



ALBANY COUNTY AIRPORT AUTHORITY

REGULAR MEETING

AGENDA

December 4, 2023

General:

- 1. Chairman's Remarks**
- 2. Approval of Minutes:**
Regular Meeting - November 6, 2023
- 3. Communications and Report of Chief Executive Officer**

Reports:

- 4. Chief Financial Officer**
- 5. Project Development**
- 6. Counsel**
- 7. Concessions/Ambassador Program**
- 8. Public Affairs**
- 9. Business & Economic Development**

Action Items:

- 10. Authorization of Contracts/Leases/Contract Negotiations/Contract Amendments**
 - 10.1 Authorization to make purchases using State of New York Contracts: - Diesel Fuel (Group # 05602/ Award 23298)**
 - 10.2 Authorization to approve insurance policy premiums and insurance broker services**



- 10.3 Professional Service Contract: 3-Year Contract Extension: Amendment No. 7 to Professional Services Contract No. S371: Passenger Information Services with Albany County Convention & Visitors Bureau a/k/a Discover Albany**
- 10.4 Amendment #2 to Contract: No. S-21-1100 Design Services for Runway 10-28 Rehabilitation to Collier Engineering for Additional Survey and Design for Obstruction Removal.**

- 11. Authorization of Change Orders**

- 12. Authorization of Federal and State Grants**
 - 12.1 Grant Agreement – Authorization to Accept State Funding Grant – PIN 1A00.94, Terminal & North Garage Elevator Rehabilitation & Modernization**

- 13. Informational Only**
 - 13.1 Airport Master Plan Update – FAA & NYSDOT submissions of draft final materials.**

- 14. Review and approval of the Authority’s PROCUREMENT CONTRACT GUIDELINES, OPERATIVE POLICY, PETTY CASH ACCOUNTS AND INSTRUCTIONS (Procurement Guidelines) adopted December 14, 2015 and last reviewed December 5, 2022.**

Old Business:

New Business:

Executive Session - Attorney-Client Privilege Matters

AGENDA ITEM NO. 1

Chairman's Remarks

AGENDA ITEM NO. 2

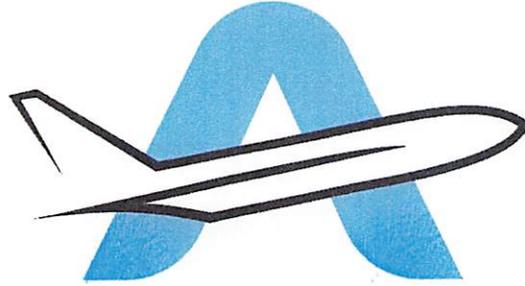
Approval of Minutes

AGENDA ITEM NO. 3

Communications and Report of Chief Executive Officer

AGENDA ITEM NO. 4

Financials



ALBANY

INTERNATIONAL AIRPORT

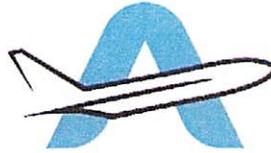
Monthly Financial Report

October 2023

(dated November 22, 2023)

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October 22, 2023

ACAA Members
Philip F. Calderone, Esq.

INTRODUCTION

Enplanement, Cargo and Operations continue to trend positively from the prior year, as shown below:

	2023 Current Year versus			
	2023 Month Budget	2022 Month Actual	2022 YTD	2022 Prev. 12 Mo.
Enplanements	16.47%	11.7%	5.2%	4.6%
Cargo	(6.6)	1.9	(0.6)	(0.9)
Operations	12.5	2.3	(0.0)	0.3

	Month	
	Oct22	Oct23
Destination Airports	20	21
Scheduled Monthly Flight	1,218	1,308
Average Daily Flights	39.4	42.2
Pax Lift (Pax Seats)	131,673	152,125
Enplanements	119,918	135,785

FINANCIAL INFORMATION

Cash Position – Unrestricted (Operating)

The Airport continues to maintain a strong cash position. The Statements of Net Position provided on Page 4 reports unrestricted cash of \$39,840,601 and equates to approximately 12.60 months of operating reserves (Notes to Financial Statements #2, Page 8).

Cash Position – Restricted

Restricted cash available for capital purposes is as follows:

Projects	\$ 5,068,929
Projects – PFC	10,184,499
Projects – Other	<u>1,399,067</u>
	\$16,652,495

Accounts Receivable

The Accounts Receivable balance is approximately 10.58 of average day total operating revenues.

Equity – YTD Earnings

The Summary of Revenues, Expenses and Net results is provided on Page 5. The Airport recorded a change in net position for the month and year-to-date shown as follows:

	Month	YTD
Airport Operating	\$ 2,120,898	\$ 15,183,004
FBO Profit	<u>125,270</u>	<u>2,174,592</u>
	2,246,168	17,357,596
Other Rev/Exp (d.ser.)	(344,192)	1,780,349
Capital Contributions	274,712	7,074,813
Airline Incnt. Payts.	<u>(36,516)</u>	<u>(258,676)</u>
	<u>(105,996)</u>	<u>8,596,486</u>
	\$ 2,140,172	\$ 25,954,082*

*Please note, depreciation is not recorded on the monthly financial statements.

Airport Operating Revenues

Monthly operating revenues increased approximately \$799K from the same month the prior year. YTD operating revenues increased approximately \$4,071K over the same time period the prior year.

Airport Operating Expenses

Monthly operating expenses were approximately \$2,448K and \$2,019K for 2023 and 2022, respectively. YTD operating expenses were \$25,983K and \$24,878K for 2023 and 2022, respectively.

AIRPORT OPERATING BUDGET

Monthly airport operating revenues were favorable to budget by approximately **\$1,087K**, due in large part to the increases in Landing Fees, Terminal Rent Fees, and Rental Car revenue. Monthly airport operating expenses compared to budget were favorable by approximately **\$496K**.

YTD airport operating revenues were favorable to budget by approximately **\$6,350K**. YTD airport operating expense were favorable by approximately **\$3,450K**.

MILLION AIR FBO OPERATIONS

Revenues derived from the sale of JetA and AvGas fuels is the largest contributor of FBO revenue. Below are the fuel sold in gallons for both JetA and AvGas:

	2023 Current Year versus			
	2023 Budget	2022 Month	2022 YTD	2022 Prev. 12 Mo.
JetA (gals)	(7.6%)	(10.0%)	1.4%	(3.2%)
AvGas (gals)	50.2	(3.0)	6.7	11.0

FBO Summary of Revenues, Expenses and Net results are shown on Page 7.

The FBO had operating profits of approximately **\$125K** and **\$2,174K**, for the month and year-to-date, respectively, both favorable as compared to the budget.

Monthly FBO operating revenues were unfavorable to budget by approximately **\$81K**. Monthly FBO COGS (cost of goods sold-fuel) compared to budget were favorable by approximately **\$77K**. Monthly FBO operating expenses compared to budget were favorable by approximately **\$26K**.

YTD FBO operating revenues were favorable to budget by approximately **\$1,011K**, due in large part to Deicing Services. YTD FBO COGS (cost of goods sold-fuel) compared to budget were favorable by approximately **\$17K**. YTD FBO operating expenses compared to budget were favorable by approximately **\$110K**.

PASSENGER AIRLINE SCHEDULES

Weekly Passenger Airline schedule flight changes over the past months are as follows:

		Begin	+	-	End
Jun21	(week #21-25)	263	21	(44)	240
Jul21	(week #21-29)	240	14	(5)	249
Aug21	(week #21-34)	249	24	(2)	271
Sep21	(week #21-38)	271	13	(18)	266
Oct21	(week #21-42)	266	19	(18)	267
Nov21	(week#21-46)	267	22	(34)	255
Dec21	(week#21-50)	255	7	(19)	243
Jan22	(week#22-04)	243	27	(27)	243
Feb22	(week#22-08)	243	11	(6)	248
Mar22	(week#22-13)	248	28	(11)	265
Apr22	(week#22-17)	265	48	(5)	308
May22	(week#22-21)	308	9	(25)	292
Jun22	(week#22-26)	288	22	(14)	300
Jul22	(week#22-31)	300	27	(6)	321
Aug22	(week#22-35)	321	7	(18)	310
Sep22	(week#22-39)	310	-	(40)	270
Oct22	(week#22-44)	270	13	(6)	277
Nov22	(week#22-48)	277	4	(38)	243
Dec22	(week#22-52)	243	26	(4)	265
Jan23	(week#23-04)	265	19	(15)	269
Feb23	(week#2308)	269	36	(3)	302
Mar23	(week#2312)	302	8	(13)	297
Apr23	(week#2316)	297	12	(9)	300
May23	(week#2321)	300	6	(16)	290
Jun23	(week#2325)	290	16	(28)	278
Jul23	(week#2330)	278	28	-	306
Aug23	(week#2334)	306	2	(9)	299
Sep23	(week#2338)	299	12	(25)	286
Oct23	(week#2343)	286	25	(14)	297
Nov23	(week#2347)	297	2	(41)	258
Dec23	(week#2352)	258	10	(11)	257

PROJECTIONS

2023 and 2024 enplanement projections are as follows:

	2023	2024
Jan 2023	1,400,000	1,450,000
Feb2023	1,400,000	1,450,000
Mar 2023	1,400,000	1,450,000
Apr 2023	1,375,000	1,450,000
May2023	1,350,000	1,450,000
Jun 2023	1,340,000	1,400,000
Jul 2023	1,340,000	1,400,000
Aug 2023	1,330,000	1,400,000
Sep 2023	1,330,000	1,425,000
Oct 2023	1,330,000	1,425,000
Nov 2023	-	-
Dec2023	-	-

BOND RATINGS

Apr21	Moody's	A3	Stable
Jul22	Moody's	A2	Stable
Mar20	S&P Global Ratings	A-	Negative
Apr21	S&P Global Ratings	A-	Stable
Aug22	S&P Global Ratings	A	Stable
	Fitch		Not Rated

FULL TIME FILLED POSITIONS

Workforce consists of the following Full-Time Filled positions:

	<u>Begin</u>	<u>+</u>	<u>-</u>	<u>End</u>
Mar 2022	173	2	(5)	170
Apr 2022	170	3	(2)	171
May 2022	171	7	(3)	175
Jun 2022	175	4	(2)	177
Jul 2022	173	-	(3)*	174
Aug 2022	174	8	(1)	181
Sep 2022	181	5	(3)	183
Oct 2022	187 ⁽¹⁾	6	(10)	184
Thru Week 50	184	-	(3)	181
Thru Week 23-02	181	-	(2)	179
Thru Week 23-06	179	-	-	181
Thru Week 23-10	181	4	(1)	184
Thru Week 23-18	184	13	(11)	186
Thru Week 23-22	186	5	(3)	188
Thru Week 23-33	188	2	(5)	185
Thru Week 23-36	185	5	(5)	185
Thru Week 23-41	185	6	(4)	187
Thru Week 23-46	187	5	(3)	189

(1) 4 position adjustment

*adjustment

Cargo (tons)

	<u>Month YOY%</u>		<u>YTD YOY%</u>		<u>12YE YOY%</u>	
	<u>NAM</u>	<u>ALB</u>	<u>NAM</u>	<u>ALB</u>	<u>NAM</u>	<u>ALB</u>
Sep21	3.8	(6.6)	7.1	9.3	8.4	8.5
Oct21	(0.5)	(10.6)	6.4	7.0	7.6	6.6
Nov21	4.1	0.7	6.6	6.5	7.5	6.2
Dec21	0.4	(2.1)	5.8	5.5	5.8	5.5
Jan22	(7.3)	(14.3)	(7.3)	(14.3)	4.1	3.3
Feb22	3.3	(0.3)	(2.5)	(8.0)	4.0	2.6
Mar22	(0.8)	(8.5)	(1.8)	(8.2)	2.6	0.1
Apr22	(6.7)	(24.2)	(3.3)	(12.8)	0.5	(4.6)
May22	(6.3)	(18.7)	(3.9)	(14.1)	(0.4)	(7.1)
Jun22	(3.1)	(6.8)	(3.7)	(14.6)	(0.8)	(7.8)
Jul22	(5.5)	(14.5)	(4.0)	(13.0)	(1.3)	(9.1)
Aug22	(1.1)	(0.1)	(3.7)	(11.5)	(1.7)	(9.0)
Sep22	(2.5)	(2.3)	(3.5)	(11.7)	(2.3)	(9.5)
Oct22	(5.7)	(5.6)	(3.9)	(10.0)	(2.8)	(8.3)
Nov22	(3.4)	(0.8)	(3.8)	(9.2)	(3.4)	(8.4)
Dec22	(9.2)	(3.0)	(4.2)	(8.5)	(4.2)	(8.5)
Jan23	(7.7)	(7.7)	(7.7)	(7.7)	(4.2)	(8.0)
Feb23	(6.7)	(10.3)	(7.5)	(9.4)	(5.0)	(9.4)
Mar23	(8.5)	(2.0)	(7.9)	(6.2)	(5.8)	(8.1)
Apr23	(11.0)	(2.4)	(8.7)	(5.2)	(6.0)	(6.1)
May23	(2.5)	4.6	(7.5)	(3.2)	(5.7)	(4.1)
Jun23	(6.6)	(1.5)	(7.3)	(2.9)	(6.0)	(3.7)
Jul23	(11.5)	(5.4)	(7.9)	(3.3)	(6.3)	(2.9)
Aug23	(3.1)	21.8	(7.3)	0.1	(6.6)	(1.0)

COMPARISON WITH NATIONAL

Comparison of enplanement and cargo levels with the North American (NAM) amounts as provided by ACI-NA are as follows:

Enplanements

	<u>Month YOY%</u>		<u>YTD YOY%</u>		<u>12YE YOY%</u>	
	<u>NAM</u>	<u>ALB</u>	<u>NAM</u>	<u>ALB</u>	<u>NAM</u>	<u>ALB</u>
Sep21	*	*	61.2	56.7	6.8	(4.6)
Oct21	*	*	66.2	69.5	25.2	20.6
Nov21	*	*	71.4	79.8	46.9	49.8
Dec21	*	*	75.1	87.7	75.1	87.7
Jan22	90.6	188.4	90.6	188.4	104.6	137.3
Feb22	104.2	168.6	95.5	177.6	142.3	208.4
Mar22	65.5	117.1	81.9	149.3	148.5	237.6
Apr22	46.8	70.7	69.8	119.0	122.9	196.6
May22	31.8	38.4	59.9	93.6	101.2	161.5
Jun22	18.1	21.7	49.6	43.3	82.2	136.7
Jul22	7.8	15.1	40.3	61.0	65.5	107.1
Aug22	12.4	15.1	35.6	51.7	54.5	83.7
Sep22	18.5	10.6	33.4	31.4	47.4	21.8
Oct22	13.8	4.9	30.9	39.8	40.0	53.1
Nov22	8.4	3.3	28.5	35.7	32.8	41.6
Dec22	5.8	(0.4)	26.2	32.2	26.2	32.2
Jan23	26.8		26.8		23.8	
Feb23	17.5	15.7	22.6	18.4	20.6	18.9
Mar23	9.7	0.6	17.5	13.6	17.0	17.0
Apr23	7.1	(2.7)	14.4	8.7	14.1	12.1
May23	7.1	2.2	12.7	7.2	12.2	9.5
Jun23	7.7	(1.2)	11.8	5.6	11.4	7.2
Jul23	7.8	(0.2)	11.2	4.6	11.4	5.7
Aug23	7.7	4.8	10.7	4.6	11.0	4.7

* Percentage reflects a meaningless amount due to the reduced number of enplanements in April 2020.

**Albany County Airport Authority
Statements of Net Position**

	Unaudited October 31, 2022	Unaudited October 31, 2023
<u>ASSETS</u>		
CURRENT ASSETS		
Unrestricted Assets		
Cash and cash equivalents	\$10,879,961	\$18,637,055
Development Fund	17,140,517	21,203,546
Accounts Receivable - net	884,677	1,689,754
Lease Receivable	2,683,477	2,567,186
Prepaid Expenses	265,229	1,075,045
Total Unrestricted Assets	31,853,861	45,172,586
Restricted Assets		
Operating and Renewal Reserves	7,319,272	8,357,460
CFC Funds	451,174	463,810
Capital Funds	4,074,209	5,068,929
PFC Funds	9,819,949	10,184,493
Revenue Bond Funds	14,343,731	14,649,662
FAA Restricted Funds	204,840	214,097
Concession Improvement Funds	702,539	721,160
Total Restricted Assets	36,915,714	39,659,611
Total Current Assets	68,769,575	84,832,197
NON-CURRENT ASSETS		
Capital Assets	283,537,459	281,779,359
Lease Receivable	20,212,167	18,404,031
Prepaid Expenses	209,668	194,232
Total Non-Current Assets	303,959,294	300,377,622
Total Assets	372,728,869	385,209,819
<u>DEFERRED OUTFLOWS OF RESOURCES</u>		
Refunding	1,344,959	959,399
OPEB Expenses	391,588	1,025,989
Pension Expenses	1,136,675	1,048,107
Total Deferred Outflows of Resources	2,873,222	3,033,495
TOTAL ASSETS AND DEFERRED OUTFLOWS	375,602,091	388,243,314
<u>LIABILITIES AND NET ASSETS</u>		
CURRENT LIABILITIES		
Payable from Unrestricted Assets	2,717,022	4,422,116
Payable from Restricted Assets	15,725,121	16,426,523
Total Current Liabilities	18,442,143	20,848,639
NON-CURRENT LIABILITIES		
Bonds and other debt obligations	68,233,168	59,817,198
Net OPEB Liability	5,837,637	6,202,630
Net Pension Liability - proportionate share	251,551	(81,997)
Total Non-Current Liabilities	74,322,356	65,937,831
Total Liabilities	92,764,499	86,786,470
<u>DEFERRED INFLOWS OF RESOURCES</u>		
Concession Improvement Funds	762,101	889,888
OPEB Expenses	1,156,601	1,275,576
Pension Expenses	1,093,887	1,246,137
Leases	22,400,114	20,221,742
Total Deferred Inflows of Resources	25,412,703	23,633,343
<u>NET POSITION</u>		
Invested in Capital Assets, net of Related Debt	209,840,206	216,365,278
Restricted	27,297,098	29,068,210
Unrestricted	20,287,585	32,390,013
Net Position	257,424,889	277,823,501
TOTAL LIABILITIES, DEFERRED INFLOWS AND NET POSITION	\$ 375,602,091	\$ 388,243,314

Albany County Airport Authority
2023 Summary of Revenues, Expenses and Net Results
For the ten months ended October 31, 2023

	Current Month			Year to Date		
	2023 Budget	2022 Actual	2023 Actual	2023 Budget	2022 Actual	2023 Actual
AIRPORT OPERATING REVENUES						
Airline	\$ 953,595	\$ 1,079,828	\$ 1,338,948	\$ 9,535,954	\$ 10,869,123	\$ 12,980,465
Non-Airline	2,527,970	2,689,674	3,229,543	25,279,695	26,225,896	28,185,467
Total Revenues	3,481,565	3,769,502	4,568,491	34,815,649	37,095,019	41,165,932
AIRPORT OPERATING EXPENSES						
Personal Services	962,888	741,578	809,890	9,628,880	8,242,169	8,786,042
Employee Benefits	493,446	392,321	229,549	4,934,456	4,065,393	4,232,323
Utilities & Communications	201,463	91,976	217,954	2,014,627	2,081,652	2,157,972
Purchased Services	550,841	390,704	536,907	5,508,408	4,232,295	4,854,391
Material & Supplies	499,112	254,853	506,072	4,991,117	4,498,564	4,085,352
Office	89,557	36,978	65,719	895,565	560,180	628,996
Administration	82,372	82,931	81,502	823,721	827,838	939,295
Non-Capital Equipment	63,625	28,233	0	636,250	370,191	298,557
Total Expenses	2,943,304	2,019,574	2,447,593	29,433,024	24,878,282	25,982,928
AIRPORT OPERATING RESULTS	538,261	1,749,928	2,120,898	5,382,625	12,216,737	15,183,004
FBO OPERATING RESULTS	103,663	(6,551)	125,270	1,036,628	2,062,000	2,174,592
TOTAL OPERATING RESULTS	641,924	1,743,377	2,246,168	6,419,253	14,278,737	17,357,596
OTHER REVENUES (EXPENSES)						
Interest Earnings	117,119	81,135	145,094	1,171,193	254,785	1,414,109
Passenger Facility Charges	374,992	303,367	303,456	3,749,918	3,033,670	3,034,560
ACAA Debt Service	(835,222)	(835,018)	(835,222)	(8,352,207)	(8,350,180)	(8,352,207)
Grant Income	435,871	12,160	11,780	4,358,714	115,520	5,041,887
Insurance Recoveries	-	-	-	-	-	335,000
Improvement Charges	-	30,700	30,700	-	307,000	307,000
Total Other Revenues(Expenses)	92,760	(407,656)	(344,192)	927,618	(4,639,205)	1,780,349
INCOME/(LOSS) BEFORE CAPITAL CONTRIBUTIONS	734,684	1,335,721	1,901,976	7,346,871	9,639,532	19,137,945
AIRLINE INCENTIVES	(33,333)	(25,595)	(36,516)	(333,332)	(216,013)	(258,676)
CAPITAL CONTRIBUTIONS	-	481	274,712	-	819,743	7,074,813
INCREASE (DECREASE) IN NET POSITION	\$ 701,351	\$ 1,310,607	\$ 2,140,172	\$ 7,013,539	10,243,262	25,954,082
NET POSITION, BEGINNING OF PERIOD					247,181,627	251,869,419
NET POSITION, END OF PERIOD					\$ 257,424,889	\$ 277,823,501
RECONCIATION TO AIRLINE FUNDS REMAINING:						
NET RESULTS BEFORE RESERVES	734,684	1,335,721	1,901,976	7,346,871	9,639,532	19,137,945
Less: Capital Improvements	(287,072)	(275,000)	(287,072)	(2,870,715)	(2,750,000)	(2,870,715)
Less: Reserve Requirements	(71,443)	(43,789)	(71,443)	(714,428)	(437,890)	(714,428)
NET RESULTS	376,170	1,016,932	1,543,462	3,761,729	6,451,642	15,552,803
Revenue Sharing:						
Transfer to/from Airlines (50%)	188,085	508,466	771,731	1,880,864	3,225,821	7,776,401
Authority Share (50%)	188,085	508,466	771,731	1,880,864	3,225,821	7,776,401
Less: Airline Incentives	(33,333)	(25,595)	(36,516)	(333,332)	(216,013)	(258,676)
Net Authority Share	\$ 154,752	\$ 482,871	\$ 735,215	\$ 1,547,532	\$ 3,009,808	\$ 7,517,725

Albany County Airport Authority
Operating Revenues
For the ten months ended October 31, 2023

	Current Month			Year to Date		
	2023 Budget	2022 Actual	2023 Actual	2023 Budget	2022 Actual	2023 Actual
AIRLINE REVENUES						
COMMERCIAL						
Landing Fees-Signatory	\$ 467,201	\$ 436,758	\$ 591,219	\$ 4,672,012	\$ 4,298,486	\$ 5,336,264
Landing Fees-Non Signatory	5,230	0	0	52,300	0	0
Airline Apron Fees	72,926	65,412	69,361	729,262	654,123	693,606
Glycol Disposal Fee	25,120	3,110	6,118	251,196	175,927	238,236
CARGO						
Landing Fees-Signatory	0	47,308	56,004	0	480,415	516,758
Landing Fees-Non Signatory	0	3,635	2,959	0	32,890	71,227
TERMINAL						
Loading Bridges	59,389	48,040	59,389	593,895	480,399	593,895
Space Rental	322,979	473,853	552,108	3,229,790	4,738,530	5,521,085
Non-Signatory Per Turn Fee	750	1,713	1,790	7,500	8,353	9,394
TOTAL AIRLINE REVENUES	953,595	1,079,828	1,338,948	9,535,954	10,869,123	12,980,465
NON-AIRLINE REVENUES						
AIRFIELD						
Tenant Maintenance	2,500	489	0	25,000	58,888	28,841
Total Airfield	2,500	489	0	25,000	58,888	28,841
TERMINAL						
Utility Reimbursement	2,000	1,963	2,801	20,000	27,429	30,894
Tenant Maintenance	1,713	0	0	17,133	0	4,150
Space Rent - Non Airline	73,160	2,403	10,779	731,597	629,475	181,048
Space Rent - Fixed Non Airline	0	0	47,130	0	0	471,295
Food & Beverage	83,125	107,946	115,960	831,250	986,263	1,095,317
Retail	73,625	91,710	102,439	736,250	758,372	874,964
Advertising	9,050	4,300	0	90,500	44,597	0
ATM	1,650	1,701	68	16,500	14,420	14,043
Operating Permits	18,300	27,240	26,543	183,000	269,985	286,937
Vending Machines	2,328	1,771	1,447	23,275	18,990	16,420
Baggage Cart Rentals	1,306	1,102	1,340	13,063	13,612	13,320
Total Terminal	266,257	240,137	308,507	2,662,567	2,763,142	2,988,387
GROUND TRANSPORTATION						
Parking	1,329,295	1,408,507	1,634,432	13,292,949	13,384,040	14,586,002
Rental Cars	427,500	514,003	729,687	4,275,000	5,238,281	5,645,257
Access Fees	17,136	9,088	24,292	171,357	126,126	155,147
TNCs	20,188	27,895	37,754	201,875	224,096	298,124
Garage Space Rent	8,376	(9,555)	6,911	83,762	66,453	69,111
Garage Kiosk Rent	0	18,000	1,800	0	18,000	18,000
Total Ground Transportation	1,802,494	1,967,938	2,434,876	18,024,943	19,056,996	20,771,642
OTHER AIRPORT						
Telephone System - Tenants	3,496	4,402	4,406	34,955	44,575	43,893
Building Rental	11,686	11,633	6,594	116,863	114,640	90,819
Control Tower Rental	67,983	133,956	64,595	679,835	633,287	645,953
Air Cargo Facility	43,750	43,240	107,034	437,500	406,788	494,035
State Executive Hangar	103,924	103,924	103,924	1,039,236	1,039,236	1,039,236
T Hangars	10,937	11,844	11,148	109,374	123,465	130,021
Tie Downs	241	248	132	2,409	2,483	2,042
AV Gas Fuel Sales	0	0	0	0	140	0
Industrial Park	44,617	38,229	49,911	446,166	465,630	472,699
Land Rental	36,640	(22,091)	42,136	366,401	412,028	411,801
Eclipse Hangar	25,141	25,141	26,157	251,413	251,413	261,570
Hangar Rental	82,332	47,956	48,717	823,319	469,739	489,448
Antenna Space Rental	0	67,231	6,827	0	67,231	68,269
Internet and Cable Access	775	775	555	7,750	4,750	3,650
Fingerprinting	2,083	674	3,614	20,833	28,510	30,819
Tenant Maintenance	167	0	0	1,667	0	574
Purchasing Proposals	0	0	20	0	0	170
Ebay/Scrap/Equipment Sales	417	0	266	4,167	9,721	4,587
Utility Reimbursement	13,750	10,184	9,939	137,500	157,570	143,848
Reimb of Property Taxes	2,113	0	0	21,131	26,323	50,284
Other	6,667	3,764	185	66,667	89,342	12,879
Total Other Airport	456,718	481,111	486,160	4,567,185	4,346,870	4,396,597
TOTAL NON AIRLINE REVENUES	2,527,970	2,689,674	3,229,543	25,279,695	26,225,896	28,185,467
TOTAL REVENUES	\$ 3,481,565	\$ 3,769,502	\$ 4,568,492	\$ 34,815,649	\$ 37,095,019	\$ 41,165,932

October 2023 Monthly Financial Report

Albany County Airport Authority
FBO Results
For the ten months ended October 31, 2023

	Current Month			Year to Date		
	2023 Budget	2022 Actual	2023 Actual	2023 Budget	2022 Actual	2023 Actual
REVENUES						
Retail Fuel						
Jet A Fuel Sales	\$ 505,000	\$ 725,783	\$ 552,376	\$ 5,050,000	\$ 6,164,048	\$ 5,420,526
AvGas Fuel Sales	21,233	42,963	40,272	212,333	384,665	382,272
Commercial AvGas Fuel Sales	1,750	1,664	1,757	17,500	14,474	17,604
Auto & Diesel Fuel Sales	19,583	20,167	17,608	195,833	212,638	193,096
Retail Fuel Sales	547,567	790,577	612,014	5,475,667	6,775,825	6,013,498
Into Plane Fees	45,000	59,665	62,435	450,000	603,180	617,770
Fuel Farm Fees	57,625	62,767	80,268	576,250	720,003	726,863
General Aviation Landing Fees	25,000	27,853	25,699	250,000	266,768	327,683
Aircraft Parking Fees	42,298	40,874	33,118	422,977	440,179	495,269
Deicing Services	180,254	17,129	26,714	1,802,542	1,070,831	1,914,398
FBO Properties	44,913	28,947	26,250	449,130	297,985	285,647
FBO Services	8,750	5,034	3,705	87,500	83,603	144,146
TOTAL REVENUES	951,406	1,032,846	870,202	9,514,065	10,258,374	10,525,273
COST OF SALES						
Fuel Costs - Jet A	274,167	421,957	293,812	2,741,667	3,365,584	2,954,986
Fuel Discounts - Jet A	33,333	18,367	18,552	333,333	187,247	153,917
Fuel Costs - SAF	0	0	0	0	0	0
Fuel Costs - AvGas	15,102	32,365	32,815	151,017	297,180	295,993
Fuel Discounts - AvGas	370	1,032	1,017	3,696	8,086	9,672
Fuel Costs - Commercial AvGas	1,250	1,400	1,580	12,500	11,836	14,928
Fuel Costs - Auto & Diesel	10,000	25,830	14,001	100,000	183,676	152,376
Total Fuel Costs	334,221	500,951	361,778	3,342,212	4,053,608	3,581,872
Deicing Costs - Type I & IV	153,998	16,936	41,099	1,539,981	708,224	1,252,812
Customs Garbage, Oil & Other	375	0	9,162	3,750	1,474	34,536
Total Cost of Sales	488,594	517,887	412,039	4,885,943	4,763,306	4,869,219
Net Operating	462,812	514,959	458,162	4,628,122	5,495,069	5,656,054
CATEGORY						
Personal Services						
Salaries	151,014	147,871	173,870	1,510,145	1,192,047	1,369,636
Overtime	17,116	19,351	21,869	171,163	143,819	214,066
Total Personal Services	168,131	167,223	195,738	1,681,307	1,335,866	1,583,702
Employee Benefits	59,282	39,365	17,877	592,821	388,711	440,513
Utilities & Communications	6,782	5,824	7,068	67,823	94,656	98,792
Purchased Services	51,764	153,083	27,541	517,639	506,580	406,980
Materials & Supplies						
Buildings	9,384	64,241	3,455	93,838	305,538	92,195
Grounds	3,167	1,080	962	31,667	6,373	9,758
Vehicles	39,058	44,046	48,497	390,576	427,170	470,372
Total Materials & Supplies	51,608	109,366	52,915	516,081	739,081	572,325
Administrative Expenses	13,497	46,650	31,754	134,974	345,588	305,694
Non-Capital Equipment	8,085	0	0	80,848	22,586	73,455
TOTAL EXPENSES	359,149	521,510	332,893	3,591,494	3,433,068	3,481,462
FBO Net Direct Cost	\$ 103,663	\$ (6,551)	\$ 125,270	\$ 1,036,628	\$ 2,062,000	\$ 2,174,592

Notes to Financial Statements

1. Accounting Basis

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 on a monthly basis. The financial information presented herewith is prepared on the Albany County Airport Authority's budgetary basis of accounting.

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.

2. Cash Reserves

2023 Operating Budget - Airport \$35,719,629
 2023 Operating Budget – FBO 10,172,924
 \$45,892,553

Monthly Operating Outflow (\$45,892,553/12)
 \$3,824,379

Months Operating Reserves Unrestricted
 \$39,840,601/\$3,824,379 ~ 10.41 months

Months Operating and Renewal Reserves
 \$8,350,026/\$3,824,379 ~ 2.19 months

	Unrest.	Restr	Total
Jan21	5.30	2.0	7.30
May21	5.23	2.1	7.33
Jun21	5.50	2.1	7.71
Jul21	5.98	2.1	8.08
Aug21	5.99	2.1	8.09
Sep21	6.22	2.1	8.32
Oct21	6.11	2.1	8.21
Nov21	6.19	2.1	8.29
Dec21	6.09	2.1	8.19
Jan22	6.51	2.0	8.51
Feb	6.51	2.0	8.51
Mar	6.72	2.0	8.72
Apr	6.88	2.0	8.88
May	6.95	2.0	8.95
Jun	6.93	2.0	8.93
Jul	7.26	2.0	9.26
Aug	7.65	2.0	9.65
Sep	8.03	2.0	10.03
Oct	8.26	2.0	10.26
Nov	8.23	2.0	10.23
Dec	7.94	2.0	9.94
Jan23	6.85	2.1	8.95
Feb23	7.19	2.1	9.29
Mar23	7.49	2.1	9.59
Apr23	7.36	2.16	9.52
May23	8.03	2.16	10.19
Jun23	8.44	2.16	10.60
Jul23	8.92	2.17	11.09
Aug23	9.63	2.17	11.80
Sep23	10.22	2.18	12.40
Oct23	10.41	2.19	12.60

3. Accounts Receivable

The amount of accounts receivables, shown as days of average annual (2023 Budget) daily revenues, is as follows:

\$58,287,414 / 365 = \$159,691
 \$1,689,754 / \$159,691 = 10.58

Jan22	14.98
Jul	7.26
Aug	8.34
Sep	2.86
Oct	6.40
Nov	8.23
Dec	3.23
Jan23	6.96
Feb	4.99
Mar	2.71
Apr	6.65
May	10.59
Jun	16.06
Jul	1.02
Aug	0.68
Sep	5.00
Oct	10.58

4. Capital Assets

The following are capital expenditures that are greater than \$50,000 and have a useful life greater than one year:

	Collected
Land	\$ 48,201,829
Buildings	247,884,827
Equipment	20,162,269
Improvements	281,299,716
	<u>597,548,641</u>
Accumulated Depreciation	<u>(339,687,644)</u>
	257,860,997
Construction In Progress	
CIP – Terminal Connector	5,793,240
CIP – Other	<u>18,125,122</u>
	<u>23,909,362</u>
	\$281,770,359

5. FAA AIP Funding

The following are grant amounts awarded to the Authority. Revenue is recognized when expenses are submitted for reimbursement, not when they are awarded.

	Awarded	Collected
AIP141-M.Plan	\$ 751,154	\$ 537,340
AIP143-CARES	15,277,876	15,277,876 C
AIP144-CHRSSA ³	5,093,917	4,926,367
AIP145-CHRSSA ²	320,510	320,510 C
AIP146-Taxi A	6,256,890	6,256,890
AIP147-Snow Equi	1,537,634	954,635
AIP148-ARPA	12,113,224	-
AIP149-Con Relief	1,282,039	1,282,039
AIP150- Taxi C	7,144,824	5,427,142
Jobs Act of 21 ¹	28,551,945	-

¹ Bipartisan Infrastructure Law, annual appropriation \$5,568,244, award pending.

² Closed, March 2022

³ Must collect by March 19, 2025

**Albany International Airport
Statistics
For the ten months period ending October 31, 2023**

	Current Month			Year to Date			12 Month Running	
	Budget	2022	2023	Budget	2022	2023	2022	2023
Total Enplanements	116,667	119,918	135,785	1,166,667	1,093,931	1,153,356	1,287,625	1,349,954
	16.4%		11.7%			5.2%		4.6%
Operations								
Passenger	2,187	2,472	2,640	21,868	24,426	24,919	29,118	29,607
Cargo	251	266	222	2,513	2,706	2,270	3,404	2,910
Charter, Corporate & Divers	312	366	344	3,119	3,366	3,696	3,827	4,483
General Aviation	1,250	1,348	1,361	12,500	12,472	12,564	14,477	14,613
Military	292	267	263	2,917	2,217	1,729	2,715	2,104
Total Operations	4,292	4,719	4,830	42,917	45,187	45,178	53,541	53,717
	12.5%		2.3%			0.0%		0.3%
Landed Weight (000)	111,250	123,545	141,402	1,112,500	1,217,023	1,276,427	1,438,949	1,508,866
	27.1%		12.6%			4.7%		4.6%
Cargo/Mail & Express	1,838	1,683	1,716	18,375	16,847	16,745	21,172	20,981
	-3.6%		1.9%			-0.6%		-0.9%
Jet A Gallons	116,667	118,321	107,592	1,166,667	1,085,064	1,100,791	1,315,658	1,274,749
	-7.8%		-10.0%			1.4%		-3.2%
AvGas Gallons	4,417	6,832	6,635	44,167	57,692	61,859	64,459	72,416
	50.2%		-3.0%			6.7%		11.0%
Deicing Consortium	6,250	913	2,357	62,500	39,366	45,102	55,702	64,443
Deicing sprayed/retail	7,092	439	171	70,917	41,231	61,483	58,989	85,038
Parking Revenue	\$ 1,329,295	\$ 1,408,507	\$ 1,634,432	\$ 13,292,949	\$ 13,384,040	\$ 14,586,002	\$ 15,659,402	\$ 17,187,773
Revenue per enplanement	\$ 11.39	\$ 11.75	\$ 12.04	\$ 11.39	\$ 12.23	\$ 12.65	\$ 12.16	\$ 12.73
Transactions		47,248	52,846		441,721	477,998	523,787	567,002
Average transaction		\$ 29.81	\$ 30.93		\$ 30.30	\$ 30.51	\$ 29.90	\$ 30.31
Concession Sales								
Rental Cars		\$ 6,350,253	\$ 7,296,863		\$ 52,303,004	\$ 56,456,719	\$ 59,148,967	\$ 64,327,475
Revenue per enplanement		\$ 52.95	\$ 53.74		\$ 47.81	\$ 48.95	\$ 45.94	\$ 47.65
Food and Beverage		\$ 832,727	\$ 930,837		\$ 7,816,278	\$ 8,896,103	\$ 9,013,954	\$ 10,453,292
Revenue per enplanement		\$ 6.94	\$ 6.86		\$ 7.15	\$ 7.71	\$ 7.00	\$ 7.74
Retail		\$ 401,590	\$ 451,759		\$ 3,564,008	\$ 4,127,982	\$ 4,147,310	\$ 4,777,598
Revenue per enplanement		\$ 3.35	\$ 3.33		\$ 3.26	\$ 3.58	\$ 3.22	\$ 3.54

SCHEDULED AIRLINE PASSENGER SERVICE

	Airlines	Non-Stop Destination Airports	Non-Stop Destination Cities ⁽¹⁾	Scheduled Flights	Average Flights per Day	Monthly Seats Available	Monthly Landed Weight (lbs.)	Enplane.	Projected Load Factor
Jan2020	7	17	13	1,391	44.9	141,803	147,829,062	114,119	80.5%
Jan2021	7	15	11	622	20.6	56,129	58,693,922	25,665	45.7
Jan2022	7	18	13	1,066	34.4	111,340	107,337,992	74,020	66.5
Nov22	6	21	15	1,145	38.2	120,716	116,088,296	102,991	85.3
Dec22	6	21	15	1,165	37.6	124,744	122,715,142	93,607	75.0
Jan23	6	19	13	1,140	36.8	120,608	116,740,592	93,882	77.8
Feb23	6	20	14	1,141	36.8	120,072	116,999,582	97,311	81.0
Mar23	6	20	14	1,321	42.6	140,331	136,110,262	108,087	77.0
Apr23	6	19	13	1,303	43.4	139,097	132,131,600	110,378	79.3
May23	6	20	13	1,293	41.7	137,445	129,031,742	111,996	81.4
Jun23	6	20	14	1,184	39.2	133,612	122,568,672	111,736	83.6
Jul23	6	20	14	1,298	41.9	149,717	139,876,606	125,462	83.8
Aug23	6	20	14	1,333	43.0	155,747	144,635,616	139,302	89.4
Sep23	6	19	14	1,202	40.0	135,091	126,024,544	113,844	84.3
Oct23	6	21	16	1,308	42.2	152,125	143,836,306	135,785	89.3E
Nov23	6	20	15	1,172	39.1	134,799	133,262,258	113,635	84.3E
Dec23	6			1,203	38.	137,828	138,198,004		

⁽¹⁾ Five (5) cities may be served by two or more airports; Chicago (ORD/MDW), New York (EWR/LGA) Orlando (MCO/SFB), Tampa (TPA/PIE/PGD), and Washington DC (DCA/IAD).

Weekly schedule flight changes are as follows:

		<u>Year-To-Date (net)</u>									
		Week			Week			Week			Week
		#47-2023	+	(-) #52-2023	#04-2023	+	(-) #52-2023	#52-2022	#52-2022		
1	ATL Atlanta, GA	19	-	-	19	20	2	(3)	19	20	
2	BDL Hartford, CT	-	-	-	-	-	-	-	-	-	
3	BWI Baltimore, MD	33	2	-	35	26	14	(5)	35	24	
4	MDW Chicago-Midway	13	1	-	14	12	3	(1)	14	13	
5	ORD Chicago-O'Hare	28	-	(2)	26	25	28	(27)	26	32	
6	CLT Charlotte, NC	20	-	-	20	20	3	(3)	20	20	
7	DFW Dallas/FT Worth, TX	7	-	-	7	-	7	-	7	-	
8	DEN Denver, CO	-	-	-	-	-	8	(8)	-	1	
9	DTW Detroit, MI	22	-	(3)	19	28	4	(13)	19	20	
10	FLL Fort Lauderdale, FL	6	1	-	7	6	8	(7)	7	8	
11	RSW Fort Myers, FL	-	-	-	-	-	-	-	-	-	
12	MIA Miami, FL	-	1	-	1	1	1	(1)	1	1	
13	MSP Minneapolis, MN	-	-	-	-	-	-	-	-	-	
14	MYR Myrtle Beach, SC	2	-	-	2	-	3	(1)	2	2	
15	BNA Nashville, TN	2	-	-	2	3	-	(1)	2	2	
16	EWR Newark, NJ	13	1	-	14	14	14	(14)	14	14	
17	LGA New York, LaGuardia	11	-	(4)	7	24	6	(24)	6	24	
18	MCO Orlando, FL	20	1	-	21	15	16	(10)	21	14	
19	SFB Orlando/Sanford, FL	2	-	-	2	2	6	(6)	2	2	
20	PHL Philadelphia, PA	13	-	(1)	12	20	2	(10)	12	17	
21	RDU Raleigh-Durham, NC	-	-	-	-	-	-	-	-	-	
22	PGD Tampa/Punta Gorda, FL	3	1	-	4	2	7	(5)	4	4	
23	TPA Tampa, FL	6	1	-	7	2	15	(10)	7	1	
24	PIE Tampa/St. Pete, FL	2	-	-	2	2	2	(2)	2	2	
25	DCA Washington DC-Reagan	16	-	(1)	15	26	7	(18)	15	24	
26	IAD Washington DC-Dulles	20	1	-	21	21	1	(1)	21	20	
		258	10	(11)	257	269	157	(158)	257	265	

Week 46 2023
Full Time Positions

	Budget Full Time	Budget Part Time	Budget Total	Filled Full Time	Vacant Full Time
AvPORTS					
Jan22	165	15	180	132	33
Thru Week 23-02	175	16	193	129	46
Thru Week 23-06	175	15	190	127	48
Thru Week 23-10	175	15	190	131	44
Thru Week 23-18	174	15	189	134	40
Thru Week 23-22	174	15	189	136	38
Thru Week 23-28	174	15	189	133	41
Thru Week 23-33	174	15	189	134	40
Thru Week 23-36	174	15	189	132	42
Thru Week 23-41	174	15	189	135	39
Thru Week 23-46	174	15	189	136	38
FBO					
Jan22	33	-	33	25	8
Thru Week 23-02	36	2	38	30	7
Thru Week 23-06	36	2	38	34	2
Thru Week 23-10	36	2	38	33	3
Thru Week 23-18	36	2	38	32	4
Thru Week 23-22	36	2	38	32	4
Thru Week 23-33	36	2	38	31	5
Thru Week 23-35	36	2	38	31	5
Thru Week 23-41	36	2	38	32	4
Thru Week 23-46	36	2	38	33	3
ACAA					
Jan22	20	3	23	20	-
Thru Week 23-02	20	3	23	20	-
Thru Week 23-06	20	3	23	20	-
Thru Week 23-10	20	3	23	20	-
Thru Week 23-18	20	3	23	20	-
Thru Week 23-22	20	3	23	20	-
Thru Week 23-28	20	3	23	20	-
Thru Week 23-28	20	3	23	20	-
Thru Week 23-36	20	3	23	20	-
Thru Week 23-41	20	3	23	20	-
Thru Week 23-46	20	3	23	20	-
Total					
Jan22	218	18	236	177	41
Thru Week 23-02	231	21	252	179	53
Thru Week 23-06	231	20	251	181	50
Thru Week 23-10	231	20	251	184	47
Thru Week 23-18	230	20	250	186	44
Thru Week 23-22	230	20	250	188	42
Thru Week 23-28	230	20	250	185	45
Thru Week 23-36	230	20	250	183	47
Thru Week 23-41	230	20	250	187	43
Thru Week 23-46	230	20	250	189	41

Week 46 2023
Full Time Positions

	Budget Full Time	Budget Part Time⁽¹⁾	Budget Total	Filled Full Time	Vacant Full Time
10 Airfield (a)	29	2	31	19 (0 LOA)	10
20 Terminal-Custodial(b)	35	1	36	25 (1 LOA)	10
20 Terminal-Facilities(b)	10	1	11	10 (0 LOA)	0
21 Loading Bridge(b)	3	-	3	3 (0 LOA)	-
30 Parking (b)	21	5	26	14	7
30 Parking – Shuttle (b)	12	1	13	11 (0 LOA)	1
32 Landside	-	-	-	-	-
41 Operations (b)	18	-	18	16 (0 LOA)	2
42 ARFF (c)	23	-	23	19 (0 LOA)	4
43 Security	4	5	9	3	1
50 Vehicle Maint. (a)	12	-	12	10	2
59 Airport Mgmt.	7	-	7	6	1
60 FBO Comm.	11	-	11	9	2
61 FBO GA	21	2	23	21	0
69 FBO Admin (added)	4	-	4	3	1
71 ACAA	20	3	23	20	-
	230	20	250	189	41

⁽¹⁾ Does not include seasonal.

	Balance	Hire	Vacated	Balance
Jan22		2	2	
Feb		2	2	
Mar	171	2	5	168
Apr	168	3	2	169
May	169	7	3	173
June	173	4	2	175
July	175	-	2	174
Aug	174	8	1	181
Sep	181	5	3	183
Oct	183	-	2	181
Thru week 50	181	2	2	181
Thru week 23-02	181	-	2	179
Thru week 23-06	179	-	-	181
Thru week 23-10	181	4	1	184
Thru week 23-18	184	13	11	186
Thru week 23-22	186	5	3	188
Thru week 23-33	188	2	5	185
Thru week 23-36	185	5	5	185
Thru week 23-41	185	6	4	187
Thru week 23-46	187	5	3	189

(a) CSEA	12/31/2026
(b) SMART	10/31/2023
(c) IAFF	03/31/2023

RFB/Ps Schedule

		Bid Notice	Pre Meeting	Bid Opening
21-1082	Structural & Interior for Terminal Expansion	Aug 15	Aug 29	Oct 11
23-1160	Sweeper Replacement Brushes	Aug 24	na	Sep 26
23-1161GC	Wade Road Tree Removal	Aug 31	Sep 14	Sep 21
23-1163GC	Airfield Lighting Control and Monitoring System	Sep 21	Oct 10	Nov 07
21-1082-TSA	TSA Equipment Location	Nov 9	Nov 18	Dec 18
<u>Pending</u>				
23-	Line of Credit	Dec 4	none	Jan 9

AGENDA ITEM NO. 5

Project Development

AGENDA ITEM NO. 6

Counsel

AGENDA ITEM NO. 7

Concessions/Ambassador Program

AGENDA ITEM NO. 8

Public Affairs

AGENDA ITEM NO. 9

Business & Economic Development

AGENDA ITEM NO. 10

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

AGENDA ITEM NO. 10.1

**Authorization to make purchases using
State of New York Contracts:**

- **Diesel Fuel (Group # 05602/ Award 23298)**

AGENDA ITEM NO: 10.1
MEETING DATE: December 4, 2023

ALBANY COUNTY AIRPORT AUTHORITY
REQUEST FOR AUTHORIZATION

DEPARTMENT: *Finance Department*

Contact Person: *Michael F. Zonsius
Chief Financial Officer*

PURPOSE OF REQUEST:

Authorization to make purchases using State of New York Contracts:

- *Diesel Fuel (Group # 05602/ Award 23298)*

CONTRACT AMOUNT:

Base Amount: \$300,000 annual estimated cost

BUDGET INFORMATION:

Anticipated in Current Budget: Yes No NA

FISCAL IMPACT - FUNDING (Dollars or Percentages)

Federal State Airport NA

JUSTIFICATION:

New York State Office of General Services Procurement Services have conducted a competitive bid for Diesel Fuel. The awarded vendors have agreed to offer the same terms and conditions of these contracts to the Airport. A vendor can bid pricing for commodities/services under these contracts with the assumption that larger quantities would be purchased state-wide as compared to the Airport completing a separate Invitation for Bid.

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 NYS OGS contracts.*

Diesel Engine Fuel (Group # 05602) Expires August 22, 2024.



Contract Award Notification

Title	: Group – Ultra-Low Sulfur Diesel & Biodiesel Fuel (On-Road Use Only) (Certain Counties) Classification Code(s): 15
Award Number	: 23298 (Partially Replaces Award 23236)
Contract Period	: November 3, 2023 – August 22, 2024
Bid Opening Date	: June 7, 2023
Date of Issue	: October 25, 2023
Specification Reference	: As Incorporated Herein
Contractor Information	: Appears on Page 2 of this Award

Address Inquiries To:

State Agencies & Vendors	Political Subdivisions & Others
Name : Sandra Fernandes Title : Contract Management Specialist Phone : 518-473-2545 E-mail : Sandra.Fernandes@ogs.ny.gov	Procurement Services Customer Services Phone : 518-474-6717 E-mail : customer.services@ogs.ny.gov

**Procurement Services values your input.
Complete and return "Contract Performance Report" at end of document.**

Description

The purpose of this Contract is to provide State and Non-state agencies with a method to procure various types of Ultra-Low Sulfur (ULS) diesel and biodiesel fuel for on-road use only. The product shall be furnished, delivered and unloaded by the Contractor to Authorized Users' storage tanks, as specified herein. For current contract prices, please go to the Pricing Information link on the Award page.

This Award has 0 % MBE, 0 % WBE and 0 % SDVOB goal requirements.

PR # 23298

NOTE: See individual contract items to determine actual awardees.

Contract Number	Contractor & Address	Contact Information	FEIN / NYS Vendor ID
<p>PC70145 SB</p>	<p>Buell Fuel, LLC 2676 State Route 12B Deansboro, NY 13328</p>	<p>Garth Curtis Director Phone: 315-841-3000 Email: Garth@buellfuel.com Customer Service Contact for NYS Contract Orders during Normal Business Hours: M – F 7:30am – 5:00pm, Sat 8am – 12pm Julia Brouillette Operations Manager Phone: 315-841-3000 Email: julia@buellfuel.com Person to Contact to Escalate Contract Orders: Garth Curtis Director Phone: 315-841-3000 Email: garth@buellfuel.com Contact for After Hours, Weekend/Holidays, or NYS Declared Emergency: Garth Curtis Director Phone: 315-404-3899 Email: Garth@buellfuel.com Backup Contact for NYS Declared Emergencies or Disasters (available throughout emergency): Mike Buell Owner Phone: 315-941-9716 Email: MB@buellfuel.com</p>	<p>760826999 1000009690</p>
<p>PC70146</p>	<p>Mirabito Holdings, Inc. dba Mirabito Energy Products 49 Court Street, P.O. Box 5306 Binghamton, NY 13902</p>	<p>Joe D'Esti Pricing and Bid Administrator Phone: 607-352-2958 Toll-Free: 800-934-9480 Email: Joe.Desti@mirabito.com Customer Service Contact for NYS Contract Orders during Normal Business Hours: M – F 8:00am – 5:00pm Paul Gunther Customer Service Manager Phone: 607-352-2830 Toll-Free: 800-934-9480 Email: Paul.Gunther@mirabito.com Person to Contact to Escalate Contract Orders: Jason Mirabito V.P. Wholesale Fuels Phone: 607-352-2930 Cell Phone: 607-651-5000 Email: jason.mirabito@mirabito.com</p>	<p>150552668 1000007358</p>

The authorized user, when purchasing from OGS contracts, should hold the contractor accountable for contract compliance and meeting the contract terms, conditions, specifications, and other requirements. Also, in recognition of market fluctuations over time, authorized users are encouraged to seek improved pricing whenever possible.

Authorized users have the responsibility to document purchases, particularly when using OGS multiple award contracts for the same or similar product(s)/service(s), which should include:

- a statement of need and associated requirements,
- a summary of the contract alternatives considered for the purchase,
- the reason(s) supporting the resulting purchase (e.g., show the basis for the selection among multiple contracts at the time of purchase was the most practical and economical alternative and was in the best interests of the State).

AWARDS BY COUNTY

The pricing included in this section is the original pricing bid by the contractors. For current pricing, please go to the Pricing Information link on the Award page.

County	Fuel Type	Price Per Gallon 2D	Price Per Gallon 1D	Volume Discount (5,500 gal or more)	Contractor
Albany	ULSD 2D Regular	\$2.9015	\$3.3533	\$0.0000	Buell Fuel
Albany	ULSD 2D Premium	\$2.9150	\$3.3583	\$0.0000	Buell Fuel
Albany	ULSD 2D BIO (B5)	\$3.1149	\$3.5098	\$0.0000	Mirabito
Columbia	ULSD 2D Regular	\$3.1032	\$3.8450	\$0.0000	Sunoco LLC
Columbia	ULSD 2D BIO (B5)	\$3.1417	\$4.1315	\$0.0000	Mirabito
Fulton	ULSD 2D BIO (B5)	\$2.8961	\$3.5075	\$0.0000	Buell Fuel
Greene	ULSD 2D Regular	\$3.1782	\$3.6483	\$0.0000	Mirabito
Greene	ULSD 2D BIO (B5)	\$3.2534	\$3.6483	\$0.0000	Mirabito
Montgomery	ULSD 2D BIO (B5)	\$2.8961	\$3.5075	\$0.0000	Buell Fuel
Rensselaer	ULSD 2D Regular	\$2.9050	\$3.3595	\$0.0000	Buell Fuel
Rensselaer	ULSD 2D BIO (B5)	\$3.1109	\$3.5058	\$0.0000	Mirabito
Rensselaer	ULSD 2D BIO (B10)	\$3.2144	\$3.5058	\$0.0000	Mirabito
Saratoga	ULSD 2D Regular	\$3.0472	\$3.5455	\$0.0000	Mirabito
Saratoga	ULSD 2D BIO (B5)	\$3.1779	\$3.5728	\$0.0000	Mirabito
Schenectady	ULSD 2D Premium	\$2.8765	\$3.3933	\$0.0000	Buell Fuel
Schenectady	ULSD 2D BIO (B5)	\$3.1779	\$3.5728	\$0.0000	Mirabito
St. Lawrence	ULSD 2D Regular	\$3.0730	\$3.5713	\$0.0000	MX Petroleum
Ulster	ULSD 2D BIO (B5)	\$3.3752	\$3.8950	\$0.0000	Sunoco LLC
Ulster	ULSD 2D BIO (B10)	\$3.4772	\$3.8950	\$0.0000	Sunoco LLC
Warren	ULSD 2D Regular	\$3.0550	\$3.7033	\$0.0000	Sunoco LLC
Warren	ULSD 2D Premium	\$3.0950	\$3.7033	\$0.0000	Sunoco LLC
Warren	ULSD 2D BIO (B5)	\$3.2784	\$3.7533	\$0.0000	Sunoco LLC
Washington	ULSD 2D Regular	\$2.9750	\$3.3636	\$0.0000	Buell Fuel
Washington	ULSD 2D Premium	\$2.9850	\$3.3736	\$0.0000	Buell Fuel
Washington	ULSD 2D BIO (B5)	\$3.2784	\$3.7633	\$0.0000	Sunoco LLC

NEW ACCOUNTS:

Contractor may ask State Agencies and other Authorized Users to provide information in order to facilitate the opening of a customer account, including documentation of eligibility to use New York State Contracts, agency code, name, address, and contact person. State Agencies shall not be required to provide credit references.

Contractors must notify OGS Procurement Services of any new business created from Authorized Users' requests for delivery, so that OGS Procurement Services can make adjustments to the delivery

AGENDA ITEM NO. 10.2

**Approval of expenditure not to exceed \$780,373
(\$720,373 and \$60,000 for insurance policy premiums
and insurance broker services, respectively).**

AGENDA ITEM NO: 10.2
MEETING DATE: December 4, 2023

ALBANY COUNTY AIRPORT AUTHORITY
REQUEST FOR AUTHORIZATION

DEPARTMENT: *Finance*

Contact Person: *Michael F. Zonsius, Chief Financial Officer*

PURPOSE OF REQUEST:

Approval of expenditure not to exceed \$780,373 (\$720,373 and \$60,000 for insurance policy premiums and insurance broker services, respectively).

CONTRACT AMOUNT: *Not to Exceed \$780,373*

JUSTIFICATION:

Insurance policies are renewed on an annual basis. Although not necessarily shopped to insurance underwriters on an annual basis, underwriters were invited by the insurance broker, Alliant, to provide updated quotes for next year's renewal period.

CHIEF EXECUTIVE OFFICER'S RECOMMENDATION:

Recommend approval

BACKUP MATERIALS:

- *Please refer to Insurance Memo*
- *Insurance Premium Quotes*
- *Alliant Invoice*

Albany County Airport Authority
12/31/2022 - 12/31/2023 Renewal Quotes/Terms

(Does not include any applicable taxes and fees)

POLICY DETAIL	COVERAGE NOTES (See Policy for applicable coverages & specific terms)	2021 Annualized Exp. Premium	2022 Annualized Exp. Premiums	2023 Annualized Exp. Premiums	2024	Insurance Company	NOTES
Aviation Liability	\$100,000,000 Limit, \$10k Retention/\$50k aggregate. Terrorism and War Included	\$168,817	\$189,919	N/A	N/A		Insured under AV Ports policy
Excess Aviation Liability	\$300,000,000 Limit. Terrorism/War/Hijacking Incl.	\$55,000	\$53,900	N/A	N/A		Insured under AV Ports policy
Property & EBL	\$346,201,583 Blanket Building & BPP. \$25k Retention. \$21,000,000 Business Inc. Limit \$5,000,000 Flood coverage. \$25,000,000 Earthquake.	\$332,159	\$362,879	\$367,391	\$445,612	Chubb	Building Limits Increased by 10% per recent survey (renewal TIV is \$388,752,686)
Automobile	\$5,000,000 Liability Limit	\$73,042	\$71,572	\$79,333	\$90,060	Chubb	Review loss history.
Workers Comp.	Payrolls Unchanged, .97 E Mod.	\$5,903	\$5,954	\$5,110	\$6,905	Chubb	
Public Officials	\$7,500,000 Limit. \$75k Retention	\$33,726	\$41,132	\$43,051	\$43,051	Chubb/ACE	
Cyber Liability	\$1,000,000 Limit, \$75k Retention	\$21,303	\$35,445	\$50,035	\$49,232	Chubb/ACE	
Builders Risk	\$21,000,000 Policy limit	\$20,860	\$20,860	\$19,570	\$11,025	Chubb	Limit reduced from \$20mil. to \$10mil.
Crime	\$5,000,000 Limit, \$50k Retention	\$6,868	\$7,677	\$8,152	\$8,152	Travelers	
Tank Farm Property	\$3,842,500 Limit, \$50k Retention	\$38,761	\$43,121	\$45,725	\$47,498	Markel	
Violent & Malicious Acts	\$1,000,000 Limit	\$15,390	\$15,390	\$15,565	\$16,340	Hixcox/Lloyds	
Pollution (12/31/22-12/31/25)	\$10,000,000 Limit 3 Year Policy	X	X	\$106,050	X	Beazley	
Fiduciary Liability (9/1/21-12/31/22)	\$3,000,000 Limit, \$10k Retention 16 Mo. Policy	\$2,711	X	\$2,394	\$2,498	Philadelphia	Automatic Renewal
INSURANCE BROKER FEE		\$65,000	\$45,000	\$60,000	\$60,000	N/A	
TOTAL		\$839,540	\$892,849	\$802,376	\$780,373		



TO: ACAA Board Members
FROM: Michael F. Zonsius, CFO
Date: December 4, 2023
RE: Approval of Insurance Premiums for the Year 2024

To safeguard and protect the assets of the Albany International Airport, the risk management program transfers the probability of financial loss due to an unfortunate event(s) to a third party via the procurement of the insurance policies provided in Exhibit A. This year the ACAA insurance broker, Alliant, shopped underwriters for all insurance lines (with an expiry of December 31, 2023).

Staff has reviewed the options and recommends approval of the insurance package in the amount of \$780,373. This package has one (1) notable difference from the insurance package currently in place as noted on the next page.

Further, this insurance package \$780,373 includes \$60,000 for the cost of insurance brokerage services by Alliant. In 2022 Alliant was requested to quote brokerage services based on a fixed cost fee and not a commission basis (percentage of premium) as done previously by a different broker. Previous years cost for insurance brokerage services are as follows:

Year	Commission (% of premium)	Fixed Fee	Total
2017	\$51,070.49	\$30,000.00	\$ 81,070.49
2018	70,056.54	30,000.00	100,056.54
2019	56,724.54	30,000.00	86,724.54
2020	73,761.19	30,000.00	103,761.19
2021	1,615.95	65,000.00	66,615.95
2022	0.00	45,000.00	45,000.00
2023	0.00	60,000.00	60,000.00
2024	0.00	60,000.00	60,000.00

Without qualification, Staff recommends approval of the \$780,373 insurance package.

Changes

2021

1. The Excess Aviation Liability underwriter, Lloyds of London, is replaced with Starr Excess; and,
2. The Property Loss Limit is being increased from \$125,000,000 to \$250,000,000 with the same deductible level.

2022

1. The Excess Aviation Liability underwriter, Starr Excess, is replaced with ACE.

2023

1. No change in underwriter(s) or coverage limits.

2024

1. Builders Risk Insurance limit reduced from \$20,000,000 to \$10,000,000 (coverage does not include Terminal Connector Project that is insured separately).

AGENDA ITEM NO. 10.3

Professional Service Contract:

**Amendment No. 7 for year 2024 fee for
Professional Services Contract No. S-371:
Passenger Information Services with the Albany
County Convention & Visitors Bureau**

AGENDA ITEM NO: 10.3
MEETING DATE: December 4, 2023

ALBANY COUNTY AIRPORT AUTHORITY
REQUEST FOR AUTHORIZATION

DEPARTMENT:

Contact Person: *Philip F. Calderone, Chief Executive Officer*
Christine C. Quinn, Authority Counsel

PURPOSE OF REQUEST:

Professional Service Contract: *Amendment No. 7 for year 2024 fee for Professional Services Contract No. S-371: Passenger Information Services with the Albany County Convention & Visitors Bureau*

CONTRACT AMOUNT:

Base Amount: \$134,885.72/yr

BUDGET INFORMATION:

Anticipated in Current Budget: Yes J No ___ NA ___

FISCAL IMPACT - FUNDING (Dollars or Percentages)

Federal _____ State _____ Airport 100% NA _____
Funding Source: Airport Operating Budget

JUSTIFICATION:

Authorization is requested for year 2024 fee with the Albany County Convention and Visitors Bureau, Inc. (ACCVB) for the continued operation of the Airport's Information Desk. The fee to the ACCVB for year 2024 shall be \$134,885.72. The ACCVB provides service to travelers requesting travel and Airport information.

The ACCVB has access to the regional travel destinations and promotes tourism throughout the Capital District and beyond. This information is offered to travelers at the Information Desk.

The ACCVB employs and trains staff which has knowledge of the region and local travel destinations as well as Airport functions.

The ACCVB's budgeted amount is less than the amount that the Authority or AFCO AvPORTS Management, LLC would be for comparable services.

CHIEF EXECUTIVE OFFICER'S RECOMMENDATION:

Recommend approval.

AGENDA ITEM NO: 10.3
MEETING DATE: December 4, 2023

FINAL AGREEMENT SUBJECT TO APPROVAL BY COUNSEL: YES J NA

BACK-UP MATERIAL: *Please refer to the attached.*

1. *October 13, 2023 Proposal from Jill Delaney, President/CEO of Albany County Convention & Visitors Bureau*
2. *Amendment No. 7 (Draft)*



PROPOSAL FOR PROFESSIONAL SERVICES

ALBANY INTERNATIONAL AIRPORT INFORMATION CENTER

2022 – 2024

Updated 10/13/2023

Staffing – Proposed New Hours

- Staffed by 20 part-time employees
- **Hours of Operation:**
7:00 am – 8:00 pm Monday – Friday
7:00 am – 7:00 pm Saturday – Sunday
- **Shifts are as follows:**
Monday – Friday 7:00am-1:00pm/ 10:00am-5:00pm/ 1:00pm-8:00pm
Saturday – Sunday 7:00am-1:00pm/ 12:00pm-7:00pm
- **Holiday Hours:**
Thanksgiving, Christmas Eve, Christmas, New Years Eve – 7:00am-5:00pm
- Average number of customer inquiries 2019-2021: 54,000

Travel/ Tourism Assistance

- Distribution of regional travel information
- Staffed tourist information center
- Bus ticketing services

Communications

- Main resource for airport, flights, ground transportation and tourist information as well as paging services

Maintenance

- Routine maintenance of the desk and the equipment will remain the responsibility of the Airport Authority.
- We recommend that appropriate operations staff inspect the condition of the information center as least twice per year.
- We request that the Airport Authority consider updating the Information Center sign on the wall behind the desk with one that includes the Discover Albany logo and the words Visitor Services, to better reflect all services offered.

Contract Terms

- 3 year contract 2022-24.
- An increase not to exceed 2% to the Annual Budget will be added each subsequent year. This percentage will be mutually negotiated annually. Discover Albany derives additional income through bus ticket commission.

Budget 2024

Total hours worked per week: 126

105 hours @ \$15.30 1,606.50

21 hours @ 28.05 589.05

2,195.55

Benefits @ 10% 219.56

Estimated Weekly Payroll 2,415.11

Total Estimated Annual Payroll 125,585.72

Operations/Admin/Professional Fees 9,300.00

Total Annual Budget 134,885.72

**AMENDMENT NO. 7 TO
CONTRACT NO. S-371**

AT THE ALBANY COUNTY AIRPORT

THIS AMENDMENT is made and entered into effective the ___ day of _____, 20___ by and between the **ALBANY COUNTY AIRPORT AUTHORITY** (the "AUTHORITY"), a body corporate and politic constituting a public benefit corporation established and existing pursuant to the Albany County Airport Authority Act enacted by Chapter 686 of the laws of 1993 and set forth in Title 32 of the New York Public Authorities Law, having offices at the Albany International Airport, 737 Albany Shaker Road, Main Terminal, 3rd Floor, Albany, New York, 12211 and **ALBANY COUNTY CONVENTION AND VISITORS BUREAU, INC.**, a New York corporation having its office and principal place of business at 25 Quackenbush Square, Albany, New York 12207.

RECITALS

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

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

3. The AUTHORITY and the CONSULTANT entered into an Amended and Restated Professional Service Agreement (the "AGREEMENT"), dated January 10, 2006, which has been amended from time to time, for professional services at the Albany International Airport.

4. This AMENDMENT No. 7 to the AGREEMENT has been duly authorized by the AUTHORITY by resolution adopted December 4, 2023.

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

A. Article III, of the AGREEMENT, entitled FEES is amended as follows:

Article III is amended to increase the amount the Authority agrees to pay and the Consultant agrees to accept as full compensation the annual (and monthly) fees set forth in Schedule "A" and below:

Calendar Year	Annual Compensation	Monthly Compensation
2022	\$121,210	\$10,100.83
2023	\$128,373	\$10,697.75
2024	\$134,885.72	\$11,240.48

- B. SCHEDULE "A" entitled SCOPE OF WORK and SCHEDULE OF FEES is amended to include the correspondence, Proposal and Budget from the Consultant dated October 13, 2023, attached hereto.
- C. Except as specifically amended herein, the terms and conditions of the AGREEMENT remain unchanged.

ALBANY COUNTY AIRPORT AUTHORITY

BY: _____
Samuel A. Fresina, Chairman
Or,
Philip F. Calderone, Esq., Chief Executive Officer

ALBANY COUNTY CONVENTION AND VISITORS BUREAU, INC.

BY: _____
Jill Delaney, President/CEO

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

On this ____ day of _____, 20____, before me personally came and appeared **Samuel A. Fresina**, 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 **December 4, 2023**; and that he signed; and that he signed his name thereto by like authorization.

Notary Public

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

On this ____ day of _____, 20____, before me personally came and appeared **Philip F. Calderone, Esq.**, 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 Chief Executive Officer 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 **December 4, 2023**; and that he signed; 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 **JILL DELANEY**, to me personally known, who, being duly sworn, did depose and say that she is the Chief Executive Officer/President of the Albany County Convention and Visitors Bureau, Inc., the corporation described in, and which executed the above instrument; that she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was affixed by order of the Board of Directors of said corporation; and that she signed his name thereto by like order.

Notary Public

Schedule “A”
Scope of Services and Schedule of Fees

AGENDA ITEM NO. 10.4

Amendment #2 to Contract: No. S-21-1100 Design Services for Runway 10-28 Rehabilitation to Collier Engineering for Additional Survey and Design for Obstruction Removal.

AGENDA ITEM NO: 10.4
MEETING DATE: December 4, 2023

ALBANY COUNTY AIRPORT AUTHORITY
REQUEST FOR AUTHORIZATION

DEPARTMENT:

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

PURPOSE OF REQUEST:

Amendment #2 to Contract: No. S-21-1100 Design Services for Runway 10-28 Rehabilitation to Collier Engineering for Additional Survey and Design for Obstruction Removal.

CONTRACT AMOUNT:

Base Amount:	\$307,409.00
Amendment #1:	560,912.00 (ACAA Approved 07/11/2022)
Amendment #2:	<u>74,091.00*</u>
Total:	\$942,412.00

**Pending approval at this meeting.*

BUDGET INFORMATION:

Anticipated in Current ALB Capital Plan: Yes J No ___ NA
Funding Account No.: N/A

AWARD CONDITIONS MET:

Apprenticeship N/A DBE Y MWBE N/A

Service Disable Veteran Owned Business (SDVOB) N/A

FISCAL IMPACT - FUNDING (Dollars or Percentages)

Federal 90% State 5% Airport 5% NA _____
Term of Funding: 2021-2023
Grant No.: <pending> State PIN: <pending>

JUSTIFICATION:

Authorization is requested to amend the Professional Services Contract S-21-1100 Design Services programmed for the Runway 10-28 Rehabilitation in the amount of \$74,091.00 to Collier Engineering of Albany, N.Y. for Construction inspection (CI). The firm was previously selected as the most qualified firm responding to the Request for Qualifications process. Their fee for design services was subsequently established by negotiation as provided for in the Federal Aviation Administration Advisory Circular 150/5100-14-D. The proposed

AGENDA ITEM NO: 10.4
MEETING DATE: December 4, 2023

amendment request will include all design, survey and construction inspection to get FAA registered obstructions removed to allow for lowering the approach angle for the new PAPI's that were installed and need to be "Flight Checked" to be certified by the FAA.

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 Scope and Fee.

November 16, 2023

John LaClair, P.E., Chief Engineer
Albany County Airport Authority
737 Albany Shaker Road
Main Terminal, Third Floor
Albany International Airport
Albany, NY 12211-1057

Runway 10-28 and Taxiway C Rehabilitation Design and Construction Administration Services
Colliers Engineering & Design Project No. 21005692A

Dear Mr. LeClair,

Colliers Engineering & Design (CED) is pleased to submit this proposal to provide professional Engineering services associated with the referenced project at the Albany International Airport (ALB). The CED team includes Johnson, Kukata & Lucchesi, Engineers (JKL) who will be supporting and providing airfield design assistance on this project. Our proposal is based on the details provide in the original Request for Qualifications and the coordination meetings on December 9, 2021 and January 7, 2022.

Additional Services

Additional Design Services related to Runway 28 PAPI

During the design and construction management of Runway 10-28 the following was provided for the Albany County Airport and was not included in our original scope of work. The following are the items included as part of this extra work request:

1. Coordinate and obtain an Obstruction Survey for Runway 28.
2. Evaluate the obstructions and prepare PAPI Design Report.
3. Update the Runway 28 PAPI Design, Drawings, and details.
4. Attend meetings (multiple) with the NYADO and FAA regarding Flight Procedures.
5. Complete and submit Final PAPI Design Report.

Resident Engineering and Inspection Associated with Runway 28 PAPI

1. Site Inspection and Visits by the project design team
2. Resident Inspection time
3. Preparation for the Flight Check, including switch over of the power and aiming of the new PAPI units.

COMPENSATION

For the Professional Engineering Services described above, we request compensation on a **cost-plus fixed fee** basis. The cost of these services as described above is anticipated to be **\$74,091**.

A list of tasks and breakdowns of the man-hours and costs required for the project are attached.

Thank you for the opportunity to submit this Proposal on this very important airfield improvement project at Albany International Airport. If you have any questions, please do not hesitate to contact me at 518.469.4634.

Sincerely,

Colliers Engineering & Design CT, P.C.
(DBA Maser Consulting Engineering & Land Surveying)



Brett Reynolds, PE
Department Manager

**Construction Management and Inspection Services
Runway 10-28 and Taxiway C Rehabilitation
Albany International Airport
Albany, NY**

**MAN-HOUR TABLE - ADDITIONAL SERVICES REQUEST #1
10/17/2023**

Estimated Duration: 2023 (August - September): PAPI Siting, installation and Post Installation Approvals

Task	Project Manager	Senior Engineer	Staff Engineer	Senior Resident Inspector	Resident Inspector	Surveyor	Total
<i>CED Construction Management and Inspection Services</i>							
<i>1. Additional Design Services - Runway 28 PAPI</i>							
a. Coordinate and obtain Obstruction Survey for Runway 28	4	8	12				24
b. Evaluate the obstruction and Prepare PAPI Design Report	16	40	40				96
c. Update the Runway 28 PAPI Design Drawings and Details	10	20	40				70
d. Attend Multiple Meetings with the NYADO and FAA Flight Procedures	10	10	10				30
e. Complete and Submit the Final PAPI Design Report	2	8	8				18
<i>2. Resident Engineering and Inspection Associated with the PAPI Work</i>							
Site Inspection and Visits by the Project Manager (2 days)	16						16
Resident Inspection				40			
Preparation for the Flight Check including switch over of the Power and Aiming the Units	16				16		32
							0
GRAND TOTAL	74	86	110	40	16	0	286

ENGINEERING COSTS

Category	Man-Hours	Rate	Total
Project Manager	74	\$85.00	\$6,290
Senior Engineer	86	\$79.00	\$6,794
Staff Engineer	110	\$50.00	\$5,500
Senior Resident Inspector	40	\$65.00	\$2,600
Junior Resident Inspector	16	\$45.00	\$720
Surveyor	0	\$50.00	\$0
Subtotal	326		\$21,904
Overhead (166%)			36,361
Subtotal			\$58,265
Fixed Fee (10%)			\$5,826
Subtotal			\$64,091
Out-Of-Pocket Expenses: Cooper Aerial - Survey Flight			\$10,000
TOTAL NOT-TO-EXCEED COST-PLUS-FIXED-FEE			\$74,091

AGENDA ITEM NO. 11

Authorization of Change Orders

AGENDA ITEM NO. 12

Authorization of Federal and State Grants

AGENDA ITEM NO. 12.1

**Grant Agreement: Authorization to Accept State
Funding Grant – PIN 1A00.94, Terminal & North
Garage Elevator Rehabilitation & Modernization**

AGENDA ITEM NO: 12.1
MEETING DATE: December 4, 2023

ALBANY COUNTY AIRPORT AUTHORITY
REQUEST FOR AUTHORIZATION

DEPARTMENT: *Planning and Environmental*
Contact Person: *Connor Haskin, ENV SP, Chief Airport Planner*

PURPOSE OF REQUEST:

Grant Agreement: *Authorization to Accept State Funding Grant – PIN 1A00.94,
Terminal & North Garage Elevator Rehabilitation & Modernization*

CONTRACT AMOUNT:

*\$1,612,560.00 – NYSDOT (60%)
\$1,075,040.00 – Local (40%)
\$2,687,600.00 – Total*

BUDGET INFORMATION:

Anticipated in Current ALB Capital Plan: Yes No NA
Funding Account No.: 00390-50-2032

FISCAL IMPACT - FUNDING (Dollars or Percentages)

Federal: 0% **State:** 60% **Airport:** 40%
Term of Funding: 2024-2025
Federal AIP Grant No.: N/A **NYSDOT Grant Pin No.:** 1A00.49

JUSTIFICATION:

Authorization is requested for the Chief Executive Officer to accept and execute the grant agreement from NYSDOT, PIN 1A00.94, for rehabilitation and modernization of Terminal/North Garage elevators that are not included within the on-going Terminal Checkpoint Expansion project. NYSDOT has awarded the total sum of \$1,612,560, which is 60% of the estimated total project cost. The Airport has a local share with the total sum of \$1,075,040.00. The rehabilitations will span over FY24 and FY25.

AGENDA ITEM NO: 12.1
MEETING DATE: December 4, 2023

PROCUREMENT DEPARTMENT APPROVAL:

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

CHIEF EXECUTIVE OFFICER'S RECOMMENDATION:

Recommend approval.

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

BACK-UP MATERIAL:

Please refer to the attached PIN 1A00.94 grant materials.

AVIATION PROJECT FUNDING AGREEMENT

This Agreement is by and between:

the New York State Department of Transportation ("NYSDOT"), having its principal office at 50 Wolf Road, Albany, NY 12232, on behalf of New York State ("State");

and

the Albany County Airport Authority (the "Municipality/Sponsor") with its office at Albany, NY

This agreement identifies the party responsible for administration, establishes the method and provision for funding and implementation of an aviation project pursuant to appropriation as such project is more fully described by Schedule A-1 annexed to this agreement or one or more duly executed and approved Supplemental Schedules to this agreement. The project shall be identified for the purposes of this agreement as Albany Airport Elevators Rehabilitation and Safety Overhaul at Albany International Airport (as more specifically described in Schedule A-1, or supplemental Schedule A's, the "Project").

W I T N E S S E T H:

WHEREAS, Section 14-I of the Transportation Law authorizes the NYSDOT Commissioner to implement the Airport Improvement and Revitalization Program; and

WHEREAS, pursuant to authorizations and appropriations therefore, NYSDOT and the Sponsor are desirous of progressing the Project; and

WHEREAS, the Sponsor attests that the Project has a useful service life as stated on the Schedule A-1 included herein; and

WHEREAS, the Sponsor will administer the Project and submit to NYSDOT for funding of eligible Project costs pursuant to this Agreement; and

WHEREAS, the Legislative or governing Body of the Sponsor by Resolution No. _____ adopted at meeting held on _____ approved the Project and the terms and provisions of this Agreement and has further authorized the _____ of the Sponsor to execute this Agreement on behalf of this Sponsor (copy of such Resolution is attached to and made a part of this Agreement); and

WHEREAS, the Sponsor is not a sectarian institution,

NOW, THEREFORE, the parties agree as follows:

1. *Documents Forming this Agreement.* The agreement consists of the following:

- Agreement: This document titled "Aviation Project Funding Agreement";
- Schedule A-1: Description of Project and Funding;
- Schedule B: Phases, Sub-phase/Tasks, and Allocation of Responsibility;
- Appendix A: Standard Clauses for New York State Contracts;
- Appendix A-1: Supplemental Title VI Provisions (Civil Rights Act);
- Appendix B - Minority and Women-Owned Business Enterprises (M/WBE) – Service-Disabled Veteran Owned Businesses (SDVOB) - Equal Employment Opportunity (EEO) Policy Statement

- Resolution(s) – duly adopted municipal or, as applicable, corporate resolution(s) authorizing the appropriate official of the Sponsor to execute this Agreement on behalf of the Sponsor and appropriating the funding required therefore.

2. *General Description of Work.* The Sponsor shall procure and provide all services, materials and equipment necessary to complete the Project as more particularly described in Schedule A-1 and Scope of Work described in Schedule B.

3. *Maintenance.* Upon completion and acceptance of the Project Facilities by Sponsor, Sponsor shall certify in writing to the NYSDOT Commissioner that the Project Facilities have been completed. Upon its completion, Sponsor will operate and maintain the Project facilities as well as ancillary facilities useful or necessary to the function of said facilities, at its own expense in accordance with the requirements of the NYSDOT Commissioner for the period of time corresponding to the period of useful life for such project as determined by Section 61 of the State Finance Law. If the Sponsor intends to have the project facilities maintained by another party, any necessary maintenance contract shall be executed and submitted to NYSDOT before construction commences.

4. *Disposition of Project Facilities.* Sponsor agrees, that during the period of time during which Title to the Project Facilities paid for by the State is held by the State or in any event if funding of the State's share is from the proceeds of bonds or other obligations issued by the State or any of its public benefit corporations, such Project Facilities shall not be sold, rendered unusable, relinquished, discontinued or disposed of by Sponsor without the express written consent of the NYSDOT Commissioner having first been obtained. In the event of such approved disposition Sponsor shall either cause the purchaser or transferee to assume Sponsor's continuing obligations under this Agreement, or shall reimburse NYSDOT for the pro-rata share of the grant over the remaining useful life of the Project.

5. *Method of Performance of Work.* Sponsor agrees to undertake or cause to be undertaken and to proceed expeditiously with and complete the project as approved by the NYSDOT Commissioner and as described in the Scope of Work, and to complete or cause to be completed said work within the time limits specified in said Scope of Work. The work shall be performed by Sponsor's own forces or by contract or contracts entered into by the Sponsor in accordance with applicable law and the requirements of this Agreement. Sponsor agrees to obtain or cause to be obtained all approvals, permits and licenses necessary to progress the work, and also agrees to comply or cause to be complied with all applicable Federal, State and Local Laws which in any way impact work to be accomplished by the project.

6. *Funding of Project Costs.* State financial assistance hereunder shall be in the form of a grant as more specifically described in Schedule A-1. Sponsor shall provide its share of the cost of the Project, if any. Sponsor shall make reasonable efforts to secure federal assistance, if any, for the project.

In the event that federal assistance which was not included in the calculation of the state financial assistance becomes available to the Sponsor, the amount of the state financial assistance shall be recalculated by reducing the amount of the state financial assistance by the amount of such federal assistance, and the Sponsor shall pay to the state the amount by which the state payment actually made exceeds the state financial assistance determined by the recalculation, if any.

6.1 *Limits of Funding.* Subject to the terms of the appropriation, NYSDOT agrees to make available funds up to the amount identified as State Aid in Schedule A-1 for eligible Project costs incurred by the Sponsor in the performance of the Project, as the Project and the funding therefore is more fully described in Schedules A-1 and B. Project Costs in excess of State funds available for the work shall be the responsibility of Sponsor. Prior to start of construction, Sponsor shall certify the source and availability of funds for Project Costs which are in excess of State funds being made available under this Agreement. If the Sponsor loses funding eligibility, the State shall not be liable for any Project Costs whatsoever.

6.2 *Eligible Project Costs.* NYSDOT will fund eligible Project costs incurred by the Sponsor in connection with the work covered by this Agreement. Eligible costs shall include, but not be limited to, costs of acquisition, construction, repair, reconstruction, renovation and such other costs associated with the Project as are approved by NYSDOT as reasonable and necessary in the performance of the Project. Eligible costs shall also include salaries and wages to employees of the Sponsor who are engaged in carrying out the Project, fees to consultants and professionals retained by the Sponsor for planning and performing the Project.

6.3 In no event shall the State be obligated to fund or reimburse any costs exceeding the lesser of:

- (a) the amount stated in Schedule A-1 for the State share of Project Costs; or
- (b) amounts described in the preceding paragraph (a), less any duplicative funding of the same Project costs from other State sources.

6.4 *Debt Financing by Sponsor.* Grant monies shall not be used to pay for interest, issuance costs or reserves in connection with the issuance of debt by Sponsor to fund the Project, but may repay principal indebtedness incurred to fund eligible Project costs.

7. *Payments to Sponsor.* For work performed by or through the Sponsor, NYSDOT will fund or reimburse eligible Project costs either during the progress of construction or following completion of construction in accordance with NYSDOT policy and procedures.

7.1 *Progress Payments.* Sponsor may be reimbursed in progress payments, for eligible Project costs incurred by Sponsor in conformity with Schedule A-1, upon submission of a voucher by Sponsor in a form acceptable to NYSDOT.

7.2 *Final Payment.* Final payment to sponsor shall be made upon the application of Sponsor to NYSDOT, on a basis of work accomplished, upon submission of vouchers to the State, the submission of a Project Completion Report (hereinafter defined) together with such data as NYSDOT deems necessary to assure compliance with this Agreement evidencing that the work of the Project is completed.

Upon the completion of all said work by Sponsor pursuant to this Agreement, a final statement of costs shall be submitted to the State within one hundred eighty (180) days. Upon receipt of the final statement of costs by the NYSDOT Commissioner, the NYSDOT Commissioner will conduct an audit of the Sponsor project account records within one hundred eighty (180) days to determine the resources applied or used by Sponsor in fulfilling the terms of this Agreement.

7.3 *Payment Certification.* Each payment request will contain a certification by Sponsor that payment requests do not duplicate reimbursement of Project costs being funded from other sources.

In the event that any payments are made by the State to the Sponsor for costs incurred by Sponsor, which are subsequently determined to be ineligible for reimbursement under this Agreement, State may retain an amount equal to any such excess payments from any monies then or which may become due and owing to Sponsor under the Agreement, or Sponsor shall repay such amounts to State within forty-five (45) days from the date Sponsor receives notice of such determination of ineligibility.

All costs submitted by Sponsor shall be in conformity with accounting procedures acceptable to NYSDOT and shall be subject to approval by NYSDOT Commissioner, and to audit by the NYSDOT Commissioner and the State Comptroller. All requests for reimbursement shall be accompanied by appropriate supporting documentation including, but not limited to, the following: Inspector's Reports with associated invoices and receipts, Engineer's Diary, and the Engineer's recommendation(s) for payment to the Contractor.

All costs charged to the project shall be properly supported by executed payrolls or abstracts thereof, time, material and accounts payable distribution records, invoices, contracts, vouchers and/or canceled checks evidencing in proper detail the nature and propriety of the charges.

8. *Compliance.* The Sponsor understands that funding is contingent upon the Sponsor's compliance with the applicable requirements of the "Local Projects Manual (LPM)" manual (available through NYSDOT's web site at: <https://www.dot.ny.gov/plafap>), and as such may be amended from time to time.

9. *Supplemental Agreement or Supplemental Schedule A-1.* Supplemental Agreements or Supplemental Schedules A-1 may be entered by the parties, and must be approved in the manner required for a State contract. In the event Project cost estimates increase over the amounts provided for in Schedule A-1 or one or more supplemental Schedules A-1 as may hereafter be developed by the parties hereto or Eligible Project Costs in the Comprehensive List are increased by the legislature, no additional reimbursement shall be due to the Sponsor unless the parties enter into a Supplemental Agreement or Supplemental Schedule A-1 for reimbursement or additional Eligible Project Costs.

10. *Project Completion Report.* Sponsor shall 6 months from Project completion or final reimbursement by NYSDOT, whichever is earlier, submit a Project Completion Report to NYSDOT describing the sources and uses of all Project-related funds, including non-State funds, and the programmatic accomplishments of the Project.

11. *Records and Accounts.* Sponsor shall maintain accurate records and accounts of all financial transactions which show in detail all income and all expenditures, including but not limited to, payments for eligible Project costs. Said records shall include the amount of payment by the State, the amount of federal assistance if any received by the municipality for the project and all monies expended by the municipality for the project. Such records and accounts shall include, without limitation, property, personnel and financial records, cash receipts and disbursements journal and general subsidiary ledgers. All records and accounts shall be maintained in accordance with generally accepted accounting standards. All expenditures of the grant reimbursed monies shall be supported by invoices and/or other documentation sufficient to

establish that such monies have been used in accordance with the terms of this Agreement. The NYSDOT Commissioner, Comptroller of the State of New York and any other authorized representatives of the State of New York shall have the right to examine all records and accounts relating to Sponsor's financial transactions, including the expenditure of the grant and all other funds secured and services rendered for the benefit of Sponsor in connection with the Project. Sponsor shall maintain records relating to this Agreement for not less than thirty-six (36) years after the date of completion.

12. *Ethics.* No member of Sponsor's governing body, or any member of the Board of Directors or staff, nor any member of their families shall benefit financially either directly or indirectly from the grant unless such action is necessary for the accomplishment of the Project. In such event, Sponsor shall disclose such relationship to NYSDOT and shall obtain prior written approval therefore from NYSDOT.

13. *NYSDOT Review.* NYSDOT may review the Sponsor's performance of this agreement in such manner and at such times as the Commissioner shall determine, and such review may include field visits by NYSDOT representatives to the Project and/or the offices of Sponsor. Sponsor shall at all times make available its employees, records and facilities to authorized NYSDOT representatives in connection with any such review. Such review shall be for the purpose, among other things, of ascertaining the quality and quantity of Sponsor's performance of the Project, its use and operation.

14. *Failure to Diligently Progress Project or Loss of State or Federal Participation.* If NYSDOT determines that the Sponsor has failed to diligently progress the project, or in the event the Sponsor withdraws its approval of the project, or the Sponsor suspends or delays work on the Project such that it cannot be reasonably completed, or takes other action that results in the loss of state participation and/or federal participation, including the loss of State administration of Federal aid to the Sponsor, for the costs incurred pursuant to this agreement, the Sponsor shall refund to the State all reimbursements received from or through the State. The State may offset any other State aid due to the Sponsor by such amount and apply such offset to such repayment obligation of the Sponsor.

15. *Inspection and Audit.* Sponsor shall permit the authorized representative of NYSDOT and/or the State Comptroller to inspect and audit all books, records and accounts of Sponsor pertaining to the Project under this Agreement. Sponsor shall notify NYSDOT of any audit by any governmental agency of any projects, operations or reports of Sponsor within five (5) days of receiving information relating thereto.

16. *Term of Agreement.* The Project and Term are identified in Schedule(s) A executed herewith and incorporated herein or as subsequently identified in any duly executed and approved supplemental Schedule(s) A as of the date of such supplemental Schedule(s) A. This agreement shall only remain in effect so long as State aid funding authorizations are in effect and funds are made available pursuant to the laws controlling such authorizations and availabilities. However, if such authorizations or availabilities lapse and are not renewed, continued or reenacted, as to funds encumbered or available and to the extent of such encumbrances or availabilities, this agreement shall remain in effect for the duration of such encumbrances or availabilities. Although the liquidity of encumbrances or the availability of funds may be affected by budgetary hiatuses, a State budgetary hiatus will not by itself be construed to lapse this agreement, provided any necessary State appropriations or other funding authorizations therefor are eventually enacted.

17. *Contract Executory.* It is understood by and between the parties hereto that this Agreement shall be deemed executory only to the extent of the moneys available to the State and no liability on account thereof shall be incurred by the State beyond moneys available for the purpose hereof.

18. *Sponsor Liability; Indemnification.*

18.1 The Sponsor shall be responsible for all damage to person or property arising from any act or negligence performed by or on behalf of the Sponsor, its officers, agents, servants or employees, contractors, subcontractors or others in connection therewith. The Sponsor specifically agrees that its agents or employees shall possess the experience, knowledge and character necessary to qualify them individually for the particular duties they perform.

18.2 To the fullest extent permitted by law, the Sponsor shall indemnify and save harmless the State for all damages and costs arising out of any claims, suits, actions, or proceedings resulting from the negligent performance of work by or on behalf of the Sponsor its officers, agents, servants, employees contractors, subcontractors or others under this Agreement. Negligent performance of service within the meaning of this Article shall include, in addition to negligence founded upon tort, negligence based upon the Sponsor's failure to meet professional standards and resulting in obvious or patent errors in the progression of its work.

19. *Independent Contractor.* The officers and employees of the Sponsor, in accordance with the status of the Sponsor as an independent contractor, covenant and agree that they will conduct themselves consistent with such status, that they will neither hold themselves out as nor claim to be an officer or employee of the State by reason hereof, and that they will not by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or

employee of the State, including, but not limited to, Workers Compensation coverage, Unemployment Insurance benefits, Social Security or Retirement membership or credit.

20. *Insurance.* Sponsor agrees to procure and maintain without direct cost to the State except as noted during the pendency of this Agreement, insurance of the kinds and in amounts hereinafter provided by insurance companies authorized to do business in the State of New York or, if Sponsor is a municipality that self-insures, an endorsement for such self-insurance covering all operations under this Agreement whether performed by it or sub-contractors. Before commencing the work, Sponsor shall furnish to NYSDOT a certificate or certificates, in a form satisfactory to NYSDOT, showing compliance with this Article, which certificate or certificates, shall provide that such insurance shall not be changed or canceled until thirty (30) days written notice has been given to NYSDOT. Said insurance policies shall name the People of the State of New York, New York State, its officers, agents and employees as additional insureds thereunder. Upon written request by the State, the Sponsor shall furnish to the State a letter certifying that the State of New York, and other required insureds, have been named as additional insureds to such policy. The kinds and amounts of insurance required are as follows:

20.1 *Worker's Compensation and Disability Benefits.* Policy covering the obligations of Sponsor in accordance with the provisions of Chapter 41, Laws of 1914, as amended, known as the Worker's Compensation Law, and also by the provisions of Article 9 of the Worker's Compensation Law known as the Disability Benefits Law, and this Agreement shall be void and of no effect unless Sponsor procures such policy and maintains it until final acceptance of all work described herein;

20.2 *For construction and operating support projects,* Comprehensive General Liability Insurance insuring Sponsor and, as additional insureds, NYSDOT and its employees with respect to all operations under this Agreement by Sponsor, including such coverage any omissions and supervisory acts of the State and its employees. Policies of personal injury liability insurance of the types hereinafter specified, each with a combined single limit of \$1 million per occurrence/\$2 million aggregate for all damages arising out of personal injury, including death at any time resulting therefrom, sustained by one person in any one accident and, subject to that limit for each person, all damage arising out of bodily injury, including death at any time resulting therefrom, sustained by two or more persons in any one accident, damages arising out of injury to or destruction of property in any one accident and, subject to that limit per accident, for all damages arising out of injury to or destruction during the policy period.

20.3 *Automobile Liability and Property Damage Insurance.* Subject to the same required level of coverage set forth in §20.2 above, a policy covering the use in connection with the work covered by the Agreement of all owned, not owned and hired vehicles bearing or, under the circumstances under which they are being used required by New York State law to bear, license plates.

20.4 *Public Liability Insurance.* With respect to the operations performed, regular Contractor's Public Liability Insurance is provided for a limit of not less than \$2,000,000. Single Limit, Bodily Injury and/or Property Damage combined, for damages arising out of bodily injuries to or death of all persons in any one occurrence and for damage to or destruction of property, including the loss of use thereof, in any one occurrence.

20.5 *Protective Public Liability Insurance.* With respect to the operations performed, subcontractors provide regular Contractor's Protective Public Liability Insurance for a limit of not less than \$2,000,000 Single Limit, Bodily Injury and/or Property Damage combined, for damages arising out of bodily injuries to or death of all persons in any one occurrence and for damage to or destruction of property, including the loss of use thereof, in any one occurrence.

The insurance hereinbefore specified shall be carried until all work required to be performed under the terms of the Agreement is satisfactorily completed and formally accepted. Failure to carry or keep such insurance in force until all work is satisfactorily completed shall constitute a violation of the Agreement.

21. *Assignment or Other Disposition of Agreement.* The Sponsor agrees not to assign, transfer, convey, sublet or otherwise dispose of this Agreement or any part thereof, or of its right, title or interest therein, or its power to execute such Agreement to any person, company or corporation without previous consent in writing of the Commissioner.

22. *Procurement Standards.* Sponsor will award contracts funded pursuant to this Agreement in accordance with procurement laws applicable to Sponsor and otherwise in accordance with the requirements of this Agreement.

23. *NYSDOT Obligations.* NYSDOT's responsibilities and obligations are specified set forth in this contract, and neither NYSDOT nor any of its officers or employees shall be responsible or liable, nor shall the Sponsor assert, make, or join in any claim or demand against NYSDOT, its officers or employees, for any damages or other relief based on any alleged failure of NYSDOT, its officers or employees, to undertake or perform any act, or for undertaking or performing any act, which is not specifically required or prohibited by this contract.

24. *E-Mail Provision Notice.*

1. All notices permitted or required hereunder shall be in writing and shall be transmitted either:
 - (a) via certified or registered United States mail, return receipt requested;
 - (b) by facsimile transmission;
 - (c) by personal delivery;
 - (d) by expedited delivery service; or
 - (e) by e-mail.

Such notices shall be addressed as follows or to such different addresses as the parties may from time-to-time designate:

State of New York Department of Transportation

Name: Keely Bannister
Title: Intermodal Transportation Specialist 2
Address: NYSDOT Aviation Bureau
50 Wolf Road P.O.D. 5-4
Albany, NY 12232
Telephone Number: 518-485-5008
Facsimile Number: 518-457-9779
E-Mail Address: keely.bannister@dot.ny.gov

Albany County Airport Authority

Name: Mr. Philip Calderone Esq.
Title: Chief Executive Officer
Address: 737 Albany Shaker Road, Main Terminal - Suite 300, Albany, NY 12211
Telephone Number: (518) 242-2222
Facsimile Number:
E-Mail Address: pcalderone@albanyairport.com

2. Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or email, upon receipt.
3. The parties may, from time to time, specify any new or different address in the United States as their address for purpose of receiving notice under this Agreement by giving fifteen (15) days written notice to the other party sent in accordance herewith. The parties agree to mutually designate individuals as their respective representatives for the purposes of receiving notices under this Agreement. Additional individuals may be designated in writing by the parties for purposes of implementation and administration/billing, resolving issues and problems and/or for dispute resolution.

25. *Electronic Contract Payments.* Municipality/Sponsor shall provide complete and accurate supporting documentation of eligible local expenditures as required by this Agreement, NYSDOT and the State Comptroller. Following NYSDOT approval of such supporting documentation, payment for invoices submitted by the Municipality/Sponsor shall only be rendered electronically unless payment by paper check is expressly authorized by the Commissioner, in the Commissioner's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary State procedures and practices from the Statewide Financial System (SFS). The Municipality/Sponsor shall comply with the State Comptroller's procedures for all applicable State Aid to authorize electronic payments. Instructions and authorization forms are available on the New York State Comptroller's website at <https://www.osc.state.ny.us/state-vendors> or by email at epunit@osc.state.ny.us.

26. *Proposed Increase Clause.* Any change in this contract term, or change in scope of work not previously approved by OSC requires a contract amendment, and may require either a Contract Reporter Exemption, or a new procurement. The agency must submit a proposed amendment to OSC immediately for any such proposed change to this agreement. Scope changes requested of OSC after the fact may be denied.

27. *Compliance with Legal Requirements.* Municipality/Sponsor must comply with all applicable federal, state and local laws, rules and regulations, including but not limited to the following:

27.1 *New York State Executive Law Article 15-A, Participation by Minority Group members and Women with Respect to State Contracts and New York State Executive Law Article 17-B, Participation by Service-Disabled Veterans with Respect to State Contracts,* including requirements thereunder relating to equal employment opportunity, and utilization goals and

contracting opportunities for minority and women-owned business enterprises and service-disabled veteran owned business, without additional cost to NYSDOT.

27.1.1 *EEO Policy Statement.* Pursuant to 5 NYCRR §143.2, a **Sponsor** shall adopt an EEO policy if one is not previously adopted, as provided in Appendix B, and submit to NYSDOT a signed copy of Appendix B.

27.1.2 *MWBE and SDVOB Goals.* The **Sponsor** must comply with all MWBE and SDVOB requirements and goals stated within the provisions of Appendix B, titled, "Minority and Women-Owned Business Enterprises-Service Disabled Veteran Owned Businesses – Equal Employment Opportunity Policy Statement".

27.1.3 *MWBE and SDVOB Guidance.* Refer to the New York State Department of Transportation website and Appendix B for guidance related to MWBE and SDVOB goals at: <https://www.dot.ny.gov/main/business-center/civil-rights/>

Assigned MWBE and SDVOB goals must be included in the **Sponsor's** proposed contract documents when submitted for NYSDOT approval prior to project advertisement. Any requests for a reduction or waiver of the goals must be submitted at that time so that the correct goals are included in the project advertisement.

27.1.4 *Good Faith Efforts.* If a **Sponsor** fails to meet the MWBE or SDVOB requirements set forth in Appendix B, they must demonstrate Good Faith Efforts pursuant to 5 NYCRR §142.8.

27.1.5 *MWBE and SDVOB Compliance Reports.* The **Sponsor** shall require their consultants and contractors to submit electronic, monthly MWBE and SDVOB compliance reports via NYSDOT's Standard Civil Rights Reporting Software (EBO), on or before the 15th day of the immediately preceding month. The **Sponsor** must apply for access to EBO at the following website: <https://www.dot.ny.gov/dotapp/ebo>.

27.1.6 *Failure to Comply.* If the **Sponsor** fails to monitor and administer contracts in accordance with State requirements, the Sponsor will not be reimbursed for associated activities within the affected contracts. The **Sponsor** must ensure that any contract it awards under this Agreement has a Minority and Women-Owned Business Enterprise (MWBE) and a Service-Disabled Veteran Owned Business (SDVOB) Utilization Plan and complies with such plans. If, without prior written approval by NYSDOT, the **Sponsor's** contractors and subcontractors fail to complete work for the project as proposed in the MWBE and SDVOB Schedule of Utilization, NYSDOT at its discretion may (1) cancel, terminate or suspend this agreement or such portion of this agreement, or (2) assess liquidated damages in an amount of up to 20% of the portion of the Sponsor's contracts and subcontracts funded in whole or in part by this agreement, to which contract goals are established by NYSDOT.

27.1.7 *Equal Employment Opportunity (EEO) Requirements.* EEO goals (as provided in "CAPITAL PROJECT GUIDELINES"), EEO Policy Statement (as provided in "Appendix B – MWBE-SDVOB and EEO Policy Statements") and specifications (as provided in NYSDOT's Standard Specifications §102-11 Equal Employment Opportunity Requirements) must be included in the contract documents and project advertisement.
<https://www.dot.ny.gov/main/business-center/engineering/specifications/updated-standard-specifications-us>

27.1.8 *EEO Monitoring and Reporting.* EEO participation shall be monitored by the **Sponsor** as the project progresses. EEO participation shall be reported by the contractor through NYSDOT's civil rights reporting software, EBO.

27.2 *New York State Environmental Law, Article 6, the State Smart Growth Public Infrastructure Policy Act,* including providing true, timely and accurate information relating to the project to ensure compliance with the Act.

28. *Reporting Requirements.* The Municipality/Sponsor agrees to comply with and submit to NYSDOT in a timely manner all applicable reports required under the provisions of this Agreement and the Aviation Capital Grant Program Guidelines and in accordance with current Federal and State laws, rules, and regulations or as requested by NYSDOT. Reporting forms and schedules will be provided by NYSDOT as reporting requirements are identified.

[REMAINDER OF THE PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officials.

MUNICIPALITY/SPONSOR:

MUNICIPALITY/SPONSOR ATTORNEY:

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

STATE OF NEW YORK)
) 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 at _____; that he/she is the _____ of the Municipal/Sponsor Corporation described in and which executed the above instrument; (except New York City) that it was executed by order of the _____ of said Municipal/Sponsor Corporation pursuant to a resolution which was duly adopted on _____ and which a certified copy is attached and made a part hereof; and that he/she signed his name thereto by like order.

Notary Public

APPROVED FOR NYSDOT:

**APPROVED AS TO FORM:
STATE OF NEW YORK ATTORNEY GENERAL**

By: _____
For Commissioner of Transportation

By: _____
Assistant Attorney General

Agency Certification: In addition to the acceptance of this contract I also certify that original copies of this signature page will be attached to all other exact copies of this contract.

COMPTROLLER'S APPROVAL:

Date: _____

By: _____
For the New York State Comptroller
Pursuant to State Finance Law §112

Aviation Project Funding Agreement - Schedule A-1

OSC Contract # _K007527

Project Commencement Date 10/20/23

Project Completion Date: 10/19/28

AGREEMENT PURPOSE **MAIN** Agreement **SUPPLEMENTAL** Agreement or Schedule

AGREEMENT COVERS (as shown in tables below):

Grant Agreement

PROJECT TYPE:

Capital Improvement

PROJECT IDENTIFICATION NUMBER: 1A00.94

This project entails the rehabilitation, safety overhaul, and energy efficiency modernization of existing elevators located in the existing terminal area contained within the airport property. This rehabilitation and overhaul will ensure that existing elevators within the terminal facilities are safe for the use by tenants, passengers, and other stakeholders alike. This project will focus on all existing terminal and north parking garage elevators that are in need of rehabilitation. Elevators that will be included within the upcoming Terminal Checkpoint Improvements project will not be included within this project/scope.

The sponsor attests that the above Project has a useful service life of 20 years.

Estimated Expenditure Activities (Planning, Design, etc) as per original submitted application

Location: Albany International Airport

Owner/Operating and Maintenance Responsibility: Albany County Airport Authority

Type of Airport Organization:

- Municipality Public Authority Not-for-Profit Corporation Public Benefit Corporation
 Business Corporation Partnership Proprietorship _____

B. SUMMARY OF ELIGIBLE PROGRAM COSTS

AIR'99 FUNDING		OTHER NECESSARY FUNDING	TOTAL
GRANT	LOCAL SHARE		
\$1,612,560.00	\$1,075,040.00	\$ 0.00	\$2,687,600.00

Project is: (check which applies) part of an approved airport layout plan, OR
 consistent with an approved airport layout plan

SCHEDULE B: Phases, Sub-phase/Tasks, and Allocation of Responsibility

Instructions: Identify the responsibility for each applicable Sub-phase task by entering X in either the *NYSDOT* column to allocate the task to State labor forces or a State Contract, or in the *Sponsor* column indicating non-State labor forces or a locally administered contract.

A1. Preliminary Engineering ("PE") Phase

<u>Phase/Sub-phase/Task</u>	Responsibility: <u>NYSDOT</u>	<u>Sponsor</u>
1. <u>Scoping</u> : Prepare and distribute all required project reports, including an Expanded Project Proposal (EPP) or Scoping Summary Memorandum (SSM), as appropriate.	<input type="checkbox"/>	<input type="checkbox"/>
2. Perform data collection and analysis for design, including traffic counts and forecasts, accident data, Smart Growth checklist, land use and development analysis and forecasts.	<input type="checkbox"/>	<input type="checkbox"/>
3. Smart Growth Attestation (NYSDOT ONLY).	<input type="checkbox"/>	<input type="checkbox"/>
4. <u>Preliminary Design</u> : Prepare and distribute Design Report/Design Approval Document (DAD), including environmental analysis/assessments, and other reports required to demonstrate the completion of specific design sub-phases or tasks and/or to secure the approval/authorization to proceed.	<input type="checkbox"/>	<input type="checkbox"/>
5. Review and Circulate all project reports, plans, and other project data to obtain the necessary review, approval, and/or other input and actions required of other NYSDOT units and external agencies.	<input type="checkbox"/>	<input type="checkbox"/>
6. Obtain aerial photography and photogrammetric mapping.	<input type="checkbox"/>	<input type="checkbox"/>
7. Perform all surveys for mapping and design.	<input type="checkbox"/>	<input type="checkbox"/>
8. <u>Detailed Design</u> : Perform all project design, including preparation of plan sheets, cross-sections, profiles, detail sheets, specialty items, shop drawings, and other items required in accordance with the Highway Design Manual, including all Highway Design, including pavement evaluations, including taking and analyzing cores; design of Pavement mixes and applications procedures; preparation of bridge site data package, if necessary, and all Structural Design, including hydraulic analyses, if necessary, foundation design, and all design of highway appurtenances and systems [e.g., Signals, Intelligent Transportation System (ITS) facilities], and maintenance protection of traffic plans. Federal Railroad Administration (FRA) criteria will apply to rail work.	<input type="checkbox"/>	<input type="checkbox"/>
9. Perform landscape design (including erosion control).	<input type="checkbox"/>	<input type="checkbox"/>
10. Design environmental mitigation, where appropriate, in connection with: Noise readings, projections, air quality monitoring, emissions projections, hazardous waste, asbestos, determination of need of cultural resources survey.	<input type="checkbox"/>	<input type="checkbox"/>
11. Prepare demolition contracts, utility relocation plans/contracts, and any other plans and/or contract documents required to advance, separate, any portions of the project which may be more appropriately progressed separately and independently.	<input type="checkbox"/>	<input type="checkbox"/>
12. Compile PS&E package, including all plans, proposals, specifications, estimates, notes, special contract requirements, and any other contract documents necessary to advance the project to construction.	<input type="checkbox"/>	<input type="checkbox"/>
13. Conduct any required soils and other geological investigations.	<input type="checkbox"/>	<input type="checkbox"/>

<u>Phase/Sub-phase/Task</u>	<u>Responsibility: NYSDOT Sponsor</u>	
14. Obtain utility information, including identifying the locations and types of utilities within the project area, the ownership of these utilities, and prepare utility relocations plans and agreements, including completion of Form HC-140, titled Preliminary Utility Work Agreement.	<input type="checkbox"/>	<input type="checkbox"/>
15. Determine the need and apply for any required permits, including U.S. Coast Guard, U.S. Army Corps of Engineers, Wetlands (including identification and delineation of wetlands), SPDES, NYSDOT Highway Work Permits, and any permits or other approvals required to comply with local laws, such as zoning ordinances, historic districts, tax assessment and special districts.	<input type="checkbox"/>	<input type="checkbox"/>
16. Prepare and execute any required agreements, including: <ul style="list-style-type: none"> - Railroad force account - Maintenance agreements for sidewalks, lighting, signals, betterments - Betterment Agreements - Utility Work Agreements for any necessary Utility Relocations of Privately owned Utilities 	<input type="checkbox"/>	<input type="checkbox"/>
17. Provide overall supervision/oversight of design to assure conformity with Federal and State design standards or conditions, including final approval of PS&E (Contract Bid Documents) by NYSDOT.	<input type="checkbox"/>	<input type="checkbox"/>

A2. Right-of-Way (ROW) Incidentals

<u>Phase/Sub-phase/Task</u>	<u>Responsibility: NYSDOT Sponsor</u>	
1. Prepare ARM or other mapping, showing preliminary taking lines.	<input type="checkbox"/>	<input type="checkbox"/>
2. ROW mapping and any necessary ROW relocation plans.	<input type="checkbox"/>	<input type="checkbox"/>
3. Obtain abstracts of title and certify those having an interest in ROW to be acquired.	<input type="checkbox"/>	<input type="checkbox"/>
4. Secure Appraisals.	<input type="checkbox"/>	<input type="checkbox"/>
5. Perform Appraisal Review and establish an amount representing just compensation.	<input type="checkbox"/>	<input type="checkbox"/>
6. Determination of exemption from public hearing that is otherwise required by the Eminent Domain Procedure Law, including <i>de minimis</i> determination, as may be applicable. If NYSDOT is responsible for acquiring the right-of-way, this determination may be performed by NYSDOT only if NYSDOT is responsible for the Preliminary Engineering Phase under Phase A1 of this Schedule B.	<input type="checkbox"/>	<input type="checkbox"/>
7. Conduct any public hearings and/or informational meetings as may be required by the Eminent Domain Procedures Law, including the provision of stenographic services, preparation and distribution of transcripts, and response to issues raised at such meetings.	<input type="checkbox"/>	<input type="checkbox"/>

B. Right-of-Way (ROW) Acquisition

<u>Phase/Sub-phase/Task</u>	Responsibility: <u>NYSDOT</u> <u>Sponsor</u>	
1. Perform all Right-of-Way (ROW) Acquisition work, including negotiations with property owners, acquisition of properties and accompanying legal work, payments to and/or deposits on behalf of property owners; Prepare, publish, and pay for any required legal notices; and all other actions necessary to secure title to, possession of, and entry to required properties. If NYSDOT is to acquire property, including property described as an uneconomic remainder, on behalf of the Municipality/Sponsor, the Municipality/Sponsor agrees to accept and take title to any and all permanent property rights so acquired which form a part of the completed Project.	<input type="checkbox"/>	<input type="checkbox"/>
2. Provide required relocation assistance, including payment of moving expenses, replacement supplements, mortgage interest differentials, closing costs, mortgage prepayment fees.	<input type="checkbox"/>	<input type="checkbox"/>
3. Conduct eminent domain proceedings, court and any other legal actions required to acquire properties.	<input type="checkbox"/>	<input type="checkbox"/>
4. Monitor all ROW Acquisition work and activities, including review and processing of payments of property owners.	<input type="checkbox"/>	<input type="checkbox"/>
5. Provide official certification that all right-of-way required for the construction has been acquired in compliance with applicable Federal, State or Local requirements and is available for use and/or making projections of when such property(ies) will be available if such properties are not in hand at the time of contract award.	<input type="checkbox"/>	<input type="checkbox"/>
6. Conduct any property management activities, including establishment and collecting rents, building maintenance and repairs, and any other activities necessary to sustain properties and/or tenants until the sites are vacated, demolished, or otherwise used for the construction project.	<input type="checkbox"/>	<input type="checkbox"/>
7. Subsequent to completion of the Project, conduct ongoing property management activities in a manner consistent with applicable Federal, State and Local requirements including, as applicable, the development of any ancillary uses, establishment and collection of rent, property maintenance and any other related activities.	<input type="checkbox"/>	<input type="checkbox"/>

C. Construction, Construction Support (C/S) and Construction Inspection (C/I) Phase

<u>Phase/Sub-phase/Task</u>	Responsibility: <u>NYSDOT</u> <u>Sponsor</u>	
1. Advertise contract lettings and distribute contract documents to prospective bidders.	<input type="checkbox"/>	<input type="checkbox"/>
2. Conduct all contract lettings, including receipt, opening, and analysis of bids, evaluation/certification of bidders, notification of rejected bids/bidders, and awarding of the construction contract(s).	<input type="checkbox"/>	<input type="checkbox"/>
3. Receive and process bid deposits and verify any bidder's insurance and bond coverage that may be required.	<input type="checkbox"/>	<input type="checkbox"/>
4. Compile and submit Contract Award Documentation Package.	<input type="checkbox"/>	<input type="checkbox"/>
5. Review/approve any proposed subcontractors, vendors, or suppliers.	<input type="checkbox"/>	<input type="checkbox"/>

Phase/Sub-phase/Task

Responsibility: NYSDOT Sponsor

- | | | |
|---|--------------------------|--------------------------|
| 6. Conduct and control all construction activities in accordance with the plans and proposal for the project. Maintain accurate, up-to-date project records and files, including all diaries and logs, to provide a detailed chronology of project construction activities. Procure or provide all materials, supplies and labor for the performance of the work on the project, and insure that the proper materials, equipment, human resources, methods and procedures are used. | <input type="checkbox"/> | <input type="checkbox"/> |
| 7a. For non-NHS or non-State Highway System Projects: Test and accept materials, including review and approval for any requests for substitutions. | <input type="checkbox"/> | <input type="checkbox"/> |
| 7b. For NHS or State Highway System Projects: Inspection and approval of materials such as bituminous concrete, Portland cement concrete, structural steel, concrete structural elements and/or their components to be used in a federal aid project will be performed by, and according to the requirements of NYSDOT. The Municipality/Sponsor shall make or require provision for such materials inspection in any contract or subcontract that includes materials that are subject to inspection and approval in accordance with the applicable NYSDOT design and construction standards associated with the federal aid project. | <input type="checkbox"/> | <input type="checkbox"/> |
| 7c. For projects that fall under both 7a and 7b above, check boxes for each. | | |
| 8. Design and/or re-design the project or any portion of the project that may be required because of conditions encountered during construction. | <input type="checkbox"/> | <input type="checkbox"/> |
| 9. Administer construction contract, including the review and approval of all contactor requests for payment, orders-on-contract, force account work, extensions of time, exceptions to the plans and specifications, substitutions or equivalents, and special specifications. | <input type="checkbox"/> | <input type="checkbox"/> |
| 10. Review and approve all shop drawings, fabrication details, and other details of structural work. | <input type="checkbox"/> | <input type="checkbox"/> |
| 11. Administer all construction contract claims, disputes or litigation. | <input type="checkbox"/> | <input type="checkbox"/> |
| 12. Perform final inspection of the complete work to determine and verify final quantities, prices, and compliance with plans specifications, and such other construction engineering supervision and inspection work necessary to conform to Municipal, State and FHWA requirements, including the final acceptance of the project by NYSDOT. | <input type="checkbox"/> | <input type="checkbox"/> |
| 13. Pursuant to Federal Regulation 49 CFR 18.42(e)(1) The awarding agency and the Comptroller General of the United States, or any of their authorized representatives, shall have the right of access to any pertinent books, documents, papers, or other records of grantees and subgrantees which are pertinent to the grant, in order to make audits, examinations, excerpts, and transcripts. | <input type="checkbox"/> | <input type="checkbox"/> |

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

**PLEASE RETAIN THIS DOCUMENT
FOR FUTURE REFERENCE.**

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STANDARD CLAUSES FOR NYS CONTRACTS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licenser, licensee, lessor, lessee or any other party):

1. EXECUTORY CLAUSE. In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

2. NON-ASSIGNMENT CLAUSE. In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3. COMPTROLLER'S APPROVAL. In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$25,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$85,000 (State Finance Law § 163.6-a). However, such pre-approval shall not be required for any contract established as a centralized contract through the Office of General Services or for a purchase order or other transaction issued under such centralized contract.

4. WORKERS' COMPENSATION BENEFITS. In accordance with Section 142 of the State Finance Law, this

contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

5. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment, nor subject any individual to harassment, because of age, race, creed, color, national origin, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status, or domestic violence victim status or because the individual has opposed any practices forbidden under the Human Rights Law or has filed a complaint, testified, or assisted in any proceeding under the Human Rights Law. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. WAGE AND HOURS PROVISIONS. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law.

Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

7. NON-COLLUSIVE BIDDING CERTIFICATION. In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

8. INTERNATIONAL BOYCOTT PROHIBITION. In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2 NYCRR § 105.4).

9. SET-OFF RIGHTS. The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, the "Records"). The

Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION. (a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

(b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.

In accordance with Section 312 of the Executive Law and 5 NYCRR Part 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of "a," "b," and "c" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and

improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this clause. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

13. CONFLICTING TERMS. In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

14. GOVERNING LAW. This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15. LATE PAYMENT. Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

16. NO ARBITRATION. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

17. SERVICE OF PROCESS. In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State

or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in § 165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES (APPLICABLE ONLY IN NON-FEDERAL AID NEW YORK STATE CONTRACTS). In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

20. OMNIBUS PROCUREMENT ACT OF 1992 (APPLICABLE ONLY IN NON-FEDERAL AID NEW YORK STATE CONTRACTS). It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority- and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development
Division for Small Business
Albany, New York 12245
Telephone: 518-292-5100
Fax: 518-292-5884
email: opa@esd.ny.gov

A directory of certified minority- and women-owned business enterprises is available from:

NYS Department of Economic Development
Division of Minority and Women's Business Development
633 Third Avenue
New York, NY 10017
212-803-2414
email: mwbecertification@esd.ny.gov

<https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp>

The Omnibus Procurement Act of 1992 (Chapter 844 of the Laws of 1992, codified in State Finance Law § 139-i and Public Authorities Law § 2879(3)(n)-(p)) requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority- and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

21. RECIPROCITY AND SANCTIONS PROVISIONS. Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively, codified in State Finance Law § 165(6) and Public Authorities Law § 2879(5)) require that they be denied contracts which they would otherwise obtain. NOTE: As of October 2019, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii.

22. COMPLIANCE WITH BREACH NOTIFICATION AND DATA SECURITY LAWS. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law § 899-aa and State Technology Law § 208) and commencing March 21, 2020 shall also comply with General Business Law § 899-bb.

23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW. If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163 (4)(g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

24. PROCUREMENT LOBBYING. To the extent this agreement is a "procurement contract" as defined by State Finance Law §§ 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law §§ 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.

To the extent this agreement is a contract as defined by Tax Law § 5-a, if the contractor fails to make the certification required by Tax Law § 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law § 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

26. IRAN DIVESTMENT ACT. By entering into this Agreement, Contractor certifies in accordance with State Finance Law § 165-a that it is not on the "Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012" ("Prohibited Entities List") posted at: <https://ogs.ny.gov/list-entities-determined-be-non-responsive-biddersofferers-pursuant-nys-iran-divestment-act-2012>

Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the State.

During the term of the Contract, should the state agency receive information that a person (as defined in State Finance Law § 165-a) is in violation of the above-referenced certifications, the state agency will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the state agency shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

The state agency reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

27. ADMISSIBILITY OF REPRODUCTION OF CONTRACT. Notwithstanding the best evidence rule or any other legal principle or rule of evidence to the contrary, the Contractor acknowledges and agrees that it waives any and all objections to the admissibility into evidence at any court proceeding or to the use at any examination before trial of an electronic reproduction of this contract, in the form approved by the State Comptroller, if such approval was required, regardless of whether the original of said contract is in existence.

APPENDIX A-1 SUPPLEMENTAL TITLE VI PROVISIONS (CIVIL RIGHTS ACT)

(To be included in all contracts)

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

- (1) Compliance with Regulations: The contractor shall comply with the Regulation relative to nondiscrimination in Federally assisted programs of the Department of Transportation of the United States, Title 49, Code of Federal Regulations, Part 21, and the Federal Highway Administration (hereinafter "FHWA") Title 23, Code of Federal Regulations, Part 200 as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- (2) Nondiscrimination: The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, religion, age, color, sex or national origin, sex, age, and disability/handicap in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR, section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- (3) Solicitations for Subcontractors, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin, sex, age, and disability/handicap.
- (4) Information and Reports: The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by NYSDOT or the FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to NYSDOT's Office of Civil Rights or FHWA, as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, NYSDOT shall impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - a) Withholding of payments to the contractor under the contract until the contractor complies; and/or
 - b) Cancellation, termination or suspension of the contract, in whole or in part.
- (6) Incorporation of Provisions: The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The contractor shall take such action with respect to any subcontractor procurement as NYSDOT or the FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request NYSDOT to enter into such litigation to protect the interests of NYSDOT, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

APPENDIX B

MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES-SERVICE DISABLED VETERAN OWNED BUSINESSES – EQUAL EMPLOYMENT OPPORTUNITY POLICY STATEMENT

M/WBE, SDVOB, AND EEO POLICY STATEMENT

I, _____, the representative for Albany County Airport Authority adopted, or agree to adopt, the following policies with respect to the project being developed or services rendered at Albany International Airport.

M/WBE/SDVOB

EEO

This organization will and will cause its contractors and subcontractors to take good-faith actions to achieve the M/WBE/SDVOB contract participation goals set by the State for that area in which the State-funded project is located by taking the following steps:

- (1) Actively and affirmatively solicit bids for contracts and subcontracts from qualified State certified MBEs, WBEs, and SDVOBs, including solicitations to M/WBE and SDVOB contractor associations.
- (2) Obtain a list of State-certified M/WBEs from <https://ny.newnycontracts.com/> and solicit bids from them directly.
- (3) Obtain a list of State certified SDVOBs from <https://online.ogs.ny.gov/SDVOB/search> and solicit bids from them directly.
- (4) Ensure that plans, specifications, requests for proposals, and other documents used to secure bids will be made available in sufficient time for review by prospective M/WBEs and SDVOBs.
- (5) Where feasible, divide the work into smaller portions to enhanced participation by M/WBEs/SDVOBs and encourage joint ventures and other partnerships among M/WBE/SDVOBs contractors to enhance their participation.
- (6) Document and maintain records of bid solicitation, including those to M/WBEs/SDVOBs and the results thereof. This organization will also maintain records of actions that its subcontractors have taken toward meeting M/WBE/SDVOB contract participation goals.
- (7) Ensure that progress payments to M/WBEs/SDVOBs are made on a timely basis so that undue financial hardship is avoided and that, if legally permissible, bonding and other credit requirements are waived, appropriate alternatives developed to encourage M/WBE/SDVOB participation.

(a) This organization will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability, or marital status, will undertake or continue existing programs of affirmative action to ensure that minority group members are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its workforce on state contracts.

(b) This organization shall state in all solicitation or advertisements for employees that in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, disability, or marital status.

(c) At the request of the Sponsor, this organization shall request each employment agency, labor union, or authorized representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such union or representative will affirmatively cooperate in the implementation of this organization's obligations herein.

(d) This organization shall comply with the provisions of the Human Rights Law, all other State, and Federal statutory and constitutional non-discrimination provisions. This organization and subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status, or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

(e) This organization will include the provisions of sections (a) through (d) of this agreement in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the State contract.

Agreed to this _____ day of _____, 20_____

By _____

Print: _____ Title: _____

APPENDIX B

_____ (Name of Designated Liaison) is designated as this organization's Minority and Women-Owned Business Enterprise Liaison and Service-Disabled Veteran Owned Business Liaison responsible for administering M/WBE/SDVOB-EEO program.

The Municipality/Sponsor/Grantee agrees that the Standard M/WBE and/or SDVOB Contract Goals for projects let and funded (in whole or in part) with proceeds of this Agreement (Contract # K007527) are provided below.

STANDARD CONTRACT GOALS

CATEGORY/CONTRACT TYPE	MBE	WBE	SDVOB
C: Commodities	9.00%	17.00%	6.00%
CC: Construction Consultants (Architectural/Engineering)	20.00%	10.00%	6.00%
CN: Construction	10.00%	15.00%	6.00%
SC: Services/Consultants (Non-Architectural/Engineering)	7.00%	12.00%	6.00%

These Standard Contract Goals are based on the New York State Department of Transportation's (NYSDOT's) Agency M/WBE and SDVOB Goal Plan as a result of programmatic analysis. The plans are available at: [FY22-23 M/WBE Goal Plan](#) and [FY2021 SDVOB Goal Plan](#). In furtherance of such goals, the Municipality/Sponsor/Grantee is also required to consider the following statutory factors in all related contracts executed by the Sponsor/Municipality/Grantee:

- (1) the contract and subcontract scope(s) of work,
- (2) the potential subcontract opportunities available in the prime contract,
- (3) the relevant availability data contained within the disparity study with respect to the scope of the contract and potential subcontracting opportunities,
- (4) the number and types of certified minority-owned and women-owned business enterprises (M/WBE) found in the directory of certified minority-owned and women-owned businesses available to perform the related contract work and the number and types of certified service-disabled veteran-owned businesses (SDVOB) found in the SDVOB directory available to perform the related contract work,
- (5) the geographic location of the contract performance,
- (6) the extent to which geography is material to the performance of the contract,
- (7) the ability of certified M/WBEs and SDVOBs located outside of the geographic location of contract performance, notwithstanding the regional location of the certified enterprise, to perform on the Municipality/Sponsor/Grantee's contract,
- (8) the total dollar value of the work required by the Municipality's/Sponsor's/Grantee's contract in relation to the dollar value of the subcontracting opportunities; and
- (9) the relationship of the monetary size and term of the Municipality's/Sponsor's/Grantee's contract to the monetary size and term of the project for which the contract is awarded (See 5 NYCRR 142.2 and 9 CRR-NY 252.2(h)).

Pre-Advertisement: As a result of Municipality's/Sponsor's/Grantee's analysis of the statutory factors in relation to a contract's work scope and circumstances, if the Municipality/Sponsor/Grantee believes a non-standard goal is appropriate and supportable, the Municipality/Sponsor/Grantee may obtain NYSDOT approval by submitting a M/WBE and/or SDVOB Pre-Advertisement Goal Modification Request, with justification, prior to public advertisement of the contract.

Pre-Award: If the Municipality/Sponsor/Grantee receives proposals or bids that do not provide commitments that meet or exceed the advertised goals, the Municipality/Sponsor/Grantee must obtain NYSDOT approval by

APPENDIX B

submitting a M/WBE and/or SDVOB Waiver Request *demonstrating the Contractor's Good Faith Efforts to meet the goals, along with supporting justification, prior to awarding the contract.*

Post Award: If any consultant/contractor fails to attain its M/WBE and/or SDVOB commitment on a contract, the Municipality/Sponsor/Grantee must obtain NYSDOT approval by submitting a M/WBE and/or SDVOB Waiver Request, *demonstrating Good Faith Efforts to meet the goals, along with supporting justification before NYSDOT will distribute final payment of grant proceeds.*

All forms referenced above are available at: <https://www.dot.ny.gov/main/business-center/civil-rights/>. Nothing stated within this or associated document(s) guarantees NYSDOT's approval of a goal modification or goal waiver.

Signature: _____

Title: _____

Name: _____

Date: _____

STATE ENVIRONMENTAL QUALITY REVIEW

In accordance with the rules, regulations and procedures adopted by

Albany County Airport Authority

(or 6NYCRR Part 617 where the Municipal Corporation has not adopted such rules, regulations and procedures) pursuant to the intent of the State Environmental Quality Review Act, the project described below is classified as a:

CHECK ONE

Type I Action - with possible significant effect (NEPA or SEQR DEIS, FEIS and SEQR Record of Decision have been prepared).

Type I Action - with no significant effect (Environmental Assessment Form or Environmental Assessment and Negative Declaration have been prepared and filed).

Unlisted Action - with possible significant effect (NEPA or SEQR DEIS, FEIS and SEQR Record of Decision have been prepared).

Unlisted Action - with no significant effect (Environmental Assessment Form or Environmental Assessment and Negative Declaration have been prepared and filed).

Type II Action

Ministerial Act

Exempt Act

PROJECT DESCRIPTION

This project entails the rehabilitation, safety overhaul, and energy efficiency modernization of existing elevators located in the existing terminal area contained within the airport property. This rehabilitation and overhaul will ensure that existing elevators within the terminal facilities are safe for the use by tenants, passengers, and other stakeholders alike. This project will focus on all existing terminal and north parking garage elevators that are in need of rehabilitation. Elevators that will be included within the upcoming Terminal Checkpoint Improvements project will not be included within this project/scope.

Authorized Signature

Title

Date

AGENDA ITEM NO. 13

Informational Only

AGENDA ITEM NO. 13.1

INFORMATIONAL ONLY:

**Airport Master Plan Update – FAA & NYSDOT
submission of draft final materials**

AGENDA ITEM NO: 13.1
MEETING DATE: December 4, 2023

ALBANY COUNTY AIRPORT AUTHORITY
INFORMATIONAL ITEM

DEPARTMENT: *Planning & Engineering Department*

Contact Person: *Connor Haskin, ENV SP, Chief Airport Planner*

PURPOSE OF REQUEST:

INFORMATIONAL ONLY: *Airport Master Plan Update – FAA & NYSDOT submission of draft final materials*

CONTRACT AMOUNT:

Purchase Price: N/A

BUDGET INFORMATION:

Anticipated in Capital Plan: Yes ___ No ___ NA ✓
Funding Account No: N/A

FISCAL IMPACT - FUNDING (Dollars or Percentages)

Federal: N/A State: N/A Airport: N/A
Term of Funding: N/A
Federal AIP Grant No.: N/A NYSDOT Grant Pin No.: N/A

JUSTIFICATION:

The draft final Airport Master Plan report, as well as the draft final Airport Layout Plan (ALP) technical sheet set, are scheduled to be submitted to the Federal Aviation Administration's (FAA) New York Airport District Office and New York State Department of Transportation (NYSDOT) Aviation Bureau on December 6th, 2023. This will be the official submittal to the FAA and NYSDOT for their review. Once all materials are reviewed by the FAA and NYSDOT, comments will be provided back to ACAA and the Consultant team. Once all comments are satisfied, the FAA and NYSDOT will then approve the Airport Layout Plan sheet and provide concurrence on the Master Plan report. ACAA Board authorization to adopt the final Airport Master Plan Update report and supporting materials will be requested once the FAA and NYSDOT provides their approval/concurrence.

AGENDA ITEM NO: 13.1
MEETING DATE: December 4, 2023

PROCUREMENT DEPARTMENT APPROVAL:

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

CHIEF EXECUTIVE OFFICER'S RECOMMENDATION:

Recommend concurrence.

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

BACK-UP MATERIAL:

N/A

AGENDA ITEM NO. 14

**Review and approval of the Authority's
PROCUREMENT CONTRACT GUIDELINES,
OPERATIVE POLICY, PETTY CASH ACCOUNTS
AND INSTRUCTIONS (Procurement Guidelines)
adopted December 14, 2015 and last reviewed
December 5, 2022.**

AGENDA ITEM NO: 14
MEETING DATE: December 4, 2023

ALBANY COUNTY AIRPORT AUTHORITY
REQUEST FOR AUTHORIZATION

DEPARTMENT: *Finance*

Contact Person: *Michael Zonsius, Chief Financial Officer*

PURPOSE OF REQUEST:

Review and approval of the Authority's PROCUREMENT CONTRACT GUIDELINES, OPERATIVE POLICY, PETTY CASH ACCOUNTS AND INSTRUCTIONS (Procurement Guidelines) adopted December 14, 2015 and last reviewed December 5, 2022.

CONTRACT AMOUNT:

Base Amount: \$ N/A
Change Orders/Amendments: N/A

Total Contract Amount: N/A

BUDGET INFORMATION:

Anticipated in Current Budget: Yes ___ No ___ NA √

FISCAL IMPACT - FUNDING (Dollars or Percentages)

Federal ___ State _____ Airport _____ NA √

JUSTIFICATION:

The procurement contract guidelines were last reviewed, amended and approved in 2022. The New York State Authorities Budget Office requires that the Authority annually disclose if the procurement guidelines have been annually reviewed, amended if needed, and approved by its governing Board. The procurement guidelines are presented herewith for review and approval with one amendment proposed.

CHIEF EXECUTIVE OFFICER'S RECOMMENDATION:

Recommend approval.

BACK-UP MATERIAL:

Copy of Procurement Guidelines as last reviewed December 5, 2022.



TO: ACAA Board Members
FROM: Michael F. Zonsius, CFO
Date: December 4, 2023
RE: Annual Approval of the Procurement Contract Guidelines, Operative Policy, Petty Cash Accounts and Instructions

CHANGES

Changes to the Procurement Contract Guidelines, Operative Policy, Petty Cash Accounts and Instructions are recommended as follows:

Changed: “**Competitive Procurement Method**” shall include: (i) solicitations, bids, requests for proposals, requests for information, requests for quotations and requests for qualifications; ~~(ii) procurement made pursuant to centralized contracts let by other public entities pursuant to a competitive process, including those contracts of the New York State Office of General Services;~~ procurement made pursuant to centralized contracts let by other public entities pursuant to a competitive process such as cooperative purchase agreements and Federal, State and local government contracts, including those contracts of the New York State Office of General Services (OGS) and the United States General Services Administration (GSA) ; (iii) procurement of commodities from a Contractor where the price to be charged by the Contractor is less than that which would be charged for the purchase substantially similar in function, form or utility made pursuant to a centralized contract let by the New York State Office of General Services or when other contract terms such as delivery or warranty terms are more economically beneficial; or (iv) any other competitive method of procurement that is consistent with these guidelines. None.

LEGAL NOTICE PUBLICATIONS

Albany Times Union
Albany Business Review
Albany Airport Website
BidNet Direct (Online)
Minority Commerce Weekly (Published and Online)

ALBANY COUNTY AIRPORT AUTHORITY
(ACAA)

PROCUREMENT CONTRACT GUIDELINES,
OPERATIVE POLICY,
PETTY CASH ACCOUNTS AND INSTRUCTIONS

Adopted December 14, 2015
(Last Reviewed and Approved December 5, 2022)

ALBANY COUNTY AIRPORT AUTHORITY
PROCUREMENT CONTRACT GUIDELINES, OPERATIVE POLICY,
PETTY CASH ACCOUNTS AND INSTRUCTIONS

December 14, 2015

Article I. Purpose and Applicability

- 1.0 These Procurement Contract Guidelines ("Guidelines"), adopted pursuant to Public Authorities Law Sections 2824 and 2872, set forth the operative policies of the Authority and instructions to its officers and employees regarding the use, awarding, monitoring, and reporting of Procurement Contracts.
- 1.1 These Guidelines apply to any Procurement Contract entered into after they become effective pursuant to the provisions of Section 2824 of the Public Authorities Law.
- 1.2 The ACAA reserves the right to contract with other public corporations, state agencies, and the federal government without being bound to these procurement guidelines.

Article II. Definitions

- 2.1 As used in these Guidelines, "**Purchase Order**" or "**Purchase Contract**" means a written order or contract for the acquisition of goods or services of any kind, in actual or estimated amount without limit. Purchase orders may be authorized by receiving telephone or written quotations and shall include the procurement of memberships, incidental equipment and repairs, travel and tuition reimbursement, direct purchases of emergency services, equipment or supplies. A wide variety of goods and services may be acquired using purchase orders.
- 2.2 As used in these Guidelines, "**Procurement Contract**" means a Purchase Order or Purchase Contract for the acquisition of goods or services of any kind, in the actual or estimated amount of \$12,500 or more. A Procurement Contract shall **not** include: an agreement for the purchase of the Authority bonds, purchase of investments, a derivative contract, insurance or indemnification contract, memberships in various industry groups, professional societies, and similar cooperative associations, nor any cooperative projects and procurement activities, conducted or sponsored by such organizations, in which the Authority participates; direct purchase advertising with radio, television or print media; tuition, conferences, seminars and other comparable activities; or transportation or other travel-related expenses.
- 2.3 As used in these Guidelines, "**Professional Services Contract**" means a Procurement Contract to provide a personal service of a consulting, professional, or technical nature to the Authority for a fee, commission, or other compensation by a person or organization.. Such personal service shall be in relation to the Authority's operation, management, and administration of its offices or personnel; acquisition, construction, management, operation, maintenance, or disposition of facilities under its ownership or control; or dissemination of publications or other information. Personal services of a consulting, professional, or technical nature include, but are not limited to, legal, accounting, management consulting, planning, training, statistical, research, public relations,

- architectural, engineering, surveying, or other similar personal services.
- 2.4 As used in these Guidelines, "**Construction Contracts**" mean Procurement Contracts to perform new construction work.
- 2.5 As used in these Guidelines, "**Other Administrative Contracts**" mean Procurement Contracts to provide services to support the Authority's administrative functions for a fee, commission, or other compensation by a person or organization. Other Administrative Contracts include, but are not limited to, equipment maintenance contracts, building maintenance contracts, leases, insurance, telecommunications, or other similar services, but do not include Personal Services Contracts.
- 2.6 As used in these Guidelines, "**Goods, Materials and Supplies Contracts**" mean Procurement Contracts for the purchase of goods, materials and supplies such as, but not limited to, office supplies, furniture, computer equipment, vehicles, other equipment, commodities and other miscellaneous items of physical property.
- 2.7 As used in these Guidelines, "**Contractor**" means a person or organization that enters into a Procurement Contract with the Authority.
- 2.8 As used in these Guidelines, "**Minority Business Enterprise**" means any business enterprise, including a sole proprietorship, partnership, or corporation, that is:
- (a) at least 51 percent owned by one or more Minority Group Members or in the case of a publicly-owned business at least 51 percent of the common stock or other voting interests of which is owned by one or more Minority Group Members;
 - (b) an enterprise in which the minority ownership is real, substantial, and continuing;
 - (c) an enterprise in which the minority ownership has and exercises the authority to control independently the day-to-day business decisions of the enterprise; and
 - (d) an enterprise authorized to do business in New York State, independently owned and operated, and not dominant in its field.
- 2.9 As used in these Guidelines, "**Minority Group Member**" means a United States citizen or permanent resident alien who is and can demonstrate membership in one of the following groups:
- (a) Black persons having origins in any of the Black African racial groups not of Hispanic origin;
 - (b) Hispanic persons of Mexican, Puerto Rican, Dominican, Cuban, Central or South American of either Indian or Hispanic origin, regardless of race;
 - (c) Asian and Pacific Islander persons having origins in any of the Far East, Southeast Asia, the Indian sub-continent or the Pacific Islands; or
 - (d) Native American persons having origins in any of the original peoples of North America.

2.10 As used in these Guidelines, "**Women-Owned Business Enterprise**" means a business enterprise, including a sole proprietorship, partnership, or corporation which is:

(a) at least 51 percent owned by one or more United States citizens or permanent resident aliens who are women or in the case of a publicly-owned business at least 51 percent of the common stock or other voting interests of which is owned by United States citizens or permanent resident aliens who are women;

(b) an enterprise in which the ownership interest of women is real, substantial, and continuing;

(c) an enterprise in which the women ownership has and exercises the authority to control independently the day-to-day business decisions of the enterprise; and

(d) an enterprise authorized to do business in New York State, independently owned and operated, and not dominant in its field.

2.11 As used in these guidelines, "**Competitive Procurement Method**" shall include: (i) solicitations, bids, requests for proposals, requests for information, requests for quotations and requests for qualifications; ~~(ii) procurement made pursuant to centralized contracts let by other public entities pursuant to a competitive process, including those contracts of the New York State Office of General Services;~~ procurement made pursuant to centralized contracts let by other public entities pursuant to a competitive process such as cooperative purchase agreements and Federal, State and local government contracts, including those contracts of the New York State Office of General Services (OGS) and the United States General Services Administration (GSA) ; (iii) procurement of commodities from a Contractor where the price to be charged by the Contractor is less than that which would be charged for the purchase substantially similar in function, form or utility made pursuant to a centralized contract let by the New York State Office of General Services or when other contract terms such as delivery or warranty terms are more economically beneficial; or (iv) any other competitive method of procurement that is consistent with these guidelines.

2.12 As used in these guidelines, "**Authority**" means the Albany County Airport Authority.

Article III. Use of Professional Services Contracts, Other Administrative Services Contracts and Emergencies (Refer to Appendix 'A')

3.0 It is the general policy of the Authority to use its own officers, employees and Airport management contractors, in the performance of required professional services and other services insofar as practical. At the same time, the Authority recognizes that it can be preferable to contract for certain personal services for a number of good reasons. In addition, the Authority's development programs usually depend on performance of the work by outside Contractors, and economic development programs may sometimes do so, requiring the use of Contracts.

3.1 Professional Services Contracts or other Administrative Contracts may be entered into for one or more of the following reasons: special expertise or unusual qualifications not available within the Authority; nature, magnitude, or complexity of services provided; lack of resources, support staff, or specialized facilities or equipment within the Authority within the time period during which the

services are required; lower cost; short term or infrequent need for the services, insufficient to warrant permanent Authority staffing; performance of a function requiring independence from Authority management (e.g., independent auditors); or distance of the location or locations where the services must be performed from Authority offices or facilities.

- 3.2 Before entering into a Professional Services Contract or other Administrative Contracts, the Authority should consider whether the contemplated services can be performed adequately, cost-effectively, and on a timely basis by staff within the Authority.
- 3.3 The role of an airport dictates that the operation be maintained on a continuous basis without interruption. From time to time, the Chief Executive Officer may determine that **Emergency Purchases** or contracts be issued to keep the Airport safe, secure and when it is in the best interest to preserve order or public health and Airport facilities. Also, when the immediate restoration of a condition of usefulness of a building, equipment or roadway or utilities is necessary. Such emergency services exceeding \$50,000 shall be presented to the Authority Board at its next regularly scheduled meeting. Emergency Purchases are a category of "Sole Source".
- 3.4 From time to time the Airport Chief Executive Officer may determine that **Exigent Circumstance** have made the acquisition of particular Products, Goods and or Services urgent to ensure the continued efficient operation of the Airport. Prospect of interruption to or obstruction of the Airport Authority's efficient operation or adequate provision of service, arising from an unforeseen circumstance are examples of Exigent Circumstances. Exigency is a subcategory of "Sole Source" and the Chief Executive Officer may authorize purchases up to \$50,000 in order to relieve Exigent Circumstances.
- 3.5 The Maximum Hourly Contractor Rate for Professional Services will be equivalent to four times the highest paid ACAA employee rate. This article may be waived at the discretion of the CEO.

Article IV. Requirements Regarding Selection of Contractors

- 4.0 The Authority shall use its best efforts to secure offers from Contractors by using a Competitive Procurement Method and to select from such offerers the Contractor offering the most favorable terms, weighing expected ability to perform against projected costs. To this end, the Authority shall:
 - (a) solicit offers **in writing** from several persons or organizations known, believed, or reputed to be qualified in the area of supplying the goods, personal services, or other administrative services to be provided or performed, except that for administrative purchases authorized by **Section 4.2**, such quotations may be secured by telephone solicitations where time constraints do not permit securing a written bid and for procurement of catalog and other items generally purchased in the ordinary course of business or which do not require a detailed bid or description of materials or specifications.
 - (b) evaluate those offers received on the basis of such information as the Authority has received on, as may be relevant, each offerer's technical or professional qualifications, financial stability, past performance for the Authority, staff, equipment, and facilities availability, experience, reputation, and other factors bearing on expected capability and quality of performance, possible conflicts of interest, and contract price or fee structure; and
- 4.1 document the processes by which a Contractor is selected, by making a record summarizing the

nature and scope of the goods, personal services, or other administrative services sought, the name of each person or organization submitting, or requested to submit, a bid or proposal, the price or fee bid, and the basis for selection of the Contractor. In any instance, the members of the Authority Board may, by Resolution, waive the use of the procedure for selecting Contractors outlined in Section 4.0 if they determine such waiver to be in the best interest of the Authority.

4.2 The Authority, upon adoption of these Guidelines, hereby waives use of the procedures for selecting Contractors outlined in section 4.0 in those instances when:

(a) the goods, personal services, Authority program work, or other administrative services involved are expected to cost \$5,000 or less;

(b) for any Authority work, the contract is based upon an unsolicited proposal, submitted at the sole initiative of the offerer, not duplicating work then being performed and involving unique, innovative, or unusual meritorious methods or ideas. Proposals in this category exceeding \$50,000 shall require approval of the Authority Board;

(c) the Chief Executive Officer determines that:

(i) the interest of the Authority for timely procurement of the goods, personal services, Authority work, or other vendor involved requires the selection of a Contractor pursuant to emergency procedures, as defined in Article 3.3;

(ii) even though two or more Contractors could supply the required goods, personal services, Authority work, or other administrative service, one particular Contractor has unique or exceptionally scarce qualifications or experience, specialized equipment, or facilities not readily available from other sources, or patents, copyrights, or proprietary data; or

(iii) there is only one source for a required good, personal service, Authority work, or other administrative service;

provided, that in those instances the Authority shall nonetheless make a record summarizing the nature and scope of the goods, personal services, Authority program work, or other administrative service involved, the name of the Contractor, the contract price or fee, and the basis for waiver and selection of the Contractor.

4.3 A contract may be extended with the same terms and conditions contained in the original contract approved and awarded by the Airport Authority. An extension clause must be part of the original contract with the awarded vendor. The Authority, upon adoption of these Guidelines, hereby authorizes the Chief Executive Officer authority to approve contract extensions.

4.4 The Chief Executive Officer may approve an amendment to a contract where the amount of the proposed amendment(s) are within the limits established in Appendix 'B'.

4.5 Independent auditors for the Authority shall be retained only with the prior approval of the members of the Authority.

- 4.6 The Authority may use its Competitive Procurement Methods to select multiple Contractors to provide goods, personal services, Authority work, and other administrative services. Individual task work orders may be awarded to these Contractors on an as-needed basis.

Article V. Compliance with State Finance Law Sections 139-j and 139-k in the Selection of Contractors; Contractor Responsibilities and Types of Contract Provisions

- 5.0 The Authority shall comply with the requirements of State Finance Law Sections 139-j and 139-k in its selection of Contractors. Solicitations shall identify Authority Contacts, require bidders to disclose any prior determination of non-responsibility, and to provide the other information required by State Finance Law Sections 139-j and 139-k.

The responsibilities of a Contractor, including continuing responsibilities under State Finance Law Sections 139-j and 139-k, shall be detailed in the contract. Contract provisions shall address the nature and scope of the goods, personal services; the standard for performance, if practical; the duration of the work; any relevant time requirements or deadlines; and the amount of compensation to be paid or the price, rates, or fees which will be used to determine such compensation. Personal Services Contracts and other Contracts shall also include provisions on monitoring of the work to be performed; provisions governing the Contractor's use of Authority supplies, facilities, or personnel, if permitted; any provisions required by applicable law; and any other provisions the Authority deems necessary or desirable.

Article VI. Minority and Women-Owned Business Enterprises

- 6.0 It is the policy of the Authority to foster and promote participation of Minority Business Enterprises and Women-Owned Business Enterprises in its procurements and the development of such enterprises and to facilitate a fair share of the awarding of Procurement Contracts to such enterprises. In contracting, the Authority shall use its best efforts to give Minority Business Enterprises and Women-Owned Business Enterprises an opportunity to compete for Authority business, by soliciting or requesting offers from minority and women-owned businesses known to have experience in the type of goods, personal services and other administrative services involved. Written solicitations or requests for bids or proposals for Procurement Contracts should include a statement of the Authority's affirmative action policy. The Authority will consult with the Division of Minority and Women's Business Development and the Authority's DBE Liaison for assistance in identifying such enterprises, and refer to any known list maintained by any other State department or agency that identifies Minority Business Enterprises or Women-Owned Business Enterprises by area of expertise.
- 6.1 In the case of federally funded projects, the Authority shall comply with its Disadvantaged Business Enterprise Program, or any successor program, which may be required as a condition of such federal funding.

Article VII. Discretionary Spending

- 7.0 All discretionary spending must comply with Federal rules and guidance on permitted and prohibited use of airport revenue. The U.S. Congress has established the general requirements for the use of airport revenue and has identified the permitted and prohibited uses of airport revenues. These statutory requirements are incorporated in the standard grant assurances and have been interpreted by the FAA including the FAA's General Counsel's Office, and the FAA's Office of the Secretary, in policy statements and compliance decisions. It is the responsibility of the Albany County Airport Authority to ensure all purchases comply with the FAA rules and guidance established for use of Airport Revenue. Specific guidance from the FAA on the statutes, grant assurances, and policies that outline the permitted and prohibited uses of airport revenue to ensure that sponsors are not in violation of their federal obligations in the use of their airport revenue are found in FAA Airport Compliance Manual - Order 5190.6B, as may be amended from time to time.
- 7.1 Purchases of goods and services below \$50,000 that are not deemed an emergency or an exigency shall be made in accordance with the chart shown in APPENDIX A, unless an award is made to a firm that is a currently Certified Minority or Woman owned Business Enterprise (MWBE) and which in the judgment of the CEO will be providing goods and services at a fair market value to the Authority and such purchase will assist the Authority in meeting its annual MWBE purchase goal adopted pursuant to Article 15A of the Executive Law.

Article IX. Procurement Cards

- 8.0 The Authority makes limited use of Procurement Cards to situations where it is most practical to make a purchase using a procurement card. Examples of such situations include but are not limited to purchase of travel, lodging, meals and small purchases from vendors where it is not efficient to establish customer credit with the vendor.
- 8.1 Issuance of Procurement Cards will be authorized by the Chief Financial Officer. Procurement Cards may not be used for personal expenses.
- 8.2 The Chief Financial Officer will distribute a monthly report of purchases made by each procurement card holder who must complete and return a completed Credit Card Purchase Report with all receipts attached and a signed affirmation that all charges incurred on the Airport Authority Credit Card assigned to the user as itemized therein are for the approved purposes of the Albany County Airport Authority and are correct as stated. The Chief Executive Officer shall review and approve each procurement card users purchase report.

Article IX. Petty Cash

- 9.0 Petty Cash shall be used for small purchases, such as postage and incidental supplies, freight and express, and similar items for which it is not practical to issue a purchase order or cannot be obtained from Blanket Purchase Contract suppliers. A single transaction shall not exceed \$50.00.
- 9.1 Petty Cash shall not be used for cashing checks for employees or tenants, making loans to employees, or for salary advances.
- 9.2 The Chief Financial Officer shall establish a Petty Cash Fund in the amount of \$250.00.
- 9.3 The Chief Accountant or their designee shall be the custodian of the Petty Cash Fund. The Petty Cash Fund shall be in the sole custody of a single employee and no other official or employee shall have access to the fund except for periodic audits and cash count in the presence of the Custodian except under the conditions set by section 7.4.
- 9.4 The Chief Accountant may act as Custodian in the absence of the appointed Custodian. However, when it is necessary to transfer the custodianship of the Petty Cash Fund, either temporarily or permanently, the Petty Cash Fund shall be audited and reconciled by an employee other than the Custodian and the Petty Cash Fund shall be reimbursed prior to the transfer. The transfer shall be documented by letter from the Chief Financial Officer or the Chief Accountant relieving the old Custodian of responsibility of the Petty Cash Fund and appointing a new Custodian for the Fund.
- 9.5 The Petty Cash Fund shall be maintained on a current basis.
- 9.6 Employees shall secure approval from the Custodian of the Petty Cash Fund or the Purchasing Agent prior to committing or making a purchase. The failure of any employee to obtain prior approval shall result in non-reimbursement of funds to the employee. The approval of a petty cash request shall be based upon the discretionary evaluation of the Custodian. However, the Custodian may make any inquiries, as necessary, to determine if the request should be approved, including a requirement of authorization from the relevant Department Head. Upon an eligible request, the Custodian of the Petty Cash Fund shall be required to issue, in numerical sequence, a pre-numbered voucher documenting the commitment or use of Petty Cash funds. Employees shall not take advanced petty cash from the premises after work hours and, if not used on the day of issue, shall return the funds back to the Custodian of the Petty Cash fund. No item will be reimbursed from petty cash beyond 30 days after the date of purchase. Voided vouchers shall be retained for accountability purposes.
- 9.7 All petty cash forms and authorizations must be completed in ink, and only the original receipt will be accepted for proof of purchase.
- 9.8 Upon presentation of an invoice or sales slip signed by the authorized employee, the Custodian of the Petty Cash Fund shall make reimbursement.
- 9.9 The Petty Cash Fund shall be balanced and replenished at least quarterly or more often, if needed, but shall always be done on the last day of the fiscal year.

- 9.10 The Custodian of the Petty Cash Fund shall be required to submit a Petty Cash Report to the Chief Accountant prior to replenishing the Petty Cash fund. At a minimum, the Petty Cash Report shall contain the following information for each transaction:
1. the voucher;
 2. a brief description of the item(s) and/or purpose;
 3. the date of transaction;
 4. the name of the purchaser;
 5. the amount of the purchase;
 6. any replenishments of cash to the fund since the last reporting period; and
 7. the beginning and ending balance of funds for the reporting period.

The Chief Financial Officer shall issue a check for the total amount of the vouchers and the check shall be cashed for replenishment by the Custodian of the Petty Cash Fund. The Petty Cash voucher, voided vouchers, invoices or other receipts shall be attached to the replenishment voucher check copy. Upon reimbursement of the Petty Cash Fund, all supporting documents shall be canceled to prevent duplicate reimbursement. Cancellation shall be made by entering on each document the date and number of the voucher check issued to reimburse the Petty Cash Fund.

- 9.11 The Chief Accountant or authorized appointee, other than the Custodian, shall examine the Petty Cash Fund periodically and randomly to avoid abuse and misuse. An audit of the Petty Cash Fund and associated reports shall be performed annually by the Chief Accountant and a report of findings shall be delivered to the Chief Financial Officer and Chief Executive Officer.
- 9.12 The Petty Cash Reports shall be kept on file for a period of time provided in the applicable Records Retention Policy.
- 9.13 The Custodian of the Petty Cash Fund shall ensure the security of the petty cash. A lockable cash box shall be used and shall be kept in a secure location. Each Custodian shall be issued one key and a spare shall be kept in the key files. No other keys shall be issued. Loss of a key shall necessitate the re-keying of the cash box lock.

Article X. Payment

- 10.0 The Authority utilizes an electronic Requisition and Purchase Order Process. Purchases of Products, Goods and Services must be made on the issuance of a written Purchase Order delivered by the Purchasing Agent or a Contract issued by the Authority.
- 10.1 Payment for all Purchases and Procurement Transactions will be made by the Chief Financial Officer upon receipt of sufficient evidence, including Vendor Invoice, that Goods and/or Services have been received and or properly performed and the purchase of the Goods and or Services complied with this procurement policy and as well as applicable laws, rules, and regulations and terms and conditions imposed by any grant agreement and the Authority's Master Bond Resolution.

Article XI: Compliance With Other Rules & Regulations

- 11.0** Records related to all purchases, procurements and payments will be maintained in accordance with the Records Retention and Disposition Schedule applicable to the Authority as established and maintained by the New York State Archives under Article 57-A, Arts and Cultural Affairs Law which is known as the **Local Government Records Law**.
- 11.1 Annually the Chief Financial Officer shall cause an assessment of the effectiveness of Internal Control to be performed as required by Section 2800 of the Public Authorities Law. Compliance with these procurement guidelines will be included in the annual assessment of the effectiveness of internal control.

Article XII. Miscellaneous Provisions

- 12.0 No violation of or failure to comply with the provisions of these Guidelines shall be deemed to alter, affect the validity of, modify the terms of, or impair any Procurement Contract; nor shall any provision of these Guidelines or any violation of or failure to comply with such provisions be the basis for any claim against the Authority or any member, officer, or employee of the Authority. In any instance where these Procurement Guidelines contain an ambiguity or require clarification, the CEO may revise to provide clarity but shall not materially alter their intent.
- 12.1 The Authority may, from time to time, amend these Guidelines, provided that no such amendment shall be deemed to alter, affect the validity of, modify the terms of, or impair any existing Procurement Contract.
- 12.2 All purchases shall be subject to accounting review for compliance with the Procurement Guidelines and budget. Records shall be maintained for audit and Board review.

APPENDIX A

Albany County Airport Authority Procurement Approval Policy

Procurement Thresholds	Phone Quotes	Written Quotes	Req.for Proposal/ Request for Bid	Approvals (1)		ACAA Board
				CFO	CEO (2)	
Goods, Materials and Supplies						
Petty Cash				√		
\$0 - \$999	1				√	
\$1,000 - \$4,999	1				√	
\$5,000 - \$24,999		3			√	
\$25,000 - \$50,000			√	√	√	
Over \$50,000			√	√	√	√
Other Administrative Contracts						
\$0 - \$999	1				√	
\$1,000 - \$4,999	1				√	
\$5,000 - \$24,999		3			√	
\$25,000 - \$50,000			√	√	√	
Over \$50,000			√	√	√	√
Purchased Services						
\$0 - \$4,999	1				√	
\$5,000 - \$24,999		3			√	
\$25,000 - \$50,000			√	√	√	
Over \$50,000			√	√	√	√
Professional Services						
\$0 - \$24,999					√	
\$25,000 - \$50,000			√	√	√	
Over \$50,000			√	√	√	√
Construction Contracts (POs & Contracts)						
\$0 - \$29,999		3		√	√	
\$30,000 - \$50,000			√	√	√	
Over \$50,000			√	√	√	√
Emergency Contracts						
					* CEO Board Report Required	

(1) All approvals are cumulative, except in cases of ACAA Board approvals which shall be controlling.

(2) CEO shall be provided periodic reports for budget conformity for purchases greater than \$12,500.

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APPENDIX B
Albany County Airport Authority
CEO Approval of Contract Changes

The Chief Executive Officer (CEO) may approve a change in the total amount of a contract approved by the Authority Board where the amount of the proposed change or cumulative changes approved by the CEO do not exceed the following amounts based upon original contract size:

Original Contract Value	Maximum Contract Change Order CEO May Approve is
	Dollar Value
\$1,500,000+	\$50,000 or 2.5% *
\$1,000,000-\$1,499,999	\$37,500
\$500,000-\$999,999	\$32,000
\$250,000-\$499,999	\$25,000
\$0-\$249,999	\$20,000

* Greater of \$50,000 or 2.5%

Amendments

- 2019-01 Section 3.5 added
The Maximum Hourly Contractor Rate for Professional Services will be equivalent to four times the highest paid ACAA employee rate.
- 2020-01 Added to Section 3.5
This article may be waived at the discretion of the CEO.
- 2021-01 Changed: Appendix A,
Goods, Materials and Supplies, phone quotes for \$1,000-\$4,999 decreased from 3 to 1.
- 2021-02 Changed: Appendix A,
Other Administrative Contracts, phone quotes for \$1,000-\$4,999 decreased from 3 to 1.
- 2021-03 Changed: Appendix A,
Purchased Services, phone quotes for \$0-\$4,999 decreased from 3 to 1.
- 2022-00 NA
- 2023-03 Changed: 2.11, Competitive Procurement Method
“**Competitive Procurement Method**” shall include: (i) solicitations, bids, requests for proposals, requests for information, requests for quotations and requests for qualifications; (ii) ~~procurement made pursuant to centralized contracts let by other public entities pursuant to a competitive process, including those contracts of the New York State Office of General Services;~~ procurement made pursuant to centralized contracts let by other public entities pursuant to a competitive process such as cooperative purchase agreements and Federal, State and local government contracts, including those contracts of the New York State Office of General Services (OGS) and the United States General Services Administration (GSA) ; (iii) procurement of commodities from a Contractor where the price to be charged by the Contractor is less than that which would be charged for the purchase substantially similar in function, form or utility made pursuant to a centralized contract let by the New York State Office of General Services or when other contract terms such as delivery or warranty terms are more economically beneficial; or (iv) any other competitive method of procurement that is consistent with these guidelines.

Old Business

New Business

Executive Session
Attorney-Client Privilege Matters