluation committee. The RFP stated two (2) contractors would be awarded this contract to avoid project delays if one contractor is not readily available. Requested work will be alternated between the two contractors at the discretion of the Airport Authority Representative. Based upon the evaluation criteria stated in the RFP, the two proposers receiving the highest scores are BPI Piping and Eckert Mechanical. Request is made that a contract for 1 (one) year with four 1 (one) optional renewals be awarded to each of these contractors. BPI Piping only provided pricing for three years based on union contract rates only available to them for the next three years. Therefore, renewals will be subject to annual approval by the Chief Executive Officer.*

**CHIEF EXECUTIVE OFFICER'S RECOMMENDATION:**

*Recommend approval.*

**FINAL AGREEMENT SUBJECT TO APPROVAL BY COUNSEL:** Yes  NA

AGENDA ITEM NO: 10.8  
MEETING DATE: October 7, 2019

**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 evaluation score summary, proposed pricing summary, proposals submitted by BPI Piping and Eckert Mechanical, and the RFP.*

**CONTRACT # SC-1028  
PLUMBING SERVICES**

VENDOR	BPI Piping	Collett Mechanical	Eckert Mechanical
<b>One (1) Man Crew</b>			
<i>Based on Mon-Fri, non Holiday, non emergency</i>			
Year 1	\$ 96.38	\$ 101.70	\$ 88.67
Year 2	\$ 98.90	\$ 104.70	\$ 90.89
Year 3	\$ 100.65	\$ 107.70	\$ 93.16
Year 4	N/A	\$ 110.70	\$ 95.49
Year 5	N/A	\$ 113.70	\$ 97.88
<i>Weekend/Holiday Call In</i>			
Year 1	Sat: \$115.96 / Call In: \$145.12	\$ 155.46	\$ 119.57
Year 2	Sat: \$123.50 / Call In: \$152.65	\$ 158.46	\$ 122.56
Year 3	Sat: \$126.16 / Call In: \$156.18	\$ 161.46	\$ 125.62
Year 4	N/A	\$ 164.46	\$ 128.76
Year 5	N/A	\$ 167.46	\$ 131.98
<i>Emergency Call In</i>			
Year 1	\$ 145.12	\$ 155.46	\$ 150.46
Year 2	\$ 152.65	\$ 158.46	\$ 154.22
Year 3	\$ 156.18	\$ 161.46	\$ 158.08
Year 4	N/A	\$ 164.46	\$ 162.03
Year 5	N/A	\$ 167.46	\$ 166.08
<b>Two (2) Man Crew</b>			
<i>Based on Mon-Fri, non Holiday, non emergency</i>			
Year 1	\$ 190.04	\$ 203.40	\$ 181.59
Year 2	\$ 195.10	\$ 209.40	\$ 186.13
Year 3	\$ 200.16	\$ 215.40	\$ 190.78
Year 4	N/A	\$ 221.40	\$ 195.55
Year 5	N/A	\$ 227.40	\$ 200.44
<i>Weekend &amp; Holiday Rates</i>			
Year 1	Sat: \$227.86/Call in: \$284.21	\$ 310.92	\$ 243.39
Year 2	Sat: \$242.10 / Call in: \$290.26	\$ 316.92	\$ 249.47
Year 3	Sat: \$252.32 / Call In: \$312.30	\$ 322.92	\$ 255.71
Year 4	N/A	\$ 328.92	\$ 262.10
Year 5	N/A	\$ 334.92	\$ 268.66
<i>Emergency Call In</i>			
Year 1	\$ 284.21	\$ 310.92	\$ 305.17
Year 2	\$ 290.26	\$ 316.92	\$ 312.17
Year 3	\$ 312.30	\$ 322.92	\$ 320.62
Year 4	N/A	\$ 328.92	\$ 328.63
Year 5	N/A	\$ 334.92	\$ 336.85
<i>Hourly Rate for Use of Delivery Vehicle If Request by Authority</i>			
Year 1	\$ 30.00	\$ 70.00	\$ 4.50
Year 2	\$ 32.50	\$ 73.00	\$ 5.50
Year 3	\$ 35.00	\$ 76.00	\$ 6.50
Year 4	N/A	\$ 79.00	\$ 7.50
Year 5	N/A	\$ 82.00	\$ 8.50

## **EVALUATION SUMMARY**

Contract # SC-1028  
Plumbing Services

Score: (Highest Possible Score is 300)

BPI Piping:	265
Eckert Mechanical:	267
Collett Mechanical:	239

Request for award to two (2) contractors.

The two proposers receiving the highest score and recommendation for award are BPI Piping and Eckert Mechanical.



COMMERCIAL & INDUSTRIAL MECHANICAL CONTRACTORS

August 22, 2019

Albany County Airport Authority  
Administration Building  
Suite 204  
Albany, NY 12211-1057

RE: Request for Competitive Proposals – Plumbing Services

Enclosed please find a copy of our proposal for Plumbing Services – Contract Number SC-1028. Please see listed below important company contact information should you wish to contact our organization.

Joseph R. Burniche, President  
BPI Piping, Inc.  
95 Hudson River Road  
Waterford, NY 12188  
Office Phone Number: 518-238-2383  
Office Fax Number: 518-233-0123  
[joeb@bpi piping.com](mailto:joeb@bpi piping.com)

Sincerely,

A handwritten signature in black ink that reads 'Joseph R. Burniche'. The signature is written in a cursive style with a long, sweeping underline that extends to the left.

Joseph R. Burniche, President

**Exhibit D: Proposal A**

**PROPOSAL ACKNOWLEDGMENT FORM**

The proposers acknowledge that he/she has carefully examined the RFP, the attached Agreement draft and the proposed location/s for his/her proposed operation/s.

The proposer warrants that if proposal is accepted, he/she will contract with the Albany County Albany Authority the form of an Agreement substantially in the form attached and comply with the requirements of the RFP and the executed Agreement. Proposer agrees to deliver an executed Agreement to the Albany County Airport Authority within fourteen (14) calendar days of receiving the tendered Agreement from the Authority.

I, the undersigned, guarantee our proposal meets or exceeds specifications contained in the RFP document. Any exceptions are described in detail and all requested information has been submitted as requested.

I affirm that I have read and understand all the provisions and conditions as set forth in this RFP. Our firm will comply with all provisions and conditions as specified, unless specifically noted as an exception with our Proposal.

I also affirm that I am duly authorized to execute the Agreement contemplated herein; that this company, corporation, firm, partnership, or individual has not prepared this Proposal in collusion with any other proposer and that the contents of this proposal as to rent, terms or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any other proposer or to any other person/s engaged in this type of business prior to the official opening of the proposal.

Name of Proposer: BPT Piping

Signature of Authorized Person: Joseph R. Bunko

Title: President

Business Address of Proposer: 95 Hudson River Road Watervliet NY

Business Phone Number: 518 238 2383

Date: 8/12/19

Subscribed and sworn to before me this 12 day of August, 2019.

**Exhibit D: Proposal B**

**NON-COLLUSION AFFIDAVIT**

Authorized officer: Bidder's proposal containing statements, letters, etc., shall be signed in the proposal by a duly authorized officer of the company whose signature is binding on the proposal.

The undersigned offers and agrees to furnish all of the items/services upon which qualifications are stated in the accompanying proposal. The period of acceptance of this proposal will be 710 calendar days from the date of the bid opening. (Period of acceptance will be forty-five (45) calendar days unless otherwise indicated by proponent).

STATE OF NEW YORK COUNTY OF Saratoga

BEFORE ME, the undersigned authority, a Notary Public in and for the State of NY on this day personally appeared Joseph Burniche who after being by me duly sworn did depose and say: I, Joseph Burniche am a duly authorized officer of/agent for BPI Piping, Inc. and have been duly authorized to execute the foregoing on behalf of the said .

I hereby certify that the foregoing offer has not been prepared in collusion with any other proponent or other person or persons engaged in the same line of business prior to the official opening of this proposal. Further, I certify that the proponent is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination, to control the type of services/commodities offered, or to influence any person or persons to offer or not to offer thereon.

By submission of this proposal, each proponent and each person signing on behalf of any proponent certifies and in the case of a joint proposal each party thereto certifies as to its own organization, under penalty of perjury that to the best of his knowledge and belief:

- A. The prices in this proposal have been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition as to any matter relating to such prices with any other proponent or with any competitor;
- B. Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the proponent and will not knowingly be disclosed by the proponent prior to the opening, directly or indirectly to any other proponent or to any competitor; and,
- C. No attempt has been made or will be made by the proponent to induce any other



person, partnership or corporation to submit or not to submit a proposal for the purpose of restricting competition.

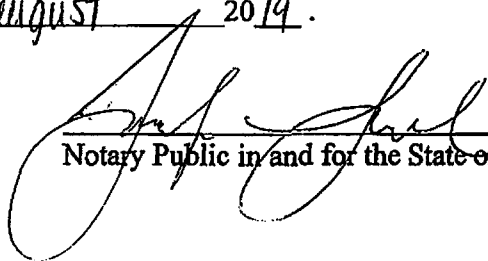
Name and Address of Proponent: BPI Piping  
95 Hudson River Road Waterford NY 12188

Telephone and Fax Numbers: 518 378 5944 518 233 0123

By:  Name & Title Joseph Burniche President  
Signature

SUBSCRIBED AND SWORN to before me by the above-named on this  
19<sup>th</sup> day of August 2019.

JACLYN LIVINGSTON  
NOTARY PUBLIC, STATE OF NEW YORK  
Registration No. 01116371051  
Qualified in Albany County  
Commission Expires February 20, 2022

  
Notary Public in and for the State of NY

**Exhibit D: Proposal C**

**Offerer Disclosure of Prior Non-Responsibility Determinations**

Name of Individual or Entity Seeking to Enter into the Procurement Contract:

BPI Piping, Inc

Address: 95 Hudson River Road  
Waterford, NY 12188

Name and Title of Person Submitting this Form: Joseph Burniche  
President

Contract Procurement Number: SC 1028

Date: 8/19/19

1. Has any Governmental Entity made a finding of non-responsibility regarding the individual or entity seeking to enter into the Procurement Contract in the previous four years? (Please circle):

No

Yes

If yes, please answer the next questions:

2. Was the basis for the finding of non-responsibility due to a violation of State Finance Law §139-j (Please circle):

No

Yes

3. Was the basis for the finding of non-responsibility due to the intentional provision of false or incomplete information to a Governmental Entity? (Please circle):

No

Yes

4. If you answered yes to any of the above questions, please provide details regarding the finding of non-responsibility below.

Governmental Entity: \_\_\_\_\_

Date of Finding of Non-responsibility: \_\_\_\_\_

Basis of Finding of Non-Responsibility: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Add additional pages as necessary)

5. Has any Governmental Entity or other governmental agency terminated or withheld a Procurement Contract with the above-named individual or entity due to the intentional provision of false or incomplete information? (Please circle):

No

Yes

6. If yes, please provide details below.

Governmental Entity: \_\_\_\_\_

Date of Termination or Withholding of Contract: \_\_\_\_\_

Basis of Termination or Withholding: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Add additional pages as necessary)

Offerer certifies that all information provided to the Governmental Entity with respect to State Finance

Law §139-k is complete, true and accurate.

By: Joseph R. Bernick Date: 8/12/19  
Signature

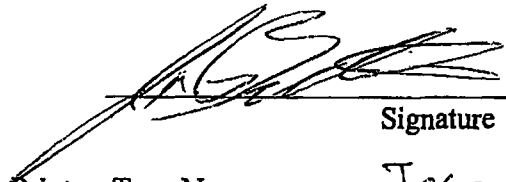
Name: Joseph R. Bernick

Title: President

**Exhibit D: Proposal D**

**OBTAINED REQUEST FOR PROPOSAL AFFIDAVIT**

I, being an authorized representative of the named organization / company, certify that I obtained the request for proposal documents from the Albany County Airport Authority Purchasing Office or from BidNet Direct. I understand that no proposal shall be considered unless the organization making this proposal has first obtained a copy of this Request for Proposal from the Albany County Airport Authority Purchasing Office or BidNet Direct.

  
Signature \_\_\_\_\_  
Agent Rose K. H. AN Inc

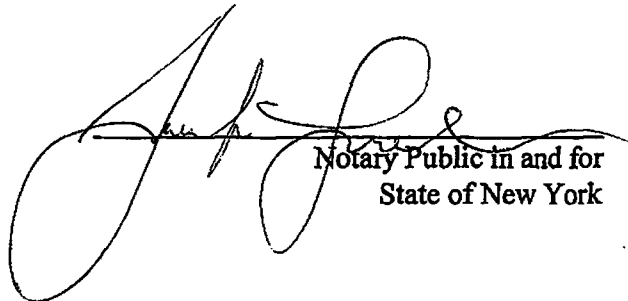
Print or Type Name: Joseph Burniche

Address 95 Hudson River Road  
Waterford, NY 12188

Phone: 518-238-2383

SUBSCRIBED AND SWORN to before me by the above named on this 19<sup>th</sup>  
day of August, 2019.

JACLYN LIVINGSTON  
NOTARY PUBLIC, STATE OF NEW YORK  
Registration No. 01L16371051  
Qualified in Albany County  
Commission Expires February 20, 2022

  
Notary Public in and for  
State of New York

**Exhibit D: Proposal E**

**PROPOSAL BOND**


**Not Required**

**Exhibit D: Proposal F**

**INSURANCE REQUIREMENT AFFIDAVIT**

To be completed by appropriate insurance agent:

I, the undersigned agent, certify that the insurance requirements contained in this proposal document have been reviewed by me with the below identified offerer. If the below identified offerer is awarded this contract by Albany County Airport Authority, I will be able, within ten (10 days after offerer is notified of such award, to furnish a valid insurance certificate to the Airport meeting all of the requirements contained in this contract.

Agent:  ROSE & KIERNAN, INC.  
Signature Agent

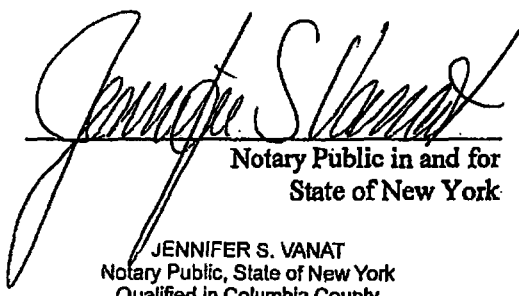
Name of Insurance Carriers: CINCINNATI INS. CO.

Address of Agency: 99 TROY ROAD  
EAST GREENBUSH NY 12061

Phone Number Where Agent May Be Contacted: 518 244-4245

Offerer's Name (Print or Type) BURNICHE PIPING INC

SUBSCRIBED AND SWORN to before me by the above named on this 13<sup>th</sup>  
day of August, 2019.

  
Notary Public in and for  
State of New York

JENNIFER S. VANAT  
Notary Public, State of New York  
Qualified in Columbia County  
Reg # 01VA6135808  
Commission Expires Oct. 24, 2021

Exhibit D: Proposal G-1

CORPORATION STATEMENT

IF A CORPORATION, answer the following:

1. When incorporated?

March 23, 1998

2. Where incorporated?

Saratoga, New York

3. Is the corporation authorized to do business in New York?

Yes  No

If New York is not state of incorporation:

A. Address of the registered office in New York:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

B. Name of registered agent in New York at such office:

\_\_\_\_\_

C. Attach Certificate of Authority to transact business in New York.

4. The Corporation is held:  Publicly  Privately

5. Furnish the name, title, and address of each officer, director, and shareholders of the corporation's issued stock:

Officer's Name	Address	Position	%
<u>Joseph R. Bernick</u>	<u>12 Robert Rd</u>	<u>President</u>	<u>80%</u>
<u>Joseph T. Bernick</u>	<u>110 Davis Ave</u>	<u>V. President</u>	<u>15%</u>

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Director's Name	Address	Principal Business Affiliation Other Than Proposer's Directorship
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N/A	N/A	N/A
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**Principal  
Shareholders**

**Address**

**Percentage  
Ownership**

<i>Joseph R. Burwick</i>	<i>12 North Rockwell St</i>	<i>85</i>
<i>Joseph T. Bennett</i>	<i>110 Broadway</i>	<i>10</i>

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**Exhibit D: Proposal G-3**

**ALL PROPOSALS - FINANCIAL INFORMATION**

**A. Financial Statements**

Proponents shall attached a Balance Sheet and Income Statement prepared in accordance with Generally Accepted Accounting Principles (GAAP) for the most current year-to-date period, together with a copy of the Proponent's most recent fiscal year Financial Statements, audited and certified by an Independent Certified Public Accountant, including the auditor's opinion thereon. *I & awarded will produce JAB*

**B. Surety Information**

1. Have you, or any entity you have had an ownership interest in, ever had a bond or surety canceled or forfeited? Yes ( ) No ()
2. If Yes, state the name of the bonding company, date, amount of the bond and the reason for such cancellation or forfeiture \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**C. Bankruptcy Information**

1. Have you, or any entity you have had an ownership interest in, ever filed a petition for bankruptcy, or been declared bankrupt? Yes ( ) No ()
2. If Yes, state the name of the entity, date, amount of the filed or declared bankruptcy \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**D. County of Albany and any Affiliated Entity**

1. Have you ever entered into an agreement with the County of Albany or any affiliated entity? Yes ( ) No ()
2. If Yes, identify the agreement(s), its purpose, and its term. \_\_\_\_\_  
\_\_\_\_\_

3. Have you ever been sent a default notice concerning any such agreement(s)?

Yes ( ) No () If Yes, please explain

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**Exhibit D: Proposal H**

**WORK FORCE COMPOSITION**

BPT Piping 518.8785999  
 Name of Firm Phone Number

95 Hudson River Road, Easton NY 12185  
 Address City State Zip Code

Joseph R. Benwick President  
 Name & Title of Authorized Executive

Full Time Employees	Total # of Employees	White	American Indian	Black	Hispanic	Other (*)
	Male / Female	M/F	M/F	M/F	M/F	M/F
Admin & Manager	6/2	8				
Professional						
Technical	40/0	39			1	
Sales Workers						
Office Workers	0/4	4				
Semiskilled Workers						
Unskilled Workers	3/0	3				
Apprentices	11/0	11				
Seasonal Temporary	6/0	6				
Part Time						
<b>TOTAL</b>	<b>69/6</b>					

**\*Use Additional Sheets To Identify The Ethnicity Of Employees Identified In This Category.**

Remarks: \_\_\_\_\_  
 \_\_\_\_\_

Exhibit D: Proposal I

REFERENCES

List three (3) companies or governmental agencies where like or similar services have been provided within the last three years:

1. Company Name: Regeneron Pharmaceuticals  
Address: 777 Old Sawmill River Rd Tarrytown, NY 105916707  
Street/P.O. Box City State Zip Code  
Contact Person: Martin Dellen Title: Marketing Manager  
Phone: 914-488-6084 Fax: 914-488-6158
  
2. Company Name: National Grid  
Address: 1125 Broadway Albany NY 12204  
Street/P.O. Box City State Zip Code  
Contact Person: <sup>Steve</sup> Steve Pysker Title: Regional Manager  
Phone: 518-761-5831 Fax: 518-761-5976
  
3. Company Name: Hardeman Inc Contracting Agency  
Address: 25 Gibson St Contracting 142189  
Street/P.O. Box City State Zip Code  
Contact Person: Charles Collins Title: Assistant Rep  
Phone: 518 880 0900 Fax: 518 880 50

**EXHIBIT D: Proposal F**

**PROPOSAL SUBMITTAL FORM**

**Exhibit C contains the minimum requirements and are intended to govern, in general, the performance requirements and the type of services desired. Please check "yes" or "no" if you can meet these specifications.**

**The bidder can meet or exceed required specifications as required in EXHIBIT C?**

**YES**

**NO**

**Proposer has all vehicles to be used in this contract available for inspection.**

**YES**

**NO**

**All drivers have a valid New York State Drivers License.**

**YES**

**NO**

**All drivers will complete their security clearance by the Airport Operations Office prior to issuance of the contract.**

**YES**

**NO**

Section 2. Employees called into work for any reason outside of the established work shift, shall be paid at double the hourly rate of wages for a minimum of two (2) hours.

#### SHIFT WORK

Section 3. Any uncommon shift work outside of normal working hours, shall be paid at the straight time rate plus twelve (12%) percent per hour over the base hourly wage rate. Normal working hours are work which begins between 6:00 am and 8:00 am and ends after eight (8) hours Monday through Friday. Third shift when worked, shall be paid at twelve (12%) percent per hour over the base hourly wage rate for seven (7) hours work for eight (8) hours pay.

Work in excess of eight (8) hours on any uncommon shift shall be paid at overtime rates. In computing overtime pay the uncommon shift rate shall be the base rate.

#### REPORTING FOR WORK

Section 4. Any employee after being hired and reporting for work at the regular starting time and for whom no work is provided, shall receive pay for two (2) hours at the prevailing rate of wages, unless the employee has been notified before the end of the employees' last preceding shift not to report, and any employee who reports to work and for whom work is provided shall receive not less than four hours pay and if more than four (4) hours are worked in any one day shall receive not less than a full day's pay. However, the exception shall be when weather or strike conditions make it impossible to put such an employee to work or where stoppage of work is occasioned thereby or when an employee leaves work on the employees' own accord.

Employing contractors agree they will not require the employees to report to the job or shop for material to be taken to the job more than fifteen (15) minutes before starting time. When not requested to report to the shop, employees shall be on the

job ready to commence work at the starting time.

#### OVERTIME

Section 5. No employee shall be allowed to work overtime except in extreme emergency without the permission of the Business Manager.

The regular workday begins at the starting time of the established shift. The type of overtime hours, either time and one-half or double time, will be determined by when the established shift begins. This determination shall continue for a twenty-four (24) hour period beginning with the start of the established shift.

All work performed before the regular work day begins or after the regular work day for the contiguous ninth and tenth hours, Monday through Friday, and all work up to eight (8) hours on Saturday shall be paid at time and one-half the hourly rate of wages. Work in excess of eight (8) hours on Saturday, ten (10) hours Monday through Friday and all work on Sundays and Holidays shall be paid at double the hourly rate or wages.

The days observed as holidays are as follows: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day. Whenever a Holiday falls on a Saturday, the preceding day, Friday, shall be observed as the Holiday and if worked, shall be paid at double the hourly rate. If a Holiday falls on a Sunday, the following day, Monday shall be observed as the Holiday and if worked, shall be paid at double the hourly rate.

#### LAYOFF

Section 6. When employees are laid off, they shall be notified the same day; if an employee is not notified of a layoff and reports the next scheduled work day, the Employer shall pay the employee two (2) hours for reporting for work, providing the

**Proposed Rate:**

**\*\*Prevailing Wage MUST be Paid. Certified payrolls must be submitted with all invoicing.**

**One (1) Man Crew:**

**Based on Monday thru Friday, non Holiday, Non Emergency**

Year 1: \$ 96.88 Per Hour      Year 2: \$ 98.90 Per Hour  
Year 3: \$ 100.65 Per Hour      Year 4: N/A Per Hour  
Year 5: N/A Per Hour

**Weekend / Holiday Call In:**

	<u>sat</u>	<u>su</u>		<u>sat</u>	<u>call ins</u>		
Year 1:	<u>115.96</u>	<u>1145.12</u>	Per Hour	Year 2:	<u>123.50</u>	<u>152.65</u>	Per Hour
Year 3:	<u>126.16</u>	<u>156.18</u>	Per Hour	Year 4:	<u>N/A</u>		Per Hour
Year 5:	<u>N/A</u>		Per Hour				

**Emergency Call In:**

Year 1: \$ 145.12 Per Hour      Year 2: \$ 152.65 Per Hour  
Year 3: \$ 156.15 Per Hour      Year 4: N/A Per Hour  
Year 5: N/A Per Hour



Two (2) Man Crew:

Based on Monday thru Friday, non Holiday, Non Emergency

Year 1: \$ 170.04 Per Hour      Year 2: \$ 196.10 Per Hour  
Year 3: \$ 200.16 Per Hour      Year 4: N/A Per Hour  
Year 5: N/A Per Hour

Weekend / Holiday Call In:

Year 1: <sup>sat</sup> \$ 227.86 <sup>||</sup> \$ 284.21 Per Hour      Year 2: <sup>sat</sup> \$ 242.10 <sup>sun</sup> \$ 290.20 Per Hour  
Year 3: <sup>sat</sup> \$ 252.32 <sup>v</sup> \$ 314.30 Per Hour      Year 4: N/A Per Hour  
Year 5: N/A Per Hour

Emergency Call In:

Year 1: \$ 284.21 Per Hour      Year 2: \$ 290.20 Per Hour  
Year 3: \$ 312.30 Per Hour      Year 4: N/A Per Hour  
Year 5: N/A Per Hour

VEHICLE DELIVERY OF PARTS

**Hourly Rate for Use of Delivery Vehicle if requested by the Authority (if applicable):**

Year 1: \$ 30.00 Per Hour      Year 2: \$ 32.50 Per Hour  
Year 3: \$ 35.00 Per Hour      Year 4: N/A Per Hour  
Year 5: N/A Per Hour

**Contact Information:**

Name of Contact Person: Joseph R Burwiche

Phone Number (s): (518) 378 5944

(518) 238 2393 x 101

Fax Number: (518) 233 0123

**LETTER OF TRANSMITTAL**

DATE: 8/22/2019

JOB NO:

TO: Albany County Airport Authority  
Administration Building, Suite 204  
Albany, NY 12211-1057ATTN:  
CC:

RE: Plumbing Services Contract SC-1028

WE ARE SENDING YOU  Attached  Under separate cover via \_\_\_\_\_ the Following items:

Shop Drawings  Prints  Plans  Samples  Specifications  
 Copy of Letter  Change Order  Submittals  AIA Application for Payment

COPIES	DATE	NO.	DESCRIPTION
			Plumbing Services Proposal - Contract SC-1028

THESE ARE TRANSMITTED as checked below:

- |   |   |  |
|---|---|--|
| <input type="checkbox"/> For Approval                     | <input type="checkbox"/> Approved As Submitted    | <input type="checkbox"/> Resubmit _____ copies for approval.   |
| <input type="checkbox"/> For Your Use                     | <input type="checkbox"/> Approved As Noted        | <input type="checkbox"/> Submit _____ copies for distribution. |
| <input type="checkbox"/> As Requested                     | <input type="checkbox"/> Returned For Corrections | <input type="checkbox"/> Return _____ corrected prints.        |
| <input type="checkbox"/> For Review and Comment           |   |  |
| <input checked="" type="checkbox"/> For Contract Proposal | <input type="checkbox"/>                          |  |

Remarks:

COPY TO: File \_\_\_\_\_

SIGNATURE: Joseph R. Burniche  
Joseph R. Burniche

# **BPI** PIPING

Commercial & Industrial Mechanical Contractors

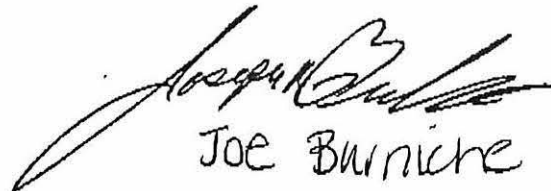
Phone: (516) 238-2383 • Fax: 233-0123  
P.O. Box 311, 95 Hudson River Road  
Waterford, NY 12188  
www.bpiplping.com

August 21, 2019

Bobby,

BPI Piping does not need a bond for 1028 Plumbing services. Also, if you need a financial statement, I can provide one to you if we are awarded the contract.

Thank you



Joe Burniche

**EXHIBIT D: DOCUMENTS REQUIRED TO BE SUBMITTED WITH PROPOSAL**

- A. **Proposal Acknowledgment Form**
- B. **Non-Collusion Affidavit**
- C. **Offerer Disclosure of Prior Non-Responsibility Determinations  
Obtained Proposal Affidavit**
- E. **Proposal Bond**
- F. **Insurance Affidavit**
- G. **Company Statement for:**
  - 1. **Corporation**
  - 2. **Partnership**
  - 3. **All Proposals**
- H. **Work Force Composition**
- I. **References**
- J. **Proposal Submittal Form**

**Exhibit D: Proposal A**

**PROPOSAL ACKNOWLEDGMENT FORM**

The proposers acknowledge that he/she has carefully examined the RFP, the attached Agreement draft and the proposed location/s for his/her proposed operation/s.

The proposer warrants that if proposal is accepted, he/she will contract with the Albany County Albany Authority the form of an Agreement substantially in the form attached and comply with the requirements of the RFP and the executed Agreement. Proposer agrees to deliver an executed Agreement to the Albany County Airport Authority within fourteen (14) calendar days of receiving the tendered Agreement from the Authority.

I, the undersigned, guarantee our proposal meets or exceeds specifications contained in the RFP document. Any exceptions are described in detail and all requested information has been submitted as requested.

I affirm that I have read and understand all the provisions and conditions as set forth in this RFP. Our firm will comply with all provisions and conditions as specified, unless specifically noted as an exception with our Proposal.

I also affirm that I am duly authorized to execute the Agreement contemplated herein; that this company, corporation, firm, partnership, or individual has not prepared this Proposal in collusion with any other proposer and that the contents of this proposal as to rent, terms or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any other proposer or to any other person/s engaged in this type of business prior to the official opening of the proposal.

Name of Proposer: ECKERT MECHANICAL, LLC

Signature of Authorized Person: Russell Linn Russell Linn

Title: President

Business Address of Proposer: 1062 Central Ave. Albany, NY 12205

Business Phone Number: 518-459-4116

Date: August 21, 2019

Subscribed and sworn to before me this 21 day of August, 2019.

NICOLE C. TRIMBLE  
Notary Public, State of New York  
No. 01CA6135839  
Qualified in Albany County  
Commission Expires October 24, 2021

**Exhibit D: Proposal B**

**NON-COLLUSION AFFIDAVIT**

Authorized officer: Bidder's proposal containing statements, letters, etc., shall be signed in the proposal by a duly authorized officer of the company whose signature is binding on the proposal.

The undersigned offers and agrees to furnish all of the items/services upon which qualifications are stated in the accompanying proposal. The period of acceptance of this proposal will be \_\_\_\_ calendar days from the date of the bid opening. (Period of acceptance will be forty-five (45) calendar days unless otherwise indicated by proponent).

STATE OF New York COUNTY OF Albany

BEFORE ME, the undersigned authority, a Notary Public in and for the State of New York on this day personally appeared Russell Lincoln who after being by me duly sworn did depose and say: I, Russell Lincoln am a duly authorized officer of/agent for Eckert Mechanical and have been duly authorized to execute the foregoing on behalf of the said .

I hereby certify that the foregoing offer has not been prepared in collusion with any other proponent or other person or persons engaged in the same line of business prior to the official opening of this proposal. Further, I certify that the proponent is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination, to control the type of services/commodities offered, or to influence any person or persons to offer or not to offer thereon.

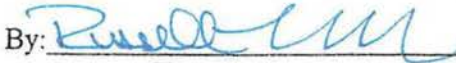
By submission of this proposal, each proponent and each person signing on behalf of any proponent certifies and in the case of a joint proposal each party thereto certifies as to its own organization, under penalty of perjury that to the best of his knowledge and belief:

- A. The prices in this proposal have been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition as to any matter relating to such prices with any other proponent or with any competitor;
- B. Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the proponent and will not knowingly be disclosed by the proponent prior to the opening, directly or indirectly to any other proponent or to any competitor; and,
- C. No attempt has been made or will be made by the proponent to induce any other

person, partnership or corporation to submit or not to submit a proposal for the purpose of restricting competition.

Name and Address of Proponent: ECKERT MECHANICAL, LLC  
1062 CENTRAL AVE ALBANY NY 12205

Telephone and Fax Numbers: 518-937-4282 - 518-459-1208

By:  Name & Title Russell Lincoln  
Signature PRESIDENT

SUBSCRIBED AND SWORN to before me by the above-named on this  
21st day of August 2019.



Notary Public in and for the State of NY

NICOLE C. TRIMBLE

Notary Public, State of New York

No. 01CA6135839

Qualified in Albany County

Commission Expires October 24, 2021

**Exhibit D: Proposal C**

**Offerer Disclosure of Prior Non-Responsibility Determinations**

Name of Individual or Entity Seeking to Enter into the Procurement Contract:

Eckert Mechanical, LLC

Address: 1062 Central Avenue Albany, NY 12205

Name and Title of Person Submitting this Form: \_\_\_\_\_

Russell Lincoln, President

Contract Procurement Number: 5C-1028

Date: 8/20/19

1. Has any Governmental Entity made a finding of non-responsibility regarding the individual or entity seeking to enter into the Procurement Contract in the previous four years? (Please circle):



No

Yes

If yes, please answer the next questions:

2. Was the basis for the finding of non-responsibility due to a violation of State Finance Law §139-j (Please circle):

No

Yes

3. Was the basis for the finding of non-responsibility due to the intentional provision of false or incomplete information to a Governmental Entity? (Please circle):

No

Yes

4. If you answered yes to any of the above questions, please provide details regarding the finding of non-responsibility below.

Governmental Entity: \_\_\_\_\_

Date of Finding of Non-responsibility: \_\_\_\_\_

Basis of Finding of Non-Responsibility: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Add additional pages as necessary)

5. Has any Governmental Entity or other governmental agency terminated or withheld a Procurement Contract with the above-named individual or entity due to the intentional provision of false or incomplete information? (Please circle):

No

Yes

6. If yes, please provide details below.

Governmental Entity: \_\_\_\_\_

Date of Termination or Withholding of Contract: \_\_\_\_\_

Basis of Termination or Withholding: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Add additional pages as necessary)

Offerer certifies that all information provided to the Governmental Entity with respect to State Finance

Law §139-k is complete, true and accurate.

By: Russell Lincoln Date: 8/20/19

Signature

Name: Russell Lincoln

Title: President

**Exhibit D: Proposal D**

**OBTAINED REQUEST FOR PROPOSAL AFFIDAVIT**

I, being an authorized representative of the named organization / company, certify that I obtained the request for proposal documents from the Albany County Airport Authority Purchasing Office or from BidNet Direct. I understand that no proposal shall be considered unless the organization making this proposal has first obtained a copy of this Request for Proposal from the Albany County Airport Authority Purchasing Office or BidNet Direct.

Russell Lincoln                      PRESIDENT  
Signature                                      Agent

Print or Type Name: Russell Lincoln, President

Address 1062 Central Avenue  
Albany, NY 12205

Phone: 518-459-4116

SUBSCRIBED AND SWORN to before me by the above named on this 21st  
day of August, 2019.

Nicole C. Trimble  
NICOLE C. TRIMBLE                      Notary Public in and for  
Notary Public, State of New York                      State of New York  
No. 01CA6135839  
Qualified in Albany County  
Commission Expires October 24, 2021

**Exhibit D: Proposal E**

**PROPOSAL BOND**

**Not Required**

**Exhibit D: Proposal F**

**INSURANCE REQUIREMENT AFFIDAVIT**

To be completed by appropriate insurance agent:

I, the undersigned agent, certify that the insurance requirements contained in this proposal document have been reviewed by me with the below identified offerer. If the below identified offerer is awarded this contract by Albany County Airport Authority, I will be able, within ten (10 days after offerer is notified of such award, to furnish a valid insurance certificate to the Airport meeting all of the requirements contained in this contract.

Agent:  PRESIDENT  
Signature Agent


Name of Insurance Carriers: USI Insurance Services

Address of Agency: 726 Exchange Street, Suite 618  
Buffalo, N.Y. 14210

Phone Number Where Agent May Be Contacted: 716-314-2053

Offerer's Name (Print or Type) Kenneth Starks

SUBSCRIBED AND SWORN to before me by the above named on this 21st  
day of August, 2019.

  
Notary Public in and for  
State of New York

NICOLE C. TRIMBLE  
Notary Public, State of New York  
No. 01CA6135839  
Qualified in Albany County  
Commission Expires October 24, 2021

Exhibit D: Proposal G-1

CORPORATION STATEMENT

IF A CORPORATION, answer the following:

1. When incorporated?

1989

2. Where incorporated?

NY

3. Is the corporation authorized to do business in New York?

Yes  No

If New York is not state of incorporation:

A. Address of the registered office in New York:

1062 CENTRAL AVE

ALBANY NY, 12205

B. Name of registered agent in New York at such office:

ECKERT MECHANICAL, LLC

C. Attach Certificate of Authority to transact business in New York.

4. The Corporation is held:  Publicly  Privately

5. Furnish the name, title, and address of each officer, director, and shareholders of the corporation's issued stock:

Officer's Name	Address	Position	%
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<u>Russell Lincoln</u>	<u>1062 Central Ave.</u>	<u>President</u>	<u>33%</u>
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Donald DeLuca Jr. 1062 Central Ave. Special Trustee 33%

Sarah DeLuca 1062 Central Ave. Treasurer 33%

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**Director's Name**

**Address**

**Principal Business  
Affiliation Other  
Than Proposer's  
Directorship**

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**Principal  
Shareholders**

**Address**

**Percentage  
Ownership**

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Exhibit D: Proposal G-2

PARTNERSHIP STATEMENT

IF A PARTNERSHIP, answer the following:

1. Date of Organization? 1989
2. General Partnership \_\_\_\_\_ Limited Partnership X
3. Partnership Agreement Recorded? X Yes \_\_\_\_\_ No

Date: \_\_\_\_\_

Book: \_\_\_\_\_

Page: \_\_\_\_\_

County: \_\_\_\_\_

4. Has the Partnership done business in New York?  
Yes X No \_\_\_\_\_ When? \_\_\_\_\_

5. Name, address, and partnership share of each general or limited partner:

	Name	Address	Percent Of Share	General Limited Partner
1.	_____	_____	_____	_____
2.	_____	_____	_____	_____
3.	_____	_____	_____	_____
4.	_____	_____	_____	_____

**Exhibit D: Proposal G-3**

**ALL PROPOSALS - FINANCIAL INFORMATION**

**A. Financial Statements**

Proponents shall attached a Balance Sheet and Income Statement prepared in accordance with Generally Accepted Accounting Principles (GAAP) for the most current year-to-date period, together with a copy of the Proponent's most recent fiscal year Financial Statements, audited and certified by an Independent Certified Public Accountant, including the auditor's opinion thereon.

**B. Surety Information**

1. Have you, or any entity you have had an ownership interest in, ever had a bond or surety canceled or forfeited? Yes ( ) No (X)
2. If Yes, state the name of the bonding company, date, amount of the bond and the reason for such cancellation or forfeiture \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**C. Bankruptcy Information**

1. Have you, or any entity you have had an ownership interest in, ever filed a petition for bankruptcy, or been declared bankrupt? Yes ( ) No (X)
2. If Yes, state the name of the entity, date, amount of the filed or declared bankruptcy \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**D. County of Albany and any Affiliated Entity**

1. Have you ever entered into an agreement with the County of Albany or any affiliated entity? Yes ( ) No (X)
2. If Yes, identify the agreement(s), its purpose, and its term. \_\_\_\_\_  
\_\_\_\_\_

3. Have you ever been sent a default notice concerning any such agreement(s)?

Yes ( ) No (X) If Yes, please explain

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Exhibit D: Proposal H

WORK FORCE COMPOSITION

TECHNET MECHANICAL, LLC 518-459-4116  
 Name of Firm Phone Number

1062 CENTRAL AVE ALBANY NY 12205  
 Address City State Zip Code

RUSSEL LINKOW, PRESIDENT  
 Name & Title of Authorized Executive

Full Time Employees	Total # of Employees	White	American Indian	Black	Hispanic	Other (*)
	Male / Female	M/F	M/F	M/F	M/F	M/F
Admin & Manager	3	3				
Professional	1	1				
Technical	14	14				
Sales Workers	0	0				
Office Workers	ABOVE					
Semiskilled Workers	—					
Unskilled Workers	—					
Apprentices	—					
Seasonal Temporary	—					
Part Time						
<b>TOTAL</b>	<b>20</b>					

\*Use Additional Sheets To Identify The Ethnicity Of Employees Identified In This Category.

Remarks: \_\_\_\_\_  
 \_\_\_\_\_

Exhibit D: Proposal I

REFERENCES

List three (3) companies or governmental agencies where like or similar services have been provided within the last three years:

1. Company Name: Capital District DDSO  
Address: 500 Balltown Rd Schenectady N.Y. 12304  
Street/P.O. Box City State Zip Code  
Contact Person: Lance Abare Title: Operations  
Phone: 518-337-3307 Fax: 518-370-7566
  
2. Company Name: City School District of Albany  
Address: 33A Essex St. Albany, N.Y. 12206  
Street/P.O. Box City State Zip Code  
Contact Person: Brian Dengler Title: Director of Facilities  
Phone: 518-475-6160 Fax: 518-475-6162
  
3. Company Name: Town of Colonie  
Address: 347 Old Niskayuna Rd Latham NY 12110  
Street/P.O. Box City State Zip Code  
Contact Person: Michele Matuszek Title: Operations  
Phone: 518-783-2794 Fax: 518-785-3529

**EXHIBIT D: Proposal F**

**PROPOSAL SUBMITTAL FORM**

Exhibit C contains the minimum requirements and are intended to govern, in general, the performance requirements and the type of services desired. Please check "yes" or "no" if you can meet these specifications.

The bidder can meet or exceed required specifications as required in EXHIBIT C?

YES  NO

Proposer has all vehicles to be used in this contract available for inspection.

YES  NO

All drivers have a valid New York State Drivers License.

YES  NO

All drivers will complete their security clearance by the Airport Operations Office prior to issuance of the contract.

YES  NO

**Proposed Rate:**

**\*\*Prevailing Wage MUST be Paid. Certified payrolls must be submitted with all invoicing.**

**One (1) Man Crew:**

**Based on Monday thru Friday, non Holiday, Non Emergency**

Year 1: <u>88.67</u> Per Hour	Year 2: <u>90.89</u> Per Hour
Year 3: <u>93.16</u> Per Hour	Year 4: <u>95.49</u> Per Hour
Year 5: <u>97.88</u> Per Hour	

**Weekend / Holiday Call In:**

Year 1: <u>119.57</u> Per Hour	Year 2: <u>122.56</u> Per Hour
Year 3: <u>125.62</u> Per Hour	Year 4: <u>128.76</u> Per Hour
Year 5: <u>131.98</u> Per Hour	

**Emergency Call In:**

Year 1: <u>150.46</u> Per Hour	Year 2: <u>154.22</u> Per Hour
Year 3: <u>158.08</u> Per Hour	Year 4: <u>162.03</u> Per Hour
Year 5: <u>166.08</u> Per Hour	

**Two (2) Man Crew:**

**Based on Monday thru Friday, non Holiday, Non Emergency**

Year 1: <u>181.59</u> Per Hour	Year 2: <u>186.13</u> Per Hour
Year 3: <u>190.78</u> Per Hour	Year 4: <u>195.55</u> Per Hour
Year 5: <u>200.44</u> Per Hour	

**Weekend / Holiday Call In:**

Year 1: <u>243.39</u> Per Hour	Year 2: <u>249.47</u> Per Hour
Year 3: <u>255.71</u> Per Hour	Year 4: <u>262.10</u> Per Hour
Year 5: <u>268.66</u> Per Hour	

**Emergency Call In:**

Year 1: <u>305.17</u> Per Hour	Year 2: <u>312.17</u> Per Hour
Year 3: <u>320.62</u> Per Hour	Year 4: <u>328.63</u> Per Hour
Year 5: <u>336.85</u> Per Hour	

**VEHICLE DELIVERY OF PARTS**

**Hourly Rate for Use of Delivery Vehicle if requested by the Authority (if applicable):**

Year 1: <u>4.50</u> Per Hour	Year 2: <u>5.50</u> Per Hour
Year 3: <u>6.50</u> Per Hour	Year 4: <u>7.50</u> Per Hour
Year 5: <u>8.50</u> Per Hour	



**Contact Information:**

Name of Contact Person: Russell Lincoln, President

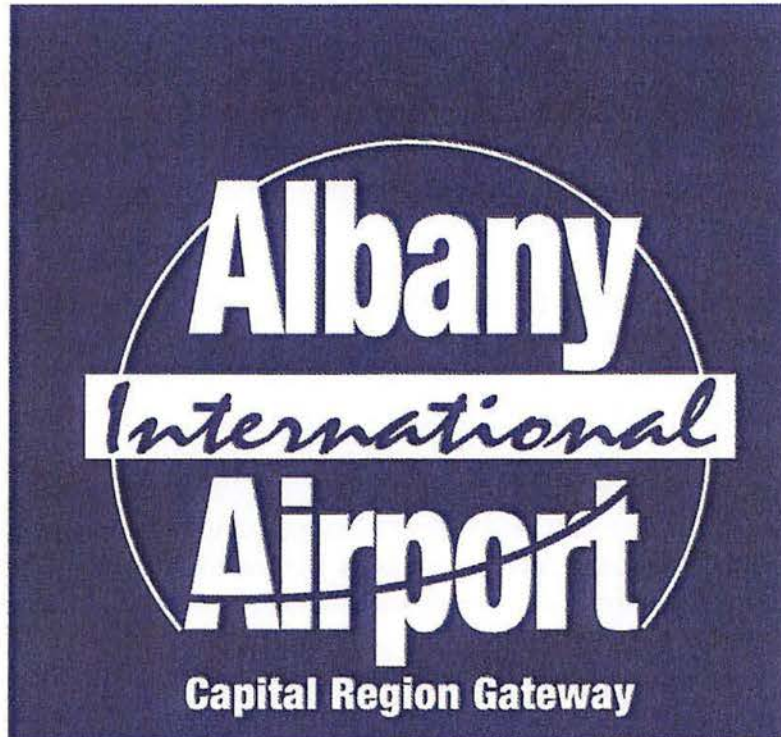
Phone Number (s): ( 518 ) 937-4282 Cell Always On

( 518 ) 459-4116

Fax Number: ( 518 ) 459-1208

**ALBANY COUNTY AIRPORT AUTHORITY**

**Administration Building, Suite 204  
Albany, NY 12211-1057**



**REQUEST FOR COMPETITIVE PROPOSALS**

**PLUMBING SERVICES**

**CONTRACT NO. SC-1028**

<b>Issue Date</b>	<b>August 1, 2019</b>
<b>Pre-Proposal Date</b>	<b>August 15, 2019 at 10:00 A.M.</b>
<b>Return Date</b>	<b>August 29, 2019 at 2:00 P.M. (EST)</b>

**ALBANY COUNTY AIRPORT AUTHORITY  
NOTICE OF REQUEST FOR PROPOSALS**

**PLUMBING SERVICES**

**CONTRACT NO. SC-1028**

The Albany County Airport Authority (“Authority”), Albany New York is seeking proposals from qualified proposers to provide Plumbing Services at Albany International Airport. The services will include repairs and / or installation of all domestic hot and cold water systems, drainage systems, wastewater drainage, fixtures, assemblies and piping at various locations around the Airport property.

The Airport Authority will select two (2) plumbing contractors for this contract. Work will be on an “as needed” basis.

A formal Request for Proposals (“RFP”) will be available August 1, 2019, at the Office of the Albany Airport Purchasing Agent, Administration Building, Suite 204, Albany, New York 12211-1057 or by visiting BidNet Direct [www.bidnetdirect.com//albany-county-airport-authority](http://www.bidnetdirect.com//albany-county-airport-authority). No Proposal shall be considered unless the organization making the proposal has first obtained a copy of the RFP from the Airport Authority Purchasing Office or from Bid Net Direct. Specific Detail of the qualification and scope of services are provided in the RFP.

The Proposer’s qualifications, proposed fee, and compliance with the requirements of the Authority will be used during the evaluation of the proposal selection. Participation by Minority and Women Business Enterprises is encouraged.

A Non-Mandatory Pre-Proposal meeting will be held at 10:00 A.M. on August 15, 2019, at the Albany County Airport Authority Conference Room, Administration Building, Albany, New York 12211-1057.

New York State Department of Labor Prevailing Wage Rates must be paid by the awarded vendor. The Prevailing Rate Schedule (PRC) is given in EXHIBIT E. The PRC for this contract is 2019009934.

The response to this RFP must be received no later than 2:00 P.M.(EST) on August 29, 2019, in the Office of the Albany County Airport Authority Purchasing Agent.

The Authority reserves the right to reject any or all proposals, in whole or in part, to waive any and all informalities, and to disregard all non-conforming, non-responsive, or conditional proposals.

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**SECTION I: INTRODUCTION**

The Albany County Airport Authority hereby solicits sealed competitive proposals to provide to the Albany International Airport (“the Airport”) Plumbing services on an as needed basis.

It is the purpose of this Request for Proposals (RFP) to select a vendor (or vendors) to provide the service(s) that will best satisfy the current and future requirements of the Airport. The Authority reserves the right to award this contract to more than one vendor. If more than one proposer is selected, the work will be on a rotation as plumbing jobs are needed.

This RFP does not commit the Authority to pay any costs incurred in the preparation of proposals. Further, the Authority reserves the right to accept or reject any or all proposals or any part of a proposal, if it is in its best interest to do so.

Any information contained in this RFP is for informational purposes only, and is subject to independent verification by the proposer.

**SECTION II: SCHEDULE**

The anticipated schedule of key events with regard to this RFP process is as follows:

RFP Issued	August 1, 2019
Pre-Proposal Meeting	August 15, 2019 at 10:00 A.M.(EST)
Proposal Due Date	August 29, 2019 at 2:00 P.M.(EST)

- (1) The Authority reserves the right to revise these dates as needed.

### **SECTION III: OVERVIEW OF ALBANY AIRPORT**

#### **A. The Airport**

The Airport is owned by the County of Albany (the “County”) and is occupied and operated by the Authority under an Airport Lease Agreement with the County, pursuant to which the County has leased the Airport to the Authority for a term of forty (40) years commencing May 16, 1996 and ending December 31, 2049.

#### **B. The Authority**

The Authority is a public benefit corporation established and existing pursuant to the Albany County Airport Authority Act, constituting Title 32 of Article 8 of the New York State Public Authorities Law. The State of New York created the Authority in 1993 and empowered it, among other things, to promote the strengthening and improvement of the Airport and to facilitate the financing and construction of the Terminal Improvement Program (TIP) and other capital programs, and gave the Authority the power to manage, operate, maintain, and improve the Airport.

#### **C. Air Transportation Area Served**

The Airport is the sole provider of commercial air transportation serving the eastern upstate region of New York State, including the City of Albany, the Capital of the State of New York. The Airport’s primary air trade area (the area from which the Airport draws the majority of its passengers) encompasses 11 counties in eastern New York State, which include the Albany-Schenectady-Troy and Glens Falls Metropolitan Statistical Areas, as well as Berkshire County, Massachusetts and Bennington County, Vermont. As of December 31, 2018, the Airport had scheduled passenger service provided by seven of the nation’s major airlines and approximately thirteen regional/commuter airlines. Two all-cargo carriers provide cargo service at the Airport. In addition, the Airport provides service to military aircraft and general aviation, including recreational and corporate users. The Airport serves primarily origin and destination (“O&D”) passenger traffic. In 2018, 2.9 million passengers used the Airport.

## **SECTION IV: RFP PROCESS**

### **A. Interpretation of Proposal Document**

1. If discrepancies or omissions are found by any prospective proposer or if there is doubt as to the true meaning of any part of this RFP, a written request for a clarification or interpretation shall be submitted to the Authority in writing or by fax (518-242-2640).

All questions about the meaning or intent of the RFP documents shall be submitted to the Purchasing Department in writing. Replies will be issued by Addenda.

This procurement is being conducted pursuant to State Finance Law Sections 139-j and 139-k(see Exhibit A), which includes and imposes certain restrictions on communications between the Authority and Proposer during the procurement process. A proposer is restricted from making contacts from the earliest notice of intent to solicit offers through final award and approval of the 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 Section 139-j(3)(a). Designated staff, as of the date hereof, is the Purchasing Agent, Bobbi Matthews. Authority employees are also required to obtain certain information when contacted during the restricted period and the Authority will make a determination of the responsibility of the offerer/bidder. A determination of non-responsibility can lead to a proposer becoming ineligible to participate in governmental procurement contracts. Further information about these requirements can be found by examining the New York State Procurement Lobbying Law.

2. The Airport is not responsible for any explanation, clarification, interpretation or approval made or given in any manner except by written addendum. Any addenda will be posted on Bid Net Direct. If you obtained a copy of the RFP from the Airport Purchasing Office you will be sent the addenda by fax, email, or regular mail. Any addenda that is issued will be considered part of this RFP document.

### **B. Pre-Proposal Conference**

The Airport Authority has scheduled a non-mandatory pre-proposal conference on August 15, 2019 at 10:00 A.M.(EST). This conference will be held in the Airport Authority Conference Room, 737 Albany Shaker Road, Administration Building, Suite 202, Albany, New York. The purpose will be to discuss the requirements and objectives of this RFP.

At the pre-proposal conference, an attempt will be made to answer all written questions received in advance as well as those received at the conference. Proposers should note that all questions pertaining to the RFP are to be submitted in writing whether they are submitted



prior to, during or after the pre-proposal conference. Any changes in the requirements of this RFP that result from the conference will be made by addendum to the RFP. Included as part of an addendum, will be all questions submitted, their answers and a list of conference attendees.

Proposers are encouraged to submit any questions concerning this RFP in writing in advance of the pre-proposal conference so as to be received by the Authority by the close of business on the date indicated in Section II. Questions may be sent by US Mail, courier or facsimile transmission to (518) 242-2640. Question arising subsequent to the conference must be submitted to the Authority in writing within two (2) calendar days following the conference. The Authority will undertake its best efforts to distribute to all Prospective Proposers, answers and Addenda at least three (3) calendar days prior to submittal date.

**C. Addenda**

Any interpretation, corrections and changes to this RFP and requirements or extensions to the acknowledgment/submittal date will be made by addenda. Sole issuing authority of addenda shall be vested in the Purchasing Office as entrusted by the Authority. All addenda will be posted on BidNet Direct. If a copy of the RFP documents were obtained from the Airport Authority Purchasing Office, addendums will be sent by email or fax. Proponents shall acknowledge receipt of all addenda.

**D. Proposals Due Date**

Each qualified proposer is required to submit one (1) Master Copy of their proposal and five (5) copies in its entirety in the manner specified in the RFP. The proposal must be signed by a person authorized to legally bind the entity submitting the proposal, enclosed in a sealed envelope or package marked **CONTRACT NO SC-1028 PLUMBING SERVICES** and be received by mail or hand delivered to the Purchasing Office no later than **2:00 PM (EST) on August 29, 2019**, at the address shown below. All proposals will be dated and time stamped with the official time by the Purchasing Office upon receipt. Any proposals received after this stipulated time will be returned unopened.

**Proposals are to be sent or delivered to:**

Albany County Airport Authority  
Purchasing Office  
Albany International Airport  
737 Albany Shaker Road  
Administration Building, Second Floor, Room 204  
Albany, New York 12211-1057

**E. Late Proposals**

Proposals received in the Authority Purchasing Office after the submission deadline shall be returned unopened and will be considered void and unacceptable. The Authority is not responsible for lateness of mail, carrier, etc. and the date/time stamp in the Purchasing Office shall be the official time of receipt.

**F. Altering Proposals**

Proposals cannot be altered or amended after submission deadline. Any interlineation, alteration or erasure made before opening time must be initialed by the signer of the proposal, guaranteeing authenticity.

**G. Withdrawal of Proposal**

A proposal may not be withdrawn or canceled by the proposer without forfeiture of the Bond or Letter of Credit (if applicable) following the date designated for the acknowledgment of proposals and proponent so agrees upon submittal of their proposal.

**H. Exclusion**

No oral, telegraphic, telephonic or facsimile proposals will be considered.

**I. No Submittal**

Should the proposer not wish to submit at this time but wishes to remain on the list for future procurements, please submit a "NO SUBMITTAL" by the same time and at the same location as stated for acknowledgment. If response is not received in the form of a "PROPOSAL" or "NO SUBMITTAL" for three (3) consecutive RFP's proposer shall be removed from service commodity list. If, however, you choose to "NO BID" this product and/or service and wish to remain on the commodity/service list for other commodities and/or services, please state the particular product and/or service under which you wish to be classified.

The Authority is always conscious and appreciative of the time and effort expended to submit a proposal. We would appreciate your indicating on your "NO SUBMITTAL" response any requirements of this proposal which may have influenced your decision for a "NO SUBMITTAL".

Proponents desiring a copy of the submittal acknowledgment may request same by enclosing a self-addressed, stamped envelope with the proposal. SUBMITTAL ACKNOWLEDGMENTS WILL NOT BE GIVEN BY TELEPHONE. If you have any questions, please contact the Albany County Airport Authority Purchasing Office at (518) 242-2213.

**J. Performance**

1. After completion of the evaluation process and selection of the successful Proposer by the Authority, the Authority will provide a letter of award to the successful Proposer.
2. No information derived from inspection of Authority records or reports of investigation concerning the Agreements will in any way relieve the Proposer from its responsibility from properly performing its obligations under such Agreement. Available Authority reports are provided as a convenience to the Proposer without any warranty whatsoever by the Authority. The Proposer shall make its own conclusions and interpretations from the data supplied by the Authority and from information available from other sources.

**K. Vendor Protest Policy & Procedures**

Vendors may obtain a copy of the Airport Authority's Protest Policy and Procedures by requesting a copy of the policy from the Albany County Airport Authority Purchasing Office in writing by email to [bmatthews@albanyairport.com](mailto:bmatthews@albanyairport.com).

## **SECTION V: RFP EVALUATION PROCESS**

### **A. Evaluation Criteria**

Evaluation criteria have been established to assist the Authority in determining which proposers will provide the best overall mix of products, service, choice, and quality at Albany International Airport. Evaluation shall include, but not be limited to the following:

1. Overall cost of service to the Airport. (35 Points Possible)
2. Work plan, response time, proposed service to meet the Airport's needs. (20 points possible)
3. Services offered are in compliance with the intent of the specifications. (20 Points)
4. Proposers experience and performance in providing services to other similar facilities or customers.(25 Points Possible)

### **B. Evaluation of Proposals**

- 1 Each proposal submitted will be evaluated by a Review Panel designated by the Authority.
2. During the RFP evaluation period all communication must be directed to the Purchasing Agent, Bobbi Matthews.
3. Each proposal will be evaluated according to the following process to determine if it meets the evaluation criteria outlined in this RFP.
  - a. First will be to determine whether the necessary documents included in EXHIBIT D have been submitted with the proposal package. Proposal packages failing to submit the necessary documentation shall be rejected without further evaluation and the bidder will be so informed in writing.
  - b. Second will be to determine the degree by which the proposal package is responsive to the Minimum Qualifications for consideration.
  - c. Third will be to determine whether the service proposed meets the needs of the Authority.
  - d. Each proposal will be scored. Proposals offering superior services and lower costs will be rated higher than proposals offering minimal services and higher costs.

### **C. Disqualification of a Proponent & Rejection of a Proposal**

Any one or more of the following, among others, may be considered sufficient for the

disqualification of a proponent and the rejection of the proposal.

1. Evidence of collusion among proposers.
2. Failure to satisfy the requirements of the RFP.
3. Lack of responsibility as shown by past work, reference, or other factors.
4. Default or termination of other contracts or agreements.
5. Other as the Authority deems appropriate at the Authority's sole and absolute discretion.

**D. Rights To Accept Or Reject**

It is understood that the Authority reserves the right to accept or reject any and all proposals for any/or all products and/or services covered in this proposal and to waive irregularities or technical deficiencies that, in the judgment of the Authority, best meet the requirements of the Authority.

**E. Final Selection**

The final selection will be made on the basis of the Authority's determination of which proposer(s) best meets the Authority's needs set forth in the evaluation criteria in this RFP.

The Authority reserves the right to interview some, none or all firms as part of the evaluation process. The Authority reserves the right to accept more than one proposal if in the best interests of the Authority.

## **SECTION VI: PROPOSAL SUBMISSION REQUIREMENTS**

### **A. Important Notice**

The New York State Freedom of Information Law (FOIL), as set forth in Public Offerers Law, Article 6, mandates public access to certain government records. Generally, proposals submitted in response to this RFP may constitute government records subject to FOIL. Proposals may contain, among other things, certain technical, financial, or other data and information that constitute trade secrets, if publicly disclosed, could cause substantial injury to the commercial enterprise's competitive position. To protect this information from disclosure under FOIL, proposers should specifically identify the pages of the proposal that contain such information by properly marking the top of the applicable pages as "CONFIDENTIAL" and inserting the following statement in the front of its proposal:

The information or data on pages \_\_\_\_\_ of this proposal, identified on the top thereof as "CONFIDENTIAL", contain financial, technical or other information which constitute trade secrets or such, if publicly disclosed, would result in substantial injury to our competitive position. We request that the Authority use such information only for the evaluation of this proposal but we understand that the Authority must comply with the provisions of the New York State Freedom of Information Law (FOIL) and that the Authority maybe required to make public disclosure of the information contained in this proposal whether or not marked as "CONFIDENTIAL", and to make no claim for any damages as a result of any such disclosure by the Authority pursuant to FOIL.

In the event the Authority receives a FOIL request for disclosure of information marked as "CONFIDENTIAL", the proposer shall be notified of the request and may expeditiously submit a detailed statement and explanation indicating the reasons the proposer has for believing that the information requested is exempt from disclosure under the law. This detailed statement and explanation shall be used by the Authority in making its determination as to whether disclosure is required under the law.

### **B. Minimum Qualifications**

The Authority desires that all proposers possess certain experience and qualifications to ensure a high quality of Services at the Albany Airport. Therefore, proposers must meet the following minimum requirements to be considered for these services:

1. Proposer must have a minimum of 5 years experience in the field of the service(s) that they are proposing.
2. Proposer(s) must have successfully provided services of similar size and specifications to that to be provided at the Albany Airport prior to the submission of

the Proposal.

3. Proposer must be able to comply with the performance schedule.
4. Proposer must be otherwise qualified and eligible to receive an award.
5. Proposer must submit completed documents listed in Exhibit D, including Financial Statements.

**C. Submittal**

Proposers are encouraged to submit sufficient information that is pertinent and would assist the Authority in making its decision in the award of services. In order to aid in the evaluation of proposals, issues shall be referenced in the submittal by section and item order and properly marked for evaluation referencing.

**D. Submittal Requirements**

The proposal submittal shall consist of the following documents in the sequence shown below. A set of tabs to identify each part of the proposal should be inserted to facilitate quick reference. Proposer shall submit six (6) bound sets including one (1) Master and five (5) identical copies.

1. **Cover Letter:** (Limit 1 page) Cover letter to identify proposer, the proposer's business organization, and the personnel the Authority should contact concerning the proposal including names, addresses, telephone numbers and fax numbers
2. **Executive Summary:** (Limit 3 pages) Executive Summary of important features of the Proposal, including a statement of minimum qualifications that should be highlighted for review by the Authority.
3. **Experience:** (Limit 3 pages) Set forth the specific experience the proposer has had with providing similar services. Identify locations and for each location describe the type of service, length of time service provided, and the name, address and telephone number of individual references.
4. **Proposed Services Information to include:**
  - A) A detailed work plan showing the services to be performed.
  - B) Organizational Chart specific to Albany International Airport operations, including the level of experience of your on-site management team.
  - C) Pricing

**5. Descriptive Literature:**

Proposers shall submit with this proposal descriptive literature sufficient in detail to enable an intelligent comparison of the services required with that of the services stated in the proposal response.

**6. Documents Required To Be Submitted With Proposal:**

In addition to the information set forth above, proponents are required to provide all documents listed in this RFP, Exhibit D with the proposal submittal. Failure to provide this information may result in rejection of the proposal.

**7. FACSIMILE TRANSMITTALS SHALL NOT BE ACCEPTED.**

**8. ALL PROPOSALS MUST BE RECEIVED IN AIRPORT PURCHASING OFFICE BEFORE ACKNOWLEDGMENT DATE AND TIME.**

**9. Signatures**

Proposals must be signed in ink by an authorized officer, all partners, or all joint venture members of the company,

**10. Collusion**

The Authority will reject a company's proposal if more than one proposal is received from that company or if it is found that collusion exists between or amongst proposers.

**11. Incomplete proposals will be rejected.**

**E. Documentation**

Proponent shall provide with the proposal submittal all documentation required by this REQUEST FOR PROPOSAL (RFP). Failure to provide this information may result in rejection of the proposal.

Responses to the requests in this section should be in full and complete answer form, numbered consecutively, with all requested information attached. Provide as much written text as you feel is necessary to effectively communicate your concept, qualifications, etc.



**F. Proposal Deposit**

**Not Required**

**Exhibit "A"**  
**New York State Finance Law**  
**Sections 139-j and 139-k**

\* § 139-j. Restrictions on contacts during the procurement process.

1. For the purposes of this section, the following terms will have the following meanings unless specified otherwise.

a. "Governmental entity" shall mean: (1) any department, board, bureau, commission, division, office, council, committee or officer of the state, whether permanent or temporary; (2) each house of the state legislature; (3) the unified court system; (4) any public authority, public benefit corporation or commission created by or existing pursuant to the public authorities law; (5) any public authority or public benefit corporation, at least one of whose members is appointed by the governor or who serves as a member by virtue of holding a civil office of the state; (6) a municipal agency, as that term is defined in paragraph (ii) of subdivision (s) of section one-c of the legislative law; or (7) a subsidiary or affiliate of such a public authority.

b. "Article of procurement" shall mean a commodity, service, technology, public work, construction, revenue contract, the purchase, sale or lease of real property or an acquisition or granting of other interest in real property, that is the subject of a governmental procurement.

c. "Contacts" shall mean any oral, written or electronic communication with a governmental entity under circumstances where a reasonable person would infer that the communication was intended to influence the governmental entity's conduct or decision regarding the governmental procurement.

d. "Proposal" shall mean any bid, quotation, offer or response to a governmental entity's solicitation of submissions relating to a procurement.

e. "Governmental procurement" shall mean: (i) the public announcement, public notice, or public communication to any potential vendor of a determination of a need for a procurement, which shall include, but not be limited to, the public notification of the specifications, bid documents, request for proposals, or evaluation criteria for a procurement contract, (ii) solicitation for a procurement contract, (iii) evaluation of a procurement contract, (iv) award, approval, denial or disapproval of a procurement contract, or (v) approval or denial of an assignment, amendment (other than amendments that are authorized and payable under the terms of the procurement contract as it was finally awarded or approved by the comptroller, as applicable), renewal or extension of a procurement contract, or any other material change in the procurement contract resulting in a financial benefit to the offerer.

f. "Restricted period" shall mean the period of time commencing with the earliest written notice, advertisement or solicitation of a request for proposal, invitation for bids, or solicitation of proposals, or any other method for soliciting a response from offerers intending to result in a procurement contract with a governmental entity and ending with the final contract award and approval by the governmental entity and, where applicable, the state comptroller.

g. "Procurement contract" shall mean any contract or other agreement, including an amendment, extension, renewal or change order to an existing contract (other than amendments, extensions, renewals, or change orders that are authorized and payable under the terms of the

contract as it was finally awarded or approved by the comptroller, as applicable), for an article of procurement involving an estimated annualized expenditure in excess of fifteen thousand dollars. Grants, article eleven-B state finance law contracts, program contracts between not-for-profit organizations, as defined in article eleven-B of this chapter, and the unified court system, intergovernmental agreements, railroad and utility force accounts, utility relocation project agreements or orders, contracts governing organ transplants, contracts allowing for state participation in trade shows, and eminent domain transactions shall not be deemed procurement contracts.

h. "Offerer" shall mean the individual or entity, or any employee, agent or consultant or person acting on behalf of such individual or entity, that contacts a governmental entity about a governmental procurement during the restricted period of such governmental procurement whether or not the caller has a financial interest in the outcome of the procurement; provided, however, that a governmental agency or its employees that communicates with the procuring agency regarding a governmental procurement in the exercise of its oversight duties shall not be considered an offerer.

i. "Revenue contract" shall mean any written agreement between a governmental entity, as that term is defined in subparagraphs one, four, five, six or seven of paragraph a of this subdivision, and an offerer whereby the governmental entity gives or grants a concession or a franchise.

j. "Unified court system" shall, for the purposes of this section only, mean the unified court system of the state of New York, or the office of court administration, where appropriate, other than town and village justice courts in jurisdictions with a population under fifty thousand, when it acts solely in an administrative capacity to engage in governmental procurements and shall not include the unified court system or any court of the state judiciary when it acts to hear and decide cases of original or appellate jurisdiction or otherwise acts in its judicial, as opposed to administrative, capacity.

2. Every governmental entity that undertakes a governmental procurement shall:

a. at the same time that a restricted period is imposed, designate, with regard to each governmental procurement, a person or persons who are knowledgeable about the procurement and who may be contacted by offerers relative to the governmental procurement;

b. make any determinations on any governmental procurement: (1) in a manner consistent with the principles provided for under subdivision two of section one hundred sixty-three of this chapter, or, if the governmental entity is a public benefit corporation, as that term is defined in section sixty-six of the general construction law, and the majority of the members consist of persons either appointed by the governor or who serve as members by virtue of holding a civil office of the state, the procurement guidelines adopted pursuant to section twenty-eight hundred seventy-nine of the public authorities law, and (2) free from any conduct that would be prohibited by subdivision five of section seventy-three or section seventy-four of the public officers law, or of other applicable ethics code provisions that are equivalent to subdivision five of section seventy-three or section seventy-four of the public officers law where the public officials that are involved in the governmental procurement are not subject to subdivision five of section seventy-three or section seventy-four of the public officers law;

3. Each offerer that contacts a governmental entity about a governmental procurement shall only make permissible contacts with

respect to the governmental procurement, which shall mean that the offerer:

a. shall contact only the person or persons who may be contacted by offerers as designated by the governmental entity pursuant to paragraph a of subdivision two of this section relative to the governmental procurement, except that the following contacts are exempted from the provisions of this paragraph and do not need to be directed to a designated contact pursuant to section one hundred thirty-nine-k of this article:

(1) the submission of written proposals in response to a request for proposals, invitation for bids or any other method for soliciting a response from offerers intending to result in a procurement contract;

(2) the submission of written questions by a method set forth in a request for proposals, or invitation for bids, or any other method for soliciting a response from offerers intending to result in a procurement contract, when all written questions and responses are to be disseminated to all offerers who have expressed an interest in the request for proposals, or invitation for bids, or any other method for soliciting a response from offerers intending to result in a procurement contract;

(3) participation in a demonstration, conference or other means for exchange of information in a setting open to all potential bidders provided for in a request for proposals, invitation for bids, or any other method for soliciting a response from offerers intending to result in a procurement contract;

(4) complaints by an offerer regarding the failure of the person or persons designated by the procuring governmental entity pursuant to this section to respond in a timely manner to authorized offerer contacts made in writing to the office of general counsel of the procuring governmental entity, provided that any such written complaints shall become a part of the procurement record;

(5) offerers who have been tentatively awarded a contract and are engaged in communications with a governmental entity solely for the purpose of negotiating the terms of the procurement contract after being notified of tentative award;

(6) contacts between designated governmental entity staff of the procuring governmental entity and an offerer to request the review of a procurement contract award;

(7) (a) contacts by offerers in protests, appeals or other review proceedings (including the apparent successful bidder or proposer and his or her representatives) before the governmental entity conducting the procurement seeking a final administrative determination, or in a subsequent judicial proceeding; or

(b) complaints of alleged improper conduct in a governmental procurement to the attorney general, inspector general, district attorney, or court of competent jurisdiction; or

(c) protests, appeals or complaints to the state comptroller's office during the process of contract approval, where the state comptroller's approval is required, provided that the state comptroller shall make a record of such communications and any response thereto which shall be entered into the procurement record pursuant to section one hundred sixty-three of this chapter; or

(d) complaints of alleged improper conduct in a governmental procurement conducted by a municipal agency or local legislative body to the state comptroller's office;

(8) communications between offerers and governmental entities that solely address the determination of responsibility by a governmental entity of an offerer;

(9) Any communications relating to a governmental procurement made under section one hundred sixty-two of the state finance law undertaken by (i) the non-profit-making agencies appointed pursuant to paragraph e of subdivision six of section one hundred sixty-two of the state finance law by the commissioner of the office of children and family services, the commission for the blind and visually handicapped, or the commissioner of education, and (ii) the qualified charitable non-profit-making agencies for the blind, and qualified charitable non-profit-making agencies for other severely disabled persons as identified in subdivision two of section one hundred sixty-two of this chapter; provided, however, that any communications which attempt to influence the issuance or terms of the specifications that serve as the basis for bid documents, requests for proposals, invitations for bids, or solicitations of proposals, or any other method for soliciting a response from offerers intending to result in a procurement contract with a state agency, the state legislature, the unified court system, a municipal agency or local legislative body shall not be exempt from the provisions of this paragraph;

provided, however, that nothing in this subdivision shall be construed as recognizing or creating any new rights, duties or responsibilities or abrogating any existing rights, duties or responsibilities of any governmental entity as it pertains to implementation and enforcement of article eleven of this chapter or any other provision of law dealing with the governmental procurement process, and that nothing in this subdivision shall be interpreted to limit the authority of a governmental entity involved in a government procurement by exercise of an oversight function from providing information to offerers regarding the status of the review, oversight, or approval of a governmental procurement that has been submitted to or is under review by that governmental entity.

b. shall not attempt to influence the governmental procurement in a manner that would result in a violation or an attempted violation of subdivision five of section seventy-three or section seventy-four of the public officers law, or of other applicable ethics code provisions that are equivalent to subdivision five of section seventy-three or section seventy-four of the public officers law where the public officials that are involved in the governmental procurement are not subject to subdivision five of section seventy-three or section seventy-four of the public officers law;

4. Violations of paragraph a of subdivision three of this section shall include any contacts during the restricted period of a governmental procurement between the offerer and any member, officer or employee of any governmental entity other than the entity conducting the governmental procurement; provided, however, that nothing in this section shall be deemed to prohibit an offerer from communicating with a member of the state legislature or legislative staff about a governmental procurement being conducted by a governmental entity other than the state legislature, or a member of the state legislature or legislative staff contacting a governmental entity about a governmental procurement being conducted by a governmental entity other than the state legislature, provided that the member of the state legislature or legislative staff is acting in his or her official capacity.

5. Governmental entity staff may consult the model guidelines that may be established by the advisory council on procurement lobbying pursuant to section one-t of the legislative law in implementing this section.

6. a. Every governmental entity shall incorporate a summary of the policy and prohibitions regarding permissible contacts during a governmental procurement pursuant to subdivision three of this section,

and copies of rules and regulations and applicable governmental entity guidelines and procedures regarding permissible contacts during a governmental procurement pursuant to subdivision three of this section into their solicitation of proposals or bid documents or specifications for all procurement contracts.

b. Every governmental entity shall seek written affirmations from all offerers as to the offerer's understanding of and agreement to comply with the governmental entity's procedures relating to permissible contacts during a governmental procurement pursuant to subdivision three of this section. Such a written affirmation by an offerer shall be deemed to apply to any amendments to a procurement submitted by the governmental entity after an initial affirmation is received with an initial bid.

7. Notwithstanding any law to the contrary, prior to conducting an award of a procurement contract, a governmental entity conducting a governmental procurement shall make a final determination of responsibility of the proposed awardee in accordance with paragraph f of subdivision nine of section one hundred sixty-three of this chapter, or, if the governmental entity is a public benefit corporation, as that term is defined in section sixty-six of the general construction law, and the majority of the members consist of persons either appointed by the governor or who serve as members by virtue of holding a civil office of the state, according to the procurement guidelines adopted pursuant to subparagraph (iii) of paragraph (b) of subdivision three of section twenty-eight hundred seventy-nine of the public authorities law; provided, however, that nothing in this subdivision shall be construed as abrogating or diminishing any existing rights, duties or responsibilities of any governmental entity as it pertains to determinations of responsibility.

8. Any member, officer or employee of a governmental entity who becomes aware that an offerer has violated the provisions of subdivision three of this section with regard to permissible contacts during any governmental procurement shall immediately notify the ethics officer, inspector general, if any, or other official of the procuring governmental entity responsible for reviewing or investigating such matters. If an offerer violates the provisions of subdivision three of this section with regard to permissible contacts at a governmental entity other than the governmental entity conducting the governmental procurement, the member, officer or employee who becomes aware of the violation shall notify the ethics officer, inspector general, if any, or other official of the governmental entity responsible for reviewing or investigating such matters where that member, officer or employee works, who shall in turn notify the ethics officer, inspector general, if any, or other official of the procuring governmental entity responsible for reviewing or investigating such matters at the procuring governmental entity.

9. Every governmental entity shall establish a process for review by its ethics officer, inspector general, if any, or other official responsible for reviewing or investigating any allegations of violations of the provisions of subdivision three of this section with regard to permissible contacts on governmental procurements, and for the imposition of sanctions if such violations have been found to exist.

10. a. Upon notification of any allegation of a violation of the provisions of subdivision three of this section with regard to permissible contacts on governmental procurements, the governmental entity's ethics officer, inspector general, if any, or other official of the procuring governmental entity responsible for reviewing or investigating such matters shall immediately investigate such allegation

and, if sufficient cause exists to believe that such allegation is true, shall give the offerer reasonable notice that an investigation is ongoing and an opportunity to be heard in response to the allegation.

b. A finding that an offerer has knowingly and willfully violated the provisions of subdivision three of this section shall result in a determination of non-responsibility for such offerer, and such offerer and its subsidiaries, and any related or successor entity with substantially similar function, management, board of directors, officers and shareholders (hereinafter, for the purposes of this paragraph "offerer"), shall not be awarded the procurement contract, unless the governmental entity finds that the award of the procurement contract to the offerer is necessary to protect public property or public health or safety, and that the offerer is the only source capable of supplying the required article of procurement within the necessary timeframe, provided, that the governmental entity shall include in the procurement record a statement describing the basis for such a finding. Any subsequent determination of non-responsibility due to violation of this section within four years of a determination of non-responsibility due to a violation of this section shall result in the offerer being rendered ineligible to submit a proposal on or be awarded any procurement contract for a period of four years from the date of the second final determination. Every governmental entity shall ensure that its solicitations of proposals for procurement contracts require offerers to disclose findings of non-responsibility due to violations of the provisions of subdivision three of this section within the previous four years by any governmental entity. The failure of offerers to timely disclose accurate and complete information or otherwise cooperate with the governmental entity in administering this provision shall be considered by the governmental entity in its determination of responsibility; provided, further, that the governmental entity shall not award a contract to an offerer who fails to timely disclose accurate and complete information or otherwise cooperate with the governmental entity in administering this provision unless the governmental entity finds that the award of the procurement contract to the offerer is necessary to protect public property or public health or safety, and that the offerer is the only source capable of supplying the required article of procurement within the necessary timeframe, provided, that the governmental entity shall include in the procurement record a statement describing the basis for such a finding. Upon a determination of non-responsibility or debarment due to a violation of this section, the governmental entity shall notify the office of general services, which shall keep a list of all offerers who have been determined to be nonresponsible bidders or debarred due to violations of this section; the office of general services shall make publicly available such list and shall publish such list on its web site.

c. If a violation of the provisions of subdivision three of this section is found to have knowingly and willfully occurred, then the ethics officer or inspector general, if any, or other official of the procuring governmental entity responsible for reviewing or investigating such matters shall report instances of employee violation of the guidelines and procedures regarding implementation of subdivision two of this section to the governmental entity's head.

11. Nothing in this section shall be deemed to prevent: (a) contacts by offerers in protests, appeals or other review proceedings (including the apparent successful bidder or proposer and his or her representatives) before the governmental entity conducting the procurement seeking a final administrative determination, or in a subsequent judicial proceeding; or

(b) complaints of alleged improper conduct in a governmental procurement to the attorney general, inspector general, district attorney, or court of competent jurisdiction; or

(c) written protests, appeals or complaints to the state comptroller's office during the process of contract approval, where the state comptroller's approval is required by law, and where such communications and any responses thereto are made in writing and shall be entered in the procurement record pursuant to section one hundred sixty-three of this chapter; or

(d) complaints of alleged improper conduct in a governmental procurement conducted by a municipal agency or local legislative body to the state comptroller's office;

provided, however, that nothing in this subdivision shall be construed as recognizing or creating any new rights, duties or responsibilities or abrogating any existing rights, duties or responsibilities of any governmental entity as it pertains to implementation and enforcement of article eleven of this chapter or any other provision of law dealing with the governmental procurement process.

\* NB Repealed July 31, 2021.



\* § 139-k. Disclosure of contacts and responsibility of offerers.

1. For purposes of this section, the following terms will have the following meanings unless specified otherwise.

a. "Governmental entity" shall mean: (1) any department, board, bureau, commission, division, office, council, committee or officer of the state, whether permanent or temporary; (2) each house of the state legislature; (3) the unified court system; (4) any public authority, public benefit corporation or commission created by or existing pursuant to the public authorities law; (5) a public authority or public benefit corporation, at least one of whose members is appointed by the governor or who serves as a member by virtue of holding a civil office of the state; (6) municipal agency, as that term is defined in paragraph (ii) of subdivision (s) of section one-c of the legislative law; or (7) a subsidiary or affiliate of such a public authority.

b. "Article of procurement" shall mean a commodity, service, technology, public work, construction, revenue contract, the purchase, sale or lease of real property or an acquisition or granting of other interest in real property, that is the subject of a governmental procurement.

c. "Contacts" shall mean any oral, written or electronic communication with a governmental entity under circumstances where a reasonable person would infer that the communication was intended to influence the governmental entity's conduct or decision regarding the governmental procurement.

d. "Proposal" shall mean any bid, quotation, offer or response to a governmental entity's solicitation of submissions relating to a procurement.

e. "Governmental procurement" shall mean: (i) the public announcement, public notice, or public communication to any potential vendor of a determination of a need for a procurement, which shall include, but not be limited to, the public notification of the specifications, bid documents, request for proposals, or evaluation criteria for a procurement contract, (ii) solicitation for a procurement contract, (iii) evaluation of a procurement contract, (iv) award, approval, denial or disapproval of a procurement contract, or (v) approval or denial of an assignment, amendment (other than amendments that are authorized and payable under the terms of the procurement contract as it was finally awarded or approved by the comptroller, as applicable), renewal or extension of a procurement contract, or any other material change in the procurement contract resulting in a financial benefit to the offerer.

f. "Restricted period" shall mean the period of time commencing with the earliest written notice, advertisement or solicitation of a request for proposal, invitation for bids, or solicitation of proposals, or any other method for soliciting a response from offerers intending to result in a procurement contract with a governmental entity and ending with the final contract award and approval by the governmental entity and, where applicable, the state comptroller.

g. "Procurement contract" shall mean any contract or other agreement, including an amendment, extension, renewal, or change order to an existing contract (other than amendments, extensions, renewals, or change orders that are authorized and payable under the terms of the contract as it was finally awarded or approved by the comptroller, as applicable), for an article of procurement involving an estimated annualized expenditure in excess of fifteen thousand dollars. Grants, article eleven-B state finance law contracts, program contracts between not-for-profit organizations, as defined in article eleven-B of this chapter, and the unified court system, intergovernmental agreements,

railroad and utility force accounts, utility relocation project agreements or orders, contracts governing organ transplants, contracts allowing for state participation in a trade show, and eminent domain transactions shall not be deemed procurement contracts.

h. "Offerer" shall mean the individual or entity, or any employee, agent or consultant or person acting on behalf of such individual or entity, that contacts a governmental entity about a governmental procurement during the restricted period of such governmental procurement whether or not the caller has a financial interest in the outcome of the procurement; provided, however, that a governmental agency or its employees that communicates with the procuring agency regarding a governmental procurement in the exercise of its oversight duties shall not be considered an offerer.

i. "Revenue contract" shall mean any written agreement between a governmental entity, as that term is defined in subparagraphs one, four, five, six or seven of paragraph a of this subdivision, and an offerer whereby the governmental entity gives or grants a concession or a franchise.

j. "Unified court system" shall, for the purposes of this section only, mean the unified court system of the state of New York, or the office of court administration, where appropriate, other than town and village justice courts in jurisdictions with a population under fifty thousand, when it acts solely in an administrative capacity to engage in governmental procurements and shall not include the unified court system or any court of the state judiciary when it acts to hear and decide cases of original or appellate jurisdiction or otherwise acts in its judicial, as opposed to administrative, capacity.

2. Each governmental entity shall ensure that solicitation of proposals or bid documents or specifications, or contract documents, as applicable, for procurement contracts shall require offerers to disclose findings of non-responsibility made within the previous four years by any governmental entity where such prior finding of non-responsibility was due to: (a) a violation of section one hundred thirty-nine-j of this article, or (b) the intentional provision of false or incomplete information to a governmental entity.

3. The failure of an offerer to timely disclose accurate or complete information to a governmental entity pursuant to subdivision two of this section shall be considered by such governmental entity in its determination of the responsibility of such offerer. No procurement contract shall be awarded to any such offerer, its subsidiaries, and any related or successor entity with substantially similar function, management, board of directors, officers and shareholders (hereinafter, for the purposes of this subdivision, "offerer"), unless the governmental entity finds that the award of the procurement contract to the offerer is necessary to protect public property or public health or safety, and that the offerer is the only source capable of supplying the required article of procurement within the necessary timeframe, provided, that the governmental entity shall include in the procurement record a statement describing the basis for such a finding.

4. Upon any contact in the restricted period, the governmental entity shall obtain the name, address, telephone number, place of principal employment and occupation of the person or organization making the contact and inquire and record whether the person or organization making such contact was the offerer or was retained, employed or designated by or on behalf of the offerer to appear before or contact the governmental entity about the procurement. All recorded contacts shall be included in the procurement record for the procurement contract.

5. Any procurement contract award subject to the provisions of this

section and section one hundred thirty-nine-j of this article shall contain a certification by the offerer that all information provided to the procuring governmental entity with respect to this section is complete, true and accurate, and each such procurement contract shall contain a provision authorizing the governmental entity to terminate such contract in the event such certification is found to be intentionally false or intentionally incomplete. The governmental entity shall include in the procurement record a statement describing the basis for any action taken pursuant to such termination provision.

6. Any communications received by a governmental entity from members of the state legislature, or legislative staffs, when acting in their official capacity, shall not be considered to be a "contact" within the meaning of this section and shall not be recorded by a governmental entity pursuant to this section.

\* NB Repealed July 31, 2021.

## **EXHIBIT B: CONTRACTUAL TERMS AND CONDITIONS**

**(This EXHIBIT to be attached to the Contract or is hereby incorporated into the Contract by reference)**

### **A. Contract/Agreement**

**The successful proposal, when properly accepted by the Authority, shall be subject to all the terms and conditions of the proposal documents. The Albany County Airport Authority shall generate a contract to the successful Proposer. The successful proposer shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of the Authority.**

### **B. Contract Administrator**

**The Authority will designate a contract administrator with designated responsibility to ensure compliance with all the Contractual Term and Conditions, including, but not limited to, the inspection and acceptance of the service provided. The Contract Administrator will serve as liaison between the Authority and the successful proposer.**

### **C. Performance Terms and Conditions:**

- 1. The Contract shall designate the location of services. There will be scheduled hours for the performance of services and a specific locations for equipment/supply deliveries which do not conflict with the Airport's peak traffic times. Services should cause little or no interference with Airport Operations.**
- 2. Authority personnel will conduct a full visual inspection of completed work before accepting the services performed. The Authority shall have the right to request any improvements necessary so the services meet the specifications set forth in the RFP and the proposers response before accepting the services performed. Inspection and/or testing may be performed at the request of the Authority, with concurrence of the proposer, by an agent so designated, without expense to the Airport.**

**If after inspection, problem areas that are not corrected immediately (within one (1) working day) of notification by the Authority, unless involving an emergency where work shall occur (within one (1) hour), and must be corrected using an outside source other than the successful proposer, we shall deduct charges for such outside services from payment for failure to perform in keeping with the terms of this contract.**

- 3. Successful proposer warrants that all services conform to the proposed specifications, drawings, descriptions listed in the proposal invitation, furnished by proposer, if any, and/or all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship. The successful proposer shall not limit or exclude any implied warranties and any attempt to do so may render the contract and purchase order null and void at the option of and at no expense to the Airport. In case of conflict between the specifications, drawings and descriptions, the specifications shall govern.**

**D. Payments:**

- 1. The Authority will make payment only after the proposer's performance and the acceptance of services by the Authority subject to the Minimum Fee Payment as set forth in the Request for Proposal.**
- 2. Along with vendor invoices, a complete log showing the date, time of service, driver and truck number should be submitted to the Authority.**
- 3. Vendor invoices shall show the contract number and shall be accompanied by a signed Authority Claim Form. Invoices and Claim Forms shall be mailed to: Albany County Airport Authority, Administration Building, Room 204, Albany, New York, 12211-1057. ATTN: Accounts Payable.**
- 4. The vendors invoice shall state any prompt payment discounts available.**
- 5. The Authority shall not pay any freight and/or delivery charges not specifically authorized and included on the purchase order.**
- 6. The Authority is exempt from the State Sales Tax.**
- 7. The Authority requires the vendor and the vendor agrees to pay suppliers/subcontractors within ten (10) days after the vendor receives payment from the Authority.**
- 8. If during the term of the Agreement/Contract, the successful proposer's pricing to other customers under the same terms and conditions for services awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of that reduction shall be extended to the Authority.**
- 9. There will be no increases paid due to an escalation in any cost of materials, labor, fuel or other cost of any kind.**

**E. Insurance**

**Before commencing services, the successful proposer shall be required at their own expense to furnish the Authority within ten (10) days of notification to proceed with certified copies of all insurance requirements to be in force throughout the term of the contract as follows:**

	<b>Required Minimum Coverage</b>
<b>General Liability, including automobile and property damage</b>	<b>\$5,000,000</b>
<b>Worker's Compensation and Disability</b>	<b>New York Requirements</b>

**The Authority or the Authority's insurance underwriters may require higher or approve deviations from these suggested minimums. The Authority, the County, AFCO AvPorts Management, LLC is successors and assigns, and the members (including, without limitations,**

**all members of the governing board of the Authority), officers, employees and agents of each shall be named as additional insured on all insurance policies and, as a general rule, the above reflects the types and range of required coverage.**

**Offeree's Insurance agent is requested to complete the Insurance Requirement Affidavit in Section VI, of this Proposal and return as part of offer.**

**F. Contract Term**

**It is the intention of the Authority to award to the successful proposer a contract for the term of one year. The Authority reserves the option to renew, up to four additional one (1) year terms.**

**G. Minority Woman Owned Business Enterprise (MWBE) Participation / Service Disabled Veteran Owned Business (SDVOB)**

**It is the Authority's policy to provide the maximum practicable opportunity for participation at the Airport by minorities, woman, and service disabled veteran owned businesses. There is 0% participation goal for this contract. Participation is encouraged.**

**H. Other Terms and Conditions:**

**1. Conflict Of Interest**

**No public official from the State of New York, County of Albany, or any local governmental unit located within the County of Albany shall have interest in the Agreement.**

**2. Venue**

**Construed according to the laws of the State of New York and the parties further agree that the Supreme Court, State of New York, County of Albany, the United States District Court, Northern District of New York shall be the forum for any actions brought under this RFP.**

**3. Silence of Requirements**

**The apparent silence of these Terms and Conditions as to any detail or to the apparent omission from it of the description concerning any point, shall be regarded as meaning that only the best business practices are to prevail. All interpretations of these requirements shall be made on the basis of this statement.**

**4. Advertising**

**The successful proposer shall not advertise or publish, without the Authority's prior written approval, the fact that the Authority has entered into a contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state or local government.**

**5. Interference**

**There shall be no interference with Albany Airport operations in the performance of the services herein.**

**6. Termination Rights By The Authority**

**The Authority may terminate the contract for cause upon thirty (30) days written notice, should the successful bidder be in default of the contract. The Authority may terminate the contract without cause after the twelfth (12<sup>th</sup>) month from the effective date of the contract upon 30 days notice. In the event of termination, the Authority is not required to purchase the bidder's equipment/supplies, if any, and the bidder may be required to remove all equipment/supplies at its own expense in a timely manner.**

**7. Representations**

**No information derived from inspection of Airport records or reports of investigation concerning the Agreement will in any way relieve the successful proposer from its responsibility or from properly performing its obligations under the contract. The Airport may have provided information as a convenience to the proposer and did so without any warranty whatsoever by the Authority. The successful proposer make its own conclusions and interpretations from the data supplied by the Authority and from information available from other sources.**

**8. Cumulative Rights**

**The rights and remedies provided by this Agreement is cumulative and the use of one right or remedy by a party shall not preclude or waiver the right to use any or all of the remedies.**

**9. Indemnification**

**The successful proposer, their employees or agents shall indemnify and save Albany County and the Albany County Airport Authority harmless from and against all claims, demands, losses, costs, damages, suits, actions and proceedings by whomsoever made, brought or prosecuted and in any manner based upon arising out or, related to, occasioned by or attributable to the infringement or contribution to the infringement of any intellectual or industrial property right by the articles, methods, processes or act employed by, or plans, drawings, specifications another written data provided by, the successful proposer or its employees in concern with providing services hereunder (including, without limitations, legal expenses on a solicitor and client basis).**

**The successful proposer shall have the right, in order to avoid such claims demands, losses, costs, damages, suits, action or proceedings, at its expense, to substitute, non infringing equipment, materials and processes, or to modify such infringing equipment, so they become non infringing equipment. The successful proposer may wish to obtain the necessary licenses to use the infringing equipment, material and processes, if such substituted or modified equipment, materials and processes shall meet all the**

requirements and be subject to all the provisions of the Agreement.

The provisions of this Section shall survive the expiration or sooner termination of this Agreement.

**10. Default**

If the successful proposer is in default, the Authority may, in its discretion, do all things necessary to effect compliance with the laws, regulation, by laws, directives, rules and conventions referred to therein, and the successful proposer shall, on demand by the Authority, reimburse the Authority for all costs incurred by the Authority for that purpose.

**11. Patents/Copyrights**

The successful proposer agrees to protect the Authority from claims involving infringements of patents and/or copyrights. By submission of this bid and as part of the awarded contract for sale, the proposer agrees to ascertain whether services performed to the specifications will cause the rightful claim of any third person by way of infringement or the like. The Authority makes no warranty that the performance of services meeting the specifications will not cause such a claim, and in no event shall the Authority be liable to proposer for indemnification should the proposer be sued on the grounds of infringement or the like. If the proposer is of the opinion that an infringement or the like will result, the proposer will notify the Authority to this effect in writing within two (2) weeks after the award of the contract. If the Authority does not receive notice and is subsequently held liable for the infringement or the like, proposer will save the Authority harmless. If the proposer in good faith ascertains that the performance of series according to the specifications will result in infringement or the like, the awarded contract shall be null and void.

**12. Remedies**

The successful proposer and the Authority agree that both parties have all rights, duties and remedies available as stated in the Uniform Commercial Code.

**13. Ethics**

The proposer shall not accept or offer gifts or anything of value nor enter any business arrangement with any employee, official or agent of the Authority. Any contact by a proposer with Authority members, Airport consultants, the Chief Executive Officer, the Airport Manager or other Authority or Airport staff, other than with the Purchasing Office and the Review Panel, shall be grounds for disqualification.

**14. Compliance**

All equipment used in the performance of this contract must comply with all federal, state, county and local laws concerning this type of equipment and the fulfillment of all ADA (American with Disabilities Act) requirements.



**15. Drug/Smoke Free**

**Albany International Airport maintains a drug and smoke free work place. Use, possession or under the influence of drugs and / or alcohol or smoking while in performance of the services is strictly prohibited.**

**16. Non Discrimination Requirements**

**In accordance with Article 5 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional, non-discrimination provisions, the Proposer agrees that neither it nor its subcontractors shall be reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any person who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under the Agreement.**

**17. Warranty**

**The Successful proposer shall warrant that all services shall conform to the proposed specifications, drawings, descriptions listed in the RFP, furnished by proposer, if any, and/or all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship. The successful proposer will not limit or exclude any implied warranties and any attempt to do so may render the awarded contract voidable at the option of the Authority. In case of conflict between specifications, drawings and descriptions, the specifications shall govern.**

**18. Safety Warranty**

**Successful proposer warrants that the services provided shall conform to the standards declared by the U.S. Department of Labor under the Occupation Safety and Health Act of 1970, as amended. In the event the services provided do not conform to OSHA standards, the Authority may require the services conform at no additional expense to the Airport. In the event the successful proposer fails to make the appropriate correction within a reasonable time, any corrections made by the Authority shall be at the successful proposer's expense.**

**19. Right to Supply**

**Albany County Airport Authority reserves the right, but shall not be obligated, to provide to the successful proposer, at Proposer's expense, any or all materials and supplies required in connection with the performance of services hereunder. The successful proposer shall provide any materials or supplies required concerning the performance of services at Proposer's expense for which the Authority will reimburse the actual cost thereof.**

**20. Inspection and Audit**

The successful proposer shall keep, or cause to be kept, at its principle office, original books and records relating to hours of services, composite waste rates, including without limitation, direct and indirect payroll, and the cost for services, supplies and materials provided for or related to performing services under this Agreement. For four (4) years after the end of each year of the Term, successful proposer shall, upon 24 hours' notice given by Albany County Airport Authority to the successful proposer, afford Albany County Airport Authority and its representative access, during normal business hours, to such books and records for the purposes of inspection, extraction and audit.

**21. Liability for Taxes, License and Fees**

The successful proposer shall pay taxes, license and permit fees, and assessment (including without limitation, all taxes, assessments and charges based upon gross receipts, and fees required paid under any applicable licenses, leases or agreements), and any interest and penalties thereon, in any manner levied assessed, or imposed upon the successful proposer by any government or agency or instrumentality thereof having jurisdiction, arising out of, resulting from or related in the performance of any services by Successful proposer under this Agreement.

**22. Price Redetermination:**

A price redetermination may be considered by Albany International Airport only at anniversary date of the contract and shall be substantiated in writing (Federal/State minimum wage law; Federal/State unemployment taxes; F.I.C.A.; Insurance Coverage Rates; etc.). All requests for price redetermination with written substantiation must be submitted to the Airport in writing at the time of notification of extension. The proposer's past experience of honoring contracts at the bid price will be an important consideration in the evaluation of the lowest and best bid. Albany County Airport Authority reserves the right to accept or reject any/all of the price redetermination as it deems to be in the best interest of the Airport.

**23. Waste Disposal**

The successful proposer shall dispose of all refuse, rubbish and waste resulting from performance of services, to the satisfaction of Albany County Airport Authority.

**24. Recycling**

The successful proposer must comply with all State, County and Town recycling regulations. Any fines incurred will be the successful proposer's responsibility.

**25. Option to Add or Delete**

Albany County Airport Authority may, at its sole option, by notice to the proposer, add or delete portions of Albany County Airport facility in which successful proposer performs services hereunder. The charges or credits given by the successful proposer

**for such added or deleted areas based upon the addition of or they shall calculate reduction in the unit of measurement at the appropriate price per unit of measurement as requested as part of this bid.**

## **EXHIBIT C: SCOPE OF SERVICES**

### **A. Objective**

The purpose of this RFP is to enable the Authority to analyze and compare proposals for Plumbing Services on an as needed basis. The Authority will award this contract to two (2) plumbing contractors. Requested work will be alternated between the two contractors at the discretion of the Airport Authority Representative.

### **B. Scope of Services**

#### **PLUMBING SERVICES**

It is the intent of the Authority to obtain an expert Plumber on an **as needed basis** at Albany International Airport.

This RFP will be awarded to two (2) Plumbing Contractors and work will be assigned by a representative of the Airport Authority.

Work shall be performed by efficient, experienced employees. Proposer should be able to demonstrate expertise in all forms of Plumbing work. This assignment has no supervisory responsibilities. The awarded proposer(s) will report to the Airport Authority Building Maintenance Supervisor. The awarded proposer (s) must have a minimum of five (5) years experience in the field of Plumbing .

The work for this contact will include, but not limited to, the following essential duties and responsibilities:

- Provide a camera system to check under ground piping lines for broken pipe lines.
- Snake and water jet all plumbing lines inside and outside our buildings.
- Pipe Repairs; day-to-day type repairs and / or emergency repairs that are required to guarantee the safety and welfare of passengers/staff or jeopardize the continued operation of the Airport.

The awarded vendor (s) will sign and complete a service contract with the Airport Authority.

The awarded vendors will be required to operate their own vehicle for transportation around the Airport property. All Drivers must have a valid New York State Driver's License. Therefore, all drivers must comply with the Airport Rules and Regulations for Operating a Motor Vehicle Within the Airport Operation Area/AOA (See Exhibit F). All drivers must take an Airport Driver training class that is offered during the security

training class. This class can take up to four (4) hours to complete. All vehicles subject to Airport inspection.(See Exhibit G). All vehicles must be equipped with a yellow beacon light that is visible from all directions and a backup alarm. All vehicles must be properly marked with the company name on both the driver and passenger side doors. The lettering must be large enough to read from a reasonable distance.

The awarded vendor will be required to be reachable at all times by cellular phone. The cellular phone and service will be the responsibility of the awarded vendor.

The awarded vendors will be required to provide all tools necessary to complete the requested work. Replacement parts will be supplied by the Airport Authority when applicable. The awarded vendor must notify the Airport Authority Building Maintenance Supervisor of what parts are needed. The Airport Authority must approve purchase of all replacement parts.

The Authority reserves the right to award this contract to more than one vendor. If more than one proposal is accepted and awarded, the work will be distributed on a rotation basis.

All workers assigned to this work area will be required to obtain an Airport issued security badge, which includes a background check. There is a \$48.00 fee per employee for fingerprinting, which is required to obtain a security badge. The fee will be paid by the awarded vendors.

Proposals must include a percentage markup of the Prevailing Wage Rate. This percentage must be provided in Exhibit D. Proposer shall provide the percentage markup for 5 years. (Maximum Price Increase Each Year After Year One is Three Percent 3%).

Prevailing Wage Rates must be paid by the awarded vendor. The Prevailing Rate Schedule (PRC) is given in EXHIBIT E. The PRC for this contract is 2019009934.

The Authority has adopted a policy, in accordance with Section 816-b of the New York State Labor Law, of requirement contractors and subcontractors in appropriate contracts, to have apprenticeship agreements registered with the New York State Commissioner of Labor. Consequently, each bidder, and each subcontractor utilized by the successful bidder, shall have an apprenticeship agreement appropriate for the type and scope of work performed, that has been registered with, and approved by the New York State Commissioner of Labor. The Authority may require proposers to submit evidence satisfactory to the Authority of compliance with this requirement.

### **C. Exception/Substitutions**

All proposals meeting the requirement of this RFP will be considered for the award. Proposers taking exceptions to the specifications shall do so at their own risk. By offering

substitutions, the proposer shall state these exceptions in Exhibit D or by attachment as part of the proposal. Exception/substitution, if accepted, must meet or exceed specifications stated herein. The absence of such a list shall indicate that the proposer has not taken exceptions and shall hold the proposer responsible for performing in strict accordance with the specifications of the solicitation. The Authority reserves the right to accept any and/or all/none of the exceptions/substitutions deemed to be in the best interest of the Airport.

References are to be supplied with your proposal with Exhibit D.

**EXHIBIT D: DOCUMENTS REQUIRED TO BE SUBMITTED WITH PROPOSAL**

- A. Proposal Acknowledgment Form**
- B. Non-Collusion Affidavit**
- C. Offerer Disclosure of Prior Non-Responsibility Determinations  
Obtained Proposal Affidavit**
- E. Proposal Bond**
- F. Insurance Affidavit**
- G. Company Statement for:**
  - 1. Corporation**
  - 2. Partnership**
  - 3. All Proposals**
- H. Work Force Composition**
- I. References**
- J. Proposal Submittal Form**

**Exhibit D: Proposal A**

**PROPOSAL ACKNOWLEDGMENT FORM**

The proposers acknowledge that he/she has carefully examined the RFP, the attached Agreement draft and the proposed location/s for his/her proposed operation/s.

The proposer warrants that if proposal is accepted, he/she will contract with the Albany County Albany Authority the form of an Agreement substantially in the form attached and comply with the requirements of the RFP and the executed Agreement. Proposer agrees to deliver an executed Agreement to the Albany County Airport Authority within fourteen (14) calendar days of receiving the tendered Agreement from the Authority.

I, the undersigned, guarantee our proposal meets or exceeds specifications contained in the RFP document. Any exceptions are described in detail and all requested information has been submitted as requested.

I affirm that I have read and understand all the provisions and conditions as set forth in this RFP. Our firm will comply with all provisions and conditions as specified, unless specifically noted as an exception with our Proposal.

I also affirm that I am duly authorized to execute the Agreement contemplated herein; that this company, corporation, firm, partnership, or individual has not prepared this Proposal in collusion with any other proposer and that the contents of this proposal as to rent, terms or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any other proposer or to any other person/s engaged in this type of business prior to the official opening of the proposal.

Name of Proposer: \_\_\_\_\_

Signature of Authorized Person: \_\_\_\_\_

Title: \_\_\_\_\_

Business Address of Proposer: \_\_\_\_\_

Business Phone Number: \_\_\_\_\_

Date: \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.



**Exhibit D: Proposal B**

**NON-COLLUSION AFFIDAVIT**

Authorized officer: Bidder's proposal containing statements, letters, etc., shall be signed in the proposal by a duly authorized officer of the company whose signature is binding on the proposal.

The undersigned offers and agrees to furnish all of the items/services upon which qualifications are stated in the accompanying proposal. The period of acceptance of this proposal will be \_\_\_\_ calendar days from the date of the bid opening. (Period of acceptance will be forty-five (45) calendar days unless otherwise indicated by proponent).

STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_

BEFORE ME, the undersigned authority, a Notary Public in and for the State of \_\_\_\_\_ on this day personally appeared \_\_\_\_\_ who after being by me duly sworn did depose and say: I, \_\_\_\_\_ am a duly authorized officer of/agent for \_\_\_\_\_ and have been duly authorized to execute the foregoing on behalf of the said .

I hereby certify that the foregoing offer has not been prepared in collusion with any other proponent or other person or persons engaged in the same line of business prior to the official opening of this proposal. Further, I certify that the proponent is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination, to control the type of services/commodities offered, or to influence any person or persons to offer or not to offer thereon.

By submission of this proposal, each proponent and each person signing on behalf of any proponent certifies and in the case of a joint proposal each party thereto certifies as to its own organization, under penalty of perjury that to the best of his knowledge and belief:

- A. The prices in this proposal have been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition as to any matter relating to such prices with any other proponent or with any competitor;
- B. Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the proponent and will not knowingly be disclosed by the proponent prior to the opening, directly or indirectly to any other proponent or to any competitor; and,
- C. No attempt has been made or will be made by the proponent to induce any other

person, partnership or corporation to submit or not to submit a proposal for the purpose of restricting competition.

Name and Address of Proponent: \_\_\_\_\_  
\_\_\_\_\_

Telephone and Fax Numbers: \_\_\_\_\_

By: \_\_\_\_\_ Name & Title \_\_\_\_\_  
Signature

SUBSCRIBED AND SWORN to before me by the above-named on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_ .

\_\_\_\_\_  
Notary Public in and for the State of NY

**Exhibit D: Proposal C**

**Offerer Disclosure of Prior Non-Responsibility Determinations**

Name of Individual or Entity Seeking to Enter into the Procurement Contract:

\_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Name and Title of Person Submitting this Form: \_\_\_\_\_

\_\_\_\_\_

Contract Procurement Number: \_\_\_\_\_

Date: \_\_\_\_\_

1. Has any Governmental Entity made a finding of non-responsibility regarding the individual or entity seeking to enter into the Procurement Contract in the previous four years? (Please circle):

No Yes

If yes, please answer the next questions:

2. Was the basis for the finding of non-responsibility due to a violation of State Finance Law §139-j (Please circle):

No Yes

3. Was the basis for the finding of non-responsibility due to the intentional provision of false or incomplete information to a Governmental Entity? (Please circle):

No Yes

4. If you answered yes to any of the above questions, please provide details regarding the finding of non-responsibility below.

Governmental Entity: \_\_\_\_\_

Date of Finding of Non-responsibility: \_\_\_\_\_

Basis of Finding of Non-Responsibility: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Add additional pages as necessary)

5. Has any Governmental Entity or other governmental agency terminated or withheld a Procurement Contract with the above-named individual or entity due to the intentional provision of false or incomplete information? (Please circle):

No Yes

6. If yes, please provide details below.

Governmental Entity: \_\_\_\_\_

Date of Termination or Withholding of Contract: \_\_\_\_\_

Basis of Termination or Withholding: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Add additional pages as necessary)

Offerer certifies that all information provided to the Governmental Entity with respect to State Finance

Law §139-k is complete, true and accurate.

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Signature

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Exhibit D: Proposal D**

**OBTAINED REQUEST FOR PROPOSAL AFFIDAVIT**

I, being an authorized representative of the named organization / company, certify that I obtained the request for proposal documents from the Albany County Airport Authority Purchasing Office or from BidNet Direct. I understand that no proposal shall be considered unless the organization making this proposal has first obtained a copy of this Request for Proposal from the Albany County Airport Authority Purchasing Office or BidNet Direct.

\_\_\_\_\_  
Signature Agent

Print or Type Name: \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

SUBSCRIBED AND SWORN to before me by the above named on this \_\_\_\_\_  
day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public in and for  
State of New York

**Exhibit D: Proposal E**

**PROPOSAL BOND**

**Not Required**

**Exhibit D: Proposal F**

**INSURANCE REQUIREMENT AFFIDAVIT**

To be completed by appropriate insurance agent:

I, the undersigned agent, certify that the insurance requirements contained in this proposal document have been reviewed by me with the below identified offerer. If the below identified offerer is awarded this contract by Albany County Airport Authority, I will be able, within ten (10 days after offerer is notified of such award, to furnish a valid insurance certificate to the Airport meeting all of the requirements contained in this contract.

Agent: \_\_\_\_\_  
Signature Agent

Name of Insurance Carriers: \_\_\_\_\_

Address of Agency: \_\_\_\_\_  
\_\_\_\_\_

Phone Number Where  
Agent May Be Contacted: \_\_\_\_\_

Offerer's Name (Print or Type) \_\_\_\_\_

SUBSCRIBED AND SWORN to before me by the above named on this \_\_\_\_\_  
day of \_\_\_\_\_, 20\_\_ .

\_\_\_\_\_  
Notary Public in and for  
State of New York

**Exhibit D: Proposal G-1**

**CORPORATION STATEMENT**

IF A CORPORATION, answer the following:

1. When incorporated?

\_\_\_\_\_

2. Where incorporated?

\_\_\_\_\_

3. Is the corporation authorized to do business in New York?

\_\_\_\_\_ Yes      \_\_\_\_\_ No

If New York is not state of incorporation:

- A. Address of the registered office in New York:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- B. Name of registered agent in New York at such office:

\_\_\_\_\_

- C. Attach Certificate of Authority to transact business in New York.

4. The Corporation is held: \_\_\_\_\_ Publicly      \_\_\_\_\_ Privately

5. Furnish the name, title, and address of each officer, director, and shareholders of the corporation's issued stock:

<b>Officer's Name</b>	<b>Address</b>	<b>Position</b>	<b>%</b>
_____			
_____			



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<b>Director's Name</b>	<b>Address</b>	<b>Principal Business Affiliation Other Than Proposer's Directorship</b>
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**Exhibit D: Proposal G-2**

**PARTNERSHIP STATEMENT**

IF A PARTNERSHIP, answer the following:

- 1. Date of Organization? \_\_\_\_\_
- 2. General Partnership \_\_\_\_\_ Limited Partnership \_\_\_\_\_
- 3. Partnership Agreement Recorded? \_\_\_\_\_ Yes \_\_\_\_\_ No

Date: \_\_\_\_\_

Book: \_\_\_\_\_

Page: \_\_\_\_\_

County: \_\_\_\_\_

- 4. Has the Partnership done business in New York?  
Yes \_\_\_\_\_ No \_\_\_\_\_ When? \_\_\_\_\_

5. Name, address, and partnership share of each general or limited partner:

	Name	Address	Percent Of Share	General Limited Partner
1.	_____	_____	_____	_____
2.	_____	_____	_____	_____
3.	_____	_____	_____	_____
4.	_____	_____	_____	_____

**Exhibit D: Proposal G-3**

**ALL PROPOSALS - FINANCIAL INFORMATION**

**A. Financial Statements**

Proponents shall attached a Balance Sheet and Income Statement prepared in accordance with Generally Accepted Accounting Principles (GAAP) for the most current year-to-date period, together with a copy of the Proponent's most recent fiscal year Financial Statements, audited and certified by an Independent Certified Public Accountant, including the auditor's opinion thereon.

**B. Surety Information**

1. Have you, or any entity you have had an ownership interest in, ever had a bond or surety canceled or forfeited? Yes ( ) No ( )
  
2. If Yes, state the name of the bonding company, date, amount of the bond and the reason for such cancellation or forfeiture \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**C. Bankruptcy Information**

1. Have you, or any entity you have had an ownership interest in, ever filed a petition for bankruptcy, or been declared bankrupt? Yes ( ) No ( )
  
2. If Yes, state the name of the entity, date, amount of the filed or declared bankruptcy \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**D. County of Albany and any Affiliated Entity**

1. Have you ever entered into an agreement with the County of Albany or any affiliated entity? Yes ( ) No ( )
  
2. If Yes, identify the agreement(s), its purpose, and its term. \_\_\_\_\_  
\_\_\_\_\_

3. Have you ever been sent a default notice concerning any such agreement(s)?

Yes ( ) No ( ) If Yes, please explain

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**Exhibit D: Proposal H**

**WORK FORCE COMPOSITION**

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**Name of Firm** **Phone Number**

---

**Address** **City** **State** **Zip Code**

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**Name & Title of Authorized Executive**

Full Time Employees	Total # of Employees	White	American Indian	Black	Hispanic	Other (*)
	Male / Female	M/F	M/F	M/F	M/F	M/F
Admin & Manager						
Professional						
Technical						
Sales Workers						
Office Workers						
Semiskilled Workers						
Unskilled Workers						
Apprentices						
Seasonal						
Temporary						
Part Time						
<b>TOTAL</b>						

**\*Use Additional Sheets To Identify The Ethnicity Of Employees Identified In This Category.**

**Remarks:** \_\_\_\_\_

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**Exhibit D: Proposal I**

**REFERENCES**

**List three (3) companies or governmental agencies where like or similar services have been provided within the last three years:**

1. **Company Name:** \_\_\_\_\_

**Address:**

\_\_\_\_\_ **Street/P.O. Box**      **City**      **State**      **Zip Code**

**Contact Person:** \_\_\_\_\_ **Title:** \_\_\_\_\_

**Phone:** \_\_\_\_\_ **Fax:** \_\_\_\_\_

2. **Company Name:** \_\_\_\_\_

**Address:**

\_\_\_\_\_ **Street/P.O. Box**      **City**      **State**      **Zip Code**

**Contact Person:** \_\_\_\_\_ **Title:** \_\_\_\_\_

**Phone:** \_\_\_\_\_ **Fax:** \_\_\_\_\_

3. **Company Name:** \_\_\_\_\_

**Address:**

\_\_\_\_\_ **Street/P.O. Box**      **City**      **State**      **Zip Code**

**Contact Person:** \_\_\_\_\_ **Title:** \_\_\_\_\_

**Phone:** \_\_\_\_\_ **Fax:** \_\_\_\_\_





**Proposed Rate:**

**\*\*Prevailing Wage MUST be Paid. Certified payrolls must be submitted with all invoicing.**

**One (1) Man Crew:**

**Based on Monday thru Friday, non Holiday, Non Emergency**

Year 1: \_\_\_\_\_ Per Hour      Year 2: \_\_\_\_\_ Per Hour

Year 3: \_\_\_\_\_ Per Hour      Year 4: \_\_\_\_\_ Per Hour

Year 5: \_\_\_\_\_ Per Hour

**Weekend / Holiday Call In:**

Year 1: \_\_\_\_\_ Per Hour      Year 2: \_\_\_\_\_ Per Hour

Year 3: \_\_\_\_\_ Per Hour      Year 4: \_\_\_\_\_ Per Hour

Year 5: \_\_\_\_\_ Per Hour

**Emergency Call In:**

Year 1: \_\_\_\_\_ Per Hour      Year 2: \_\_\_\_\_ Per Hour

Year 3: \_\_\_\_\_ Per Hour      Year 4: \_\_\_\_\_ Per Hour

Year 5: \_\_\_\_\_ Per Hour

**Two (2) Man Crew:**

**Based on Monday thru Friday, non Holiday, Non Emergency**

Year 1: \_\_\_\_\_ Per Hour      Year 2: \_\_\_\_\_ Per Hour

Year 3: \_\_\_\_\_ Per Hour      Year 4: \_\_\_\_\_ Per Hour

Year 5: \_\_\_\_\_ Per Hour

**Weekend / Holiday Call In:**

Year 1: \_\_\_\_\_ Per Hour      Year 2: \_\_\_\_\_ Per Hour

Year 3: \_\_\_\_\_ Per Hour      Year 4: \_\_\_\_\_ Per Hour

Year 5: \_\_\_\_\_ Per Hour

**Emergency Call In:**

Year 1: \_\_\_\_\_ Per Hour      Year 2: \_\_\_\_\_ Per Hour

Year 3: \_\_\_\_\_ Per Hour      Year 4: \_\_\_\_\_ Per Hour

Year 5: \_\_\_\_\_ Per Hour

**VEHICLE DELIVERY OF PARTS**

**Hourly Rate for Use of Delivery Vehicle if requested by the Authority (if applicable):**

Year 1: \_\_\_\_\_ Per Hour      Year 2: \_\_\_\_\_ Per Hour

Year 3: \_\_\_\_\_ Per Hour      Year 4: \_\_\_\_\_ Per Hour

Year 5: \_\_\_\_\_ Per Hour

**Contact Information:**

Name of Contact Person: \_\_\_\_\_

Phone Number (s): (\_\_\_\_) \_\_\_\_\_

(\_\_\_\_) \_\_\_\_\_

Fax Number: (\_\_\_\_) \_\_\_\_\_

**EXHIBIT E: PREVAILING WAGE RATE SCHEDULE**

**EXHIBIT F: MOTOR VEHICLES OPERATING WITHING AOA RULES AND REGULATIONS**

**EXHIBIT G: VEHICLE YEARLY INSPECTION**

## **AGENDA ITEM NO. 11**

### **Authorization of Change Orders**

**AGENDA ITEM NO. 11.1**

**Change Order #1: Authorization to award  
Change Order #1 to Contract # 990-PARCS New  
Parking Access Revenue Control System to  
Amano McGann, Inc.**



AGENDA ITEM NO: 11.1  
MEETING DATE: October 7, 2019

ALBANY COUNTY AIRPORT AUTHORITY  
REQUEST FOR AUTHORIZATION

ACAA Approved  
10/07/2019

**DEPARTMENT:** *Engineering*

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

**PURPOSE OF REQUEST:**

Change Order #1: *Authorization to award Change Order #1 to Contract # 990-PARCS  
New Parking Access Revenue Control System to Amano McGann, Inc.*

**CONTRACT AMOUNT:**

Base Amount:	\$3,029,600.66
Change Order #1:	<u>38,433.06*</u>
Total:	\$3,068,033.72

*\*To be approved at this meeting.*

**BUDGET INFORMATION:**

Federal Airport Improvement Program

Anticipated in Current ALB Capital Plan : Yes J No \_\_\_ NA

Funding Account No.: CPN 2290

**FISCAL IMPACT – FUNDING**

Federal <u>N/A%*</u>	State <u>37%*</u>	Airport <u>63%*</u>	<b>*State – 87.2%</b>
Term of Funding: <u>2018-2020</u>			<b>*Airport – 12.8%</b>
Grant No.: <u>N/A</u>	STATE PIN: <u>1A00.97</u>		

**Corrected at the October 7, 2019  
Special Meeting from the  
September 16, 2019 meeting.**

**JUSTIFICATION:**

*Request for authorization of Change Order #1 for Contract 990-PARCS for New Parking Access Revenue Control System, to Amano McGann, Inc. of Roseville, MN in the amount of \$38,433.06 to address purchase of 18 Ea. LPR (License Plate Reader) pedestals to mount the equipment on. These pedestals were not in the original contract because the original plan was to mount them from above. Further discussions with the manufacturer showed that pedestal mounted LPRs are more reliable with less missed readings, which improves the accuracy of the entire system.*

**CHIEF EXECUTIVE OFFICER'S RECOMMENDATION:**

*Recommend approval.*

AGENDA ITEM NO: 11.1  
MEETING DATE: October 7, 2019

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


**PROCUREMENT DEPARTMENT APPROVAL:**

*Procurement complies with Authority Procurement Guidelines. YES  NO .*

**BACK-UP MATERIAL:**

*Please refer to attached Change Order backup information complied by Amano McGann, Inc.*

**Amano McGann**  
**Change Order Form**  
 Version September 4, 2019

Change Order ID#	Project ID	Project Name	Preparer Signature and Date
<b>ALB09042019</b>	<b>007-402TP007</b>	<b>Albany Airport PARCS</b>	<b>09/04/2019</b> 
Requestor Name: John LaClair  Date: 09/04/2019  Request Reference Document:		Contract change requested by: <input type="checkbox"/> Amano McGann <input checked="" type="checkbox"/> Albany Airport <input type="checkbox"/> Architect/Engineer <input type="checkbox"/> Construction Manager <input type="checkbox"/> Code Enforcement Official <input type="checkbox"/> Other:	
Change order description: Provide 18 LPR Pedestals for Cameras that were to be installed on Airport provided infrastructure.		Reason(s) for change order: Requested by customer  Supporting documentation provided:	
Time Extension Required: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No  Number of Days*: _____ Reason:  Supporting documentation attached:		Cost Change Required: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No  Amount* \$38,433.06 Reason: LPR Pedestals  Supporting documentation attached:	
Customer Approval:  Name/Date _____		Amano McGann Approval:  Name/Date _____	



*Amano McGann, Inc.*

2699 Patton Road,  
Roseville, MN 55113  
Phone: (470) 217-1124  
[www.amanomcgann.com](http://www.amanomcgann.com)

September 4, 2019

John LaClair  
Airport Engineer  
Albany County Airport Authority

**Subject: PARCS LPR Camera Pedestals**

Dear Mr. LaClair,

Amano McGann is submitting a change request to provide eighteen (18) LPR Pedestals. Below reflects the additional cost.

LPR Pedestal - \$2,135.17 each

Total - \$2,135.17 X 18 = \$38,433.06

We have also included the MSRP from the manufacturer for reference. Our price includes the pedestals' inclusion in our warranty, installation, and overhead. Please let me know if you have any questions or concerns regarding this submission. You may reach me at (312) 399-5174.

Sincerely,

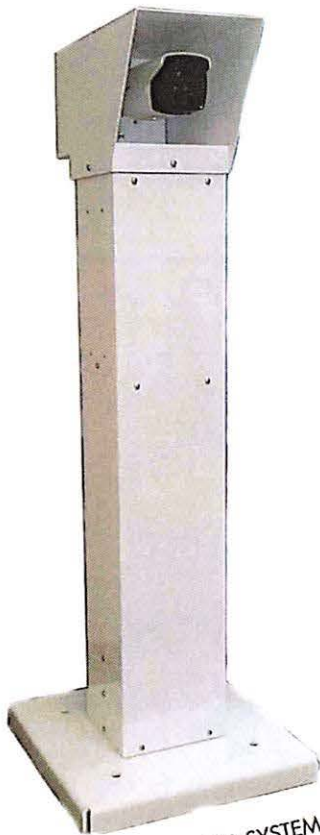
A handwritten signature in black ink that reads "Matt Librizzi".

Matt Librizzi  
Project Manager  
Amano McGann Inc.

## ALPR PEDESTAL SYSTEM

### INTEGRATED PLATFORM FOR DEPLOYMENT OF ALPR CAMERA TECHNOLOGIES

Mobile Pro Systems eases LPR setup and improves the data and quality of captured plates with this well engineered, integrated system that places cameras at the perfect height and angle for optimal recognition.



**APLR PEDESTAL SYSTEM**  
Automated License Plate  
Recognition Camera

#### KEY FEATURES

- **Flexible Design**  
Engineered for placement of LPR cameras where they are needed most
- **Extreme Stability**  
A sturdy housing for your LPR Technologies that is built to withstand the elements
- **All-in-one Configuration**  
Pre-configured with all the video, network and communications technologies already embedded for a **mount - power - use** scenario

#### NUMEROUS APPLICATIONS

- Law enforcement
- Military bases
- Government properties
- Corporate parking areas
- Retail shopping malls/areas
- Homeowner associations (HOAs)
- Agricultural and food processing sites

#### DIMENSIONS

- 12" deep x 10" wide x 57" tall
- Base is 20" x 20" x 2" tall

**\$ 2,064.00**

Mfr. Suggested List Price

**651-434-2333**

3150 Mike Collins Drive, Suite 200, Eagan, MN 55121

[www.mobileprosystems.com](http://www.mobileprosystems.com)



**AGENDA ITEM NO. 11.2**

**Change Order #1: Authorization to award  
Change Order #1 to Construction Contract 1010-  
GC Million Air Hangar Door Removal to Sam  
Greco Construction, Inc.**

AGENDA ITEM NO: 11.2  
MEETING DATE: October 7, 2019

ALBANY COUNTY AIRPORT AUTHORITY  
REQUEST FOR AUTHORIZATION

**DEPARTMENT:**

ACAA Approved  
10/07/2019

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

**PURPOSE OF REQUEST:**

Change Order #1: *Authorization to award Change Order #1 to Construction Contract 1010-GC Million Air Hangar Door Removal to Sam Greco Construction, Inc.*

**CONTRACT AMOUNT:**

Base Amount:	\$243,950.00
Change Order #1:	<u>\$43,000.00</u>
Total:	\$286,950.00

**BUDGET INFORMATION:**

Federal Airport Improvement Program  
Anticipated in Current ALB Capital Plan : Yes J No NA  
Funding Account No.: CPN 2272

**FISCAL IMPACT – FUNDING**

Federal N/A State N/A Airport 100% NA NA  
Term of Funding: 2018-2020  
Grant No.: N/A State PIN: N/A

**JUSTIFICATION:**

*Request for authorization of Change Order #1 for Contract 1010-GC Construction Contract 1010-GC Million Air Hangar Door Removal to Sam Greco Construction, Inc. for electrical work which was originally designed into the project but the work was omitted from the bid package. The work was done to expedite the door installation.*

**CHIEF EXECUTIVE OFFICER'S RECOMMENDATION:**

*Recommend approval.*

**FINAL AGREEMENT SUBJECT TO APPROVAL BY COUNSEL: YES J NA NA**

**PROCUREMENT DEPARTMENT APPROVAL:**

*Procurement complies with Authority Procurement Guidelines and Chief Financial Officer has approved. YES J NO NA.*

AGENDA ITEM NO: 11.2  
MEETING DATE: October 7, 2019

**BACK-UP MATERIAL:**

*Please refer to attached Change Order backup information compiled by Ryan Biggs Clark Davis Engineers.*





**CHANGE ORDER - 01**

**TO:** Mr. John LaClair  
 Albany County Airport Authority  
 Administrative Building, Suite 220  
 Albany, New York 12211

**Date of Issuance:** 09/10/2019

**Owner:** Albany County Airport Authority

**Contractor:** Sam Greco Construction, Inc

**PROJECT:** Millionair Hangar Door  
 Replacement

**Change order number:** 01

**Reason for Change:** As Noted Below

**You are directed to make the following changes in this contract:**

*Add the following:*

Change order for the electrical work shown on Drawing E0.0 which was not included in the Bid Package.

The terms and conditions of the original signed agreement dated April 8th, 2019 between Sam Greco Construction, Inc and Albany County Airport Authority shall govern this work.

The original contract sum was:	\$243,950.00
Net amount of previous change orders:	<u>\$0,000.00</u>
Total original contract amount plus or minus net change orders:	<u>\$ 243,950.00</u>
Total amount of this change order:	<u>\$ 43,000.00</u>
The new contract amount including this change order will be:	<u>\$286,950.00</u>
The contract time will be changed by the following number of days:	<u>(0) Days</u>
Contract times including this change order will be:	<u>( 0 ) D</u>
Substantial Completion	<u>I</u>
Ready for Final Payment	<u>06/30/2019</u>
	<u>09/10/2019</u>

**Contractor:**  
 Sam Greco Construction, Inc

**Owner:**  
 Albany County Airport Authority

Signature  Date 9/10/19

Signature \_\_\_\_\_ Date \_\_\_\_\_



**AGENDA ITEM NO. 11.3**

**Change Order #1: Authorization to award  
Change Order #1 to Construction Contract 1003-  
GC Building 211 CommutAir Alterations to  
Rosch Brothers, Inc.**

AGENDA ITEM NO: 11.3  
MEETING DATE: October 7, 2019

ALBANY COUNTY AIRPORT AUTHORITY  
REQUEST FOR AUTHORIZATION

ACAA Approved  
10/07/2019

**DEPARTMENT:**

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

**PURPOSE OF REQUEST:**

Change Order #1: *Authorization to award Change Order #1 to Construction Contract 1003-GC Building 211 CommutAir Alterations to Rosch Brothers, Inc.*

**CONTRACT AMOUNT:**

Base Amount:	\$345,800.00
Change Order #1:	<u>187,179.45*</u>
Total:	\$532,979.45

*\*Pending approval at this meeting.*

**BUDGET INFORMATION:**

Federal Airport Improvement Program  
Anticipated in Current ALB Capital Plan: Yes ✓ No     NA  
Funding Account No.: CPN 2272

**FISCAL IMPACT – FUNDING**

Federal    N/A    State    N/A    Airport 100% NA      
Term of Funding: 2018-2020  
Grant No.: N/A State PIN: N/A

**JUSTIFICATION:**

*Request for authorization of Change Order #1 for Construction Contract 1003-GC Building 211 CommutAir Alterations to Rosch Brothers, Inc. for additional work was requested by the tenant to maintain their operations and safe guard their personnel and parts inventory. The additional work includes installation of a sprinkler system, epoxy paint coating of the floors, additional HVAC work to reduce moisture in the parts storage area and repairs to walls, floors, plumbing, electrical and alarm systems that were found to be deteriorated or nonfunctioning (due to the age of the building) during the course of the planned project work.*

*The advancement of the additional work was necessary to maintain current building standards as determined by the Airport.*

AGENDA ITEM NO: 11.3  
MEETING DATE: October 7, 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 Change Order backup information compiled by Bergmann Associates.*



# AIA Document G701™ – 2017

## Change Order

**PROJECT:** (Name and address)  
CommutAir Alterations at  
the Albany International Airport

**CONTRACT INFORMATION:**  
Contract For: General Construction  
Date: March 18, 2019

**CHANGE ORDER INFORMATION:**  
Change Order Number: 001  
Date: August 12, 2019

**OWNER:** (Name and address)  
Albany County Airport Authority  
Albany International Airport  
Albany, New York 12211

**ARCHITECT:** (Name and address)  
Bergmann Architects Engineers  
Planners  
2 Winners Circle, Suite 102  
Albany, New York 12205

**CONTRACTOR:** (Name and address)  
Rosch Brothers, Inc.  
424 Old Niskayuna Rd.  
Latham, New York 12110

### THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

#### Per attached Proposal Nos:

- 1 - Remove Various Items & Salvage Chain Link Fence - \$3,904.45
- 2 - Replace FRP in Toilet Rooms and Replace Drywall beneath the FRP - \$7,981.00
- 3 - Epoxy Floor in Lieu of Vinyl Tile - \$6,480.00
- 4 - Replace Deteriorated Electrical Conduit - \$1,820.00
- 5 - Replace RTU-2 with Gas Fired RTU - \$2,751.00
- 6 - Drawing and Scope Changes - \$61,227.00
- 7 - Fire Protection Sprinkler System - \$74,560.00
- 8 - Additional Fire Alarm Work - \$6,375.00
- 9 - Replace Deteriorated Drain Lines - \$5,436.00
- 10 - Provide Anti-Slip Coating - \$16,645.00

The original Contract Sum was	\$	345,800.00
The net change by previously authorized Change Orders	\$	0.00
The Contract Sum prior to this Change Order was	\$	345,800.00
The Contract Sum will be increased by this Change Order in the amount of	\$	187,179.45
The new Contract Sum including this Change Order will be	\$	532,979.45

The Contract Time will be increased by Zero (0) days.  
The new date of Substantial Completion will be unchanged

**NOTE:** This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

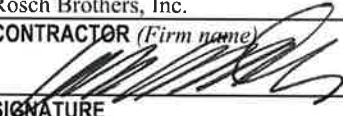
### NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

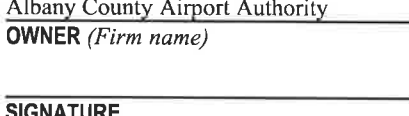
Bergmann Architects Engineers Planners  
**ARCHITECT** (Firm name)

Rosch Brothers, Inc.

Albany County Airport Authority

  
**SIGNATURE**

  
**CONTRACTOR** (Firm name)

  
**OWNER** (Firm name)

Amy Signor, Project Manager-Architect

William Rosch, Vice President

**SIGNATURE**

August 13, 2019

August 12, 2019

**PRINTED NAME AND TITLE**

**DATE**

**DATE**

**DATE**



424 Old Niskayuna Road  
Latham, New York 12110

Telephone (518) 785-4100  
Fax (518) 785-4660

build@roschbrothers.com  
www.roschbrothers.com

May 13, 2019

Albany Airport Authority  
Attn: John LeClair  
Administration Building  
737 Shaker Road  
Albany, NY 12211

Re: Commutair  
Albany Airport  
RBI # 19-010

**Proposal 01  
Remove Miscellaneous Extra Items**

Dear John,

We propose to provide all materials, equipment, and labor necessary to remove the following items on a time and material as directed in the field by Kevin Hehir of the Airport. We salvaged the chain link fence components removed from the storage area as requested. **The amount is \$3,904.00.** Our breakdown is shown below and attached.

**Proposal 01 – Remove Various Items and Salvage Chain Link Fence Including:**

- Wood shelving left by the tenant (two areas)
- One overhead door and two door tracks
- Chain link fence (and salvage)
- Cut battery room partition, and ceiling for installation of fire wall
- Remove compressed air lines

**Rosch Brothers – Work order #0985 dated 4-22-19 attached.....\$3,003.61**

**Rosch Brothers – Work order #1100 dated 5-3-19 attached..... 900.84.**

**Proposal 01 – Total .....\$3,904.45**

If you have any questions, please call.

Sincerely,  
William Rosch

Rosch Brothers, Inc.  
518-573-8265

# ROSCH BROTHERS, INC.

424 Old Niskayuna Rd.  
Latham, NY 12110  
(518) 785-4100  
Fax (518) 785-4660

# WORK ORDER

No: 0985

Customer Commot Air

JOB NUMBER <u>19-010</u>	TODAY'S DATE <u>4-22-19</u>
COST CODE	
<input type="checkbox"/> TIME & MATERIAL <input checked="" type="checkbox"/> EXTRA	
PROJECT <u>Commot Air Alterations</u>	
JOB LOCATION	
SUPERINTENDENT <u>Frank</u>	STARTING OR ORDER DATE <u>4-16 - 4-19</u>

DATE	LABOR	HRS.	RATE	AMOUNT	DESCRIPTION OF TODAY'S WORK
4-16	2 Carpenters	4 HRS	2 EA 36	144 -	Demo Shelving (Lg room)
4-16	2 Carpenters	8 HRS	4 EA 36	288 -	Demo old garage doors and Truss
4-17	2 Carpenters	4 HRS	2 EA 36	144 -	A Fencing Removal
4-17	2 Carpenters	2 HRS	1 EA 36	72 -	Demo Shelving (garage side)
4-19	2 Carpenter	8 HRS	4 EA 36	288 -	Partial Demo Bath room. Floor assembly
4-19	1 carpenter	2 HRS	2 34	68 -	Removal of the lines.
					SUBCONTRACTORS
					AMOUNT
					LABOR TOTAL <u>1046 -</u>
					SUBCONTRACTORS TOTAL
					SUMMARY
					LABOR <u>1046 -</u>
					LABOR BURDEN <u>94%</u> <u>983 24</u>
					TOTAL EQUIPMENT <u>445 -</u>
					TOTAL MATERIAL
					SUBTOTAL <u>2474 24</u>
					OVERHEAD <u>10%</u> <u>247 42</u>
					SUBTOTAL <u>2721 46</u>
					PROFIT <u>10%</u> <u>272 15</u>
					SUBTOTAL <u>3003 61</u>
					SUBCONTRACTORS
					OVERHEAD & PROFIT SUBS %
					SUBTOTAL <u>3003 61</u>
					TAX <u>-</u>
					TOTAL <u>3003 61</u>

DATE COMPLETED:

Work Ordered by: ERIC HODGINS  
(PRINT NAME)

Signature [Signature]

I hereby acknowledge the satisfactory completion of the above described work.

Thank You







424 Old Niskayuna Road  
Latham, New York 12110

Telephone (518) 785-4100  
Fax (518) 785-4660

build@roschbrothers.com  
www.roschbrothers.com

May 1, 2019

Albany Airport  
Attn: John LaClair  
Administration Building  
Albany, NY 12211

Re: Commutair  
Albany Airport  
Albany, NY  
RBI # 19-010

**Replace FRP In Toilet Rooms  
Proposal 02**

Dear John

We propose to provide all material, equipment, and labor necessary to complete the removal and replacement of the FRP at the toilet rooms as discussed with Kevin Hehir, of the Airport. We also included a separate price to replace the drywall with moisture resistant drywall, which is presumed to be the substrate under the existing FRP. We propose standard white FRP with trims.

**Proposal 02 – Replace FRP In Toilet Rooms:**

Rosch Brothers – see attached spreadsheet.....\$4,157.00

**Proposal 02 - Total.....\$4,157.00**

**If Drywall beneath the FRP also needs to be replaced please add for.....\$3,824.00**

If you have any questions, please call.

Sincerely,  
William Rosch

Rosch Brothers, Inc.  
518-573-8265

\$7,981.00

**BOTH TASKS  
HAVE BEEN  
DONE**



**General Contractors**  
**Job Estimate Summary**

**PROPOSAL 02**

Estimator: WR Est #: 19-010  
 Checker: SR Date: 5/1/2019  
 Architect: \_\_\_\_\_ N/A

Project: Commutair Contact: John LaClair  
 Address: 85 Sicker Road Title: Operations Manager  
 City, State: Latham, NY 12110 Phone #: 518-378-5959  
 Email: jlaclair@albanyairport.com

<b>02 Replace FRP In Toilet Room</b>	<b>Replace Drywall</b>
--------------------------------------	------------------------

Total Material	\$ 1,048	\$ 442
Total Equipment	\$ -	\$ -
Total M&E	\$ 1,048	\$ 442
Total Labor (Gross Wages)	\$ 1,196	\$ 1,384
Labor Burden	84% \$ 1,005	84% \$ 1,163
	\$ 2,201	\$ 2,547
General Conditions	\$ -	\$ -
<b>Total RBI Costs</b>	<b>\$ 3,249</b>	<b>\$ 2,988</b>
Subcontractor Cost	\$ -	\$ -
Sub Insurance	0.00% \$ -	0.00% \$ -
<b>Total Direct Cost</b>	<b>\$ 3,249</b>	<b>\$ 2,988</b>
Overhead	10% \$ 325	10% \$ 299
Sales Tax	0% \$ -	\$ -
<b>Total Job Cost</b>	<b>\$ 3,574</b>	<b>\$ 3,287</b>
Bond	3.25% \$ 116	3.25% \$ 107
Limits Insurance	2.50% \$ 89	2.50% \$ 82
<b>Total Before Profit &amp; Adjustments</b>	<b>\$ 3,779</b>	<b>\$ 3,476</b>
Job Profit	10% 378	10.00% 348
Allowance	0	0
Adjustments	0	0
<b>Total</b>	<b>\$ 4,157</b>	<b>\$ 3,824</b>
Price Quoted	\$ 4,157	\$ 3,824.00







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Latham, New York 12110

Telephone (518) 785-4100  
Fax (518) 785-4660

build@roschbrothers.com  
www.roschbrothers.com

May 14, 2019  
REVISED

Albany Airport  
Attn: John LaClair  
Administration Building  
Albany, NY 12211

Re: Commutair  
Albany Airport  
Albany, NY  
RBI # 19-010

**Epoxy Floor In Lieu Of Vinyl Tile  
Proposal 03  
REVISED**

Dear John

We have revised Our proposal to provide an epoxy floor (see attached specification sheet) In lieu of the vinyl tiles in all areas scheduled. The floor prep will be the same as originally called for – we have submitted the floor prep material as a substitute for that called for in Addendum 1. We feel this epoxy flooring product will provide a better performance than the finishes scheduled. **The revised amount is \$6,480.00**

**Proposal 03 REVISED – Epoxy Floor In lieu of Vinyl Tile:**

Rosch Brothers – see attached spreadsheet.....\$6,480.00

**Proposal 03 – Revised Total.....\$6,480.00**

If you have any questions, please call.

Sincerely,  
William Rosch

Rosch Brothers, Inc.  
518-573-8265



**PROPOSAL 03**

Estimator: WR  
 Checker: SR

Est #: 19-010  
 Date: 5/14/2019

**Job Estimate Summary**

Architect: N/A

**REVISED**

Project: Commutair Contact: John LaClair  
 Address: 85 Sicker Road Title: Operations Manager  
 City, State: Latham, NY 12110 Phone #: 518-378-5959  
 Email: jlaclair@albanyairport.com

**03 Epoxy Floors In Lieu of Vinyl Tile**

Total Material	\$	25				
Total Equipment	\$	-		\$	-	
Total M&E			\$	25	\$	-
Total Labor (Gross Wages)	\$	232				
Labor Burden	84%	\$	195	84%	\$	-
			\$	427	\$	-
General Conditions	\$	-				
<b>Total RBI Costs</b>	\$	<b>452</b>			\$	<b>-</b>
Subcontractor Cost	\$	4,612				
Sub Insurance	0.00%	\$	-	\$	4,612	0.00%
			\$	5,064	\$	-
<b>Total Direct Cost</b>	\$	<b>5,064</b>			\$	<b>-</b>
Overhead	10%	\$	506	10%	\$	-
Sales Tax	0%	\$	-		\$	-
<b>Total Job Cost</b>	\$	<b>5,570</b>			\$	<b>-</b>
Bond	3.25%	\$	181	3.25%	\$	-
Limits Insurance	2.50%	\$	139	2.50%	\$	-
<b>Total Before Profit &amp; Adjustments</b>	\$	<b>5,891</b>			\$	<b>-</b>
Job Profit	10%		589	10.00%		0
Allowance			0			0
Adjustments						0
<b>Total</b>	\$	<b>6,480</b>			\$	<b>-</b>
Price Quoted	\$	6,480				





# FLOORING Environment

200 Fillpoint Drive  
Mechanicville, NY 12118  
Ph: 518.383.5510 Fax:518.383.4740  
Woman-Owned Business Enterprise

# Proposal

Attn: **BILL ROSCH**

From: JACQUELINE B WHEELER

Estimator:

Admin:

Revision #:

Date: 2/20/2019

Bid Due Date: 2/20/2019

Plan Date:

Addendum :

## To

ROSCH BROS.  
424 OLD NISKAYUNA ROAD  
LATHAM, NY 12110  
Phone: (518) 785-4100-  
Fax: (518) 785-4660-

## Project

COMMUTAIR --ALBANY AIRPORT  
ALBANY, NY

### PROPOSAL TO FURNISH AND INSTALL VCT, LVT, AND RUBBER BASE PER PLANS AND SPECS.

	Manufacturer Style	Color Name Color Number
1	VCT-1 SUPPLIED AND INSTALLED - FURNISH AND INSTALL LVT INCLUDES SANDING AND SKIM COATING FLOOR. ARMSTRONG WORLD INDUSTRIES, INC. STANDARD EXCELON VCT 12 X12 X1/8	TBD
2	FURNISH AND INSTALL - FURNISH AND INSTALL ROPPE NORTHERN TIMBERS 28 MIL LVT. INCLUDES SANDING FLOOR AND 2 SKIM COATING. ROPPE® CORPORATION NORTHERN TIMBERS 4" X 36" PLANKS (35.95 SF/BX)	TBD
3	FURNISH AND INSTALL - FURNISH AND INSTALL 4 INCH THERMOSET RUBBER BASE COILS. JOHNSONITE® 4" RUBBER COVE BASE (DC) (4" X 1/8" X 120' COILS)	TBD \$2,000.00

**SUB-TOTAL THESE LINE ITEMS \$20,113.00**

**TAX \$1,609.04**

**TOTAL (SALES TAX ADDED THESE LINE ITEMS) \$21,722.04**

### EXCLUSIONS:

DEMO OF ANY OLD FLOORING (PROPOSAL INCLUDES SANDING OF EPOXY PAINT)  
FURNITURE MOVING  
MOISTURE MITIGATION  
STAIR TREADS  
CERAMIC

- Unless specifically included in this proposal: excludes floor preparation, leveling or repair; removal of existing flooring or adhesive; buffing, waxing or floor protection, moving or lifting furniture. Excludes labor premiums for evening or weekend work. Flooring Environment is not responsible for any claims that might result from product delivery date changes beyond their control. This proposal is valid for forty-five (45) days. Full payment is due ten (10) days from receipt of invoice unless otherwise specified.  
**WARRANTY DOES NOT INCLUDE ANY MOISTURE RELATED SUBFLOOR FAILURES**

Flooring Environment

ROSCH BROS.

Signed:

Signed:

JACQUELINE B WHEELER

Proposal Total: \$21,722.04

Proposed Installation Start Date:





424 Old Niskayuna Road  
Latham, New York 12110

Telephone (518) 785-4100  
Fax (518) 785-4660

build@roschbrothers.com  
www.roschbrothers.com

May 14, 2019

Albany Airport  
Attn: John LaClair  
Administration Building  
Albany, NY 12211

Re: Commutair  
Albany Airport  
Albany, NY  
RBI # 19--010

**Replace Deteriorated Electrical Conduit  
Proposal 04**

Dear John

We propose to replace the deteriorated electrical conduit feeder to the existing RTU. We have attached a photo of the existing feeder. **The amount is \$1,820.00**

**Proposal 04 – Replace Deteriorated Electrical Conduit:**

Rosch Brothers – see attached spreadsheet.....\$1,820.00

**Proposal 04 – Revised Total.....\$1,820.00**

If you have any questions, please call.

Sincerely,  
William Rosch

Rosch Brothers, Inc.  
518-573-8265



**PROPOSAL 04**

Estimator: WR  
 Checker: SR  
 Architect: \_\_\_\_\_

Est #: 19-010  
 Date: 5/14/2019  
 N/A

**Job Estimate Summary**

Project: Commutair Contact: John LaClair  
 Address: 85 Sicker Road Title: Operations Manager  
 City, State: Latham, NY 12110 Phone #: 518-378-5959  
 Email: jlaclair@albanyairport.com

**04 Replace Deteriorated Elec Conduit**

Total Material	\$	100				
Total Equipment	\$	-		\$	-	
Total M&E			\$	100	\$	-
Total Labor (Gross Wages)	\$	268				
Labor Burden	84%	\$	225	84%	\$	-
			\$	493	\$	-
General Conditions			\$	-		
<b>Total RBI Costs</b>			\$	593	\$	-
Subcontractor Cost	\$	829				
Sub Insurance	0.00%	\$	-	\$	829	0.00%
<b>Total Direct Cost</b>			\$	1,422	\$	-
Overhead	10%	\$	142	10%	\$	-
Sales Tax	0%	\$	-		\$	-
<b>Total Job Cost</b>			\$	1,565	\$	-
Bond	3.25%	\$	51	3.25%	\$	-
Limits Insurance	2.50%	\$	39	2.50%	\$	-
<b>Total Before Profit &amp; Adjustments</b>			\$	1,655	\$	-
Job Profit	10%		165	10.00%		0
Allowance			0			0
Adjustments						0
<b>Total</b>			\$	1,820	\$	-
Price Quoted			\$	1,820		





630 7th Avenue, Troy, N.Y. 12162  
Voice: (516) 800-1118  
Fax: (516) 286-2639  
e-mail: [sgallagher@lacorte.com](mailto:sgallagher@lacorte.com)

**CHANGE ORDER TRANSMITTAL**

TO: Rosch Bros. Inc.

DATE: 5/9/2019

ATTN: Bill Rosch

FROM: Sean Gallagher PROJECT MANAGER

PROJECT: COMMUTAIR

LOCATION: Commutair Albany Airport DLD. 211

CHANGE PROPOSAL #: # 1 ( X ) Solicited Proposal ( ) Unsolicited

DESCRIPTION OF WORK :  
Refeed existing RTU.

TOTAL PROPOSED MATERIAL & LABOR W / OH&P ( X ) ADD \_\_\_\_\_

TOTAL CHANGE: \$829.29 ( ) DEDUCT \_\_\_\_\_

( ) TAX EXCLUDED

ESTIMATE OF COST : ( X ) ATTACHED. ( ) NOT ATTACHED

Prior to starting any portion of this proposed change order, written confirmation of acceptance of this cost must be received from your office. Should you have any questions regarding the above, please do not hesitate to contact me.

Very truly yours,  
LaCorte COMPANIES INC.  
  
Sean Gallagher  
PROJECT MANAGER  
[sgallagher@lacorte.com](mailto:sgallagher@lacorte.com)

LACORTE COMPANIES

Cost Summary Sheet

Date

6/9/2019

Estimate sheet summary	Materials	Labor hours	
Page 1	\$162.55	6.79	
	\$0.00		
<b>Subtotal</b>	<b>\$162.55</b>	<b>6.79</b>	<b>0.00</b>
Direct Job expenses			
		\$0.00	
		\$0.00	
		\$0.00	
		\$0.00	
<b>Subtotal</b>		<b>\$0.00</b>	
Subcontract quotes			
		\$0.00	
<b>Total Sub quotes</b>		<b>\$0.00</b>	
LABOR	Straight Time		
Labor rate electrician		\$38.50	
Supplemental benefits			
Flat rate		\$27.25	
Payroll Taxes and Insurances			
F.I.C.A.	7.85%		
Fed Unemployment	0.80%		
State Unemployment	9.50%		
W.C.	9.02%		
Misc. Insurance	4.80%		
Disablity	4.59%		
(Ilability, Auto, Property)	36.36%	\$14.00	
		\$79.75	
Total Estimated Hours	6.79	\$79.75	\$541.49
Foreman	5%	0.34	\$27.07
<b>Subtotal</b>			<b>\$568.57</b>
Summary			
Labor Subtotal			\$568.57
Material Subtotal			\$152.55
Tax on materials	0%		\$0.00
Subtotal			\$721.12
Mark up	15%		\$108.17
<b>total cost</b>			<b>\$829.29</b>

ESTIMATE SHEET

JOB NAME		COMMUTAIR	LAGORTE			Page 3	
LOCATION:							
JOB DESCRIPTION:		Estimate Page 4					
	DESCRIPTION	QUANTITY	MATERIAL PRICE/UNIT	MATERIAL EXT.	LABOR	LABOR EXT.	LABOR 1-1/2 HRS/UNIT
1	3/4" EMT	50.00	0.78	\$39.00	0.08	2.500	
2	3/4" EMT CONNECTORS	2.00	2.00	\$4.18	0.3	0.600	
3	3/4" EMT COUPLING	5.00	2.53	\$12.65	0.14	0.700	
4	3/4" ONE HOLE STRAPS	12.00	0.26	\$3.12	0.04	0.480	
5	3/4" RIGID CONDUIT	10.00	2.07	\$20.70	0.06	0.600	
6	3/4" SEALTIGHT	3.00	2.10	\$6.30	0.05	0.150	
7	3/4" SEALTIGHT CONNECTOR	2.00	5.80	\$11.60	0.18	0.360	
8	# 10 THHN	200.00	0.23	\$46.00	0.007	1.400	
9		0.00	0.00	\$0.00		0.000	
10		0.00	0.00	\$0.00		0.000	
11		0.00	0.00	\$0.00		0.000	
12		0.00	0.00	\$0.00		0.000	
13		0.00	0.00	\$0.00		0.000	
14		0.00	0.00	\$0.00		0.000	
15		0.00	0.00	\$0.00		0.000	
16		0.00	0.00	\$0.00		0.000	
17		0.00		\$0.00		0.000	
18		0.00		\$0.00		0.000	
19		0.00		\$0.00		0.000	
20		0.00		\$0.00		0.000	
21		0.00		\$0.00		0.000	
22		0.00		\$0.00		0.000	
23		0.00		\$0.00		0.000	
24		0.00		\$0.00		0.000	
25		0.00		\$0.00		0.000	
26		0.00		\$0.00		0.000	
27		0.00		\$0.00		0.000	
28		0.00		\$0.00		0.000	
29		0.00		\$0.00		0.000	
30		0.00				0.000	
<b>TOTAL COSTS:</b>				\$152.55		6.790	







424 Old Niskayuna Road  
Latham, New York 12110

Telephone (518) 785-4100  
Fax (518) 785-4660

build@roschbrothers.com  
www.roschbrothers.com

May 22, 2019

Albany Airport  
Attn: John LaClair  
Administration Building  
Albany, NY 12211

Re: Commutair  
Albany Airport  
Albany, NY  
RBI # 19--010

**Replace RTU-2 With Gas Fired Unit  
Proposal 05**

Dear John

We propose to provide all labor, material, and equipment to change RTU-2 to a gas fired unit in lieu of the electric one specified. The proposal includes adding a short run of gas piping and the upgrade of the unit. **The amount is \$2,751.00**

**Proposal 05 – Replace RTU-2 With Gas Fired RTU:**

Rosch Brothers – 3 hrs supervision & badge safety at \$85.00/hr .....	\$ 255.00
BPI Mechanical .....	1,710.00
10% Overhead & 10% Profit.....	393.00

**Proposal 05 – Total.....\$2,751.00**

If you have any questions, please call.

Sincerely,  
William Rosch

Rosch Brothers, Inc.  
518-573-8265

**Bill Rosch - Rosch Brothers Inc.**

---

**From:** Dan Keating <dank@bpimechanicalservice.com>  
**Sent:** Thursday, May 16, 2019 7:32 AM  
**To:** Bill Rosch - Rosch Brothers Inc.  
**Subject:** RTU 2 @ Commutair

To change from electric heat to gas will be an add of \$1,710 complete

Dan Keating  
BPI Mechanical Service  
(518) 326-8450 P  
(518) 362-6414 C  
(518) 326-8435 F





424 Old Niskayuna Road  
Latham, New York 12110

Telephone (518) 785-4100  
Fax (518) 785-4660

build@roschbrothers.com  
www.roschbrothers.com

June 6, 2019

Albany Airport  
Attn: John LaClair  
Administration Building  
Albany, NY 12211

Re: Commutair  
Albany Airport  
Albany, NY  
RBI # 19-010

**Drawing & Scope Changes  
Proposal 06**

Dear John,

We propose to provide all labor, material, and equipment necessary to complete all work shown on drawings Data/Commutair Cable Sketch, (not dated) AD100A, A101A, ED101A, E101A, E201A, E701 and memo to John LaClair, all dated May 8, 2019, received via email on May 29, 2019. These include work in offices not originally scheduled to be renovated, including the new fire protection sprinkler room. **The amount is \$61,227.00.** Our breakdown of costs and subcontractor/ vendor proposals are attached for your review, as well as that of the Architect's. This work also specifically includes:

- Full time Rosch supervision during any work added
- Badged Rosch individual as required on site
- A 2 ½" furred out partition behind the break cabinets (full height) to accommodate plumbing supply and pumped waste (NOT SHOWN)
- Sprinkler room door, frame and hardware shown, but not called out
- Removal of epoxy floor coating necessary to provide new epoxy
- Epoxy floor prep as previously approved
- Epoxy flooring also as as previously approved in lieu of vinyl tile shown on changed documents
- Vinyl base in all areas
- Compressed air line and flex outlets requested
- New ceiling HVAC diffusers as shown
- All electrical changes shown

**Proposal 06 – Drawing & Scope Changes:**

Rosch Brothers – see attached spreadsheet.....\$61,227.00

**Proposal 06 – Total.....\$61,227.00**



424 Old Niskayuna Road  
Latham, New York 12110

Telephone (518) 785-4100  
Fax (518) 785-4660

build@roschbrothers.com  
www.roschbrothers.com

**We exclude:**

- Engineering
- Rated drywall partitions
- Fire protection sprinkler work
- Any work in IT room
- Work not listed above or mentioned on revised documents

If you have any questions, please call.

Sincerely,  
William Rosch

A handwritten signature in black ink, appearing to read "William Rosch", is written over the printed name.

Rosch Brothers, Inc.  
518-573-8265



**General Contractors**  
**Job Estimate Summary**

**PROPOSAL 06**

Estimator:	WR	Est #:	19-010
Checker:	SR	Date:	5/31/2019
Architect:			N/A

Project:	Commutair	Contact:	John LaClair
Address:	85 Sicker Road	Title:	Operations Manager
City, State:	Latham, NY 12110	Phone #	518-378-5959
		Email:	ilaclair@albanyairport.com

**06 Drawing & Scope Changes**

Total Material	\$ 3,695			
Total Equipment	\$ -		\$ -	
Total M&E		\$ 3,695		\$ -
Total Labor (Gross Wages)	\$ 7,086			
Labor Burden	94% \$ 6,661		84% \$ -	
		\$ 13,747		\$ -
General Conditions		\$ -		
<b>Total RBI Costs</b>		<b>\$ 17,441</b>		<b>\$ -</b>
Subcontractor Cost	\$ 30,408			
Sub Insurance	0.00% \$ -	\$ 30,408	0.00%	
<b>Total Direct Cost</b>		<b>\$ 47,849</b>		<b>\$ -</b>
Overhead	10% \$ 4,785		10% \$ -	
Sales Tax	0% \$ -		\$ -	
<b>Total Job Cost</b>		<b>\$ 52,634</b>		<b>\$ -</b>
Bond	3.25% \$ 1,711		3.25% \$ -	
Limits Insurance	2.50% \$ 1,316		2.50% \$ -	
<b>Total Before Profit &amp; Adjustments</b>		<b>\$ 55,661</b>		<b>\$ -</b>
Job Profit	10%	5,566	10.00%	0
Allowance		0		0
Adjustments				0
<b>Total</b>		<b>\$ 61,227</b>		<b>\$ -</b>
Price Quoted		\$ 61,227		

## RECAPITULATION

PROJECT:	Commutair	EST #:	19-010
LOCATION:	85 Sicker Road	SHEET #	Page 1
ARCHITECT:	N/A	DATE	5/31/2019
CATEGORY:	06 Drawing & Scope Changes	Estimator:	WR
		CHECKED BY:	SR

Cost Code	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL ESTIMATED MATERIAL COST	UNIT PRICE	TOTAL ESTIMATED LABOR COST
Estimating		0	HR	\$0.00	\$0.00	\$40.00	\$0.00
Layout		4	HR	\$0.00	\$0.00	\$40.00	\$160.00
Full Time Supervision		40	HR	\$0.00	\$0.00	\$40.00	\$1,600.00
Security Babysitting		4	HR	\$0.00	\$0.00	\$38.00	\$152.00
Trucking		8	HR	\$25.00	\$200.00	\$36.00	\$288.00
Clean Up		8	HR	\$0.00	\$0.00	\$36.00	\$288.00
Dumpster		1	LS	\$250.00	\$250.00	\$0.00	\$0.00
<b>REMOVALS:</b>							
5. Remove Carpet & Adhesive		945	SF	\$0.00	\$0.00	\$0.00	\$0.00
Labor		32	HR	\$0.00	\$0.00	\$38.00	\$1,216.00
7. Remove Vinyl Base		400	LF	\$0.00	\$0.00	\$0.00	\$0.00
Labor		4	HR	\$0.00	\$0.00	\$38.00	\$152.00
8. Remove Acoustic Ceiling		1020	SF	\$0.00	\$0.00	\$0.00	\$0.00
Labor		16	HR	\$0.00	\$0.00	\$38.00	\$608.00
<b>PARTITIONS:</b>							
3 5/8" 20 Ga. Track	40 LF	80	LF	\$0.50	\$40.00	\$0.00	\$0.00
Stud		768	LF	\$0.55	\$422.40	\$0.00	\$0.00
Labor		8	HR	\$0.00	\$0.00	\$38.00	\$304.00
5/*" GWB		768	SF	\$0.35	\$268.80	\$0.00	\$0.00
Labor		8	HR	\$0.00	\$0.00	\$38.00	\$304.00
Taping		768	SF	\$0.25	\$192.00	\$0.00	\$0.00
Labor		16	HR	\$0.00	\$0.00	\$38.00	\$608.00
<b>ACOUSTIC CEILINGS:</b>							
12' Wall Angle		144	LF	\$0.45	\$64.80	\$0.00	\$0.00
12' Main Tee		144	LF	\$0.65	\$93.60	\$0.00	\$0.00
4' Cross Tee		280	LF	\$0.65	\$182.00	\$0.00	\$0.00
2' Cross Tee		140	LF	\$0.65	\$91.00	\$0.00	\$0.00
Labor		16	HR	\$0.00	\$0.00	\$38.00	\$608.00
<b>Page 1 Totals</b>					<b>\$1,804.60</b>		<b>\$6,288.00</b>



## RECAPITULATION

PROJECT:	Commutair	EST #:	19-010
LOCATION:	85 Sicker Road	SHEET #	Page 1
ARCHITECT:	N/A	DATE	5/31/2019
CATEGORY:	06 Drawing & Scope Changes	Estimator:	WR
		CHECKED BY:	SR

Cost Code	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL ESTIMATED MATERIAL COST	UNIT PRICE	TOTAL ESTIMATED LABOR COST
	2 x 2 Acoustic Ceiling Tile	1080	SF	\$1.75	\$1,890.00	\$0.00	\$0.00
	Labor	16	HR	\$0.00	\$0.00	\$38.00	\$608.00
	Hollow Metal Frame	1	EA	\$0.00	\$0.00	\$0.00	\$0.00
	Labor	2	HR	\$0.00	\$0.00	\$38.00	\$76.00
	Hollow Metal Door	1	EA	\$0.00	\$0.00	\$0.00	\$0.00
	Labor	3	HR	\$0.00	\$0.00	\$38.00	\$114.00
					\$0.00		\$0.00
	<b>Page 2 Toatals</b>				<b>\$1,890.00</b>		<b>\$798.00</b>
	<b>Page 1 Totals</b>				<b>\$1,804.60</b>		<b>\$6,288.00</b>
	<b>Proposal 06 Material &amp; Labor Totals</b>				<b>\$3,694.60</b>		<b>\$7,086.00</b>
	<b>SUBCONTRACTORS:</b>						
	<b>Frame, Door &amp; Hardware</b>			Kamco Supply	\$1,125.00		\$1,125.00
	<b>Floor Prep (Includes Epoxy Floors)</b>			TEC Protective Coatings	\$5,981.00		\$5,981.00
	<b>Epoxy Floors</b>			TEC Protective Coatings	\$0.00		\$0.00
	<b>Vinyl Base</b>			Flooring Environment	\$2,264.00		\$2,264.00
	<b>Painting</b>			TEC Protective Coatings	\$6,811.00		\$6,811.00
	<b>Plumbing (Includes HVAC)</b>			BPI Mechanical	\$2,188.00		\$2,188.00
	<b>HVAC</b>			BPI Mechanical	\$0.00		\$0.00
	<b>Electrical</b>			LaCorte Electric	\$12,039.00		\$12,039.00
	<b>Subcontractor Totals</b>						<b>\$30,408.00</b>

BUILDING THE FUTURE - TOGETHER



Albany  
 Kamco Supply Corp of NE  
 36 Railroad Avenue  
 Albany, NY 12205  
 518-729-1122  
 Fax: 518-453-9527



**QUOTE**

1905-171831 R1 PAGE 1 OF 1

SOLD TO
ROSCH BROTHERS, INC. 424 OLD NISKAYUNA ROAD LATHAM NY 12110-0845

JOB ADDRESS
Commute Air Alterations Albany County Airport 737 Albany Shaker Rd RE: SPRINKLER ROOM Albany NY 12211 518 785-4100

ACCOUNT	JOB
11967	58
CREATED ON	05/30/2019
EXPIRES ON	06/29/2019
BRANCH	AL
CUSTOMER PO#	SPRINKLER ROOM
STATION	ALBK
CASHIER	ALBK
SALESPERSON	MATT
ORDER ENTRY	ALBK
MODIFIED BY	ALBK

Item	Description	D	Quantity	U/M	Price	Per	Amount
DRFRAME578	DRYWALL FRAME 5-7/8" (4-7/8" THROAT) DR16 578 3070 K.D. FRAME		1	EACH	120.0000	EACH	120.00
PA181613070RH	18GA FLSH INS 3'0"X7'0"X161 R DR		1	EA	285.0000	EA	285.00
BB1279US26D	4.5"x4.5" BALL BEARING HINGE US26D 1EACH HAGER		3	EA	10.0000	EA	30.00
HAG5100M	5100M 2-6 ALM CLOSER HAGER		1	EA	135.0000	EA	135.00
HAG3580WTN26D-IC	3580WTN26D STORE ROOM LOCKSETw/INTERCHANGABLE CORE HAGER		1	EA	90.0000	EA	90.00
HAG3981IC-BA26D	#3981SFIC BEST A KEYWAY 26D HAGER		1	EA	23.0000	EA	23.00
+No refund or credit for non-stock material.							
					NYAL1 8.00% EXE: 14-1281488	Subtotal	683.00
						Sales Tax	0.00
						Total	683.00

Buyer:

Signature



25 Brookwood Road  
 Waterford, NY 12188  
 518-233-1347

Quote Date: 6/5/2019  
 Valid Through: 7/4/2019  
 Client: Rosch Brothers  
 Job Name: Commutair Alternate Pricing  
 Address:  
 Contact Name: Bill Rosch  
 Prepared By: Julian Brennan

**Estimate Total**  
**\$13,912.00**

TEC Protective Coatings, Inc. proposes to supply labor, material and equipment to complete the above referenced project as follows:		
Item Description	Estimated Cost	
To prep and paint all walls, doors in office, new breakroom etc	\$6,811.00	
Additional to finish tape drywall	\$1,120.00	
Additional to prep floor and apply epoxy coating	\$5,981.00	
<b>Comments or Special Instructions:</b>		
*PLEASE APPLY APPLICABLE TAX*  THANK YOU FOR YOUR BUSINESS!	<b>Subtotal</b>	<b>\$13,912.00</b>
	<b>Sales Tax</b>	<b>\$0.00</b>
	<b>TOTAL</b>	<b>\$13,912.00</b>

# FLOORING Environment

200 Fillpoint Drive  
Mechanicville, NY 12118  
Ph: 518.383.5510 Fax: 518.383.4740  
Woman-Owned Business Enterprise

Attn: **BILL ROSCH**

From: **JACQUELINE B WHEELER**

# Proposal

Estimator:

Admin:

Revision #:

Date: 6/5/2019

Bid Due Date: 2/20/2019

Plan Date:

Addendum:

To

ROSCH BROS.  
424 OLD NISKAYUNA ROAD  
LATHAM, NY 12110  
Phone: (518) 785-4100-  
Fax: (518) 785-4660-

Project

COMMUTAIR -ALBANY AIRPORT  
ALBANY, NY

**PROPOSAL TO FURNISH JOHNSONITE COVE BASE ONLY**

Manufacturer Style	Color Name Color Number	Line Total
1 FURNISH AND INSTALL FURNISH AND INSTALL 4 INCH THERMOSET RUBBER BASE COILS. JOHNSONITE® 4" RUBBER COVE BASE COILS (BASEWORKS)	TBD	2,064.00

**SUB-TOTAL THESE LINE ITEMS** **\$2,064.00**

**TAX** **\$165.12**

**TOTAL (SALES TAX ADDED THESE LINE ITEMS)** **\$2,229.12**

THIS PROPOSAL IS FOR COVE BASE ONLY

ADDITIONAL 3x + 74¢ \$200.00

2264.00

Flooring Environment furnishes all materials, supplies, tools, equipment and project management necessary to complete the scope of work described in this proposal. Installation labor for this scope will be subcontracted out and may be subcontracted to a non-WBE installer.

Unless specifically included in this proposal: excludes floor preparation, leveling or repair; removal of existing flooring or adhesive, buffing, waxing or floor protection, moving or lifting furniture. Excludes labor premiums for evening or weekend work. Flooring Environment is not responsible for any claims that might result from product delivery date changes beyond their control. This proposal is valid for forty-five (45) days. Full payment is due ten (10) days from receipt of invoice unless otherwise specified.

**WARRANTY DOES NOT INCLUDE ANY MOISTURE RELATED SUBFLOOR FAILURES**

Flooring Environment

ROSCH BROS.

Signed:

Signed:

JACQUELINE B WHEELER

Proposal Total: \$2,229.12

Proposed Installation Start Date:





630 7th Avenue, Troy, N.Y.12182  
Voice: (511) 880-1116  
Fax: (511) 286-2639  
e-mail [sgallagher@lacorte.com](mailto:sgallagher@lacorte.com)

**CHANGE ORDER TRANSMITTAL**

TO: Rosch Bros. Inc.

DATE: 5/22/2019

ATTN Bill Rosch

FROM: Sean Gallagher PROJECT MANAGER

PROJECT: Commutair Albany Airport

LOCATION: 85 Sicker Rd. Bld. 211

CHANGE PROPOSAL # : #2 ( X ) Solicited Proposal ( ) Unsolicited

DESCRIPTION OF WORK :

- Relocate Break Room
- Enlarged storage Room
- Existing Office Area
- Avionics Room
- Door 2 and 3
- IT/Data

TOTAL PROPOSED MATERIAL & LABOR W / OH&P ( X ) ADD \_\_\_\_\_


TOTAL CHANGE: \$12,039.47 ( ) DEDUCT \_\_\_\_\_

( ) TAX EXCLUDED

ESTIMATE OF COST : ( X ) ATTACHED. ( ) NOT ATTACHED

Prior to starting any portion of this proposed change order, written confirmation of acceptance of this cost must be received from your office. Should you have any questions regarding the above, please do not hesitate to contact me.

Very truly yours,  
LaCorte COMPANIES INC.

  
Sean Gallagher  
PROJECT MANAGER  
[sgallagher@lacorte.com](mailto:sgallagher@lacorte.com)

Cost Summary Sheet

LACORTE COMPANIES

Date 5/22/2019

Estimate sheet summary	Materials	Labor hours	
Page 1	\$394.78	38.79	
Page 2	\$1,112.70	53.4	
	\$1,242.00		
<b>Subtotal</b>	<b>\$2,749.48</b>	<b>92.19</b>	<b>0.00</b>
<b>Direct Job expenses</b>			
<b>POINT SOURCE GROUP</b>		\$1,242.00	
		\$0.00	
		\$0.00	
		\$0.00	
<b>Subtotal</b>		\$1,242.00	
<b>Subcontract quotes</b>			
		\$0.00	
<b>Total Sub quotes</b>		\$0.00	
<b>LABOR</b>			
	<b>Straight Time</b>		
Labor rate electrician		\$38.50	
<b>Supplemental benefits</b>			
Flat rate		\$27.25	
<b>Payroll Taxes and Insurances</b>			
F.I.C.A.	7.65%		
Fed Unemployment	0.80%		
State Unemployment	9.50%		
W.C.	9.02%		
Misc. Insurance	4.80%		
Disability	4.59%		
(liability, Auto, Property)	36.36%	\$14.00	
		\$79.75	
<b>Total Estimated Hours</b>	92.19	\$79.75	\$7,352.02
Foreman	5%	4.61	\$367.60
<b>Subtotal</b>			<b>\$7,719.62</b>
<b>Summary</b>			
<b>Labor Subtotal</b>			\$7,719.62
<b>Material Subtotal</b>			\$2,749.48
<b>Tax on materials</b>	0%		\$0.00
<b>Subtotal</b>			\$10,469.10
<b>Mark up</b>	15%		\$1,570.37
<b>total cost</b>			<b>\$12,039.47</b>

ESTIMATE SHEET

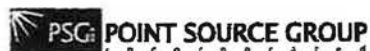
JOB NAME		COMMUTAIR		LACORTE		Page 3	
LOCATION:							
JOB DESCRIPTION:		Estimate Page 1					
	DESCRIPTION	QUANTITY	MATERIAL PRICE/UNIT	MATERIAL EXT.	LABOR	LABOR EXT.	LABOR 1-1/2 HRS/UNIT
1	RELOCATE SUMP PUMP AND CIRC. PUMP						
2	3/4" EMT	60.00	0.70	\$40.80	0.082	3.720	
3	# 12 THHN	180.00	0.15	\$27.00	0.008	1.080	
4	PROVIDE GFCI			\$0.00		0.000	
5	GFCI	2.00	22.26	\$44.58	0.5	1.000	
6	12/2 MC CABLE	60.00	0.53	\$31.80	0.026	1.560	
7	4" SQUARE BOX	2.00	4.45	\$6.90	0.3	0.600	
8	4" MUD RING	2.00	2.26	\$4.52	0.15	0.300	
9	MC CONNECTOR	4.00	0.84	\$3.36	0.18	0.720	
10	REPLACE LIGHTING			\$0.00		0.000	
11	REMOVE LIGHT FIXTURES	7.00	0.00	\$0.00	0.5	3.500	
12	2X4 TYPE LA FIXTURES	8.00	0.00	\$0.00	0.75	4.800	
13	WALL MOUNT TYPE LC FIXTURE	1.00	0.00	\$0.00	1	1.000	
14	EM1 FIXTURE	1.00	0.00	\$0.00	1.2	1.200	
15	LV SWITCH	1.00	0.00	\$0.00	0.38	0.380	
16	LVD SWITCH	1.00	0.00	\$0.00	0.38	0.380	
17	VS WALL MOUNT SENSOR	2.00	0.00	\$0.00	0.35	0.700	
18	CEILING MOUNT OCCUPANCY SENSOR	1.00	0.00	\$0.00	0.8	0.800	
19	POWER PACK	1.00	0.00	\$0.00	0.75	0.750	
20	4" SQUARE BOX	8.00	4.48	\$35.60	0.3	2.400	
21	4" MUD RING	8.00	2.26	\$18.08	0.15	1.200	
22	MC CONNECTORS	12.00	0.84	\$10.08	0.18	2.160	
23	LUMINARY CABLE	110.00	1.22	\$134.20	0.026	2.860	
24	BOX BRACKET	8.00	3.32	\$26.88	0.08	0.640	
25	DOOR 2 AND 3			\$0.00		0.000	
26	REMOVE DOOR ACCESS CONTROLS	1.00	0.00	\$0.00	2	2.000	
27	INSTALL CARD READER	1.00	0.00	\$0.00	0.8	0.800	
28	INSTALL ELECTRIC STRIKE	1.00	0.00	\$0.00	3	3.000	
29	INSTALL DOOR CONTACTS	1.00	0.00	\$0.00	1	1.000	
30	REQUEST TO EXIT	1.00	0.00	\$0.00	1	1.000	
<b>TOTAL COSTS:</b>				<b>\$394.78</b>		<b>38.790</b>	



ESTIMATE SHEET

JOB NAME		COMMUTAIR		LACORTE		Page 3	
LOCATION:							
JOB DESCRIPTION:		Estimate Page 2					
	DESCRIPTION	QUANTITY	MATERIAL PRICE/UNIT	MATERIAL EXT.	LABOR	LABOR EXT.	LABOR 1-1/2 HRS/UNIT
1	IT/DATA			\$0.00		0.000	
2	1" EMT	280.00	1.48	\$304.00	0.068	14.300	
3	1" EMT STRUT STRAPS	0.00	0.00	\$0.00	0	0.000	
4	4" SQUARE BOX	12.00	4.48	\$53.40	0.3	3.600	
5	4" MUD RING	12.00	2.28	\$27.12	0.18	1.800	
6	BOX BRACKET	8.00	3.32	\$26.58	0.08	0.400	
7	1" EMT CONNECTOR	14.00	1.48	\$20.44	0.1	1.400	
8	1" EMT COUPLINGS	24.00	1.85	\$44.40	0.08	1.200	
9	1" PVC BUSHING	14.00	0.87	\$13.88	0.13	1.820	
10	J HOOKS	24.00	1.60	\$38.40	0.05	1.200	
11	MASONRY PENETRATIONS	4.00	0.00	\$0.00	0.6	2.400	
12	CAT6E CABLE	1800.00	0.20	\$504.00	0.014	25.200	
13		0.00	0.00	\$0.00	0	0.000	
14		0.00	0.00	\$0.00	0	0.000	
15		0.00	0.00	\$0.00	0	0.000	
16		0.00	0.00	\$0.00	0	0.000	
17		0.00	0.00	\$0.00	0	0.000	
18		0.00	0.00	\$0.00	0	0.000	
19		0.00	0.00	\$0.00	0	0.000	
20		0.00	0.00	\$0.00	0	0.000	
21		0.00	0.00	\$0.00	0	0.000	
22		0.00	0.00	\$0.00	0	0.000	
23		0.00	0.00	\$0.00	0	0.000	
24		0.00	0.00	\$0.00	0	0.000	
25		0.00	0.00	\$0.00	0	0.000	
26		0.00	0.00	\$0.00	0	0.000	
27		0.00	0.00	\$0.00	0	0.000	
28		0.00	0.00	\$0.00	0	0.000	
29		0.00	0.00	\$0.00	0	0.000	
30		0.00	0.00	\$0.00	0	0.000	
<b>TOTAL COSTS:</b>				\$1,112.70		53.400	

# Quote



**Job Name:** AIA Commutair Renovations  
**Quote #:** 19-38743-7  
**Quote Label:** Change  
**Job Location:** Albany, New York  
**Issue Date:** 5/31/2019  
**Good Through:** 6/28/2019  
**Quoted By:** Pickett, Michael

**POINT SOURCE GROUP**  
 3495 WINTON PLACE  
 BLDG C, SUITE 3  
 ROCHESTER, NY 14623-2517  
 (Phn) 585-424-2540

**Quoted To:** Picinich, Sean  
 LaCorte Companies  
 630 Seventh Ave  
 Troy, NY 12182

Type	Qty	Manufacturer/Brand	Catalog #	Line Comment	Unit \$	Ext \$
LA	6	ABL-Lithonia Lighting	2BLT4 40L ADSMT GZ10 LP835			
LC	1	ABL-Lithonia Lighting	CLX L36 3000LM SEF RDL MVOLT GZ10 35K 80CRI			
EM1	1	ABL-Lithonia Lighting	EPNKO WH ELM2L UVOLT SDRT			
S LV	1	ABL-Sensor Switch	SPODM 3X WH			
S LVD	1	ABL-Sensor Switch	SPODM D 3X WH			
SVS	2	ABL-Sensor Switch	WSX PDT SA WH			
OS A VS	1	ABL-Sensor Switch	CM PDT 9			
PP	1	ABL-Sensor Switch	PP20			

**BUY PRICE**

**Grand Total: \$1,242.00**

**Notes**

\* PLEASE NOTE: All items quoted may be subject to freight charges based on manufacturer's terms & conditions. Please see our manufacturer's terms & conditions on our website at [www.pointsourcegroup.com/TC.pdf](http://www.pointsourcegroup.com/TC.pdf) - If you have any questions regarding this specific quote, please ask. Freight terms may change based upon final Bill of Material



424 Old Niskayuna Road  
Latham, New York 12110

Telephone (518) 785-4100  
Fax (518) 785-4660

build@roschbrothers.com  
www.roschbrothers.com

July 1, 2019  
**REVISED**

Albany Airport  
Attn: John LaClair  
Administration Building  
Albany, NY 12211

Re: Commutair  
Albany Airport  
Albany, NY

**Fire Protection Sprinkler System  
Proposal 07  
REVISED**

RBI # 19-010

Dear John

We have revised our proposal to provide all labor, material, and equipment necessary to complete the new fire protection sprinkler system as shown on Fire Protection drawings dated May 7, 2019 as prepared by RAN Fire Protection Engineering and clarified in RFI #7 response by Bergmann Engineers and Architects on May 29, 2019. The proposal includes all sprinkler work from the point identified (flange) on the marked-up drawing sent from your office last week attached to this proposal. We have also included all drywall and acoustic ceiling removal and replacement in areas not originally scheduled for replacement (Rooms identified on Drawing A101 as OPEN OFFICE, and LOBBY). We included alternate pricing to provide new ceilings in the Parts Vestibule Area and adjacent Storeroom **The amount is \$70,434.00**

**Proposal 07 – Fire Protection Sprinkler System:**

Rosch Brothers – see attached spreadsheet.....\$70,434.00

**Proposal 07 – Total.....\$70,434.00**

**ALTERNATE – Provide ceilings in parts vestibule and storeroom – Add.....\$4,126.00**

**\$74,560.00**

**BOTH COMPLETE**



424 Old Niskayuna Road  
Latham, New York 12110

Telephone (518) 785-4100  
Fax (518) 785-4660

build@roschbrothers.com  
www.roschbrothers.com

**We exclude:**

- Work not listed
- Excavation, backfill and site work
- Concrete cutting or removal
- Concrete patching
- Interconnections with fire protection and HVAC or electrical systems

If you have any questions, please call.

Sincerely,  
William Rosch

A handwritten signature in black ink, appearing to read "William Rosch", is written over a horizontal line.

Rosch Brothers, Inc.  
518-573-8265



**Job Estimate Summary**

**PROPOSAL 07**

Estimator:	WR	Est #:	19-010
Checker:	SR	Date:	6/17/2019
Architect:			N/A

Project:	Commutair	Contact:	John LaClair
Address:	85 Sicker Road	Title:	Operations Manager
City, State:	Latham, NY 12110	Phone #	518-378-5959
		Email:	jlaclair@albanyairport.com

**07 Fire Protection System**

Total Material	\$ 1,714		\$ 990
Total Equipment	\$ -		\$ -
Total M&E	\$ 1,714		\$ 990
Total Labor (Gross Wages)	\$ 2,908		\$ 1,152
Labor Burden	94% \$ 2,734	94%	\$ 1,083
	\$ 5,642		\$ 2,235
General Conditions	\$ -		
<b>Total RBI Costs</b>	<b>\$ 7,355</b>		<b>\$ 3,225</b>
Subcontractor Cost	\$ 47,690		\$ 2,500
Sub Insurance	0.00% \$ -	\$ 47,690	0.00%
<b>Total Direct Cost</b>	<b>\$ 55,045</b>		<b>\$ 3,225</b>
Overhead	10% \$ 5,505	10%	\$ 322
Sales Tax	0% \$ -		\$ -
<b>Total Job Cost</b>	<b>\$ 60,550</b>		<b>\$ 3,547</b>
Bond	3.25% \$ 1,968	3.25%	\$ 115
Limits Insurance	2.50% \$ 1,514	2.50%	\$ 89
<b>Total Before Profit &amp; Adjustments</b>	<b>\$ 64,031</b>		<b>\$ 3,751</b>
Job Profit	10% 6,403	10.00%	375
Allowance	0		0
Adjustments			0
<b>Total</b>	<b>\$ 70,434</b>		<b>\$ 4,126</b>
Price Quoted	\$ 70,434		\$ 4,126.00

## RECAPITULATION

PROJECT:	Commutair	EST #:	19-010
LOCATION:	85 Sicker Road	SHEET #	Page 1
ARCHITECT:	N/A	DATE	6/17/2019
CATEGORY:	07 Fire Protection System	Estimator:	WR
		CHECKED BY:	SR

Cost Code	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL ESTIMATED MATERIAL COST	UNIT PRICE	TOTAL ESTIMATED LABOR COST
	Estimating	0	HR	\$0.00	\$0.00	\$40.00	\$0.00
	Layout	2	HR	\$0.00	\$0.00	\$40.00	\$80.00
	Supervision	16	HR	\$0.00	\$0.00	\$40.00	\$640.00
	Trucking	4	HR	\$25.00	\$100.00	\$36.00	\$144.00
	Clean Up	4	HR	\$0.00	\$0.00	\$36.00	\$144.00
	Dumpster	1	LS	\$150.00	\$150.00	\$0.00	\$0.00
	Remove Acoustic Ceilings	480	SF	\$0.00	\$0.00	\$0.00	\$0.00
	Labor	6	HR	\$0.00	\$0.00	\$38.00	\$228.00
	Remove Drywall Ceilings	100	SF	\$0.00	\$0.00	\$0.00	\$0.00
	Labor	4	HR	\$0.00	\$0.00	\$38.00	\$152.00
	<b>Drywall Grid: 1 5/8" Wall Track</b>	72	LF	\$0.40	\$28.80	\$0.00	\$0.00
	12' Main Tee	24	LF	\$0.70	\$16.80	\$0.00	\$0.00
	4' Cross Tee	40	LF	\$0.70	\$28.00	\$0.00	\$0.00
	Labor	6	HR	\$0.00	\$0.00	\$38.00	\$228.00
	Drywall Ceiling	128	SF	\$0.40	\$51.20	\$0.00	\$0.00
	Labor	4	HR	\$0.00	\$0.00	\$38.00	\$152.00
	Tape Drywall	128	SF	\$0.25	\$32.00	\$0.00	\$0.00
	Labor	6	HR	\$0.00	\$0.00	\$38.00	\$228.00
	<b>Acoustic Grid: 12' Wall Angle</b>	144	LF	\$0.45	\$64.80	\$0.00	\$0.00
	12' Main Tee	120	LF	\$0.65	\$78.00	\$0.00	\$0.00
	4' Cross Tee	240	LF	\$0.65	\$156.00	\$0.00	\$0.00
	Labor	12	HR	\$0.00	\$0.00	\$38.00	\$456.00
	Acoustic Ceiling Tile - As Specified	576	SF	\$1.75	\$1,008.00	\$0.00	\$0.00
	Labor	12	HR	\$0.00	\$0.00	\$38.00	\$456.00
	<b>Page 1 Totals</b>				<b>\$1,713.60</b>		<b>\$2,908.00</b>
	<b>SUBCONTRACTORS:</b>						
	<b>Fire Protection Sprinkler</b>			<b>Johnson Controls</b>	\$45,190.00		\$45,190.00
	<b>Remove, Reinstall Lighting</b>			<b>Lacorte Electric</b>	\$2,500.00		\$2,500.00
	<b>Subcontractor Totals</b>						<b>\$47,690.00</b>

## RECAPITULATION

PROJECT:	Commutair	EST #:	19-010
LOCATION:	85 Sicker Road	SHEET #	Page ALT-1
ARCHITECT:	N/A	DATE	6/17/2019
CATEGORY:	07 Fire Protection System	Estimator:	WR
		CHECKED BY:	SR

ALTERNATE

Cost Code	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL ESTIMATED MATERIAL COST	UNIT PRICE	TOTAL ESTIMATED LABOR COST
Estimating		0	HR	\$0.00	\$0.00	\$40.00	\$0.00
Layout		2	HR	\$0.00	\$0.00	\$40.00	\$80.00
Supervision		8	HR	\$0.00	\$0.00	\$40.00	\$320.00
Trucking		2	HR	\$25.00	\$50.00	\$36.00	\$72.00
Clean Up		2	HR	\$0.00	\$0.00	\$36.00	\$72.00
Dumpster		1	LS	\$50.00	\$50.00	\$0.00	\$0.00
<b>Acoustic Grid:</b>	12' Wall Angle	120	LF	\$0.45	\$54.00	\$0.00	\$0.00
	12' Main Tee	72	LF	\$0.65	\$46.80	\$0.00	\$0.00
	4' Cross Tee	180	LF	\$0.65	\$117.00	\$0.00	\$0.00
	Labor	8	HR	\$0.00	\$0.00	\$38.00	\$304.00
	<b>Acoustic Ceiling Tile - As Specified</b>	384	SF	\$1.75	\$672.00		\$0.00
	Labor	8	HR	\$0.00	\$0.00	\$38.00	\$304.00
	<b>Page ALT-1 Totals</b>				<b>\$989.80</b>		<b>\$1,152.00</b>
	<b>SUBCONTRACTORS:</b>						
	<b>Fire Protection Sprinkler</b>			<b>Johnson Controls</b>	\$0.00		\$0.00
	<b>Remove, Reinstall Lighting</b>			<b>Lacorte Electric</b>	\$2,500.00		\$2,500.00
	<b>Subcontractor Totals</b>						<b>\$2,500.00</b>



FOR  
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Johnson Controls Quotation  
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310 Hurricane Ln  
Unit 2  
WILLISTON, VT 05495-2082  
(802) 879 6149  
FAX: (802) 879 4950

TO:  
Rosch Brothers Inc  
424 Old Niskayuna Rd  
LATHAM, NY 12110-1569

Project: Commutair Sprinkler  
Customer Reference:  
Johnson Controls Reference: 106414584  
Date: 06/10/2019  
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Johnson Controls is pleased to offer for your consideration this quotation for the above project.

QUANTITY	MODEL NUMBER	DESCRIPTION
1	DPSP SPCL DPSUB Professional Services - Commutair PM LAB	Commutair Sprinkler Commutair Sprinkler SPRINKLER SPCL MATL SUBCONTRACTING LABOR Sprinkler PROJECT/CONSTRUCTION MGMT

**Total net selling price, FOB shipping point, \$45,190.00**

Comments

We are pleased to provide you a proposal to provide labor and material to install an NFPA 13 compliant wet pipe automatic fire sprinkler system to protect the existing Building 211, Albany International Airport, Latham, NY based off of RAN Fire Protection Engineering design drawings for Commutair dated 5/7/2019. Our installation will be in accordance with NFPA 13, NFPA 25, and the Authority Having Jurisdiction.

Proposal Details -

- Provide labor and material to install a wet pipe system in Bldg. 211
- JCI scope of work will begin on a plumb and level flange provided by others
- JCI to provide:
  - o Material - pipe, fittings, sprinkler heads, backflow, hangers, etc. for a complete NFPA 13 compliant system installation
  - o Material Submittals if applicable
  - o Provide (3) sets of Installation Drawings
  - o 19' scissor lift
  - o Fire Alarm Components for fire sprinkler system supervision (Electrical Excluded From This Proposal)
- Perform pneumatic and hydrostatic test of new system
- We are aware that there is one area in the building that will be occupied 24/7 and we will coordinate with occupants for installation in those areas
- Underground water main will be provided, installed, tested, certified and flushed by others prior to installation of backflow preventer

THIS QUOTATION AND ANY RESULTING CONTRACT SHALL BE SUBJECT TO THE GENERAL TERMS AND CONDITIONS ATTACHED HERETO.

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Comments (continued)

- JCI will "Red Line" install drawings to reflect any design changes
- (Prevailing Wage) Labor and travel Included

**Exclusions:**

- Painting of any pipe
- Painting and patching of walls
- Electrical work - all conductors, raceways, terminations and tests by others
- Abatement of any kind - our understanding is this is a "Clean Building"
- Permits
- Fire Alarm Work - all conductors, raceways, terminations and tests by others
- Holiday, Overtime or Premium Hours
- Underground work
- NYS Sales Tax

Note: Proposal is for referenced scope above. Any additional work will be quoted separately



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## TERMS AND CONDITIONS (Rev. 4/11)

**1. Payment.** Payments shall be invoiced and due in accordance with the terms and conditions set forth above. Work performed on a time and material basis shall be at Company's then-prevailing rate for material, labor, and related items, in effect at the time supplied under this Agreement. Company shall invoice Customer for progress payments to one hundred (100%) percent based upon equipment delivered or stored, and services performed. Customers without established satisfactory credit shall make payments of cash in advance, upon delivery or as otherwise specified by Company. Where Customer establishes and maintains satisfactory credit, payments shall be due and payable thirty (30) days from date of invoice. Company reserves the right to revoke or modify Customer's credit in its sole discretion. Customer's failure to make payment when due is a material breach of this Agreement. If Customer fails to make any payment when due, in addition to any other rights and remedies available, Company shall have the right, at Company's sole discretion, to stop performing any Services and/or withhold further deliveries of materials, until the account is current. In the event payment is not received when due, Company may, at its discretion, assess late fees at the rate of 1.5% per month or the maximum rate allowed by law. Customer agrees to pay all costs of collection, including without limitation costs, fees, and attorneys' fees. Customer's failure to make payment when due is a material breach of this Agreement until the account is current.

**2. Pricing.** The pricing set forth in this Agreement is based on the number of devices to be installed and services to be performed as set forth in the Scope of Work ("Equipment" and "Services"). If the actual number of devices installed or services to be performed is greater than that set forth in the Scope of Work, the price will be increased accordingly. If this Agreement extends beyond one year, Company may increase prices upon notice to the Customer. Customer agrees to pay all taxes, permits, and other charges, including but not limited to state and local sales and excise taxes, however designated, levied or based on the service charges pursuant to this Agreement. Prices in any quotation or proposal from Company are subject to change upon notice sent to Customer at any time before the quotation or proposal has been accepted. Prices for products covered may be adjusted by Company, upon notice to Customer at any time prior to shipment, to reflect any increase in Company's cost of raw materials (e.g., steel, aluminum) incurred by Company after issuance of Company's applicable proposal or quotation.

**3. Alarm Monitoring Services.** Any reference to alarm monitoring services in this Agreement is included for pricing purposes only. Alarm monitoring services are performed pursuant to the terms and conditions of Company's standard alarm monitoring services agreement.

**4. Code Compliance.** Company does not undertake an obligation to inspect for compliance with laws or regulations unless specifically stated in the Scope of Work. Customer acknowledges that the Authority Having Jurisdiction (e.g., Fire Marshal) may establish additional requirements for compliance with local codes. Any additional services or equipment required will be provided at an additional cost to Customer.

**5. Limitation of Liability; Limitations of Remedy.** It is understood and agreed by the Customer that Company is not an insurer and that insurance coverage shall be obtained by the Customer and that amounts payable to company hereunder are based upon the value of the services and the scope of liability set forth in this Agreement and are unrelated to the value of the Customer's property and the property of others located on the premises. Customer agrees to look exclusively to the Customer's insurer to recover for injuries or damage in the event of any loss or injury and that Customer releases and

waives all right of recovery against Company arising by way of subrogation. Company makes no warranty or Warranty, including any implied warranty of merchantability or fitness for a particular purpose that equipment or services supplied by Company will detect or avert occurrences or the consequences therefrom that the equipment or service was designed to detect or avert. It is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from failure on the part of Company to perform any of its obligations under this Agreement. Accordingly, Customer agrees that, Company shall be exempt from liability for any loss, damage or injury arising directly or indirectly from occurrences, or the consequences therefrom, which the equipment or service was designed to detect or avert. Should Company be found liable for any loss, damage or injury arising from a failure of the equipment or service in any respect, Company's liability shall be limited to an amount equal to the Agreement price (as increased by the price for any additional work) or where the time and material payment term is selected, Customer's time and material payments to Company. Where this Agreement covers multiple sites, liability shall be limited to the amount of the payments allocable to the site where the incident occurred. Such sum shall be complete and exclusive. IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGE, LOSS, INJURY, OR ANY OTHER CLAIM ARISING FROM ANY SERVICING, ALTERATIONS, MODIFICATIONS, CHANGES, OR MOVEMENTS OF THE COVERED SYSTEM(S) OR ANY OF ITS COMPONENT PARTS BY THE CUSTOMER OR ANY THIRD PARTY. COMPANY SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO DAMAGES ARISING FROM THE USE, LOSS OF THE USE, PERFORMANCE, OR FAILURE OF THE COVERED SYSTEM(S) TO PERFORM. The limitations of liability set forth in this Agreement shall inure to the benefit of all parents, subsidiaries and affiliates of company, whether direct or indirect, company's employees, agents, officers and directors.

**6. Reciprocal Waiver of Claims (SAFETY Act).** Certain of Company's systems and services have received Certification and/or Designation as Qualified Anti-Terrorism Technologies ("QAT") under the Support Anti-Terrorism by Fostering Effective Technologies Act of 2002, 6 U.S.C. §§ 441-444 (the "SAFETY Act"). As required under 6 C.F.R. 25.5 (e), to the maximum extent permitted by law, Company and Customer hereby agree to waive their right to make any claims against the other for any losses, including business interruption losses, sustained by either party or their respective employees, resulting from an act of terrorism as defined in 6 C.F.R. 25.2, when QAT have been deployed in defense against response to, or recovery from such Act of Terrorism.

**7. General Provisions.** Customer has selected the service level desired after considering and balancing various levels of protection afforded, and their related costs. All work to be performed by Company will be performed during normal working hours of normal working days (9:00 a.m. - 5:00 p.m., Monday through Friday, excluding Company holidays), as defined by Company, unless additional times are specifically described in this Agreement. Company will perform the services described in the Scope of Work section ("Services") for one or more system(s) or equipment as described in the Scope of Work section or the listed attachments ("Covered System(s)"). The Customer shall promptly notify Company of any malfunction in the Covered System(s) which comes to Customer's attention. This Agreement assumes the Covered System(s) are in operational and maintainable condition as of the Agreement

date. If, upon initial inspection, Company determines that repairs are recommended, repair charges will be submitted for approval prior to any work. Should such repair work be declined, Company shall be relieved from any and all liability arising therefrom UNLESS OTHERWISE SPECIFIED IN THIS AGREEMENT. ANY INSPECTION (AND, IF SPECIFIED, TESTING) PROVIDED UNDER THIS AGREEMENT DOES NOT INCLUDE ANY MAINTENANCE, REPAIRS, ALTERATIONS, REPLACEMENT OF PARTS, OR ANY FIELD ADJUSTMENTS WHATSOEVER, NOR DOES IT INCLUDE THE CORRECTION OF ANY DEFICIENCIES IDENTIFIED BY COMPANY TO CUSTOMER. COMPANY SHALL NOT BE RESPONSIBLE FOR EQUIPMENT FAILURE OCCURRING WHILE COMPANY IS IN THE PROCESS OF FOLLOWING ITS INSPECTION TECHNIQUES, WHERE THE FAILURE ALSO RESULTS FROM THE AGE OR OBSOLESCENCE OF THE ITEM OR DUE TO NORMAL WEAR AND TEAR. THIS AGREEMENT DOES NOT COVER SYSTEMS, EQUIPMENT, COMPONENTS OR PARTS THAT ARE BELOW GRADE, BEHIND WALLS OR OTHER OBSTRUCTIONS OR EXTERIOR TO THE BUILDING, ELECTRICAL WIRING, AND PIPING.

**8. Customer Responsibilities.** Customer shall furnish all necessary facilities for performance of its work by Company, adequate space for storage and handling of materials, light, water, heat, heat tracing, electrical service, local telephone, watchman, and crane and elevator service and necessary permits. Where wet pipe system is installed, Customer shall supply and maintain sufficient heat to prevent freezing of the system. Customer shall promptly notify Company of any malfunction in the Covered System(s) which comes to Customer's attention. This Agreement assumes any existing system(s) are in operational and maintainable condition as of the Agreement date. If, upon initial inspection, Company determines that repairs are recommended, repair charges will be submitted for approval prior to any work. Should such repair work be declined, Company shall be relieved from any and all liability arising therefrom. Customer shall further:

- supply required schematics and drawings unless they are to be supplied by Company in accordance with this Agreement;
- Provide a safe work environment, in the event of an emergency or Covered System(s) failure, take reasonable safety precautions to protect against personal injury, death, and property damage, continue such measures until the Covered System(s) are operational, and notify Company as soon as possible under the circumstances;
- Provide Company access to any system(s) to be serviced;
- Comply with all laws, codes, and regulations pertaining to the equipment and/or services provided under this agreement.

**9. Excavation.** In the event the Work includes excavation, Customer shall pay, as an extra to the contract price, the cost of any additional work performed by Company due to water, quicksand, rock or other unforeseen condition or obstruction encountered or shoring required.

**10. Structure and Site Conditions.** While employees of Company will exercise reasonable care in this respect, Company shall be under no responsibility for loss or damage due to the character, condition or use of foundations, walls, or other structures not erected by it or resulting from the excavation in proximity thereto, or for damage resulting from concealed piping, wiring, fixtures, or other equipment or condition of water pressure. All shoring or protection of foundation, walls or other structures subject to being disturbed by any excavation required hereunder shall be the responsibility of Customer. Customer shall have all things in readiness for installation including, without limitation, structure to support the sprinkler system and related equipment (including tanks), other materials, floor or suitable working base, connections and facilities for erection at the time the materials are delivered. In the event Customer fails

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to have all things in readiness at the time scheduled for receipt of materials. Customer shall reimburse Company for all expenses caused by such failure. Failure to make area available to Company during performance in accordance with schedules that are the basis for Company's proposal shall be considered a failure to have things in readiness in accordance with the terms of this Agreement.

11. Confined Space. If access to confined space by Company is required for the performance of Services, Services shall be scheduled and performed in accordance with Company's then-current hourly rate.

12. Hazardous Materials. Customer represents that, except to the extent that Company has been given written notice of the following hazards prior to the execution of this Agreement, to the best of Customer's knowledge there is no:

- "permit confined space," as defined by OSHA,
• risk of infectious disease,
• need for air monitoring, respiratory protection, or other medical risk,
• asbestos, asbestos-containing material, formaldehyde or other potentially toxic or otherwise hazardous material contained in or on the surface of the floors, walls, ceilings, insulation or other structural components of the area of any building where work is required to be performed under this Agreement.

All of the above are hereinafter referred to as "Hazardous Conditions". Company shall have the right to rely on the representations listed above. If hazardous conditions are encountered by Company during the course of Company's work, the discovery of such materials shall constitute an event beyond Company's control and Company shall have an obligation to further perform in the area where the hazardous conditions exist until the area has been made safe by Customer as certified in writing by an independent testing agency, and Customer shall pay disruption expenses and re-mobilization expenses as determined by Company. This Agreement does not provide for the cost of capture, containment or disposal of any hazardous waste materials, or hazardous materials, encountered in any of the Covered System(s) and/or during performance of the Services. Said materials shall at all times remain the responsibility and property of Customer. Company shall not be responsible for the testing, removal or disposal of such hazardous materials.

13. OSHA Compliance. Customer shall indemnify and hold Company harmless from and against any and all claims, demands and/or damages arising in whole or in part from the enforcement of the Occupational Safety Health Act (and any amendments or changes thereto) unless said claims, demands or damages are a direct result of causes within the exclusive control of Company.

14. Interferences. Customer shall be responsible to coordinate the work of other trades (including but not limited to ducting, piping, and electrical) and for any additional costs incurred by Company arising out of interferences to Company's work caused by other trades.

15. Modifications and Substitutions. Company reserves the right to modify materials, including substituting materials of later design, providing that such modifications or substitutions will not materially affect the performance of the Covered System(s).

16. Changes, Alterations, Additions. Changes, alterations, and additions to the Scope of Work plans, specifications or construction schedule shall be invalid unless approved in writing by Company. Should changes be approved by Company, that increase or decrease the cost of the work to Company, the parties shall agree, in writing, to the change in price prior to performance of any work. However, if the agreement is reached prior to the time for performance of said work, and Company elects to perform said work so as to avoid delays, then Company's estimate as to the value of said work shall be deemed accepted by Customer. In addition, Customer shall pay for all extra work requested by Customer or made necessary because of incompleteness or inaccuracy of plans or other information submitted by Customer with respect to the location,

type of occupancy, or other details of the work to be performed. In the event the layout of Customer's facilities has been altered, such that it is not in accordance with the Work Order, Customer shall advise Company, and prices, delivery and completion dates shall be changed by Company as may be required.

17. Commodities Availability. Company shall not be responsible for failure to provide services, deliver products, or otherwise perform work required by this Agreement due to lack of available steel products or products made from plastics or other commodities. In the event Company is unable, after reasonable commercial efforts, to acquire and provide steel products, or products made from plastics or other commodities, if required to perform work required by this Agreement, Customer hereby agrees that Company may terminate the Agreement, or the relevant portion of the Agreement, at no additional cost and without penalty. Customer agrees to pay Company in full for all work performed up to the time of any such termination.

18. Project Claims. Any claim of failure to perform against Company arising hereunder shall be deemed waived unless received by Company, in writing specifically setting forth the basis for such claim, within ten (10) days after such claims arises.

19. Backcharges. No charges shall be levied against Company unless seventy-two (72) hours prior written notice is given to Company to correct any alleged deficiencies which are alleged to necessitate such charges and unless such alleged deficiencies are safety and directly caused by Company.

20. System Equipment. The purchase of equipment or peripheral devices (including but not limited to smoke detectors, passive infrared detectors, card readers, sprinkler system components, extinguishers and hoses) from Company shall be subject to the terms and conditions of this Agreement. If in Company's sole judgment, any peripheral device or other system equipment, which is attached to the Covered System(s), whether provided by Company or a third party, interferes with the proper operation of the Covered System(s), Customer shall remove or replace such device or equipment promptly upon notice from Company. Failure of Customer to remove or replace the device shall constitute a material breach of this Agreement. If Customer adds any third party device or equipment to the Covered System(s), Company shall not be responsible for any damage to or failure of the Covered System(s) caused in whole or in part by such device or equipment.

21. Reports. Where inspection and/or test services are selected, such inspection and/or test shall be completed on Company's then current Report form, which shall be given to Customer, and, where applicable, Company may submit a copy thereof to the local authority having jurisdiction. The Report and recommendations by Company are only advisory in nature and are intended to assist Customer in reducing the risk of loss to property by indicating obvious defects or impairments noted to the system and equipment inspected and/or tested. They are not intended to imply that no other defects or hazards exist or that all aspects of the Covered System(s), equipment, and components are under control at the time of inspection. Final responsibility for the condition and operation of the Covered System(s) and equipment and components lies with Customer.

22. Limited Warranty. Subject to the limitations below, Company warrants any equipment (as distinguished from the Software) installed pursuant to this Agreement to be free from defects in material and workmanship under normal use for a period of one (1) year from the date of first beneficial use or all or any part of the Covered System(s) or 18 months after equipment shipment, whichever is earlier, provided however, that Company's sales liability, and Customer's sole remedy, under this limited warranty shall be limited to the repair or replacement of the Equipment or any part thereof, which Company determines is defective, at Company's sole option and subject to the availability of service personnel and parts, as determined by Company. Company warrants expendable items, including, but not limited to, video and print heads, television camera tubes,

video monitor displays tubes, batteries and certain other products in accordance with the applicable manufacturer's warranty. Company does not warrant devices designed to fail in protecting the System, such as, but not limited to, fuses and circuit breakers. Company warrants that any Company software described in this Agreement, as well as software contained in or sold as part of any Equipment described in this Agreement, will reasonably conform to its published specifications in effect at the time of delivery and for ninety (90) days after delivery. However, Customer agrees and acknowledges that the software may have inherent defects because of its complexity. Company's sole obligation with respect to software, and Customer's sole remedy, shall be to make available published modifications, designed to correct inherent defects, which become available during the warranty period. If Repair Services are included in this Agreement, Company warrants that its workmanship and material for repairs made pursuant to this Agreement will be free from defects for a period of ninety (90) days from the date of furnishing.

EXCEPT AS EXPRESSLY SET FORTH HEREIN, COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICES PERFORMED OR THE PRODUCTS, SYSTEMS OR EQUIPMENT, IF ANY, SUPPORTED HEREUNDER.

Warranty service will be performed during Company's normal working hours. If Customer requests warranty service at other than normal working hours, service will be performed at Company's then current rates for other than normal services. All repairs or adjustments that are or may become necessary shall be performed by and authorized representative of Company. Any repairs, adjustments or interconnections performed by Customer or any third party shall void all warranties.

23. Indemnity. Customer agrees to indemnify, hold harmless and defend Company against any and all losses, damages, costs, including expert fees and costs, and expenses including reasonable defense costs, arising from any and all third party claims for personal injury, death, property damage or economic loss, including specifically any damages resulting from the exposure of workers to hazardous conditions whether or not Customer pre-advies Company of the existence of said hazardous conditions, arising in any way from any act or omission of Customer or Company relating in any way to this Agreement, including but not limited to the Services under this Agreement, whether such claims are based upon contract, warranty, tort (including but not limited to active or passive negligence), strict liability or otherwise. Company reserves the right to select counsel to represent it in any such action.

24. Insurance. Customer shall name Company, its officers, employees, agents, subcontractors, suppliers, and representatives as additional insureds on Customer's general liability and auto liability policies.

25. Termination. Any termination under the terms of this Agreement shall be made in writing. In the event Customer terminates this Agreement prior to completion for any reason not arising solely from Company's performance or failure to perform, Customer understands and agrees that Company will incur costs of administration and preparation that are difficult to estimate or determine. Accordingly, should Customer terminate this Agreement as described above, Customer agrees to pay all charges incurred for products and equipment installed and services performed, and in addition pay an amount equal to twenty (20%) percent of the price of products and equipment not yet delivered and Services not yet performed, return all products and equipment delivered and pay a restocking fee of twenty (20%) percent the price of products or equipment returned. Company may terminate this Agreement immediately at its sole discretion upon the occurrence of any Event of Default as hereinafter defined. Company may also terminate this Agreement at its sole discretion upon notice to Customer if Company's performance of its obligations under this Agreement becomes impracticable due to obsolescence of equipment at

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Customer's premises or unavailability of parts.
26. Default. An Event of Default shall be 1) failure of the Customer to pay any amount within ten (10) days after the amount is due and payable, 2) abuse of the System or the Equipment, 3) dissolution, termination, discontinuance, insolvency or business failure of Customer. Upon the occurrence of an Event of Default, Company may pursue one or more of the following remedies, 1) discontinue furnishing Services, 2) by written notice to Customer declare the balance of unpaid amounts due and to become due under the this Agreement to be immediately due and payable, provided that all past due amounts shall bear interest at the rate of 1 1/2% per month (18% per year) or the highest amount permitted by law, 3) receive immediate possession of any equipment for which Customer has not paid, 4) proceed at law or equity to enforce performance by Customer or recover damages for breach of this Agreement, and 5) recover all costs and expenses, including without limitation reasonable attorneys' fees, in connection with enforcing or attempting to enforce this Agreement.
27. Exclusions. Unless expressly included in the Scope of Work, this Agreement expressly excludes, without limitation, testing, inspection and repair of duct detectors, beam detectors, and UV/IR equipment, provision of fire watches, clearing of fire blockage, draining of improperly pitched piping, replacement of batteries, recharging of chemical suppression systems, reflagging of, upgrading, and maintaining computer software, system upgrades and the replacement of obsolete systems, equipment, components or parts, making repairs or replacements necessitated by reason of negligence or misuse of components or equipment or changes to Customer's premises, vandalism, corrosion (including but not limited to micro-bacterially induced corrosion ("MIC")), power failure, current fluctuation, failure due to non-Company installation, lightning, electrical storm, or other severe weather, water, accident, fire, acts of God or any other cause external to the Covered System(s). Repair Services provided pursuant to this Agreement do not cover and specifically excludes system upgrades and the replacement of obsolete systems, equipment, components or parts. All such services may be provided by Company at Company's sole discretion at an additional charge. If Emergency

Services are expressly included in the scope of work section, the Agreement does not include travel expenses.
28. No Action to Satisfy. Customer shall not, directly or indirectly, in its own right or in that of any other person, business, corporation or entity, solicit or employ any Company employee, or induce any Company employee to leave his or her employment, for a period of two years after termination of this Agreement.
29. Force Majeure; Delays. Company shall not be liable for any damage or penalty for delays or failure to perform work due to acts of God, acts or omissions of Customer, acts of civil or military authorities, Government regulations or priorities, fires, epidemics, quarantine, restrictions, war, riots, civil disobedience or unrest, strikes, delays in transportation, vehicle shortages, differences with workmen, inability to obtain necessary labor, material or manufacturing facilities, defaults of Company's subcontractors, failure or delay in furnishing complete information by Customer with respect to location or other details of work to be performed, impossibility or impracticability of performance or any other cause or causes beyond Company's control, whether or not similar to the foregoing. In the event of any delay caused as aforesaid, completion shall be extended for a period equal to any such delay, and the contract shall not be void or voidable as a result of the delay. In the event work is temporarily discontinued by any of the foregoing, all unpaid installments of the contract price, less an amount equal to the value of material and labor not furnished, shall be due and payable upon receipt of invoice by Customer.
30. One-Year Limitation on Actions; Choice of Law. It is agreed that no suit, or cause of action or other proceeding shall be brought against either party more than one (1) year after the accrual of the cause of action or one (1) year after the claim arises, whichever is shorter, whether known or unknown when the claim arises or whether based on tort, contract, or any other legal theory. The laws of Massachusetts shall govern the validity, enforceability, and interpretation of this Agreement.
31. Assignment. Customer may not assign this Agreement without Company's prior written consent. Company may assign this Agreement to an affiliate without obtaining Customer's consent.

32. Entire Agreement. The parties intend this Agreement, together with any attachments or Riders (collectively the "Agreement") to be the final, complete and exclusive expression of their Agreement and the terms and conditions thereof. This Agreement supersedes all prior representations, understandings or agreements between the parties, written or oral, and shall constitute the sole terms and conditions of sale for all equipment and services. No waiver, change, or modification of any terms or conditions of this Agreement shall be binding on Company unless made in writing and signed by an Authorized Representative of Company.
33. Severability. If any provision of this Agreement is held by any court or other competent authority to be void or unenforceable in whole or in part, this Agreement will continue to be valid as to the other provisions and the remainder of the affected provision.
34. Legal Fees. Company shall be entitled to recover from the customer all reasonable legal fees incurred in connection with Company enforcing the terms and conditions of this Agreement.
35. License Information (Security System Customers) AL: Alabama Electronic Security Board of Licensure 7956 Vaughn Road, P.O. Box 382, Montgomery, Alabama 36116 (334) 264-9388. AR: Regulated by Arkansas Board of Private Investigators And Private Security Agencies, #1 State Police Plaza Drive, Little Rock 72209 (501)618-8600. CA: Alarm company operators are licensed and regulated by the Bureau of Security and Investigative Services, Department of Consumer Affairs, Sacramento, CA, 95814. Upon completion of the installation of the alarm system, the alarm company shall thoroughly instruct the purchaser in the proper use of the alarm system. Failure by the licensee, without legal excuse, to substantially commence work within 20 days from the approximate date specified in the agreement when the work will begin is a violation of the Alarm Company Act. NY: Licensed by N.Y.S. Department of the State. TX: Texas Commission on Private Security, 5805 N. Lamar Blvd., Austin, 78752-4422. 512-424-7710. License numbers available at www.jc.com or contact your local Johnson Controls office.

IMPORTANT NOTICE TO CUSTOMER

In accepting this Proposal, Customer agrees to the terms and conditions contained herein including those on the following pages of this Agreement and any attachments or riders attached hereto that contain additional terms and conditions. It is understood that these terms and conditions shall prevail over any variation in terms and conditions on any purchase order or other document that the Customer may issue. Any changes in the system requested by the Customer after the execution of this Agreement shall be paid for by the Customer and such changes shall be authorized in writing. ATTENTION IS DIRECTED TO THE LIMITATION OF LIABILITY, WARRANTY, INDEMNITY AND OTHER CONDITIONS ON THE FOLLOWING PAGES. This proposal shall be void if not accepted in writing within thirty (30) days from the date of the Proposal.

Offered By:
Johnson Controls Fire Protection LP
License# T3-588
310 Hurricane Ln
Jair 2
WILLISTON, VT 05495-2087
Telephone (802) 879-6149 Fax: 802-679-4950
Representative, Joshua Leggett
Email: joshua.leggett@jc.com

Accepted By (Customer)
Company:
Address:
Signature:
Title:
P.O.#:
Date:

**LEGEND**

- = NEW 1/2" QUICK RESPONSE PIVOT SPRINKLER
- = NEW 1/2" QUICK RESPONSE UPRIGHT SPRINKLER
- ◊ = NEW 1/2" QUICK RESPONSE HORIZONTAL SIGNAL SPRINKLER
- ⊕ = INDICATE A HYDRAULIC REFERENCE POINT
- FDC = FIRE DEPARTMENT CONNECTION
- CFM = GALLONS PER MINUTE
- SF = SQUARE FEET
- TP = TYPICAL

**FIRE PROTECTION SCOPE OF WORK**

1. PROVIDE A NEW WATER SOURCE TO SUPPLY THE FIRE PROTECTION SYSTEM FOR THE PARTS STORAGE AND ANGLARY OFFICE AT BUILDING 211 LOCATED AT 85 SEVENTH ROAD IN LATHAM NY. REFER SEE / CIVL PLANS FOR DETAILS.
2. PROVIDE NEW FIRE DEPARTMENT CONNECTION (FDC) AND PIPING. CONTRACTOR IS RESPONSIBLE FOR FINAL ROUTING OF NEW FDC TYPING AND COORDINATION OF LOCATION WITH THE TOWN FIRE DEPARTMENT. PROVIDE SIGNAGE STATING THE PORTION OF THE BUILDING THE FDC SERVES.
3. PROVIDE PRODUCT SUBMITTALS, SHOP DRAWINGS AND HYDRAULIC CALCULATIONS FOR REVIEW AND APPROVAL. IN ACCORDANCE WITH NFPA-13 REFER TO THE HYDRAULIC CALCULATIONS NOTES FOR ADDITIONAL INFORMATION.
4. PROVIDE HANGING AND BRACING IN ACCORDANCE WITH NFPA-13.
5. PROVIDE SHAPE SPRINKLER CABINET, SHAPE SIGNALMENT, SPRINKLER WITCH(S) AND A LIST OF INSTALLED SPRINKLERS IN ACCORDANCE WITH NFPA-13.
6. CONTRACTOR SHALL CONDUCT A THOROUGH EXAMINATION OF THE PREMISES PRIOR TO PREPARING A PROPOSAL. ANY CHANGES TO THE DESIGN MADE NECESSARY BY FIELD CONDITIONS SHALL BE COVERED TO THE CONTRACTOR'S PROPOSAL. IF ADDITIONAL COSTS BEYOND THE PROPOSAL PRICE WILL BE ACCEPTED FOR FIELD CONDITIONS THAT COULD HAVE BEEN DETERMINED BY AN INSPECTION OF THE PREMISES.
7. UPON REQUEST, CONTRACTOR SHALL PROVIDE RED-LINE DRAWINGS AND/OR AS-BUILT DRAWINGS. DRAWINGS SHALL BE SUBMITTED IN PDF AND AUTOCAD FORMATS. CONTRACTOR SHALL PROVIDE FINAL AS-BUILT DRAWINGS AND AS-BUILT HYDRAULIC CALCULATIONS IN THE GFM MANUAL.

**HYDRAULIC DESIGN CRITERIA**

WATER FLOW TEST	
STATIC 78 PSI	
TEST DATE 5/8/2014	
FLOW 1150 GPM	
DATE 5/8/2014	

NOTE: SPRINKLER CONTRACTOR SHALL PERFORM AND WITNESS A HYDRAULIC FLOW TEST WHICH SHALL BE USED FOR CONTRACTOR'S HYDRAULIC CALCULATIONS. PRESSURE AND FLOW READINGS SHALL BE TAKEN FROM WATER MAIN WITHIN FEET OF THE BUILDING.

**PIPE HANGERS AND SUPPORTS**

1. ACCEPTABLE PRACTICES ALL SUPPORT SYSTEMS ARE TO BE UL LISTED AND FM APPROVED AND INSTALLED IN ACCORDANCE WITH NFPA-13.
2. PROVIDE SWAYE RING TYPE HANGERS UNLESS NOTED OTHERWISE.
3. HANGERS SHALL BE WELD, LOW CARBON STEEL, FULLY THREADED OR WELDED AT EACH END, WITH TWO NIPS AT EACH END FOR POSITIONING, BOLTS AND LOCKING EACH IN PLACE.
4. PROVIDE HANGER ROD SIZES ACCORDING TO NFPA-13.
5. RISER CLAMPS: GALVANIZED IRON OR STEEL.
6. PIPE HANGERS OR OTHER SUPPORTS SHALL NOT BE ATTACHED TO DUCTWORK, CONDUITS, PIPES OR OTHER STRUCTURAL ELEMENTS OF THE BUILDING.

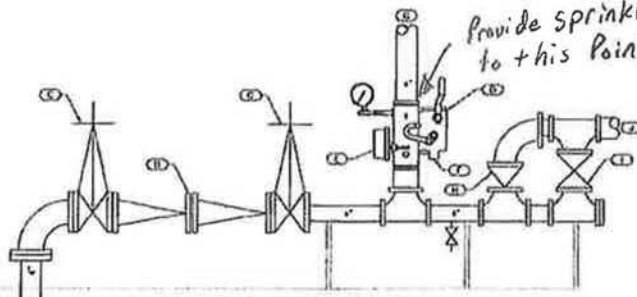
**TESTING**

1. AFTER COMPLETING THE BRANCH PIPING SYSTEM, THE CONTRACTOR SHALL INDIVIDUALLY TEST THE FIRE SPRINKLER PIPING FOR A PERIOD OF TWO HOURS AT NOT LESS THAN 200 PSI, OR AT 20 PSI IN EXCESS OF THE MAXIMUM OPERATING STATIC PRESSURE WHEN THE STATIC PRESSURE IS IN EXCESS OF 150 PSI. THE CONTRACTOR SHALL CHECK THE SYSTEM FOR LEAKS AND MEASURE THE HYDRAULIC PRESSURE AT THE LOW POINT OF EACH SYSTEM ON JOINT BEING TESTED.
2. THE CONTRACTOR SHALL PERFORM REFILL PIPING AND FITTINGS AS REFERRED TO ELIMINATE LEAKS IN ACCORDANCE WITH NFPA/IFPA STANDARDS FOR "LITTLE OR NO LEAK" AND RETEST AS SPECIFIED TO DEMONSTRATE COMPLIANCE.
3. UPON SATISFACTORY COMPLETION AND TESTING OF THE BRANCH PIPING SYSTEM, THE CONTRACTOR SHALL PROVIDE THE OWNER WITH A LETTER CERTIFYING THAT THE BRANCH PIPING SYSTEM HAS BEEN COMPLETED IN ACCORDANCE WITH NFPA/IFPA 43 STANDARDS AND IS OPERATIONAL, COMPLETE AND WITHOUT DEFECTS.

**SPRINKLER NOTES**

1. INSTALLATION WORK SHALL NOT PROCEED UNTIL SUBMITTALS HAVE BEEN RECEIVED, APPROVED AND APPROVED IN ACCORDANCE WITH THE REQUIREMENTS OF THE CONTRACT DRAWINGS AND THE PRODUCTS SPECIFICATIONS.
2. ALL NEW RISERS ON THE FIRE PROTECTION SYSTEM TO BE ELECTRICALLY SUPERVISED. TYPE AND EXACT LOCATION OF FLOW, PRESSURE AND SUPERVISORY SWITCHES SHALL BE COORDINATED BETWEEN THE DIFFERENT RESPONSIBLE TRADES.
3. MATERIALS:
  - 3.1 ALL 1" PIPING SHALL BE SCHEDULE 40 BLACK STEEL PIPING WITH THREADED CAST IRON FITTINGS (SCHEDULE 10 PIPE WILL NOT BE ALLOWED).
  - 3.2 ALL PIPING 1-1/4" OR LARGER SHALL BE SCHEDULE 10 BLACK STEEL PIPING WITH CROCKETT TYPE FITTINGS AND MECHANICAL COUPLINGS.
4. ALL SPRINKLER WORK SHALL BE IN STRICT CONFORMANCE WITH NFPA-13 "STANDARD FOR INSTALLATION OF SPRINKLER SYSTEMS", NEW YORK STATE BUILDING CODE, AND THE OWNER'S INSURANCE COMPANY.
5. THE BASE BUILDING "CONTRACT DRAWINGS" AND "SPECIFICATIONS" INCLUDING ALL RESPECTIVE ADDENDA AND RULINGS SHALL FORM A PART OF THIS WORK AND ALL WORK SHALL BE SUBJECT TO RESPECTIVE FUTURE REVISIONS.
6. WORK SHALL BE COORDINATED WITH ALL OTHER TRADES AND ENGINEERS TO AVOID CONFLICTS.
7. SPRINKLER CONTRACTOR SHALL ADVISE AND/OR ADJUST SPRINKLERS AS REQUIRED FOR LOCATION OF LIGHTS, SWITCHES, GATE TRAVEL, ETC.
8. ALL EQUIPMENT SHALL BE APPROVED BY OWNER'S INSURANCE COMPANY.
9. LAYOUT OF SPRINKLERS AND HYDRAULIC CALCULATIONS ARE FOR APPROXIMATE WORK. CONTRACTOR USE ONLY SPRINKLER CONTRACTOR SHALL PREPARE FINAL SPRINKLER HEAD LAYOUT AND SHOP DRAWINGS INCLUDING HYDRAULIC CALCULATIONS AND OBTAIN ALL APPROVALS AS REQUIRED. CONTRACTOR SHALL PERFORM AND WITNESS A HYDRAULIC FLOW TEST WHICH WILL BE USED FOR CONTRACTOR'S HYDRAULIC CALCULATIONS.
10. CONTRACTOR SHALL NOT INSTALL ANY SPRINKLER PIPING THAT WILL INTERFERE WITH THE MAINTENANCE/REMOVAL OF HVAC EQUIPMENT.
11. SPRINKLERS SHALL BE LOCATED A MINIMUM OF 50 INCHES AWAY FROM ANY CEILING GRID SUPPORT MEMBERS.
12. CONTRACTOR SHALL DETERMINE BEST LOCATION FOR ROUTING/RE-ROUTING ALL ASSOCIATED SPRINKLER LINES. PIPE ROUTING SHOULD BE USED AND ANY ADDITIONAL COSTS OF FITTINGS REQUIRED FOR PROPER INSTALLATION, COORDINATION WITH OTHER TRADES, AND/OR TO MAINTAIN PROPER CLEARANCES SHALL BE PROVIDED UPON EXISTING STRUCTURAL, MECHANICAL, ELECTRICAL INSTALLATIONS AND ANY OTHER OBSTRUCTIONS OR INTERFERENCES WITH FIRE PROTECTION PIPE ROUTING.
13. PROVIDE SPRINKLERS ABOVE AND BELOW EXPOSED DUCTWORK 4 FEET OR MORE.
14. CUTTING OF STRUCTURAL AND/OR ARCHITECTURAL MEMBERS TO BE DONE ONLY WITH THE WRITTEN APPROVAL OF THE ARCHITECT.
15. PROVIDE ACCESS PANELS TO ALL VALVES ABOVE NON-ACCESSIBLE AREAS.
16. METHODS OF HANGING PIPES, HEADERS AND BRANCHES SHALL BE IN ACCORDANCE WITH NFPA-13.
17. ALL VALVES FOR FIRE SERVICE SHALL BE LISTED BY THE UNDERWRITERS LABORATORIES, INC. AND THE FACTORY MUTUAL LABORATORIES. VALVES SHALL BE FACTORY MARKED "UL" AND "FM", ITS PSI RATING PREVIOUSLY.
18. ALL FIGHTING RISERS SHALL BE ACCOMPANIED BY THE ELECTRICAL SECTION. ALL CONTROL AND REFRESHMENT RISERS SHALL BE ACCOMPANIED UNDER THIS SECTION OF THE SPECIFICATIONS IN ACCORDANCE WITH THE REQUIREMENTS IN THE ELECTRICAL DIVISION. COORDINATE ALL ELECTRICAL ITEMS WITH ELECTRICAL CONTRACTOR.
19. SPRINKLERS SHALL COVER THE ENTIRE AREA OF THE ROOM INCLUDING ABOVE SPRAY SHALL NOT BE BLOODED BY WALLS OR PARTITIONS.
20. MAINTAIN A MINIMUM OF 18 INCHES FROM THE BOTTOM OF THE SPRINKLER DEFLECTOR TO THE TOP OF STORAGE/PILE STORAGE.
21. ALL FIRE PROTECTION SYSTEMS ARE SHOWN SCHEMATICALLY. IF A NEW THE INTENT OF THESE PLANS IS TO SHOW ALL LISTED COMPONENTS, SUCH AS PIPING, FITTINGS, VALVES, ETC. CONTRACTOR IS RESPONSIBLE FOR INSTALLING SYSTEM PER ALL APPLICABLE CODES.
22. PROVIDE A PERMANENTLY ATTACHED HYDRAULIC DESIGN INFORMATION SIGN STATING THE REQUIRED DESIGN CRITERIA FOR EACH HYDRAULICALLY DESIGNED SYSTEM.
23. THE SPRINKLER PIPING LAYOUT AND PIPE SIZES SHOWN ON THE CONTRACT DOCUMENTS ARE TO DEFINE THE DESIGN INTENT FOR CONTRACTOR'S DESIGN AND FOR FUTURE SUBMISSION TO THE AUTHORITY HAVING JURISDICTION. THE WORK OF THE CONTRACTOR INCLUDES HYDRAULIC CALCULATIONS AND FABRICATION SHOP DRAWINGS FOR THE ACTUAL INSTALLATION CONDITIONS.
24. A TEMPERATURE OF 40 DEGREES FARENHEIT SHALL BE MAINTAINED AT ALL TIMES (BY OTHERS) FOR ALL NEW FIRE SPRINKLER SYSTEMS.
25. THE "SOURCE" NODE POINT IN CONTRACTOR'S HYDRAULIC CALCULATIONS SHALL BE LOCATED AT THE LOCATION OF THE PRESSURE GAUGE INSTANT FROM THE CONTRACTOR'S INSTANT FLOW TEST. ALL PIPING AND FITTINGS BETWEEN THE BUILDING AND THE PRESSURE GAUGE INSTANT SHALL BE INCLUDED IN THE CONTRACTOR'S HYDRAULIC CALCULATIONS.
26. OUTDOOR HOSE ALLOWANCES SHALL BE INCLUDED IN HYDRAULIC CALCULATIONS AT THE POINT OF CONNECTION OF THE BUILDING SPRINKLER WATER SERVICE ENTRANCE MAIN TO THE CITY WATER MAIN. OR AT THE LOCATION OF THE NEAREST HYDRANT, WHICHEVER IS CLOSER TO THE SPRINKLER SYSTEM MAIN.

*Provide sprinkler system in ceiling (RR-101) to this point (Just at the top of the control valve)*



- INSTALLATION LEGEND**
- (A) 1" WATER SERVICE ENTRANCE REFER TO SITE / CIVL PLANS FOR CONNECTION
  - (B) PROVIDE 4" DOUBLE CHECK BACKFLOW PREVENTER BASIS OF DESI MODEL 300
  - (C) PROVIDE TAMPER SWITCH ON ALL CONTROL VALVES (TYP.)
  - (D) 4" RISER CONTROL MODULE WITH PRESSURE RELIEF VALVE
  - (E) FLOW SWITCH ACTUATION OF FLOW SWITCH SHALL ACTIVATE ELECTRIC GONG
  - (F) SYSTEM TEST/DRAIN CONNECTION PIPE TO BUILDING EXTENDER
  - (G) 4" TO PARTS STORAGE AND OFFICE AREAS
  - (H) 4" CHECK VALVE WITH AUTOMATIC BALL DRIP
  - (I) 4" O.S.B.T. GATE VALVE LOCKED IN THE CLOSED POSITION FDC SET BACKFLOW PREVENTION TEST DEVICE
  - (L) 4" TO FDC COORDINATE TYPE AND LOCATION WITH LOCAL FIRE DEPT

- NOTE:**
1. INSTALLED AT THE WATER SERVICE ENTRANCE, BACKFLOW PREVENTION DEVICE FOR FIRE PROTECTION SYSTEM ONLY.
  2. THE FIRE PROTECTION CONTRACTOR SHALL OBTAIN ALL APPROVALS FOR THE COMPLETE INSTALLATION OF THE BACKFLOW PREVENTION DEVICE INCLUDING BUT NOT LIMITED TO NYSDOH APPROVAL.
  3. THE FIRE PROTECTION CONTRACTOR SHALL PROVIDE ADDITIONAL TAMPER AND FLOW SWITCHES AS PART OF THIS CONTRACT BASED ON THE CONTRACTOR'S WORKING DRAWINGS.
  4. CONTRACTOR SHALL COORDINATE BACKFLOW PREVENTION AND CROSS CONNECTION CONTROL REQUIREMENTS WITH LOCAL AND WATER DEPARTMENT PRIOR TO PREPARING A PROPOSAL WHERE THE LOCAL AND/OR WATER DEPARTMENT REQUIRES A LEVEL OF CROSS CONNECTION CONTROL ABOVE THE DOUBLE CHECK BACKFLOW PREVENTION DEVICE SPECIFIED ON THESE DRAWINGS. THE ENGINEER SHALL BE NOTIFIED PRIOR TO SUBMISSION OF PROPOSAL, AND ADDITIONAL COSTS TO THE PROPOSAL PRICE WILL BE ACCEPTED FOR AN INCREASE IN THE LEVEL CROSS CONNECTION CONTROL. THE LOCAL REQUIREMENT FOR INSTALLATION OF THE BACKFLOW PREVENTION DEVICE, INCREASE IN PIPE SIZES TO COVER ADDITIONAL FRICTION LOSS FROM THE INSTALLATION OF AN RPP BACKFLOW PREVENTION DEVICE, ETC) THAT COULD HAVE BEEN DETERMINED BY COORDINATING THE LOCAL AND WATER DEPARTMENT PRIOR TO PREPARING THE PROPOSAL.





424 Old Niskayuna Road  
Latham, New York 12110

Telephone (518) 785-4100  
Fax (518) 785-4660

build@roschbrothers.com  
www.roschbrothers.com

July 18, 2019

Albany Airport  
Attn: John LaClair  
Administration Building  
Albany, NY 12211

Re: Commutair  
Albany Airport  
Sicker Road, Albany, NY  
RBI # 19--010

**Additional Fire Alarm Work  
Proposal 08**

Dear John

We propose to provide all material, equipment, and labor necessary to complete additional fire alarm work as proposed by Johnson Controls through LaCorte Electric. This was necessitated because of work added by scope changes and fire protection sprinkler drawings and as discussed at the job meeting this week. **The amount is \$6,375.00**

**Proposal 08 – Additional Fire Alarm Work:**

Rosch Brothers – see attached spreadsheet.....	\$6,375.00
<b>Proposal 08 – Total.....</b>	<b>\$6,375.00</b>

If you have any questions, please call.

Sincerely,  
William Rosch

Rosch Brothers, Inc.  
518-573-8265



**PROPOSAL 08**

Estimator: WR Est #: 19-010  
 Checker: SR Date: 7/18/2019  
 Architect: \_\_\_\_\_ N/A

Project: Commutair Contact: John LaClair  
 Address: 85 Sicker Road Title: Operations Manager  
 City, State: Latham, NY 12110 Phone #: 518-378-5959  
 Email: jlaclair@albanyairport.com

**08 Additional Fire Alarm Work**

Total Material	\$ 25			
Total Equipment	\$ -		\$ -	
Total M&E		\$ 25		\$ -
Total Labor (Gross Wages)	\$ 356			
Labor Burden	84%	\$ 299	84%	\$ -
		\$ 655		\$ -
General Conditions		\$ -		
<b>Total RBI Costs</b>		<b>\$ 680</b>		<b>\$ -</b>
Subcontractor Cost	\$ 4,302			
Sub Insurance	0.00%	\$ -	\$ 4,302	0.00%
<b>Total Direct Cost</b>		<b>\$ 4,982</b>		<b>\$ -</b>
Overhead	10%	\$ 498	10%	\$ -
Sales Tax	0%	\$ -		\$ -
<b>Total Job Cost</b>		<b>\$ 5,480</b>		<b>\$ -</b>
Bond	3.25%	\$ 178	3.25%	\$ -
Limits Insurance	2.50%	\$ 137	2.50%	\$ -
<b>Total Before Profit &amp; Adjustments</b>		<b>\$ 5,795</b>		<b>\$ -</b>
Job Profit	10%	580	10.00%	0
Allowance		0		0
Adjustments				0
<b>Total</b>		<b>\$ 6,375</b>		<b>\$ -</b>
Price Quoted		\$ 6,375		







630 7th Avenue, Troy, N.Y. 12182  
Voice: (518) 880-1118  
Fax: (518) 286-2830  
e-mail: [sgallagher@lacorte.com](mailto:sgallagher@lacorte.com)

**CHANGE ORDER TRANSMITTAL**

**TO:** Rosch Bros. Inc.

**DATE:** 7/12/2019

**ATTN:** Bill Rosch

**FROM:** Sean Gallagher PROJECT MANAGER

**PROJECT:** COMMUTAIR

**LOCATION:** Commutair Albany Airport BLD. 211

**CHANGE PROPOSAL #:** #3 ( X ) Solicited Proposal ( ) Unsolicited

**DESCRIPTION OF WORK:**  
Additional fire alarm devices.

**TOTAL PROPOSED MATERIAL & LABOR** W/OH&P ( X ) ADD \_\_\_\_\_

**TOTAL CHANGE:** \$4,302.10 ( ) DEDUCT \_\_\_\_\_

( ) TAX EXCLUDED

**ESTIMATE OF COST:** ( X ) ATTACHED. ( ) NOT ATTACHED

Print to starting any portion of this proposed change order, written confirmation of acceptance of this cost must be received from your office. Should you have any questions regarding the above, please do not hesitate to contact me.

Very truly yours,  
LaCorte COMPANIES INC.

Sean Gallagher  
PROJECT MANAGER  
[sgallagher@lacorte.com](mailto:sgallagher@lacorte.com)

Cost Summary Sheet

LACORTE COMPANIES

Date 7/12/2019

Estimate sheet summary	Materials	Labor hours	
Page 1	<b>\$254.32</b>	<b>25.45</b>	
JOHNSON CONTROLS	<b>\$1,300.00</b>		
<b>Subtotal</b>	<b>\$1,554.32</b>	<b>25.45</b>	<b>0.00</b>
<b>Direct Job expenses</b>			
		\$0.00	
		\$0.00	
		\$0.00	
		\$0.00	
<b>Subtotal</b>		<b>\$0.00</b>	
<b>Subcontract quotes</b>			
Johnson Controls		\$1,300.00	
Total Sub quotes		\$1,300.00	
<b>LABOR</b>			
	<b>Straight Time</b>		
Labor rate electrician		\$39.35	
<b>Supplemental benefits</b>			
Flat rate		\$28.17	
<b>Payroll Taxes and Insurances</b>			
F.I.C.A.	7.65%		
Fed Unemployment	0.80%		
State Unemployment	9.50%		
W.C.	9.02%		
Misc. Insurance	4.80%		
Disability	<u>4.59%</u>		
(liability, Auto, Property)	<b>36.36%</b>	<b>\$14.31</b>	
		<b>\$81.83</b>	
Total Estimated Hours	25.45	\$81.83	\$2,082.51
Foreman	5%	1.27	\$104.13
<b>Subtotal</b>			<b>\$2,186.64</b>
<b>Summary</b>			
Labor Subtotal			\$2,186.64
Material Subtotal			\$1,554.32
Tax on materials	0%		\$0.00
Subtotal			\$3,740.96
Mark up	15%		\$561.14
<b>total cost</b>			<b>\$4,302.10</b>

ESTIMATE SHEET

JOB NAME		COMMUTAIR		LACORTE		Page 3	
LOCATION:							
JOB DESCRIPTION:		Estimate Page 4					
	DESCRIPTION	QUANTITY	MATERIAL	MATERIAL	LABOR	LABOR	LABOR 1-1/2
			PRICE/UNIT	EXT.		EXT.	HRS/UNIT
1	3/4" EMT	80.00	0.78	\$62.40	0.05	4.000	
2	3/4" EMT CONNECTORS	14.00	2.00	\$28.00	0.3	4.200	
3	3/4" EMT COUPLING	8.00	2.63	\$21.04	0.14	1.120	
4	3/4" ONE HOLE STRAPS	16.00	0.26	\$4.16	0.04	0.640	
5	4" SQUARE BOX	6.00	2.97	\$17.82	0.06	0.360	
6	4" OCTAGON BOX	2.00	3.08	\$6.16	0.05	0.100	
7	CEILING BOX HANGER	8.00	4.38	\$34.96	0.00	0.480	
8	3/4" FLEXIBLE METAL CONDUIT	10.00	1.08	\$10.80	0.08	0.600	
9	14/2 FIRE ALARM CABLE	80.00	0.51	\$40.80	0.02	1.200	
10	16/2 FIRE ALARM CABLE	100.00	0.38	\$38.00	0.016	1.600	
11		0.00	0.00	\$0.00		0.000	
12	SMOKE DETECTOR	2.00	0.00	\$0.00	0.85	1.700	
13	HEAT DETECTOR	1.00	0.00	\$0.00	0.85	0.850	
14	FLOW SWITCH	2.00	0.00	\$0.00	1.2	2.400	
15	TAMPER SWITCH	2.00	0.00	\$0.00	1.2	2.400	
16	RELAY	4.00	0.00	\$0.00	0.6	2.400	
17	HORN STROBE	1.00	0.00	\$0.00	0.75	0.750	
18	STROBE	1.00	0.00	\$0.00	0.75	0.750	
19		0.00		\$0.00		0.000	
20		0.00		\$0.00		0.000	
21		0.00		\$0.00		0.000	
22		0.00		\$0.00		0.000	
23		0.00		\$0.00		0.000	
24		0.00		\$0.00		0.000	
25		0.00		\$0.00		0.000	
26		0.00		\$0.00		0.000	
27		0.00		\$0.00		0.000	
28		0.00		\$0.00		0.000	
29		0.00		\$0.00		0.000	
30		0.00		\$0.00		0.000	
<b>TOTAL COSTS:</b>				\$254.32		25.450	



1399 Vischer Ferry Rd  
 CLIFTON PARK, NY 12085-6325  
 (518) 952 6040  
 FAX: (518) 383 4708

**Johnson Controls Quotation**

TO:  
 Lacorte Companies, Inc.  
 630 7th Ave  
 TROY, NY 12182-2507

Project: Commutair - Alternate Scope  
 Customer Reference:  
 Johnson Controls Reference: 101429024  
 Date: 07/12/2019  
 Page 1 of 5

Johnson Controls is pleased to offer for your consideration this quotation for the above project.

QUANTITY	MODEL NUMBER	DESCRIPTION
	Add to FA System	
	Add to FA System	
	FA Devices	
1	4098-9714	PHOTO SENSOR
1	4098-9792	SENSOR BASE
1	4098-9733	HEAT SENSOR
1	4098-9792	SENSOR BASE
4	4090-9001	SUPERVISED IAM
4	4090-9810	BRACKET, IAM
4	4090-9807	COVER-ADDRESS MODULE SURFACE
1	4906-9127	HORN/STROBE MC RED
1	4906-9101	STROBE MC RED
	Professional Services - Add to FA System	
	CAD LAB	CAD LABOR
	PM LAB	PROJECT/CONSTRUCTION MGMT
	Technical Services - Add to FA System	
	TECH LAB	TECHNICAL SERVICE

**Total net selling price, FOB shipping point, \$1,300.00**

**Comments**

The above quotation does not include installation but includes final control connections and assistance in testing of the system by a SimplexGrinnell technician.

All installation of above equipment and any associated back boxes, wire, conduit and raceway provided by others.

All engineering, submittals, shop drawings, functional acceptance test and full customer training included.

The above quotation is valid for (30) thirty days and is based upon acceptance of delivery within (1)

THIS QUOTATION AND ANY RESULTING CONTRACT SHALL BE SUBJECT TO THE GENERAL TERMS AND CONDITIONS ATTACHED HERETO.  
 Fire, Security, Communications, Sales & Service  
 Offices & Representatives in Principal Cities throughout North America



Project: Commutair - Alternate Scope  
Customer Reference:  
Johnson Controls Reference: 101429024  
Date: 07/12/2019  
Page 2 of 5

## Johnson Controls Quotation

### Comments (continued)

one year.

Warranty is 1 year.

The above quotation does not include sales or applicable use tax.



424 Old Niskayuna Road  
Latham, New York 12110

Telephone (518) 785-4100  
Fax (518) 785-4660

build@roschbrothers.com  
www.roschbrothers.com

July 18, 2019

Albany Airport  
Attn: John LaClair  
Administration Building  
Albany, NY 12211

Re: Commutair  
Albany Airport  
Sicker Road Albany, NY  
RBI # 19--010

**Replace Deteriorated Drain Lines  
Proposal 09**

Dear John

We propose to provide all labor, material, and equipment to replace deteriorated drain and vent lines servicing the toilet rooms. They were discovered upon opening the walls. We also included two access panels that are required at clean outs. The work was authorized by Kevin Hehir on site. **The amount is \$5,436.00**

**Proposal 09 – Replace Deteriorated Drain Lines:**

Rosch Brothers – see attached spreadsheet.....\$5,436.00

**Proposal 09 – Total.....\$5,436.00**

If you have any questions, please call.

Sincerely,  
William Rosch

Rosch Brothers, Inc.  
518-573-8265



**PROPOSAL 09**

Estimator: WR  
 Checker: SR

Est #: 19-010  
 Date: 7/18/2019

**Job Estimate Summary**

Architect: N/A

Project: Commutair Contact: John LaClair  
 Address: 85 Sicker Road Title: Operations Manager  
 City, State: Latham, NY 12110 Phone #: 518-378-5959  
 Email: jlaclair@albanyairport.com

**09 Replace Deteriorated Drain Lines**

Total Material	\$ 86		\$ 86
Total Equipment	\$ -		\$ -
Total M&E		\$ 86	\$ 86
Total Labor (Gross Wages)	\$ 628		
Labor Burden	94% \$ 590		94% \$ -
		\$ 1,218	\$ -
General Conditions	\$ -		
<b>Total RBI Costs</b>		<b>\$ 1,304</b>	<b>\$ 86</b>
Subcontractor Cost	\$ 2,944		
Sub Insurance	0.00% \$ -	\$ 2,944	0.00%
<b>Total Direct Cost</b>		<b>\$ 4,248</b>	<b>\$ 86</b>
Overhead	10% \$ 425		10% \$ 9
Sales Tax	0% \$ -		\$ -
<b>Total Job Cost</b>		<b>\$ 4,673</b>	<b>\$ 94</b>
Bond	3.25% \$ 152		3.25% \$ 3
Limits Insurance	2.50% \$ 117		2.50% \$ 2
<b>Total Before Profit &amp; Adjustments</b>		<b>\$ 4,941</b>	<b>\$ 100</b>
Job Profit	10%	494	10.00%
Allowance		0	0
Adjustments			0
<b>Total</b>		<b>\$ 5,436</b>	<b>\$ 110</b>
Price Quoted		\$ 5,436	





NUMBER 1

SHEET 1 OF 1

CHARGE TO: Rosch Brothers

DATE 7/16/2019

AUTHORIZED BY:

JOB

**DESCRIPTION OF WORK**

Repiping of bathroom drain and vent not shown on plans, pumped discharge from sump pit with check valve, replace piping back to main drain line

QTY	MATERIAL	PRICE EA.	AMOUNT	EQUIPMENT & TOOLS		
1	2" check valve	\$41.28	\$41.28	2	Shop Deliveries @	75 \$ 150.00
4	2" 45° elbows	\$1.68	\$6.72		@	\$ -
6	2" 90° elbows	\$1.68	\$10.08		@	\$ -
1	2" union	\$12.95	\$12.95	2,030.16	@	\$ -
60	2" pipe	\$1.10	\$66.00	2,030.16	@	\$ -
1	Pt cleaner	\$12.26	\$12.26	2,030.16	@	\$ -
1	Pt glue	\$12.26	\$12.26			
2	2" Fernco	\$8.13	\$16.27		@	\$ -
1	Misc hangers/hardware	\$75.00	\$75.00			
			\$0.00	<b>TOTAL EQUIPMENT &amp; TOOLS</b> \$ 150.00		
			\$0.00	<b>LABOR &amp; LABOR BURDEN</b>		
				Hrs. Supt @	\$90.00	1Hr \$ -
				24 Hrs. P. Foreman @	\$84.59	1Hr \$ 2,030.16
				Hrs. P. Mechanic @	\$82.59	1Hr \$ -
				Hrs. Apprentice @	\$75.00	1Hr \$ -
				Hrs. Laborer @		1Hr \$ -
				Hrs. S. Foreman @		1Hr \$ -
				Hrs. S. Mechanic @		1Hr \$ -
				<b>TOTAL LABOR, FRINGES, TAXES</b> \$ 2,030.16		
				<b>TOTAL COST MATERIAL</b> \$ 252.82		
				<b>TOTAL COST EQUIPMENT</b> \$ 150.00		
				<b>TOTAL COST LABOR</b> \$ 2,030.16		
				<b>TOTAL</b> \$ 2,432.98		
				Overhead	10 %	\$ 243.30
				<b>TOTAL COST</b> \$ 2,676.28		
				Profit	10 %	\$ 267.63
				<b>TOTAL BILLING</b> \$ 2,943.90		
<b>TOTAL MATERIAL COST</b>			252.82			
<b>PLUS TAXES 0 %</b>			-			
<b>TOTAL COST MATERIALS &amp; TAXES</b>			252.82			

The undersigned is acting as the Owner's / Contractor's Agent in directing the work described and guarantees payment for said worth.

Supervisor

Authorized Customer Representatives



424 Old Niskayuna Road  
Latham, New York 12110

Telephone (518) 785-4100  
Fax (518) 785-4660

build@roschbrothers.com  
www.roschbrothers.com

July 18, 2019

Albany Airport  
Attn: John LaClair  
Administration Building  
Albany, NY 12211

Re: Commutair  
Albany Airport  
Sicker Road Albany, NY  
RBI # 19--010

**Provide Anti-Slip Coating  
Proposal 10**

Dear John

We propose to provide all labor, material, and equipment to provide an anti-slip coating in all the walkways over the new epoxy flooring as requested and per sketch dated July 11, 2019 as prepared by Bergmann Architects. **The amount is \$16,645.00**

**Proposal 10 – Provide Ant-Slip Coating:**

Rosch Brothers – see attached spreadsheet.....\$16,645.00

**Proposal 10 – Total.....\$16,645.00**

If you have any questions, please call.

Sincerely,  
William Rosch

Rosch Brothers, Inc.  
518-573-8265



**Job Estimate Summary**

**PROPOSAL 10**

Estimator: WR

Est #: 19-010

Checker: SR

Date: 7/18/2019

Architect: \_\_\_\_\_

N/A

Project:	<u>Commutair</u>	Contact:	<u>John LaClair</u>
Address:	<u>85 Sicker Road</u>	Title:	<u>Operations Manager</u>
City, State:	<u>Latham, NY 12110</u>	Phone #	<u>518-378-5959</u>
		Email:	<u>jlaclair@albanyairport.com</u>

**10 Anti-Slip Coating**

Total Material	\$ -	\$ -
Total Equipment	\$ -	\$ -
Total M&E	\$ -	\$ -

Total Labor (Gross Wages)	\$ 560	
Labor Burden	94% \$ 526	94% \$ -
	\$ 1,086	\$ -

General Conditions \$ -

**Total RBI Costs \$ 1,086**

Subcontractor Cost	\$ 11,922	
Sub Insurance	0.00% \$ -	\$ 11,922 0.00%

**Total Direct Cost \$ 13,008**

Overhead	10% \$ 1,301	10% \$ -
Sales Tax	0% \$ -	\$ -

**Total Job Cost \$ 14,309**

Bond	3.25% \$ 465	3.25% \$ -
Limits Insurance	2.50% \$ 358	2.50% \$ -

**Total Before Profit & Adjustments \$ 15,132**

Job Profit	10% 1,513	10.00% 0
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Allowance 0

Adjustments 0

**Total \$ 16,645**

Price Quoted \$ 16,645





**Bill Rosch - Rosch Brothers Inc.**

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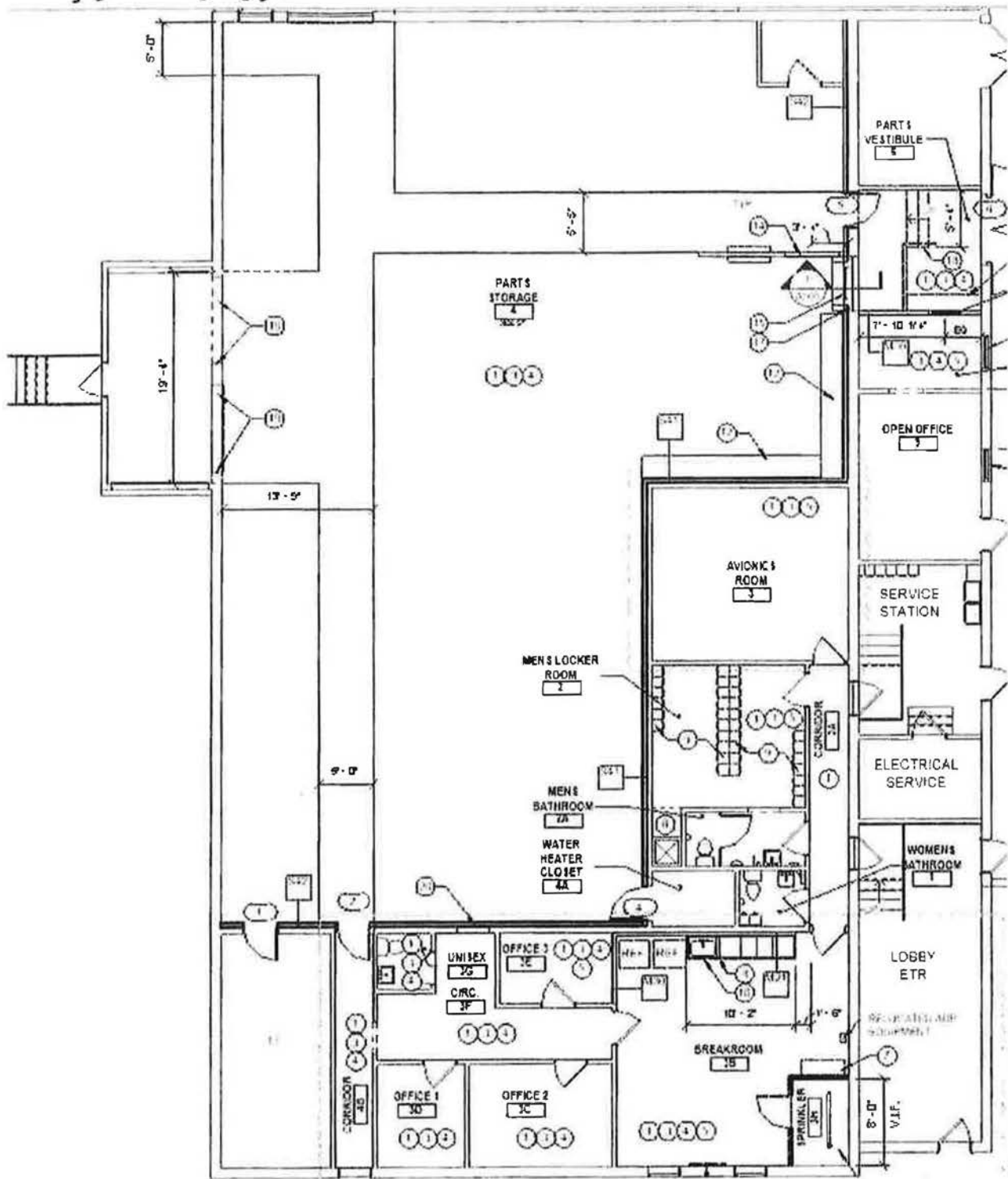
**From:** Giacalone, Ashlee <agiacalone@BERGMANNPC.com>  
**Sent:** Thursday, July 11, 2019 11:51 AM  
**To:** Bill Rosch - Rosch Brothers Inc.; Frank @ Rosch Brothers; jbreannan@teccoatings.com  
**Cc:** John LaClair; Signor, Amy  
**Subject:** CommutAir

Bill,

CommutAir would like a quote to add the anti-slip surface (ICO-Floor Coating with silica sand broadcasted in to it) to the exit aiseways, corridors, breakroom, and locker room as shown below. I calculated the square footage of area to be covered to be a little under 2,000 square feet.

John,

This quote is for CommutAir to determine if they want to provide additional slip protection. We can determine how the costs gets handled if they decide it is something they want to pursue.



\*Thank

you,

Ashlee Giacalone, AIA, NCARB, MBA | Project Architect  
 518.556.3627 | mailto:agiacalone@bergmannpc.com

**BERGMANN**  
 Architects | Engineers | Planners



**AGENDA ITEM NO. 12**

**Authorization of Federal and State Grants**

**AGENDA ITEM NO. 13**

**Emergency Procurement Approvals by CEO –  
Informational Only**

**HANDOUT  
AGENDA ITEM NO. 13.1**

**Presentation of Plan of Finance and letters of  
recommendation for the sale of \$55,000,000  
(fifty five million) of Bonds by Private Negotiated Sale**

**HANDOUT**  
AGENDA ITEM NO: 13.1  
MEETING DATE: October 7, 2019

**ALBANY COUNTY AIRPORT AUTHORITY  
INFORMATIONAL**

**DEPARTMENT:** Finance

Contact Person: *Michael F. Zonsius, Chief Financial Officer*

**PURPOSE:**

Presentation of Plan of Finance and letters of recommendation for the sale by Private Negotiated Sale of (1) Bonds in an aggregate principal amount not to exceed \$11,000,000 to finance various capital improvements and (2) Refunding Bonds in an aggregate principal amount not to exceed \$55,000,000 to refund the Authority's Series 2010A Bonds.

**PROCEDURE FOR ISSUANCE OF BONDS:**

The "Guidelines for Establishing Procedures for the Selection of Underwriters; For the Sale of the Authority's Bonds; and Certain Other Matters" adopted by the Authority on August 7, 1995, as amended (the "Bond Sale Guidelines"), prescribes the requirements for the sale of bonds by the Authority pursuant to Section 2785 of the Albany County Airport Authority Act, Title 32 of Article 8 of the Public Authorities Law (the "Act"). The Master Resolution adopted by the Authority on January 6, 1997 requires a Supplemental Resolution for each of the bonds issued by the Authority. Pursuant to the Act, the issuance of the Bonds and the Refunding Bonds referenced above will require the approval of the Comptrollers of the County of Albany and the State of New York.

**BACKUP MATERIALS:**

Plan of Finance including:

- Letter of recommendation from Independent Registered Municipal Advisor;
- Letter of recommendation from Chief Financial Officer;
- Letter of recommendation from the Chairman required under the Bond Sale Guidelines;
- Memorandum describing Plan of Financing;
- Financing Schedule;
- Bond Sale Guidelines;
- Draft Fifteenth Supplemental Resolution – New Money Project; and
- Draft Sixteenth Supplemental Resolution – Refunding Project.



August 23, 2019

Albany County Airport Authority  
Administration Building, Suite 204  
737 Albany Shaker Road  
Albany, NY 12202

Dear Sirs:

Public Resources Advisory Group (“PRAG”) is serving as the financial advisor to the Albany County Airport Authority (the “Authority”). The Authority is contemplating the issuance of bonds to finance approximately \$10 million of projects included in the Authority’s 2014-2019 Capital Plan (the “New Money Bonds”) and to current refund \$43.83 million of its Series 2010A Bonds which are callable on June 15, 2020 (the “Refunding Bonds”). We have been asked by the Authority’s CFO to provide our recommendations as to the process by which the Authority sells the New Money and Refunding Bonds. Also, assuming the Authority chooses to use Private Negotiated Sales, we have been asked to recommend the selection of underwriters.

The Authority plans to issue New Money Bonds in 2019. To execute a current refunding (advance refundings are not allowed by law at this time), the Refunding Bonds cannot be issued before March 18, 2020 (90 days before the call date). However, the Refunding Bonds could be priced together with the New Money Bonds on a forward basis. A forward refunding involves paying a forward premium but eliminates interest rate risk and results in reduced Costs of Issuance. Based on our analysis of these factors, we believe that the Authority should consider one bond issuance in 2019 as an alternative to two separate bond issues, one in November 2019 and the other in March 2020.

In the airport sector of the municipal market, all bonds are sold through negotiated sales, as these transactions are complex and require a complete understanding of airport revenue sources and operations. Investors have to be educated about each airport’s credit and this is accomplished through extensive marketing efforts by the underwriters. In competitive sales, underwriters do not market the bonds as they do not know whether they will win the bid. It should also be mentioned that the Authority is an infrequent issuer, the amounts to be issued are relatively small and the Authority’s credit ratings, while sound, are somewhat low for a competitive bond sale. Credit enhancement, such as bond insurance, is less available and, when available, less cost effective than it had been in the past. Considering these circumstances, we usually recommend that the Authority employ Private Negotiated Sales to implement its bond transactions.

To execute Private Negotiated Sales, the Authority will need to engage one or more underwriting firms. On August 6, 2019, the Authority issued a Request for Proposal for Underwriting Services (“RFP”) to select underwriters for both New Money and Refunding Bonds.



On August 20, 2019, the Authority received proposals from the following eight firms:

KeyBanc Capital Markets  
M&T Securities, Inc.  
Morgan Stanley & Co. LLC ("Morgan Stanley")  
Oppenheimer & Co. Inc.  
Samuel A. Ramirez & Co., Inc. ("Ramirez")  
RBC Capital Markets  
Roosevelt & Cross Incorporated ("Roosevelt & Cross")  
Siebert Cisneros Shank & Co., L.L.C.

Summaries of the proposals and of the proposed pricing spreads are attached to this letter.

Based on the review of the proposals, we recommend that the Authority select Morgan Stanley as a senior manager of the transactions, with Ramirez and Roosevelt & Cross as co-managers. All three firms submitted proposals that demonstrated their superior knowledge of the Authority and its credit, and the ability to price its bonds at competitive levels. If the Authority decides to have two separate bond transactions, the New Money Bonds would total approximately \$8 million. On transactions of \$15 million or below, a syndicate of three underwriting firms is larger than needed to clear the market for the Authority's bonds. The compensation to underwriters is modest, and asking one firm to lead the transaction and perform all of the functions of "lead manager", while splitting the available compensation among three firms, does not provide adequate incentive to the lead firm. Consequently, PRAG would suggest that a single underwriting firm would be sufficient to complete the transaction. In such case, we recommend that Morgan Stanley should be appointed as the only underwriter.

We are prepared to discuss these recommendations at any time, at the Committee's convenience. We are looking forward to working with the Authority on the upcoming bond issue.

Sincerely,

A handwritten signature in cursive script that reads "Monika Conley".

Monika Conley  
Senior Managing Director

Attachments



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](http://www.flyalbany.com)

October 7, 2019

Rev. Kenneth J. Doyle, Chairman  
Albany County Airport Authority  
Albany International Airport  
Administration Building  
Suite 200  
Albany, New York 12211

Dear Chairman Doyle:

The Authority is being asked to approve the issuance of the Albany County Airport Authority (1) Airport Revenue Bonds, Series 2019 (Non-AMT) (the "Series 2019 Bonds") in an aggregate principal amount not to exceed \$11,000,000 and (2) Airport Revenue Refunding Bonds, Series 2020 (Non-AMT) (Forward Delivery) (the "Series 2020A Bonds") and Airport Revenue Refunding Bonds, Series 2020B (AMT) (Forward Delivery) (the "Series 2020B Bonds" and, collectively with the Series 2020A Bonds, the "Series 2020 Bonds") in an aggregate principal amount not to exceed \$55,000,000. The purpose of issuing the Series 2019 bonds is to finance various capital improvements, including the (1) construction of a parking garage facility, (2) acquisition and installation of various machinery and equipment, and (3) improvements to portions of the terminal area involving the construction and reconstruction of the passenger loading bridges, including but not limited to related professional planning, consultants, architects and engineers, construction management, and inspection services. The purpose of issuing the Series 2020 Bonds is to refund all or a portion of the currently outstanding Series 2010A Bonds.

I am recommending a Private Negotiated Sale of the Series 2019 Bonds and Series 2020 Bonds. There are three substantial reasons for this recommendation. The first substantial reason for a Private Negotiated Sale is that this type of sale enables greater flexibility in determining the amount of the bonds to be refunded by the sale of the Series 2020 Bonds under the market conditions prevailing at the time of pricing so that the refunding savings can be optimized. The second substantial reason for this recommendation is that in the airport sector of the municipal market, all bonds are sold through negotiated sales, as these transactions are complex and require a complete understanding of airport revenue sources and operations; and investors have to be educated about each airport's credit and this is accomplished through extensive marketing efforts by the underwriters. The final substantial reason is that the Authority is an infrequent issuer, the amounts to be issued are relatively small and the Authority's credit ratings, while sound, are somewhat low for a competitive bond sale. Additionally, credit enhancement, such as bond insurance, is less available and, when available, less cost effective than it had been in the past. Therefore a Private Negotiated Sale of the Series 2019 Bonds and Series 2020 Bonds will allow the Authority to work closely with the underwriting syndicate formed for the negotiated sale of the Series 2019 Bonds and Series 2020 Bonds and our financial advisor to accomplish the Authority's financing objectives for the sale of the Series 2019 Bonds and Series 2020 Bonds.

Please call me with any questions you may have about my recommendation.

Sincerely,

Michael F. Zonsius  
Chief Financial Officer



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

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FINANCE FAX: 518-242-2640  
SITE: [www.flyalbany.com](http://www.flyalbany.com)

October 7, 2019

Members of the Authority  
Albany County Airport Authority  
Albany International Airport  
Administration Building  
Suite 200  
Albany, New York 12211

Ladies and Gentlemen:

Pursuant to Section 2785 of the Albany County Airport Authority Act, Title 32 of Article 8 of the Public Authorities Law (the "Act"), and Section 3 of the "Guidelines for Establishing Procedures for the Selection of Underwriters; For the Sale of the Authority's Bonds; and Certain Other Matters" (the "Guidelines") adopted by the Albany County Airport Authority (the "Authority") on August 7, 1995, as amended, and supplemental to actions heretofore taken by the Authority, having considered the factors set forth in Section 4 of the Guidelines and having consulted with the Chief Financial Officer of the Authority, I recommend to the Members of the Authority that the sale of the proposed Albany County Airport Authority (1) Airport Revenue Bonds, Series 2019 (Non-AMT) (the "Series 2019 Bonds") in an aggregate principal amount not to exceed \$11,000,000 and (2) Airport Revenue Refunding Bonds, Series 2020 (Non-AMT) (Forward Delivery) (the "Series 2020A Bonds") and Airport Revenue Refunding Bonds, Series 2020B (AMT) (Forward Delivery) (the "Series 2020B Bonds" and, collectively with the Series 2020A Bonds, the "Series 2020 Bonds") in an aggregate principal amount not to exceed \$55,000,000 to be consummated as a "Private Negotiated Sale."

I respectfully request that the Authority find that the interest of the Authority will be served by the sale of the Authority's Series 2019 Bonds and Series 2020 Bonds at Private Negotiated Sale as structured in the Preliminary Plan of Financing dated October 7, 2019.

Sincerely,

Rev. Kenneth J. Doyle  
Chairman





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

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

**TO:** ACAA Board Members  
**FROM:** Michael F. Zonsius  
**RE:** Plan of Financing  
**DATE:** October 4, 2019

Please allow this memo to serve as an update to the original Plan of Financing dated September 17, 2018 (Exhibit A). A tentative sale date of during the week beginning November 18<sup>th</sup> is planned for the following three bond series:

Series	Type	Tax Status	Interest	Maturity	Par Value
Series 2019	New Money	Non-AMT	3.44%	2020 - 2049	\$ 8,765,000
Series 2020A	Refunding	Non-AMT	2.26	2021 - 2026	4,385,000
Series 2020B	Refunding	AMT	2.49	2020 - 2030	<u>30,540,000</u>
					\$43,690,000

**Background**

Series 2019

On October 18, 2018 the Authority approved the issuance of up to \$25,000,000 in Series 2018 Albany County Airport Revenue bonds to provide a portion of the funding for a, then, \$42.0 million Airport Improvement Project (Parking Garage Construction, Terminal Construction, Parking Lot Equipment). Of this amount the State contributed \$22 million in grant funding. Since then, the cost has escalated from its original \$42.0 million to \$56.7 million. Although there is an increase of \$14.7 million, only \$10.0 million will be funded with debt financing. The increase was driven by scope enhancements that include the addition of a vehicle bridge and lighting to the parking garage, and increased area for terrazzo flooring and restroom upgrades in the terminal.

The projects are not subject to disapproval by a majority of Signatory Airlines and Cargo Carriers as the project does not affect the Airfield and Terminal Cost Centers per the Use and Lease Agreement dated January 1, 2016 Section 9.2(l) Capital Expenditures Not Subject to MII.

Series 2020A and 2020B

Bonds issued in 2010 (Series 2010A) had a 10 year "no call" provision that will expire in 2020. Two series of 2020 bonds are being issued to refund all of the outstanding 2010A series at an estimated net present value savings of approximately \$3.6 million or \$14.6 million over the life of the bonds.

Although the tentative sale for these refunding bonds is planned during the week beginning November 18, the closing of said bonds will not occur until the week beginning March 16, 2020 concurrent with expiration of the "no call" provision in 2020.

The Authority has retained an Independent Registered Municipal Advisor, Public Resources Advisory Group (PRAG) to provide advice and guidance on the issuance of bonds. PRAG has recommended the Authority issue bonds to amortize over 30 years to fulfill its project-funding commitment to the State as depicted in Exhibit B.

The bonds will be sold by a private negotiated sale subject to the approvals of the Comptroller of the County of Albany and the Comptroller of the State of New York.

### **Objective of the Series 2019/2020 Bonds**

The objective of the Series 2019 Bonds is to provide the additional capital needed to fund the \$14.7 million increase in Airport Improvement Projects.

The objective of the Series 2020 Bonds is to provide funds to finance the refunding of all or part of the Authority's Series 2010A outstanding bonds.

### **Plan of Financing**

The term of financing is consistent with the expected useful life of the assets. The attached table of debt service (Exhibits C & D) shows the new combined debt service will decline after 2026 but at that time, the Airport will likely need to finance a terminal expansion and improvement project.

The financing structure used for the tax-exempt bonds will be a Common Plan of Finance Under the Internal Revenue Code. The bonds will be issued in three series: Series 2019 (Non-AMT), not subject to Alternative Minimum Tax; Series 2020A (Non-AMT) and Series 2020B (AMT), subject to Alternative Minimum Tax) and will carry a higher interest rate. The combined payments on the additional debt will be level each year. The bonds will be issued with a 10 year no call-provision as is customary.

Last year the Authority received an upgrade from S&P Global Ratings.

### **Cost of Issuance**

The total projected Cost of Issuance and Underwriter's Discount is \$1,068,664.

### **Recommendation**

The Sources of Airport Capital Financing by project type is depicted in Exhibit E. The table shows Parking projects do not typically have grant funding available and are one of the limited number of Airport projects eligible for full tax-exempt financing.

Respectfully, it is recommended the Authority authorize the issuance the bond Series 2019, Series 2020A, and Series 2020B required to fund the additional costs that are necessary to complete the project and refund the outstanding 2010A bond series for debt service savings.

Attachments

Exhibit A, Plan of Financing dated September 17, 2018

Exhibit B, Sources and Uses

Exhibit C, Aggregate Annual Debt Service to Maturity

Exhibit D, Aggregate Annual Debt Service to Maturity Graph

Exhibit E, Sources of Airport Capital Funds

Exhibit F, Project Cost Schedule



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](http://www.albanyairport.com)  
 ALBANY, NEW YORK 12211-1057

**TO:** ACAA Members  
**FROM:** William J. O'Reilly, CFO  
**RE:** Plan Financing  
**DATE:** September 17, 2018

**Background**

The Albany County Airport Authority's (the Authority) Budget for 2018 included plans to issue \$12 million in bonds for capital projects included in the current five-year capital plan. The five-year 2015-2019 Capital Plan approved by the County of Albany included the issuance of up to \$38.5 million in new debt during the plan. On August 14, 2018 the State of New York announced a \$95 million project to modernize the Airport. The project includes a \$50 million Highway Access project funded by the Airport and a \$42 million Airport Improvement Project for which the State is contributing \$22 million in grant funding. The Airport intends to issue bonds to fund \$14 million of this project cost. The remaining funds will come from sources identified on Attachment A. The Authority is being asked to approve the issuance of up to \$25,000,000 in Series 2018 Albany County Airport Revenue bonds (the Series 2018 bonds) which includes the projects the Authority had planned to proceed with in 2018 and projects that were contingent upon the grant award from the State.

The Authority has retained an Independent Registered Municipal Advisor, Public Resources Advisory Group (PRAG) to provide advice and guidance on the issuance of bonds. PRAG has recommended the Authority issue bonds to amortize over 30 years to fulfill its project-funding commitment to the State as depicted on Attachment A.

The bonds will be sold by a private negotiated sale subject to the approvals of the Comptroller of the County of Albany and the Comptroller of the State of New York. The projects are subject to disapproval by a majority of the Signatory Airlines and Cargo Carriers.

**Objective of the Series 2010 Bonds Refunding Issue**

The objective of the financing is to provide a portion of the capital funds for the projects included in the Authority's 2015-2019 Capital Plan that are commencing.

**Plan of Financing**

The term of financing is consistent with the expected useful life of the assets. Matching financing terms to the asset useful life results in inter-period equity for the Airlines in establishing annual rates and charges. The table of debt service below shows the new combined debt service will decline in 2026 but at that time, the Airport will likely need to finance a Terminal Expansion and Improvement project.

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The financing structure used for the tax-exempt bonds will be a Common Plan of Finance Under the Internal Revenue Code. The bonds will be issued in two series: 2018A (fully tax-exempt) and; Series 2018B (subject to Alternative Minimum Tax). The AMT bonds will carry a higher interest rate and will mature between 2019 and 2034. The fully tax-exempt bonds will mature between 2034 and 2048. The combined payments on the new debt will be level each year. The bonds will be issued with a 10 year no call-provision as is customary.

The Authority has recently received an upgrade from S&P Global Ratings and it discussed the potential bond issuance and notes that the Authority's ratings do contemplate the issuance of these bonds and the preservation of its current liquidity position.

**Recommendation**

The Sources of Airport Capital Financing is depicted on page 4 by project type. The table shows Parking projects do not typically have grant funding available and are one of the limited number of Airport projects eligible for fully tax-exempt financing. It is recommended the Authority issue the bonds required to fund the grant in accordance with the expectation of the Grantor, the State of New York, and in line with the bond rating agency expectation.

PRIOR MEMO

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## SOURCES AND USES OF FUNDS

Albany County Airport Authority Series 2019  
 Forward Refunding of Series 2010A Bonds and Series 2019 New Money  
 \*\* Preliminary \*\*

	Dated Date Delivery Date	11/20/2019 11/20/2019	03/18/2020 03/18/2020	03/18/2020 03/18/2020	03/18/2020 03/18/2020	
Sources:		Series 2019 New Money (Non-AMT)	Series 2020A Refunding (Non-AMT)	Series 2020B Refunding (AMT)	Defeasance of Non-Callable Maturities	Total
Bond Proceeds:						
Par Amount		8,765,000.00	4,385,000.00	30,540,000.00		43,690,000.00
Premium		2,027,411.30	834,385.95	3,881,335.00		6,743,132.25
		<u>10,792,411.30</u>	<u>5,219,385.95</u>	<u>34,421,335.00</u>		<u>50,433,132.25</u>
Other Sources of Funds:						
Equity Contribution					4,593,187.50	4,593,187.50
Series 2010A Interest Account			64,457.82	433,537.50	72,312.50	570,307.82
Series 2010A Principal Account					1,458,750.00	1,458,750.00
Series 2010A Bond Reserve Fund			1,223,598.95	8,288,653.56		9,512,252.51
			<u>1,288,056.77</u>	<u>8,722,191.06</u>	<u>6,124,250.00</u>	<u>16,134,497.83</u>
		<u>10,792,411.30</u>	<u>6,507,442.72</u>	<u>43,143,526.06</u>	<u>6,124,250.00</u>	<u>66,567,630.08</u>
Uses:		Series 2019 New Money (Non-AMT)	Series 2020A Refunding (Non-AMT)	Series 2020B Refunding (AMT)	Defeasance of Non-Callable Maturities	Total
Project Fund Deposits:						
Project Fund		10,000,000.00				10,000,000.00
Refunding Escrow Deposits:						
Cash Deposit			5,873,915.63	38,952,075.00	6,124,250.00	50,950,240.63
Other Fund Deposits:						
New Money Debt Service Reserve Fund		574,500.00				574,500.00
Debt Service Reserve Fund			521,938.60	3,442,133.50		3,964,072.10
		<u>574,500.00</u>	<u>521,938.60</u>	<u>3,442,133.50</u>		<u>4,538,572.10</u>
Delivery Date Expenses:						
Cost of Issuance		175,300.00	87,700.00	610,800.00		873,800.00
Underwriter's Discount		41,085.12	19,970.08	133,809.32		194,864.52
		<u>216,385.12</u>	<u>107,670.08</u>	<u>744,609.32</u>		<u>1,068,664.52</u>
Other Uses of Funds:						
Additional Proceeds		1,526.18	3,918.41	4,708.24		10,152.83
		<u>10,792,411.30</u>	<u>6,507,442.72</u>	<u>43,143,526.06</u>	<u>6,124,250.00</u>	<u>66,567,630.08</u>

## Notes:

Series 2010A Bond Reserve Fund release allocated based upon original issue proceeds of the refunded bonds  
 Escrows are gross funded. Reported savings does not include potential investment earnings  
 Costs of Issuance is a placeholder using ACAA's provided assumption of 2% of par  
 Underwriter's Expenses are not final and are for placeholder purposes only

Exhibit C

AGGREGATE DEBT SERVICE

Albany County Airport Authority Series 2019  
 Forward Refunding of Series 2010A Bonds and Series 2019 New Money  
 \*\* Preliminary \*\*

Period Ending	Series 2019 New Money (Non-AMT)	Series 2020A Refunding (Non-AMT)	Series 2020B Refunding (AMT)	Unrefunded Bonds	Aggregate Debt Service
12/31/2019				8,976,215.63	8,976,215.63
12/31/2020	573,684.03	162,610.42	1,132,525	3,044,900.00	4,913,719.45
12/31/2021	573,000.00	564,250.00	6,012,000	3,059,150.00	10,208,400.00
12/31/2022	571,000.00	572,000.00	6,017,750	3,059,150.00	10,219,900.00
12/31/2023	573,750.00	568,500.00	6,017,000	3,065,400.00	10,224,650.00
12/31/2024	571,000.00	569,250.00	6,019,500	2,962,400.00	10,122,150.00
12/31/2025	573,000.00	564,000.00	6,019,500	2,955,400.00	10,111,900.00
12/31/2026	569,500.00	568,000.00	6,016,500	2,969,650.00	10,123,650.00
12/31/2027	570,750.00	570,750.00		1,838,900.00	2,980,400.00
12/31/2028	571,500.00	572,250.00		1,841,950.00	2,985,700.00
12/31/2029	571,750.00	562,500.00		1,836,425.00	2,970,675.00
12/31/2030	571,500.00	567,000.00		1,833,881.26	2,972,381.26
12/31/2031	570,750.00			1,829,362.50	2,400,112.50
12/31/2032	574,500.00			1,833,056.26	2,407,556.26
12/31/2033	572,500.00			1,834,450.00	2,406,950.00
12/31/2034	570,000.00			1,728,050.00	2,298,050.00
12/31/2035	572,000.00			1,718,150.00	2,290,150.00
12/31/2036	573,250.00			1,471,500.00	2,044,750.00
12/31/2037	573,750.00			1,472,500.00	2,046,250.00
12/31/2038	573,500.00			1,471,500.00	2,045,000.00
12/31/2039	572,500.00			1,473,500.00	2,046,000.00
12/31/2040	570,750.00			1,473,250.00	2,044,000.00
12/31/2041	573,250.00			1,475,750.00	2,049,000.00
12/31/2042	569,750.00			1,470,750.00	2,040,500.00
12/31/2043	570,500.00			1,473,500.00	2,044,000.00
12/31/2044	570,250.00			1,473,500.00	2,043,750.00
12/31/2045	574,000.00			1,470,750.00	2,044,750.00
12/31/2046	571,500.00			1,470,250.00	2,041,750.00
12/31/2047	573,000.00			1,471,750.00	2,044,750.00
12/31/2048	573,250.00			1,470,000.00	2,043,250.00
12/31/2049	572,250.00				572,250.00
	17,161,684.03	5,841,110.42	37,234,775	65,524,990.65	125,762,560.10

Exhibit D

Aggregate Annual Debt Service to Maturity

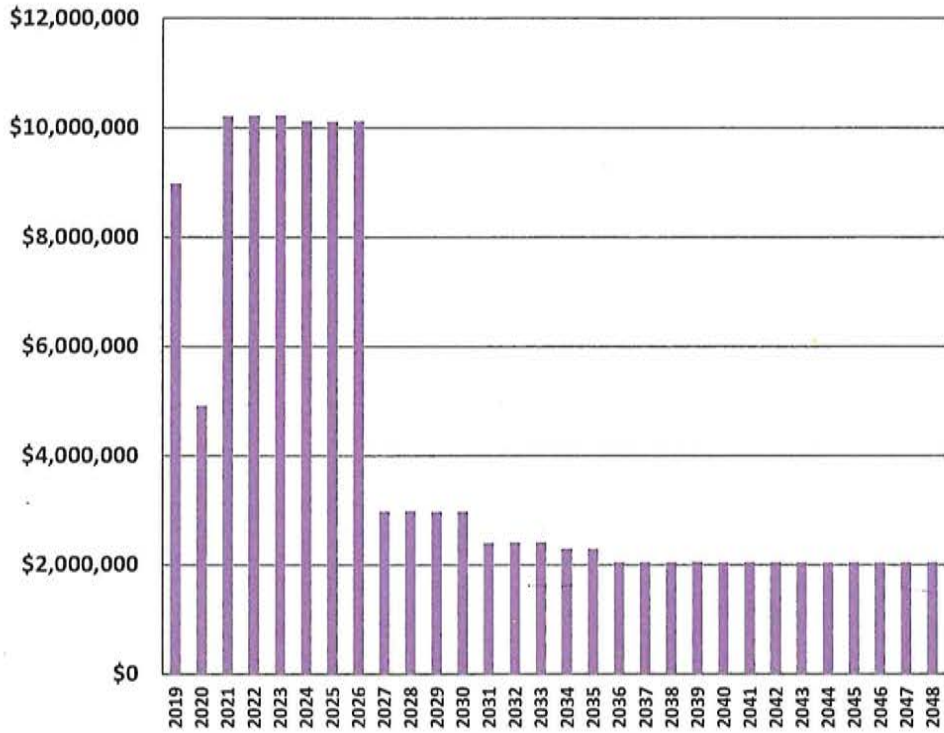




Exhibit E

SOURCES OF AIRPORT CAPITAL

	Airport Revenue		Revenue Bonds			AIP Grants		Passenger Facility Charges		State Grants - Non-AIP	Airport Development Fund	Sale of Land Acquired with FAA Grants
	From Operations	From Airline Capital Contribution	Tax-Exempt	Subject to AMT	Taxable	Entitlement	Discretionary	Pay-as-you-go	AMT Bonds			
Land Acquisition		○	●			○	○				▲	□
Airfield Projects and Equipment		○		●		○	○				▲	□
Terminal Projects		○		●		▲		●	●	▲	▲	□
Security Projects		○		●		○	○	●	●	▲	▲	□
On-airport access roads		○	●			○	○			▲	▲	□
Escalators/Elevators		○		●				●	●	▲	▲	□
Aeronautical/Cargo Tenants		○		●						▲	▲	
Non-Aeronautical/Fed Gov't Tenant		▲			●					▲	▲	
Public Parking		○	●							▲	▲	
Rental Car Facilities		○		●						▲	▲	
On-going maintenance	○										▲	
Planning and preliminary design	○	○								▲	▲	
Airport Liquidity	○										○	
Fuel Farm/FBO		○		●						▲	▲	
Non-Airfield Equipment		○		●						▲	▲	

○ Key Source      ▲ Secondary Source      □ Eligible      ● Eligible/Not Advisable

Exhibit F

Modernization & Renovation of Albany International Airport Funding Sources and Uses  
Tax Exempt Bonds Financing Plan

10/1/2019

Albany Gateway Airport Modernization	PROJECT COST	AIP *	PFC *	NYS	Revised Airport Contribution	ACAA Cash or Future Bonds	ACAA Bonded 11/29/2018 *
Gateway Parking Plaza <i>Allocation by funding</i>	\$ 40,149,577	\$ 870,725 2.2%	\$ -	\$ 15,334,541 38.2%	\$ 23,944,311 59.6%	\$ 8,789,255	\$ 15,155,056
Customer Parking Access Improvements <i>Allocation by funding</i>	3,473,483	-	-	2,648,281 76.2%	825,202 23.8%	825,202	-
Other Passenger Amenities (Terminal Improvements & Solar Panels)							
Upstate Airport Development & Revitalization Grant <i>Allocation by funding</i>	11,511,408		5,119,989 44.5%	4,149,078 36.0%	2,242,341 19.5%	-	2,242,341
FAA AIP	1,961,340	\$ 1,765,206			98,067	98,067	-
Sub Total Passenger Amenities	\$ 13,472,748	\$ 1,765,206	\$ 5,119,989	\$ 4,247,145	\$ 2,340,408	\$ 98,067	\$ 2,242,341
<b>Total Project Costs</b>	<b>\$ 57,095,808</b>	<b>\$ 2,635,931</b>	<b>\$ 5,119,989</b>	<b>\$ 22,229,967</b>	<b>\$ 27,109,921</b>	<b>\$ 9,712,524</b>	<b>\$ 17,397,397</b>
Less State Share of AIP Grant				\$ (98,067)			
Airport Development & Revitalization Grant				\$ 22,131,900	\$ 27,109,921	\$ 9,712,524	\$ 17,397,397

Note: AIP includes \$870,725 in proceeds from disposition of land to Exit 4 project which is restricted to AIP projects. PFC funds include \$5,413,633 from New Project Approval. AIP Share of Terminal Amenities are the Committed and Paid balances for the terminal escalator projects underway. Bonded Amounts include Interest earned on unspent proceeds.

**Albany County Airport Authority**  
**Airport Revenue Bonds**  
**Series 2019 New Money and Series 2020 Refunding**



Sep-19						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

Oct-19						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

Nov-19						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

  Holiday    
   19-Nov Sale Date    
   26-Nov Closing

Week of	Event	Parties
9/2	• Kick-Off Call (9/5)	All
9/16	• First Draft of Bond Resolution Distributed	BC
	• First Draft of Consultant Report Distributed	AC
9/23	• Second Draft of Bond Resolutions Distributed	BC
	• First Draft of Preliminary Official Statement Distributed	UC
	• Working Group Call (9/25)	All
	• Comments Due on First Draft of Documents (9/27)	All
9/30	• Tax Questionnaire Distributed (9/30)	BC
	• Third Draft of Bond Resolutions Distributed (9/30)	BC
	• Second Draft of Bond Documents Distributed (10/2)	BC, UC, AC
	• Board Package for October ACAA Board Meeting Distributed (10/2)	AA, BC
	• Working Group Call (10/2)	All
10/7	• Comments Due on Second Draft of Documents (10/7)	All
	• ACAA Board Meeting - Draft Resolutions Introduced (10/7) (11:30 AM, 3rd Floor)	AA, BC, UW
	• First Draft of BPAs (10/9)	UC
10/14	• TEFRA Hearing	AA, BC
	• Bond Documents Distributed to Moody's/S&P and Insurance/Surety Providers (10/15)	AA, FA, UW
	• Airline Meeting (10/16)	AA
	• Completed Tax Questionnaire Delivered to Bond Counsel (10/18)	AA
10/21	• Meetings/Calls with Moody's/S&P	AA, FA
10/28	• TEFRA Approval Certificate Delivered to County Executive (10/28)	AA, BC
	• Ratings and Insurance/Surety Bids Received (10/29)	AA, FA, UW
11/4	• Due Diligence Conference Call (11/4)	All
	• ACAA Board Meeting - Resolutions Adopted (11/4) (11:30 AM, 3rd Floor)	AA, BC, UW
	• Finalize and Post POS Electronically and Release Roadshow (11/4)	UC
11/18	• Obtain Preliminary Approval from County Comptroller and State Comptroller (By 11/18)	AA, FA, BC
	• Pricing (11/19)	AA, FA, UW
	• Private Sale Approval Docs. Delivered to County Comptroller and Office of the State Comptroller (11/19)	AA, FA, BC
	• Final Approvals Received from County Comptroller and Office of the State Comptroller (11/20)	AA, FA, BC
	• Sign Series 2019 and Series 2020 Bond Purchase Agreements (11/20)	AA, UC, UW
	• Draft of Final OS Distributed (11/20)	UC
11/25	• Mail Final OS (11/25)	UC
	• Series 2019 Pre-Closing (11/25)	All
	• Series 2019 Closing (11/26)	All

**Albany County Airport Authority**  
**Airport Revenue Bonds**  
**Series 2019 New Money and Series 2020 Refunding**



Sep-19						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

Oct-19						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

Nov-19						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

  Holiday     
 19-Nov Sale Date     
   26-Nov Closing

Week of	Event	Parties
3/2	• Circulate Updated Closing Documents and Final Official Statement (3/2)	BC, AC, UC
3/9	• Due Diligence Bringdown Call (3/9)	All
	• Post Updated Final Official Statement (3/10)	UC
3/16	• Series 2020 Pre-Closing (3/17)	All
	• Series 2020 Closing (3/18)	All
	• Submit Notice of Redemption (3/18)	BC
	• Invest in Escrow Securities (3/18)	AA, FA
6/15	• Redemption of the Series 2010A Bonds (6/15)	AA

**Participant Key**

AA – Albany County Airport Authority	AC – Leigh Fisher
BC – Hodgson Russ	UW – Morgan Stanley
A – Public Resources Advisory Group	CO – Roosevelt & Cross; Ramirez & Co.
UC – Barclay Damon	

## OUTLINE TO GUIDELINES FOR SALE OF AUTHORITY BONDS

AUTHORIZATION - 1

DEFINITIONS - 2

### TERMINATION SALE NECESSARY

Chief Financial Officer Notifies Authority Chair - 3(a) Authority  
Chair Considers Alternative Method Available - 3 Public  
Competitive Sale (PuCS) - 4(a)  
    Private Negotiated Sale (PrCS) - 4(b)  
    Public Negotiated Sale (PuNS) - 4(b)  
Authority Chair Makes Recommendation to Authority - 3(a)  
Chief Financial Officer Prepares Written Report - 3(b)  
Authority Authorizes Method of Sale - 3(c)  
    If PrCS or PuNS, Underwriter(s) Selection Committee Identified - 2(i)

### PUBLIC COMPETITIVE SALE - 5 and Act 2785 - 4

Authorized By Resolution of the Authority  
Resolution Sets Forth Terms and Conditions  
Chief Financial Officer Prepares Notice of Sale and Offering Statement  
Chief Financial Officer Advertises for Bids  
Bonds Sold to Bidder Offering Lowest True Interest Costs

### PUBLIC NEGOTIATED SALE - 6

Authorized By Resolution of the Authority - 6(a)  
Selection Committee Identified - 2(Q)  
Selection Committee Solicits RFP From at Least 5 Underwriters - 6(a)  
Selection Committee Recommends at Least 3 to Authority - 6(a) Authority  
or Selection Committee May Interview Underwriters - 6(b) Selection  
Committee Prepares Written Report - 6(c)  
Authority Approves Selection and Composition of Underwriting(s) Group - 6(d)  
Chief Financial Officer Solicits Bids - 6(e)  
Bonds Awarded Based on Bidder Submitting Lowest True Interest Cost, or Bonds Awarded  
Based on Negotiations with Lowest True Interest Costs Bidder State and County  
Comptrollers Approval Obtained - Act 2785 - 4

### PRIVATE NEGOTIATED SALE - 7

Authorized By Resolution of the Authority - 7(a)  
Selection Committee Identified - 2(Q)  
Selection Committee Solicits RFP From at Least 5 Underwriters - 7(a)  
Authority or Selection Committee May Interview Underwriters - 7(b)  
Selection Committee Prepares Written Report - 7(c)  
Selection Committee Recommends an Underwriter (Group) to Authority - 7(a) Authority  
Approves Selection and Composition of the Underwriting(s) Group - 7(d) Chief  
Financial Officer Commences Negotiations - 7(e)  
    Bonds Awarded in Accordance with Parameters Established By Authority - 7(f)  
State and County Comptrollers Approval Obtained - Act 2785 - 4

### SELECTION OF UNDERWRITER(S) PROCEDURES - 8

Negotiated Public or Private Sale Authorized - 8(a)  
Criteria for Selection - 8(b)

APPLICATION OF GUIDELINES - 9

GUIDELINES ESTABLISHING PROCEDURES FOR THE  
SELECTION OF UNDERWRITERS;  
FOR THE SALE OF THE AUTHORITY'S BONDS  
AND CERTAIN OTHER MATTERS

Section 1. Statutory Mandate. These Guidelines are adopted to comply with and implement the provisions of subsection 4 of § 2785 of the Act.

Section 2. Definitions.

(a) "Act" shall mean the Albany County Airport Authority Act, Title 32 of Article 8 of the New York State Public Authority Law as supplemented and amended.

(b) "Authority" shall mean the Albany County Airport Authority.

(c) "Bonds" shall mean any notes, bonds or other obligations issued by the Authority pursuant to the provisions of § 2785 of the Act.

(d) "CFO" shall mean the Chief Financial Officer of the Authority.

(e) "Guidelines" shall mean these guidelines.

(f) "Private Negotiated Sale" shall mean any sale of Bonds by the Authority directly to an Underwriting Group selected by the Authority through arms-length negotiation.

(g) "Public Competitive Sale" shall mean any sale of Bonds by the Authority to the lowest bidder after solicitation of bids by publication in accordance with the Act.

(h) "Public Negotiated Sale" shall mean any sale of Bonds by the Authority upon terms and conditions established by the Authority to the best bidder from two or more Underwriting Groups selected by the Authority.

(i) "Selection Committee" shall mean the CFO as chair plus such Authority members and/or other staff members of the Authority as designated by the Board.

(j) "Senior Manager" shall mean one or more Underwriters selected as senior book-running manager.

(k) "Underwriter" shall mean an investment bank, bank or other financial institution determined by the Authority to be capable of purchasing and marketing the Authority's Bonds.

(1) "Underwriting Group" shall mean any separate group consisting of one or more Underwriters selected by the Authority either (a) for the purposes of a Private Negotiated Sale or (b) for the purpose of submitting a bid pursuant to a Public Negotiated Sale.

**Section 3. Selection of Method of Sale.** (a) At such time as the CFO determines that it will be necessary or desirable to issue Bonds to carry out any corporate purpose of the Authority, the CFO shall notify the Chairperson of the Authority and the Chairperson shall, after consideration of the factors set forth in Section 4 of the Guidelines and consultation with the CFO, make a written recommendation to the Authority as to whether such Bonds shall be sold by means of a Public Competitive Sale, a Public Negotiated Sale or a Private Negotiated Sale.

(b) If requested by the members of the Authority, the Chairperson of the Authority may direct the CFO to prepare a written report supporting and explaining the Chairperson's written recommendation to the Authority.

(c) Upon receipt of the Chairperson's written recommendation as set forth in subsection (a), the members of the Authority shall by resolution authorize a Public Competitive Sale, a Public Negotiated Sale or a Private Negotiated Sale, make a finding that the interests of the Authority will be served by the method of sale selected and authorized and make such additional findings and determinations as may be required by the Guidelines and the Act. Such resolution may also include parameters for the establishment of the terms and provisions of the Bonds, the selection and composition of Underwriting Groups and/or senior Manager and the award of the Bonds by the CFO.

**Section 4. Determinations Regarding Undertaking a Public Competitive Sale, a Private Negotiated Sale or a Public Negotiated Sale.** (a) In determining whether the Bonds of the Authority shall be sold pursuant to Public Competitive Sale, the Authority shall take the following factors into account:

- (1) credit quality or credit enhancement for the Bonds;
- (2) significant legislation or other adverse disclosure issues;
- (3) market conditions; and
- (4) familiarity of the market with the Authority and the Authority's Bonds.

(b) In determining whether the Bonds of the Authority shall be sold pursuant to Private Negotiated Sale or Public Negotiated Sale, the Authority shall take the following factors into account:

- (1) unique or complex terms of proposed Bonds or related financing structures;

- (2) familiarity of the market with the Authority, the Bonds and the various revenue sources and agreements which are material to the security of the Bonds;
- (3) size of offering;
- (4) need to control timing of sale or structure of issue;
- (5) credit quality issues;
- (6) need for extensive structuring and negotiation in order to obtain necessary credit enhancements;
- (7) market conditions;
- (8) use of derivative product or products; and
- (9) need for pre-marketing effort to disseminate information effectively and secure better price.

Section 5. Public Competitive Sales. (a) Upon authorizing a Public Competitive Sale and making the finding with respect thereto as required by Section 3(c) of the Guidelines, the Authority shall undertake such Public Competitive Sale in accordance with subsection 4 of § 2785 of the Act.

(b) The terms and provisions of the Bonds and the method of conducting of such Public Competitive Sale and the awarding of the Bonds may be established in the manner set forth in the resolution referred to in Section 3(c) of the Guidelines.

Section 6. Public Negotiated Sales. (a) Upon authorizing a Public Negotiated Sale, the Selection Committee shall solicit requests for proposals from at least five (5) Underwriters and, on the basis of consideration of all material and information relevant to the selection of Underwriters and Underwriting Groups for the purposes of a Public Negotiated Sale, including, but not limited to, the criteria for selection set forth in Section 8(b) of the Guidelines, shall recommend to the Authority or a committee consisting of members of the Authority at least three (3) Underwriting Groups from the Underwriters responding to such requests for proposals. The Selection Committee may recommend the specific composition of one or more Underwriting Groups.

(b) The Selection Committee may determine, or the Authority may request, that interviews of all or some of the Underwriters responding to the requests for proposals be conducted by Selection Committee and/or members of the Authority.



(c) The Selection Committee shall, upon the request of the Authority, prepare a written report outlining the procedure for soliciting requests for proposals, setting forth the basis of the recommendations made by the Selection Committee pursuant to subsection (a) and, in the event the Authority delegates the selection and composition of Underwriting Groups pursuant to this subsection (d), providing evidence that the selection and composition of such Underwriting Groups was made in accordance with parameters established by the Authority.

(d) The selection and composition of Underwriting Groups as recommended by the Selection Committee pursuant to Section 6(a) shall be approved in the manner set forth in the resolution referred to in Section 3(c) of the Guidelines.

(e) Upon selection of the Underwriting Groups in accordance with this Section 6 of the Guidelines, the CFO, in the manner set forth in the resolution referred to in Section 3(c) of the Guidelines, may (i) solicit bids from each Underwriting Group and award the Bonds to the Underwriting Group submitting the bid offering the lowest true interest cost, taking into account any premium or discount, or (ii) solicit bids from each Underwriting Group, commence negotiations to purchase the Bonds with the Underwriting Group submitting the lowest true interest cost, taking into account any premium or discount, and award the Bonds in the manner set forth in the resolution referred to in Section 3(c) of the Guidelines in accordance with parameters established by the Authority.

Section 7. Private Negotiated Sales. (a) Upon authorizing a Private Negotiated Sale, the Selection Committee shall solicit requests for proposals from at least five (5) Underwriters and, on the basis of consideration of all material and information relevant to the selection of Underwriters to constitute an Underwriting Group for the purposes of a Private Negotiated Sale, including, but not limited to, the criteria for selection set forth in section 8(b) of the Guidelines, shall recommend an Underwriting Group from the Underwriters responding to such requests for proposals. The Selection Committee may further recommend, on the basis of consideration of all material and information relevant to the selection of an Underwriting Group for the purposes of a Private Negotiated Sale, including, but not limited to, the criteria for selection set forth in section 8(b) of the Guidelines, a Senior Manager. The Selection Committee may recommend the specific composition of the Underwriting Group.

(b) The Selection Committee may determine, and/or the Authority may request, that interviews of all or some of the Underwriters responding to the requests for proposals be conducted by representatives of the Selection Committee and/or members of the Authority.

(c) The Selection Committee shall, upon the request of the Authority, prepare a written report outlining the procedure for soliciting requests for proposals, setting forth the basis of the recommendations made by the Selection Committee pursuant to subsection (a) and, in the event the Authority delegates the selection and composition of the Senior Manager or the selection and composition of the Underwriting Group, providing evidence that the selection of such Underwriting Group was made in accordance with parameters established by the Authority.

(d) The selection of the Senior Manager and selection and composition of the Underwriting Group as recommended by the Selection Committee pursuant to subsection (a) shall be approved in the manner set forth in the resolution referred to in Section 3(c) of the Guidelines.

(e) Upon selection of the Underwriting Group in accordance with Section 7 of the Guidelines, the CFO, in the manner set forth in the resolution referred to in Section 3(c) of the Guidelines, may commence negotiations with the Underwriting Group so selected to purchase the Bonds.

(f) The awarding of the Bonds sold pursuant to a Private Negotiated Sale may be made in the manner set forth in the resolution referred to in Section 3(c) of the Guidelines by the CFO in accordance with parameters established by the Authority.

Section 8. Selection of Underwriters for a Private Negotiated Sale or a Public Negotiated Sale. (a) Determination: Candidate Finns. The Authority may determine it to be in the interests of the Authority to cause Bonds to be sold pursuant to a Negotiated Private Sale or a Negotiated Public Sale and to select an Underwriter or Underwriters or an Underwriting Group or Underwriting Groups pursuant to requests for proposals on the basis of the criteria set forth in subsection (b).

(b) Criteria for Selection. The Authority's selection of Underwriters pursuant to this section shall take into account, but not be limited to, the following factors:

- (1) the total anticipated cost to the Authority;
- (2) the financial resources of the proposer;
- (3) the experience and capability of the proposer to purchase and market the Bonds;
- (4) the experience and ability of the individuals whom the proposer plans to involve directly in the financing and marketing;
- (5) the soundness of the proposer's overall financing and marketing plans;
- (6) qualifications of proposer as to experience, including particularly, expertise and experience in the sale of securities similar to the Authority's Bonds, as well as other similar experience and expertise, including the sale of obligations of the State of New York or other similar issuers, to underwrite the sale of Bonds;
- (7) the ability of the proposer to structure and sell Authority bond issues;

- (8) the prior experience of the Authority with the proposer, if any;
- (9) the capitalization of the proposer;
- (10) the plan of proposer for participation of qualified minority and women-owned business enterprise firms in such sale of Bonds; and
- (11) the experience and ability of proposer under consideration to work with minority and women-owned business enterprises so as to promote and assist participation by such enterprises.

Section 9. Applicability of Guidelines. Notwithstanding anything contained in the Act or the Guidelines, whenever the Authority sells Bonds to any State or Federal governmental entity where no underwriting of the Bonds by the Authority is contemplated, the Guidelines shall not apply so far as the Guidelines apply to the selection of Underwriting Groups. Instead, the Chairman shall make a written recommendation to the Authority to sell such Bonds directly to such State or Federal governmental entity. In such circumstances, since there is no underwriting of such Bonds contemplated, no selection of Underwriters or/and Underwriting Group under the Guidelines shall be required or undertaken.

Section 10. Amendment of Guidelines. The Guidelines may be amended at any time by resolution of the Authority in accordance with the provisions of subsection 4 of § 2785 of the Act.

ADOPTED: 8/7/95  
AMENDED: 7/6/98

NYI 111343 016241 MISC

As of 10/04/2018 10:30AM, the Laws database is current through 2018 Chapters 1-321

## Public Authorities

§ 2785. Bonds of the authority. 1. The authority shall have the power and is hereby authorized from time to time to issue bonds, notes or other obligations to pay the cost of any project or for any other corporate purpose, including the establishment of reserves to secure the bonds, the payment of principal of, premium, if any, and interest on the bonds and the payment of incidental expenses in connection therewith. The aggregate principal amount of such bonds, notes or other obligations outstanding shall not exceed two hundred eighty-five million dollars (\$285,000,000), excluding bonds, notes or other obligations issued to refund or otherwise repay bonds, notes or other obligations theretofore issued for such purposes; provided, however, that upon any such refunding or repayment the total aggregate principal amount of outstanding bonds, notes or other obligations may be greater than two hundred eighty-five million dollars (\$285,000,000) only if the present value of the aggregate debt service of the refunding or repayment bonds, notes or other obligations to be issued shall not exceed the present value of the aggregate debt service of the bonds, notes or other obligations so to be refunded or repaid. For purposes hereof, the present values of the aggregate debt service of the refunding or repayment bonds, notes or other obligations and of the aggregate debt service of the bonds, notes or other obligations so refunded or repaid, shall be calculated by utilizing the effective interest rate of the refunding or repayment bonds, notes or other obligations, which shall be that rate arrived at by doubling the semi-annual interest rate (compounded semi-annually) necessary to discount the debt service payments on the refunding or repayment bonds, notes or other obligations from the payment dates thereof to the date of issue of the refunding or repayment bonds, notes or other obligations and to the price bid including estimated accrued interest or proceeds received by the authority including estimated accrued interest from the sale thereof. The authority shall have power and is hereby authorized to enter into such agreements and perform such acts as may be required under any applicable federal legislation to secure a federal guarantee of any bonds.

2. The authority shall have power from time to time to renew bonds or to issue renewal bonds for such purpose, to issue bonds to pay bonds, and, whenever it deems refunding expedient, to refund any bond by the issuance of new bonds, whether the bonds to be refunded have or have not matured, and may issue bonds partly to refund bonds then outstanding and partly for any other corporate purpose of the authority. Bonds (other than notes or other evidence of indebtedness) issued for refunding purposes, which have a final maturity date longer than the maturity of the bonds being refunded, shall be approved by a resolution of the county legislature adopted by a majority vote and approved by the county executive. Bonds issued for refunding purposes shall be sold and the proceeds applied to the purchase, redemption or payment of the bonds or notes to be refunded.

3. Bonds issued by the authority may be general obligations secured by the faith and credit of the authority or may be special obligations payable solely out of particular revenues or other moneys as may be designated in the proceedings of the authority under which the bonds shall be authorized to be issued, subject as to priority only to any agreements with the holders of outstanding bonds pledging any particular property, revenues or moneys. The authority may also enter into loan agreements, lines of credit and other security agreements and obtain for or on its behalf letters of credit, insurance, guarantees or other credit enhancements to the extent now or hereafter available, in each

case for securing its bonds or to provide direct payment of any costs which the authority is authorized to pay.

4. Bonds shall be authorized by resolution of the authority, be in such denominations and bear such date or dates and mature at such time or times, as such resolution may provide, provided that bonds and renewals thereof shall mature within forty years from the date of original issuance of any such bonds.

Bonds shall be subject to such terms of redemption, bear interest at such rate or rates, be payable at such times, be in such form, either coupon or registered, carry such registration privileges, be executed in such manner, be payable in such medium of payment at such place or places, and be subject to such terms and conditions as such resolution may provide. Notwithstanding any other provision of law, the bonds of the authority issued pursuant to this section shall be sold to the bidder offering the lowest true interest cost, taking into consideration any premium or discount not less than four nor more than fifteen days, Sundays excepted, after a notice of such sale has been published at least once in a newspaper of general circulation in the area served by the authority, which shall state the terms of the sale. The terms of the sale may not change unless notice of such change is published in such newspaper at least one day prior to the date of the sale as set forth in the original notice of sale. Advertisements shall contain a provision to the effect that the authority, in its discretion, may reject any or all bids made in pursuance of such advertisements, and in the event of such rejection, the authority is authorized to negotiate a private or public sale or readvertise for bids in the form and manner above described as many times as, in its judgment, may be necessary to effect satisfactory sale.

Notwithstanding the provisions of the preceding paragraph, whenever in the judgment of the authority the interests of the authority will be served thereby, the members of the authority, on the written recommendation of the chairperson, may authorize the sale of such bonds at private or public sale on a negotiated basis or on either a competitive or negotiated basis. The authority shall set guidelines governing the terms and conditions of any such private or public sales. The private or public bond sale guidelines set by the authority shall include, but not be limited to, a requirement that where the interests of the authority will be served by a private or public sale of bonds, the authority shall select underwriters for each private or public bond sale conducted pursuant to a request for proposal process and consideration of proposals from qualified underwriters taking into account, among other things, qualifications of underwriters as to experience, their ability to structure and sell authority bond issues, anticipated costs to the authority, the prior experience of the authority with the firm, if any, the capitalization of such firms, participation of qualified minority and women-owned business enterprise firms in such private or public sales of bonds of the authority and the experience and ability of firms under consideration to work with minority and women-owned business enterprises so as to promote and assist participation by such enterprises.

The authority shall have the power from time to time to amend such private bond sale guidelines in accordance with the provisions of this subdivision.

No private or public bond sale on a negotiated basis shall be conducted by the authority without prior approval of the state comptroller and the county comptroller. The authority shall annually prepare and approve a bond sale report which shall include the private or public bond sale guidelines as specified in this subdivision,

amendments to such guidelines since the last private or public bond sale report, an explanation of the bond sale guidelines and amendments, and the results of any sale of bonds conducted during the fiscal year. Such bond sale report may be a part of any other annual report that the authority is required to make.

The authority shall annually submit its bond sale report to the state comptroller and the county comptroller and copies thereof to the senate finance committee and the assembly ways and means committee.

The authority shall make available to the public copies of its bond sale report upon reasonable request thereof.

Nothing contained in this subdivision shall be deemed to alter, affect the validity of, modify the terms of or impair any contract or agreement made or entered into in violation of, or without compliance with, the provisions of this subdivision.

5. Any resolution or resolutions authorizing bonds or any issue of bonds may contain provisions which may be a part of the contract with the holders of the bonds thereby authorized as to:

(a) pledging all or part of the revenues, other monies or property of the authority to secure the payment of the bonds, or any costs of issuance thereof, including but not limited to any contracts, earnings or proceeds of any grant to the authority received from any private or public source subject to such agreements with bond holders as may then exist;

(b) the setting aside of reserves and the creation of sinking funds and the regulation and disposition thereof;

(c) limitations on the purpose to which the proceeds from the sale of bonds may be applied;

(d) the rates, rents, fees and other charges to be fixed and collected by the authority and the amount to be raised in each year thereby and the use and disposition of revenues;

(e) limitations on the right of the authority to restrict and regulate the use of the project or part thereof in connection with which bonds are issued;

(f) limitations on the issuance of additional bonds, the terms upon which additional bonds may be issued and secured and the refunding of outstanding or other bonds;

(g) the procedure, if any, by which the terms of any contract with bond holders may be amended or abrogated, the amount of bonds the holders of which must consent thereto, and the manner in which such consent may be given;

(h) the creation of special funds into which any revenues or monies may be deposited;

(i) the terms and provisions of any trust, mortgage, deed or indenture securing the bonds under which the bond may be issued;

(j) vesting in a trustee or trustees such properties, rights, powers and duties in trust as the authority may determine which may include any or all of the rights, powers and duties of the trustees appointed by the bond holders to appoint a trustee pursuant to this title or limiting the rights, duties and powers of such trustee;

(k) defining the acts or omissions to act which may constitute a default in the obligations and duties of the authority to the bond holders and providing for the rights and remedies of the bond holders in the event of such default, including as a matter of right appointment of a receiver, provided, however, that such rights and remedies shall not be inconsistent with the general laws of the state and other provisions of this title;

(l) limitations on the power of the authority to sell or otherwise dispose of any project or any part thereof;

(m) limitations on the amount of revenues and other monies to be expended for operating, administrative or other expenses of the authority;

(n) the payment of the proceeds of bonds, revenues and other monies to a trustee or other depository, and for the method of disbursement thereof with such safeguards and restrictions as the authority may determine; and

(o) any other matters of like or different character which in any way affect the security or protection of the bonds or the rights and remedies of bondholders.

6. In addition to the powers herein conferred upon the authority to secure its bonds, the authority shall have power in connection with the issuance of bonds to adopt resolutions and enter into such trust indentures, agreements or other instruments as the authority may deem necessary, convenient or desirable concerning the use or disposition of its revenues or other monies or property, including the mortgaging of any property and the entrusting, pledging or creation of any other security interest in any such revenues, monies or property and the doing of any act, including refraining from doing any act which the authority would have the right to do in the absence of such resolutions, trust indentures, agreements or other instruments. The authority shall have power to enter into amendments of any such resolutions, trust indentures, agreements or other instruments. The provisions of any such resolutions, trust indentures, agreements or other instruments may be made a part of the contract with the holders of bonds of the authority.

7. Any provision of the uniform commercial code to the contrary notwithstanding, any pledge of or other security interest in revenues, monies, accounts, contract rights, general intangibles or other personal property made or created by the authority shall be valid, binding and perfected from the time when such pledge is made or other security interest attaches without any physical delivery of the collateral or further act, and the lien of any such pledge or other security interest shall be valid, binding and perfected against all parties having claims of any kind in tort, contract or otherwise against the authority irrespective of whether or not such parties have notice thereof. No instrument by which such a pledge or security interest is created nor any financing statement need be recorded or filed.

8. Whether or not the bonds are of such form and character as to be negotiable instruments under the terms of the uniform commercial code, the bonds are hereby made negotiable instruments within the meaning of and for all the purposes of the uniform commercial code, subject only to the provisions of the bonds for registration.

9. Neither the members of the authority nor any person executing its bonds shall be liable personally on its bonds or be subject to any personal liability or accountability by reason of the issuance thereof.

10. Subject to such agreements with bondholders as may then exist, the authority shall have power out of any funds available therefor to purchase bonds of the authority, which shall thereupon be cancelled, at a price not exceeding (a) if the bonds are then redeemable, the redemption price then applicable plus accrued interest to the next interest payment date, or (b) if the bonds are not then redeemable, the redemption price applicable on the first date after such purchase upon which the bonds become subject to redemption plus accrued interest to the next interest payment date. Bonds so purchased shall thereupon be cancelled.

**FIFTEENTH SUPPLEMENTAL BOND RESOLUTION  
NEW MONEY PROJECT**

DRAFT FOR DISCUSSION PURPOSES ONLY  
DATED: OCTOBER 1, 2019

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**ALBANY COUNTY AIRPORT AUTHORITY**

**A RESOLUTION AUTHORIZING AND PROVIDING FOR THE ISSUANCE AND SALE OF ONE OR MORE SERIES OF AIRPORT REVENUE BONDS OF THE ALBANY COUNTY AIRPORT AUTHORITY IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED [\$ \_\_\_\_\_] TO FINANCE CAPITAL PROJECTS AT OR ADJACENT TO THE EXISTING ALBANY INTERNATIONAL AIRPORT; APPROVING THE PLAN OF FINANCING FOR THE PROPOSED CAPITAL PROJECTS; AUTHORIZING THE DESIGNATED FINANCIAL OFFICER TO DETERMINE CERTAIN DETAILS OF THE AFORESAID SERIES OF BONDS; APPROVING THE PRELIMINARY OFFICIAL STATEMENT WITH RESPECT TO THE AFORESAID SERIES OF BONDS AND AUTHORIZING PREPARATION AND DISTRIBUTION OF AN OFFICIAL STATEMENT WITH RESPECT TO THE AFORESAID SERIES OF BONDS; AUTHORIZING THE PRIVATE NEGOTIATED SALE OF THE AFORESAID SERIES OF BONDS AND THE EXECUTION AND DELIVERY OF A BOND PURCHASE AGREEMENT IN CONNECTION WITH SUCH SALE; AUTHORIZING THE DESIGNATED FINANCIAL OFFICER TO APPROVE THE ACQUISITION FROM AN INSURER OF ONE OR MORE MUNICIPAL BOND NEW ISSUE INSURANCE POLICIES AND/OR BOND RESERVE FUND POLICIES AND AUTHORIZING THE EXECUTION AND DELIVERY OF ONE OR MORE INSURANCE AGREEMENTS BETWEEN THE AUTHORITY AND SAID INSURER RELATING TO SUCH POLICY OR POLICIES; APPROVING THE FORM OF CONTINUING DISCLOSURE UNDERTAKING WITH RESPECT TO THE AFORESAID SERIES OF BONDS; MAKING CERTAIN FINDINGS AND DETERMINATIONS WITH RESPECT TO THE AFORESAID SERIES OF BONDS; AND CERTAIN OTHER MATTERS RELATED THERETO.**

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**Adopted [November \_\_, 2019]**

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**A RESOLUTION AUTHORIZING AND PROVIDING FOR THE ISSUANCE AND SALE OF ONE OR MORE SERIES OF AIRPORT REVENUE BONDS OF THE ALBANY COUNTY AIRPORT AUTHORITY IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED [\$ \_\_\_\_\_] TO FINANCE CAPITAL PROJECTS AT OR ADJACENT TO THE EXISTING ALBANY INTERNATIONAL AIRPORT; APPROVING THE PLAN OF FINANCING FOR THE PROPOSED CAPITAL PROJECTS; AUTHORIZING THE DESIGNATED FINANCIAL OFFICER TO DETERMINE CERTAIN DETAILS OF THE AFORESAID SERIES OF BONDS; APPROVING THE PRELIMINARY OFFICIAL STATEMENT WITH RESPECT TO THE AFORESAID SERIES OF BONDS AND AUTHORIZING PREPARATION AND DISTRIBUTION OF AN OFFICIAL STATEMENT WITH RESPECT TO THE AFORESAID SERIES OF BONDS; AUTHORIZING THE PRIVATE NEGOTIATED SALE OF THE AFORESAID SERIES OF BONDS AND THE EXECUTION AND DELIVERY OF A BOND PURCHASE AGREEMENT IN CONNECTION WITH SUCH SALE; AUTHORIZING THE DESIGNATED FINANCIAL OFFICER TO APPROVE THE ACQUISITION FROM AN INSURER OF ONE OR MORE MUNICIPAL BOND NEW ISSUE INSURANCE POLICIES AND/OR BOND RESERVE FUND POLICIES AND AUTHORIZING THE EXECUTION AND DELIVERY OF ONE OR MORE INSURANCE AGREEMENTS BETWEEN THE AUTHORITY AND SAID INSURER RELATING TO SUCH POLICY OR POLICIES; APPROVING THE FORM OF CONTINUING DISCLOSURE UNDERTAKING WITH RESPECT TO THE AFORESAID SERIES OF BONDS; MAKING CERTAIN FINDINGS AND DETERMINATIONS WITH RESPECT TO THE AFORESAID SERIES OF BONDS; AND CERTAIN OTHER MATTERS RELATED THERETO.**

**BE IT RESOLVED BY THE MEMBERS OF THE ALBANY COUNTY AIRPORT AUTHORITY:**

**ARTICLE I**

**DEFINITIONS**

**SECTION 1.1 Definitions.** Unless the context shall clearly indicate some other meaning, the terms used in this Fifteenth Supplemental Resolution (including, without limitation, the next paragraph hereof) which are defined in the resolution adopted by the Authority on January 6, 1997 entitled "A RESOLUTION AUTHORIZING THE ISSUANCE OF AIRPORT REVENUE BONDS OF THE ALBANY COUNTY AIRPORT AUTHORITY; PRESCRIBING THE LIMITATIONS ON AND THE CONDITIONS OF ISSUANCE AND THE FORM OF SUCH BONDS; PROVIDING FOR THE DETAILS OF SUCH BONDS; COVENANTING AS TO THE REVENUES, INCOME AND CHARGES OF SAID AUTHORITY AND THE USE AND APPLICATION OF SUCH REVENUES, INCOME AND CHARGES; PLEDGING SUCH REVENUES, INCOME AND CHARGES TO THE PAYMENT OF THE PRINCIPAL OF, PREMIUM, IF ANY, AND INTEREST ON SUCH BONDS AND LIMITING SUCH PAYMENT SOLELY TO SUCH REVENUES, INCOME AND CHARGES; AND MAKING OTHER COVENANTS AND AGREEMENTS IN CONNECTION WITH THE FOREGOING" (said resolution, and unless the context shall clearly indicate otherwise, all amendments and supplements thereto being defined therein as the "Resolution"), shall have the meanings given to them in the Resolution.

Unless the context shall clearly indicate some other meaning, the following terms shall, for all purposes of the Resolution and of any Supplemental Resolution (including for all purposes of this Fifteenth Supplemental Resolution) and for all purposes of any certificate, opinion, instrument or other document therein or herein mentioned, have the following meanings, with the following definitions to be equally applicable to both the singular and plural forms of such terms and vice versa:

***“Authorized Officer”*** shall mean the chief executive officer, the chief financial officer, the chairman or the treasurer of the Authority.

***“Bond Insurance Commitment”***, with respect to the Series 2019 Bonds, shall mean, if applicable, one or more commitments of the Insurance Company to issue one or more municipal bond new issue insurance policies guaranteeing the scheduled payment of principal of and interest on the Series 2019 Bonds.

***“Bond Insurance Policy”***, with respect to the Series 2019 Bonds, shall mean, if applicable, one or more municipal bond new issue insurance policies issued by the Insurance Company guaranteeing the scheduled payment of principal of and interest on the Series 2019 Bonds.

***“Bond Reserve Fund Requirement”*** with respect to the Series 2019 Bonds, shall mean the amount, if any, specified in the Certificate of Determination.

***“Certificate of Determination”*** with respect to the Series 2019 Bonds, shall mean a certificate signed by the Designated Financial Officer upon the sale of the Series 2019 Bonds setting forth matters to be therein determined pursuant to this Fifteenth Supplemental Resolution. The Certificate of Determination shall be deemed to be incorporated in or be a part of this Fifteenth Supplemental Resolution.

***“DTC”*** shall mean The Depository Trust Company and its successors and assigns or any other securities depository, its successors and assigns.

***“Fifteenth Supplemental Resolution”*** shall mean this supplemental resolution.

***“Guidelines”*** means the Authority’s “Guidelines Establishing Procedures for the Selection of Underwriters; For the Sale of the Authority’s Bonds and Certain Other Matters” governing the terms and conditions of any public or private sale of Authority bonds, adopted by the Authority in accordance with the Act on August 7, 1995.

***“Insurance Company”***, with respect to the Series 2019 Bonds, shall mean, if applicable, the issuer of the Bond Insurance Policy selected by the Authority, or any successor thereto or assignee thereof.

***“Interest Payment Dates”*** shall mean, with respect to the Series 2019 Bonds, the dates determined by the Designated Financial Officer and set forth in the Certificate of Determination.

***“Plan of Financing”*** shall mean the plan presented to the members of the Authority by the Designated Financial Officer and the financial advisor of the Authority at the meeting at which this Fifteenth Supplemental Resolution is adopted.

***“Record Date”*** with respect to each Series 2019 Bond, shall mean such date or dates established as the Record Date for the Series 2019 Bonds in the Certificate of Determination.

***“Registrar and Paying Agent”*** shall mean the Authority.

***“Series 2019 Bonds”*** shall mean any Series of Bonds issued pursuant to the authorization contained in this Fifteenth Supplemental Resolution.

***“2019 Projects”*** shall mean the various capital improvements to be financed with the proceeds of the Series 2019 Bonds, including the undertaking of the following: (a) construction of a parking garage facility, (b) acquisition and installation of various machinery and equipment, and (c) improvements to portions of the terminal area involving the construction and reconstruction of the passenger loading bridges, including but not limited to related professional planning, consultants, architects and engineers, construction management, and inspection services, as more fully described in the Official Statement relating to the Series 2019 Bonds.

***“Underwriter”*** means Morgan Stanley & Co. LLC.

## ARTICLE II

### APPROVAL OF THE PLAN OF FINANCE AND 2019 PROJECTS; AUTHORIZATION OF THE SERIES 2019 BONDS

**SECTION 2.1. Authorization and Approval of the Plan of Finance and 2019 Projects.** (A) The Plan of Financing presented to the meeting of the members of the Authority at the meeting which this Fifteenth Supplemental Resolution is adopted is hereby ratified, validated, confirmed, and approved.

(B) In accordance with the Plan of Financing, the Authority hereby ratifies, validates, confirms, and approves the undertaking of the 2019 Projects.

**SECTION 2.2. Authorization of the Series 2019 Bonds; Maturities and Interest Rates.** (A) There is hereby authorized to be issued and there shall be issued one or more Series of Bonds not to exceed [\$ \_\_\_\_\_] for the purposes of paying a portion of the cost of the 2019 Projects. Such Bonds shall be entitled to the benefit, protection, and security of the Resolution and designated "Albany County Airport Authority Airport Revenue Bonds" (the "Series 2019 Bonds"), with such additional identification designation or designations added as provided by the Designated Financial Officer in the Certificate of Determination.

(B) The Series 2019 Bonds may consist of Bonds issued in the form customarily called "Serial Bonds," Bonds issued in the form customarily called "Term Bonds," or any combination of Serial Bonds and Term Bonds, and the principal amount of Serial Bonds, if any, and Term Bonds, if any, shall be determined by the Designated Financial Officer and set forth in the Certificate of Determination.

(C) The Series 2019 Bonds shall be dated as of the date of delivery and shall mature on the date or dates in each year and in the principal amounts as determined by the Designated Financial Officer and set forth in the Certificate of Determination.

(D) Nothing in this paragraph or in any other section of this Fifteenth Supplemental Resolution shall be construed to require the use of Term Bonds or Serial Bonds or current interest paying bonds, but may include such a combination of such Bonds as determined by the Designated Financial Officer and provided in the Certificate of Determination.

(E) Series 2019 Bonds shall be numbered consecutively from 2019-R-1 upwards as issued or as otherwise provided by the Registrar and Paying Agent for the Series 2019 Bonds. In the event it is determined that the Series 2019 Bonds shall be in more than one Series, the Designated Financial Officer may provide a unique numbering and lettering for each Series as determined in the Certificate of Determination.

**SECTION 2.3. Redemption of the Series 2019 Bonds. *Optional Redemption.*** At the option of the Authority, the Series 2019 Bonds shall be subject to redemption prior to the stated maturity if, to the extent, and on the terms and conditions and at the price or prices determined by the Designated Financial Officer and provided in the Official Statement and the Certificate of Determination.

*Mandatory Redemption.* In the event Series 2019 Bonds shall be issued in the form customarily called Term Bonds, the Series 2019 Bonds constituting Term Bonds shall be subject to redemption in accordance with mandatory sinking fund installments as provided in Section 2.2 hereof at a redemption price equal to the principal amount thereof, together with interest accrued to the date of redemption, in such principal amounts and on such dates as are determined by the Designated Financial Officer and provided

in the Certificate of Determination. In order to provide for the retirement of such Series 2019 Bonds issued in the form customarily called Term Bonds, there shall be accumulated in the Bond Fund and credited to the Term Bond Principal Account, 2019, created in Section 3.3 hereof, amounts sufficient to retire such Series 2019 Bond. Nothing in this section shall prohibit the application of moneys on deposit in the Bond Fund and on credit to the Term Bond Principal Account, 2019 herein, if so determined by the Authority semi-annually on both a due date and the day six (6) months prior to such due date as provided in Section 4.03 of the Resolution.

*Purchase in Lieu of Mandatory Redemption.* In the event Series 2019 Bonds shall be issued in the form customarily called Term Bonds and the Term Bonds are subject to redemption in accordance with mandatory sinking fund installments as provided in Section 2.2 hereof, such Term Bonds shall be subject to purchase in lieu of mandatory redemption at a purchase price equal to the principal amount thereof, together with interest accrued to the date of redemption, in such principal amounts and on such dates as are determined by the Designated Financial Officer and provided in the Certificate of Determination.

**SECTION 2.4. Notice of Redemption of the Series 2019 Bonds.** Supplemental to Section 2.10(3) of the Resolution, notice of redemption of the Series 2019 Bonds shall be given at the times and in the manner determined by the Designated Financial Officer and provided in the Certificate of Determination. If at the time of the giving of any notice of optional or mandatory redemption there shall not be on deposit with the Paying Agent moneys sufficient to redeem all the Series 2019 Bonds called for redemption, the notice of redemption shall state that the redemption of such Series 2019 Bonds is conditional and subject to deposit of moneys with the Paying Agent sufficient to redeem all such Series 2019 Bonds not later than the opening of business on the redemption date, and that such notice shall be of no effect with respect to any of such Series 2019 Bonds for which moneys are not on deposit. If the amount on deposit with the Paying Agent, or otherwise available, is insufficient to pay the redemption price and accrued interest on the Series 2019 Bonds called for redemption on such date, the Paying Agent shall redeem and pay on such date an amount of such Series 2019 Bonds for which such moneys or other available funds are sufficient, selecting the maturities of Series 2019 Bonds to be redeemed and Series 2019 Bonds within a maturity to be redeemed by lot. The Series 2019 Bonds not redeemed would remain outstanding at their current interest rate or rates until maturity or a subsequent redemption.

**SECTION 2.5. Designation of Registrar and Paying Agent for the Series 2019 Bonds; Execution and Authentication of the Series 2019 Bonds; Payment of Principal, Interest and Premium of the Series 2019 Bonds.** The Authority shall be and is hereby designated to be Registrar and Paying Agent for the Series 2019 Bonds. The Authority reserves the right to designate a substitute or additional Registrar and Paying Agent for the Series 2019 Bonds in its sole discretion.

The Series 2019 Bonds shall be executed in the name of the Authority by the manual or facsimile signature of the Chairman or Vice Chairman of the Authority and attested by the manual or facsimile signature of the Secretary of the Authority, or in such manner as may be required or permitted by law.

As provided in Section 2.12 of the Resolution, since the Authority is designated to be Registrar and Paying Agent for the Series 2019 Bonds no certificate of authentication for the Series 2019 Bonds shall be required.

The Series 2019 Bonds shall be issuable as fully registered Series 2019 Bonds without coupons in the denomination of \$5,000 or any integral multiple thereof except as it may be necessary to effect the aggregate principal amount of maturity of any series of the Series 2019 Bonds which is not dividable by \$5,000. The Series 2019 Bonds shall be payable as to interest, principal and premium, if any, in any coin or currency of the United States of America that at the time of payment thereof is legal tender for public

and private debts. Principal of and premium, if any, on any Series 2019 Bond shall be payable only upon the presentation and surrender of the Series 2019 Bond to the Registrar and Paying Agent at its principal office. Each Series 2019 Bond shall bear interest from the Interest Payment Date next preceding the date of execution by the Authority thereof to which interest has been paid, unless (1) the date of execution is prior to the first Interest Payment Date for such Series 2019 Bond, in which event such Series 2019 Bond shall bear interest from the date of such Series 2019 Bond, or unless (2) the date of execution is an Interest Payment Date to which interest has been paid, in which event such Series 2019 Bond shall bear interest from the date of execution, or unless (3) the date of execution is between the Record Date and the next Interest Payment Date in which event such Series 2019 Bond shall bear interest from the next Interest Payment Date for such Series 2019 Bonds, or as otherwise provided in the Series 2019 Bonds. Interest on all Series 2019 Bonds shall be paid on each Interest Payment Date by the Registrar and Paying Agent by check or draft mailed to the registered holder at his address as it appears on the books of registry kept pursuant to the Resolution as of the close of business on the Record Date.

**SECTION 2.6. Book-Entry System.** The Series 2019 Bonds when initially issued shall be registered in the name of Cede & Co., as nominee of DTC. So long as DTC or its nominee is the registered owner of Series 2019 Bonds, individual purchases of beneficial ownership interests in such Series 2019 Bonds may be made only in book-entry form by or through DTC participants, and purchasers of such beneficial ownership interest in Series 2019 Bonds will not receive physical delivery of bond certificates representing the beneficial ownership interests purchased.

So long as DTC or its nominee is the registered owner of Series 2019 Bonds, payments of principal of and premium, if any, and interest on such Series 2019 Bonds will be made by wire transfer to DTC or its nominee, or otherwise as may be agreed upon by Authority and DTC; DTC or its nominee will, in turn, remit such payments to the DTC participants for subsequent disbursement to the beneficial owners of such Series 2019 Bonds. Transfers of principal, premium, if any, and interest payments to DTC participants will be the responsibility of DTC. Transfers of such payments to beneficial owners of Series 2019 Bonds by DTC participants will be the responsibility of such participants and other nominees of such beneficial owners. Transfers of beneficial ownership interests in the Series 2019 Bonds will be accomplished by book entries made by DTC and, in turn, by the DTC participants and other nominees of the beneficial owners of the Series 2019 Bonds.

So long as DTC or its nominee is the registered owner of Series 2019 Bonds, the Authority shall send to DTC notice of redemption of such Series 2019 Bonds and any other notice required to be given to registered owners of Series 2019 Bonds pursuant to the Resolution, in the manner and at the times prescribed by the Resolution, except as may be agreed upon by the Authority and DTC.

The Authority shall have no responsibility or obligation to the DTC participants, beneficial owners or other nominees of such beneficial owners for (1) sending transaction statements; (2) maintaining, supervising or reviewing, or the accuracy of, any records maintained by DTC or any DTC participant or other nominees of such beneficial owners; (3) payment or the timeliness of payment by DTC to any DTC participant, or by any DTC participant or other nominees of beneficial owners to any beneficial owner, of any amount due in respect of the principal of or redemption premium, if any, or interest on Series 2019 Bonds; (4) delivery or timely delivery by DTC to any DTC participant, or by any DTC participant or other nominees of beneficial owners to any beneficial owners, of any notice (including notice of redemption) or other communication which is required or permitted under the terms of the Resolution to be given to holders or owners of Series 2019 Bonds; (5) the selection of the beneficial owners to receive payment in the event of any partial redemption of Series 2019 Bonds; or (6) any action taken by DTC or its nominee as the registered owner of the Series 2019 Bonds.



The Authority shall issue certificates (the "Replacement Bonds") directly to the beneficial owners of the Series 2019 Bonds or their nominees, in the event that DTC determines to discontinue providing its services with respect to the Series 2019 Bonds at any time by giving notice to the Authority, and the Authority fails to locate another qualified securities depository to replace DTC. In addition, the Authority shall also issue Replacement Bonds directly to the beneficial owners of the Series 2019 Bonds or their nominees, in the event the Authority discontinues use of DTC at any time upon determination by the Authority, in its sole discretion and without the consent of any other person, in a manner such that beneficial owners of the Series 2019 Bonds shall be able to obtain certificated Series 2019 Bonds.

## ARTICLE III

### CREATION OF CERTAIN ACCOUNTS; DISBURSEMENT OF PROCEEDS

**SECTION 3.1. Interest Account for the Series 2019 Bonds.** There is created and established a separate account in the Bond Fund with respect to the Series 2019 Bonds to be known as the "Interest Account, 2019" with such additional designation as provided in the Certificate of Determination. In order to provide for the payment of interest on the Series 2019 Bonds, there shall be credited to the Interest Account, 2019, from the moneys, in the amounts and at the times required by Sections 4.01 and 4.02 of the Resolution.

**SECTION 3.2. Serial Bond Principal Account for the Series 2019 Bonds.** There is hereby created and established a separate account in the Bond Fund with respect to the Series 2019 Bonds to be known as the "Serial Bond Principal Account, 2019" with such additional designation as provided in the Certificate of Determination. In order to provide for the payment of principal on the Series 2019 Bonds issued in the form customarily called "Serial Bonds", there shall be credited to the Serial Bond Principal Account, 2019, from the moneys, in the amounts and at the times required by Sections 4.01 and 4.02 of the Resolution.

**SECTION 3.3. Term Bond Principal Account for the Series 2019 Bonds.** There is hereby created and established a separate account in the Bond Fund with respect to the Series 2019 Bonds to be known as the "Term Bond Principal Account, 2019" with such additional designation as provided in the Certificate of Determination. In order to provide for the payment of principal on the Series 2019 Bonds issued in the form customarily called "Term Bonds", there shall be credited to the Term Bond Principal Account, 2019, from the moneys, in the amounts and at the times required by Sections 4.01 and 4.02 of the Resolution.

**SECTION 3.4. Bond Reserve Account for the Series 2019 Bonds.** (A) There is hereby created and established a separate account in the Bond Reserve Fund with respect to the Series 2019 Bonds to be known as the "Bond Reserve Account, 2019" with such additional designation as provided in the Certificate of Determination. The amount thereof shall be determined by the Designated Financial Officer and set forth in the Certificate of Determination.

(B) The moneys on credit to the Bond Reserve Account, 2019, shall constitute a reserve for the payment of the principal of and interest and premium, if any, on the Series 2019 Bonds. Subject to the remaining provisions of this paragraph with respect to the credits to be made to the Bond Reserve Account, 2019 (a) the moneys on credit to the Bond Reserve Account, 2019, or a surety bond, insurance policy or letter of credit as permitted by Section 4.04 of the Resolution, shall always be maintained at an amount at least equal to the Bond Reserve Fund Requirement for the Series 2019 Bonds in any Fiscal Year; (b) if at any time the moneys on credit to the Bond Reserve Account, 2019 are less than the Bond Reserve Fund Requirement for the Series 2019 Bonds in any Fiscal Year the amount of the deficiency shall be restored as provided in Section 4.04 of the Resolution; and (c) if at any time and for so long as the moneys on credit to the Bond Reserve Account, 2019 are at least equal to the Bond Reserve Fund Requirement for the Series 2019 Bonds in any Fiscal Year, no further credits shall be made to this Account, and any amounts in excess of the Bond Reserve Fund Requirement for such Series 2019 Bonds in any Fiscal Year shall be applied as provided in the Resolution.

(C) Nothing contained in this section shall prohibit the use of a surety bond, insurance policy, or letter of credit in an amount equal to, or a portion of, the Bond Reserve Fund Requirement for the Series 2019 Bonds as permitted by the Resolution.

**SECTION 3.5. Construction Account for Series 2019 Bonds.** (A) There is hereby created and established a separate account in the Construction Fund with respect to the Series 2019 Bonds to be known as the "Construction Account, 2019" with such additional designation as provided in the Certificate of Determination.

(B) There shall be credited to the Construction Account, 2019, the proceeds of the Series 2019 Bonds to be applied solely to the Project Costs of the 2019 Project and certain issuance expenses for the Series 2019 Bonds.

(C) The amount of proceeds of the Series 2019 Bonds to be credited to the particular Construction Account shall be determined by the Designated Financial Officer and set forth in the Certificate of Determination.

**SECTION 3.6. Construction Interest Account for Series 2019 Bonds.** (A) There is hereby created and established a separate account in the Construction Fund with respect to the Series 2019 Bonds to be known as the "Construction Interest Account, 2019" (with such additional designation as provided in the Certificate of Determination).

(B) There shall be credited to the Construction Interest Account, 2019, the amount of interest on the Series 2019 Bonds to be provided from the proceeds of the Series 2019 Bonds.

(C) The amount of proceeds of the Series 2019 Bonds to be credited to the particular Construction Interest Account shall be determined by the Designated Financial Officer and set forth in the Certificate of Determination.

**SECTION 3.7. Disposition of Proceeds of the Series 2019 Bonds.** The Designated Financial Officer shall designate in the Certificate of Determination the application of the proceeds of the Series 2019 Bonds and the application of other legally available moneys, including the payment of all required insurance premiums, if applicable, and the credits to the Construction Accounts.

## ARTICLE IV

### FORM OF THE SERIES 2019 BONDS

**SECTION 4.1. Form of the Series 2019 Bonds.** The form of Series 2019 Bonds, the form of certificate of authentication thereof, if applicable, the form of endorsement thereon and the form of assignment pertaining thereto, shall be substantially in the form appended to or included in the Certificate of Determination, with such necessary or appropriate variations, omissions and deletions therefrom and insertions therein as are incidental to their Series, numbers, denominations, maturities, interest rate or rates, paying agencies, privileges of registration, redemption provisions and other details thereof or as otherwise permitted or required by law or by the Resolution.

## ARTICLE V

### CERTIFICATE OF DETERMINATION

**SECTION 5.1. Delegation of Authority.** (A) There is hereby delegated to the Designated Financial Officer, subject to the limitations contained herein, the power to determine and effectuate the following with respect to the Series 2019 Bonds:

- (1) the aggregate principal amount of the Series 2019 Bonds to be issued, together with the principal amount of each Series of the Series 2019 Bonds;
- (2) the dated date or dates, maturity date or dates and principal amount of each maturity of the Series 2019 Bonds, the initial Interest Payment Date or dates of the Series 2019 Bonds, the date or dates from which the Series 2019 Bonds shall bear interest, and the identification designation for the Series 2019 Bonds;
- (3) the interest rate or rates of the Series 2019 Bonds; provided, however, that the interest rate or rates to be borne by the Series 2019 Bonds shall not exceed a true interest cost in excess of the maximum rate per annum permitted by law;
- (4) the amount, if any, of the Bond Reserve Account, 2019;
- (5) the application of the proceeds of the Series 2019 Bonds;
- (6) the Series 2019 Bonds to be retired from Sinking Fund Installments and the dates and the amounts thereof;
- (7) the redemption and any purchase in lieu of redemption provisions of the Series 2019 Bonds;
- (8) the numbering or other identification of the Series 2019 Bonds;
- (9) the definitive form of the Series 2019 Bonds, and form of assignment thereon;
- (10) the establishment of such funds, accounts and sub accounts as required by the Resolution and deemed necessary;
- (11) matters relating to the Bond Insurance Policy, including, but not limited to, the determination to obtain a Bond Insurance Policy and the negotiation of the terms of the Bond Insurance Policy;
- (12) matters relating to the use of a surety bond, insurance policy, or letter of credit in an amount equal to, or a portion of, the Bond Reserve Fund Requirement for the Series 2019 Bonds;
- (13) confirmation and ratification of the findings and determinations in Article VI and the certification required in Section 2.2 hereof; and

(14) any other provisions deemed advisable by the Designated Financial Officer and not materially in conflict with the provisions of this Fifteenth Supplemental Resolution or of the Resolution including without limitation, the Interest Payment Dates and the Record Dates.

The Designated Financial Officer shall execute, one or more certificates evidencing determinations or other actions taken pursuant to the authority granted herein, executed copies of which, or copies of which, certified by the Designated Financial Officer, shall be filed in the official records of the Board. Each such certificate shall be deemed a Certificate of Determination and shall be conclusive evidence of the action or determination of such officer as to the matters stated therein. The provisions of each Certificate of Determination shall be deemed to be incorporated in and be a part of this Fifteenth Supplemental Resolution.

(B) There is hereby delegated to the Designated Financial Officer and each of the other Authorized Officers, subject to the limitations contained herein, the power to enter into the following agreements and/or execute the following documents and certificates on behalf of the Board with respect to each Series of the Series 2019 Bonds in such forms as he deems appropriate, which documents and certificates are hereby authorized and approved:

- (1) the Bond Insurance Commitment, if applicable;
- (2) the Tax Certificate;
- (3) the Bond Purchase Agreement;
- (4) the Continuing Disclosure Undertaking; and
- (5) such other agreements, documents, and certificates as shall be necessary or proper related to a Series of the Series 2019 Bonds and the delivery thereof.

The execution by an Authorized Officer of any agreement, certificate, or document executed pursuant to this Section 5.1 shall be conclusive evidence of the determination and agreement of the terms and provisions thereto or therein. Any agreements, certificates, and documents executed pursuant to this Section 5.1 are hereby ratified, validated, confirmed, and approved.

## ARTICLE VI

### APPROVAL OF SALE AND DOCUMENTS; OTHER MATTERS

**SECTION 6.1. Sale of the Series 2019 Bonds.** The members of the Authority hereby find and determine that the Series 2019 Bonds shall be sold pursuant to a Private Negotiated Sale in accordance with the terms and provisions of Section 2785 of the Act and the Guidelines. The Authority hereby authorizes the Chairman of the Authority or the Chief Financial Officer of the Authority to authorize the sale of the Series 2019 Bonds, for and on behalf of the Authority, in substantially the form approved by the members of the Authority concurrently with the adoption of this Fifteenth Supplemental Resolution.

The Series 2019 Bonds authorized to be issued, executed, sold and delivered pursuant to this Section 6.1 shall (1) be issued, executed and delivered at such time as the Chairman of the Authority or the Chief Financial Officer of the Authority shall determine, and (2) bear interest at the rate or rates, be issued in such form, be subject to redemption prior to maturity and have such other terms and provisions and be issued in such manner and on such conditions as are set forth in the Series 2019 Bonds, this Fifteenth Supplemental Resolution and the Official Statement, which terms are specifically incorporated herein by reference with the same force and effect as if fully set forth in this Fifteenth Supplemental Resolution.

The draft of the Preliminary Official Statement, setting forth certain information with respect to the Series 2019 Bonds, presented to the Board at the meeting at which this resolution is adopted is authorized to be finalized and the Chairman of the Authority or Chief Financial Officer may make such modifications in the Preliminary Official Statement prior to the printing of definitive copies thereof as such officers, upon the advice of counsel to the Authority, deem appropriate and the Authority is further authorized to deliver definitive copies thereof to the Underwriter for distribution of the same to prospective investors in and purchasers of the Series 2019 Bonds.

Upon the completion of the sale of the Series 2019 Bonds by the Underwriter and the execution and delivery of the Bond Purchase Agreement, the Chairman of the Authority, the Chief Financial Officer and staff of the Authority are hereby authorized and directed to prepare and finalize and an Authorized Officer is authorized to execute copies of the final Official Statement, for and on behalf of the Authority and to deliver the same, or cause the same to be delivered, to the Underwriter. The Chairman of the Authority or Chief Financial Officer may make such modifications in the Official Statement prior to the printing of definitive copies as such officers, upon the advice of counsel to the Authority, deem appropriate and an Authorized Officer shall execute and deliver definitive copies thereof to the Underwriter. The execution and delivery of any official statement relating to the Series 2019 Bonds shall be evidence of the approval of the definitive Official Statement. The Authority hereby authorizes said definitive Official Statement, together with the appendices thereto and the information contained therein, to be used in connection with the offering and sale of the Series 2019 Bonds.

Copies of the said Preliminary Official Statement and form of Official Statement shall be filed with the minutes of the meeting at which this Fifteenth Supplemental Resolution is adopted.

**SECTION 6.2. Execution and Delivery of Agreements; Continuing Disclosure.** Each of the Authorized Officers, individually, is hereby authorized for and on behalf of the Authority to execute and deliver such further documents and agreements, including any tax agreement intended to ensure compliance with the tax covenants of the Authority or take any and all such further action as upon the advice of counsel to the Authority that (a) he or they shall deem necessary or desirable in order to effectuate the issuance, delivery and payment of the Series 2019 Bonds in accordance with the terms of the Resolution and this

Fifteenth Supplemental Resolution, or (b) may be reasonably required on the part of the Authority to carry out, give effect to and consummate the transactions contemplated hereby and by the documents referred to therein or herein or approved thereby or hereby. In addition, the Designated Financial Officer is authorized to execute the Certificate of Determination in a form substantially similar to that contained in the form filed with the minutes of the meeting at which this Fifteenth Supplemental Resolution is adopted.

A Continuing Disclosure Undertaking by the Authority, in substantially the form of the draft thereof presented at the meeting at which this Fifteenth Supplemental Resolution is adopted and to be dated the date of initial delivery of the Bonds, is hereby authorized to be executed and delivered by an Authorized Officer. The Authority covenants with the holders from time to time of the Series 2019 Bonds that it will, and hereby authorizes the appropriate officers and employees of the Authority to take all action necessary or appropriate to, comply with, and carry out all of the provisions of the Continuing Disclosure Undertaking as amended from time to time. Notwithstanding any other provision of the Resolution, failure of the Authority or the Trustee to perform in accordance with the Continuing Disclosure Undertaking shall not constitute a default or an Event of Default under the Resolution, and the rights and remedies provided by the Resolution upon the occurrence of such a default or an Event of Default shall not apply to any such failure, but the Continuing Disclosure Undertaking may be enforced only as provided therein.

**SECTION 6.3. Special Covenants with Respect to Federal Tax Status of the Series 2019 Bonds.** So long as any of the Series 2019 Bonds shall be Outstanding, the Authority shall comply with all applicable provisions of Sections 103 and 141-150 of the Internal Revenue Code of 1986, as amended and all applicable regulations of the Internal Revenue Service proposed and promulgated thereunder.

**SECTION 6.4. Special Covenants with Respect to Passenger Facility Charges.** The Authority hereby covenants with respect to PFC Revenues (1) that the Authority will take all action reasonably necessary to cause the collection and remittance to the Authority of all PFC Revenues required by Federal law to be so collected and remitted; and (2) to apply to payments of principal and interest on the Series 2010 Bonds or any bonds issued to refund the Series 2010 Bonds, during the [\_\_\_\_-year period] reflected in the Report of the Airport Consultant as published in the final Official Statement, by irrevocably depositing in a segregated subaccount the lesser of (a) the total amount of PFC Revenues collected and remitted to the Authority or (b) the amount of PFC Revenues to be used for the Series 2010 Bonds or any bonds issued to refund the Series 2010 Bonds, as shown in the Report of the Airport Consultant as published in the final Official Statement.

**SECTION 6.5. Findings and Determinations.** The Authority hereby finds, determines and declares: (a) the Series 1997A Bonds, the Series 1998B Bonds, the Series 1998C Bonds, the Series 1999A Bonds, the Series 2000A Bonds, the Series 2000B Bonds, the Series 2003A Bonds, the Series 2004 Bonds, the Series 2006A Bonds, the Series 2006B Bonds, the Series 2006C Bonds, the Series 2008A Bonds, the Series 2010A Bonds, the Series 2010B Bonds, the Series 2017A Bonds, the Series 2017B Bonds, the Series 2018A Bonds and the Series 2018B Bonds are the only Series of Bonds issued under the Resolution; (b) the Series 2019 Bonds are issued under the authorization of Section 2.02 of the Resolution; (c) the Airport Consultant has delivered a report satisfying the requirements of Section 2.02(2)(ii) of the Resolution, (d) the Series 2019 Bonds shall be sold by means of a Private Negotiated Sale, as such term is defined in the Authority's Guidelines, and the Authority accepts and endorses the written recommendation of the Chairman of the Authority regarding the determination to sell the Series 2019 Bonds pursuant to a Private Negotiated Sale, and further finds and determines, in accordance with, the Guidelines, that it is in the best interests of the Authority to sell, and the interests of the Authority will be best served by a sale of, the Series 2019 Bonds by means of a Private Negotiated Sale, and further ratifies and confirms all action taken by the Authority and Authority staff with respect to the sale of the Series 2019 Bonds by means of a Private Negotiated Sale; (e) the requirements contained in Section 2875 of the Act relating to the sale of



the Series 2019 Bonds will be satisfied by the date of issuance of the Series 2019 Bonds, and (f) all provisions and conditions of the Resolution and of other applicable law have been complied with in the issuance under the Resolution of the Series 2019 Bonds.

For purposes of the preceding paragraph, all capitalized terms not previously defined in this Fifteenth Supplemental Resolution shall have the meanings given them in the Guidelines and the Act.

The Board hereby further finds, determines and declares that this Fifteenth Supplemental Resolution (1) supplements the Resolution; (2) constitutes and is a "Supplemental Resolution" within the meaning of the quoted words as defined and used in the Resolution; and (3) is adopted pursuant to and under the authority of the Resolution.

The Board hereby further finds, determines and declares that the Series 2019 Bonds are to be issued under the Resolution and to constitute and be "Bonds" within the meaning of the quoted word as defined and used in the Resolution. As more fully set forth in the Resolution, the Series 2019 Bonds: (i) shall be entitled to the benefits, security and protection of the Resolution, equally and ratably with one another and with any other Bonds hereafter issued thereunder; (ii) shall be payable as provided in the Resolution solely from Net Revenues on a parity with one another and with all Bonds hereafter issued under the Resolution; and (iii) shall be equally and ratably secured under the Resolution with one another and with all Bonds hereafter issued thereunder, without priority by reason of series, number, date of adoption of this Fifteenth Supplemental Resolution providing for the issuance thereof, date of Bonds, date of sale, date of execution, date of issuance, date of delivery, or otherwise, by the liens, pledges, charges and assignments created by the Resolution.

The Board hereby further finds, determines and declares: (a) except for the Bonds, there are not outstanding any bonds, notes or other evidences of indebtedness payable from and secured by lien on or pledge or charge upon Revenues; (b) the Revenues are not encumbered by any lien and charge thereon or pledge thereof, other than the lien and charge thereon and pledge thereof created by the Resolution for the payment and security of the Bonds; and (c) there does not exist an "Event of Default" as defined in Section 7.01 of the Resolution, nor does there exist any condition which, after the passage of time, would constitute, under such section, an "Event of Default".

The Board hereby further finds, determines and declares that it is in the best interest of the Authority (1) to implement the Plan of Financing; and (2) to take such actions and execute such documents from time to time as shall be deemed necessary or desirable in order to effectuate the issuance, delivery and payment of the Series 2019 Bonds, and the implementation of the Plan of Financing.

**SECTION 6.6. Laws Governing; Severability.** This Fifteenth Supplemental Resolution shall be construed and enforced in accordance with the Constitution and laws of the State of New York.

If any provision of this Fifteenth Supplemental Resolution shall be held or deemed to be or shall, in fact, be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions, or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatever.

The invalidity of any one or more phrases, sentences, clauses, paragraphs or sections in this Fifteenth Supplemental Resolution shall not affect the remaining portions of this Fifteenth Supplemental Resolution or any part thereof or of the Series 2019 Bonds issued hereunder.

**SECTION 6.7. Section Headings; Table of Contents.** The headings or titles of the several sections hereof, and any table of contents appended hereto or to copies hereof, shall be solely for convenience of reference and shall not affect the meaning or construction, interpretation or effect of this Fifteenth Supplemental Resolution.

**SECTION 6.8. Effective Date of This Fifteenth Supplemental Resolution.** This Fifteenth Supplemental Resolution shall become effective upon its adoption.

**SIXTEENTH SUPPLEMENTAL BOND RESOLUTION  
2020 REFUNDING – FORWARD DELIVERY**

DRAFT FOR DISCUSSION PURPOSES ONLY  
DATED: OCTOBER 1, 2019

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**ALBANY COUNTY AIRPORT AUTHORITY**

**A RESOLUTION AUTHORIZING AND PROVIDING FOR THE ISSUANCE AND SALE OF ONE OR MORE SERIES OF AIRPORT REVENUE REFUNDING BONDS OF THE ALBANY COUNTY AIRPORT AUTHORITY IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED [\$ \_\_\_\_\_] TO PROVIDE FOR THE REFUNDING OF ALL OR A PORTION OF THE OUTSTANDING AIRPORT REVENUE REFUNDING BONDS, SERIES 2010A (TAX-EXEMPT) OF THE AUTHORITY; APPROVING THE PLAN OF FINANCING FOR THE REFUNDING; AUTHORIZING THE DESIGNATED FINANCIAL OFFICER TO DETERMINE CERTAIN DETAILS OF THE AFORESAID SERIES OF BONDS; APPROVING THE PRELIMINARY OFFICIAL STATEMENT WITH RESPECT TO THE AFORESAID SERIES OF BONDS AND AUTHORIZING PREPARATION AND DISTRIBUTION OF AN OFFICIAL STATEMENT WITH RESPECT TO THE AFORESAID SERIES OF BONDS; AUTHORIZING THE PRIVATE NEGOTIATED SALE OF THE AFORESAID SERIES OF BONDS AND THE EXECUTION AND DELIVERY OF A BOND PURCHASE AGREEMENT IN CONNECTION WITH SUCH SALE; AUTHORIZING THE DESIGNATED FINANCIAL OFFICER TO APPROVE THE ACQUISITION FROM AN INSURER OF ONE OR MORE MUNICIPAL BOND NEW ISSUE INSURANCE POLICIES AND/OR BOND RESERVE FUND POLICIES AND AUTHORIZING THE EXECUTION AND DELIVERY OF ONE OR MORE INSURANCE AGREEMENTS BETWEEN THE AUTHORITY AND SAID INSURER RELATING TO SUCH POLICY OR POLICIES; APPROVING THE FORM OF CONTINUING DISCLOSURE UNDERTAKING WITH RESPECT TO THE AFORESAID SERIES OF BONDS; MAKING CERTAIN FINDINGS AND DETERMINATIONS WITH RESPECT TO THE AFORESAID SERIES OF BONDS; AND CERTAIN OTHER MATTERS RELATED THERETO.**

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Adopted [November \_\_, 2019]

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A RESOLUTION AUTHORIZING AND PROVIDING FOR THE ISSUANCE AND SALE OF ONE OR MORE SERIES OF AIRPORT REVENUE REFUNDING BONDS OF THE ALBANY COUNTY AIRPORT AUTHORITY IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED [\$ \_\_\_\_\_] TO PROVIDE FOR THE REFUNDING OF ALL OR A PORTION OF THE OUTSTANDING AIRPORT REVENUE REFUNDING BONDS, SERIES 2010A (TAX-EXEMPT) OF THE AUTHORITY; APPROVING THE PLAN OF FINANCING FOR THE REFUNDING; AUTHORIZING THE DESIGNATED FINANCIAL OFFICER TO DETERMINE CERTAIN DETAILS OF THE AFORESAID SERIES OF BONDS; APPROVING THE PRELIMINARY OFFICIAL STATEMENT WITH RESPECT TO THE AFORESAID SERIES OF BONDS AND AUTHORIZING PREPARATION AND DISTRIBUTION OF AN OFFICIAL STATEMENT WITH RESPECT TO THE AFORESAID SERIES OF BONDS; AUTHORIZING THE PRIVATE NEGOTIATED SALE OF THE AFORESAID SERIES OF BONDS AND THE EXECUTION AND DELIVERY OF A BOND PURCHASE AGREEMENT IN CONNECTION WITH SUCH SALE; AUTHORIZING THE DESIGNATED FINANCIAL OFFICER TO APPROVE THE ACQUISITION FROM AN INSURER OF ONE OR MORE MUNICIPAL BOND NEW ISSUE INSURANCE POLICIES AND/OR BOND RESERVE FUND POLICIES AND AUTHORIZING THE EXECUTION AND DELIVERY OF ONE OR MORE INSURANCE AGREEMENTS BETWEEN THE AUTHORITY AND SAID INSURER RELATING TO SUCH POLICY OR POLICIES; APPROVING THE FORM OF CONTINUING DISCLOSURE UNDERTAKING WITH RESPECT TO THE AFORESAID SERIES OF BONDS; MAKING CERTAIN FINDINGS AND DETERMINATIONS WITH RESPECT TO THE AFORESAID SERIES OF BONDS; AND CERTAIN OTHER MATTERS RELATED THERETO.

BE IT RESOLVED BY THE MEMBERS OF THE ALBANY COUNTY AIRPORT AUTHORITY:

## ARTICLE I

### DEFINITIONS

**SECTION 1.1 Definitions.** Unless the context shall clearly indicate some other meaning, the terms used in this Sixteenth Supplemental Resolution (including, without limitation, the next paragraph hereof) which are defined in the resolution adopted by the Authority on January 6, 1997 entitled "A RESOLUTION AUTHORIZING THE ISSUANCE OF AIRPORT REVENUE BONDS OF THE ALBANY COUNTY AIRPORT AUTHORITY; PRESCRIBING THE LIMITATIONS ON AND THE CONDITIONS OF ISSUANCE AND THE FORM OF SUCH BONDS; PROVIDING FOR THE DETAILS OF SUCH BONDS; COVENANTING AS TO THE

REVENUES, INCOME AND CHARGES OF SAID AUTHORITY AND THE USE AND APPLICATION OF SUCH REVENUES, INCOME AND CHARGES; PLEDGING SUCH REVENUES, INCOME AND CHARGES TO THE PAYMENT OF THE PRINCIPAL OF, PREMIUM, IF ANY, AND INTEREST ON SUCH BONDS AND LIMITING SUCH PAYMENT SOLELY TO SUCH REVENUES, INCOME AND CHARGES; AND MAKING OTHER COVENANTS AND AGREEMENTS IN CONNECTION WITH THE FOREGOING” (said resolution, and unless the context shall clearly indicate otherwise, all amendments and supplements thereto being defined therein as the “Resolution”), shall have the meanings given to them in the Resolution.

Unless the context shall clearly indicate some other meaning, the following terms shall, for all purposes of the Resolution and of any Supplemental Resolution (including for all purposes of this Sixteenth Supplemental Resolution) and for all purposes of any certificate, opinion, instrument or other document therein or herein mentioned, have the following meanings, with the following definitions to be equally applicable to both the singular and plural forms of such terms and vice versa:

**“Authorized Officer”** shall mean the chief executive officer, the chief financial officer, the chairman or the treasurer of the Authority.

**“Bond Insurance Commitment”**, with respect to the Series 2020 Bonds, shall mean, if applicable, one or more commitments of the Insurance Company to issue one or more municipal bond new issue insurance policies guaranteeing the scheduled payment of principal of and interest on the Series 2020 Bonds.

**“Bond Insurance Policy”**, with respect to the Series 2020 Bonds, shall mean, if applicable, one or more municipal bond new issue insurance policies issued by the Insurance Company guaranteeing the scheduled payment of principal of and interest on the Series 2020 Bonds.

**“Bond Reserve Fund Requirement”** with respect to the Series 2020 Bonds, shall mean the amount, if any, specified in the Certificate of Determination.

**“Certificate of Determination”** with respect to the Series 2020 Bonds, shall mean a certificate signed by the Designated Financial Officer upon the sale of the Series 2020 Bonds setting forth matters to be therein determined pursuant to this Sixteenth Supplemental Resolution. The Certificate of Determination shall be deemed to be incorporated in or be a part of this Sixteenth Supplemental Resolution.

**“DTC”** shall mean The Depository Trust Company and its successors and assigns any other securities depository, its successors and assigns.

**“Guidelines”** means the Authority’s “Guidelines Establishing Procedures for the Selection of Underwriters; For the Sale of the Authority’s Bonds and Certain Other Matters” governing the terms and conditions of any public or private sale of Authority bonds, adopted by the Authority in accordance with the Act on August 7, 1995.

***“Insurance Company”***, with respect to the Series 2020 Bonds, shall mean, if applicable, the issuer of the Bond Insurance Policy selected by the Authority, or any successor thereto or assignee thereof.

***“Interest Payment Dates”*** shall mean, with respect to the Series 2020 Bonds, the dates determined by the Designated Financial Officer and set forth in the Certificate of Determination.

***“Plan of Financing”*** shall mean the plan presented to the members of the Authority by the Designated Financial Officer and the financial advisor of the Authority at the meeting at which this Sixteenth Supplemental Resolution is adopted.

***“Record Date”*** with respect to each Series 2020 Bond, shall mean such date or dates established as the Record Date for the Series 2020 Bonds in the Certificate of Determination.

***“Redemption Date”*** shall mean June 15, 2020, the date currently determined to be the redemption date of the Refunded Bonds under the Plan of Financing, or such other date as determined by the Designated Financial Officer.

***“Refunded Bonds”*** shall mean the Airport Revenue Refunding Bonds, Series 2010A (Tax-Exempt) in the original aggregate principal amount of \$105,745,000, as modified or revised pursuant to Section 2.1(B) hereof.

***“Registrar and Paying Agent”*** shall mean the Authority.

***“Series 2020 Bonds”*** shall mean any Series of Bonds issued pursuant to the authorization contained in this Sixteenth Supplemental Resolution.

***“Sixteenth Supplemental Resolution”*** shall mean this supplemental resolution.

***“Underwriter”*** means Morgan Stanley & Co. LLC, as representative of the Underwriters.

***“Underwriters”*** means, collectively, Morgan Stanley & Co. LLC, Roosevelt & Cross Incorporated, and Ramirez & Co., Inc.



## ARTICLE II

### APPROVAL OF THE PLAN OF FINANCE; AUTHORIZATION OF THE SERIES 2020 BONDS

**SECTION 2.1. Authorization and Approval of the Plan of Finance; Determination of Refunded Bonds.** (A) The Plan of Financing presented to the meeting of the members of the Authority at the meeting which this Sixteenth Supplemental Resolution is adopted is hereby ratified, validated, confirmed and approved.

(B) In accordance with the Plan of Financing, the Authority has preliminarily determined to refund the Refunded Bonds. The Designated Financial Officer is hereby authorized to take all actions necessary to determine whether it is in the best interest of the Authority to refund the Refunded Bonds and the portion of the Refunded Bonds to be refunded. The Authority hereby ratifies, validates, confirms and approves the determination by the Designated Financial Officer relating to Refunded Bonds to be refunded.

### **SECTION 2.2. Authorization of the Series 2020 Bonds; Maturities and Interest Rates.**

(A) There is hereby authorized to be issued and there shall be issued one or more Series of Bonds not to exceed [\$\_\_\_\_\_] to provide for the refunding of all or a portion of the cost of refunding the Refunded Bonds. Such Bonds shall be entitled to the benefit, protection and security of the Resolution and designated "Albany County Airport Authority Airport Revenue Refunding Bonds" (the "Series 2020 Bonds"), with such additional identification designation or designations added as provided by the Designated Financial Officer in the Certificate of Determination.

(B) The Series 2020 Bonds may consist of Bonds issued in the form customarily called "Serial Bonds", Bonds issued in the form customarily called "Term Bonds", or any combination of Serial Bonds and Term Bonds, and the principal amount of Serial Bonds, if any, and Term Bonds, if any, shall be determined by the Designated Financial Officer and set forth in the Certificate of Determination.

(C) The Series 2020 Bonds shall be dated as of the date of delivery and shall mature on the date or dates in each year and in the principal amounts as determined by the Designated Financial Officer and set forth in the Certificate of Determination.

(D) Nothing in this paragraph or in any other section of this Sixteenth Supplemental Resolution shall be construed to require the use of Term Bonds or Serial Bonds or current interest paying bonds, but may include such a combination of such Bonds as determined by the Designated Financial Officer and provided in the Certificate of Determination.

(E) (1) Series 2020 Bonds shall be numbered consecutively from 2020-R-1 upwards as issued or as otherwise provided by the Registrar and Paying Agent for the Series 2020 Bonds. In the event it is determined that the Series 2020 Bonds shall be in more than one Series,

the Designated Financial Officer may provide a unique numbering and lettering for each Series as determined in the Certificate of Determination.

(2) The Plan of Financing provides that the Series 2020 Bonds shall be issued in two Series, and numbered consecutively from 2020A-R-1 upward and 2020B-R-1 upward, respectively.

**SECTION 2.3. Redemption of the Series 2020 Bonds. *Optional Redemption.*** At the option of the Authority, the Series 2020 Bonds shall be subject to redemption prior to the stated maturity if, to the extent, and on the terms and conditions and at the price or prices determined by the Designated Financial Officer and provided in the Official Statement and the Certificate of Determination.

*Mandatory Redemption.* In the event Series 2020 Bonds shall be issued in the form customarily called Term Bonds, the Series 2020 Bonds constituting Term Bonds shall be subject to redemption in accordance with mandatory sinking fund installments as provided in Section 2.2 hereof at a redemption price equal to the principal amount thereof, together with interest accrued to the date of redemption, in such principal amounts and on such dates as are determined by the Designated Financial Officer and provided in the Certificate of Determination. In order to provide for the retirement of such Series 2020 Bonds issued in the form customarily called Term Bonds, there shall be accumulated in the Bond Fund and credited to the Term Bond Principal Account, 2020, created in Section 3.3 hereof, amounts sufficient to retire such Series 2020 Bond. Nothing in this section shall prohibit the application of moneys on deposit in the Bond Fund and on credit to the Term Bond Principal Account, 2020 herein, if so determined by the Authority semi-annually on both a due date and the day six (6) months prior to such due date as provided in Section 4.03 of the Resolution.

*Purchase in Lieu of Mandatory Redemption.* In the event Series 2020 Bonds shall be issued in the form customarily called Term Bonds and the Term Bonds are subject to redemption in accordance with mandatory sinking fund installments as provided in Section 2.2 hereof, such Term Bonds shall be subject to purchase in lieu of mandatory redemption at a purchase price equal to the principal amount thereof, together with interest accrued to the date of redemption, in such principal amounts and on such dates as are determined by the Designated Financial Officer and provided in the Certificate of Determination.

**SECTION 2.4. Notice of Redemption of the Series 2020 Bonds.** Supplemental to Section 2.10(3) of the Resolution, notice of redemption of the Series 2020 Bonds shall be given at the times and in the manner determined by the Designated Financial Officer and provided in the Certificate of Determination. If at the time of the giving of any notice of optional or mandatory redemption there shall not be on deposit with the Paying Agent moneys sufficient to redeem all the Series 2020 Bonds called for redemption, the notice of redemption shall state that the redemption of such Series 2020 Bonds is conditional and subject to deposit of moneys with the Paying Agent sufficient to redeem all such Series 2020 Bonds not later than the opening of business on the redemption date, and that such notice shall be of no effect with respect to any of such Series 2020 Bonds for which moneys are not on deposit. If the amount on deposit with the

Paying Agent, or otherwise available, is insufficient to pay the redemption price and accrued interest on the Series 2020 Bonds called for redemption on such date, the Paying Agent shall redeem and pay on such date an amount of such Series 2020 Bonds for which such moneys or other available funds are sufficient, selecting the maturities of Series 2020 Bonds to be redeemed and Series 2020 Bonds within a maturity to be redeemed by lot. The Series 2020 Bonds not redeemed would remain outstanding at their current interest rate or rates until maturity or a subsequent redemption.

**SECTION 2.5. Designation of Registrar and Paying Agent for the Series 2020 Bonds; Execution and Authentication of the Series 2020 Bonds; Payment of Principal, Interest and Premium of the Series 2020 Bonds.** The Authority shall be and is hereby designated to be Registrar and Paying Agent for the Series 2020 Bonds. The Authority reserves the right to designate a substitute or additional Registrar and Paying Agent for the Series 2020 Bonds in its sole discretion.

The Series 2020 Bonds shall be executed in the name of the Authority by the manual or facsimile signature of the Chairman or Vice Chairman of the Authority and attested by the manual or facsimile signature of the Secretary of the Authority, or in such manner as may be required or permitted by law.

As provided in Section 2.12 of the Resolution, since the Authority is designated to be Registrar and Paying Agent for the Series 2020 Bonds no certificate of authentication for the Series 2020 Bonds shall be required.

The Series 2020 Bonds shall be issuable as fully registered Series 2020 Bonds without coupons in the denomination of \$5,000 or any integral multiple thereof except as it may be necessary to effect the aggregate principal amount of maturity of any series of the Series 2020 Bonds which is not divisible by \$5,000. The Series 2020 Bonds shall be payable as to interest, principal and premium, if any, in any coin or currency of the United States of America that at the time of payment thereof is legal tender for public and private debts. Principal of and premium, if any, on any Series 2020 Bond shall be payable only upon the presentation and surrender of the Series 2020 Bond to the Registrar and Paying Agent at its principal office. Each Series 2020 Bond shall bear interest from the Interest Payment Date next preceding the date of execution by the Authority thereof to which interest has been paid, unless (1) the date of execution is prior to the first Interest Payment Date for such Series 2020 Bond, in which event such Series 2020 Bond shall bear interest from the date of such Series 2020 Bond, or unless (2) the date of execution is an Interest Payment Date to which interest has been paid, in which event such Series 2020 Bond shall bear interest from the date of execution, or unless (3) the date of execution is between the Record Date and the next Interest Payment Date in which event such Series 2020 Bond shall bear interest from the next Interest Payment Date for such Series 2020 Bonds, or as otherwise provided in the Series 2020 Bonds. Interest on all Series 2020 Bonds shall be paid on each Interest Payment Date by the Registrar and Paying Agent by check or draft mailed to the registered holder at his address as it appears on the books of registry kept pursuant to the Resolution as of the close of business on the Record Date.

**SECTION 2.6. Book-Entry System.** The Series 2020 Bonds when initially issued shall be registered in the name of Cede & Co., as nominee of DTC. So long as DTC or its nominee is the registered owner of Series 2020 Bonds, individual purchases of beneficial ownership interests in such Series 2020 Bonds may be made only in book-entry form by or through DTC participants, and purchasers of such beneficial ownership interest in Series 2020 Bonds will not receive physical delivery of bond certificates representing the beneficial ownership interests purchased.

So long as DTC or its nominee is the registered owner of Series 2020 Bonds, payments of principal of and premium, if any, and interest on such Series 2020 Bonds will be made by wire transfer to DTC or its nominee, or otherwise as may be agreed upon by Authority and DTC; DTC or its nominee will, in turn, remit such payments to the DTC participants for subsequent disbursement to the beneficial owners of such Series 2020 Bonds. Transfers of principal, premium, if any, and interest payments to DTC participants will be the responsibility of DTC. Transfers of such payments to beneficial owners of Series 2020 Bonds by DTC participants will be the responsibility of such participants and other nominees of such beneficial owners. Transfers of beneficial ownership interests in the Series 2020 Bonds will be accomplished by book entries made by DTC and, in turn, by the DTC participants and other nominees of the beneficial owners of the Series 2020 Bonds.

So long as DTC or its nominee is the registered owner of Series 2020 Bonds, the Authority shall send to DTC notice of redemption of such Series 2020 Bonds and any other notice required to be given to registered owners of Series 2020 Bonds pursuant to the Resolution, in the manner and at the times prescribed by the Resolution, except as may be agreed upon by the Authority and DTC.

The Authority shall have no responsibility or obligation to the DTC participants, beneficial owners or other nominees of such beneficial owners for (1) sending transaction statements; (2) maintaining, supervising or reviewing, or the accuracy of, any records maintained by DTC or any DTC participant or other nominees of such beneficial owners; (3) payment or the timeliness of payment by DTC to any DTC participant, or by any DTC participant or other nominees of beneficial owners to any beneficial owner, of any amount due in respect of the principal of or redemption premium, if any, or interest on Series 2020 Bonds; (4) delivery or timely delivery by DTC to any DTC participant, or by any DTC participant or other nominees of beneficial owners to any beneficial owners, of any notice (including notice of redemption) or other communication which is required or permitted under the terms of the Resolution to be given to holders or owners of Series 2020 Bonds; (5) the selection of the beneficial owners to receive payment in the event of any partial redemption of Series 2020 Bonds; or (6) any action taken by DTC or its nominee as the registered owner of the Series 2020 Bonds.

The Authority shall issue certificates (the "Replacement Bonds") directly to the beneficial owners of the Series 2020 Bonds or their nominees, in the event that DTC determines to discontinue providing its services with respect to the Series 2020 Bonds at any time by giving notice to the Authority, and the Authority fails to locate another qualified securities depository to replace DTC. In addition, the Authority shall also issue Replacement Bonds directly to the beneficial owners of the Series 2020 Bonds or their nominees, in the event the Authority

discontinues use of DTC at any time upon determination by the Authority, in its sole discretion and without the consent of any other person, in a manner such that beneficial owners of the Series 2020 Bonds shall be able to obtain certificated Series 2020 Bonds.

## ARTICLE III

### CREATION OF CERTAIN ACCOUNTS; DISBURSEMENT OF PROCEEDS

**SECTION 3.1. Interest Account for the Series 2020 Bonds.** There is created and established a separate account in the Bond Fund with respect to the Series 2020 Bonds to be known as the "Interest Account, 2020" with such additional designation as provided in the Certificate of Determination. In order to provide for the payment of interest on the Series 2020 Bonds, there shall be credited to the Interest Account, 2020, from the moneys, in the amounts and at the times required by Sections 4.01 and 4.02 of the Resolution.

**SECTION 3.2. Serial Bond Principal Account for the Series 2020 Bonds.** There is hereby created and established a separate account in the Bond Fund with respect to the Series 2020 Bonds to be known as the "Serial Bond Principal Account, 2020" with such additional designation as provided in the Certificate of Determination. In order to provide for the payment of principal on the Series 2020 Bonds issued in the form customarily called "Serial Bonds", there shall be credited to the Serial Bond Principal Account, 2020, from the moneys, in the amounts and at the times required by Sections 4.01 and 4.02 of the Resolution.

**SECTION 3.3. Term Bond Principal Account for the Series 2020 Bonds.** There is hereby created and established a separate account in the Bond Fund with respect to the Series 2020 Bonds to be known as the "Term Bond Principal Account, 2020" with such additional designation as provided in the Certificate of Determination. In order to provide for the payment of principal on the Series 2020 Bonds issued in the form customarily called "Term Bonds", there shall be credited to the Term Bond Principal Account, 2020, from the moneys, in the amounts and at the times required by Sections 4.01 and 4.02 of the Resolution.

**SECTION 3.4. Bond Reserve Account for the Series 2020 Bonds.** (A) There is hereby created and established a separate account in the Bond Reserve Fund with respect to the Series 2020 Bonds to be known as the "Bond Reserve Account, 2020" with such additional designation as provided in the Certificate of Determination. The amount thereof shall be determined by the Designated Financial Officer and set forth in the Certificate of Determination.

(B) The moneys on credit to the Bond Reserve Account, 2020, shall constitute a reserve for the payment of the principal of and interest and premium, if any, on the Series 2020 Bonds. Subject to the remaining provisions of this paragraph with respect to the credits to be made to the Bond Reserve Account, 2020 (a) the moneys on credit to the Bond Reserve Account, 2020, or a surety bond, insurance policy or letter of credit as permitted by Section 4.04 of the Resolution, shall always be maintained at an amount at least equal to the Bond Reserve Fund Requirement for the Series 2020 Bonds in any Fiscal Year; (b) if at any time the moneys on credit to the Bond Reserve Account, 2020 are less than the Bond Reserve Fund Requirement for the Series 2020 Bonds in any Fiscal Year the amount of the deficiency shall be restored as provided in Section 4.04 of the Resolution; and (c) if at any time and for so long as the moneys on credit to the Bond Reserve Account, 2020 are at least equal to the Bond Reserve Fund Requirement for the Series 2020 Bonds

in any Fiscal Year, no further credits shall be made to this Account, and any amounts in excess of the Bond Reserve Fund Requirement for such Series 2020 Bonds in any Fiscal Year shall be applied as provided in the Resolution.

(C) Nothing contained in this section shall prohibit the use of a surety bond, insurance policy, or letter of credit in an amount equal to, or a portion of, the Bond Reserve Fund Requirement for the Series 2020 Bonds as permitted by the Resolution.

**SECTION 3.5. Creation of Escrow Account; Designation of Refunded Bonds for Redemption on the Redemption Date; Irrevocable Instruction to Give Notice of Redemption of Bonds.** (A) There is hereby created and established with the Registrar and Paying Agent for the Refunded Bonds special trust funds of the Authority to be designated for purposes of identification as the “Albany County Airport Authority 2010A Bonds Escrow Account” (the “Escrow Accounts”) and there shall be deposited therein the amounts referred to in Section 3.6 and the Certificate of Determination from the proceeds of the Series 2020 Bonds, plus moneys transferred from the Bond Reserve Accounts, Bond Fund Accounts and Passenger Facilities Charge Fund Accounts established for each of the Refunded Bonds, to be deposited therein pursuant to the Resolution. There shall be credited to the applicable Escrow Accounts an amount equal to (a) the sum of (i) the interest payable on the respective Refunded Bonds on the Redemption Date, being the date fixed for redemption of the Refunded Bonds; and (ii) the principal of and premium, if any, payable on the respective Refunded Bonds on the Redemption Date; and (b) less any income derived by the Authority from the investment of the Escrow Accounts. The moneys on credit to the Escrow Accounts shall be held by the Registrar and Paying Agent for the respective series of Refunded Bonds in trust solely for the benefit of the holders of the Refunded Bonds pursuant to the Resolution, but shall not be subject to the lien of the Resolution. The moneys credited to the Escrow Accounts, if invested, shall be invested as provided in the Resolution solely in investments described in the definition of “Governmental Obligations” in Section 9.01 of the Resolution. Any income derived by the Authority from the investment of the Escrow Accounts shall be applied to the payment of the principal of and premium, if any, and interest payable on the Refunded Bonds upon the redemption thereof on the Redemption Date. Any moneys remaining on deposit in the Escrow Accounts after the payment of the redemption price of the Refunded Bonds on the Redemption Date shall be transferred by the Registrar and Paying Agent for the Refunded Bonds to and deposited into the Bond Fund.

(B) The Authority hereby irrevocably designates the Refunded Bonds for optional redemption on the Redemption Date from moneys deposited into the applicable Escrow Accounts, together with the investment earnings thereon.

(C) The Authority hereby irrevocably instructs the Registrar and Paying Agent for the Refunded Bonds to give notice to the holders of the Refunded Bonds of the optional redemption of the Refunded Bonds on the Redemption Date in accordance with and subject to the provisions of Section 2.10 of the Resolution, the applicable provisions of the Supplemental Resolution relating to such Series of Refunded Bonds and Section 2.5 of the Sixteenth Supplemental Resolution.

**SECTION 3.6. Disposition of Proceeds of the Series 2020 Bonds.** The Designated Financial Officer shall designate in the Certificate of Determination the application of the proceeds of the Series 2020 Bonds and the application of other legally available moneys, including the payment of all required insurance premiums, if applicable, and the credits to the Escrow Accounts.



## ARTICLE IV

### FORM OF THE SERIES 2020 BONDS

**SECTION 4.1. Form of the Series 2020 Bonds.** The form of Series 2020 Bonds, the form of certificate of authentication thereof, if applicable, the form of endorsement thereon and the form of assignment pertaining thereto, shall be substantially in the form appended to or included in the Certificate of Determination, with such necessary or appropriate variations, omissions and deletions therefrom and insertions therein as are incidental to their Series, numbers, denominations, maturities, interest rate or rates, paying agencies, privileges of registration, redemption provisions and other details thereof or as otherwise permitted or required by law or by the Resolution.

## ARTICLE V

### CERTIFICATE OF DETERMINATION

**SECTION 5.1. Delegation of Authority.** (A) There is hereby delegated to the Designated Financial Officer, subject to the limitations contained herein, the power to determine and effectuate the following with respect to the Series 2020 Bonds:

- (1) the aggregate principal amount of the Series 2020 Bonds to be issued, together with the principal amount of each Series of the Series 2020 Bonds;
- (2) the dated date or dates, maturity date or dates and principal amount of each maturity of the Series 2020 Bonds, the initial Interest Payment Date or dates of the Series 2020 Bonds, the date or dates from which the Series 2020 Bonds shall bear interest, and the identification designation for the Series 2020 Bonds;
- (3) the interest rate or rates of the Series 2020 Bonds; provided, however, that the interest rate or rates to be borne by the Series 2020 Bonds shall not exceed a true interest cost in excess of the maximum rate per annum permitted by law;
- (4) the amount, if any, of the Bond Reserve Account, 2020;
- (5) the application of the proceeds of the Series 2020 Bonds;
- (6) the Series 2020 Bonds to be retired from Sinking Fund Installments and the dates and the amounts thereof;
- (7) the redemption and any purchase in lieu of redemption provisions of the Series 2020 Bonds;
- (8) the numbering or other identification of the Series 2020 Bonds;
- (9) the definitive form of the Series 2020 Bonds, and form of assignment thereon;
- (10) the establishment of such funds, accounts and sub accounts as required by the Resolution and deemed necessary;
- (11) matters relating to the Bond Insurance Policy, including, but not limited to, the determination to obtain a Bond Insurance Policy and the negotiation of the terms of the Bond Insurance Policy;
- (12) matters relating to the use of a surety bond, insurance policy, or letter of credit in an amount equal to, or a portion of, the Bond Reserve Fund Requirement for the

Series 2020 Bonds and the unrefunded portion of the Series 2010A Bonds, as permitted by the Resolution;

(13) a determination of the best interests of the Authority relating to the refunding of the Refunded Bonds, including the exact amounts of the Refunded Bonds to be refunded, if any;

(14) the execution and delivery of certificates and agreements necessary to provide for the delivery and closing of the Series 2020 Bonds in calendar year 2020, including, but not limited to, any updates to the Official Statement;

(15) confirmation and ratification of the findings and determinations in Article VI and the certification required in Section 2.2 hereof; and

(16) any other provisions deemed advisable by the Designated Financial Officer and not materially in conflict with the provisions of this Sixteenth Supplemental Resolution or of the Resolution including without limitation, the Interest Payment Dates and the Record Dates.

The Designated Financial Officer shall execute, one or more certificates evidencing determinations or other actions taken pursuant to the authority granted herein, executed copies of which, or copies of which, certified by the Designated Financial Officer, shall be filed in the official records of the Board. Each such certificate shall be deemed a Certificate of Determination and shall be conclusive evidence of the action or determination of such officer as to the matters stated therein. The provisions of each Certificate of Determination shall be deemed to be incorporated in and be a part of this Sixteenth Supplemental Resolution.

(B) There is hereby delegated to the Designated Financial Officer and each of the other Authorized Officers, subject to the limitations contained herein, the power to enter into the following agreements and/or execute the following documents and certificates on behalf of the Board with respect to each Series of the Series 2020 Bonds in such forms as he deems appropriate, which documents and certificates are hereby authorized and approved:

(1) the Bond Insurance Commitment, if applicable;

(2) the Tax Certificate;

(3) the Bond Purchase Agreement;

(4) the Continuing Disclosure Undertaking; and

(5) such other agreements, documents, and certificates as shall be necessary or proper related to a Series of the Series 2020 Bonds and the delivery thereof, including, but not limited to, any agreements, documents, and certificates necessary to provide for the delivery and closing of the Series 2020 Bonds in calendar year 2020.

The execution by an Authorized Officer of any agreement, certificate or document executed pursuant to this Section 5.1 shall be conclusive evidence of the determination and agreement of the terms and provisions thereto or therein. Any agreements, certificates and documents executed pursuant to this Section 5.1 are hereby ratified, validated, confirmed and approved.

## ARTICLE VI

### APPROVAL OF SALE AND DOCUMENTS; OTHER MATTERS

**SECTION 6.1. Sale of the Series 2020 Bonds.** The members of the Authority hereby find and determine that the Series 2020 Bonds shall be sold pursuant to a Private Negotiated Sale in accordance with the terms and provisions of Section 2785 of the Act and the Guidelines. The Authority hereby authorizes the Chairman of the Authority or the Chief Financial Officer of the Authority to authorize the sale of the Series 2020 Bonds, for and on behalf of the Authority, in substantially the form approved by the members of the Authority concurrently with the adoption of this Sixteenth Supplemental Resolution.

The Series 2020 Bonds authorized to be issued, executed, sold and delivered pursuant to this Section 6.1 shall (1) be issued, executed and delivered at such time as the Chairman of the Authority or the Chief Financial Officer of the Authority shall determine, and (2) bear interest at the rate or rates, be issued in such form, be subject to redemption prior to maturity and have such other terms and provisions and be issued in such manner and on such conditions as are set forth in the Series 2020 Bonds, this Sixteenth Supplemental Resolution and the Official Statement, which terms are specifically incorporated herein by reference with the same force and effect as if fully set forth in this Sixteenth Supplemental Resolution.

The draft of the Preliminary Official Statement, setting forth certain information with respect to the Series 2020 Bonds, presented to the Board at the meeting at which this resolution is adopted is authorized to be finalized and the Chairman of the Authority or Chief Financial Officer may make such modifications in the Preliminary Official Statement prior to the printing of definitive copies thereof as such officers, upon the advice of counsel to the Authority, deem appropriate and the Authority is further authorized to deliver definitive copies thereof to the Underwriter for distribution of the same to prospective investors in and purchasers of the Series 2020 Bonds.

Upon the completion of the sale of the Series 2020 Bonds by the Underwriter and the execution and delivery of the Bond Purchase Agreement, the Chairman of the Authority, the Chief Financial Officer and staff of the Authority are hereby authorized and directed to prepare and finalize and an Authorized Officer is authorized to execute copies of the final Official Statement, for and on behalf of the Authority and to deliver the same, or cause the same to be delivered, to the Underwriter. The Chairman of the Authority or Chief Financial Officer may make such modifications in the Official Statement prior to the printing of definitive copies as such officers, upon the advice of counsel to the Authority, deem appropriate and an Authorized Officer shall execute and deliver definitive copies thereof to the Underwriter. The execution and delivery of any official statement relating to the Series 2020 Bonds shall be evidence of the approval of the definitive Official Statement. The Authority hereby authorizes said definitive Official Statement, together with the appendices thereto and the information contained therein, to be used in connection with the offering and sale of the Series 2020 Bonds.

Copies of the said Preliminary Official Statement and form of Official Statement shall be filed with the minutes of the meeting at which this Sixteenth Supplemental Resolution is adopted.

**SECTION 6.2. Execution and Delivery of Agreements; Continuing Disclosure.** Each of the Authorized Officers, individually, is hereby authorized for and on behalf of the Authority to execute and deliver such further documents and agreements, including any tax agreement intended to ensure compliance with the tax covenants of the Authority or take any and all such further action as upon the advice of counsel to the Authority that (a) he or they shall deem necessary or desirable in order to effectuate the issuance, delivery and payment of the Series 2020 Bonds in accordance with the terms of the Resolution and this Sixteenth Supplemental Resolution, or (b) may be reasonably required on the part of the Authority to carry out, give effect to and consummate the transactions contemplated hereby and by the documents referred to therein or herein or approved thereby or hereby. In addition, the Designated Financial Officer is authorized to execute the Certificate of Determination in a form substantially similar to that contained in the form filed with the minutes of the meeting at which this Sixteenth Supplemental Resolution is adopted.

A Continuing Disclosure Undertaking by the Authority, in substantially the form of the draft thereof presented at the meeting at which this Sixteenth Supplemental Resolution is adopted and to be dated the date of initial delivery of the Bonds, is hereby authorized to be executed and delivered by an Authorized Officer. The Authority covenants with the holders from time to time of the Series 2020 Bonds that it will, and hereby authorizes the appropriate officers and employees of the Authority to take all action necessary or appropriate to, comply with and carry out all of the provisions of the Continuing Disclosure Undertaking as amended from time to time. Notwithstanding any other provision of the Resolution, failure of the Authority or the Trustee to perform in accordance with the Continuing Disclosure Undertaking shall not constitute a default or an Event of Default under the Resolution, and the rights and remedies provided by the Resolution upon the occurrence of such a default or an Event of Default shall not apply to any such failure, but the Continuing Disclosure Undertaking may be enforced only as provided therein.

**SECTION 6.3. Special Covenants with Respect to Federal Tax Status of the Series 2020 Bonds.** So long as any of the Series 2020 Bonds shall be Outstanding, the Authority shall comply with all applicable provisions of Sections 103 and 141-150 of the Internal Revenue Code of 1986, as amended and all applicable regulations of the Internal Revenue Service proposed and promulgated thereunder.

**SECTION 6.4. Special Covenants with Respect to Passenger Facility Charges.** The Authority hereby covenants with respect to PFC Revenues (1) that the Authority will take all action reasonably necessary to cause the collection and remittance to the Authority of all PFC Revenues required by Federal law to be so collected and remitted; and (2) to apply to payments of principal and interest on the Series 2010 Bonds or any bonds issued to refund the Series 2010 Bonds, during the [\_\_\_\_-year period] reflected in the Report of the Airport Consultant as published in the final Official Statement, by irrevocably depositing in a segregated subaccount the lesser of (a) the total amount of PFC Revenues collected and remitted to the Authority or (b) the amount of PFC Revenues to be used for the Series 2010 Bonds or any bonds issued to refund the Series 2010 Bonds, as shown in the Report of the Airport Consultant as published in the final Official Statement.

**SECTION 6.5. Findings and Determinations.** The Authority hereby finds, determines and declares: (a) the Series 1997A Bonds, the Series 1998B Bonds, the Series 1998C Bonds, the Series 1999A Bonds, the Series 2000A Bonds, the Series 2000B Bonds, the Series 2003A Bonds, the Series 2004 Bonds, the Series 2006A Bonds, the Series 2006B Bonds, the Series 2006C Bonds, the Series 2008A Bonds, the Series 2010A Bonds, the Series 2010B Bonds, the Series 2017A Bonds, the Series 2017B Bonds, the Series 2018A Bonds and the Series 2018B Bonds are the only Series of Bonds issued under the Resolution; (b) the Series 2020 Bonds are issued under the authorization of Section 2.02 of the Resolution; (c) the Airport Consultant has delivered a report satisfying the requirements of Section 2.02(2)(ii) of the Resolution, (d) the Series 2020 Bonds shall be sold by means of a Private Negotiated Sale, as such term is defined in the Authority's Guidelines, and the Authority accepts and endorses the written recommendation of the Chairman of the Authority regarding the determination to sell the Series 2020 Bonds pursuant to a Private Negotiated Sale, and further finds and determines, in accordance with, the Guidelines, that it is in the best interests of the Authority to sell, and the interests of the Authority will be best served by a sale of, the Series 2020 Bonds by means of a Private Negotiated Sale, and further ratifies and confirms all action taken by the Authority and Authority staff with respect to the sale of the Series 2020 Bonds by means of a Private Negotiated Sale; (e) the refunding of all or a portion of the Refunded Bonds is expedient and in the best interests of the Authority under Section 2875(2) of the Act, (f) the requirements contained in Section 2875 of the Act relating to the sale of the Series 2020 Bonds will be satisfied by the date of issuance of the Series 2020 Bonds, and (g) all provisions and conditions of the Resolution and of other applicable law have been complied with in the issuance under the Resolution of the Series 2020 Bonds.

For purposes of the preceding paragraph, all capitalized terms not previously defined in this Sixteenth Supplemental Resolution shall have the meanings given them in the Guidelines and the Act.

The Board hereby further finds, determines and declares that this Sixteenth Supplemental Resolution (1) supplements the Resolution; (2) constitutes and is a "Supplemental Resolution" within the meaning of the quoted words as defined and used in the Resolution; and (3) is adopted pursuant to and under the authority of the Resolution.

The Board hereby further finds, determines and declares that the Series 2020 Bonds are to be issued under the Resolution and to constitute and be "Bonds" within the meaning of the quoted word as defined and used in the Resolution. As more fully set forth in the Resolution, the Series 2020 Bonds: (i) shall be entitled to the benefits, security and protection of the Resolution, equally and ratably with one another and with any other Bonds hereafter issued thereunder; (ii) shall be payable as provided in the Resolution solely from Net Revenues on a parity with one another and with all Bonds hereafter issued under the Resolution; and (iii) shall be equally and ratably secured under the Resolution with one another and with all Bonds hereafter issued thereunder, without priority by reason of series, number, date of adoption of this Sixteenth Supplemental Resolution providing for the issuance thereof, date of Bonds, date of sale, date of execution, date of issuance, date of delivery, or otherwise, by the liens, pledges, charges and assignments created by the Resolution.

The Board hereby further finds, determines and declares: (a) except for the Bonds, there are not outstanding any bonds, notes or other evidences of indebtedness payable from and secured by lien on or pledge or charge upon Revenues; (b) the Revenues are not encumbered by any lien and charge thereon or pledge thereof, other than the lien and charge thereon and pledge thereof created by the Resolution for the payment and security of the Bonds; and (c) there does not exist an "Event of Default" as defined in Section 7.01 of the Resolution, nor does there exist any condition which, after the passage of time, would constitute, under such section, an "Event of Default".

The Board hereby further finds, determines and declares that it is in the best interest of the Authority (1) to implement the Plan of Financing; and (2) to take such actions and execute such documents from time to time as shall be deemed necessary or desirable in order to effectuate the issuance, delivery and payment of the Series 2020 Bonds, and the implementation of the Plan of Financing.

**SECTION 6.6. Laws Governing; Severability.** This Sixteenth Supplemental Resolution shall be construed and enforced in accordance with the Constitution and laws of the State of New York.

If any provision of this Sixteenth Supplemental Resolution shall be held or deemed to be or shall, in fact, be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions, or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatever.

The invalidity of any one or more phrases, sentences, clauses, paragraphs or sections in this Sixteenth Supplemental Resolution shall not affect the remaining portions of this Sixteenth Supplemental Resolution or any part thereof or of the Series 2020 Bonds issued hereunder.

**SECTION 6.7. Section Headings; Table of Contents.** The headings or titles of the several sections hereof, and any table of contents appended hereto or to copies hereof, shall be solely for convenience of reference and shall not affect the meaning or construction, interpretation or effect of this Sixteenth Supplemental Resolution.

**SECTION 6.8. Effective Date of This Sixteenth Supplemental Resolution.** This Sixteenth Supplemental Resolution shall become effective upon its adoption.



## **Old Business**

## **New Business**

## **Executive Session**

## **Attorney-Client Privilege Matters**