



**ALBANY COUNTY AIRPORT AUTHORITY**

**REGULAR MEETING**

**AGENDA**

**February 13, 2023**

**General:**

- 1. Chairman's Remarks**
- 2. Approval of Minutes**  
**Regular Meeting – January 23, 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 Professional Services: Contract No. S-22-1139 Design Services for the New In-Line Checked Baggage Inspection System (CBIS) with VTC.**
- 11. Authorization of Change Orders**



**12. Authorization of Federal and State Grants - None**

**13. Informational Only**

**Old Business:**

**New Business:**

**Executive Session - Attorney-Client Privilege Matters**

**ES-1 Discuss Confidential Contract Matter (ADD-ON)  
Note executive session was at the beginning of this  
meeting.**

## **AGENDA ITEM NO. 1**

### **Chairman's Remarks**

## **AGENDA ITEM NO. 2**

### **Approval of Minutes**





ACAA Approved  
02/13/2023

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

**January 23, 2023**

Pursuant to notice duly given and posted, the regular meeting of the Albany County Airport Authority was called to order on Monday January 23, 2023 @ 11:30 a.m. in the 3<sup>rd</sup> Floor Conference Room of the main terminal located at the Albany International Airport by Chairman Samuel A. Fresina with the following present:

### **MEMBERS PRESENT**

Samuel A. Fresina  
Steven H. Heider  
Kevin R. Hicks, Sr. (via telephone)  
Thomas A. Nardacci  
Sari M. O'Connor (via telephone)  
John-Raphael Pichardo  
Janet M. Thayer

### **MEMBERS ABSENT**

### **STAFF**

Philip F. Calderone, Esq.  
Christine C. Quinn (via telephone)  
Michael F. Zonsius  
Matt Cannon  
Liz Charland  
Steve Iachetta  
Connor Haskins  
Doug Myers  
Helen Chadderdon  
John LaClair  
Margaret Herrmann  
Bobbi Matthews

### **ATTENDEES**

Ray Casey, Airport Consultant  
Todd Pennington, AvPorts Airport Manager  
Carmiena Brooks, Assistant Airport Manager  
Captain Stephen Dorsey, AvPorts - ARFF  
Fire Chief Dave Cook, AvPorts – ARFF  
Jeff Lovell, Park Strategies, LLC  
George Penn, Director of Operations Albany County  
Brian King, Million Air Manager  
Kelly Melaragno, CHA Consulting, Inc.  
Carl Stewart, Turner Construction  
Rob Wagner, Turner Construction



Chair Fresina noted that there was a quorum.

**General:**

**1. Chairman's Remarks**

**Chair Fresina made a motion to go into executive session to discuss:**

**1.1 Election of Officers and Assignment of Committees**

**Chair Fresina requested a motion to elect the following slate of 2023 Officers to the ACAA Board:**

Chair Samuel A. Fresina (Appointed 01/05/2021)  
Kevin R. Hicks, Sr., Vice-Chair (Elected 02/01/2021)  
Thomas A. Nardacci, Treasurer (Elected 12/05/2022)  
Steven H. Heider, Secretary (Elected 10/07/2019)

Ms. Heider moved to approve the slate of officers. The motion was adopted unanimously.

**2. Approval of Minutes**

Mr. Nardacci moved to approve the minutes of the December 5, 2022 meeting.  
The motion was adopted unanimously.

**Management Reports:**

**3. Communications and Report of Chief Executive Officer**

Mr. Calderone presented the Communications and Report of the Chief Executive Officer for the month of January 2023 and he expressed his appreciation to the members of our ARFF for their service to the airport. Chair Fresina also added his appreciation as well.

**4. Chief Financial Officer Report**

Mr. Zonsius presented the Financial Report for the month of January 2023.

**5. Project Development**

Mr. LaClair presented the Project Development report for the month of January 2023.

**6. Counsel.**

**7. Concessions/Ambassador Program**

Ms. Chadderdon presented the Concessions/Ambassador report for the month of



January 2023.

**8. Public Affairs**

Mr. Myers presented the Public Affairs report for the month of January 2023

**9. Business & Economic Development**

Mr. Cannon presented an update on the Siena College Research Institute Survey.

**Action Items:**

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

**10.1 Lease: Lease of 74 Sicker Road (ACAA Bldg. No. 212), with Avis Budget Group, Inc.**

Mr. Casey recommended authorization to enter into a five-year lease with Avis Budget Group, Inc. for premises at 74 Sicker Road (Airport Building No. 212). He advised the premises contains 5,000 SF and will be used for the support of rental car operations plus approximately three quarters of an acre of vehicle parking area. The rent will be \$53,500.00 annually (\$4,458.33 per month), plus utilities. Lease payments will increase by 2% annually for the term of the lease.

Mr. Pichardio moved to approve a five-year lease with Avis Budget Group, Inc. for premises at 74 Sicker Road (Airport Building No. 212) with an annual rent of \$53,500.00 (\$4,458.33 per month) which will increase by 2% annually for the term of the lease, plus utilities. The motion was adopted unanimously.

**10.2 Service Contract: Professional Services Contract No. SC-22-1128 Security Guard Services Awarded to Premium Investigations**

Mr. Zonsius recommended authorization to enter into a three (3) year contract with Premium Investigations (Contract No. SC-22-1128) for Security Guard Services in the amount of \$1,426,744.00 / three- year (based upon estimated usage) subject to annual adjustment in prevailing wage rates and to allow the Chief Executive Officer to authorize the two (2) optional one (1) year contract extensions at a regular rate of \$33.13 per hour for the following locations:

1. Security Gate 27 (hours of operation 24/7/365, 8,760 total hours), inspection of vehicles and passengers entering the Transportation Security Agency (the "TSA") defined secured area on the North side of the terminal apron; and,
2. Passenger Terminal Exit Lane (hours of operation 8:00PM – 1:00 AM seven (7) days per week, 1,825 total hours) to monitor and prevent unauthorized person or objects from entering the TSA defined sterile



area (terminal); and,

3. Loading Dock (hours of operation 6:00A-6:00P M-F, 8:00A – 4:30 Sat, 8:00A -12:00P Sun, 3,770 total hours) to inspect all vendor/other commodities entering the TSA defined sterile area (terminal).

Mr. Zonsius advised the locations and hours are subject to change.

Mr. Nardacci moved to approve the award of Contract SC-22-1128 for Security Guard Services with Premium Investigations in the amount of \$1,426,744.00 / three- year (based upon estimated usage) subject to annual adjustment in prevailing wage rates and to allow the Chief Executive Officer to authorize the two (2) optional one (1) year contract extensions at a regular rate of \$33.13 per hour.

The motion was adopted by majority with Mr. Heider recusing himself.

**10.3 NEGOTIATIONS: Professional Services Negotiations: Contract No. S-22-1139 Design Services for the New In-Line Checked Baggage Inspection System (CBIS) with VTC.**

Mr. Casey recommended authorization to negotiate for Professional Services Contract S-22-1139 Design Services programmed for the New In-Line Checked Baggage Inspection System (CBIS) with VTC contingent upon Board approval of negotiated fee established.

Mr. Pichardio moved to approve negotiations for Professional Services Contract S-22-1139 Design Services programmed for the New In-Line Checked Baggage Inspection System (CBIS) with VTC contingent upon Board approval of negotiated fee established. The motion was adopted unanimously.

**11. Authorization of Change Orders - None**

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

**13. Informational Only**

**Old Business:           None**

**New Business:         None**

**Executive Session - Attorney-Client Privilege Matters**

**ES-1 One Personnel Matter (At beginning of meeting.)**

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





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- 11. Authorization of Change Orders**
- 12. Authorization of Federal and State Grants - None**
- 13. Informational Only**

**Old Business:**

**New Business:**

**Executive Session - Attorney-Client Privilege Matters**

## **AGENDA ITEM NO. 3**

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



**MEMO:** February 13, 2023  
**TO:** Albany County Airport Authority Board Members  
**FROM:** Philip F. Calderone, Esq., Chief Executive Officer

- Operations, Enplanements and Finances



## **AGENDA ITEM NO. 4**

### **Financials**



**Monthly Financial Report**

**December 2022**

(dated January 25, 2023)

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January 25, 2023

ACAA Members  
Philip F. Calderone, Esq.

## INTRODUCTION

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

	2022 Current Year versus			
	2022 Month Budget	2021 Month Actual	2021 YTD 12 Mo.	2021 Prev. 12 Mo.
Enplanements	(6.4%)	(0.4%)	32.2%	32.2%
Cargo	23.1	(3.0 )	(8.5)	(8.5)
Operations	1.9	6.8	12.3	12.3

	Month	
	Dec21	Dec22
Destination Airports	17	21
Scheduled Monthly Flight	1,096	1,165
Average Daily Flights	35.4	37.6
Pax Lift (Pax Seats)	114,381	124,744
Enplanements	93,971	92,607

## 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 \$26,924,730 and equates to approximately 9.94 months of operating reserves (Notes to Financial Statements #2, Page 8), this is a nominal change from the prior month.

### Cash Position – Restricted

Restricted cash available for capital purposes is as follows:

Projects	\$ 9,210,251
Projects – PFC	8,778,608
Projects – Other	<u>1,363,968</u>
	\$19,352,827

### Accounts Receivable

The Accounts Receivable balance is approximately 3.23 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	\$ 417,861	\$13,907,622
FBO Profit	<u>223,400</u>	<u>2,698,731</u>
	641,261	16,606,353
Other Rev/Exp (d.ser.)	( 398,431)	(5,429,792)
Capital Contributions	422,974	4,115,951
Airline Incnt. Payts.	( <u>22,240</u> )	( <u>262,824</u> )
	<u>2,303</u>	<u>( 1,576,665)</u>
	\$ 643,564	\$15,029,688*

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

### Operating Revenues

Monthly operating revenues increased \$2,871K from the same month the prior year. YTD operating revenues increased \$13,016K over the same time period the prior year.

### Airport Operating Expenses

Monthly operating expenses were approximately \$3,264K and \$2,849K for 2022 and 2021, respectively. YTD operating expenses were \$30,558K and \$26,155K for 2022 and 2021, respectively.

**AIRPORT OPERATING BUDGET**

Monthly airport operating revenues were favorable by approximately **\$712K**, due in large part to the increase in terminal space rentals, parking and rental car revenue. Monthly airport operating expenses compared to budget were unfavorable by approximately **\$946K**, mostly attributable to end of year accruals.

YTD airport operating revenues were favorable by approximately **\$8,832K**. YTD airport operating expense were favorable by approximately **\$835K**.

Please see Budget vs. Actual High/Low by Category Reports, pages 10 – 12, for further details. High/Low by Category Report may not reconcile with the Summary of Revenues, Expenses and Net Results as some accounts need to be reflected in former.

**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:

	2022 Current Year versus			
	2022 Budget	2021 Month	2021 YTD	2021 Prev. 12 Mo.
JetA (gals)	11.7	(13.6%)	(1.2%)	(1.2%)
AvGas (gals)	10.1	51.4	37.0	37.0

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

The FBO had operating profits of **223K** and **\$2,699K**, for the month and year-to-date, respectively, both favorable as compared to the budget.

Monthly FBO operating revenues were favorable to budget by approximately **\$467K**, due in large part to JetA fuel sales. Monthly FBO COGS (cost of goods sold-fuel) compared to budget were unfavorable by approximately **\$208K**. Monthly FBO operating expenses compared to budget were unfavorable by approximately **\$135K**.

YTD FBO operating revenues were favorable by approximately **\$2,751K**, due in large part to JetA fuel sales. YTD FBO COGS (cost of goods sold-fuel) compared to budget were unfavorable by approximately **\$377K**. YTD FBO operating expenses compared to budget were unfavorable by approximately **\$863K**.

**PASSENGER AIRLINE SCHEDULES**

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

		Begin	+	-	End
Aug20	(week #34)	183	40	( 2)	221
Sep20	(week #39)	221	4	(78)	147
Oct20	(week #44)	147	26	( 5)	168
Nov20	(week #49)	168	32	(27)	173
Dec20	(week #53)	173	16	(17)	172
Jan21	(week #21-03)	172	-	(30)	142
Feb21	(week #21-08)	131	12	( 1)	142
Mar21	(week #21-12)	142	24	( 8)	158
Apr21	(week #21-16)	158	43	( 9)	192
May21	(week #21-21)	192	74	( 3)	263
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#2304)	269	36	( 3)	302

**PROJECTIONS**

2022 and 2023 enplanement projections are as follows:

	2022	2023
Jan 2022	1,200,000	1,400,000
Feb2022	1,200,000	1,400,000
Mar 2022	1,200,000	1,400,000
Apr 2022	1,200,000	1,400,000
May2022	1,225,000	1,425,000
Jun 2022	1,225,000	1,425,000
Jul 2022	1,250,000	1,425,000
Aug 2022	1,250,000	1,425,000
Sep 2022	1,250,000	1,425,000
Oct 2022	1,300,000	1,425,000
Nov 2022	1,300,000	1,425,000
Dec2022	1,290,529A	1,400,000

**BOND RATINGS**

Apr21	Moody's	A3	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 <sup>(1)</sup>	6	(10)	184
Thru Week 50	184	-	(3)	181
Thru Week 23-02	181	-	(2)	179

(1) 4 position adjustment

\*adjustment

**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>
Mar21	7.4	(20.9)	(45.8)	(63.5)	(66.5)	(77.1)
Apr21	*	*	(20.6)	(41.5)	(58.0)	(70.2)
May21	*	*	5.2	(18.4)	(47.7)	(62.0)
Jun21	*	*	27.6	0.6	(36.0)	(53.3)
Jul21	*	*	44.7	23.1	(22.3)	(39.9)
Aug21	*	*	55.2	43.1	(7.5)	(22.3)
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						

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

<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>

	<u>Cargo (tons)</u>					
	<u>NAM</u>	<u>ALB</u>	<u>NAM</u>	<u>ALB</u>	<u>NAM</u>	<u>ALB</u>
Mar21	16.2	24.9	12.6	16.2	10.1	10.1
Apr21*	16.2	34.7	13.5	21.0	11.1	12.4
May21	5.2	12.3	11.7	19.0	11.5	13.2
Jun21	2.3	2.6	9.7	15.9	10.5	12.4
Jul21	(0.8)	1.9	8.2	13.6	9.5	11.2
Aug21	4.4	(1.3)	7.5	11.6	9.4	10.9
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)

\* adjusted



**Albany County Airport Authority**  
**2022 Summary of Revenues, Expenses and Net Results**  
**For the twelve months ended December 31, 2022**

	Current Month			Year to Date		
	2022 Budget	2021 Actual	2022 Actual	2022 Budget	2021 Actual	2022 Actual
<b>AIRPORT</b>						
<b>OPERATING REVENUES</b>						
Airline	\$ 920,213	\$ (1,870,476)	\$ 1,151,212	\$ 11,042,551	\$ 9,118,428	\$ 13,103,109
Non-Airline	2,049,287	2,681,639	2,530,534	24,591,440	22,330,969	31,362,752
<b>Total Revenues</b>	<b>2,969,500</b>	<b>811,163</b>	<b>3,681,746</b>	<b>35,633,991</b>	<b>31,449,397</b>	<b>44,465,861</b>
<b>OPERATING EXPENSES</b>						
Personal Services	872,063	922,514	984,981	10,464,754	9,032,301	9,972,681
Employee Benefits	476,893	(30,606)	415,407	5,722,717	4,259,233	4,834,558
Utilities & Communications	165,058	199,682	204,778	1,980,690	1,858,062	2,448,515
Purchased Services	458,162	779,650	726,665	5,497,940	4,922,807	5,532,175
Material & Supplies	423,350	734,594	953,565	5,080,196	3,936,707	5,874,341
Office	61,460	23,151	60,719	737,515	514,445	672,418
Administration	64,765	165,956	82,446	777,179	809,317	988,590
Non-Capital Equipment	121,583	54,310	(164,676)	1,459,000	822,578	234,961
<b>Total Expenses</b>	<b>2,643,334</b>	<b>2,849,251</b>	<b>3,263,885</b>	<b>31,719,991</b>	<b>26,155,450</b>	<b>30,558,239</b>
<b>AIRPORT OPERATING RESULTS</b>	<b>326,166</b>	<b>(2,038,088)</b>	<b>417,861</b>	<b>3,914,000</b>	<b>5,293,947</b>	<b>13,907,622</b>
<b>FBO OPERATING RESULTS</b>	<b>99,020</b>	<b>258,560</b>	<b>223,400</b>	<b>1,188,239</b>	<b>1,841,065</b>	<b>2,698,731</b>
<b>TOTAL OPERATING RESULTS</b>	<b>425,186</b>	<b>(1,779,528)</b>	<b>641,261</b>	<b>5,102,239</b>	<b>7,135,012</b>	<b>16,606,353</b>
<b>OTHER REVENUES (EXPENSES)</b>						
Interest Earnings	52,408	201,375	102,520	628,892	263,747	454,689
Passenger Facility Charges	303,367	720,093	303,367	3,640,402	4,055,447	3,640,402
ACAA Debt Service	(835,018)	6,711,410	(835,018)	(10,020,203)	(2,575,159)	(3,335,203) <sup>(1)</sup>
Insurance Recoveries	-	24,839	-	-	77,967	-
Grant Income	435,713	10,190	-	5,228,557	4,810,756	1,408,960
Grant Expense	-	-	-	-	-	(1,282,040)
Improvement Charges	30,700	30,700	30,700	368,400	368,400	368,400
<b>Total Other Revenues(Expenses)</b>	<b>(12,830)</b>	<b>7,698,607</b>	<b>(398,431)</b>	<b>(153,952)</b>	<b>7,001,158</b>	<b>1,255,208</b>
<b>INCOME/(LOSS) BEFORE CAPITAL CONTRIBUTIONS &amp; Depreciation</b>	<b>412,356</b>	<b>5,919,079</b>	<b>242,830</b>	<b>4,948,287</b>	<b>14,136,170</b>	<b>17,861,561</b>
Depreciation					(18,387,208)	(18,000,000)
					(4,251,038)	(138,439)
<b>AIRLINE INCENTIVES</b>	<b>(33,333)</b>	<b>-</b>	<b>(22,240)</b>	<b>(399,998)</b>	<b>(126,162)</b>	<b>(262,824)</b>
<b>CAPITAL CONTRIBUTIONS</b>	<b>-</b>	<b>4,495,957</b>	<b>422,974</b>	<b>-</b>	<b>11,276,698</b>	<b>4,115,951</b>
<b>INCREASE (DECREASE) IN NET POSITION</b>	<b>\$ 379,023</b>	<b>\$ 10,415,036</b>	<b>\$ 643,564</b>	<b>\$ 4,548,289</b>	<b>6,899,498</b>	<b>3,714,688</b>
<b>NET POSITION, BEGINNING OF PERIOD</b>					<b>240,282,129</b>	<b>247,181,627</b>
<b>NET POSITION, END OF PERIOD</b>					<b>\$ 247,181,627</b>	<b>\$ 250,896,315</b>
<b>RECONCIATION TO AIRLINE FUNDS REMAINING:</b>						
<b>NET RESULTS BEFORE RESERVES</b>	<b>412,356</b>	<b>5,919,079</b>	<b>242,830</b>	<b>4,948,287</b>	<b>14,136,170</b>	<b>17,861,561 <sup>(1)</sup></b>
Debt Service - Principal						(6,685,000)
						11,176,561
Less: Capital Improvements	(275,000)	(275,000)	(275,000)	(3,300,000)	(3,300,000)	(3,300,000)
Less: Reserve Requirements	(43,789)	(10,473)	(43,789)	(525,469)	(125,676)	(525,469)
<b>NET RESULTS</b>	<b>93,567</b>	<b>5,633,606</b>	<b>(75,959)</b>	<b>1,122,818</b>	<b>10,710,494</b>	<b>7,351,092</b>
Revenue Sharing:						
Transfer to/from Airlines (50%)	46,783	2,816,803	(37,980)	561,409	5,355,247	3,675,546
Authority Share (50%)	46,783	2,816,803	(37,980)	561,409	5,355,247	3,675,546
Less: Airline Incentives	(33,333)	-	(22,240)	(399,998)	(126,162)	(262,824)
<b>Net Authority Share</b>	<b>\$ 13,450</b>	<b>\$ 2,816,803</b>	<b>\$ (60,220)</b>	<b>\$ 161,411</b>	<b>\$ 5,229,085</b>	<b>\$ 3,412,722</b>

(1) \$6.685M adjustment for 2022 debt service

**Albany County Airport Authority  
Operating Revenues  
For the twelve months ended December 31, 2022**

	Current Month			Year to Date		
	2022 Budget	2021 Actual	2022 Actual	2022 Budget	2021 Actual	2022 Actual
<b>AIRLINE REVENUES</b>						
<b>COMMERCIAL</b>						
Landing Fees-Signatory	\$ 414,865	\$ (848,621)	\$ 409,980	\$ 4,978,378	\$ 3,141,353	\$ 5,119,252
Landing Fees-Non Signatory	4,440	0	0	53,280	14,090	0
Airline Apron Fees	65,328	(118,614)	65,412	783,937	610,645	784,948
Glycol Disposal Fee	25,120	39,473	68,149	301,436	239,623	271,427
<b>CARGO</b>						
Landing Fees-Signatory	0	(56,530)	82,156	0	559,193	615,809
Landing Fees-Non Signatory	0	4,515	3,622	0	47,906	40,076
<b>TERMINAL</b>						
Loading Bridges	48,040	14,773	48,040	576,478	508,023	576,479
Space Rental	361,670	(905,472)	473,853	4,340,043	3,988,910	5,686,236
Non-Signatory Per Turn Fee	750	0	0	9,000	8,685	8,883
<b>TOTAL AIRLINE REVENUES</b>	<b>920,213</b>	<b>(1,870,476)</b>	<b>1,151,212</b>	<b>11,042,551</b>	<b>9,118,428</b>	<b>13,103,109</b>
<b>NON-AIRLINE REVENUES</b>						
<b>AIRFIELD</b>						
Tenant Maintenance	2,500	3,385	5,358	30,000	42,186	67,313
<b>Total Airfield</b>	<b>2,500</b>	<b>3,385</b>	<b>5,358</b>	<b>30,000</b>	<b>42,186</b>	<b>67,313</b>
<b>TERMINAL</b>						
Utility Reimbursement	2,000	2,674	3,692	24,000	25,486	33,961
Tenant Maintenance	1,713	5,089	3,516	20,559	5,089	3,516
Space Rent - Non Airline	60,682	82,212	62,911	728,186	826,959	755,297
Food & Beverage	65,000	35,738	98,235	780,000	742,735	1,186,454
Retail	62,000	314,114	61,582	744,000	651,091	888,295
Advertising	12,500	6,955	8,600	150,000	161,059	57,497
ATM	1,450	1,664	1,767	17,400	25,229	17,862
Operating Permits	21,150	20,313	45,230	253,800	250,480	337,189
Vending Machines	3,000	1,731	1,401	36,000	19,124	21,863
Baggage Cart Rentals	1,100	1,180	1,171	13,200	11,584	14,871
<b>Total Terminal</b>	<b>230,595</b>	<b>471,670</b>	<b>288,106</b>	<b>2,767,145</b>	<b>2,718,838</b>	<b>3,316,805</b>
<b>GROUND TRANSPORTATION</b>						
Parking	960,897	1,101,688	1,210,192	11,530,770	9,038,813	15,985,811
Rental Cars	399,500	325,610	518,605	4,794,000	4,985,255	6,232,976
Access Fees	16,597	20,818	11,657	199,163	122,205	162,240
TNCs	14,583	18,428	24,712	175,000	166,891	257,014
Garage Space Rent	8,376	21,924	8,445	100,514	112,384	81,544
Garage Kiosk Rent	0	0	0	0	0	19,800
<b>Total Ground Transportation</b>	<b>1,399,954</b>	<b>1,488,467</b>	<b>1,773,611</b>	<b>16,799,447</b>	<b>14,425,548</b>	<b>22,739,384</b>
<b>OTHER AIRPORT</b>						
Telephone System - Tenants	3,801	4,471	4,441	45,611	44,945	53,419
Building Rental	9,586	39,704	38,645	115,033	132,982	164,918
Control Tower Rental	67,983	280,498	0	815,802	890,792	697,883
Air Cargo Facility	36,110	85,751	43,854	433,316	495,539	494,542
State Executive Hangar	103,924	103,924	103,924	1,247,083	1,247,083	1,247,083
T Hangars	10,102	10,938	12,390	121,229	127,239	147,699
Tie Downs	241	245	248	2,891	2,935	2,980
AV Gas Fuel Sales	4,213	0	0	50,556	47,801	140
Industrial Park	50,061	45,824	39,945	600,730	583,169	545,683
Land Rental	36,576	44,775	111,252	438,913	399,061	570,936
Eclipse Hangar	25,141	25,141	0	301,695	301,695	277,057
Hangar Rental	42,656	44,972	73,098	511,869	530,429	590,290
Antenna Space Rental	0	0	6,827	0	0	80,781
Internet and Cable Access	552	385	275	6,620	6,620	5,300
Fingerprinting	2,000	6,059	3,903	24,000	37,231	37,807
Tenant Maintenance	83	0	0	1,000	0	0
Purchasing Proposals	83	0	0	1,000	40	0
Ebay/Scrap/Equipment Sales	417	498	1,140	5,000	16,702	11,041
Utility Reimbursement	13,000	16,391	17,559	156,000	167,208	187,340
Reimb of Property Taxes	3,042	0	0	36,500	25,920	26,323
Other	6,667	8,542	5,958	80,000	87,006	98,029
<b>Total Other Airport</b>	<b>416,237</b>	<b>718,117</b>	<b>463,459</b>	<b>4,994,848</b>	<b>5,144,397</b>	<b>5,239,250</b>
<b>TOTAL NON AIRLINE REVENUES</b>	<b>2,049,287</b>	<b>2,681,639</b>	<b>2,530,534</b>	<b>24,591,440</b>	<b>22,330,969</b>	<b>31,362,752</b>
<b>TOTAL REVENUES</b>	<b>\$ 2,969,499</b>	<b>\$ 811,163</b>	<b>\$ 3,681,746</b>	<b>\$ 35,633,991</b>	<b>\$ 31,449,396</b>	<b>\$ 44,465,861</b>



Albany County Airport Authority  
FBO Results  
For the twelve months ended December 31, 2022

	Current Month			Year to Date		
	2022 Budget	2021 Actual	2022 Actual	2022 Budget	2021 Actual	2022 Actual
<b>REVENUES</b>						
Retail Fuel						
Jet A Fuel Sales	\$ 437,500	\$ 475,369	\$ 430,418	\$ 5,250,000	\$ 5,978,464	\$ 7,099,367
AvGas Fuel Sales	21,315	14,096	21,970	255,780	268,062	448,378
Commercial AvGas Fuel Sales	1,750	1,733	1,479	21,000	21,824	17,172
Auto & Diesel Fuel Sales	18,333	20,462	41,949	220,000	197,755	283,140
Retail Fuel Sales	478,898	511,661	495,816	5,746,780	6,466,105	7,848,057
Into Plane Fees	42,855	44,905	60,000	514,260	463,025	720,640
Fuel Farm Fees	60,075	42,603	71,969	720,900	432,502	862,043
General Aviation Landing Fees	18,750	21,415	21,934	225,000	261,884	313,402
Aircraft Parking Fees	14,167	12,620	32,867	170,000	186,399	515,967
Deicing Services	152,785	237,771	557,497	1,833,422	1,075,470	1,787,761
FBO Properties	37,500	29,437	34,709	450,000	350,170	357,522
FBO Services	7,917	1,957	5,488	95,000	90,505	100,731
<b>TOTAL REVENUES</b>	<b>812,947</b>	<b>902,367</b>	<b>1,280,281</b>	<b>9,755,362</b>	<b>9,326,060</b>	<b>12,506,121</b>
<b>COST OF SALES</b>						
Fuel Costs - Jet A	261,675	221,172	230,529	3,140,100	3,077,550	3,692,823
Fuel Discounts - Jet A	28,333	30,193	13,317	340,000	395,679	214,037
Fuel Costs - SAF	0	0	0	0	26,907	0
Fuel Costs - AvGas	14,790	15,134	19,333	177,480	187,210	348,734
Fuel Discounts - AvGas	370	355	670	4,435	5,029	9,638
Fuel Costs - Commercial AvGas	1,417	1,509	1,420	17,000	18,111	14,322
Fuel Costs - Auto & Diesel	14,167	20,398	68,299	170,000	162,392	251,975
Total Fuel Costs	320,751	288,761	333,568	3,849,015	3,872,878	4,531,528
Deicing Costs - Type I & IV	119,163	94,106	315,046	1,429,953	480,103	1,127,956
Catering, Oil & Other	375	0	0	4,500	1,938	1,474
Total Cost of Sales	440,289	382,866	648,614	5,283,468	4,354,919	5,660,958
Net Operating	372,658	519,501	631,666	4,471,894	4,971,142	6,845,163
<b>CATEGORY</b>						
Personal Services						
Salaries	109,762	98,232	156,092	1,317,145	1,179,127	1,465,098
Overtime	17,116	18,925	11,991	205,395	179,142	173,999
Total Personal Services	126,878	117,157	168,083	1,522,540	1,358,269	1,639,097
Employee Benefits	40,894	40,586	36,386	490,731	497,395	458,712
Utilities & Communications	6,573	7,413	9,954	78,872	79,489	114,329
Purchased Services	47,811	2,327	48,165	573,734	632,247	614,530
Materials & Supplies						
Buildings	7,842	21,498	23,641	94,106	71,670	351,413
Grounds	3,167	7,215	913	38,000	16,568	7,440
Vehicles	27,418	44,910	99,031	329,016	282,650	541,928
Total Materials & Supplies	38,427	73,622	123,585	461,122	370,887	900,781
Administrative Expenses	13,055	19,836	22,093	156,655	191,790	392,334
Non-Capital Equipment	0	0	0	0	0	26,649
<b>TOTAL EXPENSES</b>	<b>273,638</b>	<b>260,941</b>	<b>408,266</b>	<b>3,283,655</b>	<b>3,130,077</b>	<b>4,146,432</b>
<b>FBO Operating Results</b>	<b>\$ 99,020</b>	<b>\$ 258,560</b>	<b>\$ 223,400</b>	<b>\$ 1,188,239</b>	<b>\$ 1,841,065</b>	<b>\$ 2,698,731</b>

**Albany County Airport Authority**  
**Airport Operating Expenses (does not include FBO)**  
**YTD Budget vs. Actual High/Low by Category Report**  
For the 12 month period ending December 30/31, 2022

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			Budget	Actual	Variance	Cumulative Variance
<b>Airport Operating Expenses</b>						
<b>Salaries Expense</b>						
34	12010	Overtime 1.5	704,498	754,341	(49,843)	(49,843)
34	12020	Overtime 2.0	39,116	73,399	(34,282)	(84,125)
34	13000	Temporary Help	10,000		10,000	(74,125)
34	11005	Part Time/Seasonal Salaries	333,032	141,542	191,490	117,365
34	11000	Salaries	9,378,108	9,003,400	374,709	492,073
			10,464,754	9,972,681	492,073	
<b>Other Employee Expenses</b>						
35	22300	Health Insurance - Vision	6,918	7,978	(1,060)	(1,060)
35	24000	Medical Exams/Abstracts	22,100	22,201	(101)	(1,161)
35	22105	Other Post Employment Benefits (O	174,595	174,595	0	(1,161)
35	23000	Health Insurance - AFLAC	6,499	6,436	63	(1,099)
35	24010	Employee EAP Program	969	533	436	(663)
35	24015	Smoking Cessation Class	1,200		1,200	537
35	25000	Uniforms & Laundry	51,950	44,807	7,143	7,680
35	26010	Disability Insurance	123,294	112,527	10,767	18,447
35	29001	TBI Retirement	213,479	199,304	14,175	32,622
35	25005	Uniform Purchases	36,316	20,883	15,433	48,056
35	21000	Social Security	796,094	732,589	63,506	111,561
35	22200	Dental Insurance	141,777	38,967	102,810	214,371
35	26020	Unemployment Insurance	162,489	41,615	120,874	335,245
35	26030	Workers Compensation	586,608	395,458	191,150	526,394
35	29000	NYS Retirement	321,309	115,711	205,597	731,992
35	22000	Health Insurance	3,077,121	2,720,565	356,556	1,088,547
			5,722,717	4,634,170	1,088,547	
<b>Utilities</b>						
36	31000	Electric	1,289,250	1,896,857	(607,607)	(607,607)
36	33000	Natural Gas	243,366	276,721	(33,355)	(640,961)
36	36032	Internet Access	45,612	54,838	(9,226)	(650,187)
36	36015	Telephones-Monthly Service	14,835	17,311	(2,476)	(652,664)
36	36017	Payphones Annual & Monthly Servi	0		0	(652,664)
36	36012	Telephone - Sheriff	4,100	4,033	67	(652,596)
36	36018	Payphones - Monthly Usage	150		150	(652,446)
36	36060	Cable Television	5,745	5,515	230	(652,216)
36	36010	Telephone Charges-Local	17,355	14,905	2,450	(649,765)
36	36016	Telephones-Monthly Usage	3,000	20	2,980	(646,785)
36	36011	Telephone Charges-Long Distance	15,890	845	15,045	(631,740)
36	36030	Telephone-Cellular	64,800	44,315	20,485	(611,256)
36	34000	Sewer	91,500	63,308	28,192	(583,064)
36	36020	Telephone Repairs	55,537	17,620	37,917	(545,147)
36	35000	Water	129,550	47,811	81,739	(463,407)
			1,980,690	2,444,098	(463,407)	
<b>Purchased Services</b>						
37	44000	Public Safety	2,091,868	2,349,646	(257,778)	(257,778)
37	44005	Perimeter Security	217,783	413,306	(195,523)	(453,301)
37	45000	Janitorial Services	581,193	658,091	(76,898)	(530,200)
37	49020	Engineering Services	30,000	104,630	(74,630)	(604,830)
37	49015	Consultant	48,000	68,844	(20,844)	(625,674)
37	42045	Builders Risk	0	19,570	(19,570)	(645,243)
37	42080	Cyber Liability Insurance	20,000	35,445	(15,445)	(660,688)
37	42093	Agency Fee	30,000	45,000	(15,000)	(675,688)
37	44030	Employee Shuttle Service	12,502	25,000	(12,498)	(688,186)
37	47000	Special Studies	65,000	72,455	(7,455)	(695,641)
37	42070	Public Official Liability	35,000	41,132	(6,132)	(701,773)
37	42065	Crime Insurance	7,000	7,677	(677)	(702,450)
37	42090	Fiduciary Liability	18,000	18,364	(364)	(702,815)
37	41020	Rates & Charges	0		0	(702,815)
37	44020	Parking Valet Service	0		0	(702,815)
37	49010	Architectural Services	0		0	(702,815)
37	49040	Professional Management	425,000	425,000	0	(702,815)
37	42041	Environmental Liability	35,350	35,350	0	(702,815)
37	44010	Armored Car Service	5,000	4,426	574	(702,241)
37	42095	Insurance Claims	15,500	14,732	768	(701,473)
37	41010	Financial Services	100,000	98,108	1,892	(699,580)
37	42010	Airport Liability	253,454	251,082	2,372	(697,208)
37	42020	Automotive Insurance	75,000	71,572	3,428	(693,780)



**Albany County Airport Authority**  
**Airport Operating Expenses (does not include FBO)**  
**YTD Budget vs. Actual High/Low by Category Report**  
For the 12 month period ending December 30/31, 2022

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			Budget	Actual	Variance	Cumulative Variance
<b>Airport Operating Expenses</b>						
<b>Purchased Services</b>						
37	45010	Refuse Removal Services	74,305	67,047	7,258	(686,522)
37	46010	Public Relations	100,000	90,973	9,027	(677,496)
37	47010	GIS Services	24,000	7,634	16,366	(661,130)
37	42060	Property Insurance	293,212	275,041	18,172	(642,958)
37	49005	Appraisal	25,000		25,000	(617,958)
37	46020	Passenger Info Booth	151,128	121,210	29,918	(588,040)
37	46012	Artistic Exhibits	98,445	63,019	35,426	(552,614)
37	43000	Legal Services	50,000	79	49,921	(502,693)
37	49060	Code Enforcement	116,200	19,399	96,801	(405,892)
37	46015	Advertising	150,000	51,547	98,453	(307,439)
37	49070	Other Professional Services	350,000	90,750	259,250	(48,189)
			5,497,940	5,546,129	(48,189)	
<b>Material &amp; Supplies</b>						
38	51019	Snow Removal Supplies	249,500	553,523	(304,023)	(304,023)
38	52051	Control Tower Maintenance	300,000	560,125	(260,125)	(564,148)
38	52060	Building Maintenance	792,060	1,006,035	(213,975)	(778,123)
38	52031	Electrical Repairs & Supplies	229,950	398,431	(168,481)	(946,604)
38	53010	Landscaping	12,950	162,606	(149,656)	(1,096,261)
38	54010	Gasoline	45,660	123,919	(78,259)	(1,174,520)
38	54011	Diesel Fuel	110,000	173,262	(63,262)	(1,237,782)
38	54030	General Equipment Repair & Mainte	43,500	85,628	(42,128)	(1,279,910)
38	52010	Alarm & PA Systems	84,044	124,324	(40,280)	(1,320,190)
38	51011	Airfield Lighting	70,000	105,368	(35,368)	(1,355,557)
38	54013	Vehicle/Equipment Tires	34,000	59,363	(25,363)	(1,380,920)
38	52032	Elevator Repairs & Supplies	115,000	135,056	(20,056)	(1,400,975)
38	54021	Vehicle Repair & Maintenance	73,000	91,620	(18,620)	(1,419,595)
38	51015	Apron Maintenance	50,000	67,270	(17,270)	(1,436,866)
38	54045	ARFF Vehicle Repair & Maintenanc	18,000	33,894	(15,894)	(1,452,759)
38	54060	Mower Repair & Maintenance	14,000	29,552	(15,552)	(1,468,311)
38	52012	Card Access System	80,000	94,284	(14,284)	(1,482,596)
38	54070	Vehicle Shop Tools & Supplies	45,000	58,338	(13,338)	(1,495,934)
38	51017	Airfield Shop Supplies	22,500	34,567	(12,067)	(1,508,001)
38	52075	Advertising Displays	0	11,936	(11,936)	(1,519,937)
38	51020	Rubber Removal	80,000	91,198	(11,198)	(1,531,134)
38	52062	Janitorial Supplies	241,935	251,917	(9,982)	(1,541,116)
38	54040	Heavy Equipment Maintenance	60,000	68,700	(8,700)	(1,549,817)
38	53090	T-Hangar Maintenance	95,025	102,318	(7,293)	(1,557,110)
38	53071	Wildlife Hazard Management	38,000	43,985	(5,985)	(1,563,095)
38	51052	Wastewater Conveyance	7,500	12,500	(5,000)	(1,568,095)
38	52036	Automatic Door Repairs & Supplies	12,000	15,426	(3,426)	(1,571,521)
38	52013	CCTV Repair	50,000	51,689	(1,689)	(1,573,210)
38	52061	Building Materials	0	571	(570)	(1,573,780)
38	52071	ID Tags	35,000	35,456	(455)	(1,574,236)
38	53085	Land Lease	15,435	15,435	0	(1,574,236)
38	52059	Storage Space Rental	7,500	7,498	2	(1,574,234)
38	52041	Fire Equipment Testing	4,606	4,519	87	(1,574,146)
38	52040	Fire Equipment Services	5,866	4,988	878	(1,573,268)
38	53020	Fencing	900		900	(1,572,368)
38	52020	Baggage System	45,000	43,892	1,108	(1,571,261)
38	53070	Hazardous Waste Management	3,600	2,403	1,197	(1,570,064)
38	53041	Traffic Light Repairs	2,000		2,000	(1,568,064)
38	51032	Hazardous Material Supplies	5,000	2,993	2,007	(1,566,057)
38	51010	Fencing	9,000	6,333	2,667	(1,563,390)
38	51053	Electric	110,000	106,724	3,276	(1,560,114)
38	53051	NYS Police Hangar Maintenance	125,000	121,593	3,407	(1,556,706)
38	53078	Liquid Waste Disposal	3,600		3,600	(1,553,106)
38	53045	Catch Basin Maintenance	4,000		4,000	(1,549,106)
38	54012	Oil / Grease	23,500	18,891	4,609	(1,544,497)
38	53060	Dump Fees - Landfill	8,280	3,542	4,738	(1,539,759)
38	51014	Pavement Repairs	6,000		6,000	(1,533,759)
38	52034	Roof	25,000	18,901	6,099	(1,527,660)
38	51055	Water District Charges	25,000	18,584	6,416	(1,521,244)
38	52050	US Customs	50,600	43,881	6,719	(1,514,525)
38	54022	Vehicle Communication Equipment	6,400	(875)	7,275	(1,507,250)
38	52014	Key Access System	16,500	8,748	7,752	(1,499,498)
38	52063	Window Washing	83,169	74,780	8,390	(1,491,108)

**Albany County Airport Authority**  
**Airport Operating Expenses (does not include FBO)**  
**YTD Budget vs. Actual High/Low by Category Report**  
For the 12 month period ending December 30/31, 2022

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				Budget	Actual	Variance	Cumulative Variance
<b>Airport Operating Expenses</b>							
<b>Material &amp; Supplies</b>							
38	53040	Sign Expense		13,250	1,207	12,044	(1,479,065)
38	51030	EMS Supplies		16,184	3,724	12,460	(1,466,605)
38	52080	Sign Expense		6,500	(6,309)	12,809	(1,453,796)
38	54015	CNG Fuel		23,000	8,891	14,109	(1,439,687)
38	52037	Pest Control		61,408	43,581	17,827	(1,421,860)
38	51016	Runway Painting		35,000	15,760	19,240	(1,402,620)
38	51031	ARFF Supplies		59,992	39,477	20,515	(1,382,105)
38	52090	Flight Information Displays		39,274	12,824	26,450	(1,355,656)
38	51054	Sewer District Charges		31,500		31,500	(1,324,156)
38	51033	ARFF Foam		33,257		33,257	(1,290,899)
38	52035	Plumbing Repairs & Supplies		156,000	121,351	34,649	(1,256,250)
38	51057	System Maintenance & Repairs		180,000	133,613	46,387	(1,209,862)
38	54050	Snow Equipment Repair & Maintena		90,000	41,595	48,405	(1,161,458)
38	53048	Snow Removal Supplies		61,000		61,000	(1,100,458)
38	53050	Snow Removal Services		298,000	228,308	69,692	(1,030,766)
38	53030	Pavement Repairs		100,000	12,681	87,319	(943,447)
38	52033	HVAC		281,250	118,643	162,607	(780,840)
				<u>5,080,196</u>	<u>5,861,036</u>	<u>(780,840)</u>	
<b>Office/Administration</b>							
39	66060	Credit Card Service Charges		392,000	554,080	(162,080)	(162,080)
39	66070	COVID Related Expenses		0	53,472	(53,472)	(215,551)
39	55015	Hardware/Software Maint Support		440,729	474,613	(33,884)	(249,435)
39	66061	EZ Pass Fees		120,000	142,788	(22,788)	(272,223)
39	66062	Bank & Paying Agent Fees		7,000	27,527	(20,527)	(292,750)
39	55014	Computer Systems		46,100	52,909	(6,809)	(299,559)
39	66040	Licenses & Permits		3,850	10,275	(6,425)	(305,984)
39	66030	Advertising - Public Meetings		22,000	28,062	(6,062)	(312,047)
39	55041	Express Mail		0	1,072	(1,072)	(313,119)
39	66003	G.F.O.A.		0	595	(595)	(313,714)
39	55031	Parking Ticket Stock		6,000	6,545	(545)	(314,259)
39	55011	Copy Machine Use		1,000	970	30	(314,229)
39	55012	Office Equipment Service Agreement		9,398	8,980	419	(313,810)
39	66013	Function Refreshments		15,000	14,567	433	(313,377)
39	66011	Authority Board Travel & Education		500		500	(312,877)
39	66002	AAAE		650		650	(312,227)
39	66020	Tuition Reimbursement		2,500	1,630	870	(311,357)
39	55050	Reference Materials		1,700	261	1,439	(309,918)
39	55040	Postage		9,000	6,127	2,873	(307,045)
39	55032	Printing Outside Services		20,000	16,352	3,648	(303,397)
39	66000	Dues & Subscriptions		54,445	49,874	4,571	(298,826)
39	66014	Outside Functions		5,000		5,000	(293,826)
39	66012	Authority Management Travel & Edu		23,400	17,564	5,836	(287,990)
39	55070	Payroll Services		42,500	35,749	6,751	(281,239)
39	55060	Office Supplies		29,245	22,318	6,927	(274,312)
39	55030	Printed Forms / Letterhead		8,100	1,093	7,007	(267,305)
39	55010	Office Equipment Rental		17,793	9,646	8,148	(259,158)
39	66050	Property Taxes		38,000	26,934	11,066	(248,092)
39	55020	Office Furniture & Fixtures		17,950	3,712	14,238	(233,854)
39	66010	Training / Travel		92,834	61,067	31,767	(202,087)
39	55016	Computer Equipment		87,999	30,185	57,814	(144,273)
				<u>1,514,694</u>	<u>1,658,966</u>	<u>(144,273)</u>	
<b>Non-Capital Equipment</b>							
41	83000	Equipment		1,459,000	258,948	1,200,052	1,200,052
				<u>1,459,000</u>	<u>258,948</u>	<u>1,200,052</u>	
				<u>31,719,992</u>	<u>30,376,028</u>	<u>1,343,964</u>	



**Albany County Airport Authority**  
**Airport Operating Expenses (does not include FBO)**  
**YTD Budget vs. Actual High/Low by Category Report**  
For the 12 month period ending December 30/31, 2022

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			Budget	Actual	Variance	Cumulative Variance
<b>FBO Operating Expenses</b>						
<b>Cost of Good Sold (FBO)</b>						
32	51101	Fuel Costs - Jet A	3,140,100	3,692,823	(552,723)	(552,723)
32	51103	Fuel Costs - AvGas	177,480	348,734	(171,254)	(723,977)
32	51107	Fuel Costs - Diesel	120,000	177,967	(57,967)	(781,945)
32	51105	Fuel Costs - Auto Gas	50,000	74,007	(24,007)	(805,952)
32	51104	AvGas Discounts	4,435	9,638	(5,203)	(811,155)
32	51125	Oil	2,500	1,474	1,026	(810,129)
32	51126	TKS	2,000		2,000	(808,129)
32	51108	Fuel Costs-AvGas Commercial	17,000	14,322	2,678	(805,451)
32	51111	Deicing Type I - Constortium	640,640	613,707	26,933	(778,517)
32	51112	Deicing Type IV - Sprayed	89,388	60,963	28,424	(750,093)
32	51113	Deicing Type IV - Consortium	124,206	90,232	33,973	(716,120)
32	51102	Jet A Discounts	340,000	214,037	125,963	(590,157)
32	51110	Deicing Type I - Sprayed	575,720	363,054	212,666	(377,490)
			5,283,468	5,660,958	(377,490)	
<b>Salaries Expense</b>						
34	11000	Salaries	1,317,145	1,465,098	(147,953)	(147,953)
34	12010	Overtime 1.5	205,395	173,999	31,396	(116,557)
			1,522,540	1,639,097	(116,557)	
<b>Other Employee Expenses</b>						
35	21000	Social Security	115,714	123,348	(7,633)	(7,633)
35	25005	Uniform Purchases	11,500	12,616	(1,116)	(8,749)
35	24000	Medical Exams	1,500	975	525	(8,224)
35	22200	Dental Insurance	1,890		1,890	(6,334)
35	25000	Uniforms & Laundry	6,650	4,582	2,068	(4,267)
35	26010	NYS Disability	4,218	1,093	3,125	(1,142)
35	29001	Retirement	16,758	12,548	4,210	3,068
35	26020	Unemployment Insurance	22,592	10,783	11,809	14,877
35	22000	Health	309,908	292,766	17,142	32,019
			490,731	458,712	32,019	
<b>Utilities</b>						
36	31000	Electric	42,300	71,953	(29,653)	(29,653)
36	33000	Natural Gas	26,800	33,153	(6,353)	(36,006)
36	35000	Water	2,000	3,060	(1,060)	(37,066)
36	36035	Radio Communications	405	925	(520)	(37,586)
36	36011	Telephone Charges-Long Distance	195		195	(37,391)
36	36010	Telephone Charges-Local	220		220	(37,171)
36	36033	Wireless	2,857	2,270	587	(36,584)
36	36060	Cable Television	4,095	2,833	1,262	(35,322)
			78,872	114,194	(35,322)	
<b>Purchased Services</b>						
37	49040	Professional Management	265,400	346,552	(81,152)	(81,152)
37	42060	Property Insurance	63,000	65,751	(2,751)	(83,903)
37	45010	Refuse Removal Services	2,650	3,025	(375)	(84,278)
37	46010	Public Relations	42,000	24,500	17,500	(66,778)
37	42095	Insurance Claims	20,000		20,000	(46,778)
37	42010	Airport Liability	180,684	115,529	65,155	18,377
			573,734	555,357	18,377	
<b>Material &amp; Supplies</b>						
38	52060	Building Maintenance	23,340	201,580	(178,240)	(178,240)
38	54030	General Equipment Repair/Maint	78,540	212,549	(134,009)	(312,249)
38	52033	HVAC	26,000	61,324	(35,324)	(347,573)
38	52031	Electrical Repairs & Supplies	11,700	45,123	(33,423)	(380,996)
38	54011	Diesel Fuel	70,000	98,393	(28,392)	(409,389)
38	54075	Fuel Truck Lease	20,976	44,483	(23,507)	(432,896)
38	54040	Heavy Equipment Maintenance	121,500	136,460	(14,960)	(447,856)
38	54022	Vehicle Communications Equipmen	1,000	9,931	(8,931)	(456,787)
38	52034	Roof	4,000	9,029	(5,029)	(461,816)
38	52063	Window Washing	2,066	6,063	(3,997)	(465,813)
38	52032	Elevator Repairs & Supplies	3,500	6,863	(3,363)	(469,176)
38	54021	Vehicle Repair & Maintenance	2,500	5,015	(2,515)	(471,692)
38	52036	Automatic Door Repairs & Supplies	2,000	1,327	674	(471,018)
38	52035	Plumbing Repairs & Supplies	5,000	4,174	826	(470,192)
38	54031	Quality Control Equipment	7,000	5,454	1,546	(468,646)
38	54070	Vehicle Shop Tools & Supplies	2,500	899	1,601	(467,045)
38	52010	Alarm & PA Systems	7,500	5,497	2,003	(465,043)

**Albany County Airport Authority**  
**Airport Operating Expenses (does not include FBO)**  
**YTD Budget vs. Actual High/Low by Category Report**  
For the 12 month period ending December 30/31, 2022

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			Budget	Actual	Variance	Cumulative Variance
<b>FBO Operating Expenses</b>						
<b>Material &amp; Supplies</b>						
38	54013	Vehicles/Equipment Tires	13,000	10,838	2,162	(462,881)
38	52062	Janitorial Supplies	9,000	6,314	2,686	(460,195)
38	54010	Gasoline	12,000	8,421	3,579	(456,615)
38	53078	Liquid Waste Disposal	38,000	4,088	33,913	(422,703)
			461,122	883,825	(422,703)	
<b>Office/Administration</b>						
39	66060	Credit Card Service Charges	64,000	252,651	(188,651)	(188,651)
39	66015	Incentives	30,000	49,698	(19,698)	(208,349)
39	55060	Office Supplies	5,000	9,232	(4,232)	(212,581)
39	55030	Printed Forms/Letterhead	200	1,130	(930)	(213,511)
39	55012	Office Equipment Service Agreemer	500	743	(243)	(213,754)
39	55041	Express Mail	0	60	(60)	(213,814)
39	55014	Computer Systems	1,000	974	26	(213,788)
39	55016	Computer Equipment	750	661	89	(213,699)
39	55010	Office Equipment Rental	1,400	1,181	219	(213,480)
39	55032	Printing Outside Services	300		300	(213,180)
39	66010	Training/Travel	4,500	3,575	925	(212,254)
39	66000	Dues & Subscriptions	16,500	14,703	1,797	(210,458)
39	55015	Hardware/Software Maint Agreemer	13,505	6,504	7,001	(203,457)
39	55070	Payroll Services	19,000	10,585	8,415	(195,042)
			156,655	351,697	(195,042)	
<b>Non-Capital Equipment</b>						
41	83000	Equipment	0	26,649	(26,649)	(26,649)
			0	26,649	(26,649)	
			8,567,123	9,690,489	(1,123,366)	

**Albany County Airport Authority**  
**Airport Operating Expenses (does not include FBO)**  
**YTD Budget vs. Actual High/Low by Category Report**  
For the 12 month period ending December 30/31, 2022

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<u>Budget</u>	<u>Actual</u>	<u>Variance</u>	Cumulative Variance
\$ 40,287,115	\$ 40,066,517	\$ 220,598	

## 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

2022 Operating Budget - Airport	\$32,120,020
2022 Operating Budget - FBO	<u>8,567,123</u>
	\$40,687,143

Monthly Operating Outflow	(\$40,687,143/12)
	\$3,390,595

Months Operating Reserves Unrestricted	
\$26,924,730/\$3,390,595	~ 7.94 months

Months Operating and Renewal Reserves	
\$6,786,305/\$3,390,595	~ 2.0 months

	Unrest.	Restr	Total
Aug20	4.85	2.0	6.85
Sep20	5.37	2.0	7.37
Oct20	5.31	2.0	7.31
Nov20	5.14	2.0	7.14
Dec20	5.63	2.0	7.63
Jan21	5.30	2.0	7.30
Feb21	5.22	2.0	7.22
Mar21	5.26	2.0	7.26
Apr21	4.63	2.1	6.73
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

### 3. Accounts Receivable

The amount of accounts receivables, shown as days of average annual (2022 Budget) daily revenues, is as follows:

$\$50,481,110 / 365 = \$138,304$

$\$449,450 / \$138,304 = 3.23$

Jan21	8.52
Feb21	11.47
Mar21	2.36
Apr21	0.74
May21	4.10
Jun21	4.98
Jul21	5.70
Aug21	14.74
Sep21	12.92
Oct21	19.20
Nov21	17.06
Dec21	17.14
Jan22	14.98
Feb	12.53
Mar	7.80
Apr	11.80
May	17.96
Jun	4.60
Jul	7.26
Aug	8.34
Sep	2.86
Oct	6.40
Nov	8.23
Dec	3.23

### 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	19,762,574
Improvements	<u>273,662,249</u>
	589,511,479
Accumulated Depreciation	<u>(321,208,749)</u>
	268,302,730
Construction In Progress	<u>15,234,729</u>
	<u>\$283,537,459</u>

### 5. COVID Relief 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
AIP143-CARES	\$15,277,876	\$15,277,876 C
AIP144-CHRSSA <sup>3</sup>	5,093,917	-
AIP145-CHRSSA <sup>2</sup>	320,510	320,510 C
AIP148-ARPA	12,113,224	-
AIP149-Con Relief	1,282,039	-
Jobs Act of 21 <sup>1</sup>	<u>28,551,945</u>	-
	\$62,639,511	<u>\$15,277,876</u>

<sup>1</sup> Aka Bipartisan Infrastructure Law, 2022 appropriation \$5,568,244, award pending.

<sup>2</sup> Closed, March 2022

<sup>3</sup> Must collect by March 19, 2025



**Albany International Airport  
Statistics  
For the twelve months period ending December 31, 2022**

	Budget	Current Month 2021	2022	Budget	Year to Date 2021	2022	12 Month Running 2021	2022
<b>Total Enplanements</b>	100,000	93,971	93,607	1,200,000	975,939	1,290,529	975,939	1,290,529
	-0.39%		-0.39%			3.23%		3.23%
<b>Operations</b>								
<b>Passenger</b>	2,462	2,376	2,326	29,543	23,698	29,114	23,698	29,114
<b>Cargo</b>	205	414	360	2,457	3,418	3,346	3,418	3,346
<b>Charter, Corporate &amp; Divers</b>	240	165	449	2,880	3,376	4,153	3,376	4,153
<b>General Aviation</b>	1,010	813	976	12,120	14,118	14,521	14,118	14,521
<b>Military</b>	292	248	176	3,500	3,239	2,592	3,239	2,592
<b>Total Operations</b>	4,208	4,016	4,287	50,500	47,849	53,726	47,849	53,726
	1.91%		6.75%			12.90%		13.27%
<b>Landed Weight (000)</b>	125,000	109,647	116,142	1,500,000	1,094,910	1,449,462	1,094,910	1,449,462
	-12.00%		5.92%			34.25%		34.25%
<b>Cargo/Mail &amp; Express</b>	1,983	2,517	2,441	23,800	23,049	21,082	23,049	21,082
	20.10%		3.99%			-8.53%		-8.53%
<b>Jet A Gallons</b>	78,498	101,518	87,713	941,976	1,274,382	1,259,022	1,274,382	1,259,022
	11.74%		-13.60%			-1.21%		-1.21%
<b>AvGas Gallons</b>	4,350	2,582	3,910	52,200	49,815	68,249	49,815	68,249
	10.11%		51.43%			37.89%		37.89%
<b>Deicing Consortium</b>	6,313	8,549	12,292	75,750	52,419	58,707	52,419	58,707
	34.72%		43.78%			12.00%		12.00%
<b>Deicing sprayed/retail</b>	7,441	9,340	18,565	89,290	56,622	64,786	56,622	64,786
	149.00%		98.77%			14.42%		14.42%
<b>Parking Revenue</b>	\$ 960,898	\$ 1,101,688	\$ 1,210,192	\$ 11,530,770	\$ 9,038,813	\$ 15,985,811	\$ 9,038,813	\$ 15,985,811
Revenue per enplanement	\$ 9.61	\$ 11.72	\$ 12.93	\$ 9.61	\$ 9.26	\$ 12.39	\$ 9.26	\$ 12.39
Transactions		39,195	43,528		401,689	530,725	401,689	530,725
Average transaction		\$ 28.11	\$ 27.80		\$ 22.50	\$ 30.12	\$ 22.50	\$ 30.12
<b>Concession Sales</b>								
Rental Cars		\$ 3,256,092	\$ 3,617,585		\$ 49,852,509	\$ 60,173,760	\$ 49,852,509	\$ 60,173,760
Revenue per enplanement		\$ 34.65	\$ 38.65		\$ 51.08	\$ 46.63	\$ 51.08	\$ 46.63
<b>Food and Beverage</b>		\$ 615,444	\$ 768,466		\$ 5,540,222	\$ 9,373,467	\$ 5,540,222	\$ 9,373,467
Revenue per enplanement		\$ 6.55	\$ 8.21		\$ 5.68	\$ 7.26	\$ 5.68	\$ 7.26
<b>Retail</b>		\$ 277,681	\$ 307,910		\$ 3,326,889	\$ 4,213,623	\$ 3,326,889	\$ 4,213,623
Revenue per enplanement		\$ 2.95	\$ 3.29		\$ 3.41	\$ 3.27	\$ 3.41	\$ 3.27

**SCHEDULED AIRLINE PASSENGER SERVICE**

Monthly Scheduled Flights are as follows:

	Airlines	Non-Stop Destination Airports	Non-Stop Destination Cities <sup>(1)</sup>	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
Dec21	7	17	12	1,096	35.4	114,381	111,014,472	93,971	82.1
Jan22	7	18	13	1,066	34.4	111,340	107,337,992	74,020	66.5
Feb22	7	19	13	999	35.7	105,195	99,654,094	82,020	78.0
Mar22	7	18	12	1,175	37.9	121,434	116,508,440	107,454	88.4
Apr22	7	19	13	1,275	42.5	130,529	125,318,092	113,430	86.9
May22	7	21	15	1,282	41.4	133,592	129,745,040	109,543	82.0
Jun22	7	22	15	1,274	42.5	139,005	131,608,948	113,139	81.4
Jul22	7	22	15	1,394	45.0	154,418	148,924,672	131,337	85.0
Aug22	7	20	14	1,372	44.3	152,326	150,210,904	132,892	87.2
Sep22	7	20	14	1,208	40.3	132,256	123,038,424	110,210	83.3
Oct22	7	20	14	1,218	39.4	131,673	122,245,126	119,918	91.1
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	98,328	81.5E
Feb23	6	20	14	1,141	36.8	120,072	116,999,582	97,858	81.5E

<sup>(1)</sup> 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:

			Year-To-Date (net)									
			Week		Week		Week		Week			
			#04-2023	+	(-) #08-2023	#04-2023	+	(-) #08-2023	#04-2023	+	(-) #08-2023	#04-2022
1	ATL	Atlanta, GA	20	1	-	21	20	1	-	21		20
2	BDL	Hartford, CT	-	-	-	-	-	-	-	-		
3	BWI	Baltimore, MD	26	6	-	32	26	6	-	32		25
4	MDW	Chicago-Midway	12	-	-	12	12	-	-	12		13
5	ORD	Chicago-O'Hare	25	8	-	33	25	8	-	33		28
6	CLT	Charlotte, NC	20	-	-	20	20	-	-	20		13
7	DEN	Denver, CO	-	-	-	-	-	-	-	-		-
8	DTW	Detroit, MI	28	-	(1)	27	28	-	(1)	27		27
9	FLL	Fort Lauderdale, FL	6	3	-	9	6	3	-	9		4
10	RSW	Fort Myers, FL	-	-	-	-	-	-	-	-		1
11	MIA	Miami, FL	1	-	-	1	1	-	-	1		1
12	MSP	Minneapolis, MN	-	-	-	-	-	-	-	-		-
13	MYR	Myrtle Beach, SC	-	2	-	2	-	2	-	2		-
14	BNA	Nashville, TN	3	-	(1)	2	3	-	(1)	2		-
15	EWR	Newark, NJ	14	-	-	14	14	-	-	14		12
16	LGA	New York, LaGuardia	24	-	-	24	24	-	-	24		13
17	MCO	Orlando, FL	15	7	-	22	15	7	-	22		16
18	SFB	Orlando/Sanford, FL	2	2	-	4	2	2	-	4		-
19	PHL	Philadelphia, PA	20	-	-	20	20	-	-	20		17
20	RDU	Raleigh-Durham, NC	-	-	-	-	-	-	-	-		-
21	PGD	Tampa/Punta Gorda, FL	2	5	-	7	2	5	-	7		2
22	TPA	Tampa, FL	2	-	-	2	2	-	-	2		2
23	PIE	Tampa/St. Pete, FL	2	2	-	4	2	2	-	4		2
24	DCA	Washington DC-Reagan	26	-	(1)	25	26	-	(1)	25		26
25	IAD	Washington DC-Dulles	21	-	-	21	21	-	-	21		21
			269	36	(3)	302	269	36	(3)	302		243

December 2022 Monthly Financial Report

**Week 02 2023**Full Time Positions

	Budget Full Time	Budget Part Time	Budget Total	Filled Full Time	Vacant Full Time	In Process To Fill
<b>AVPORTS</b>						
Jan22	165	15	180	132	33	6
Feb	165	15	180	129	36	8
Mar	165	15	180	125	40	9
Apr	165	15	180	128	37	13
May	165	15	180	129	36	13
Jun	165	15	180	128	37	13
Jul	166	15	181	127	39	18
Aug	166+3	15	184	127	42	18
Sep	169	15	184	136	33	18
Oct	169	15	184	135	34	
Thru Week 22-50	170	15	175	130	40	20
Thru Week 23-02	175	16	193	129	46	
<b>FBO</b>						
Jan22	33	-	33	25	8	8
Feb	33	-	33	26	7	6
Mar	33	-	33	25	8	8
Apr	34	2	36	23	11	11
May	34	2	36	26	8	8
Jun	34	2	36	27	7	7
Jul	34	2	36	27	7	7
Aug	34+1	2	37	28	8	8
Sep	35	2	37	28	7	7
Oct	35	2	37	28	7	7
Thru Week 50	35+1	2	36	31	5	5
Thru Week 23-02	36	2	38	30	7	
<b>ACAA</b>						
Jan22	20	3	23	20	-	-
Feb	20	3	23	20	-	-
Mar	20	3	23	20	-	-
Apr	20	3	23	20	-	-
May	20	3	23	20	-	-
Jun	20	3	23	20	-	-
Jul	20	3	23	20	-	-
Aug	20	3	23	20	-	-
Sep	20	3	23	20	-	-
Oct	20	3	23	20	-	-
Thru Week 50	20	3	23	20	-	-
Thru Week 23-02	20	3	23	20	-	-
<b>Total</b>						
Jan22	218	18	236	177	41	14
Feb	218	18	236	175	43	14
Mar	218	18	236	170	48	17
Apr	219	20	239	171	48	25
May	219	20	239	175	44	21
Jun	219	20	239	175	44	21
Jul	220	20	240	174	46	25
Aug	220+4	20	244	176	50	27
Sep	224	20	244	184	40	25
Oct	224	20	244	183	41	25
Thru Week 50	226	20	246	181	45	25
Thru Week 23-02	231	21	252	179	53	

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

	Unaudited December 31, 2021	Unaudited December 31, 2022
<b><u>ASSETS</u></b>		
<b>CURRENT ASSETS</b>		
Unrestricted Assets		
Cash and cash equivalents	\$22,357,372	\$26,924,730
Accounts receivable - net	3,330,779	449,450
Lease receivable	2,683,477	2,683,477
Prepaid Expenses	669,395	867,743
Total Unrestricted Assets	29,041,023	30,925,400
Restricted Assets		
Operating and Renewal Reserves	7,085,564	8,170,629
CFC Funds	449,616	453,361
Capital Funds	8,262,696	9,210,251
PFC Funds	8,825,350	8,778,608
Revenue Bond Funds	7,403,499	7,708,379
FAA Restricted Funds	203,871	205,569
Concession Improvement Funds	699,214	705,038
Total Restricted Assets	32,929,810	35,231,835
Total Current Assets	61,970,833	66,157,235
<b>NON-CURRENT ASSETS</b>		
Capital Assets	276,300,609	267,560,374
Lease Receivable	20,212,167	20,212,167
Prepaid Expenses	209,668	209,668
Total Non-Current Assets	296,722,444	287,982,209
Total Assets	358,693,277	354,139,444
<b><u>DEFERRED OUTFLOWS OF RESOURCES</u></b>		
Refunding	1,344,959	1,344,959
OPEB Expenses	391,588	391,588
Pension Expenses	1,136,675	1,136,675
Total Deferred Outflows of Resources	2,873,222	2,873,222
<b>TOTAL ASSETS AND DEFERRED OUTFLOWS</b>	361,566,499	357,012,666
<b><u>LIABILITIES AND NET ASSETS</u></b>		
<b>CURRENT LIABILITIES</b>		
Payable from Unrestricted Assets	6,811,538	3,611,300
Payable from Restricted Assets	1,603,246	2,986,373
Total Current Liabilities	8,414,784	6,597,673
<b>NON-CURRENT LIABILITIES</b>		
Bonds and other debt obligations	74,918,168	68,233,168
Net OPEB liability	5,692,141	5,756,184
Net pension liability - proportionate share	3,491	97,411
Total Non-Current Liabilities	80,613,800	74,086,763
Total Liabilities	89,028,584	80,684,436
<b><u>DEFERRED INFLOWS OF RESOURCES</u></b>		
Concession Improvement Funds	705,686	781,313
OPEB expenses	1,156,601	1,156,601
Pension expenses	1,093,887	1,093,887
Leases	22,400,114	22,400,114
Total Deferred Inflows of Resources	25,356,288	25,431,915
<b><u>NET POSITION</u></b>		
Invested in Capital Assets, net of Related Debt	209,491,888	212,290,850
Restricted	23,862,862	19,921,740
Unrestricted	13,826,877	18,683,725
<b>Net Position</b>	247,181,627	250,896,315
<b>TOTAL LIABILITIES, DEFERRED INFLOWS AND NET POSITION</b>		
	\$ 361,566,499	\$ 357,012,666

**Week 02 2023**  
**Full Time Positions**

	<b>Budget Full Time</b>	<b>Budget Part Time<sup>(1)</sup></b>	<b>Budget Total</b>	<b>Filled Full Time</b>	<b>Vacant Full Time</b>	<b>In Process To Fill</b>
10 Airfield (a)	29	2	31	19	10	9
20 Terminal-Custodial(b)	36	1	37	24 (1 LOA)	12	3
20 Terminal-Facilities(b)	10	1	11	9	1	-
21 Loading Bridge(b)	3	-	3	2 (1 LOA)	1	-
30 Parking (b)	21	5	26	15 (2 LOA)	6	2
30 Parking – Shuttle (b)	12	2	14	9 (1 LOA)	3	-
32 Landside	-	-	-	-	-	-
41 Operations (b)	18	-	18	12 (1 LOA)	6	7
42 ARFF (c)	23	-	23	21	2	-
43 Security	4	5	9	3	1	-
50 Vehicle Maint. (a)	12	-	12	11	1	-
59 Airport Mgmt.	7	-	7	4	3	-
60 FBO Comm.	11	-	11	9	2	-
61 FBO GA	21	2	23	16	5	-
69 FBO Admin (added)	4	-	4	5	-	5
71 ACAA	20	3	23	20	-	-
	231	21	252	179	53	25

<sup>(1)</sup> Does not include seasonal.

	<b>Balance</b>	<b>Hire</b>	<b>Vacated</b>	<b>Balance</b>
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

- (a) CSEA
- (b) SMART / Jet Bridge
- (c) IAFF

## **AGENDA ITEM NO. 5**

### **Project Development**



## **PROJECT STATUS REPORT**

**February 13, 2023**

### **I. AIRSIDE IMPROVEMENTS**

#### **A) Rehabilitation of Concourse A (Contract S-22-1127)**

Fennick McCredie Architecture was awarded the design contract. Fennick McCredie held a kick-off meeting scheduled on Jan. 24, 2023 and site walk through to begin the design. FM will present design concepts to ACAA and they are scheduling geotechnical work for the apron and additional jetbridges design.

#### **B) Air Cargo Pavement Rehabilitation (Contract S-22-1114)**

Passero Associates has completed the process of investigating of the concrete pavement failure on the south end of the Air Cargo apron (leased by UPS) and they are working on the design for the repair and replacement of the pavement. Passero has been working with ACAA to determine the extent of the investigation and compile a proposal to complete the work. Passero's continuing the design of the rehab. Airport Operations will schedule a meeting with UPS to discuss the logistics.

#### **C) Runway 10-28 Rehabilitation (Contract #S-21-1100)**

Callanan Industries was the low bidder and their contract was approved at the May Board meeting. Collier Engineering is the inspection firm. Callanan Ind. mobilized in early August to get the existing centerline lights removed. Runway 10-28 was shutdown for 7days in September that Callanan used to mill, pave and stripe the Runway. The runway grooving was completed and Callanan has shutdown for the Winter and return in the Spring of 2023 to complete the Taxiway work in accordance with the FAA funding.

## **II. LANDSIDE IMPROVEMENTS**

### **A) Air Traffic Control Tower (Contract 1013-R & M)**

The FAA as part of the lease renewal, requested some upgrades to their facility. The roof replacement project (1013-R) the roof project will be bid in 2023 when materials are more readily available. The elevator replacement project (1013-EV) was awarded to Kone under NYS Contract pricing. Sage Engineering is working with ACAA to complete the design for the HVAC system upgrade, which will be let as multiple projects later this year.

### **B) Main Terminal Fire Alarm Replacement (Contract 20-1075-FP)**

Hewitt & Young Electric is continuing the installation of the new Terminal Fire alarm system. The contractor is currently testing the new sensors and panels throughout the Terminal. Installation of the alarm system continues with the contractor working two shifts. All installation work and testing of the new system continues as the contractor works to tie in existing Terminal systems as required by NYS Code. Work is currently scheduled to be completed in early 2023.

### **C) Terminal Pre-TSA Expansion (Contract S-21-1082)**

CHA and their design team have been working since last fall to prepare schematic drawings, which will be complete on February 2, 2023. ACAA has been coordinating with CHA's design team to advance the design of the project to meet the time constraints of the NYS Grant. There has been preliminary survey work and the hydrovac excavation to locate utilities has begun. Subsurface drilling is scheduled to begin in the next few weeks, to provide data for the foundation designs.

### **D) Main Terminal Elevator #8 Replacement**

Elevator #8 in the Terminal, which is the backup elevator for the Main Terminal elevator #6 was taken out of service on January 9, 2023 to eliminate the piston system and convert the elevator to an MRL cable system under State Contract pricing. The replacement equipment was delivered on November 1, 2022. Work is expected to take 6 weeks and is currently on schedule.

### **E) New In-Line Checked Baggage Inspection System (CBIS) (S-22-1139)**

As part of the TSA's efforts to streamline their operations, the TSA is offering grants for the design of a new In-Line Checked Baggage Inspection System to replace the current individual airline baggage inspections. ACAA advertised an RFQ for the design services and a selection committee reviewed and selected VTC to be the design firm. The Board's approval to award VTC contract is an action item on today's agenda.



## **AGENDA ITEM NO. 6**

**Counsel**

## **AGENDA ITEM NO. 7**

### **Concessions/Ambassador Program**



**Monday, February 13, 2023**

## **Concessions & Ambassador Program Report**

### **Minority Percentages in the Concessions' Workforce**

Date	min/total	HMSHost	OHM	Paradies	Dunkin
January 2022	72/105=69%	23/42=55%	37/42=88%	8/14=57%	4/7=57%
February 2022	69/100=69%	20/37=54%	38/41=93%	7/15=46%	4/7=57%
March 2022	66/102=65%	21/43=49%	33/36=92%	7/15=46%	5/8=62%
April 2022	66/106=62%	20/43=47%	35/39=80%	7/16=44%	4/8=50%
May 2022	64/109=59%	15/38=40%	36/43=84%	9/21=43%	4/7=57%
June 2022	62/109=57%	17/42=40%	35/42=83%	7/19=39%	3/6=50%
July 2022	63/109=58%	17/41=41%	35/42=83%	7/18=38%	4/8=50%
August 2022	70/115=61%	19/41=46%	38/46= 82%	9/21=43%	4/7=57%
September 2022	65/112=58%	19/43=44%	28/40=70%	14/22=63%	4/7=57%
October 2022	68/120=56%	28/55=50%	21/33=63%	14/24=58%	5/8=62%
November 2022	74/127=58%	28/55=50%	32/42=76%	9/22=40%	5/8=62%
December 2022	70/132=53%	23/55=42%	35/48=73%	8/22=36%	4/7=57%
January 2023	64/130=49%	23/53=43%	31/47=66%	7/24=29%	3/6=50%

Silks remodel is underway, reopening in March. The Starbucks remodel will start in April.

### **HMSHost**

Silks of Saratoga – Closed for remodel

Starbucks – Open 4:00 a.m. – 7:00 p.m.

The Local – Open 10:00 a.m. – 7:00 p.m.

Burger King – Open 6:00 a.m. – 6:00 p.m.

Sun, Mon, Thursday, Friday - 4:00 a.m.

Adirondack Lodge – Open 10:00 a.m. – 6:00 p.m.

Hudson Valley Beer Union – Open 5:00 a.m. – 7:00 p.m.

Dunkin Donuts – Open (4:00 a.m. – 8:00 p.m.) Daily

### **OHM**

Empire Deli – Open 11:00 a.m. - 6:00 p.m.

Wolfgang Puck Pizza - Open 11:00 a.m. – 6:00 p.m.

Chick fil A – Open (4:30 a.m. – 7:00 p.m.) Closed Sunday

### **Paradies**

Gift/News on A – intermittent hours

Gift News on B – intermittent hours

Gift/News on C – open 4:30 am through to the last departure

### **Vending**

Vending options are now on all three concourses.



## Ambassador Program 2023 Totals

### Tours

**YTD**

Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
0												0

### Canines

3654												3654
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### Ambassador Hours

774												774
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### Guests Served

4417												4417
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### Ambassador Shifts

258												250
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### Business Center

134												134
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## **AGENDA ITEM NO. 8**

### **Public Affairs**



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## Public Affairs Report February 2023

### Honor Flight

The Montgomery County based Leatherstocking Honor Flight will be sponsoring a Southwest Airlines flight to Washington D.C. on April 29, 2023. Over 70 WWII, Korean and Vietnam War veterans will take the trip to view the Nation's War Memorials. The Airport will host a departure ceremony at 2:30pm on April 29.



### Commercial Realtors

The Airport will host the annual meeting of regional commercial realtors in late April. The Airport realizes approximately \$6.2 million in annual commercial rental revenue.



### TSA

The Transportation Security Administration has been actively recruiting employees for Albany and other airports in Upstate New York. The local print and broadcast media have played an important role in getting the message to potential employees. The annual TSA salary now tops out at nearly \$60,000.



### Wedding Album

Despite several media reports, no one has claimed the 70's wedding album found at the Airport. Our Redeemer Lutheran Church in Hawaii has been researching their wedding index but has not been able to determine the names of the bride and groom.



## **AGENDA ITEM NO. 9**

### **Business & Economic Development**



**AGENDA ITEM NO. 10**

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

## **AGENDA ITEM NO. 10.1**

### **Professional Services:**

**Contract No. S-22-1139 Design  
Services for the New In-Line Checked  
Baggage Inspection System (CBIS) with VTC.**

AGENDA ITEM NO: 10.1

MEETING DATE: February 13, 2023

ALBANY COUNTY AIRPORT AUTHORITY  
REQUEST FOR AUTHORIZATION

**DEPARTMENT:**

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

**ACAA Approved  
Contingent upon Board approval of  
negotiated fee established following  
TSA grant guidelines and TSA  
concurrence and grant approval.  
02/13/2023**

**PURPOSE OF REQUEST:**

Professional Services:

*Contract No. S-22-1139 Design Services for the New In-Line Checked Baggage  
Inspection System (CBIS) with VTC.*

**CONTRACT AMOUNT:**

*Base Amount: \$1,000,303.15*

**BUDGET INFORMATION:**

Anticipated in Current ALB Capital Plan: Yes ✓ 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 72.5% State            Airport 27.5% NA           

Term of Funding: 2023-2025

Grant No.: <pending> State PIN: <pending>

**JUSTIFICATION:**

*Authorization is requested to award the Professional Services Contract S-22-1139 Design Services programmed for the New In-Line Checked Baggage Inspection System (CBIS) with VTC . The RFQ evaluations committee voted for award to the design firm of VTC of Arlington, Texas. VTC submitted a fee proposal which was negotiated within the TSA guidelines. Subsequent prospective contract award is contingent upon Board approval of negotiated fee established following TSA grant guidelines and TSA concurrence and grant approval.*

**CHIEF EXECUTIVE OFFICER'S RECOMMENDATION:**

*Recommend approval.*

AGENDA ITEM NO: 10.1  
MEETING DATE: February 13, 2023

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

**PROCUREMENT DEPARTMENT APPROVAL:**

*Procurement complies with Authority Procurement Guidelines and Chief Financial Officer has approved. YES J NO \_\_\_\_\_.*

**BACK-UP MATERIAL:**

*VTC's scope and fee proposal.*

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February 2, 2023

John LaClair, P.E., G.G.P.  
Chief Engineer  
Albany County Airport Authority

Via Email

Reference: New Checked Baggage Inspection System

Subject: Fee Proposal for Design Services  
VTC Proposal Number: PRNYALB22866  
Revision 0

Mr. LaClair,

The VTC Team offers for your consideration the following professional services to design a centralized in-line Checked Baggage Inspection System (CBIS) system, input conveyors from the ticket counter, baggage makeup area and associated facilities to house the system that will replace the individual mini-inline screening systems located within the current Airline baggage makeup spaces.

## GENERAL SCOPE

The design scope anticipates a three-machine checked baggage inspection system using medium speed machines that is compliant with TSA Planning Guidelines and Design Standards (PGDS) Version 7.

Design Services involve five (5) design phases including Pre-Design, Schematic Design, 30% Design, 70% Design, and 100% Design, plus Bidding and Negotiation, per PGDS version 7 requirements. However, in the interest of schedule, we intend to streamline the process by requesting a variance from TSA to combine Schematic Design and 30% Design. There should be no objection to this from TSA if they are in agreement with our Pre-Design.

## PRE-DESIGN

The purpose of the pre-design activities is to identify the existing baseline conditions, estimate the design-year baggage screening demand, and identify the potential alternatives that meet those criteria. During this phase, data will be collected to analyze design alternatives and develop concepts.

### 1. Activities

- a. Project kick-off preparation
  - i. Develop the Integrated Local Design Team (ILDT)
  - ii. Develop communication plan
- b. Project Initiation
  - i. Kick-off Meeting to establish design criteria.
  - ii. Site walk to view area of work.





- c. Data Collection
  - i. Collect as-built documentation and historical facility information
    - 1. O&M logs, previous assessments, initial and recurring training plans, and TSA staffing information (as allowed by SSI)
    - 2. Any available Base building background drawings
    - 3. As-built drawings, reports, and any other available data on past upgrades and optimizations to the existing conveyor systems and facility
    - 4. Any reports, surveys or other evaluations performed on the stand-alone systems after initial installation
    - 5. Current Configuration Management Plan for the mini-inline systems
    - 6. Current Contingency Plans for the mini-inline systems
  - ii. Collect forecasting information
    - 1. Current and Forecasted Demand Data
    - 2. Airport master plan
- d. Planning Activities
  - i. Develop current and future baggage and passenger demands based on the following:
    - 1. Historical data (including checked baggage processing information)
    - 2. Passenger arrival curves
    - 3. Passenger arrival trends
    - 4. Bags per passenger
    - 5. Future flight schedules
    - 6. FDRS reports
  - ii. Develop blocking diagrams.
- e. Concept Development
  - i. Create concept drawings for up to three screening alternatives
  - ii. Identify block area requirements and locations for BHS control room, On Screen Resolution (OSR) and Checked Baggage Resolution Area (CBRA)
  - iii. Identify required facility and infrastructure modifications for each option
  - iv. Estimate the BHS/CBIS mechanical and electrical order of magnitude loads, source, and capacity
  - v. Develop Rough Order of Magnitude (ROM) cost in TSA's current working estimate (CWE) format
  - vi. Perform a Life Cycle Cost Analysis (LCCA) of alternatives
- f. Preferred Alternatives Evaluation and Selection
  - i. Conduct qualitative evaluation of each alternative based on established criteria and requirements
  - ii. Conduct quantitative evaluation of each alternative based on comparison of 20-year life-cycle analyses
  - iii. Determine Preferred Alternative
- g. 3D scan of work area by C&S
  - i. On-Site Scanning
  - ii. Prepare Point Cloud
  - iii. Complete Revit Model
- h. Preferred Alternative Analysis Report (PAAR)
  - i. Develop Alternative Analysis Report that documents the assumptions and methodology used to derive the design-year baggage screening demand, the process used to develop

- alternatives, a description of all alternatives considered, and a list of the preliminary set of alternatives to be carried forward for analysis on a life cycle cost basis
  - ii. Narrative evaluations of alternatives considered.
  - iii. Preferred Alternative documentation to include concept drawings and report narrative describing the system operation and ability to meet the design year baggage demand
  - iv. Documentation to include a high-level narrative description of the architectural, structural, civil, and MEP work required to support the selected alternative
  - v. Results of qualitative assessment
  - vi. Results of quantitative assessment including updated LCCA
  - vii. Narrative of ILDT Preferred Alternative
  - i. Review and Submittal
    - i. Review report with the Airport and incorporate clarifications from the review sessions
    - ii. Submit to TSA for review and comments
- 2. Deliverables:**
- a. Preferred Alternative Analysis Report
- 3. Meetings:**
- a. Kick off meeting on site – 2 people, 3 days.
  - b. Internal progress/review meetings via conference call
  - c. Meetings with Airport and stakeholders (ILDT) via conference call
  - d. Pre-Design Meeting with TSA via conference call
  - e. Badging – one trip is included to complete badging – 1 person, 2 days.

## **SCHEMATIC DESIGN/30% DESIGN**

The purpose of the schematic design is to develop a basis of design report which is then updated during the 30% design. The VTC team will submit an RFV (request for variance) to TSA during the Pre-Design Phase to ask that we be allowed to combine Schematic Design and 30% Design. Their consent is not usually withheld unless they have concerns with the Pre-Design, which we do not anticipate in this case.

During this combined phase, the team will refine the preferred alternative and create a 30% design package based on the TSA approved pre-design. Site investigation, a more detailed cost analysis and project schedule, the initial Basis of Design Report, and a simulation model of the BHS are included in this phase. Coordination of design efforts with all stakeholders will take place and project meetings will be held as necessary.

- 1. Activities**
- a. Conduct site investigation for the preferred alternative
  - b. Update Base Backgrounds
  - c. Prepare 30% Detailed Design drawings for all BHS disciplines to include:
    - i. Plan view of outlined conveyors and Right of Ways (ROW) along with equipment identifications
    - ii. Pre-EDS crossover plans
    - iii. CBIS plans
    - iv. CBRA plans including elevations, BITs, enlarged single-sheet plan view
    - v. CBRA facility plans such as:
      - 1. Shrouding materials
      - 2. Flooring material



3. Lighting design
    4. Noise reduction design
    5. Minimum environmental conditions
    6. Footprints for proper installation of stairs and ladders
    7. UPS and power pole locations
  - vi. EDS removal route with locations of quick disconnect conveyors
  - vii. Cross sections showing vertical dimensions
  - viii. Elevations of significant areas
  - ix. Conveyor motor manifest
  - x. Enlarged plans, including demolition plans as necessary
  - xi. Approximate MCP or FDP locations
  - xii. Incorporate the comments and requirements of the approved Pre-design into the Schematic Design/30% design.
  - xiii. Preliminary phasing plan – this is high-level and details such as temporary screening phases (if required) will be included in later design phases
  - xiv. C&S to develop 30% facility design drawings including:
    1. Architecture
    2. Structural
    3. MEP systems
    4. Fire protection/fire alarm
    5. Information Technology (IT)
    6. Security/access control/CCTV
  - xv. BIM Coordination
- d. Develop Outline Specifications for front end, BHS/CBS, and associated facility work.
- e. Operational Standards Assessment (Simulation Modeling)
  - i. Refine the high-level flow-based modeling assumptions and results used in the previous phase.
  - ii. Develop an AutoMod simulation of the existing system.
  - iii. Use the modeling simulation to:
    1. Validate throughput assumptions data and protocols
    2. Suggest design changes such as belt speeds and number of queues
  - iv. Create graphs and charts as necessary to document findings for Operational Standards Assessment
- f. Basis of Design Report to include:
  - i. Assumptions and constraints based on site survey
  - ii. Supporting high-level flow-based modeling data
  - iii. Description of system operations
  - iv. Develop phasing and constructability technical memorandum documenting project specific issues for each discipline, including structural, MEP and IT/Communications consideration
  - v. List current EDS equipment
- g. Develop Screening Equipment Documentation (SSI)
- h. Prepare 30% estimate of probable cost (CWE and LCCA)
- i. Update and monitor project schedule
- j. Respond to TSA comments via review sheet
- k. Attend project meetings with stakeholders
- l. Assemble and submit the SD/30% design package via TSA protocol defined in PGDS.

## **2. Deliverables**



- a. Basis of Design Report (BDR)
- b. Screening Equipment Documentation (SSI)
- c. Provide indication of expected screening equipment
- d. BHS 30% design drawings
- e. 30% current working estimate (CWE) and LCCA
- f. Outline Specifications including outline of reporting capabilities.
- g. Referenced documents for screening equipment installation guidelines.
- h. Baggage and data flow charts
- i. Phasing and Constructability Technical Memorandum
- j. Project schedule
- k. National Environmental Policy Act
- l. Stakeholder notification documentation
- m. Written response to TSA comments.
- n. Environmental compatibility assessment

**3. Meetings**

- a. Site investigation for preferred alternative – 2 people, 3 days
- b. Internal progress/review meetings via conference call
- c. Technical Interchange Meetings with TSA via conference call – assumes two calls.
- d. Meeting with Airport and stakeholders (ILDT) via conference call
- e. Additional budgeted on-site meetings – 2 meetings, 1 person, 2 days each

## 70% DESIGN

The team will create a detailed 70% design based on the TSA approved 30% design package. During this phase, the required deliverable packages will be developed, coordination of design efforts with all stakeholders will take place and project meetings will be held as necessary.

**1. Activities**

- a. Prepare 70% Detailed Design for all BHS disciplines to include the following:
  - i. Plan view drawing with key component sections and details
  - ii. BHS electrical and motor horsepower requirements
  - iii. BHS controls and interface requirements
  - iv. Final conveyor lay-outs for affected areas
  - v. Preliminary sections and major details
  - vi. Refined phasing plans
  - vii. Conveyor manifest
  - viii. Cross sections showing the vertical dimensions of the CBIS
  - ix. Catwalks, platforms, ladders, and stairways
  - x. Motor and drive package locations
  - xi. Device layout
  - xii. Control stations layout
  - xiii. Location and size of MCPs or FCPs
  - xiv. MCP/FCP breakout
  - xv. PLC breakout
  - xvi. Estop zone layout
  - xvii. Control room location (if applicable)



- xviii. Incorporate the comments and requirements of the approved 30% design into the development of the 70% design development package
- xix. C&S to develop 70% facility design drawings to include:
  - 1. Architecture
  - 2. Structural
  - 3. MEP systems
  - 4. Fire protection/fire alarm
  - 5. Information Technology (IT)
  - 6. Security/access control/CCTV
- xx. BIM Coordination
- b. Develop 70% Specifications to include:
  - i. Front End based on Airport template
  - ii. BHS/CBIS and facility construction
  - iii. CBIS Description of Operations outlining the basic functional and operational requirements
  - iv. Screening equipment integration requirements
  - v. Specific reference to the responsibility of the BHS contractor to meet TSA-specified CBIS design performance requirements and current CBIS commissioning requirements for final TSA approval
  - vi. CBIS reporting capabilities requirements
- c. Operational Standards Assessment (Simulation Modeling)
  - i. Modify the AutoMOD simulation model
    - 1. Simulate the system based on design changes made during the 30% phase
    - 2. Make incremental modifications to the model to provide system efficiencies to maximize the capacity of the new machines
- d. Update Screening Equipment Document
- e. Develop preliminary contingency plan
- f. Develop preliminary configuration management plan.
- g. Prepare 70% estimate of probable construction and O&M costs
- h. Update project schedule
- i. Updated Basis of Design Report
  - i. Include bag time in system calculations
  - ii. Refinements to the Description of Operations
  - iii. Updated list of EDS equipment by make, model, and serial number, that will be decommissioned after the proposed in-line system is operational
  - iv. Stakeholder Notification Documentation
- j. Meet with governing authorities, including Fire Marshal, to review 70% documents for code compliance and permitting requirements
- k. Assemble and submit the 70% design package via TSA protocol defined in PGDS
- l. Attend project meetings with ILDT
- m. Attend meetings to assist in the review process with stakeholders
- n. Respond to TSA comments via review sheet

**2. Deliverables:**

- a. Basis of Design Report (BDR)
- b. Screening Equipment Document (SSI)
- c. BHS 70% design drawings
- d. 70% current working estimate and updated LCAA
- e. 70% Specifications including “front-end” specifications
- f. Preliminary Contingency Plan





- g. Preliminary Configuration Management Plan
- h. Project schedule
- i. Stakeholder notification documentation
- j. Written response to TSA comments

**3. Meetings:**

- a. Internal progress/review meetings via conference call
- b. Technical Interchange Meetings with TSA via conference call – assumed 2 calls
- c. Meetings with ILDT via conference call
- d. Meetings with governing authorities, including fire marshal, to review 70% documents for code compliance and permitting (on site) – 3 people, 2 days.
- e. Additional budgeted on-site meetings – 2 meetings, 1 person, 2 days each

## 100% DESIGN

The team will create the final 100% design based on the TSA approved 70% design package. The team will develop required deliverable packages for 100% design, coordinate design effort with all stakeholders, and attend project meetings, as necessary.

**1. Activities:**

- a. Develop 100% design documents for all disciplines to include:
  - i. Final Architectural, Engineering, and BHS/CBIS plans, sections, elevations, and details
  - ii. Phasing Plans as required to properly phase construction activities
  - iii. CBIS equipment integration requirements of the TSA's equipment suppliers
  - iv. Incorporate TSA review comments
  - v. BIM Coordination
- b. Update Project specifications to include:
  - i. Front End, Architectural, Engineering, and BHS/CBIS specifications including maintenance and warranty information
  - ii. Screening equipment integration requirements
  - iii. CBIS Description of Operations outlining the basic functional and operational requirements
  - iv. Specific reference to the responsibility of the BHS contractor to meet TSA-specified CBIS design performance requirements and current CBIS commissioning requirements for final TSA approval
  - v. Documentation on the reporting capabilities designed for the CBIS
- c. Prepare final list of new and decommissioned screening equipment
- d. Finalize Basis of Design Report to include:
  - i. Plan view .pdf drawing of the entire system
  - ii. Final Description of Operations
  - iii. Updated list of EDS equipment by make, model, and serial number, that will be decommissioned after the proposed in-line system is operational
  - iv. Stakeholder Notification Documentation
- e. Update Screening Equipment Document (SSI)
- f. Prepare Final Contingency Plan
- g. Prepare Final Configuration Management Plan
- h. Update CWE and LCCA
- i. Prepare Final Proposed Project Schedule
- j. Respond to TSA comment via review sheet
- k. Attend project meetings with stakeholders



- I. Assemble and submit the 100% design package via TSA protocol defined in PGDS
    - m. Prepare 100% R1 based on TSA comments and submit.
- 2. **Deliverables:**
  - a. Basis of Design Report (BDR)
  - b. Screening Equipment Document (SSI)
  - c. 100% design drawings
  - d. 100% CWE and LCCA
  - e. 100% Specifications
  - f. Final Contingency Plan
  - g. Final Configuration Management Plan
  - h. Project schedule
  - i. Stakeholder notification documentation
  - j. National Environmental Policy Act form completion
  - k. Written response to TSA comments
- 3. **Meetings:**
  - a. Internal progress/review meetings via conference call
  - b. Technical Interchange Meetings with TSA via conference call – assumed 2 calls
  - c. Meeting with the ILDT to review and approve the BHS/CBIS contract documents
  - d. Additional budgeted on-site meetings – 1 meeting, 1 person, 2 days

## BIDDING & NEGOTIATION

The purpose of this phase is to provide bid documentation and solicitation assistance to promote the project within the construction community to solicit viable project bids, to evaluate and assess those bids so that appropriate contractors are selected, and to secure contracts with the selected contractors. Within this process contract documents will be issued for construction based on additional information delineation agreed to with the selected contractors through the process of addendums, Requests For Information (RFIs), and Supplemental Information (SI).

- 1. **Activities:**
  - a. Procurement
    - i. Solicitation
      - 1. Assist the Airport in the preparation of bid documents.
    - ii. Source Selection (Bidding/Negotiation Services)
      - 1. Receive, coordinate, and respond to RFIs
      - 2. Coordinate, prepare, and distribute Addenda
      - 3. Conduct bid evaluation
      - 4. Assist in the analysis of Alternates/Substitutions
  - b. Conformed Set
    - i. CBIS Contract Document Updates
      - 1. Incorporate the comments and requirements of the approved Bid Documents and any RFIs, SIs and addendums from the Bid Documents
      - 2. Identify changes by Addendum in specifications by indication in left-hand column
    - ii. Conformed Set Deliverables
      - 1. Provide five full sized hard copy sets of drawings and specifications to be used by the contractor
      - 2. Provide drawings and specifications to ACAA in native and .pdf formats.
  - c. TSA Facility Modification OTA Application Assistance (FAC MOD)



- i. Assist the contractor in developing a complete CWE (current working estimate) for the project in TSA's format with allocable and non-allocable costs defined.
- ii. Develop Construction Administration fees with allocable and non-allocable costs defined.
- iii. Assist ACAA in updating the FAC MOD OTA application.
- iv. Package FAC MOD OTA application and design and construction fees for delivery to TSA.
- v. Submit documentation to TSA.
- vi. Assist ACAA in negotiations with TSA.

**2. Deliverables:**

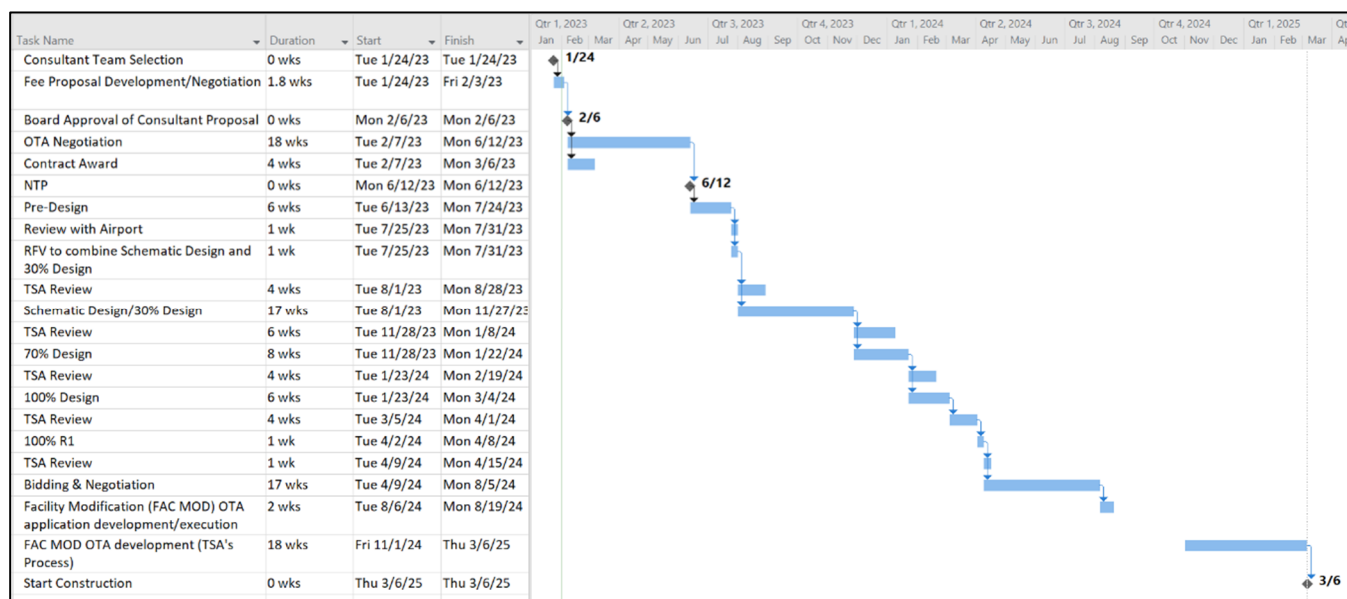
- a. Updated IFB Package
- b. Conformed Set
- c. FAC MOD OTA package
- d. Meeting minutes for weekly conference calls

**3. Meetings:**

- a. Weekly coordination via conference calls
- b. Attend pre-bid meeting in person – 1 person, 2 days.
- c. Virtual meetings with TSA to negotiate scope and fee for construction and construction related activities.
- d. One other in-person meeting will be budgeted for this phase if needed – 1 person, 2 days.

## PROPOSED SCHEDULE

The following schedule has been developed based on VTC's understanding of the project and TSA's requirements, as a basis for this fee proposal. It is anticipated that adjustment will be made through coordination with ACAA once scope and project requirements are finalized.



The above schedule shows a break between the submittal of the FAC MOD OTA application and TSA's FAC MOD development process because applications submitted after May 1<sup>st</sup> of a given year are held until funding is received

for the following year. TSA's fiscal year starts in October. We understand that the agency usually received funding at the end of October, therefore November 1<sup>st</sup>, 2024, has been used as a start date for TSA's FAC MOD Process to receive FY25 funding.

It is understood that ACAA would prefer to meet the May 1<sup>st</sup> deadline for FY24 funding. Our initial findings are that in order to meet that deadline, significant time will need to be removed from both SD/30% Design and Bidding & Negotiation. The VTC team will work with ACAA to determine if portions of the schedule can be shortened to meet this deadline.

## COMPENSATION

This proposal is offered on a Lump Sum basis for Labor. Expenses will be invoiced based on actual cost.

Total Compensation inclusive of labor and expenses is **\$1,000,303.15**, which includes **\$972,259.00** in labor and **\$28,044.15** in reimbursable expenses.

The following chart lists labor cost by phase and discipline; reimbursables by discipline; allocable percentages; allocable/non-allocable costs; and TSA/ACAA cost shares.

Discipline	Pre-design	Schematic Design/30% Design	70% Design	100% Design	Bidding & Negotiation	Reimbursables	Total Cost by Discipline	Allocable %	Allocable Cost	Non-Allocable Cost
BHS/CBIS - VTC	\$73,821.00	\$109,595.00	\$122,982.00	\$72,637.00	\$37,850.00	\$17,544.15	<b>\$434,429.15</b>	87%	\$377,953.36	\$56,475.79
Architectural - C&S	\$24,510.00	\$102,696.00	\$83,696.00	\$58,778.00	\$24,048.00	\$7,500.00	<b>\$301,228.00</b>	65%	\$195,798.20	\$105,429.80
Structural - C&S	\$1,000.00	\$2,766.00	\$3,094.00	\$12,104.00	\$1,000.00	\$500.00	<b>\$20,464.00</b>	100%	\$20,464.00	\$0.00
Life Safety Sprinklers and Fire Alarm - C&S	\$1,000.00	\$12,670.00	\$16,734.00	\$11,854.00	\$1,000.00	\$500.00	<b>\$43,758.00</b>	65%	\$28,442.70	\$15,315.30
Plumbing - C&S	\$1,000.00	\$12,912.00	\$17,508.00	\$16,764.00	\$1,000.00	\$500.00	<b>\$49,684.00</b>	65%	\$32,294.60	\$17,389.40
HVAC - C&S	\$1,000.00	\$18,278.00	\$23,112.00	\$20,794.00	\$1,000.00	\$500.00	<b>\$64,684.00</b>	65%	\$42,044.60	\$22,639.40
Electrical - C&S	\$1,000.00	\$16,684.00	\$21,560.00	\$15,656.00	\$1,000.00	\$500.00	<b>\$56,400.00</b>	75%	\$42,300.00	\$14,100.00
Telecommunications and Security - C&S	\$1,000.00	\$3,906.00	\$13,206.00	\$10,044.00	\$1,000.00	\$500.00	<b>\$29,656.00</b>	80%	\$23,724.80	\$5,931.20
<b>Total Proposed</b>	<b>\$104,331.00</b>	<b>\$279,507.00</b>	<b>\$301,892.00</b>	<b>\$218,631.00</b>	<b>\$67,898.00</b>	<b>\$28,044.15</b>	<b>\$1,000,303.15</b>	<b>76%</b>	<b>\$763,022.26</b>	<b>\$237,280.89</b>
							<b>TSA's Cost</b>	95% of Allocable	<b>\$724,871.15</b>	
							<b>ACAA's Cost</b>	Remainder	<b>\$275,432.00</b>	

C&S's proposal is included at the end of this proposal for reference.

### Explanation of Allocable/Non-Allocable Items:

- All work will be within the existing footprint of the building.
- BHS/CBIS – Non-allocable items include makeup units, sortation to makeup from the last clear merge point from CBIS/CBRA, and new ticket counter conveyor up to each mainline merge.
- Architectural, Life Safety, Plumbing, HVAC, and Telecommunications/Security – Non-allocable areas include renovation to ATO and makeup spaces.
- Structural – all structural work in this case is considered allocable because it is required modifications to interior space to open up enough contiguous area to create a space for the CBIS and CBRA.



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## ASSUMPTIONS

- A. This proposal is offered on a Lump Sum basis for Labor. Expenses will be invoiced based on actual cost.
- B. Travel expenses estimated are based on the number and duration of trips listed in the individual consultant detailed breakdowns included in Appendix II. Additional trips requested by ACAA will be billed at cost with approval from ACAA.
- C. The project schedule duration is assumed to be 58 weeks based on the following:
  - 1. Pre-design 7 weeks
  - 2. Schematic Design/30% Design 17 weeks
  - 3. 70% Design 8 weeks
  - 4. 100% Design 7 weeks
  - 5. Bidding & Negotiation 17 weeks
  - 6. FAC MOD OTA Application 2 Weeks
- D. It is assumed that TSA will approve a request for variance to combine Schematic Design and 30% Design.
- E. Approximately 25,000 SF of existing interior space will be renovated to accommodate this project. That includes approximately 10,000 SF of ATO/Office space and 15,000 SF of makeup are. A percentage of the space will be used for CBIS/CBRA. The remaining back of house space will be used to create a new makeup area. The remaining ATO space will be reconfigured to create new ATO space. The current number of ticket counter conveyor lines and right-of-ways is expected to be reduced.
- F. After pre-design, schematic design/30% and 70% design, the design team will not wait for TSA comments before starting the next phase of the project. Comments will be incorporated into the next phase when they are received.
- G. It is assumed that scanning will be complete by commencement of the Schematic Design activities and that field investigation and surveying will be completed by commencement of 30% Design activities for use in the design process.
- H. The BIM design process and use of Revit are assumed for design team coordination purposes. It is assumed ACAA is not expecting Revit modeling beyond what is necessary for coordination and to produce construction documents.
- I. The proposed fee assumes the Project in its entirety will be designed and submitted in one package. Multiple packages are not included.
- J. Redesign efforts due to major changes in design, after 70% Design Phase, from previous submissions is excluded and will be considered an additional service.
- K. C&S will provide a design with sustainable considerations in mind and as available to the project. However, it is assumed any type of green certification is not a facility requirement and not a part of this project.
- L. It is assumed there is no building addition or expansion of footprint.
- M. It is assumed that adequate utilities existing to serve the space, including electrical supply, and no upgrades are required.
- N. Excludes hazardous building materials sampling or abatement design.





- O. Access to the site for inspection/survey can only be performed during day hours and will be coordinated by the Client. Client will coordinate the necessary escort for the Consultant and subcontractors to access the restricted areas located within "movement" areas of the airport.
- P. Preparation of one (1) bid package for bidding.
- Q. Any services not specifically identified in this scope of work are not anticipated and excluded.
- R. Building Scan:
  - 1. C&S has unobstructed access to the facility or will be provided an escort who has access to all rooms.
  - 2. C&S is not delayed or prevented from performing work due to other activities in the facility.
  - 3. For external scanning, Client is responsible for obtaining any required permission for use of a scanner, e.g., in vicinity of an airport.
  - 4. Survey services included geo-referencing and topographical information will not be provided.
  - 5. Scans are not geo-referenced or on any state plane. C&S will best fit the model to existing features on the existing cad file or set a project relative coordinate system.
- S. Replacement of existing head-end equipment for camera surveillance, door access and control, baggage information displays, etc. is not required.
- T. Low voltage work is confined to the current project area other than cabling transit to existing telecommunications and security rooms.
- U. Subsurface utility location is not included in this proposal.
- V. Geotechnical Services are not included in this proposal.
- W. Construction Administration Services are not included in this proposal and will be submitted under a separate proposal during Bidding and Negotiation.

Thank you for allowing us to support ACAA on this project. We look forward to working together to make the project a success for the Airport and all project stakeholders. Please let us know if you need any additional information or clarifications to this proposal.

Sincerely,



Christine H. Norton  
CEO



**\*\*\*SENT VIA EMAIL\*\*\***

February 1, 2023

Chris Norton, CEO  
VTC  
3751 New York Avenue, Suite 140  
Arlington, Texas 76014

Re: New Checked Baggage Inspection System  
Albany International Airport  
Albany County Airport Authority

Dear Chris,

C&S Engineers, Inc. ("Architect/Engineer/Consultant/C&S") is pleased to submit this proposal to render building architecture and engineering sub-consulting services to VTC ("Client") in connection with the design of a centralized in-line Checked Baggage Inspection System (CBIS) system, baggage makeup area and associated facilities to house the system that will replace the individual mini-inline screening systems located within the current Airline baggage makeup spaces. (hereinafter called the "Project"). Our Basic Services will consist of providing architectural and the following building related engineering services: structural, fire suppression, plumbing, HVAC, fire alarm, telecommunications, security, and electrical.

## **SCOPE OF WORK**

### **Project Description:**

The design scope anticipates a three-machine checked baggage inspection system using medium speed machines that is compliant with TSA Planning Guidelines and Design Standards (PGDS) Version 7.

Design Services involve five (5) design phases including Pre-Design, Schematic Design, 30% Design, 70% Design, and 100% Design, plus Bidding and Negotiation, per PGDS version 7 requirements. However, in the interest of schedule, we intend to streamline the process by requesting a variance from TSA to combine Schematic Design and 30% Design. There should be no objection to this from TSA if they are in agreement with our Pre-Design.

Services to be provided by the CONSULTANT shall include the following items ("Basic Services"):

### **PRE-DESIGN PHASE**

The specific services to be provided or furnished for this Phase of the Project are the following:

1. Perform project management duties such as project planning, invoice preparation, schedule coordination and coordination of design team.
2. Provide to the CLIENT monthly project status reports.
3. Schedule coordination- consultant shall provide continued coordination so that project schedules are met for each phase of work included in this contract. Particular phases of design may be delayed by the review processes.
4. Attend project kick-off meeting and site verification walkthrough
5. Attend virtual coordination and review meetings with design team, Airport, stakeholders, and/or TSA as needed assume six meetings).
6. Building Design and Documentation:
  - a. Gather and review existing building documentation provided by ACAA
  - b. Perform a Code review based on the New York State governing family of Codes.
  - c. Perform a 3D scan of the existing spaces impacted
7. Support alternative development for Preferred Alternative Analysis Report (PAAR)
  - a. Develop architectural floor plan for three alternatives
  - b. Develop narratives of building related modifications to support alternatives:
    - i. Define structural modifications required for alternatives
    - ii. Define approximate equipment sizes and capacities for modifications to heating, ventilation, and cooling systems.
    - iii. Establish approximate sizes of major electrical components and overall project loads
    - iv. Define plumbing related modifications, if any
    - v. Define fire protection and fire alarm system modifications
    - vi. Define telecommunication and security system modifications
8. Provide an opinion of probable construction cost to reflect the alternatives
9. Perform internal quality control review on all design documents.
10. Schedule and conduct a design review meeting to discuss and resolve comments.
11. Review and develop written responses to all comments received.

## **SCHEMATIC DESIGN / 30% DESIGN PHASE**

The specific items of work shall include:

1. Perform project management duties such as project planning, invoice preparation, schedule coordination and coordination of design team.
2. Provide to the CLIENT monthly project status reports.
3. Attend virtual Project Meetings as needed (assume 10) and on-site meetings (assume four).
4. Schedule coordination- consultant shall provide continued coordination so that project schedules are met for each phase of work included in this contract. Particular phases of design may be delayed by the review processes.
5. Prepare preliminary contract drawings (approx. 30% complete) providing sufficient detail for review of design concept for preferred alternative.
  - a. Architectural
    - i. Progress building floor plans, building sections and elevations with general dimensions and wall construction information.
    - ii. Develop Code Compliance drawing to include: accessibility provisions, construction classification, Life Safety Plan, required fire ratings, etc.
    - iii. Define typical construction details.
    - iv. Develop door schedules
    - v. Develop preliminary phasing plans
  - b. Structural
    - i. Coordinate with architectural and BHS design to determine any required structural modifications, shoring, and demolition.
    - ii. Coordinate critical clearance requirements with architectural and MEP systems
  - c. Plumbing
    - i. Review plumbing-specific requirements and modifications to floor drains and roof drainage piping.
    - ii. Review potential impacts to renovations in ticket office spaces impacted by new BHS layout (toilet rooms, breakrooms, etc.).

d. Mechanical

- i. Perform load calculations and outdoor air ventilation calculations for proposed layout
- ii. Develop preliminary sizes for HVAC equipment based on load calculations
- iii. Provide preliminary selections for necessary HVAC equipment.
- iv. Incorporate preliminary selections, locations, and schedules for the above equipment into drawings
- v. Coordinate openings, clearances, and/or chase requirements. Roof openings shall be avoided unless absolutely necessary.

e. Fire Protection and Fire Alarm

- i. Design necessary modifications to the fire suppression and fire alarm systems based on new BHS layout and demolition.
- ii. Coordinate equipment layout and locations.

f. Electrical

- i. Determine electrical load and voltage requirements for new equipment (i.e. 208/120V, Single-phase/Three-Phase or 480/277V, Three-phase).
- ii. Design major equipment components (panel boards, transformers, lighting, and appliance panels) within the electrical spaces with adherence to the National Electrical Code minimum requirements for clearances.
- iii. Determine preliminary panel board sizes.
- iv. For interior lighting, the team will select preliminary luminaires and perform preliminary photometric calculations.

g. Communications and Security

- i. Review communication/security-specific requirements.
- ii. Review impacts to access control and video surveillance systems
- iii. Establish approximate sizes of major communications components.
- iv. Identify clearances and chases required.

6. Develop an outline of technical specifications

7. Perform internal quality control review on all design documents.

8. Refine Opinion of Probable Construction Costs

9. Review and develop written responses to all comments received.

## 70% DESIGN PHASE

The 70% design phase is intended to further refine and describe the size and character of the project including architectural, structural, mechanical, and electrical system. Specific items of work shall include:

1. Perform project management duties such as project planning, invoice preparation, schedule coordination and coordination of design team.
2. Provide to the CLIENT monthly project status reports.
3. Schedule coordination- consultant shall provide continued coordination so that project schedules are met for each phase of work included in this contract. Particular phases of design may be delayed by the review processes.
4. Attend virtual Project Meetings as needed (assume 10) and on-site meetings (assume four). Attend meeting with AHJ to review project scope and respond to comments.
5. Prepare 70% Design Drawings incorporating pertinent design aspects of the project and surrounding site.
  - a. Architectural
    - i. Further develop building floor plans, building sections and elevations with general dimensions to provide scale and proportions.
    - ii. Define typical construction details.
    - iii. Define wall-types to define required fire and/or acoustical ratings.
    - iv. Update Building Code Compliance Plan and refine Code Review based on any floor plan modifications since previous phase.
    - v. Define door schedules.
    - vi. Develop preliminary phasing plans
  - b. Structural
    - i. Coordinate critical clearance, penetration, and opening requirements through structural systems with architectural and MEP systems.
    - ii. Coordinate required structural support for BHS and MEP systems.
  - c. Plumbing
    - i. Develop modifications to drainage systems
    - ii. Develop renovations to impacted plumbing in ATO spaces.



d. Mechanical

- i. Finalize sizes for HVAC equipment based on load calculations.
- ii. Coordinate with vendors and finalize unit selections for HVAC equipment.
- iii. Ductwork and mechanical pipe routing will be developed to provide necessary cooling/heating.
- iv. Coordinate with Architectural for ceiling and floor plan layout.
- v. Develop project specific details.
- vi. Provide updated mechanical schedules based on equipment selections.
- vii. Finalize electrical loads for equipment and coordinate with Electrical.
- viii. Develop preliminary energy calculations.

e. Fire Protection and Fire Alarm

- i. Develop sprinkler coverage area and layout.
- ii. Develop sprinkler pipe routing.
- iii. Develop fire alarm and notification device layout.
- iv. Develop fire alarm sequence of operations matrix.
- v. Coordinate interfaces with mechanical and electrical systems.

f. Electrical

- i. Finalize electrical load requirements.
- ii. A one-line diagram will be developed with appropriate panel board sizes and feeder sizes with taking into account any voltage drop.
- iii. Branch circuits (equipment, receptacles, and lighting) will be designed.
- iv. Panel schedules will be created.
- v. Power distribution will be provided for BHS and all mechanical equipment for heating, cooling and ventilation, and for all communications and security.
- vi. Further develop lighting plan.

g. Communications and Security

- i. Further develop security system modifications based on previous coordination with BHS and any comments from previous submission.
- ii. Further develop communication system modifications based on previous coordination with BHS and any comments from previous submission.

- iii. Develop routing of main above ceiling pathways.
  - iv. Coordinate with BHS for connection routing and requirements.
  - v. Finalize sizes of major communications components.
6. Develop preliminary technical specifications for each trade.
  7. Update preliminary opinion of probable construction costs for each major element of the Project.
  8. Update Basis of Design narrative.
  9. Perform internal quality control review on all design documents.
  10. Review and develop written responses to all comments received.

## **100% DESIGN PHASE**

The work included under this Phase shall generally consist of all work required to furnish VTC with a complete set of contract documents including Final Plans, Specifications, and probable construction costs. Specifically, this work will include revising the 70% submittal information to comply with comments and then completion of the final design. Plans and Specifications, suitable for lump sum bidding and permit submission, will be completed. Specific items of work include:

1. Perform project management duties such as project planning, invoice preparation, schedule coordination and coordination of design team.
2. Provide to the CLIENT monthly project status reports.
3. Schedule coordination- consultant shall provide continued coordination so that project schedules are met for each phase of work included in this contract. Particular phases of design may be delayed by the review processes.
4. Attend virtual Project Meetings as needed (assume 10) and on-site meetings (assume four).
5. Prepare 90% Contract Drawings and Specifications incorporating all design aspects of the project to clearly describe the construction requirements for bidding and execution. This work will include dimensioning and delineation of plans, sections, elevations, and details, as well as schedules to define the work.
  - a. Finalize three-dimensional (BIM) modeling of the Facility.
  - b. Perform internal constructability review.
  - c. Design Team shall coordinate between design discipline leads, other design team

members, and airport for phasing to incorporate into drawings.

d. Architectural

- i. Update building floor plans, building sections, and elevations.
- ii. Update construction details.
- iii. Update wall-types and required fire and/or acoustical ratings.
- iv. Update Code Compliance Plan and Code Review based on any floor plan modifications since previous phase.
- v. Update door schedule.
- vi. Update Phasing Plans

e. Structural

- i. Coordinate critical clearance, penetration and opening requirements through structural systems with architectural and MEP systems.
- ii. Coordinate required structural support for BHS, equipment, and MEP systems.

f. Plumbing

- i. Finalize modifications to drainage systems
- ii. Finalize renovations to plumbing facilities in ATO spaces.

g. Mechanical

- i. Finalize HVAC equipment and capacities based on final layout.
- ii. Finalize equipment layout in ceiling cavity and on exterior of facility as necessary.
- iii. Finalize ductwork routing and sizes.
- iv. Finalize mechanical pipe routing and sizes.
- v. Finalize diffuser and return locations coordinated with ceiling plan and wall layout.
- vi. Finalize project specific details.
- vii. Finalize mechanical schedules based on equipment selections.
- viii. Finalize energy calculations to be submitted with final design documents.

h. Fire Protection and Fire Alarm

- i. Finalize equipment layout, sizes, and locations.
- ii. Finalize hydraulic calculations.

- iii. Finalize technical specifications.
- iv. Finalize drawings and details.
- i. Electrical
  - i. Finalize coordination with other disciplines for electrical power requirements for equipment.
  - ii. Finalize electrical requirements.
  - iii. Finalize interior lighting layout and fixtures with ceiling and wall types.
  - iv. Finalize switch/controls requirements for each space throughout facility.
  - v. Finalize branch circuits (equipment, receptacles, and lighting).
  - vi. Finalize Panel schedules.
- j. Communications and Security
  - i. Finalize coordination with IT department.
  - ii. Finalize sizes of major communications components.
  - iii. Finalize security system design.
  - iv. Finalize communication system design.
- 6. Finalize technical specifications manual for bid package.
- 7. Finalize opinion of probable construction costs for each major element of the Project.
- 8. Finalize Basis of Design narrative
- 9. Perform internal quality control review on all design documents.
- 10. Review and develop written responses to all comments received.
- 11. Provide drawings for submission to AHJ as required for permitting.
- 12. Update comments and finalize documents.

## **BIDDING AND NEGOTIATION**

The bid phase is that time frame between completion of the design process and beginning of actual construction when the ACAA publicly advertises and receives bids, awards contracts to the lowest responsible bidder and executes a construction contract to perform the work with the successful contractors. The CONSULTANT shall assist VTC during this phase as required. Specifically, the work shall consist of:

1. Attend Pre-Bid Meeting and walkthrough.

2. Receive and respond as required to questions from potential bidders regarding the contract documents.
3. Assist VTC and ACAA in bid reviews and FAC MOD OTA Application.
4. Prepare Conformed set of Construction Drawings and Technical Specifications.

## **SCHEDULE**

### **ANTICIPATED SCHEDULE & DELIVERABLES**

C&S will approach the project based on the schedule provided by VTC on January 28, 2023.

### **FEES**

**Professional Fees:** In exchange for performance of our services, you agree to pay us for Basic Services, lump sum, Professional Fees in the amount of \$555,374 and reimbursable expenses in the amount of \$10,500.

**CONSTRUCTION ADMINISTRATION PHASE - NOT CURRENTLY INCLUDED IN THIS PROPOSAL.**

### **ASSUMPTIONS AND EXCLUSIONS**

The conditions and considerations in developing the scope and fee for the project described above include:

1. It is assumed all field investigation, surveying, scanning, etc. will be complete by commencement of the Schematic Design stage for use in the design process.
2. The BIM design process and use of Revit are assumed for design team coordination purposes. It is assumed ACAA is not expecting modeling beyond what is necessary for coordination and to produce construction documents.
3. The proposed fee assumes the Project in its entirety will be designed and submitted in one package. Multiple packages are not included.
4. Redesign efforts due to major changes in design, after 70% Design Phase, from previous submissions is excluded and will be considered an additional service.
5. C&S will provide a design with sustainable considerations in mind and as available to the project. However, it is assumed any type of green certification is not a facility requirement and not a part of this project.
6. It is assumed there is no building addition or expansion of footprint.
7. It is assumed that adequate utilities existing to serve the space, including electrical supply, and no upgrades are required.

8. Excludes hazardous building materials sampling or abatement design.
9. Access to the site for inspection/survey can only be performed during day hours and will be coordinated by the CLIENT. CLIENT will coordinate the necessary escort for the CONSULTANT and subcontractors to access the restricted areas located within "movement" areas of the airport.
10. Preparation of one (1) bid package for bidding.
11. Any services not specifically identified in this scope of work are not anticipated and excluded.
12. Building Scan:
  - a. C&S has unobstructed access to the facility or will be provided an escort who has access to all rooms.
  - b. C&S is not delayed or prevented from performing work due to other activities in the facility.
  - c. For external scanning, Client is responsible for obtaining any required permission for use of a scanner, e.g. in vicinity of an airport.
  - d. Survey services included geo-referencing and topographical information will not be provided.
  - e. Scans are not geo-referenced or on any state plane. C&S will best fit the model to existing features on the existing cad file or set a project relative coordinate system.

## TERMS AND CONDITIONS

The Terms and Conditions governing the performance and payment of our services proposed herein, including respective responsibilities and other pertinent matters, are set forth in Exhibit "A", "Terms and Conditions (Design Phase), attached hereto.

If this letter proposal, together with its Exhibit "A" - governing Terms and Conditions, description of services to be rendered, and fee schedule, meets with your approval, kindly acknowledge the same on the line indicated below and return to the undersigned. This letter proposal will become an agreement upon your acceptance, as acknowledged below. Your acceptance will constitute authorization to C&S to proceed with performing the Basic Services.

This letter proposal, together with attached Exhibit A, constitutes the entire agreement between us with respect to its subject matter and supersedes all prior and contemporaneous written or oral understandings with respect to that subject matter. This proposal may be amended, supplemented, modified, or canceled only by a written instrument signed by both parties.



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

Very truly yours,

C&S ENGINEERS, INC.



Michael W. LaMontagne, AIA  
Senior Principal Architect

Accepted this \_\_\_\_\_ day of  
\_\_\_\_\_, 2023.

By: \_\_\_\_\_  
Authorized Representative

*\*C&S Architects, Engineers, & Landscape Architect, PLLC is our primary architectural practice; however, C&S Engineers, Inc. will be the contracting entity*



## EXHIBIT "A" – TERMS & CONDITIONS

EXHIBIT "B"  
TERMS & CONDITIONS (Design Phase)

These Terms and Conditions govern the performance by or through C & S Engineers, Inc. (which may be referred to herein as "Consultant" or "Engineer" or "C&S"), of the Scope of Services set forth in the letter part of the agreement (this "Agreement") to which this Exhibit "B" is attached and of which it is made a part (this "Agreement") and/or in Exhibit "A" attached to and made a part of this Agreement, by and between Consultant and Owner (who may be referred to herein as "Owner" or "Sponsor" or "Client"). Capitalized terms used herein, unless otherwise defined where used, have the meanings ascribed to them in this Agreement and/or the Scope of Services.

Owner and Consultant agree that Consultant's performance of the Scope of Services is subject to the following:

#### **1.01 Basic Services**

Consultant shall provide, or cause to be provided, the Scope of Services (the "Basic Services"), and Owner shall pay Consultant for such Basic Services as set forth in Section 2.01, below.

#### **2.01 Payment Procedures**

A. *Terms of Payment.* Refer to the letter part of this Agreement for the amount and method of compensation and the manner of payment to Consultant for providing the Basic Services.

B. *Preparation of Invoices.* Consultant will prepare a monthly invoice in accordance with Consultant's standard invoicing practices and submit the invoice, along with any supporting documentation that Owner may require, to Owner for processing. If Owner objects to any portion of an invoice submitted by Consultant, then Owner shall so advise Consultant in writing giving the specific reasons for rejection and the amount in dispute within fourteen (14) days of receipt of such invoice. If no such objection is made, then the invoice as submitted will be considered acceptable to Owner. Owner shall pay those portions of the invoice not in dispute as set forth in Subsection 2.01.C, below. Consultant must re-submit the disputed portion of the invoice in a manner satisfactory to Owner. If a dispute over invoiced amounts cannot be resolved after two (2) re-submittals, then the parties shall attempt to resolve the dispute in accordance with the procedure set forth in Section 11.01, below.

C. *Payment of Invoices.* Invoices are due and payable within thirty (30) days of receipt by Owner. If Owner fails to make any payment due to Consultant for Basic and any Additional Services (as described in Section 3.01, below) and reimbursable expenses invoiced in accordance with Subsection 2.01.B, above, within thirty (30) days after receipt of Consultant's invoice therefor, then the amount due Consultant will be increased at the rate of 1.5% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth (30<sup>th</sup>) day. In addition, Consultant may, without liability, after giving seven (7) days' prior written notice to Owner, suspend performance of all Basic and any Additional Services under this Agreement until Consultant has been paid in full all amounts due for such Services, reimbursable expenses, and other Project-related charges, and in such case Owner waives any and all claims against Consultant for such suspension. The period of service set forth in Section 9.01, below, and the amount of compensation set forth in the letter part of this Agreement shall be increased to reflect appropriately Consultant's costs of suspending, delaying, and resuming performance. Payments will be credited first to interest and then to principal. Owner shall pay all expenses incurred by Consultant as a result of Owner's failure to fulfill its obligations under this Section 2.01, including, but not limited to, costs, disbursements, and attorney's fees. Payment of invoices shall not be subject to any discounts, back charges, or set-offs by Owner.

D. *Payment upon Termination.* In the event of termination of Engineer's services before their completion (as described in Section 5.01.B, below), Consultant shall invoice Owner, and Owner shall pay Consultant, for all Services rendered up to the effective date of

termination in accordance with the method of compensation described in this Agreement (except that under the lump sum method, the adjusted fee shall be determined by proportioning the stipulated amount to reflect the percentage of completion of Consultant's Basic and Additional Services as of the effective date of termination); for reimbursable expenses incurred; for the costs incurred to complete tasks whose value would otherwise be lost; to prepare notes as to the status of completed and incomplete tasks; to assemble Project records and materials; to reassign personnel; associated overhead costs; and for reasonable cancellation charges of subconsultants and subcontractors, if any.

E. *Legislative or Regulatory Actions.* If after the effective date of this Agreement any governmental entity takes a legislative or regulatory action that imposes taxes, fees, or charges upon Consultant's Services or compensation under this Agreement, then Consultant may include the amount of such taxes, fees, or charges in its invoice(s) as a reimbursable expense. Owner shall reimburse Consultant for the cost of such invoiced taxes, fees, and charges, which shall be in addition to Consultant's compensation under Subsection 2.01.A, above.

#### **3.01 Additional Services**

A. If authorized to do so by Owner, or if required because of changes in or to the Project (including changes necessitated by the enactment or revision of laws, codes, regulations, or official interpretations) or because of any delay, deficiency, or default of any contractor retained by Owner in connection with the construction of the Project (the "Work"), Consultant will furnish services in addition to the Basic Services ("Additional Services"). The Basic and any Additional Services may be referred to collectively in these Terms and Conditions as "Services" or "the Services."

B. Owner shall pay Consultant for Additional Services as follows: For Additional Services of Consultant's employees engaged directly on the Project, an amount equal to the cumulative hours charged to the Project by each category of Consultant's employees, multiplied by the standard hourly rate for each applicable billing class; plus reimbursable expenses and Consultant's subconsultant, subcontractor, and supplier charges, if any.

#### **4.01 Owner's Responsibilities**

In addition to the other responsibilities of Owner set forth in this Agreement, Owner is responsible for the following, and shall perform or provide the following at its expense and in a timely manner so as not to delay the performance of any of the Services by or on behalf of Consultant under this Agreement. Owner is responsible for, and Consultant may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by Owner pursuant to this Section 4.01. Consultant, its employees, and its subconsultants, subcontractors, and suppliers may use such requirements, programs, instructions reports, data, and information in performing or furnishing the Services under this Agreement.

A. Designate in writing a person to act as Owner's representative with respect to the Services to be rendered by or on behalf of Consultant pursuant to this Agreement. Such person shall have complete authority to transmit instructions, receive information, and interpret and define Owner's policies and decisions with respect to the Services for the Project. Consultant shall not rely upon directions from anyone outside the scope of that person's authority as set forth in such written delegation. Directions given and decisions made by Owner's representative shall be binding upon Owner.

B. Provide Consultant with all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints; space, capacity, and performance requirements; flexibility and expandability; and any budgetary limitations; furnish copies of all design and construction standards that Owner will require to be included

EXHIBIT "B"  
TERMS & CONDITIONS (Design Phase)

in the plans, drawings, and specifications prepared by Consultant for the Project; and, as and when applicable, furnish copies of Owner's standard forms, conditions, and required items for Consultant to include in the contract documents for the Project.

C. Advise Consultant of the identities and scopes of services of all other independent consultants employed or retained by Owner to perform or furnish services for the Project, including, but not limited to, cost estimating, Project peer review, value engineering, construction management, and constructability review services.

D. Assist Consultant by placing at Consultant's disposal all available information pertinent to the Project, including previous reports and any other data relative to the design or construction of the Project.

E. Furnish to Consultant, as required for performance of the Basic and any Additional Services (except to the extent provided otherwise in the Scope of Services), the following:

1. Data prepared by or services of others including, without limitation, borings, probings, and explorations of subsurface conditions, at or contiguous to the Project site, drawings of physical conditions relating to existing surface or subsurface structures at the Project site, or hydrographic surveys, and laboratory tests and inspections of samples, materials, and equipment;

2. Appropriate professional interpretations of all of the data furnished in accordance with Paragraph 4.01.E.1, above;

3. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental or cultural studies, as to the Project, the Project site, and areas adjacent to the Project site;

4. Property, boundary, easement, rights-of-way, topographic, and utility surveys;

5. Property descriptions;

6. Zoning, deed, and other land use restrictions; and

7. Other special data or consultations not covered in this Section 4.01; all of which Consultant, its employees, subconsultants, subcontractors, and suppliers may use and rely upon in performing the Services under this Agreement.

F. Arrange for safe access to, and make all provisions for Consultant, its employees, subconsultants, subcontractors, suppliers, and any necessary equipment to enter upon, such public and private property as is required for Consultant, its employees, subconsultants, subcontractors, and/or suppliers to perform the Services objectively and independently pursuant to this Agreement.

G. Examine all studies, reports, sketches, drawings, specifications, proposals, alternate solutions, and other Documents (as described in Paragraph 8.01.C, below) presented by Consultant; obtain the advice of an attorney, insurance counselor, and other consultants as Owner deems appropriate for such examination; and render in writing decisions pertaining thereto within a reasonable time so as not to delay the performance of any of the Services by Consultant.

H. Provide such accounting, independent cost estimating, and insurance counseling services as may be required for the Project; such legal services as Owner may require or Consultant may reasonably request with regard to legal issues pertaining to the Project, including any that may be raised by Project construction contractor(s); and such auditing services as Owner may require to ascertain that any Project construction contractor(s) is (are) complying with any law, rule, regulation, ordinance, code, or order applicable to their furnishing and performing the Work.

I. If Owner designates a construction manager or a person or entity to represent Owner at the Project site who is not Consultant or Consultant's agent or employee, define the duties, responsibilities, and limitations of authority of such other person or entity and the effect thereof upon the duties, authority, and responsibilities of Consultant and Consultant's agent or employee (and any assistants) in an exhibit that is identified in, attached to, and made a part of this Agreement before such services begin.

J. Furnish to Consultant data or estimated figures as to Owner's anticipated costs for services to be provided by others for Owner (such as services described in Subsections 4.01.H and I, above) so that Consultant may make the findings needed to support opinions of probable total Project costs as set forth in Section 10.01, below.

J. Give prompt written notice to Consultant whenever Owner observes or otherwise becomes aware of any hazardous environmental condition, as described in Subsection 8.01.E, below, or any development that affects the scope or timing of the performance by, through, or on behalf of Consultant of the Services, or any defect or non-conformance in the work of any Project construction contractor.

K. Require all Project construction contractors of any tier to carry workers' compensation, employer's liability, and commercial general liability insurance in the amounts required by applicable law or as considered by Owner to be appropriate for the Project, and require all Project construction contractors to name Owner, Consultant, and Consultant's subconsultants and subcontractors as additional insureds on all such construction contractors' liability insurance policies obtained and maintained in connection with the Project.

L. Inform Consultant in writing of any specific requirements of safety or security programs applicable to Consultant, its employees, subconsultants, subcontractors, and suppliers as visitors to the Project site.

M. Furnish, or direct Consultant to provide, Additional Services as set forth in Section 3.01, above.

## **5.01 Suspension and Termination**

### **A. Suspension**

1. *By Owner.* Owner may suspend the Project and Consultant's performance of Services therefor for up to ninety (90) days upon seven (7) days' prior written notice to Consultant.

2. *By Consultant.* Consultant may, after giving seven (7) days' prior written notice to Owner, suspend performance of Services under this Agreement if Consultant's performance thereof has been substantially delayed through no fault of Consultant or if Owner fails to pay Consultant as set forth in Section 2.01, above. Consultant shall have no liability to Owner, and Owner agrees to make no claim, for any delay or damage as a result of such suspension.

B. *Termination.* Consultant's obligation to provide Basic and any Additional Services under this Agreement may be terminated:

1. For cause,

EXHIBIT "B"  
TERMS & CONDITIONS (Design Phase)

a. By either party upon giving thirty (30) days' prior written notice to the other party

1) in the event of substantial failure by the other party to perform in accordance with this Agreement's terms through no fault of the terminating party, or

2) where the other party becomes insolvent; files, or has filed against it, a petition in bankruptcy; makes an assignment for the benefit of creditors; assigns, sublets, or transfers any rights under this Agreement, except as provided by the terms of Section 7.01, below; goes out of business; or ceases production.

b. By Consultant upon giving seven (7) days' prior written notice to Owner:

1) if Consultant believes that Consultant is being requested by Owner to furnish or perform any of the Services contrary to Consultant's responsibilities as a licensed professional firm; or

2) if Consultant's Basic or any Additional Services for the Project are delayed or suspended for more than ninety (90) days, consecutively or in the aggregate, by Owner, as set forth in Paragraph 5.01.A.1, above, or for reasons beyond Consultant's reasonable control, as set forth in Subsection 9.01.D, below; or

3) if the discovery of unanticipated or changed conditions including, but not limited to, hazardous or suspected hazardous environmental conditions, at the Project site alters substantially the necessary Scope of Services or the cost or risk involved in completing the Services.

Consultant shall have no liability to Owner on account of any such termination for cause.

c. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Subparagraph 5.01.B.1.a.1, above, if the party receiving such notice begins, within seven (7) days of receipt of such notice, to correct its failure and proceeds diligently to cure such failure within no more than thirty (30) days of receipt of such notice; provided, however, that if and to the extent that such substantial failure cannot be reasonably cured within such thirty (30)-day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case be more than, sixty (60) days after the date of receipt of the notice.

2. For convenience by Owner, upon fifteen (15) days' prior written notice to Consultant.

C. The terminating party under Paragraph 5.01.B.1 or 5.01.B.2, above, may set the effective date of termination at a time up to thirty (30) days later than otherwise provided to allow Consultant time to demobilize personnel and equipment from the Project site; to complete tasks whose value would otherwise be lost; to prepare notes as to the status of completed and incomplete tasks; and to assemble Project records and materials

## 6.01 Controlling Law; Venue

This Agreement, and all claims or causes of action (whether in contract, tort, or statute) that may be based upon, arise out of, or relate to this Agreement, or the negotiation, execution, or performance of this Agreement (including any claim or cause of action based upon, arising out of, related to, or asserting any representation or warranty made in connection with this Agreement or as an inducement to enter into this Agreement) shall be governed by and enforced in accordance with the internal laws of the State of New York, including its statutes of limitation, without regard to any conflict of laws provisions that may apply the laws of other jurisdictions.

## 7.01 Successors, Assigns, and Beneficiaries

A. Owner and Consultant each is hereby bound, and the partners, successors, executors, administrators, and legal representatives of Owner and Consultant (and, to the extent permitted by the terms of Subsection 7.01.B, below, the assigns of Owner and Consultant) are hereby bound, to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party with respect to all covenants, agreements, and obligations of this Agreement.

B. Neither Owner nor Consultant may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Subcontracting with or to subconsultants, subcontractors, and/or suppliers normally contemplated by Consultant to assist with the Services shall not be considered an assignment, subletting, or transfer for purposes of this Subsection 7.01.B.

C. Unless expressly provided otherwise in this Agreement, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner to Consultant to any construction contractor, subcontractor, supplier, or materialman, any other individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement are for the sole and exclusive benefit of Owner and Consultant and no one else.

## 8.01 General Considerations

A. The standard of care for all professional and related services performed or furnished by Consultant under this Agreement is the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no warranty or guarantee, express or implied, under this Agreement or otherwise, in connection with Consultant's Basic or Additional Services. Subject to the foregoing standard of care, Consultant, its employees, agents, subconsultants, subcontractors, and suppliers, may in the course of performing or furnishing Services use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

B. If Owner does not retain Consultant to provide Services during the bidding (if the construction of the Project is put out for bid) and the construction phases of the Project, then Consultant will not be responsible for, and Owner will indemnify and defend Consultant against, and hold Consultant harmless from, all claims, causes of action, damages, losses, and expenses (including, but not limited to, reasonable attorney's fees and any court, expert, and other costs) arising out of or resulting from any interpretation, clarification, substitution acceptance, shop drawing or sample approval, or modification of any documentation issued or carried out by Owner or others without the consultation and

EXHIBIT "B"  
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advice of Consultant. Nothing contained in this Subsection 8.01.B shall be construed to release Consultant (or Consultant's subconsultants or subcontractors) from liability for failing to perform in accordance with the standard of care set forth in Subsection 8.01.A, above, or from any duty or responsibility that Consultant (or Consultant's subconsultants or subcontractors) has undertaken or assumed in connection with this Agreement.

C. All data, reports, drawings, specifications, record drawings, and other deliverables, whether in printed, digital, or electronic media format, provided or furnished by Consultant to Owner pursuant to this Agreement (collectively, the "Documents") are instruments of service with respect to the Project, and Consultant retains an ownership and property interest (including the copyright and the right of reuse) therein, whether or not the Project is completed. Consultant grants to Owner a limited license to use the Documents on the Project, on extensions of the Project, and for related uses of Owner, subject to and contingent upon receipt by Consultant of full payment due and owing for all Services relating to preparation of the Documents and subject to the following limitations:

1. Owner acknowledges that the Documents are not intended or represented to be suitable for use on the Project unless completed by Consultant, or for reuse by Owner or others on extensions of the Project scope beyond that now contemplated, on any other project, or for any other use or purpose, without specific written verification or adaptation by Consultant as Additional Services.;
2. Any use or reuse or any modification of the Documents without written verification, completion, or adaptation by Consultant, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Consultant, or to Consultant's directors, officers, employees, agents, subconsultants, subcontractors, or other independent professional associates;
3. Owner shall indemnify Consultant and Consultant's directors, officers, employees, agents, subconsultants, subcontractors, and other independent professional associates and consultants against, and hold all and each of them harmless from, all claims, causes of action, losses, damages of any kind or nature, judgments, and expenses (including, but not limited to, reasonable attorneys' fees and any court and expert costs), arising out of or resulting from any use, reuse, or modification of the Documents without written verification, completion, or adaptation by Consultant; and
4. The limited license hereby granted to Owner by Consultant shall not create rights in third parties.

Owner acknowledges and agrees that the Documents may contain certain design details, features, and concepts from Consultant's own files and records, which collectively may form portions of the design for the Project, but which separately are, and shall remain, the sole and exclusive property of Consultant. Nothing in this Subsection 8.01.C shall be construed to limit Consultant's right to re-use such design details, features, and concepts on other projects, in other contexts, or for other clients.

Owner and Consultant agree to transmit and accept Project-related correspondence, text, data, reports, drawings, specifications, record drawings, graphics, and other deliverables in electronic media or digital format, either directly or through access to a secure Project website or portal, in accordance with a mutually agreeable protocol.

D. **To the fullest extent permitted by law, Owner and Consultant (1) waive against each other, and against the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special,**

**incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to, the Project, and (2) agree that Consultant's (including Consultant's employees, officers, directors, agents, insurers, partners, and subconsultants/subcontractors) total liability to Owner under this Agreement shall be limited to \$50,000 or the total amount of compensation received by Consultant hereunder, whichever is greater. Owner may negotiate with Consultant if Owner wishes to change the total liability described herein, but Owner acknowledges that any change may result in Consultant charging an additional fee. This additional fee is in consideration of the greater risk involved in performing Services for which there is an increase in or no limitation of Consultant's potential liability.**

E. The parties hereto acknowledge that Consultant's Scope of Services does not include any services related to any hazardous or suspected hazardous environmental condition (including, but not limited to, the presence of asbestos or asbestos-containing materials, PCBs, lead, petroleum, hazardous substances or waste, and radioactive materials). If Consultant encounters or learns of a hazardous environmental condition at, on, in, under, or near the Project site, or if investigative or remedial action, or other professional services, are necessary with respect to any hazardous environmental condition, then Consultant may, at its option and without liability for consequential or any other damages, suspend performance of Basic and any Additional Services on the portion of the Project affected thereby until Owner: (1) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the hazardous environmental condition; and (2) warrants that the Project site is in full compliance with applicable laws, regulations, codes, and orders. If Owner cannot fulfill the foregoing requirements, or if the presence at, on, in, under, or near the Project site of a hazardous environmental condition affects adversely the performance by or on behalf of Consultant of any of the Services, then Consultant may terminate this Agreement for cause, as set forth in Subparagraph 5.01.B.1.b, above. Owner acknowledges that Consultant is performing professional services for Owner, and that Consultant is not, and shall not be required to become, an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances or waste, as such terms are defined in the Comprehensive Environmental Response, Compensation, and Liability Act as amended, 42 U.S.C §9601, *et seq.*, (CERCLA), which are or may be encountered at, on, in, under, or near the Project site in connection with any of Consultant's Services or activities pursuant to this Agreement.

F. Owner acknowledges that Consultant's Scope of Services does not include (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010 or the municipal advisor registration rules issued by the Securities and Exchange Commission Registration (78 Fed. Reg. 67468 (2013)); (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances; (3) providing surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements; or (4) providing legal advice or representation.

G. The Equal Employment Opportunity and Affirmative Action Clause set forth by the United States Department of Labor in its regulations (41 Code of Federal Regulations (CFR) §60-1.4(a)) is hereby incorporated by reference herein insofar as it is required by such regulations and unless its application is exempted by applicable statutes, rules, regulations, or orders. Consultant agrees, unless exempted therefrom, that Executive Order (EO) 11246 of September 24, 1965, is incorporated by reference in this Agreement, and Consultant agrees to abide by the terms of EO 11246 and the related rules, regulations, and relevant orders of the U.S. Secretary of Labor. Consultant shall abide by the requirements of 41 CFR §§ 60-1.4(a) (Equal opportunity clause), 60-300.5(a) (Equal opportunity for VEVRAA-protected veterans clause),



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and 60-741.5(a)(Equal Opportunity for workers with disabilities), which prohibit discrimination in employment against qualified individuals based upon their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based upon their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. Consultant shall include the foregoing requirements in its contracts with any subconsultant or subcontractor furnishing services to or on behalf of Consultant for the Project.

#### 9.01 Period of Service

A. The specific schedule of Basic Services is more specifically described in the letter part of this Agreement or in Exhibit "A." The term of this Agreement commences upon the acceptance of this Agreement (including all Exhibits) by Owner, which constitutes authorization or notice to Consultant to proceed, and, unless such term is extended or renewed or is terminated as set forth in Section 5.01, above, expires at the time described in this Agreement or in Exhibit "A" or, if not so described, upon substantial completion by Consultant of the Basic and any Additional Services.

B. The schedule provisions of this Section 9.01 and the various rates of compensation for Consultant's Services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion of the construction phase. If execution of this Agreement and authorization for Consultant to proceed is delayed beyond the date and timeframe established in this Agreement or in Exhibit "A," or if Consultant's Services are delayed or suspended for more than ninety (90) days in the aggregate, by Owner or for reasons beyond Consultant's reasonable control, then the time for performance by, and all rates, measures, and amounts of compensation payable to, Consultant provided for herein shall be adjusted to reflect the impact of the delay or suspension upon Consultant.

C. If Owner has requested significant modifications to or changes in the general scope, extent, or character of the Project, then the time for performance of Consultant's Services shall be adjusted to reflect the impact of such modifications or changes upon the schedule for performance described in Subsection 9.01.A, above.

D. The provisions of the foregoing Subsections 9.01 A through C notwithstanding, any delay in or failure of performance by either party to this Agreement shall not constitute a default under this Agreement giving rise to termination or suspension as set forth in Section 5.01, above, nor give rise to any claim for damages, if and to the extent that such delay or failure is caused by, arises from, or relates to an occurrence or event beyond the control of the party affected, including, but not limited to, acts or inaction of third parties; acts of God; expropriation or confiscation of facilities or compliance with any order or request of government authority, affecting to a degree not presently existing, the supply, availability, or use of personnel or equipment; fire, flood hurricane, tornado, or blizzard; labor unrest or strike; riot; epidemic, pandemic, or other public health emergency; utility outage; or any cause the affected party is unable to prevent or foresee with reasonable diligence. A party who is delayed in or prevented from performing for any reason shall promptly notify the other in writing of the reason for the nonperformance, the anticipated extent of any delay, and its efforts to minimize the extent of delay and resume performance under this Agreement.

#### 10.01 Opinions of Probable Costs

As Consultant has no control over the cost or availability of labor, materials, equipment, or services furnished by others, or over any

construction contractor's method of determining prices, or over competitive bidding or market conditions, Consultant's opinions of probable total Project costs and construction costs, if provided for in this Agreement or in Exhibit "A," will be made on the basis of Consultant's experience and qualifications and will represent Consultant's reasonable judgment as an experienced and qualified professional consultant familiar with the construction industry, but Consultant cannot and does not guarantee or warrant, expressly or implicitly, that Project proposals, bids, or actual total Project or construction costs will not vary from Owner's Project budget or any opinion of probable costs prepared by Consultant. If Owner wishes greater assurance as to total Project or construction costs, then Owner shall employ an independent cost estimator at Owner's sole expense.

#### 11.01 Dispute Resolution

A. Owner and Consultant agree to negotiate in good faith for a period of thirty (30) days from the date of notice of disputes between them as to the execution, meaning of, or performance under the terms of this Agreement prior to exercising their right under Subsection 11.01.B, below. The thirty (30)-day period may be extended by mutual agreement of the parties.

B. If any dispute cannot be resolved pursuant to Subsection 11.01.A, above, and only if mutually agreed by Owner and Consultant, said dispute and all unsettled claims, counterclaims, and other matters in question between them arising out of or relating to the execution, meaning of, or performance under the terms of this Agreement or the breach thereof ("disputes") shall be submitted to mediation by a mediator, to be selected by the parties jointly, prior to one party initiating a legal action against the other, unless initiating mediation would irrevocably prejudice one of the parties. It is the intention of the parties that any agreement reached at mediation shall become binding upon them. The costs of mediation shall be shared equally between the parties.

#### 12.01 Insurance

A. The following types and amounts of insurance shall be procured and maintained by Consultant throughout the duration of Consultant's performance of the Services:

1. **Workers' Compensation Insurance** in the amounts required by law to provide protection for employees of Consultant in the event of job-related injuries.

2. **Comprehensive General Liability Insurance, including broad form and contractual liability endorsements**, having a limit of \$1,000,000 per occurrence and \$1,000,000 aggregate, for personal injury and property damage.

3. **Automobile Liability Insurance** having a combined single limit of \$1,000,000 for bodily injury and property damage per occurrence/policy aggregate.

4. **Professional Liability or Errors and Omissions Insurance** having limits of \$1,000,000 per claim and \$1,000,000 aggregate liability.

Owner shall be named as an additional insured with respect to the coverages set forth in Paragraphs 12.01.A.2 and 12.01.A.3, above, on a primary and non-contributory basis.

#### 13.01 Notice

Any notice required by the terms of this Agreement to be given by one party to the other shall be in writing and shall be deemed to have been duly given: (1) on the date of service, if served personally upon the party to whom notice is to be given, or (2) on the third (3<sup>rd</sup>) day after mailing, if mailed to the party to whom notice is to be given by first-class

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certified U.S. mail, postage prepaid, return receipt requested, or (3) on the date of receipt, with written verification thereof, if delivered to the party to whom notice is to be given by a recognized overnight delivery service, at the addresses and to the persons set forth in the letter part of this Agreement. Either party may change its address for notice purposes by giving notice to the other party as prescribed by this Section 13.01. For purposes of this notice provision, failure or refusal to accept receipt of notice shall constitute notice nonetheless.

**14.01 Total Agreement; Severability; Waiver; Section, Subsection, and Paragraph Titles**

A. This Agreement (consisting of the letter part of this Agreement, attached Exhibits "A" and "B," and any additional exhibits referenced in the letter part of this Agreement or by subsequent amendment), constitutes the entire agreement between Owner and Consultant with respect to its subject matter and supersedes all prior written or oral understandings regarding such subject matter. This Agreement may be amended, supplemented, modified, or canceled only by a written instrument signed by both parties.

B. Any provision or part of this Agreement held by a court of law to be invalid or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Consultant, who agree that this Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

C. Any specific right or remedy provided to a party by the terms of this Agreement will not be exclusive but will be cumulative of all other rights and remedies. A party's non-enforcement of any provision of this Agreement or its failure to insist upon strict compliance with any of the terms and conditions of this Agreement in any one or more instance shall not constitute a waiver of such provision, term, or condition, nor shall it affect the enforceability or future exercise of that provision or of the remainder of this Agreement.

D. The Section, Subsection, and Paragraph titles used in these Terms and Conditions are for general reference only and are not part of this Agreement.

**15.01 Survival**

The parties expressly agree that the rights, duties, representations, and obligations set forth in Sections 2.01, 4.01, 6.01, 8.01, 11.01, 13.01, and 14.01 of this Agreement, as well as those provisions set forth in any document incorporated by reference into this Agreement and that by their nature require survival, shall survive the completion of the Services and any termination, cancellation, or expiration of this Agreement.

## **AGENDA ITEM NO. 11**

### **Authorization of Change Orders**

## **AGENDA ITEM NO. 12**

### **Authorization of Federal and State Grants**

## **AGENDA ITEM NO. 13**

**Informational Only**

## **Old Business**



## **New Business**

**Executive Session**  
**Attorney-Client Privilege Matters**