

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

**July 14, 2025**

Pursuant to notice duly given and posted, the regular meeting of the Albany County Airport Authority was called to order on July 14, 2025 at 9:15 a.m. in the Third Floor Conference Room located in the Terminal at the Albany International Airport, Albany, New York by the Chair, Samuel A. Fresina, with the following present:

**MEMBERS PRESENT**

Samuel A. Fresina, Chair  
Steven Heider  
Kevin R. Hicks, Sr.  
Harold Iselin  
Sari O'Connor  
John-Raphael Pichardo  
Janet M. Thayer

**MEMBERS ABSENT**

**STAFF**

Peter F. Stuto, Chief Executive Officer  
Margaret Herrmann, Acting Chief Financial Officer  
Kathy Greenwood, Director of Art & Culture  
Helen Chadderdon, Marketing Manager  
Liz Charland, Administrative Services  
Matt Hunter, Communication Director  
John LaClair, Chief Engineer  
Dwayne Lovely, IT Manager  
Bobbi Matthews, Purchasing Agent  
Dave Montiverdi, Airport Planner  
Jenn Munger, Paralegal  
Debbie Pasquini, Confidential Secretary

**ATTENDEES**

Susan Quine-Laurilliard, Chair Multi-Modal Transit Committee f/k/a Mass Transit Committee

Carmiena Brooks, Assistant Airport Manager  
Don Brundage, Safety, Health & Env. Manager, Avports  
Ray Camilli, Airfield Maintenance Manager, Avports  
Chief Steve Dorsey, ARFF Avports  
Kevin Hehir, Building Maintenance Manager, Avports  
Deputy Fire Chief Chris Menge, ARFF Avports  
Jim O'Brien, Operations Manager, Avports  
John Panarello, VP of Operations, Avports

Chris Pasquini, Assistant Maintenance Manager, Avports  
Mark Ricks, CEO Avports

Kevin Butterfield, Albany County Public Information Officer & Policy Analyst  
Matt Franzese, Risk Strategies  
Brian King, Manager Million Air Albany  
Jeff Lovell, Managing Director, Park Strategies, LLC  
Steve Trimarchi, SVP Growth Leader Risk Strategies, LLC  
Asim Khan, Taxi

Chair Fresina noted that there was a quorum.

**General:**

**1. Chairman's Remarks**

Chair Fresina voiced support for managers and in continuing resources for Airport operations.

**2. Approval of Minutes**

Ms. O'Connor moved to approve the minutes of the June 9, 2025 meeting.

The motion was adopted unanimously.

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

Mr. Stuto presented a Communications and Chief Executive Officer's Report for the month of July 2025.

**Reports:**

**4. Chief Operating Officer**

**5. Chief Financial Officer**

Ms. Herrmann presented the Financial Report for the month of July 2025. (Power Point attached.)

**6. Project Development**

Mr. LaClair presented the Project Development Report for the month of July 2025. (Power Point attached.)

**7. Counsel**

**8. Concessions/Ambassador Program**

Ms. Chadderdon presented the Concessions/Ambassador Report for the month of July 2025.

**9. Public Affairs**

Mr. Hunter presented the Public Affairs Report for the month of July 2025.

**9A. Art & Culture Program**

Ms. Greenwood presented the Art & Culture Report for the month of July 2025.

**9B. Planning**

Mr. Montiverdi presented the Planning Report for the month of July 2025.

**Action Items:**

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

**10.1 Professional Services Contract No. S-1242 for the design of Additional Parking Spaces and Access Routes for Parking Shuttles – Phase I and II**

Mr. LaClair recommended authorization to award Professional Service Contract S-1242 to Colliers Engineering & Design for the design of Phase I and Phase II work, Additional Parking and Access Routes for Parking Shuttles. The total project will be advanced in phases whereby this first phase is for the development of the Preliminary plans for the Laundry area and Hockey Rink area and to also assist staff in defining of the Scope of Work for E-Lot and signage in the amount of Phase I \$54,260 and Phase II \$32,800 for a total contract amount of \$87,060. This project is 100% Airport funded.

Mr. Iselin moved to approve Professional Service Contract S-1242 to Colliers Engineering & Design for the design of the Phase I and Phase II work, Additional Parking and Access Routes for Parking Shuttles in the amount of Phase I \$54,260 and Phase II \$32,800 for a total contract amount of \$87,060. The motion was adopted unanimously.

**10.2 Purchase Order for Uniform Rental Services, to Unifirst Corporation Under Sourcewell Contract**

Ms. Herrmann recommended authorization to issue a Purchase Order to Unifirst Corporation for uniform rental services in the estimated amount of \$40,000. annually (estimated on usage and employee count). She advised that on July 1, 2021 the Authority awarded Contract #SC-21-1084 to Unifirst for uniform rental services for Airfield, Vehicle, Glycol, Building, Parking Maintenance and Million Air (FBO). The current term of this contract expires March 2026; and contains a one year extension option beyond that. Since our contract was issued, Unifirst has been awarded a Cooperative Purchasing

Agreement under Sourcewell.

She advised that as we recently changed our Airport Logo, there will be an expense for changing out the current uniforms used by our Maintenance Departments and Operations Department. Unifirst has offered to waive this fee for the new logo change if we agree to a one-year extension of their rental services under this Sourcewell Contract. The Sourcewell Contract pricing is a savings to our current rental fees as well. The contract expires on March 25, 2028.

Mr. Heider moved to approve a Purchase Order to Unifirst Corporation for uniform rental services in an estimated amount of \$40,000 annually. The motion was adopted unanimously.

**10.3 Services Agreement No. SC-1246 - Parking Equipment Maintenance with Access Technology Integration, Inc.**

Ms. Herrmann recommended authorization to award Service Agreement SC-1246 to Access Technology Integration, Inc. "ATI" in the amount of \$136,992.66 to provide the necessary maintenance and service for the parking systems. She advised this is a sole source procurement as ATI is the vendor who installed the equipment. The term of this agreement is one year with two additional one-year options. This agreement will be 100% airport funded.

Mr. Hicks moved to approve Service Agreement SC-1246 to Access Technology Integration, Inc. "ATI" in the amount of \$136,992.66 to provide the necessary maintenance and service for the parking systems. The motion was adopted unanimously.

**10.4 Approve agreements with subsidiaries of NexAmp to provide community solar credits resulting in a 10% savings in energy costs.**

Ms. Herrmann recommended authorization for the Authority to enter an agreement with NexAmp for community solar credits, offered through remote net metering and a community solar program for an approximate annual savings of \$188,000. She advised this will allow the Authority to benefit from offsite solar energy production without the need for on-site solar panel installation. Under this system, electricity generated at a solar host site is fed into the grid, and the corresponding dollar value energy credits are distributed to utility accounts, reducing electricity costs. The credits appear on the utility bills and reduce utility charges 1:1. The Authority will then pay NexAmp 89% of the credit value for the credits, leading to significant utility bill savings. Also, NexAmp has committed to providing credits from the three solar farms that will be operational in December 2025 at a savings of 10% for a term of 15 years.

Ms. O'Connor moved to approve the agreement with NexAmp for community solar credits for an approximate annual savings of \$188,000. The motion was adopted by the majority with Mr. Pichardo abstaining.

**10.5 Intentionally left blank.**

**10.6 Authorization to Enter into Memorandum of Agreement with Reimburse CBP (U.S. Customs and Border Protection)**

Ms. Herrmann recommended authorization to enter into a Memorandum of Agreement with U.S. Customs and Board Protection. She advised that as part of a nationwide systems upgrade directed by U.S. Customs and Border Protection (CBP), Albany International Airport is required to reimburse CBP for the installation and maintenance of essential communications and IT infrastructure supporting our Federal Inspection Services (FIS) operations. The upgrade is part of a system-wide mandate—facilities of all sizes, including smaller ports such as the Port of Albany, have been similarly required to comply. The total initial cost is estimated at \$126,085.75, with annual recurring costs of approximately \$24,948.16, covering specialized biometric hardware, secure networking equipment, and system maintenance. Most critically, CBP has advised that if Albany does not comply with this upgrade by September 1, we will not only be considered out of compliance, but deemed unable to meet minimum operational standards—effectively resulting in the loss of our designation as an “International” airport. In addition to preserving that status, this upgrade will significantly enhance passenger processing times and improve our overall ability to accommodate international air service.

Mr. Iselin moved to approve the Memorandum of Agreement with U.S. Customs and Board Protection “CBP” in the initial cost estimated at \$126,085.75, with annual recurring costs of approximately \$24,948.16. The motion was adopted unanimously.

**10.7 Annual Service Contract: Authorization to Award a one-year extension to: Contract No. SC-970 Elevator and Escalator Service with Kone**

Mr. LaClair recommended authorization to award a one-year contract extension to the Service Contract SC-970 for the Elevator and Escalator Service to Kone of Albany, N.Y. at the current contract pricing (Maintenance Contract No. 41572705). He advised Kone has been the elevator and escalator service company for many years, including during ongoing Terminal construction. Kone has been maintaining escalators 16 & 17 with a one hour or less response time, that is necessary to allow for steady passenger flow to and from the TSA Checkpoint.

Mr. Heider moved to approve a one-year extension to Contract No. SC-970 for the service and maintenance of our elevators and escalators at the current contract pricing. The motion was adopted unanimously

**10.8 Authorization to Award Contract 1196-GC for Apron Reconstruction and Rehabilitation for Commercial Service, ARFF and General Aviation Operations to Rifenburg Construction, Inc.**

Mr. LaClair recommended authorization to award Contract #1196-GC Apron Reconstruction and Rehabilitation for Commercial Service, ARFF and General Aviation Operations to qualified bidder Rifenburg Construction, Inc. of Troy, N.Y. for \$4,899,115.00. He advised the Base bid contract scope includes drainage investigations and upgrades, glycol collection system upgrades, construction of a concrete de-icing pad for commercial aircrafts, asphalt pavement removal and replacement, striping and landscaping. He also noted that there were two Alternatives (ALT #1 and ALT #2) that were included in the bids, but are not being awarded at this time, pending future FAA funding. This contract will be 90% federal, 5% State and 5% Airport funded.

Mr. Pichardo moved to approve Contract 1196-GC for Apron Reconstruction and Rehabilitation for Commercial Service, ARFF and General Aviation Operations to Rifenburg Construction, Inc. in the amount of \$4,899,115. The motion was adopted by the majority with Mr. Hicks opposing.

**10.9 Authorization to Award Contract 1178-GC/E for Electrical Supply Upgrades to DLC Electric, Inc. Contract No. 1178-GC/E**

Mr. LaClair recommended authorization to award Contract 1178-GC/E for Electrical Supply Upgrades to qualified bidder DLC Electric, Inc. in the amount of \$3,063,700.00. He advised the contract scope includes the purchase of new electrical service equipment (high voltage panels, Automated Transfer Switches [ATS], all related conduits and conductors. The Contractor will coordinate with National Grid to disconnect two 15KV transformers and connect two new 25KV to the Terminal and the Contractor will do all excavation, conduit installation and backfilling as shown in the plans. He noted there were two alternative bids with this project. ALT #1 to replace the curbs and sidewalks in the Loading Dock area and ALT #2 to mill and repave the Loading Dock. This project will be 100% airport funded.

Mr. Hicks moved to approve Contract 1178-GC/E for Electrical Supply Upgrades to qualified bidder DLC Electric, Inc. in the amount of \$3,063,700.00. The motion was adopted unanimously.

**10.10 Construction Contract: Amendment No. 1 to Contract No. SC-1203 - Plumbing Services to BPI Piping, Inc.**

Mr. LaClair recommended authorization to award Amendment No. 1 to Contract No. SC-1203 - Plumbing Services to BPI Piping, Inc. in the amount of \$150,000. He advised the Airport relies upon the services of an independent contractor to provide plumbing and drain repairs and maintenance as directed by the Airport Engineering and Maintenance Departments on an as needed basis. Due to increased demand related to the many major construction projects and the age of the airport infrastructure, immediate repairs and maintenance have become increasingly necessary. This contract and amendment are 100% Airport funded.

Mr. Heider moved to approve Amendment No. 1 to Contract No. SC-1203 - Plumbing Services to BPI Piping, Inc. in the amount of \$150,000. The motion was adopted unanimously.

**10.11 Annual Service Contract: Authorization to Award a one-year extension to: Fire Alarm Service Contract with Johnson Control Contract No. SC-1045**

Mr. LaClair recommended authorization to award a one-year contract extension to the Service Contract for Fire Alarms-Service to Johnson Controls in the amount of \$50,027.00. He advised Johnson Controls maintains the fire alarms for many of the Airport's buildings. As the Airport is currently in the process of changing out alarm systems throughout the Airport, but due to the number of large construction projects currently in progress, the replacements have been temporarily put hold. To ensure continuity of the alarm service, Johnson Controls needs to be retained for another year. This contract is 100% airport funded.

Mr. Iselin moved to approve a one-year contract extension to Contract No. SC-1045 for the Fire Alarm Service Contract with Johnson Control in the amount of \$50,027. The motion was adopted unanimously.

**10.12 Intentionally left blank.**

**10.13 Authorization for Amendment No. 2 to Retail, News and Gift Concession Agreement with Paradies Lagardere (Contract No. 822-CON-RNG) – (Amendment No. 1 was approved 12/16/2020)**

Ms. Chadderdon recommended authorization to award Amendment No. 2 to Retail, News and Gift Concession Agreement with Paradies Lagardere (Contract No. 822-CON-RNG). She recommended Contract No. 822-CON-RNG be amended as follows:

**Term:** The Authority agrees to the 10-year contract extension with a 5-year option if agreed to by both parties.

**Rent:** Rent of 22% on annual sales exceeding \$5 million (FY2024 sales were \$5,012,620) and 20% on sales below \$5 million effective upon execution of the lease amendment, nearly three years ahead of the original lease expiration date of December 31, 2028.

**MAG:** MAG increased to \$903,000 with an increase rate of 85% of the prior year's total rent paid for a sustainable and predictable escalation of MAG.

**Concession Improvement Fund:** The 1% contribution to the Concession Improvement Fund remains.

**STORAGE:** Storage to be reduced by approximately 500 sq/ft in C Concourse which will allow for Authority future utilization of rentable space.

Improvements: Paradies to expend 1.6 million for remodeling of 3 locations. Authority agrees to use of \$432,000 of existing funds in Concession Improvement Fund.

ACDBE The Authority agrees to Pleasant News as the ACDBE Operator and maintaining their 10% share.

Ms. Thayer moved to approve Amendment No. 2 to Retail, News and Gift Concession Agreement with Paradies Lagardere – Contract No. 822-CON-RNG as stated above. The motion was adopted unanimously.

**10.14 Request to upgrade the backup storage units for the servers housing all production data at the Airport.**

Mr. Lovely recommended authorization to upgrade the backup storage units for the servers housing all production data at the airport in the amount of \$30,210 each for a total of \$60,420. He advised our existing in-house backup storage is now in need of an upgrade and will not be supported any longer in warranty or parts. This unit is used for redundant storage of all our back-ups for all our existing Virtual Servers. Due to access to this equipment being very limited, this is a sole source provider. This upgrade will be 100% airport funded.

Mr. Hicks moved to approve the upgrade to the backup storage units for the servers housing all production data at the airport in the amount of \$30,210 each for a total of \$60,420. The motion was adopted unanimously.

**10.15 Authorization to enter into a Professional Service Agreement with artist Jean Shin for design, fabrication and placement of a permanent art installation – Contract No. SC-1247**

Ms. Greenwood recommended authorization to enter into a Professional Service Agreement – SC-1247 with artist Jean Shin for design, fabrication and placement of a permanent art installation in the terminal in the amount of \$170,000. She advised the Authority's portion of the this fee is \$132,500 together with a competitive grant (Advance Albany County Alliance) in the amount of \$37,500 for the total contract amount of \$170,000. She advised this agreement will provide for the design, fabrication and placement of Flying Close to Rosewater, a permanent sculpture installation, to be sited in the new Departure Hall expansion.

The artwork draws its meaning from an extraordinary historical convergence: Albany International Airport—America's first municipal airport—stands on the grounds of the nation's first Shaker settlement. Where the Shakers once cultivated acres of roses for medicinal rosewater production, a global transportation hub now connects people across airways.

The installation's title honors pioneering aviator Glenn Curtiss, who in 1910 launched his "Albany Flyer" from nearby Rensselaer Island to complete America's first true cross-country flight, landing in New York City and establishing the U.S. long-distance flight record. This historic 150-mile journey along the Hudson River helped propel the United States into the modern age of aviation.

Ms. O'Connor moved to approve professional Service Agreement – SC-1247 with artist Jean Shin for design, fabrication and placement of a permanent art installation in the terminal in the amount of \$170,000 with the Authority's portion of the fee being \$132,500 and a competitive grant (Advance Albany County Alliance) in the amount of \$37,500. The motion was adopted unanimously.

## **11. Authorization of Change Orders**

### **11.1 Change Order 14: Authorization to Award Contract Change Order #14 to Construction Contract 21-1082-GC for the Pre-TSA Terminal Expansion to MLB Construction Services, LLC.**

Mr. Mokey recommended Authorization to award Change Order No. 14 for Construction Contract 21-1082-GC for the Pre-TSA Terminal Expansion to MLB Construction Services, LLC. in the amount of \$10,651. He advised this Change Order is requested due to changes to the contract work due to the addition of firestopping material needing to be installed in existing utility penetrations. The site fence was reconfigured to enhance passenger flow from the long term parking lots and a first floor viewing window was installed near vestibule #3.

Ms. O'Connor moved to approve Change Order No. 14 for Construction Contract 21-1082-GC for the Pre-TSA Terminal Expansion to MLB Construction Services, LLC. in the amount of \$10,651. The motion was adopted unanimously.

### **11.2 Change Order: Authorization of Change Order No. 5 for Construction Contract 1127-GC for Concourse A Rehabilitation to AOW Construction LLC**

Mr. LaClair recommended authorization to award Change Order No. 5 for Construction Contract 1127-GC for Concourse A Rehabilitation to AOW Construction LLC. in the amount of \$293,015. He advised this change order work includes additional pavement removal and paving to tie-in the new concrete apron with the existing surrounding pavement. Additional spray on fireproofing was required to protect the additional steel installed for the floor infill. The wood ceiling being installed on the second floor was revised to allow for access above the ceiling. The millwork was modified, alarm sounders were added to meet current NYS Fire Code and the ceiling over the proposed

concession was changed (to allow for a future concession). The contractor was required to remove additional concrete near Gate A-3 (not shown on any As-builts).

Mr. Pichardo moved to approve Change Order No. 5 for Construction Contract 1127-GC for Concourse A Rehabilitation to AOW Construction LLC. in the amount of \$293,015. The motion was adopted unanimously.

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

**Old Business:**

**13. Information Items**

**13.1 Present draft of new Airline Use and Lease Agreement effective January 1, 2026.**

Ms. Hermann presented for informational purposes the draft Airline Use and Lease Agreement which will be effective January 1, 2026. She advised the current terms of the Signatory Airline and Signatory Cargo Agreements end on December 31, 2025. The Authority and the Airline Affairs Committee are negotiating a new agreements to take effect January 1, 2026 for a new initial five year period. The Authority utilizes the services of the law firm of Anderson & Kreiger, LLP and financial consultants Frasca & Associates, LLC to assist with legal and financial compliance and conformance with industry standards.

**New Business:**

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

Mr. Iselin made a motion to go into executive session at 10:05 a.m. to discuss:

ES-1 Matter Involving a Particular Corporation

ES-2 Matter Involving a Particular Individual

The motion was adopted unanimously.

**There being no action taken and no further business, the meeting was adjourned at 11:44 a.m.**

**ALBANY COUNTY AIRPORT AUTHORITY**

**REGULAR MEETING**

**AGENDA**

**July 14, 2025**

**General:**

- 3. Chairman's Remarks**
- 4. Approval of Minutes**  
**Regular Meeting - June 9, 2025**
- 4. Communications and Report of Chief Executive Officer**

**Reports:**

- 4. Chief Operating Officer**
- 5. Chief Financial Officer**
- 6. Project Development**
- 7. Counsel**
- 8. Concessions/Ambassador Program**
- 9. Public Affairs**
- 9A. Art & Culture Program**

**Action Items:**

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

**10.1 Professional Services Contract No. S-1242 for the design of Additional Parking Spaces and Access Routes for Parking Shuttles - Phase I and II**

- 10.5 Purchase Order for Uniform Rental Services, to Unifirst Corporation Under Sourcewell Contract**
- 10.6 Services Agreement No. SC-1246 - Parking Equipment Maintenance with Access Technology Integration, Inc.**
- 10.7 Approve agreements with subsidiaries of NexAmp to provide community solar credits resulting in a 10% savings in energy costs.**
- 10.8 Intentionally left blank.**
- 10.9 Authorization to Enter into Memorandum of Agreement with Reimburse CBP (U.S. Customs and Border Protection)**
- 10.10 Annual Service Contract: Authorization to Award a one-year extension to: Contract No. SC-970 Elevator and Escalator Service with Kone**
- 10.11 Authorization to Award Contract 1196-GC for Apron Reconstruction and Rehabilitation for Commercial Service, ARFF and General Aviation Operations to Rifenburg Construction, Inc.**
- 10.12 Authorization to Award Contract 1178-GC/E for Electrical Supply Upgrades to DLC Electric, Inc. Contract No. 1178-GC/E**
- 10.13 Construction Contract: Amendment No. 1 to Contract No. SC-1203 - Plumbing Services to BPI Piping, Inc.**
- 10.14 Annual Service Contract: Authorization to Award a one-year extension to: Fire Alarm Service Contract with Johnson Control Contract No. SC-1045**
- 10.15 Intentionally left blank.**
- 10.16 Authorization for Amendment No. 2 to Retail, News and Gift Concession Agreement with Paradies Lagardere (Contract No. 822-CON-RNG)**
- 10.17 Request to upgrade the backup storage units for the servers housing all production data at the airport.**
- 10.18 Authorization to enter into a Professional Service Agreement with artist Jean Shin for design, fabrication and placement of a permanent art installation.**
- 11. Authorization of Change Orders**
  - 11.1 Change Order 14: Authorization to Award Contract Change Order #14 to Construction Contract 21-1082-GC for the Pre-TSA Terminal Expansion to MLB Construction Services, LLC.**

**11.2 Change Order: Authorization of Change Order No. 5 for Construction  
Contract 1127-GC for Concourse A Rehabilitation to AOW Construction LLC.**

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

**13. Information Items**

**13.1 Present draft of new Airline Use and Lease Agreement effective January  
1, 2026.**

**Old Business:**

**New Business:**

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

**ES-1 Matter Involving a Particular Corporation**

**ES-2 Matter Involving a Particular Individual**

A photograph of the Albany International Airport entrance sign at dusk. The sign is a large, dark structure with two illuminated arches on top. The word "ALBANY" is written in large, white, sans-serif capital letters across the top. Below it, the word "International" is written in a smaller, white, sans-serif font. Below that, the word "AIRPORT" is written in large, white, sans-serif capital letters. The sign is illuminated from within, and the arches are lit with blue light. The background shows a sunset sky with orange and pink hues, and a view of the airport tarmac and buildings in the distance.

ALBANY  
International  
AIRPORT

July 2025

**ALB** ALBANY  
INTERNATIONAL AIRPORT



# CEO Report

**ALB** ALBANY  
INTERNATIONAL AIRPORT

**CHIEF  
OPERATING  
OFFICER'S  
REPORT**

July 2025

**ALB**

**ALBANY**

INTERNATIONAL AIRPORT

A photograph of two workers in high-visibility vests and dark clothing, standing in a large, dimly lit parking garage. They are holding a long, bright yellow hose that stretches across the wet, reflective floor. In the background, several orange pickup trucks are parked. The scene is illuminated by overhead fluorescent lights, creating a moody atmosphere. The workers are positioned on the left side of the frame, with one facing the camera and the other with their back to it. The floor is dark and shiny, reflecting the lights and the workers. A large concrete pillar is visible on the right side of the image.

# North Garage *Maintenance and Cleaning*

**ALB** ALBANY  
INTERNATIONAL AIRPORT



# North Garage *Maintenance and Cleaning*

**ALB** ALBANY  
INTERNATIONAL AIRPORT

A photograph of the North Garage at Albany International Airport. The building is a multi-story structure with a prominent red brick facade and large glass windows. A glass-enclosed walkway or skybridge is visible on the left side. The sky is overcast. In the foreground, there is a paved road and a grassy area. A dark purple banner is overlaid at the bottom of the image, containing the ALB Albany International Airport logo and the title text.

# North Garage *Exterior Cleaning*

**ALB** ALBANY  
INTERNATIONAL AIRPORT

A collage of three photographs showing exterior cleaning work. The left photo shows a corner of a brick wall with a concrete ledge. The middle photo shows a large, dark, textured concrete wall with a horizontal line. The right photo shows a brick wall with a window above it, featuring a grid pattern.

# North Garage *Exterior Cleaning*

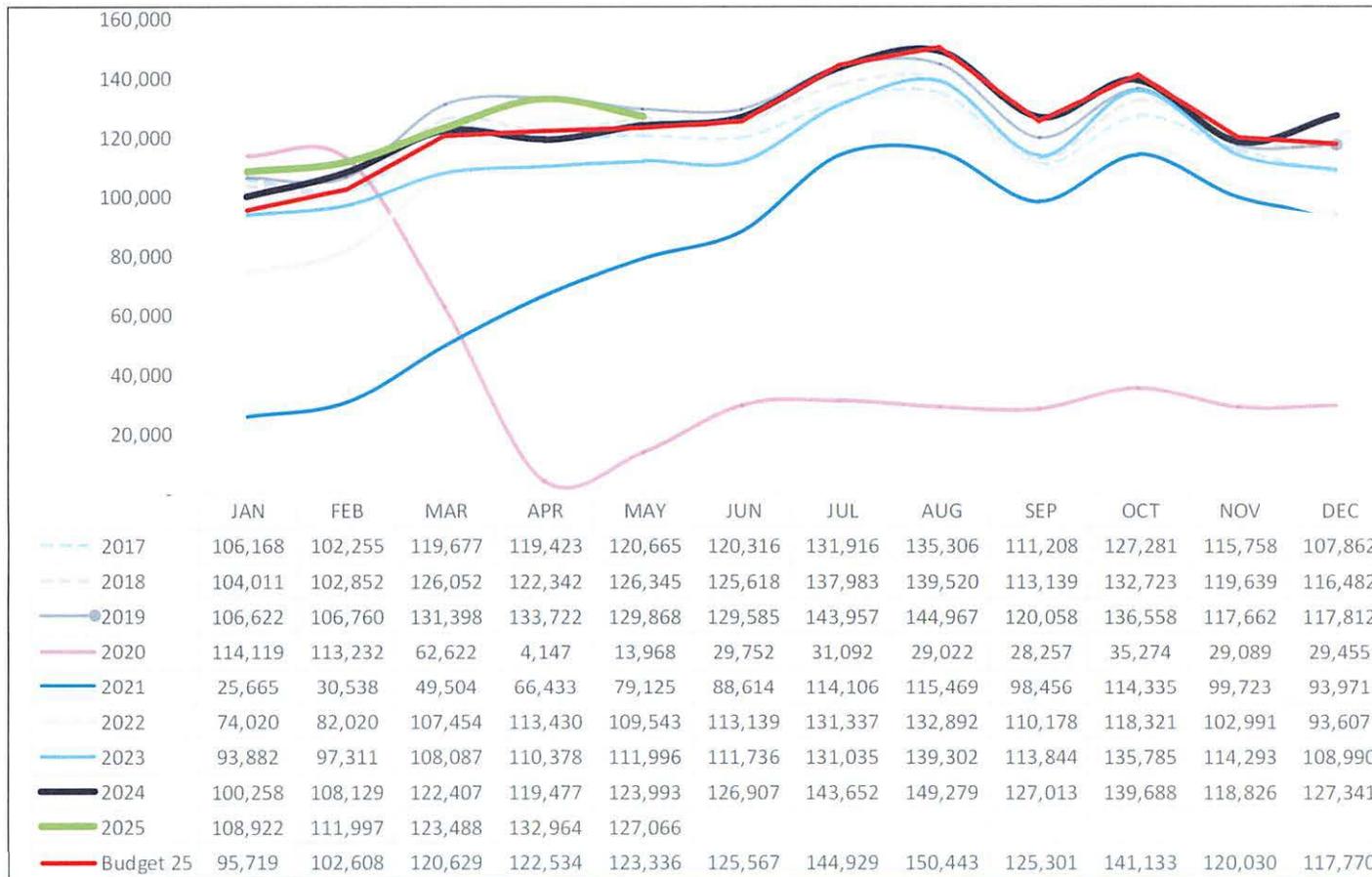
**ALB** ALBANY  
INTERNATIONAL AIRPORT

**FINANCIAL  
REPORT**

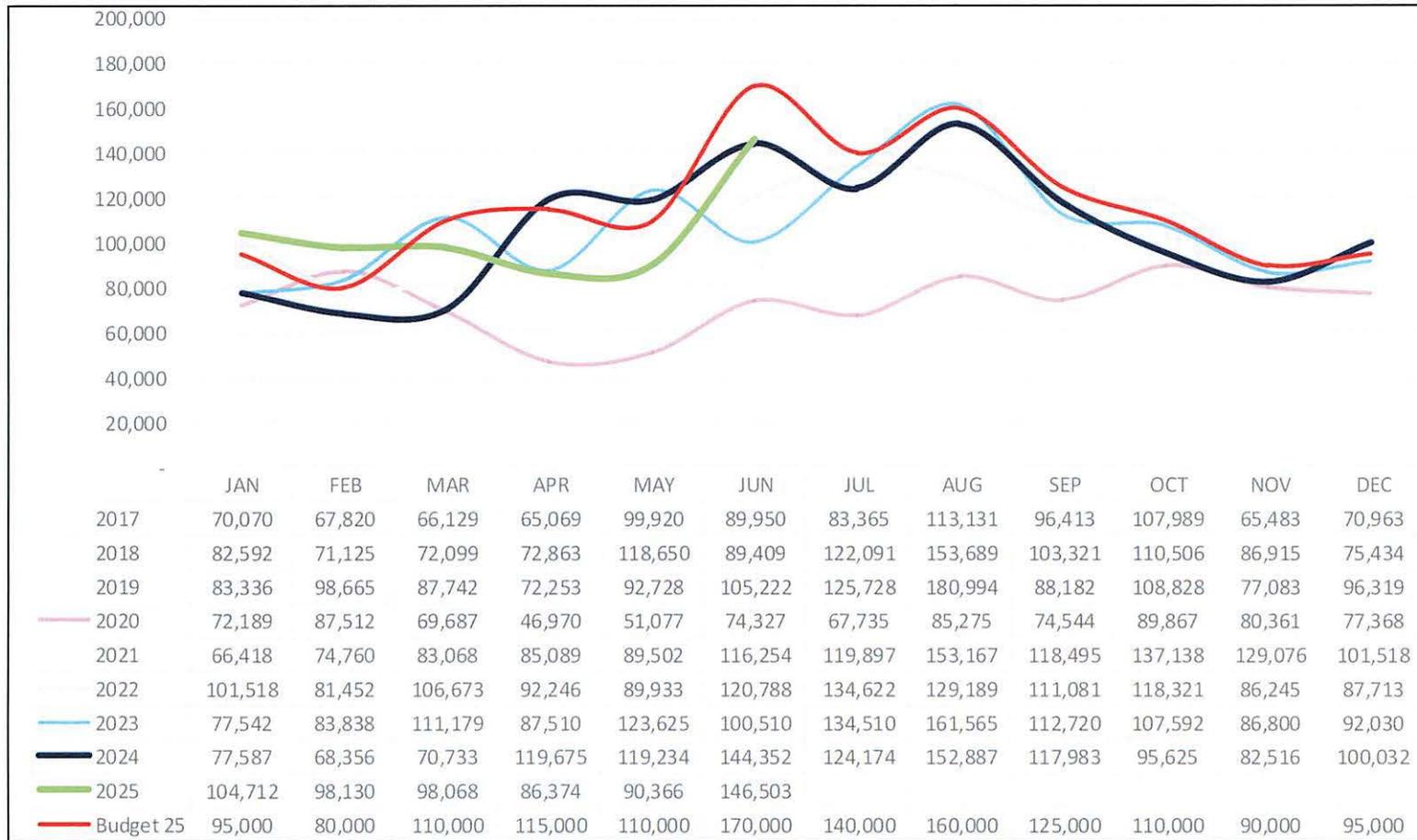
July 2025



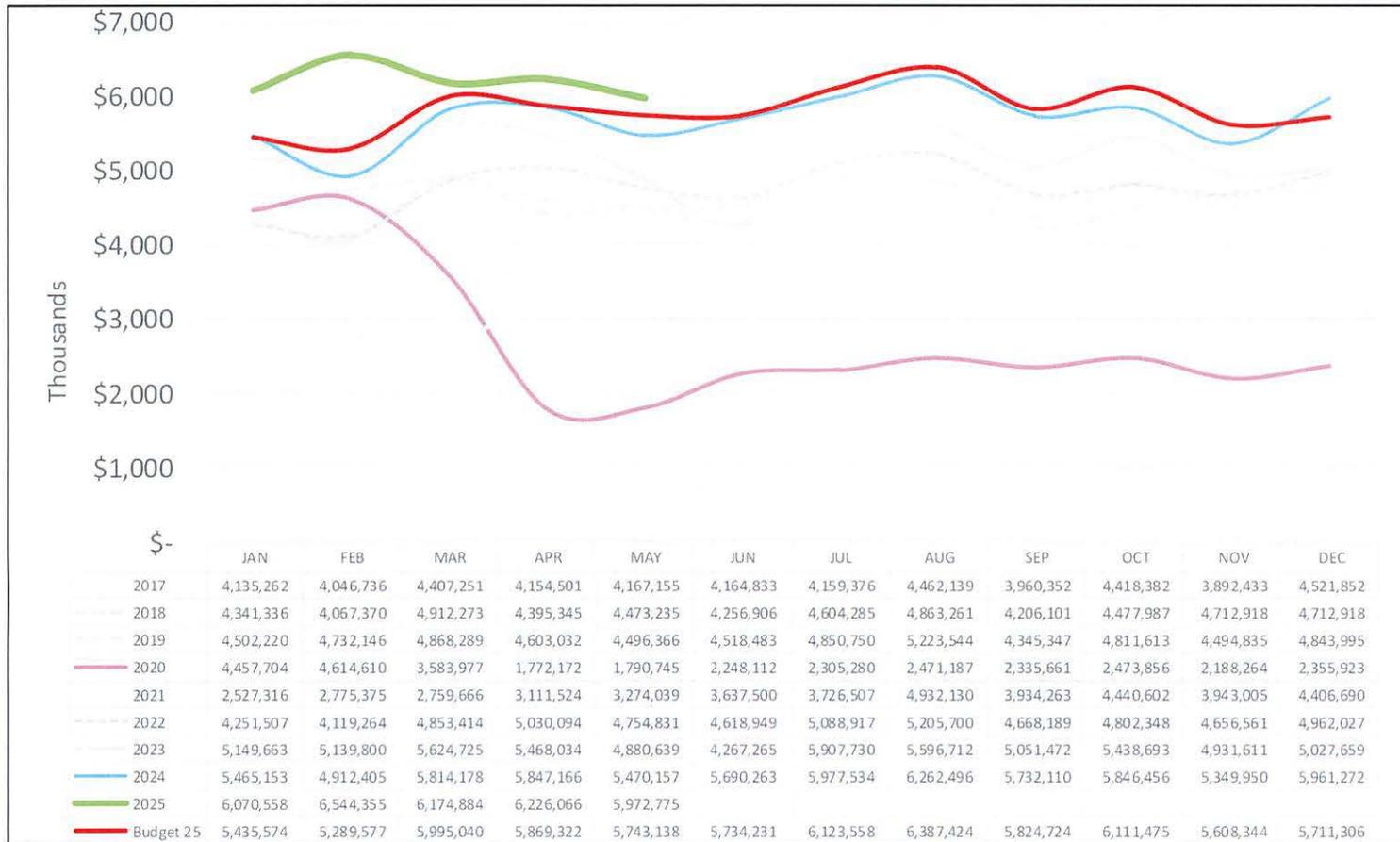
# Monthly Enplanements



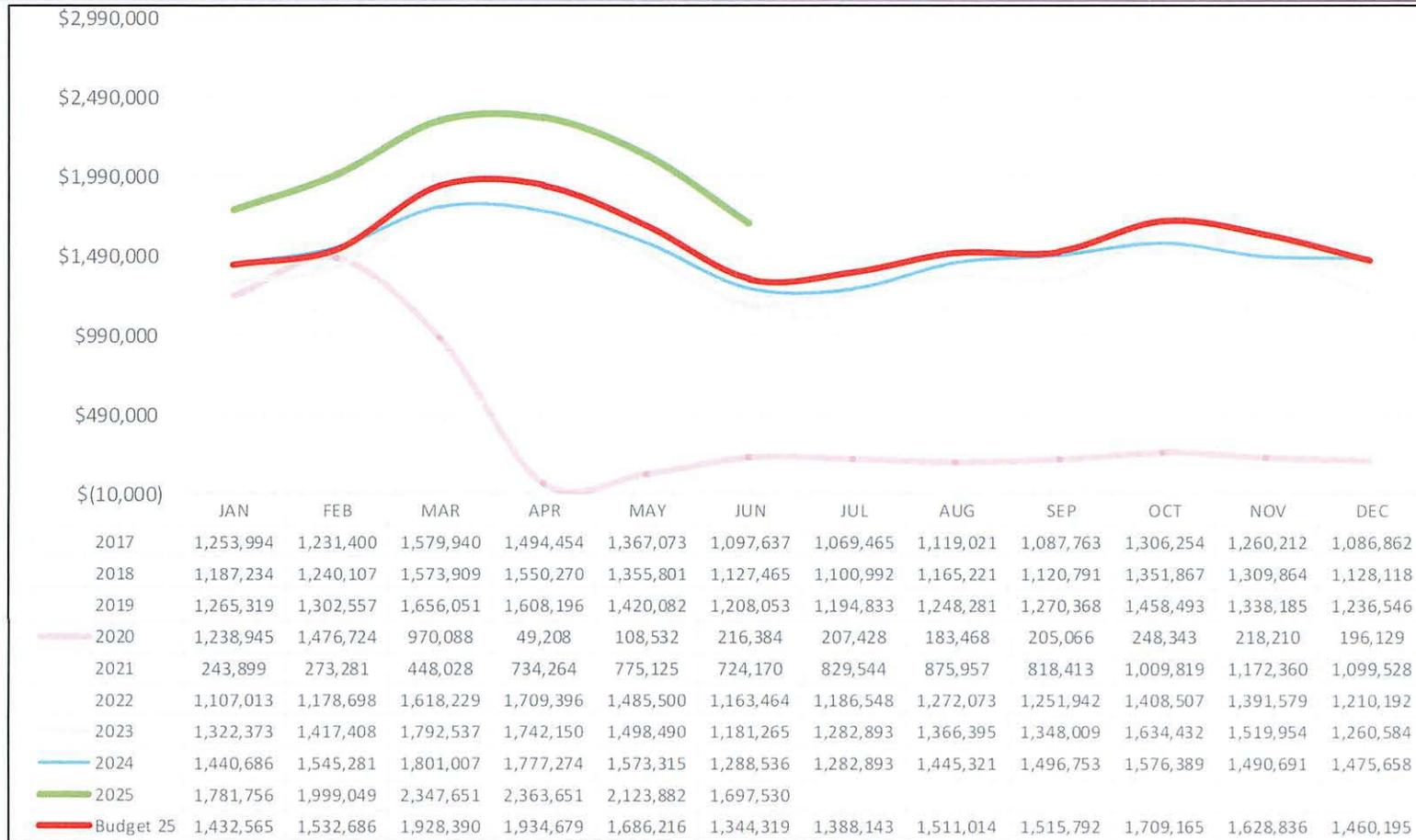
# Monthly Jet A FBO only (gallons)



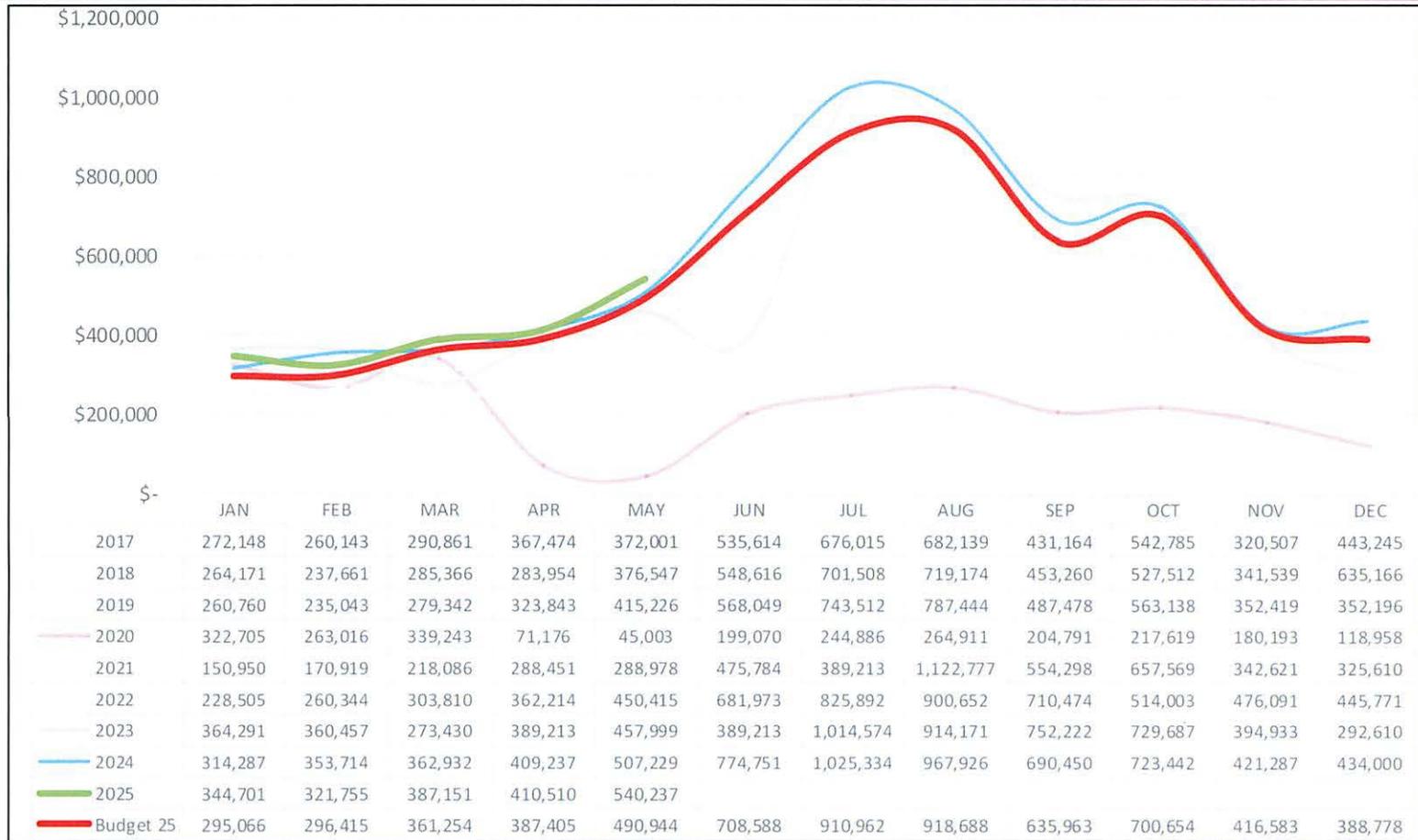
# Operating Revenue (including FBO)



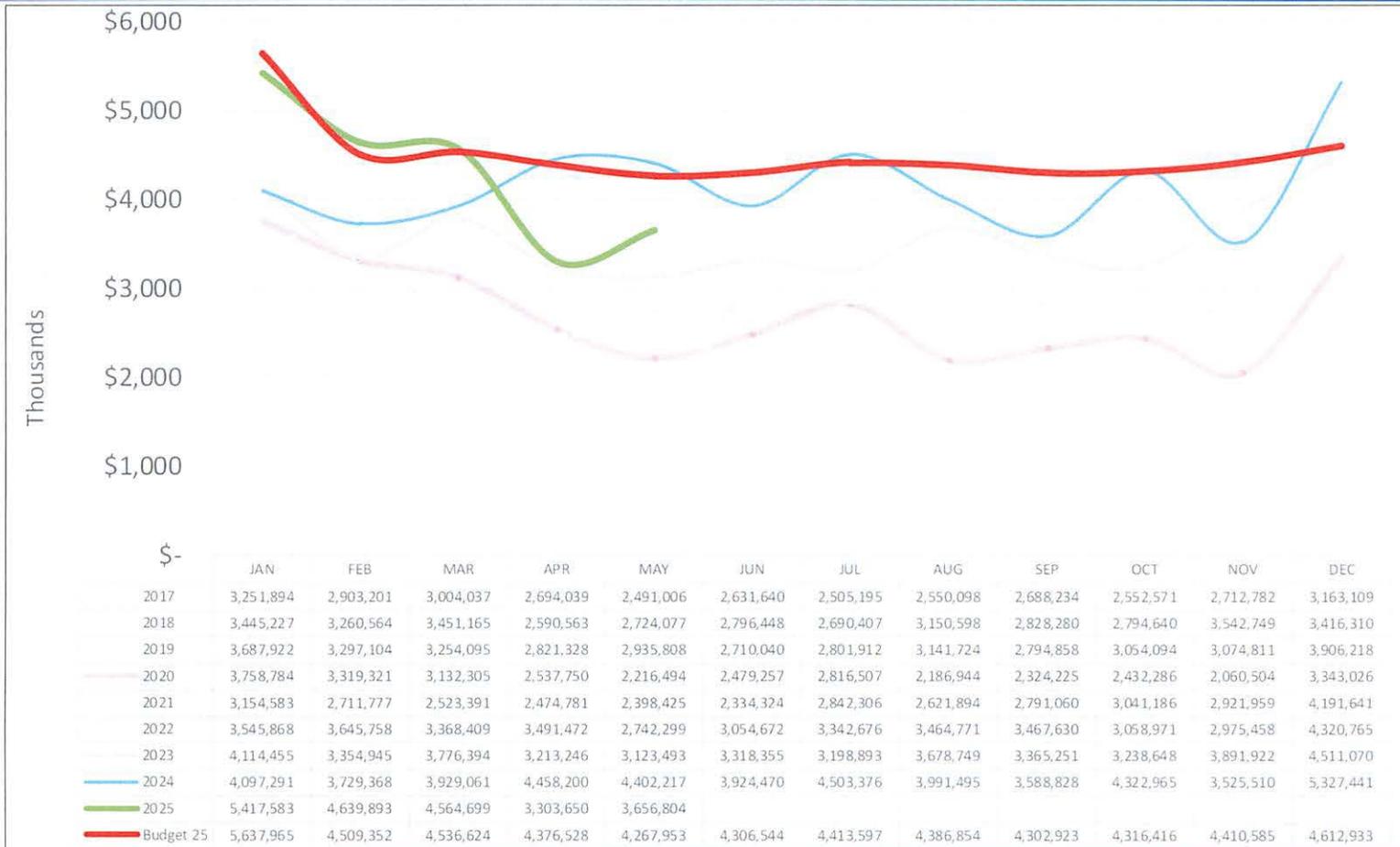
# Parking Revenues



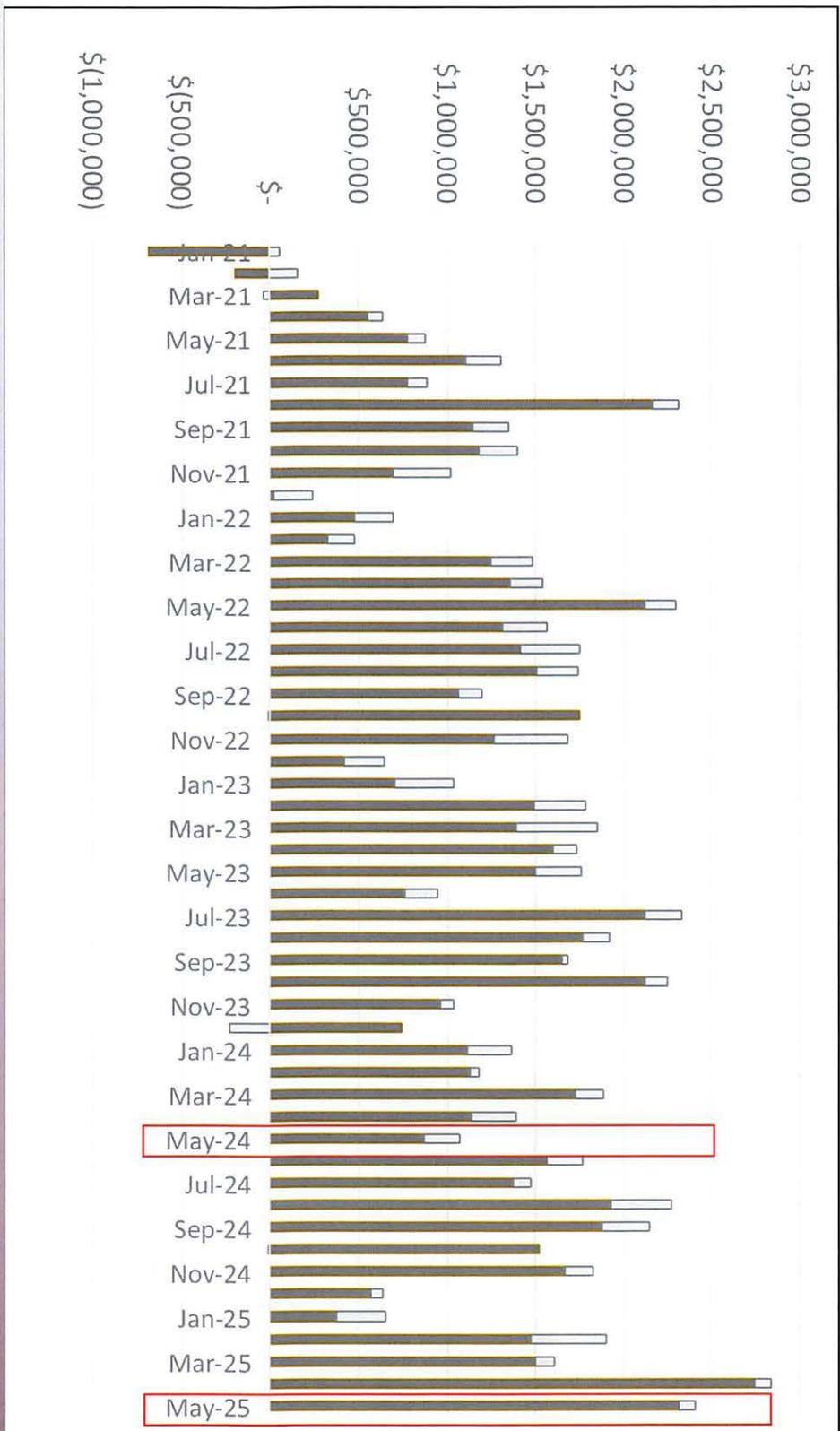
# Rental Car Revenues



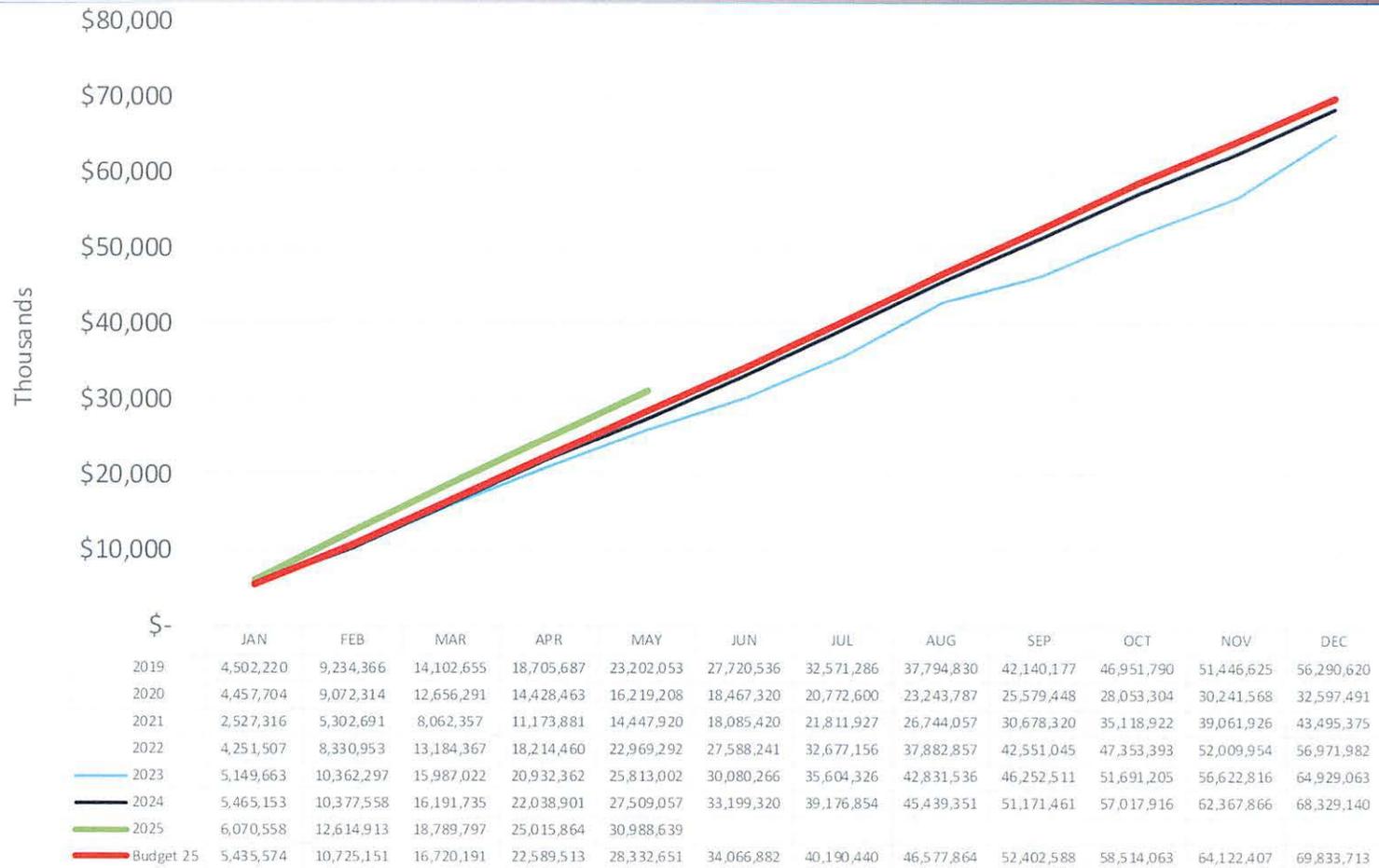
# Operating Expense (including FBO)



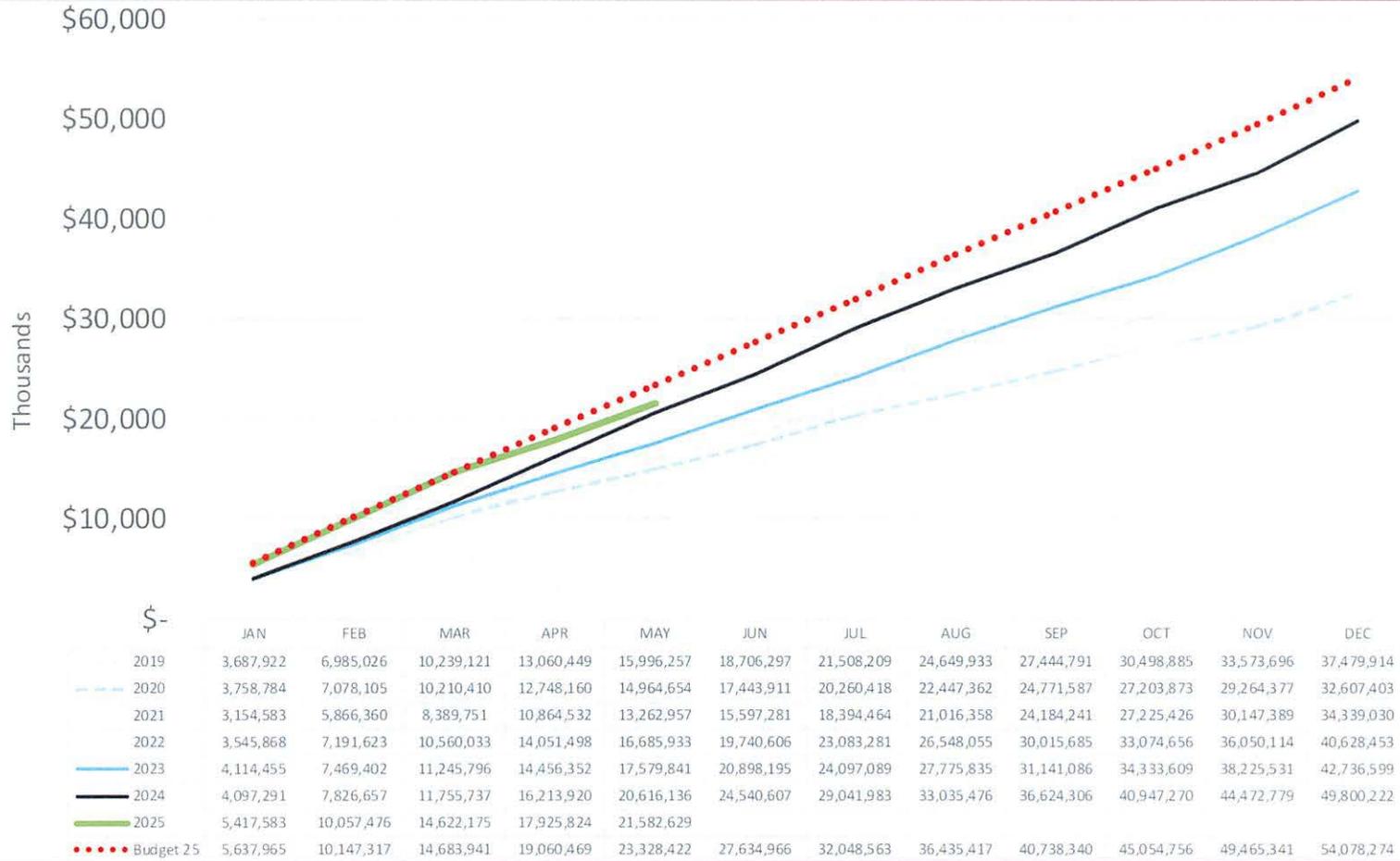
# Operating Net Profit, Airport and FBO



# YTD Operating Revenue (excluding CARES) vs. YTD Budget (including FBO)



# YTD Operating Expense vs. YTD Budget (including FBO)



# Line of Credit Draws

	Draw Date	Amount	Repayment Date
LOC Draw 01	8-Mar-24	\$ 984,381.73	12-Aug-24
LOC Draw 02	8-Mar-24	761,816.97	2-Apr-24
LOC Draw 03	20-Mar-24	959,655.24	8-Apr-24
LOC Draw 04	9-May-24	2,152,308.12	1-Jul-24
LOC Draw 05	9-May-24	1,285,737.86	1-Jul-24
LOC Draw 06	14-Jun-24	2,586,897.15	2-Oct-24
LOC Draw 07	14-Jun-24	2,337,750.23	2-Oct-24
LOC Draw 08	22-Aug-24	4,055,372.75	16-Oct-24
LOC Draw 09	15-Nov-24	3,159,332.20	10-Jan-25
LOC Draw 10	23-Dec-24	1,554,653.15	
LOC Draw 11	16-Jan-25	1,045,137.75	
LOC Draw 11	16-Jan-25	1,667,596.47	27-Mar-25
LOC Draw 12	27-Feb-25	875,236.80	
LOC Draw 12	27-Feb-25	1,342,431.04	18-Apr-25
LOC Draw 13	5-Mar-25	1,104,266.22	18-Apr-25
LOC Draw 13	5-Mar-25	1,366,011.17	18-Apr-25
LOC Draw 14	28-Apr-25	618,447.81	
LOC Draw 14	28-Apr-25	579,232.10	2-Jun-25
LOC Draw 15	12-May-25	391,933.11	2-Jun-25
LOC Draw 15	12-May-25	937,919.23	
LOC Draw 16	28-May-25	896,225.85	
LOC Draw 16	28-May-25	1,099,420.41	
LOC Draw 17	23-Jun-25	326,556.42	
LOC Draw 17	23-Jun-25	1,442,159.62	
	Outstanding	<u>\$ 8,795,757.04</u>	

# Airline Schedules

Albany International Airport  
Airline and Direct Market Flights  
For the week of July 13, 2025

**AIRLINE**

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Allegiant	3	3		1	3	3	2
American	16	16	15	16	16	16	13
Avelo		1				1	
Breeze	1	1			1	1	
Delta	9	9	9	9	9	9	8
Jet Blue	4	2	3	2	4	2	2
Southwest	11	12	12	12	12	12	12
United	7	8	7	8	8	8	6
	51	52	46	48	53	52	43

**DIRECT MARKET**

Atlanta	3	3	3	3	3	3	3
Baltimore	4	5	5	5	5	5	4
Charleston		1					1
Charlotte	4	3	3	3	3	3	4
Chicago-Midway	2	3	3	3	3	3	2
Chicago-O'Hare	6	7	6	7	7	7	5
Dallas/Ft. Worth	1	1	1	1	1	1	1
Denver	1	1	1	1	1	1	1
Detroit	4	4	4	4	4	4	4
Fort Lauderdale	2	1	2	1	2	1	1
Las Vegas	1	1	1	1	1	1	1
Myrtle Beach	1	1					1
Nashville	1	2	1	1	1	2	1
New York LaGuardia	2	2	2	2	2	2	1
Orlando	4	2	2	2	4	2	3
Orlando/Sanford	1				1		
Philadelphia	5	5	4	5	5	5	4
Punta Gorda	1				1		
Raleigh Durham	1	1			1	1	
St. Petersburg		1		1		1	
Tampa							2
Washington/Dulles	4	4	4	4	4	4	3
Washington/Reagan	3	4	4	4	4	4	2
	51	52	46	48	53	52	43

## **Status of Airline Use & Lease Agreement Renewal for January 1, 2026:**

- May 22, ALB Use & Lease Kickoff Meeting w Signatory Airlines
- Jun 27, ALB Use & Lease Second Meeting
- Jul 25, ALB Use & Lease Third Meeting
- Aug 26, ALB Use & Lease Fourth Meeting, w 2025 Rates & Charges
- Sep 23, ALB Use & Lease Fifth Meeting, w 2025 Rates & Charges
- Oct 16, ALB Use & Lease Sixth Meeting
- Nov 20, ALB Use & Lease Seventh Meeting
- Dec 18, ALB Use & Lease Eighth Meeting
- February 27, 2025 Meeting to discuss redline version of agreement
- March 11, 2025 Internal meeting to discuss airline requested changes
- Meeting to discuss redline version of agreement after airline suggested changes were made – Date TBD. Draft agreement on July board meeting agenda.

Thank You!

---

*Monthly Financial Report*





# Project Development

**ALB** ALBANY  
INTERNATIONAL AIRPORT



# Main Terminal

## *Pre-TSA*

**ALB** ALBANY  
INTERNATIONAL AIRPORT



# Main Terminal *Fire Proofing*

**ALB** ALBANY  
INTERNATIONAL AIRPORT



# Main Terminal

## *Fire Proofing*

**ALB** ALBANY  
INTERNATIONAL AIRPORT



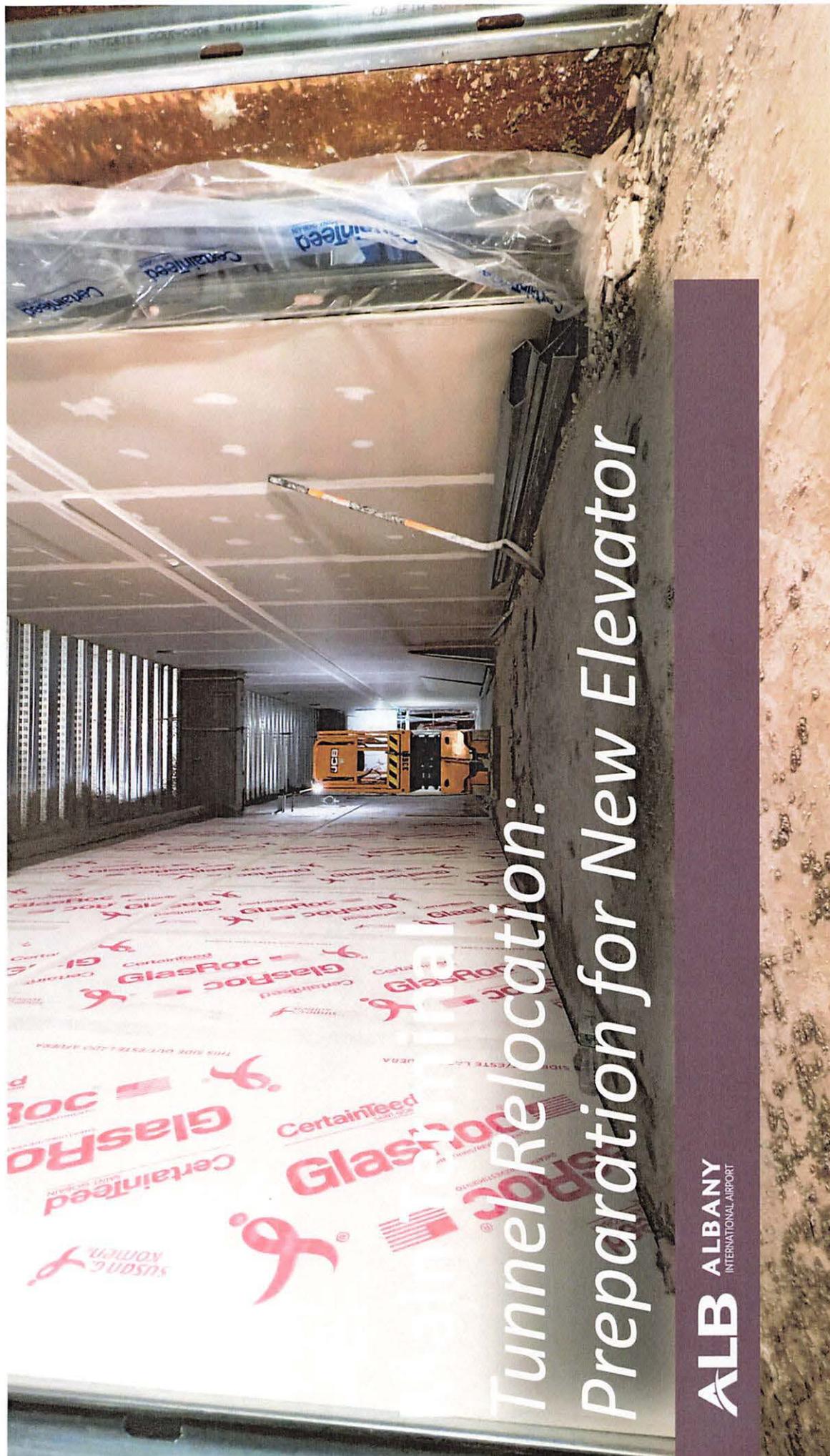
# Main Terminal *New Roof*

**ALB** ALBANY  
INTERNATIONAL AIRPORT



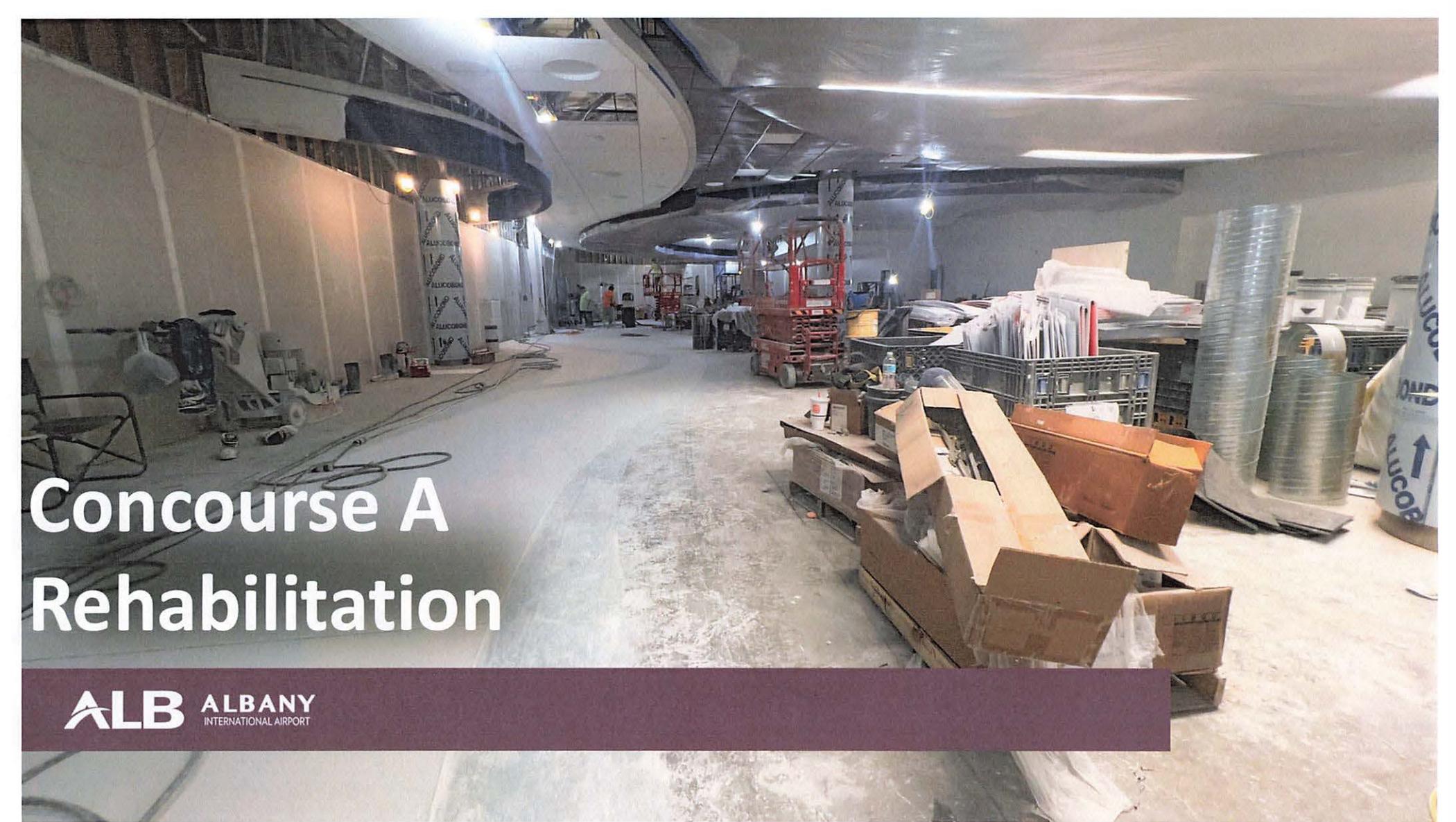
# Main Terminal *New Roof*

**ALB** ALBANY  
INTERNATIONAL AIRPORT



# Final Tunnel Relocation: Preparation for New Elevator

**ALB** ALBANY  
INTERNATIONAL AIRPORT



# Concourse A Rehabilitation

**ALB** ALBANY  
INTERNATIONAL AIRPORT



# Concourse A Ceiling Installation

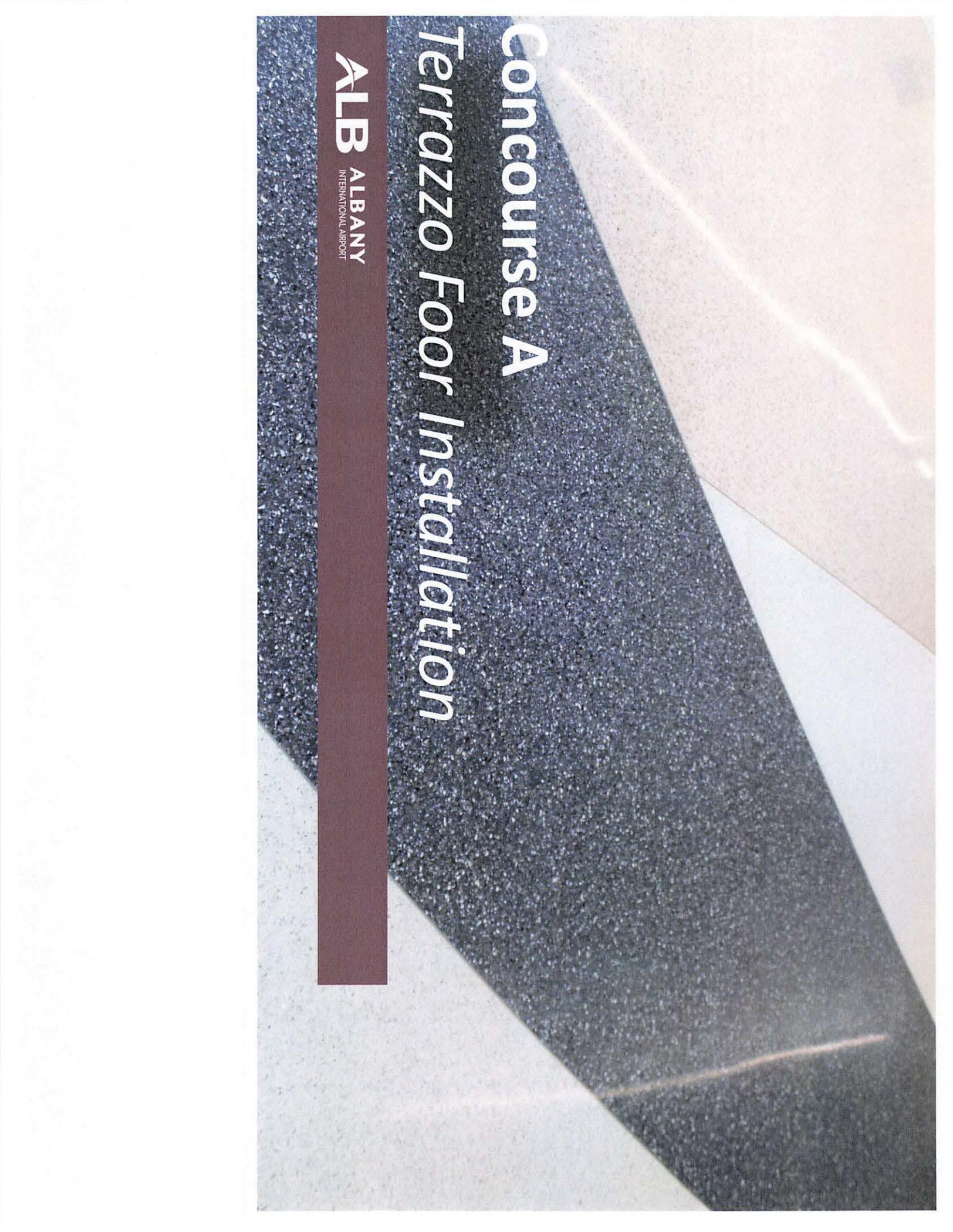
**ALB** ALBANY  
INTERNATIONAL AIRPORT



# Concourse A

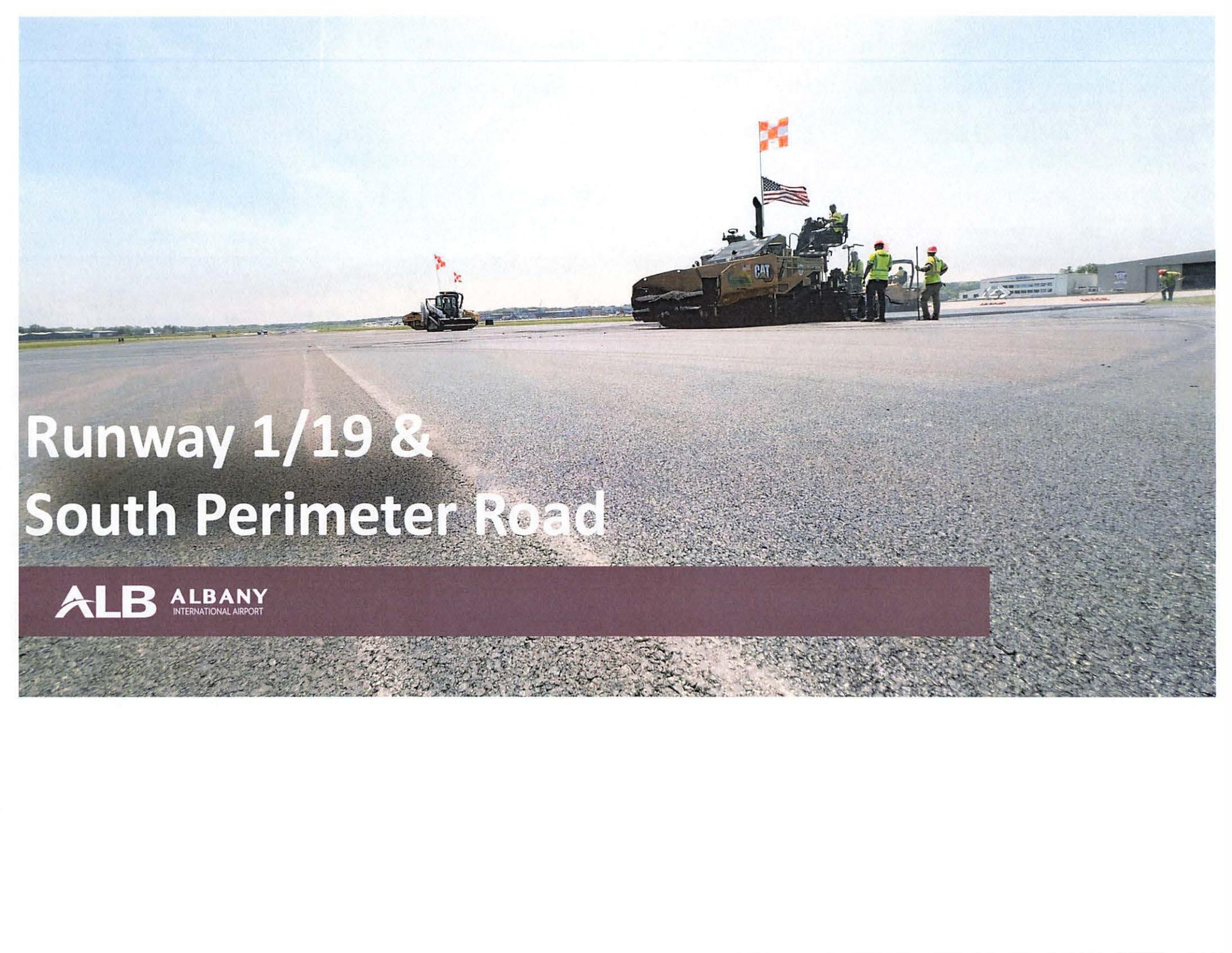
## *Terrazzo Floor Installation*

**ALB** ALBANY  
INTERNATIONAL AIRPORT



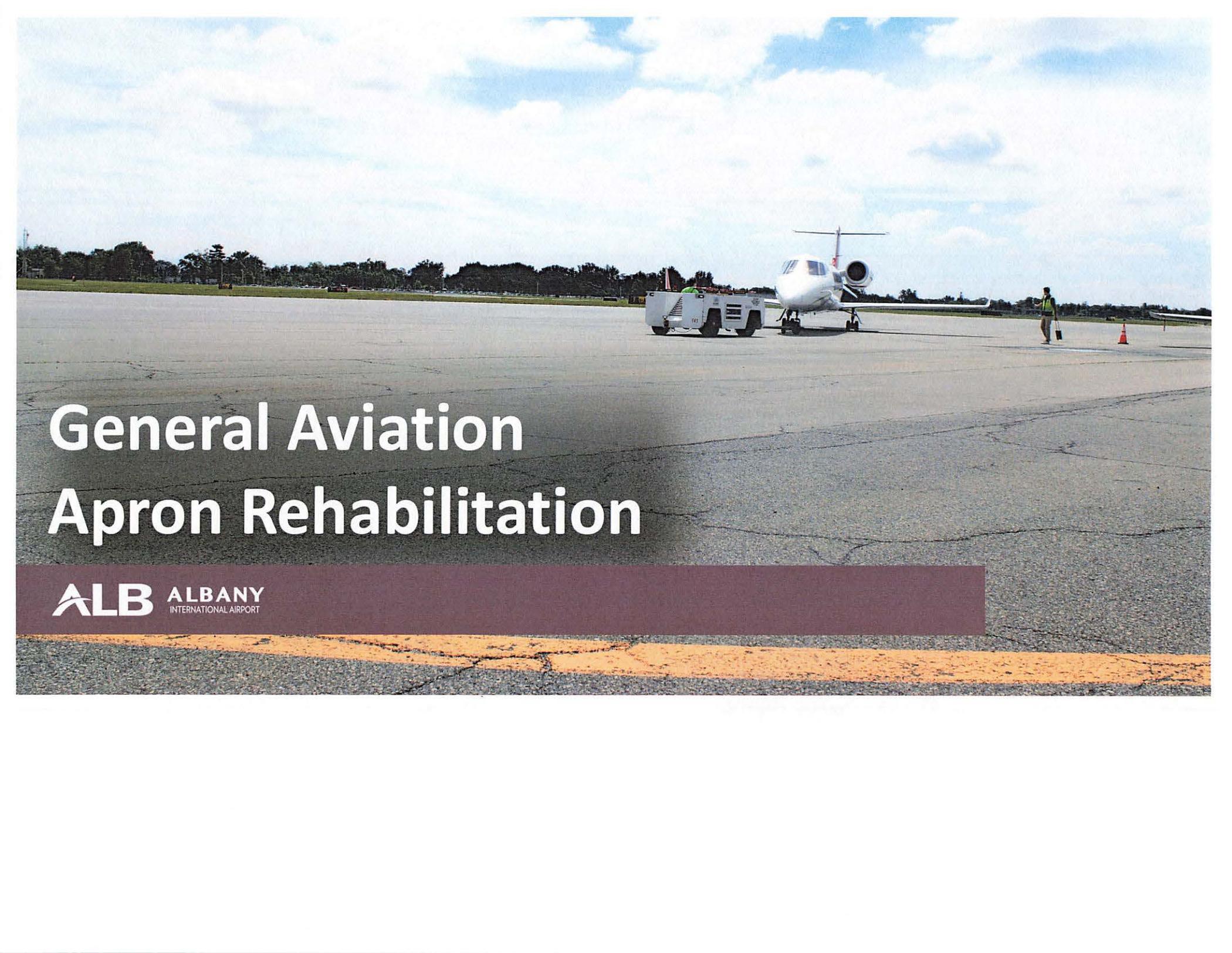
# Concourse A *Terrazzo Floor Installation*

**ALB** ALBANY  
INTERNATIONAL AIRPORT



# Runway 1/19 & South Perimeter Road

**ALB** ALBANY  
INTERNATIONAL AIRPORT



# General Aviation Apron Rehabilitation

**ALB** ALBANY  
INTERNATIONAL AIRPORT



# Jet Bridges A6 & B6 Replacement

**ALB** ALBANY  
INTERNATIONAL AIRPORT



# Jet Bridges A6 & B6 Replacement

**ALB** ALBANY  
INTERNATIONAL AIRPORT



# Fuel Farm Upgrades

**ALB** ALBANY  
INTERNATIONAL AIRPORT



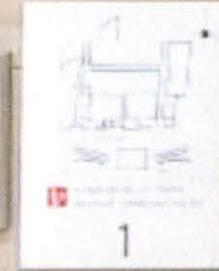
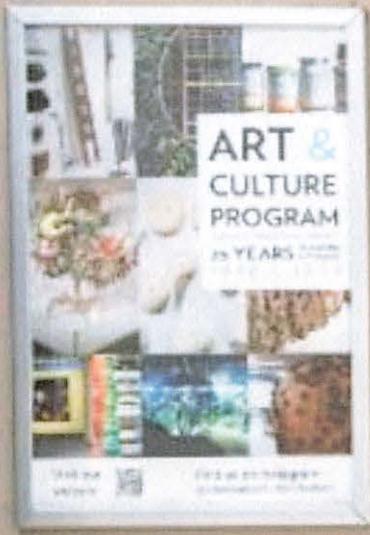
# Albany Shaker & Terminal Road Signal Replacement

**ALB** ALBANY  
INTERNATIONAL AIRPORT



# Parking Upgrades and Additions

**ALB** ALBANY  
INTERNATIONAL AIRPORT



# Elevators 9, 10, & 11 Replacement

**ALB** ALBANY  
INTERNATIONAL AIRPORT

CONCESSIONS  
AND  
AMBASSADOR  
PROGRAM

July 2025

**ALB**

**ALBANY**

INTERNATIONAL AIRPORT





### 4th of July Travel

- WRGB
- WTEN
- WNYT
- Spectrum
- Troy Record
- Times Union
- WGY
- Spectrum News

### “Juice Jacking”

- Spectrum News

### Million Air Albany Offering SAF

- Aviation International News (AIN)
- Business Airport Internatioanl

### TSA Ends “No Shoes” Policy

- Times Union
- Spectrum News
- WRGB
- WAMC
- Townsquare Media

**Facebook****Followers**

Total: 18,354  
Change: +1,817

**Reach**

3,565,143

**Page Visits**

90,970

**Interactions**

33,962

**Instagram****Followers**

Total: 2,420  
Change: +234

**Reach**

30,449

**Page Visits**

3,459

**Interactions**

7,140

**LinkedIn****Followers**

Total: 1,373  
Change: +137

**Reach**

16,387

**Page Visits**

822

**Interactions**

4,814

**Combined****Followers**

Total: 22,147  
Change: +2,186

**Reach**

3,611,979

**Page Visits**

95,251

**Interactions**

45,916

## January - March 2025

- 1) Boeing 757 at ALB - 1/27/2025**  
414,606 Views | 1,535 Interactions
- 2) Breeze Announcement - 2/5/2025**  
360,076 Views | 1,087 Interactions
- 3) Boston Sports Plane - 1/27/2025**  
313,870 Views | 3,387 Interactions
- 4) First Sarasota Flight - 2/15/2025**  
254,979 Views | 573 Interactions
- 5) Uncommon Grounds Teaser - 2/3/2025**  
200,736 Views | 1,068 Interactions

## April - June 2025

- 1) Breeze Launch Photos - 6/5/2025**  
348,751 Views | 1,657 Interactions
- 2) 777 European Charter - 6/25/2025**  
211,532 Views | 1,549 Interactions
- 3) Albany Shaker Rd. Traffic - 6/12/2025**  
188,829 Views | 254 Interactions
- 4) Breeze Launch Video - 6/25/2025**  
48,377 Views | 367 Interactions
- 5) First SW Flight to Nashville - 4/23/2025**  
42,156 Views | 454 Interactions

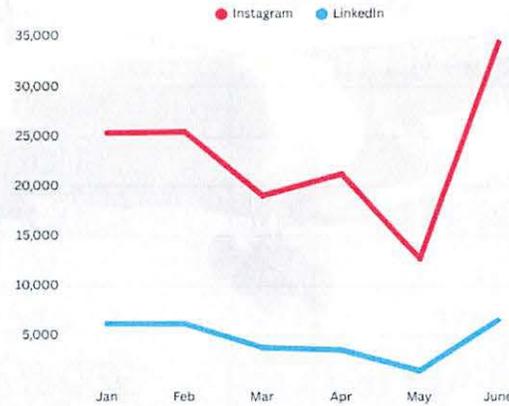
**1) Facebook Rebounds**

**f** Facebook Views



**2) Other Channels Grow**

**Instagram & LinkedIn Views**



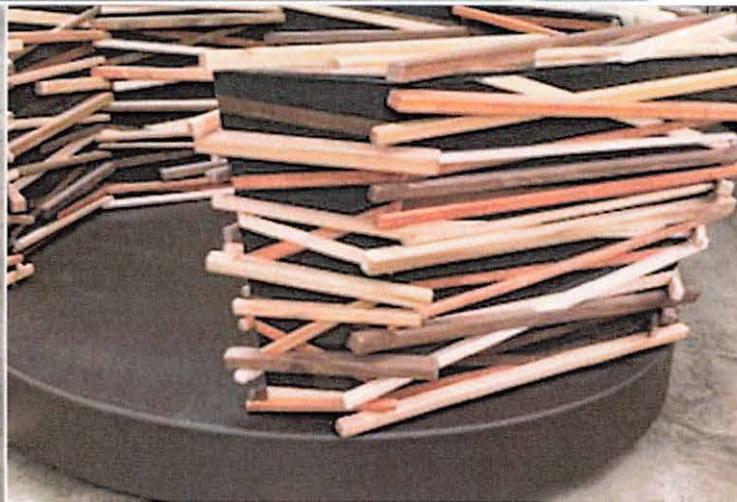
**3) Followers Love New Routes & Unique Planes**

- ALB's 8 most-viewed Facebook posts of all time were all in first half of 2025
- Nearly all focused on unique aircraft and new routes and airlines flying out of ALB

**ART &  
CULTURE  
PROGRAM**

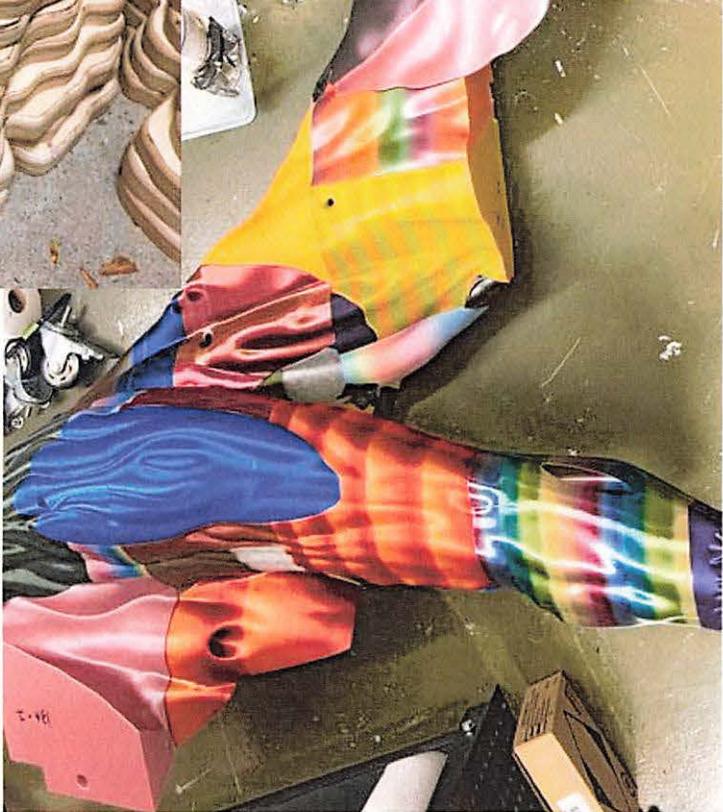
ALBANY INTERNATIONAL AIRPORT

**25 YEARS** OF MAKING  
ART PUBLIC





*Apple of Your Eye*





# Planning And Strategy

**ALB** ALBANY  
INTERNATIONAL AIRPORT

**ACTION  
ITEMS**

July 2025

**ALB**

**ALBANY**

INTERNATIONAL AIRPORT

A photograph of the Albany International Airport entrance sign at dusk. The sign is a large, dark structure with two arched sections on top, each containing several parallel blue neon tubes. The word "ALBANY" is written in large, white, sans-serif capital letters across the top. Below it, the word "International" is written in a smaller, white, sans-serif font. Below that, the word "AIRPORT" is written in large, white, sans-serif capital letters. The background shows a sunset sky with orange and pink hues, and a view of the airport tarmac and terminal buildings in the distance.

ALBANY  
International  
AIRPORT

July 2025

**ALB** ALBANY  
INTERNATIONAL AIRPORT

# **AGENDA ITEM NO. 1**

## **Chairman's Remarks**

**NOTICE**



*Posted:  
Website  
Information best  
Achauld  
7/7/25*

**ALBANY COUNTY AIRPORT AUTHORITY  
MEETING NOTICE**

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

The Albany County Airport Authority will hold its regularly scheduled meeting on **Monday, July 14, 2025 at 9:00 a.m.** The meeting will be held in the Conference Room on the 3rd Floor located in the Main Terminal at the Albany International Airport, Albany, New York.

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

ALBANY INTERNATIONAL AIRPORT

Account Number: 061026000  
Order Number: IPLATU0090600

737 ALBANY SHAKER RD

Albany NY 12211

STATE OF NEW YORK)

:SS.:

COUNTY OF ERIE)

The undersigned, being duly sworn, says that he/she is a Authorized Custodian of Records of THE TIMES UNION, a daily newspaper printed in the county of Albany, Town of Colonie, and Published in the County of Albany, Town of Colonie and the City of Albany, aforesaid and that notice of which a printed copy is annexed has been regularly published in the said ALBANY TIMES UNION on the following dates:

07/10/2025

George Hearst, Publisher

By: Nora Hewson

Nora Hewson

Authorized Designee of George Hearst, Publisher of the Times Union

Subscribed and sworn to before me, this 10th day of July 20 25.

Sarah A. Perez  
Notary Public Signature

Sarah A. Perez  
Notary Public – State of New York  
No. 01PE0006459  
Qualified in Erie County  
Commission Expires: 4/27/2027

IPLATU0090600

**ALBANY COUNTY AIRPORT AUTHORITY  
MEETING NOTICE**

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**Liz Charland**

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**From:** Liz Charland  
**Sent:** Monday, July 7, 2025 11:11 AM  
**To:** 'TU Legals'  
**Subject:** RE: Account No. 061026000 - Pre-Approved - No Confirmation Required

Please publish the Notice below one time as soon as possible. Thank you. – Liz

**ALBANY COUNTY AIRPORT AUTHORITY  
MEETING NOTICE**

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

The Albany County Airport Authority will hold its regularly scheduled meeting on **Monday, July 14, 2025 at 9:00 a.m.** The meeting will be held in the Conference Room on the 3rd Floor located in the Main Terminal at the Albany International Airport, Albany, New York.

**Liz Charland**

---

**From:** Liz Charland  
**Sent:** Monday, July 7, 2025 11:17 AM  
**To:** Harold Iselin; Janet Thayer; John-Raphael Pichardo; John-Raphael Pichardo; Kevin R. Hicks, Sr. (Personal); 'Samuel A. Fresina'; Samuel Fresina; Sari O'Connor; 'Steven H. Heider'  
**Subject:** ACAA Regular Board Meeting Monday July 14, 2025 at 9:00 a.m.

Please advise whether or not you will be attending the Board meeting on Monday, July 14, 2025 at 9:00 a.m.

Let me know if you have any questions.

Thank you.

Liz

**ALBANY COUNTY AIRPORT AUTHORITY  
MEETING NOTICE**

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

The Albany County Airport Authority will hold its regularly scheduled meeting on **Monday, July 14, 2025 at 9:00 a.m.** The meeting will be held in the Conference Room on the 3rd Floor located in the Main Terminal at the Albany International Airport, Albany, New York.

## Liz Charland

---

**From:** Liz Charland  
**Sent:** Monday, July 7, 2025 11:13 AM  
**To:** Amelia Calhoun (Confidential Secretary to County Executive); 'Bart Johnson'; 'Beth DiBattista (Turner)'; 'Brian King'; 'Cameron Sagan (Albany County)'; 'Carl Stewart (Turner)'; Carmiena Brooks; Chris Menge; 'County Executive Daniel P. McCoy'; Dave Collins; 'Frank Mauriello, Albany County Minority Leader'; 'George Penn (Albany County)'; James Curran (Minority Counsel); 'Jermy Martelle (CHA)'; 'Jill Bryce'; Johanna Bateman; Kevin Butterfield; 'Larry Rulison (Times Union)'; 'LRulison (Times Union)'; 'Lynne Lekakis Mass Transit Committee'; 'Majority Leader Dennis Feeney'; 'Mary Rozak (Albany County)'; Melissa Wolfgang; 'Mike DeMasi (Business Review)'; 'mmangini'; 'Pete Rea'; Rebekah Kennedy (Majority Counsel); 'Rich Amadon (CHA)'; 'Rick Karlin'; 'Rob Wagner (Project Manager Turner)'; 'Spotlight News'; Steve Dorsey; Steve Smith; Susan Quine-Laurilliard (Mass Transit); Todd Pennington; 'WRGB News'  
**Subject:** ACAA Regular Board Meeting - Monday July 14, 2025 at 9:00 a.m.

### **ALBANY COUNTY AIRPORT AUTHORITY MEETING NOTICE**

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

The Albany County Airport Authority will hold its regularly scheduled meeting on **Monday, July 14, 2025 at 9:00 a.m.** The meeting will be held in the Conference Room on the 3rd Floor located in the Main Terminal at the Albany International Airport, Albany, New York.

**Liz Charland**

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**From:** Liz Charland  
**Sent:** Monday, July 7, 2025 11:12 AM  
**To:** Saratogian Newspapers; The Colonie Spotlight; The Gazette; The Troy Record  
**Subject:** ACAA Regular Board Meeting - Monday July 14, 2025 at 9:00 a.m.

ALBANY COUNTY AIRPORT AUTHORITY  
MEETING NOTICE

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

The Albany County Airport Authority will hold its regularly scheduled meeting on Monday, July 14, 2025 at 9:00 a.m. The meeting will be held in the Conference Room on the 3rd Floor located in the Main Terminal at the Albany International Airport, Albany, New York.

## **AGENDA ITEM NO. 2**

### **Approval of Minutes**

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

**June 9, 2025**

Pursuant to notice duly given and posted, the regular meeting of the Albany County Airport Authority was called to order on June 9, 2025 at 9:15 a.m. in the Third Floor Conference Room located in the Terminal at the Albany International Airport, Albany, New York by the Chair, Samuel A. Fresina, with the following present:

**MEMBERS PRESENT**

Samuel A. Fresina, Chair  
Steven Heider  
Kevin R. Hicks, Sr.  
Harold Iselin  
Sari O'Connor  
Janet M. Thayer

**MEMBERS ABSENT**

John-Raphael Pichardo

**STAFF**

Peter F. Stuto, Chief Executive Officer  
Christine C. Quinn, Airport Counsel  
Margaret Herrmann, Acting Chief Financial Officer  
John LaClair, Chief Engineer  
Matt Mokey, Airport Engineer  
Kathy Greenwood, Director of Art & Culture  
Helen Chadderdon, Marketing Manager  
Matt Hunter, Communication Director  
Liz Charland, Administrative Services  
Bobbi Matthews, Purchasing Agent  
Debbie Pasquini, Confidential Secretary

**ATTENDEES**

Dennis Feeney, Majority Leader  
Susan Quine-Laurilliard, Chair Multi-Modal Transit Committee f/k/a Mass Transit Committee  
Andrew King, Avports  
Todd Pennington, Airport Manager, Avports  
Carmiena Brooks, Assistant Airport Manager, Avports

Chief Dorsey, ARFF Fire Chief  
Chris Pasquini, Avports  
Kevin Hehir, Avports  
Ray Camilli, Avports  
Jim O'Brien, Avports Operations  
Jeff Lovell, Managing Director, Park Strategies, LLC  
Kevin Butterfield, Albany County  
Don Brundage, AvPorts  
Brian King, Million Air  
Arturo Garcia-Alonso, AvPorts  
Mark Ricks, AvPorts CEO

Chair Fresina noted that there was a quorum.

**General:**

**1. Chairman's Remarks**

Chair Fresina advised former Board member Dr. Lyon Greenberg and long time County Legislator Bill Clay passed away last week.

Chair Fresina also welcomed Harold Iselin to the Board.

**2. Approval of Minutes**

Ms. O'Connnor moved to approve the minutes of the May 12, 2025 meeting.

The motion was adopted unanimously.

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

Mr. Stuto presented a Communications and Chief Executive Officer's Report for the month of June 2025.

**Reports:**

**4. Chief Operating Officer**

Ms. Quinn presented the Chief Operating Officer's report for the month of June 2025 (Power Point attached.)

**5. Chief Financial Officer**

Ms. Herrmann presented the Financial Report for the month of June 2025. (Power Point attached.)

Mr. King from Million Air presented a report on Sustainable Aviation Fuel (SAF).

**6. Project Development**

Messrs. LaClair and Mokey presented the Project Development Report for the month of June 2025. (Power Point attached.)

**7. Counsel**

**8. Concessions/Ambassador Program**

Ms. Chadderdon presented the Concessions/Ambassador Report for the month of June 2025.

**9. Public Affairs**

Mr. Hunter presented the Public Affairs Report for the month of June 2025.

**9A. Art & Culture Program**

Ms. Greenwood presented the Art & Culture Report for the month of June 2025.

**Action Items:**

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

**10.1 Issue Purchase Order for Purchase and Installation of New Heat Pumps by BPI Piping, Inc.**

Mr. LaClair recommended authorization to Issue a Purchase Order advanced as an emergency purchase as a category of sole source in the amount of \$156,903.00 to BPI Piping, Inc. He advised BPI has the current plumbing maintenance agreement with ACAA and during a recent maintenance call in the Terminal boiler room, it was discovered that several of the hot water pumps that supply domestic hot water and heating hot water were leaking around the bearings and the packing. The Airport HVAC tech investigated this issue and it was determined that all the pumps and the flex coupling that connects the pump to the system needed to be replaced. BPI will supply all the materials, equipment and manpower to complete the replacement of all the hot water pumps and flex couplings in the boiler room, while maintaining hot water flow.

Mr. Iselin moved to approve an emergency Purchase Order as an emergency purchase as a category of sole source in the amount of \$156,903.00 to BPI Piping, Inc. for the purchase and installation of new heat pumps to BPI Piping, Inc. The motion was adopted unanimously.

**10.2 Construction Contract: Authorization to Award Contract 1206-GC for Airport Traffic Signal Upgrades to Stilsing Electric.**

Mr. LaClair recommended authorization to award Contract No. 1206-GC for the Airport Traffic Signal Upgrades to qualified bidder Stilsing Electric of Rensselaer, N.Y. in the amount of \$55,200.00. He advised the contract scope includes setting up traffic control patterns to access the signal lights, providing and installing the new equipment to make the signal on demand.

Ms. O'Connor moved to approve Contract No. 1206-GC for the Airport Traffic Signal Upgrades to Stilsing Electric in the amount of \$55,200.00. The motion was adopted unanimously.

**11. Authorization of Change Orders**

**11.1 Change Order No. 4: Authorization of Change Order No. 4 for Construction Contract 1127-GC for Concourse A Rehabilitation to AOW Construction LLC.**

Mr. Mokey recommended Authorization to award Change Order No. 4 for Construction Contract 1127-GC for Concourse A Rehabilitation to AOW Construction LLC in the amount of \$55,205. He advised the change order work includes: 1) Installation of keypad requirements and associated wiring to meet security and operational needs for Gates A1, A2, A4, & A6. 2) During removal of the existing ceiling, existing wiring and conduits were found to be in conflict with the new ceiling grid and were required to be relocated. 3) Rework of soffit curvature and soffit over the escalator were required due to existing steel structures interfering with soffit layout.

Mr. Heider moved to approve Change Order No. 4 for Construction Contract 1127-GC for Concourse A Rehabilitation to AOW Construction, LLC in the amount of \$55,205. The motion was adopted unanimously.

**11.2 Change Order 13: Authorization to Award Contract Change Order No. 13 to Construction Contract 21-1082-GC for the Pre-TSA Terminal Expansion to MLB Construction Services, LLC.**

Mr. LaClair recommended authorization to award Change Order No. 13 to Construction Contract 21-1082-GC for the Pre-TSA Terminal Expansion to MLB Construction Services, LLC. in the amount of \$61,603. He advised this Change Order is requested due to changes to the contract work to provide additional steel support brackets for elevators #4 & #5 due to the existing elevator shafts being wider than the newer modern elevator cars. Additional change order work includes ceiling rework due to exploratory work near Stair D in the Main Terminal and additional work required to modify the existing conditions adjacent to the terminal mat.

Ms. O'Connor moved to approve Change Order No. 13 to Construction Contract 21-1082-GC for the Pre-TSA Terminal Expansion to MLB Construction

Services, LLC. in the amount of \$61,603. The motion was adopted unanimously.

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

**Old Business:**

**New Business:**

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

Mr. Iselin made a motion to go into executive session at 9:45 a.m. to discuss:

ES-1 Matter Involving a Particular Corporation

ES-2 Matter Involving a Particular Individual

The motion was adopted unanimously.

**There being no action taken and no further business, the meeting was adjourned at 10:34 a.m.**

**ALBANY COUNTY AIRPORT AUTHORITY**

**REGULAR MEETING**

**AGENDA**

**June 9, 2025**

**General:**

- 3. Chairman's Remarks**
- 4. Approval of Minutes**  
**Regular Meeting – May 12, 2025**
- 4. Communications and Report of Chief Executive Officer**

**Reports:**

- 4. Chief Operating Officer**
- 5. Chief Financial Officer**
- 6. Project Development**
- 7. Counsel**
- 8. Concessions/Ambassador Program**
- 9. Public Affairs**
- 9A. Art & Culture Program**

**Action Items:**

- 10. Authorization of Contracts/Leases/Contract Negotiations/Contract Amendments**
  - 10.1 Issue Purchase Order for Purchase and Installation of New Heat Pumps by BPI Piping, Inc.**
  - 10.2 Authorization to Award Contract 1206-GC for Airport Traffic Signal Upgrades to Stilsing Electric.**

**11. Authorization of Change Orders**

**11.1 Authorization of Change Order No. 4 for Construction Contract 1127-GC for Concourse A Rehabilitation to AOW Construction LLC.**

**11.2 Authorization of Change Order No. 13 for Construction Contract 21-1082-GC for Pre-TSA Terminal Expansion to MLB Construction Services, LLC.**

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

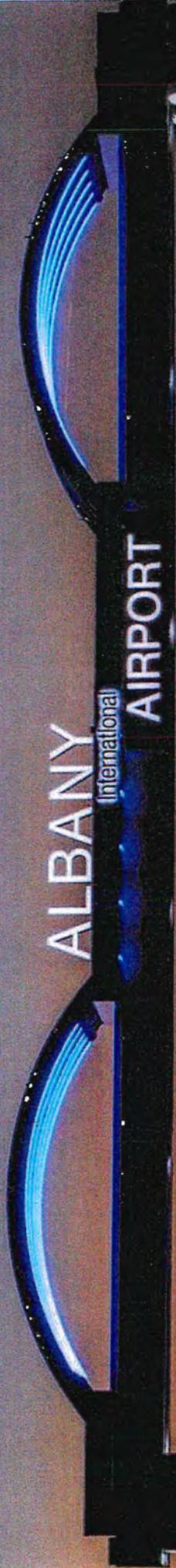
**Old Business:**

**New Business:**

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

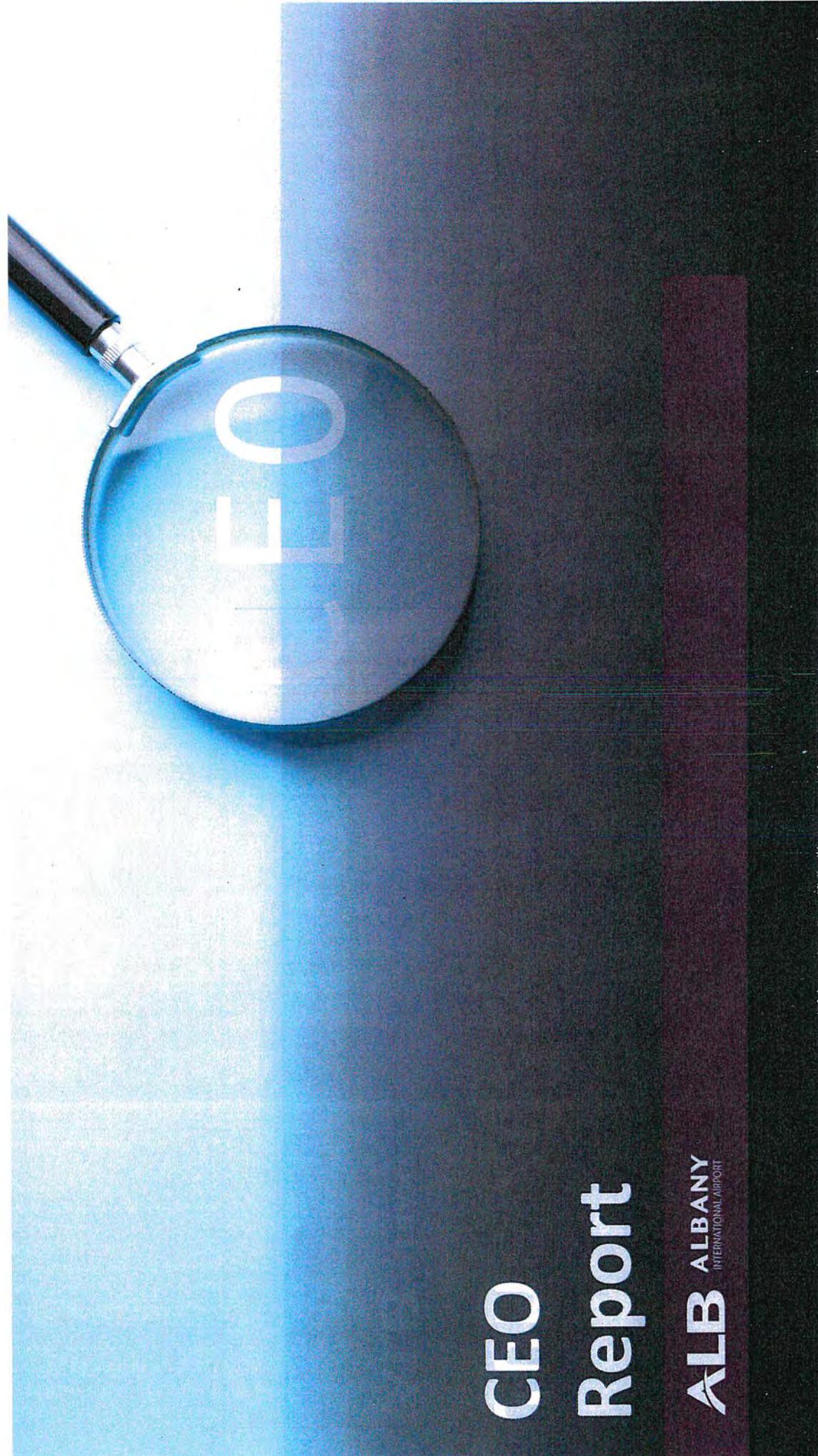
**ES-1 Matter Involving a Particular Corporation**

**ES-2 Matter Involving a Particular Individual**



June 2025

ALB ALBANY  
INTERNATIONAL AIRPORT



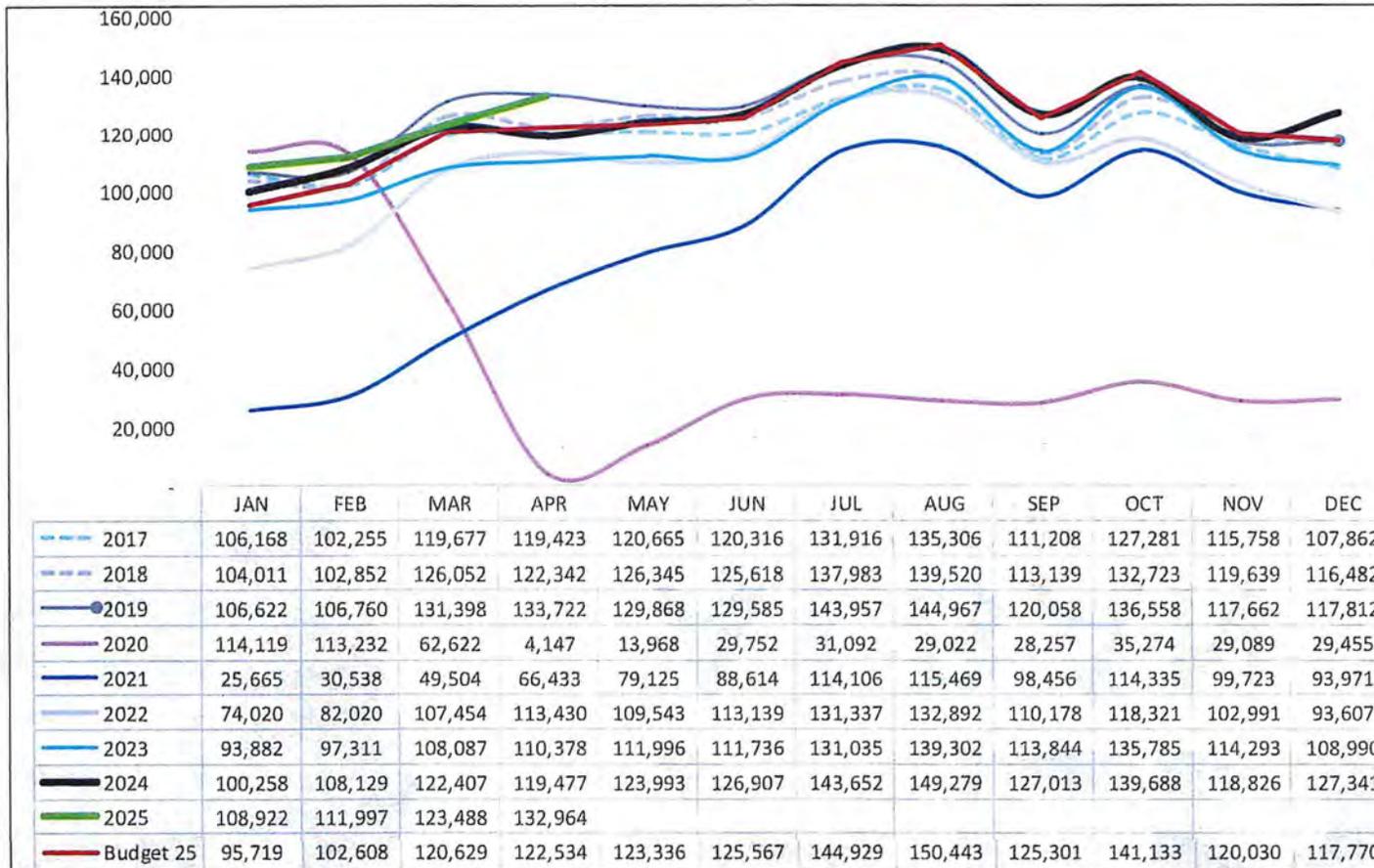
# CEO Report

**ALB** ALBANY  
INTERNATIONAL AIRPORT

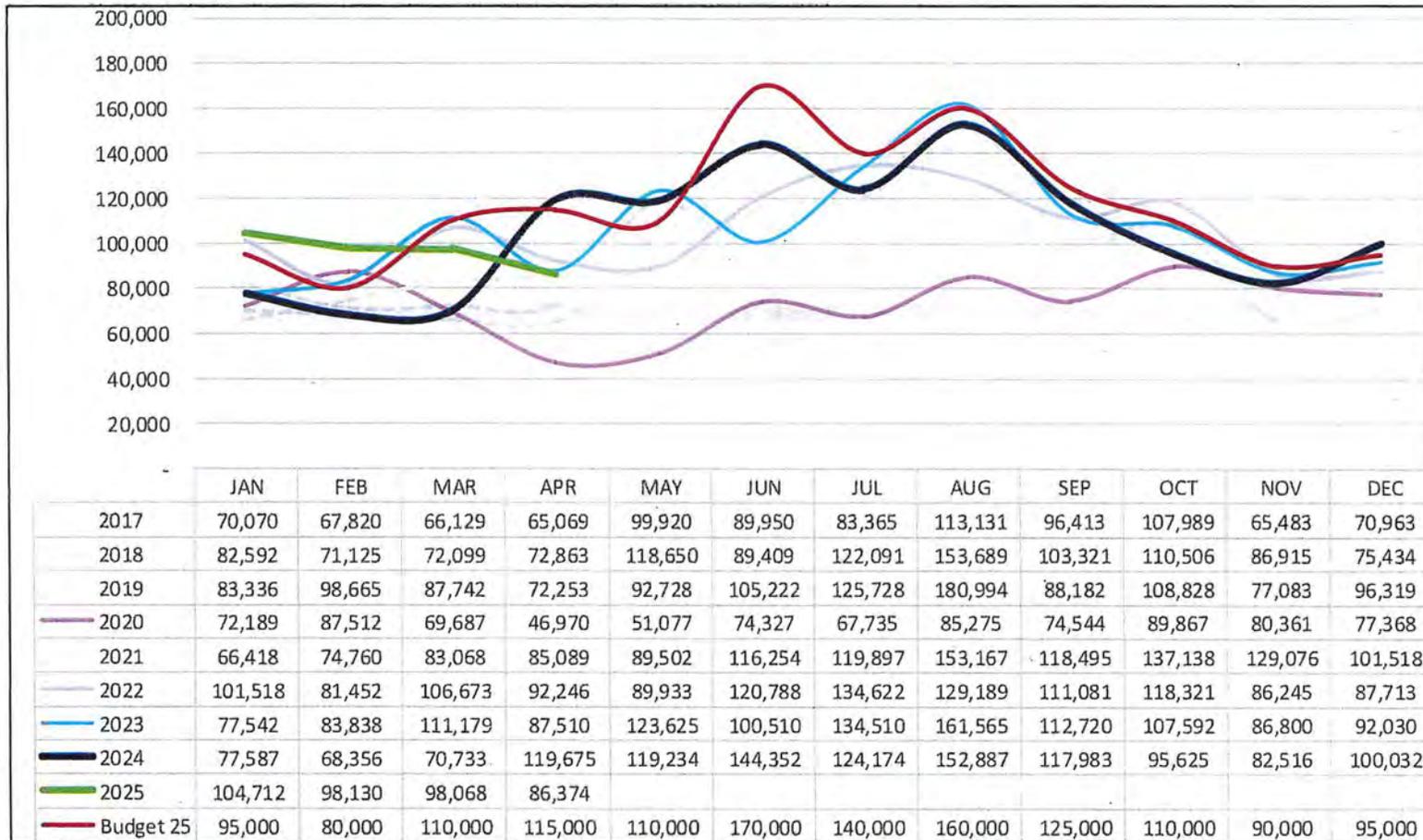
FINANCIAL  
REPORT

**ALB**  
**ALBANY**  
INTERNATIONAL AIRPORT

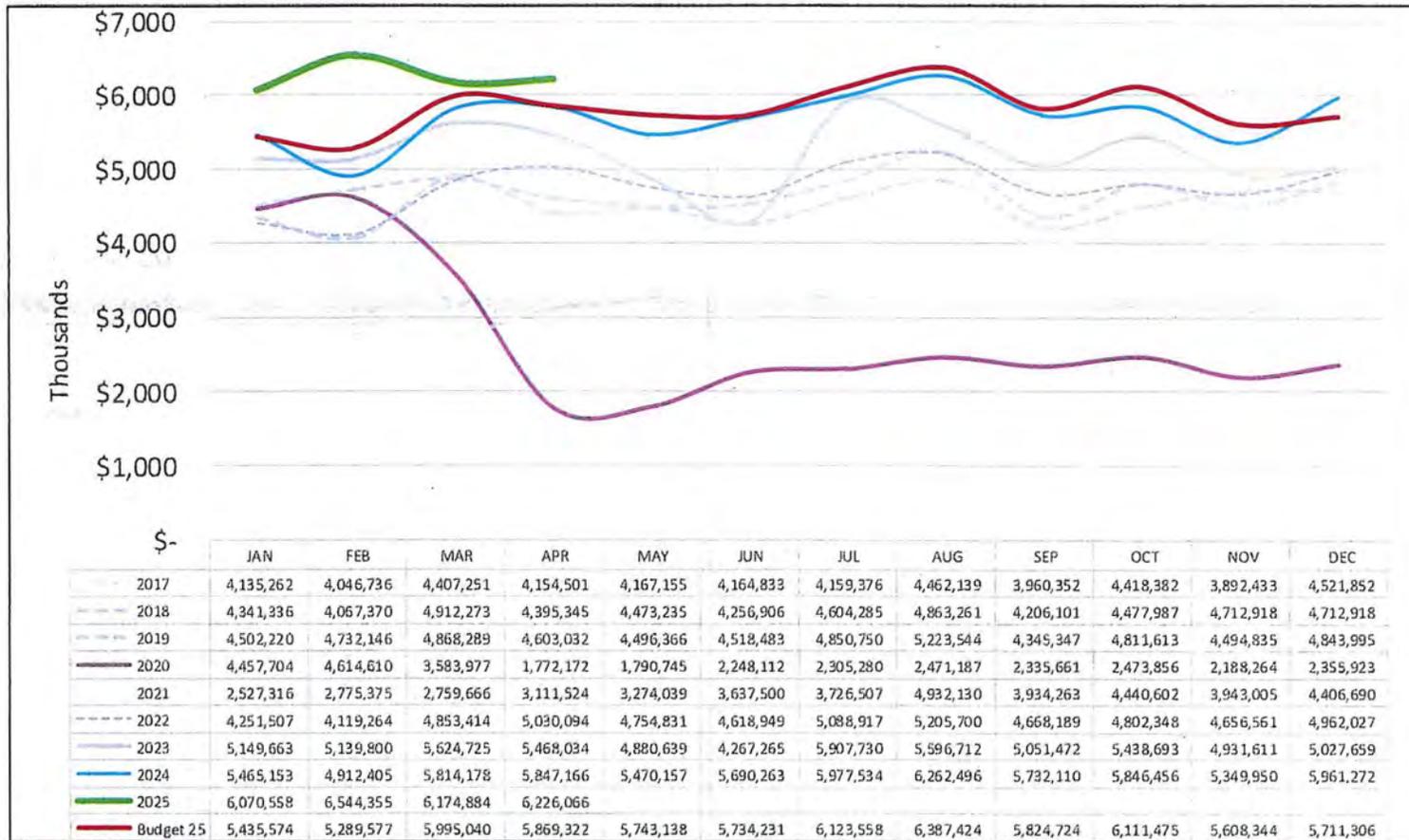
# Monthly Enplanements



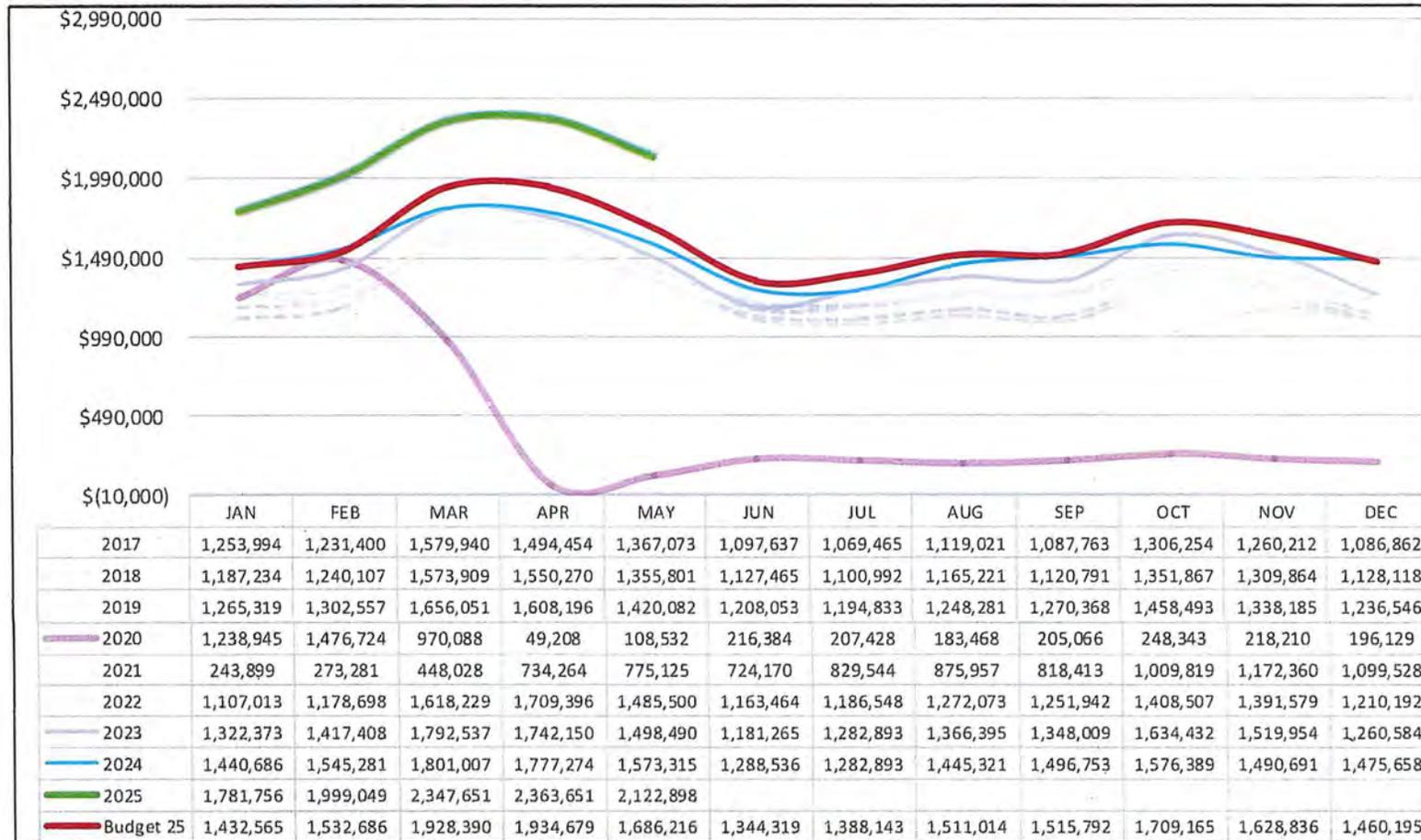
# Monthly Jet A | FBO only (gallons)



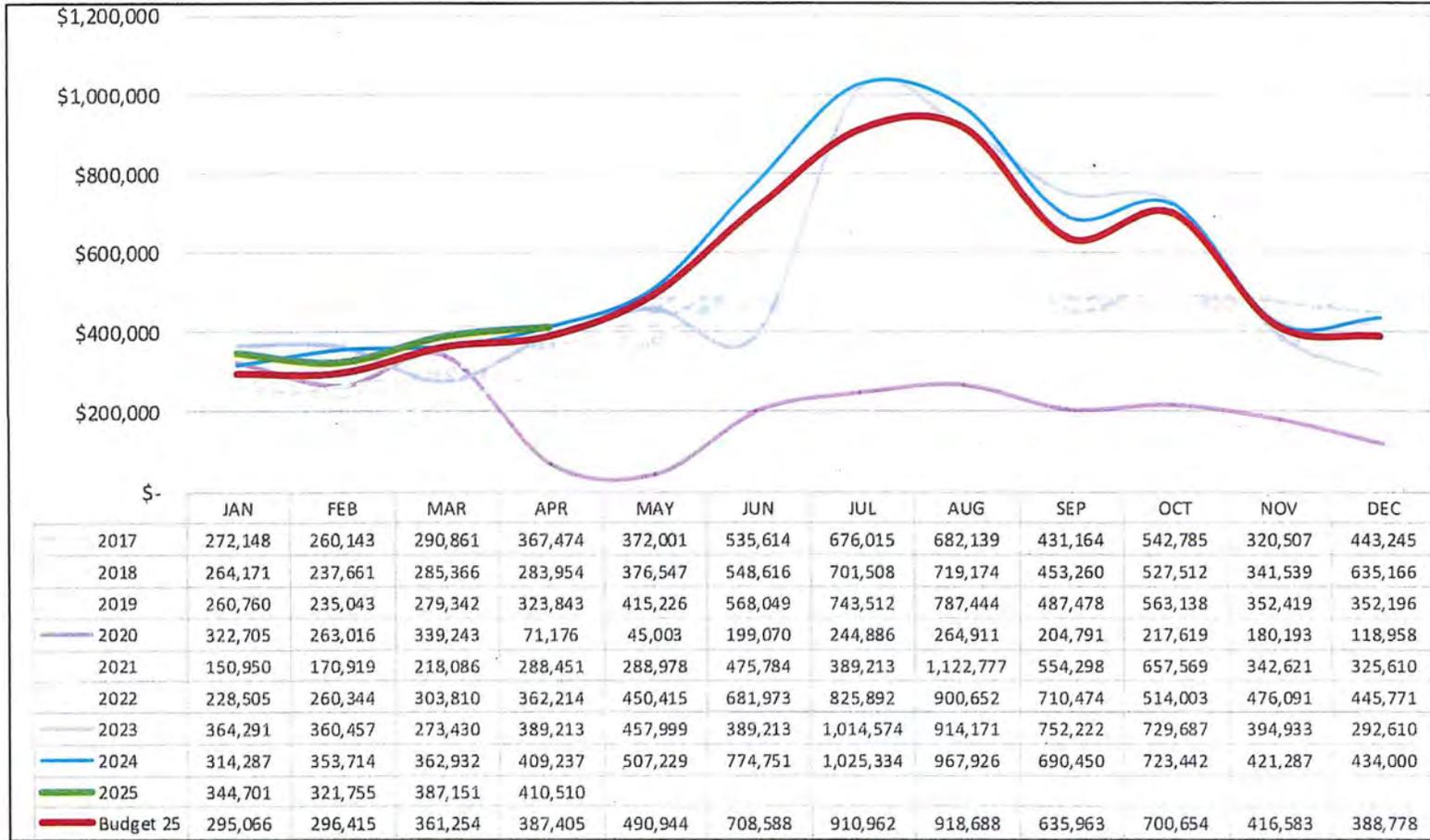
# Operating Revenue (incl. FBO)



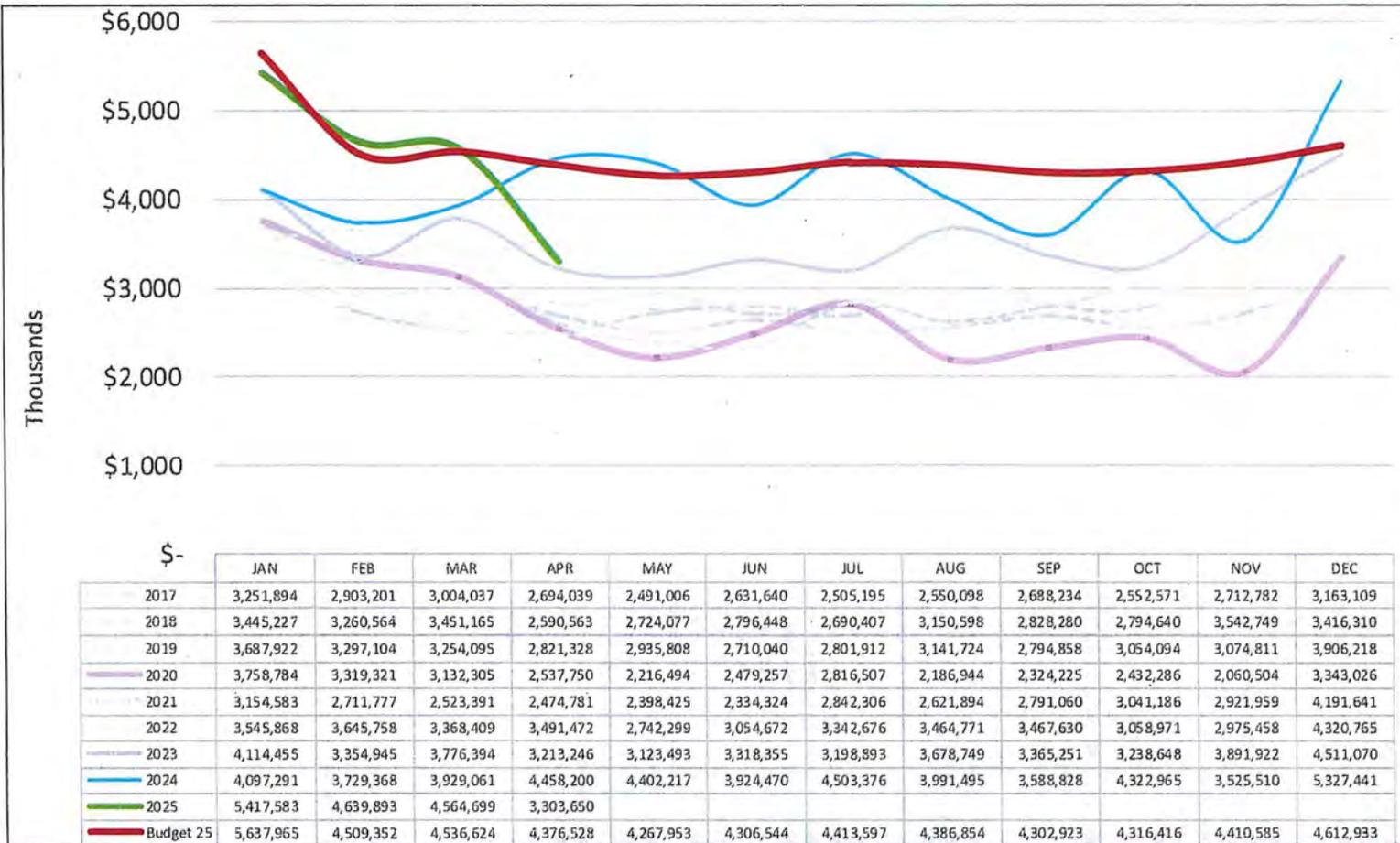
# Parking Revenue



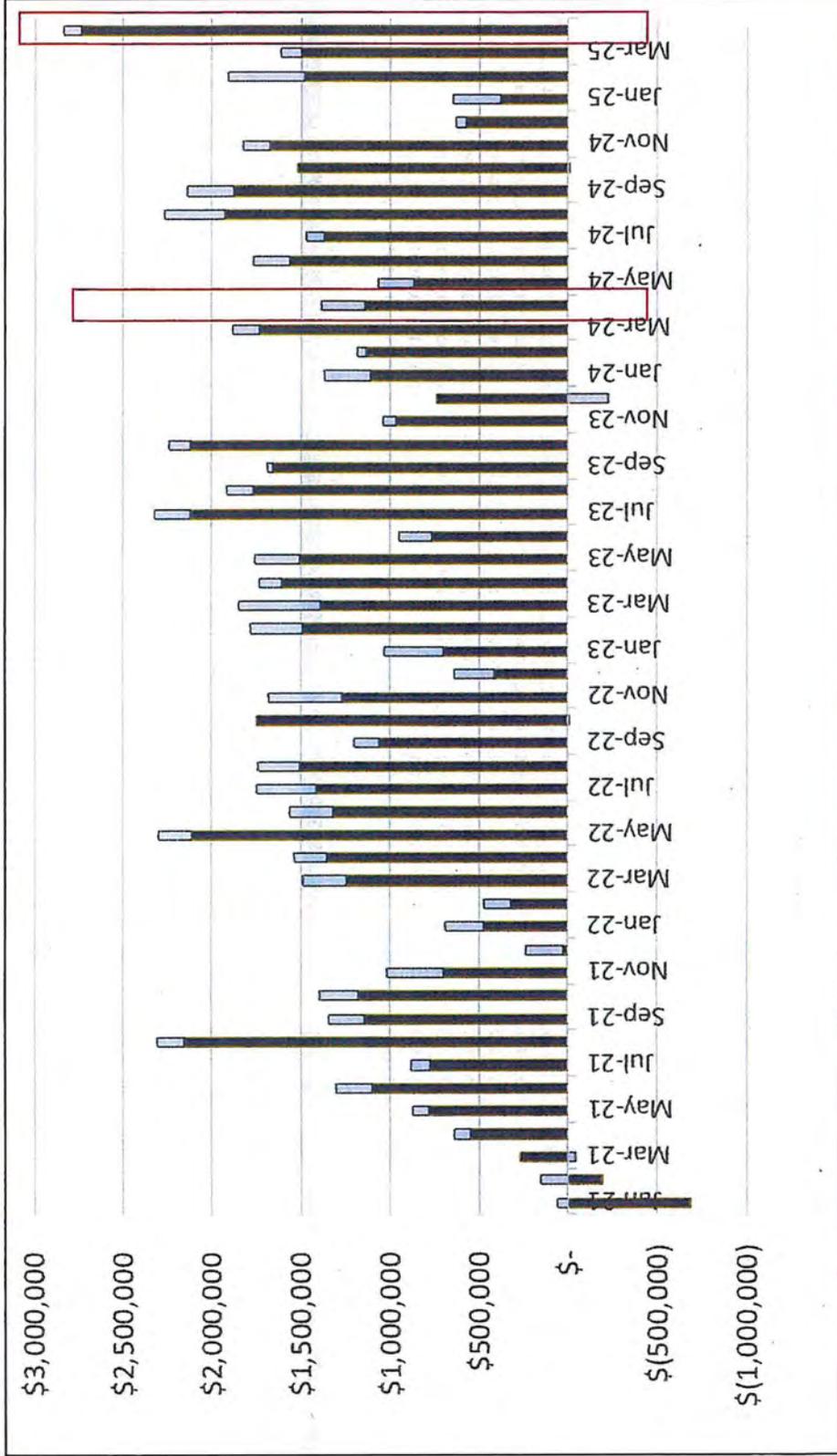
# Rental Car Revenue



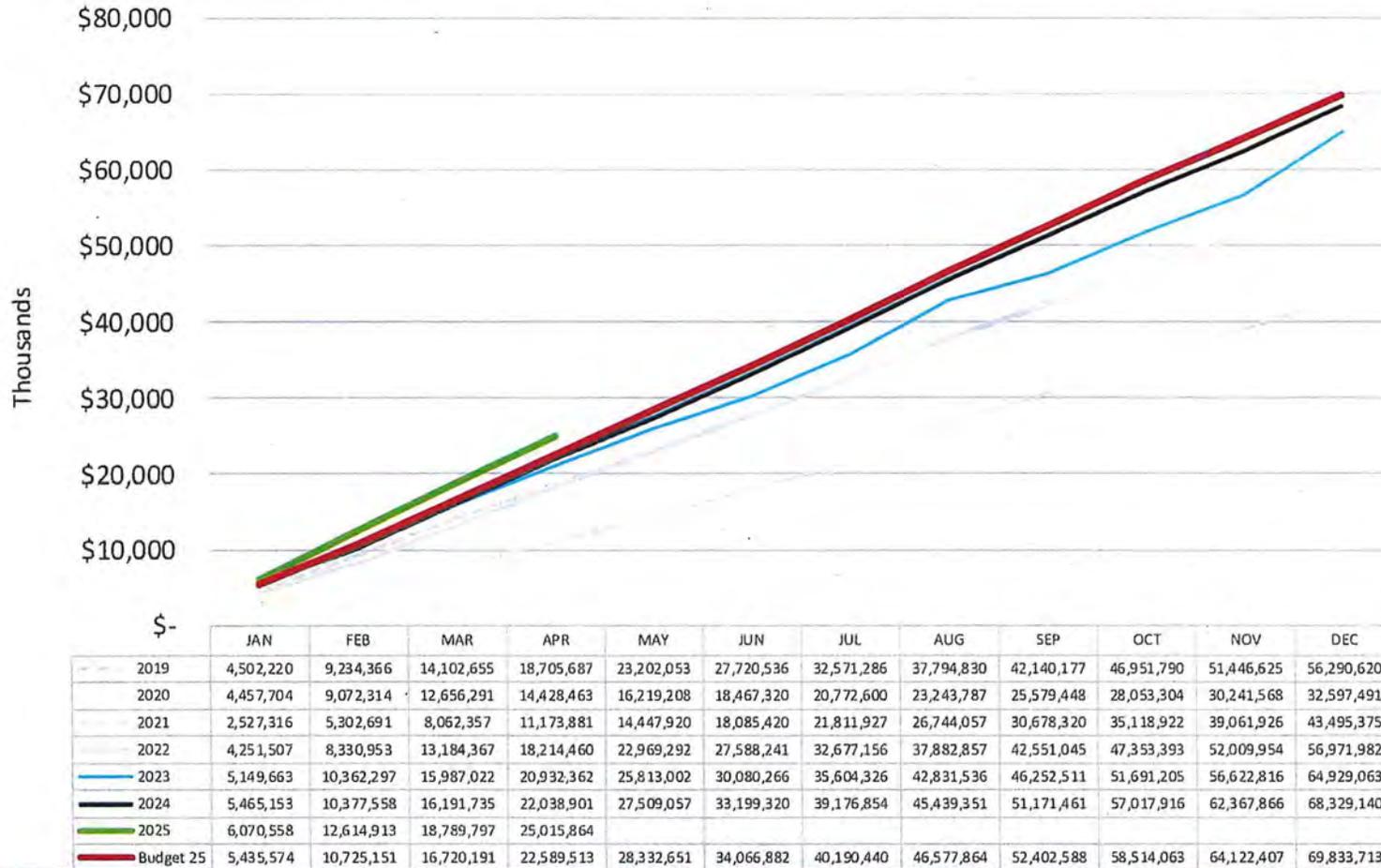
# Operating Expense (incl. FBO)



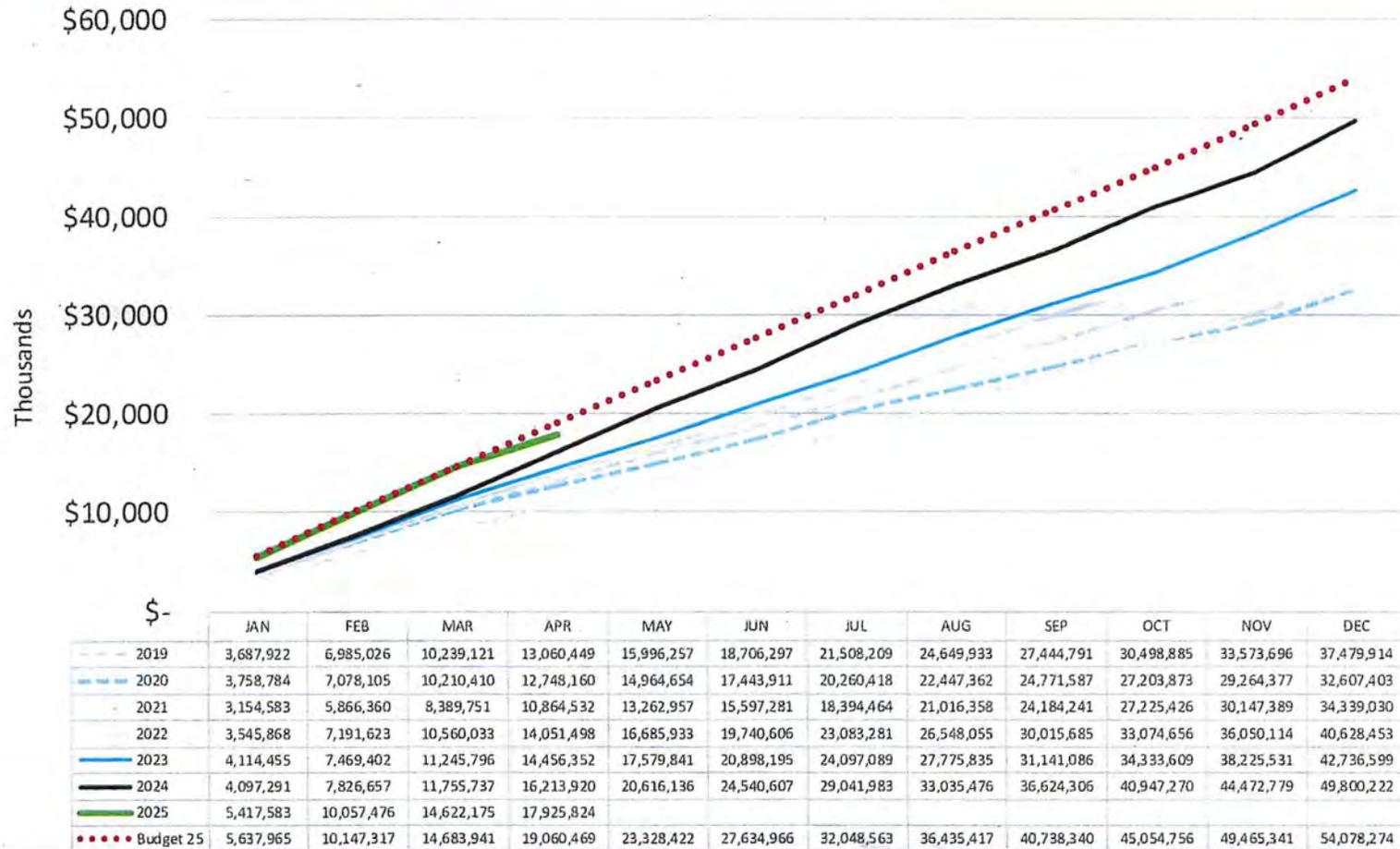
# Operating Net Profit (incl. FBO)



# YTD Operating Revenue (excluding CARES) vs. YTD Budget (including FBO)



# YTD Operating Expense vs. YTD Budget (including FBO)



## Line of Credit Draws

	Draw Date	Amount	Repayment Date
LOC Draw 01	8-Mar-24	\$ 984,381.73	12-Aug-24
LOC Draw 02	8-Mar-24	761,816.97	2-Apr-24
LOC Draw 03	20-Mar-24	959,655.24	8-Apr-24
LOC Draw 04	9-May-24	2,152,308.12	1-Jul-24
LOC Draw 05	9-May-24	1,285,737.86	1-Jul-24
LOC Draw 06	14-Jun-24	2,586,897.15	2-Oct-24
LOC Draw 07	14-Jun-24	2,337,750.23	2-Oct-24
LOC Draw 08	22-Aug-24	4,055,372.75	16-Oct-24
LOC Draw 09	15-Nov-24	3,159,332.20	10-Jan-25
LOC Draw 10	23-Dec-24	1,554,653.15	
LOC Draw 11	16-Jan-25	1,045,137.75	
LOC Draw 11	16-Jan-25	1,667,596.47	27-Mar-25
LOC Draw 12	27-Feb-25	875,236.80	
LOC Draw 12	27-Feb-25	1,342,431.04	18-Apr-25
LOC Draw 13	5-Mar-25	1,104,266.22	18-Apr-25
LOC Draw 13	5-Mar-25	1,366,011.17	18-Apr-25
LOC Draw 14	28-Apr-25	618,447.81	
LOC Draw 14	28-Apr-25	579,232.10	2-Jun-25
LOC Draw 15	12-May-25	391,933.11	2-Jun-25
LOC Draw 15	12-May-25	937,919.23	
LOC Draw 16	28-May-25	896,225.85	
LOC Draw 16	28-May-25	1,099,420.41	
	Outstanding	<u>\$ 7,027,041.00</u>	

# Airline Schedule

Albany International Airport  
 Airline and Direct Market Flights  
 For the week of June 8, 2025

IRLINE  
 legiant  
 merican  
 velo  
 reeze  
 elta  
 et Blue  
 outhwest  
 nited

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	3	3			3	3	1
	16	17	16	17	16	16	13
	1				1	1	
		1				1	
	9	9	9	9	9	9	8
	2	2	2	2	2	2	2
	11	12	12	12	12	12	12
	8	8	7	8	8	8	7
	50	52	46	48	51	52	43

DIRECT MARKET

Atlanta	3	3	3	3	3	3	3
Baltimore	4	5	5	5	5	5	4
Charleston							1
Charlotte	4	4	4	4	3	3	4
Chicago-Midway	2	3	3	3	3	3	2
Chicago-O'Hare	7	7	6	7	7	7	5
Dallas/Ft. Worth	1	1	1	1	1	1	1
Denver	1	1	1	1	1	1	1
Detroit	4	4	4	4	4	4	4
Fort Lauderdale	1	1	1	1	1	1	1
Las Vegas	1	1	1	1	1	1	1
Myrtle Beach	1	1			1	1	1
Nashville	1	2	1	1	1	2	1
New York LaGuardia	2	2	2	2	2	2	1
Orlando	3	2	2	2	2	2	3
Orlando/Sanford	1				1		
Philadelphia	5	5	4	5	5	5	4
Punta Gorda	1				1		
Raleigh Durham	1	1				1	
Sarasota Bradenton					1		
St. Petersburg		1				1	
Tampa							1
Washington/Dulles	4	4	4	4	4	4	4
Washington/Reagan	3	4	4	4	4	4	2
	50	52	46	48	51	52	43

### **Status of Airline Use & Lease Agreement Renewal for January 1, 2026:**

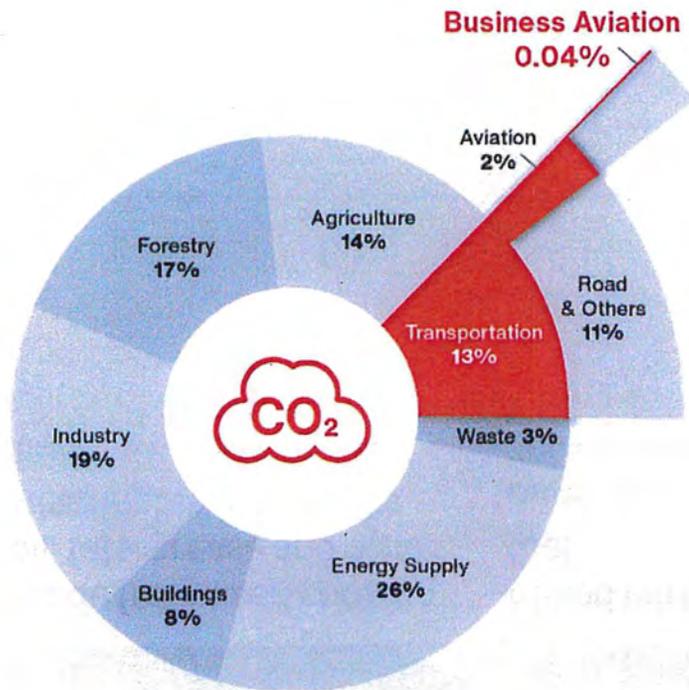
- May 22, ALB Use & Lease Kickoff Meeting w Signatory Airlines
- Jun 27, ALB Use & Lease Second Meeting
- Jul 25, ALB Use & Lease Third Meeting
- Aug 26, ALB Use & Lease Fourth Meeting, w 2025 Rates & Charges
- Sep 23, ALB Use & Lease Fifth Meeting, w 2025 Rates & Charges
- Oct 16, ALB Use & Lease Sixth Meeting
- Nov 20, ALB Use & Lease Seventh Meeting
- Dec 18, ALB Use & Lease Eighth Meeting
- February 27, 2025 Meeting to discuss redline version of agreement
- March 11, 2025 Internal meeting to discuss airline requested changes

Thank You!

*Monthly Financial Report*

**ALB**

# Business Aviation & SAF



## 16 years of SAF

Long road to adoption and sufficient production

## SAF makes the biggest impact on reducing CO<sub>2</sub> output

Largest emissions reduction potential = worth investing in

## Large corporations = Quickly adopting

Microsoft, American Express, NetJets, FlexJet are all SAF purchasers. Net-zero goals.

# What is Sustainable Aviation Fuel (SAF)?

A drop-in fuel. Can be used in any jet-fuel powered aircraft.



**Made from used cooking oil, fats, grease and other sustainable feedstocks**

Instead of refined petroleum!



**Mixed with traditional jet fuel**

Usually about a 30/70 mix (30% "Neat" or pure SAF)



**Safe for all aircraft**

ASTM D-1655 (jet fuel) certified

No modifications to aircraft or fueling infrastructure

Over half a million flights powered by SAF



**Reduces CO2 Emissions**

Fuel is made in a "cleaner" way  
Airplane flying with SAF will still have emissions when in the air, but, overall, there is a decrease across the fuel's lifecycle



## 57 Avfuel SAF Locations Globally

### U.S. Locations:

#### AZ

- Atlantic Scottsdale KSDL
- Avflight Mesa KFFZ
- Red Rock Aviation KSEZ

#### CA

- ACI KSBP
- ACI KSNA
- Atlantic Carlsbad KCRQ
- Atlantic Palm Springs KTRM
- Atlantic San Jose KSJC
- Atlantic Stockton KSCK
- Del Monte KMRY
- Million Air KBUR
- Monterey Jet KMRY
- Sonoma Jet Center KSTS
- Truckee Tahoe KTRK

#### CO

- Atlantic Aspen KASE
- Atlantic Montrose KMTJ
- Atlantic Rifle KRIL
- Telluride KTEX

#### FL

- Banyan KFXE
- Naples Aviation KAPF

#### OR

- Hillsboro KHIO

#### VT

- Heritage KBTV

#### WA

- Propeller Aero KPAE
- Skyservice Seattle KBF1

### International Locations:

#### France

- Bordeaux Airport LFBD
- Clermont-Ferrand Auvergne Airport LFLC
- Paris Airport-Le Bourget LFPB

#### Ireland

- Dublin Airport EIDW
- Shannon Airport EINN

#### Portugal

- Faro International Airport LPFR
- Francisco Sá Carneiro Airport LPPR
- Lisbon/Humberto Delgado Airport LPPT

#### United Kingdom

- Belfast International Airport EGAA
- Bristol Airport EGGD
- London Biggin Hill Airport EGKB
- Farnborough Airport EGLF
- Oxford Airport EGTK

#### Spain

- Alicante-Elche Miguel Hernández Airport LEAL
- Asturias Airport LEAS
- Bilbao Airport LEBB
- Josep Tarradellas Barcelona-El Prat Airport LEBL
- Girona-Costa Brava Airport LEGE
- Federico Garcia Lorca Granada Airport LEGR
- Ibiza Airport LEIB
- Jerez Airport LEJR
- Adolfo Suárez Madrid-Barajas Airport LEMD
- Málaga-Costa del Sol Airport LEMG
- Menorca Airport LEMH
- Murcia International Airport LEMI
- Palma de Mallorca Airport LEPA
- Reus Airport LERS
- Santiago-Rosalía de Castro Airport LEST
- Valencia Airport LEVC
- Vigo Airport LEVX
- Santander Airport LEXJ
- Zaragoza Airport LEZG
- Seville Airport LEZL



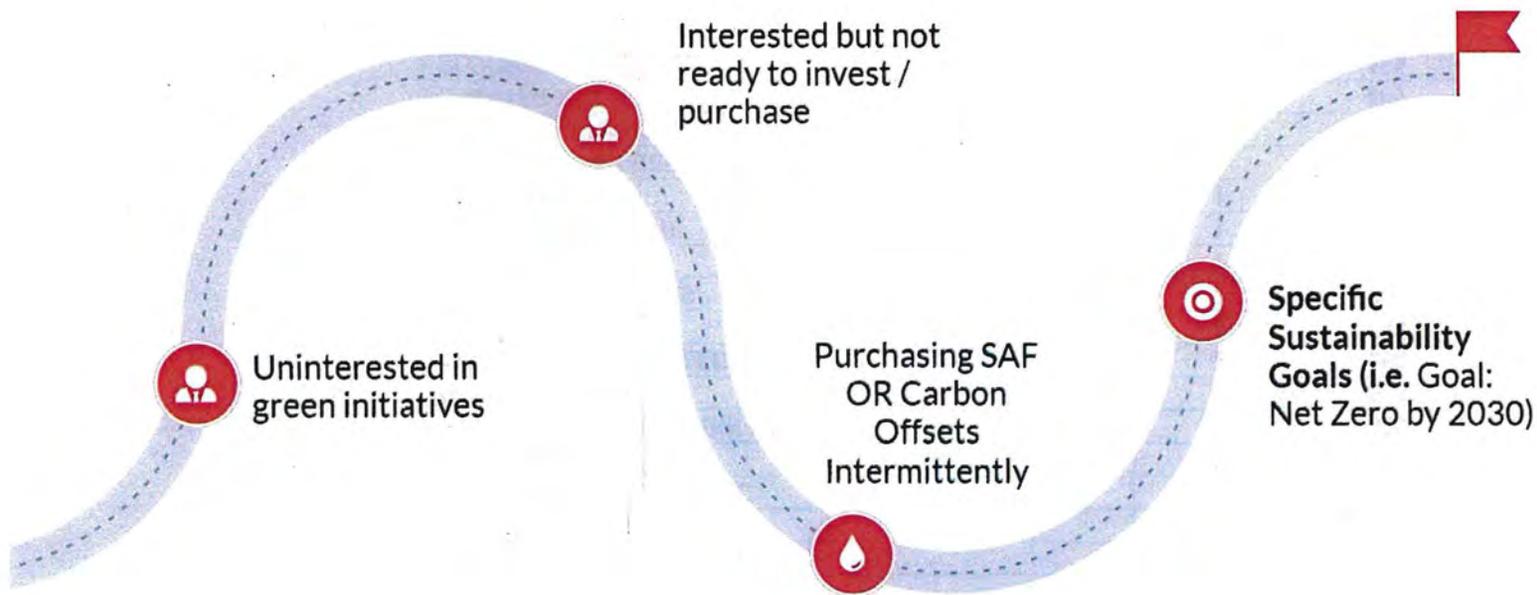
# Avfuel SAF Network

Continuous Supply to 5 Major Aircraft Manufacturers



- Textron Aviation, Wichita
- Bell Textron, Fort Worth
- Embraer, Melbourne
- Dassault Falcon Jet, Little Rock
- Boeing, Seattle

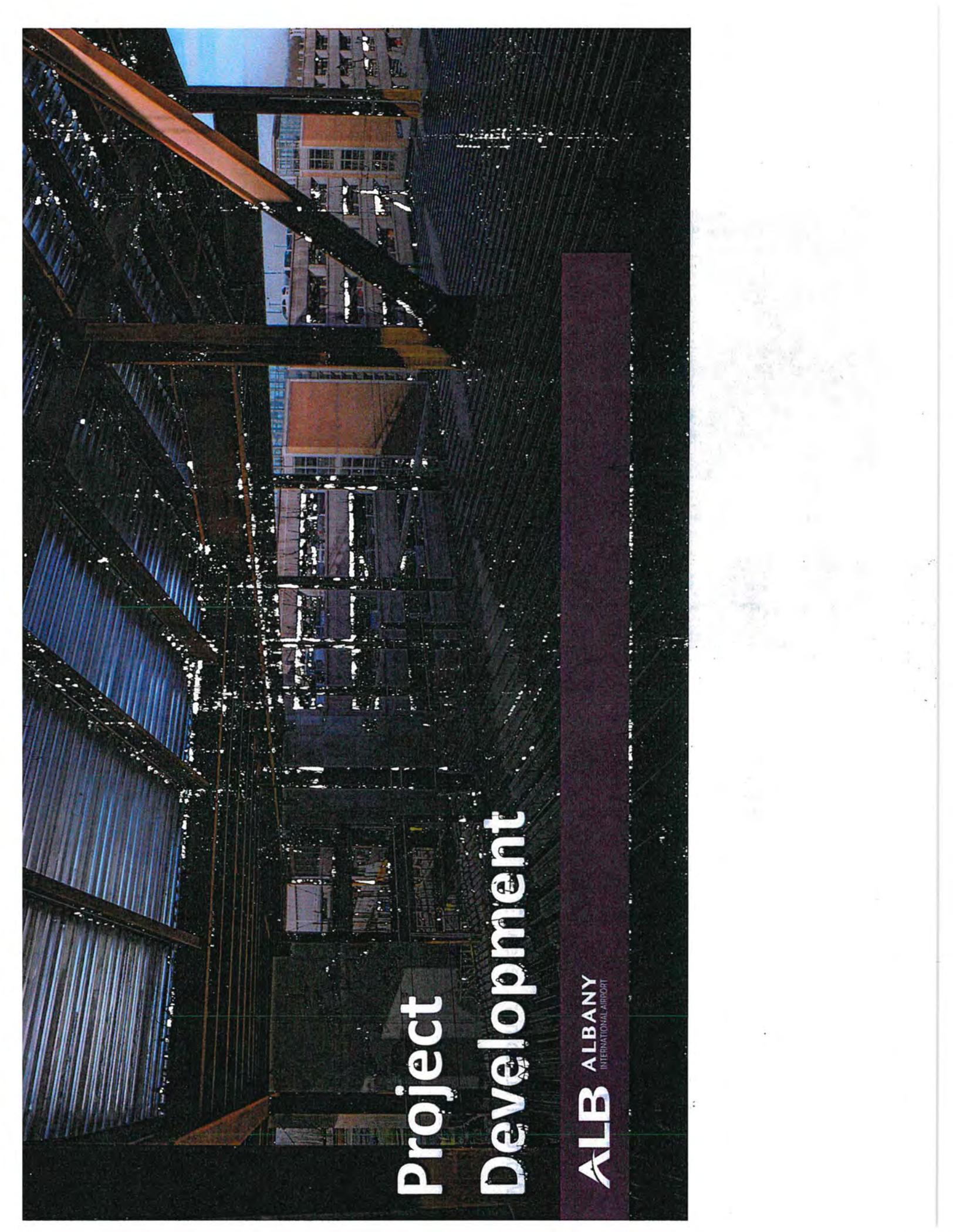
# Types of Customers



- Fractional / large fleet operators
- Fortune 500 corporate flight departments
- OEMs

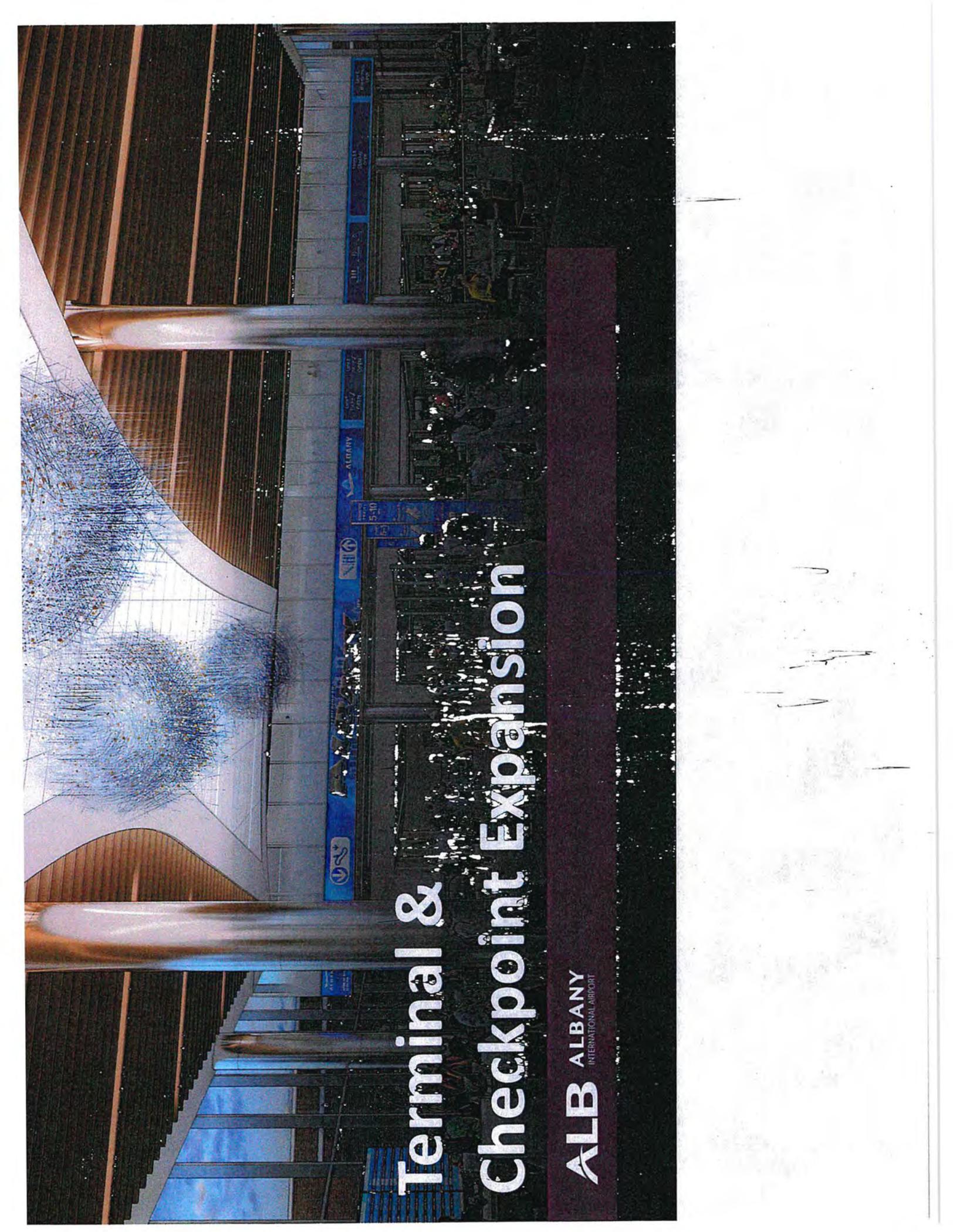
⊖ JAF Operator	1,000	424,144	339
⊕ NETJETS	374	142,901	382
⊕ FLEXJET	164	60,833	371
⊕ EXCLUSIVE JETS	128	39,144	306
⊕ WHEELS UP PRIVATE JETS LLC	107	23,470	219
⊕ EXECUTIVE JET MANAGEMENT	83	62,483	753
⊕ MOUNTAIN AVIATION	37	18,701	505
⊕ JET SELECT-VISTA AMERICA	33	22,026	667
⊕ SOLAIRUS AVIATION	24	13,463	561
⊕ LJ AVIATION	17	3,489	205
⊕ EXECUTIVE AIRSHARE	15	3,887	259
⊕ RED WING AEROPLANE COMPANY	14	3,960	283
⊕ NICHOLAS AIR	11	3,156	287
⊕ PRIVATE JETS INC	7	2,070	296
⊕ HERA FLIGHT LLC	6	4,420	737
⊕ JACKSON FAMILY WINES	5	6,900	1,380
⊕ SUN AIR JETS LLC	4	2,788	697
⊕ BELLAIR	4	931	233
⊕ THRIVE AVIATION	4	1,424	356
⊕ FLIGHT OPTIONS	4	558	140
⊕ ALANTE AIR CHARTER LLC	3	735	245
⊕ THRO AVIATION INC	3	485	162
⊕ JP MORGAN CHASE BANK NA	2	435	218
⊕ PLUS ONE AIR	2	873	437
⊕ AVLEASE COMPANY LLC	2	560	280
⊕ PEPSICO	2	633	317
⊕ BETA TECHNOLOGIES	2	81	41
⊕ DESERT JET	1	267	267
⊕ PRIESTER AVIATION	1	246	246
⊕ TARGET CORP	1	452	452
⊕ EXCELAIRE SERVICES INC	1	1,365	1,365
⊕ STEINS AIRCRAFT	1	735	735
⊕ CHARTER AIRLINES LLC	1	805	805
⊕ BLOOMBERG SERVICES LLC	1	165	165
⊕ CB AVIATION	1	303	303





# Project Development

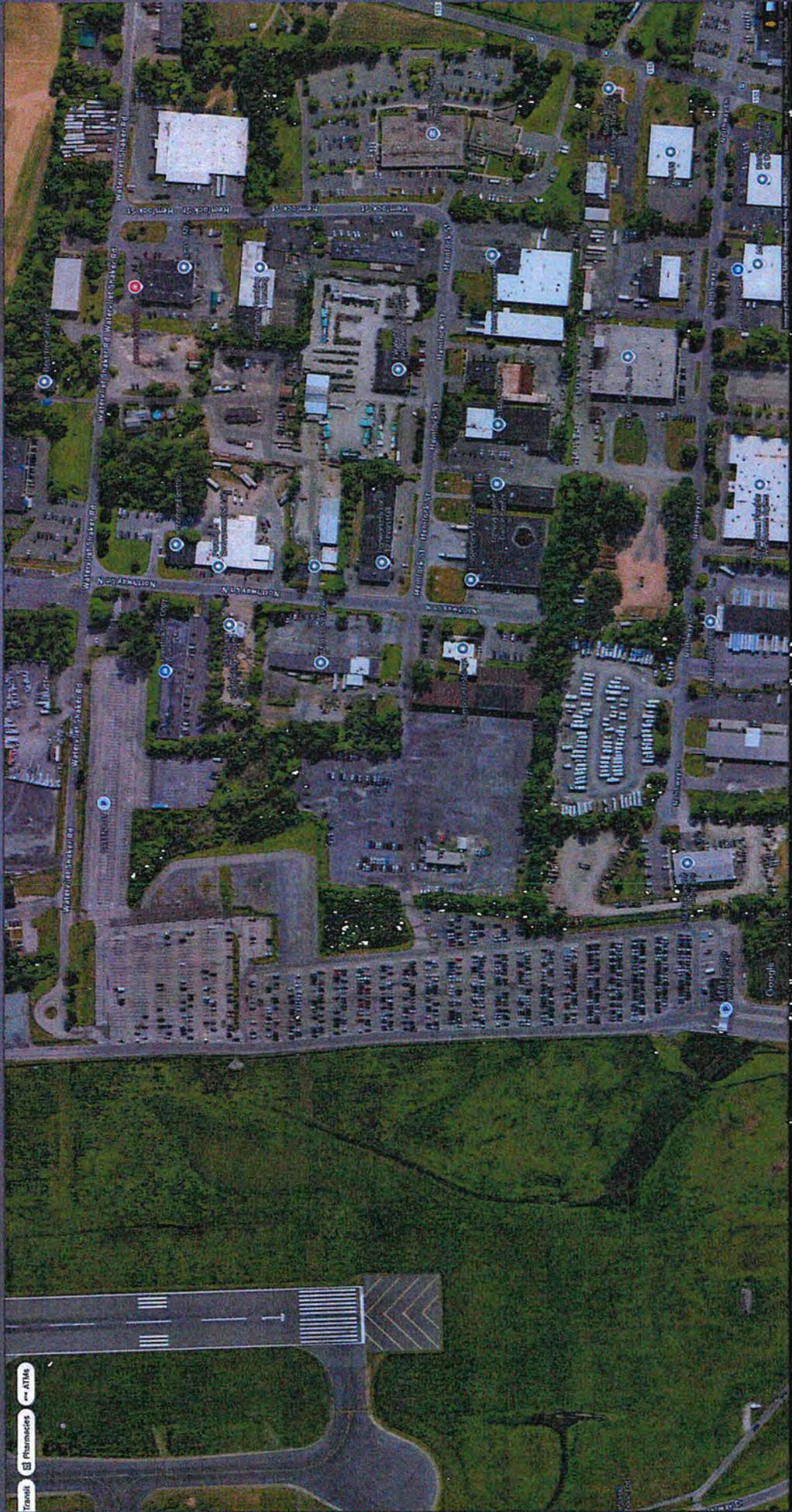
**ALB** ALBANY  
INTERNATIONAL AIRPORT



# Terminal & Checkpoint Expansion

**ALB** ALBANY  
INTERNATIONAL AIRPORT

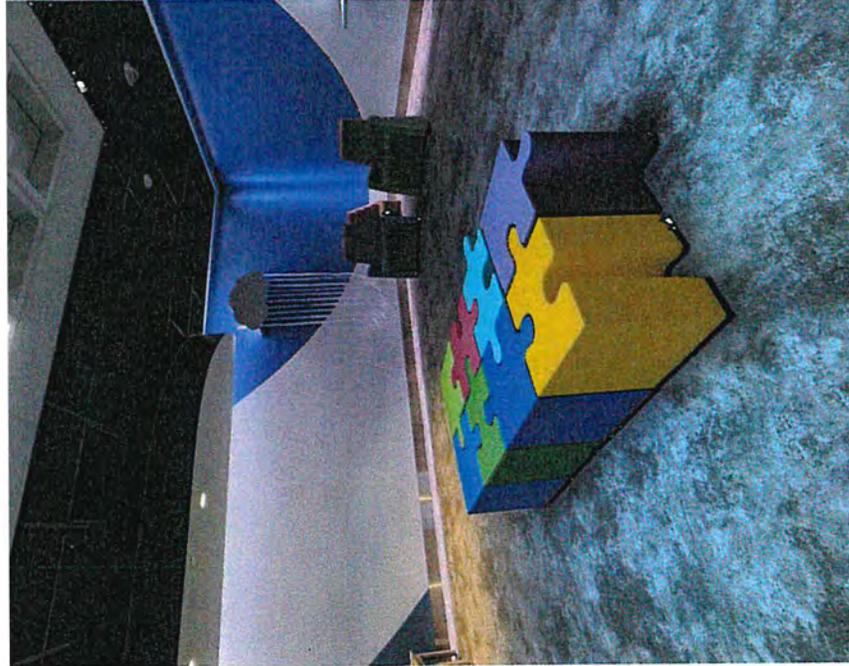
Handwritten notes and scribbles on the right side of the page, including a large 'V' and other illegible marks.



Transit

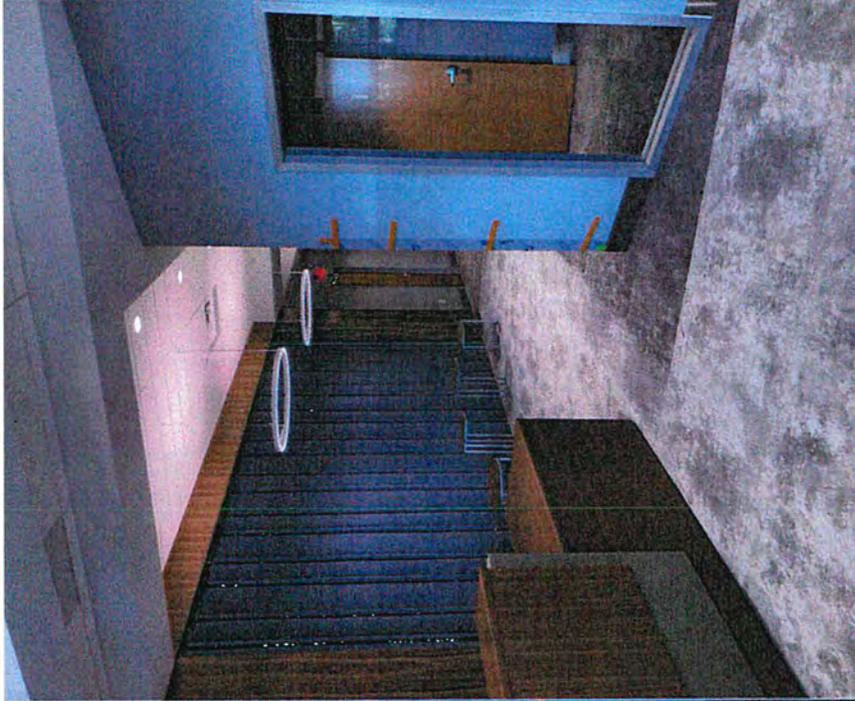
Pharmacies

ATMs



## Sensory Room & Children's Play Area

**ALB** ALBANY  
INTERNATIONAL AIRPORT

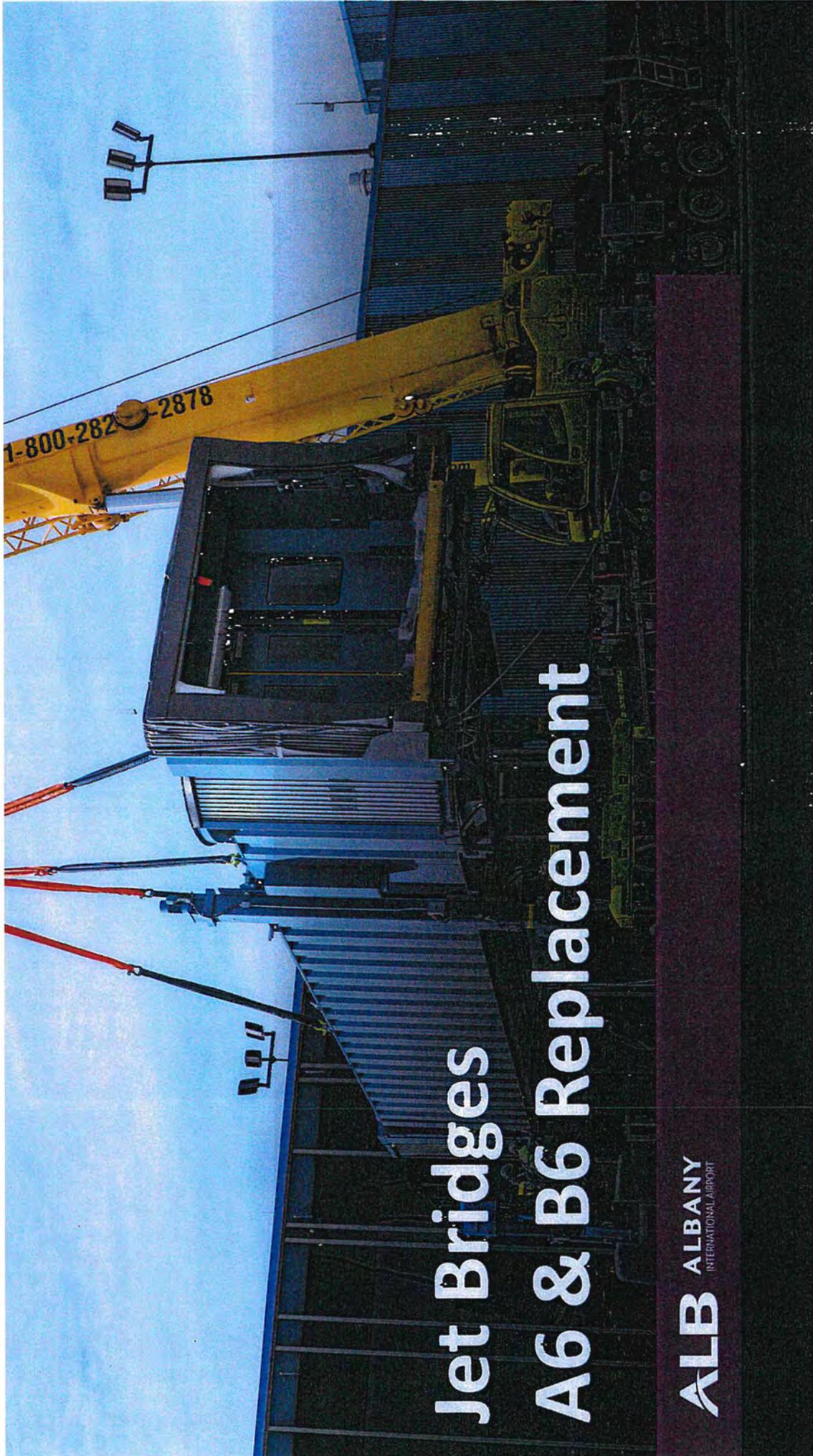


**ALB** ALBANY  
INTERNATIONAL AIRPORT

**Business Center**

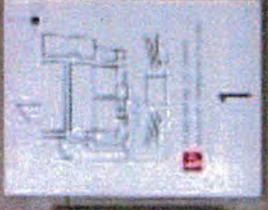
# Concourse A Rehabilitation

**ALB** ALBANY  
INTERNATIONAL AIRPORT



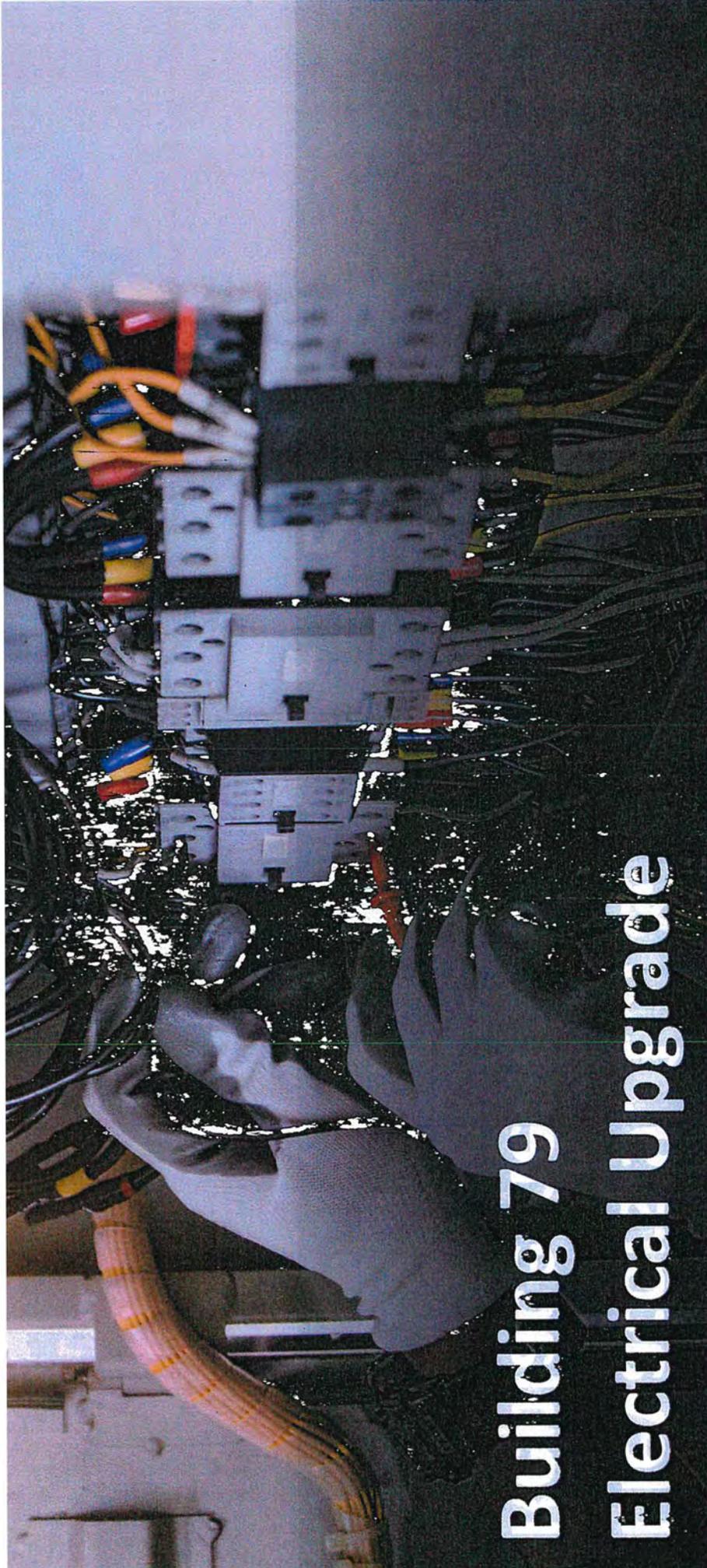
# Jet Bridges A6 & B6 Replacement

**ALB** ALBANY  
INTERNATIONAL AIRPORT



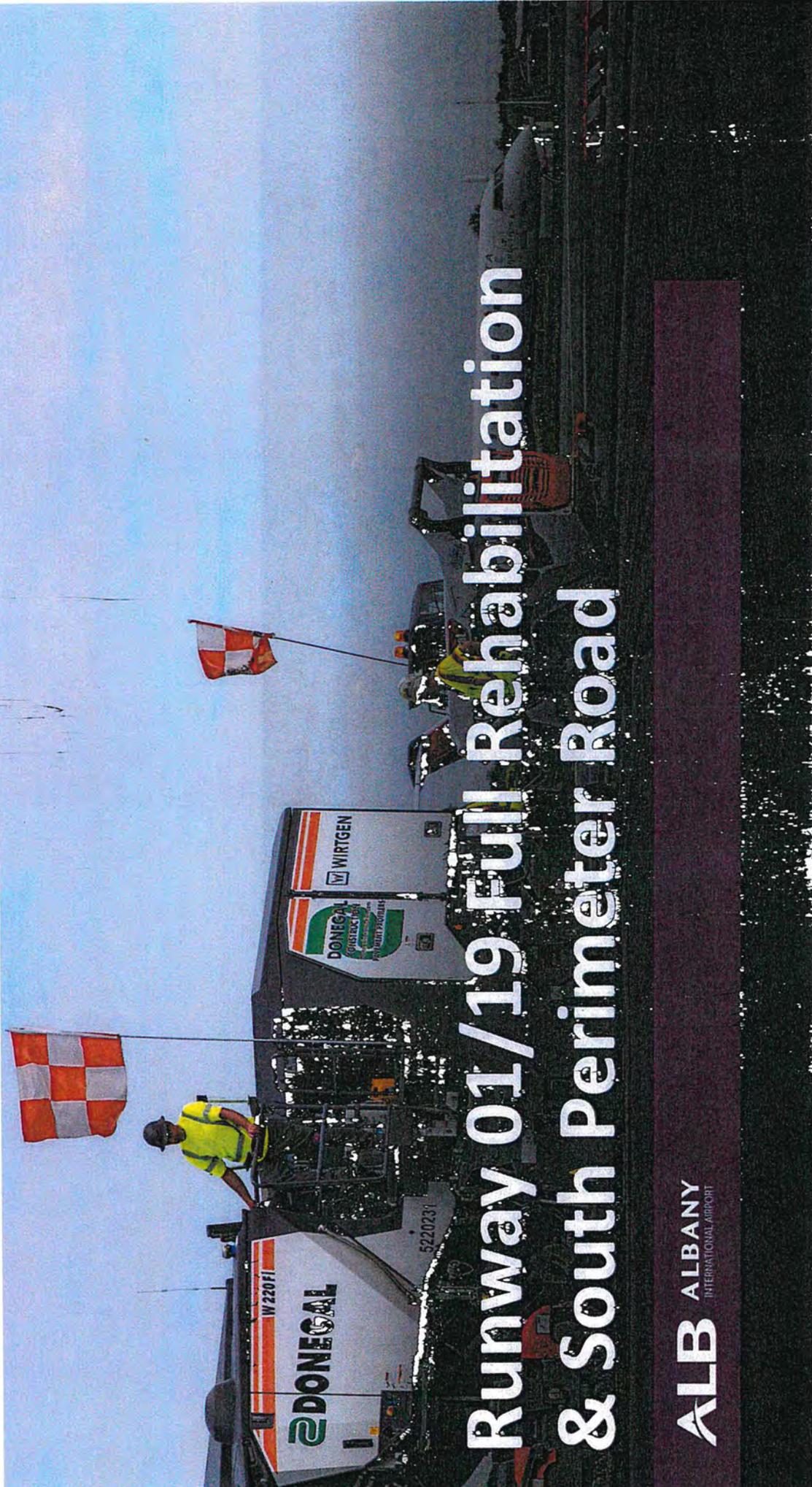
# Elevators 9, 10, & 11 Replacement

**ALB** ALBANY  
INTERNATIONAL AIRPORT



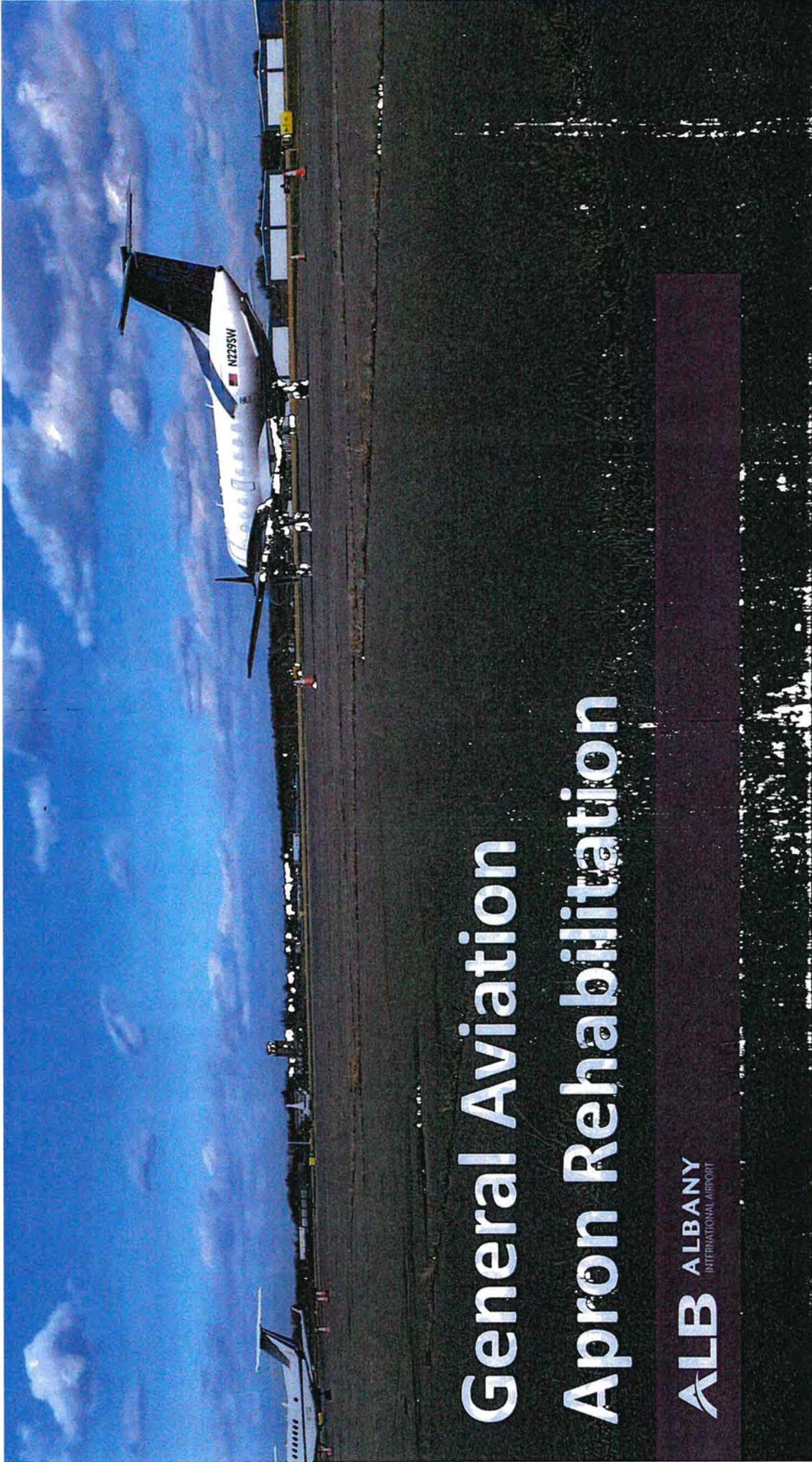
# Building 79 Electrical Upgrade

**ALB** ALBANY  
INTERNATIONAL AIRPORT



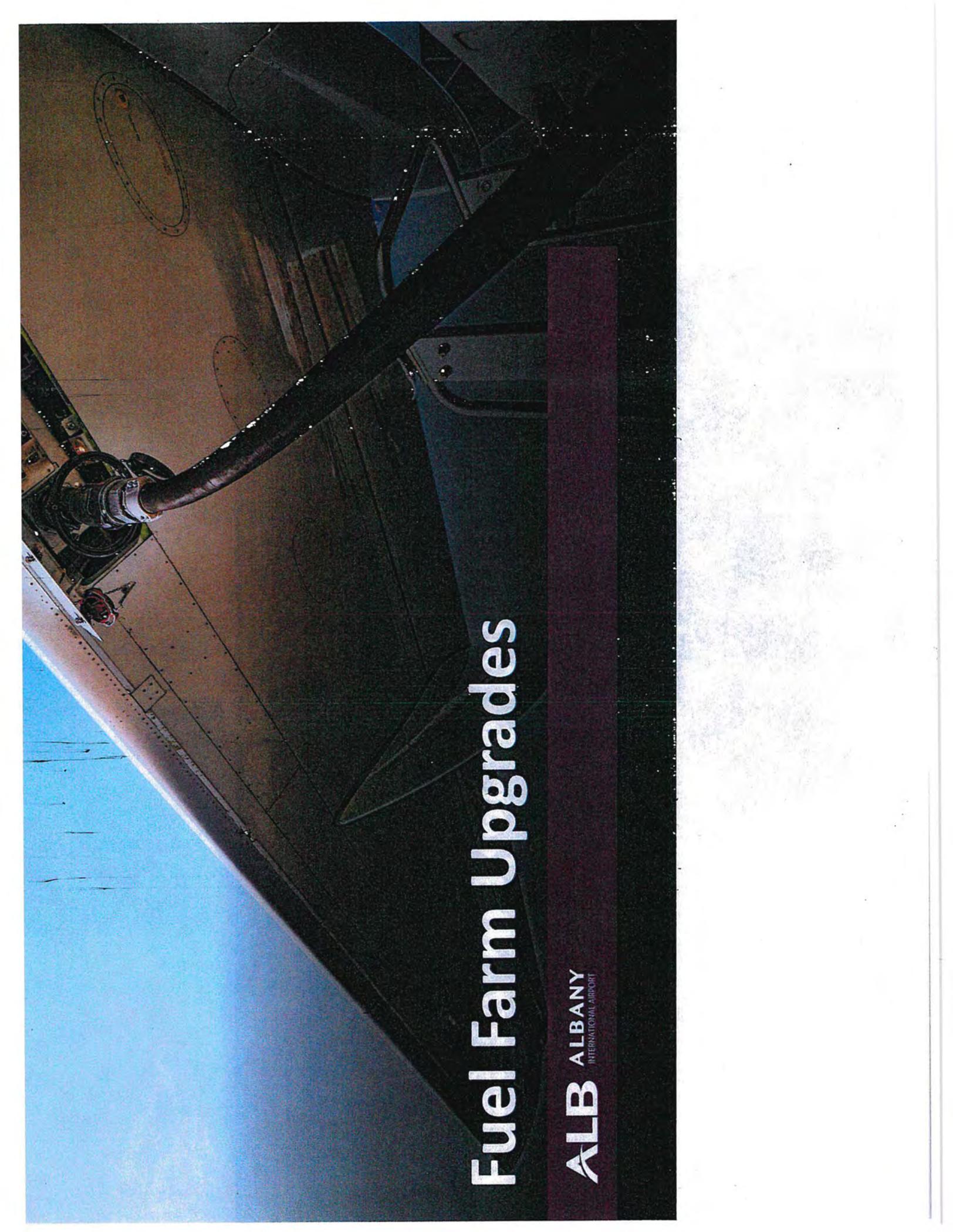
# Runway 01/19 Full Rehabilitation & South Perimeter Road

**ALB** ALBANY  
INTERNATIONAL AIRPORT



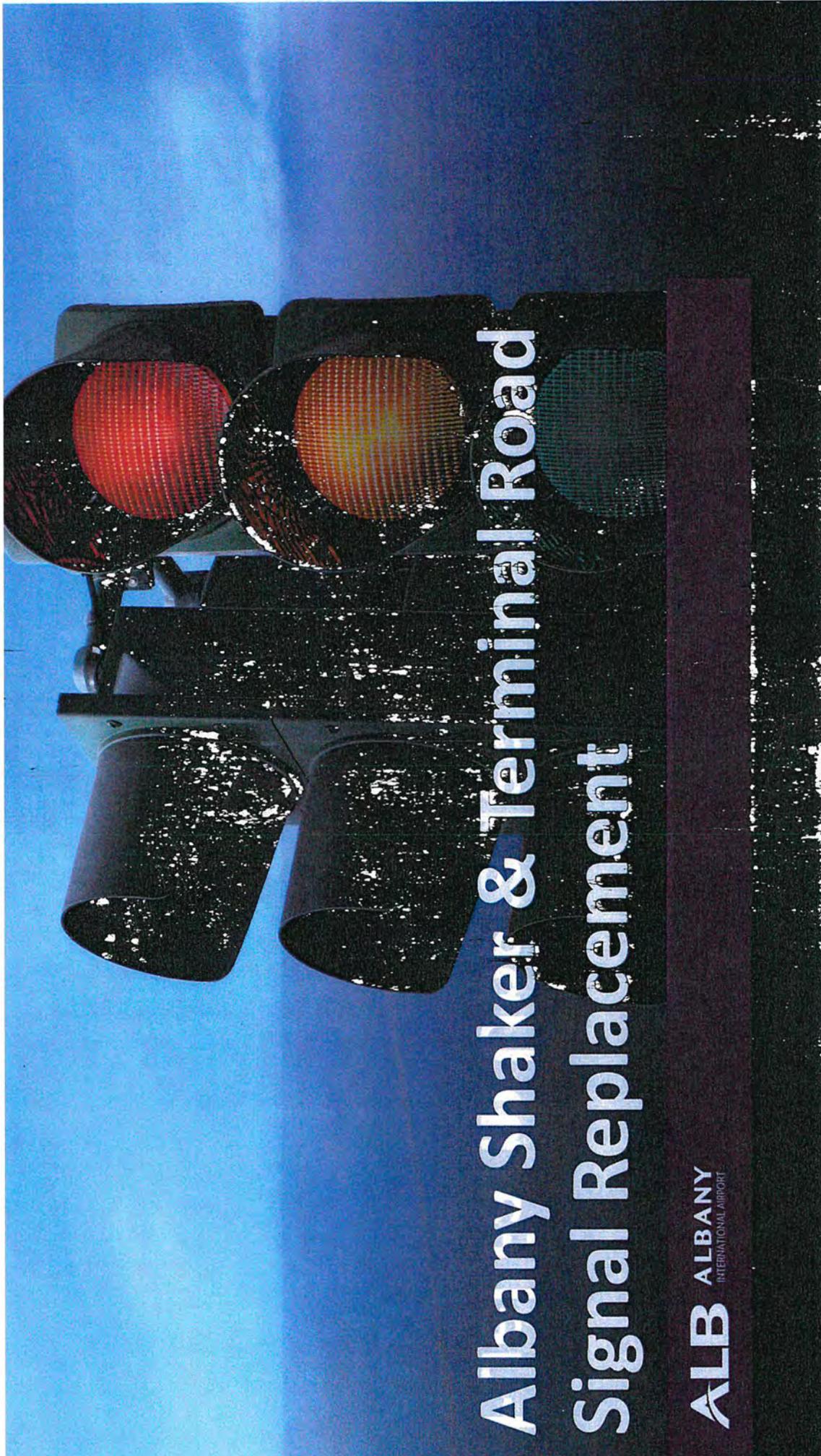
# General Aviation Apron Rehabilitation

**ALB** ALBANY  
INTERNATIONAL AIRPORT



# Fuel Farm Upgrades

**ALB** ALBANY  
INTERNATIONAL AIRPORT



# Albany Shaker & Terminal Road Signal Replacement

**ALB** ALBANY  
INTERNATIONAL AIRPORT



June 9, 2025

## Runway Rehabilitation



- Repaving project featured on NewsChannel 13 on Tuesday, June 3<sup>rd</sup>
- Board members toured project following Wednesday's CIC meeting

June 9, 2025

## Breeze Airways Inaugural Flight



- Press conference attended by Channels 10 (ABC) and 13 (NBC)



- Additional coverage provided by Times Union and Albany Business Review

June 9, 2025

## Advance Albany County Alliance Arts Grant



- \$37,500 grant to support a future art installation at ALB
- The Alliance's 28 grants support its mission to ensure all members of community have access to arts and cultural opportunities

June 9, 2025

## **AGENDA ITEM NO. 3**

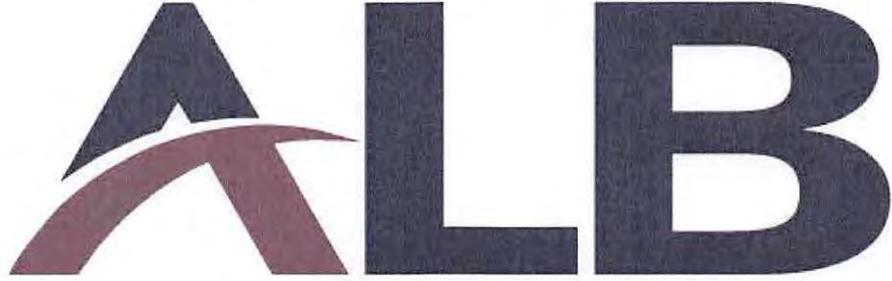
### **Communications and Report of Chief Executive Officer**

**AGENDA ITEM NO. 4**

**Chief Operating Officer**

**AGENDA ITEM NO. 5**

**Chief Financial Officer**



Albany County Airport Authority

Monthly Financial Report

As of May 31, 2025



## May 2025 Financial Performance

### INTRODUCTION

The attached report includes the Airport's May 2025 statistical highlights, financial information, and operating information. This financial information is presented for the purposes of comparing budget to actual results and for indicating generally how revenues and expenses have compared to budgeted revenues and expenses through May 2025. The financial information presented herewith is prepared on the Albany County Airport Authority's budgetary basis of accounting. The information provided in this report does not include a forecast of the effects of the final settlement based upon the calculation provided for in the Airport Use and Lease Agreement, which expires December 31, 2025, or make any provision for accrual of funds owed to or from the Signatory Airlines. *This report includes preliminary operating and performance statistics and financial forecasts based upon the budgetary basis of accounting estimates that involve uncertainties that could result in actual financial results differing materially from preliminary estimates.* This report is divided into the following sections: Statistical Information, Financial Information, Airline Rates & Charges, Airport Revenues, Combined Management Expenses, Other Revenues and Expenses, Airline Incentives, Million Air FBO Operations, Line of Credit, Federal (FAA) & State Grants and Employee Counts.

### STATISTICAL INFORMATION

Below are the key performance indicators for ALB through May 31:

		2025 Budget	2025 Actual	Budget Variance	2024 Actual	% Actual 2025 vs. 2024
Enplanements	Current Month	123,336	127,066	3.0%	123,993	2.5%
	Year-to-Date	564,826	604,437	7.0%	574,264	5.3%
Aircraft Seats	Current Month		158,476		145,375	9.0%
	Year-to-Date		772,239		682,468	13.2%
Load Factor	Current Month		80%		87%	-8.0%
	Year-to-Date		78%		84%	-7.1%
Aircraft Operations	Current Month	4,834	4,733	-2.1%	4,763	-0.6%
	Year-to-Date	20,856	22,003	5.5%	20,811	5.7%
Landed Weight (1,000#)	Current Month	152,716	147,426	-3.5%	135,845	8.5%
	Year-to-Date	704,618	710,320	0.8%	631,339	12.5%
Cargo & Mail (Tons)	Current Month	1,737	1,539	-11.4%	1,689	-8.9%
	Year-to-Date	8,122	7,181	-11.6%	7,502	-4.3%

## FINANCIAL INFORMATION

The change in unrestricted working capital has improved by \$4,486,336 since January 1, 2025. Total unrestricted cash as of May 31, 2025 is \$38,393,244, an increase of \$2,138,835 since the beginning of 2025.

	5/31/2025	12/31/2024	Change
Cash	\$ 38,393,244	\$ 36,254,409	\$ 2,138,835
Accounts Receivable	3,973,097	5,001,083	(1,027,986)
Prepaid Expenses	635,054	709,984	(74,930)
Unrestricted Assets	43,001,395	41,965,476	1,035,919
Payables from Unrestricted Assets	(6,216,012)	(9,666,459)	3,450,447
Unrestricted Working Capital	<u>\$ 36,785,383</u>	<u>\$ 32,299,017</u>	<u>\$ 4,486,366</u>

The summary of Revenues, Expenses and Net Results shows YTD 2025 results compared to the 2025 budgeted amounts and 2024 actual amounts. The summary shows the YTD net operating results for 2025 are more than the amount budgeted by \$4,747,644. These YTD results do not reflect the adjustments for year-end settlement or reflect other year-end adjustments for 2025 which affect the revenue sharing with the airlines.

	2025 YTD Budget	2025 YTD Actual	2024 YTD Actual	Prior Year Variance
Airport revenues	\$ 22,942,616	\$ 25,941,616	\$ 22,255,641	3,685,975
FBO revenues less cost of sales	2,914,069	3,153,244	2,909,774	243,470
Total operating expenses	(20,852,457)	(19,688,849)	(18,272,494)	(1,416,355)
Operating results	5,004,228	9,406,011	6,892,921	2,513,090
Other revenue and (expenses), net	(1,944,866)	(1,599,005)	(1,278,438)	(320,567)
Net results	<u>\$ 3,059,362</u>	<u>\$ 7,807,006</u>	<u>\$ 5,614,483</u>	
Net variances: (2025 Actual to Budget)		<u>\$ 4,747,644</u>		
(2025 Actual to 2024 Actual)				<u>\$ 2,192,523</u>

Under the revenue sharing formula, the net revenues or deficiency at year-end are split fifty (50) percent to the signatory airlines and fifty (50) percent to the Authority, subject to certain limitations which require the airlines to ensure the Authority's net revenues are not less than 125 percent of its annual debt service requirement.

The summary information above does not reflect the effect of allocating all budget variances in accordance with the Airport Use and Lease Agreement or the potential assessment of charges to meet debt service coverage requirements, and accordingly, does not reflect the amount of an accumulated potential year-end settlement with the signatory airlines.

## AIRLINE RATES AND CHARGES

Airline Rates and Charges shown for 2025 are based on the adopted budget and are calculated using the formulas incorporated into the Airline Use and Lease Agreement. Final 2024 rates will be calculated in the final settlement and revenue sharing report. The signatory airlines will be billed

or credited for their share of any final variance and the Authority will fund its share of any negative variance from its reserves.

## AIRPORT REVENUES

AIRPORT REVENUES for YTD 2025 are \$25,941,616 and are \$2,999,000 more than the \$22,942,616 budget to date. The main contributor to the increase is parking revenues of \$2,088,619.

FBO NET OPERATING REVENUES (revenues less cost of sales) for YTD 2025 are \$3,153,244 and are \$239,175 greater than the \$2,914,069 YTD budget. This is due to glycol revenues being higher than budget and expenses are lower than budget.

PUBLIC PARKING REVENUES for YTD 2025 total \$10,615,989 compared to \$8,137,563 in YTD 2024, a 30.5% increase and are \$2,086,619 higher than budgeted. Parking revenue per passenger increased from \$14.17 in YTD 2024 to \$17.56 in YTD 2025. This is due to the parking rate increase that was effective on January 1, 2025.

RENTAL CAR REVENUES for YTD 2025 total \$2,004,354 compared to \$1,947,399 in YTD 2024 and are \$176,270 more than budget. Rental car revenue per passenger decreased to \$3.32 in YTD 2025 from \$3.39 in YTD 2024.

FOOD AND BEVERAGE REVENUES for YTD 2025 total \$615,359 compared to \$557,756 in YTD 2024 and are \$57,387 more than budget. Revenue per passenger was \$1.02 in YTD 2025, which is an increase from \$0.97 in YTD 2024

RETAIL REVENUES for YTD 2025 total \$422,012 compared to \$384,894 in YTD 2024 and are \$65,885 more than budgeted. Revenue per passenger was \$0.70 in YTD 2025 compared to \$0.67 in YTD 2024.

		2025 Budget	2025 Actual	Budget Variance	2024 Actual	% Actual 2025 vs. 2024
Parking	Current Month	\$ 1,689,183	\$ 2,123,882	25.7%	\$ 1,573,315	35.0%
	Year-to-Date	\$ 8,529,369	\$ 10,615,989	24.5%	\$ 8,137,563	30.5%
	YTD Rev/Enp	\$ 15.10	\$ 17.56	16.3%	\$ 14.17	23.9%
Rental Cars	Current Month	\$ 490,944	\$ 540,237	10.0%	\$ 507,229	6.5%
	Year-to-Date	\$ 1,831,084	\$ 2,004,354	9.5%	\$ 1,947,399	2.9%
	YTD Rev/Enp	\$ 3.24	\$ 3.32	2.3%	\$ 3.39	-2.2%
Food and Beverage	Current Month	\$ 119,535	\$ 130,508	9.2%	\$ 121,337	7.6%
	Year-to-Date	\$ 557,972	\$ 615,359	10.3%	\$ 557,756	10.3%
	YTD Rev/Enp	\$ 0.99	\$ 1.02	3.1%	\$ 0.97	4.8%
Retail	Current Month	\$ 79,219	\$ 85,456	7.9%	\$ 84,702	0.9%
	Year-to-Date	\$ 356,127	\$ 422,012	18.5%	\$ 384,894	9.6%
	YTD Rev/Enp	\$ 0.63	\$ 0.70	10.7%	\$ 0.67	4.2%

## COMBINED MANAGEMENT OPERATING EXPENSES

The airports three operating centers have combined operating expense results (including FBO cost of sales) is as follows:

	2025 YTD Budget	2025 YTD Actual	Budget Variance	2024 YTD Actual	Prior Year Variance
AvPorts	\$ 15,793,784	\$ 15,014,781	\$ (779,003)	\$ 13,876,155	\$ 1,138,626
Million Air	4,892,824	4,122,753	(770,071)	4,340,733	(217,980)
Authority	2,641,814	2,445,095	(196,719)	2,399,248	45,847
Total	<u>\$ 23,328,422</u>	<u>\$ 21,582,629</u>	<u>\$ (1,745,793)</u>	<u>\$ 20,616,136</u>	<u>\$ 966,493</u>
Variance			-7.5%		4.7%

## OTHER REVENUES AND EXPENSES

Other revenues and expenses when netted together for YTD 2025 are \$345,861 more than budgeted mainly due to 1) interest earnings that were \$253,478 more than budgeted and 2) the line of credit expense that was \$128,456 less than budgeted.

## AIRLINE INCENTIVES

Airline incentives paid to new entrant carriers or for new route services for YTD through May was \$226,863 compared to \$173,086 for YTD 2024.

## MILLION AIR FBO OPERATIONS

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

	2025 YTD Budget	2025 YTD Actual	Budget Variance	2024 YTD Actual	Prior Year Variance
Revenues	\$ 5,390,034	\$ 5,047,023	\$ (343,011)	\$ 5,253,416	\$ (206,393)
Cost of Sales	(2,475,965)	(1,893,780)	582,185	(2,343,642)	449,862
Net results before O & M Expenses	<u>\$ 2,914,069</u>	<u>\$ 3,153,243</u>	<u>\$ 239,174</u>	<u>\$ 2,909,774</u>	<u>\$ 243,469</u>
			8.2%		8.4%

2025 YTD Net Results before YTD Operating and Maintenance expenses were \$3,153,244, \$239,176 more than budgeted and \$243,469 more than YTD 2024. Revenue from deicing services and hangar rental were the most significant variance from the budget amounts.

Operating expenses, not including the cost of retail sales, for YTD 2025 were \$187,887 less than budgeted. A statement of FBO Results is included.

		2025 Budget	2025 Actual	Budget Variance	2024 Actual	% Actual 2025 vs. 2024
Jet A	Current Month	87,517	90,366	3.3%	119,234	-24.2%
	Year-to-Date	370,718	477,650	28.8%	455,585	4.8%
AvGas	Current Month	6,687	6,140	-8.2%	7,907	-22.3%
	Year-to-Date	22,042	23,772	7.8%	28,035	-15.2%
Deicing Gallons Sprayed	Current Month	0	0	0.0%	0	0.0%
	Year-to-Date	37,867	37,218	-1.7%	51,582	-27.8%
Deicing Gallons Consortium	Current Month	0	0	0.0%	0	0.0%
	Year-to-Date	40,871	48,128	17.8%	49,880	-3.5%

## LINE OF CREDIT

On May 28, 2024 the Authority closed on a \$30 million line of credit with M&T Bank to provide cash to help fund Authority payments on the terminal connector project until the reimbursements from the NYS DOT and FAA are received. Below is the activity on the line of credit:

	Draw Date	Amount	Repayment Date
LOC Draw 01	8-Mar-24	\$ 984,381.73	12-Aug-24
LOC Draw 02	8-Mar-24	761,816.97	2-Apr-24
LOC Draw 03	20-Mar-24	959,655.24	8-Apr-24
LOC Draw 04	9-May-24	2,152,308.12	1-Jul-24
LOC Draw 05	9-May-24	1,285,737.86	1-Jul-24
LOC Draw 06	14-Jun-24	2,586,897.15	2-Oct-24
LOC Draw 07	14-Jun-24	2,337,750.23	2-Oct-24
LOC Draw 08	22-Aug-24	4,055,372.75	16-Oct-24
LOC Draw 09	15-Nov-24	3,159,332.20	10-Jan-25
LOC Draw 10	23-Dec-24	1,554,653.15	
LOC Draw 11	16-Jan-25	1,045,137.75	
LOC Draw 11	16-Jan-25	1,667,596.47	27-Mar-25
LOC Draw 12	27-Feb-25	875,236.80	
LOC Draw 12	27-Feb-25	1,342,431.04	18-Apr-25
LOC Draw 13	5-Mar-25	1,104,266.22	18-Apr-25
LOC Draw 13	5-Mar-25	1,366,011.17	18-Apr-25
LOC Draw 14	28-Apr-25	618,447.81	
LOC Draw 14	28-Apr-25	579,232.10	2-Jun-25
LOC Draw 15	12-May-25	391,933.11	2-Jun-25
LOC Draw 15	12-May-25	937,919.23	
LOC Draw 16	28-May-25	896,225.85	
LOC Draw 16	28-May-25	1,099,420.41	
LOC Draw 17	23-Jun-25	326,556.42	
LOC Draw 17	23-Jun-25	1,442,159.62	
	Outstanding	<u>\$ 8,795,757.04</u>	

The line of credit renewed on May 28, 2025 with a two year term expiring on May 28, 2027.

## FEDERAL (FAA) & NYS DOT GRANTS

The Authority accepts various FAA and NYS DOT grants to fund capital improvements at the Airport. Below is the status of the current grants as of May 31, 2025:

FAA Grants:	FAA Grant #	Grant Amount	Balance
Conduct an Airport Master Plan Study	141-2020	\$ 751,154	\$ -
Acquire Snow Removal Equipment	147-2021	\$ 1,537,635	\$ 582,999
American Rescue Plan Act (ARPA)	148-2022	\$ 12,113,224	\$ 12,113,224
Rehabilitate Rwy 10/28 & Taxiway C	150-2022	\$ 7,144,824	\$ 714,483
Replace ATCT HVAC & Roof	151-2023	\$ 2,000,000	\$ 336,039
Reconstruct Terminal A & 2 PBBs	152-2024	\$ 10,600,000	\$ 2,467,083
Rehabilitate Rwy 1/19 & Perimeter Road	153-2024	\$ 9,326,858	\$ 9,326,858

New York State DOT Grants:	State Grant #	Grant Amount	Balance
Rehabilitate Rwy 10/28 & Taxiway C	1A00.30	\$ 234,696	\$ 234,696
Rehabilitate Rwy 1/19 & Perimeter Road	TBD	\$ 518,159	\$ 518,159
Rehabilitate Elevators	1A00.94	\$ 1,612,560	\$ 1,612,560
Terminal Expansion Connector	1A00.95	\$ 60,000,000	\$ 26,134,984

## EMPLOYEE COUNTS

	2025						Variance
	Budget	Jan-25	Feb-25	Mar-25	Apr-25	May-25	Budget vs. May-25
<b>AvPorts:</b>							
Airfield	30	20	18	19	20	20	10
Terminal	41	36	35	35	35	36	5
Loading Bridges	3	3	3	3	3	3	-
Parking	33	26	27	25	25	24	9
Curbside Security	3	4	4	4	4	4	(1)
ARFF	26	24	24	24	24	26	-
Operations	21	18	18	17	17	16	5
Vehicles & Equipment	12	10	10	9	9	9	3
Administration	10	11	10	9	8	7	3
<b>Total AvPorts Positions</b>	<b>179</b>	<b>152</b>	<b>149</b>	<b>145</b>	<b>145</b>	<b>145</b>	<b>34</b>
<b>Million Air:</b>							
Commercial	11	11	11	11	11	11	-
General Aviation	22	21	21	22	21	22	-
Administration	5	4	4	4	4	4	1
<b>Total Million Air Positions</b>	<b>38</b>	<b>36</b>	<b>36</b>	<b>37</b>	<b>36</b>	<b>37</b>	<b>1</b>
<b>Authority Positions</b>	<b>22</b>	<b>17</b>	<b>17</b>	<b>20</b>	<b>22</b>	<b>22</b>	<b>-</b>
<b>Total Positions</b>	<b>239</b>	<b>205</b>	<b>202</b>	<b>202</b>	<b>203</b>	<b>204</b>	<b>35</b>

**Albany International Airport  
Airline and Direct Market Flights  
For the week of July 13, 2025**

<u>AIRLINE</u>	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Allegiant	3	3		1	3	3	2
American	16	16	15	16	16	16	13
Avelo		1				1	
Breeze	1	1			1	1	
Delta	9	9	9	9	9	9	8
Jet Blue	4	2	3	2	4	2	2
Southwest	11	12	12	12	12	12	12
United	7	8	7	8	8	8	6
	51	52	46	48	53	52	43
 <u>DIRECT MARKET</u>							
Atlanta	3	3	3	3	3	3	3
Baltimore	4	5	5	5	5	5	4
Charleston		1				1	
Charlotte	4	3	3	3	3	3	4
Chicago-Midway	2	3	3	3	3	3	2
Chicago-O'Hare	6	7	6	7	7	7	5
Dallas/Ft. Worth	1	1	1	1	1	1	1
Denver	1	1	1	1	1	1	1
Detroit	4	4	4	4	4	4	4
Fort Lauderdale	2	1	2	1	2	1	1
Las Vegas	1	1	1	1	1	1	1
Myrtle Beach	1	1				1	1
Nashville	1	2	1	1	1	2	1
New York LaGuardia	2	2	2	2	2	2	1
Orlando	4	2	2	2	4	2	3
Orlando/Sanford	1				1		
Philadelphia	5	5	4	5	5	5	4
Punta Gorda	1				1		
Raleigh Durham	1	1			1	1	
St. Petersburg		1		1		1	
Tampa							2
Washington/Dulles	4	4	4	4	4	4	3
Washington/Reagan	3	4	4	4	4	4	2
	51	52	46	48	53	52	43

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

	Unaudited May 31, 2025	Unaudited May 31, 2024
<b><u>ASSETS</u></b>		
<b>CURRENT ASSETS</b>		
Unrestricted Assets		
Cash and Cash Equivalents	\$ 7,173,601	\$ 8,074,869
Development Fund	31,219,643	26,595,047
Accounts Receivable	1,489,195	4,559,172
Leases	2,483,902	2,722,345
Prepaid Expenses	635,054	1,088,602
Total Unrestricted Assets	43,001,395	43,040,035
Restricted Assets		
Operating and Renewal Reserves	9,662,326	9,150,862
CFC Funds	495,756	474,427
Capital Funds	13,991,525	9,169,696
PFC Funds	7,950,341	10,380,490
Revenue Bond Funds	11,564,470	13,384,808
FAA Restricted Funds	224,661	214,995
Concession Improvement Funds	770,156	737,021
Total Restricted Assets	44,659,235	43,512,299
Total Current Assets	87,660,630	86,552,334
<b>NON-CURRENT ASSETS</b>		
Capital Assets	309,622,411	283,054,716
Lease Receivable	13,832,941	16,969,066
Prepaid Expenses	163,361	178,797
Total Non-Current Assets	323,618,713	300,202,579
Total Assets	411,279,343	386,754,913
<b><u>DEFERRED OUTFLOWS OF RESOURCES</u></b>		
Refunding	386,207	638,650
OPEB Expenses	622,429	906,998
Pension Expenses	930,867	1,063,610
Total Deferred Outflows of Resources	1,939,503	2,609,258
<b>TOTAL ASSETS AND DEFERRED OUTFLOWS</b>	413,218,846	389,364,171
<b><u>LIABILITIES AND NET ASSETS</u></b>		
<b>CURRENT LIABILITIES</b>		
Payable from Unrestricted Assets	6,216,012	12,080,893
Payable from Restricted Assets	23,508,184	18,204,790
Total Current Liabilities	29,724,196	30,285,683
<b>NON-CURRENT LIABILITIES</b>		
Bonds and other debt obligations	42,683,796	51,326,409
Net OPEB Liability	5,894,241	6,456,154
Net Pension Liability - proportionate share	804,922	1,170,889
Total Non-Current Liabilities	49,382,959	58,953,452
Total Liabilities	79,107,155	89,239,135
<b><u>DEFERRED INFLOWS OF RESOURCES</u></b>		
Concession Improvement Funds	1,115,315	964,483
OPEB Expenses	725,677	766,596
Pension Expenses	379,064	75,313
Leases	15,194,017	18,721,114
Total Deferred Inflows of Resources	17,414,073	20,527,506
<b><u>NET POSITION</u></b>		
Invested in Capital Assets, net of Related Debt	246,005,728	216,711,604
Restricted	41,699,989	40,225,841
Unrestricted	28,991,901	22,660,085
Net Position	316,697,618	279,597,530
<b>TOTAL LIABILITIES, DEFERRED INFLOWS AND NET POSITION</b>	\$ 413,218,846	\$ 389,364,171

**Albany County Airport Authority**  
**2025 Summary of Revenues, Expenses and Net Results**  
**For the five months ended May 31, 2025**

	2025	May 2025			Variance %	May	2025 Actual/
	Adopted FY Budget	Budget YTD	Actual YTD	Variance YTD		2024 YTD Unaudited	Prior Year Variance %
<b>AIRPORT OPERATING REVENUES</b>							
Airline	\$ 17,438,116	\$ 8,324,401	\$ 8,853,755	\$ 529,354	6.4%	\$ 7,928,662	11.7%
Non-Airline	36,087,292	14,618,215	17,087,861	2,469,646	16.9%	14,326,979	19.3%
Total Revenues	53,525,408	22,942,616	25,941,616	2,999,000	13.1%	22,255,641	16.6%
<b>AIRPORT OPERATING EXPENSES</b>							
Personal Services	13,946,659	5,811,108	5,434,607	(376,501)	-6.5%	5,316,328	2.2%
Employee Benefits	6,655,075	2,812,506	2,659,789	(152,718)	-5.4%	2,343,375	13.5%
Utilities & Communications	2,903,498	1,209,791	1,294,637	84,846	7.0%	1,101,583	17.5%
Purchased Services	10,162,173	4,663,364	4,426,273	(237,091)	-5.1%	3,945,574	12.2%
Material & Supplies	6,054,576	2,658,165	2,645,202	(12,963)	-0.5%	2,452,988	7.8%
Office	1,166,388	482,453	344,708	(137,745)	-28.6%	408,989	-15.7%
Administration	992,307	418,628	414,863	(3,765)	-0.9%	568,458	-27.0%
Non-Capital Equipment	911,000	379,583	239,797	(139,786)	-36.8%	138,108	73.6%
Total Expenses	42,791,676	18,435,598	17,459,876	(975,723)	-5.3%	16,275,403	7.3%
<b>AIRPORT OPERATING RESULTS</b>	10,733,732	4,507,018	8,481,740	3,974,723	88.2%	5,980,238	41.8%
<b>FBO OPERATING RESULTS</b>	1,602,831	497,210	924,271	427,061	85.9%	912,683	1.3%
<b>TOTAL OPERATING RESULTS</b>	12,336,563	5,004,228	9,406,011	4,401,784	88.0%	6,892,921	36.5%
<b>OTHER REVENUES (EXPENSES)</b>							
Interest Earnings	1,700,000	708,333	961,811	253,478	35.8%	1,163,069	-17.3%
Passenger Facility Charges	3,641,472	1,517,280	1,517,280	-	0.0%	1,517,280	0.0%
ACAA Debt Service	(9,916,250)	(4,131,771)	(4,131,771)	-	0.0%	(4,138,925)	-0.2%
Line of Credit Interest	(600,000)	(250,000)	(121,544)	128,456	-51.4%	(24,358)	0.0%
Grant Income	138,700	57,792	21,719	(36,073)	-62.4%	50,996	-57.4%
Improvement Charges	368,400	153,500	153,500	-	0.0%	153,500	0.0%
Total Other Revenues(Expenses)	(4,667,678)	(1,944,866)	(1,599,005)	345,861	-17.8%	(1,278,438)	25.1%
<b>INCOME/(LOSS) BEFORE CAPITAL CONTRIBUTIONS</b>	7,668,885	3,059,362	7,807,006	4,747,645	155.2%	5,614,483	39.1%
<b>AIRLINE INCENTIVES</b>	(400,000)	(166,667)	(226,863)	(60,196)	36.1%	(173,086)	31.1%
<b>CAPITAL CONTRIBUTIONS</b>	-	-	3,333,226	3,333,226	0.0%	3,438,046	0.0%
<b>INCREASE (DECREASE) IN NET POSITION</b>	\$ 7,268,885	\$ 2,892,696	\$ 10,913,369	8,020,674	277.3%	8,879,443	22.9%
<b>NET POSITION, BEGINNING OF PERIOD</b>			305,784,249			270,718,087	
<b>NET POSITION, END OF PERIOD</b>			\$ 316,697,618			\$ 279,597,530	
<b>RECONCIATION TO AIRLINE FUNDS REMAINING:</b>							
<b>NET RESULTS BEFORE CAPITAL CONTRIBUTION</b>	7,668,885	3,059,362	7,807,006	4,747,645	155.2%	5,614,483	39.1%
Less: Capital Improvements	(4,044,255)	(1,685,106)	(1,685,106)	-	0.0%	(1,435,358)	17.4%
Less: Reserve Requirements	(650,670)	(271,113)	(271,113)	-	0.0%	(357,214)	-24.1%
<b>NET RESULTS</b>	2,973,960	1,103,143	5,850,787	4,747,645	430.4%	3,821,912	53.1%
Revenue Sharing:							
Transfer to/from Airlines (50%)	1,486,980	551,572	2,925,394	2,373,823	430.4%	1,910,956	53.1%
Authority Share (50%)	1,486,980	551,572	2,925,394	2,373,823	430.4%	1,910,956	53.1%
Less: Airline Incentives	(400,000)	(166,667)	(226,863)	(60,196)	36.1%	(173,086)	31.1%
Net Authority Share	\$ 1,086,980	\$ 384,905	\$ 2,698,531	\$ 2,313,626	601.1%	\$ 1,737,870	55.3%

**Albany County Airport Authority  
Operating Revenues  
For the five months ended May 31, 2025**

	2025	May 2025				May	2025 Actual/
	Adopted FY Budget	Budget YTD	Actual YTD	Variance YTD	Variance %	2024 YTD Unaudited	Prior Year Variance %
<b>AIRLINE REVENUES</b>							
<b>COMMERCIAL</b>							
Landing Fees-Signatory	\$ 6,986,385	\$ 2,852,487	\$ 3,371,714	\$ 519,227	18.20%	\$ 3,348,768	0.69%
Landing Fees-Non Signatory	47,680	19,867	0	(19,867)	-100.00%	0	0.00%
Airline Apron Fees	1,005,383	418,910	418,266	(644)	-0.15%	372,025	12.43%
Glycol Disposal Fee	301,436	125,598	253,771	128,172	102.05%	227,695	11.45%
<b>CARGO</b>							
Landing Fees-Signatory	949,230	372,914	308,647	(64,267)	-17.23%	347,603	-11.21%
Landing Fees-Non Signatory	0	0	0	0	0.00%	3,612	-100.00%
<b>TERMINAL</b>							
Loading Bridges	897,387	373,911	347,203	(26,708)	-7.14%	344,773	0.70%
Space Rental	7,241,615	4,156,964	4,109,124	(47,840)	-1.15%	3,281,078	25.24%
Non-Signatory Per Turn Fee	9,000	3,750	45,031	41,281	1100.82%	3,106	1349.58%
<b>TOTAL AIRLINE REVENUES</b>	<b>17,438,116</b>	<b>8,324,401</b>	<b>8,853,755</b>	<b>529,354</b>	<b>6.36%</b>	<b>7,928,662</b>	<b>11.67%</b>
<b>NON-AIRLINE REVENUES</b>							
<b>AIRFIELD</b>							
Tenant Maintenance	30,000	12,500	27,375	14,875	119.00%	39,871	-31.34%
<b>Total Airfield</b>	<b>30,000</b>	<b>12,500</b>	<b>27,375</b>	<b>14,875</b>	<b>119.00%</b>	<b>39,871</b>	<b>-31.34%</b>
<b>TERMINAL</b>							
Utility Reimbursement	36,920	15,383	16,666	1,283	8.34%	14,810	12.53%
Tenant Maintenance	20,559	8,566	0	(8,566)	-100.00%	4,945	-100.00%
Space Rent - Non Airline	199,247	83,020	103,401	20,381	24.55%	82,635	25.13%
Space Rent - Fixed Non Airline	565,568	235,653	235,648	(6)	0.00%	235,648	0.00%
Food & Beverage	1,490,000	557,972	615,359	57,387	10.28%	557,756	10.33%
Retail	953,600	356,127	422,012	65,885	18.50%	384,894	9.64%
Advertising	0	0	0	0	0.00%	(4,300)	-100.00%
ATM	14,598	6,083	5,993	(90)	-1.47%	6,043	-0.82%
Operating Permits	348,420	145,175	193,789	48,614	33.49%	162,451	19.29%
Vending Machines	14,900	6,208	8,204	1,995	32.14%	5,628	45.76%
Baggage Cart Rentals	14,900	6,208	5,973	(235)	-3.78%	6,087	-1.86%
<b>Total Terminal</b>	<b>3,658,712</b>	<b>1,420,396</b>	<b>1,607,044</b>	<b>186,648</b>	<b>13.14%</b>	<b>1,456,597</b>	<b>10.33%</b>
<b>GROUND TRANSPORTATION</b>							
Parking	19,107,600	8,529,369	10,615,989	2,086,619	24.46%	8,137,563	30.46%
Rental Cars	6,511,300	1,831,084	2,004,354	173,270	9.46%	1,947,399	2.92%
Access Fees	238,166	99,236	65,005	(34,230)	-34.49%	73,670	-11.76%
TNCs	368,030	153,346	179,063	25,717	16.77%	144,287	24.10%
Garage Space Rent	89,702	37,376	36,505	(871)	-2.33%	35,938	1.58%
Garage Kiosk Rent	21,600	9,000	9,000	0	0.00%	9,000	0.00%
<b>Total Ground Transportation</b>	<b>26,336,398</b>	<b>10,659,411</b>	<b>12,909,916</b>	<b>2,250,505</b>	<b>21.11%</b>	<b>10,347,858</b>	<b>24.76%</b>
<b>OTHER AIRPORT</b>							
Telephone System - Tenants	49,032	20,430	19,246	(1,184)	-5.80%	21,395	-10.04%
Building Rental	76,965	32,069	31,525	(544)	-1.69%	32,065	-1.68%
Control Tower Rental	806,376	335,990	329,436	(6,554)	-1.95%	329,436	0.00%
Air Cargo Facility	1,341,818	559,091	548,074	(11,017)	-1.97%	548,202	-0.02%
State Executive Hangar	1,247,083	519,618	519,618	0	0.00%	519,618	0.00%
T Hangars	176,328	73,470	65,748	(7,722)	-10.51%	70,865	-7.22%
Tie Downs	1,586	661	701	40	6.08%	681	3.00%
Industrial Park	617,937	257,474	261,883	4,410	1.71%	248,892	5.22%
Land Rental	363,074	151,281	169,069	17,788	11.76%	182,020	-7.12%
Hangar Rental	950,492	396,038	400,032	3,994	1.01%	381,602	4.83%
Antenna Space Rental	112,473	46,864	35,220	(11,644)	-24.85%	31,407	12.14%
Internet and Cable Access	2,660	1,108	1,275	167	15.04%	1,275	0.00%
Fingerprinting	39,000	16,250	20,776	4,526	27.85%	16,241	27.93%
Tenant Maintenance	2,000	833	0	(833)	-100.00%	0	0.00%
Ebay/Scrap/Equipment Sales	5,000	2,083	14,091	12,008	576.37%	5,507	155.86%
Utility Reimbursement	165,000	68,750	99,614	30,864	44.89%	76,586	30.07%
Reimbursement of Property Taxes	25,357	10,565	19,919	9,354	88.53%	15,741	26.54%
Other	80,000	33,333	7,298	(26,035)	-78.11%	1,121	550.89%
<b>Total Other Airport</b>	<b>6,062,181</b>	<b>2,525,909</b>	<b>2,543,526</b>	<b>17,617</b>	<b>0.70%</b>	<b>2,482,653</b>	<b>2.45%</b>
<b>TOTAL NON AIRLINE REVENUES</b>	<b>36,087,292</b>	<b>14,618,215</b>	<b>17,087,861</b>	<b>2,469,646</b>	<b>16.89%</b>	<b>14,326,979</b>	<b>19.27%</b>
<b>TOTAL REVENUES</b>	<b>\$ 53,525,408</b>	<b>\$ 22,942,616</b>	<b>\$ 25,941,616</b>	<b>\$ 2,998,999</b>	<b>13.07%</b>	<b>\$ 22,255,641</b>	<b>16.56%</b>

**Albany County Airport Authority**  
**FBO Results**  
**For the five months ended May 31, 2025**

	2025	May 2025				May	2025 Actual/
	Adopted FY Budget	Budget YTD	Actual YTD	Variance YTD	Variance %	2024 YTD Unaudited	Prior Year Variance %
<b>REVENUES</b>							
<b>Retail Fuel</b>							
Jet A Fuel Sales	\$ 7,450,000	\$ 2,761,851	\$ 1,984,806	\$ (777,046)	-28.13%	\$ 2,345,265	-15.37%
AvGas Fuel Sales	424,350	135,559	130,668	(4,891)	-3.61%	170,329	-23.28%
Commercial AvGas Fuel Sales	20,000	8,333	4,992	(3,341)	-40.09%	6,232	-19.90%
Auto & Diesel Fuel Sales	295,000	122,917	132,523	9,607	7.82%	131,768	0.57%
<b>Retail Fuel Sales</b>	<b>8,189,350</b>	<b>3,028,661</b>	<b>2,252,989</b>	<b>(775,671)</b>	<b>-25.61%</b>	<b>2,653,594</b>	<b>-15.10%</b>
Into Plane Fees	810,000	337,500	335,045	(2,455)	-0.73%	296,260	13.09%
Fuel Farm Fees	916,500	381,875	469,754	87,879	23.01%	394,471	19.08%
General Aviation Landing Fees	340,000	141,667	166,047	24,380	17.21%	182,472	-9.00%
Aircraft Parking Fees	550,000	229,167	195,218	(33,948)	-14.81%	225,876	-13.57%
Deicing Services	1,499,450	1,027,777	1,341,002	313,225	30.48%	1,222,118	9.73%
FBO Properties	449,130	187,138	251,425	64,288	34.35%	163,389	53.88%
FBO Services	135,000	56,250	35,543	(20,707)	-36.81%	115,235	-69.16%
<b>TOTAL REVENUES</b>	<b>12,889,430</b>	<b>5,390,034</b>	<b>5,047,023</b>	<b>(343,010)</b>	<b>-6.36%</b>	<b>5,253,416</b>	<b>-3.93%</b>
<b>COST OF SALES</b>							
Fuel Costs - Jet A	3,740,000	1,386,486	845,235	(541,252)	-39.04%	1,264,394	-33.15%
Fuel Discounts - Jet A	300,000	111,215	55,941	(55,275)	-49.70%	77,382	-27.71%
Fuel Costs - SAF	0	0	0	0	0.00%	0	0.00%
Fuel Costs - AvGas	320,850	102,496	95,169	(7,327)	-7.15%	127,044	-25.09%
Fuel Discounts - AvGas	0	0	3,241	3,241	0.00%	4,119	-21.31%
Fuel Costs - Commercial AvGas	15,000	6,250	4,101	(2,149)	-34.39%	5,394	-23.97%
Fuel Costs - Auto & Diesel	222,000	92,500	108,856	16,356	17.68%	101,652	7.09%
<b>Total Fuel Costs</b>	<b>4,597,850</b>	<b>1,698,948</b>	<b>1,112,542</b>	<b>(586,406)</b>	<b>-34.52%</b>	<b>1,579,985</b>	<b>-29.59%</b>
Deicing Costs - Type I & IV	1,133,308	776,184	760,880	(15,303)	-1.97%	750,185	1.43%
Customs Garbage, Oil & Other	2,000	833	20,357	19,524	2342.96%	13,471	51.12%
<b>Total Cost of Sales</b>	<b>5,733,158</b>	<b>2,475,965</b>	<b>1,893,780</b>	<b>(582,185)</b>	<b>-23.51%</b>	<b>2,343,642</b>	<b>-19.20%</b>
<b>Net Operating</b>	<b>7,156,272</b>	<b>2,914,069</b>	<b>3,153,244</b>	<b>239,175</b>	<b>8.21%</b>	<b>2,909,774</b>	<b>8.37%</b>
<b>OPERATING EXPENSES BY CATEGORY</b>							
<b>Personal Services</b>							
Salaries	2,280,507	950,211	901,643	(48,568)	-5.11%	798,743	12.88%
Overtime	252,024	105,010	80,268	(24,742)	-23.56%	101,204	-20.69%
<b>Total Personal Services</b>	<b>2,532,531</b>	<b>1,055,221</b>	<b>981,911</b>	<b>(73,310)</b>	<b>-6.95%</b>	<b>899,947</b>	<b>9.11%</b>
Employee Benefits	615,360	267,470	268,635	1,165	0.44%	265,559	1.16%
Utilities & Communications	114,537	47,724	56,062	8,339	17.47%	47,888	17.07%
Purchased Services	728,139	395,246	446,006	50,759	12.84%	203,618	119.04%
<b>Materials &amp; Supplies</b>							
Buildings	128,406	53,503	29,298	(24,204)	-45.24%	39,768	-26.33%
Grounds	38,000	15,833	6,225	(9,608)	-60.68%	4,540	37.10%
Vehicles	844,751	351,980	294,723	(57,257)	-16.27%	276,717	6.51%
<b>Total Materials &amp; Supplies</b>	<b>1,011,157</b>	<b>421,316</b>	<b>330,246</b>	<b>(91,069)</b>	<b>-21.62%</b>	<b>321,026</b>	<b>2.87%</b>
Administrative Expenses	364,717	151,965	123,608	(28,357)	-18.66%	175,213	-29.45%
Non-Capital Equipment	187,000	77,917	22,504	(55,412)	-71.12%	83,840	-73.16%
<b>TOTAL EXPENSES</b>	<b>5,553,441</b>	<b>2,416,859</b>	<b>2,228,973</b>	<b>(187,887)</b>	<b>-7.77%</b>	<b>1,997,091</b>	<b>11.61%</b>
<b>FBO Net Direct Cost</b>	<b>\$ 1,602,831</b>	<b>\$ 497,210</b>	<b>\$ 924,271</b>	<b>\$ 427,061</b>	<b>85.89%</b>	<b>\$ 912,683</b>	<b>1.27%</b>

## **AGENDA ITEM NO. 6**

### **Project Development**

**AGENDA ITEM NO. 7**

**Counsel**

## **AGENDA ITEM NO. 8**

### **Concessions/Ambassador Program**



**July 14, 2025**  
**Concessions & Ambassador Program Report**  
**Minority Percentages in the Concessions Workforce**

<u>Date</u>	<u>HMSHost</u>	<u>Paradies</u>	<u>Chick fil A (OHM)</u>	<u>Dunkin</u>	<u>Uncommon Grounds</u>	<u>Minority/Total %</u>
January	<u>28/58=48%</u>	<u>11/24=46%</u>	<u>30/36=83%</u>	<u>4/6=67%</u>		<u>73/124=59%</u>
February	<u>26/55=47%</u>	<u>10/21=48%</u>	<u>30/35=86%</u>	<u>4/6=67%</u>		<u>70/117=60%</u>
March	<u>25/54=46%</u>	<u>10/21=48%</u>	<u>24/30=80%</u>	<u>4/6=67%</u>		<u>63/111=57%</u>
April	<u>25/53=47%</u>	<u>10/21=48%</u>	<u>28/33=85%</u>	<u>4/6=67%</u>	<u>8/13=62%</u>	<u>75/126=60%</u>
May	<u>23/52=44%</u>	<u>9/20=45%</u>	<u>26/31=84%</u>	<u>4/6=67%</u>	<u>9/17=53%</u>	<u>71/126=57%</u>
June	<u>25/56=45%</u>	<u>12/23=52%</u>	<u>25/31=80%</u>	<u>4/6=67%</u>	<u>9/15=60%</u>	<u>75/131=57%</u>
July						
August						
September						
October						
November						
December						



2024 F & B and Retail Totals  
 \$17,459,895/1,507,130 = \$11.59/enp.

May Enplanements – 127,066

<u>Date</u>	<u>HMSHost</u>	<u>OHM</u>	<u>Paradies</u>	<u>Uncommon</u>	<u>Total</u>	<u>\$/Enp</u>
<b>2025</b>		<b>Chick fil A</b>		<b>Grounds</b>		
<b>January</b>	<u>617,516</u>	<u>287,027</u>	<u>372,265</u>		<u>1,276,808</u>	<u>\$11.72/enp</u>
<b>February</b>	<u>696,480</u>	<u>310,151</u>	<u>439,827</u>		<u>1,415,808</u>	<u>\$12.64/enp.</u>
<b>March</b>	<u>711,512</u>	<u>299,741</u>	<u>439,827</u>		<u>1,451,080</u>	<u>\$11.75/enp.</u>
<b>April</b>	<u>694,345</u>	<u>317,822</u>	<u>461,512</u>	<u>93,962</u>	<u>1,567,641</u>	<u>\$11.79/enp.</u>
<b>May</b>	<u>651,170</u>	<u>301,649</u>	<u>427,280</u>	<u>123,978</u>	<u>1,504,077</u>	<u>\$11.83/enp</u>
<b>June</b>						
<b>July</b>						
<b>August</b>						
<b>September</b>						
<b>October</b>						
<b>November</b>						
<b>December</b>						
<b>Total</b>					<u>\$7,215,414</u>	



**Ambassador Program**

**2025 Totals**

**Tours**

**YTD**

Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
-	-	1	-	1	3							

**Canines**

4224	4965	4838	5043	4635	4798							<b>28,503</b>
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**Ambassador Hours**

756	588	755	871	809	609							<b>4,388</b>
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**Guests Served**

6528	4896	7405	7051	7962	7463							<b>41,305</b>
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**Ambassador Shifts**

266	205	257	274	286	226							<b>1,534</b>
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**Business Center -  
Closed**

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## **AGENDA ITEM NO. 9**

**Public Affairs**

**AGENDA ITEM NO. 10**

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

## **AGENDA ITEM NO. 10.1**

**Professional Services Contract No. S-1242 for the design  
of Additional Parking Spaces and Access Routes for Parking  
Shuttles – Phase I and Phase II**

AGENDA ITEM NO: 10.1  
MEETING DATE: July 14, 2025

ALBANY COUNTY AIRPORT AUTHORITY  
REQUEST FOR AUTHORIZATION

ACAA Approved  
07/14/2025

**DEPARTMENT:**

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

**PURPOSE OF REQUEST:**

*Professional Services Contract No. S-1242 for the design of Additional Parking Spaces and Access Routes for Parking Shuttles – Phase I and Phase II*

**CONTRACT AMOUNT:**

Phase I: \$54,260.00  
Phase II: 32,800.00  
Total Contract Amount: \$87,060.00

**BUDGET INFORMATION:**

Anticipated in Current Budget: Yes ✓ No NA  
Funding Account No.:

**AWARD CONDITIONS MET:**

Apprenticeship N/A DBE N/A MWBE N/A

Service Disabled Veteran Owned Business (SDVOB) N/A

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

Federal N/A State N/A Airport 100% NA ✓  
Funding Source: Airport Operating Budget

**JUSTIFICATION:**

*Authorization is requested to award the Professional Service Contract S-1242 for the design of the Phase I and Phase II work, Additional Parking and Access Routes for Parking Shuttles. The total project will be advanced in phases whereby this first phase is for the development of the Preliminary plans for the Laundry area and Hockey Rink area and to also assist staff in defining of the Scope of Work for E-Lot and signage.*

*See Attachment "A" in the back-up material.*

**CHIEF EXECUTIVE OFFICER'S RECOMMENDATION:**

*Recommend approval.*

AGENDA ITEM NO: 10.1  
MEETING DATE: July 14, 2025

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

**PROCUREMENT DEPARTMENT APPROVAL:**

*Procurement complies with Authority Procurement Guidelines and Acting Chief Financial Officer has approved.* YES  NO .

**BACK-UP MATERIAL:**

- *Attachment "A"*
- *Scope and Fee presented by Colliers Engineering and Design. Colliers' letters dated May 6, 2025, June 5, 2025, June 19, 2025 and July 3.*

**ATTACHMENT 'A'**

Authorization is requested to award the Professional Service Contract S-1242 for the design of the Phase I and Phase II, Additional Parking and Access Routes for Parking Shuttles to advance. The project will be advanced in phases whereby this first phase is for the development of the Preliminary plans and to assist staff in defining of the Scope of Work.

The following items have been advanced under ACAA's Procurement Guidelines for the Phase I design services. This work is being advanced to primarily relieve the shortage of available parking due to the closure of the Park, Ride and Fly operation:

<u>Preliminary Planning and Scope Development:</u>	<u>Fee</u>
Hockey Area Parking	\$5,500.00
Laundry Area Parking (Heritage Lane)	\$5,500.00
Long Term Parking	\$6,600.00
Economy Lot Parking	\$10,200.00
Heritage Lane Parking Area Topographic Survey	\$5,980.00
Heritage Lane Site Utility Survey	\$5,400.00
Final Heritage Laundry Design	<u>\$8,080.00</u>
<b>Design services advanced under an exigent procurement provision:</b>	<b>\$47,260.00</b>

To assist in the preparation of a complete scope to advance a Comprehensive Parking plan the following additional item has been added to Colliers' Phase I work:

Conceptual Wayfinding and Signage Improvements	<u>\$7,000.00</u>
<b>Design Fee for Phase I work:</b>	<b>\$54,260.00</b>
<b>Design Fee for Phase II work:</b>	<b><u>\$32,800.00</u></b>
	<b>\$87,060.00</b>

The above fee for Phase I work is being requested to provide engineering design services to commence a comprehensive plan to enhance the customer's parking experience in the E-Lot and to provide improved parking accommodations adjacent to the Terminal. The Phase I design work will proceed with the understanding that additional design phases will be required. It is anticipated that the project will be separated into at least four phases. The first design phase is for work started herein as Phase I, the second phase will be for the delineation of wetlands along with Economy Lot Conceptual Design for E-Lot. The third phase is scheduled to be further development of E-Lot which will include topographic mapping leading to the preparation of construction documents. The fourth phase will be to prepare design documents for the Wayfinding and Exterior Signage project. Project estimates will also be required for all phases of the project to determine the probable costs. All contracts will be presented to the Authority Board for approval.

Req # 72706

18 Corporate Woods Boulevard, 4th Floor  
Albany, New York 12211  
Main: 877 627 3772  
<https://colliersengineering.com/>



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May 6, 2025

Albany County Airport Authority  
Purchasing Office  
Albany International Airport  
737 Albany Shaker Road, Building 117  
Albany, NY 12211-1057

Proposal for Professional Services  
Design of Additional Parking Spaces and Access Routes for Parking Shuttles  
Proposal No.: 25005824P

ATTN: John O'Donnell – Chief Operating Officer

Dear Mr. O'Donnell,

Colliers Engineering & Design, Architecture, Landscape Architecture, Surveying, CT P.C. is pleased to submit this proposal to provide professional services for the Design of Additional Parking Spaces and Access Routes for Parking Shuttles, Contract No. S-1242 (Tasks Hockey and Laundry). The scope of services provided below are based on discussions with the Albany County Airport Authority during a meeting held on Friday, May 2, 2025.

This proposal is divided into three sections as follows:

- Section I** – Scope of Services
- Section II** – Rate Schedule
- Section III** – Client Contract Authorization

The order in which the following scope of services are presented generally follows the sequence in which the project will be accomplished; however, depending on the project, the various authorized services contained in this proposal may be performed in a sequence as deemed appropriate by Colliers Engineering & Design to meet project schedules.

### Section I – Scope of Services

Based on our conversations and the information noted above, we propose to complete the following:

#### Task 1.0 – Hockey

CED will prepare a Site Plan and Details for the design of an asphalt pavement sidewalk along Hockey Lane with associated wooden guiderail and solar powered LED lighting.

It is our understanding that the proposed sidewalk will facilitate pedestrian access from the new employee parking lot at the Albany County Hockey Facility to the airport terminal.

Deliverables for this task will include a Site Plan and associated Details. It is our understanding existing conditions will be drafted using publicly available information (i.e. online GIS Data, aerial imagery, etc.) and/or record plans and surveys provided by the Albany County Airport Authority.

### Task 2.0 – Laundry

CED will prepare a Site Plan and Details for the design of additional pedestrian safety measures and a new sidewalk at the intersection of Heritage Lane and Albany Shaker Road (Route 155).

Safety measures shall include but not be limited to pedestrian crossing signage and lighting, restriping the crosswalk, and removal of existing trees blocking line of sight of the pedestrian crossing.

A new sidewalk is proposed that will facilitate pedestrian access from the new employee parking lot at the intersection of Heritage Lane and Albany Shaker Road to the airport terminal. It is our understanding the sidewalk will consist of asphalt pavement and be 5' wide.

The deliverables for this task will include a Site Plan and associated Details. It is our understanding that the existing conditions will be drafted using publicly available information (i.e. online GIS Data, aerial imagery, etc.) and/or record plans and surveys provided by the Albany County Airport Authority.

### Schedule of Fees

CED will complete the tasks in the Scope of Services noted above on a time and materials basis not to exceed the following fees. For your convenience, we have broken down the total estimated cost of the project into the categories identified within the Scope of Services.

Task Name	
Task 1.0 – Hockey	\$5,500
Task 2.0 – Laundry	\$5,500
<b>Total</b>	<b>\$11,000</b>

This Contract and Fee Schedule are based upon the acceptance of Albany County Airport Authority's Professional Services Agreement. Reimbursable, delivery, mileage, printing and reproduction, overnight mail service and postage costs are not included in the fees noted above and will be added to each monthly invoice.



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## Exclusions and Understandings

Services relating to the following items are not anticipated for the project or cannot be quantified at this time. Therefore, any service associated with the following items is specifically excluded from the scope of professional services within this agreement.

- Services not specifically outlined in Section I;
- Survey is excluded;
- Site visits are excluded;
- Design of lighting photometric plan is excluded;
- Stormwater management design is excluded;
- Wetland delineation is excluded;
- Structural design and Geotechnical investigations are excluded;
- This proposal includes a one-time update per Albany County Airport Authority comments. Any additional updates will require an additional scope and fee.

If an item listed herein, or otherwise not specifically mentioned within this agreement, is deemed necessary, Colliers Engineering & Design may prepare an addendum to this agreement for your review, outlining the scope of additional services and associated professional fees regarding the extra services.



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## Section II – Rate Schedule

### Technical Staff Rates 2025

Billing Titles	Hourly Rates
Executive Principal	360.00
Senior Principal	345.00
Principal	320.00
Senior Technical Director	295.00
Senior Project Manager	270.00
Technical Director	230.00
Project Manager	220.00
Senior Project Specialist	200.00
Project Specialist	190.00
Technical Professional	180.00
Technical Specialist	170.00
Specialist	160.00
Senior Data Technician	150.00
Senior Technical Assistant	140.00
Technical Assistant	125.00
Field Technician	115.00
Data Technician	115.00
Survey Crew – 1 Person w/Robotic Equipment	195.00
Additional Survey Crew Member	85.00
SUE Crew (designating) – 1 Person	160.00
Additional (designating) Member	85.00
SUE Crew (locating) – 2 Person	220.00
Additional (locating) Member	85.00
Expert Witness	425.00
Sr. LSRP	330.00
LSRP	290.00

### Reimbursable Expenses

General Expenses	Cost + 15%
Travel (Hotel, Airfare, Meals)	Cost + 15%
Sub-Consultants/Sub-Contractors	Cost + 20%
Plotting	4.50 / Each
Computer Mylars / Color Plots	100.00 / Each
Photocopies	0.19 / Each
Color Photocopies	2.05 / Each
Document Binding	4.05 / Each
Portable Media	100.00 / Each
Exhibit Lamination (24" x 36" or larger)	90.00 / Each
Initial Digital Signature	300.00
Additional Digital Signatures	75.00 / Each
Mileage Reimbursement*	0.655 / Per Mile
	Field Vehicle 0.75 / Per Mile

\*Mileage reimbursement subject to change based upon IRS standard mileage rate.

Master Schedule

Rates are effective through December 31, 2025



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### Section III – Client Contract Authorization

I hereby declare that I am duly authorized to sign binding contractual documents. I also declare that I have read, understand, and accept this contract.

Matthew J. Mokey  
Signature

5-7-2025  
Date

MATTHEW J. Mokey  
Printed Name

AIRPORT ENGINEER  
Title

If you find this proposal acceptable, please sign where indicated above in Section III, and return one signed copy to this office. This proposal is valid for 60 days.

We very much appreciate the opportunity of submitting this proposal and look forward to performing these services for you. Our team is confident that our approach and fee will ensure a successful project for the Albany County Airport Authority. If you have any questions regarding this proposal, contact me by phone at (518) 556-3631 or email at [eric.redding@collierseng.com](mailto:eric.redding@collierseng.com).

Sincerely,

Colliers Engineering & Design, Architecture, Landscape Architecture, Surveying, CT P.C.

Eric Redding

Eric Redding, PE, LEED AP  
Principal

18 Corporate Woods Boulevard, 4th Floor  
Albany, New York 12211  
Main: 877 627 3772  
<https://colliersengineering.com/>



Engineering  
& Design

June 5, 2025

Albany County Airport Authority  
Purchasing Office  
Albany International Airport  
737 Albany Shaker Road, Building 117  
Albany, NY 12211-1057

Proposal for Professional Services  
Design of Additional Parking Spaces and Access Routes for Parking Shuttles  
Proposal No.: 25005824P

ATTN: John O'Donnell – Chief Operating Officer

Dear Mr. O'Donnell,

Colliers Engineering & Design, Architecture, Landscape Architecture, Surveying, CT P.C. is pleased to submit this proposal to provide professional services for the Design of Additional Parking Spaces and Access Routes for Parking Shuttles, Contract No. S-1242 (Task Long Term Parking Improvements). The scope of services provided below are based on discussions with the Albany County Airport Authority during a meeting held on Friday, May 2, 2025.

This proposal is divided into three sections as follows:

- Section I** – Scope of Services
- Section II** – Rate Schedule
- Section III** – Client Contract Authorization

The order in which the following scope of services are presented generally follows the sequence in which the project will be accomplished; however, depending on the project, the various authorized services contained in this proposal may be performed in a sequence as deemed appropriate by Colliers Engineering & Design to meet project schedules.

### **Section I – Scope of Services**

Based on our conversations and the information noted above, we propose to complete the following:

#### **Task 1.0 – Long Term Parking Improvements**

CED will prepare a Site Plan and Details for the design of additional parking spaces in the Long-Term Parking lot.



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It is our understanding that an additional 20-30 parking spaces is desired, however, CED will make every effort to maximize the number of parking spaces in the lot.

One (1) visit to the site is included in this task.

Deliverables for this task will include a Site Plan and associated Details. It is our understanding existing conditions will be drafted using publicly available information (i.e. online GIS Data, aerial imagery, etc.) and/or record plans and surveys provided by the Albany County Airport Authority.

### Task 2.0 – Economy Lot Improvements

CED will prepare a Site Plan and Details for the design of additional parking spaces and drive aisles in the Economy Lot.

CED will take into consideration the operations of the shuttle buses to ensure the design improves the efficiency of their routes throughout the lot. We will make every effort to maximize the number of parking spaces in the lot.

CED will prepare a high-level phasing plan and cost estimate for various options and phases of construction of the parking lot so the Albany County Airport Authority can make an informed decision.

One (1) visit to the site is included in this task.

Deliverables for this task will include a Site Plan and associated Details. It is our understanding existing conditions will be drafted using publicly available information (i.e. online GIS Data, aerial imagery, etc.) and/or record plans and surveys provided by the Albany County Airport Authority.

### Task 3.0 – Conceptual Wayfinding and Signage Improvements

As part of this task, CED will conduct a focused review of the existing vehicular sign inventory at Albany International Airport. Unlike a full sign inventory effort, this will be a high-level assessment aimed at identifying gaps or inconsistencies in wayfinding that may affect driver clarity or safety. The review will focus on primary travel paths within and immediately surrounding the airport entrances from NYS Route 155 (Albany-Shaker Road), particularly those used by the public, shuttles, rental car customers, and those seeking to access other facilities on the property such as Million Air.

Following this assessment, we will identify and conceptually define up to three (3) key locations where improvements to signage and wayfinding would provide the greatest benefit. For each of these areas, we will provide recommendations to improve the overall driver experience. These recommendations will follow applicable guidelines from the Manual on Uniform Traffic Control Devices (MUTCD) and will take into consideration visibility, consistency, and ease of navigation. A conceptual-level cost estimate will also be prepared for each area to assist with budgeting and



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future planning. The cost estimate will consider costs for standard and premium/custom sign types. General recommendations will also be provided for signage on other areas of the property.

Finally, all findings and recommendations will be summarized in a concise memorandum report. This report will include a discussion of any proposed signs that may fall under the jurisdiction of agencies outside the airport property, such as NYSDOT or County highway departments. Where applicable, we will outline which agencies may require coordination or approval prior to installation. This approach is designed to provide airport leadership with a practical roadmap to enhance wayfinding in the near term while laying the groundwork for longer-term signage improvements.

6

### Schedule of Fees

CED will complete the tasks in the Scope of Services noted above on a time and materials basis not to exceed the following fees. For your convenience, we have broken down the total estimated cost of the project into the categories identified within the Scope of Services.

Task Name	
Task 1.0 – Long Term Parking Improvements	\$6,600
Task 2.0 – Economy Lot Improvements	\$10,200
Task 3.0 – Conceptual Wayfinding and Signage Improvements	\$7,000
<b>Total</b>	<b>\$23,800</b>

This Contract and Fee Schedule are based upon the acceptance of Albany County Airport Authority's Professional Services Agreement. Reimbursable, delivery, mileage, printing and reproduction, overnight mail service and postage costs are not included in the fees noted above and will be added to each monthly invoice.

### Exclusions and Understandings

Services relating to the following items are not anticipated for the project or cannot be quantified at this time. Therefore, any service associated with the following items is specifically excluded from the scope of professional services within this agreement.

- Services not specifically outlined in Section I;
- Survey is excluded;
- Design of lighting photometric plan is excluded;
- Stormwater management design is excluded;
- Wetland delineation and permitting is excluded;
- Structural design and Geotechnical investigations are excluded;
- This proposal includes a one-time update per Albany County Airport Authority comments. Any additional updates will require an additional scope and fee.



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- Major areas for suggested wayfinding and signage improvements are limited to three (3) locations;
- General recommendations will be high-level suggestions and signage principles that could be applied in a future full sign inventory and replacement scope.

If an item listed herein, or otherwise not specifically mentioned within this agreement, is deemed necessary, Colliers Engineering & Design may prepare an addendum to this agreement for your review, outlining the scope of additional services and associated professional fees regarding the extra services.



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## Section II – Rate Schedule

### Technical Staff Rates 2025

Billing Titles	Hourly Rates
Executive Principal	360.00
Senior Principal	345.00
Principal	320.00
Senior Technical Director	295.00
Senior Project Manager	270.00
Technical Director	230.00
Project Manager	220.00
Senior Project Specialist	200.00
Project Specialist	190.00
Technical Professional	180.00
Technical Specialist	170.00
Specialist	160.00
Senior Data Technician	150.00
Senior Technical Assistant	140.00
Technical Assistant	125.00
Field Technician	115.00
Data Technician	115.00
Survey Crew – 1 Person w/Robotic Equipment	195.00
Additional Survey Crew Member	85.00
SUE Crew (designating) – 1 Person	160.00
Additional (designating) Member	85.00
SUE Crew (locating) – 2 Person	220.00
Additional (locating) Member	85.00
Expert Witness	425.00
Sr. LSRP	330.00
LSRP	290.00

### Reimbursable Expenses

General Expenses	Cost + 15%
Travel (Hotel, Airfare, Meals)	Cost + 15%
Sub-Consultants/Sub-Contractors	Cost + 20%
Plotting	4.50 / Each
Computer Mylars / Color Plots	100.00 / Each
Photocopies	0.19 / Each
Color Photocopies	2.05 / Each
Document Binding	4.05 / Each
Portable Media	100.00 / Each
Exhibit Lamination (24" x 36" or larger)	90.00 / Each
Initial Digital Signature	300.00
Additional Digital Signatures	75.00 / Each
Mileage Reimbursement*	0.655 / Per Mile Field Vehicle 0.75 / Per Mile

\*Mileage reimbursement subject to change based upon IRS standard mileage rate.



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**Section III – Client Contract Authorization**

I hereby declare that I am duly authorized to sign binding contractual documents. I also declare that I have read, understand, and accept this contract.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

If you find this proposal acceptable, please sign where indicated above in Section III, and return one signed copy to this office. This proposal is valid for 60 days.

We very much appreciate the opportunity of submitting this proposal and look forward to performing these services for you. Our team is confident that our approach and fee will ensure a successful project for the Albany County Airport Authority. If you have any questions regarding this proposal, contact me by phone at (518) 556-3631 or email at [eric.redding@collierseng.com](mailto:eric.redding@collierseng.com).

Sincerely,

Colliers Engineering & Design, Architecture, Landscape Architecture, Surveying, CT P.C.

Eric Redding, PE, LEED AP  
Principal

REV # 72720

18 Corporate Woods Boulevard, 4th Floor  
Albany, New York 12211  
Main: 877 627 3772  
<https://colliersengineering.com/>



June 19, 2025

Albany County Airport Authority  
Purchasing Office  
Albany International Airport  
737 Albany Shaker Road, Building 117  
Albany, NY 12211-1057

Proposal for Professional Services  
Design of Additional Parking Spaces and Access Routes for Parking Shuttles  
Proposal No.: 25005824P

ATTN: John O'Donnell – Chief Operating Officer

Dear Mr. O'Donnell,

Colliers Engineering & Design, Architecture, Landscape Architecture, Surveying, CT P.C. is pleased to submit this proposal to provide professional services for the Design of Additional Parking Spaces and Access Routes for Parking Shuttles, Contract No. S-1242. The scope of services provided below are based on discussions with the Albany County Airport Authority.

This proposal is divided into three sections as follows:

- Section I** – Scope of Services
- Section II** – Rate Schedule
- Section III** – Client Contract Authorization

The order in which the following scope of services are presented generally follows the sequence in which the project will be accomplished; however, depending on the project, the various authorized services contained in this proposal may be performed in a sequence as deemed appropriate by Colliers Engineering & Design to meet project schedules.

### **Section I – Scope of Services**

Based on our conversations and the information noted above, we propose to complete the following:

#### **Task 1.0 – Topographic Survey**

Colliers Engineering & Design will perform a topographic survey of a section of New York-155 in accordance with applicable state and local jurisdictional requirements and the Current Existing Code of Practice for Land Surveys adopted by the New York State Association of Professional Land

Surveyors, Inc.; the guidelines of the New York State Education Department and the State Board of Engineers and Land Surveyors.

### SURVEY LIMITS



Our office will prepare a topographic survey map that is a graphic pictorial representation of existing site features observed at the time of the field survey such as buildings, curbs, sidewalks, roadways, driveways, retaining walls, fences, individual trees in open areas, and utility hardware. Limits of wooded areas will be depicted based on the approximate dripline, but individual trees within wooded areas will not be surveyed. The topographic map will depict existing spot elevations and contours at a one-(1) foot contour interval. GPS surveying techniques will be used to control the survey with the resulting horizontal datum being New York State Plane Coordinate System NAD83 and the vertical datum being North American Vertical Datum NAVD88.

Visible and accessible utilities and/or utility structures within the survey limits as described above will be surveyed and shown on the plan to include rim, grate and invert elevations, and pipe sizes entering and/or exiting the structures. For the purposes of this contract, accessible utilities shall be defined as those utilities that are visible to the naked eye at ground level and are safely accessible by foot by Colliers Engineering & Design field survey personnel without the need for additional safety measures and/or assistance with making pipes visible, open and clear for inspection and measuring.



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Included in this task of service are the following tasks:

- Establish on-site survey control;
- Field traverse, topographic survey and data collection;
- Field measure inverts of accessible gravity structures;
- Field survey data reduction and computation;
- Preparation of topographic survey map in AutoCAD Civil 3D 2020 format.

Traffic safety protection for field survey crew and cleaning of clogged or obstructed drain and sewer structures is **not** included in the fee for this survey. If it is determined that safety protection is required for any of the survey services performed under this contract, we will advise you of the approximate cost prior to moving forward. Such additional cost would be invoiced as a reimbursable expense pursuant to prior authorization.

**Final Deliverable.** The final deliverable will be a maximum of eight (8) hardcopies signed and sealed by a New York Professional Licensed Land Surveyor, and an electronic file copy in Adobe pdf format. Draft deliverables will be in form of electronic file Adobe pdf format.

Delivery of hard copy maps will be limited to one (1) package sent to one (1) address, one (1) time. Additional delivery of hard copy maps will be billed as a reimbursable expense in accordance with Section II of this agreement.

## Task 2.0 – Underground Utility Investigation and Mark-Out

Colliers Engineering & Design (CED) will investigate the project limits (image below) for the presence of underground utilities. Any conductive subsurface utilities will be designated using electromagnetic utility designating equipment within the project limits. Where possible, utilities will be identified by designation to a known termination point (manhole, pull box, etc.) or through direct connection. The designating equipment will also be used in passive and inductive modes across the project site to identify and designate utilities that cannot be accessed from the surface. Ground penetrating radar (GPR) equipment will also be used to attempt to locate any non-conductive underground utilities. Utilities will be marked in the field using pink marking paint and/or pin flags in accordance with American Public Works Association (APWA) standard color code (pink represents temporary survey markings). Utilities associated with this scope of work include (but are not limited to): electric, telecommunications (cable, fiber optic, telephone), gas and water.

A field sketch will be prepared on aerial mapping that shows the locations of all identified underground utilities. This will be provided within one (1) week of the completion of the field work.

## INVESTIGATION LIMITS



### Warranties & Standards of Care:

Identifying and mapping underground utilities is accomplished through geophysical investigation and gathering of evidence. There is not a guarantee of exact utility location unless visually exposed and surveyed. CED warrants only that the services provided meet the prevailing standard of care and does not guarantee that all utilities/targets can or will be identified, detected or precisely mapped.

### Task 3.0 – Laundry Final Design

CED will prepare Site Plans for the design of additional pedestrian safety measures, a new sidewalk, and a new bus stop turnout at the intersection of Heritage Lane and Albany Shaker Road (Route 155).

Safety measures shall include but not be limited to pedestrian crossing signage and lighting, restriping the crosswalk, and removal of existing trees blocking line of sight of the pedestrian crossing.



A new sidewalk is proposed that will facilitate pedestrian access from the new employee parking lot (Laundry) at the intersection of Heritage Lane and Albany Shaker Road to the airport terminal. It is our understanding the sidewalk will consist of asphalt pavement and be 5' wide.

The deliverables for this task will include a set of site plans with associated details necessary for construction. The existing conditions will utilize the survey information obtained in Tasks 1.0 and 2.0 noted above.

The Site Plans will be stamped and signed by a Professional Engineer licensed in the State of New York.

### Schedule of Fees

CED will complete the tasks in the Scope of Services noted above on a lump sum basis per the following fees. For your convenience, we have broken down the total estimated cost of the project into the categories identified within the Scope of Services.

Task Name	
Task 1.0 – Topographic Survey	\$5,980
Task 2.0 – SUE Survey	\$5,400
Task 3.0 – Laundry Final Design	\$8,080
<b>Total</b>	<b>\$19,460</b>

This Contract and Fee Schedule are based upon the acceptance of Albany County Airport Authority's Professional Services Agreement. Reimbursable, delivery, mileage, printing and reproduction, overnight mail service and postage costs are not included in the fees noted above and will be added to each monthly invoice.

### Exclusions and Understandings

Services relating to the following items are not anticipated for the project or cannot be quantified at this time. Therefore, any service associated with the following items is specifically excluded from the scope of professional services within this agreement.

- Services not specifically outlined in Section I;
- Design of lighting photometric plan is excluded;
- Stormwater management design is excluded;
- Wetland delineation and permitting is excluded;
- Structural design and Geotechnical investigations are excluded;
- This proposal includes a one-time update per Albany County Airport Authority comments. Any additional updates will require an additional scope and fee.
- Boundary Survey;



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- Modifications of or additions to the completed survey map after it has been distributed. If additional survey requirements or other form of survey certification is requested, a separate fee will be negotiated for performing such service;
- Supplemental field survey;
- Roadway Cross Sections;
- Stream Cross Sections;
- Building façade survey;
- Building interior survey;
- Rooftop survey;
- Property title search;
- ALTA/NSPS Land Title Survey;
- Construction stakeout services;
- Wetland delineation, reports or surveys;
- Tree Location Plan and/or surveys;
- Subdivision or Consolidation Plans and/or Parcel Maps;
- Security clearance protocol;
- Obstructions that cannot be moved (parked cars, etc.) may limit the investigation;
- Non-conductive utilities (PVC, plastic, some fiber optics) that do not have an associated tracer wire may not be able to be field verified;
- Depending on the properties of the soils at the project site, the penetration depth of the GPR ranges from less than one (1) foot to over eight (8) feet. In order for utilities to be detected in GPR data, the diameter of the utility, in inches, must be greater than or equal to the depth of the utility, in feet. GPR can detect metallic and non-metallic utilities, such as steel, ductile iron, or PVC pipe, but is generally not capable of independently determining the utility type (electric, gas, water, etc.);
- These services are conducted with due diligence and in a manner consistent with standards of the subsurface utility mapping industry. Every reasonable effort will be made to locate underground utilities within the project limits;
- Fees are based upon CED's services not being subject to prevailing wage requirements;
- Scope of work excludes Confined Space Entry situations.

If an item listed herein, or otherwise not specifically mentioned within this agreement, is deemed necessary, Colliers Engineering & Design may prepare an addendum to this agreement for your review, outlining the scope of additional services and associated professional fees regarding the extra services.



Section II – Rate Schedule

Technical Staff Rates 2025

Billing Titles	Hourly Rates
Executive Principal	360.00
Senior Principal	345.00
Principal	320.00
Senior Technical Director	295.00
Senior Project Manager	270.00
Technical Director	230.00
Project Manager	220.00
Senior Project Specialist	200.00
Project Specialist	190.00
Technical Professional	180.00
Technical Specialist	170.00
Specialist	160.00
Senior Data Technician	150.00
Senior Technical Assistant	140.00
Technical Assistant	125.00
Field Technician	115.00
Data Technician	115.00
Survey Crew – 1 Person w/Robotic Equipment	195.00
Additional Survey Crew Member	85.00
SUE Crew (designating) – 1 Person	160.00
Additional (designating) Member	85.00
SUE Crew (locating) – 2 Person	220.00
Additional (locating) Member	85.00
Expert Witness	425.00
Sr. LSRP	330.00
LSRP	290.00

Reimbursable Expenses

General Expenses	Cost + 15%
Travel (Hotel, Airfare, Meals)	Cost + 15%
Sub-Consultants/Sub-Contractors	Cost + 20%
Plotting	4.50 / Each
Computer Mylars / Color Plots	100.00 / Each
Photocopies	0.19 / Each
Color Photocopies	2.05 / Each
Document Binding	4.05 / Each
Portable Media	100.00 / Each
Exhibit Lamination (24" x 36" or larger)	90.00 / Each
Initial Digital Signature	300.00
Additional Digital Signatures	75.00 / Each
Mileage Reimbursement*	0.655 / Per Mile
	Field Vehicle 0.75 / Per Mile

\*Mileage reimbursement subject to change based upon IRS standard mileage rate.



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### Section III - Client Contract Authorization

I hereby declare that I am duly authorized to sign binding contractual documents. I also declare that I have read, understand, and accept this contract.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

If you find this proposal acceptable, please sign where indicated above in Section III, and return one signed copy to this office. This proposal is valid for 60 days.

We very much appreciate the opportunity of submitting this proposal and look forward to performing these services for you. Our team is confident that our approach and fee will ensure a successful project for the Albany County Airport Authority. If you have any questions regarding this proposal, contact me by phone at (518) 556-3631 or email at [eric.redding@collierseng.com](mailto:eric.redding@collierseng.com).

Sincerely,

Colliers Engineering & Design, Architecture, Landscape Architecture, Surveying, CT P.C.

Eric Redding, PE, LEED AP  
Principal

July 3, 2025

Albany County Airport Authority  
Purchasing Office  
ATTN: John O'Donnell - Chief Operating Officer  
Albany International Airport  
737 Albany Shaker Road, Building 117  
Albany, NY 12211-1057

Proposal for Professional Services  
Economy Lot (E-Lot) Preliminary Services  
Proposal No.: 25005824P

Dear Mr. O'Donnell,

Colliers Engineering & Design, Architecture, Landscape Architecture, Surveying, CT P.C. is pleased to submit this proposal to provide professional services for survey, environmental consulting and conceptual civil design for the Economy Lot (E-Lot), **Contract No. S-1242**. The scope of services provided below are based on discussions with the Albany County Airport Authority.

This proposal is divided into three sections as follows:

- Section I** - Scope of Services
- Section II** - Rate Schedule
- Section III** - Client Contract Authorization

The order in which the following scope of services are presented generally follows the sequence in which the project will be accomplished; however, depending on the project, the various authorized services contained in this proposal may be performed in a sequence as deemed appropriate by Colliers Engineering & Design to meet project schedules.

## Section I - Scope of Services

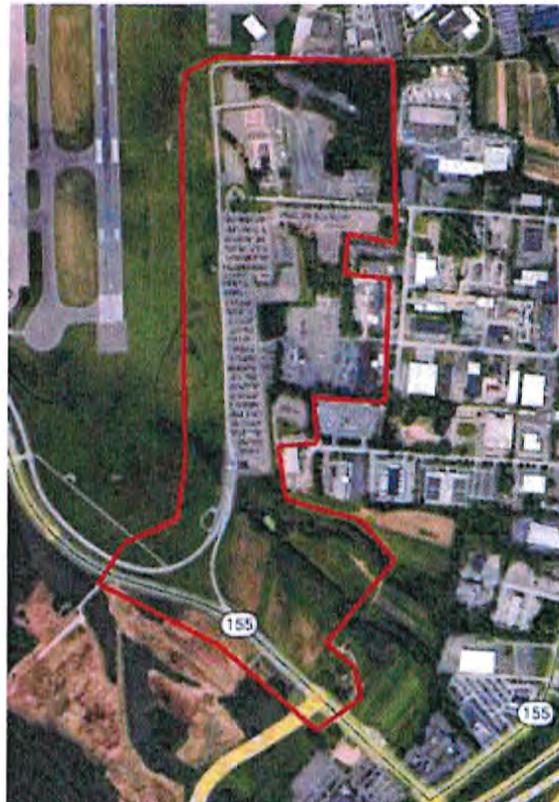
Based on our conversations and the information noted above, we propose to complete the following:

### Task 1.0 - Topographic Survey

Colliers Engineering & Design will enlist the services of an aerial helicopter firm to collect and compile the topographic mapping of the subject property. The mapping will be based on new low altitude aerial LiDAR photography and sampling elevations at approximately 10 points per square meter that will yield mapping at a scale of 1"=30'. GPS surveying techniques will be used to control the survey with the resulting horizontal datum being tied to existing Albany Airport Control

Monuments and New York State Plane Coordinate System NAD83 and the vertical datum being North American Vertical Datum NAVD88. The mapping limits will be approximately 112 acres as depicted below:

### SURVEY LIMITS



**Please note the new aerial flight must be performed during times when the ground is void of snow cover.**

All such areas obscured by snow will be identified on the topographic map and supplemental ground-based survey may be needed to map obscured features and obtain a higher level of elevation accuracy.

Visible and accessible utilities and/or utility structures within the survey limits as described above will be surveyed and shown on the plan to include rim, grate and invert elevations, and pipe sizes entering and/or exiting the structures. For the purposes of this contract, accessible utilities shall be defined as those utilities that are visible to the naked eye at ground level and are safely accessible by foot by Colliers Engineering & Design field survey personnel without the need for additional safety measures and/or assistance with making pipes visible, open and clear for inspection and measuring.

CED will prepare a topographic survey map that is a graphic pictorial representation of existing site features observed at the time of the field survey such as buildings, curbs, sidewalks, roadways, driveways, retaining walls, fences, individual trees in open areas, and utility hardware. Limits of

wooded areas will be depicted based on the approximate dripline, but individual trees within wooded areas will not be surveyed. The topographic map will depict existing spot elevations and contours at a one-(1) foot contour interval.

Included in this task of service are the following tasks:

- New aerial mapping flight by sub-consultant;
- Establish on-site survey control and tie to existing airport monuments;
- Field edit aerial map, and survey visible utility structures;
- Field measure inverts of accessible gravity structures;
- Field survey data reduction and computation;
- Compile topographic survey map in AutoCAD Civil 3D 2020 format.

Traffic safety protection for field survey crew, and cleaning of clogged or obstructed drain and sewer structures is **not** included in the fee for this survey. If it is determined that safety protection is required for any of the survey services performed under this contract, we will advise you of the approximate cost prior to moving forward. Such additional cost would be invoiced as a reimbursable expense pursuant to prior authorization.

**Final Deliverable.** The final deliverable will be a maximum of Four (4) hardcopies signed and sealed by a New York Professional Licensed Land Surveyor, and an electronic file copy in Adobe pdf format. Draft deliverables will be in form of electronic file Adobe pdf format.

Delivery of hard copy maps will be limited to one (1) package sent to one (1) address, one (1) time. Additional delivery of hard copy maps will be billed as a reimbursable expense in accordance with Section III of this agreement.

### Task 1.1 - Underground Utility Investigation and Mark-Out

Colliers Engineering & Design proposes to provide the following professional Utility Investigation and Mapping Services in support of the above-named project in accordance with the approximately 112-acre project limits as indicated on the provided map and site sketch.

**Utility Records Research.** Conduct comprehensive utility records research and collect applicable utility owner records to assist in identifying utility owners that may have facilities on or be affected by the project. Includes interfacing with utility owners/operators to ascertain the availability and completeness of record documents and to obtain verbal or historical information on existing subsurface facilities and operational status. All utility records obtained through this process will be included as an attachment in the final deliverable.

**Buried Utility Mapping (Horizontal Mapping of Utilities).** Designating the presence and approximate horizontal location of subsurface utilities using geophysical prospecting techniques including, electromagnetic, sonic and Ground Penetrating Radar (GPR) techniques. Colliers Engineering & Design will provide the following designating services to aid the Client:

- Provide equipment, personnel and supplies needed for performing designating services. Colliers Engineering & Design shall determine equipment, personnel and supplies needed to perform these services.
- Designate the existing underground utility facilities within the identified area as described in Figure 1. Conduct appropriate investigation of site conditions.
- Mark the horizontal position of underground utilities on the ground with spray paint to be surveyed by CED Survey team (fees for the survey are included in another Task). These utilities may include water, natural gas, electric, and telecommunications.
- Measure inverts and record data at all sanitary and storm drain structures including (but not limited to) manholes, inlets, catch basins, cleanouts. This information will be provided to the CED Survey team for inclusion in the final mapping. Sanitary and storm drain lines between structures will not be marked out.
- Formulate a field sketch on aerial mapping documenting all utilities designated with electronic depth information and notes. This will be provided to the CED Survey team who will be providing the final CAD deliverable.
- Coordinate with CED Survey team to ensure that the utility investigation results are accurately represented in their final deliverable.

Aerial utilities are excluded from this Task.

A final sketch detailing the results of the utility investigation will be provided within two (2) weeks of completion of field work.

**GPR Assumptions / Clarifications.** GPR effectiveness and resolution is highly dependent on soil conditions within the investigation area. GPR's ability to identify or resolve subsurface anomalies may vary significantly across the investigation area. GPR resolution depths are soil dependent and can vary from 0' to 8' of penetration at infinite points across an investigation area. While GPR can be a very effective tool in locating or identifying subsurface objects or facilities (anomalies), the results are interpretive and subject to possible misinterpretation or error. SUE Provider personnel will make every reasonable effort to properly identify and interpret GPR anomalies in accordance with the performance limitations of the technology and provide recognizable markings for the Client.

**Warranties & Standards of Care:**

Identifying and mapping underground utilities is accomplished through geophysical investigation and gathering of evidence. There is not a guarantee of exact utility location unless visually exposed and surveyed. CED warrants only that the services provided meet the prevailing standard of care and does not guarantee that all utilities/targets can or will be identified, detected or precisely mapped. These services are conducted with due diligence and in a manner consistent with standards of the subsurface utility mapping industry. Every reasonable effort will be made to locate underground utilities within the project limits.

## SURVEY LIMITS



### Task 2.0 – Wetland & Watercourse Delineation

- In preparation for fieldwork, CED will conduct a review of the following: aerial photography, topographic maps, National Wetland Inventory (NWI) maps, NRCS Soil Survey map, New York State Department of Environmental Conservation (NYSDEC) Environmental Resource Mapper (ERM), NYS stream, and FEMA floodplain mapping.
- A wetland delineation will be performed to formally determine the presence or absence of wetlands or other watercourses and delineate the boundaries of potentially jurisdictional wetlands on site. Assume one mobilization to the Project Site to delineate the wetlands and watercourses.
- CED will conduct a delineation of wetlands and other Waters of the United States (WOTUS) (Field Investigation) within the **112-acre Study Area**.
  - Wetlands, where present, are identified and delineated in accordance with the United States Army Corps of Engineers (USACE) 1987 Wetland Delineation Manual and

- o accompanying 2012 Regional Supplement to the USACE Wetland Delineation Manual: Northcentral and Northeast Region (Version 2.0).
- o Wetland boundaries are marked in the field using pink survey ribbon labeled WETLAND BOUNDARY.
- o The wetland flags and stream flags are individually labeled and are located utilizing a GPS unit.
- o USACE data sheets upland and wetland data plots shall be completed fully. Photo documentation will be collected at each data point and in representative upland and wetland habitats throughout the Study Area.
- o Concurrently with the wetland delineation, potentially jurisdictional streams will be delineated. Streams with a top-of-bank width of less than ten feet (<10') will be delineated along the centerline, and streams observed to have a top-of-bank width of ten feet or greater (≥10') will be delineated along both streambanks, at the ordinary high-water mark (OHWM). The streams are marked with blue survey ribbon.
- CED will process the field collected data and provide a preliminary map of the site and any wetlands and waterbodies delineated, a KMZ, and GIS shapefiles of all delineated features and attributes.
- Preparation of a letter Wetland and Watercourse Delineation Report that will include the results of the data listed above, a discussion of the delineated resources within the project site, copies of the USACE Wetland Determination Data Forms and stream inventory data forms, representative photographs and GIS mapping displaying the delineated features. The delineation report will also identify the limits of any NYSDEC Previously Mapped Wetlands and NYSDEC Informational Wetlands identified within and/or within the vicinity of the Project Area.

## Task 2.1 – Preliminary Threatened & Endangered Species Habitat Assessment

- In preparation for fieldwork, CED will review and summarize existing listed species and habitat data, including the United States Fish and Wildlife Service (USFWS) online Information for Planning and Consultation (IPaC) system, the New York State Department of Environmental Conservation (NYSDEC) Environmental Resource Mapper (ERM), and the NYSDEC Environmental Assessment Form (EAF) Mapper.
- A Preliminary Threatened & Endangered Species Habitat Assessment will be conducted in the field to identify potentially suitable habitat within the Project Area for federally listed species identified during the desktop review.
- If the Study Area is located within a “Significant Natural Communities” or “Rare Plants or Animals” layer on the NYSDEC ERM, CED will submit a Project Screening Request Form to the New York Natural Heritage Program (NYNHP).

- The results of the Desktop Review will be presented in a Preliminary Threatened and Endangered Species Desktop Review and Assessment Report (Report). The Report provides a description of habitat requirements and a brief explanation of CED's effect determination and rationale regarding the Project's potential effect on each species based on the information available at the time of the Report.
- If sufficient preliminary project information (i.e., tree clearing acreage) is available, CED will assess the Project's effects to listed species using the USFWS Determination Keys available through the USFWS IPaC website.

### Task 3.0 – SHPO Coordination and Desktop Review

CED will complete coordination with the New York State Historic Preservation Office (SHPO) for the 112-acre Albany Airport Study Area to ensure compliance with Section 106 of the National Historic Preservation Act (NHPA). This effort will include a desktop-level review of available data through the New York State Cultural Resource Information System (NYCRIS) to identify any previously recorded cultural resources, including archaeological sites, historic structures, or past surveys within or adjacent to the Study Area. Utilizing available GIS data, CED will generate mapping that illustrates the location of cultural resources relative to the project boundary and will prepare a clear and concise summary of findings.

Following this review, CED will prepare and submit a coordination package through the CRIS system, including a cover letter and supporting documentation necessary for SHPO review. Any follow-up questions or requests from SHPO will be addressed in a timely manner, and all correspondence will be tracked to ensure project compliance and transparency. Upon receipt of a response from SHPO, CED will provide the client with a summary of the outcome in the form of an email, including any next steps that may be required.

This task assumes that Phase IA or Phase IB archaeological fieldwork will not be required as part of this project at this time, but such work may be determined to be necessary by SHPO. If additional archaeological investigations are requested, a separate scope and fee will be provided. This proposal also assumes that tribal consultation is not required at this time, and that no additional meetings, site visits, or stakeholder engagement will be necessary beyond the outlined desktop review and submission.

#### **Assumptions**

- No Phase IA or IB fieldwork is included; SHPO may request it, and a separate scope and fee would be provided if needed.
- Tribal consultation is not required at this time.
- One SHPO submission is assumed; additional submissions may require a scope revision.

SHPO response will be summarized in an email to the client, with all documentation provided.

### Task 4.0 – Economy Lot Conceptual Design

CED will prepare conceptual designs to optimize parking layout and drive aisles in the Economy Lot while considering efficient access and traffic.

CED will prepare a high-level phasing plan and cost estimate for various options and phases of construction of the parking lot so the Albany County Airport Authority can make an informed decision.

Deliverables for this task will include multiple concept plans. It is our understanding existing conditions will be drafted using publicly available information (i.e. online GIS Data, aerial imagery, etc.) and/or record plans and surveys provided by the Albany County Airport Authority for the initial concept plan. Once completed, survey and environmental information will be added to the plans.

### Schedule of Fees

CED will complete the tasks in the Scope of Services noted above on a lump sum basis per the following fees. For your convenience, we have broken down the total estimated cost of the project into the categories identified within the Scope of Services.

Task Name	
Task 1.0 – Topographic Survey	\$97,000.00
Task 1.1 – Underground Utility Investigation and Mark-Out	\$69,500.00
Task 2.0 – Wetland & Watercourse Delineation	\$12,800.00
Task 2.1 – Preliminary Threatened & Endangered Species Habitat Assessment	\$2,000.00
Task 3.0 – SHPO Coordination and Desktop Review*	\$750.00
Task 4.0 – Economy Lot Conceptual Design*	\$20,000.00
<b>Total</b>	<b>\$202,050.00</b>

\*Hourly Not to Exceed (HNTE)

This Contract and Fee Schedule are based upon the acceptance of Albany County Airport Authority's Professional Services Agreement. Reimbursable, delivery, mileage, printing and reproduction, overnight mail service and postage costs are not included in the fees noted above and will be added to each monthly invoice.

## Exclusions and Understandings

Services relating to the following items are not anticipated for the project or cannot be quantified at this time. Therefore, any service associated with the following items is specifically excluded from the scope of professional services within this agreement.

- Services not specifically outlined in Section I;

### Task 1.0

- Modifications of or additions to the completed survey map after it has been distributed. If additional survey requirements or other form of survey certification is requested, a separate fee will be negotiated for performing such service;
- Access to all areas needed in the survey;
- Utility survey;
- Supplemental field survey;
- Roadway Cross Sections;
- Stream Cross Sections;
- Field survey of "obscured areas" (under tree canopies and/or submerged areas);
- Building façade survey;
- Building interior survey;
- Rooftop survey;
- Property title search;
- ALTA/NSPS Land Title Survey;
- Engineering services;
- Construction stakeout services;
- Wetland delineation, reports or surveys;
- Tree Location Plan and/or surveys;
- Subdivision or Consolidation Plans and/or Parcel Maps;
- Security clearance protocol and restricted areas of the airport. Areas within the restricted areas will need uninterrupted access to complete the survey. If access cannot be granted additional fees may be applied;
- Roadway Cross Sections;
- Stream Cross Sections;
- Building façade survey;
- Building interior survey;
- Rooftop survey;
- Boundary Survey.

### Task 1.1:

- Obstructions that cannot be moved (parked cars, etc.) may limit the investigation;
- Non-conductive utilities (PVC, plastic, some fiber optics) that do not have an associated tracer wire may not be able to be field verified;

- Depending on the properties of the soils at the project site, the penetration depth of the GPR ranges from less than one (1) foot to over eight (8) feet. In order for utilities to be detected in GPR data, the diameter of the utility, in inches, must be greater than or equal to the depth of the utility, in feet. GPR can detect metallic and non-metallic utilities, such as steel, ductile iron, or PVC pipe, but is generally not capable of independently determining the utility type (electric, gas, water, etc.);
- These services are conducted with due diligence and in a manner consistent with standards of the subsurface utility mapping industry. Every reasonable effort will be made to locate underground utilities within the project limits;

#### **Task 2.0:**

- This proposal assumes the Preliminary Threatened & Endangered Species Habitat Assessment and Wetland Delineation Field Work will be completed concurrently and during the same mobilization to the site.
- It is assumed that property boundaries and/or Study Area is readily distinguishable in the field and/or can be added as a shapefile to our GIS tablet.
- This proposal does not include a jurisdictional determination for wetlands identified and/or delineated on site, either through USACE or NYSDEC. If required, CED can provide a scope and fee to undertake the additional work.
- This proposal does not include federal, state, or local wetland permitting efforts, including application for an NWP through USACE, NYSDEC permit, or Joint Permit Application. If required, CED can provide a scope and fee to undertake the additional work.
- This proposal does not include wetland mitigation design, credit purchase and regulatory approval or monitoring.
- This scope excludes any additional field work requested by jurisdiction-having authorities (JHA's) and/or the client. Additional meetings and/or on-site field visits shall be considered additional services, and CED can provide a scope and fee to undertake the additional work.

#### **Task 2.1:**

- This proposal assumes the Preliminary Threatened & Endangered Species Habitat Assessment and Wetland Delineation Field Work will be completed concurrently and during the same mobilization to the site.
- This task does not include specific threatened and endangered species field investigations (i.e., presence/absence surveys, raptor nest surveys, Bog Turtle Phase I survey, detailed habitat assessments, etc.)
- This scope excludes any additional field work requested by jurisdiction-having authorities (JHA's) and/or the client. Additional meetings and/or on-site field visits shall be considered additional services, and CED can provide a scope and fee to undertake the additional work.

**Task 4.0:**

- Design of lighting photometric plan is excluded;
- Stormwater management design is excluded;
- Structural design and Geotechnical investigations are excluded;
- Fees are based upon CED's services not being subject to prevailing wage requirements;
- Scope of work excludes Confined Space Entry situations.

If an item listed herein, or otherwise not specifically mentioned within this agreement, is deemed necessary, Colliers Engineering & Design may prepare an addendum to this agreement for your review, outlining the scope of additional services and associated professional fees regarding the extra services.

## Section II – Rate Schedule

Technical Staff Rates 2025	
Billing Titles	Hourly Rates
Executive Principal	360.00
Senior Principal	345.00
Principal	320.00
Senior Technical Director	295.00
Senior Project Manager	270.00
Technical Director	230.00
Project Manager	220.00
Senior Project Specialist	200.00
Project Specialist	190.00
Technical Professional	180.00
Technical Specialist	170.00
Specialist	160.00
Senior Data Technician	150.00
Senior Technical Assistant	140.00
Technical Assistant	125.00
Field Technician	115.00
Data Technician	115.00
Survey Crew – 1 Person w/Robotic Equipment	195.00
Additional Survey Crew Member	85.00
SUE Crew (designating) – 1 Person	160.00
Additional (designating) Member	85.00
SUE Crew (locating) – 2 Person	220.00
Additional (locating) Member	85.00
Expert Witness	425.00
Sr. LSRP	330.00
LSRP	290.00

Reimbursable Expenses	
General Expenses	Cost + 15%
Travel (Hotel, Airfare, Meals)	Cost + 15%
Sub-Consultants/Sub-Contractors	Cost + 20%
Plotting	4.50 / Each
Computer Mylars / Color Plots	100.00 / Each
Photocopies	0.19 / Each
Color Photocopies	2.05 / Each
Document Binding	4.05 / Each
Portable Media	100.00 / Each
Exhibit Lamination (24" x 36" or larger)	90.00 / Each
Initial Digital Signature	300.00
Additional Digital Signatures	75.00 / Each
Mileage Reimbursement*	0.655 / Per Mile
	Field Vehicle 0.75 / Per Mile

\*Mileage reimbursement subject to change based upon IRS standard mileage rate.

### Section III – Client Contract Authorization

I hereby declare that I am duly authorized to sign binding contractual documents. I also declare that I have read, understand, and accept this contract.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

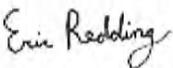
\_\_\_\_\_  
Title

If you find this proposal acceptable, please sign where indicated above in Section III, and return one signed copy to this office. This proposal is valid for 60 days.

We very much appreciate the opportunity of submitting this proposal and look forward to performing these services for you. Our team is confident that our approach and fee will ensure a successful project for the Albany County Airport Authority. If you have any questions regarding this proposal, contact me by phone at (518) 556-3631 or email at [eric.redding@collierseng.com](mailto:eric.redding@collierseng.com).

Sincerely,

Colliers Engineering & Design, Architecture, Landscape Architecture, Surveying, CT P.C.



Eric Redding, PE, LEED AP  
Principal

## **AGENDA ITEM NO. 10.2**

**Approval to issue Purchase Order for Uniform Rental Services to Unifirst Corporation under Sourcewell Contract**

AGENDA ITEM NO: 10.2  
MEETING DATE: July 14, 2025

ALBANY COUNTY AIRPORT AUTHORITY  
REQUEST FOR AUTHORIZATION

ACAA Approved  
07/14/2025

**DEPARTMENT:**        *Finance*

**Contact Person:**    *Margaret Herrmann , Acting Chief Financial Officer*

**PURPOSE OF REQUEST:**

*Approval to issue Purchase Order for Uniform Rental Services to Unifirst Corporation under Sourcewell Contract*

**CONTRACT AMOUNT:**

**Total Amount:**        *Estimated \$40,000 / Year (based upon estimated usage and employee count), Contract Ends 3/25/2028*

**BUDGET INFORMATION:**

**Anticipated in Current Budget:** Yes   ✓   No               NA         
**Funding Account Number:** 25000.XX.0000 /various departments

**JUSTIFICATION:**

*The Authority awarded a contract to Unifirst Corporation (Contract #SC-21-1084) for uniform rental services for Airfield, Vehicle, Glycol, Building, Parking Maintenance and Million Air (FBO) on 7/1/2021. Unifirst was the only proposer of this RFP. The current term of this contract expires March 2026; and contains a one year extension option beyond that. Since our contract was issued, Unifirst has been awarded a cooperative purchasing agreement under Sourcewell. This Sourcewell contract pricing offers a cost savings for our uniform rental services compared to our current agreement with them.*

*With the recent change of our Airport Logo, there will be an expense for changing out the current uniforms used by our Maintenance Departments and Operations Department. Unifirst has offered to waive the charge for new uniforms with the approval of the Sourcewell contract that extends services till that agreement expires on 3/25/2028.*

**CHIEF EXECUTIVE OFFICER'S RECOMMENDATION:**

*Recommend approval.*

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

*A standard purchase order will be issued annually.*

AGENDA ITEM NO: 10.2  
MEETING DATE: July 14, 2025

**PROCUREMENT DEPARTMENT APPROVAL:**

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

**BACK-UP MATERIAL:**

*Sourcewell Contract with Unifirst Corporation. Price comparison and offer from Unifirst.*

## Scott Potter

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**From:** Scott Potter  
**Sent:** Wednesday, June 25, 2025 3:14 PM  
**To:** Bobbi Matthews  
**Subject:** Source Well agreement

Bobbi,

If the agreement is signed under the new Source Well pricing agreement the contract date will extend until 03/25/2028, with the new cost savings provided.

The Albany Int'l Airport will also not have to pay for the cost incurred of changing over to the new logos.

## Scott J. Potter

Market Service Manager

UniFirst Corporation  
157 Troy Schenectady Road  
Watervliet, NY 12189  
518.274.9135  
[scott\\_potter@Unifirst.com](mailto:scott_potter@Unifirst.com)

# UniFirst





**Solicitation Number: RFP #011124**

**CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and UniFirst Corporation, 68 Jonspin Road, Wilmington, MA 01887 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Uniforms with Related Products and Services from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

**1. TERM OF CONTRACT**

A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.

**EXPIRATION DATE AND EXTENSION.** This Contract expires March 25, 2028, unless it is cancelled sooner pursuant to Article 22. This Contract allows up to three additional one-year extensions upon the request of Sourcewell and written agreement by Supplier. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

B. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

## **2. EQUIPMENT, PRODUCTS, OR SERVICES**

**A. EQUIPMENT, PRODUCTS, OR SERVICES.** Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All purchased Equipment and Products provided under this Contract must be new and the current model. All rented Products provided under this Contract will be new at the time each site is initially installed into service. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

**B. WARRANTY.** Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and when new and prior to use are free from defects in design, materials, and workmanship. All Products will be processed, mended, and finished in accordance with the generally accepted standards of the textile rental industry Supplier makes no other representations, warranties, or conditions, express or implied by law, statutory or otherwise, including, without limitation, the design or condition of the Products, their merchantability or their fitness, capacity or durability for any particular use. To the extent assignable, any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

**C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcwell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcwell receives the most current information.

## **3. PRICING**

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

**A. SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

**B. SALES TAX.** Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

**C. HOT LIST PRICING.** At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

#### **4. PRODUCT AND PRICING CHANGE REQUESTS**

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This

approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

#### **5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS**

**A. PARTICIPATION.** Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

**B. PUBLIC FACILITIES.** Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

## **6. PARTICIPATING ENTITY USE AND PURCHASING**

**A. ORDERS AND PAYMENT.** To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

**B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

**C. SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

**D. TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

**E. GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

## **7. CUSTOMER SERVICE**

**A. PRIMARY ACCOUNT REPRESENTATIVE.** Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

**B. BUSINESS REVIEWS.** Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

## **8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT**

**A. CONTRACT SALES ACTIVITY REPORT.** Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

**B. ADMINISTRATIVE FEE.** In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

#### **9. AUTHORIZED REPRESENTATIVE**

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

#### **10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE**

**A. AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

**B. ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

#### **11. INDEMNITY AND HOLD HARMLESS**

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any negligent act or omission in the performance of this Contract by the Supplier or its agents or employees.. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

#### **12. GOVERNMENT DATA PRACTICES**

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

#### **13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT**

##### **A. INTELLECTUAL PROPERTY**

1. *Grant of License.* During the term of this Contract:

a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.

b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.

2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

**B. PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

**C. MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

**D. ENDORSEMENT.** The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

#### 14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

#### 15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

#### 16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

#### 17. PERFORMANCE, DEFAULT, AND REMEDIES

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

## **18. INSURANCE**

**A. REQUIREMENTS.** At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

**1. *Workers' Compensation and Employer's Liability.***

**Workers' Compensation:** As required by any applicable law or regulation.

**Employer's Liability Insurance:** must be provided in amounts not less than listed below:

**Minimum limits:**

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

**2. *Commercial General Liability Insurance.*** Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

**Minimum Limits:**

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for products liability-completed operations

\$2,000,000 general aggregate

**3. *Commercial Automobile Liability Insurance.*** During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance.* During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Network Security and Privacy Liability Insurance.* During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. **CERTIFICATES OF INSURANCE.** Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. **ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE.** Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is

primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

## **19. COMPLIANCE**

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

## **20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION**

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

## **21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS**

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.** If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. **CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387).** Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. **DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689).** A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. § 180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared

ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. **BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352).** Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. **RECORD RETENTION REQUIREMENTS.** To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. **ENERGY POLICY AND CONSERVATION ACT COMPLIANCE.** To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. **BUY AMERICAN PROVISIONS COMPLIANCE.** To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. **ACCESS TO RECORDS (2 C.F.R. § 200.336).** Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. **PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322).** A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in

guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

**M. FEDERAL SEAL(S), LOGOS, AND FLAGS.** The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

**N. NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

**O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

**P. FEDERAL DEBT.** The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

**Q. CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

**R. U.S. EXECUTIVE ORDER 13224.** The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

**S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.** To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

**22. CANCELLATION**

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

UniFirst Corporation

DocuSigned by:  
By: Jeremy Schwartz  
C0FD2A139D06489...

Jeremy Schwartz  
Title: Chief Procurement Officer

Date: 6/11/2024 | 1:43 PM CDT

DocuSigned by:  
By: David M. Katz  
C1504886F1CF420...

David M. Katz  
Title: Executive Vice President

Date: 6/11/2024 | 9:11 AM CDT

# RFP 011124 - Uniforms with Related Products and Services

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## Vendor Details

Company Name: UniFirst Corporation  
Address: 68 Jonspin Rd  
Wilmington, MA 01887  
Contact: Jesse Daggett  
Email: jesse\_daggett@unifirst.com  
Phone: 903-279-1442  
HST#:

## Submission Details

Created On: Friday November 17, 2023 08:21:21  
Submitted On: Thursday January 11, 2024 08:31:57  
Submitted By: Robert Crossley  
Email: Robert\_Crossley@unifirst.com  
Transaction #: 91878458-cae2-4a2d-94e9-481c95f372ea  
Submitter's IP Address: 207.126.196.16

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## Specifications

**Table 1: Proposer Identity & Authorized Representatives**

**General Instructions** (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	UniFirst Corporation
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	<p>Parent UniFirst Corporation 68 Jonspin Rd Wilmington, MA 01887 (800) 347-7888 Provides uniforms and work apparel to customers throughout the U.S. and Canada primarily through managed purchase and rental programs. It also provides various facility services products, such as floor mats, mops, wiping towels, and restroom products.</p> <p><b>Manufacturing</b> UniFirst Corporation Manufacturing Damian Carmona No 5 Ebano, San Luis, Mexico 79100</p> <p>UniFirst Corporation Manufacturing Calle Antiguo Libramineto S/N Col. Altavista CD Valles, San Luis Potosi, Mexico 79050</p> <p>Cardenas-Mexico Ave Municip Libre Esquina Con Higinio Olivo S/N Cardenas, SL CP 79380</p> <p>UniFirst Nicaragua S.A. Km 47 Carretera Tipitapa A Masaya Zona Franca Astro Nicaragua Nave #23 Managua, Nicaragua, NI</p> <p>Cave City Mat Manufacturing 1 UniFirst Drive Cave City, AR 72521</p> <p><b>Distribution</b> Owensboro Distribution Center 2801 UniFirst Drive Owensboro, KY 42301</p> <p>Mississauga Distribution Center 5250 Orbitor Drive Mississauga, Ontario, L6W 5G7</p> <p><b>Subsidiaries:</b> UniFirst Canada, Limited 5250 Orbitor Drive Mississauga, Ontario L4W 5G7 A separate operating unit, UniFirst Canada Ltd. manages all the Canadian Direct Sale programs for Canadian customers from their Head Office and main Distribution Centre located in Mississauga, Ontario. Rental laundry facilities are located across Canada in Montreal, Quebec City, Toronto, London, Ottawa, Pickering, Lethbridge, Calgary, Edmonton, Saskatoon and Vancouver. More than two-thirds of Canada's population can be served from these facilities.</p> <p>UniTech</p>

		<p>P.O. Box 51957 295 Parker Street Springfield, MA 01151</p> <p>The leading supplier of high-tech laundry and protective clothing programs to the nuclear industry. For more than 40 years, a network of strategically located facilities and a fleet of dedicated delivery vehicles and mobile units (laundry, metal decon, and respirator) have provided radiological laundry and protective wear services to nuclear facilities around the world.</p> <p>UniFirst First Aid &amp; Safety 4159 Shoreline Drive St. Louis, MO 63045 (314) 344-1100</p> <p>Provides companies like yours with high quality first aid cabinets, supplies and specialty kits to enable greater worker safety and full OSHA compliance. With UniFirst First Aid + Safety's combination of products, training and service, your work force will be healthier, more productive and stay on-the-job longer.</p> <p>UniClean 8 Industrial Park Drive Nashua, NH 03062</p>
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	<p>UniFirst Corporation</p> <p>Manufacturing UniFirst Corporation Manufacturing UniFirst Nicaragua S.A.</p> <p>Cave City Mat Manufacturing UniFirst Canada, Limited UniTech UniFirst First-Aid Corporation UniClean</p>
4	Provide your CAGE code or Unique Entity Identifier (SAM):	0ZSG7
5	Proposer Physical Address:	<p>UniFirst Corporation 68 Jonspin Road Wilmington, MA 01887</p>
6	Proposer website address (or addresses):	<a href="https://unifirst.com/">https://unifirst.com/</a>
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	<p>David M. Katz Executive Vice President Sales &amp; Marketing</p> <p>UniFirst Corporation 68 Jonspin Road Wilmington, MA 01887 Office: 978.658.8888, ext. 4060 Mobile: 978.404.6647</p>
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	<p>Marcos Branch National Account Executive</p> <p>UniFirst Corporation 6928 Commerce Avenue El Paso, TX 79915 Cell: 480.516.3996 Marcos_Branch@UniFirst.com</p>

9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	<p>Rick Shaw                  Director – National Account Services                  UniFirst Corporation                  68 Jonspin Road                  Wilmington, MA 01887                  Office: 888-256-5255 ext. 8364                  Cell: 360-852-4647                  Richard_Shaw@UniFirst.com</p> <p>Brian Dorris                  Apparel Program Sales Executive                  UniFirst Corporation                  9951 Inkster Rd.                  Taylor, MI 48174                  248.786.9703                  Brian_Dorris@UniFirst.com</p> <p>Scott A. Radvin                  National Account Manager                  Corporate Trainer                  UniFirst First Aid + Safety                  3499 Rider Trail South                  Earth City, MO 63045                  239.287.7312                  Scott_Radvin@unifirst.com  <a href="https://unifirstfirstaidandsafety.com/">https://unifirstfirstaidandsafety.com/</a>  <a href="https://www.sgworldusa.com/pages/unifirst">https://www.sgworldusa.com/pages/unifirst</a></p>
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**Table 2: Company Information and Financial Strength**

Line Item	Question	Response *
10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p><b>History</b>                  From our modest beginnings in an eight-stall garage in Boston in 1936, UniFirst Corporation has become an industry leader and remains one of the fastest growing companies in the \$39 billion Uniform and Textile Services business.</p> <p><b>Core values</b>                  Our Founder, Aldo Croatti, was the Visionary who made UniFirst the industry leader it is today. His core values in business were the building blocks of our company and remain the foundation of our Corporate culture today. They are:                  CUSTOMER FOCUS                  RESPECT FOR OTHERS                  COMMITMENT TO QUALITY</p> <p><b>Philosophy</b>                  Our mission "To Serve The People Who Do The Hard Work; Helping them succeed and deliver for what gives their lives meaning," is a powerful commitment to taking care of our customers and our Team Partners which has always been core to our culture at UniFirst. It became clearer than ever during the pandemic that our hardworking customers make up the essential workforce in our country that is critical to supporting our communities and the economy. They are making and serving food, supporting our energy infrastructure, taking care of us when we are sick, manufacturing essential products, and much, much more. IWe certainly include our own Team Partners as part of that essential group of hardworking people as well.</p> <p>We are committed to conducting our business in a fair, honest, and responsible manner in accordance with all environmental and government regulations and with the highest standards of business ethics.</p> <p>As we enter our ninth tenth decade of service to North American business, all of us at UniFirst are working hard to ensure our company's continued leadership in the 21st. century. All of our ongoing investments and efforts are focused on accomplishing one thing, which is our number-one long-term goal: to become universally recognized as the best service provider in our industry.</p> <p>We recognize that staying on top depends on the level and quality of our service, and we realize that if we are to excel, we must be seen as exceptional by every customer we serve. Each UniFirst employee-partner understands this and it's their commitment and effort that will be the driving force behind our success.</p> <p>Listening to our customers and prospective customers is a continuing priority.</p>

**Related Longevity**

UniFirst has been in business providing uniform services for 87 years. As the only public company within its industry to grow revenues every year since 1936, including each of the recent recessionary years, UniFirst may have just such a "secret formula." UniFirst supplies and services uniforms that are "job-fitted work clothes" tailored to the needs of companies throughout the U.S. and Canada.

UniFirst's overall Customer retention rate for the past 3 years is over 97%. Over the past 10 years our annual percentage of controllable lost accounts has remained under 5% and our contract renewal rate has actually increased year-to-year. We've dedicated ourselves to achieving it and as a result are widely recognized as being the premium service provider in the industry. With industry averages approaching 90%, we believe we are setting the pace for business retention in the industry as the Premium Supplier. Our "Customers for Life" programs and overall business philosophy is a key differentiation between UniFirst and its competitors.

**Products****Standard Work-wear:**

From factory coveralls to lab coats, to foodservice smocks – UniFirst's Industrial Wear line offers apparel for workers in virtually every occupation. Beyond a complete selection of primary garments, cover-ups, and outerwear, UniFirst also provides accessory items like gloves, hats, footwear, and protective gear – making "head-to-toe" outfitting more than just a marketing slogan. Most of the line's apparel items boast our Industrial Laundry Safe seal, meaning they are ideally constructed to hold up to UniFirst's rigorous industrial laundry process.

Compared to home laundering, we use stronger detergents, longer agitation cycles, and higher temperatures to get even hard-use clothing their cleanest. UniFirst currently self-manufactures 607% of its overall industrial garment needs.

**Flame Resistant Apparel:**

Wherever business is hot (literally), UniFirst is on the job. Our Flame-Resistant (FR) apparel offers important secondary protection from flash fire, electric arcs, and other potentially hazardous flame conditions. Our FR garments look and feel comfortable but offer great durability and the added protection of flame-resistance. UniFirst currently self-manufactures over half of its overall FR needs. UniFirst also carries Flame Resistant FR Apparel specific for the foodservice industry – Samples are available.

**Hi Visibility Garments:**

For those whose jobs place them in potentially hazardous traffic environments, UniFirst offers the latest HIGHVISIBILITY WORKWEAR SOLUTIONS. Our ANSI compliant Hi-Vis garments make workers visible to drivers at much greater distances than simple enhanced visibility wear. And workers who are more easily seen by motorists and oncoming traffic are safer and happier on the job.

**Corporate Casual Attire:**

All across North America, the casual dress trend has taken hold. But the need for professional polish remains as strong as ever. UniFirst responds with Corporate Casual attire that allows employees to "dress down" while maintaining a decidedly business-like look. Our growing Corporate Casual line includes hundreds of items, all available with our own embroidered or screen-printed personalization. In this and other product categories, UniFirst offers the industry's fastest new installation and replenishment service available, thanks largely to our ISO 9001:2015 registered, 320,000 sq. ft. Owensboro, KY Central Distribution Facility, the only such facility in the industrial rental garment business.

**Floorcare and Dust Control Services:**

Creating a safe, attractive workplace is a process that begins from the ground up. It's no wonder, then, that UniFirst's floorcare products are underfoot in offices and factories from coast-to-coast. Through our rental programs, we regularly clean and rotate items, saving businesses significant maintenance time and expense. Supplying walk-off and logo mats; scraper and anti-fatigue mats; wet and dry mops; as well as various wiping products, UniFirst keeps workplaces clean and inviting, while protecting employees and your Members alike.

UniFirst self-manufactures over 97% of its total floorcare needs (mats and dust mops) from its Arkansas manufacturing facility so that we provide customers with an even greater level of color selection, and overall value than was previously available.

In business, quality and image are around-the-clock imperatives, often extending beyond work apparel. Restroom Services from UniFirst benefits both a company's employees and its Customers. Products such as hand soaps, sanitizers, air fresheners, disposable towels and tissue, as well as required dispensers, address health and sanitary concerns, while conveying a focus on cleanliness that speaks of a total commitment to quality.

		<p><b>Services</b>                  When you participate in a full-service UniFirst uniform program, up-front clothing investments are eliminated. We outfit employees in the clothing of your choice, provide weekly cleaning, garment maintenance, and issue replacements as necessary. We handle all the program administration for your employee uniforms and services, eliminating the worries and headaches. And it's all for one low weekly charge per employee (or per product).</p> <p><b>Rent, lease, or buy work uniforms</b>                  Sourcewell's Members can assume as little or as much responsibility as they wish for their overall uniform program by electing to rent, lease, or buy. With the proper care and ongoing maintenance, Members can be assured their UniFirst workwear (and facility service) products are always in top shape.</p> <p>Work Uniform Rental includes program administration, laundering, delivery, repairs, replacements, and more.</p> <p>UniFirst full-service uniform rental programs include:                  When you participate in a full-service UniFirst uniform program, up-front clothing investments are eliminated. We outfit employees in the clothing of your Member's choice, provide weekly cleaning, garment maintenance, and issue replacements as necessary. We handle all the program administration for your Member's employee uniforms and services, eliminating the worries and headaches. And it's all for one low weekly charge per employee (or per product).</p> <p><b>How our rental programs work</b>                  More than 270 UniFirst service centers throughout the U.S. and Canada provide a total uniform and Facility Service package. With a full-service rental program, you get:</p> <ul style="list-style-type: none"> <li>• Professional on-site needs analysis</li> <li>• More than 40,000 in-stock product SKUs to choose from</li> <li>• Measurement/fitting of each wearer conducted at your location(s)</li> <li>• Specified number of garments for each individual</li> <li>• Professional laundering and finishing</li> <li>• Regularly scheduled uniform deliveries and product replenishment</li> <li>• Inspection of all work clothing for rips, flaws, missing buttons, etc.</li> <li>• Automatic garment repairs</li> <li>• Automatic replacement of overly worn or damaged garments</li> <li>• Inventory control with itemization by employee (or product)</li> <li>• Quick outfitting of new employees</li> <li>• Full program management</li> </ul> <p><b>Triple Pro Service</b>                  You will get three dedicated UniFirst professionals working on your account at all times. There's a dependable Route Service Representative who'll keep your program running smoothly day- in and day- out, a Service Manager whose primary responsibility is to see that you're getting everything you need when you need it, and a helpful local Customer Service Representative who's always ready to provide immediate assistance. Through the efforts of this hard-working team, we guarantee 24-hour response to any problem, question, or request.</p> <p>Every delivery day your Route Representative will check with you to see if there are any new employees to be added to the program. If there are, these additional people will be documented on the invoice. If you don't want to wait until your next delivery day, call your local UniFirst office and ask to speak with the Customer Service Rep. The Route Representative will size all new employees (or you can give their sizes over the phone) and uniforms will be ordered within 24 hours. You can expect stock garments in standard sizes to arrive on the next delivery day. Non-stock garments or non-standard sizes will take a little longer.</p> <p>For rental uniforms UniFirst does not measure your employees. Rather, we have your employees actually try on the garments, as we have found that this process better ensures proper fit. We have also found that lists, prepared in advance, that detail the employees to be sized, at a given sizing session, and the type and number of garments that each employee is entitled to receive, greatly assists the sizing process.</p>
11	What are your company's expectations in the event of an award?	In the years UniFirst has held the contract for uniforms, we've grown Sourcewell (formerly NJPA), to be our largest National Account Preferred Vendor program with annual revenues exceeding \$10M. In the event we're able to re-secure Sourcewell's uniform contract we are confident our program will, at a minimum, double over the course of the contract if not grow 2.5-3X based on our experience, ongoing sales efforts, management and rep awareness of the program and all the marketing and educating of Sourcewell members and/or prospective members these past years.

12	<p>Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.</p>	<p>UniFirst has been in business providing uniform services for 87 years. As the only public company within its industry to grow revenues every year since 1936, including each of the recent recessionary years, UniFirst may have just such a "secret formula." UniFirst supplies and services uniforms that are "job-fitted work clothes" tailored to the needs of companies throughout the U.S. and Canada.</p> <p><b>Strong Financial History</b>      Long history of consistent growth, including during recession      Stable, contractual revenues in the core laundry business      Strong cash flows      UniFirst is debt free, our Debt Free/Cash Rich balance sheet position, allows us to commit to our industry leading product/facility reinvestment. That reinvestment will allow your members to enjoy the best-in-class service from the Premium Supplier in the industry for the life of the Sourcewell Uniform Program partnership . . . UniFirst had no long-term debt outstanding as of August 26, 2023. UniFirst has cash, cash equivalents and short-term investments totaled \$89.6 million as of August 26, 2023. . . and is essentially debt-free for over 10 years.      As the only public company within its industry to grow revenues every year since 1936, including each of the recent recessionary years, UniFirst may have just such a "secret formula." UniFirst is debt free, our balance sheet position allows us to commit to our industry leading product/facility reinvestment. That reinvestment will allow you to enjoy the best-in-class service from the Premium Supplier in the industry for the life of the facility service partnership.      FY 2023 Revenues: \$2.233 Billion . . . an increase of 11.6% over previous FY. Please see the attached "UniFirst Quarterly Report or the quarterly period ended November 25, 2023."</p>
13	<p>What is your US market share for the solutions that you are proposing?</p>	<p>16%</p>
14	<p>What is your Canadian market share for the solutions that you are proposing?</p>	<p>17%</p>
15	<p>Has your business ever petitioned for bankruptcy protection? If so, explain in detail.</p>	<p>No</p>
16	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.      a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?      b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	<p>During the fiscal year ended August 26, 2023 ("fiscal 2023"), we manufactured approximately 60% of the garments we placed in service. These were primarily work pants and shirts manufactured at three of our plants located in San Luis Potosi, Mexico, one plant located in Managua, Nicaragua, as well as at subcontract manufacturers that we utilize within our sourcing strategy to balance demand and optimize costs. Because we design and manufacture a majority of our own uniforms and protective clothes, we can produce custom garment programs for our larger customers, offer a diverse range of such designs within our standard line of garments and better control the quality, price and speed at which we service such garments.</p> <p>Headquartered in Wilmington, Massachusetts, we are a North American leader in the supply and servicing of uniform and workwear programs, as well as the delivery of facility service programs. Together with our subsidiaries, we also provide first aid and safety products, and manage specialized garment programs for the cleanroom and nuclear industries. We manufacture our own branded workwear, protective clothing, and floorcare products, as well as offer products from industry leading suppliers; and with 270 service locations, over 300,000 customer locations, and approximately 16,000 employee Team Partners, we outfit more than 2 million workers each business day.</p>

<p>17</p>	<p>If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.</p>	<p>UniFirst is in good standing in the state of its incorporation, is qualified to do business in each state in which it proposes to provide products and/or services and has all licenses and permits necessary or required to provide such products and/or services.</p> <p>UniFirst operates the largest network of ISO 9001:2015 Certified laundry facilities in the world. It has manufacturing facilities, and its primary distribution center is ISO 9001:2015 Certified. This process includes the creation of detailed training and communication programs for all team partners on maintaining appropriate procedures for quality and service controls.</p> <p>UniFirst maintains a state-of-the-art distribution center in Owensboro, Kentucky and three ISO 9001-2015 Certified garment manufacturing facilities in Mexico and also a manufacturing facility in Nicaragua. In-house manufacturing, producing millions of garments annually, provides a unique level of vertical integration that not only lowers the cost of uniforms we offer through our uniform programs, but also permits the creation of custom-designed garments for image-conscious companies. The latter often affords UniFirst a distinct competitive advantage.</p> <p>UniFirst belongs to the following Associations:</p> <p><b>Food Service</b>          Grocery Manufacturers/Food Products Association          American Association of Meat Processors          International HACCP Alliance.</p> <p><b>Environmental</b>          Uniform and Textile Service Association (UTSA)          Textile Rental Services Association (TRSA)          Laundry Environment Stewardship Program (LaundryESP®)          U.S. Green Building Council (USGBC)          Canada Green Building Council (CaGBC).          Energy Star and Green Lights® Business Partner          Green SeaTM certified.          Eco-LogoM certified.</p> <p><b>Healthcare</b>          AORN (Association of Operating Room Nurses)          APIC (Association for Professionals in Infection Control and Epidemiology)          ASHES (American Society for Healthcare Environmental Services)          NADONA (National Association Directors of Nursing Administration)          NFSI (National Floor Safety Institute),</p> <p>We also offer food industries specialized uniform programs that are consistent with the guidelines of Hazard Analysis Critical Control Point (HACCP) and the Global Food Safety Initiative (GFSI).</p>
<p>18</p>	<p>Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.</p>	<p>We manufacture our own branded workwear, protective clothing, and floorcare products, as well as offer products from industry leading suppliers; and with 270 service locations, over 300,000 customer locations, and approximately 16,000 employee Team Partners, we outfit more than 2 million workers each business day.</p> <p>As such, to the best of our knowledge and belief, and without any duty of investigation, we have no knowledge, in the last 10 years of any suspension or debarment proceedings that apply to UniFirst as defined under 48 CFR Chapter 1 - Federal Acquisition Regulation.</p>

**Table 3: Industry Recognition & Marketplace Success**

Line Item	Question	Response *
<p>19</p>	<p>Describe any relevant industry awards or recognition that your company has received in the past five years</p>	<p>Our Company continues to be honored by communities throughout North America for our environmental efforts. Utilities in Missouri and Texas, for example, presented UniFirst with "gold" awards for water safety and environmental-friendly treatment processes; other sanitation districts from Virginia to Kansas have also presented UniFirst with "Green" awards for the care we take in protecting local environmental resources.</p> <p>We have even been recognized for our environmental efforts within the specialized field of laundering and decontaminating apparel for the nuclear power industry. Exelon Corporation, one of the nation's largest nuclear power providers, presented our company with its Environmental Leadership Award, citing our "lengthy record of (processes and) services that are environmentally responsible, safe, and of superior quality." These are just a few of the many types of awards and recognitions we</p>

receive every year.

UniFirst has secured the No. 9 spot on Apparel magazine's "Top 50" apparel companies list. This is the 13th consecutive year that Apparel magazine ranked UniFirst as one of America's top 50 apparel companies, and the second time the company has appeared in the top 10. To be eligible for the Apparel listing, public companies had to record at least \$100 million in annual sales; rankings were based on overall performance and financial management. UniFirst appears in the top 10 alongside some of America's most popular clothing companies including Nike, Canadian Goose, and lululemon athletica.

UniFirst has, once again, been named to Selling Power's list of "50 Best Companies to Sell For." We've been a mainstay on Selling Power's list for nearly two decades and this is a testament to our world-class sales team and the customer-driven sales culture we've built here. For 2023, our ranking moved up to 22.

Wilmington, Mass. (November 2022) – UniFirst Corporation (NYSE:UNF), a North American leader in providing customized business uniform programs, facility service products, and first aid and safety services, received the 'Content Management Master' award at the annual Seismic Shift Customer Conference, held last week in San Diego, CA. The award demonstrates UniFirst's success in leveraging the Seismic sales enablement platform to create a content-rich environment that sales teams can use to provide customers and prospects with the information they need to make informed buying decisions.

Wilmington, Mass. (January 2022) – UniFirst was named a silver winner in the 11th annual Best in Biz Awards in the Corporate Social Responsibility (CSR) Program of the Year category. Best in Biz Awards is an independent business awards program judged annually by prominent editors and reporters from top-tier publications in North America. 2021 marked a year that drew intense competition from more than 700 entries from public and private companies of all sizes and spanning all geographic regions and industries in the U.S. and Canada.

This year's judges were particularly focused on the winning companies' resilience and adaptability that allowed them to manage within and to overcome the COVID-19 pandemic-related challenges of the past 20-plus months for the betterment of the communities in which they serve while attaining annual business goals. Companies were also judged on levels of dedication to their customers and targeted efforts made to maintain and deepen their commitments to communities and the environment during these tough times.

UniFirst was named this year's silver winner based on the company's swift and compassionate response to the COVID-19 pandemic to support its employee team partners, customers, and local communities to help keep businesses up and running. Among the many purpose-driven efforts included the company's involvement with local Chambers of Commerce throughout North America to help facilitate UniFirst donations of significant supplies of face masks, hand sanitizer, and other PPE where they were needed most. This included a sizable donation made to The Greater Boston Food Bank consisting of 500,000 disposable masks, nearly 200,000 reusable face masks, and over 120,000 bottles of hand sanitizer. GBFB's then shared these items across 600 food distribution partners in 190 cities and towns.

Wilmington, Mass. (October 2021) – UniFirst was awarded two separate Community Service Awards by the Textile Rental Services Association (TRSA), an international organization representing linen, uniform, and facility services companies.

The TRSA Community Service Awards recognize Operators and Associates whose volunteer projects make significant contributions to their local communities. UniFirst earned one award in recognition of "company efforts," while the other accolade recognized "employee/staff contributions."

UniFirst Corporation and its employee Team Partners have a history of mobilizing precisely when they're needed most in the communities in which they live and serve. This was especially evident throughout the COVID-19 pandemic. In 2021 alone, UniFirst donated significant supplies of facemasks, hand sanitizer bottles, and personal protective equipment (PPE) to communities and essential workers throughout the U.S. and Canada, including donations of over a million dollars-worth of safety supplies to The Greater Boston Foodbank.

UniFirst's Corporate Social Responsibility (CSR) efforts have been instrumental in not only inciting additional local-level support from UniFirst employee Team Partners, but also bringing to light important overarching social and environmental issues that inspire the company's corporate executives to do even more.

		<p>The TRSA supports the linen, uniform, and facility services industry by building and promoting a stronger, safer, and more environmentally conscious community through advocacy, education, certification, research, benchmarking, and information-sharing.</p> <p>For more information about UniFirst's community service efforts, please visit <a href="http://CSR.UniFirst.com">CSR.UniFirst.com</a>.</p> <p>Top 5, A+ ranking on list of "America's Most Trustworthy Public Companies" (TGF Analytics).</p> <p>Forbes' Platinum 400 List "Best Big Companies in America."</p> <p>Forbes Magazine Names UniFirst Corporation to its 2019 America's Best Employers List. UniFirst has been selected as one of "America's Best Large Employers" for 2019. The list ranks the top 500 employers across 25 different industries in the United States...</p> <p>Glassdoor's "25 Best Companies for Career Opportunities" list.</p> <p>UniFirst Ranked by Newsweek as One of "America's Best Customer Service Providers 2020."</p> <p>UniFirst has been included on Barron's second annual list of the 100 Most Sustainable Companies in the United States...</p> <p>Boston Globe's "Top 100 Performing Companies" list. All companies on the list are judged by their increased sales, profits, and return on shareholder's equity. Capital IQ, a Standard &amp; Poor's business, provided the analytics for this year's Globe 100 using Securities and Exchange Commission filings and corporate reports.</p> <p>UniFirst was once again recognized for its commitment to diversity from two different organizations—2020 Women on Boards and the TRSA (Textile Rental Services Association).</p> <p>UniFirst has won a 2019 APEX Award of Excellence for the design and implementation of the company's recent President's Club promotional mail campaign.</p> <p>This is the second consecutive APEX award that UniFirst has earned for their marketing communications programs—last year having won an award for the cover design of the company's Uniform Rental Catalog. This year's winning entry focused on UniFirst's President's Club, a prestigious designation that recognizes and rewards top salespeople for achieving challenging year-long sales goals.</p> <p>UniFirst has won a Bronze Stevie® Award for its LEAP (Leadership, Education, and Performance) management development program in a new category for 2019—Sales Recruitment Initiative of the Year...</p>
20	What percentage of your sales are to the governmental sector in the past three years	<p>Government sector sales falls under "Other" (16%), which includes:</p> <ul style="list-style-type: none"> <li>• Oil and Gas Extraction,</li> <li>• Government, Retail,</li> <li>• Other Industries</li> </ul>
21	What percentage of your sales are to the education sector in the past three years	<p>The Education sector sales (15%), falls under "General Services," which includes:</p> <ul style="list-style-type: none"> <li>• Business Services</li> <li>• Health and Educational Services</li> </ul>
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	<p>UniFirst is an approved contracted supplier for these and other Group Purchasing Organizations (GPOs):</p> <ul style="list-style-type: none"> <li>Amerinet</li> <li>Champs Group Purchasing</li> <li>MedAssets</li> <li>Premier</li> </ul> <p>Sales volumes are confidential.</p>
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	<p>UniFirst does not have any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that we hold.</p>

**Table 4: References/Testimonials**

**Line Item 24.** Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *
We are reluctant to provide names.	and contact information n what may become a public document	i 480.516.3996,
Out of respect for our Customer's valuable time, and the effort they expend in serving as references, we refrain from publishing their contact information until you have committed to calling them.	We will be happy to disclose their names and contacts to you when we move to the next stage of this process.	480.516.3996,
Marcos Branch, your National Account Executive: Cell: 480.516.3996, will notify the references and tell them to expect a call from the person you select.	We know you will appreciate this policy should you become a referenceable account.	480.516.3996,

**Table 5: Top Five Government or Education Customers**

**Line Item 25.** Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *
TBP	Government	Virginia - VA	Uniform/Facility Services Rental	\$1,905 (Average weekly invoice)	\$297,201
TBP	Non-Profit	Washington - WA	Uniform/Facility Services Rental	\$1,874 (Average weekly invoice)	\$292,288
TBP	Government	Virginia - VA	Uniform/Facility Services Rental	\$1,650 (Average weekly invoice)	\$257,451
TBP	Government	North Carolina - NC	Uniform/Facility Services Rental	\$678 (Average weekly invoice)	\$105,710
TBP	Education	California - CA	Uniform/Facility Services Rental	\$672 (Average weekly invoice)	\$104,836

**Table 6: Ability to Sell and Deliver Service**

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *
26	Sales force.	Direct employees across the US and Canada for Sales = 1288, and for Route Service Team partners that overlap with delivery and Route Sales = 2542

27	Dealer network or other distribution methods.	<p>We manufactured approximately 60% of all garments we placed in service during fiscal 2023. These garments were primarily work pants and shirts manufactured at three of our plants located in San Luis Potosi, Mexico, one plant located in Managua, Nicaragua, as well as at subcontracted manufacturers that we utilize within our sourcing strategy to balance demand and optimize costs. The balance of the garments used in our programs are purchased from a variety of industry suppliers. While we currently acquire the raw materials with which we produce our garments from a limited number of suppliers, we believe that such materials are generally readily available from other sources. To date, we have experienced limited difficulty in obtaining any of our raw materials or supplies although at certain times, we have sourced raw materials or supplies from alternative sources or experienced costs increases for such raw materials and supplies. Currently, we also manufacture approximately 99% of the mats we place in service at our plant in Cave City, Arkansas.</p> <p>We manufactured approximately 67% of all garments which we placed in service during fiscal 2019. These garments were primarily work pants and shirts manufactured at three of our plants located in San Luis Potosi, Mexico, one plant located in Managua, Nicaragua, as well as at subcontract manufacturers that we utilize to supplement our manufacturing capacity in periods of high demand. The balance of the garments used in our programs are purchased from a variety of industry suppliers. Currently, we also manufacture approximately 97% of the mats we place in service at our plant in Cave City, Arkansas.</p> <p>We note that our three apparel manufacturing plants in Cardenas, Valles and Ebano, Mexico have been awarded ISO 9001:2015 certification by Perry Johnson Registrars, an internationally recognized certifying authority. This ensures that the garments and emblems we design are produced with better quality, greater economy, and shorter response times to our customers.</p> <p>This ISO 9001:2015 certification speaks volumes about our commitment to quality in general and in particular about the quality manufacturing management systems that UniFirst now has in place at these garment manufacturing facilities. The output of these plants is shipped directly to our ISO 9001:2015 certification Distribution Center in Owensboro, KY for subsequent utilization by our customer service centers located throughout North America. This state-of-the-art Owensboro Distribution Center has systems and processes that allow for the incredibly fast delivery of products to our customers.</p> <p>Fast, accurate delivery – UniFirst has invested over \$35 million in the state-of-the-art distribution center in Owensboro Kentucky, designed from the ground-up to support high-volume National Account service requirements. In-stock product can be picked, routed, inspected, packed and shipped within five (5) business days.</p> <p>UniFirst's centralized distribution center in Owensboro, KY is a state-of-the-art facility which improves shipping and labor costs and increases the service level we can provide Sourcewell.</p> <p>With regard to our delivery partners, our preferred freight provider is UPS. UniFirst and UPS have partnered to provide our customers with the fastest delivery timeframe in the industry. Our Distribution Center's strategic locations (90 minutes from UPS's largest U.S. sorting facility), allows for prompt processing at UPS distribution. Additionally, UPS and UniFirst have the UPS entire "first sort" completed by the time each trailer leaves the UniFirst distribution facility. All tracking information is stored with each order placed, and is available for review immediately after shipment.</p> <p>In-house manufacturing, producing millions of garments annually, provides a unique level of vertical integration that not only lowers the cost of uniforms the Company offers through Rental Programs, but also permits the creation of custom-designed garments for image-conscious companies. The latter often affords UniFirst a distinct competitive advantage.</p> <p>UniFirst has excellent geographic coverage for rental programs. We have extensive rental service operations. Our network of over 270 Locations, serve Customers in 44 US States &amp; the majority of Canada (not in HI, MT, ND, SD,WY and AK). For locations where we would not have coverage, we would use our best effort to subcontract to a local service provider.</p> <p>All services provided to all customers with operating locations within UniFirst's rental services area are provided exclusively by UniFirst personnel utilizing UniFirst owned or leased facilities and equipment. For locations that we do not currently service, we will use our best effort to subcontract to a local service provider. We serve over 300,000 customers throughout North America, putting nearly 2 million people in work apparel each business day.</p>
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28	Service force.	476 Service force
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	<p>Every delivery day your Member's Route Representative will check with you them to see if there are any new employees to be added to the program. If there are, these additional people will be documented on the invoice. If you they don't want to wait until your their next delivery day, they can call your the local UniFirst office and ask to speak with the Customer Service Rep. The Route Representative will size all new employees (or you they can give their sizes over the phone) and uniforms will be ordered within 24 hours. You They can expect stock garments in standard sizes to arrive on the next delivery day. Non-stock garments or non-standard sizes will take a little longer.</p> <p>For rental uniforms UniFirst does not measure your employees. Rather, we have your employees actually try on the garments, as we have found that this process better ensures proper fit. We have also found that lists, prepared in advance, that detail the employees to be sized, at a given sizing session, and the type and number of garments that each employee is entitled to receive, greatly assists the sizing process.</p>

<p>30</p>	<p>Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.</p>	<p>We believe that effective customer service is the most important element in developing and maintaining our market position. Our commitment to service excellence is reflected throughout our organization. Our route service representatives are the first line of continuing customer contact, who are supported by local customer service representatives, local service management staff and local operations management leaders, all of whom are focused on addressing the ongoing needs of customers, constantly delivering high-value service and pursuing total customer satisfaction. Our proprietary information systems and our support service center enables us to respond to customer inquiries or issues within 24 hours, and our service personnel are specially trained to handle the daily contact work necessary to effectively manage customer relations.</p> <p>We measure the speed and accuracy of our customer service efforts on a weekly basis and, through our "Customers for Life" program, we continuously survey, record and report satisfaction levels as a means of evaluating current performance and highlighting areas for improvement.</p> <p>UniFirst's business hours are 8:00 A.M. to 5:00 P.M. daily local time (holidays and weekends excluded).</p> <p>To ensure Sourcewell and its members will have direct access to National Accounts we will also customize internal communication tools for your Member's employees. An example of those communications would be a customized 800 phone hotline, email (example: (MEMBER)@unifirst.com) and customized posters on all sites so that local people know who to contact for assistance and how to contact them.</p> <p>Your members experience countless customer interactions every day, so it's important that all of their team members look their best. As your uniform and facility services provider it's our job to make that happen. To accomplish this, we take a team approach to servicing your accounts.</p> <p>Your local UniFirst service team consists of the following trained service professionals working on your Member's account all the time....</p> <p>*Route Representative . . . they keep the program running smoothly day in and day out. They are responsible for picking up dirty uniforms and delivering clean ones. There're also empowered to replace worn garments as needed, provide size exchanges and to handle any service issue on the spot. They are in short, the embodiment of UniFirst.</p> <p>*Service Manager . . . Their primary responsibility is to see to it your members are getting everything they need when they need it.</p> <p>*Customer Service Rep . . . available to provide immediate telephone assistance.</p> <p>In addition, this local team is aided by the National Account Service Team. Led by Sourcewell's dedicated Account Executive (Marcos Branch Marcos_Branch@UniFirst.com), this team is available in the event an issue needs extra attention, or your Member is not satisfied with our local response.</p> <p>Simply use the Service Hotline to communicate the issue. We will work with your Members and our local service team to ensure your Member's issue is resolved to their satisfaction, quickly and efficiently.</p> <p>UniFirst Contact Information:</p> <p>Local Service Team: Call the local phone number provided on the weekly invoice.          Account Executive: Marcos Branch (contact via Hotline)          Service Hotline: 877-382-4629 or membenamehotline@unifirst.com</p> <p>If the local service team does not resolve the issue in the time specified, please contact the national account department using the dedicated Hot Line phone number or email.</p>
<p>31</p>	<p>Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.</p>	<p>UniFirst Corporation is a North American leader in providing customized business uniform programs, facility service products, and first aid and safety services. We operate the largest network of ISO-9001 certified laundry facilities with more than 270 service locations throughout the U.S. and Canada.</p> <p>Specifically, within the US we are present in 44 states excluding HI, MT, ND, SD, WY, and AK.</p>

32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	<p>Rental laundry facilities are located across Canada in Montreal, Quebec City, Drummondville, Toronto, London, Ottawa, Scarborough, Fredericton, Lethbridge, Calgary, Edmonton, Reed Deer, Grand Prairie, Saskatoon, Regina, Taber, Medicine Hat, Vancouver, Kelowna, Barrie, Vaughn, Sussex, Dartmouth, and Fort McMurray.</p> <p>UniFirst looks forward to continuing and expanding upon our existing successful relationship with Sourcewell and across Canada.</p>
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	<p>Specifically, within the US we are present in 44 states excluding HI, MT, ND, SD, WY, and AK.</p> <p>More than 85% of Canada's population can be served from our Canadian facilities.</p>
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	<p>UniFirst will fully service all Sourcewell participating entity sectors that fall within our service territory. All services provided to all customers with operating locations within UniFirst's rental services area are provided exclusively by UniFirst personnel utilizing UniFirst owned or leased facilities and equipment. For locations that we do not currently service, we will use our best effort to subcontract to a local service provider.</p>
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	<p>For Hawaii and Alaska locations that we do not directly service, we subcontract to local service providers who currently service some of our existing National Account Customers who have other locations outside of these areas.</p> <p>Further discussions are required for participating entities who are solely located in either Hawaii or Alaska.</p> <p>Please note that due to the cost of doing business in Alaska and Hawaii, Subcontractors in these states may charge a minimum of two times the prices quoted above. We will do our best to find a Subcontractor that will honor the program pricing, however actual prices are a function of the product in the program and the Subcontractors local business practices. Any alternative pricing for Alaska and Hawaii will be submitted for your approval prior to subcontracting any of your sites to a third party.</p>

**Table 7: Marketing Plan**

Line Item	Question	Response *
36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>The goal of the UniFirst marketing program is to create a consistent understanding of our partnership both internally and externally. We leverage multiple channels for communication to get this message across in the most effective and relevant way possible. Our local team members are eager to expand on our existing successful national partnerships because they know how it leads to professional success.</p> <p>Our marketing material is simple and effective and speaks of the relevant concerns of your members and our local team's ability to successfully create partnerships. We are very dexterous in our ability communicate with your members and our local teams. It is the design of our marketing that ultimately creates that facilitates habits and behaviors that are conducive to success.</p> <p>We do this today and have been successfully promoting this opportunity. Please see the attached "Sourcewell sample welcome kit."</p>

37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>UniFirst manages and optimizes its comprehensive internet-based Search Engine Optimization (SEO) and Search Engine Marketing (SEM) prospecting program to maximize UniFirst brand exposure via the web, gain increased website traffic to UniFirst.com, collect more qualified sales leads, and increase closed sale dollars directly related to these efforts. Programs include trackable results, reporting, and analyses, as well as direct ROI information. UniFirst Digital Marketing programs are intended to improve quality and numbers of current sales leads and conversions to new rental sales via UniFirst.com contact forms and call-ins to MRD. The goal is to continually increase related revenues annually, primarily through more targeted efforts and campaigns performed by our Digital Marketing Specialists, increased AdWord-type spends to include target markets/keywords, Shopify pages, and social media advertising. But, over time, the biggest boost we expect will come with the integration of our Marketo/Call Tracking platform and Microsoft Dynamics. This provides additional ROI long-term via more accurate program tracking, as well as email marketing and other ongoing prospect "nurturing" opportunities, like ongoing targeted email campaigns to sales prospects, leading to improved results.</p> <p>UniFirst invests in cutting-edge Digital Marketing technologies to better compete in today's digital age and to effectively manage, track, and measure accurate ROI on all DM programs. Programs allow us the ability to more effectively run and more accurately report on DM activities, campaign data, testing, appointments, and sales results, as well as call-in leads and all sales leads from website form submissions. The following are some DM technologies that UniFirst currently invests in for both SEO and SEM: Marketo, CallTrackingMetrics (CTM), SEMrush, Web-CEO, SEOMoz, Premium Store Locator (zip code lookup), Google AdWords, Bing Search Ads, Google Remarketing/Retargeting, Social Media Advertising (Facebook, Instagram, Twitter, LinkedIn, etc.), Shopify (online catalogs), ZMags (interactive, flip-catalogs online), Google Reviews, Google Local Search</p>
38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	<p>It's clear that you're focused on the success of this partnership like we are. Your support and buy-in is vital to long term mutually beneficial success. Our ability to coordinate our communication is one that will open many doors for both our organizations on the local level.</p>
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	<p>Yes. For those who prefer to own, UniFirst offers competitive pricing and an extensive workwear selection - as all of our items are available for purchase.</p> <p>Program Requirements: A service agreement would serve the best interest of both parties in the event that special or otherwise non-standard products, that UniFirst would also be expected to place into inventory, are specified.</p> <p>All our uniform rental items are available for your Customers to purchase. You may choose from thousands of UniFirst-manufactured products or other popular brands from trusted names like Landau, Fashion Seal, Dickies, Tri-Mountain &amp; Port Authority.</p> <p>UniFirst can offer a custom e-procurement storefront web site personalized with for your Customer's graphics and content. Your Customer's logo can be included to give the feel the web site is an extension of their entity. The custom web site would only offer products and prices defined in the Contracted Offer.</p> <p>Orders can be transacted directly from the e-procurement web site. The e-procurement storefront is full-featured and completely functional with item personalization, order history, product specification, product graphics, purchase/spending limits.</p> <p>Once registration is completed each user would have a unique username and password with settings defining their authorized web site. The custom web storefront would be presented to the individual once logged in.</p> <p>A brief list of e-procurement storefront features and capabilities include:</p> <ul style="list-style-type: none"> <li>• On-line Registration for the Program by employees via the Storefront.</li> <li>• On-line Order placement by registered employees via the Storefront.</li> <li>• On-line Order placement by a purchasing agent on behalf of a group of users.</li> <li>• On-line Order history review by registered employees or by a purchasing agent on behalf of a group of users.</li> <li>• The Program will manage specific products, attributes, and pricing and personalization options for your contracted offer.</li> <li>• Purchase Limits via our Managed Program module. Your Customer's balances would be loaded here</li> <li>• Tracking and enforcement of pre-defined spending limits at the individual employee level.</li> <li>• Payment methods available are: Accounts receivable (A/R), Credit card, and Individual purchase limit (A/R).</li> <li>• In addition to the products included in the offer, the entire UniFirst product catalog can be accessed, if desired, by a separate registration.</li> <li>• Accessible 24 hours, seven days a week.</li> <li>• On-line display by login showing spend by employee, if applicable.</li> <li>• Estimated Delivery Date</li> </ul>

**Table 8: Value-Added Attributes**

Line Item	Question	Response *
40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	<p>UniFirst can provide training or instruction for our goods and services through the local Service Centers. At the time of your Member's transition.</p> <p>The Account Executive can help identify further areas that your Members feel may require further instruction. Additionally, they may contact the Customer Service team at the local Service Centers for further assistance.</p> <p>For Rental Programs during implementation, a dedicated account executive will coordinate the time and efforts of our Site General Manager, District Service Manager, Route Sales Representative, Office Services Personnel, &amp; Customer Services Representatives. The account executive will coordinate with your Member's representative to ensure their site managers are informed of the implementation plan the same time UniFirst managers are.</p> <p>We will require the willing participation of a site representative or representatives (perhaps from each functional area . . . defined to mean any area or group that requires individual billing) to attend site installation planning meetings, and a meeting room within your Member's facility suitable for sizing and meeting purposes. Employees will have to be made available for sizing purposes, according to an agreed upon plan and schedule; and ideally Member's should have available pre-prepared forms that detail each employee name (by sizing group), indicating the type and quantity of garments that each individual is entitled to receive.</p> <p>Necessary site permits, if any, will have to be secured and any site orientation sessions, including any safety programs that our employees may be required to attend, will also have to be scheduled and coordinated.</p> <p>Visits are planned with each functional group (i.e. plant manager, safety manager, buyer, etc. ...) prior to the installation of services. During this visit, our representatives will introduce UniFirst and explain the uniform rental process in detail, being careful to answer any and all questions fully. Orientation pieces entitled "Welcome to UniFirst" will also be left in each functional area.</p> <p>Following installation, repeat visits will be scheduled to ensure that each functional area and each employee fully understands the Member/UniFirst uniform services program.</p> <p>We will have a UniFirst service team of suitably qualified personnel in place to support the supplies and services being offered to the Members. In the implementation and day-to-day servicing of a program, questions and issues can and do come up. The UniFirst service team will be there to support the Members and deal with questions and issues effectively and quickly. Your Member's service team will consist of...</p> <ul style="list-style-type: none"> <li>• Customer Service Manager . . . His/Her primary responsibility will be to see to it Members are getting everything they need when they need it.</li> <li>• Customer Service Reps . . . Committed to exceeding your Member's expectations. Customer Service Reps are trained service professionals that are empowered to deliver consistent and reliable service every day. If service issues arise our Customer Service Reps will be ready to resolve any problems your Members may have.</li> <li>• Account Executive . . . Provides direction and council to our Customer Service Reps. The Account Executive will coordinate any changes to the established Member's program. In addition, he/she will audit performance and work to ensure that we perform up to your Member's expectations.</li> </ul> <p>To assist and guide your Member's team through a Direct Purchase program we can provide them with"</p> <ul style="list-style-type: none"> <li>• A classroom style training introducing the features of the program. We can review the basic set-up of an account; step-by-step demonstrated the ordering process and walk the user through the final steps in placing the order. One location, one- or two-day training session.</li> <li>• Training is normally done by scheduled conference call with Users accessing their own custom website with practice orders being placed.</li> <li>• Provide documentation to highlight the one... two ... three's... of the storefront and the ordering process</li> <li>• Or, if they decide to go it alone their storefront will be designed with an easy to access help feature</li> <li>• Our professionally trained Customer Service Representative are ready to resolve any</li> </ul>

		<p>problems your Member's may have</p> <p>UniFirst can help you design a training program to fit your Member's needs. The portal is guaranteed to be as easy to use as many found on the web today, but there may be questions.</p> <p>We can also provide instruction on how to access the portals for reporting or Direct Purchase programs.</p>
<p>41</p>	<p>Describe any technological advances that your proposed products or services offer.</p>	<p>Our most recent product innovation was a 65/35 shirt fabric weight coverall with knit cuffs, grippers and pocketless added to our line. This product is being tested with great success with a food manufacturer who was looking for a solution to cut costs associated with the most recent donning and doffing regulations. Because this garment is quicker to get in and out of than a traditional shirt and pant, it can save on the amount of time that it takes for your employees to get to the production floor. Another benefit to this garment is that it is .05 less per piece total cost resulting in a significant savings annually. (Quick example on 5,000 employees x .05 x 11 x 52 = \$143,000 potential annualized savings). Another side benefit has been employee satisfaction. Employees that work in a hot environment welcome the fact that the pant portion of the coverall is significantly lighter weight than the tradition 65/35 pant fabric.</p> <p>UniFirst believes in continually doing business better: remaining committed to innovative approaches toward our systems and service offerings with the underlying belief that our ability to follow advances in science and technology can only mean greater benefits for our customers, our Team Partners, and our company.</p> <p>Our UniFirst Business Solutions (UBS) system is tablet based route accounting. Route service personnel check-in with customer contacts to get information on new employee uniforms needed, inventory changes, etc., service the account, check back with the customer contact to review the on-line invoice, including corrections. When your site contact signs the screen, all adjustments are already made, and the invoice goes to the cloud.</p> <p>UBS includes garment tracking establishing &amp; maintaining chain of custody. This includes scanning at customer sites, and tracking through the UniFirst laundry facilities. This tracking assures uniform wearers uniforms come back to them from UniFirst every week, it also helps reduce garment loss charge expenditures.</p> <p>UniFirst has long maintained a leadership position in developing and implementing technology for the textile service industry. From our ISO 9001:2015 certified state-of-the-art Distribution Center (325,000 Sq. Ft.), our newly implemented PeopleSoft platforms with deliverable eCommerce solutions via the Internet, to our new CRM system, UniFirst is leading the industry in delivering advanced business solutions. Capital reinvestment in technology for new systems and automated facilities continues to exceed that of our competitors. We welcome the opportunity to host your supplier selection team at any of our operations to further demonstrate the UniFirst difference.</p> <p>The UniFirst fleet of customer delivery and support vehicles follows proper maintenance schedules and all our drivers consistently follow best practices to conserve fuel consumption. We use "Roadnet® Route Optimization," which consolidates routes for increased efficiencies. By driving significantly fewer miles, we're drastically reducing our carbon footprint. This is an ongoing initiative being followed by our delivery vehicles throughout the United States and Canada. The benefit to your Members: We're driving fewer miles each day, keeping costs and emissions down, while delivering the same levels of excellence in service to our customers.</p> <p>UniFirst also uses electric-powered vans for customer deliveries. The vans, which produce zero emissions, are currently being used in Stratford, CT and Chicago, IL—two densely populated areas that offer the biggest opportunity for UniFirst to make significant reductions in carbon emissions and pollution.</p> <p>UniFirst has developed a National Account Charter with an intensive focus on our most important deliverable...CONSISTANT APPLICATION OF PRODUCTS, SERVICES AND PRICING ACROSS ALL REGIONS OF NORTH AMERICA. To this end, UniFirst has developed a system called NACS . . National Account Customer Setup (NACS). NACS enables us to efficiently communicate your Member's program requirements to each local UniFirst Customer Service Center that will be servicing the Member. We create a customized National Account Customer Profile that details how the Member's account will be serviced. It includes pricing, product as well as all service requirements. NACS allows us to distribute the Customer Profile on a schedule mutually agreed to by the Member and UniFirst. NACS also creates the officially recognized Installation Authorization that tells our local Service Centers to begin the program implementation. It also allows us to track implementation progress to ensure that target dates are met. This carefully orchestrated internal communication is essential to us applying your Member's programs consistently across all of their locations.</p>

UniFirst's proprietary bar-coding system provides an accurate pick-up and delivery report to the Client, at the time of product delivery, on a weekly basis. These weekly reports, printed on your premises, detail the number of garments that are picked up for cleaning from, and delivered clean to, a given location or sub location, within a given location. This, in turn, will enable the Client to clearly identify who last had possession of the garments, and thus who is responsible for any loss of the subject garments.

UniFirst tracks garments throughout all internal and external processes using advanced laser and digital camera bar code technologies. This proprietary system is ideal to help prevent delivery shortages and secure information better than other scanning methods, including radio frequency (RF) chip systems. And unlike RF tracking, that embeds chips into garments to transmit information, our approach does not transmit data and never compromises wearer comfort or privacy.

When your Members participate in a full-service UniFirst uniform program, up-front clothing investments are eliminated. We outfit employees in the clothing of their choice, provide weekly cleaning, garment maintenance, and issue replacements as necessary. We handle all the program administration for your Member's employee uniforms and services, eliminating the worries and headaches. And it's all for one low weekly charge per employee (or per product).

42 Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.

**Environmental Stewardship**

UniFirst was one of the first in the textile services industry to re-engineer all of its operations to become a "greener" and more environmentally friendly Company. We were also one of the first members of the EPA's Green Lights and Energy Star Buildings programs, which combine business strategies with environmental protection and energy conservation at all corporate facilities. And every single UniFirst laundry production facility uses computerized processing equipment to maximize fuel and energy efficiencies, while minimizing waste.

In 1997, UniFirst joined the Laundry Environment Stewardship Program (LaundryESP), an industry initiative with a singular focus to protect the environment. As a result of reworking all routine operational practices, UniFirst (and our industry) achieved and continues to maintain considerable reductions in water and energy usage.\*

1. Water use: 12.5 percent reduction.
2. Energy use: 11.8 percent reduction.
3. Pollutants discharged: 40 percent reduction.
4. Peroxide bleaches: 100 percent increase in usage for wash formulas, resulting in less use of chlorine bleaches (which can combine with other chemicals to create non-biodegradable byproducts).
5. Enzyme-based detergents: 57 percent increase (these cleaners are primarily used in food and healthcare textiles; their use reduces the need for higher temperature wash formulas, thereby reducing energy costs).

\* All data was subject to a quality check by Collier Shannon Scott, Environomics of Bethesda, Maryland and Georgetown Economics (D.C.).

From the moment a piece of clothing or other textile product enters one of our processing facilities, every item is carefully sorted and placed into specially designed slings that are tagged as to garment type and soil level. They are then weighed and sent to designated washers that have been pre-programmed — based on the specifics of the load — to use the exact amounts of cleaning agents, water, and cleansing temperatures to maximize processing efficiencies and prevent unnecessary waste.

Computerized wash formulas determine the correct water levels and temperatures, what detergents and additives are needed, the length of the wash cycle, and any other additional information that the specific clothing or soil type might require. And when the cleaning cycle is completed, sophisticated computer controls automatically tip and empty washers onto moving conveyors which transfer the laundry to preprogrammed computerized driers. Under these advanced systems, there's little likelihood for human error or accidental waste of resources.

We take extraordinary care with all the by-products produced by our laundry operations. Our ongoing investments in water and air treatment technologies help assure that everything we return to the environment is "clean," safe, and nonpolluting.

**Environmental Sustainability**

Additional services and benefits that are "typical" services are a testament to how UniFirst is an environmentally friendly company. At UniFirst Corporation, we believe in protecting the environment. That's why we continually focus on sustainability and always strive to become a "greener," more environmentally friendly Company in all aspects of our operations. Whether it's the precise uniform processing procedures we follow to ensure resource conservation and environmental protection, the thoughtful energy-saving practices we use at our 2760 facilities, the careful fleet maintenance and driving procedures we have firmly in place, the manner in which our ancillary services and products are designed and manufactured, or the work uniform and facility services options we provide our customers to help them meet their sustainability goals...all we do consistently takes environmental sustainability into consideration.

**Our Values**

From modest beginnings in an eight-stall garage in Boston, MA in 1936, UniFirst has grown to become a billion-dollar industry leader in the Uniform and Textile Services business. In part, our modern-day success story is a result of our following the three Core

Business Values established by our founder Aldo Croatti. These values, which continue to act as the foundation for our corporate culture, are:

1. **CUSTOMER FOCUS** — Customer Satisfaction is the best measure of how well we deliver quality. It's our overriding goal and at the center of our "Customers for Life" business philosophy.
2. **RESPECT FOR OTHERS** — We consistently treat those in our personal and business lives with the same consideration and understanding we wish for ourselves.
3. **COMMITMENT TO QUALITY** — Evidenced by our constant focus on "doing it right the first time" and our commitment to ISO certifying each of our service operations to ensure quality is the hallmark of all we do.

In order to fulfill our overriding goal for total Customer Satisfaction, UniFirst Team Partners annually pledge to our "10 Essentials of Service."

1. Every Team Partner contributes directly to the Company's image.
2. It's in each of our jobs to handle any Customer requests quickly and address any user problem immediately.
3. We will always strive to fully understand each Customer's needs and aim to deliver service that exceeds their expectations.
4. Every Team Partner is responsible for identifying any defects in our products, processes and work methods, and for making recommendations for improvements.
5. We are ambassadors of the business, both inside and outside of the workplace.
6. We will take pride and care in our personal appearance.
7. Being part of a team means we can count on those around us.
8. There is no dishonor in not having the right answer, only in not acting quickly to seek it out.
9. Mistakes are inevitable. How quickly we correct them and how well we communicate the remedies makes the difference between customers who remain upset and those who come away more loyal than before.
10. We must ultimately create exceptional job stability and continuously increase shareholder value.

#### In the Office

In 2008, our Information Services Department initiated a project to reduce the number and size of both servers and personal computers. By adopting latest technologies, the initiative reduced electrical costs and lowered the amount of cooling required from air-conditioning units. The project also extends the life of many computers, keeping unwanted waste materials out of recycling bins and landfills. In addition, paper and bottle recycling bins are located throughout all areas of our corporate offices and remote locations.

Additionally, all 2760 UniFirst facilities are networked by more than 3,000 PCs and we consistently add new technologies that allow for more electronic options with our routine business activities – both internally and externally – thereby significantly reducing overall paper usage.

Route planning and optimization software has saved roughly 1.7 million gallons of fuel annually, which produces nearly 34 million less pounds of CO2 each year.

#### Uniforms, Work Apparel

Compared to purchasing, renting uniforms saves energy and decreases natural resource consumption (as noted above). Plus, our work garments are built to last longer than store bought apparel, our service programs maintain customer clothing to extend wear life, and our apparel is reused whenever possible. . . thereby resulting in reduced raw textile usage and less waste entering landfills and incinerators.

When appropriate, we also refurbish and transform pre-worn customer apparel into "like new" offerings for garment replacements. And when wear and tear finally takes its toll and the professional image of our customers could become compromised, we look to donate such clothing items to needy organizations in the U.S and abroad — in effect, giving them a "second life."

Our Company manufactures more than half of the shirts and pants used in our rental service programs, and all aspects of the construction consistently keep clothing "longevity" in mind. For instance, our shirt and pant designs use reinforced triangular tacking at the corners of pockets to prevent ripping and tearing that could be caused by repeated contact. Similarly, our fabrics are carefully selected for weight/hand (feel) to withstand constant abrasion, as well as the industrial laundry process. And, although we use more stitches per fabric inch to produce higher quality construction, this additional thread use is more than offset by the extended garment life we achieve. We've also computerized our textile cutting systems to assure minimal waste of fabric and our "modular" assembly construction process maximizes efficiencies and the overall use of resources.

Virtually all of our millions of rental uniforms in service are delivered to customers on recycled wire hangers. Helping to prevent them from simply being tossed into waste bins, UniFirst maintains hanger recycling programs at customer sites. We also recycle such items as wood pallets, paper products, and fluorescent light bulbs wherever possible.

Finally, to ensure that all our processes are operating as efficiently as possible and resources are being conserved, our uniform manufacturing and distribution facilities have earned ISO certification. And we're currently on schedule to have all our laundering service facilities ISO certified as well.

#### Ancillary Products

		<p>UniFirst offers a wide variety of environmentally friendly programs in Floorcare and Restroom/Hygiene Services. These products have been designed with environmental sustainability in mind. And when they're included as part of a fully managed service program, they can help our customers earn LEED* points that qualify them for environmental certification by the U.S. Green Building Council. (*Leadership in Energy and Environmental Design, a national benchmark for the design construction and operation of high-performance green buildings.)</p> <p><b>Floor Mats</b> Our floor mats are 100% PVC free and are specially constructed to capture and hold dirt and moisture from the soles of shoes and to prevent track-off and unnecessary soiling and cleaning of customer facilities. By literally trapping pounds of contaminants, UniFirst mat systems help protect expensive flooring surfaces, ventilation systems, and sensitive electronic equipment — all of which translates into less cleaning and use of chemicals.</p> <p>We manufacture all our floor mats to last for at least five years and recycle our scrap by-products. By comparison, mats purchased at most retail outlets will typically last just one year, thereby adding more vinyl and rubber components to the "waste stream."</p> <p><b>Microfiber Mop/Wiper Technology</b> Our reusable Microfiber mops and wipers are ultra-light and designed to clean hard surfaces without chemicals and water. The U.S. Environmental Protection Agency (EPA) notes that such products can reduce chemical usage by 95 percent. For soiled surfaces requiring water and cleaning agents, we offer wet mops and towels that feature super absorbent natural fibers that have been treated with antimicrobial agents in order to prevent the growth of mold, mildew, and odor-causing bacteria.</p> <p>The result: one-time, faster, more efficient cleanings. By using these reusable Company products versus disposables, EPA life cycle assessments show that solid waste can be reduced by 210 percent and water usage by as much as 12,590 percent.</p> <p><b>Hand Towels and Sanitary Tissue</b> Our towel and tissue products are Green Seal and Eco-Logo certified, and manufactured from base paper that is 100 percent recycled. And our portion-control (one-at-a-time) paper dispensing systems are available with both mechanical and electronic touch-free options to help reduce unnecessary waste. Studies have shown that these dispensers reduce paper usage by 25-35 percent, resulting in less landfill dumping and incineration.</p> <p><b>Soaps and Hand Care</b> Our soap and hand care products are provided by vendor-partner GOJO, a manufacturer of a wide range of "green" and biodegradable hand cleaning/disinfecting products. GOJO's Green Seal and Eco-Logo designated products are specially formulated for use in the types of work environments our Company serves and are available in a variety of touch and non-touch, portion controlled, dispensing options so as to minimize waste</p> <p><b>Odor Control Systems</b> We offer three environmentally conscious odor control program solutions. Our most popular system, called TCell, contributes to clean and fresh air in a 100% environmentally friendly way. All air freshener delivery systems are 100 percent EPA compliant and refill components are recyclable.</p>
43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	UniFirst is a proud member of the U.S. Green Building Council (USGBC) and Laundry Environment Stewardship Program (LaundryESP), is an Energy Star and Green Lights Business Partner, and offers Green Seal and Eco-Logo certified products.
44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	UniFirst does not qualify as Women or Minority Business Entity, Small Business Entity, or veteran owned business.

45	<p>What unique attributes does your company, your products, or your services offer to Sourcewell participating entities (customization, personalization, alteration, fitting, and/or sizing)? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities (laundering, cleaning, mending and/or repair services)?</p>	<p>We're highly experienced at sourcing custom garments both domestically and internationally. And our company-owned manufacturing plants give us unique flexibility when it comes to self-producing special items that may be included in large national programs.</p> <p>Custom personalization is a key element in most image apparel programs and UniFirst's extensive experience in both screen printing and embroidery represents an advantage for us as well. We have our own in-house screen printing and operate our own embroidery machinery. In our Owensboro distribution facility UniFirst owns and operates our own embroidery equipment for emblem making and direct embroidery.</p> <p>Our advanced emblem, embroidery, logo, and employee name personalization options keep your employees looking sharp and easily identifiable in your business branded logo apparel.</p> <p>Our in-house graphics staff creates and digitizes scores of new customer personalization designs daily. Software allows us to quickly produce an electronic rendition of any embroidery design or emblem. This gives us greater control over the process of creating and delivering unique customer images through the combination of specially selected clothing and custom-applied design.</p> <p>UniFirst has the industry's largest complement of personalization equipment. Our proprietary personalization workflow software enables us to personalize over 30,000 items every day, and 6,000 emblems per hour.</p> <p>For Direct Purchase:          Custom inseam lengths for pants are available at the point of order entry. UniFirst will hem to a specified length prior to shipment of the order. As part of the service offering, UniFirst will accept returns for size exchanges within sixty (60) days of order receipt at no additional charge (i.e. no restocking fees). Freight to ship returned merchandise is paid by the customer unless the return was necessitated by a UniFirst error.</p> <p>Custom sized garments, not in stock, that do not require a "special manufacturing cut" will ship in approximately 14 - 17 business days from the date of order receipt. Custom garments that require a special cut, depending on the particular circumstances at hand, could take up to 12 weeks to procure.</p> <p>For Rental Programs:          UniFirst does not measure your employees. Rather, we have your employees actually try on the garments as we have found that this process better ensures proper fit. We have also found that lists, prepared in advance, that detail the employees to be sized, at a given sizing session, and the type and number of garments that each employee is entitled to receive greatly assists the sizing process.</p> <p>With our Change-As-Needed system, uniform garments are regularly replaced on a rotating basis when they reach a point where either appearance or function is compromised. There is no specific schedule, and actual replacements are very much dependent upon the type of garment, the material from which it is manufactured and the nature of its use.</p>
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**Table 9A: Warranty**

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
46	Do your warranties cover all products, parts, and labor?	<p>All Products furnished under the Agreement shall conform to Sourcewell's specifications as set forth in the Agreement and, in all instances will be processed, mended and finished in accordance with the generally accepted standards of the textile rental industry. UniFirst makes no other representations, warranties or conditions, express or implied by law, statutory or otherwise, including, without limitation, the design or condition of the Products, their merchantability or their fitness, capacity or durability for any particular use or purpose, the quality of the Products or workmanship of the Products.</p>

47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	<p>Any garment with, tears, rips, holes, excessive staining, or other non-repairable defect incurred while in service or upon termination of the Agreement at a Facility is considered "Damaged." Damage is in excess of normal wear and tear (which is defined as a gradual thinning of the fabric over time) a garment experiences through normal wash and wear cycles and inhibits the re-issue of the garment to another employee. Additionally, pursuant to contractual language, a garment has been personalized through Direct Embroidery or other customer dictated modification may be considered "Damaged" if the modification inhibits the ability to re-issue the garment.</p> <p>This damage beyond repair category is designed to ensure a balance between the need for a cost-effective solution while maintaining a high level of appearance integrity. Under this criterion, a garment will be deemed as "damaged beyond repair" for any of the following:</p> <ul style="list-style-type: none"><li>* Any hole or tear regardless of size</li><li>* Any single pen mark larger than one- and one-half inch</li><li>* Any combination of ten or more pen marks</li><li>* Any garment purposely written on</li><li>* Any single stain larger than one inch in diameter</li><li>* Any combination of ten stains or more</li><li>* Any broken or poorly functioning zipper</li><li>* Any broken straps or clips or missing snaps</li><li>* Any bioburden or hazardous material contamination</li></ul>
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48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	<p>This is not applicable to an Industrial Landry Program.</p> <p>At the service level, any garment placed into service that was defective in any way, at the time of its installation, would be immediately replaced at no additional charge to your Members. And we take care to inspect every rental garment every time we handle it. Upon pick-up and return to our service center, each garment receives a comprehensive ten-point inspection. This system is backed-up by our wearer communication system which provides a continuous supply of service request tags at your Member's place of business so that any special repair needs can also be flagged by wearers to ensure that they get our immediate attention.</p> <p>UniFirst's exclusive "mend system" provides for a comprehensive ten-point inspection of every garment every time it's processed. This system is backed up by our wearer communication system which provides a continuous supply of service request tags at your place of business so that any special needs can also be flagged by wearers to ensure that they get our immediate attention.</p> <p>For shirts the 10-point inspection examines:</p> <ul style="list-style-type: none"> <li>• Garment Cleanliness</li> <li>• Wearer Identification Tag</li> <li>• Collar</li> <li>• Shoulder Panel</li> <li>• Emblems and Pockets</li> <li>• Buttons and Front Panel</li> <li>• Underarm and Side Seams</li> <li>• Sleeves</li> <li>• Cuffs and Cuff Buttons</li> <li>• Back Panel</li> </ul> <p>For pants the 10-point inspection examines:</p> <ul style="list-style-type: none"> <li>• Garment Cleanliness</li> <li>• Wearer Identification Tag</li> <li>• Waistband and Belt Loops</li> <li>• Buttons and Fasteners</li> <li>• Zipper</li> <li>• Pockets</li> <li>• Crotch</li> <li>• Side Seams and Inseams</li> <li>• Seat Seam</li> <li>• Hem</li> </ul> <p>In general, we believe that the garment should be repaired whenever it is possible to do so, provided its appearance or function is not materially impacted by the repair. This "judgment call" we leave to the discretion of operating staff. Some Customers require that they and they alone approve the retirement from service of any damaged garment. This process remains acceptable to UniFirst.</p> <p>Repairs to individual garments are made so as to ensure the return of the repaired item with the Customer's next weekly delivery. In other words, a damaged garment picked up on Tuesday will be repaired and returned the following Tuesday.</p> <p>Our Change-As-Needed system provides for the automatic replacement of garments before they become so worn as to impact appearance or function. And, unlike many (if not all) of our competitors, UniFirst replaces all garments which wear out as a consequence of normal wear and tear with "new" garments.</p>
49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcwell participating entities in these regions be provided service for warranty repair?	<p>This is not applicable to an Industrial Landry Program.</p> <p>UniFirst's exclusive "mend system" provides for a comprehensive ten-point inspection of every garment every time it's processed. This system is backed up by our wearer communication system which provides a continuous supply of service request tags at your place of business so that any special needs can also be flagged by wearers to ensure that they get our immediate attention.</p>
50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Yes.

51	What are your proposed exchange and return programs and policies?	<p>Any garment placed into service that was defective in any way, at the time of its installation, would be immediately replaced at no additional charge to your Members.</p> <p>UniFirst recognizes that not every employee stays the same size over time, so at no charge, we provide for clothing size exchanges whenever necessary.</p>
52	Describe any service contract options for the items included in your proposal.	<p>UniFirst offers as an option a Garment Maintenance Program (GMP). The Program involves an additional Weekly charge for each garment that is placed in service and replaces the practice of having ruin charges added to the weekly invoice. The practice of inspecting and reviewing garments on-site with Member Management is thus eliminated and the Weekly or Monthly service invoice remains relatively fixed. This allows Member Management and UniFirst Service teams to focus on providing "World Class" service to our Customers. Lost or unreturned garment fees are not currently covered under such a program. Developing a program for lost garments would be subject to further discussion at the appropriate time.</p>

### Table 9B: Performance Standards or Guarantees

Describe in detail your performance standards or guarantees, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your performance materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
53	Describe any performance standards or guarantees that apply to your services (product longevity or wear- resistance).	<p><b>PERFORMANCE GUARANTEE. UNIFIRST GUARANTEES TO DELIVER HIGH-QUALITY SERVICE AT ALL TIMES.</b> All items of Merchandise cleaned, finished, inspected, repaired, and delivered by UniFirst will meet or exceed industry standards, or non-conforming items will be replaced by the next scheduled delivery day at no cost to Customer.</p> <p>Items of rental Merchandise requiring replacement due to normal wear and tear will be replaced at no cost to Customer, save for any applicable personalization and setup charges.</p> <p>Guarantee – Any rental garment placed into service that was defective in any way, at the time of its installation, would be immediately replaced at no additional charge to you.</p> <p>You will get three dedicated UniFirst professionals always working on your account. There's a dependable Route Service Representative who'll keep your program running smoothly day-in and day-out, a Service Manager whose primary responsibility is to see that you're getting everything you need when you need it, and a helpful local Customer Service Representative who's always ready to provide immediate assistance. Through the efforts of this hard-working team, we guarantee 24-hour response to any problem, question, or request.</p> <p>Evaluating our performance</p> <p>We're always measuring your Member's service and satisfaction levels to ensure that everything lives up to their expectations and our guarantee. That means offering:</p> <ul style="list-style-type: none"> <li>• Face-to-face goodwill visits with their local Service Manager</li> <li>• Performance Report Card service ratings (99% service satisfaction)</li> <li>• Wearer Satisfaction Survey Cards.</li> </ul>

54	Describe any service standards or guarantees that apply to your services (repairs, cleaning turnaround times, etc.).	<p>We invest so much time, effort, and resources into creating and maintaining a service infrastructure that's second to none. It's this commitment that helps us forge long-lasting relationships with our customers.</p> <p>Getting started</p> <ul style="list-style-type: none"> <li>• Our service commitment to you begins long before any deliveries are made.</li> <li>• Our consultative Customer Needs Analysis (CNA) helps determine the right workwear and ancillary products to meet your needs.</li> <li>• We make recommendations how to best maintain, improve, or establish a new business image for your company in the most cost-effective manner.</li> <li>• We schedule "Try-for-Size" on-site fittings for every rental wearer to ensure a perfect uniform fit.</li> <li>• We thoroughly review all aspects of your new managed program with you prior to our seamless program installation.</li> </ul> <p>Always on time, no shortages</p> <p>We guarantee your uniforms and facility service supplies are delivered as expected and on the agreed upon schedule. It's that simple. We also keep extra inventories at your local UniFirst servicing center to help make sure your employees always have what they need, when they need them.</p> <p>When we process your hygienically laundered and finished uniforms, we check them at least four times prior to delivery to be sure you always receive back what is turned in. To help eliminate shortages, we scan or count your garments:</p> <ol style="list-style-type: none"> <li>1. Upon pickup at your facility</li> <li>2. After processing and sorting</li> <li>3. When loading into delivery truck</li> <li>4. At delivery back to you</li> </ol> <p>10-point garment inspections</p> <p>Our Automatic Mend System includes a comprehensive, 10-point inspection of every garment every time it's processed. It's how we ensure that needed repairs (or replacements) are taken care of even before you ever have to ask. Learn more about our automatic repairs and replacements.</p> <p>In general, we believe that the garment should be repaired whenever it is possible to do so, provided its appearance or function is not materially impacted by the repair. This "judgment call" we leave to the discretion of the customer. Some Customers require that they and they alone approve the retirement from service of any damaged garment. This process remains acceptable to UniFirst.</p> <p>UniFirst will reinvest a minimum 18% of its garment revenues into free garment upgrades beginning week 53 through the life of our partnership to ensure sustainable safety and quality. Our Change-As-Needed system provides for the automatic replacement of garments before they become so worn as to impact appearance or function. UniFirst is the only company in our industry who takes the additional step of proactively upgrading garments for our customers. Much of what our competitor's bill out as "damage" is the result of worn-out uniforms that have not been replaced. Unlike many (if not all) of our competitors, UniFirst replaces all garments which wear out because of normal wear and tear with "new" garments, UniFirst also recognizes that not every employee stays the same size over time, so we provide for clothing size exchanges whenever necessary.</p> <p>UniFirst recognizes that not every employee stays the same size over time, so we provide clothing size exchanges whenever necessary . . . again at no cost.</p>
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**Table 10: Payment Terms and Financing Options**

Line Item	Question	Response *
55	Describe your payment terms and accepted payment methods.	CUSTOMER agrees to make payments within 30 days of invoice receipt.
56	Describe any leasing or financing options available for use by educational or governmental entities.	Depending upon individual needs, some may prefer our Val-U-Lease program. Customers enjoy all of the service, convenience, and benefits of our rental program, with the sole exception of the weekly water-wash service. • Suitability: Best suited for circumstances or situations that involve moderate to high employee turnover rates, coupled with low or light soil environments. • Program Requirements: Same as the Rental Program.
57	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	We note that the condition precedent to the delivery of any merchandise and services hereunder is the execution of a corporate textile rental service agreement, which more fully details the expectations of each party, in terms acceptable to each party. We leave for another day the discussion as to the specific requirements of any such agreement, except to note that all such requirements are common to the textile rental services industry in general. Please see the attached redlined MSA on the specific provisions in the RFP and Agreement.  All merchandise supplied by UniFirst hereunder will conform to customer's specifications as set forth in the Textile Rental Services Agreement, and in all instances will be processed, mended and finished in accordance with generally accepted standards of the textile rental industry.
58	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Yes. Customers can pay weekly invoices using a company credit or P-card. Our accounts receivable department will apply the weekly invoice amounts to the credit or P-card for each customer location.

**Table 11: Pricing and Delivery**

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *
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<p>59</p>	<p>Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.</p>	<p>UniFirst evaluates the total potential volume for any particular National Account customer and prices the entire in accordance with our pricing models. Total usage levels are evaluated as part of the pricing, and UniFirst takes this into consideration and leverages the total potential of each account in order to come up with the most competitive rates available.</p> <p>In general, UniFirst provides service quotes to its Customers that represent its very best prices for the projected volume of business and the associated terms and conditions of service, as determined by our review of the RFP documents. This does not mean, however, that we necessarily expect to receive all of this business immediately, or even necessarily within the first year or two of the term of our Agreement, for that matter, as we realize that we frequently are required to await the natural expiration (by their terms) of any pre-existing agreements that our Customer might then have in place with any third-party vendors.</p> <p>As with all things there is at least one exception to this general rule, which would arise in the event that a given Customer elected to award all of its business to two or more preferred vendors, each of whom was then expected to solicit business from each Customer operating location. In this instance, we would downgrade the value of the projected business volumes (raise the bid prices that we initially quoted) and then offer incentives (reduced prices) to be granted upon the attainment of certain specified earned revenue thresholds. The most Customer friendly option is the former, where our very best prices are offered from day one of the Agreement.</p> <p>Once our agreement is finalized our Account Management System ensures that only those products and prices set out in the agreement can be invoiced locally. Consistent application of products and pricing across all of the local Member's operations is guaranteed.</p> <p>All requests for exceptions (additions) to the originally negotiated contract requirements must be processed through predefined channels for approval. All pricing will be developed using the same pricing model used in the original bid effort to incorporate the same volume considerations.</p> <p>Rental Services Include:</p> <ul style="list-style-type: none"> <li>» Water-wash of Rented Uniforms and Rented Items. Including inspection of all garments during the cleaning process and the pressing (US only), of all garments at no additional cost</li> <li>» Delivery of clean Rented Uniforms and Rented Items, on a stated weekly schedule.</li> <li>» Removal of soiled Ranted Uniforms and Rented Items, on a stated schedule.</li> <li>» Existing garments may be exchanged due to an Employee's changing size requirements at no cost to the Customer, though the emblem and garment preparation charges specified by the agreement will apply.</li> <li>» All Garment repairs needed due to normal wear and tear will be done at no cost to the Customer.</li> <li>» UniFirst will automatically replace garments before they become so worn as to impact either appearance or function. This replacement will be done at no charge to the Customer, though the emblem and garment preparation charges specified by agreement will apply.</li> </ul>
<p>60</p>	<p>Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.</p>	<p>Sourcewell's program pricing is constant across the nation and therefore the discount/savings varies by market, i.e. savings on the Sourcewell program might be as high as 60-70% in metropolitan markets such as NYC whereas in central Kentucky the savings might only be 20-30%.</p>

61	Describe any quantity or volume discounts or rebate programs that you offer.	<p>A. Rental. UniFirst will pay Sourcewell a new incentives tiered rebate based on growth volumes of the sales to Sourcewell or Sourcewell Members of Products and Services resulting from Sourcewell net of returns and allowances and, with regard to the Products procured hereunder, less applicable delivery charges. With regard to the Services procured hereunder the specified administrative fee will be paid net of any garment preparation, emblem, loss/damage, minimum stop the truck or applicable DEFE (Delivery, Energy, Fuel and Environmental) surcharges. Said administrative fees are to be paid within thirty (30) days after the end of each calendar quarter and commencing on the effective date of this Agreement on the following:</p> <p>Admin fee/rebate:                  \$ 0-\$350,000.....2%                  \$350,001-\$450,000.....2.5%                  \$450,001 + ..... 3%</p> <p>B. Direct Sales Pricing will only have 1 tier for best available. Pricing will be Ceiling price so if necessary we can adjust downward based on local pricing needs for a specific account.</p>
62	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	<p>UniFirst is a full-service provider of textile services, with many of the products being manufactured and much of the services being provided directly by UniFirst. As a part of our continued growth, we have aligned ourselves with several trusted vendor partners whenever we have customer requirements that don't align with our manufacturing core competencies (i.e. Non-Standard Options). All vendor partners must pass through our Vendor Approval process to ensure that they are financially solvent and adhere to all manufacturing best practices and appropriate child/forced labor laws. Our vendor partners have been carefully selected based on product offering breadth, stocking position, and mutual business goals. This is an on-going effort to leverage our influence over these vendor partners in order to better guarantee the quality of services provided by any such vendor to any one of our customers. As an industry leader, UniFirst is able to leverage our size in order to negotiate the most favorable pricing and terms in the industry, a benefit that gets passed on directly to our customers.</p> <p>In situations where our vendor partner's products are used to support our customers, we will issue standard UniFirst (bulk) Purchase Orders for merchandise, on an as necessary basis. These orders will be filled and shipped directly to our distribution center in Owensboro, KY. Our vendor partners will then invoice UniFirst directly for their services. All other services (order administration, pick, pack, ship, customer services and overall program administration and management) will be directly performed by UniFirst personnel, utilizing UniFirst owned equipment and facilities.</p>
63	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Please see the attached "Sourcewell Proposal," for a complete listing of all the associated Service Charges.
64	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	<p>Rental: The delivery cost is included in the weekly rental rate.</p> <p>Direct Sales: Pricing is quoted F.O.B. Origin, sans applicable sales taxes, with applicable freight and handling charges being prepaid and added to the shipment invoice.</p> <ul style="list-style-type: none"> <li>• United States - All Purchased Items are shipped via UPS standard ground service from our ISO registered Central Distribution Center in Owensboro, KY, unless instructions to the contrary are specified on the order.</li> <li>• Canada - All Purchased Items are shipped via Canadian Post standard ground service from our Central Distribution Center in Mississauga, ON, unless instructions to the contrary are specified on the order.</li> </ul> <p>Expedited shipping (overnight) is available via FedEx or UPS Express. The cost of expedited shipping will be calculated on a case-by-case basis and we will pass along the true cost of shipping.</p>

65	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Due to the cost of doing business in Alaska and Hawaii, subcontractors in these states may charge a minimum of two times the prices quoted above. We will do our best to find a subcontractor that will honor the program pricing, however actual prices are a function of the product in the program and the Subcontractors local business practices. Any alternative pricing for Alaska and Hawaii will be submitted for your approval prior to subcontracting any of your sites to a third party.
66	Describe any unique distribution and/or delivery methods or options offered in your proposal.	<p>UniFirst's combination of the full weight of our ISO Certified Distribution Center Capabilities and our National Service Coverage can be brought to bear on the Sourcwell's requirements. Direct Sale and Rental programs are all supported from a merchandise perspective by our Owensboro, KY "state-of-the-art" Distribution Center. This facility has been built with the specific objective of providing the fastest most accurate order turnaround times in the industry and we are confident that this will enhance the UniFirst value proposition for Sourcwell Members.</p> <p>Our proposal represents "Best-in-Class" pricing based upon the Sourcwell estimated contract value and usage. Furthermore, we offer the following value-added services:</p> <ul style="list-style-type: none"> <li>• ISO Certified Manufacturing and Distribution: UniFirst manufactures and distributes the majority of its garments through a strict process-controlled ISO certified manufacturing and distribution system. This capability allows us to better manage our supply chain and negotiate favorable rates with fabric mills. The ISO Certification ensures that consistently high-quality manufactured garments will be delivered to your Member in a timely manner, through a proven documented distribution system.</li> <li>• Guaranteed rates and charges: Our proprietary Account Management System (AMS Mozart) guarantees only the charges authorized and specified in our service agreement can be invoiced. Only the items of merchandise and/or services specifically authorized in the agreement can be provided to the Member. Items of merchandise and/service not authorized in the enabling service agreement can only be invoiced with prior client approval.</li> <li>• Virtually Unlimited Catalog: By using our partnerships with our long-term vendor partners, our catalog is essentially limitless. Even if a desired garment is not currently manufactured by UniFirst, or featured in our Workwear Direct catalog, by leveraging our relationships with our trusted vendor partners we can guarantee best-in-class pricing and service for any work apparel item. Service excellence is central to our culture, it begins with highly trained Customer Representatives who are fully dedicated to total Customer satisfaction and extends to all the contact personnel in our National Accounts Group who specialize in dealing quickly and efficiently to ensure that the specific service requirements of our National Account Customers are understood and consistently applied by our entire field Customer service centers.</li> </ul>

**Table 12: Pricing Offered**

Line Item	The Pricing Offered in this Proposal is: *	Comments
67	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	Please see the attached Proposal. "Better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments."

**Table 13: Audit and Administrative Fee**

Line Item	Question	Response *
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68	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	During the Term, UniFirst will, upon not less than thirty (30) business days prior written request, make available to Sourcewell no more than once per calendar year, at UniFirst's corporate offices, during normal business hours, the invoice reports and/or invoice documents from UniFirst pertaining to all invoices sent by UniFirst and payments made by Sourcewell's Members for all Products and Services procured under this Agreement. Sourcewell may employ an independent auditor or choose to conduct such audit on its own behalf. UniFirst shall have the right to approve the independent auditor, which approval shall not be unreasonably withheld. Upon approval and after the auditor has executed an appropriate confidentiality agreement, UniFirst will permit the auditor to review the relevant UniFirst documents. Sourcewell shall be responsible for paying the auditor's fees. The parties will make every reasonable effort to fairly and equitably resolve discrepancies to the satisfaction of both parties.
69	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	<p>Performance will be measured according to the following standards:</p> <p><b>A. Uniform Rental Services</b> Your Account Executive will meet with you to discuss and identify continuous improvement targets. We will then create baselines from which we can measure future improvements. The Account Executive will then incorporate these improvement reports into the quarterly program review. Some of the areas we have included in continuous improvement projects for other customers include:</p> <p><b>1. On Time Installation:</b> New locations will be installed into Service within eight (8) weeks following the conclusion of Company's employee measurement sessions. The time frame assumes standard garments within normal size ranges as defined in the contract price schedule. The target on-time installation rate for new locations is 98%.</p> <p><b>2. Issue Resolution</b> All service-related issues that are communicated to Company will be addressed within 24 hours and Customer will notify Company when the issue is resolved to Customer's satisfaction. Company will utilize its RFCA (Request for Corrective Action) system to track any and all issues. Company will report all service issues and the time it takes to resolve issues to Customer's satisfaction.</p> <p>The following specific service issues may be submitted locally by Customer to Company. Company will address these issues at the local level following standard corrective actions.</p> <p><b>a. On Time Delivery and Pick Up:</b> A delivery and pick up will be considered on-time if the Merchandise arrives at the relevant locations on the specified delivery day, excluding Holidays, in which event, Company will give timely notice of the Holiday delivery schedule. Late deliveries resulting from a natural disaster, severe weather emergency, or road closures, will be excluded from this measurement.</p> <p>Late deliveries will be recorded in the Company's RFCA system and the appropriate action plan communicated to the Customer's local manager. Performance will then be monitored until Customer's local manager is satisfied that the issue has been corrected.</p> <p><b>b. Service For New Employees:</b> New employees will receive their garments within one (1) week of the request for standard garments in normal size ranges as defined in the contract price schedule.</p> <p>Instances of new employees not outfitted in one week will be recorded in the Company's RFCA system and the appropriate action plan communicated to the Customer's</p>

local manager. Performance will then be monitored until Customer's local manager is satisfied that the issue has been corrected.

c. Merchandise Acceptance:

Merchandise will be considered accepted if the Merchandise is properly water-washed, pressed or steam tunneled and has no rips or tears that have not been repaired. If stains cannot be removed the Rented Uniforms or Rented Items, as applicable, the same will be reviewed with Customer's representative to determine responsibility for replacement costs.

Instances where merchandise is delivered in unacceptable condition will be recorded in the Company's RFCA system and the appropriate action plan communicated to the Customer's local manager. Performance will then be monitored until Customer's local manager is satisfied that the issue has been corrected.

B. Uniform Direct Sale

Order Fulfillment

A minimum of 98% of in-stock inventory will be shipped to Customer within 5 – 7 business days after the order is placed.

2. Order Accuracy

Company will achieve a minimum of 98% order accuracy measured as a function of returned orders.

Total Customer Satisfaction is measured in terms of customer retention rates. At UniFirst, our minimum goal is 95%. All Customer Service Centers are required to do all things necessary to retain a minimum of 95% of their Customers (the "Customers for Life Program"). Again, each Customer Service Center is ranked best to worst and financial incentives are associated with the attainment of this goal.

UniFirst's Route Sales Representatives (RSR's) are paid on delivered revenue at a 7% commission rate. In addition to the commission program all RSR's have a \$6000 annual bonus opportunity based primarily on Customer Satisfaction and Customer Retention. The annual bonus opportunity generally represents between 15 and 20 percent of total compensation.

We believe that effective customer service is the most important element in developing and maintaining our market position. Our commitment to service excellence is reflected throughout our organization. Our route sales representatives are the first line of continuing customer contact, who are supported by local customer service representatives, local service management staff and local operations management leaders, all of whom are focused on addressing the ongoing needs of customers, constantly delivering high-value service and pursuing total customer satisfaction. Our proprietary information systems and our support service center enable us to respond to customer inquiries or issues within 24 hours, and our service personnel are specially trained to handle the daily contact work necessary to effectively manage customer relations.

We measure the speed and accuracy of our customer service efforts on a weekly basis and, through our "Customers for Life" program, we continuously survey, record and report satisfaction levels as a means of evaluating current performance and highlighting areas for improvement.

Every customer is audited a minimum of twice a year to ask specifically about levels of satisfaction, areas where we can improve, and whether or not there are problems which need correcting. This proactive approach lets us uncover issues that might normally remain hidden and surfaces problems we

		might otherwise not hear about. But it benefits both us and our customers and it's one of the reasons that over 98% of all current customers give us an "completely satisfied" or "satisfied" performance rating.
70	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	<p>UniFirst will pay Sourcewell a new incentives tiered rebate based on growth volumes of the sales to Sourcewell or Sourcewell Members of Products and Services resulting from Sourcewell net of returns and allowances and, with regard to the Products procured hereunder, less applicable delivery charges. With regard to the Services procured hereunder the specified administrative fee will be paid net of any garment preparation, emblem, loss/damage, minimum stop the truck or applicable DEFE (Delivery, Energy, Fuel and Environmental) surcharges. Said administrative fees are to be paid within thirty (30) days after the end of each calendar quarter and commencing on the effective date of this Agreement on the following:</p> <p>Admin fee/rebate:                  \$ 0-\$350,000.....2%                  \$350,001-\$450,000.....2.5%                  \$450,001 + ..... 3%</p>

**Table 14A: Depth and Breadth of Offered Equipment Products and Services**

Line Item	Question	Response *
71	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	<p>We offer apparel products from our UniFirst Family of Brands as well as 100's of our manufacturing and distribution partners.</p> <ul style="list-style-type: none"> <li>a. Work Apparel                             <ul style="list-style-type: none"> <li>i. UniFirst Brands</li> <li>ii. Industrial Uniforms</li> <li>iii. Automotive Apparel</li> <li>iv. Work Shirts</li> <li>v. Work Pants</li> <li>vi. Jeans</li> <li>vii. Shorts</li> <li>viii. Outerwear</li> <li>ix. Flame Resistant Clothing</li> <li>x. High Visibility Workwear</li> <li>xi. Healthcare Uniforms &amp; Apparel</li> <li>xii. Food Service Apparel</li> <li>xiii. ESD &amp; Anti-Static Garments</li> </ul> </li> <li>b. Corporate Apparel                             <ul style="list-style-type: none"> <li>i. T-Shirts</li> <li>ii. Button Downs</li> <li>iii. Polos</li> <li>iv. Fleece and Sweatshirts</li> <li>v. Outerwear</li> <li>vi. Pants</li> <li>vii. Jeans</li> <li>viii. Shorts</li> <li>ix. Promotional Accessories</li> </ul> </li> </ul>

72	<p>Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.</p>	<p>Work Apparel  UniFirst Brands  Industrial Uniforms  Work Shirts  Work Pants  Outerwear  Flame Resistant Clothing  High Visibility Workwear  Healthcare Uniforms &amp; Apparel  Food Service Apparel  ESD &amp; Anti-Static Garments</p> <p>Uniform Services  Uniform Rental Programs  Val-U-Lease Program  Direct Purchase Programs  National Account Programs</p> <p>Facility Services  Floor Mat Services <ul style="list-style-type: none"> <li>• WALK-OFF MATS</li> <li>• SCRAPER MATS</li> <li>• ANTI-FATIGUE MATS</li> <li>• "WET AREA" MATS</li> <li>• MESSAGE &amp; LOGO MATS</li> </ul> Floor Mop Services <ul style="list-style-type: none"> <li>• WET &amp; DRY FLOOR MOPS</li> <li>• MICROFIBER FLOOR MOPS</li> </ul> Wiper &amp; Towel Services <ul style="list-style-type: none"> <li>• SHOP TOWELS</li> <li>• MICROFIBER TOWELS</li> </ul> Restroom Services <ul style="list-style-type: none"> <li>• SOAPS &amp; HAND CARE</li> <li>• HEAVY-DUTY HAND CLEANERS</li> <li>• PAPER TOWELS &amp; SANITARY TISSUE</li> <li>• AIR FRESHENERS</li> <li>• SHAMPOO, SHOWER &amp; BATH</li> </ul> Hand Hygiene Services <ul style="list-style-type: none"> <li>• PURELL HAND SANITIZERS</li> <li>• MEDICAL SOAPS &amp; SURGICAL SCRUBS</li> </ul> Cleaning Solution Dispensing Services</p> <p>Safety &amp; PPE <ul style="list-style-type: none"> <li>• Safety Masks</li> <li>• Ear Plugs</li> <li>• Eyewash Stations</li> <li>• Flame Resistant Clothing</li> <li>• Industrial Safety Gloves</li> <li>• Hard Hats</li> <li>• High Visibility Clothing</li> <li>• Safety Glasses</li> </ul> </p>
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**Table 14B: Depth and Breadth of Offered Equipment Products and Services**

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments
73	Uniform apparel, uniform accessories, and footwear;	<input checked="" type="radio"/> Yes <input type="radio"/> No	Yes
74	Rental and leasing services incidental to the offering of the uniform apparel, uniform accessories, and footwear described in Line 73 above;	<input checked="" type="radio"/> Yes <input type="radio"/> No	Yes
75	Customization, personalization, alteration, fitting, and sizing services incidental to the offering of the uniform apparel, uniform accessories, and footwear described in Line 73 above;	<input checked="" type="radio"/> Yes <input type="radio"/> No	Yes
76	Laundry, cleaning, mending, and repair services incidental to the offering of the uniform apparel, uniform accessories, and footwear described in Line 73 above; and,	<input checked="" type="radio"/> Yes <input type="radio"/> No	Yes
77	Incidental offering of facility supplies and related services such as, floor mats, mops, cleaning supplies, first-aid supplies, and related items to the extent they are complementary to the offering of the uniform apparel, uniform accessories, and footwear described in Line 73 above.	<input checked="" type="radio"/> Yes <input type="radio"/> No	Yes

**Table 15: Exceptions to Terms, Conditions, or Specifications Form**

**Line Item 78. NOTICE:** To identify any exception, or to request any modification, to Sourcewell standard Contract terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) via redline in the Contract Template provided in the "Bid Documents" section. Proposer must upload the redline in the "Requested Exceptions" upload field. All exceptions and/or proposed modifications are subject to review and approval by Sourcewell and will not automatically be included in the Contract.

Do you have exceptions or modifications to propose?	Acknowledgement *
	<input checked="" type="radio"/> Yes <input type="radio"/> No

**Documents**

**Ensure your submission document(s) conforms to the following:**

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- [Pricing](#) - NATIONAL ACCOUNT PROPOSAL FOR Sourcewell 1.11.24.docx - Thursday January 11, 2024 08:29:52
- [Financial Strength and Stability](#) - 12. UniFirst Quarterly Report or the quarterly period ended November 25, 2023 .docx - Wednesday January 10, 2024 14:11:40
- [Marketing Plan/Samples](#) - Sourcewell sample welcome kit.pdf - Wednesday January 10, 2024 14:12:25
- [WMBE/MBE/SBE or Related Certificates](#) (optional)
- [Warranty Information](#) (optional)
- [Standard Transaction Document Samples](#) (optional)
- [Requested Exceptions](#) - Sourcewell RFP #011124 - Qualifying Comments - January 2024.docx - Wednesday January 10, 2024 14:10:27
- [Upload Additional Document](#) (optional)

## Addenda, Terms and Conditions

### PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcwell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcwell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcwell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcwell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
  1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
  2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
  3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - David Katz, Executive Vice President, Sales & Marketing, UniFirst Corporation

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

Yes  No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_4_Uniforms_with_Related_Products_and_Services_RFP_011124 Mon December 18 2023 03:08 PM	<input checked="" type="checkbox"/>	2
Addendum_3_Uniforms_with_Related_Products_and_Services_RFP_011124.pdf Thu December 14 2023 02:18 PM	<input checked="" type="checkbox"/>	3
Addendum_2_Uniforms_with_Related_Products_and_Services_RFP_011124 Tue December 12 2023 01:10 PM	<input checked="" type="checkbox"/>	1
Addendum_1_Uniforms_with_Related_Products_and_Services_RFP_011124 Mon November 20 2023 04:35 PM	<input checked="" type="checkbox"/>	2



## **AGENDA ITEM NO. 10.3**

**Services Agreement No. SC-1246 - Parking Equipment  
Maintenance with Access Technology Integration, Inc.**

AGENDA ITEM NO: 10.3  
MEETING DATE: July 14, 2025

ALBANY COUNTY AIRPORT AUTHORITY  
REQUEST FOR AUTHORIZATION

ACAA Approved  
07/14/2025

**DEPARTMENT:**        *Finance*

**Contact Person:**    *Margaret Herrmann, Acting Chief Financial Officer*

**PURPOSE OF REQUEST:**

*Services Agreement No. SC-1246 - Parking Equipment Maintenance with Access Technology Integration, Inc.*

**CONTRACT AMOUNT:**    \$136,992.66

**BUDGET INFORMATION:**

Anticipated in Current Budget: Yes  No  NA

Account Nos. 55015-30-0000 and 54030-30-0000

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

Federal         State         Airport  100%        NA

**JUSTIFICATION:**

*Request is made to approve this Services Agreement to provide the necessary maintenance and service for the parking systems. This is a sole source procurement as ATI is the vendor who installed the equipment. Term of the this agreement is one year with two additional one year options.*

*Review and approval of the Services Agreement for a comprehensive maintenance and service plan with Access Technology Integration, Inc. (ATI). ATI supplied the Parking Access Revenue Control System (PARCS) along with camera based parking guidance and count systems for both of the parking garages.*

*This contract covers:*

- *\$17,611.50 for twice a year preventative maintenance program of all the PARCS equipment such as ticket spitters, gate control, and exit pay stations as well as the pay stations in the terminal and garages.*

AGENDA ITEM NO: 10.3  
MEETING DATE: July 14, 2025

- \$50,000.00 for ATI support services for the PARCS equipment on an as needed basis.
- \$45,203.20 for twice a year preventative maintenance program for the Park Assist Hardware which includes camera and sensors, monument signs, wiring and the Find Your Car (FYC) kiosks.
- \$24,177.96 for Park Assist support services for the garage cameras and sensors.

**CHIEF EXECUTIVE OFFICER'S RECOMMENDATION:**

*Recommend approval.*

**PROCUREMENT DEPARTMENT APPROVAL:**

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

**BACK-UP MATERIAL:** *Services Agreement No. SC-1246*

**SERVICES AGREEMENT  
BETWEEN THE  
  
ALBANY COUNTY AIRPORT AUTHORITY  
AND  
ACCESS TECHNOLOGY INTEGRATION, INC.  
  
FOR THE  
PARKING EQUIPMENT MAINTENANCE  
AT THE ALBANY INTERNATIONAL AIRPORT  
  
CONTRACT NO. SC-1246**

THIS AGREEMENT is made and entered into effective the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between the **ALBANY COUNTY AIRPORT AUTHORITY** (the "Authority"), a body corporate and politic constituting a public benefit corporation established and existing pursuant to the Albany County Airport Authority Act enacted by Chapter 686 of the laws of 1993 and set forth in Title 32 of the New York Public Authorities Law, having offices at the Albany International Airport, 737 Albany Shaker Road, Main Terminal, 3<sup>rd</sup> Floor, Albany, NY, 12211 and Access Technology Integration, Inc., (the "Consultant"), a **New York Corporation** having its office and principal place of business at 461 Main Avenue, P.O. Box 233, Wynantskill, New York 12198.

**RECITALS**

1. The County of Albany (the "County") is the owner of the Albany International Airport (the "Airport"), located in the Town of Colonie, County of Albany, State of New York.
2. The County and the Authority have entered into an Airport Lease Agreement, effective as of May 16, 1996, for a term expiring December 31, 2049, whereby the AUTHORITY has the exclusive right to operate, maintain and improve the Airport and do anything else permitted by law, subject only to the restrictions and conditions stated in such Airport Lease Agreement and in accordance with applicable law.
3. The Consultant has heretofore submitted a proposal, dated May 1, 2025, for the project entitled Parking Equipment Maintenance.
4. The Authority has negotiated a scope of work with the Consultant as described herein.
5. This Agreement had been duly authorized by the Albany County Airport Authority by resolution adopted on July 14, 2025.

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

**ARTICLE I - SERVICES TO BE PERFORMED**

The Consultant shall perform the services hereinafter set forth under Article II, entitled "Scope of

Work” during the period from execution of this Agreement until completion of the work, as described in Article XIV, hereof.

## **ARTICLE II - SCOPE OF WORK**

The Authority agrees to and hereby does retain and employ the service of the Consultant because of its ability and reputation, and the Consultant agrees to perform such service of said project being particularly described in the Scope of Work, attached as SCHEDULE "A" hereto, and made a part hereof.

## **ARTICLE III – TERM**

This contract is for a term commencing on **May 1, 2025 ending on April 30, 2026**. The Authority reserves the option to renew for two (2) additional one (1) year renewals.

## **ARTICLE IV – FEES**

In consideration of the terms and obligations of this Agreement, the Authority agrees to pay and the Consultant agrees to accept as full compensation for all services rendered under this Agreement those costs for work actually performed in accordance with the "Fee Schedule" attached as SCHEDULE "B" hereto, and made a part hereof.

Consultant's fees in the aggregate shall not exceed \$136,992.66.

Payment of fees shall be made upon proper completion of a Claim Form by the Consultant. The Claim Form is set forth at the end of Schedule "B", Fee Schedule. Payment by the Authority to the Consultant shall be due and payable within thirty (30) days of receipt of a complete, accurate and acceptable Claim Form by the Authority. The Authority shall retain five percent (5%) of each payment until 100% completion of the work by Consultant. Upon completion of 100% of the work by the Consultant, and acceptance of such work by the Authority, the Consultant shall be entitled to any amounts retained by the Authority hereunder.

## **ARTICLE V - AVAILABLE DATA**

All technical or other data relative to the work in the possession of the Authority or in possession of the Consultant shall be made available to either party without expense.

## **ARTICLE VI - COOPERATION**

The Consultant shall cooperate with representatives, agents and employees of the Authority and the Authority shall cooperate with the Consultant to the end that work may proceed expeditiously and economically.

## **ARTICLE VII- EXTRA WORK**

If the Consultant is of the opinion that any work the Consultant has been directed to perform is beyond the scope of this Agreement and constitutes Extra Work, the Consultant shall promptly notify the Authority in writing of the fact. The Authority shall be the sole judge as to whether or not such work is in fact beyond the scope of this Agreement and whether or not it constitutes Extra Work. In the event that the Authority determines in writing that such work does constitute Extra Work, it shall provide extra compensation to the Consultant on a negotiated basis.

## **ARTICLE VIII - ACCOUNTING RECORDS**

Proper and full accounting records shall be maintained by the Consultant, which records shall clearly identify the costs of the work performed under this Agreement. Such records shall be subject to periodic and final audit by the Authority upon request. Such records shall be accessible to the Authority for a period of six (6) years following the date of final payment by the Authority to the Consultant for the performance of the work contemplated herein.

## **ARTICLE IX - ASSIGNMENTS**

The Consultant specifically agrees as required by Section 109 of the New York General Municipal Law that the Consultant is prohibited from assigning, transferring, conveying, sub-contracting, or otherwise disposing of this Agreement, or of Consultant's right, title or interest therein without the previous consent, in writing, of the Authority.

## **ARTICLE X - OWNERSHIP OF MATERIALS**

All rights, titles and ownership in and to all materials prepared under the provision of this Agreement shall be in the Authority including the right of republication.

## **ARTICLE XI - INDEPENDENT CONTRACTOR**

The Consultant, in accordance with its status as an independent contractor, covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, nor claim to be an agent, employee, or otherwise of the Authority by reason hereof, and that it will not, by reason hereof, make for itself, its representatives, or employees, any claim, demand or application to or for any right or privilege applicable to an agent, employee, or otherwise of the Authority, including, but not limited to Workman's Compensation coverage, Unemployment Insurance benefits, Social Security coverage, or Retirement membership or credit.

## **ARTICLE XII - INDEMNIFICATION**

The Consultant shall indemnify and save harmless the Authority, its employees and agents, including the County of Albany, the Federal Aviation Administration, the State of New York and Avports ALB, LLC, from and against all claims, damages, losses and expenses (including, without limitation, reasonable attorney's fees) arising out of, or in consequence of, any negligent act or omission or intentional act of the Consultant, to the extent of their responsibility for such claims, damages, losses and expenses and to the fullest extent as possible by law.

## **ARTICLE XIII - INSURANCE**

The CONSULTANT shall procure and maintain at its own expense and without direct expense to the AUTHORITY until final acceptance by the AUTHORITY of the services covered by this Agreement, insurance policies of the kinds and the amounts hereafter provided, issued by insurance companies **licensed** by New York State and having an **A.M. Best rating of "A" or better**, covering all operations under this Agreement, whether performed by the CONSULTANT or by sub-contractors. Before commencing the work, the CONSULTANT shall furnish the AUTHORITY a certificate or certificates, in a form satisfactory to the AUTHORITY, showing that it has complied with these requirements, which certificate or certificates shall provide that the policies shall be automatically renewed and not be

materially changed or canceled until thirty (30) days' written notice has been mailed to the AUTHORITY. Certificates which contain a provision or reservation in the cancellation clause that the issuing company will "endeavor to" mail thirty (30) days' notice to the certificate holder, "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives," or similar conditional notice of cancellation provisions, will not be accepted by the AUTHORITY.

- (a) The kinds and amounts of insurance required are as follows: (CONSULTANT'S sub-contractors and subconsultants shall procure and maintain the same insurance as applicable.)

1. Workers' Compensation and Employers Liability Insurance: A policy or policies providing protection for Employees of the CONSULTANT or subcontractor in the event of job-related injuries as required by law.

Coverage A:	Statutory		
Coverage B:	Bodily Injury by Accident	\$1,000,000	each accident
	Bodily Injury by Disease	\$1,000,000	policy limit
	Bodily Injury by Disease	\$1,000,000	each employee

2. Automobile Liability Policies including coverage for any owned automobile(s), hired automobile(s) and non-owned automobile(s), shall be furnished with limits of not less than:

Liability For Bodily Injury & Property Damage Combined Single Limit	\$5,000,000
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3. General Liability Insurance: Commercial General Liability (Occurrence Form) including contractual, personal injury, premises/products and completed operations liability, explosion, collapse and underground and broad form property damage and shall cover all operations and shall be furnished with limits of not less than:

Liability For Bodily Injury & Property Damage Combined Single Limit	\$5,000,000
--	-------------

The general liability insurance required must include contractual liability insurance applicable to CONSULTANT'S obligations under this Agreement. Provide a list of all endorsed exclusions, if any. CONSULTANT shall maintain products/completed operations coverage for the duration of this Agreement and for a minimum of three years after completion of all services covered by this Agreement

The above specified limits may be met through either primary or excess coverage policies, provided that any excess coverage is written on a following form basis and it is at least as broad as the underlying policies and that any deductible or retention amount does not exceed \$25,000 or 10% (in total), whichever is less, of the required liability limits. The AUTHORITY may accept policies with coverage, exclusions or liability limits different than those specified above when such policies, in the sole judgment of the AUTHORITY, will provide satisfactory protection to the AUTHORITY.

The policies specified above, Workers' Compensation and Disability Benefits, shall be endorsed to include the **ALBANY COUNTY AIRPORT AUTHORITY AND ITS AGENTS, AVPORTS ALB, LLC THE COUNTY OF ALBANY, THE FEDERAL AVIATION ADMINISTRATION, and THE STATE OF NEW YORK**, and any other substituted or additional agents the AUTHORITY may hire, as additional insureds, as respects services performed by the CONSULTANT and all policies shall include a provision restricting the right of the insurer to cancel or materially change such coverage except upon thirty days' written notice to AUTHORITY. Certificates evidencing the coverage of the additional insureds a copy of the General Liability declarations page and a copy of the policy endorsement that adds the requested entities as Additional Insureds, or that section of the General Liability policy that provides for automatic coverage for Additional Insureds when it is required under the terms of a written contract shall be delivered to AUTHORITY prior to performing any services under this Agreement.

- (b) The policy or policies covering the obligations of the CONSULTANT, set forth in subparagraph (a)(1) above, shall be in accordance with the provisions of any applicable Workers' Compensation or Disability Benefits Law, including for the State of New York, Chapter 41, Laws of 1914, as amended, known as the Workers' Compensation Law, and amendments thereto, and Chapter 600 of the Laws of 1949, as amended, known as the Disability Benefits Law. This Agreement shall be void and of no effect unless the CONSULTANT procures such policy or policies and maintains the same in force during the term of this Agreement.
- (c) If AUTHORITY has any objection to the coverage afforded by or other provisions of the insurance required to be purchased and maintained by CONSULTANT in accordance with paragraph (a) on the basis of its not complying with this Agreement, the AUTHORITY will notify CONSULTANT in writing thereof within thirty (30) days of the date of delivery of such certificates to the AUTHORITY. CONSULTANT will provide such additional information in respect of insurance provided by CONSULTANT as the AUTHORITY may reasonably request. Failure of AUTHORITY to give any such notice of objection within the time provided shall constitute acceptance of such insurance as carried by the CONSULTANT as complying with this Agreement.

#### **ARTICLE XIV - TERMINATION OF CONTRACT**

The Parties agree that the service set forth under Article II - "Scope of Work" of this Agreement shall commence upon execution of the Agreement and will continue in effect until completed.

The Authority shall have the right at any time to terminate this Agreement without cause, provided that thirty (30) days' written notice of such termination is given in advance by the party terminating the contract. In the event this Agreement is terminated, the Consultant shall be entitled to full compensation, as allowed for herein, for all work previously authorized and performed pursuant to this Agreement. This Agreement can be terminated on twenty four (24) hours written notice or termination for cause and compensation to Consultant will be on quantum merit less any back charges or damages sustained or to be sustained by the Authority.

#### **Suspension or Termination of Performance**

(A) Authority may at any time, and for any reason, direct architect to stop consultant's services under this agreement for a period of time. This direction must be in writing and must specify the period during which the services are to be stopped. Consultant shall resume services on the date specified in the

direction, or on any other date owner subsequently specifies in writing. The period during which services are stopped is deemed to be added to the time fixed for performance. Stoppage of services under this Section shall not give rise to any claim against owner.

(B) In the event that:

- (a) For any reason or through any cause, consultant fails to complete performance within the time fixed for performance under this agreement;
- (b) Grounds for cancellation of the agreement under this section arise;
- (c) Consultant otherwise defaults under this agreement;
- (d) Authority gives consultant written notice that in its opinion, the conduct of consultant is such that the interests of owner are likely to be impaired or prejudiced, stating the facts on which the opinion is based; then authority may, on written notice to consultant, immediately terminate this agreement for cause.

(C) Nothing in this Section is to be construed to relieve consultant from any liability and/or damages sustained by authority as a result of any breach by consultant of this agreement, and payment by authority to consultant of any monies pursuant to this section does not bar owner from any and all remedies it may otherwise have against consultant for any failure of consultant to perform its services in accordance with this agreement.

(D) Authority is not required to pay consultant under this section until consultant has satisfactorily completed the services required to be performed to the agreed point of suspension of termination.

(E) Payment by owner to consultant of any monies pursuant to this Section does not bar owner from any and all remedies it may otherwise have against consultant for any failure of consultant to perform its services in accordance with this agreement.

#### **ARTICLE XV - DELIVERY OF RECORDS**

In the event of the termination of this Agreement, as provided in ARTICLE XIV, hereof, all data and records pertaining to the Agreement shall be delivered within twenty (20) days to the Authority or its duly authorized representative. In case of failure of the Consultant to make such delivery on demand, then and in that event, the Consultant shall be liable to the Authority for any damages it may sustain by reason thereof.

#### **ARTICLE XVI - DISSOLUTION**

In the event of dissolution of the Consultant during the existence of this Agreement, the Consultant shall give thirty (30) days' notice in writing to the Authority in advance of such dissolution.

#### **ARTICLE XVII - LICENSES**

The Consultant shall at all times obtain and maintain all licenses required by New York State to perform the services required under this Agreement.

#### **ARTICLE XVIII - NON-DISCRIMINATION REQUIREMENT**

In accordance with Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal Statutory and constitutional non-discrimination provisions, the Consultant agrees that it shall not, by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any person who is qualified and available to perform the work; or (b)

discriminate against or intimidate any employee hired for the performance of work under this Agreement.

**ARTICLE XIX - NON-APPROPRIATIONS CLAUSE**

Notwithstanding anything contained herein to the contrary, no default shall be deemed to occur in the event no funds or insufficient funds are appropriated and budgeted by or are otherwise unavailable to the Authority for payment, the Authority will immediately notify the Consultant of such occurrence and this Agreement shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to the Authority of any kind whatsoever, except as to those portions herein agreed upon for which funds shall have been appropriated and budgeted.

**ARTICLE XX - APPLICABLE LAW**

This Agreement shall be construed for all purposes under the laws of the State of New York. Any litigation pursuant to this Agreement shall be in the Supreme Court of the State of New York in the County of Albany.

**ARTICLE XXI –STATE AND FEDERAL CONTRACT PROVISIONS**

Contractor shall comply with those New York State and Federal Requirements set forth in Appendices A and B, attached hereto and made a part hereof.

Federal laws and regulations prescribe that certain provisions be included in certain contracts. The provisions set forth in Appendix B are attached hereto and made a part hereof.

**ARTICLE XXII - NOTICE**

All notices and documents required to be given or made by the Consultant pursuant to this Agreement shall be given or made to:

Albany County Airport Authority  
Chief Executive Officer  
Albany International Airport  
737 Albany Shaker Road  
Main Terminal, 3<sup>rd</sup> Floor  
Albany, NY 12211

All notices and documents to be given or made by the Authority pursuant to this Agreement shall be given or made to:

Access Technology Integrations, Inc.  
461 Main Avenue  
P.O. Box 233  
Wynantskill, New York 12198

**ARTICLE XXIII - INVALID PROVISIONS**

It is further expressly understood and agreed by and between the parties hereto that in the event any covenant, condition or provision herein contained is held to be invalid by any court or competent jurisdiction, the invalidity of such covenant, condition or provision shall in no way affect any other covenant, condition or provision herein contained; provided, however, that the invalidity of any such

covenant, condition or provision does not materially prejudice either Authority or Consultant in their respective rights and obligations contained in the valid covenants, conditions or provisions in this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed by the Authority, acting by and through the Chairman of the Authority, and the Consultant, by and through a duly authorized officer has executed this Agreement effective the day and year first above written. The Authority and Consultant agree to delivery by facsimile or by electronic transmission in portable document format (PDF) of an executed original of this Agreement is as effective as delivery of an originally executed Agreement.

ALBANY COUNTY AIRPORT AUTHORITY

BY: \_\_\_\_\_  
Samuel A. Fresina  
Chairman  
Or  
Peter F. Stuto, Esq.  
Chief Executive Officer

ACCESS TECHNOLOGY INTEGRATION, INC.

BY: \_\_\_\_\_  
NAME:  
TITLE:

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

On the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me personally appeared SAMUEL A. FRESINA, to me known, to be the person who executed the above instrument, who, being duly sworn, did depose and say that he resides in the County of Albany, that he is the Chairman of the Albany County Airport Authority, the public benefit corporation described in, and which executed the foregoing instrument in the name of the Albany County Airport Authority pursuant to a resolution adopted by the Albany County Airport Authority on July 14, 2025; and that he signed his name thereto by like authorization.

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

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

On the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me personally appeared PETER F. STUTO, ESQ., to me known, to be the person who executed the above instrument, who, being duly sworn, did depose and say that he resides in the County of Albany, that he is the Chief Executive Officer of the Albany County Airport Authority, the public benefit corporation described in, and which executed the foregoing instrument in the name of the Albany County Airport Authority pursuant to a resolution adopted by the Albany County Airport Authority on July 14, 2025; and that he signed his name thereto by like authorization.

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

---

STATE OF                                )  
  ) ss.:  
COUNTY OF                            )

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

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

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

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally came \_\_\_\_\_  
\_\_\_\_\_, to me known, who, being duly sworn, did depose and say that he resides  
in \_\_\_\_\_ County, that he is a \_\_\_\_\_ of \_\_\_\_\_ the  
partnership described in, and which executed the within instrument.

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

**SCHEDULE "A"**

**SCOPE OF WORK**



NYS CERTIFIED WOMEN OWNED BUSINESS (WBE)

Po Box 233  
Wynantskill, NY 12198  
Phone: 518-237-8510  
Fax :518-237-8606  
www.ati-accessstech.com

**Appendix A  
Pay-for-Service**

Pay-for-Service (PFS) – Services provided under this program are requested by the customer at the time of incident and billed at the then current billable rate. ATI will furnish a qualified technician as schedule permits. ATI shall not be liable for damage to persons, property or business earnings, goodwill or other financial loss which may be caused directly or indirectly by the inadequacy of the software and/or equipment for any particular purpose or use thereof or by defect of deficiency therein.

No action, regardless of form, arising out of any transaction under this agreement, may be brought by either party more than one year after the injured party has knowledge of the occurrences, which gives rise to the cause of such action.

For service related support please contact our office at (518) 237-8510 or email ATI at [Support@atiaccesscontrol.com](mailto:Support@atiaccesscontrol.com). All service related calls will be invoiced at the following rate structure:

**Regular Business Hours - Monday through Friday 8:00am to 5:00pm**

**Standard Rate**

- \$184.00 - includes travel and first hour of labor on site
- \$82.00 - each additional hour on site
- \$132.00 - phone support per hour

**Prevailing Wage Rate**

- \$214.00 - includes travel and first hour of labor on site
- \$107.00 - each additional hour on site
- \$152.00 -phone support per hour

**Non Business Hours and Holidays**

**Standard Rate**

- \$368.00 - includes travel and first hour of labor on site
- \$164.00 - each additional hour on site
- \$264.00 - phone support per hour

**Prevailing Wage Rate**

- \$428.00 - includes travel and first hour of labor on site
- \$214.00 - each additional hour on site
- \$304.00 -phone support per hour

Note: Emergency related service requests are subject to technician availability and sole discretion of ATI.

Accepted	By:	Date:
PRC#, if applicable		

**Appendix B  
 Pares Preventive Maintenance**

Preventive Maintenance (PM) – ATI will perform inspections, make assessments, clean, adjust and lubricate components and provide recommendations two (2) times per year to maximize equipment uptime. A full list of Preventive Maintenance Equipment is detailed in Appendix D. The chart below is a list of work performed during the PM visit. ATI shall not be liable for damage to persons, property or business earnings, goodwill or other financial loss which may be caused directly or indirectly by the inadequacy of the software and/or equipment for any particular purpose or use thereof or by defect of deficiency therein.

No action, regardless of form, arising out of any transaction under this agreement, may be brought by either party more than one year after the injured party has knowledge of the occurrences, which gives rise to the cause of such action.

Annually Billed Cost: \$17,611.50

Description	Entry Device	Exit Device	Pay Station	Central Pay
Air Clean Machine	✓	✓	✓	✓
Visually Inspect Core Components	✓	✓	✓	✓
REPM - Clean Sensors - Clean Print Head - Clean Rollers - Clean Roller Bearings - Clean ticket path - Check vault mechanism - Clean DTF Sensors - Check DTF Ticket Track - Check REPM Plastic Gears - Check all connections - Check the drive belts - Clean DTF cutter - Check Pulleys and Shafis - Check the ESD brush - Clean the 2D imager - Test Functionality	✓	✓	✓	✓
Replace IO100 battery yearly	✓	✓	✓	✓
Display; Clean & Confirm lighting	✓	✓	✓	✓
Clean Printer & check functionality	✓	✓	✓	✓

Bill Acceptor - Clean Sensors - Clean Rollers			✓	
Bill Recycler - Clean Sensors - Clean Rollers			✓	

Description	Direct Drive Gate	Belt Driven Gate
Inspect / Adjust Arm Bracket	✓	
Torque Arm Bracket	✓	
Pillow Block Bearings	✓	✓
Loop Detectors	✓	✓
Test Battery Backup	✓	
Check Hood Latches	✓	✓
Clean Gate	✓	✓
Inspect Limit Switches / Position Magnet	✓	✓
Inspect shear pin, gear reducer and spring tension		✓
Inspect belts and adjust to proper tension		✓
Test Safety functionality	✓	✓

Description	SharpV LPR Cameras
Clean Lenses	✓
Check Stanchions	✓
Check all cable connections	✓
Check Focus & angle	✓
Check connectivity	✓



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Wynantskill, NY 12198  
Phone: 518-237-8510  
Fax :518-237-8606  
[www.ati-accesstech.com](http://www.ati-accesstech.com)

NYS CERTIFIED WOMEN OWNED BUSINESS (WBE)

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Accepted	By:	Date:
Declined	By:	Date:
PRC#, if applicable		

**Appendix C  
 Parking Equipment Listing**

**North Garage**

Description	Quantity
OPUS Entry Station	10
OPUS Exit Station	5
OPUS Direct Drive Barrier Gate	21
AMG Barrier Gate	1
IO100	7

**South Garage**

Description	Quantity
OPUS Entry Station	4
OPUS Exit Station	3
OPUS Direct Drive Barrier Gate	8
IO100	3

**D Lot**

Description	Quantity
OPUS Entry Station	1
OPUS Exit Station	1
OPUS Direct Drive Barrier Gate	3
IO100	1

**Heritage Lot**

Description	Quantity
AMG Barrier Gate	2
IO100	2



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**Economy Lot**

Description	Quantity
OPUS Entry Station	3
OPUS Exit Station	4
OPUS Direct Drive Barrier Gate	7
AMG Barrier Gate	2
IO100	2

**Walk up Units**

Description	Quantity
OPUS Pay Stations	5
OPUS Central Pay	4

Accepted	By:	Date:
Declined	By:	Date:
PRC#, if applicable		

**Appendix D  
 TKH Security Hardware Maintenance**

TKH Security Hardware Preventive Maintenance (PM) – ATI will perform inspections, make assessments, clean, adjust cameras and provide recommendations two (2) times per year to maximize equipment uptime. A full list of TKH Security Hardware Preventive Maintenance Equipment is detailed in Appendix E. The chart below is a list of work performed during the PM visit.

ATI shall not be liable for damage to persons, property or business earnings, goodwill or other financial loss which may be caused directly or indirectly by the inadequacy of the software and/or equipment for any particular purpose or use thereof or by defect of deficiency therein.

No action, regardless of form, arising out of any transaction under this agreement, may be brought by either party more than one year after the injured party has knowledge of the occurrences, which gives rise to the cause of such action.

As a prerequisite Customer must maintain a TKH Security Maintenance & Service Plan to ATI (Appendix F) . As it relates specifically to the TKH Security product, the Customer understands and agrees TKH Security shall provide services in support of the Agreement.

ATI will provide the TKH Security reports to the customer. All requests for service outside of the TKH Security Hardware Preventive Maintenance will be invoiced at the Pay-for-Service (PFS) detailed in Appendix A.

Annually Billed Cost: \$ 45,203.20

Description	M4-100 Sensor	M4-200 Sensor	LPR Cams	Floor Cabinets	130mm Sign	200m Sign	Kiosk	Track
Clean sensor camera lenses (per TKH Security report)	✓	✓	✓					
Re-aim sensor camera(s) (per TKH Security report)	✓	✓	✓					
Replace failed sensors (per TKH Security report)	✓	✓	✓					
Visual inspection of sensor indicator functionality	✓	✓	✓					
Inspect and confirm correct peripheral system function	✓	✓	✓		✓	✓		
Inspect internal aisle signs/wiring, confirm normal function					✓	✓		
Inspect external and monument			✓		✓	✓		



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NYS CERTIFIED WOMEN OWNED BUSINESS (WBE)

signs/wiring, confirm normal function								
Inspect channel/hangers/threaded rod							✓	✓
Inspect channel junctions and replace/install where necessary (damaged equipment not included)							✓	✓
Inspect channel end caps and replace/install where necessary (damaged equipment not included)								✓
Inspect and clean-up/tuck loose sensor wiring								✓
Install channel cable clips where necessary (damaged equipment not included)								✓
Inspect/Cleanup/Dust out			✓	✓				
Inspect and confirm FYC Kiosk normal function (where applicable)							✓	
Document and report all damaged equipment	✓	✓	✓	✓	✓	✓	✓	✓

Accepted	By:	Date:
PRC#, if applicable		



NYS CERTIFIED WOMEN OWNED BUSINESS (WBE)

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Fax :518-237-8606  
www.ati-accessstech.com

Appendix E  
TKH Security Hardware Equipment Listing

Description	Quantity
M4/M5-100	162
M4/M5-200	520
Signs - 130mm	87
Signs - 200mm	18
Floor Cabinets	7
LPR/Loop Cabinet	2
Kiosk	2
LPR cams	4

Accepted	By:	Date:
PRC#, if applicable		



NYS CERTIFIED WOMEN OWNED BUSINESS (WBE)

Po Box 233  
Wynantskill, NY 12198  
Phone: 518-237-8510  
Fax :518-237-8606  
www.ati-accessstech.com

**Appendix F**  
**TKH Security Maintenance and Service Plan to ATI**

1. See attached TKH Security Maintenance Service Agreement to ATI.

Annually Billed Cost: \$24,177.96

Accepted	By:	Date:
PRC#, if applicable		

**SCHEDULE "B"**

**FEE SCHEDULE**  
**(with Claim Form, attached)**



NYS CERTIFIED WOMEN OWNED BUSINESS (WBE)

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Po Box 233  
Wynantskill, NY 12198  
Phone: 518-237-8510  
Fax :518-237-8606  
www.ati-accessstech.com

**Appendix G**  
**Contract Annual Costs**

Description	Annual Costs	Signature
Appendix A - Pay-for-Service	See Appendix	
Appendix B - Preventive Maintenance	\$17,611.50	
Appendix C- TKH Security Hardware Maintenance	\$45,203.20	
Appendix F - TKH Security Maintenance and Service Plan to ATI	\$24,177.96	

# CLAIM FORM

<b>TAX EXEMPT</b> TAX ID NO. 14-1768979		<b>LEAVE THESE SPACES BLANK</b>	
SOLD TO: <b>ALBANY COUNTY AIRPORT AUTHORITY</b>		RECEIVED FOR AUDIT	AMOUNT
CLAIMANT _____		ORDER	EXTENSIONS
ADDRESS _____		CLAIM APPROVED THIS DATE	AMOUNT
OFFICE OR DEPARTMENT _____		SIGNED:	AUDITOR
CODE _____	DATE PAID:	CHECK NO.	
<b>P.O. NO.</b>	<b>QUANTITY</b>	<b>DESCRIPTION OF ITEMS OR WORK PERFORMED</b>	<b>UNIT PRICE</b>
		<i>LIST INVOICE OR SALES SLIP NUMBERS IF AVAILABLE</i>	<b>AMOUNT</b>
		<b>TOTAL \$</b>	

*Claims must be rendered in DUPLICATE to head of department for which services or materials are furnished.*

### CERTIFICATE OF CLAIMANT

I, \_\_\_\_\_ do hereby certify  
 (Print or type name of person certifying, whether claimant, member of firm or officer of corporation)  
 that I am

\_\_\_\_\_(if individual, leave blank, if partner, write "a member of the firm [naming the firm]"; if corporation, title of officer and name of corporation) and that this claim is true and correct and that the amount claimed is due, owing and unpaid; that the services were actually rendered, the disbursements actually and necessarily made or the supplies or equipment actually delivered and that the consideration has passed to the Albany County Airport Authority as stated herein; that no Federal or State taxes for which the Authority is exempt are included in the purchase price. Certified True and Correct.

NOTICE TO INDIVIDUAL CLAIMANTS	
If this claim is being submitted for payment to an individual for services rendered or for any reason other than reimbursement of expenses incurred on Authority business, you must supply your Fed. Tax ID No. or your Social Security No. in the space provided.	
Federal Tax Identification No. or Social Security No.	

\_\_\_\_\_  
CLAIMANT

\_\_\_\_\_  
BY

Dated....., 20.....

#### CERTIFICATE OF APPROVAL BY DEPARTMENT HEAD OR OFFICER THROUGH WHOM CLAIM ORIGINATED

I hereby certify that the services enumerated in this claim were actually rendered by the persons named; the disbursements made; or the supplies or equipment were actually delivered, accepted, counted and inspected by me and are satisfactory and of the quantity and quality specified in such claim; that the contract price has been earned; that the services, disbursements, supplies or equipment were necessary and have been, or will be applied to the use of this department.

Dated....., 20.....

\_\_\_\_\_  
HEAD OF DEPARTMENT

CLAIM NO. \_\_\_\_\_

**SCHEDULE "C"**  
**INSURANCE CERTIFICATE(S)**

**APPENDIX A**

**STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS**

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

January 2014

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**STANDARD CLAUSES FOR NYS CONTRACTS**

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

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

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

**3. COMPTROLLER'S APPROVAL.** In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$85,000 (State Finance Law Section 163.6-a). However, such pre-approval shall not be required for any contract established as a centralized contract through the Office of General Services or for a purchase order or other transaction issued under such centralized contract.

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

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

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

**6. WAGE AND HOURS PROVISIONS.** If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of

any State approved sums due and owing for work done upon the project.

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

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

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

**10. RECORDS.** The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this

contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

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

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

**12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.** In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00,

whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

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

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

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

Contractor will include the provisions of "a", "b", and "c" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment

opportunity which effectuates the purpose of this section. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

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

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

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

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

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

**18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.** The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

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

**19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES.**

In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

**20. OMNIBUS PROCUREMENT ACT OF 1992.** It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

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

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

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

NYS Department of Economic Development  
Division of Minority and Women's Business Development  
633 Third Avenue  
New York, NY 10017  
212-803-2414  
email: [mwbecertification@esd.ny.gov](mailto:mwbecertification@esd.ny.gov)  
<https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp>

The Omnibus Procurement Act of 1992 requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

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

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

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

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

**21. RECIPROCITY AND SANCTIONS PROVISIONS.**

Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 15, 2002, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii. Contact NYS Department of Economic Development for a current list of jurisdictions subject to this provision.

**22. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT.**

Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

**23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW.**

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

the contract, the Department of Civil Service and the State Comptroller.

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

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

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

**26. IRAN DIVESTMENT ACT.** By entering into this Agreement, Contractor certifies in accordance with State Finance Law §165-a that it is not on the "Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012" ("Prohibited Entities List") posted at:

<http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf>

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

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

limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

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

**APPENDIX B**  
**REQUIREMENTS FOR FEDERALLY-AIDED TRANSPORTATION PROJECTS**  
*(June 2016)*

There is a substantial body of requirements attached to the use of Federal highway or transportation aid. These requirements create or overlay processes, procedures, documentation requirements, authorizations, approvals and certifications that may be substantially greater or different from those that are not funded with Federal-aid and proceed under applicable State and local laws, customs and practices. Under Title 23 of the United States Code, the New York State Department of Transportation (NYSDOT) is responsible for the administration of transportation projects in New York State to which NYSDOT provides Federal highway or transportation-related aid. Through this Agreement, which provides or is associated with such funding, NYSDOT delegates various elements of project and funding administration as described elsewhere in this Agreement. In undertaking a Federally aided project, the Municipality/Sponsor, Authority or Project Manager designated under this Agreement with Federal-aid funding or project administration agrees to proceed in compliance with all the applicable Federal-aid requirements.

NYSDOT, in cooperation with FHWA, has assembled the body of Federal-aid requirements, procedures and practices in its Procedures for Locally Administered Federal-Aid Projects Manual (available through NYSDOT's web site at: <http://www.dot.ny.gov/plafap>). In addition, the Municipality/Sponsor, Authority or Project Manager designated under this Agreement for Federal-aid funding or project administration that enters into Federally aided project construction contracts is required to physically incorporate into all its Federally aided construction contracts and subcontracts there under the provisions that are contained in Form FHWA-1273 (available from NYSDOT or electronically at: <http://www.fhwa.dot.gov/programadmin/contracts/1273.htm>).

In addition to the referenced requirements, the attention of Municipality/Sponsor hereunder is directed to the following requirements and information:

**NON DISCRIMINATION/EEO/DBE REQUIREMENTS**

The Municipality/Sponsor and its contractors agree to comply with Executive Order 11246, entitled "Equal Employment Opportunity" and United States Department of Transportation (USDOT) regulations (49 CFR Parts 21, 23, 25, 26 and 27) and the following:

1. **NON DISCRIMINATION**. No person shall, on the ground of race, color, creed, national origin, sex, age or handicap, be excluded from participation in, or denied the benefits of, or be subject to, discrimination under the Project funded through this Agreement.
2. **EQUAL EMPLOYMENT OPPORTUNITY**. In connection with the execution of this Agreement, the Municipality/Sponsors contractors or subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, age, color, sex or national origin. Such contractors shall take affirmative actions to ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, national origin or age. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

3. **DISADVANTAGED BUSINESS ENTERPRISES**. In connection with the performance of this Agreement, the Municipality/Sponsor shall cause its contractors to cooperate with the State in meeting its commitments and goals with regard to the utilization of Disadvantaged Business Enterprises (DBEs) and will use its best efforts to ensure that DBEs will have opportunity to compete for subcontract work under this Agreement. Also, in this connection the Municipality or Municipality/Sponsor shall cause its contractors to undertake such actions as may be necessary to comply with 49 CFR Part 26.

As a sub-recipient under 49 CFR Part 26.13, the Municipality/Sponsor hereby makes the following assurance.

The Municipality/Sponsor shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any United States Department of Transportation (USDOT)-assisted contract or in the administration of its Disadvantaged Business Enterprise (DBE) program or the requirements of 49 CFR Part 26. The Municipality/Sponsor shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of the United States Department of Transportation-assisted contracts. The New York State Department of Transportation's DBE program, as required by 49 CFR Part 26 and as approved by the United States Department of Transportation, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the USDOT may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

### **FEDERAL SINGLE AUDIT REQUIREMENTS**

Non-Federal entities that expend \$750,000 or more in a year in Federal awards from all sources are required to comply with the Federal Single Audit Act provisions contained in U.S. Office of Management and Budget (OMB) Circular No. A-133, Audits of States, Local Governments, and Non-Profit Organizations. Non-Federal entities that expend Federal awards from a single source may provide a program specific audit, as defined in the Circular. Non-Federal entities that expend less than the amount above in a year in Federal awards from all sources are exempt from Federal audit requirements for that year, except as noted in Sec. 215 (a) of OMB Circular A-133 Subpart B--Audits, records must be available for review or audit by appropriate officials of the cognizant Federal agency<sup>1</sup> the New York State Department of Transportation, the New York State Comptrollers Office and the U.S. Governmental Accountability Office (GAO).

Non-Federal entities are required to submit a copy of all audits, as described above, within 30 days of issuance of audit report, but no later than 9 months after the end of the entity's fiscal year, to the New York State Department of Transportation, Contract Audit Bureau, 50 Wolf Road, Albany, NY 12232. Unless a time extension has been granted by the cognizant Federal Agency and has been filed with the New York State Department of Transportation's Contract Audit Bureau, failure to comply with the requirements of OMB Circular A-133 may result in suspension or termination of Federal award payments.

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<sup>1</sup>The designated cognizant agency for audit shall be the federal awarding agency that provides the predominant amount of direct funding to a recipient unless OMB changes it.

## **THE CATALOG OF FEDERAL DOMESTIC ASSISTANCE**

The Catalog of Federal Domestic Assistance (CFDA<sup>2</sup>), is an on-line database of all Federally-aided programs available to State and local governments (including the District of Columbia); Federally recognized Indian tribal governments; Territories (and possessions) of the United States; domestic public, quasi-public, and private profit and nonprofit organizations and institutions; specialized groups; and individuals.

## **THE CFDA IDENTIFICATION NUMBER**

OMB Circular A-133 requires all Federal-aid recipients to identify and account for awards and expenditures by CFDA Number. The Municipality/Sponsor is required to identify in its accounts all Federal awards received and expended, and the Federal programs under which they were received. Federal program and award identification shall include, as applicable, the CFDA title and number, award number and year, name of the Federal agency, and name of the pass-through entity.

**The most commonly used CFDA number for the Federal Aid Highway Planning and Construction program is 20.205.**

**Additional CFDA numbers for other transportation and non-transportation related programs are:**

- 20.215 Highway Training and Education**
- 20.219 Recreational Trails Program**
- 20.XXX Highway Planning and Construction - Highways for LIFE;**
- 20.XXX Surface Transportation Research and Development;**
- 20.500 Federal Transit-Capital Investment Grants**
- 20.505 Federal Transit-Metropolitan Planning Grants**
- 20.507 Federal Transit-Formula Grants**
- 20.509 Formula Grants for Other Than Urbanized Areas**
- 20.600 State and Community Highway Safety**
- 23.003 Appalachian Development Highway System**
- 23.008 Appalachian Local Access Roads,**

## **PROMPT PAYMENT MECHANISMS**

In accordance with 49 CFR 26.29, and NY State Finance Law 139-f or NY General Municipal Law 106-b(2) as applicable:

**(a)** You must establish, as part of your DBE program, a contract clause to require prime contractors to pay subcontractors for satisfactory performance of their contracts no later than 7 calendar days from receipt of each payment you make to the prime contractor.

**(b)** You must ensure prompt and full payment of retainage from the prime contractor to the subcontractor within 7 calendar days after the subcontractor's work is satisfactorily completed. You must use one of the following methods to comply with this requirement:

**(1)** You may decline to hold retainage from prime contractors and prohibit prime contractors from holding retainage from subcontractors.

**(2)** You may decline to hold retainage from prime contractors and require a contract clause obligating prime contractors to make prompt and full payment of any retainage kept by

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<sup>2</sup> <http://www.cfda.gov/>

prime contractor to the subcontractor within 7 calendar days after the subcontractor's work is satisfactorily completed.

(3) You may hold retainage from prime contractors and provide for prompt and regular incremental acceptances of portions of the prime contract, pay retainage to prime contractors based on these acceptances, and require a contract clause obligating the prime contractor to pay all retainage owed to the subcontractor for satisfactory completion of the accepted work within 7 calendar days after your payment to the prime contractor.

(c) For purposes of this section, a subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented as required by the recipient. When a recipient has made an incremental acceptance of a portion of a prime contract, the work of a subcontractor covered by that acceptance is deemed to be satisfactorily completed.

(d) Your DBE program must provide appropriate means to enforce the requirements of this section. These means may include appropriate penalties for failure to comply, the terms and conditions of which you set. Your program may also provide that any delay or postponement of payment among the parties may take place only for good cause, with your prior written approval.

(e) You may also establish, as part of your DBE program, any of the following additional mechanisms to ensure prompt payment:

(1) A contract clause that requires prime contractors to include in their subcontracts language providing that prime contractors and subcontractors will use appropriate alternative dispute resolution mechanisms to resolve payment disputes. You may specify the nature of such mechanisms.

(2) A contract clause providing that the prime contractor will not be reimbursed for work performed by subcontractors unless and until the prime contractor ensures that the subcontractors are promptly paid for the work they have performed.

(3) Other mechanisms, consistent with this part and applicable state and local law, to ensure that DBEs and other contractors are fully and promptly paid.

### **CARGO PREFERENCE ACT REQUIREMENTS – U.S. FLAG VESSELS**

In accordance with 46 CFR 381, the contractor agrees:

(a) To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.

(b) To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b) (1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.

(c) To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract.

### **CERTIFICATION OF OFFERER/BIDDER REGARDING DEBARMENT**

Contractor/Consultant, by entering into this agreement, certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

## **CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT**

The Contractor/Consultant, by administering each lower tier subcontract that exceeds \$25,000 as a "covered transaction", must verify each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: <http://www.sam.gov>.
2. Collecting a certification statement similar to the Certification of Offerer/Bidder Regarding Debarment, above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract.

If the Federal Aviation Administration later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

## **AGENDA ITEM NO. 10.4**

**Approve agreements with subsidiaries of NexAmp to provide community solar credits resulting in a 10% savings in energy costs.**

AGENDA ITEM NO: 10.4  
MEETING DATE: July 14, 2025

ALBANY COUNTY AIRPORT AUTHORITY  
REQUEST FOR AUTHORIZATION

ACAA Approved  
07/14/2025

**DEPARTMENT:**        *Finance*

    Contact Person:    *Margaret Herrmann, Acting Chief Financial Officer*

**PURPOSE OF REQUEST:**

*Approve agreements with subsidiaries of NexAmp to provide community solar credits resulting in a 10% savings in energy costs.*

**CONTRACT AMOUNT:**

*Annual Savings:    Approximately \$188,000*

**BUDGET INFORMATION:**

*Anticipated in Current ALB Operating Budget: Yes X No*

**JUSTIFICATION:**

*On March 24, 2025 a request was presented for the Authority to enter an agreement with NexAmp for community solar credits, offered through remote net metering and a community solar program. This allows the Authority to benefit from offsite solar energy production without the need for on-site solar panel installation. Under this system, electricity generated at a solar host site is fed into the grid, and the corresponding dollar value energy credits are distributed to utility accounts, reducing electricity costs. The credits appear on the utility bills and reduce utility charges 1:1. The Authority then pays Nexamp 89% of the credit value for the credits, leading to significant utility bill savings.*

*Attached are three agreements from three subsidiaries of NexAmp that will provide the solar energy:*

- i. Hacadam Hill Solar, LLC*
- ii. Annsville Solar 1, LLC*
- iii. Annsville Solar 2, LLC*

*100% of the solar energy produced at Annsville Solar 2 farm will be used to offset the energy needs of the main meter at the airport that feeds the terminal and garage. 40% of Hacadam Hills Solar farm and 41% of Annsville Solar 1 farm will be used to offset the energy needs of the rest of the 100 or so meters at various locations located on the airport.*

*NexAmp has committed to providing credits from the three solar farms that will be operational in December 2025 at a savings of 10% for a term of 15 years.*

AGENDA ITEM NO: 10.4  
MEETING DATE: July 14, 2025

**CHIEF EXECUTIVE OFFICER'S RECOMMENDATION:**

*Recommend approval.*

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

**PROCUREMENT DEPARTMENT APPROVAL:**

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

**BACK-UP MATERIAL:**

*Three agreements from three subsidiaries of NexAmp:*

- i. Hacadam Hill Solar, LLC*
- ii. Annsville Solar 1, LLC*
- iii. Annsville Solar 2, LLC*

## CREDIT PURCHASE AND SALE AGREEMENT

This Credit Purchase and Sale Agreement (“*Agreement*”) is entered into as of [REDACTED], 2025 (the “*Effective Date*”) by and between **Hacadam Hill Solar, LLC**, a Delaware limited liability company (“*Seller*”), and Albany County Airport Authority, a body corporate and politic constituting a public benefit corporation established and existing pursuant to the Albany County Airport Authority Act enacted by Chapter 686 of the laws of 1993 and set forth in Title 32 of the New York Public Authorities Law, having offices at the Albany International Airport, 737 Albany Shaker Road, Albany, NY 12211 (“*Buyer*”). In this Agreement, Seller and Buyer are sometimes referred to individually as a “*Party*” and collectively as the “*Parties*.”

### RECITALS

**WHEREAS**, Seller finances, develops, owns, operates and maintains solar (PV) electric generation facilities; and

**WHEREAS**, Seller desires to sell and deliver to Buyer, and Buyer desires to purchase and receive from Seller, the Credits associated with Energy generated by the Facility, but not the Environmental Attributes or Tax Attributes, during the Term, subject to the terms set forth in this Agreement.

**NOW, THEREFORE**, in consideration of the foregoing recitals, mutual representations, warranties, covenants and conditions herein, and the Exhibits attached hereto, Seller and Buyer agree as follows.

### ARTICLE I DEFINITIONS

When used in this Agreement, capitalized terms shall have the meanings given in the Glossary of Terms, attached hereto and incorporated herein, unless a different meaning is expressed or clearly indicated by the context. Words defined in the Glossary of Terms which are capitalized shall be given their common and ordinary meanings when they appear without capitalization in the text. Words not defined herein shall be given their common and ordinary meanings.

### ARTICLE II TERM

2.1 Term. The term of this Agreement (the “*Term*”) shall begin on the Effective Date and shall end at the earlier of (i) 11:59 PM on the day preceding the fifteenth (15<sup>th</sup>) anniversary of the Commercial Operations Date (the “*Termination Date*”), or (ii) such dates of which this Agreement may be earlier terminated pursuant to the provisions hereof. The Parties, by mutual written agreement may exercise one (1) option to renew this Agreement, for an additional five (5) year term.

2.2 Early Termination. This Agreement may be terminated before the Termination Date (the “*Early Termination Date*”):

- (a) by Seller, subject to Section 5.4, upon thirty (30) days' notice to Buyer, if Seller, in its sole discretion, determines that (i) prior to the Construction Commencement Date, it should not construct the Facility or (ii) after the Construction Commencement Date it should abandon the Facility as a result of an event of Force Majeure;
- (b) by Seller, in accordance with section 4.1 (regarding conditions precedent);
- (c) by either Party, in accordance with Section 4.2 (regarding regulatory change);
- (d) pursuant to Section 10.3 (regarding financing).

Upon early termination of this Agreement in accordance with this Section 2.2, each Party shall discharge by performance all obligations due to the other Party that arose before the Early Termination Date and the Parties shall have no further obligations hereunder except those which survive expiration or termination of this Agreement in accordance with the terms hereof.

### **ARTICLE III TITLE; COMMERCIAL OPERATION DATE**

#### **3.1 Title.**

- (a) Under no circumstances shall the Buyer have or retain title to the Facility, Energy, Environmental Attributes, Tax Attributes, generation capacity and ancillary services produced or associated with the Energy or the Facility. If Buyer is deemed to be the owner or provider of any of the above, Buyer shall assign them to Seller, and if Buyer receives any payments for them it shall promptly pay them to Seller. This Section 3.1(a) shall survive the termination of this Agreement.
- (b) As between Seller and Buyer, title to, and risk of loss of, the Credits will pass from Seller to Buyer upon allocation of the Credits to Buyer's Utility Account(s).

3.2 Notice of Commercial Operations Date. Seller shall promptly notify Buyer in writing of the Commercial Operations Date.

### **ARTICLE IV CONDITIONS PRECEDENT; REGULATORY CHANGE**

4.1 Conditions Precedent. Seller's obligations under this Agreement are subject to the Facility's connection to the Utility pursuant to any laws, regulations or tariffs qualifying the Facility to generate Credits. Buyer agrees that it will, in good faith, execute any reasonably requested documentation required by any Governmental Authority or the Utility. If the Facility does not so qualify to generate Credits then Seller may, but shall not be obligated to, terminate this Agreement by delivering notice to the Buyer. If this Agreement is terminated pursuant to this Section 4.1, the termination shall be effective as of the delivery of such notice without further liability of the Parties to each other, provided that the Parties shall not be released from any payment or other obligations arising under this Agreement prior to the delivery of

the notice and Section 11.1 (Disputes) shall continue to apply notwithstanding such termination.

- 4.2 Obligation to Modify Agreement Pursuant to Actions by Governmental Authority. Upon a Governmental Authority order, decision, or regulation implementation, or upon the administration or interpretation thereof by the New York State Public Service Commission, the Utility, or any other Governmental Authority that (i) materially restricts Seller's ability to deliver Credits to Buyer or to fulfill its other obligations under this Agreement, (ii) materially restricts Buyer's ability to receive Credits, or (iii) disallows the Facility's qualification under laws, regulations or tariffs qualifying the Facility to generate Credits, as appropriate, the Parties shall negotiate in good faith to amend this Agreement to conform to such rule(s) and/or regulation(s) to the greatest extent possible, and shall use commercially reasonable efforts to conform such amendment to restore the economic benefit to each Party and to do so in a timely fashion. If the Parties, negotiating in good faith, cannot agree concerning conforming to such actions, then either Party may terminate this Agreement.

## **ARTICLE V PURCHASE AND SALE OF CREDITS; GOVERNMENTAL CHARGES**

- 5.1 Sale and Purchase of Credits. Beginning on the Commercial Operations Date and continuing throughout the Term, Seller agrees to sell to Buyer, and Buyer agrees to accept from Seller and to pay the Price multiplied by the Quantity. The Price is stated on Exhibit A, attached hereto and incorporated herein.
- 5.2 Delivery; Indemnification. Seller shall, in its sole discretion, direct the Utility to deliver the Credits to Buyer under the Value of Distributed Energy Resources Program.
- (a) To deliver the Credits to Buyer, Seller shall direct the Utility to allocate the Credits purchased by Buyer under this Agreement to Buyer's Utility Account(s) (as determined by a process established by the Utility pursuant to the Tariff or other similar rules adopted by the Utility).
  - (b) Buyer understands that the Credits delivered to Buyer in any particular month will be reflected on Buyer's Utility Statement as a monetary credit amount and not as an electricity quantity; and that such credit will be reflected on the Utility Statement according to the Utility's billing cycle, which may be up to approximately two (2) months after the Facility generates the Energy associated with the Credits.

- (c) Buyer acknowledges that Seller is relying on commitments made by Buyer under this Agreement for the Facility to receive and maintain qualification as a Community Distributed Generation Facility. Buyer agrees that it shall not take any action that would cause the Facility not to be qualified as a Community Distributed Generation Facility, and shall cooperate with Seller to assure the Facility's continued qualification.
- (d) Seller will attempt to correct any Utility allocation error and Buyer agrees to cooperate in a timely manner as needed.

### 5.3 Governmental Charges.

- (a) Seller is responsible for any Governmental Charges attributable to the sale of Credits hereunder, whether imposed before, upon or after the allocation and delivery of Credits to Buyer.
- (b) The Parties shall use commercially reasonable efforts to administer this Agreement and implement its provisions to minimize Governmental Charges. If any Credits sales are exempted from or not subject to one or more Governmental Charges, the relevant Party shall, promptly upon the other Party's written request, provide the other Party with all necessary documentation to evidence the exemption or exclusion.

### 5.4 Contract Adjustments.

- (a) If the Seller determines in its sole discretion that it's beneficial to submit a revised Exhibit A and B designating a new Facility or Multiple Facilities to satisfy the Buyer's subscription requirements, then Seller may submit a revised Exhibit A and B designating a new Facility or Facilities and this Agreement shall be modified to account for the revisions, provided that the alternate Facility (i) are located within the same Utility service territory (ii) have Commercial Operation Date(s) that are not substantially later than is anticipated for the original Facility (iii) satisfy the program qualification requirements, and (iii) the Quantity of Credits provided does not increase or decrease by more than \$5000; if Quantity of Credits increase or decreases by more than \$5000 Seller shall seek Buyer approval of the Quantity change, not to be unreasonably withheld or conditioned.. If the Seller chooses to designate multiple facilities to satisfy the Buyer's subscription requirements for the estimated Quantity, then Buyer will be required to execute additional credit purchase and sale agreements in the same form as this Agreement for each additional Facility designated by Seller.
- (b) Buyer may request in writing an update to the Utility Accounts, and upon consent by Seller (such consent not to be unreasonably withheld, conditioned or delayed), such updated Utility Accounts shall automatically become effective ninety (90) days after Seller's consent. Notwithstanding the above, any requested amendments must be to Utility Accounts within the same utility area and the aggregate Purchase Percentage shall not be adjusted. Buyer further acknowledges that all invoices and payments for Credits with respect to allocations made to Utility accounts prior to the effective date

of any updated Utility Account list shall not be affected by any such update or amendment.

## **ARTICLE VI PAYMENT**

### **6.1 Payment.**

- (a) Beginning with the first Billing Period that Seller delivers Energy to the Utility, Seller shall provide an invoice to Buyer (the “***Invoice***”) for the amount due based on the Price multiplied by the Quantity.
- (b) Buyer shall remit payment of the full amount of each Invoice to Seller or its designee by electronic funds transfer (or other means agreeable to Seller) to the account designated by Seller within thirty (30) days following Buyer’s receipt of each Invoice. If Buyer does not pay an Invoice within thirty (30) days of receiving the Invoice, the amount due on the Invoice shall bear interest from the date on which the payment was due, through and including the date Seller receives the payment. The annual Interest accrual rate is the Interest Rate.
- (c) Before the Commercial Operations Date, Buyer shall take all actions necessary to allow Seller to electronically access, for the Term, the Utility Statement(s) and account information solely for purposes of fulfilling Seller’s obligations under this Agreement.
- (d) The Parties shall resolve Invoice disputes according to Section 6.3 (Invoice Disputes).

### **6.2 Records and Audits.**

- (a) Seller shall maintain accurate operating records in order to properly administer this Agreement.
- (b) Each Party shall keep, for a period of not less than two (2) years after the expiration or termination of any transaction, records sufficient to permit the other Party to verify the accuracy of billing statements, invoices, charges, computations and payments for the transaction. During these periods each Party may, at its sole cost and expense, and upon reasonable notice to the other Party, examine the other Party’s records regarding the transactions during the other Party’s normal business hours.

### **6.3 Invoice Disputes; Invoice Discrepancies.**

- (a) If a Party, in good faith, disputes an Invoice, including disputes under Section 6.3(b), the disputing Party shall promptly notify the other Party of the basis for the dispute and Buyer shall pay the undisputed portion of the Invoice no later than the due date. Any required payment shall be made within seven (7) Business Days of resolving the dispute. Any overpayments shall be returned by the receiving Party promptly

following the request or, deducted from subsequent payments with interest accrued at the Interest Rate, at the option of the overpaying Party. The Parties may only dispute amounts owed or paid within twelve (12) calendar months from the Invoice date. If the Parties are unable to resolve an Invoice dispute under this Section, the Parties shall follow the procedure set forth in Article 11 (regarding dispute resolution).

- (b) If the Parties determines that the value of Credits reflected on an Invoice is different than the value of Credits allocated to Buyer's Utility Account(s), and that the discrepancy is due to an issue related to the Meter, Seller shall use commercially reasonable efforts to resolve the issue with the Utility and repair or replace the Meter. If the discrepancy is due to an accounting or administrative error by the Utility, Buyer, as the Utility Account holder, and with Seller's cooperation, shall resolve the discrepancy with the Utility.

## **ARTICLE VII REPRESENTATIONS, WARRANTIES, COVENANTS**

7.1 Each Party represents and warrants to the other Party as follows.

- (a) The Party is duly organized, validly existing, and in good standing under the laws of the state in which the Party is organized and is authorized to conduct business in the State of New York.
- (b) The Party has full legal capacity to enter into and perform this Agreement.
- (c) The execution of the Agreement has been duly authorized, and each person executing the Agreement on behalf of the Party has full authority to do so and to fully bind the Party.
- (d) It shall perform its obligations under this Agreement in material compliance with Applicable Law.

7.2 The Parties acknowledge and agree that, for purposes of this Agreement, Seller is not a "utility" as such term is used in Section 366 of the United States Bankruptcy Code, and Buyer agrees to waive and not to assert the applicability of the provisions of Section 366 in any bankruptcy proceeding wherein Buyer is a debtor.

7.3 To the extent the financial statements are not publicly available, or if Buyer's credit rating is withdrawn or greater than two years old, Buyer shall provide to Seller, on or prior to the Effective Date and annually thereafter, a copy of the most recent year's financial statements for Buyer, at any time, the Buyer or its Affiliates contract for more than ten (10) MW (DC) aggregate energy generated by any of Seller or its Affiliate's solar energy (PV) facilities, and the investment grade rating of the Buyer does not meet or falls below Standard & Poor's BBB- or Moody's Baa3 or Fitch's BBB ("Investment Grade"), then Seller may terminate this Agreement or require that the Buyer provide credit support from an Investment Grade counterparty in a form acceptable to Seller

**ARTICLE VIII  
TERMINATION; DEFAULT**

8.1 Events of Default. The following shall each constitute an Event of Default by a Party.

- (a) The Party fails to make any material payment due under this Agreement within thirty (30) days after such payment is due unless the specific amount of the payment not made is being disputed.
- (b) The Party fails to perform or comply with any material covenant or agreement set forth in this Agreement and such failure continues for a period of thirty (30) days after receipt of written notice thereof from the other Party; provided, however, if the defaulting Party proceeds with due diligence during such thirty (30) day period to cure such breach and is unable by reason of the nature of the work involved using commercially reasonable efforts to cure the same within the said thirty (30) days, the defaulting Party's time to do so shall be extended by the time reasonably necessary to cure the same.
- (c) Fraud or intentional misrepresentation by the Party with respect to any of the covenants or agreements of this Agreement.
- (d) The Party:
  - i. is dissolved (other than pursuant to a consolidation, amalgamation or merger);
  - ii. makes a general assignment, arrangement or composition with or for the benefit of its creditors; or
  - iii. (A) applies for or consents to the appointment, or the taking of possession by, a receiver, custodian, trustee or liquidator of itself or a substantial portion of its property; (B) admits in writing its inability, or is generally unable, to pay its debts as such debts become due; (C) commences a voluntary case under any bankruptcy law; (D) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding up, or composition or readjustment of debts; (E) acquiesces in, or fails to contest in a timely manner, any petition filed against it in an involuntary case under bankruptcy law or seeking to dissolve it under other applicable law; or (F) takes any action authorizing its dissolution.

8.2 Force Majeure. Except as specifically provided herein, if by reason of *Force Majeure*, either Party is unable to carry out, either in whole or in part, any of its obligations herein contained, such Party shall not be deemed to be in default during the continuation of such inability, provided that: (i) the non-performing Party, within a reasonable time after the occurrence of the *Force Majeure* event, gives the other Party hereto written notice describing the particulars of the occurrence and the anticipated period of delay; (ii) the suspension of performance be of no greater scope and of no longer duration than is required by the *Force Majeure* event; (iii) no obligations of the Party which were to be performed prior to the

occurrence causing the suspension of performance shall be excused as a result of the occurrence; and (iv) the non-performing Party shall use commercially reasonable efforts to remedy with all reasonable dispatch the cause or causes preventing it from carrying out its obligations.

### 8.3 Termination for Default.

- (a) Upon the occurrence of an Event of Default, the non-defaulting Party at any time thereafter may give written notice to the defaulting Party specifying such Event of Default and such notice may state that this Agreement and the Term shall expire and terminate on a date specified in such notice, subject to the rights to cure of Section 8.1 and Section 10.2(a)(iii)(A), and upon any termination date specified in such notice, this Agreement shall terminate as though such date were the date originally set forth herein for the termination hereof.
- (b) If this Agreement is terminated due to an Event of Default, Seller shall have no further obligation to deliver, and Buyer shall have no further obligation to purchase, Credits generated after that termination date.

## **ARTICLE IX REMEDIES; LIMITATION OF LIABILITY; WAIVER**

9.1 Remedies. Subject to the limitations set forth in this Agreement, upon an Event of Default by Buyer, Seller may sell Credits produced by the Facility to persons other than Buyer, and recover from Buyer any loss in revenues including as a result from such sales; and/or pursue other remedies available at law or in equity. Buyer and Seller each reserve and shall have all rights and remedies available to it at law or in equity with respect to the performance or non-performance of the other Party hereto under this Agreement. Each Party shall take commercially reasonable actions available to it to mitigate damages it may incur as a result of the other Party's non-performance under this Agreement.

9.2 Limitation of Liability. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY PUNITIVE DAMAGES OF ANY CHARACTER, RESULTING FROM, ARISING OUT OF, IN CONNECTION WITH OR IN ANY WAY INCIDENT TO ANY ACT OR OMISSION OF EITHER PARTY RELATED TO THE PROVISIONS OF THIS AGREEMENT, IRRESPECTIVE OF WHETHER CLAIMS OR ACTIONS FOR SUCH DAMAGES ARE BASED UPON CONTRACT, WARRANTY, NEGLIGENCE (EXCEPT GROSS NEGLIGENCE), STRICT LIABILITY OR ANY OTHER THEORY AT LAW OR EQUITY.

### 9.3 Waivers.

- (a) No Implied Waivers – Remedies Cumulative. No covenant or agreement under this Agreement shall be deemed to have been waived by Seller or Buyer unless the waiver is in writing and signed by the Party against whom it is to be enforced or such Party's agent. A Party's consent or approval to any act or matter must be in writing, shall apply only with respect to the particular act or matter in which such consent or

approval is given, and shall not relieve the other Party from the obligation wherever required under this Agreement to obtain consent or approval for any other act or matter. A Party's failure to insist upon the strict performance of any one of the covenants or agreements of this Agreement or to exercise any right, remedy or election herein contained or permitted by law shall not constitute or be construed as a waiver or relinquishment for the future of such covenant or agreement, right, remedy or election, but the same shall continue and remain in full force and effect. Any Party's right or remedy specified herein or any other right or remedy a Party may have at law, in equity or otherwise upon breach of any covenant or agreement herein contained shall be a distinct, separate and cumulative right or remedy and no one of them, whether exercised or not, shall be deemed to be in exclusion of any other.

- (b) Acceptance of Payment. Neither receipt nor acceptance by Seller or Buyer of any payment due herein, nor payment of same by Buyer or Seller, shall be deemed to be a waiver of any default under the covenants or agreements of this Agreement, or of any right or defense that Seller or Buyer may be entitled to exercise hereunder.

## **ARTICLE X ASSIGNMENT**

10.1 Prior Written Consent. Neither Party may assign, sell, transfer or in any other way convey its rights, duties or obligations under this Agreement, either in whole or in part, without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed, except that without consent of Buyer, Seller (i) may assign its rights and obligations hereunder to an Affiliate of Seller and (ii) may sell or collaterally assign this Agreement in accordance with Section 10.2. For purposes of this Section 10.1, transfer does not include any sale of all or substantially all of the assets of Seller or Buyer or any merger of Seller or Buyer with another person, whether or not Seller or Buyer is the surviving entity from such merger, or any other change in control of Seller or Buyer, provided any such surviving entity assumes all obligations of Seller or Buyer, as appropriate, under this Agreement; provided however, with respect to Buyer, such surviving entity is acceptable to Lender in its sole discretion.

### 10.2 Collateral Assignment; Financing Provisions:

- (a) Financing Arrangements. Seller may mortgage, pledge, grant security interests, assign, or otherwise encumber its interests in this Agreement to a Lender. Buyer acknowledges that in connection with such transactions Seller may secure Seller's obligations by, among other collateral, an assignment of this Agreement and a first security interest in the Facility. In order to facilitate such necessary sale, conveyance, or financing, and with respect to any Lender, Buyer agrees as follows:
  - (i) Consent to Collateral Assignment. Buyer hereby consents to both of the sale of the Facility to a Lender and the collateral assignment of the Seller's right, title and interest in and to this Agreement as security for financing associated with the Facility.

(ii) Rights of Lender. Notwithstanding any contrary term of this Agreement:

(A) Step-In Rights. The Lender, as owner of the Facility, or as collateral assignee of this Agreement, shall be entitled to exercise, in the place and stead of Seller, any and all rights and remedies of Seller under this Agreement in accordance with the terms of this Agreement. The Lender shall also be entitled to exercise all rights and remedies of owners or secured parties, respectively, generally with respect to this Agreement and the Facility;

(B) Opportunity to Cure Default. The Lender shall have the right, but not the obligation, to pay all sums due under this Agreement and to perform any other act, duty or obligation required of Seller thereunder or cause to be cured any default of Seller thereunder in the time and manner provided by the terms of this Agreement. Nothing herein requires the Lender to cure any default of Seller under this Agreement or (unless the Lender has succeeded to Seller's interests under this Agreement) to perform any act, duty or obligation of Seller under this Agreement, but Buyer hereby gives it the option to do so;

(C) Exercise of Remedies. Upon the exercise of remedies, including any sale of the Facility by the Lender, whether by judicial proceeding or under any power of sale contained therein, or any conveyance from Seller to the Lender (or any assignee of the Lender as defined below) in lieu thereof, the Lender shall give notice to Buyer of the transferee or assignee of this Agreement. Any such exercise of remedies shall not constitute a default under this Agreement;

(D) Cure of Bankruptcy Rejection. Upon any rejection or other termination of this Agreement pursuant to any process undertaken with respect to Seller under the United States Bankruptcy Code, at the request of Lender made within ninety (90) days of such termination or rejection, Buyer shall enter into a new agreement with Lender or its assignee having substantially the same terms and conditions as this Agreement.

(iii) Right to Cure.

(A) Cure Period. Buyer will not exercise any right to terminate or suspend this Agreement unless it shall have given the Lender prior written notice of its intent to terminate or suspend this Agreement, as required by this Agreement, specifying the condition giving rise to such right, and the Lender shall not have caused to be cured the condition giving rise to the right of termination or suspension within thirty (30) days after such notice or (if longer) the periods provided for in this Agreement; provided that if such Seller default reasonably cannot be cured by the Lender within such period and the Lender commences and continuously pursues cure of such default within such period, such period for cure will be extended for a reasonable period of time under the circumstances, such period not to exceed an additional ninety (90) days. The Parties' respective obligations will otherwise remain in effect during any cure period.

(B) Continuation of Agreement. If the Lender or its assignee (including any purchaser or transferee), pursuant to an exercise of remedies by the Lender, shall acquire title to or control of Seller's assets and shall, within the time periods described in Section 10.2(a)(iii)(A), cure all defaults under this Agreement existing as of the date of such change in title or control in the manner required by this Agreement and which are capable of cure by a third person or entity, then such person shall no longer be in default under this Agreement, and this Agreement shall continue in full force and effect.

(b) Lender a Third-Party Beneficiary. Buyer agrees and acknowledges that Lender is a third-party beneficiary of the provisions of this Section 10.2.

(c) Entry to Consent to Assignment. Buyer agrees to (i) execute any consents to assignment or acknowledgements (ii) within ten (10) days after Seller's written request, execute and deliver to Seller (or such parties as Seller shall designate, including a Lender) written estoppel certificates attesting to certain facts regarding the status of the Agreement and relationship of the Parties.

10.3 Obligation to Modify Agreement. If a Lender or the Seller requires this Agreement to be modified to finance, develop or operate the Facility, and the modification does not (i) materially restrict Seller's ability to deliver Credits to Buyer, (ii) materially restrict Buyer's ability to receive Credits, (iii) the Quantity of Credits provided does not increase or decrease by more than \$5000; if Quantity of Credits increase or decreases by more than \$5000 Seller shall seek Buyer approval of the Quantity change, not to be unreasonably withheld or conditioned or (iv) disallow the Facility's (x) qualification under the Value of Distributed Energy Resources Program or (y) eligibility as a Community Distributed Generation Facility, the Parties shall negotiate in good faith to amend this Agreement in a timely fashion. If the Parties, negotiating in good faith, cannot agree on the amendments, Seller may terminate this Agreement, or, if Seller determines in good faith that the Agreement cannot be amended to allow the Facility to be financed, developed or operated in a commercially reasonable manner, then Seller may terminate the Agreement. The terminating Party shall give the other Party thirty (30) days prior written notice and this Agreement shall terminate without further liability of the Parties to each other, provided that the Parties shall not be released from any obligation arising under this Agreement prior to such termination.

## **ARTICLE XI DISPUTE RESOLUTION**

11.1 Dispute Resolution. The Parties agree to use their respective best efforts to resolve any dispute(s) that may arise regarding this Agreement.

(a) Negotiation. Any dispute that arises under or with respect to this Agreement shall in

the first instance be the subject of informal negotiations between a senior executive of Seller, and a senior executive of Buyer, who shall use their respective best efforts to resolve such dispute. The dispute shall be considered to have arisen when one Party sends the other a notice that identifies with particularity the nature, and the acts(s) or omission(s) forming the basis of, the dispute. The period for informal negotiations shall not exceed fourteen (14) calendar days from the time the dispute arises, unless it is modified by written agreement of the Parties.

(b) Mediation. In the event that the Parties cannot resolve a dispute by informal negotiations, the Parties involved in the dispute agree to submit the dispute to mediation. Within fourteen (14) days following the expiration of the time period for informal negotiations, the Parties involved in the dispute shall propose and agree upon a neutral and otherwise qualified mediator. In the event that the Parties fail to agree upon a mediator either Party may request the American Arbitration Association (the “AAA”) to appoint a mediator. The period for mediation shall commence upon the appointment of the mediator and shall not exceed sixty (60) days, unless such time period is modified by written agreement of the Parties involved in the dispute. The decision to continue mediation shall be in the sole discretion of each Party involved in the dispute. The Parties will bear their own costs of the mediation. The mediator’s fees shall be shared equally by all Parties involved in the dispute.

(c) Arbitration.

(i) Rules of Arbitration. Any Dispute that is not settled to the mutual satisfaction of the Parties pursuant to Sections 11.1(a) and (b) shall (except as provided in Section 11.2(d)) be settled by binding arbitration between the Parties conducted in Boston, Massachusetts, or such other location mutually agreeable to the Parties, and in accordance with the Commercial Arbitration Rules of the AAA in effect on the date that a Party gives notice of its demand for arbitration.

(ii) Dispute Submission. The Party initiating the Arbitration (the “Submitting Party”) shall submit such Dispute to arbitration by providing a written demand for arbitration to the other Party (the “**Responding Party**”), which demand must include statements of the facts and circumstances surrounding the dispute, the legal obligation breached by the other Party, the amount in controversy and the requested relief, accompanied by all relevant documents supporting the Demand.

(iii) Arbitrator Selection. The arbitrator(s) selected shall have contract resolution experience and experience in the electric power business and shall not have any current or past substantial business or financial relationships with the Parties or their Affiliates. Arbitrators must agree to be bound by the confidentiality provisions of this Agreement. If the amount in controversy is less than \$250,000, the Dispute will be determined by a single neutral arbitrator, who will be chosen by the Parties within forty-five (45) days of submission of the demand on the Responding Party. If the Parties cannot agree on a single neutral

arbitrator within such period, the arbitrator shall be chosen by the AAA. If the amount in controversy is \$250,000 or greater, the Dispute will be determined by a Panel of three (3) arbitrators. Each Party shall select one arbitrator, but if a Party fails to select an arbitrator within forty-five (45) days of the submission of the demand on the Responding Party, the arbitrator will be chosen by the AAA. The two arbitrators so selected will select the third arbitrator, who shall act as the chairman of the panel. If the two arbitrators cannot select the third arbitrator within thirty (30) days (or such additional time as the Parties may agree) of the selection of both of the first two arbitrators, the third arbitrator shall be chosen by the AAA. As used herein, "Panel" means either a single arbitrator or a group of three arbitrators selected as provided herein.

(iv) Discovery. Within fifteen days (15) of the selection of the third arbitrator, the Parties shall submit statements to the Panel summarizing the issues in the case and including recommendations for discovery. Within twenty (20) days of receipt of the statements from the Parties, the Panel will meet with the Parties and issue orders on the scheduling of the case and any discovery to be permitted.

(v) Decision. Upon ten (10) days of completion of the hearing conducted by the Panel, each Party shall submit to the Panel its proposal for resolution of the dispute. The Panel in its award shall be limited to selecting only one of the two proposals submitted by the Parties. The award shall be in writing (stating the amount and reasons therefore) and shall be final and binding upon the Parties, and shall be the sole and exclusive remedy between the Parties regarding any claims and counterclaims presented to the Panel. The Panel shall be permitted, in its discretion, to add pre-award and post-award interest at commercial rates. Judgment upon any award may be entered in any court having jurisdiction.

(vi) Expenses. Unless otherwise ordered by the Panel, each Party shall bear its own expenses and one-half of the cost of the Panel. Payments of the Panel's costs shall be made on a monthly basis prior to the Award.

(d) Exceptions to Arbitration. The obligation to arbitrate shall not be binding upon any Party with respect to (i) requests for preliminary injunctions, temporary restraining orders, specific performance, or other procedures in a court of competent jurisdiction to obtain interim relief deemed necessary by such court to preserve the status quo or prevent irreparable injury pending resolution by arbitration of the actual Dispute; (ii) actions to enforce an award of a Panel or otherwise to collect payments not subject to bona fide dispute; or (iii) claims involving third parties who have not agreed to participate in the arbitration of the Dispute.

(e) Survival of Dispute Resolution Provisions. The provisions of this Section 11.1 shall survive any termination of this Agreement and shall apply (except as provided herein) to any disputes arising out of this Agreement.



(b) If required by any law, statute, ordinance, decision, order or regulation passed, adopted, issued or promulgated by a court, governmental agency or authority having jurisdiction over a Party, that Party may release Confidential Information, or a portion thereof, to the court, governmental agency or authority, as required by applicable law, statute, ordinance, decision, order or regulation, and a Party may disclose Confidential Information to accountants in connection with audits, provided however, to the extent permitted by law, such disclosing Party shall promptly notify the other Party of the required disclosure, such that the other Party may attempt (if such Party so chooses) to cause that court, governmental agency, authority or accountant to treat such information in a confidential manner and to prevent such information from being disclosed or otherwise becoming part of the public domain.

- 12.3 Severability. If any non-material part of this Agreement is held to be unenforceable, the rest of the Agreement will continue in effect. If a material provision is determined to be unenforceable and the Party which would have been benefited by the provision does not waive its unenforceability, then the Parties shall negotiate in good faith to amend the Agreement to restore to the Party that was the beneficiary of such unenforceable provision the benefits of such provision. If the Parties are unable to agree upon an amendment that restores the Parties benefits, the matter shall be resolved under Section 11 (regarding dispute resolution) and an arbitrator may reform the Agreement as the arbitrator deems just and equitable to restore to the Party that was the beneficiary of the unenforceable provision the economic benefits of such provision.
- 12.4 Governing Law. This Agreement and the rights and duties of the Parties hereunder shall be governed by and shall be construed, enforced and performed in accordance with the laws of the State of New York without regard to principles of conflicts of law.
- 12.5 Entire Agreement. This Agreement, together with its exhibits, contains the entire agreement between Seller and Buyer with respect to the subject matter hereof, and supersedes all other understandings or agreements, both written and oral, between the Parties relating to the subject matter hereof.
- 12.6 Press Releases. The Parties shall cooperate with each other when making public announcements of any kind or in any form related to the execution and existence of this Agreement, or the sale or purchase of Credits and no Party shall issue any public announcement or statement with respect to the foregoing without the prior written consent of the other, which shall not be unreasonably withheld, conditioned, or delayed.
- 12.7 No Joint Venture. Nothing herein contained shall be deemed to constitute any Party a partner, agent or legal representative of the other Party or to create a joint venture, partnership, agency or any relationship between the Parties. The obligations of Seller and Buyer hereunder are individual and neither collective nor joint in nature.
- 12.8 Amendments; Binding Effect. This Agreement may not be amended, changed, modified, or altered unless such amendment, change, modification, or alteration is in writing and signed by both Parties or their successor in interest. This Agreement inures to the benefit of and is binding upon the Parties and their respective successors and permitted assigns.

- 12.9 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute one and the same agreement.
- 12.10 Further Assurances. From time to time and at any time at and after the execution of this Agreement, each Party shall execute, acknowledge and deliver such documents and assurances, reasonably requested by the other and shall take any other action consistent with the terms of the Agreement that may be reasonably requested by the other to effect or confirm transactions contemplated by this Agreement. Neither Party shall unreasonably withhold, condition or delay its compliance with any reasonable request made pursuant to this Section 12.10.
- 12.11 Good Faith. All rights, duties and obligations established by this Agreement shall be exercised in good faith and in a reasonable manner.
- 12.12 No Third-Party Beneficiaries. This Agreement is intended solely for the benefit of the Parties. Except as expressly set forth in this Agreement, nothing in this Agreement shall be construed to create any duty to or standard of care with reference to, or any liability to, or any benefit for, any person not a Party to this Agreement. This Section 12.12 shall not limit the right of a Lender pursuant to Section 10.2.
- 12.13 No Energy Broker. Seller shall not act as or interfere with any energy broker agreement with Buyer including but not limited to finding suppliers, negotiating rates or managing contracts.

IN WITNESS WHEREOF, the Parties executed this Credit Purchase and Sale Agreement under seal as of the Effective Date.

**BUYER**  
**Albany County Airport Authority**  
 By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_

**SELLER**  
**Hacadam Hill Solar, LLC**  
 By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_

## **Glossary of Terms**

“***Affiliate***” means, as to any person or entity, any other person or entity which, directly or indirectly, is in control of, is controlled by, or is under common control with, such person or entity. For purposes of this definition, “control” of a person or entity means the power, directly or indirectly, to direct or cause the direction of the management and policies of such person or entity whether by contract or otherwise.

“***Applicable Law***” means any present and future law, act, rule, requirement, order, by-law, ordinance, regulation, judgment, decree, or injunction of or by any Governmental Authority, ordinary or extraordinary, foreseen or unforeseen, and all licenses, permits, and other governmental consents, which may at any time be applicable to a Party’s rights and obligations hereunder, including, without limitation, constructing, operating, and owning the Facility, and selling and purchasing Credits.

“***Billing Period***” shall mean as defined in the applicable Tariff pursuant to which the Facility becomes qualified to receive Credits.

“***Business Day***” means a day on which Federal Reserve member banks in Boston, MA are open for business; and a Business Day shall open at 8:00 a.m. and close at 5:00 p.m. Eastern Prevailing Time.

“***Commercial Operations***” shall occur for the Facility when (i) Seller has obtained all necessary licenses, permits and approvals under Applicable Law to install and operate the Facility, (ii) the Facility is able to generate and supply electricity to the Utility’s electricity distribution system, (iii) Seller has completed or obtained all Facility-related equipment and rights, if any, to allow regular Facility operation, and (iv) if applicable and to the extent required, the Utility has approved the Facility’s interconnection with the electricity distribution system to allow regular Facility operation.

“***Commercial Operations Date***” means the date on which the Facility achieves Commercial Operations and has obtained the final statement of qualification from the New York Public Service Commission (or equivalent).

“***Community Distributed Generation Facility***” means an electric generation facility that satisfies all applicable requirements established by the New York State Public Service Commission in its July 17, 2015 Order Establishing a Community Distributed Generation Program and Making Other Findings issued in Docket No. 15-E-0082, together with any and all supplemental or subsequent Orders issued by the New York State Public Service Commission in Docket Nos. 15-E-0082 and 15-E-0751 regarding such facilities and together with any and all Tariffs applicable to such generation facilities.

“***Confidential Information***” means all oral and written information exchanged between the Parties which contains proprietary business or confidential information of a Party. The Parties agree that the provisions and specifics (but not the existence) of this Agreement constitute Confidential Information. The following exceptions, however, do not constitute Confidential

Information for purposes of this Agreement: (a) information that is or becomes generally available to the public other than as a result of a disclosure by either Party in violation of this Agreement; (b) information that was already known by the receiving Party on a non-confidential basis prior to this Agreement; (c) information that becomes available to receiving Party on a non-confidential basis from a source other than the disclosing Party if such source was not subject to any prohibition against disclosing the information to such Party; (d) information a Party is required to disclose in connection with any administrative or regulatory approval or filing process in connection with the conduct of its business or in accordance with any statute or regulations; (e) is disclosed by the disclosing Party to a third party without a duty of confidentiality; and (f) is disclosed by the receiving Party with the written permission of the disclosing Party's prior written approval.

**“Construction Commencement Date”** means the date of commencement of site preparation or construction activities on the property upon which the Facility is located.

**“Credits”**, means the monetary value of the excess Energy generated by the Facility, which value is calculated as of the Effective Date by the Utility according to its Tariff and applied by the Utility as a bill credit to Buyer's Utility accounts; and excluding, for the avoidance of doubt, any Tax Attributes or Environmental Attributes; provided, however that Seller shall be entitled in its sole discretion to transfer the Environmental Attributes from the Facility to the Utility in accordance with the Value of Distributed Energy Resources Program rules, in order to have the Credits include the value associated with said Environmental Attributes.

**“Credit Value”** means the dollar per kilowatt value (\$/kWh) and shall be determined by reference to the relevant Value of Distributed Energy Resources Program rules and the applicable Tariff, for the relevant Billing Period.

**“Energy”** means the amount of electricity the Facility generates over a period of time, expressed in terms of kilowatt hour (“kWh”) or megawatt hour (“MWh”).

**“Environmental Attribute”** means GIS Certificates, Renewable Energy Certificates, carbon trading credits, emissions reductions credits, emissions allowances, green tags, Green-e certifications, or other entitlements, benefits, certificates, products, or valuations attributed to the Facility and its displacement of conventional energy generation, or any other entitlement pursuant to any federal, state, or local program applicable to renewable energy sources, whether legislative or regulatory in origin, as amended from time to time, and excluding, for the avoidance of doubt, any Tax Attributes and the Credits.

**“Facility”** means the solar (PV) power electrical generation facility identified on Exhibit B, attached hereto and incorporated herein, together with all appurtenant equipment required to interconnect the Facility to the Utility's electric distribution system.

**“Force Majeure”** means any cause not within the reasonable control of the affected Party which precludes that Party from carrying out, in whole or in part, its obligations under this Agreement, including, but not limited to, Acts of God; high winds, hurricanes or tornados; fires;

epidemics; landslides; earthquakes; floods; other natural catastrophes; strikes; lock-outs or other industrial disturbances; acts of public enemies; acts, failures to act or orders of any kind of any Governmental Authority acting in its regulatory or judicial capacity (including permitting delays); acts or failures to act of the Utility, including disconnections of the Facility from the Utility system; insurrections; military action; war, whether or not it is declared; sabotage; riots; civil disturbances or explosions. A Party may not assert an event of *Force Majeure* to excuse it from performing due to any governmental act, failure to act, or order, where it was reasonably within such Party's power to prevent such act, failure to act, or order. Economic hardship of either Party shall not constitute an event of *Force Majeure*.

**“Governmental Authority”** means any national, state or local government, or any other governmental, judicial, regulatory, public or statutory instrumentality, authority, body, agency, department, bureau, or entity.

**“Governmental Charges”** means all applicable federal, state and local taxes (other than taxes based on income or net worth, but including, without limitation, sales, use, gross receipts or similar taxes), governmental charges, emission allowance costs, duties, tariffs, levies, licenses, fees, permits, assessments, adders or surcharges (including public purposes charges and low income bill payment assistance charges), imposed or authorized by a Governmental Authority, Utility, or other similar entity, on or with respect to the Credits, but does not include any non-bypassable charge(s) designed to recover additional costs due to Buyer's purchase or receipt of the Credits, and/or any similar utility rate or charge imposed in its place, regardless of how named or characterized.

**“Interest Rate”** means a fluctuating interest rate per annum equal to the sum of (i) the Prime Rate as stated in the “Bonds, Rates & Yields” section of The Wall Street Journal on the Effective Date and thereafter on the first day of every calendar month, plus (ii) two percentage points. (In the event that such rate is no longer published in The Wall Street Journal or such publication is no longer published, the Interest Rate shall be set using a comparable index or interest rate mutually acceptable to both the Seller and Buyer.) The Interest Rate hereunder shall change on the first day of every calendar month. Interest shall be calculated daily on the basis of a year of three hundred sixty-five (365) days and the actual number of days for which such interest is due.

**“Lender”** means the entity or person(s) (or any affiliate of any thereof) from time to time providing any debt or equity financing or refinancing to the Seller or any affiliate thereof or otherwise for the construction of, expansion of, and/or operation and maintenance of, the Facility, and any successors, assigns, agents, or trustees thereof, including any lessor.

**“Meter”** means the meter furnished and installed by the Utility to measure the electricity delivered by the Utility to the Facility and delivered by the Facility to the Utility.

**“Price”** is defined on Exhibit A.

**“Purchase Percentage”** is defined on Exhibit A.

**“Quantity”** means quantity of Credits purchased by Buyer, measured in kWh, associated with the Energy generated by the Facility during the relevant Term or Billing Period (as determined pursuant to applicable law, regulation and Tariff), multiplied by the Purchase Percentage.

**“Renewable Energy Certificate”** or **“REC”** means a certificate, credit, allowance, green tag, or other transferable indicia, howsoever entitled, created by an applicable program or certification authority indicating generation of a particular quantity of energy, or product associated with the generation of a megawatt-hour (MWh) from a renewable energy source by a renewable energy project, and excluding, for the avoidance of doubt, the Tax Attributes and the Credits.

**“Tariff”** means the Utility tariff for interconnection for distributed generation and compensation under the Value of Distributed Energy Resources Program, and as approved by the New York State Public Service Commission, together with any subsequent amendments and approvals thereto.

**“Tax Attributes”** means the investment tax or production credits (including any grants or payments in lieu thereof) and any tax deductions or other benefits under the Internal Revenue Code or applicable federal, state, or local law available as a result of the ownership and operation of the Facility or the output generated by the Facility (including, without limitation, tax credits (including any grants or payments in lieu thereof) and accelerated and/or bonus depreciation), and excluding, for the avoidance of doubt, any Environmental Attributes and Credits.

**“Utility”** means the electric distribution company providing service to the Facility.

**“Utility Account(s)”** means the Utility accounts designated by Buyer and identified to the Utility by the Seller pursuant to applicable regulation under the Value of Distributed Energy Resources Program. “Utility Accounts” may include but not be limited to “Satellite Accounts,” as that term is utilized within the Value of Distributed Energy Resources Program.

**“Utility Statement(s)”** means the statements from the Utility, which accompanies the Buyer’s Utility Account(s).

**“Value of Distributed Energy Resources Program”** means the program that provides for the creation and allocation of monetary Utility bill credits pursuant to the crediting methodology known as the “Value Stack,” established by the New York State Public Service Commission (and implemented by the Tariff) pursuant to the March 9, 2017 Order on Net Energy Metering Transition, Phase One of Value of Distributed Energy Resources, and Related Matters, together with any and all supplemental Orders issued by the New York State Public Service Commission in Docket Nos. 15-E-0751 and 15-E-0082 and together with any Tariffs following therefrom.

## **EXHIBIT A**

### **PRICE; and PURCHASE PERCENTAGE**

***“Price”*** means the amount equal to eighty nine (89%) of the Credit Value for that Billing Period.

***“Purchase Percentage”*** equals forty percent (40%) of the Energy generated during the relevant Billing Period.

## **EXHIBIT B**

### **FACILITY**

**The Facility** is the approximately 5 MW (AC) solar (PV) power electrical generation facility located at 10387 Roberts Rd, Litchfield, NY, described, as of the date hereof, in ISA# 00445763.

## CREDIT PURCHASE AND SALE AGREEMENT

This Credit Purchase and Sale Agreement (“*Agreement*”) is entered into as of [REDACTED], 2025 (the “*Effective Date*”) by and between **Annsville Solar 1, LLC**, a Delaware limited liability company (“*Seller*”), and Albany County Airport Authority, a body corporate and politic constituting a public benefit corporation established and existing pursuant to the Albany County Airport Authority Act enacted by Chapter 686 of the laws of 1993 and set forth in Title 32 of the New York Public Authorities Law, having offices at the Albany International Airport, 737 Albany Shaker Road, Albany, NY 12211 (“*Buyer*”). In this Agreement, Seller and Buyer are sometimes referred to individually as a “*Party*” and collectively as the “*Parties*.”

### RECITALS

**WHEREAS**, Seller finances, develops, owns, operates and maintains solar (PV) electric generation facilities; and

**WHEREAS**, Seller desires to sell and deliver to Buyer, and Buyer desires to purchase and receive from Seller, the Credits associated with Energy generated by the Facility, but not the Environmental Attributes or Tax Attributes, during the Term, subject to the terms set forth in this Agreement.

**NOW, THEREFORE**, in consideration of the foregoing recitals, mutual representations, warranties, covenants and conditions herein, and the Exhibits attached hereto, Seller and Buyer agree as follows.

### ARTICLE I DEFINITIONS

When used in this Agreement, capitalized terms shall have the meanings given in the Glossary of Terms, attached hereto and incorporated herein, unless a different meaning is expressed or clearly indicated by the context. Words defined in the Glossary of Terms which are capitalized shall be given their common and ordinary meanings when they appear without capitalization in the text. Words not defined herein shall be given their common and ordinary meanings.

### ARTICLE II TERM

2.1 Term. The term of this Agreement (the “*Term*”) shall begin on the Effective Date and shall end at the earlier of (i) 11:59 PM on the day preceding the fifteenth (15<sup>th</sup>) anniversary of the Commercial Operations Date (the “*Termination Date*”), or (ii) such dates of which this Agreement may be earlier terminated pursuant to the provisions hereof. The Parties, by mutual written agreement may exercise one (1) option to renew this Agreement, for an additional five (5) year term.

2.2 Early Termination. This Agreement may be terminated before the Termination Date (the “*Early Termination Date*”):

- (a) by Seller, subject to Section 5.4, upon thirty (30) days' notice to Buyer, if Seller, in its sole discretion, determines that (i) prior to the Construction Commencement Date, it should not construct the Facility or (ii) after the Construction Commencement Date it should abandon the Facility as a result of an event of Force Majeure;
- (b) by Seller, in accordance with section 4.1 (regarding conditions precedent);
- (c) by either Party, in accordance with Section 4.2 (regarding regulatory change);
- (d) pursuant to Section 10.3 (regarding financing).

Upon early termination of this Agreement in accordance with this Section 2.2, each Party shall discharge by performance all obligations due to the other Party that arose before the Early Termination Date and the Parties shall have no further obligations hereunder except those which survive expiration or termination of this Agreement in accordance with the terms hereof.

### **ARTICLE III TITLE; COMMERCIAL OPERATION DATE**

#### **3.1 Title.**

- (a) Under no circumstances shall the Buyer have or retain title to the Facility, Energy, Environmental Attributes, Tax Attributes, generation capacity and ancillary services produced or associated with the Energy or the Facility. If Buyer is deemed to be the owner or provider of any of the above, Buyer shall assign them to Seller, and if Buyer receives any payments for them it shall promptly pay them to Seller. This Section 3.1(a) shall survive the termination of this Agreement.
- (b) As between Seller and Buyer, title to, and risk of loss of, the Credits will pass from Seller to Buyer upon allocation of the Credits to Buyer's Utility Account(s).

3.2 Notice of Commercial Operations Date. Seller shall promptly notify Buyer in writing of the Commercial Operations Date.

### **ARTICLE IV CONDITIONS PRECEDENT; REGULATORY CHANGE**

4.1 Conditions Precedent. Seller's obligations under this Agreement are subject to the Facility's connection to the Utility pursuant to any laws, regulations or tariffs qualifying the Facility to generate Credits. Buyer agrees that it will, in good faith, execute any reasonably requested documentation required by any Governmental Authority or the Utility. If the Facility does not so qualify to generate Credits then Seller may, but shall not be obligated to, terminate this Agreement by delivering notice to the Buyer. If this Agreement is terminated pursuant to this Section 4.1, the termination shall be effective as of the delivery of such notice without further liability of the Parties to each other, provided that the Parties shall not be released from any payment or other obligations arising under this Agreement prior to the delivery of

the notice and Section 11.1 (Disputes) shall continue to apply notwithstanding such termination.

- 4.2 Obligation to Modify Agreement Pursuant to Actions by Governmental Authority. Upon a Governmental Authority order, decision, or regulation implementation, or upon the administration or interpretation thereof by the New York State Public Service Commission, the Utility, or any other Governmental Authority that (i) materially restricts Seller's ability to deliver Credits to Buyer or to fulfill its other obligations under this Agreement, (ii) materially restricts Buyer's ability to receive Credits, or (iii) disallows the Facility's qualification under laws, regulations or tariffs qualifying the Facility to generate Credits, as appropriate, the Parties shall negotiate in good faith to amend this Agreement to conform to such rule(s) and/or regulation(s) to the greatest extent possible, and shall use commercially reasonable efforts to conform such amendment to restore the economic benefit to each Party and to do so in a timely fashion. If the Parties, negotiating in good faith, cannot agree concerning conforming to such actions, then either Party may terminate this Agreement.

## **ARTICLE V PURCHASE AND SALE OF CREDITS; GOVERNMENTAL CHARGES**

- 5.1 Sale and Purchase of Credits. Beginning on the Commercial Operations Date and continuing throughout the Term, Seller agrees to sell to Buyer, and Buyer agrees to accept from Seller and to pay the Price multiplied by the Quantity. The Price is stated on Exhibit A, attached hereto and incorporated herein.
- 5.2 Delivery; Indemnification. Seller shall, in its sole discretion, direct the Utility to deliver the Credits to Buyer under the Value of Distributed Energy Resources Program.
- (a) To deliver the Credits to Buyer, Seller shall direct the Utility to allocate the Credits purchased by Buyer under this Agreement to Buyer's Utility Account(s) (as determined by a process established by the Utility pursuant to the Tariff or other similar rules adopted by the Utility).
  - (b) Buyer understands that the Credits delivered to Buyer in any particular month will be reflected on Buyer's Utility Statement as a monetary credit amount and not as an electricity quantity; and that such credit will be reflected on the Utility Statement according to the Utility's billing cycle, which may be up to approximately two (2) months after the Facility generates the Energy associated with the Credits.

- (c) Buyer acknowledges that Seller is relying on commitments made by Buyer under this Agreement for the Facility to receive and maintain qualification as a Community Distributed Generation Facility. Buyer agrees that it shall not take any action that would cause the Facility not to be qualified as a Community Distributed Generation Facility, and shall cooperate with Seller to assure the Facility's continued qualification.
- (d) Seller will attempt to correct any Utility allocation error and Buyer agrees to cooperate in a timely manner as needed.

### 5.3 Governmental Charges.

- (a) Seller is responsible for any Governmental Charges attributable to the sale of Credits hereunder, whether imposed before, upon or after the allocation and delivery of Credits to Buyer.
- (b) The Parties shall use commercially reasonable efforts to administer this Agreement and implement its provisions to minimize Governmental Charges. If any Credits sales are exempted from or not subject to one or more Governmental Charges, the relevant Party shall, promptly upon the other Party's written request, provide the other Party with all necessary documentation to evidence the exemption or exclusion.

### 5.4 Contract Adjustments.

- (a) If the Seller determines in its sole discretion that it's beneficial to submit a revised Exhibit A and B designating a new Facility or Multiple Facilities to satisfy the Buyer's subscription requirements, then Seller may submit a revised Exhibit A and B designating a new Facility or Facilities and this Agreement shall be modified to account for the revisions, provided that the alternate Facility (i) are located within the same Utility service territory (ii) have Commercial Operation Date(s) that are not substantially later than is anticipated for the original Facility (iii) satisfy the program qualification requirements, and (iii) the Quantity of Credits provided does not increase or decrease by more than \$5000; if Quantity of Credits increase or decreases by more than \$5000 Seller shall seek Buyer approval of the Quantity change, not to be unreasonably withheld or conditioned.. If the Seller chooses to designate multiple facilities to satisfy the Buyer's subscription requirements for the estimated Quantity, then Buyer will be required to execute additional credit purchase and sale agreements in the same form as this Agreement for each additional Facility designated by Seller.
- (b) Buyer may request in writing an update to the Utility Accounts, and upon consent by Seller (such consent not to be unreasonably withheld, conditioned or delayed), such updated Utility Accounts shall automatically become effective ninety (90) days after Seller's consent. Notwithstanding the above, any requested amendments must be to Utility Accounts within the same utility area and the aggregate Purchase Percentage shall not be adjusted. Buyer further acknowledges that all invoices and payments for Credits with respect to allocations made to Utility accounts prior to the effective date

of any updated Utility Account list shall not be affected by any such update or amendment.

## **ARTICLE VI PAYMENT**

### **6.1 Payment.**

- (a) Beginning with the first Billing Period that Seller delivers Energy to the Utility, Seller shall provide an invoice to Buyer (the “***Invoice***”) for the amount due based on the Price multiplied by the Quantity.
- (b) Buyer shall remit payment of the full amount of each Invoice to Seller or its designee by electronic funds transfer (or other means agreeable to Seller) to the account designated by Seller within thirty (30) days following Buyer’s receipt of each Invoice. If Buyer does not pay an Invoice within thirty (30) days of receiving the Invoice, the amount due on the Invoice shall bear interest from the date on which the payment was due, through and including the date Seller receives the payment. The annual Interest accrual rate is the Interest Rate.
- (c) Before the Commercial Operations Date, Buyer shall take all actions necessary to allow Seller to electronically access, for the Term, the Utility Statement(s) and account information solely for purposes of fulfilling Seller’s obligations under this Agreement.
- (d) The Parties shall resolve Invoice disputes according to Section 6.3 (Invoice Disputes).

### **6.2 Records and Audits.**

- (a) Seller shall maintain accurate operating records in order to properly administer this Agreement.
- (b) Each Party shall keep, for a period of not less than two (2) years after the expiration or termination of any transaction, records sufficient to permit the other Party to verify the accuracy of billing statements, invoices, charges, computations and payments for the transaction. During these periods each Party may, at its sole cost and expense, and upon reasonable notice to the other Party, examine the other Party’s records regarding the transactions during the other Party’s normal business hours.

### **6.3 Invoice Disputes; Invoice Discrepancies.**

- (a) If a Party, in good faith, disputes an Invoice, including disputes under Section 6.3(b), the disputing Party shall promptly notify the other Party of the basis for the dispute and Buyer shall pay the undisputed portion of the Invoice no later than the due date. Any required payment shall be made within seven (7) Business Days of resolving the dispute. Any overpayments shall be returned by the receiving Party promptly

following the request or, deducted from subsequent payments with interest accrued at the Interest Rate, at the option of the overpaying Party. The Parties may only dispute amounts owed or paid within twelve (12) calendar months from the Invoice date. If the Parties are unable to resolve an Invoice dispute under this Section, the Parties shall follow the procedure set forth in Article 11 (regarding dispute resolution).

- (b) If the Parties determines that the value of Credits reflected on an Invoice is different than the value of Credits allocated to Buyer's Utility Account(s), and that the discrepancy is due to an issue related to the Meter, Seller shall use commercially reasonable efforts to resolve the issue with the Utility and repair or replace the Meter. If the discrepancy is due to an accounting or administrative error by the Utility, Buyer, as the Utility Account holder, and with Seller's cooperation, shall resolve the discrepancy with the Utility.

## **ARTICLE VII REPRESENTATIONS, WARRANTIES, COVENANTS**

7.1 Each Party represents and warrants to the other Party as follows.

- (a) The Party is duly organized, validly existing, and in good standing under the laws of the state in which the Party is organized and is authorized to conduct business in the State of New York.
- (b) The Party has full legal capacity to enter into and perform this Agreement.
- (c) The execution of the Agreement has been duly authorized, and each person executing the Agreement on behalf of the Party has full authority to do so and to fully bind the Party.
- (d) It shall perform its obligations under this Agreement in material compliance with Applicable Law.

7.2 The Parties acknowledge and agree that, for purposes of this Agreement, Seller is not a "utility" as such term is used in Section 366 of the United States Bankruptcy Code, and Buyer agrees to waive and not to assert the applicability of the provisions of Section 366 in any bankruptcy proceeding wherein Buyer is a debtor.

7.3 To the extent the financial statements are not publicly available, or if Buyer's credit rating is withdrawn or greater than two years old, Buyer shall provide to Seller, on or prior to the Effective Date and annually thereafter, a copy of the most recent year's financial statements for Buyer, at any time, the Buyer or its Affiliates contract for more than ten (10) MW (DC) aggregate energy generated by any of Seller or its Affiliate's solar energy (PV) facilities, and the investment grade rating of the Buyer does not meet or falls below Standard & Poor's BBB- or Moody's Baa3 or Fitch's BBB ("Investment Grade"), then Seller may terminate this Agreement or require that the Buyer provide credit support from an Investment Grade counterparty in a form acceptable to Seller

**ARTICLE VIII  
TERMINATION; DEFAULT**

8.1 Events of Default. The following shall each constitute an Event of Default by a Party.

- (a) The Party fails to make any material payment due under this Agreement within thirty (30) days after such payment is due unless the specific amount of the payment not made is being disputed.
- (b) The Party fails to perform or comply with any material covenant or agreement set forth in this Agreement and such failure continues for a period of thirty (30) days after receipt of written notice thereof from the other Party; provided, however, if the defaulting Party proceeds with due diligence during such thirty (30) day period to cure such breach and is unable by reason of the nature of the work involved using commercially reasonable efforts to cure the same within the said thirty (30) days, the defaulting Party's time to do so shall be extended by the time reasonably necessary to cure the same.
- (c) Fraud or intentional misrepresentation by the Party with respect to any of the covenants or agreements of this Agreement.
- (d) The Party:
  - i. is dissolved (other than pursuant to a consolidation, amalgamation or merger);
  - ii. makes a general assignment, arrangement or composition with or for the benefit of its creditors; or
  - iii. (A) applies for or consents to the appointment, or the taking of possession by, a receiver, custodian, trustee or liquidator of itself or a substantial portion of its property; (B) admits in writing its inability, or is generally unable, to pay its debts as such debts become due; (C) commences a voluntary case under any bankruptcy law; (D) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding up, or composition or readjustment of debts; (E) acquiesces in, or fails to contest in a timely manner, any petition filed against it in an involuntary case under bankruptcy law or seeking to dissolve it under other applicable law; or (F) takes any action authorizing its dissolution.

8.2 Force Majeure. Except as specifically provided herein, if by reason of *Force Majeure*, either Party is unable to carry out, either in whole or in part, any of its obligations herein contained, such Party shall not be deemed to be in default during the continuation of such inability, provided that: (i) the non-performing Party, within a reasonable time after the occurrence of the *Force Majeure* event, gives the other Party hereto written notice describing the particulars of the occurrence and the anticipated period of delay; (ii) the suspension of performance be of no greater scope and of no longer duration than is required by the *Force Majeure* event; (iii) no obligations of the Party which were to be performed prior to the

occurrence causing the suspension of performance shall be excused as a result of the occurrence; and (iv) the non-performing Party shall use commercially reasonable efforts to remedy with all reasonable dispatch the cause or causes preventing it from carrying out its obligations.

### 8.3 Termination for Default.

- (a) Upon the occurrence of an Event of Default, the non-defaulting Party at any time thereafter may give written notice to the defaulting Party specifying such Event of Default and such notice may state that this Agreement and the Term shall expire and terminate on a date specified in such notice, subject to the rights to cure of Section 8.1 and Section 10.2(a)(iii)(A), and upon any termination date specified in such notice, this Agreement shall terminate as though such date were the date originally set forth herein for the termination hereof.
- (b) If this Agreement is terminated due to an Event of Default, Seller shall have no further obligation to deliver, and Buyer shall have no further obligation to purchase, Credits generated after that termination date.

## **ARTICLE IX REMEDIES; LIMITATION OF LIABILITY; WAIVER**

9.1 Remedies. Subject to the limitations set forth in this Agreement, upon an Event of Default by Buyer, Seller may sell Credits produced by the Facility to persons other than Buyer, and recover from Buyer any loss in revenues including as a result from such sales; and/or pursue other remedies available at law or in equity. Buyer and Seller each reserve and shall have all rights and remedies available to it at law or in equity with respect to the performance or non-performance of the other Party hereto under this Agreement. Each Party shall take commercially reasonable actions available to it to mitigate damages it may incur as a result of the other Party's non-performance under this Agreement.

9.2 Limitation of Liability. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY PUNITIVE DAMAGES OF ANY CHARACTER, RESULTING FROM, ARISING OUT OF, IN CONNECTION WITH OR IN ANY WAY INCIDENT TO ANY ACT OR OMISSION OF EITHER PARTY RELATED TO THE PROVISIONS OF THIS AGREEMENT, IRRESPECTIVE OF WHETHER CLAIMS OR ACTIONS FOR SUCH DAMAGES ARE BASED UPON CONTRACT, WARRANTY, NEGLIGENCE (EXCEPT GROSS NEGLIGENCE), STRICT LIABILITY OR ANY OTHER THEORY AT LAW OR EQUITY.

### 9.3 Waivers.

- (a) No Implied Waivers – Remedies Cumulative. No covenant or agreement under this Agreement shall be deemed to have been waived by Seller or Buyer unless the waiver is in writing and signed by the Party against whom it is to be enforced or such Party's agent. A Party's consent or approval to any act or matter must be in writing, shall apply only with respect to the particular act or matter in which such consent or

approval is given, and shall not relieve the other Party from the obligation wherever required under this Agreement to obtain consent or approval for any other act or matter. A Party's failure to insist upon the strict performance of any one of the covenants or agreements of this Agreement or to exercise any right, remedy or election herein contained or permitted by law shall not constitute or be construed as a waiver or relinquishment for the future of such covenant or agreement, right, remedy or election, but the same shall continue and remain in full force and effect. Any Party's right or remedy specified herein or any other right or remedy a Party may have at law, in equity or otherwise upon breach of any covenant or agreement herein contained shall be a distinct, separate and cumulative right or remedy and no one of them, whether exercised or not, shall be deemed to be in exclusion of any other.

- (b) Acceptance of Payment. Neither receipt nor acceptance by Seller or Buyer of any payment due herein, nor payment of same by Buyer or Seller, shall be deemed to be a waiver of any default under the covenants or agreements of this Agreement, or of any right or defense that Seller or Buyer may be entitled to exercise hereunder.

## **ARTICLE X ASSIGNMENT**

10.1 Prior Written Consent. Neither Party may assign, sell, transfer or in any other way convey its rights, duties or obligations under this Agreement, either in whole or in part, without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed, except that without consent of Buyer, Seller (i) may assign its rights and obligations hereunder to an Affiliate of Seller and (ii) may sell or collaterally assign this Agreement in accordance with Section 10.2. For purposes of this Section 10.1, transfer does not include any sale of all or substantially all of the assets of Seller or Buyer or any merger of Seller or Buyer with another person, whether or not Seller or Buyer is the surviving entity from such merger, or any other change in control of Seller or Buyer, provided any such surviving entity assumes all obligations of Seller or Buyer, as appropriate, under this Agreement; provided however, with respect to Buyer, such surviving entity is acceptable to Lender in its sole discretion.

### 10.2 Collateral Assignment; Financing Provisions:

- (a) Financing Arrangements. Seller may mortgage, pledge, grant security interests, assign, or otherwise encumber its interests in this Agreement to a Lender. Buyer acknowledges that in connection with such transactions Seller may secure Seller's obligations by, among other collateral, an assignment of this Agreement and a first security interest in the Facility. In order to facilitate such necessary sale, conveyance, or financing, and with respect to any Lender, Buyer agrees as follows:
  - (i) Consent to Collateral Assignment. Buyer hereby consents to both of the sale of the Facility to a Lender and the collateral assignment of the Seller's right, title and interest in and to this Agreement as security for financing associated with the Facility.

(ii) Rights of Lender. Notwithstanding any contrary term of this Agreement:

(A) Step-In Rights. The Lender, as owner of the Facility, or as collateral assignee of this Agreement, shall be entitled to exercise, in the place and stead of Seller, any and all rights and remedies of Seller under this Agreement in accordance with the terms of this Agreement. The Lender shall also be entitled to exercise all rights and remedies of owners or secured parties, respectively, generally with respect to this Agreement and the Facility;

(B) Opportunity to Cure Default. The Lender shall have the right, but not the obligation, to pay all sums due under this Agreement and to perform any other act, duty or obligation required of Seller thereunder or cause to be cured any default of Seller thereunder in the time and manner provided by the terms of this Agreement. Nothing herein requires the Lender to cure any default of Seller under this Agreement or (unless the Lender has succeeded to Seller's interests under this Agreement) to perform any act, duty or obligation of Seller under this Agreement, but Buyer hereby gives it the option to do so;

(C) Exercise of Remedies. Upon the exercise of remedies, including any sale of the Facility by the Lender, whether by judicial proceeding or under any power of sale contained therein, or any conveyance from Seller to the Lender (or any assignee of the Lender as defined below) in lieu thereof, the Lender shall give notice to Buyer of the transferee or assignee of this Agreement. Any such exercise of remedies shall not constitute a default under this Agreement;

(D) Cure of Bankruptcy Rejection. Upon any rejection or other termination of this Agreement pursuant to any process undertaken with respect to Seller under the United States Bankruptcy Code, at the request of Lender made within ninety (90) days of such termination or rejection, Buyer shall enter into a new agreement with Lender or its assignee having substantially the same terms and conditions as this Agreement.

(iii) Right to Cure.

(A) Cure Period. Buyer will not exercise any right to terminate or suspend this Agreement unless it shall have given the Lender prior written notice of its intent to terminate or suspend this Agreement, as required by this Agreement, specifying the condition giving rise to such right, and the Lender shall not have caused to be cured the condition giving rise to the right of termination or suspension within thirty (30) days after such notice or (if longer) the periods provided for in this Agreement; provided that if such Seller default reasonably cannot be cured by the Lender within such period and the Lender commences and continuously pursues cure of such default within such period, such period for cure will be extended for a reasonable period of time under the circumstances, such period not to exceed an additional ninety (90) days. The Parties' respective obligations will otherwise remain in effect during any cure period.

(B) Continuation of Agreement. If the Lender or its assignee (including any purchaser or transferee), pursuant to an exercise of remedies by the Lender, shall acquire title to or control of Seller's assets and shall, within the time periods described in Section 10.2(a)(iii)(A), cure all defaults under this Agreement existing as of the date of such change in title or control in the manner required by this Agreement and which are capable of cure by a third person or entity, then such person shall no longer be in default under this Agreement, and this Agreement shall continue in full force and effect.

(b) Lender a Third-Party Beneficiary. Buyer agrees and acknowledges that Lender is a third-party beneficiary of the provisions of this Section 10.2.

(c) Entry to Consent to Assignment. Buyer agrees to (i) execute any consents to assignment or acknowledgements (ii) within ten (10) days after Seller's written request, execute and deliver to Seller (or such parties as Seller shall designate, including a Lender) written estoppel certificates attesting to certain facts regarding the status of the Agreement and relationship of the Parties.

10.3 Obligation to Modify Agreement. If a Lender or the Seller requires this Agreement to be modified to finance, develop or operate the Facility, and the modification does not (i) materially restrict Seller's ability to deliver Credits to Buyer, (ii) materially restrict Buyer's ability to receive Credits, (iii) the Quantity of Credits provided does not increase or decrease by more than \$5000; if Quantity of Credits increase or decreases by more than \$5000 Seller shall seek Buyer approval of the Quantity change, not to be unreasonably withheld or conditioned or (iv) disallow the Facility's (x) qualification under the Value of Distributed Energy Resources Program or (y) eligibility as a Community Distributed Generation Facility, the Parties shall negotiate in good faith to amend this Agreement in a timely fashion. If the Parties, negotiating in good faith, cannot agree on the amendments, Seller may terminate this Agreement, or, if Seller determines in good faith that the Agreement cannot be amended to allow the Facility to be financed, developed or operated in a commercially reasonable manner, then Seller may terminate the Agreement. The terminating Party shall give the other Party thirty (30) days prior written notice and this Agreement shall terminate without further liability of the Parties to each other, provided that the Parties shall not be released from any obligation arising under this Agreement prior to such termination.

## **ARTICLE XI DISPUTE RESOLUTION**

11.1 Dispute Resolution. The Parties agree to use their respective best efforts to resolve any dispute(s) that may arise regarding this Agreement.

(a) Negotiation. Any dispute that arises under or with respect to this Agreement shall in

the first instance be the subject of informal negotiations between a senior executive of Seller, and a senior executive of Buyer, who shall use their respective best efforts to resolve such dispute. The dispute shall be considered to have arisen when one Party sends the other a notice that identifies with particularity the nature, and the acts(s) or omission(s) forming the basis of, the dispute. The period for informal negotiations shall not exceed fourteen (14) calendar days from the time the dispute arises, unless it is modified by written agreement of the Parties.

(b) Mediation. In the event that the Parties cannot resolve a dispute by informal negotiations, the Parties involved in the dispute agree to submit the dispute to mediation. Within fourteen (14) days following the expiration of the time period for informal negotiations, the Parties involved in the dispute shall propose and agree upon a neutral and otherwise qualified mediator. In the event that the Parties fail to agree upon a mediator either Party may request the American Arbitration Association (the “AAA”) to appoint a mediator. The period for mediation shall commence upon the appointment of the mediator and shall not exceed sixty (60) days, unless such time period is modified by written agreement of the Parties involved in the dispute. The decision to continue mediation shall be in the sole discretion of each Party involved in the dispute. The Parties will bear their own costs of the mediation. The mediator’s fees shall be shared equally by all Parties involved in the dispute.

(c) Arbitration.

(i) Rules of Arbitration. Any Dispute that is not settled to the mutual satisfaction of the Parties pursuant to Sections 11.1(a) and (b) shall (except as provided in Section 11.2(d)) be settled by binding arbitration between the Parties conducted in Boston, Massachusetts, or such other location mutually agreeable to the Parties, and in accordance with the Commercial Arbitration Rules of the AAA in effect on the date that a Party gives notice of its demand for arbitration.

(ii) Dispute Submission. The Party initiating the Arbitration (the “Submitting Party”) shall submit such Dispute to arbitration by providing a written demand for arbitration to the other Party (the “**Responding Party**”), which demand must include statements of the facts and circumstances surrounding the dispute, the legal obligation breached by the other Party, the amount in controversy and the requested relief, accompanied by all relevant documents supporting the Demand.

(iii) Arbitrator Selection. The arbitrator(s) selected shall have contract resolution experience and experience in the electric power business and shall not have any current or past substantial business or financial relationships with the Parties or their Affiliates. Arbitrators must agree to be bound by the confidentiality provisions of this Agreement. If the amount in controversy is less than \$250,000, the Dispute will be determined by a single neutral arbitrator, who will be chosen by the Parties within forty-five (45) days of submission of the demand on the Responding Party. If the Parties cannot agree on a single neutral

arbitrator within such period, the arbitrator shall be chosen by the AAA. If the amount in controversy is \$250,000 or greater, the Dispute will be determined by a Panel of three (3) arbitrators. Each Party shall select one arbitrator, but if a Party fails to select an arbitrator within forty-five (45) days of the submission of the demand on the Responding Party, the arbitrator will be chosen by the AAA. The two arbitrators so selected will select the third arbitrator, who shall act as the chairman of the panel. If the two arbitrators cannot select the third arbitrator within thirty (30) days (or such additional time as the Parties may agree) of the selection of both of the first two arbitrators, the third arbitrator shall be chosen by the AAA. As used herein, "Panel" means either a single arbitrator or a group of three arbitrators selected as provided herein.

(iv) Discovery. Within fifteen days (15) of the selection of the third arbitrator, the Parties shall submit statements to the Panel summarizing the issues in the case and including recommendations for discovery. Within twenty (20) days of receipt of the statements from the Parties, the Panel will meet with the Parties and issue orders on the scheduling of the case and any discovery to be permitted.

(v) Decision. Upon ten (10) days of completion of the hearing conducted by the Panel, each Party shall submit to the Panel its proposal for resolution of the dispute. The Panel in its award shall be limited to selecting only one of the two proposals submitted by the Parties. The award shall be in writing (stating the amount and reasons therefore) and shall be final and binding upon the Parties, and shall be the sole and exclusive remedy between the Parties regarding any claims and counterclaims presented to the Panel. The Panel shall be permitted, in its discretion, to add pre-award and post-award interest at commercial rates. Judgment upon any award may be entered in any court having jurisdiction.

(vi) Expenses. Unless otherwise ordered by the Panel, each Party shall bear its own expenses and one-half of the cost of the Panel. Payments of the Panel's costs shall be made on a monthly basis prior to the Award.

(d) Exceptions to Arbitration. The obligation to arbitrate shall not be binding upon any Party with respect to (i) requests for preliminary injunctions, temporary restraining orders, specific performance, or other procedures in a court of competent jurisdiction to obtain interim relief deemed necessary by such court to preserve the status quo or prevent irreparable injury pending resolution by arbitration of the actual Dispute; (ii) actions to enforce an award of a Panel or otherwise to collect payments not subject to bona fide dispute; or (iii) claims involving third parties who have not agreed to participate in the arbitration of the Dispute.

(e) Survival of Dispute Resolution Provisions. The provisions of this Section 11.1 shall survive any termination of this Agreement and shall apply (except as provided herein) to any disputes arising out of this Agreement.



(b) If required by any law, statute, ordinance, decision, order or regulation passed, adopted, issued or promulgated by a court, governmental agency or authority having jurisdiction over a Party, that Party may release Confidential Information, or a portion thereof, to the court, governmental agency or authority, as required by applicable law, statute, ordinance, decision, order or regulation, and a Party may disclose Confidential Information to accountants in connection with audits, provided however, to the extent permitted by law, such disclosing Party shall promptly notify the other Party of the required disclosure, such that the other Party may attempt (if such Party so chooses) to cause that court, governmental agency, authority or accountant to treat such information in a confidential manner and to prevent such information from being disclosed or otherwise becoming part of the public domain.

- 12.3 Severability. If any non-material part of this Agreement is held to be unenforceable, the rest of the Agreement will continue in effect. If a material provision is determined to be unenforceable and the Party which would have been benefited by the provision does not waive its unenforceability, then the Parties shall negotiate in good faith to amend the Agreement to restore to the Party that was the beneficiary of such unenforceable provision the benefits of such provision. If the Parties are unable to agree upon an amendment that restores the Parties benefits, the matter shall be resolved under Section 11 (regarding dispute resolution) and an arbitrator may reform the Agreement as the arbitrator deems just and equitable to restore to the Party that was the beneficiary of the unenforceable provision the economic benefits of such provision.
- 12.4 Governing Law. This Agreement and the rights and duties of the Parties hereunder shall be governed by and shall be construed, enforced and performed in accordance with the laws of the State of New York without regard to principles of conflicts of law.
- 12.5 Entire Agreement. This Agreement, together with its exhibits, contains the entire agreement between Seller and Buyer with respect to the subject matter hereof, and supersedes all other understandings or agreements, both written and oral, between the Parties relating to the subject matter hereof.
- 12.6 Press Releases. The Parties shall cooperate with each other when making public announcements of any kind or in any form related to the execution and existence of this Agreement, or the sale or purchase of Credits and no Party shall issue any public announcement or statement with respect to the foregoing without the prior written consent of the other, which shall not be unreasonably withheld, conditioned, or delayed.
- 12.7 No Joint Venture. Nothing herein contained shall be deemed to constitute any Party a partner, agent or legal representative of the other Party or to create a joint venture, partnership, agency or any relationship between the Parties. The obligations of Seller and Buyer hereunder are individual and neither collective nor joint in nature.
- 12.8 Amendments; Binding Effect. This Agreement may not be amended, changed, modified, or altered unless such amendment, change, modification, or alteration is in writing and signed by both Parties or their successor in interest. This Agreement inures to the benefit of and is binding upon the Parties and their respective successors and permitted assigns.

12.9 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute one and the same agreement.

12.10 Further Assurances. From time to time and at any time at and after the execution of this Agreement, each Party shall execute, acknowledge and deliver such documents and assurances, reasonably requested by the other and shall take any other action consistent with the terms of the Agreement that may be reasonably requested by the other to effect or confirm transactions contemplated by this Agreement. Neither Party shall unreasonably withhold, condition or delay its compliance with any reasonable request made pursuant to this Section 12.10.

12.11 Good Faith. All rights, duties and obligations established by this Agreement shall be exercised in good faith and in a reasonable manner.

12.12 No Third-Party Beneficiaries. This Agreement is intended solely for the benefit of the Parties. Except as expressly set forth in this Agreement, nothing in this Agreement shall be construed to create any duty to or standard of care with reference to, or any liability to, or any benefit for, any person not a Party to this Agreement. This Section 12.12 shall not limit the right of a Lender pursuant to Section 10.2.

12.13 No Energy Broker. Seller shall not act as or interfere with any energy broker agreement with Buyer including but not limited to finding suppliers, negotiating rates or managing contracts.

IN WITNESS WHEREOF, the Parties executed this Credit Purchase and Sale Agreement under seal as of the Effective Date.

**BUYER**

**SELLER**

**Albany County Airport Authority**

**Annsville Solar 1, LLC**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

## **Glossary of Terms**

**“Affiliate”** means, as to any person or entity, any other person or entity which, directly or indirectly, is in control of, is controlled by, or is under common control with, such person or entity. For purposes of this definition, “control” of a person or entity means the power, directly or indirectly, to direct or cause the direction of the management and policies of such person or entity whether by contract or otherwise.

**“Applicable Law”** means any present and future law, act, rule, requirement, order, by-law, ordinance, regulation, judgment, decree, or injunction of or by any Governmental Authority, ordinary or extraordinary, foreseen or unforeseen, and all licenses, permits, and other governmental consents, which may at any time be applicable to a Party’s rights and obligations hereunder, including, without limitation, constructing, operating, and owning the Facility, and selling and purchasing Credits.

**“Billing Period”** shall mean as defined in the applicable Tariff pursuant to which the Facility becomes qualified to receive Credits.

**“Business Day”** means a day on which Federal Reserve member banks in Boston, MA are open for business; and a Business Day shall open at 8:00 a.m. and close at 5:00 p.m. Eastern Prevailing Time.

**“Commercial Operations”** shall occur for the Facility when (i) Seller has obtained all necessary licenses, permits and approvals under Applicable Law to install and operate the Facility, (ii) the Facility is able to generate and supply electricity to the Utility’s electricity distribution system, (iii) Seller has completed or obtained all Facility-related equipment and rights, if any, to allow regular Facility operation, and (iv) if applicable and to the extent required, the Utility has approved the Facility’s interconnection with the electricity distribution system to allow regular Facility operation.

**“Commercial Operations Date”** means the date on which the Facility achieves Commercial Operations and has obtained the final statement of qualification from the New York Public Service Commission (or equivalent).

**“Community Distributed Generation Facility”** means an electric generation facility that satisfies all applicable requirements established by the New York State Public Service Commission in its July 17, 2015 Order Establishing a Community Distributed Generation Program and Making Other Findings issued in Docket No. 15-E-0082, together with any and all supplemental or subsequent Orders issued by the New York State Public Service Commission in Docket Nos. 15-E-0082 and 15-E-0751 regarding such facilities and together with any and all Tariffs applicable to such generation facilities.

**“Confidential Information”** means all oral and written information exchanged between the Parties which contains proprietary business or confidential information of a Party. The Parties agree that the provisions and specifics (but not the existence) of this Agreement constitute Confidential Information. The following exceptions, however, do not constitute Confidential

Information for purposes of this Agreement: (a) information that is or becomes generally available to the public other than as a result of a disclosure by either Party in violation of this Agreement; (b) information that was already known by the receiving Party on a non-confidential basis prior to this Agreement; (c) information that becomes available to receiving Party on a non-confidential basis from a source other than the disclosing Party if such source was not subject to any prohibition against disclosing the information to such Party; (d) information a Party is required to disclose in connection with any administrative or regulatory approval or filing process in connection with the conduct of its business or in accordance with any statute or regulations; (e) is disclosed by the disclosing Party to a third party without a duty of confidentiality; and (f) is disclosed by the receiving Party with the written permission of the disclosing Party's prior written approval.

**“Construction Commencement Date”** means the date of commencement of site preparation or construction activities on the property upon which the Facility is located.

**“Credits”**, means the monetary value of the excess Energy generated by the Facility, which value is calculated as of the Effective Date by the Utility according to its Tariff and applied by the Utility as a bill credit to Buyer's Utility accounts; and excluding, for the avoidance of doubt, any Tax Attributes or Environmental Attributes; provided, however that Seller shall be entitled in its sole discretion to transfer the Environmental Attributes from the Facility to the Utility in accordance with the Value of Distributed Energy Resources Program rules, in order to have the Credits include the value associated with said Environmental Attributes.

**“Credit Value”** means the dollar per kilowatt value (\$/kWh) and shall be determined by reference to the relevant Value of Distributed Energy Resources Program rules and the applicable Tariff, for the relevant Billing Period.

**“Energy”** means the amount of electricity the Facility generates over a period of time, expressed in terms of kilowatt hour (“kWh”) or megawatt hour (“MWh”).

**“Environmental Attribute”** means GIS Certificates, Renewable Energy Certificates, carbon trading credits, emissions reductions credits, emissions allowances, green tags, Green-e certifications, or other entitlements, benefits, certificates, products, or valuations attributed to the Facility and its displacement of conventional energy generation, or any other entitlement pursuant to any federal, state, or local program applicable to renewable energy sources, whether legislative or regulatory in origin, as amended from time to time, and excluding, for the avoidance of doubt, any Tax Attributes and the Credits.

**“Facility”** means the solar (PV) power electrical generation facility identified on Exhibit B, attached hereto and incorporated herein, together with all appurtenant equipment required to interconnect the Facility to the Utility's electric distribution system.

**“Force Majeure”** means any cause not within the reasonable control of the affected Party which precludes that Party from carrying out, in whole or in part, its obligations under this Agreement, including, but not limited to, Acts of God; high winds, hurricanes or tornados; fires;

epidemics; landslides; earthquakes; floods; other natural catastrophes; strikes; lock-outs or other industrial disturbances; acts of public enemies; acts, failures to act or orders of any kind of any Governmental Authority acting in its regulatory or judicial capacity (including permitting delays); acts or failures to act of the Utility, including disconnections of the Facility from the Utility system; insurrections; military action; war, whether or not it is declared; sabotage; riots; civil disturbances or explosions. A Party may not assert an event of *Force Majeure* to excuse it from performing due to any governmental act, failure to act, or order, where it was reasonably within such Party's power to prevent such act, failure to act, or order. Economic hardship of either Party shall not constitute an event of *Force Majeure*.

**“Governmental Authority”** means any national, state or local government, or any other governmental, judicial, regulatory, public or statutory instrumentality, authority, body, agency, department, bureau, or entity.

**“Governmental Charges”** means all applicable federal, state and local taxes (other than taxes based on income or net worth, but including, without limitation, sales, use, gross receipts or similar taxes), governmental charges, emission allowance costs, duties, tariffs, levies, licenses, fees, permits, assessments, adders or surcharges (including public purposes charges and low income bill payment assistance charges), imposed or authorized by a Governmental Authority, Utility, or other similar entity, on or with respect to the Credits, but does not include any non-bypassable charge(s) designed to recover additional costs due to Buyer's purchase or receipt of the Credits, and/or any similar utility rate or charge imposed in its place, regardless of how named or characterized.

**“Interest Rate”** means a fluctuating interest rate per annum equal to the sum of (i) the Prime Rate as stated in the “Bonds, Rates & Yields” section of The Wall Street Journal on the Effective Date and thereafter on the first day of every calendar month, plus (ii) two percentage points. (In the event that such rate is no longer published in The Wall Street Journal or such publication is no longer published, the Interest Rate shall be set using a comparable index or interest rate mutually acceptable to both the Seller and Buyer.) The Interest Rate hereunder shall change on the first day of every calendar month. Interest shall be calculated daily on the basis of a year of three hundred sixty-five (365) days and the actual number of days for which such interest is due.

**“Lender”** means the entity or person(s) (or any affiliate of any thereof) from time to time providing any debt or equity financing or refinancing to the Seller or any affiliate thereof or otherwise for the construction of, expansion of, and/or operation and maintenance of, the Facility, and any successors, assigns, agents, or trustees thereof, including any lessor.

**“Meter”** means the meter furnished and installed by the Utility to measure the electricity delivered by the Utility to the Facility and delivered by the Facility to the Utility.

**“Price”** is defined on Exhibit A.

**“Purchase Percentage”** is defined on Exhibit A.

**“Quantity”** means quantity of Credits purchased by Buyer, measured in kWh, associated with the Energy generated by the Facility during the relevant Term or Billing Period (as determined pursuant to applicable law, regulation and Tariff), multiplied by the Purchase Percentage.

**“Renewable Energy Certificate”** or **“REC”** means a certificate, credit, allowance, green tag, or other transferable indicia, howsoever entitled, created by an applicable program or certification authority indicating generation of a particular quantity of energy, or product associated with the generation of a megawatt-hour (MWh) from a renewable energy source by a renewable energy project, and excluding, for the avoidance of doubt, the Tax Attributes and the Credits.

**“Tariff”** means the Utility tariff for interconnection for distributed generation and compensation under the Value of Distributed Energy Resources Program, and as approved by the New York State Public Service Commission, together with any subsequent amendments and approvals thereto.

**“Tax Attributes”** means the investment tax or production credits (including any grants or payments in lieu thereof) and any tax deductions or other benefits under the Internal Revenue Code or applicable federal, state, or local law available as a result of the ownership and operation of the Facility or the output generated by the Facility (including, without limitation, tax credits (including any grants or payments in lieu thereof) and accelerated and/or bonus depreciation), and excluding, for the avoidance of doubt, any Environmental Attributes and Credits.

**“Utility”** means the electric distribution company providing service to the Facility.

**“Utility Account(s)”** means the Utility accounts designated by Buyer and identified to the Utility by the Seller pursuant to applicable regulation under the Value of Distributed Energy Resources Program. “Utility Accounts” may include but not be limited to “Satellite Accounts,” as that term is utilized within the Value of Distributed Energy Resources Program.

**“Utility Statement(s)”** means the statements from the Utility, which accompanies the Buyer’s Utility Account(s).

**“Value of Distributed Energy Resources Program”** means the program that provides for the creation and allocation of monetary Utility bill credits pursuant to the crediting methodology known as the “Value Stack,” established by the New York State Public Service Commission (and implemented by the Tariff) pursuant to the March 9, 2017 Order on Net Energy Metering Transition, Phase One of Value of Distributed Energy Resources, and Related Matters, together with any and all supplemental Orders issued by the New York State Public Service Commission in Docket Nos. 15-E-0751 and 15-E-0082 and together with any Tariffs following therefrom.

## **EXHIBIT A**

### **PRICE; and PURCHASE PERCENTAGE**

***“Price”*** means the amount equal to eighty-nine percent (89%) of the Credit Value for that Billing Period.

***“Purchase Percentage”*** equals forty one percent (41%) of the Energy generated during the relevant Billing Period.

## **EXHIBIT B**

### **FACILITY**

**The Facility** is the approximately 5 MW (AC) solar (PV) power electrical generation facility located at 4592 Palmer Rd. Annsville, NY, described, as of the date hereof, in ISA# 411868.

## CREDIT PURCHASE AND SALE AGREEMENT

This Credit Purchase and Sale Agreement (“*Agreement*”) is entered into as of [REDACTED], 2025 (the “*Effective Date*”) by and between **Annsville Solar 2, LLC, LLC**, a Delaware limited liability company (“*Seller*”), and Albany County Airport Authority, a body corporate and politic constituting a public benefit corporation established and existing pursuant to the Albany County Airport Authority Act enacted by Chapter 686 of the laws of 1993 and set forth in Title 32 of the New York Public Authorities Law, having offices at the Albany International Airport, 737 Albany Shaker Road, Albany, NY 12211 (“*Buyer*”). In this Agreement, Seller and Buyer are sometimes referred to individually as a “*Party*” and collectively as the “*Parties*.”

### RECITALS

**WHEREAS**, Seller finances, develops, owns, operates and maintains solar (PV) electric generation facilities; and

**WHEREAS**, Seller desires to sell and deliver to Buyer, and Buyer desires to purchase and receive from Seller, the Credits associated with Energy generated by the Facility, but not the Environmental Attributes or Tax Attributes, during the Term, subject to the terms set forth in this Agreement.

**NOW, THEREFORE**, in consideration of the foregoing recitals, mutual representations, warranties, covenants and conditions herein, and the Exhibits attached hereto, Seller and Buyer agree as follows.

### ARTICLE I DEFINITIONS

When used in this Agreement, capitalized terms shall have the meanings given in the Glossary of Terms, attached hereto and incorporated herein, unless a different meaning is expressed or clearly indicated by the context. Words defined in the Glossary of Terms which are capitalized shall be given their common and ordinary meanings when they appear without capitalization in the text. Words not defined herein shall be given their common and ordinary meanings.

### ARTICLE II TERM

2.1 Term. The term of this Agreement (the “*Term*”) shall begin on the Effective Date and shall end at the earlier of (i) 11:59 PM on the day preceding the fifteenth (15<sup>th</sup>) anniversary of the Commercial Operations Date (the “*Termination Date*”), or (ii) such dates of which this Agreement may be earlier terminated pursuant to the provisions hereof. The Parties, by mutual written agreement may exercise one (1) option to renew this Agreement, for an additional five (5) year term.

2.2 Early Termination. This Agreement may be terminated before the Termination Date (the “*Early Termination Date*”):

- (a) by Seller, subject to Section 5.4, upon thirty (30) days' notice to Buyer, if Seller, in its sole discretion, determines that (i) prior to the Construction Commencement Date, it should not construct the Facility or (ii) after the Construction Commencement Date it should abandon the Facility as a result of an event of Force Majeure;
- (b) by Seller, in accordance with section 4.1 (regarding conditions precedent);
- (c) by either Party, in accordance with Section 4.2 (regarding regulatory change);
- (d) pursuant to Section 10.3 (regarding financing).

Upon early termination of this Agreement in accordance with this Section 2.2, each Party shall discharge by performance all obligations due to the other Party that arose before the Early Termination Date and the Parties shall have no further obligations hereunder except those which survive expiration or termination of this Agreement in accordance with the terms hereof.

### **ARTICLE III TITLE; COMMERCIAL OPERATION DATE**

#### **3.1 Title.**

- (a) Under no circumstances shall the Buyer have or retain title to the Facility, Energy, Environmental Attributes, Tax Attributes, generation capacity and ancillary services produced or associated with the Energy or the Facility. If Buyer is deemed to be the owner or provider of any of the above, Buyer shall assign them to Seller, and if Buyer receives any payments for them it shall promptly pay them to Seller. This Section 3.1(a) shall survive the termination of this Agreement.
- (b) As between Seller and Buyer, title to, and risk of loss of, the Credits will pass from Seller to Buyer upon allocation of the Credits to Buyer's Utility Account(s).

3.2 Notice of Commercial Operations Date. Seller shall promptly notify Buyer in writing of the Commercial Operations Date.

### **ARTICLE IV CONDITIONS PRECEDENT; REGULATORY CHANGE**

4.1 Conditions Precedent. Seller's obligations under this Agreement are subject to the Facility's connection to the Utility pursuant to any laws, regulations or tariffs qualifying the Facility to generate Credits. Buyer agrees that it will, in good faith, execute any reasonably requested documentation required by any Governmental Authority or the Utility. If the Facility does not so qualify to generate Credits then Seller may, but shall not be obligated to, terminate this Agreement by delivering notice to the Buyer. If this Agreement is terminated pursuant to this Section 4.1, the termination shall be effective as of the delivery of such notice without further liability of the Parties to each other, provided that the Parties shall not be released from any payment or other obligations arising under this Agreement prior to the delivery of

the notice and Section 11.1 (Disputes) shall continue to apply notwithstanding such termination.

- 4.2 Obligation to Modify Agreement Pursuant to Actions by Governmental Authority. Upon a Governmental Authority order, decision, or regulation implementation, or upon the administration or interpretation thereof by the New York State Public Service Commission, the Utility, or any other Governmental Authority that (i) materially restricts Seller's ability to deliver Credits to Buyer or to fulfill its other obligations under this Agreement, (ii) materially restricts Buyer's ability to receive Credits, or (iii) disallows the Facility's qualification under laws, regulations or tariffs qualifying the Facility to generate Credits, as appropriate, the Parties shall negotiate in good faith to amend this Agreement to conform to such rule(s) and/or regulation(s) to the greatest extent possible, and shall use commercially reasonable efforts to conform such amendment to restore the economic benefit to each Party and to do so in a timely fashion. If the Parties, negotiating in good faith, cannot agree concerning conforming to such actions, then either Party may terminate this Agreement.

## **ARTICLE V PURCHASE AND SALE OF CREDITS; GOVERNMENTAL CHARGES**

- 5.1 Sale and Purchase of Credits. Beginning on the Commercial Operations Date and continuing throughout the Term, Seller agrees to sell to Buyer, and Buyer agrees to accept from Seller and to pay the Price multiplied by the Quantity. The Price is stated on Exhibit A, attached hereto and incorporated herein.
- 5.2 Delivery; Indemnification. Seller shall, in its sole discretion, direct the Utility to deliver the Credits to Buyer under the Value of Distributed Energy Resources Program.
- (a) To deliver the Credits to Buyer, Seller shall direct the Utility to allocate the Credits purchased by Buyer under this Agreement to Buyer's Utility Account(s) (as determined by a process established by the Utility pursuant to the Tariff or other similar rules adopted by the Utility).
  - (b) Buyer understands that the Credits delivered to Buyer in any particular month will be reflected on Buyer's Utility Statement as a monetary credit amount and not as an electricity quantity; and that such credit will be reflected on the Utility Statement according to the Utility's billing cycle, which may be up to approximately two (2) months after the Facility generates the Energy associated with the Credits.

- (c) Buyer acknowledges that Seller is relying on commitments made by Buyer under this Agreement for the Facility to receive and maintain qualification as a Community Distributed Generation Facility. Buyer agrees that it shall not take any action that would cause the Facility not to be qualified as a Community Distributed Generation Facility, and shall cooperate with Seller to assure the Facility's continued qualification.
- (d) Seller will attempt to correct any Utility allocation error and Buyer agrees to cooperate in a timely manner as needed.

### 5.3 Governmental Charges.

- (a) Seller is responsible for any Governmental Charges attributable to the sale of Credits hereunder, whether imposed before, upon or after the allocation and delivery of Credits to Buyer.
- (b) The Parties shall use commercially reasonable efforts to administer this Agreement and implement its provisions to minimize Governmental Charges. If any Credits sales are exempted from or not subject to one or more Governmental Charges, the relevant Party shall, promptly upon the other Party's written request, provide the other Party with all necessary documentation to evidence the exemption or exclusion.

### 5.4 Contract Adjustments.

- (a) If the Seller determines in its sole discretion that it's beneficial to submit a revised Exhibit A and B designating a new Facility or Multiple Facilities to satisfy the Buyer's subscription requirements, then Seller may submit a revised Exhibit A and B designating a new Facility or Facilities and this Agreement shall be modified to account for the revisions, provided that the alternate Facility (i) are located within the same Utility service territory (ii) have Commercial Operation Date(s) that are not substantially later than is anticipated for the original Facility (iii) satisfy the program qualification requirements, and (iii) the Quantity of Credits provided does not increase or decrease by more than \$5000; if Quantity of Credits increase or decreases by more than \$5000 Seller shall seek Buyer approval of the Quantity change, not to be unreasonably withheld or conditioned.. If the Seller chooses to designate multiple facilities to satisfy the Buyer's subscription requirements for the estimated Quantity, then Buyer will be required to execute additional credit purchase and sale agreements in the same form as this Agreement for each additional Facility designated by Seller.
- (b) Buyer may request in writing an update to the Utility Accounts, and upon consent by Seller (such consent not to be unreasonably withheld, conditioned or delayed), such updated Utility Accounts shall automatically become effective ninety (90) days after Seller's consent. Notwithstanding the above, any requested amendments must be to Utility Accounts within the same utility area and the aggregate Purchase Percentage shall not be adjusted. Buyer further acknowledges that all invoices and payments for Credits with respect to allocations made to Utility accounts prior to the effective date

of any updated Utility Account list shall not be affected by any such update or amendment.

## **ARTICLE VI PAYMENT**

### **6.1 Payment.**

- (a) Beginning with the first Billing Period that Seller delivers Energy to the Utility, Seller shall provide an invoice to Buyer (the “***Invoice***”) for the amount due based on the Price multiplied by the Quantity.
- (b) Buyer shall remit payment of the full amount of each Invoice to Seller or its designee by electronic funds transfer (or other means agreeable to Seller) to the account designated by Seller within thirty (30) days following Buyer’s receipt of each Invoice. If Buyer does not pay an Invoice within thirty (30) days of receiving the Invoice, the amount due on the Invoice shall bear interest from the date on which the payment was due, through and including the date Seller receives the payment. The annual Interest accrual rate is the Interest Rate.
- (c) Before the Commercial Operations Date, Buyer shall take all actions necessary to allow Seller to electronically access, for the Term, the Utility Statement(s) and account information solely for purposes of fulfilling Seller’s obligations under this Agreement.
- (d) The Parties shall resolve Invoice disputes according to Section 6.3 (Invoice Disputes).

### **6.2 Records and Audits.**

- (a) Seller shall maintain accurate operating records in order to properly administer this Agreement.
- (b) Each Party shall keep, for a period of not less than two (2) years after the expiration or termination of any transaction, records sufficient to permit the other Party to verify the accuracy of billing statements, invoices, charges, computations and payments for the transaction. During these periods each Party may, at its sole cost and expense, and upon reasonable notice to the other Party, examine the other Party’s records regarding the transactions during the other Party’s normal business hours.

### **6.3 Invoice Disputes; Invoice Discrepancies.**

- (a) If a Party, in good faith, disputes an Invoice, including disputes under Section 6.3(b), the disputing Party shall promptly notify the other Party of the basis for the dispute and Buyer shall pay the undisputed portion of the Invoice no later than the due date. Any required payment shall be made within seven (7) Business Days of resolving the dispute. Any overpayments shall be returned by the receiving Party promptly

following the request or, deducted from subsequent payments with interest accrued at the Interest Rate, at the option of the overpaying Party. The Parties may only dispute amounts owed or paid within twelve (12) calendar months from the Invoice date. If the Parties are unable to resolve an Invoice dispute under this Section, the Parties shall follow the procedure set forth in Article 11 (regarding dispute resolution).

- (b) If the Parties determines that the value of Credits reflected on an Invoice is different than the value of Credits allocated to Buyer's Utility Account(s), and that the discrepancy is due to an issue related to the Meter, Seller shall use commercially reasonable efforts to resolve the issue with the Utility and repair or replace the Meter. If the discrepancy is due to an accounting or administrative error by the Utility, Buyer, as the Utility Account holder, and with Seller's cooperation, shall resolve the discrepancy with the Utility.

## **ARTICLE VII REPRESENTATIONS, WARRANTIES, COVENANTS**

7.1 Each Party represents and warrants to the other Party as follows.

- (a) The Party is duly organized, validly existing, and in good standing under the laws of the state in which the Party is organized and is authorized to conduct business in the State of New York.
- (b) The Party has full legal capacity to enter into and perform this Agreement.
- (c) The execution of the Agreement has been duly authorized, and each person executing the Agreement on behalf of the Party has full authority to do so and to fully bind the Party.
- (d) It shall perform its obligations under this Agreement in material compliance with Applicable Law.

7.2 The Parties acknowledge and agree that, for purposes of this Agreement, Seller is not a "utility" as such term is used in Section 366 of the United States Bankruptcy Code, and Buyer agrees to waive and not to assert the applicability of the provisions of Section 366 in any bankruptcy proceeding wherein Buyer is a debtor.

7.3 To the extent the financial statements are not publicly available, or if Buyer's credit rating is withdrawn or greater than two years old, Buyer shall provide to Seller, on or prior to the Effective Date and annually thereafter, a copy of the most recent year's financial statements for Buyer, at any time, the Buyer or its Affiliates contract for more than ten (10) MW (DC) aggregate energy generated by any of Seller or its Affiliate's solar energy (PV) facilities, and the investment grade rating of the Buyer does not meet or falls below Standard & Poor's BBB- or Moody's Baa3 or Fitch's BBB ("Investment Grade"), then Seller may terminate this Agreement or require that the Buyer provide credit support from an Investment Grade counterparty in a form acceptable to Seller

**ARTICLE VIII  
TERMINATION; DEFAULT**

8.1 Events of Default. The following shall each constitute an Event of Default by a Party.

- (a) The Party fails to make any material payment due under this Agreement within thirty (30) days after such payment is due unless the specific amount of the payment not made is being disputed.
- (b) The Party fails to perform or comply with any material covenant or agreement set forth in this Agreement and such failure continues for a period of thirty (30) days after receipt of written notice thereof from the other Party; provided, however, if the defaulting Party proceeds with due diligence during such thirty (30) day period to cure such breach and is unable by reason of the nature of the work involved using commercially reasonable efforts to cure the same within the said thirty (30) days, the defaulting Party's time to do so shall be extended by the time reasonably necessary to cure the same.
- (c) Fraud or intentional misrepresentation by the Party with respect to any of the covenants or agreements of this Agreement.
- (d) The Party:
  - i. is dissolved (other than pursuant to a consolidation, amalgamation or merger);
  - ii. makes a general assignment, arrangement or composition with or for the benefit of its creditors; or
  - iii. (A) applies for or consents to the appointment, or the taking of possession by, a receiver, custodian, trustee or liquidator of itself or a substantial portion of its property; (B) admits in writing its inability, or is generally unable, to pay its debts as such debts become due; (C) commences a voluntary case under any bankruptcy law; (D) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding up, or composition or readjustment of debts; (E) acquiesces in, or fails to contest in a timely manner, any petition filed against it in an involuntary case under bankruptcy law or seeking to dissolve it under other applicable law; or (F) takes any action authorizing its dissolution.

8.2 Force Majeure. Except as specifically provided herein, if by reason of *Force Majeure*, either Party is unable to carry out, either in whole or in part, any of its obligations herein contained, such Party shall not be deemed to be in default during the continuation of such inability, provided that: (i) the non-performing Party, within a reasonable time after the occurrence of the *Force Majeure* event, gives the other Party hereto written notice describing the particulars of the occurrence and the anticipated period of delay; (ii) the suspension of performance be of no greater scope and of no longer duration than is required by the *Force Majeure* event; (iii) no obligations of the Party which were to be performed prior to the

occurrence causing the suspension of performance shall be excused as a result of the occurrence; and (iv) the non-performing Party shall use commercially reasonable efforts to remedy with all reasonable dispatch the cause or causes preventing it from carrying out its obligations.

### 8.3 Termination for Default.

- (a) Upon the occurrence of an Event of Default, the non-defaulting Party at any time thereafter may give written notice to the defaulting Party specifying such Event of Default and such notice may state that this Agreement and the Term shall expire and terminate on a date specified in such notice, subject to the rights to cure of Section 8.1 and Section 10.2(a)(iii)(A), and upon any termination date specified in such notice, this Agreement shall terminate as though such date were the date originally set forth herein for the termination hereof.
- (b) If this Agreement is terminated due to an Event of Default, Seller shall have no further obligation to deliver, and Buyer shall have no further obligation to purchase, Credits generated after that termination date.

## **ARTICLE IX REMEDIES; LIMITATION OF LIABILITY; WAIVER**

9.1 Remedies. Subject to the limitations set forth in this Agreement, upon an Event of Default by Buyer, Seller may sell Credits produced by the Facility to persons other than Buyer, and recover from Buyer any loss in revenues including as a result from such sales; and/or pursue other remedies available at law or in equity. Buyer and Seller each reserve and shall have all rights and remedies available to it at law or in equity with respect to the performance or non-performance of the other Party hereto under this Agreement. Each Party shall take commercially reasonable actions available to it to mitigate damages it may incur as a result of the other Party's non-performance under this Agreement.

9.2 Limitation of Liability. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY PUNITIVE DAMAGES OF ANY CHARACTER, RESULTING FROM, ARISING OUT OF, IN CONNECTION WITH OR IN ANY WAY INCIDENT TO ANY ACT OR OMISSION OF EITHER PARTY RELATED TO THE PROVISIONS OF THIS AGREEMENT, IRRESPECTIVE OF WHETHER CLAIMS OR ACTIONS FOR SUCH DAMAGES ARE BASED UPON CONTRACT, WARRANTY, NEGLIGENCE (EXCEPT GROSS NEGLIGENCE), STRICT LIABILITY OR ANY OTHER THEORY AT LAW OR EQUITY.

### 9.3 Waivers.

- (a) No Implied Waivers – Remedies Cumulative. No covenant or agreement under this Agreement shall be deemed to have been waived by Seller or Buyer unless the waiver is in writing and signed by the Party against whom it is to be enforced or such Party's agent. A Party's consent or approval to any act or matter must be in writing, shall apply only with respect to the particular act or matter in which such consent or

approval is given, and shall not relieve the other Party from the obligation wherever required under this Agreement to obtain consent or approval for any other act or matter. A Party's failure to insist upon the strict performance of any one of the covenants or agreements of this Agreement or to exercise any right, remedy or election herein contained or permitted by law shall not constitute or be construed as a waiver or relinquishment for the future of such covenant or agreement, right, remedy or election, but the same shall continue and remain in full force and effect. Any Party's right or remedy specified herein or any other right or remedy a Party may have at law, in equity or otherwise upon breach of any covenant or agreement herein contained shall be a distinct, separate and cumulative right or remedy and no one of them, whether exercised or not, shall be deemed to be in exclusion of any other.

- (b) Acceptance of Payment. Neither receipt nor acceptance by Seller or Buyer of any payment due herein, nor payment of same by Buyer or Seller, shall be deemed to be a waiver of any default under the covenants or agreements of this Agreement, or of any right or defense that Seller or Buyer may be entitled to exercise hereunder.

## **ARTICLE X ASSIGNMENT**

10.1 Prior Written Consent. Neither Party may assign, sell, transfer or in any other way convey its rights, duties or obligations under this Agreement, either in whole or in part, without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed, except that without consent of Buyer, Seller (i) may assign its rights and obligations hereunder to an Affiliate of Seller and (ii) may sell or collaterally assign this Agreement in accordance with Section 10.2. For purposes of this Section 10.1, transfer does not include any sale of all or substantially all of the assets of Seller or Buyer or any merger of Seller or Buyer with another person, whether or not Seller or Buyer is the surviving entity from such merger, or any other change in control of Seller or Buyer, provided any such surviving entity assumes all obligations of Seller or Buyer, as appropriate, under this Agreement; provided however, with respect to Buyer, such surviving entity is acceptable to Lender in its sole discretion.

### 10.2 Collateral Assignment; Financing Provisions:

- (a) Financing Arrangements. Seller may mortgage, pledge, grant security interests, assign, or otherwise encumber its interests in this Agreement to a Lender. Buyer acknowledges that in connection with such transactions Seller may secure Seller's obligations by, among other collateral, an assignment of this Agreement and a first security interest in the Facility. In order to facilitate such necessary sale, conveyance, or financing, and with respect to any Lender, Buyer agrees as follows:
  - (i) Consent to Collateral Assignment. Buyer hereby consents to both of the sale of the Facility to a Lender and the collateral assignment of the Seller's right, title and interest in and to this Agreement as security for financing associated with the Facility.

(ii) Rights of Lender. Notwithstanding any contrary term of this Agreement:

(A) Step-In Rights. The Lender, as owner of the Facility, or as collateral assignee of this Agreement, shall be entitled to exercise, in the place and stead of Seller, any and all rights and remedies of Seller under this Agreement in accordance with the terms of this Agreement. The Lender shall also be entitled to exercise all rights and remedies of owners or secured parties, respectively, generally with respect to this Agreement and the Facility;

(B) Opportunity to Cure Default. The Lender shall have the right, but not the obligation, to pay all sums due under this Agreement and to perform any other act, duty or obligation required of Seller thereunder or cause to be cured any default of Seller thereunder in the time and manner provided by the terms of this Agreement. Nothing herein requires the Lender to cure any default of Seller under this Agreement or (unless the Lender has succeeded to Seller's interests under this Agreement) to perform any act, duty or obligation of Seller under this Agreement, but Buyer hereby gives it the option to do so;

(C) Exercise of Remedies. Upon the exercise of remedies, including any sale of the Facility by the Lender, whether by judicial proceeding or under any power of sale contained therein, or any conveyance from Seller to the Lender (or any assignee of the Lender as defined below) in lieu thereof, the Lender shall give notice to Buyer of the transferee or assignee of this Agreement. Any such exercise of remedies shall not constitute a default under this Agreement;

(D) Cure of Bankruptcy Rejection. Upon any rejection or other termination of this Agreement pursuant to any process undertaken with respect to Seller under the United States Bankruptcy Code, at the request of Lender made within ninety (90) days of such termination or rejection, Buyer shall enter into a new agreement with Lender or its assignee having substantially the same terms and conditions as this Agreement.

(iii) Right to Cure.

(A) Cure Period. Buyer will not exercise any right to terminate or suspend this Agreement unless it shall have given the Lender prior written notice of its intent to terminate or suspend this Agreement, as required by this Agreement, specifying the condition giving rise to such right, and the Lender shall not have caused to be cured the condition giving rise to the right of termination or suspension within thirty (30) days after such notice or (if longer) the periods provided for in this Agreement; provided that if such Seller default reasonably cannot be cured by the Lender within such period and the Lender commences and continuously pursues cure of such default within such period, such period for cure will be extended for a reasonable period of time under the circumstances, such period not to exceed an additional ninety (90) days. The Parties' respective obligations will otherwise remain in effect during any cure period.

(B) Continuation of Agreement. If the Lender or its assignee (including any purchaser or transferee), pursuant to an exercise of remedies by the Lender, shall acquire title to or control of Seller's assets and shall, within the time periods described in Section 10.2(a)(iii)(A), cure all defaults under this Agreement existing as of the date of such change in title or control in the manner required by this Agreement and which are capable of cure by a third person or entity, then such person shall no longer be in default under this Agreement, and this Agreement shall continue in full force and effect.

(b) Lender a Third-Party Beneficiary. Buyer agrees and acknowledges that Lender is a third-party beneficiary of the provisions of this Section 10.2.

(c) Entry to Consent to Assignment. Buyer agrees to (i) execute any consents to assignment or acknowledgements (ii) within ten (10) days after Seller's written request, execute and deliver to Seller (or such parties as Seller shall designate, including a Lender) written estoppel certificates attesting to certain facts regarding the status of the Agreement and relationship of the Parties.

10.3 Obligation to Modify Agreement. If a Lender or the Seller requires this Agreement to be modified to finance, develop or operate the Facility, and the modification does not (i) materially restrict Seller's ability to deliver Credits to Buyer, (ii) materially restrict Buyer's ability to receive Credits, (iii) the Quantity of Credits provided does not increase or decrease by more than \$5000; if Quantity of Credits increase or decreases by more than \$5000 Seller shall seek Buyer approval of the Quantity change, not to be unreasonably withheld or conditioned or (iv) disallow the Facility's (x) qualification under the Value of Distributed Energy Resources Program or (y) eligibility as a Community Distributed Generation Facility, the Parties shall negotiate in good faith to amend this Agreement in a timely fashion. If the Parties, negotiating in good faith, cannot agree on the amendments, Seller may terminate this Agreement, or, if Seller determines in good faith that the Agreement cannot be amended to allow the Facility to be financed, developed or operated in a commercially reasonable manner, then Seller may terminate the Agreement. The terminating Party shall give the other Party thirty (30) days prior written notice and this Agreement shall terminate without further liability of the Parties to each other, provided that the Parties shall not be released from any obligation arising under this Agreement prior to such termination.

## **ARTICLE XI DISPUTE RESOLUTION**

11.1 Dispute Resolution. The Parties agree to use their respective best efforts to resolve any dispute(s) that may arise regarding this Agreement.

(a) Negotiation. Any dispute that arises under or with respect to this Agreement shall in

the first instance be the subject of informal negotiations between a senior executive of Seller, and a senior executive of Buyer, who shall use their respective best efforts to resolve such dispute. The dispute shall be considered to have arisen when one Party sends the other a notice that identifies with particularity the nature, and the acts(s) or omission(s) forming the basis of, the dispute. The period for informal negotiations shall not exceed fourteen (14) calendar days from the time the dispute arises, unless it is modified by written agreement of the Parties.

(b) Mediation. In the event that the Parties cannot resolve a dispute by informal negotiations, the Parties involved in the dispute agree to submit the dispute to mediation. Within fourteen (14) days following the expiration of the time period for informal negotiations, the Parties involved in the dispute shall propose and agree upon a neutral and otherwise qualified mediator. In the event that the Parties fail to agree upon a mediator either Party may request the American Arbitration Association (the “AAA”) to appoint a mediator. The period for mediation shall commence upon the appointment of the mediator and shall not exceed sixty (60) days, unless such time period is modified by written agreement of the Parties involved in the dispute. The decision to continue mediation shall be in the sole discretion of each Party involved in the dispute. The Parties will bear their own costs of the mediation. The mediator’s fees shall be shared equally by all Parties involved in the dispute.

(c) Arbitration.

(i) Rules of Arbitration. Any Dispute that is not settled to the mutual satisfaction of the Parties pursuant to Sections 11.1(a) and (b) shall (except as provided in Section 11.2(d)) be settled by binding arbitration between the Parties conducted in Boston, Massachusetts, or such other location mutually agreeable to the Parties, and in accordance with the Commercial Arbitration Rules of the AAA in effect on the date that a Party gives notice of its demand for arbitration.

(ii) Dispute Submission. The Party initiating the Arbitration (the “Submitting Party”) shall submit such Dispute to arbitration by providing a written demand for arbitration to the other Party (the “**Responding Party**”), which demand must include statements of the facts and circumstances surrounding the dispute, the legal obligation breached by the other Party, the amount in controversy and the requested relief, accompanied by all relevant documents supporting the Demand.

(iii) Arbitrator Selection. The arbitrator(s) selected shall have contract resolution experience and experience in the electric power business and shall not have any current or past substantial business or financial relationships with the Parties or their Affiliates. Arbitrators must agree to be bound by the confidentiality provisions of this Agreement. If the amount in controversy is less than \$250,000, the Dispute will be determined by a single neutral arbitrator, who will be chosen by the Parties within forty-five (45) days of submission of the demand on the Responding Party. If the Parties cannot agree on a single neutral

arbitrator within such period, the arbitrator shall be chosen by the AAA. If the amount in controversy is \$250,000 or greater, the Dispute will be determined by a Panel of three (3) arbitrators. Each Party shall select one arbitrator, but if a Party fails to select an arbitrator within forty-five (45) days of the submission of the demand on the Responding Party, the arbitrator will be chosen by the AAA. The two arbitrators so selected will select the third arbitrator, who shall act as the chairman of the panel. If the two arbitrators cannot select the third arbitrator within thirty (30) days (or such additional time as the Parties may agree) of the selection of both of the first two arbitrators, the third arbitrator shall be chosen by the AAA. As used herein, "Panel" means either a single arbitrator or a group of three arbitrators selected as provided herein.

(iv) Discovery. Within fifteen days (15) of the selection of the third arbitrator, the Parties shall submit statements to the Panel summarizing the issues in the case and including recommendations for discovery. Within twenty (20) days of receipt of the statements from the Parties, the Panel will meet with the Parties and issue orders on the scheduling of the case and any discovery to be permitted.

(v) Decision. Upon ten (10) days of completion of the hearing conducted by the Panel, each Party shall submit to the Panel its proposal for resolution of the dispute. The Panel in its award shall be limited to selecting only one of the two proposals submitted by the Parties. The award shall be in writing (stating the amount and reasons therefore) and shall be final and binding upon the Parties, and shall be the sole and exclusive remedy between the Parties regarding any claims and counterclaims presented to the Panel. The Panel shall be permitted, in its discretion, to add pre-award and post-award interest at commercial rates. Judgment upon any award may be entered in any court having jurisdiction.

(vi) Expenses. Unless otherwise ordered by the Panel, each Party shall bear its own expenses and one-half of the cost of the Panel. Payments of the Panel's costs shall be made on a monthly basis prior to the Award.

(d) Exceptions to Arbitration. The obligation to arbitrate shall not be binding upon any Party with respect to (i) requests for preliminary injunctions, temporary restraining orders, specific performance, or other procedures in a court of competent jurisdiction to obtain interim relief deemed necessary by such court to preserve the status quo or prevent irreparable injury pending resolution by arbitration of the actual Dispute; (ii) actions to enforce an award of a Panel or otherwise to collect payments not subject to bona fide dispute; or (iii) claims involving third parties who have not agreed to participate in the arbitration of the Dispute.

(e) Survival of Dispute Resolution Provisions. The provisions of this Section 11.1 shall survive any termination of this Agreement and shall apply (except as provided herein) to any disputes arising out of this Agreement.



(b) If required by any law, statute, ordinance, decision, order or regulation passed, adopted, issued or promulgated by a court, governmental agency or authority having jurisdiction over a Party, that Party may release Confidential Information, or a portion thereof, to the court, governmental agency or authority, as required by applicable law, statute, ordinance, decision, order or regulation, and a Party may disclose Confidential Information to accountants in connection with audits, provided however, to the extent permitted by law, such disclosing Party shall promptly notify the other Party of the required disclosure, such that the other Party may attempt (if such Party so chooses) to cause that court, governmental agency, authority or accountant to treat such information in a confidential manner and to prevent such information from being disclosed or otherwise becoming part of the public domain.

- 12.3 Severability. If any non-material part of this Agreement is held to be unenforceable, the rest of the Agreement will continue in effect. If a material provision is determined to be unenforceable and the Party which would have been benefited by the provision does not waive its unenforceability, then the Parties shall negotiate in good faith to amend the Agreement to restore to the Party that was the beneficiary of such unenforceable provision the benefits of such provision. If the Parties are unable to agree upon an amendment that restores the Parties benefits, the matter shall be resolved under Section 11 (regarding dispute resolution) and an arbitrator may reform the Agreement as the arbitrator deems just and equitable to restore to the Party that was the beneficiary of the unenforceable provision the economic benefits of such provision.
- 12.4 Governing Law. This Agreement and the rights and duties of the Parties hereunder shall be governed by and shall be construed, enforced and performed in accordance with the laws of the State of New York without regard to principles of conflicts of law.
- 12.5 Entire Agreement. This Agreement, together with its exhibits, contains the entire agreement between Seller and Buyer with respect to the subject matter hereof, and supersedes all other understandings or agreements, both written and oral, between the Parties relating to the subject matter hereof.
- 12.6 Press Releases. The Parties shall cooperate with each other when making public announcements of any kind or in any form related to the execution and existence of this Agreement, or the sale or purchase of Credits and no Party shall issue any public announcement or statement with respect to the foregoing without the prior written consent of the other, which shall not be unreasonably withheld, conditioned, or delayed.
- 12.7 No Joint Venture. Nothing herein contained shall be deemed to constitute any Party a partner, agent or legal representative of the other Party or to create a joint venture, partnership, agency or any relationship between the Parties. The obligations of Seller and Buyer hereunder are individual and neither collective nor joint in nature.
- 12.8 Amendments; Binding Effect. This Agreement may not be amended, changed, modified, or altered unless such amendment, change, modification, or alteration is in writing and signed by both Parties or their successor in interest. This Agreement inures to the benefit of and is binding upon the Parties and their respective successors and permitted assigns.

12.9 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute one and the same agreement.

12.10 Further Assurances. From time to time and at any time at and after the execution of this Agreement, each Party shall execute, acknowledge and deliver such documents and assurances, reasonably requested by the other and shall take any other action consistent with the terms of the Agreement that may be reasonably requested by the other to effect or confirm transactions contemplated by this Agreement. Neither Party shall unreasonably withhold, condition or delay its compliance with any reasonable request made pursuant to this Section 12.10.

12.11 Good Faith. All rights, duties and obligations established by this Agreement shall be exercised in good faith and in a reasonable manner.

12.12 No Third-Party Beneficiaries. This Agreement is intended solely for the benefit of the Parties. Except as expressly set forth in this Agreement, nothing in this Agreement shall be construed to create any duty to or standard of care with reference to, or any liability to, or any benefit for, any person not a Party to this Agreement. This Section 12.12 shall not limit the right of a Lender pursuant to Section 10.2.

12.13 No Energy Broker. Seller shall not act as or interfere with any energy broker agreement with Buyer including but not limited to finding suppliers, negotiating rates or managing contracts.

IN WITNESS WHEREOF, the Parties executed this Credit Purchase and Sale Agreement under seal as of the Effective Date.

**BUYER**

**SELLER**

**Albany County Airport Authority**

**Annsville Solar 2, LLC**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

## **Glossary of Terms**

“***Affiliate***” means, as to any person or entity, any other person or entity which, directly or indirectly, is in control of, is controlled by, or is under common control with, such person or entity. For purposes of this definition, “control” of a person or entity means the power, directly or indirectly, to direct or cause the direction of the management and policies of such person or entity whether by contract or otherwise.

“***Applicable Law***” means any present and future law, act, rule, requirement, order, by-law, ordinance, regulation, judgment, decree, or injunction of or by any Governmental Authority, ordinary or extraordinary, foreseen or unforeseen, and all licenses, permits, and other governmental consents, which may at any time be applicable to a Party’s rights and obligations hereunder, including, without limitation, constructing, operating, and owning the Facility, and selling and purchasing Credits.

“***Billing Period***” shall mean as defined in the applicable Tariff pursuant to which the Facility becomes qualified to receive Credits.

“***Business Day***” means a day on which Federal Reserve member banks in Boston, MA are open for business; and a Business Day shall open at 8:00 a.m. and close at 5:00 p.m. Eastern Prevailing Time.

“***Commercial Operations***” shall occur for the Facility when (i) Seller has obtained all necessary licenses, permits and approvals under Applicable Law to install and operate the Facility, (ii) the Facility is able to generate and supply electricity to the Utility’s electricity distribution system, (iii) Seller has completed or obtained all Facility-related equipment and rights, if any, to allow regular Facility operation, and (iv) if applicable and to the extent required, the Utility has approved the Facility’s interconnection with the electricity distribution system to allow regular Facility operation.

“***Commercial Operations Date***” means the date on which the Facility achieves Commercial Operations and has obtained the final statement of qualification from the New York Public Service Commission (or equivalent).

“***Community Distributed Generation Facility***” means an electric generation facility that satisfies all applicable requirements established by the New York State Public Service Commission in its July 17, 2015 Order Establishing a Community Distributed Generation Program and Making Other Findings issued in Docket No. 15-E-0082, together with any and all supplemental or subsequent Orders issued by the New York State Public Service Commission in Docket Nos. 15-E-0082 and 15-E-0751 regarding such facilities and together with any and all Tariffs applicable to such generation facilities.

“***Confidential Information***” means all oral and written information exchanged between the Parties which contains proprietary business or confidential information of a Party. The Parties agree that the provisions and specifics (but not the existence) of this Agreement constitute Confidential Information. The following exceptions, however, do not constitute Confidential

Information for purposes of this Agreement: (a) information that is or becomes generally available to the public other than as a result of a disclosure by either Party in violation of this Agreement; (b) information that was already known by the receiving Party on a non-confidential basis prior to this Agreement; (c) information that becomes available to receiving Party on a non-confidential basis from a source other than the disclosing Party if such source was not subject to any prohibition against disclosing the information to such Party; (d) information a Party is required to disclose in connection with any administrative or regulatory approval or filing process in connection with the conduct of its business or in accordance with any statute or regulations; (e) is disclosed by the disclosing Party to a third party without a duty of confidentiality; and (f) is disclosed by the receiving Party with the written permission of the disclosing Party's prior written approval.

**“Construction Commencement Date”** means the date of commencement of site preparation or construction activities on the property upon which the Facility is located.

**“Credits”**, means the monetary value of the excess Energy generated by the Facility, which value is calculated as of the Effective Date by the Utility according to its Tariff and applied by the Utility as a bill credit to Buyer's Utility accounts; and excluding, for the avoidance of doubt, any Tax Attributes or Environmental Attributes; provided, however that Seller shall be entitled in its sole discretion to transfer the Environmental Attributes from the Facility to the Utility in accordance with the Value of Distributed Energy Resources Program rules, in order to have the Credits include the value associated with said Environmental Attributes.

**“Credit Value”** means the dollar per kilowatt value (\$/kWh) and shall be determined by reference to the relevant Value of Distributed Energy Resources Program rules and the applicable Tariff, for the relevant Billing Period.

**“Energy”** means the amount of electricity the Facility generates over a period of time, expressed in terms of kilowatt hour (“kWh”) or megawatt hour (“MWh”).

**“Environmental Attribute”** means GIS Certificates, Renewable Energy Certificates, carbon trading credits, emissions reductions credits, emissions allowances, green tags, Green-e certifications, or other entitlements, benefits, certificates, products, or valuations attributed to the Facility and its displacement of conventional energy generation, or any other entitlement pursuant to any federal, state, or local program applicable to renewable energy sources, whether legislative or regulatory in origin, as amended from time to time, and excluding, for the avoidance of doubt, any Tax Attributes and the Credits.

**“Facility”** means the solar (PV) power electrical generation facility identified on Exhibit B, attached hereto and incorporated herein, together with all appurtenant equipment required to interconnect the Facility to the Utility's electric distribution system.

**“Force Majeure”** means any cause not within the reasonable control of the affected Party which precludes that Party from carrying out, in whole or in part, its obligations under this Agreement, including, but not limited to, Acts of God; high winds, hurricanes or tornados; fires;

epidemics; landslides; earthquakes; floods; other natural catastrophes; strikes; lock-outs or other industrial disturbances; acts of public enemies; acts, failures to act or orders of any kind of any Governmental Authority acting in its regulatory or judicial capacity (including permitting delays); acts or failures to act of the Utility, including disconnections of the Facility from the Utility system; insurrections; military action; war, whether or not it is declared; sabotage; riots; civil disturbances or explosions. A Party may not assert an event of *Force Majeure* to excuse it from performing due to any governmental act, failure to act, or order, where it was reasonably within such Party's power to prevent such act, failure to act, or order. Economic hardship of either Party shall not constitute an event of *Force Majeure*.

**“Governmental Authority”** means any national, state or local government, or any other governmental, judicial, regulatory, public or statutory instrumentality, authority, body, agency, department, bureau, or entity.

**“Governmental Charges”** means all applicable federal, state and local taxes (other than taxes based on income or net worth, but including, without limitation, sales, use, gross receipts or similar taxes), governmental charges, emission allowance costs, duties, tariffs, levies, licenses, fees, permits, assessments, adders or surcharges (including public purposes charges and low income bill payment assistance charges), imposed or authorized by a Governmental Authority, Utility, or other similar entity, on or with respect to the Credits, but does not include any non-bypassable charge(s) designed to recover additional costs due to Buyer's purchase or receipt of the Credits, and/or any similar utility rate or charge imposed in its place, regardless of how named or characterized.

**“Interest Rate”** means a fluctuating interest rate per annum equal to the sum of (i) the Prime Rate as stated in the “Bonds, Rates & Yields” section of The Wall Street Journal on the Effective Date and thereafter on the first day of every calendar month, plus (ii) two percentage points. (In the event that such rate is no longer published in The Wall Street Journal or such publication is no longer published, the Interest Rate shall be set using a comparable index or interest rate mutually acceptable to both the Seller and Buyer.) The Interest Rate hereunder shall change on the first day of every calendar month. Interest shall be calculated daily on the basis of a year of three hundred sixty-five (365) days and the actual number of days for which such interest is due.

**“Lender”** means the entity or person(s) (or any affiliate of any thereof) from time to time providing any debt or equity financing or refinancing to the Seller or any affiliate thereof or otherwise for the construction of, expansion of, and/or operation and maintenance of, the Facility, and any successors, assigns, agents, or trustees thereof, including any lessor.

**“Meter”** means the meter furnished and installed by the Utility to measure the electricity delivered by the Utility to the Facility and delivered by the Facility to the Utility.

**“Price”** is defined on Exhibit A.

**“Purchase Percentage”** is defined on Exhibit A.

**“Quantity”** means quantity of Credits purchased by Buyer, measured in kWh, associated with the Energy generated by the Facility during the relevant Term or Billing Period (as determined pursuant to applicable law, regulation and Tariff), multiplied by the Purchase Percentage.

**“Renewable Energy Certificate”** or **“REC”** means a certificate, credit, allowance, green tag, or other transferable indicia, howsoever entitled, created by an applicable program or certification authority indicating generation of a particular quantity of energy, or product associated with the generation of a megawatt-hour (MWh) from a renewable energy source by a renewable energy project, and excluding, for the avoidance of doubt, the Tax Attributes and the Credits.

**“Tariff”** means the Utility tariff for interconnection for distributed generation and compensation under the Value of Distributed Energy Resources Program, and as approved by the New York State Public Service Commission, together with any subsequent amendments and approvals thereto.

**“Tax Attributes”** means the investment tax or production credits (including any grants or payments in lieu thereof) and any tax deductions or other benefits under the Internal Revenue Code or applicable federal, state, or local law available as a result of the ownership and operation of the Facility or the output generated by the Facility (including, without limitation, tax credits (including any grants or payments in lieu thereof) and accelerated and/or bonus depreciation), and excluding, for the avoidance of doubt, any Environmental Attributes and Credits.

**“Utility”** means the electric distribution company providing service to the Facility.

**“Utility Account(s)”** means the Utility accounts designated by Buyer and identified to the Utility by the Seller pursuant to applicable regulation under the Value of Distributed Energy Resources Program. “Utility Accounts” may include but not be limited to “Satellite Accounts,” as that term is utilized within the Value of Distributed Energy Resources Program.

**“Utility Statement(s)”** means the statements from the Utility, which accompanies the Buyer’s Utility Account(s).

**“Value of Distributed Energy Resources Program”** means the program that provides for the creation and allocation of monetary Utility bill credits pursuant to the crediting methodology known as the “Value Stack,” established by the New York State Public Service Commission (and implemented by the Tariff) pursuant to the March 9, 2017 Order on Net Energy Metering Transition, Phase One of Value of Distributed Energy Resources, and Related Matters, together with any and all supplemental Orders issued by the New York State Public Service Commission in Docket Nos. 15-E-0751 and 15-E-0082 and together with any Tariffs following therefrom.

## **EXHIBIT A**

### **PRICE; and PURCHASE PERCENTAGE**

***“Price”*** means the amount equal to eighty-nine percent (89%) of the Credit Value for that Billing Period.

***“Purchase Percentage”*** equals one hundred percent (100%) of the Energy generated during the relevant Billing Period.

## **EXHIBIT B**

### **FACILITY**

**The Facility** is the approximately 5 MW (AC) solar (PV) power electrical generation facility located at 4590 Palmer Rd., Annsville, NY, described, as of the date hereof, in ISA# 411870.

## **AGENDA ITEM NO. 10.5**

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## **AGENDA ITEM NO. 10.6**

**Authorization to Enter into Memorandum of Agreement  
with Reimburse CBP (U.S. Customs and Border Protection)**

AGENDA ITEM NO: 10.6  
MEETING DATE: July 14, 2025

ALBANY COUNTY AIRPORT AUTHORITY  
REQUEST FOR AUTHORIZATION

**DEPARTMENT:** Finance

ACAA Approved  
07/14/2025

Contact Person: Margaret Herrmann, Acting Chief Financial Officer

**PURPOSE OF REQUEST:**

*Authorization to Enter into Memorandum of Agreement with Reimburse CBP (U.S. Customs and Border Protection)*

**CONTRACT AMOUNT:**

Base Amount \$126,085.75 Initial service Costs  
\$ 24,948.16 Annual recurring costs

**BUDGET INFORMATION:**

Anticipated in Current ALB Operating Budget: Yes \_\_\_ No X NA

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

Federal 0% State 0% Airport 100%

**JUSTIFICATION:**

*As part of a nationwide systems upgrade directed by U.S. Customs and Border Protection (CBP), Albany International Airport is required to reimburse CBP for the installation and maintenance of essential communications and IT infrastructure supporting our Federal Inspection Services (FIS) operations. This upgrade is part of a system-wide mandate—facilities of all sizes, including smaller ports such as the Port of Albany, have been similarly required to comply. The total initial cost is estimated at \$126,085.75, with annual recurring costs of approximately \$24,948.16, covering specialized biometric hardware, secure networking equipment, and system maintenance. Most critically, CBP has communicated that if Albany does not comply with this upgrade by September 1, we will not only be considered out of compliance but deemed unable to meet minimum operational standards—effectively resulting in the loss of our designation as an “International” airport. In addition to preserving that status, this upgrade will significantly enhance passenger processing times and improve our overall ability to accommodate international air service.*

**CHIEF EXECUTIVE OFFICER’S RECOMMENDATION:**

*Recommend approval.*

AGENDA ITEM NO: 10.6  
MEETING DATE: July 14, 2025

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

**PROCUREMENT DEPARTMENT APPROVAL:**

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

**BACK-UP MATERIAL:**

- *Memorandum of Agreement to Reimburse CBP*
- *Cost Sign-Off Document*

300 Airborne Parkway  
Suite 300  
Buffalo, NY 14225



**U.S. Customs and  
Border Protection**

## **U. S. CUSTOMS AND BORDER PROTECTION (CBP) MEMORANDUM OF AGREEMENT TO REIMBURSE CBP**

This Memorandum of Agreement (“MOA”) outlines the agreement between the below named Albany County Airport Authority (Sponsor) and CBP in regard to the sponsor’s responsibility to reimburse CBP for costs related to providing communications and information technology (IT) equipment and services required at the below named location. The legal authority for CBP to enter into and require such an agreement is found at 8 U.S.C. §§ 1223-1224, 1356(a); 19 U.S.C. §§ 1459, 1461, 1499, 1524, 1644a; 8 C.F.R. Part 234; 19 C.F.R. Part 122.

**Airport Owner/Operator:** Albany County Airport Authority (Sponsor)  
Location: 737 Albany Shaker Road, Main Terminal, Third Floor  
Albany, NY 12211

### **Albany County Airport Authority RESPONSIBILITIES**

#### Data and Cabling

Albany County Airport Authority is responsible for the procurement and installation of all data cabling and electrical components required for connectivity of systems and equipment, according to CBP Office of Information Technology (OIT) provided specifications. Albany County Airport Authority is required to provide a two-week advanced notice of all cable pulls to allow CBP to observe installation.

#### Reimbursement of Equipment, Initial Service, and Recurring Costs

Albany County Airport Authority agrees to reimburse CBP for all equipment and connectivity costs, including installation, maintenance, and recurring costs, at the Albany County Airport Authority 737 Albany Shaker Road, Main Terminal, Third Floor, Albany, NY 12211. Current estimated equipment and initial service costs total \$126,085.75. The estimated annual recurring costs are \$24,948.16. CBP OIT’s Cost Estimate titled “ALB012A” is attached.

Albany County Airport Authority will be billed the actual costs for the equipment identified in CBP OIT’s Cost Estimate ALB012A, along with any outstanding reimbursements due from any previously executed agreement(s). Recurring out-year network circuit charges, and the cost of any necessary replacement equipment not covered under warranty, will also be billed to Albany County Airport Authority.

#### Equipment Upgrades

Upgrades to CBP required equipment and connectivity may be required on a schedule determined by CBP (approximately every 3-5 years, as needed). Albany County Airport Authority is responsible for the cost of required upgrades. CBP will provide Albany County Airport Authority a minimum of 180 days advance notice of any required upgrades.

### Payment Process

A copy of this signed agreement will be forwarded to the CBP National Finance Center (NFC). Upon receipt and installation of all equipment, the NFC will issue Albany County Airport Authority a bill for the actual equipment and initial services costs not to exceed \$126,085.75, as detailed in CBP OIT Cost Estimate ALB012A. The CBP NFC will bill Albany County Airport Authority 90-days prior to the due date for recurring out-year network and connectivity charges owed, along with any sums owed for replacement equipment not covered by manufacturer warranties.

Pursuant to 19 C.F.R. § 24.3a, any amounts due CBP under the terms of this agreement that are more than 30 days past-due will begin accruing interest charges based on U.S. Treasury borrowing rates and may ultimately be referred for collection.

### Albany County Airport Authority Accounts Payable Information

Tax Identification Number: 14-1768979  
Bill To Representative: Margaret Herrmann  
Phone Number: 518-242-2226  
Email Address: [mherrmann@albanyairport.com](mailto:mherrmann@albanyairport.com)  
Address: 737 Albany Shaker Road, Main Terminal, Third Floor, Albany, NY 12211

### Equipment Ownership

CBP will retain possessory ownership of all equipment used in CBP operations until CBP vacates the premises. CBP will transfer the equipment reimbursed by Albany County Airport Authority when CBP vacates the premises. Within two months (60-days) of installation and reimbursement, CBP OIT will deliver a list of serial numbers and/or other identification and warranty information for Albany County Airport Authority reimbursed equipment to the point of contact listed below.

Albany County Airport Authority Equipment Administrator: Margaret Herrmann  
Email Address: [mherrmann@albanyairport.com](mailto:mherrmann@albanyairport.com)  
Phone Number: 518-242-2226  
Ship to Address: 737 Albany Shaker Road, Main Terminal, Third Floor, Albany, NY 12211

## **U.S. CUSTOMS AND BORDER PROTECTION (CBP) RESPONSIBILITIES**

### Equipment Connectivity and Maintenance

CBP OIT will be responsible for ordering and installing required circuit, data equipment, and connection(s) from Albany County Airport Authority to the CBP National Data Center. CBP is also responsible for imaging, maintaining, and controlling all equipment listed in the attached CBP OIT Cost Estimate ALB012A. Albany County Airport Authority will incur no CBP OIT charged service fees for any equipment maintenance/repair/replacement covered by CBP procured equipment warranties.

### Data Ownership

All data entered and/or stored in any manner on the equipment covered by this MOA shall belong to the United States and is confidential and protected information. It is CBP's

responsibility to properly remove data before possession of any equipment is transferred to Albany County Airport Authority. In the event data inadvertently remains on any equipment after transfer, Albany County Airport Authority shall keep the information confidential and immediately notify CBP so that CBP can remove the data.

**AUTHORIZATION**

Authorized Representative

The signatory to this MOA represents and warrants that he or she is a duly authorized representative of Albany County Airport Authority, with full power and authority to enter into this MOA and to bind Albany County Airport Authority with regard to all matters relating to this agreement.

Agreement to these terms is attested by the signatures below.

_____	<a href="mailto:mherrmann@albanyairport.com">mherrmann@albanyairport.com</a>	_____
Margaret Herrmann	Email Address	Date

_____	<a href="mailto:rose.m.brophy@cbp.dhs.gov">rose.m.brophy@cbp.dhs.gov</a>	_____
Rose M. Brophy Director of Field Operations Office of Field Operations, Buffalo Field Office U.S. Customs and Border Protection	Email Address	Date

**U.S. Customs and Border Protection  
Office of Information & Technology  
Cost Sign-Off Document\***

(\*Actual costs will be derived from actual obligations)

**This is a Rough Order of Magnitude Estimate.**

**Final costs will be determined once the network designs are completed**

**Site Code: ALB012A**

**Site Name: Albany - Federal Inspections Aiport GAF - FIS**

**Site Address: 6 Jetway Drive. Albany, NY. 12211**

**Date Prepared: 01/10/2025**

**Preparer: Trevor Ahlness**

**Equipment and Service Costs  
Data Equipment Costs (OCC-31)**

Line Item	Description	Qty	Unit Cost	Total
10	RECOMMENDED STANDARD SFF DESKTOP + PIV Keyboard and Mouse	8	\$1,670.00	\$13,360.00
20	Dell 24" UltraSharp Monitor U2415 - 1920 x 1200 (BRAND NAME or EQUIVALENT)	14	\$400.00	\$5,600.00
30	Integrated Biometrics Kojak 10-Print Scanner w/Bracket (BRAND NAME or EQUIVALENT)	4	\$1,500.00	\$6,000.00
40	Regula Passport Reader 7024m.111 Model:7024M-111-5A (BRAND NAME or EQUIVALENT)	4	\$850.00	\$3,400.00
50	Logitech C920e Pro WebCam w/5' Cable (BRAND NAME or EQUIVALENT)	4	\$150.00	\$600.00
60	HP ScanJet Pro 3000 s4 Sheet-Feed Scanner (BRAND NAME or EQUIVALENT)	2	\$500.00	\$1,000.00
70	HP ScanJet Enterprise Flow N6600 fnw1 Flatbed Scanner (BRAND NAME or EQUIVALENT)	1	\$1,500.00	\$1,500.00
80	HP Color LaserJet M553dn Printer (BRAND NAME or EQUIVALENT)	1	\$800.00	\$800.00
90	HP LaserJet Pro 4001dn Printer "e" ePrint printer is Prohibited	1	\$319.00	\$319.00
100	Fully Rugged Tablet FZ-G2GZ-0GAM, equivalent or better	1	\$3,850.00	\$3,850.00
110	Panasonic ToughPad Docking Station for FZ-G1 Tablet (BRAND NAME or EQUIVALENT)	1	\$500.00	\$500.00
120	Tablet Keyboard for Panasonic FZG1 (BRAND NAME or EQUIVALENT)	1	\$550.00	\$550.00
130	<b>15% Cost Contingency for Equipment</b>	1	\$5,621.85	\$5,621.85
<b>Total Data Equipment Costs:</b>				<b>\$43,100.85</b>

**Network Equipment Costs (OCC-31)**

140	48-port mGig Stackable Access Switch	1	\$18,992.00	\$18,992.00
150	Cloud Managed Indoor AP	1	\$2,152.00	\$2,152.00
160	1G Multimode SFP	2	\$391.00	\$782.00
170	<b>15% Cost Contingency for Equipment</b>	1	\$3,288.90	\$3,288.90
<b>Total Network Equipment Costs:</b>				<b>\$25,214.90</b>

**Voice Equipment Costs (OCC-31)**

180	J189 IP PHONE NO PWR SUPP GSA	10	\$392.34	\$3,923.40
190	J179 IP PHONE NO PWR SUPP GSA	3	\$326.95	\$980.85
200	J139/J159/J169/J179/J189 WALLMOUNT KIT WITH 1 FOOT CAT5E CABLE	3	\$11.20	\$33.60
210	ANALOG WIRELESS CORDLESS PHONE W/CALLER-ID	1	\$100.00	\$100.00
220	96XX RPLCMNT LINE CORD CAT-6	17	\$7.34	\$124.78

Line Item	Description	Qty	Unit Cost	Total
220	Phone System Expansion	1	\$19,837.37	\$19,837.37
230	Installation	1	\$13,000.00	\$13,000.00
240	15% Cost Contingency for Equipment	1	\$5,700.00	\$5,700.00
<b>Total Voice Equipment Costs</b>				<b>\$43,700.00</b>
<b>BSDP Equipment Costs (OCC-31)</b>				
250	Workstation - Processor: Intel Core i7 14700 or better, WIN11 pro, 32GB RAM, 512GB storage, Smartcard keyboard, Mouse, Pro Support Plus	1	\$1,550.00	\$1,550.00
260	10% Equipment Contingency Costs	1	\$155.00	\$150.00
<b>Total BSDP Equipment Costs:</b>				<b>\$1,700.00</b>
<b>Tactical Communication (TACCOM) Equipment Costs (OCC-31)</b>				
270	There are no TACCOM equipment costs associated with this request.	0	\$0.00	\$0.00
280	10% Cost Contingency for Equipment	0	\$0.00	\$0.00
<b>Total Communication Equipment Costs:</b>				<b>\$0.00</b>
<b>TOTAL EQUIPMENT COSTS:</b>				<b>\$113,715.75</b>
<b>Service Costs Circuit Costs (OCC-23)</b>				
290	No Circuit part of this CSO	0	\$0.00	\$0.00
<b>Total Circuit Costs:</b>				<b>\$0.00</b>
<b>BSDP Services Costs (OCC-25)</b>				
300	Services Replace the current non-compliant workstation (walb12au21) with a WIN11 workstation used for CAVSS.	1	\$1,000.00	\$1,000.00
310	Materials and ODC Cables, straps, and adapters	1	\$200.00	\$200.00
320	Contractor Travel - Reimbursable -Contractor deployment to image, install and configure	1	\$500.00	\$500.00
330	Operations and Maintenance (O&M) Due at connection -12 analog cameras, 1 encoder, 1 NVRs, 1 workstations, 1 VMDC (Due for a Technical Refresh, not included in this price)	1	\$5,000.00	\$5,000.00
340	10% Service Costs	1	\$670.00	\$670.00
<b>Total BSDP Contract Services Costs:</b>				<b>\$7,370.00</b>
<b>TACCOM Service Costs (OCC-25)</b>				
350	There are no TACCOM Service costs associated with this request.	0	\$0.00	\$0.00
<b>Total Tactical Communication Services Costs:</b>				<b>\$0.00</b>
<b>Government Travel (OCC-21)</b>				
360	Voice PM Travel	1	\$5,000.00	\$5,000.00
<b>Total Government Travel Costs:</b>				<b>\$5,000.00</b>
<b>TOTAL SERVICE COSTS:</b>				<b>\$12,370.00</b>
<b>TOTAL ESTIMATED INITIAL EQUIPMENT AND SERVICES COSTS</b>				<b>\$126,085.75</b>

Line Item	Description	Qty	Unit Cost	Total
<b>Out Year Recurring Service Costs Circuit Recurring Costs (OCC-23)</b>				
370	No Circuit is part of this CSO	0	\$0.00	\$0.00
<b>Total Recurring Circuit Costs:</b>				<b>\$0.00</b>
<b>Network Equipment Service Costs (OCC-25)</b>				
380	Access Switch (48-port mGig) Maintenance Annual Recurring Costs	1	\$2,180.00	\$2,180.00
390	Indoor AP Maintenance Annual Recurring Costs	1	\$140.00	\$140.00
<b>Total Recurring Network Service Costs:</b>				<b>\$2,320.00</b>
<b>BSDP Service Costs (OCC-25)</b>				
400	Year 1 - Cover all CAVSS equipment installed at the site	1	\$5,250.00	\$5,250.00
410	Year 2 - Cover all CAVSS equipment installed at the site	1	\$5,512.50	\$5,512.50
420	Year 3 - Cover all CAVSS equipment installed at the site	1	\$5,788.13	\$5,788.13
430	Year 4 - Cover all CAVSS equipment installed at the site	1	\$6,077.53	\$6,077.53
<b>Total Recurring BSDP Service Costs:</b>				<b>\$22,628.16</b>
<b>TACCOM Annual Operation and Maintenance Costs (OCC-25)</b>				
440	There are no TACCOM Service costs associated with this request.	0	\$0.00	\$0.00
<b>Total Recurring TACCOM Service Costs:</b>				<b>\$0.00</b>
<b>TOTAL ANNUAL RECURRING COSTS</b>				<b><u>\$24,948.16</u></b>
<p><b>NOTE: The OIT Cost Sign-Off Document and the associated estimated costs listed above expires 90 days from the above Date Prepared or at the end of the Governments current fiscal year, whichever comes first. After such time, a new OIT Cost Sign-Off Document is required.</b></p>				
<b>Acceptance</b>				
By signing below, I accept any and all costs associated with the purchase and installation of equipment itemized above.				
Authority Signature:			Date:	
Authority Printed Name:			X	
Phone/Email Address:				
<b>OIT REFERENCE Number: ALB012A-OFO-25180C</b> <b>Document Expiration Date: 07/31/2025</b>				

## **AGENDA ITEM NO. 10.7**

**Annual Service Contract: Authorization to Award a one-year extension to: Contract No. SC-970 Elevator and Escalator Service with Kone.**

AGENDA ITEM NO: 10.7  
MEETING DATE: July 14, 2025

ALBANY COUNTY AIRPORT AUTHORITY  
REQUEST FOR AUTHORIZATION

ACAA Approved  
07/14/2025

**DEPARTMENT:** *Planning and Engineering*

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

**PURPOSE OF REQUEST:**

*Annual Service Contract: Authorization to Award a one-year extension to: Contract No. SC-970 Elevator and Escalator Service with Kone.*

**CONTRACT AMOUNT:**

One year at current contract pricing

**BUDGET INFORMATION:**

Anticipated in Current ALB Capital Plan: Yes\_\_\_ No ✓ NA  
Funding Account No.: 52032.XX

**AWARD CONDITIONS MET:**

Apprenticeship N/A DBE N/A MWBE N/A

Service Disable Veteran Owned Business (SDVOB) N/A

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

Federal N/A State N/A Airport 100% NA \_\_\_\_\_  
Term of Funding: 2025  
Grant No.: <pending> State PIN: <pending>

**JUSTIFICATION:**

*Authorization is requested to award a one-year contract extension to the Service Contract SC-970 for the Elevator and Escalator Service to Kone of Albany, N.Y. at current contract pricing. Kone has been the elevator and escalator service company for many years, including during ongoing Terminal construction. They have been maintaining escalators 16 & 17 with a one hour or less response time, that is necessary to allow for steady passenger flow to and from the TSA Checkpoint.*

**CHIEF EXECUTIVE OFFICER'S RECOMMENDATION:**

*Recommend approval.*

AGENDA ITEM NO: 10.7  
MEETING DATE: July 14, 2025

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

**PROCUREMENT DEPARTMENT APPROVAL:**

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

**BACK-UP MATERIAL:**

*Contract Extension from Kone.*

# Maintenance Contract Rider



Elevators Escalators

June 5, 2025

Albany County Airport Authority  
737 Albany Shaker Road  
Albany, New York 12211

ATTN: Bobbie Matthews

KONE Inc.  
25 Post Road  
Albany, NY 12205  
Tel 518.464.0002  
Fax 518.464.0014  
[www.kone.com](http://www.kone.com)  
andrew.dinovo@kone.com

**RE: KONE Contract #41572705 ADDENDUM – Contract Extension**

**Sold To/Owner:**  
Albany County Airport Authority  
737 Albany Shaker Road  
Albany, New York 12211

**Equipment Location:**  
Albany International Airport  
South Parking Garage  
Albany, New York 12211

Effective September 21, 2025, KONE Inc. will change all records to reflect a contract extension for a period of one (1) year.

All other pricing, terms, and conditions of the maintenance contract number #41572705 between KONE Inc. and The Albany County Airport Authority are to remain unchanged.

To approve, please sign and fax to 518-464-0014. Please contact me at 518-464-0002 with your questions.

**ACCEPTED BY:**

**KONE Inc.**

\_\_\_\_\_  
**Michael Lee**  
**General Manager**

**Date: June 5, 2025**

**ACCEPTED BY:**

**Albany County Airport Authority**

\_\_\_\_\_

**Date:** \_\_\_\_\_

## **AGENDA ITEM NO. 10.8**

**Authorization to Award Contract 1196-GC for Apron Reconstruction and Rehabilitation for Commercial Service, ARFF and General Aviation Operations to Rifenburg Construction, Inc.**

AGENDA ITEM NO: 10.8  
MEETING DATE: July 14, 2025

ALBANY COUNTY AIRPORT AUTHORITY  
REQUEST FOR AUTHORIZATION

ACAA Approved  
07/14/2025

**DEPARTMENT:** *Planning and Engineering*

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

**PURPOSE OF REQUEST:**

Construction Contract: *Authorization to Award Contract 1196-GC for Apron Reconstruction and Rehabilitation for Commercial Service, ARFF and General Aviation Operations to Rifenburg Construction, Inc.*

**CONTRACT AMOUNT:**

Base Amount *\$4,899,115.00*

**BUDGET INFORMATION:**

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

**AWARD CONDITIONS MET:**

Apprenticeship Y DBE Y MWBE N/A

Service Disable Veteran Owned Business (SDVOB) N/A

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

Federal 90% State 5% Airport 5%  
Term of Funding: 2025-2027  
Grant No.: N/A STATE PIN: N/A

**JUSTIFICATION:**

*Request to award Contract #1196-GC Apron Reconstruction and Rehabilitation for Commercial Service, ARFF and General Aviation Operations to qualified bidder Rifenburg Construction, Inc. of Troy, N.Y. for \$4,899,115.00. The Base bid contract scope includes drainage investigations and upgrades, glycol collection system upgrades, construction of a concrete de-icing pad for commercial aircrafts, asphalt pavement removal and replacement, striping and landscaping. There were two Alternatives (ALT #1 and ALT #2) that were included in the bids but are not being awarded at this time, pending future FAA funding.*

AGENDA ITEM NO: 10.8  
MEETING DATE: July 14, 2025

**CHIEF EXECUTIVE OFFICER'S RECOMMENDATION:**

*Recommend approval.*

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

**PROCUREMENT DEPARTMENT APPROVAL:**

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

**BACK-UP MATERIAL:**

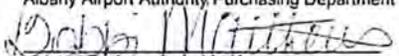
*Please refer to the attached Bid Table.*

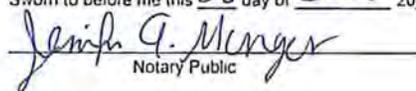
**CONTRACT #1196-GC**

**Apron Reconstruction and Rehabilitatio for Commerical Service, Aircraft Rescue and Fire Fighter and  
General Aviation Operations**

Company Name	James H. Maloy, Inc.	Jersen Construction	Rifenberg
Addendum #1	X	X	X
Addendum #2	X	X	X
Addendum #3	X	X	X
Addendum #4	X	X	X
Unit Price Bid	\$5,729,000.00	\$6,067,985.00	\$4,899,115.00
Alternate #1 (Add)	\$2,059,000.00	\$2,504,195.00	\$1,938,000.00
Alternat #2 (Add)	\$8,171,000.00	\$8,689,524.00	\$7,045,000.00
Bid Bond	5%	5%	5%
Board of Directors	X	X	X
Non-Collusion	X	X	X
Qualification Questionaire	X	X	X
Acknowledgment	X	X	X

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

Albany Airport Authority, Purchasing Department  
  
 Bobbi Matthevs  
 Purchasing Agent

Sworn to before me this 26<sup>th</sup> day of June 2025  
  
 Notary Public

JENNIFER A. MUNGER  
 Notary Public, State of New York  
 No. 01MU6246332  
 Qualified in Schenectady County  
 Commission Expires Aug. 08, 2027

## **AGENDA ITEM NO. 10.9**

**Construction Contract: Authorization to Award Contract  
1178-GC/E for Electrical Supply Upgrades to DLC Electric, Inc.**

AGENDA ITEM NO: 10.9  
MEETING DATE: July 14, 2025

ALBANY COUNTY AIRPORT AUTHORITY  
REQUEST FOR AUTHORIZATION

**DEPARTMENT:** *Planning and Engineering*

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

**ACAA Approved**  
**07/14/2025**

**PURPOSE OF REQUEST:**

Construction Contract: *Authorization to Award Contract 1178-GC/E for Electrical Supply Upgrades to DLC Electric, Inc.*

**CONTRACT AMOUNT:**

Base Amount *\$3,063,700.00*

**BUDGET INFORMATION:**

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

**AWARD CONDITIONS MET:**

Apprenticeship Y DBE N/A MWBE Y

Service Disable Veteran Owned Business (SDVOB) Y

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

Federal N/A State N/A Airport 100%  
Term of Funding: 2025-2027  
Grant No.: N/A STATE PIN: N/A

**JUSTIFICATION:**

*Request to award Contract 1178-GC/E for Electrical Supply Upgrades to qualified bidder DLC Electric, Inc. of Troy, N.Y. for \$3,063,700.00. The contract scope includes purchase of new electrical service equipment (high voltage panels, Automated Transfer Switches [ATS] and all related conduits and conductors. Contractor will coordinate with National Grid to disconnect two 15KV transformers and connect two new 25KV to the Terminal. Contractor will do all excavation, conduit installation and backfilling as shown in the plans. There were two alternatives bid with this project. ALT #1 is to replace the curbs and sidewalks in the Loading Dock area and ALT #2 is to mill and repave the Loading Dock.*

AGENDA ITEM NO: 10.9  
MEETING DATE: July 14, 2025

**CHIEF EXECUTIVE OFFICER'S RECOMMENDATION:**

*Recommend approval.*

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

**PROCUREMENT DEPARTMENT APPROVAL:**

*Procurement complies with Authority Procurement Guidelines and Acting Chief Financial Officer has approved. YES ✓ NA \_\_\_\_\_*

**BACK-UP MATERIAL:**

*Please refer to the attached Bid Table.*

**CONTRACT #1178-GC/E**  
**Electric Supply Upgrades for Concourse A**

<b>Company Name</b>	DLC Electric, LLC
<b>Addendums #1-5</b>	X
<b>Lump Sum Bid</b>	\$3, 063,700.00
<b>Add Alternate 01</b>	Add: \$65,000.00
<b>Add Alternate 02</b>	Add: \$25,000.00
<b>Add Alternate-03</b>	Add: \$105,000.00
<b>Bid Bond</b>	5%
<b>Board of Directors</b>	N/A
<b>Non-Collusion</b>	X
<b>Qualification Questionnaire</b>	X
<b>Acknowledgment</b>	X

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

Albany Airport Authority Purchasing Department

*Bobbi Matthews*  
 Bobbi Matthews  
 Purchasing Agent

Sworn to before me this 1<sup>st</sup> day of July 2025  
*Jennifer A. Munger*  
 Notary Public

JENNIFER A. MUNGER  
 Notary Public, State of New York  
 No. 01MU6246332  
 Qualified in Schenectady County  
 Commission Expires Aug. 08, 2027

## **AGENDA ITEM NO. 10.10**

**Construction Contract: Amendment No. 1 to  
Contract No. SC-1203 - Plumbing Services  
BPI Piping, Inc.**



## **AGENDA ITEM NO. 10.11**

**Annual Service Contract: Authorization to Award a one-year extension to: Fire Alarm Service Contract with Johnson Controls.**

AGENDA ITEM NO: 10.11  
MEETING DATE: July 14, 2025

ALBANY COUNTY AIRPORT AUTHORITY  
REQUEST FOR AUTHORIZATION

**DEPARTMENT:** *Planning and Engineering* **ACAA Approved**  
**Contact Person:** *John LaClair, P.E. Chief Engineer* **07/14/2025**

**PURPOSE OF REQUEST:**

**Annual Service Contract:** *Authorization to Award a one-year extension to: Fire Alarm Service Contract with Johnson Controls.*

**CONTRACT AMOUNT:**

**Total Contract Amount:** *\$50,027.00*

**BUDGET INFORMATION:**

**Anticipated in Current ALB Capital Plan:** Yes\_\_\_ No ✓ NA  
**Funding Account No.:** 52010.20

**AWARD CONDITIONS MET:**

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

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

**Federal** N/A **State** N/A **Airport** 100% **NA** \_\_\_\_\_  
**Term of Funding:** 2025-2026  
**Grant No.:** <pending> **State PIN:** <pending>

**JUSTIFICATION:**

*Authorization is requested to award a one-year contract extension to the Service Contract Fire Alarms Service to Johnson Controls of Albany, N.Y. for \$50,027.00. Johnson Controls maintains the fire alarms for many of the Airports buildings. The Airport is currently in the process of changing out alarm systems throughout the Airport but, due to the number of large construction projects currently in progress, the replacements have been temporarily put hold. To ensure continuity of the alarm service, Johnson Controls needs to be retained for another year.*

**CHIEF EXECUTIVE OFFICER'S RECOMMENDATION:**

*Recommend approval.*

AGENDA ITEM NO: 10.11  
MEETING DATE: July 14, 2025

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

**PROCUREMENT DEPARTMENT APPROVAL:**

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

**BACK-UP MATERIAL:**

*Contract Extension from Johnson Controls.*



Johnson Controls Fire Protection LP  
 1399 Vischer Ferry Road  
 Albany, NY  
 (518) 469 9655  
[rebecca.curley@jci.com](mailto:rebecca.curley@jci.com)

**Service Agreement Renewal**

Single or Multi - Site Renewal:      Multi - Site  See Contract Details on Page 2	Salesperson:  <b>Rebecca Curley</b>	Ship To Address:  Bill To Address:      Albany International Airport 737 Albany Shaker Albany NY 12211
---	---	--

Johnson Controls Fire Protection LP ("Company"), for and in consideration of the prices herein named, proposes to furnish the work, and/or materials hereinafter described, subject to the terms and conditions of this Agreement.

**Contract Dates:**                              6/1/2025                              -                              5/31/2026

**Scope of Service:**                              See Contract Details on Page 2 & 3

**Total Annual Amount:**                              \$                              50,027.00

**Renewal Requirements:**                              Customer Requires New Service Agreement

**Billing Frequency:**                              BAMA

**Customer Acceptance**

In accepting this Agreement, Customer agrees to the terms and conditions contained herein including those on the following page(s) of this Agreement and any attachments or riders attached hereto that contain additional terms and conditions. It is understood that these terms and conditions shall prevail over any variation in terms and conditions on any purchase order or other document that the Customer may issue. Any changes in the system requested by the Customer after the execution of this Agreement shall be paid for by the Customer and such changes shall be authorized in writing. **ATTENTION IS DIRECTED TO THE LIMITATION OF LIABILITY, WARRANTY, INDEMNITY AND OTHER CONDITIONS CONTAINED IN THIS AGREEMENT.** This offer shall be void if not accepted in writing within thirty (30) days from the date first set forth above.

\_\_\_\_\_

By:      X \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

Email: \_\_\_\_\_

PO #: \_\_\_\_\_

**JOHNSON CONTROLS FIRE PROTECTION LP**

By:      Rebecca Curley

Name:      Rebecca Curley

Date:      4/1/2025

Title:      Customer Care Rep

Email:      [rebecca.curley@jci.com](mailto:rebecca.curley@jci.com)

License #: \_\_\_\_\_



## **AGENDA ITEM NO. 10.12**

**Intentionally Left Blank**

## **AGENDA ITEM NO. 10.13**

**Authorization for Amendment No. 2 to Retail,  
News and Gift Concession Agreement with Paradies Lagardere  
(Contract No. 822-CON-RNG)**

AGENDA ITEM NO: 10.13  
MEETING DATE: July 14, 2025

ALBANY COUNTY AIRPORT AUTHORITY  
REQUEST FOR AUTHORIZATION

ACAA Approved  
07/14/2025

**DEPARTMENT:** *Marketing and Concessions*

**Contact Person:** *John A. O'Donnell, Chief Operating Officer  
Helen Chadderdon, Marketing and Concessions Manager*

**PURPOSE OF REQUEST:** *Authorization for Amendment No. 2 to Retail, News and Gift Concession Agreement with Paradies Lagardere (Contract No. 822-CON-RNG)*

**CONTRACT AMOUNT:** N/A

**BUDGET INFORMATION:**

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

**AWARD CONDITIONS MET:**

Apprenticeship N/A DBE N/A MWBE N/A

Service Disabled Veteran Owned Business (SDVOB) N/A

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

Federal \_\_\_\_\_ State \_\_\_\_\_ Airport \_\_\_\_\_ NA ✓  
Funding Source: N/A

**JUSTIFICATION:**

*Authorization is requested to amend:*

• **TERM**

*The Authority agrees to the 10-year contract extension with a 5-year option if agreed to by both parties.*

• **RENT**

*Rent of 22% on annual sales exceeding \$5 million (FY2024 sales were \$5,012,620) and 20% on sales below \$5 million effective upon execution of the lease amendment, nearly three years ahead of the original lease expiration date of December 31, 2028.*

AGENDA ITEM NO: 10.13  
MEETING DATE: July 14, 2025

- **MAG**

*MAG increased to \$903,000 with an increase rate of 85% of the prior year's total rent paid for a sustainable and predictable escalation of MAG.*

- **CONCESSION IMPROVEMENT FUND**

*The 1% contribution to the Concession Improvement Fund remains.*

- **STORAGE**

*Storage to be reduced by approximately 500 sq/ft in C Concourse which will allow for Authority future utilization of rentable space.*

- **IMPROVEMENTS**

*Paradies to expend 1.6 million for remodeling of 3 locations. Authority agrees to use of \$432,000 of existing funds in Concession Improvement Fund.*

- **ACDBE**

*The Authority agrees to Pleasant News as the ACDBE Operator and maintaining their 10% share.*

**CHIEF EXECUTIVE OFFICER'S RECOMMENDATION:**

*Recommend approval.*

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

**PROCUREMENT DEPARTMENT APPROVAL:**

*Procurement complies with Authority Procurement Guidelines and Acting Chief Financial Officer has approved. Yes   J   NA \_\_\_\_\_*

**BACK-UP MATERIAL:**

*None.*

## **AGENDA ITEM NO. 10.14**

**Request to upgrade the backup storage units for the servers housing all production data at the airport.**

AGENDA ITEM NO: 10.14  
MEETING DATE: July 14, 2025

ALBANY COUNTY AIRPORT AUTHORITY  
REQUEST FOR AUTHORIZATION

**DEPARTMENT:**

**ACAA Approved  
07/14/2025**

Contact Person: *Dwayne Lovely ACAA Systems Administrator*

**PURPOSE OF REQUEST:**

*Request to upgrade the backup storage units for the servers housing all production data at the airport.*

**CONTRACT AMOUNT:**

Total Contract Amount: \$30,210 each, totaling. \$60,420

**BUDGET INFORMATION:**

Federal Airport Improvement Program

Anticipated in Current ALB Capital Plan : Yes ✓ No NA

Funding Account No.: Capital

**FISCAL IMPACT – FUNDING**

Federal N/A State N/A Airport 100% NA           

Term of Funding: 2025

Grant No. : N/A State PIN: N/A

**JUSTIFICATION:**

*Our existing in-house backup storage is now in need of an upgrade and will not be supported any longer in warranty or parts. This unit is used for redundant storage of all our back-ups for all our existing Virtual Servers. Due to access to this equipment being very limited, this is a sole source provider.*

**CHIEF EXECUTIVE OFFICER'S RECOMMENDATION:**

*Recommend approval.*

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

**PROCUREMENT DEPARTMENT APPROVAL:**

*Procurement complies with Authority Procurement Guidelines and Acting Chief Financial Officer has approved. YES ✓ NO*

AGENDA ITEM NO: 10.14  
MEETING DATE: July 14, 2025

**BACK-UP MATERIAL:**

- *Supporting information regarding benefits of upgrading to Object First Ootbi Appliance in place of Synology Hardware*
- *Proposal*
- *Independent Security Test Report*



52 Corporate Circle  
Suite 105  
Albany, NY 12203

t 518.608.5805  
f 518.608.5808

[www.abs-solutions.com](http://www.abs-solutions.com)

## **Object First Ootbi Appliance vs. Synology**

Below is supporting information surrounding the benefits of upgrading to the Object First Ootbi appliance in place of your current end-of-life Synology hardware.

**Current Challenge:** Synology has a lack of Immutability and your current hardware is end-of-life, which is leaving your network susceptible to hardware failures which may lead to potential downtime.

**Solution Alignment:** The Ootbi appliance can, verifiably, recover data as shown through their 3rd party pen-test. As discussed, Object First recommended the use of Veeam Instant Recovery to quickly restore data with Ootbi.

**Business Impact:** By implementing a solution that is Immutable, you will be able to take advantage of additional Cyber Security Insurance savings. A secondary benefit comes from having an appliance that was built by the Veeam founders to be the best storage for Veeam. Lastly, Ootbi's set it and forget it approach to data management gives you time back to dedicate to other areas while providing peace of mind.



ABS Solutions, LLC

52 Corporate Circle

Suite 105

Albany, NY 12203

Phone: (518) 608-5805 Fax: (518) 608-5808

# Proposal

Date	Proposal #
4/30/2025	45576

Name / Address
Albany County Airport Authority Dwayne Lovely 737 Albany Shaker Rd. Main Terminal, Suite 300 Albany, NY 12211

Ship To
Albany County Airport Authority Dwayne Lovely 737 Albany Shaker Rd. Main Terminal, Suite 300 Albany, NY 12211

P.O. No.	Terms	Project
	Net 30	Object First OOTBI 40TB Backup

Description	Qty	Rate	Total
PEPPM Synnex Catalog Contract 530205-001 Object First - OOTBI 40TB Unit Standard Service and Support 5 YR NBD Service and 5 YR 24x365 support	2	29,350.00	58,700.00
AddOn Networks - Supermicro AOC-E10GSFPSR Compatible TAA Compliant 10GBase-SR SFP+ Transceiver (MMF, 850nm, 300m, LC, DOM)	4	210.00	840.00
Addon - Extreme Networks 10301 Compatible TAA Compliant 10GBase-SR SFP+ Transceiver (MMF, 850nm, 300m, LC, DOM)	4	210.00	840.00
Minor item not on Contract LC-LC Multimode OM3 Duplex 50/125 Aqua Fiber Patch Cable, UL, ROHS - 3 Meter	4	10.00	40.00

- \* Pricing valid for 14 days from date of proposal.
- \* All orders are final. No returns, exchanges or cancellations will be honored.
- \* Installation and configuration not included.
- \* Any tariff charges incurred by ABS Solutions from the distributor at time of order placement will be passed on to the Name/Address specified within this proposal.

Thank you for your business.	<b>Subtotal</b>	\$60,420.00
I agree to invest in the products/services listed above. Please sign and fax to (518) 608.5808	<b>Sales Tax (0.0%)</b>	\$0.00
Signature _____	<b>Total</b>	\$60,420.00

Test Report

# Independent Security Test Report

Object First Immutable Backup Storage Appliance  
October, 2024

## Security Update

Object First is committed to meeting IT security industry standards for its flagship product Ootbi (Out-of-the-box Immutability), which serves as a secure-by-design storage target for Veeam backup data. Security experts continuously improve the hardening of the product, and we regularly engage with independent, third-party testing firms for validation that Ootbi is secure-by-default.

We employed the expertise of the NCC Group, a team of cybersecurity experts, to conduct comprehensive penetration tests on the Ootbi appliance and its software to identify and address undiscovered risks. This paper provides a summary of NCC's findings and important security information about Object First's Ootbi solution.

## NCC's Final Takeaway

The Ootbi application is designed to protect against any data breach or malware infestation of an Object First customer: even if all of the customer's secrets, including administrator credentials and bucket credentials, are known to the attacker, the attacker still cannot modify data stored within an Ootbi appliance.

-NCC Group, Ootbi Product Security Assessment, July 31, 2024

## How Was the Assessment Conducted?

The NCC Group had two teams of experts (one focused on software source code and the other focused on penetration testing production-ready devices) to evaluate the Ootbi appliance and the raw source code over 54 days during two rounds of testing. In the second round, NCC validated that all security issues identified in the first round had been successfully resolved. They delved into many aspects of Ootbi, including:

- S3 API Web Services: Front-facing API used by Veeam and other systems to create buckets and store objects.
- Management User Interface: Web-based administrative console to set up buckets, configure policies, and generally manage the device.
- Object First Ootbi Server: The on-premises solution that enables companies to retain immutable backups of storage buckets.

**Note:** Attacks requiring physical access were considered out-of-scope for this engagement.

## Who is NCC Group?

NCC Group is a global cyber and software resilience business operating across multiple sectors, geographies and technologies.

Among other services, they advise global technology firms, manufacturers, financial institutions, critical national infrastructure providers, retailers and governments on how to protect organizations from unforeseen disruptions and ensure their business-critical software applications and source code are safe, secure and always available.

## Discoveries and Remediations

A total of 20 issues were detected in the first round of testing, which were addressed by the Object First engineering team before the second round of tests. NCC found that all but one of the issues were fixed (19/20). The remaining issue was deemed "low risk" and not a security threat in the current functional environment.

What follows is a complete list of the findings NCC recorded during the first round of testing, their assessed level of risk, and their current fixed status after the second round of testing.

Issue	Risk	Status
<i>Test Focus: AWS API</i>		
Application disregards service names during authorization	High	Fixed
Resource constraints not supported for IAM API	Medium	Fixed
Resource constraints not supported by <b>s3:CreateBucket</b>	Medium	Fixed
Incorrect permission checks for <b>s3:CreateBucket</b>	Medium	Fixed
Application accepts unsigned parameters	Low	Fixed
Time-variant signature comparison leaks information	Low	Fixed

<i>Test Focus: Management API</i>		
OS command injection leading to remote code execution	Critical	Fixed
External commands executed as shell commands	Medium	Fixed
Unsafe password handling	Medium	Fixed
System user password update does not require re-authentication	Low	Fixed
Insecure direct object reference leading to arbitrary account takeover	Low	Fixed

<i>Test Focus: Ootbi Server</i>		
Weak default credentials	High	Fixed
Proxy password written to logs	Medium	Fixed
Proxy credentials included in support bundle	Medium	Fixed
SSH server allows TCP forwarding	Low	Fixed
SSH server allows password authentication	Low	Fixed
Local/SSH authentication does not support MFA	Low	Unaddressed*

<i>Test Focus: Web UI</i>		
Unauthenticated support bundle download	Medium	Fixed
Client-side security controls for IP whitelist	Low	Fixed
Insecure HTTP caching controls	Low	Fixed

\*SSH is disabled by default, and a warning is displayed when enabled.

## Zero Trust Data Resilience

The experts at NCC also agreed with Object First on the importance of implementing Zero Trust frameworks as part of the backup architecture. The Zero Trust Data Resilience framework is a model all organizations can use to assume a breached state and apply Zero Trust principles to ensure rapid recovery from an attack regardless of the data protection software or storage stack you choose.

Evaluate whether your vendor is taking the time to have 3rd party agencies penetration test their products and continue to ensure that your data, no matter where it resides, is utilizing immutability in compliance mode as part of the storage stack.

## What Comes Next?

Object First is committed to meeting IT security industry standards, and our research, development and support teams are focused on ensuring Ootbi is secure-by-default. We regularly engage with third-party, independent testing firms, and openly share those results with the community. We pledge to continue this focus on security and transparency, and will remain steadfast in our dedication to safeguarding your Veeam backup data.

## **AGENDA ITEM NO. 10.15**

**Authorization to enter into a Professional Service Agreement with  
artist Jean Shin for design, fabrication and placement of a  
permanent art installation.**

AGENDA ITEM NO: 10.15  
MEETING DATE: July 14, 2025

ALBANY COUNTY AIRPORT AUTHORITY  
REQUEST FOR AUTHORIZATION

ACAA Approved  
07/14/2025

**DEPARTMENT:** *Exhibitions & Programs*

Contact Person: *Kathy Greenwood, Director Exhibitions & Programs*

**PURPOSE OF REQUEST:** *Authorization to enter into a Professional Service Agreement with artist Jean Shin for design, fabrication and placement of a permanent art installation.*

**CONTRACT AMOUNT:**

*\$132,500.00 – Authority*  
*\$ 37,500.00 – Competitive Grant (Advance Albany County Alliance)*

Total Contract Amount: *\$170,000.00*

**BUDGET INFORMATION:**

Anticipated in Current Budget: Yes ✓ No NA  
Funding Account No.:

**AWARD CONDITIONS MET:**

Apprenticeship N/A DBE N/A MWBE N/A

Service Disabled Veteran Owned Business (SDVOB) N/A

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

Federal \_\_\_\_\_ State \_\_\_\_\_ Airport \_\_\_\_\_ NA ✓  
Funding Source: Airport Operating Budget

**JUSTIFICATION:**

*Authorization is requested to enter into a Professional Service Agreement with artist Jean Shin. The agreement will provide for the design, fabrication and placement of Flying Close to Rosewater, a permanent sculpture installation, to be sited in the new Departure Hall expansion.*

*The artwork draws its meaning from an extraordinary historical convergence: Albany International Airport—America's first municipal airport—stands on the grounds of the nation's first Shaker settlement. Where the Shakers once cultivated acres of roses for medicinal rosewater production, a global transportation hub now connects people across airways.*

AGENDA ITEM NO: 10.15  
MEETING DATE: July 14, 2025

*The installation's title honors pioneering aviator Glenn Curtiss, who in 1910 launched his "Albany Flyer" from nearby Rensselaer Island to complete America's first true cross-country flight, landing in New York City and establishing the U.S. long-distance flight record. This historic 150-mile journey along the Hudson River helped propel the United States into the modern age of aviation.*

**CHIEF EXECUTIVE OFFICER'S RECOMMENDATION:**

*Recommend approval.*

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

**PROCUREMENT DEPARTMENT APPROVAL:**

*Procurement complies with Authority Procurement Guidelines and Chief Financial Officer has approved. Yes ✓ NA \_\_\_\_\_*

**BACK-UP MATERIAL:**

- 1) *Sculpture Installation Proposal Synopsis*
- 2) *Proposal Visuals*

## ***Flying Close to Rosewater***

### **Project Overview**

The artwork draws its meaning from an extraordinary historical convergence: Albany International Airport—America's first municipal airport—stands on the grounds of the nation's first Shaker settlement. Where the Shakers once cultivated acres of roses for medicinal rosewater production, a global transportation hub now connects people across airways.

The installation's title honors pioneering aviator Glenn Curtiss, who in 1910 launched his "Albany Flyer" from nearby Rensselaer Island to complete America's first true cross-country flight, landing in New York City and establishing the U.S. long-distance flight record. This historic 150-mile journey along the Hudson River helped propel the United States into the modern age of aviation.

### **Rose Petal Cloud Installation**

The artwork consists of preserved rose petals encapsulated in resin disks, forming a colorful cloud overhead that captures both the Shakers' legacy and the transcendent nature of flight. The distinctive shape—precisely 38 feet in width—mirrors the actual wingspan of Curtiss's "Albany Flyer."

### **Artist**

**Jean Shin** works in Brooklyn and Hudson Valley, New York. Her work has been widely exhibited and collected in over 150 major museums and cultural institutions, including solo exhibitions at The Museum of Modern Art in New York, the Philadelphia Museum of Art, the Smithsonian American Art Museum in Washington DC, and the Asian Art Museum in San Francisco, where in 2020 she was the first Korean-American woman artist featured in a solo exhibition. Shin has received numerous awards, including the Frederic Church Award for her contributions to American art and culture. Her works have been highlighted in The New York Times and Sculpture Magazine, among others. Her body of work includes several permanent public artworks commissioned by major agencies and municipalities, most recently a landmark commission for the MTA's Second Ave Subway in NYC. She is a tenured Adjunct Professor at Pratt Institute and holds an honorary doctorate from the New York Academy of Art.

### **Proposed Budget:**

\$170,000 (does not include delivery, installation)

-\$37,500 Advance Albany County Alliance Grant:

\$132,500 – amount contributed by Airport



Studio Jean Shin - Artist rendering  
Art at Albany International Airport

**AGENDA ITEM NO. 11**

**Authorization of Change Orders**

## **AGENDA ITEM NO. 11.1**

**Change Order 14: Authorization to Award Contract Change Order #14 to Construction Contract 21-1082-GC for the Pre-TSA Terminal Expansion to MLB Construction Services, LLC.**

AGENDA ITEM NO: 11.1  
MEETING DATE: July 14, 2025

ALBANY COUNTY AIRPORT AUTHORITY  
REQUEST FOR AUTHORIZATION

**DEPARTMENT:** *Planning and Engineering* **ACAA Approved**  
**Contact Person:** *John LaClair, P.E., Chief Engineer* **07/14/2025**

**PURPOSE OF REQUEST:**

**Change Order 14:** *Authorization to Award Contract Change Order #14 to Construction Contract 21-1082-GC for the Pre-TSA Terminal Expansion to MLB Construction Services, LLC.*

**CONTRACT AMOUNT:**

Base:	\$32,796,900.00
Change Order #1	49,999.00 - ACAA Approved 01/23/2024
Change Order #2	49,999.00 - ACAA Approved 01/23/2024
Change Order #3	49,999.00 - ACAA Approved 01/23/2024
Change Order #4	113,499.81 - ACAA Approved 01/23/2024
Change Order #5	188,732.19 - ACAA Approved 01/23/2024
Change Order #6	344,659.00 - ACAA Approved 02/12/2024
Change Order #7	No Cost - ACAA Approved 03/18/2024
Change Order #8	115,765.00 - ACAA Approved 05/09/2024
Change Order #9	273,508.00 - ACAA Approved 10/15/2024
Change Order #10	260,909.00 - ACAA Approved 04/16/2025
Change Order #11	531,855.00 - ACAA Approved 04/16/2025
Change Order #12	98,296.00 - ACAA Approved 05/12/2025
Change Order #13	61,603.00 - ACAA Approved 06/9/2025
<i>Change Order #14</i>	<i>10,651.00 *</i>
<b>Total:</b>	<b>\$34,946,375.00</b>

*\*Pending approval at this meeting.*

**BUDGET INFORMATION:**

Anticipated in Current ALB Capital Plan: Yes ✓ No NA  
Funding Account No.: CPN 50-2021

**AWARD CONDITIONS MET:**

Apprenticeship ✓ DBE ✓ MWBE ✓

Service Disable Veteran Owned Business (SDVOB) N/A

AGENDA ITEM NO: 11.1  
MEETING DATE: July 14, 2025

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

Federal <u>40%</u>	State <u>60%</u>	Airport <u>N/A</u>
Term of Funding: <u>2023-2026</u>		
Grant No.: <u>N/A</u>	STATE PIN: <u>N/A</u>	

**JUSTIFICATION:**

*Request to approve Change Order #14 for Contract # 21-1082-GC for the Pre-TSA Terminal Expansion to qualified low bidder MLB Construction Services, LLC Malta, NY. This Change Order is requested due to changes to the contract work due to the addition of firestopping material needing to be installed in existing utility penetrations. The site fence was reconfigured to enhance passenger flow from the long term parking lots. A first floor viewing window was installed near vestibule #3.*

**CHIEF EXECUTIVE OFFICER'S RECOMMENDATION:**

*Recommend approval.*

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

**PROCUREMENT DEPARTMENT APPROVAL:**

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

**BACK-UP MATERIAL:**

*Please refer to the attached Change Order #14 backup information compiled by Turner Construction Company.*



**AIA**<sup>®</sup>

# Document G731™ – 2019

## Change Order, Construction Manager as Adviser Edition

**PROJECT:** *(name and address)*  
Albany County Airport Authority  
Terminal Expansion  
737 Albany Shaker Road  
Albany New York 12211

**CONTRACT INFORMATION:**  
Contract For: General Construction  
[1082-GC]  
Date: 08-28-2023

**CHANGE ORDER INFORMATION:**  
Change Order Number: 014  
Date: 06-30-2025

**OWNER:** *(name and address)*  
Albany County Airport Authority  
737 Albany Shaker Road  
Albany, NY 12211

**ARCHITECT:** *(name and address)*  
CHA Consulting Inc.  
3 Winners Circle  
Albany, NY 12205

**CONTRACTOR:** *(name and address)*  
MLB Construction Services LLC  
One Stone Brook Road  
Malta, NY 12020

**CONSTRUCTION MANAGER:** *(name and address)*  
Turner Construction Company  
1 Computer Drive South  
Albany, NY 12205

**THE CONTRACT IS CHANGED AS FOLLOWS:**

*(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)*

- 01. PCO-146d Back of House Firestopping Existing Penetrations (AHJ Request) (Add \$3,891.00)
- 02. PCO-250 L1 Dunkin Viewing Window (Add \$1,507.00)
- 03. PCO-257 Existing Sky Light Conflict w West Mech. Room Wall (Add \$770.00)
- 04. PCO-258 Site Fence Maintenance (Add \$4,483.00)
- 05. A schedule adjustment can be made in a future change order to which MLB and ACAA agree in accordance with Article 17 of MLB's executed contract.
- 06. The Contractor's Work shall be Substantially Complete on July 10, 2024 for Phase 1-2, August 7, 2024 for Phase 3a -4c and November 12, 2024 for Sitework

The original Contract Sum was	\$ 32,796,900.00
Net change by previously authorized Change Orders	\$ 2,138,824.00
The Contract Sum prior to this Change Order was	\$ 34,935,724.00
The Contract Sum will be increased by this Change Order in the amount of	\$ 10,651.00
The new Contract Sum including this Change Order will be	\$ 34,946,375.00

The Contract time will be unchanged by Zero(0) days.  
The Contractor's Work shall be substantially complete on 11-12-2024.

**NOTE:** This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

**NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONSTRUCTION MANAGER, CONTRACTOR, AND OWNER.**

\_\_\_\_\_  
**ARCHITECT** *(Signature)*  
BY: Jordan Hudak, Sr. Project Manager, CHA Consulting, Inc.  
*(Printed name, title, and license number if required)*

\_\_\_\_\_  
**CONSTRUCTION MANAGER** *(Signature)*  
BY: Robert Wagner, Sr. Project Manager, Turner Construction Company  
*(Printed name and title)*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Date*

---

**CONTRACTOR** *(Signature)*

BY: Jeff Lino, Vice President, MLB Construction  
Services LLC

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*(Printed name and title)*

---

*Date*

---

**OWNER** *(Signature)*

BY: Peter Stuto, Chief Executive Officer, Albany County Airport  
Authority

---

*(Printed name and title)*

---

*Date*

PCO-146d



MLB Construction Services LLC  
 One Stone Break Road  
 Malta, NY 12020  
 Tel: 518-289-1371  
 Fax: 518-289-1652

PCO-146D

**PROPOSAL**

SUBMITTED TO:  
 Rob Wagner  
 Turner Construction Company  
 1 Computer Drive South  
 Albany, NY 12205

PROJECT NAME	
Alb. Airport 21-1082-GC	
PROJECT NO.	DATE
23-110	6/9/25
PROPOSAL NO.	PROPOSAL AMOUNT
129	\$3,891.00

Per NOC 129 dated 5/12/2025, MLB Construction Services LLC is pleased to present our proposal for the following:

Ceiling re-work required to provide visibility for Phase 4 exploratory viewing. Ceiling needed to be reconstructed/fire-rated as required by Zack Geddies.

Description	Labor	Material	Equipment	Subcontract	Other	Price
Ceiling Re-Work	\$3,383.94					\$3,383.94
					Subtotal:	\$3,383.94
		MLB OH&P (Self-performed)		\$3,383.94	14.98%	\$507.06
					<b>Total:</b>	<b>\$3,891.00</b>

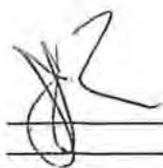
If you have any questions, please contact me at 518-289-1371.

- We reserve the right to request an extension of time together with additional cost incurred at a later date.
- We request calendar days extension of time for the above work.
- This proposal may be withdrawn by us if not accepted within 10 days.

WE HAVE NOT BEEN DIRECTED TO PROCEED WITH THIS WORK.

OWNER MUST RETURN THIS PROPOSAL WITH THEIR SIGNED APPROVAL SHOWN BELOW BEFORE WORK CAN BEGIN.

Submitted by:   
 Craig Ditt  
 MLB Construction Services LLC

Approved by:   
 Date: \_\_\_\_\_

Cc: JMD/SAS/File (MLB Construction Services LLC)

NOC #129

EXTRA # 30

MLB CONSTRUCTION SERVICES LLC				GENERAL CONTRACTOR				
PROJECT:		Airport Terminal -BP02		DESCRIPTION:		PCO-146 D - ACT Ceiling BOH East		SPEC. SECT.
EST. #:		EXTEN BY:		CHKD BY:		OF		
CODE	DESCRIPTION	QUANTITY	UNIT PRICE LABOR	TOTAL ESTIMATED LABOR COST	UNIT PRICE MATERIAL	MATERIAL & EQUIP COST	TOTAL ESTIMATED COST	
1 06-100	Ticket Dated 2/4/25	1	\$953.64	\$953.64	\$0.00	\$0.00	\$953.64	✓
2 06-100	Ticket Dated 2/25/2025	1	\$635.76	\$635.76	\$0.00	\$0.00	\$635.76	✓
3 06-100	Ticket Dated 2/26/2025	1	\$1,271.52	\$1,271.52			\$1,271.52	✓
<del>4 06-100</del>	<del>Ticket Dated 2/26/2025</del>	<del>1</del>	<del>\$1,271.52</del>	<del>\$1,271.52</del>			<del>\$1,271.52</del>	✓
5 06-100	Ticket Dated 3/13/2025	1	\$523.02	\$523.02	\$0.00	\$0.00	\$523.02	✓
6	SHEET TOTALS			\$4,655.46		\$0.00	\$4,655.46	✓

STILL DUPLICATE

Ⓞ

\$3,383.94

Ⓞ

30



One Stone Break Road  
Malla, NY 12020  
(518) 289-1371  
FAX (518) 289-1MLB  
e-mail: info@mlbind.com

# WORK ORDER VOUCHER

Charge to PCO# 146D BACK of House EAST Date 2/21/25

Authorized by Turner

MLB Job No 23-110

Description of Work: ciling grid Re-work

### LABOR

Name	Trade	Rate	Hours	Other
<u>Nick Sheppard</u>	<u>L</u>	<u>81.46</u>	<u>6</u>	
<u>Bob Showille</u>	<u>C</u>	<u>77.48</u>	<u>6</u>	

488.76 ✓  
264.88 ✓

Total Labor Cost

753.64 ✓

### MATERIAL/EQUIPMENT

Item	Quantity	Unit Cost	Other

Total Material/Equipment Cost

2

### SUBCONTRACTORS

Subcontractors	Trade	Hours	Other

Total Subcontractor Cost

3

### TRUCKING

Driver	Rate	Pick Up	Fuel

Total Trucking Cost

4

Ed Andres 2-25-25  
Customer Supervisor

VTO

Customer Supervisor

MLB Supervisor

Total of Boxes 1, 2, 3 & 4

- ADD: \_\_\_\_\_ Small Tools
- Subtotal
- ADD: \_\_\_\_\_ % Sales Tax
- ADD: \_\_\_\_\_ % Overhead
- ADD \_\_\_\_\_ % Profit
- TOTAL VALUE of this Work Order





One Stone Break Road  
 Malta, NY 12020  
 (518) 289-1371  
 FAX (518) 289-1MLB  
 e-mail: info@mlbind.com

# WORK ORDER VOUCHER

14100

Charge to PCO # 146D

Date 2/26/25 Cost Code 05-100

Authorized by Turner

MLB Job No 23-114

Description of Work: Back of house ceiling

### LABOR

Name	Trade	Rate	Hours	Other	Cost
<u>Nick Sheppard</u>	<u>L</u>	<u>81.46</u>	<u>8</u>		<u>651.68</u> ✓
<u>Bob Shoville</u>	<u>C</u>	<u>77.48</u>	<u>8</u>		<u>619.84</u> ✓
Total Labor Cost					1 <u>1271.52</u> ✓

### MATERIAL/EQUIPMENT

Item	Quantity	Unit Cost	Other	
Total Material/Equipment Cost				2

### SUBCONTRACTORS

Subcontractors	Trade	Hours	Other	
Total Subcontractor Cost				3

### TRUCKING

Driver	Rate	Pick Up	Fuel	
Total Trucking Cost				4

Ed Andras 2-27-25  
 Customer Supervisor

MLB Supervisor

Total of Boxes 1, 2, 3 & 4

ADD: Small Tools

ADD: Subtotal

ADD: % Sales Tax

ADD: % Overhead

ADD: % Profit

TOTAL VALUE of this Work Order



PCO-250



MLB Construction Services LLC  
 One Stone Break Road  
 Malta, NY 12020  
 Tel: 518-289-1371  
 Fax: 518-289-1652

PCO-250

PROPOSAL

SUBMITTED TO:  
 Rob Wagner  
 Turner Construction Company  
 1 Computer Drive South  
 Albany, NY 12205

PROJECT NAME Alb. Airport 21-1082-GC	
PROJECT NO. 23-110	DATE 6/9/25
PROPOSAL NO. 136	PROPOSAL AMOUNT \$1,507.00

Per NOC 136 dated 6/9/2025, MLB Construction Services LLC is pleased to present our proposal for the following:  
 Per the request of ACAA, add an observation window at Level 1 similar to that adde adjacent to the TSA checkpoint.

Description	Labor	Material	Equipment	Subcontract	Other	Price
Level 1 Observation Window	\$1,310.80					\$1,310.80
					Subtotal:	\$1,310.80
		MLB OH&P (Self-performed)		\$1,310.80	14.97%	\$196.20
					<b>Total:</b>	<b>\$1,507.00</b>

If you have any questions, please contact me at 518-289-1371.

- We reserve the right to request an extension of time together with additional cost incurred at a later date.
- We request calendar days extension of time for the above work.
- This proposal may be withdrawn by us if not accepted within 10 days.

WE HAVE NOT BEEN DIRECTED TO PROCEED WITH THIS WORK.

OWNER MUST RETURN THIS PROPOSAL WITH THEIR SIGNED APPROVAL SHOWN BELOW BEFORE WORK CAN BEGIN.

Submitted by:  6/9/25  
 Craig Ortli  
 MLB Construction Services LLC

Approved by:   
 Date: \_\_\_\_\_

Cc: JMD/SAS/File (MLB Construction Services LLC)

EXTRA #41, PCO-250

MLB CONSTRUCTION SERVICES LLC				GENERAL CONTRACTOR					
PROJECT:		Airport Terminal -BP02		DESCRIPTION:		PCO-250 Level I Viewing Window		SPEC. SECT.	
EST. #:				EXTEN BY:		CHKD BY:		OF	
	CODE	DESCRIPTION	QUANTITY	UNIT PRICE LABOR	TOTAL ESTIMATED LABOR COST	UNIT PRICE MATERIAL	MATERIAL & EQUIP COST	TOTAL ESTIMATED COST	
1	06-100	Ticket 14462 Level I Viewing Window Install	1		\$1,310.80	\$0.00	0...	#VALUE!	
2									
3					\$0.00	\$0.00	\$0.00	\$0.00	
4					\$0.00	\$0.00	\$0.00	\$0.00	
5					\$0.00	\$0.00	\$0.00	\$0.00	
6					\$0.00	\$0.00	\$0.00	\$0.00	
7		<b>SHEET TOTALS</b>			<b>\$1,310.80</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$1,310.80</b>	

\$1,310.80



One Stone Break Road  
 Malta, NY 12020  
 (518) 289-1371  
 FAX (518) 289-1MLB  
 e-mail: info@mlbind.com

# WORK ORDER VOUCHER

Charge to PCO # 250

contract 41  
BP-02

Date 5/9/25

Cost Code 06100

Authorized by Turner

MLB Job No 23-114

Description of Work: Level 1 Viewing window install

### LABOR

Name	Trade	Rate	Hours	Other
Todd Phillips	CF	86.37	8	
Cody Coalter	C	77.48	8	
Total Labor Cost → 1 <u>1310.80</u> ✓				

### MATERIAL/EQUIPMENT

Item	Quantity	Unit Cost	Other
Total Material/Equipment Cost → 2 <u>          </u>			

### SUBCONTRACTORS

Subcontractors	Trade	Hours	Other
Total Subcontractor Cost → 3 <u>          </u>			

### TRUCKING

Driver	Rate	Pick Up	Fuel
Total Trucking Cost → 4 <u>          </u>			

Total of Boxes 1, 2, 3 & 4

ADD: Small Tools

Subtotal

ADD: % Sales Tax

ADD: % Overhead

ADD: % Profit

TOTAL VALUE of this Work Order

ED Andres 5/9/25  
 Customer Supervisor

MLB Supervisor

PCO-257



EXTRA #40, PLD-257

MLB CONSTRUCTION SERVICES LLC				GENERAL CONTRACTOR				
PROJECT:		Airport Terminal -BP02		DESCRIPTION:		PCO-257 Demo & Waterproofing of Skylight		SPEC. SECT.
EST. #:				EXTEN BY:		CHKD BY:		OF
	CODE	DESCRIPTION	QUANTITY	UNIT PRICE LABOR	TOTAL ESTIMATED LABOR COST	UNIT PRICE MATERIAL	MATERIAL & EQUIP COST	TOTAL ESTIMATED COST
1	02-150	Ticket 14461 Demo & Waterproofing of skylight	1		\$669.48	\$0.00	\$0.00	\$669.48 ✓
2								
3					\$0.00	\$0.00	\$0.00	\$0.00
4					\$0.00	\$0.00	\$0.00	\$0.00
5					\$0.00	\$0.00	\$0.00	\$0.00
6					\$0.00	\$0.00	\$0.00	\$0.00
7		SHEET TOTALS			\$669.48	\$0.00	\$0.00	\$669.48 ✓

\$669.48



One Stone Break Road  
 Malta, NY 12020  
 (518) 289-1371  
 FAX (518) 289-1MLB  
 e-mail: info@mlbind.com

**WORK ORDER VOUCHER**

14461

Charge to PCO# 257

Date 5/7/25

Cost Code: 02-150

Authorized by Turner

MLB Job No. 23-110

Description of Work: demolition and water proof of skylight

**LABOR**

Name	Trade	Rate	Hours	Other	Cost
Steve Barthwick	LF	85.91	4		343.64 ✓
Jason Slater	L	81.46	4		325.84 ✓

Total Labor Cost → 1 669.48 ✓

**MATERIAL/EQUIPMENT**

Item	Quantity	Unit Cost	Other

Total Material/Equipment Cost → 2

**SUBCONTRACTORS**

Subcontractors	Trade	Hours	Other

Total Subcontractor Cost → 3

**TRUCKING**

Driver	Rate	Pick Up	Fuel

Total Trucking Cost → 4

Erin Anderson 5/8/25  
 Customer Supervisor

M. Wick 5/7/25  
 MLB Supervisor

Total of Boxes 1, 2, 3 & 4	
ADD: _____	Small Tools
	Subtotal
ADD: _____	% Sales Tax
ADD: _____	% Overhead
ADD: _____	% Profit
TOTAL VALUE of this Work Order	

PCO-258





MLB Construction Services LLC  
 One Stone Break Road  
 Malta, NY 12020  
 Tel: 518-289-1371  
 Fax: 518-289-1652

PCO-258

PROPOSAL

SUBMITTED TO:  
 Rob Wagner  
 Turner Construction Company  
 1 Computer Drive South  
 Albany, NY 12205

PROJECT NAME  
 Alb. Airport 21-1082-GC

PROJECT NO. 23-110 DATE 6/9/25

PROPOSAL NO. 133 PROPOSAL AMOUNT \$4,483.00

Per NOC 133 dated 5/12/2025, MLB Construction Services LLC is pleased to present our proposal for the following:

Due to the extended duration of the project schedule related to design issues/schedule impacts, ACAA requested that MLB update/repair the privacy screening on the site perimeter fence that had started to deteriorate.

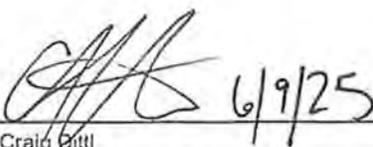
Description	Labor	Material	Equipment	Subcontract	Other	Price
Temp. Fencing	\$3,898.02					\$3,898.02
					Subtotal:	\$3,898.02
		MLB OH&P (Self-performed)		\$3,898.02	15.01%	\$584.98
					<b>Total:</b>	<b>\$4,483.00</b>

If you have any questions, please contact me at 518-289-1371.

- We reserve the right to request an extension of time together with additional cost incurred at a later date.
- We request calendar days extension of time for the above work.
- This proposal may be withdrawn by us if not accepted within 10 days.

WE HAVE NOT BEEN DIRECTED TO PROCEED WITH THIS WORK.

OWNER MUST RETURN THIS PROPOSAL WITH THEIR SIGNED APPROVAL SHOWN BELOW BEFORE WORK CAN BEGIN.

Submitted by:   
 Craig Pittl  
 MLB Construction Services LLC

Approved by:   
 Date: \_\_\_\_\_

Cc: JMD/SAS/File (MLB Construction Services LLC)

NOC #133, EXTRA #32, PLD-2506

MLB CONSTRUCTION SERVICES LLC				GENERAL CONTRACTOR				
PROJECT:		Airport Terminal -BPO2		DESCRIPTION:		PCO-258 Site Fence Repairs		SPEC. SECT.
EST. #:				EXTEN BY:		CHKD BY:		OF
	CODE	DESCRIPTION	QUANTITY	UNIT PRICE LABOR	TOTAL ESTIMATED LABOR COST	UNIT PRICE MATERIAL	MATERIAL & EQUIP COST	TOTAL ESTIMATED COST
1	01-531	Ticket 14457	1	\$2,669.02	\$2,669.02			<del>\$2,669.02</del>
2	01-531	Ticket 14455	1	\$1,066.08	\$1,066.08			\$1,066.08 ✓
3								
4								
5								
6								
7								
8		SHEET TOTALS			\$3,735.10		\$0.00	<del>\$3,735.10</del>

2531.

#3,896.02  




One Stone Break Road  
 Malta, NY 12020  
 (518) 289-1371  
 FAX (518) 289-1MLB  
 e-mail: info@mlbind.com

# WORK ORDER VOUCHER

14455

Charge to

Date 4/24/25 Cost Code 01-531

Authorized by Turner

MLB Job No. 23-110

Description of Work: Fixing Temp fence PCO 258

### LABOR

Name	Trade	Rate	Hours	Other	Cost
<u>Tim Parks</u>	<u>LF</u>	<u>89.36</u>	<u>6</u> (3rd)		<u>536</u> 116 ✓
<u>Brad Mussen</u>	<u>L</u>	<u>88.32</u>	<u>6</u> (2nd)		<u>529</u> 92 ✓
Total Labor Cost					1   <u>1065</u> 08 ✓

### MATERIAL/EQUIPMENT

Item	Quantity	Unit Cost	Other
Total Material/Equipment Cost			

### SUBCONTRACTORS

Subcontractors	Trade	Hours	Other
Total Subcontractor Cost			

### TRUCKING

Driver	Rate	Pick Up	Fuel
Total Trucking Cost			

Total of Boxes 1, 2, 3 & 4

ADD: \_\_\_\_\_ Small Tools

Subtotal

ADD: \_\_\_\_\_ % Sales Tax

ADD: \_\_\_\_\_ % Overhead

ADD: \_\_\_\_\_ % Profit

TOTAL VALUE of this Work Order

Ed Andras 4-28-25  
 Customer Supervisor

MLB Supervisor



One Stone Break Road  
 Malta, NY 12020  
 (518) 289-1371  
 FAX (518) 289-1MLB  
 e-mail: info@mlbind.com

# WORK ORDER VOUCHER

2025

Charge to PCO# 258

Date 5/2/25 Cost Code 01-531

Authorized by Turner

MLB Job No 23-114

Description of Work Site fence repairs

### LABOR

Name	Trade	Rate	Hours	Other	Cost
Tim parks	LF	85.91	8		687.28 ✓
Steve Barthwick	LF	85.91	6		515.46 ✓
Jason Slater	L	81.46	6		488.76 ✓
Brandon Bradley	L	81.46	6		488.76 ✓
Dalton Girardi	L	81.46	8		488.76 #651

Total Labor Cost → 1

2669.02

### MATERIAL/EQUIPMENT

Item	Quantity	Unit Cost	Other

2831.94

Total Material/Equipment Cost → 2

### SUBCONTRACTORS

Subcontractors	Trade	Hours	Other

Total Subcontractor Cost → 3

### TRUCKING

Driver	Rate	Pick Up	Fuel

Total Trucking Cost → 4

5/5/25  
 [Signature] - TCCo (initials)  
 Customer Supervisor  
 \_\_\_\_\_  
 MLB Supervisor

Total of Boxes 1, 2, 3 & 4  
 ADD: \_\_\_\_\_ Small Tools  
 Subtotal  
 ADD: \_\_\_\_\_ % Sales Tax  
 ADD: \_\_\_\_\_ % Overhead  
 ADD: \_\_\_\_\_ % Profit  
 TOTAL VALUE of this Work Order

## **AGENDA ITEM NO. 11.2**

**Construction Contract    Change Order:**

**Authorization of Change Order No. 5 for  
Construction Contract 1127-GC for  
Concourse A Rehabilitation to AOW Construction LLC.**

AGENDA ITEM NO: 11.2  
MEETING DATE: July 14, 2025

ALBANY COUNTY AIRPORT AUTHORITY  
REQUEST FOR AUTHORIZATION

**ACAA Approved**  
**07/14/2025**

DEPARTMENT: *Planning and Engineering*

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

PURPOSE OF REQUEST:

Construction Contract Change Order:

*Authorization of Change Order No. 5 for Construction Contract 1127-GC for  
Concourse A Rehabilitation to AOW Construction LLC.*

CONTRACT AMOUNT:

Base Amount:	\$12,733,787.00
Change Order #1:	80,789.00 ACAA Approved 02/10/25
Change Order #2:	122,480.00 ACAA Approved 03/24/2025
Change Order #3:	78,708.00 ACAA Approved 05/12/2025
Change Order #4:	55,205.00 ACAA Approved 06/09/2025
Change Order #5:	<u>293,015.00 *</u>
Total:	\$13,363,984.00

*\*Pending approval at this meeting.*

BUDGET INFORMATION:

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

AWARD CONDITIONS MET:

Apprenticeship ✓ DBE ✓ MWBE N/A

Service Disable Veteran Owned Business (SDVOB) N/A

FISCAL IMPACT - FUNDING (Dollars or Percentages)

Federal 85% State N/A Airport 15%  
Term of Funding: 2024-2026  
Grant No.: N/A STATE PIN: N/A

AGENDA ITEM NO: 11.2  
MEETING DATE: July 14, 2025

**JUSTIFICATION:**

**\*\$293,015**

*Request to approve Change Order #5 for Contract # 1127-GC Concourse A Rehabilitation to qualified low bidder AOW Construction LLC. of Albany, NY for ~~\$292,875.00~~. The change order work includes additional pavement removal and paving to tie-in the new concrete apron with the existing surrounding pavement. Additional spray on fireproofing was required to protect the additional steel installed for the floor infill. The wood ceiling being installed on the second floor was revised to allow for access above the ceiling. The millwork was modified, alarm sounders were added to meet current NYS Fire Code and the ceiling over the proposed concession was changed (to allow for a future concession). The contractor was required to remove additional concrete near Gate A-3 (not shown on any As-builts).*

**CHIEF EXECUTIVE OFFICER'S RECOMMENDATION:**

*Recommend approval.*

**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   NA \_\_\_\_\_*

**BACK-UP MATERIAL:**

*Please refer to the attached Contract 1127-GC Change Order #5 backup.*



# AIA Document G731™ – 2019

## Change Order, Construction Manager as Adviser Edition

<b>PROJECT:</b> <i>(name and address)</i> Albany County Airport Authority Terminal A 737 Albany Shaker Road Albany New York 12211	<b>CONTRACT INFORMATION:</b> Contract For: General Construction [1127-GC] Date: 06-10-2024	<b>CHANGE ORDER INFORMATION:</b> Change Order Number: 005  Date: 07-01-2025
<b>OWNER:</b> <i>(name and address)</i> Albany County Airport Authority 737 Albany Shaker Road Albany New York 12211	<b>ARCHITECT:</b> <i>(name and address)</i> Fennick McCredie Architecture, LTD 70 Franklin Street Boston, MA 02110	<b>CONSTRUCTION MANAGER:</b> <i>(name and address)</i> Turner Construction Company 1 Computer Drive South Albany, New York 12205
<b>CONTRACTOR:</b> <i>(name and address)</i> AOW Construction, LLC 30 Essex Street Albany, NY 12206		

**THE CONTRACT IS CHANGED AS FOLLOWS:**

*(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)*

- 01. PCO-026 [COR-028] ASI-017 RFI-021 P-501 Concrete Edge Condition [Add \$60,030.00]
- 02. PCO-039a [COR-039] RFI-065 Spray on Fireproofing at Existing Steel (Phase 1) [Add \$57,500.00]
- 03. PCO-042b [COR-042b] RFI-057 Clarification on Change to ACT-2 (Labor) [Add \$18,714.00]
- 04. PCO-048 [COR-048] ASI-020 Millwork Update [Add \$13,369.00]
- 05. PCO-050 [COR-050] RFI-071 Steel Interference at E1 [Add \$17,179.00]
- 06. PCO-052 [COR-052] RFI-032 Alarm Sounder Details [Add \$16,259.00]
- 07. PCO-055 [COR-055] RFI-079 Laminated Sheetrock [Add \$3,701.00]
- 08. PCO-070 [COR-070] ASI-023 Level 2 Accessible Ceilings Revision [Add \$113,078.00]
- 09. PCO-072 [COR-087] Unforeseen Concrete Under Gate A3 Asphalt Pavement [Add \$11,724.00]
- 10. PCO-080 [COR-080] RFI-113 Concessions Ceilings Revision [Credit \$18,539.00]

The original Contract Sum was	\$ 12,733,787.00
Net change by previously authorized Change Orders	\$ 337,182.00
The Contract Sum prior to this Change Order was	\$ 13,070,969.00
The Contract Sum will be increased by this Change Order in the amount of	\$ 293,015.00
The new Contract Sum including this Change Order will be	\$ 13,363,984.00

The Contract time will be unchanged by Zero(0) days.  
The Contractor's Work shall be substantially complete on 08-10-2026.

**NOTE:** This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

**NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONSTRUCTION MANAGER, CONTRACTOR, AND OWNER.**

\_\_\_\_\_  
**ARCHITECT** *(Signature)*  
 BY: Joe Sirkovich, Project Manager, Fennick McCredie  
 Architecture, LTD.  
*(Printed name, title, and license number if required)*

\_\_\_\_\_  
**CONSTRUCTION MANAGER** *(Signature)*  
 BY: Robert Wagner, Sr. Project Manager, Turner Construction  
 Company  
*(Printed name and title)*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
**CONTRACTOR** *(Signature)*

\_\_\_\_\_  
BY: James Urner, President, AOW Construction LLC  
*(Printed name and title)*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
**OWNER** *(Signature)*

\_\_\_\_\_  
BY: Peter Stuto, Chief Executive Officer, Albany County  
Airport Authority  
*(Printed name and title)*

\_\_\_\_\_  
*Date*

**PCO-026**



**Change Request**

To: Robert Wagner  
Turner Construction Company  
1 Computer Drive South  
Albany, NY 12205

Number: COR 028  
Date: 6/12/25  
Job: 24-00048 AIA Concourse A Rehab

Reason: Owner Request

We are pleased to offer the following specifications and pricing to make the following changes:

**Detailed Description**  
COR-028 - PCO-026 RFI-021 P501 Concrete Paving Edge Condition. This change order covers additional excavation, sub-base, concrete forming materials, and labor required for the revised paving edge condition per RFI-021 and ASI-017. The extent of paving and paving materials will be determined based on future information from the site engineer, McFarland-Johnson.

Pricing Summary			
	James H. Maloy		\$ 57,134.00
		<b>Subtotal:</b>	<b>\$ 57,134.00</b>
	<b>Bond</b>	<b>0.50%</b>	<b>\$ 299.00</b>
	<b>OH&amp;P on Sub Work</b>	<b>5.00%</b>	<b>\$ 2,597.00</b>
		<b>Total:</b>	<b>\$ 60,030.00</b>

If you have any questions, please contact me at 518-482-3400.

Submitted by: Patrick Andrews  
AOW Construction, LLC

Cc: Alysia Sanichar (AOW Construction, LLC)

Approved by AOW CONSTRUCTION, LLC.:  
Signed by: Ab Bungayoli  
Approved: \_\_\_\_\_  
Date: 6/12/2025

Approved by ARCHITECT:  
Approved: \_\_\_\_\_  
Date: \_\_\_\_\_

Approved by OWNER:  
Approved: \_\_\_\_\_  
Date: \_\_\_\_\_

DS DS  
AE PA

**PCO-026 Rec'd TCCo 06.12.25**



**24-0048 Albany Airport Concourse A Rehab  
COR-028 PCO-026 P501 Concrete Edge Condition**

30 Essex Street  
Albany, NY 12206  
T 518-482-3400  
F 518-482-3444

<u>AOW Labor</u>	Regular Hours	OT Hours	Regular Rate	OT Rate	Total
AOW Labor (Superintendent)			\$ 94.00	\$ 141.00	\$ -
AOW Labor (Project Manager)			\$ 95.00	\$ 110.00	\$ -
AOW Labor (Carpenter Foreman)			\$ 90.00	\$ 135.00	\$ -
AOW Labor (Carpenter)			\$ 88.00	\$ 129.00	\$ -
AOW Labor (Laborer Foreman)			\$ 90.00	\$ 135.00	\$ -
AOW Labor (Laborer)			\$ 87.00	\$ 129.00	\$ -
<b>AOW Labor Total:</b>					<b>\$ -</b>

<u>AOW Material</u>	Quantity	Units	\$/Unit	Cost/Item	
				\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -
<b>AOW Material Total:</b>					<b>\$ -</b>

<u>AOW Tool Rentals</u>	Quantity	Units	\$/Unit	Cost/Item	
				\$ -	\$ -
				\$ -	\$ -
<b>AOW Tool Rental Total:</b>					<b>\$ -</b>

**AOW Subtotal: \$ -**

<u>Subcontractors</u>	Subcontractor	Costs	10% & 5% Mark-up	
James H. Maloy		\$51,939.92	\$ 3,012.34	\$ 57,133.91
		\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -
<b>Subcontractor Total:</b>		<b>\$ 51,939.92</b>	<b>\$ 3,012.34</b>	<b>\$ 57,133.91</b>

**Subtotal All Categories: \$ 57,133.91**

15.0%	AOW OH&P on Self-Performed	\$ -
5.0%	AOW OH&P on Sub costs	\$ 2,597.00
	<b>Subtotal:</b>	<b>\$ 59,730.91</b>

0.5% Bond \$ 298.65

**Grand Total: \$ 60,029.56**

# JAMES H. MALOY, INC.

Contractors



P.O. Box 11016  
 Loudonville, N.Y. 12211-0016  
 Phone (518) 438-7881  
 Fax: (518) 438-7884

February 17, 2025

AOW Construction LLC  
 30 Essex St, Albany, NY 12206  
 Albany Airport Concourse A

**Aowinc06 - Albany Airport  
 PCO-026  
 P-501 concrete edge detail**

	Quantity	Unit	Rate	Cost	Total
<b>Over Excavate &amp; Backfill With P-209</b>					
<b><u>Labor</u></b>					
Foreman - S/T	16.0	Hour	\$ 106.90	\$ 1,710.40	
Laborer - S/T	16.0	Hour	\$ 85.60	\$ 1,369.60	
Class A Operator - S/T	16.0	Hour	\$ 108.31	\$ 1,732.96	
Teamster	8.0	Hour	\$ 84.75	\$ 678.00	
					\$ 5,490.96
<b><u>Equipment</u></b>					
Cat 325 Excavator	16.0	Hour	\$ 185.36	\$ 2,965.76	
Tri Axle	8.0	Hour	\$ 87.64	\$ 701.12	
Roller	8.0	Hour	\$ 137.44	\$ 1,099.52	
					\$ 4,766.40
<b><u>Material</u></b>					
P-209	194.0	Ton	\$ 25.00	\$ 4,850.00	
					\$ 4,850.00
					\$ 15,107.36
<b>Form Concrete Edge</b>					
<b><u>Subcontract Rossetti</u></b>					
Form Concrete Edge	1.0	LS	\$9,221.00	\$ 9,221.00	
Concrete Pumping	1.0	LS	\$20,780.00	\$ 20,780.00	
Concrete Accellerator	1.0	LS	\$10,053.76	\$ 10,053.76	
					\$ 40,054.76
					Subtotal: \$ 55,162.12
					Tax (Tax Exempt): \$ -
					10% O&P: \$ 1,510.74
					5% (Subcontractor Only): \$ 461.05
					Total: \$ 57,133.91
					<b>TOTAL: \$ 57,133.91</b>

# D.J. ROSSETTI and Sons.

## Concrete Contractors

322 Charlton Road  
Ballston Spa N.Y. 12020  
Phone (518)899-8150  
Fax (518)899-8152

TO: J.H. Maloy  
Att: Peter Maloy  
RE: Airport Taxiway Expansion, Albany N.Y. 2/11/2025

### Concrete Accelerator Phase 1

Pour #1 – 385cy

Pour #2 – 351cy

Total Phase 1 Yardage \$736cy x \$13.66 per cubic yard = \$10,053.76  
Markup X.15 \$1,508.06

Total Change Order    \$11,561

Thank You  
DJ Rossetti

# D.J. ROSSETTI and Sons.

## Concrete Contractors

322 Charlton Road  
Ballston Spa N.Y. 12020  
Phone (518)899-8150  
Fax (518)899-8152

TO: J.H. Maloy  
Att: Peter Maloy  
RE: Airport Taxiway Expansion, Albany N.Y. 04/03/2025 revised

### Concrete Pumping

Pour #1 Precision Concrete Pumping – \$5,160 (350cy)

Pour #2 Precision Concrete Pumping -- \$5,925 (380cy)

Pour #3 Precision Concrete Pumping -- \$4,832 (273cy)

Pour #4 Precision Concrete Pumping -- \$4,863 (280cy)

Total \$20,780

X .10 \$2,078

Total Request for Change \$22,858

Thank You  
DJ Rossetti

# D.J. ROSSETTI and Sons.

## Concrete Contractors

322 Charlton Road  
Ballston Spa N.Y. 12020  
Phone (518)899-8150  
Fax (518)899-8152

TO: J.H. Maloy  
Att: Peter Maloy  
RE: Airport Taxiway Expansion, Albany N.Y. 04/23/2025 revised

### PCO 026

#### Perimeter Formwork extra

This is due to the Existing Asphalt being cut back and the perimeter now needed to be formed instead of Paving off the existing Asphalt as shown on the drawings.

Super 1 – \$82.08 x 40 hours = \$3,283.2  
DJR Labor (Labor 2) – \$84.75 x 40 hours = \$3,390

Total Labor \$6,673.20

Form rental and Form materials 436lf x \$2.66 per Lf = \$1,159.76

Compressor and Drill Rentals 1 weeks \$550 per week = \$550

Total Without Markup \$8,382.95  
Mark up X .10 \$838.29

Total for the Change order \$9,221

Thank You  
DJ Rossetti



Turner Construction Company  
1 Computer Drive South  
Albany, New York 12205

November 25th, 2024,

Mr. Patrick Andrews  
AOW Construction  
Project Manager  
30 Essex Street  
Albany, NY 12206

RE: Albany County Airport Authority  
PCO 026 RFI-021 P-501 Concrete Paving Edge Condition

Dear Mr. Andrews,

Please provide pricing for PCO 026 RFI-021 P-501 Concrete Paving Edge Condition. Submit pricing on this item no later than next Monday, December 2<sup>nd</sup>, 2024.

Please feel free to contact me if you have any questions regarding this request.

Sincerely,

*Brian McNeil*

Brian McNeil  
Project Engineer  
Turner Construction Company



TCCo New York North  
 1 Computer Drive South  
 Albany, New York 12205  
 P: (518) 432-0277  
 F: (518) 432-0279

Expansion  
 737 Albany Shaker Rd.  
 Albany, New York 12211

## RFI #021: P-501 Concrete Paving Edge Condition

<b>Status</b>	Closed on 10/16/24		
<b>To</b>	Joe Sirkovich (Fennick McCredie Architecture) Melissa Vaillancourt, AIA (Fennick McCredie Architecture) Ozlem Kizilkaya (Fennick McCredie Architecture) Turner Bradford, PE (McFarland-Johnson Inc) Brett Frears (McFarland-Johnson Inc)	<b>From</b>	Alysia Sanichar (AOW Construction) 30 Essex Street Albany, New York 12206
<b>Date Initiated</b>	Sep 25, 2024	<b>Due Date</b>	Oct 15, 2024
<b>Location</b>	Phase 1: Gates A1 + A2>Site Work	<b>Project Stage</b>	
<b>Cost Impact</b>	Yes (Unknown)	<b>Schedule Impact</b>	No
<b>Spec Section</b>		<b>Cost Code</b>	
<b>Drawing Number</b>	C-303	<b>Reference</b>	
<b>Linked Drawings</b>			
<b>Received From</b>	Patrick Andrews (AOW Construction)		
<b>Copies To</b>	Patrick Andrews (AOW Construction), Bruce Boice (AOW Construction), Turner Bradford, PE (McFarland-Johnson Inc), Al Burgazoli (AOW Construction), Ozlem Kizilkaya (Fennick McCredie Architecture), John LaClair, PE (Albany County Airport Authority), Joe Sirkovich (Fennick McCredie Architecture), Melissa Vaillancourt, AIA (Fennick McCredie Architecture), Robert Wagner (Turner Construction Company)		

### Activity

#### Question

**Question from Alysia Sanichar AOW Construction on Wednesday, Sep 25, 2024 at 08:16 AM EDT**

- We would like to address a concern regarding the detail shown on sheet C-303, which indicates that the concrete paving will be poured directly against the existing sub-base. This approach poses a significant risk of damaging the integrity of the existing sub-base, and we believe the detail requires revision. Attached is a section previously used on another project that we would like to propose for your review. Could you please advise if the section for the Type-A joint requires revision?
- Along the building side of the concrete apron there is an existing retaining wall not shown on the project documents. This wall extends above the apron along the canopy and is cut below the asphalt after the canopy, attached project photos show extent and location. Please advise what detail should be used at this location.

**Attachments**  
 20240924.pdf, RFI Edge Condition-1.jpg, RFI Edge Condition-2.jpg, RFI Edge Condition-3.jpg.png

#### Official Response

**Response from Brett Frears McFarland-Johnson Inc on Monday, Oct 14, 2024 at 11:06 AM EDT**

- The intention of the detail is to show the condition of the joint, joint material, and sealant. The proposed concrete footprint was sawcut with an offset of 2 feet and the asphalt has been removed. Upon inspection of the existing base course, it appears the material cannot provide a smooth vertical face in which to rest the joint material against. The proposed detail is allowable.
- Provide a Type A Isolation Joint along the retaining wall.

#### All Replies

**Response from Brett Frears McFarland-Johnson Inc on Monday, Oct 14, 2024 at 11:06 AM EDT**

- The intention of the detail is to show the condition of the joint, joint material, and sealant. The proposed concrete footprint was sawcut with an offset of 2 feet and the asphalt has been removed. Upon inspection of the existing base course, it appears the material cannot provide a smooth vertical face in which to rest the joint material against. The proposed detail is allowable.
- Provide a Type A Isolation Joint along the retaining wall.



**PCO-039a**

## McNeil, Brian - (NYN)

---

**From:** Wagner, Robert C - (NYN)  
**Sent:** Wednesday, June 4, 2025 11:30 PM  
**To:** Patrick Andrews; McNeil, Brian - (NYN)  
**Cc:** Al Burgazoli; Alysia Sanichar  
**Subject:** Re: PCO-039a [COR-039]

Pat-  
I know you sent a revised proposal for \$60,965 but after doing some review on this we have the following comments:

WestWinds was on site for 9 days to complete the work which would require an escort for 72 hours. AOW's cost proposal has 101 hours (up from 100 from original submission). We will approval a total of 72 hours for escort services [51 hours for PI and 21 hours for AOW]

The scissors lifts should be reduced to only include 2 days for AOW to install and remove the poly - Applied Fire Coatings proposal includes 2015 for lifts.

Applied Fire Coatings proposal (who West Winds is using for their proposal) has a total of 294 man hours for the 'base change order' and all the work included two invoices dated April 30<sup>th</sup> was completed in 200 manhours.

As previously indicated lump sum proposals are not acceptable and the requested backup has not been provided. Based on the above we feel the \$57,500 offer is more than fair and reasonable for this work.

**Robert Wagner, LEED® AP** | Project Manager  
**Turner Construction Company** 1 Computer Drive South | Albany, New York 12205  
office 518.432.0277 | mobile 518.852.1093 | [rwagner@tcco.com](mailto:rwagner@tcco.com)  
[website](#) | [linkedin](#) | [facebook](#) | [twitter](#) | [youtube](#)

Turner is an Equal Opportunity Employer — minorities/females/veterans/individuals with disabilities/sexual orientation/gender identity.

VEVRAA Federal Contractor

~~~~ CONFIDENTIALITY STATEMENT ~~~~

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**From:** Patrick Andrews <[pandrews@aowconstruction.com](mailto:pandrews@aowconstruction.com)>  
**Sent:** Monday, June 2, 2025 3:58 PM  
**To:** Wagner, Robert C - (NYN) <[rwagner@tcco.com](mailto:rwagner@tcco.com)>; McNeil, Brian - (NYN) <[bmcneil@tcco.com](mailto:bmcneil@tcco.com)>  
**Cc:** Al Burgazoli <[aburgazoli@aowconstruction.com](mailto:aburgazoli@aowconstruction.com)>; Craig Dittl <[cdittl@mlbind.com](mailto:cdittl@mlbind.com)>; Alysia Sanichar <[asanichar@aowconstruction.com](mailto:asanichar@aowconstruction.com)>  
**Subject:** RE: PCO=039a [COR-039]

---

EXTERNAL EMAIL -- Please Handle Cautiously

---

Rob,  
Please see comments in Blue:



30 Essex Street  
 Albany, NY 12206  
 Ph : (518)482-3400

*Change Request*

To: Robert Wagner  
 Turner Construction Company  
 1 Computer Drive South  
 Albany, NY 12205

Number: COR 039  
 Date: 6/2/25  
 Job: 24-00048 AIA Concourse A Rehab

Reason: Owner Request

We are pleased to offer the following specifications and pricing to make the following changes:

**Detailed Description**  
 COR-039 - PCO-039a RFI-065 Spray on Fire Proofing - Phase 1 - this change-order covers the spray fireproofing of existing steel as required in RFI-065. Since the existing steel is painted, it will receive Bond Seal, and any W16 or larger beams will require metal lath at the inner web. The fireproofing will be applied to achieve required fire-resistant rating per the AHJ.  
 Applied Coatings applied SOFP to lower level columns E2-3-4 (2-21-25 to 2-22-25)  
 West Winds Contracting applied SOFP to 2nd floor Beams as required by AHJ and 1st floor at escalator. (3-25-25 to 4-9-25)  
 AOW provided security escorts, lifts, additional protections, and assisted in changes-in-conditions when receiving deliveries.

**Pricing Summary**

|                        |                         |              |
|------------------------|-------------------------|--------------|
| AOW Materials          |                         | \$ 269.00    |
| AOW Equipment          |                         | \$ 1,374.00  |
| West Winds             |                         | \$ 46,550.00 |
| Applied Coatings       |                         | \$ 1,298.00  |
| AOW Labor              |                         | \$ 5,758.00  |
| Premium Investigations |                         | \$ 2,034.00  |
|                        | <b>Subtotal:</b>        | \$ 57,284.00 |
|                        | Bond 0.50%              | \$ 303.00    |
|                        | OH&P on AOW Work 15.00% | \$ 1,110.00  |
|                        | OH&P on Sub Work 5.00%  | \$ 2,267.00  |
|                        | <b>Total:</b>           | \$ 60,965.00 |

~~60,965.00~~ Negotiated To \$57,500



30 Essex Street  
Albany, NY 12206  
Ph : (518)482-3400

**Change Request**

To: Robert Wagner  
Turner Construction Company  
1 Computer Drive South  
Albany, NY 12205

Number: COR 039  
Date: 6/2/25  
Job: 24-00048 AIA Concourse A Rehab

If you have any questions, please contact me at 518-482-3400.

Submitted by: Patrick Andrews  
AOW Construction, LLC

Cc: Alysia Sanichar (AOW Construction, LLC)

Approved by AOW CONSTRUCTION, LLC.:

Approved: Ab Burgazoli  
Date: 6/3/2025

Approved by ARCHITECT:

Approved: \_\_\_\_\_  
Date: \_\_\_\_\_

Approved by OWNER:

Approved: \_\_\_\_\_  
Date: \_\_\_\_\_

DS DS  
AE PR



24-0048 Albany Airport Concourse A Rehab  
 COR-039 - PCO-039a RFI-065 Spray on Fire Proofing - Phase 1

30 Essex Street  
 Albany, NY 12206  
 T 518-482-3400  
 F 518-482-3444

| <u>AOW Labor</u>              | Regular Hours | Regular Rate | Total              |
|-------------------------------|---------------|--------------|--------------------|
| AOW Labor (Superintendent)    |               | \$ 94.00     | \$ -               |
| AOW Labor (Project Manager)   |               | \$ 95.00     | \$ -               |
| AOW Labor (Carpenter Foreman) |               | \$ 90.00     | \$ -               |
| AOW Labor (Carpenter)         | 16            | \$ 88.00     | \$ 1,408.00        |
| AOW Labor (Laborer Foreman)   |               | \$ 90.00     | \$ -               |
| AOW Labor (Escort)            | 50            | \$ 87.00     | \$ 4,350.00        |
| <b>AOW Labor Total:</b>       |               |              | <b>\$ 5,758.00</b> |

| <u>AOW Material</u>                     | Quantity | Units | \$/Unit   | Cost/Item |                  |
|-----------------------------------------|----------|-------|-----------|-----------|------------------|
| REINFORCED F/R 20'x100' 6 MIL POLY      | 1        | Roll  | \$ 225.00 | \$ 225.00 | \$ 225.00        |
| Construction Seaming Tape - 2" x 55 yds | 2        | Roll  | \$ 22.00  | \$ 44.00  | \$ 44.00         |
|                                         |          |       | \$ -      | \$ -      | \$ -             |
|                                         |          |       | \$ -      | \$ -      | \$ -             |
| <b>AOW Material Total:</b>              |          |       |           |           | <b>\$ 269.00</b> |

| <u>AOW Tool Rentals</u>       | Quantity | Units | \$/Unit   | Cost/Item |                    |
|-------------------------------|----------|-------|-----------|-----------|--------------------|
| Scissor Lift 3219             | 2        | Weeks | \$ 235.00 | \$ 470.00 | \$ 470.00          |
| Scissor Lift 3232             | 2        | Weeks | \$ 452.00 | \$ 904.00 | \$ 904.00          |
| <b>AOW Tool Rental Total:</b> |          |       |           |           | <b>\$ 1,374.00</b> |

| <u>Subcontractors</u>                                        | Subcontractor       | 10% Mark-up        |                     |
|--------------------------------------------------------------|---------------------|--------------------|---------------------|
| West Winds Contracting, Inc. Base Work                       | \$ 37,136.37        | \$ 3,713.63        | \$ 40,850.00        |
| West Winds Contracting, Inc. Added D-Line Beam               | \$ 2,272.73         | \$ 227.27          | \$ 2,500.00         |
| West Winds Contracting, Inc. of 1st Floor @ Escalator        | \$ 2,909.09         | \$ 290.91          | \$ 3,200.00         |
| Applied Coatings LLC Patching of 1st Floor @ Columns E/2-3-4 | \$ 1,180.40         | \$ 118.04          | \$ 1,298.44         |
| Premium Investigations, LLC                                  | \$ 1,849.35         | \$ 184.94          | \$ 2,034.29         |
| <b>Subcontractor Total:</b>                                  | <b>\$ 45,347.94</b> | <b>\$ 4,534.79</b> | <b>\$ 49,882.73</b> |

|                                 |                            |                     |
|---------------------------------|----------------------------|---------------------|
| <b>Subtotal All Categories:</b> |                            | <b>\$ 57,283.73</b> |
| 15.0%                           | AOW OH&P on Self-Performed | \$ 1,110.15         |
| 5.0%                            | AOW OH&P on Sub costs      | \$ 2,267.40         |
|                                 | <b>Subtotal:</b>           | <b>\$ 60,661.28</b> |
| 0.5%                            | Bond                       | \$ 303.31           |
| <b>Grand Total:</b>             |                            | <b>\$ 60,964.58</b> |

|                                                                    |                                     |                    |
|--------------------------------------------------------------------|-------------------------------------|--------------------|
| P: 518-864-2039                                                    | <b>West Winds Contracting, Inc.</b> | Revision           |
| F:                                                                 | 9210 Mariaville Rd                  | Date: 3/30/2025    |
| <a href="mailto:L.Paro.westwinds@gmail">L.Paro.westwinds@gmail</a> | Pattersonville, NY 12137            | Prepared by - Luke |

Project Name: Albany Airport Concourse A Fire Proofing

Project ID#: West Winds Contracting, Inc. Base Work

Project Address: \_\_\_\_\_

Architect: n/a

Project Start Date: n/a

Project End Date: n/a

**Attention:**

Before commencing, all change order work shall be submitted to the Subcontractor, who will submit a Cost Proposal to the General Contractor for approval. Pending approval of the Cost Proposal by the General Contractor, change order work shall be performed after contract work hours or after completion of contract work. Upon completion, the change order work shall be invoiced on the Payment Application for that month of completion to be paid within 30 days of invoicing.

**Notes:** West Winds Contracting, Inc.

Project: Airport Concourse A

West Winds Contracting, Inc. will provide all labor, materials, and equipment to apply a fireproofing coating to interior beams and steel structure as required to achieve a 2-hour fire-resistance rating per code.

Scope Includes:

Application of fireproofing to all designated existing steel beams, based on measured linear footage and beam sizes.

Surface preparation of steel prior to fireproofing for proper adhesion.

Patching and fireproofing at new welding brackets for handrails to maintain fire protection.

Patching and fireproofing of existing steel on the first floor as directed by project management.

All necessary labor, materials, mobilization, and equipment to complete the above.

This work is required due to exposure and modification of existing steel during construction. All fireproofing will comply with current fire safety standards and achieve the required 2-hour rating.

**Steel Beam Rating- Albany Concourse- Rating Existing Steel**

|                                                           |    |           |
|-----------------------------------------------------------|----|-----------|
| Beam Fire Proofing Application - Mobilization & Equipment | \$ | 34,470.50 |
| Materials - Monocoat/Mesh                                 | \$ | 6,379.50  |
|                                                           |    | <hr/>     |
| Total                                                     | \$ | 40,850.00 |

|                                                                            |                                     |                    |
|----------------------------------------------------------------------------|-------------------------------------|--------------------|
| P: 518-864-2039                                                            | <b>West Winds Contracting, Inc.</b> | Revision           |
| F:                                                                         | 9210 Mariaville Rd                  | Date: 4/30/2025    |
| <a href="mailto:L.Paro.westwinds@gmail.com">L.Paro.westwinds@gmail.com</a> | Pattersonville, NY 12137            | Prepared by - Luke |

Project Name: Albany Airport Concourse A Fire Proofing  
 Project ID#: West Winds Contracting, Inc. Added D-Line Beam  
 Project Address: \_\_\_\_\_  
 Architect: n/a  
 Project Start Date: n/a  
 Project End Date: n/a

**Attention:**

Before commencing, all change order work shall be submitted to the Subcontractor, who will submit a Cost Proposal to the General Contractor for approval. Pending approval of the Cost Proposal by the General Contractor, change order work shall be performed after contract work hours or after completion of contract work. Upon completion, the change order work shall be invoiced on the Payment Application for that month of completion to be paid within 30 days of invoicing.

**Notes:** West Winds Contracting, Inc. will provide all necessary labor, materials, and equipment to apply a fireproofing coating to interior beams at the existing installed steel structure within Airport Concourse A. This fireproofing application is designed to achieve a 2-hour fire-resistance rating, as required by applicable building codes for exposed structural steel. Application of fireproofing material to all designated existing steel beams, based on measured linear footage and varying beam sizes.

Surface preparation of steel elements prior to fireproofing application, ensuring proper adhesion and performance of the fire-resistive material.

Patching and fireproofing of areas where new welding brackets for handrails have been added to existing steel, ensuring continuity of fire protection.

Fireproofing – Additional Beam Coating  
 Labor, materials, and equipment to apply 2-hour fire-rated coating to one side of an existing beam (approx. 21" wide x 44" deep x 130' long) at Airport Concourse  
 All labor and materials necessary to complete the above tasks, including mobilization and use of required equipment. This work is required due to the exposure and modification of existing structural steel elements during new construction activities. Once uncovered or altered, these steel components must be brought into compliance with current fire safety standards, specifically achieving the mandated 2-hour fire rating for occupant and structural protection.

**Steel Beam Rating- Albany Concourse- Rating Existing Steel 2**

|                                                           |    |          |
|-----------------------------------------------------------|----|----------|
| Beam Fire Proofing Application - Mobilization & Equipment | \$ | 2,000.00 |
| Materials - Monocoat/Mesh                                 | \$ | 500.00   |
|                                                           |    |          |
| Total                                                     | \$ | 2,500.00 |

|                                                                        |                                            |                    |
|------------------------------------------------------------------------|--------------------------------------------|--------------------|
| P: 518-864-2039                                                        | <b><u>West Winds Contracting, Inc.</u></b> | Revision           |
| F:                                                                     | <b>9210 Mariaville Rd</b>                  | Date: 4/30/2025    |
| <a href="mailto:L.Paro.westwinds@gmail.com">L.Paro.westwinds@gmail</a> | <b>Pattersonville, NY 12137</b>            | Prepared by - Luke |

Project Name: Albany Airport Concourse A Fire Proofing

Project ID#: West Winds Contracting, Inc. of 1st Floor @ Escalator

Project Address: \_\_\_\_\_

Architect: n/a

Project Start Date: n/a

Project End Date: n/a

**Attention:**

Before commencing, all change order work shall be submitted to the Subcontractor, who will submit a Cost Proposal to the General Contractor for approval. Pending approval of the Cost Proposal by the General Contractor, change order work shall be performed after contract work hours or after completion of contract work. Upon completion, the change order work shall be invoiced on the Payment Application for that month of completion to be paid within 30 days of invoicing.

**Notes:** West Winds Contracting, Inc. will provide all necessary labor, materials, and equipment to apply a fireproofing coating to interior beams at the existing installed steel structure within Airport Concourse A. This fireproofing application is designed to achieve a 2-hour fire-resistance rating, as required by applicable building codes for exposed structural steel. Application of fireproofing material to all designated existing steel beams, based on measured linear footage and varying beam sizes.

Surface preparation of steel elements prior to fireproofing application, ensuring proper adhesion and performance of the fire-resistive material.

Patching and fireproofing of areas where new welding brackets for handrails have been added to existing steel, ensuring continuity of fire protection.

Patching and fireproofing of existing steel on the first floor, as directed by project management, to address areas exposed or modified during construction.

All labor and materials necessary to complete the above tasks, including mobilization and use of required equipment.

This work is required due to the exposure and modification of existing structural steel elements during new construction activities. Once uncovered or altered, these steel components must be brought into compliance with current fire safety standards, specifically achieving the mandated 2-hour fire rating for occupant and structural protection.

**Steel Beam Rating- Albany Concourse- Rating Existing Steel**

|                                                           |    |          |
|-----------------------------------------------------------|----|----------|
| Beam Fire Proofing Application - Mobilization & Equipment | \$ | 2,700.00 |
| Materials - Monocoat/Mesh                                 | \$ | 500.00   |
|                                                           |    | _____    |
| Total                                                     | \$ | 3,200.00 |



**DAILY TIME & MATERIAL RECORD**

PCO-039a Rec'd T&M No. 6590125  
 DATE 2/21/25

122 South Street  
 West Winfield, NY 13491

Phone: (315) 855-0051

|                                                 |  |                                |                                   |
|-------------------------------------------------|--|--------------------------------|-----------------------------------|
| Project Owner's Name:<br><b>Albany Airport</b>  |  | Brief Description of Project:  |                                   |
| Project Address:<br><b>737 Albany-Shaker Rd</b> |  | Project City:<br><b>Albany</b> | Project Zip Code:<br><b>12211</b> |
| General Contractor:<br><b>ADW</b>               |  | General Contractor Address:    | City: Zip Code:                   |

**A. MATERIALS**

**B. LABOR**

| QTY. | DESCRIPTION OF MATERIALS | UNIT  | AMOUNT |
|------|--------------------------|-------|--------|
| 10   | Blaze Shield II          | 75.00 | 750.00 |

| WORKER | HOURS | RATE  | AMOUNT |
|--------|-------|-------|--------|
| Nick   | 2     | 85.05 | 170.10 |
| Shawn  | 2     | 85.05 | 170.10 |

|                           |               |                           |               |
|---------------------------|---------------|---------------------------|---------------|
| <b>TOTAL MATERIALS \$</b> | <b>750.00</b> | <b>TOTAL LABOR \$</b>     | <b>340.20</b> |
|                           |               | <b>TOTAL MATERIALS \$</b> | <b>250.00</b> |
|                           |               | <b>OH&amp;P% 10</b>       | <b>59.02</b>  |
|                           |               | <b>TOTAL \$</b>           | <b>649.22</b> |

**DESCRIPTION OF WORK PERFORMED**

Fireproofing at concourse area  
 of new steel and patching  
 old fireproofing

Customer/Contractor/Contractor's Agent

Date

x

*Michael Washburn*  
 Applied Coatings Representative

Date

3/6/25



**Primum Investigations, LLC**

Customers Listed: To  
Billing Date: 05/19/25

Cut-Off Date: 05/19/25



Invoice Aging - Days after Past Due

Date Range: All Dates

05/19/25

2:09:08 PM

Page 1 of 1

| Customer # | Customer Name        | Status | Date Ref | PO # | Job #              | Invoice # |
|------------|----------------------|--------|----------|------|--------------------|-----------|
| 1033       | AOW Construction LLC |        |          |      |                    |           |
|            |                      | Inv    | 11/22/24 |      | 1033 AOW Construct | 337745    |
|            |                      | Inv    | 02/21/25 |      | 1033 AOW Construct | 337906    |
|            |                      | Inv    | 02/27/25 |      | 1033 AOW Construct | 337909    |
|            |                      | Inv    | 02/28/25 |      | 1033 AOW Construct | 337918    |
|            |                      | Inv    | 03/28/25 |      | 1033 AOW Construct | 337974    |
|            |                      | Inv    | 04/04/25 |      | 1033 AOW Construct | 337988    |
|            |                      | Inv    | 04/11/25 |      | 1033 AOW Construct | 338002    |

Company Totals

:- Indicates an Invoice in Collection PD - Indicates Paid Invoice PR - Indicates Partially Paid Invoice



Premium Investigations, LLC  
 1988 Central Ave  
 Albany, NY 12205

|             |          |
|-------------|----------|
| INVOICE NO. | 337974   |
| DATE        | 03/28/25 |

**CUSTOMER**

AOW Construction LLC  
 30 Essex St  
 Albany, NY 12206

**SERVICE LOCATION**

AOW Construction LLC  
 737 Albany Shaker Rd  
 Albany, NY 12211

| <b>TERMS:</b><br>Net 30 Days                                   | <b>CUSTOMER NO.</b><br>1033 | <b>P.O. NO.</b><br>24-00048 |                  |          |
|----------------------------------------------------------------|-----------------------------|-----------------------------|------------------|----------|
| Description                                                    | Quantity                    | Unit of Measure             | Price            | Amount   |
| Week of 3/22/25 - 3/25/25<br>Security Officer                  | 8.00                        | Hours                       | 39.99            | 319.92   |
| Past due invoice information is reported to Dun and Bradstreet |                             |                             | <b>Sub-Total</b> | 319.92   |
|                                                                |                             |                             | <b>Sales Tax</b> |          |
|                                                                |                             |                             | <b>TOTAL</b>     | \$319.92 |

▼ TO ENSURE PROPER CREDIT, PLEASE DETACH AND MAIL BOTTOM PORTION WITH YOUR PAYMENT ▼

**ATTENTION:**  
  
 AOW Construction LLC  
 30 Essex St  
 Albany, NY 12206

|                 |          |
|-----------------|----------|
| Customer No.    | 1033     |
| Job No.         | 1033     |
| Invoice No.     | 337974   |
| Invoice Date    | 03/28/25 |
| Amount Due      | \$319.92 |
| Amount Remitted |          |

**PLEASE SEND REMITTANCE TO**

Premium Investigations, LLC  
 1988 Central Ave  
 Albany, NY 12205



Premium Investigations, LLC  
 1988 Central Ave  
 Albany, NY 12205

|             |          |
|-------------|----------|
| INVOICE NO. | 337988   |
| DATE        | 04/04/25 |

**CUSTOMER**

**SERVICE LOCATION**

AOW Construction LLC  
 30 Essex St  
 Albany, NY 12206

AOW Construction LLC  
 737 Albany Shaker Rd  
 Albany, NY 12211

| <b>TERMS:</b><br>Net 30 Days                                   | <b>CUSTOMER NO.</b><br>1033 |                 | <b>P.O. NO.</b><br>24-00048 |            |
|----------------------------------------------------------------|-----------------------------|-----------------|-----------------------------|------------|
| Description                                                    | Quantity                    | Unit of Measure | Price                       | Amount     |
| Week of 3/29/25 - 4/4/25<br>Security Officer                   | 27.00                       | Hours           | 39.99                       | 1,079.73   |
| Past due invoice information is reported to Dun and Bradstreet |                             |                 | <b>Sub-Total</b>            | 1,079.73   |
|                                                                |                             |                 | <b>Sales Tax</b>            |            |
|                                                                |                             |                 | <b>TOTAL</b>                | \$1,079.73 |

▼ TO ENSURE PROPER CREDIT, PLEASE DETACH AND MAIL BOTTOM PORTION WITH YOUR PAYMENT ▼

**ATTENTION:**  
  
 AOW Construction LLC  
 30 Essex St  
 Albany, NY 12206

|                 |            |
|-----------------|------------|
| Customer No.    | 1033       |
| Job No.         | 1033       |
| Invoice No.     | 337988     |
| Invoice Date    | 04/04/25   |
| Amount Due      | \$1,079.73 |
| Amount Remitted |            |

**PLEASE SEND REMITTANCE TO**

Premium Investigations, LLC  
 1988 Central Ave  
 Albany, NY 12205



Premium Investigations, LLC  
 1988 Central Ave  
 Albany, NY 12205

|             |          |
|-------------|----------|
| INVOICE NO. | 338002   |
| DATE        | 04/11/25 |

**CUSTOMER**

AOW Construction LLC  
 30 Essex St  
 Albany, NY 12206

**SERVICE LOCATION**

AOW Construction LLC  
 737 Albany Shaker Rd  
 Albany, NY 12211

| <b>TERMS:</b><br>Net 30 Days                                   | <b>CUSTOMER NO.</b><br>1033 | <b>P.O. NO.</b><br>24-00048 |       |          |
|----------------------------------------------------------------|-----------------------------|-----------------------------|-------|----------|
| Description                                                    | Quantity                    | Unit of Measure             | Price | Amount   |
| Week of 4/5/25 - 4/11/25<br>Security Officer                   | 15.87                       | Hours                       | 39.99 | 634.64   |
| Past due invoice information is reported to Dun and Bradstreet |                             | <b>Sub-Total</b>            |       | 634.64   |
|                                                                |                             | <b>Sales Tax</b>            |       |          |
|                                                                |                             | <b>TOTAL</b>                |       | \$634.64 |

▼ TO ENSURE PROPER CREDIT, PLEASE DETACH AND MAIL BOTTOM PORTION WITH YOUR PAYMENT ▼

**ATTENTION:**  
  
 AOW Construction LLC  
 30 Essex St  
 Albany, NY 12206

|                 |          |
|-----------------|----------|
| Customer No.    | 1033     |
| Job No.         | 1033     |
| Invoice No.     | 338002   |
| Invoice Date    | 04/11/25 |
| Amount Due      | \$634.64 |
| Amount Remitted |          |

**PLEASE SEND REMITTANCE TO**

Premium Investigations, LLC  
 1988 Central Ave  
 Albany, NY 12205

# Turner

**Turner Construction Company**  
1 Computer Drive South  
Albany, New York 12205

December 23, 2024

Mr. Patrick Andrews  
AOW Construction  
Project Manager  
30 Essex Street  
Albany, NY 12206

RE: Albany County Airport Authority  
PCO-039a RFI-065 Spray on Fireproofing - Phase 1

Dear Mr. Andrews,

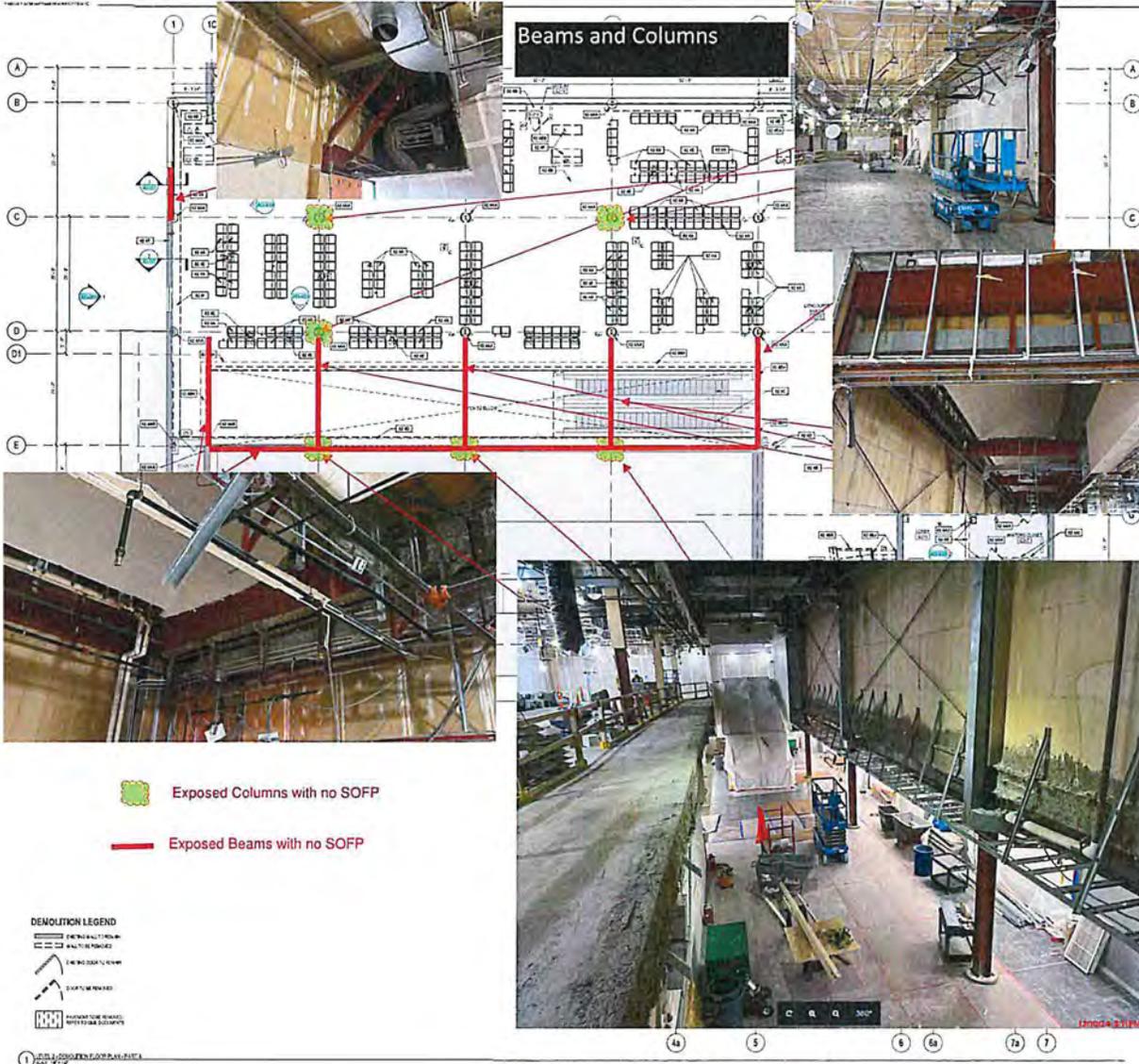
Please provide pricing for 2-hour spray on fireproofing of the existing steel located in Phase 1. Please refer to RFIU-065 and the attached document indicating the location of columns, beams and bracing requiring protection. Columns where the gypsum was removed for layout shall be sprayed at the contractors' expense. Please provide pricing by December 30<sup>th</sup>

Please feel free to contact me if you have any questions regarding this request.

Sincerely,

*Brian McNeil*

Brian McNeil  
Project Engineer  
Turner Construction Company



**DEMOLITION NOTES**

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL JURISDICTIONS AT THE COMMENCEMENT OF DEMOLITION WORK. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL JURISDICTIONS AT THE COMMENCEMENT OF DEMOLITION WORK.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL JURISDICTIONS AT THE COMMENCEMENT OF DEMOLITION WORK.
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19. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL JURISDICTIONS AT THE COMMENCEMENT OF DEMOLITION WORK.
20. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL JURISDICTIONS AT THE COMMENCEMENT OF DEMOLITION WORK.

**KEYNOTE TEXT**

|      |                                                         |
|------|---------------------------------------------------------|
| 1001 | REMOVE ALL EXISTING INTERIOR WALLS AND PARTITIONS.      |
| 1002 | REMOVE ALL EXISTING INTERIOR CEILING.                   |
| 1003 | REMOVE ALL EXISTING INTERIOR FLOORING.                  |
| 1004 | REMOVE ALL EXISTING INTERIOR DOORS AND WINDOWS.         |
| 1005 | REMOVE ALL EXISTING INTERIOR STAIRS AND ELEVATORS.      |
| 1006 | REMOVE ALL EXISTING INTERIOR MECHANICAL AND ELECTRICAL. |
| 1007 | REMOVE ALL EXISTING INTERIOR PIPING AND DUCTWORK.       |
| 1008 | REMOVE ALL EXISTING INTERIOR PARTITIONS AND WALLS.      |
| 1009 | REMOVE ALL EXISTING INTERIOR CEILING.                   |
| 1010 | REMOVE ALL EXISTING INTERIOR FLOORING.                  |
| 1011 | REMOVE ALL EXISTING INTERIOR DOORS AND WINDOWS.         |
| 1012 | REMOVE ALL EXISTING INTERIOR STAIRS AND ELEVATORS.      |
| 1013 | REMOVE ALL EXISTING INTERIOR MECHANICAL AND ELECTRICAL. |
| 1014 | REMOVE ALL EXISTING INTERIOR PIPING AND DUCTWORK.       |
| 1015 | REMOVE ALL EXISTING INTERIOR PARTITIONS AND WALLS.      |
| 1016 | REMOVE ALL EXISTING INTERIOR CEILING.                   |
| 1017 | REMOVE ALL EXISTING INTERIOR FLOORING.                  |
| 1018 | REMOVE ALL EXISTING INTERIOR DOORS AND WINDOWS.         |
| 1019 | REMOVE ALL EXISTING INTERIOR STAIRS AND ELEVATORS.      |
| 1020 | REMOVE ALL EXISTING INTERIOR MECHANICAL AND ELECTRICAL. |
| 1021 | REMOVE ALL EXISTING INTERIOR PIPING AND DUCTWORK.       |
| 1022 | REMOVE ALL EXISTING INTERIOR PARTITIONS AND WALLS.      |
| 1023 | REMOVE ALL EXISTING INTERIOR CEILING.                   |
| 1024 | REMOVE ALL EXISTING INTERIOR FLOORING.                  |
| 1025 | REMOVE ALL EXISTING INTERIOR DOORS AND WINDOWS.         |
| 1026 | REMOVE ALL EXISTING INTERIOR STAIRS AND ELEVATORS.      |
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| 1033 | REMOVE ALL EXISTING INTERIOR STAIRS AND ELEVATORS.      |
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| 1036 | REMOVE ALL EXISTING INTERIOR PARTITIONS AND WALLS.      |
| 1037 | REMOVE ALL EXISTING INTERIOR CEILING.                   |
| 1038 | REMOVE ALL EXISTING INTERIOR FLOORING.                  |
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| 1042 | REMOVE ALL EXISTING INTERIOR PIPING AND DUCTWORK.       |
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| 1049 | REMOVE ALL EXISTING INTERIOR PIPING AND DUCTWORK.       |
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| 1053 | REMOVE ALL EXISTING INTERIOR DOORS AND WINDOWS.         |
| 1054 | REMOVE ALL EXISTING INTERIOR STAIRS AND ELEVATORS.      |
| 1055 | REMOVE ALL EXISTING INTERIOR MECHANICAL AND ELECTRICAL. |
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| 1097 | REMOVE ALL EXISTING INTERIOR MECHANICAL AND ELECTRICAL. |
| 1098 | REMOVE ALL EXISTING INTERIOR PIPING AND DUCTWORK.       |
| 1099 | REMOVE ALL EXISTING INTERIOR PARTITIONS AND WALLS.      |
| 1100 | REMOVE ALL EXISTING INTERIOR CEILING.                   |

Project No: PCO-039a  
**Concourse A Rehabilitation**  
 ALBANY INTERNATIONAL AIRPORT  
 Client: Albany County Airport Authority  
 137 Albany Street  
 Albany, NY 12214  
 L 518.242.2222  
**fm Fenwick McCrede Architecture**  
 Team:  
 Architect: Fenwick McCrede Architecture  
 30 Fremont Street  
 Boston, MA 02112  
 L 617.550.7500  
 Structural/MEP/Plumbing: Struck & McPhee Planners  
 162 Grand Avenue, 12th Floor  
 49 Court Street, Suite 240  
 Southbury, CT 06488  
 L 860.373.6421  
 Code Consultant: Code & Compliance, LLC  
 154 Temple Road, Suite 200  
 Southbury, CT 06488  
 L 860.360.7633  
 Cost Estimating: Time Construction Group  
 32 Beachway, Suite 301  
 New York, NY 10008  
 L 212.871.0536

100% CONSTRUCTION DOCUMENTS  
 ISSUED FOR CONSTRUCTION  
 08.12.2024

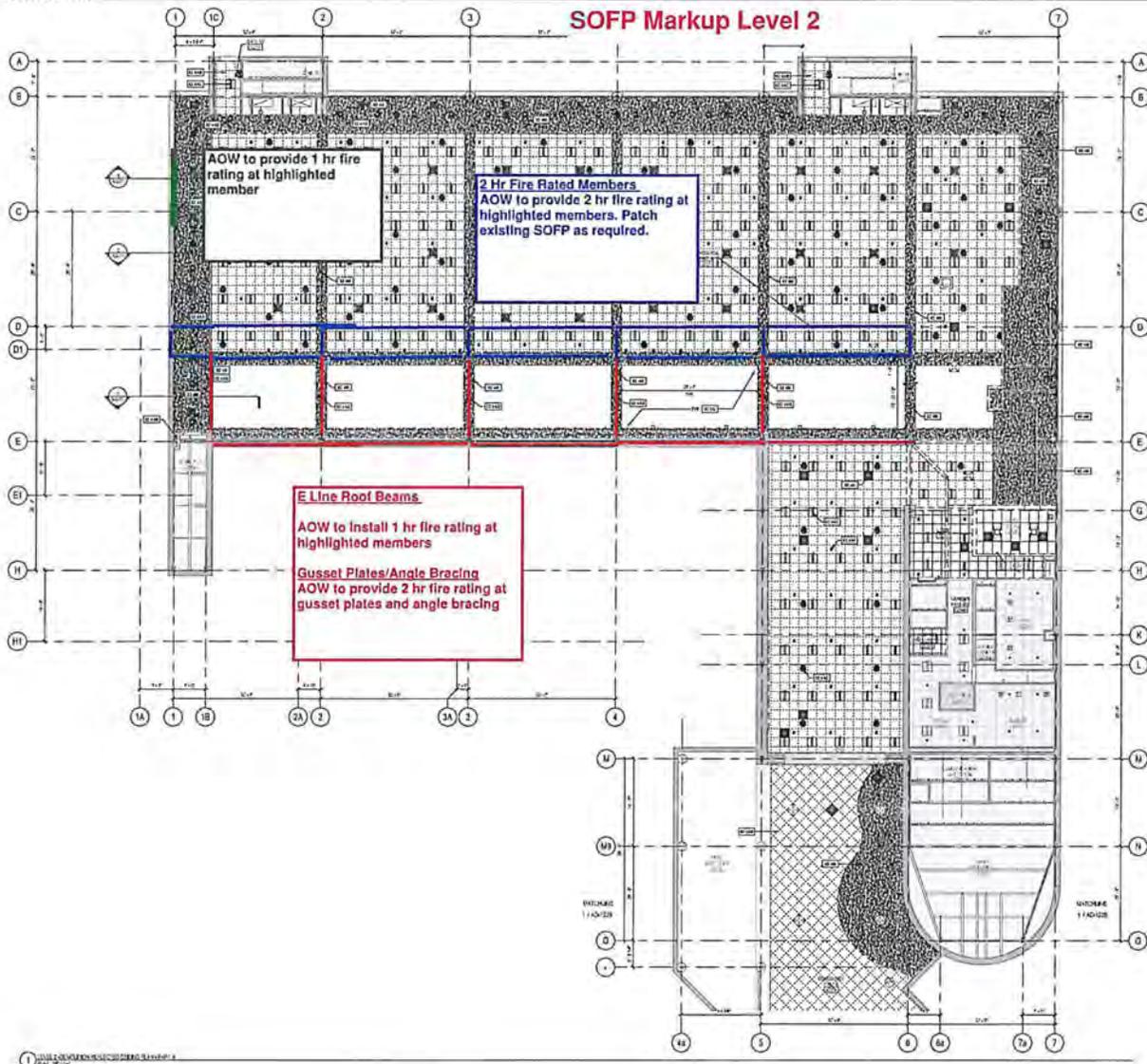


Date: 12/17/24

Job No.: 1024  
 Drawn By: FM  
 Checked By: SP  
 Date: 08/27/24  
 Scale: As Shown  
 Drawing Title: LEVEL 2 DEMOLITION FLOOR PLAN - PART A  
 Drawing No.: AD-102A







- DEMOLITION NOTES**
1. ALL EXISTING STRUCTURAL MEMBERS TO BE DEMOLISHED SHALL BE IDENTIFIED BY A HATCH PATTERN AND A DEMOLITION SYMBOL.
  2. ALL EXISTING STRUCTURAL MEMBERS TO BE DEMOLISHED SHALL BE IDENTIFIED BY A HATCH PATTERN AND A DEMOLITION SYMBOL.
  3. ALL EXISTING STRUCTURAL MEMBERS TO BE DEMOLISHED SHALL BE IDENTIFIED BY A HATCH PATTERN AND A DEMOLITION SYMBOL.
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| KEY | REVISION TEXT           |
|-----|-------------------------|
| 001 | ISSUED FOR CONSTRUCTION |
| 002 | REVISED PER COMMENTS    |
| 003 | REVISED PER COMMENTS    |
| 004 | REVISED PER COMMENTS    |
| 005 | REVISED PER COMMENTS    |
| 006 | REVISED PER COMMENTS    |
| 007 | REVISED PER COMMENTS    |
| 008 | REVISED PER COMMENTS    |
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| 017 | REVISED PER COMMENTS    |
| 018 | REVISED PER COMMENTS    |
| 019 | REVISED PER COMMENTS    |
| 020 | REVISED PER COMMENTS    |

Project: PCO-039a Rec'd TCCo 06.03.25  
**Concourse A Rehabilitation**  
 ALBANY INTERNATIONAL AIRPORT

Albany County Airport Authority  
 227 Albany Street East  
 Albany, NY 12211  
 518.487.2722

**fn** F. N. Y. & L. ARCHITECTS  
 ARCHITECTS

Team:  
 Architect: F. N. Y. & L. ARCHITECTS  
 65 Franklin Street  
 Albany, NY 12218  
 518.487.2722

Structural MEP/PFA/ME: M&E Engineering, Inc.  
 49 Court Street, Suite 240  
 Albany, NY 12202  
 518.487.1347

Code Consultant: Code Consultants, LLC  
 154 Empire Plaza, Suite 200  
 Southtown, NY 12205  
 518.487.0533

Cost Estimating: Third Generation Consulting  
 33 Broadway, Suite 501  
 New York, NY 10013  
 212.671.0518

100% CONSTRUCTION DOCUMENTS  
 ISSUED FOR CONSTRUCTION  
 08.12.2024

Key Plan:

Stamp:

Scale: 1/8" = 1'-0"

Drawing Title: **LEVEL 2 - DEMOLITION RCP - PART A**

Drawing No.: **AD-122A**



TCCo New York North  
 1 Computer Drive South  
 Albany, New York 12205  
 P: (518) 432-0277  
 F: (518) 432-0279

Project: 230609 Albany Airport: Terminal A  
 Expansion  
 737 Albany Shaker Rd.  
 Albany, New York 12211

## RFI #065: Existing Steel Fire Rating

|                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                        |                                                                                                |
|------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------|------------------------------------------------------------------------------------------------|
| <b>Status</b>          | Closed on 12/16/24                                                                                                                                                                                                                                                                                                                                                                                                                                         |                        |                                                                                                |
| <b>To</b>              | Melissa Vaillancourt, AIA (Fennick McCredie Architecture)<br>Ozlem Kizilkaya (Fennick McCredie Architecture)<br>Joe Sirkovich (Fennick McCredie Architecture)                                                                                                                                                                                                                                                                                              | <b>From</b>            | Brian McNeil (Turner Construction Company)<br>1 Computer Drive South<br>Albany, New York 12203 |
| <b>Date Initiated</b>  | Dec 14, 2024                                                                                                                                                                                                                                                                                                                                                                                                                                               | <b>Due Date</b>        | Jan 3, 2025                                                                                    |
| <b>Location</b>        | Phase 1: Gates A1 + A2>Level 2                                                                                                                                                                                                                                                                                                                                                                                                                             | <b>Project Stage</b>   | Course of Construction                                                                         |
| <b>Cost Impact</b>     |                                                                                                                                                                                                                                                                                                                                                                                                                                                            | <b>Schedule Impact</b> |                                                                                                |
| <b>Spec Section</b>    |                                                                                                                                                                                                                                                                                                                                                                                                                                                            | <b>Cost Code</b>       |                                                                                                |
| <b>Drawing Number</b>  |                                                                                                                                                                                                                                                                                                                                                                                                                                                            | <b>Reference</b>       |                                                                                                |
| <b>Linked Drawings</b> |                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                        |                                                                                                |
| <b>Received From</b>   | Zack Geddies (Albany County Building Department)                                                                                                                                                                                                                                                                                                                                                                                                           |                        |                                                                                                |
| <b>Copies To</b>       | Patrick Andrews (AOW Construction), Bruce Boice (AOW Construction), Turner Bradford, PE (McFarland-Johnson Inc), Al Burgazoli (AOW Construction), Ozlem Kizilkaya (Fennick McCredie Architecture), Natram Lackraj (Turner Construction Company), John LaClair, PE (Albany County Airport Authority), Joe Sirkovich (Fennick McCredie Architecture), Melissa Vaillancourt, AIA (Fennick McCredie Architecture), Robert Wagner (Turner Construction Company) |                        |                                                                                                |

### Activity

**Question**

*Question from Brian McNeil Turner Construction Company on Saturday, Dec 14, 2024 at 12:42 PM EST*

Attached photos show primary structural steel that needs to be provided with 2hr fire rating. Please provide a detail showing a UL 2hr fire rated assembly for this steel. BC602.2

**Attachments**  
 IMG\_4418.jpg, IMG\_4419.jpg

**Official Response**

*Response from Joe Sirkovich Fennick McCredie Architecture on Monday, Dec 16, 2024 at 10:29 AM EST*

The existing 1979 drawings indicate spray fireproofing (2 hour fire resistant rating)) for the floor construction and secondary members. The drawings also indicate a 1 hour fire resistant construction for the roof construction and secondary members. This is consistent with type IB construction.

The unprotected beams in the photo, which are considered part of the roof/skylight framing, were previously faced with 1/2" GWB which provided a 1 hour fire rating. Since the beams in the photos are still considered roof construction and secondary members, they require a minimum of 1 hour fire resistant rating. A 2 hour spray fire resistance application for these beams, as recommended by the BI, is also reasonable.

- Our recommendation is to provide a 2 hour spray fire resistance on the beams in the photo, to the thickness required by the manufacturer and per Spec. section 07 8100 APPLIED FIREPROOFING.

Joe Sirkovich

## RFI #065 - Existing Steel Fire Rating

## All Replies

Response from Joe Sirkovich Fennick McCredie Architecture on Monday, Dec 16, 2024 at 10:29 AM EST

The existing 1979 drawings indicate spray fireproofing (2 hour fire resistant rating)) for the floor construction and secondary members. The drawings also indicate a 1 hour fire resistant construction for the roof construction and secondary members. This is consistent with type IB construction.

The unprotected beams in the photo, which are considered part of the roof/skylight framing, were previously faced with 1/2" GWB which provided a 1 hour fire rating. Since the beams in the photos are still considered roof construction and secondary members, they require a minimum of 1 hour fire resistant rating. A 2 hour spray fire resistance application for these beams, as recommended by the BI, is also reasonable.

- Our recommendation is to provide a 2 hour spray fire resistance on the beams in the photo, to the thickness required by the manufacturer and per Spec. section 07 8100 APPLIED FIREPROOFING.

Joe Sirkovich

**PCO-042b**



30 Essex Street  
Albany, NY 12206  
Ph : (518)482-3400

**Change Request**

To: Robert Wagner  
Turner Construction Company  
1 Computer Drive South  
Albany, NY 12205

Number: COR 042B  
Date: 6/13/25  
Job: 24-00048 AIA Concourse A Rehab

Reason: Owner Request

We are pleased to offer the following specifications and pricing to make the following changes:

**Detailed Description**  
COR 42b / PCO 42b - Labor cost to Install 24" x 24" wire mesh tegular tile in lieu of 24" x 24" wire mesh lay in tile.

| Pricing Summary |                  |               |                     |
|-----------------|------------------|---------------|---------------------|
|                 | AOW Labor        |               | \$ 16,192.00        |
|                 |                  | Subtotal:     | \$ 16,192.00        |
|                 | Bond             | 0.50%         | \$ 93.00            |
|                 | OH&P on AOW Work | 15.00%        | \$ 2,429.00         |
|                 |                  | <b>Total:</b> | <b>\$ 18,714.00</b> |

If you have any questions, please contact me at 518-482-3400.

Submitted by: Patrick Andrews  
AOW Construction, LLC

Cc: Alysia Sanichar (AOW Construction, LLC)

Approved by AOW CONSTRUCTION, LLC.:

Approved: Al Burgazoli  
Date: 6/13/2025

Approved by ARCHITECT:

Approved: \_\_\_\_\_  
Date: \_\_\_\_\_

Approved by OWNER:

Approved: \_\_\_\_\_  
Date: \_\_\_\_\_

DS DS  
RE PR



**24-0048 Albany Airport Concourse A Rehab**  
**COR 42b, PCO 42 - Tegular Mesh Tile in Lieu of Lay In (Labor Only)**

30 Essex Street  
 Albany, NY 12206  
 T 518-482-3400  
 F 518-482-3444

| <u>AOW Labor</u>              | Regular Hours | Regular Rate | Total               |
|-------------------------------|---------------|--------------|---------------------|
| AOW Labor (Superintendent)    |               | \$ 94.00     | \$ -                |
| AOW Labor (Project Manager)   |               | \$ 95.00     | \$ -                |
| AOW Labor (Carpenter Foreman) |               | \$ 90.00     | \$ -                |
| AOW Labor (Carpenter)         | 184           | \$ 88.00     | \$ 16,192.00        |
| AOW Labor (Laborer Foreman)   |               | \$ 90.00     | \$ -                |
| AOW Labor (Laborer)           |               | \$ 87.00     | \$ -                |
| <b>AOW Labor Total:</b>       |               |              | <b>\$ 16,192.00</b> |

| <u>AOW Material</u>        | Quantity | Units | \$/Unit  | Cost/Item |             |
|----------------------------|----------|-------|----------|-----------|-------------|
|                            |          |       | \$ 15.27 | \$ -      | \$ -        |
|                            |          |       | \$ 22.27 | \$ -      | \$ -        |
|                            |          |       | \$ 14.50 | \$ -      | \$ -        |
| <b>AOW Material Total:</b> |          |       |          |           | <b>\$ -</b> |

| <u>AOW Tool Rentals</u>       | Quantity | Units | \$/Unit | Cost/Item |             |
|-------------------------------|----------|-------|---------|-----------|-------------|
|                               |          |       |         | \$ -      | \$ -        |
|                               |          |       |         | \$ -      | \$ -        |
| <b>AOW Tool Rental Total:</b> |          |       |         |           | <b>\$ -</b> |

**AOW Subtotal: \$ 16,192.00**

| <u>Subcontractors</u>       | Subcontractor Costs | 10% Mark-up |             |
|-----------------------------|---------------------|-------------|-------------|
|                             | \$ -                | \$ -        | \$ -        |
|                             | \$ -                | \$ -        | \$ -        |
|                             | \$ -                | \$ -        | \$ -        |
|                             | \$ -                | \$ -        | \$ -        |
| <b>Subcontractor Total:</b> | <b>\$ -</b>         | <b>\$ -</b> | <b>\$ -</b> |

**Subtotal All Categories: \$ 16,192.00**

|       |                            |                     |
|-------|----------------------------|---------------------|
| 15.0% | AOW OH&P on Self-Performed | \$ 2,428.80         |
| 5.0%  | AOW OH&P on Sub costs      | \$ -                |
|       | <b>Subtotal:</b>           | <b>\$ 18,620.80</b> |

0.5% Bond \$ 93.10

**Grand Total: \$ 18,713.90**



Building: \_\_\_\_\_

Architects: \_\_\_\_\_

Estimate Number: \_\_\_\_\_

Estimator: \_\_\_\_\_

Date: \_\_\_\_\_

CCR 42/PC042 - Base Bid and Alternate 3 area

| Description of Work                                           | Total Estimated Quantity | Unit Price M <sup>2</sup> | Total Estimated Material Cost | Unit Price Labor   | Total Estimated Labor Cost |
|---------------------------------------------------------------|--------------------------|---------------------------|-------------------------------|--------------------|----------------------------|
| Labor to cut and Install Tegular Tile in lieu of lay in tile. |                          |                           |                               |                    |                            |
| Lay in Tile - cut w/ Nibblers                                 | 725 <sup>sq</sup>        | -                         | -                             | <7 <sup>20</sup> > | <5 220>                    |
| Tegular Tile - cut w/ Grinder                                 | 725 <sup>sq</sup>        | -                         | -                             | 28 <sup>sq</sup>   | 20 880 -                   |
| Tape off Tile                                                 | 1,450                    | .01                       | 14 <sup>sq</sup>              | .35                | 507 <sup>sq</sup>          |
|                                                               |                          |                           | 14 <sup>sq</sup>              |                    | 16 167 <sup>sq</sup>       |
|                                                               |                          |                           |                               |                    | 14 <sup>sq</sup>           |
|                                                               |                          |                           |                               |                    | 16 182                     |

**PCO-048**



*Change Request*

To: Robert Wagner  
Turner Construction Company  
1 Computer Drive South  
Albany, NY 12205

Number: COR 048  
Date: 6/11/25  
Job: 24-00048 AIA Concourse A Rehab

Reason: Owner Request  
Source: Proposal Request # 048

We are pleased to offer the following specifications and pricing to make the following changes:

**Detailed Description**  
COR-048 - PCO-048 - This PCO addresses coordination and installation updates to the millwork scope as outlined in ASI-019/020. The changes include providing the mill work vendor with detailed dimensions and survey information for window mullions to align the joint layout in the radiator enclosures. The millwork panels will now be installed coordinated with the mullion layout and removable panels to be attached post-installation. This change also accommodates integration of electrical components, including millwork lighting, power, and data to be post installed within a removable panel. AOW will facilitate the install behind the removable panels and re-affix them once installations are completed.

\*\* product provided in COR was sent from architect 5-30-25 \*\*  
<https://shop.byrne.com/axil-iq-2-0-in-surface-2-power-1-usb-a-c-gloss-white-60>

**Pricing Summary**

|  |                         |                     |
|--|-------------------------|---------------------|
|  | AOW Labor               | \$ 3,348.00         |
|  | DLC Electric            | \$ 9,041.00         |
|  | <b>Subtotal:</b>        | <b>\$ 12,389.00</b> |
|  | Bond 0.50%              | \$ 67.00            |
|  | OH&P on AOW Work 15.00% | \$ 502.00           |
|  | OH&P on Sub Work 5.00%  | \$ 411.00           |
|  | <b>Total:</b>           | <b>\$ 13,369.00</b> |



PCO-048 Rec'd TCCo 06.12.25

30 Essex Street  
Albany, NY 12206  
Ph : (518)482-3400

*Change Request*

To: Robert Wagner  
Turner Construction Company  
1 Computer Drive South  
Albany, NY 12205

Number: COR 048  
Date: 6/11/25  
Job: 24-00048 AIA Concourse A Rehab

If you have any questions, please contact me at 518-482-3400.

Submitted by: Patrick Andrews  
AOW Construction, LLC

Cc: Alysia Sanichar (AOW Construction, LLC)

Approved by AOW CONSTRUCTION, LLC.:

Approved: Al Burgazoli  
Date: 6/12/2025

Approved by ARCHITECT:

Approved: \_\_\_\_\_  
Date: \_\_\_\_\_

Approved by OWNER:

Approved: \_\_\_\_\_  
Date: \_\_\_\_\_

<sup>-DS</sup>  
AZ <sup>-DS</sup>  
PA



24-0048 Albany Airport Concourse A Rehab  
 COR-048 - PCO-048 ASI-020 Millwork Update

**PCO-048 Rec'd TCCo 06.12.25**

30 Essex Street  
 Albany, NY 12206  
 T 518-482-3400  
 F 518-482-3444

| <u>AOW Labor</u>              | Regular Hours | Regular Rate | Total              |
|-------------------------------|---------------|--------------|--------------------|
| AOW Labor (Superintendent)    |               | \$ 94.00     | \$ -               |
| AOW Labor (Project Manager)   |               | \$ 95.00     | \$ -               |
| AOW Labor (Carpenter Foreman) | 4             | \$ 90.00     | \$ 360.00          |
| AOW Labor (Carpenter)         | 30            | \$ 88.00     | \$ 2,640.00        |
| AOW Labor (Laborer Foreman)   |               | \$ 90.00     | \$ -               |
| AOW Labor (Laborer)           | 4             | \$ 87.00     | \$ 348.00          |
| <b>AOW Labor Total:</b>       |               |              | <b>\$ 3,348.00</b> |

| <u>AOW Material</u>        | Quantity | Units | \$/Unit | Cost/Item   |
|----------------------------|----------|-------|---------|-------------|
|                            |          |       | \$ -    | \$ -        |
|                            |          |       | \$ -    | \$ -        |
|                            |          |       | \$ -    | \$ -        |
| <b>AOW Material Total:</b> |          |       |         | <b>\$ -</b> |

| <u>AOW Tool Rentals</u>       | Quantity | Units | \$/Unit | Cost/Item   |
|-------------------------------|----------|-------|---------|-------------|
|                               |          |       | \$ -    | \$ -        |
|                               |          |       | \$ -    | \$ -        |
| <b>AOW Tool Rental Total:</b> |          |       |         | <b>\$ -</b> |

**AOW Subtotal: \$ 3,348.00**

| <u>Subcontractors</u>       | Subcontractor | Costs              | 10% Mark-up      | Total              |
|-----------------------------|---------------|--------------------|------------------|--------------------|
| DLC Electric                |               | \$8,219            | \$ 821.91        | \$9,041            |
|                             |               | \$ -               | \$ -             | \$ -               |
|                             |               | \$ -               | \$ -             | \$ -               |
|                             |               | \$ -               | \$ -             | \$ -               |
| <b>Subcontractor Total:</b> |               | <b>\$ 8,219.09</b> | <b>\$ 821.91</b> | <b>\$ 9,041.00</b> |

**Subtotal All Categories: \$ 12,389.00**

|                  |                            |                     |
|------------------|----------------------------|---------------------|
| 15.0%            | AOW OH&P on Self-Performed | \$ 502.20           |
| 5.0%             | AOW OH&P on Sub costs      | \$ 410.95           |
| <b>Subtotal:</b> |                            | <b>\$ 13,302.15</b> |

0.5% Bond \$ 66.51

**Grand Total: \$ 13,368.67**



Building ACRA CONCOURSE - A

Architects: FIND

Estimate Number: 24-00018 - PCO-048

Estimator: P. ANDREWS

Date: 5/1/2025

PCO-048 - ASI-020 MILLWORK

| Description of Work                                                                       | Total Estimated Quantity     | Unit Price M'l. | Total Estimated Material Cost | Unit Price Labor | Total Estimated Labor Cost |
|-------------------------------------------------------------------------------------------|------------------------------|-----------------|-------------------------------|------------------|----------------------------|
| • PROVIDE COORDINATED DIMENSIONS OF WINDOW MULLIONS TO ALIGN W/MILLWORK PANELS            | 4 <sup>HR</sup> FOREMAN /    |                 | -                             | 90               | 360 -                      |
|                                                                                           | 4 <sup>HR</sup> LABORER /    |                 | -                             | 87               | 348 -                      |
| • POST INSTALL OF REMOVABLE PANELS W/ ALIGNMENT OF JOINTS @ WINDOW MULLIONS               |                              |                 |                               |                  |                            |
| 170 <sup>PC</sup> AMEN @ 5 <sup>MIN</sup> EA.                                             | 12 <sup>HR</sup> CARPENTER / |                 | -                             | 88               | 1056 -                     |
| • INSTALL MONITOR BACK-BOXES, RECESS MOUNT W/ FRAMING/BLOCKING @ 6 LOCATIONS              |                              |                 |                               |                  |                            |
| 6 <sup>LOC</sup> x 1 MAN x 1.5 <sup>HR</sup> EA                                           | 9 <sup>HR</sup> CARPENTER /  |                 | -                             | 88               | 792 -                      |
| • REMOVAL & RE-INSTALLATION OF BACK-WALL PANELS IN MILLWORK TO ALLOW WIRING OF ELECTRICAL |                              |                 |                               |                  |                            |
| 6 ROOMS 1.5 <sup>HR</sup> EA. LOCATION                                                    | 9 <sup>HR</sup> CARPENTER /  |                 | -                             | 88               | 792 -                      |
|                                                                                           |                              |                 |                               |                  | 3348 -                     |

DLC Electric, LLC

79 State Route 40  
 Troy, NY 12182  
 18-326-8130



## Change Order Proposal

|          |                  |          |                                |
|----------|------------------|----------|--------------------------------|
| To:      | AOW Construction | Project  | Albany Airport Concourse A     |
| Address: | 30 Essex St      | Date     | 5/7/2025 R1 5/28/25 R2 6/10/25 |
|          | Albany, NY 12206 | Client # | ASI-019                        |
| Attn:    | Patrick Andrews  | DLC#     | 14                             |

### Work Scope

Replacement of conventional USB receptacles in charging station and install AXIL units.

| Cost           |     |      |             |                | Notes |
|----------------|-----|------|-------------|----------------|-------|
|                | Qty | Unit | Rate        | Total          |       |
| Direct Labor   | 13  | Hrs  | \$ 103.07   | \$1,339.91     |       |
| Foreman        | 1   | Hrs  | \$ 113.91   | \$113.91       |       |
| Material       | 1   | LS   | \$ 6,765.35 | \$6,765.35     |       |
| Equipment      | 1   | LS   |             | \$0.00         |       |
| OH & Profit    |     |      | 10%         | \$821.92       |       |
| Subtotal       |     |      |             | \$9,041.09     |       |
| Subcontractors | 1   | LS   |             | \$0.00         |       |
| Sub OHP        |     |      | 5%          | \$0.00         |       |
| Bond           |     |      | 0.0%        | \$0.00         |       |
| <b>Total</b>   |     |      | <b>ADD</b>  | <b>\$9,041</b> |       |

Deve Mohan  
 Project Manager  
 18-478-3813  
[mohan@dlcelectric.net](mailto:mohan@dlcelectric.net)

**PCO-048 Rec'd TCCo 06.12.25**

| Item                             | Qty | Cost      | Ext Cost      | Hours |
|----------------------------------|-----|-----------|---------------|-------|
| Original USB Receptacles and Box | -56 | \$ 34.82  | \$ (1,949.92) | -12   |
| Axil Z with Power Pack           | 48  | \$ 126.19 | \$ 6,057.12   | 18    |
| Power Packs                      | 12  | \$ 196.45 | \$ 2,357.40   | 4     |
| Shipping                         | 1   | \$ 200.00 | \$ 200.00     |       |
| 12/2 MC cable                    | 100 | \$ 0.87   | \$ 87.00      | 2     |
| Cable Supports                   | 5   | \$ 0.75   | \$ 3.75       | 0.5   |
| 4" box/cover                     | 2   | \$ 5.00   | \$ 10.00      | 0.5   |
|                                  |     |           |               |       |
|                                  |     |           |               |       |
|                                  |     |           |               |       |
|                                  |     |           |               |       |
|                                  |     |           |               |       |
|                                  |     |           |               |       |
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|                                  |     |           |               |       |
|                                  |     |           |               |       |
|                                  |     |           |               |       |
|                                  |     |           |               |       |
|                                  |     |           |               |       |
|                                  |     |           | \$ 6,765.35   | 13    |

# BYRNE

Date Created: 06.09.2025

| # | Item                                                                                                                                                                                     | Price    | Qty | SUBTOTAL   |
|---|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|-----|------------|
| 1 |  <p><u>Axil Z - 2 Power, 1 USB A+C with Interlink IQ 2.0</u><br/>Item: BE05295TR-2E-1-Z-Z07-UAC1-60</p> | \$126.19 | 48  | \$6,057.12 |
| 2 |  <p><u>IQ 2.0 Control Box</u><br/>Item: BE05930-120<br/>Cord Length : 120 inches</p>                    | \$196.45 | 12  | \$2,357.40 |

This Quote is valid for 30 days. The pricing information and terms set forth in this Price Quotation is CONFIDENTIAL between Byrne and recipient and may not be distributed to third parties without the prior written consent of Byrne. Shipping costs are estimates only and are subject to change based on finalized facts of shipment. Byrne Electrical Specialists, Inc. Terms and Conditions of Sale shall control all purchases and BYRNE OBJECTS TO, SPECIFICALLY REJECTS, AND SHALL NOT OTHERWISE BE BOUND BY ANY ADDITIONAL OR DIFFERENT TERMS, WHETHER PROFFERED BY ANY OTHER PARTY VERBALLY OR IN ANY QUOTATION, INVOICE, PURCHASE ORDER, SHIPPING DOCUMENT, OFFER, ACCEPTANCE, CONFIRMATION, CORRESPONDENCE OR OTHERWISE.

## Architects Supplemental Instructions

**Date:** January 9, 2025  
**To:** TCCO and AOW Construction  
**From:** Ozlem Kizilkaya

**ASI No:** 020  
**Project:** Albany International Airport – Concourse A Renovations  
**Project No:** 1236

The Work shall be carried out in accordance with the following supplemental instructions issued in accordance with the Contract Documents without change in Contract Sum or Contract Time. If the scope indicated in this ASI represents, in the opinion of the Contractor, a change in Contract Sum or Contract Time, the Contractor shall submit a Change Order Request prior to proceeding with the work. Proceeding with the Work in accordance with these instructions indicates your acknowledgement that there will be no change in Contract Sum or Contract Time.

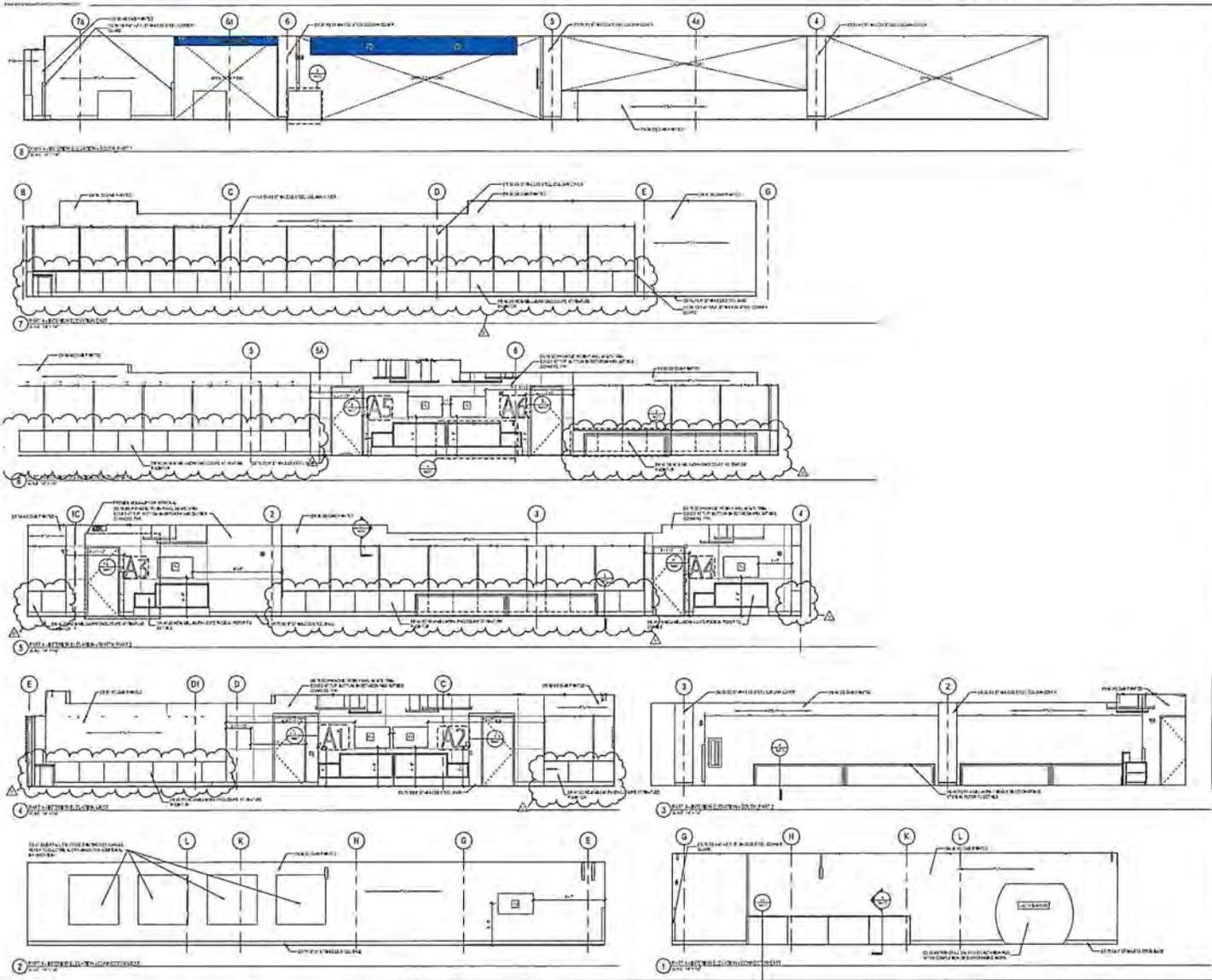
**ASI Description:** This ASI provides clarification on items raised during the 1/7 millwork coordination meeting. Specifically, the following: 1) Information is included for the finish, construction and spacing of the removable FTR covers, and 2) Clarification is provided for construction of the podium where two podiums are joined to create one large podium.

**Dwg No.**      **A-431 – ENLARGED INTERIOR ELEVATIONS - 1**  
                    **A-571 – CASEWORK ELEVATIONS & DETAILS - 1**  
                    **A-572 – CASEWORK ELEVATIONS & DETAILS - 2**  
                    **A-721 – FINISH SCHEDULE & DETAILS**

Enter description of update to drawing here

**Issued by the architect:**

**Ozlem Kizilkaya**  
**Project Designer - FM**



PROJECT NO. PCO-048  
**Concourse A Rehabilitation**  
 ALBANY ARCHITECTURAL REPORT  
 Albany County Airport Authority  
 237 Albany State Road  
 Albany, NY 12211  
 518.254.2211

**Architect**  
 F. J. Kelly & Associates  
 147 Park Avenue, 2nd Fl.  
 New York, NY 10017  
 212.691.1200

**Structural Engineer**  
 S. J. Kelly & Associates  
 147 Park Avenue, 2nd Fl.  
 New York, NY 10017  
 212.691.1200

**Code Consultant**  
 Code Consultants, LLC  
 134 Tompkins Street, Suite 204  
 Binghamton, NY 13901  
 607.733.2222

**Cost Estimating**  
 The Construction Group  
 32 Broadway, Suite 811  
 New York, NY 10014  
 212.871.0076

100%  
 CONSTRUCTION  
 DOCUMENTS  
 ISSUED FOR  
 CONSTRUCTION  
 08.12.2024



Stamp

DATE: 08/12/2024  
 TIME: 10:00 AM  
 DRAWN BY: [Name]  
 CHECKED BY: [Name]  
 SCALE: 1/4" = 1'-0"  
 DRAWING TITLE:  
**ENLARGED INTERIOR ELEVATIONS**  
 DRAWING NO.:  
**A-431**





| FINISHES |              |                |      |       |       |
|----------|--------------|----------------|------|-------|-------|
| ITEM     | MANUFACTURER | PRODUCT        | MTS  | COLOR | NOTES |
| 1001     | PRINCE       | 1/2" BOND BEAD | 1000 | WHITE |       |
| 1002     | PRINCE       | 1/2" BOND BEAD | 1000 | WHITE |       |
| 1003     | PRINCE       | 1/2" BOND BEAD | 1000 | WHITE |       |
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| 1100     | PRINCE       | 1/2" BOND BEAD | 1000 | WHITE |       |

100% CONSTRUCTION DOCUMENTS  
ISSUED FOR CONSTRUCTION 08.12.2024

ALBANY INTERNATIONAL AIRPORT

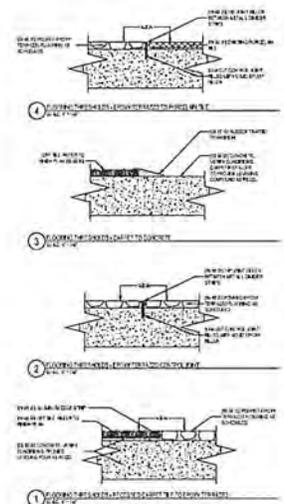
Albany County Airport Authority  
133 Albany State Road  
Albany, NY 12211  
L 518.242.2222

Team  
Architect: Parsons Brinckerhoff  
1000 Pennsylvania Avenue, N.W.  
Washington, DC 20004  
L 202.391.7000

Structural/ME/PV/FA/AV/SL  
M&E Group, Inc.  
45 Court Street Suite 200  
Burlington, NY 13307  
L 518.725.9421

Code Consultant:  
Code First Consultants, LLC  
104 Tompkins Road, Suite 200  
Southampton, NY 11967  
L 518.400.0033

Cost Estimating  
The Cost Consultant  
37 Broadway, Suite 801  
New York, NY 10004  
L 212.571.0036



Key/Plan

Scale

1/8" = 1'-0"

1/4" = 1'-0"

1/2" = 1'-0"

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10" = 1'-0"

Drawing No.: A-721



**Turner Construction Company**  
1 Computer Drive South  
Albany, New York 12205

January 13<sup>th</sup>, 2025

Mr. Patrick Andrews  
AOW Construction  
Project Manager  
30 Essex Street  
Albany, NY 12206

RE: Albany County Airport Authority  
PCO-048 ASI-020 Millwork Update

Dear Mr. Andrews,

Please refer to ASI-020 drawings located in Procore under Documents → File 00 3150 Architectural Supplemental Information. Please review, as all work going forward should be based on this ASI. Provide pricing and schedule impacts no later than next Monday, January 20<sup>th</sup>, 2025.

Please feel free to contact me if you have any questions regarding this request.

Sincerely,

*Brian McNeil*

Brian McNeil  
Project Engineer  
Turner Construction Company

**PCO-050**



*Change Request*

To: Robert Wagner  
Turner Construction Company  
1 Computer Drive South  
Albany, NY 12205

Number: COR 050  
Date: 6/9/25  
Job: 24-00048 AIA Concourse A Rehab

Reason: Owner Request

We are pleased to offer the following specifications and pricing to make the following changes:

**Detailed Description**  
COR 050 - PCO-050 RFI-071 Steel Interference at E1: Per RFI-071, an additional structural column and footing were required to support the Level 2 infill slab due to a steel interference at gridline E1. This PCO includes removal and replacement of the existing concrete slab and tile to allow for the installation of a reinforced concrete footing with HSS post supporting E-Line beam. Scope also includes removal and relocation of in-slab electrical conduit, anchor bolts and steel column, and construction of a finish drywall enclosure around the column.

**Pricing Summary**

|  |                         |                     |
|--|-------------------------|---------------------|
|  | AOW Materials           | \$ 1,202.00         |
|  | AOW Materials           | \$ 350.00           |
|  | AOW Labor               | \$ 4,445.00         |
|  | American Ornamental     | \$ 4,872.00         |
|  | Albany Marble           | \$ 2,136.00         |
|  | DLC Electric            | \$ 2,173.00         |
|  | Atlantic Contracting    | \$ 572.00           |
|  | <b>Subtotal:</b>        | <b>\$ 15,750.00</b> |
|  | Bond 0.50%              | \$ 85.00            |
|  | OH&P on AOW Work 15.00% | \$ 900.00           |
|  | OH&P on Sub Work 5.00%  | \$ 443.00           |
|  | <b>Total:</b>           | <b>\$ 17,179.00</b> |



PCO-050 Rec'd TCCo 06.11.25

30 Essex Street  
Albany, NY 12206  
Ph : (518)482-3400

*Change Request*

To: Robert Wagner  
Turner Construction Company  
1 Computer Drive South  
Albany, NY 12205

Number: COR 050  
Date: 6/9/25  
Job: 24-00048 AIA Concourse A Rehab

If you have any questions, please contact me at 518-482-3400.

Submitted by: Patrick Andrews  
AOW Construction, LLC

Cc: Alysia Sanichar (AOW Construction, LLC)

Approved by AOW CONSTRUCTION, LLC.:

Approved: Al Burgayoli  
Date: 6/10/2025

Approved by ARCHITECT:

Approved: \_\_\_\_\_  
Date: \_\_\_\_\_

Approved by OWNER:

Approved: \_\_\_\_\_  
Date: \_\_\_\_\_

DS DS  
AZ PR



24-0048 Albany Airport Concourse A Rehab  
COR 050 PCO-050 RFI-071 Steel Interference at E1

**PCO-050 Rec'd TCCo 06.11.25**

30 Essex Street  
Albany, NY 12206  
T 518-482-3400  
F 518-482-3444

| <u>AOW Labor</u>              | Regular Hours | Regular Rate | Total              |
|-------------------------------|---------------|--------------|--------------------|
| AOW Labor (Superintendent)    |               | \$ 94.00     | \$ -               |
| AOW Labor (Project Manager)   |               | \$ 95.00     | \$ -               |
| AOW Labor (Carpenter Foreman) |               | \$ 90.00     | \$ -               |
| AOW Labor (Carpenter)         | 8             | \$ 88.00     | \$ 704.00          |
| AOW Labor (Laborer Foreman)   |               | \$ 90.00     | \$ -               |
| AOW Labor (Laborer)           | 43            | \$ 87.00     | \$ 3,741.00        |
| <b>AOW Labor Total:</b>       |               |              | <b>\$ 4,445.00</b> |

| <u>AOW Material</u>                | Quantity | Units | \$/Unit  | Cost/Item |                    |
|------------------------------------|----------|-------|----------|-----------|--------------------|
| Sika Sikacrete 211 SCC PLUS 65 lb. | 18       | BAG   | \$ 49.59 | \$ 892.62 | \$ 892.62          |
| Rebar                              | 42.6     | LB    | \$ 0.75  | \$ 31.95  | \$ 31.95           |
| 15 mill Stego Vapor Barrier        | 48       | SQFT  | \$ 0.27  | \$ 12.96  | \$ 12.96           |
| 3-5/8" Track                       | 32       | LF    | \$ 0.59  | \$ 18.88  | \$ 18.88           |
| 3-5/8" Stud                        | 120      | LF    | \$ 0.58  | \$ 69.60  | \$ 69.60           |
| 5/8" Drywall                       | 100      | SQFT  | \$ 0.62  | \$ 62.00  | \$ 62.00           |
| Fasteners                          | 4        | LB    | \$ 5.00  | \$ 20.00  | \$ 20.00           |
| ¾ x 8-1/2" Wedge Anchor            | 4        | EA    | \$ 9.10  | \$ 36.40  | \$ 36.40           |
| 5/8" SDS Max Drill Bit             | 1        | EA    | \$ 42.32 | \$ 42.32  | \$ 42.32           |
| Dust Mask, Goggles, Gloves         | 1        | LS    | \$ 15.00 | \$ 15.00  | \$ 15.00           |
| <b>AOW Material Total:</b>         |          |       |          |           | <b>\$ 1,201.73</b> |

| <u>AOW Tool Rentals</u>       | Quantity | Units | \$/Unit   | Cost/Item |                  |
|-------------------------------|----------|-------|-----------|-----------|------------------|
| Scissor Lift                  | 1        | Days  | \$ 133.00 | \$ 133.00 | \$ 133.00        |
| SDS Hammer Drill              | 1        | Day   | \$ 63.00  | \$ 63.00  | \$ 63.00         |
| Concrete Mixer                | 2        | Day   | \$ 77.00  | \$ 154.00 | \$ 154.00        |
| <b>AOW Tool Rental Total:</b> |          |       |           |           | <b>\$ 350.00</b> |

**AOW Subtotal: \$ 5,996.73**

| <u>Subcontractors</u>       | Subcontractor      | Costs            | 10% Mark-up        |  |
|-----------------------------|--------------------|------------------|--------------------|--|
| American Ornamental         | \$ 4,429.09        | \$ 442.91        | \$ 4,872.00        |  |
| Albany Marble               | \$ 1,941.98        | \$ 194.20        | \$ 2,136.18        |  |
| DLC Electric                | \$ 1,975.45        | \$ 197.55        | \$ 2,173.00        |  |
| Atlantic Contracting        | \$ 520.29          | \$ 52.03         | \$ 572.32          |  |
| <b>Subcontractor Total:</b> | <b>\$ 8,866.82</b> | <b>\$ 886.68</b> | <b>\$ 9,753.50</b> |  |

**Subtotal All Categories: \$ 15,750.23**

|       |                            |                     |
|-------|----------------------------|---------------------|
| 15.0% | AOW OH&P on Self-Performed | \$ 899.51           |
| 5.0%  | AOW OH&P on Sub costs      | \$ 443.34           |
|       | <b>Subtotal:</b>           | <b>\$ 17,093.08</b> |
| 0.5%  | Bond                       | \$ 85.47            |
|       | <b>Grand Total:</b>        | <b>\$ 17,178.55</b> |



30 Essex St  
 Albany, NY 12206  
 P: (518)482-3400 F: (518)482-3444

**Work Order**

02-03-25

Date

ACAA 24-048

Job Name/Number

Bruce Boice

PCO-050

Recorded By

COR/ICOR #

**Bill To:**

| QTY                                                      | Material    | Unit \$ | Cost | Description                                                  |                                        |        |
|----------------------------------------------------------|-------------|---------|------|--------------------------------------------------------------|----------------------------------------|--------|
|                                                          |             |         |      | layout and remove existing slate tile at new footing cut out |                                        |        |
|                                                          |             |         |      |                                                              |                                        |        |
|                                                          |             |         |      |                                                              |                                        |        |
|                                                          |             |         |      |                                                              |                                        |        |
|                                                          |             |         |      |                                                              |                                        |        |
|                                                          |             |         |      |                                                              |                                        |        |
|                                                          |             |         |      |                                                              |                                        |        |
|                                                          |             |         |      |                                                              |                                        |        |
|                                                          |             |         |      |                                                              |                                        |        |
|                                                          |             |         |      | QTY                                                          | Rentals/ Tools                         | Amount |
|                                                          |             |         |      |                                                              |                                        |        |
|                                                          |             |         |      |                                                              |                                        |        |
|                                                          |             |         |      |                                                              |                                        |        |
|                                                          |             |         |      |                                                              |                                        |        |
| <b>Delivery</b>                                          |             |         |      | <b>Delivery</b>                                              |                                        |        |
| <b>Total Materials</b>                                   |             |         |      | <b>Total Rentals</b>                                         |                                        |        |
| Date                                                     | Name        | Trade   | Rate | Hours                                                        | Amount                                 |        |
| 01/30/25                                                 | Nick Warren | C       |      | 2                                                            |                                        |        |
|                                                          |             |         |      |                                                              |                                        |        |
|                                                          |             |         |      |                                                              |                                        |        |
|                                                          |             |         |      |                                                              |                                        |        |
|                                                          |             |         |      |                                                              |                                        |        |
|                                                          |             |         |      |                                                              |                                        |        |
|                                                          |             |         |      |                                                              |                                        |        |
| Is Work Complete?                                        |             |         |      | <input type="checkbox"/> Yes                                 | <input checked="" type="checkbox"/> No |        |
| Work Order By:<br><br>Authorized Signature:              |             |         |      | <b>Total Labor</b>                                           |                                        |        |
|                                                          |             |         |      | <b>Total Materials</b>                                       |                                        |        |
|                                                          |             |         |      | <b>Total Rentals</b>                                         |                                        |        |
|                                                          |             |         |      | <b>Total Labor</b>                                           |                                        |        |
|                                                          |             |         |      | <b>Tax</b>                                                   |                                        |        |
| I acknowledge the completion of the above described work |             |         |      | <b>OH&amp;P</b>                                              |                                        |        |
|                                                          |             |         |      | <b>Total</b>                                                 |                                        |        |















BUILDING THE FUTURE - TOGETHER



Albany  
 Kamco Supply Corp of NE  
 36 Railroad Avenue  
 Albany NY 12205  
 518-729-1122  
 Fax: 518-453-9527

PCO-050 Rec'd TCCo 06.11.25



QUOTE

2504-280843

PAGE 1 OF 1

| SOLD TO                                                     |
|-------------------------------------------------------------|
| *AOW CONSTRUCTION LLC<br>30 ESSEX STREET<br>ALBANY NY 12206 |

| JOB ADDRESS                                                                              |
|------------------------------------------------------------------------------------------|
| ALBANY INT'L AIRPORT J#24-048<br>737 ALBANY SHAKER RD<br>Albany NY 12211<br>518-482-3400 |

| ACCOUNT      | JOB        |
|--------------|------------|
| 16583        | 165        |
| CREATED ON   | 04/07/2025 |
| EXPIRES ON   | 05/07/2025 |
| BRANCH       | AL         |
| CUSTOMER PO# | 24-048     |
| STATION      | CRML       |
| CASHIER      | MATT       |
| SALESPERSON  | MATT       |
| ORDER ENTRY  | MATT       |
| MODIFIED BY  |            |

We install Commercial Door &  
 Div 10 Specialties Packages.  
 Contact Kamco for a quote.

| Item                                         | Description                                               | D | Quantity | U/M  | Price                          | Per       | Amount          |
|----------------------------------------------|-----------------------------------------------------------|---|----------|------|--------------------------------|-----------|-----------------|
| 358X8-20                                     | 3-5/8"x8' Stud 20GA/EQ                                    |   | 150      | EA   | 0.5900                         | LFT       | 708.00          |
| 358TR20                                      | 3-5/8"x10' Track 20GA/EQ                                  |   | 60       | EA   | 0.5800                         | LFT       | 348.00          |
| REINF20100FR                                 | REINFORCED F/R 20'x100' 6 MIL POLY                        |   | 1        | ROLL | 225.0000                       | ROLL      | 225.00          |
| MISC                                         | POSSIBLE FREIGHT FOR POLY, UNSURE OF COST UNTIL WE ORDER. |   | 1        | EACH |                                | EACH      |                 |
|                                              |                                                           |   |          |      | Subtotal                       |           | 1,281.00        |
| +No refund or credit for non-stock material. |                                                           |   |          |      | NYAL1 8.00%<br>EXE: 83-2875089 | Sales Tax | 0.00            |
|                                              |                                                           |   |          |      | <b>Total</b>                   |           | <b>1,281.00</b> |

Buyer:

Signature

BUILDING THE FUTURE - TOGETHER



Albany  
 Kamco Supply Corp of NE  
 36 Railroad Avenue  
 Albany NY 12205  
 518-729-1122  
 Fax: 518-453-9527

PCO-050 Rec'd TCCo 06.11.25



QUOTE

2504-287593

PAGE 1 OF 1

| SOLD TO                                                     |
|-------------------------------------------------------------|
| *AOW CONSTRUCTION LLC<br>30 ESSEX STREET<br>ALBANY NY 12206 |

| JOB ADDRESS                                                                              |
|------------------------------------------------------------------------------------------|
| ALBANY INT'L AIRPORT J#24-048<br>737 ALBANY SHAKER RD<br>ALBANY NY 12211<br>518-482-3400 |

| ACCOUNT      | JOB        |
|--------------|------------|
| 16583        | 165        |
| CREATED ON   | 04/15/2025 |
| EXPIRES ON   | 05/15/2025 |
| BRANCH       | AL         |
| CUSTOMER PO# | 24-048     |
| STATION      | ALKT       |
| CASHIER      | ALKT       |
| SALESPERSON  | MATT       |
| ORDER ENTRY  | ALKT       |
| MODIFIED BY  |            |

We install Commercial Door &  
 Div 10 Specialties Packages.  
 Contact Kamco for a quote.

| Item                                         | Description                          | D | Quantity | U/M | Price                          | Per       | Amount        |
|----------------------------------------------|--------------------------------------|---|----------|-----|--------------------------------|-----------|---------------|
| 8X10-20F158                                  | 8"x10' Stud 1-5/8"FL 20GA            |   | 1        | EA  | 2.2300                         | LFT       | 22.30         |
| 8TR20                                        | 8"x10' Track 20GA                    |   | 1        | EA  | 2.0000                         | LFT       | 20.00         |
| 58FC8                                        | 5/8" 4x8 F/C Gypsum Drywall          |   | 1        | EA  | 0.6200                         | SQFT      | 19.84         |
| 58CDXFT                                      | 5/8x4x8 FIRE TREATED SYP CDX PLYWOOD |   | 1        | PCS | 1.6400                         | SQFT      | 52.48         |
|                                              |                                      |   |          |     | Subtotal                       |           | 114.62        |
| +No refund or credit for non-stock material. |                                      |   |          |     | NYAL1 8.00%<br>EXE: 83-2875089 | Sales Tax | 0.00          |
|                                              |                                      |   |          |     | <b>Total</b>                   |           | <b>114.62</b> |

Buyer:

Signature

usign Envelope ID: D4526558-26D5-41C2-8D7D-DD42A5676849



Live Chat

### SHOPPING CART

**SECURE CHECKOUT**

| PRODUCT                                                                                                                | PRICE  | QUANTITY                                                                                                                                 | SUBTOTAL |
|------------------------------------------------------------------------------------------------------------------------|--------|------------------------------------------------------------------------------------------------------------------------------------------|----------|
| <p><b>Wedge Anchor Hot Dipped Galvanized - 3/4\"-10 x 8-1/2\"</b><br/>Code: 1070-070-0042</p> <p> REMOVE  WISHLIST</p> | \$9.10 | <div style="border: 1px solid #ccc; padding: 2px; display: inline-block;"> <span>−</span> 4 <span>+</span> </div> <p>Smallest Pkg: 1</p> | \$36.40  |

[← CONTINUE SHOPPING](#)   [+ ADD CART TO WISHLIST](#)   [🗑 REMOVE ALL FROM CART](#)   [🏷 REDEEM COUPON](#)

**Premium Order Protection**  
Have peace of mind in the event your delivery is damaged, stolen or lost in transit.

Shipping Insurance: \$0.73

Shipping [Estimate](#)

**TOTAL: \$37.13**

Design Envelope ID: D4526558-26D5-41C2-8D7D-DD42A5676849



Sign In
Selected Branch Birmingham - ...
CART

[CATEGORIES](#) | [BRANDS](#) | [LOCATIONS](#) | [SERVICES](#) | [REQUEST A QUOTE](#) | [TOP DEALS](#) | 1-800-944-8322

Home / Concrete and Chemicals / Cement, Concrete, Grout, Mortar and Bagged Aggregates / Concrete Mix / Sika Sikacrete 211 SCC PLUS 65 lb.



BUILDING TRUST

### Sika Sikacrete 211 SCC PLUS 65 lb.

SKU#: 438055850E

MFG#: 470861

**\$49.59** (BAG)

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Ready to Ship

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QTY

**ADD TO CART**

**Selected Branch** [Change](#)

White Cap - Ecommerce 594  
4500 5th Ave South

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[Product Categories](#) / [Machining](#) / [Drilling & Holemaking](#) / [Drill Bits](#) / [Drill Bits for Masonry & Concrete](#) / [Rotary Drill & Hammer Drill Bits](#) / [MILWAUKEE Rotary Hammer Drill: 5/8 in...](#) [Email](#) [Print](#)



Roll over image to zoom.

[Product Image Feedback](#)

Compare

### MILWAUKEE Rotary Hammer Drill: 5/8 in Drill Bit Size, 10 in Max Drilling Dp, 12 in Overall Lg

Item **23Y564** Mfr. Model **48-20-7203**

Web Price   
\$42.32 / each

Qty  [Add to Cart](#)

Ship  Pickup

Expected to arrive **Wed. May 14.**

Ship to **12201** | [Change](#)

Shipping Weight **0.55 lbs**  
[Ship Availability Terms](#)

[Add to List](#)

#### Product Details

Catalog Page **683**

|                    |                 |
|--------------------|-----------------|
| Brand              | MILWAUKEE       |
| Measurement System | Fractional Inch |
| Bit Size           | 5/8 in          |
| Max Equivalent     | 0.625           |
| Max Drilling Depth | 10 in           |
| Overall Length     | 12 in           |
| Shank Diameter     | 13/32 in        |
| Tool Type          | Rotary Hammer   |

|                              |                             |
|------------------------------|-----------------------------|
| Shank Type - Machining       | SDS Plus                    |
| Impact Rated                 | Yes                         |
| Finish - Machining           | Bright (Uncoated)           |
| Material - Machining         | Carbide Tipped              |
| Primary Material Application | Rebar                       |
| UNSPSC                       | 27112801                    |
| Country of Origin            | Germany (subject to change) |

#### Alternate Products

**BOSCH Rotary Hammer Drill: 5/8 in Drill Bit Size, 10 in Max Drilling Dp, 12 in Overall Lg**  
Item **19L465**

Compare

Web Price   
**\$33.78** / each

Qty  [Add to Cart](#)

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Hover Image to Zoom

### 11 lbs. Demolition Hammer Rental

#### Rental Pricing for Albany #1262

Exact pricing will be determined at the store.

**\$44<sup>00</sup>**  
4-Hours

**\$63<sup>00</sup>**  
Per Day

**\$252<sup>00</sup>**  
Per Week

**\$756<sup>00</sup>**  
4 Weeks

Your Deposit will be calculated at checkout. Credit Cards accepted. No Cash.

A valid **identification** is required at pickup.

This tool may require accessories.

For more details, please call your nearest Rental Center.

#### How To Get It

##### Your Nearest Rental Center is:

✓ 2 Currently Available at Albany #1262  
979 Central Ave, Albany, NY, 12205

Rental: (518) 451-1470

Check Nearby Stores

**Pickup in Store**

sign Envelope ID: D4526558-26D5-41C2-8D7D-DD42A5676849



Hover Image to Zoom

## Large Electric Cement Mixer Rental

### Rental Pricing for Albany #1262

Exact pricing will be determined at the store.

**\$54<sup>00</sup>**  
4-Hours

**\$77<sup>00</sup>**  
Per Day

**\$308<sup>00</sup>**  
Per Week

**\$924<sup>00</sup>**  
4 Weeks

Your Deposit will be calculated at checkout. Credit Cards accepted. No Cash.

A valid Identification is required at pickup.

This tool may require accessories.

For more details, please call your nearest Rental Center.

### How To Get It

#### Your Nearest Rental Center is:

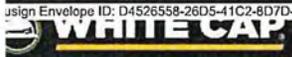
✓ 2 Currently Available at Albany #1262  
979 Central Ave, Albany, NY, 12205

Rental: (518) 451-1470

Check Nearby Stores

**Pickup in Store**

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1-800-944-8322

Home / Waterproofing / Waterproof Coatings and Membranes / Underslab Vapor Barriers and Sealing Tape / Stego Wrap 15 Mil Vapor Barrier 14 ft. x 140 ft.



Stego

## Stego Wrap 15 Mil Vapor Barrier 14 ft. x 140 ft.

SKU#: 278SW1001

MFG#: PN7

**\$522.59** (ROLL)

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QTY

1

ADD TO CART

Selected Branch [Change](#)

White Cap - Ecommerce 594  
4500 5th Ave South

REQUEST FOR CHANGE ORDER

# American Ornamental

19 Industrial Parkway ~ Gloversville, NY 12078

Phone 518-921-4006

Fax 518-921-4447

E-Mail: bruce@americanorn.com

To: AOW Associates

Attn: Patrick Andrews

Project: Albany Airport Concourse "A"

ID NUMBER

From: Bruce Martuscello

Date: 3/3/2025

Work Activity Sheet Nu.

COR #4

Ref. PCO-050 COLUMN ADD

**We respectfully submit to your firm a proposal for additional work to be performed for the above project as follows. FURNISH & INSTALL ONE NEW COLUMN, STIFFENER PLATES & NELSON STUDS. FIELD LABOR BREAKDOWN ATTACHED.**

**FABRICATION LABOR COST**

| Activity                     | Hours | Rate      | Sub Total          |
|------------------------------|-------|-----------|--------------------|
| Drafting                     | 3     | \$ 100.00 | \$ 300.00          |
| Project Manager              | 0     | \$ 85.00  | \$ -               |
| Fabrication                  | 8     | \$ 70.00  | \$ 560.00          |
| Delivery/Freight             | 2     | \$ 100.00 | \$ 200.00          |
| <b>FABRICATION SUB TOTAL</b> |       |           | <b>\$ 1,060.00</b> |

**FIELD LABOR COST**

| Classification               | Hours | Rate     | Sub Total          |
|------------------------------|-------|----------|--------------------|
| Journeyman                   | 0     | \$ 85.00 | \$ -               |
| Foreman                      | 0     | \$ 85.00 | \$ -               |
| <b>FIELD LABOR SUB TOTAL</b> |       |          | <b>\$ 2,867.00</b> |

**MATERIALS/SUPPLIES COST**

| Description                        | Quantity | Unit | Price per. | Sub. Total       |
|------------------------------------|----------|------|------------|------------------|
| HSS TUBE                           | 450      | LBS  | \$ 0.75    | \$ 337.50        |
| PLATE                              | 50       | LBS  | \$ 0.70    | \$ 35.00         |
| BOLTS                              | 4        | EA   | \$ 1.75    | \$ 7.00          |
| ANCHOR RODS                        | 4        | EA   | \$ 10.00   | \$ 40.00         |
| WELD STUDS                         | 18       | EA   | \$ 1.90    | \$ 34.20         |
| EPOXY                              | 2        | EA   | \$ 24.00   | \$ 48.00         |
|                                    |          |      |            | \$ -             |
|                                    |          |      |            | \$ -             |
|                                    |          |      |            | \$ -             |
|                                    |          |      |            | \$ -             |
|                                    |          |      |            | \$ -             |
| <b>MATERIALS/SUPPLIES SUBTOTAL</b> |          |      |            | <b>\$ 501.70</b> |

**TOOLS/EQUIPMENT COST**

| Description                      | Quantity | Unit | Price per. | Sub. Total  |
|----------------------------------|----------|------|------------|-------------|
| Truck/ladders                    | 0        | day  | \$ 40.00   | \$ -        |
| Welder                           | 0        | day  | \$ 10.00   | \$ -        |
| SCISSOR LIFT                     | 0        | hrs  | \$ 19.00   | \$ -        |
| Hammer Drill                     | 0        | hrs  | \$ 2.00    | \$ -        |
| Mag Drill                        | 0        | hrs  | \$ 3.00    | \$ -        |
| Consumables                      | 0        | day  | \$ 28.00   | \$ -        |
| Chain Hoist                      | 0        | hrs  | \$ 0.75    | \$ -        |
| "Genie" Lift                     | 0        | day  | \$ 350.00  | \$ -        |
| Lull/Fork Lift                   | 0        | day  | \$ 510.00  | \$ -        |
| Crane                            | 0        | hrs  | \$ 100.00  | \$ -        |
| Operator                         | 0        | hrs  | \$ 48.00   | \$ -        |
| <b>TOOLS/EQUIPMENT SUB TOTAL</b> |          |      |            | <b>\$ -</b> |

**SUMMARY**

|                         |                    |                   |                    |
|-------------------------|--------------------|-------------------|--------------------|
| FABRICATION LABOR       | \$ 1,060.00        |                   |                    |
| FIELD LABOR             | \$ 2,867.00        |                   |                    |
| MATERIALS/SUPPLIES      | \$ 501.70          |                   |                    |
| TOOLS/EQUIPMENT         | \$ -               |                   |                    |
| <b>SUB TOTAL</b>        | <b>\$ 4,428.70</b> | <b>TOTAL</b>      | <b>\$ 4,871.57</b> |
| 10% OVERHEAD AND PROFIT | \$ 442.87          | <b>ADJUSTMENT</b> | <b>\$ 0.43</b>     |
| <b>GRAND TOTAL</b>      | <b>\$</b>          |                   | <b>\$ 4,872.00</b> |

Yours Truly,  
Estimating Dept.

REQUEST FOR CHANGE ORDER

# MSC STEEL, LLC

17 INDUSTRIAL PARKWAY GLOVERSVILLE, NY 12078

Phone 518-921-4371

Fax 518-921-4447

E-Mail [mcalkins@msc-ny.com](mailto:mcalkins@msc-ny.com)

To: AMERICAN ORNAMENTAL LLC

Attn: BRUCE MARTUSCELLO

Project: ALBANY AIRPORT CONCOURSE A

ID NUMBER

From: JOE WEIS

Date: 3/3/2025

Work Activity Sheet Nu.

CO# 4

Ref. PCO-050

We respectfully submit to your firm a proposal for additional work to be performed for the above project as follows. INSTALLATION NEW CLOUMN. ADDITIONAL HOLES DRILLED IN EX. BEAM, EPOXY ANCHOR B.PLATE ADD (3) STIFFINER PLATES, (18) SHEAR STUDS TO BEAM.

**FIELD LABOR COST**

| CLASSIFICATION               | Hours | Rate     | Sub Total          |
|------------------------------|-------|----------|--------------------|
| 2 IW Journeyman              | 16    | \$ 83.00 | \$ 1,328.00        |
| 1 IW Foreman                 | 6     | \$ 87.74 | \$ 526.44          |
| Fabrication                  |       | \$ -     | \$ -               |
| Operator                     | 2     | \$ 98.52 | \$ 197.04          |
| <b>FIELD LABOR SUB TOTAL</b> |       |          | <b>\$ 2,051.48</b> |

**CRANES**

| Description            | Quantity | Unit | Price per. | Sub. Total  |
|------------------------|----------|------|------------|-------------|
|                        | 0        |      | 0          | 0           |
| <b>CRANE SUB TOTAL</b> |          |      |            | <b>\$ -</b> |

**LIFTS**

| Description           | Quantity | Unit | Price per. | Sub. Total       |
|-----------------------|----------|------|------------|------------------|
| 60'-0 Boom            |          |      |            | \$ -             |
| 45'-0 Boom            |          |      |            | \$ -             |
| 40'-0 Boom            | 0        |      |            | \$ -             |
| 19'-0 Scissor         | 1        | DY   |            | \$ 120.00        |
| 32'-0 Scissor         |          |      |            | \$ -             |
| 5K LUL                | 2        | HR   |            | \$ 147.50        |
| 8K LUL                | 0        |      |            | \$ -             |
| 10K LUL               |          |      |            | \$ -             |
| <b>LIFTS SUBTOTAL</b> |          |      |            | <b>\$ 267.50</b> |

**TOOLS/EQUIPMENT/CONSUMABLES COST**

| Description                      | Quantity | Unit | Price per. | Sub. Total       |
|----------------------------------|----------|------|------------|------------------|
| Truck/ladders                    | 0.75     | day  | \$ 150.00  | \$ 112.50        |
| 400A Welder                      | 1        | day  | \$ 75.00   | \$ 75.00         |
| Torch/Gas                        | 0        | hrs  | \$ 4.00    | \$ -             |
| Hammer Drill                     | 0        | hrs  | \$ 2.00    | \$ -             |
| hilti gun                        | 0        | hrs  | \$ 3.00    | \$ -             |
| screw gun                        | 0        | hrs  | \$ 3.00    | \$ -             |
| demo saw                         | 0        | day  | \$ 50.00   | \$ -             |
| "Genie" Lift                     | 0        | hrs  | \$ 22.00   | \$ -             |
| Roust A Bout                     |          | day  | \$ 100.00  | \$ -             |
|                                  |          |      | \$ -       | \$ -             |
| Consumables                      |          | ls   | \$ 100.00  | \$ 100.00        |
| <b>TOOLS/EQUIPMENT SUB TOTAL</b> |          |      |            | <b>\$ 287.50</b> |

**SUMMARY**

|                                    |                    |    |                 |
|------------------------------------|--------------------|----|-----------------|
| <b>FIELD LABOR</b>                 | <b>\$ 2,051.48</b> |    |                 |
| <b>CRANE</b>                       | <b>\$ -</b>        |    |                 |
| <b>LIFTS</b>                       | <b>\$ 267.50</b>   |    |                 |
| <b>TOOLS/EQUIPMENT/CONSUMABLES</b> | <b>\$ 287.50</b>   | \$ | 2,867.13        |
| <b>SUB TOTAL</b>                   | <b>\$ 2,606.48</b> | \$ | (0.13)          |
| <b>10% OVERHEAD AND PROFIT</b>     | <b>\$ 260.65</b>   |    |                 |
| <b>GRAND TOTAL</b>                 | <b>\$</b>          |    | <b>2,867.00</b> |

Yours Truly,  
Estimating Dept.

DLC Electric, LLC

79 State Route 40  
 Troy, NY 12182  
 18-326-8130



## Change Order Proposal

|          |                  |          |                            |
|----------|------------------|----------|----------------------------|
| To:      | AOW Construction | Project  | Albany Airport Concourse A |
| Address: | 30 Essex St      | Date     | 3/21/2025                  |
|          | Albany, NY 12206 | Client # | PCO-050                    |
| Attn:    | Patrick Andrews  | DLC#     | 003                        |

### Work Scope

conduit removal and relocations.

| <u>Cost</u>    |     |      |            |                | <u>Notes</u> |
|----------------|-----|------|------------|----------------|--------------|
|                | Qty | Unit | Rate       | Total          |              |
| W              | 14  | Hrs  | \$ 103.07  | \$1,442.98     |              |
| Apprentice     | 3   | Hrs  | \$ 66.94   | \$200.82       |              |
| Foreman        | 2   | Hrs  | \$ 113.91  | \$227.82       |              |
| Material       | 1   | LS   | \$ 122.37  | \$122.37       |              |
| Equipment      | 1   | LS   |            | \$0.00         |              |
| OH & Profit    |     |      | 10%        | \$179.32       |              |
| Subtotal       |     |      |            | \$2,173.31     |              |
| Subcontractors | 1   | LS   |            | \$0.00         |              |
| Sub OHP        |     |      | 5%         | \$0.00         |              |
| Bond           |     |      | 0.0%       | \$0.00         |              |
| <b>Total</b>   |     |      | <b>ADD</b> | <b>\$2,173</b> |              |

Deve Mohan  
 Project Manager  
 18-478-3813  
[mohan@dlcelectric.net](mailto:mohan@dlcelectric.net)









**SUBCONTRACTOR PROPOSAL**  
or / SUB of SUBCONTRACTOR

|                                                                                                                                                               |                                                                                                                                          |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------|
| Subcontractor Name: <u>Atlantic Contracting &amp; Specialties, LLC</u><br>Address: <u>1 Harrison Street</u><br><u>Troy, NY 12180</u><br><u>(518) 275-2715</u> | Date: <u>4/22/2025</u><br>Field Order No.: _____<br>Change Proposal No.: _____<br><small>rate form for <u>each</u> Subcontractor</small> |
| Telephone No.: _____                                                                                                                                          |                                                                                                                                          |

| A. LABOR                                                                         |          |       |            |                  | FOR SUCF USE ONLY |  |
|----------------------------------------------------------------------------------|----------|-------|------------|------------------|-------------------|--|
| WORK DESCRIPTION                                                                 | Trade    | Hours | Total Rate | Total Labor Cost | SUCF REVISIONS    |  |
| 1 journeyman - taping                                                            | Painter  | 6.5   | \$ 75.37   | \$ 489.91        |                   |  |
|                                                                                  |          |       |            | \$ -             |                   |  |
| <small>Total from additional Labor Worksheet Extension(s) if required</small>    |          |       |            |                  |                   |  |
| <b>TOTAL SUBCONTRACTOR LABOR</b>                                                 |          |       |            | \$ 489.91        |                   |  |
| B. MATERIAL / EQUIPMENT RENTAL                                                   |          |       |            |                  |                   |  |
| MATERIAL DESCRIPTION                                                             | Quantity | Unit  | Unit Cost  | Material Cost    |                   |  |
| Joint compound                                                                   | 1        | pail  | \$ 25.81   | \$ 25.81         |                   |  |
| Tape                                                                             | 1        | roll  | \$ 4.57    | \$ 4.57          |                   |  |
| <small>Total from additional Material Worksheet Extension(s) if required</small> |          |       |            |                  |                   |  |
| <b>TOTAL SUBCONTRACTOR MATERIAL</b>                                              |          |       |            | \$ 30.38         |                   |  |
| C. EQUIPMENT <small>(From Equipment Expense Proposal)</small>                    |          |       |            |                  |                   |  |
| <b>TOTAL SUBCONTRACTOR EQUIPMENT</b>                                             |          |       |            | \$ -             |                   |  |
| D. SUMMARY                                                                       |          |       |            |                  |                   |  |
| Total Labor, Material, Equipment (A+B+C)                                         |          |       |            | \$ 520.29        |                   |  |
| No Mark-up on Sub Of Sub 10%                                                     |          |       |            | \$ 52.03         |                   |  |
| Total Premium Portion of O.T.                                                    |          |       |            |                  |                   |  |
| <b>TOTAL SUBCONTRACTOR PROPOSAL</b>                                              |          |       |            |                  |                   |  |
|                                                                                  |          |       |            | \$ 572.32        |                   |  |

Subcontractor Signature \_\_\_\_\_

Name & Title (Please type or print.) \_\_\_\_\_

\_\_\_\_\_ Date

24-00048 - COR-050 - PCO-050 RFI-071 Steel Interference at E1  
Albany Marble COR Backup

**From:** Frank Orciuoli <albanymarble@aol.com>  
**Sent:** Monday, June 9, 2025 9:22 AM  
**To:** Patrick Andrews <pandrews@aowconstruction.com>  
**Subject:** Re: 24-00048 - ACAA Concourse-A - Tile In-Fill Change Order (PCO - 050 )

Ok updated COR response

For change order purposes I am figuring the following

50sq.ft Montauk Black Natural Slate 12x24 @ \$4.99 = \$249.50

Grout and Mortar, Misc Materials = \$100

1 Tile Setter 2 day to cut in and set tile, 16hr @ \$76.34 = \$1,221.44

1 Tile Finisher 1/2 day to load job, grout and clean 4hr @ \$61.84 = \$247.36

1 Tile Finisher 1/4 day to seal 2hr @ \$61.84 = \$123.68

Sub Total: ~~\$2,677.45~~      \$ 1941.98

10% OH&P: ~~\$267.75~~      \$ 194.20

Total: ~~\$2,945.20~~      \$ 2136.18

Frank Orciuoli  
518-489-8989  
Albany Marble Inc.  
Hudson Valley Mosaic Tile and Marble Corp.  
470 central ave.  
Albany, NY 12206

On Friday, June 6, 2025 at 03:59:23 PM EDT, Patrick Andrews <pandrews@aowconstruction.com> wrote:

Frank,

I finally had this COR reviewed by turner and they didn't agree with the quantities I gave you.

Please see the attached photos and better description below:

At the window wall (IMG\_0779) ----->

Place, finish, seal 17'-0" x 6"+/- wide, no toothing.



24-00048 - COR-050 - PCO-050 RFI-071 Steel Interference at E1  
Albany Marble COR Backup

At Column E1 (IMG\_0780) ----->

Place, finish, seal 12'-0" x 24" +/- wide, tooth into existing

TCCO is questioning specifically the tile setter 3x days. Can this be revised provided the information and quantities above?

If so please revise accordingly:

For change order purposes I am figuring the following

75sq.ft Montauk Black Natural Slate 12x24 @ \$4.99 = \$374.25

Grout and Mortar, Misc Materials = \$100

1 Tile Setter 3 day to cut in and set tile 24hr @ \$76.34 = \$1,832.16

1 Tile Finisher ½ day to grout and clean 4hr @ \$61.84 = \$247.36

1 Tile Finisher 1/4 day to seal 2hr @ \$61.84 = \$123.68

Sub Total: \$2,677.45

10% OH&P: \$267.75

Total: \$2,945.20



Thank You,

**Patrick J. Andrews**

**Project Manager**

**AOW Construction, LLC**

(518)512.5504 Direct Line

(914)606.2978 Cell Phone

[pandrews@aowconstruction.com](mailto:pandrews@aowconstruction.com)



Turner Construction Company  
1 Computer Drive South  
Albany, New York 12205

January 20, 2025

Mr. Patrick Andrews  
AOW Construction  
Project Manager  
30 Essex Street  
Albany, NY 12206

RE: Albany County Airport Authority  
PCO-050 RFI-071 Steel Interference at E-Line

Dear Mr. Andrews,

Please provide pricing for PCO-050 RFI-071 Steel Interference on E-Line. See attached RFI-071: Steel Interference at E-Line, for further clarification on scope of changes. Pricing to include but not limited to GPR Survey and Mapping of Existing Utilities, Removal and Patching of Slate Floor, Hand Excavation of Footing, Foundations, Structural Steel and Temporary Shoring of W18X46 on Column Line E to allow slab on deck to be poured on Friday, January 24<sup>th</sup>. Submit pricing on this item no later than next Monday, January 27<sup>th</sup>, 2025.

Please feel free to contact me if you have any questions regarding this request.

Sincerely,

*Brian McNeil*

Brian McNeil  
Project Engineer  
Turner Construction Company



TCCo New York North  
1 Computer Drive South  
Albany, New York 12205  
P: (518) 432-0277  
F: (518) 432-0279

Expansion  
737 Albany Shaker Rd.  
Albany, New York 12211

### RFI #071: RFI Steel Interference at E1

**Status** Closed on 01/17/25

**To** Joe Sirkovich (Fennick McCredie Architecture)  
Melissa Vaillancourt, AIA (Fennick McCredie Architecture)  
Ozlem Kizilkaya (Fennick McCredie Architecture)  
Turner Bradford, PE (McFarland-Johnson Inc)  
Chad Phillips (McFarland-Johnson Inc)

**From** Alysia Sanichar (AOW Construction)  
30 Essex Street  
Albany, New York 12206

**Date Initiated** Jan 8, 2025 **Due Date** Jan 28, 2025

**Location** Phase 1: Gates A1 + A2>Level 1 **Project Stage** Course of Construction

**Cost Impact** Yes (Unknown) **Schedule Impact** No

**Spec Section** 05 1200 - Structural Steel Framing **Cost Code**

**Drawing Number** **Reference**

**Linked Drawings** [S-102A](#)

**Received From** Patrick Andrews (AOW Construction)

**Copies To** Patrick Andrews (AOW Construction), Bruce Boice (AOW Construction), Turner Bradford, PE (McFarland-Johnson Inc), Al Burgazoli (AOW Construction), Ozlem Kizilkaya (Fennick McCredie Architecture), Natram Lackraj (Turner Construction Company), John LaClair, PE (Albany County Airport Authority), Joe Sirkovich (Fennick McCredie Architecture), Melissa Vaillancourt, AIA (Fennick McCredie Architecture), Robert Wagner (Turner Construction Company)

#### Activity

##### Question

**Question from Alysia Sanichar AOW Construction on Tuesday, Jan 7, 2025 at 04:55 PM EST**

There was a kicker brace discovered at column line E1 that is interfering with the installation of the WT9x23. Please see attached pdf depicting the interference and advise of any modifications to be made to the existing structure or new steel installation.

**Attachments**

RFI Interference at E1.pdf

##### Official Response

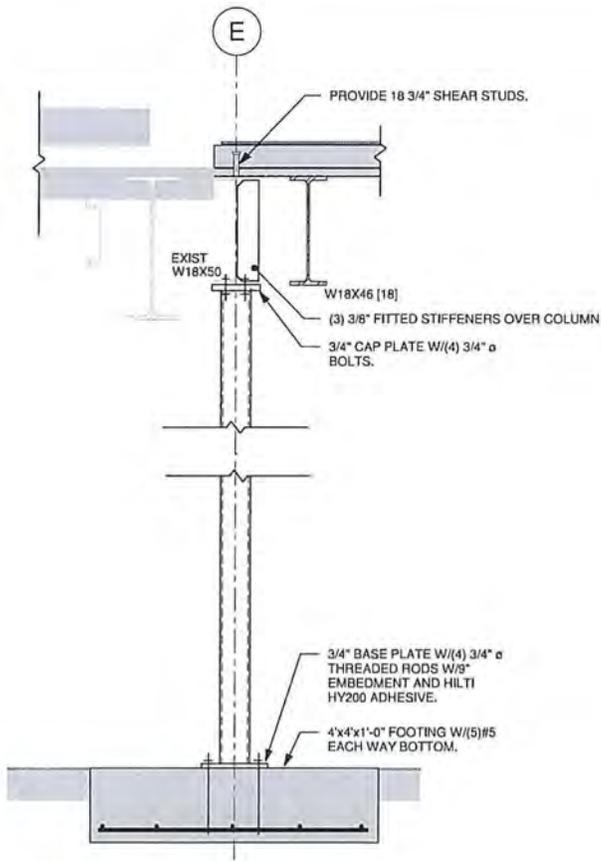
**Response from Chad Phillips McFarland-Johnson Inc on Friday, Jan 17, 2025 at 02:46 PM EST**

SEE ATTACHED

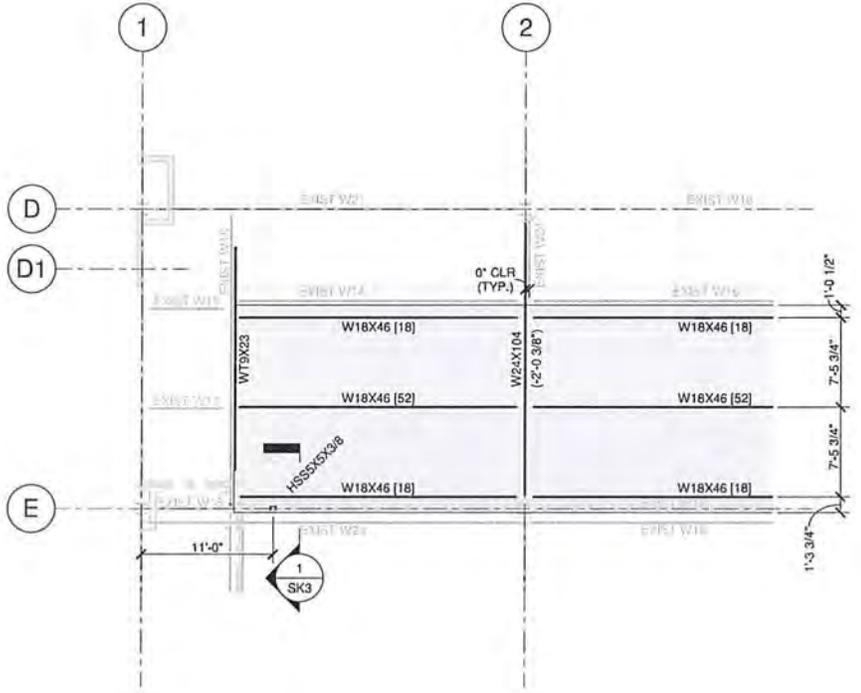
**Attachments**

SK3.pdf

Sign Envelope ID: D4526558-2605-41C2-8D7D-DD42A5676649



**1 SECTION**  
 SK3 SCALE: 3/4" = 1'-0"



|                                                                                                                        |                            |               |                        |
|------------------------------------------------------------------------------------------------------------------------|----------------------------|---------------|------------------------|
| <b>McFarland Johnson</b><br>426 Industrial Avenue, Suite 146<br>Williston, Vermont 05495<br>802.862.9381 www.mjinc.com | Concourse A Rehabilitation |               | SCALE:<br>As indicated |
|                                                                                                                        | SK3                        | DWG. MODIFIED | DATE:<br>12/18/24      |
|                                                                                                                        |                            |               | DWG. NO.<br>SK3        |

**PCO-052**



PCO-052 Rec'd TCCo 04.22.25

30 Essex Street  
Albany, NY 12206  
Ph : (518)482-3400

**Change Request**

To: Robert Wagner  
Turner Construction Company  
1 Computer Drive South  
Albany, NY 12205

Number: COR 052  
Date: 4/21/25  
Job: 24-00048 AIA Concourse A Rehab

Reason: Owner Request

We are pleased to offer the following specifications and pricing to make the following changes:

**Detailed Description**  
COR-052 - PCO-052 RFI-080 Alarm Sounder Details - this change order covers the addition of delayed egress with door sounders on doors 231.1, 216.1, 217.1, 219.1, 221.1, and 221.4 including the power and control wiring to the devices, and connections to the control panel.

| Pricing Summary |                  |                  |                     |
|-----------------|------------------|------------------|---------------------|
|                 | AOW Materials    |                  | \$ 9,105.00         |
|                 | DLC Electric     |                  | \$ 5,459.00         |
|                 |                  | <b>Subtotal:</b> | <b>\$ 14,564.00</b> |
|                 | Bond             | 0.50%            | \$ 81.00            |
|                 | OH&P on AOW Work | 15.00%           | \$ 1,366.00         |
|                 | OH&P on Sub Work | 5.00%            | \$ 248.00           |
|                 |                  | <b>Total:</b>    | <b>\$ 16,259.00</b> |

If you have any questions, please contact me at 518-482-3400.

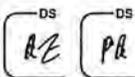
Submitted by: Patrick Andrews  
AOW Construction, LLC

Cc: Alysia Sanichar (AOW Construction, LLC)

Approved by AOW CONSTRUCTION, LLC.:  
Approved: Al Burgazoli  
Date: 4/21/2025

Approved by ARCHITECT:  
Approved: \_\_\_\_\_  
Date: \_\_\_\_\_

Approved by OWNER:  
Approved: \_\_\_\_\_  
Date: \_\_\_\_\_





24-0048 Albany Airport Concourse A Rehab  
 COR-052 - PCO-052 RFI-080 Alarm Sounder Details

**PCO-052 Rec'd TCCo 04.22.25**

30 Essex Street  
 Albany, NY 12206  
 T 518-482-3400  
 F 518-482-3444

| <u>AOW Labor</u>              | Regular Hours | Regular Rate | Total       |
|-------------------------------|---------------|--------------|-------------|
| AOW Labor (Superintendent)    |               | \$ 94.00     | \$ -        |
| AOW Labor (Project Manager)   |               | \$ 95.00     | \$ -        |
| AOW Labor (Carpenter Foreman) |               | \$ 90.00     | \$ -        |
| AOW Labor (Carpenter)         |               | \$ 88.00     | \$ -        |
| AOW Labor (Laborer Foreman)   |               | \$ 90.00     | \$ -        |
| AOW Labor (Laborer)           |               | \$ 87.00     | \$ -        |
| <b>AOW Labor Total:</b>       |               |              | <b>\$ -</b> |

| <u>AOW Material</u>         | Quantity | Units | \$/Unit     | Cost/Item   |                    |
|-----------------------------|----------|-------|-------------|-------------|--------------------|
| Door Sounder Panic Hardware | 6        |       | \$ 1,168.50 | \$ 7,011.00 | \$ 7,011.00        |
| Power Supplies              | 3        |       | \$ 698.00   | \$ 2,094.00 | \$ 2,094.00        |
|                             |          |       | \$ -        | \$ -        | \$ -               |
| <b>AOW Material Total:</b>  |          |       |             |             | <b>\$ 9,105.00</b> |

| <u>AOW Tool Rentals</u>       | Quantity | Units | \$/Unit | Cost/Item |             |
|-------------------------------|----------|-------|---------|-----------|-------------|
|                               |          |       | \$ -    | \$ -      | \$ -        |
|                               |          |       | \$ -    | \$ -      | \$ -        |
| <b>AOW Tool Rental Total:</b> |          |       |         |           | <b>\$ -</b> |

**AOW Subtotal: \$ 9,105.00**

| <u>Subcontractors</u>       | Subcontractor | Costs       | 10% Mark-up |                    |
|-----------------------------|---------------|-------------|-------------|--------------------|
| DLC                         |               | \$ 4,962.93 | \$496.29    | \$ 5,459.22        |
|                             |               | \$ -        | \$ -        | \$ -               |
|                             |               | \$ -        | \$ -        | \$ -               |
|                             |               | \$ -        | \$ -        | \$ -               |
| <b>Subcontractor Total:</b> |               |             |             | <b>\$ 5,459.22</b> |

**Subtotal All Categories: \$ 14,564.22**

|       |                            |                     |
|-------|----------------------------|---------------------|
| 15.0% | AOW OH&P on Self-Performed | \$ 1,365.75         |
| 5.0%  | AOW OH&P on Sub costs      | \$ 248.15           |
|       | <b>Subtotal:</b>           | <b>\$ 16,178.12</b> |

0.5% Bond \$ 80.89

**Grand Total: \$ 16,259.01**



1509 Military Turnpike • Plattsburgh, NY 12901  
(518) 324-4390 • Telephone  
(518) 324-4399 • Fax  
[mattp@hartsoninc.com](mailto:mattp@hartsoninc.com)



## QUOTATION

March 3, 2025

TO:  
AOW  
ATTN: Jason

RE:  
Albany County Airport Concourse A  
Delayed Egress Add

The following terms including those printed on the reverse side of this sheet are agreed to and accepted by you upon acceptance of this proposal.

We will **furnish** the following list of materials for the total sum listed below. F.O.B. truck shipping point with full freight allowed to the job site. Damage incurred during shipment is the responsibility of the carrier.

Add Delayed Egress to openings 231.1, 216.1, 217.1, 219.1, 221.1, and 221.4  
Add .....\$7,011.00  
  
3 ea. PS161-6 ADD .....\$2,094.00

Notes, Comments, & Exclusions

- This Quote is Valid for 30 Days. Written Acceptance is Required.
- Quantities are only as noted above.
- All Hollow Metal Comes Prime Painted Only.
- All Material is per standard manufacturers lead times – expedited orders will require a change order.
- All Material must be ordered within 12 months from date of quote, for price protection.
- Quote does NOT include glass/glazing unless noted otherwise.
- Quote does NOT include installation.
- Quote does NOT include state and local taxes unless stated otherwise.
- RETAINAGE is not acceptable – we are a supplier only.
- Allowances are NOT included in our price.
- Bid Bond is NOT included in our price.
- Material will be billed proportionately as shipped with payment due when rendered.
- Common carrier shipments consigned to the customer become the property of the customer. All claims for damage in transit must be filed by the customer.

We do NOT include any Sales Tax

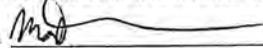
This proposal is subject to written acceptance within thirty (30) days from the date hereof, after which date it is subject to confirmation by the Seller.

TERMS: Net 30 days.

WE ACCEPT THIS PROPOSAL

\_\_\_\_\_  
\_\_\_\_\_

HARTSON TOTAL OPENING INCORPORATED

BY: 

Mathew Plumadore, Project Manager  
[mattp@hartsoninc.com](mailto:mattp@hartsoninc.com)

DLC Electric, LLC

79 State Route 40

Brooklyn, NY 12182

18-326-8130



## Change Order Proposal

|            |                  |          |                            |
|------------|------------------|----------|----------------------------|
| To:        | AOW Construction | Project  | Albany Airport Concourse A |
| Address:   | 30 Essex St      | Date     | 4/16/2025                  |
|            | Albany, NY 12206 | Client # | RFI-032                    |
| Attention: | Patrick Andrews  | DLC#     | 12                         |

### Work Scope

Provide and install wiring from the gate (6) door sounders (by others) to the access control main panel.

| <u>Cost</u>    |     |      |             |                | <u>Notes</u> |
|----------------|-----|------|-------------|----------------|--------------|
|                | Qty | Unit | Rate        | Total          |              |
| Direct Labor   | 36  | Hrs  | \$ 103.07   | \$3,710.52     |              |
| Foreman        | 1   | Hrs  | \$ 113.91   | \$113.91       |              |
| Material       | 1   | LS   | \$ 1,138.50 | \$1,138.50     |              |
| Equipment      | 1   | LS   |             | \$0.00         |              |
| OH & Profit    |     |      | 10%         | \$496.29       |              |
| Subtotal       |     |      |             | \$5,459.22     |              |
| Subcontractors | 1   | LS   |             | \$0.00         |              |
| Sub OHP        |     |      | 5%          | \$0.00         |              |
| Bond           |     |      | 0.0%        | \$0.00         |              |
| <b>Total</b>   |     |      | <b>ADD</b>  | <b>\$5,459</b> |              |

Deve Mohan  
 Project Manager  
 18-478-3813  
[mohan@dlcelectric.net](mailto:mohan@dlcelectric.net)





**Turner Construction Company**  
1 Computer Drive South  
Albany, New York 12205

January 29, 2025,

Mr. Patrick Andrews  
AOW Construction  
Project Manager  
30 Essex Street  
Albany, NY 12206

RE: Albany County Airport Authority  
PCO-046 RFI-080 Alarm Sounder Clarification

Dear Mr. Andrews,

Please provide pricing for PCO-046 RFI-032 Alarm Sounder Clarification. See attached RFI-080: Alarm Sounder Clarification, for further clarification on scope of changes. Pricing to include but not limited to purchasing alarm sounder and installing alarm sounders at Gates A1-A6. Submit pricing on this item no later than next Wednesday, February 5<sup>th</sup>, 2025.

Please feel free to contact me if you have any questions regarding this request.

Sincerely,

*Brian McNeil*

Brian McNeil  
Project Engineer  
Turner Construction Company



TCCo New York North  
1 Computer Drive South  
Albany, New York 12205  
P: (518) 432-0277  
F: (518) 432-0279

## RFI #032: Alarm Sounder Clarification

|                        |                                                                                                                                                                                                                                                                                                                                                                                                              |                        |                                                                                 |
|------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------|---------------------------------------------------------------------------------|
| <b>Status</b>          | Closed on 11/21/24                                                                                                                                                                                                                                                                                                                                                                                           |                        |                                                                                 |
| <b>To</b>              | Joe Sirkovich (Fennick McCredie Architecture)<br>Ozlem Kizilkaya (Fennick McCredie Architecture)<br>Melissa Vaillancourt, AIA (Fennick McCredie Architecture)<br>John LaClair, PE (Albany County Airport Authority)<br>Chris Perry (McFarland-Johnson Inc)                                                                                                                                                   | <b>From</b>            | Alysia Sanichar (AOW Construction)<br>30 Essex Street<br>Albany, New York 12206 |
| <b>Date Initiated</b>  | Oct 17, 2024                                                                                                                                                                                                                                                                                                                                                                                                 | <b>Due Date</b>        | Nov 7, 2024                                                                     |
| <b>Location</b>        | Phase 1: Gates A1 + A2>Level 2                                                                                                                                                                                                                                                                                                                                                                               | <b>Project Stage</b>   | Course of Construction                                                          |
| <b>Cost Impact</b>     | No                                                                                                                                                                                                                                                                                                                                                                                                           | <b>Schedule Impact</b> | No                                                                              |
| <b>Spec Section</b>    | 28 1000 - Access Control                                                                                                                                                                                                                                                                                                                                                                                     | <b>Cost Code</b>       |                                                                                 |
| <b>Drawing Number</b>  |                                                                                                                                                                                                                                                                                                                                                                                                              | <b>Reference</b>       |                                                                                 |
| <b>Linked Drawings</b> | <a href="#">E-500</a>                                                                                                                                                                                                                                                                                                                                                                                        |                        |                                                                                 |
| <b>Received From</b>   | Patrick Andrews (AOW Construction)                                                                                                                                                                                                                                                                                                                                                                           |                        |                                                                                 |
| <b>Copies To</b>       | Patrick Andrews (AOW Construction), Bruce Boice (AOW Construction), Turner Bradford, PE (McFarland-Johnson Inc), Al Burgazoli (AOW Construction), Ozlem Kizilkaya (Fennick McCredie Architecture), John LaClair, PE (Albany County Airport Authority), Joe Sirkovich (Fennick McCredie Architecture), Melissa Vaillancourt, AIA (Fennick McCredie Architecture), Robert Wagner (Turner Construction Company) |                        |                                                                                 |

### Activity

|                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|--------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Question</b>          | <p><b>Question from Alysia Sanichar AOW Construction on Thursday, Oct 17, 2024 at 08:14 AM EDT</b></p> <p>DIV 281000 2.3 E states Alarm Sounders @ 85 dB. Contract drawing E-500 detail 4 does not indicate a sounder on this detail and where is should go i.e. which side of the door. Please indicate if an alarm sounder is required and to match the facilities preferred product what that product line is.</p> <p><b>Attachments</b><br/>DLC RFI-002 9-13-24.pdf</p>                                                                                                                                                                           |
| <b>Official Response</b> | <p><b>Response from Chris Perry McFarland-Johnson Inc on Wednesday, Nov 20, 2024 at 07:10 PM EST</b></p> <p>Install alarm sounders at Gates A1-A6 doors. Locate alarm sounders on the terminal side of the doors.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <b>Official Response</b> | <p><b>Response from Joe Sirkovich Fennick McCredie Architecture on Monday, Nov 11, 2024 at 02:10 PM EST</b></p> <p>The spec calls out for an alarm sounder, these are preferential to the client on how they handle emergency situations (whether the alarm is audible or not), typically these are only used on doors with a crash bar that lead to a different secure zone, for emergency situations where the door also acts as the life safety path.</p> <p>This may be a discussion with the airport on if they already have alarm sounders on certain doors, who the existing manufacturer is, and if they want it on any of the new doors.</p> |

**RFI #032 - Alarm Sounder Clarification**

**All Replies**

**Response from Chris Perry McFarland-Johnson Inc** on *Wednesday, Nov 20, 2024 at 07:10 PM EST*

Install alarm sounders at Gates A1-A6 doors. Locate alarm sounders on the terminal side of the doors.

**Response from Joe Sirkovich Fennick McCredie Architecture** on *Monday, Nov 11, 2024 at 02:10 PM EST*

The spec calls out for an alarm sounder, these are preferential to the client on how they handle emergency situations (whether the alarm is audible or not), typically these are only used on doors with a crash bar that lead to a different secure zone, for emergency situations where the door also acts as the life safety path.

This may be a discussion with the airport on if they already have alarm sounders on certain doors, who the existing manufacturer is, and if they want it on any of the new doors.



# Request for Information

## DLC Electric LLC

|                                            |                                 |
|--------------------------------------------|---------------------------------|
| <b>PROJECT:</b> Albany Airport Concourse A | <b>DATE:</b> 9/13/24            |
|                                            | <b>CONTRACT NO.</b>             |
| <b>CONTRACTOR:</b> AOW Associates          | <b>CONTRACT FOR:</b> Electrical |

### REQUESTED BY

|                                                              |  |
|--------------------------------------------------------------|--|
| <input checked="" type="checkbox"/> Contractor: DLC ELECTRIC |  |
| Date: 9/13/24                                                |  |
| Contractor RFI#: 002                                         |  |

### REQUEST

|                                                    |                              |               |
|----------------------------------------------------|------------------------------|---------------|
| Subject/Title:                                     |                              |               |
| Date Response Needed: 10/4/24                      |                              |               |
| Attachments: JCI RFI-001                           | Diagram #                    |               |
| Reference Drawings : E-500                         | Spec. Detail(s)/Paragraph(s) | Detail(s)     |
| <b>Question:</b>                                   |                              |               |
| Please see attached RFI-001 from Johnson Controls. |                              |               |
| By: Steve Mohan                                    |                              | Date: 9/13/24 |

### RESPONSE:

|                    |            |
|--------------------|------------|
| Reference Attached | Sketch No. |
| <b>Response:</b>   |            |
|                    |            |
|                    |            |

|     |       |
|-----|-------|
| By: | Date: |
|-----|-------|



Request for Information

**Job Name:** ALBANY AIRPORT CONCOURSE A RENO      **Job Number:** 4N66-0120  
**Contractor:** DLC ELECTRIC      **Requested By:** JOHNSON CONTROLS  
**Attention:**  
**RFI Number:** RFI-01      **Date:** August 23, 2024  
**Specification Number:** DIV281000

Sketch (If Required)

**Drawing:**      **Rev:**  
**System:** ACCESS  
**Location:**      **Bldg:** CONCOURSE A  
                          **Level:** \_\_\_\_\_  
**Other Drawing Affected:**  
                          **No:** \_\_\_\_\_  
**Cost Impact:**     Yes     No  
**Time Delay:**      Yes     No

Description of Problem:

DIV 281000 2.3 E states Alarm Sounders @ 85 dB. Contract drawing E-500 detail 4 does not indicate a sounder on this detail and where is should go i.e. which side of the door. Please indicate if an alarm sounder is required and to match the facilities preferred product what that product line is.

Resolution of Problem:

**Accepted:**      **GC/CM:** \_\_\_\_\_      **Date:** \_\_\_\_\_  
                          **ARCH./ENG:** \_\_\_\_\_      **Date:** \_\_\_\_\_

Albany International Airport

Concourse A Rehabilitation

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**1.8**     FIELD CONDITIONS

- A. Maintain field conditions within manufacturer's required service conditions during and after installation.

**1.9**     WARRANTY

- A. Provide minimum one year manufacturer warranty covering repair or replacement due to defective materials or workmanship.

**PART 2**   PRODUCTS**2.1**     MANUFACTURERS

- A. Access Control Units - Basis of Design: New equipment shall match airport standard.

**2.2**     ACCESS CONTROL SYSTEM REQUIREMENTS

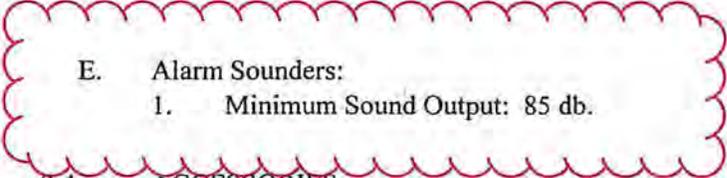
- A. Provide modifications and extensions to existing access control system consisting of required equipment, conduit, boxes, wiring, connectors, hardware, supports, accessories, software, system programming, etc. as necessary for a complete operating system that provides the functional intent indicated.
  - 1. Existing access control devices shall be removed and returned to owner for storage.
  - 2. Existing device boxes and cabling to remain and be maintained for reinstallation in the same location.
  - 3. Phase removal and reinstallation of access control devices as required to accommodate any wall work that requires the removal of existing wall mounted devices. The intent is for the existing access control system to remain functional at all times. Any downtime shall be minimized and coordinated with the Airport and existing security provider.
  - 4. Security Maintenance Provider: Johnson Controls Inc.
- B. Provide products listed, classified, and labeled as suitable for the purpose intended.
  - 1. Access Control Units and Readers: Listed and labeled as complying with UL 294.

**2.3**     ACCESS CONTROL POINT PERIPHERALS

- A. Provide devices compatible with control units and software.
- B. Provide devices suitable for operation under the service conditions at the installed location.
- C. Readers and Keypads:
  - 1. General Requirements:
    - a. Provide readers compatible with the existing access control system and credentials to be used.
    - b. Color: To be selected by Architect from manufacturer's available standard colors.
- D. Door Locking Devices (Electric Strikes and Magnetic Locks): Comply with Section 08 7100.

## Albany International Airport

## Concourse A Rehabilitation

- 
- E. Alarm Sounders:
    - 1. Minimum Sound Output: 85 db.

2.4 ACCESSORIES

- A. Provide components as indicated or as required for connection of access control system to devices and other systems indicated.
- B. Provide cables as indicated or as required for connections between system components.
- C. Provide accessory racks/cabinets as indicated or as required for equipment mounting.

PART 3 EXECUTION3.1 EXAMINATION

- A. Verify that field measurements are as indicated.
- B. Verify that ratings and configurations of system components are consistent with the indicated requirements.
- C. Verify that mounting surfaces are ready to receive system components.
- D. Verify that branch circuit wiring installation is completed, tested, and ready for connection to system.
- E. Verify that conditions are satisfactory for installation prior to starting work.

3.2 INSTALLATION

- A. Install access control system in accordance with NECA 1 (general workmanship).
- B. Install products in accordance with manufacturer's instructions.
- C. Wiring Method: Unless otherwise indicated, use wiring in conduit.
  - 1. Use suitable listed cables in wet locations, including underground raceways.
  - 2. Use suitable listed cables for vertical riser applications.
  - 3. Conduit: Comply with Section 26 0533.13.
  - 4. Do not exceed manufacturer's recommended maximum cable length between components.
- D. Provide grounding and bonding in accordance with Section 26 0526.
- E. Identify system wiring and components in accordance with Section 26 0553.

3.3 FIELD QUALITY CONTROL

- A. Provide services of a manufacturer's authorized representative to perform inspection and testing. Include manufacturer's detailed testing procedures and field reports with submittals.





TCCo New York North  
 1 Computer Drive South  
 Albany, New York 12205  
 P: (518) 432-0277  
 F: (518) 432-0279

Expansion  
 737 Albany Shaker Rd.  
 Albany, New York 12211

### RFI #080: Door Sounders

|                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                        |                                                                                 |
|------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------|---------------------------------------------------------------------------------|
| <b>Status</b>          | Open                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                        |                                                                                 |
| <b>To</b>              | Ozlem Kizilkaya (Fennick McCredie Architecture)<br>Melissa Vaillancourt, AIA (Fennick McCredie Architecture)<br>Joe Sirkovich (Fennick McCredie Architecture)                                                                                                                                                                                                                                                                                                                                                                                    | <b>From</b>            | Alysia Sanichar (AOW Construction)<br>30 Essex Street<br>Albany, New York 12206 |
| <b>Date Initiated</b>  | Jan 22, 2025                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | <b>Due Date</b>        | Feb 11, 2025                                                                    |
| <b>Location</b>        | Phase 1: Gates A1 + A2>Level 2                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | <b>Project Stage</b>   | Course of Construction                                                          |
| <b>Cost Impact</b>     | Yes (Unknown)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | <b>Schedule Impact</b> | Yes (Unknown)                                                                   |
| <b>Spec Section</b>    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | <b>Cost Code</b>       |                                                                                 |
| <b>Drawing Number</b>  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | <b>Reference</b>       |                                                                                 |
| <b>Linked Drawings</b> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                        |                                                                                 |
| <b>Received From</b>   | Patrick Andrews (AOW Construction)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                        |                                                                                 |
| <b>Copies To</b>       | Patrick Andrews (AOW Construction), Bruce Boice (AOW Construction), Turner Bradford, PE (McFarland-Johnson Inc), Al Burgazoli (AOW Construction), Zack Geddies (Albany County Building Department), Ozlem Kizilkaya (Fennick McCredie Architecture), Natram Lackraj (Turner Construction Company), John LaClair, PE (Albany County Airport Authority), Alysia Sanichar (AOW Construction), Joe Sirkovich (Fennick McCredie Architecture), Melissa Vaillancourt, AIA (Fennick McCredie Architecture), Robert Wagner (Turner Construction Company) |                        |                                                                                 |

#### Activity

**Question**

Question from Alysia Sanichar AOW Construction on Wednesday, Jan 22, 2025 at 02:14 PM EST

We have not received an answer to **RFI #032: Alarm Sounder Clarification** and need a response. If these are required, we need product specifications: Are these installed in the door hardware, is delayed egress required, is this required to be a remote arm / disarm, does this activate an electronic strike or hardware trim?

*Awaiting an Official Response*

**PCO-055**



**Change Request**

To: Robert Wagner  
Turner Construction Company  
1 Computer Drive South  
Albany, NY 12205

Number: COR 055  
Date: 6/6/25  
Job: 24-00048 AIA Concourse A Rehab

Reason: Owner Request

We are pleased to offer the following specifications and pricing to make the following changes:

**Detailed Description**  
COR-055 - PCO-055 RFI-079 Laminated Sheetrock - This change order covers the removal of existing laminated plywood and sheetrock assemblies at Column Line 1 on the west side of the concourse and reinstallation of gwb with taping and finishing by subcontractor Atlantic. Additionally, this work involved the topping off and proper termination of the fire-rated wall at Stair P to maintain compliance with code.

| Pricing Summary |                  |               |                    |
|-----------------|------------------|---------------|--------------------|
|                 | AOW Materials    |               | \$ 527.00          |
|                 | Scissor Lifts    |               | \$ 399.00          |
|                 | AOW Labor        |               | \$ 1,756.00        |
|                 | Atlantic         |               | \$ 572.00          |
|                 |                  | Subtotal:     | \$ 3,254.00        |
|                 | Bond             | 0.50%         | \$ 18.00           |
|                 | OH&P on AOW Work | 15.00%        | \$ 402.00          |
|                 | OH&P on Sub Work | 5.00%         | \$ 26.00           |
|                 |                  | <b>Total:</b> | <b>\$ 3,701.00</b> |

If you have any questions, please contact me at 518-482-3400.

Submitted by: Patrick Andrews  
AOW Construction, LLC

Cc: Alysia Sanichar (AOW Construction, LLC)

Approved by AOW CONSTRUCTION, LLC.:

Approved: Al Burgazoli  
Date: 6/10/2025

Approved by ARCHITECT:

Approved: \_\_\_\_\_  
Date: \_\_\_\_\_

Approved by OWNER:

Approved: \_\_\_\_\_  
Date: \_\_\_\_\_

DS  
AE      DS  
PH



24-0048 Albany Airport Concourse A Rehab  
 COR 055 PCO-055 RFI-079 Laminated Sheetrock

**PCO-055 Rec'd TCCo 06.11.25**

30 Essex Street  
 Albany, NY 12206  
 T 518-482-3400  
 F 518-482-3444

| <u>AOW Labor</u>              | Regular Hours | Regular Rate | Total              |
|-------------------------------|---------------|--------------|--------------------|
| AOW Labor (Superintendent)    |               | \$ 94.00     | \$ -               |
| AOW Labor (Project Manager)   |               | \$ 95.00     | \$ -               |
| AOW Labor (Carpenter Foreman) |               | \$ 90.00     | \$ -               |
| AOW Labor (Carpenter)         | 16            | \$ 88.00     | \$ 1,408.00        |
| AOW Labor (Laborer Foreman)   |               | \$ 90.00     | \$ -               |
| AOW Labor (Laborer)           | 4             | \$ 87.00     | \$ 348.00          |
| <b>AOW Labor Total:</b>       |               |              | <b>\$ 1,756.00</b> |

| <u>AOW Material</u>        | Quantity | Units | \$/Unit  | Cost/Item |                  |
|----------------------------|----------|-------|----------|-----------|------------------|
| Type X Drywall 5/8"        | 576      | sq.ft | \$ 0.62  | \$ 357.12 | \$ 357.12        |
| Fasteners                  | 1        | LS    | \$ 25.00 | \$ 25.00  | \$ 25.00         |
| 3-5/8 Metal Track          | 20       | LF    | \$ 1.63  | \$ 32.60  | \$ 32.60         |
| 3-5/8 Metal Stud           | 32       | LF    | \$ 1.63  | \$ 52.16  | \$ 52.16         |
| Fire Barrier Sealant       | 1        | Tube  | \$ 14.98 | \$ 14.98  | \$ 14.98         |
| 2" Fire Tape               | 1        | Roll  | \$ 44.90 | \$ 44.90  | \$ 44.90         |
| Dump Fees                  | 800      | LBS   | \$ 0.10  | \$ 80.00  | \$ 80.00         |
| <b>AOW Material Total:</b> |          |       |          |           | <b>\$ 526.76</b> |

| <u>AOW Tool Rentals</u>       | Quantity | Units | \$/Unit   | Cost/Item |                  |
|-------------------------------|----------|-------|-----------|-----------|------------------|
| Lift (MWEP)                   | 3        | Day   | \$ 133.00 | \$ 399.00 | \$ 399.00        |
|                               |          |       |           |           | \$ -             |
| <b>AOW Tool Rental Total:</b> |          |       |           |           | <b>\$ 399.00</b> |

**AOW Subtotal: \$ 2,681.76**

| <u>Subcontractors</u>       | Subcontractor | Costs            | 10% Mark-up     |                  |
|-----------------------------|---------------|------------------|-----------------|------------------|
| Atlantic Contracting        | \$ 520.29     | \$ 52.03         | \$ 572.32       |                  |
|                             |               | \$ -             | \$ -            |                  |
|                             |               | \$ -             | \$ -            |                  |
|                             |               | \$ -             | \$ -            |                  |
| <b>Subcontractor Total:</b> |               | <b>\$ 520.29</b> | <b>\$ 52.03</b> | <b>\$ 572.32</b> |

**Subtotal All Categories: \$ 3,254.08**

|       |                            |                    |
|-------|----------------------------|--------------------|
| 15.0% | AOW OH&P on Self-Performed | \$ 402.26          |
| 5.0%  | AOW OH&P on Sub costs      | \$ 26.01           |
|       | <b>Subtotal:</b>           | <b>\$ 3,682.36</b> |
| 0.5%  | Bond                       | \$ 18.41           |

**Grand Total: \$ 3,700.77**









**SUBCONTRACTOR PROPOSAL**  
or / SUB of SUBCONTRACTOR

|                                                                                                                                                               |                                                                                                                                          |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------|
| Subcontractor Name: <u>Atlantic Contracting &amp; Specialties, LLC</u><br>Address: <u>1 Harrison Street</u><br><u>Troy, NY 12180</u><br><u>(518) 275-2715</u> | Date: <u>4/22/2025</u><br>Field Order No.: _____<br>Change Proposal No.: _____<br><small>rate form for <u>each</u> Subcontractor</small> |
| Telephone No.: _____                                                                                                                                          |                                                                                                                                          |

| A. LABOR                                                                         |          |       |            |                  | FOR SUCF USE ONLY |
|----------------------------------------------------------------------------------|----------|-------|------------|------------------|-------------------|
| WORK DESCRIPTION                                                                 | Trade    | Hours | Total Rate | Total Labor Cost | SUCF REVISIONS    |
| 1 journeyman - taping                                                            | Painter  | 6.5   | \$ 75.37   | \$ 489.91        |                   |
|                                                                                  |          |       |            | \$ -             |                   |
| <small>Total from additional Labor Worksheet Extension(s) if required</small>    |          |       |            |                  |                   |
| <b>TOTAL SUBCONTRACTOR LABOR</b>                                                 |          |       |            | \$ 489.91        |                   |
| B. MATERIAL / EQUIPMENT RENTAL                                                   |          |       |            |                  |                   |
| MATERIAL DESCRIPTION                                                             | Quantity | Unit  | Unit Cost  | Material Cost    |                   |
| Joint compound                                                                   | 1        | pail  | \$ 25.81   | \$ 25.81         |                   |
| Tape                                                                             | 1        | roll  | \$ 4.57    | \$ 4.57          |                   |
| <small>Total from additional Material Worksheet Extension(s) if required</small> |          |       |            |                  |                   |
| <b>TOTAL SUBCONTRACTOR MATERIAL</b>                                              |          |       |            | \$ 30.38         |                   |
| C. EQUIPMENT <small>(From Equipment Expense Proposal)</small>                    |          |       |            |                  |                   |
| <b>TOTAL SUBCONTRACTOR EQUIPMENT</b>                                             |          |       |            | \$ -             |                   |
| D. SUMMARY                                                                       |          |       |            |                  |                   |
| Total Labor, Material, Equipment (A+B+C)                                         |          |       |            | \$ 520.29        |                   |
| No Mark-up on Sub Of Sub 10%                                                     |          |       |            | \$ 52.03         |                   |
| Total Premium Portion of O.T.                                                    |          |       |            |                  |                   |
| <b>TOTAL SUBCONTRACTOR PROPOSAL</b>                                              |          |       |            |                  |                   |
|                                                                                  |          |       |            | \$ 572.32        |                   |

Subcontractor Signature \_\_\_\_\_

Name & Title (Please type or print.) \_\_\_\_\_

\_\_\_\_\_ Date



Turner Construction Company  
1 Computer Drive South  
Albany, New York 12205

January 28, 2025

Mr. Patrick Andrews  
AOW Construction  
Project Manager  
30 Essex Street  
Albany, NY 12206

RE: Albany County Airport Authority  
PCO-055 RFI-079 Laminated Sheetrock

Dear Mr. Andrews,

Please provide pricing for PCO-055 RFI-079 Laminated Sheetrock. See attached RFI-079: Laminated Sheetrock, for further clarification on scope of changes. Pricing to include but not limited to removal of wood laminate, removal of gypsum wall board and adhesive, and replacement of GWB plus patch and paint. Submit pricing on this item no later than next Tuesday, February 4th, 2025.

Please feel free to contact me if you have any questions regarding this request.

Sincerely,

*Brian McNeil*

Brian McNeil  
Project Engineer  
Turner Construction Company



TCCo New York North  
 1 Computer Drive South  
 Albany, New York 12205  
 P: (518) 432-0277  
 F: (518) 432-0279

Expansion  
 737 Albany Shaker Rd.  
 Albany, New York 12211

### RFI #079: Laminated Sheetrock

**Status** Closed on 01/28/25

**To** Ozlem Kizilkaya (Fennick McCredie Architecture)  
 Melissa Vaillancourt, AIA (Fennick McCredie Architecture)  
 Joe Sirkovich (Fennick McCredie Architecture)

**From** Alysia Sanichar (AOW Construction)  
 30 Essex Street  
 Albany, New York 12206

**Date Initiated** Jan 22, 2025 **Due Date** Feb 11, 2025

**Location** **Project Stage** Course of Construction

**Cost Impact** Yes (Unknown) **Schedule Impact** Yes (Unknown)

**Spec Section** 09 7800 - Interior Wall Paneling **Cost Code**

**Drawing Number** **Reference**

**Linked Drawings** [A-102A](#)

**Received From** Patrick Andrews (AOW Construction)

**Copies To** Patrick Andrews (AOW Construction), Bruce Boice (AOW Construction), Turner Bradford, PE (McFarland-Johnson Inc), Al Burgazoli (AOW Construction), Zack Geddies (Albany County Building Department), Ozlem Kizilkaya (Fennick McCredie Architecture), Natram Lackraj (Turner Construction Company), John LaClair, PE (Albany County Airport Authority), Alysia Sanichar (AOW Construction), Joe Sirkovich (Fennick McCredie Architecture), Melissa Vaillancourt, AIA (Fennick McCredie Architecture), Robert Wagner (Turner Construction Company)

#### Activity

**Question** **Question from Alysia Sanichar AOW Construction on Wednesday, Jan 22, 2025 at 02:15 PM EST**

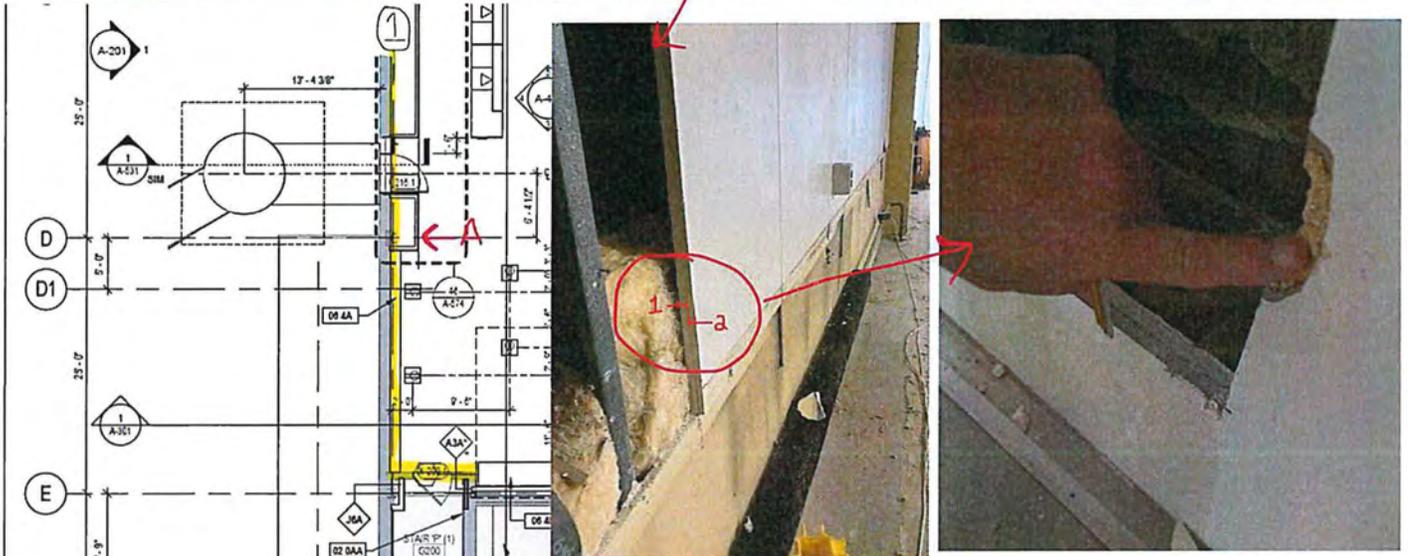
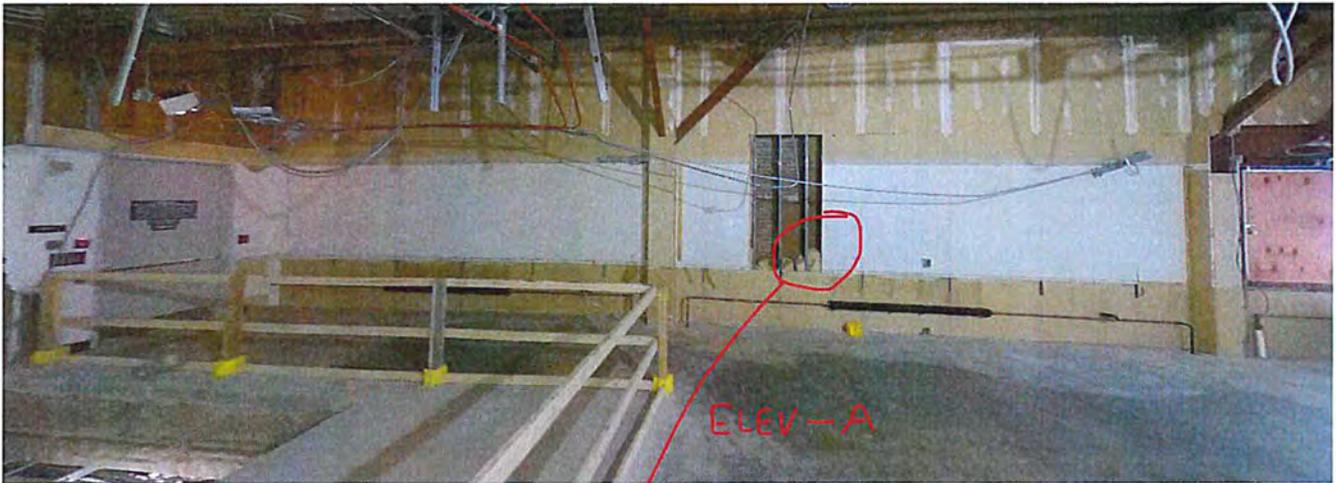
The wall on column line-1, and possibly in other phases, is a composition of wall board with a laminated wood panel glued to the wall board. Contract drawings show this wall remaining in place. Please advise what if any action should be taken.

**Attachments**  
 Laminated Sheetrock.pdf

**Official Response** **Response from Joe Sirkovich Fennick McCredie Architecture on Monday, Jan 27, 2025 at 04:21 PM EST**

This item was discussed with on site with Matt Mokey on 1/24. Matt and I agreed that removing the particle board is acceptable in this area.  
 Joe Sirkovich

ocesign Envelope ID: 0AE3AB62-0744-4EB1-A626-E5EE903FFA8A



**PCO-070**



*Change Request*

**To:** Robert Wagner  
Turner Construction Company  
1 Computer Drive South  
Albany, NY 12205

**Number:** COR 070  
**Date:** 6/27/25  
**Job:** 24-00048 AIA Concourse A Rehab

Reason: Owner Request

We are pleased to offer the following specifications and pricing to make the following changes:

**Detailed Description**  
4 x 4 Acoustical ceiling system (ACT-5) in lieu of GWB ceiling system in main walkway area through Terminal A and corridor towards CNBC gift shop. GWB, finish taping and paint bottom and side of soffits. Adjust lighting, HVAC diffusers and Sprinkler heads to ACT system in lieu of GWB system. Custom made axiom wall angle.

This COR does NOT include access panels in wood baffle ceiling as that is still being coordinated.

This COR does Not include work associated with security grate at column line H1, furnish and install security grate, wall and soffit framing, GWB, taping and painting. Work associated with wood ceiling access, sliding security grate, soffit and wall will be included in AOW's COR response to PCO-071.

**Pricing Summary**

|  |                                    |               |
|--|------------------------------------|---------------|
|  | <b>AOW Materials</b>               | \$ 46,231.00  |
|  | <b>Lift Rental</b>                 | \$ 1,608.00   |
|  | <b>AOW Labor</b>                   | \$ 23,323.00  |
|  | <b>Atlantic</b>                    | \$ 14,320.00  |
|  | <b>Eckert Mechanical</b>           | \$ 1,727.00   |
|  | <b>Absolute Fire</b>               | \$ 5,332.00   |
|  | <b>DLC Electric</b>                | \$ 7,965.00   |
|  | <b>Subtotal:</b>                   | \$ 100,507.00 |
|  | <b>Bond 0.50%</b>                  | \$ 563.00     |
|  | <b>OH&amp;P on AOW Work 15.00%</b> | \$ 10,674.00  |
|  | <b>OH&amp;P on Sub Work 5.00%</b>  | \$ 1,334.00   |
|  | <b>Total:</b>                      | \$ 113,078.00 |



*Change Request*

To: Robert Wagner  
Turner Construction Company  
1 Computer Drive South  
Albany, NY 12205

Number: COR 070  
Date: 6/27/25  
Job: 24-00048 AIA Concourse A Rehab

If you have any questions, please contact me at 518-482-3400.

Submitted by: Patrick Andrews  
AOW Construction, LLC

Cc:  
Alysia Sanichar (AOW Construction, LLC)

Approved by AOW CONSTRUCTION, LLC.:

Approved: Al Burgazoli  
Date: 6/30/2025

Signed by  
EAA73FEA455F407...

DS  
*pl*

Approved by ARCHITECT:

Approved: \_\_\_\_\_  
Date: \_\_\_\_\_

Approved by OWNER:

Approved: \_\_\_\_\_  
Date: \_\_\_\_\_



24-0048 Albany Airport Concourse A Rehab  
 COR-070 PCO-070 ASI-023 Level 2 Accessible Ceiling Revision

**PCO-070 Rec'd TCCo 06.30.25**

30 Essex Street  
 Albany, NY 12206  
 T 518-482-3400  
 F 518-482-3444

| <u>AOW Labor</u>              | Regular Hours | Regular Rate | Total               |
|-------------------------------|---------------|--------------|---------------------|
| AOW Labor (Superintendent)    |               | \$ 94.00     | \$ -                |
| AOW Labor (Project Manager)   |               | \$ 95.00     | \$ -                |
| AOW Labor (Carpenter Foreman) | 131.03        | \$ 90.00     | \$ 11,792.70        |
| AOW Labor (Carpenter)         | 131.03        | \$ 88.00     | \$ 11,530.64        |
| AOW Labor (Laborer Foreman)   |               | \$ 90.00     | \$ -                |
| AOW Labor (Laborer)           |               | \$ 87.00     | \$ -                |
| <b>AOW Labor Total:</b>       |               |              | <b>\$ 23,323.34</b> |

| <u>AOW Material</u>        | Quantity | Units | \$/Unit      | Cost/Item    |                     |
|----------------------------|----------|-------|--------------|--------------|---------------------|
| See AOW estimate           | 1        | LS    | \$ 46,230.58 | \$ 46,230.58 | \$ 46,230.58        |
|                            |          |       | \$ -         | \$ -         | \$ -                |
|                            |          |       | \$ -         | \$ -         | \$ -                |
| <b>AOW Material Total:</b> |          |       |              |              | <b>\$ 46,230.58</b> |

| <u>AOW Tool Rentals</u>       | Quantity | Units | \$/Unit   | Cost/Item   |                    |
|-------------------------------|----------|-------|-----------|-------------|--------------------|
| 2 lifts x 3 weeks             | 6        | weeks | \$ 268.00 | \$ 1,608.00 | \$ 1,608.00        |
|                               |          |       | \$ -      | \$ -        | \$ -               |
| <b>AOW Tool Rental Total:</b> |          |       |           |             | <b>\$ 1,608.00</b> |

**AOW Subtotal: \$ 71,161.92**

| <u>Subcontractors</u>       | Subcontractor | Costs               | 10% Mark-up        |                     |
|-----------------------------|---------------|---------------------|--------------------|---------------------|
| Atlantic                    | \$ 13,018.43  | \$ 1,301.84         | \$ 14,320.27       |                     |
| Eckert                      | \$ 1,570.32   | \$ 157.03           | \$ 1,727.35        |                     |
| Absolute                    | \$ 4,847.63   | \$ 484.76           | \$ 5,332.39        |                     |
| DLC                         | \$ 7,240.91   | \$ 724.09           | \$ 7,965.00        |                     |
| <b>Subcontractor Total:</b> |               | <b>\$ 26,677.29</b> | <b>\$ 2,667.73</b> | <b>\$ 29,345.02</b> |

**Subtotal All Categories: \$ 100,506.94**

|       |                            |                      |
|-------|----------------------------|----------------------|
| 15.0% | AOW OH&P on Self-Performed | \$ 10,674.29         |
| 5.0%  | AOW OH&P on Sub costs      | \$ 1,333.86          |
|       | <b>Subtotal:</b>           | <b>\$ 112,515.09</b> |
| 0.5%  | Bond                       | \$ 562.58            |

**Grand Total: \$ 113,077.67**



Building: Albany Highrise - Atrium

Architects:

Estimate Number: 24-048

Estimator:

Date: 4-23-25

| Description of Work                                                                      | Total Estimated Quantity    | Unit Price M'l.  | Total Estimated Material Cost | Unit Price Labor | Total Estimated Labor Cost    |
|------------------------------------------------------------------------------------------|-----------------------------|------------------|-------------------------------|------------------|-------------------------------|
| <u>Delete GWB ceiling and Support System</u>                                             |                             |                  |                               |                  |                               |
| 650 Mains                                                                                | (1,320 <sup>lf</sup> )      | 1.33             | (1,742 <sup>40</sup> )        | 1.33             | (1,782 <sup>-</sup> )         |
| 650 Tees                                                                                 | (2,639 <sup>lf</sup> )      | 1.33             | (3,483 <sup>48</sup> )        | 1.33             | (3,562 <sup>60</sup> )        |
| Angle - 2x2                                                                              | (811 <sup>lf</sup> )        | .67              | (543 <sup>23</sup> )          | .50              | (405 <sup>50</sup> )          |
| Wires/Access                                                                             | (330 <sup>ea</sup> )        | 2 <sup>-</sup>   | (660 <sup>-</sup> )           | -                | -                             |
| 1/2" GWB                                                                                 | (5,806 <sup>lf</sup> )      | .55              | (3,193 <sup>30</sup> )        | 2.00             | (11,786 <sup>lf</sup> )       |
| unload / DUT                                                                             | (5,806 <sup>lf</sup> )      | -                | -                             | .20              | (1,161 <sup>20</sup> )        |
| <u>GWB on Backside and Bottom of Soffit</u>                                              |                             |                  |                               |                  |                               |
| <del>540<sup>lf</sup> x 1<sup>6</sup> = 864 x 1.1 =</del> Floor GWB                      | <del>950<sup>lf</sup></del> | .82              | <del>777<sup>-</sup></del>    | 2.96             | <del>2,812<sup>-</sup></del>  |
| 270 lf 405 lf                                                                            | 446 lf                      |                  | 365.72                        |                  | 1,320.16                      |
| <del>540<sup>lf</sup> x 1<sup>6</sup> = 864 x 1.1 =</del> GWB                            | <del>594<sup>lf</sup></del> | .55              | <del>326<sup>20</sup></del>   | 2.96             | <del>1,758<sup>lf</sup></del> |
| 270 lf 270 lf                                                                            | 297 lf                      |                  | 163.35                        |                  | 879.12                        |
| unload / DUT                                                                             | 1,544 <sup>lf</sup>         | -                | -                             | .20              | 308 <sup>80</sup>             |
| <u>Additional Framing, GWB and axion at vertical soffit intersections 6" radius curb</u> |                             |                  |                               |                  |                               |
| 3 1/2" x 16 <sup>80</sup> =                                                              | 5 <sup>ea</sup>             | 10 <sup>-</sup>  | 50 <sup>-</sup>               | 178 <sup>-</sup> | 890 <sup>-</sup>              |
|                                                                                          | 5 <sup>ea</sup>             | 50 <sup>64</sup> | 253 <sup>20</sup>             | 44 <sup>50</sup> | 222 <sup>50</sup>             |



Building: \_\_\_\_\_

Architects: \_\_\_\_\_

Estimate Number: \_\_\_\_\_

Estimator: \_\_\_\_\_

Date: \_\_\_\_\_

| Description of Work                                                                       | Total Estimated Quantity | Unit Price M <sup>2</sup> /l. | Total Estimated Material Cost | Unit Price Labor | Total Estimated Labor Cost |
|-------------------------------------------------------------------------------------------|--------------------------|-------------------------------|-------------------------------|------------------|----------------------------|
| <u>Furnish and Install ACT-5, 4x4 tile</u>                                                |                          |                               |                               |                  |                            |
| Curved Axion Angle                                                                        | 531 <sup>lf</sup>        | 16 <sup>88</sup>              | 8,963 <sup>28</sup>           | 6 <sup>94</sup>  | 3,685 <sup>14</sup>        |
| Straight Axion Angle                                                                      | 280 <sup>lf</sup>        | 8 <sup>23</sup>               | 2,304 <sup>40</sup>           | 6 <sup>94</sup>  | 1,943 <sup>20</sup>        |
| 1,358 <sup>lf</sup> x 1.10 = 1,494 <sup>lf</sup> = 125 <sup>sq</sup> 20/10 12' Mains      | 1,680 <sup>lf</sup>      | 2 <sup>03</sup>               | 3,410 <sup>40</sup>           | 2 <sup>71</sup>  | 4,552 <sup>80</sup>        |
| 355 <sup>lf</sup> x 1.05 = 373 <sup>lf</sup> balcon 4' Tiles                              | 1,680 <sup>lf</sup>      | 1 <sup>96</sup>               | 3,292 <sup>80</sup>           | 2 <sup>71</sup>  | 4,552 <sup>80</sup>        |
| Grid Accessories                                                                          | 420 <sup>sq</sup>        | 2 <sup>-</sup>                | 840 <sup>-</sup>              | -                | -                          |
| 391 <sup>lf</sup> x 1.01 = 430 <sup>lf</sup> 72 <sup>lf</sup> x 96 <sup>lf</sup> 4x4 Tile | 6,912 <sup>lf</sup>      | 5 <sup>21</sup>               | 36,011 <sup>52</sup>          | 2 <sup>08</sup>  | 14,376 <sup>96</sup>       |
| Cur. Perimeter                                                                            | 811 <sup>lf</sup>        | -                             | -                             | 4 <sup>34</sup>  | 3,519 <sup>74</sup>        |
| Teg Tiles                                                                                 | 26 <sup>sq</sup>         | 78 <sup>23</sup>              | 1,566 <sup>46</sup>           | -                | -                          |
| Cur tile for light + Def                                                                  | 84 <sup>sq</sup>         | .50                           | 42 <sup>-</sup>               | 44 <sup>-</sup>  | 3,696 <sup>-</sup>         |
| Unload / Dist                                                                             | 6,912 <sup>lf</sup>      | -                             | -                             | .30              | 2,073 <sup>60</sup>        |
|                                                                                           |                          |                               | <del>46,807.21</del>          |                  | <del>25,694.25</del>       |
|                                                                                           |                          |                               | 46,230.58                     |                  | <del>46,807.21</del>       |
|                                                                                           |                          |                               |                               |                  | <del>72,501.46</del>       |
|                                                                                           |                          |                               |                               |                  | 23,323.82                  |
|                                                                                           |                          |                               |                               |                  | 46,230.58                  |
|                                                                                           |                          |                               |                               |                  | <u>69,553.90</u>           |

PCO-070 Rec'd TCCo 06.30.25 **Quote**

Whse: 613 Order: 613004008-00  
Company Number: 1



Branch 613  
86 RAILROAD AVE  
ALBANY, NY 12205-5902  
Ph: (518) 435-1111

Foundation Building Materials

Quotation expires 30 days from quote date

**Bill To: 354515**  
AOW CONSTRUCTION LLC  
30 ESSEX ST  
ALBANY NY 12206-2050  
(518) 482-3400

**Ship To: ALBAIR**  
ALBANY AIRPORT CONCOURSE  
737 ALBANY SHAKER RD  
ALBANY NY 12211-1001  
(518) 482-3400

|                       |            |              |
|-----------------------|------------|--------------|
| Order Number          | Order Date | Promise Date |
| 613004008-00          | 04/22/2025 | 04/29/2025   |
| Customer PO           |            |              |
| ACAA Concourse Change |            |              |
| Sales Rep             |            |              |
| Mucciolo, Michael     |            |              |
| Shipping Instructions | Page #     |              |
|                       | 1 of 1     |              |

|                  |              |           |                             |
|------------------|--------------|-----------|-----------------------------|
| Order Entered By | Ship Via     | Placed By | Job # / Name                |
| Leotta, Chris    | Est.Delivery | Patrick   | ACAA Concourse Change Order |

| LN                   | Qty Ordered       | Sell Unit | Product Code<br>Product Description                            | Weight | UOM Qty | UOM        | Price UOM (\$)     | Net Amount (\$)      |
|----------------------|-------------------|-----------|----------------------------------------------------------------|--------|---------|------------|--------------------|----------------------|
| 1                    | <del>63.00</del>  | CTN       | CTA3256B<br>ARM OPTIMA 4X4X1 TEG 9/16" (96'/CTN) WHT           | 2,684  | 6.048   | MSF<br>CTN | 5,210.00<br>500.16 | <del>3,310.08</del>  |
| 3                    | <del>9.00</del>   | CTN       | CGAXL76408<br>ARM SILHTE 1/8" REV 4' T XL 9/16 NO NT (60/C) WH | 495    | 2.160   | MLF        | 1,958.00           | <del>4,282.28</del>  |
| 4                    | <del>1.00</del>   | CTN       | CGA7889<br>ARM SHADOW MOLD 10' 9/16" X 1/4" (30/CTN) WH        | 43     | 0.300   | MLF<br>CTN | 1,063.00<br>346.90 | <del>318.90</del>    |
| 6                    | <del>9.00</del>   | CTN       | CGA76038<br>ARM SILHLT 12' ID MB 1/8 REV 4' NOTCH (20/CT) WH   | 486    | 2.160   | MLF<br>CTN | 2,030.00<br>487.20 | <del>4,384.80</del>  |
| 7                    | <del>550.00</del> | LF        | CGAXM7575CUR<br>ARM AXIOM WALL SHADOW MOLD CURVED (PER LF) WH  | 550    | 550.000 | LF         | 20.05              | <del>14,027.50</del> |
| <b>5 Lines Total</b> |                   |           |                                                                |        |         |            | Subtotal           | <del>51,470.56</del> |
|                      |                   |           |                                                                |        |         |            | Trans Chg 50       | <del>50.00</del>     |
|                      |                   |           |                                                                |        |         |            | Taxes              | <del>0.00</del>      |
|                      |                   |           |                                                                |        |         |            | <b>Total</b>       | <del>51,520.56</del> |

Total Weight on this order: 4,257.80

**MyFBM**  
Managing your orders  
and account has  
never been easier!



A signed purchase order is due within 30 days of the order date that appears on this quotation. Otherwise, we reserve the right to terminate this quotation and / or issue a replacement quote. A transportation surcharge will be applied for each delivered order. This quotation is conditioned upon buyer's acknowledgement and acceptance of FBM's terms and conditions located at <http://www.fbmsales.com/salesterms>. Any new, additional or different terms are rejected.

*For UNIT Prices Only*



Branch 613  
86 RAILROAD AVE  
ALBANY, NY 12205-5902  
Ph: (518) 435-1111

**Acknowledgement**

Whse: 613 Order: 613004049-00  
Company Number: 1

**Bill To: 354515**  
AOW CONSTRUCTION LLC  
30 ESSEX ST  
ALBANY NY 12206-2050  
(518) 482-3400

**Ship To: ALBAIR**  
ALBANY AIRPORT CONCOURSE  
737 ALBANY SHAKER RD  
  
ALBANY NY 12211-1001  
(518) 482-3400

|                              |                   |                     |
|------------------------------|-------------------|---------------------|
| <b>Order Number</b>          | <b>Order Date</b> | <b>Promise Date</b> |
| 613004049-00                 | 04/28/2025        | 05/30/2025          |
| <b>Customer PO</b>           |                   |                     |
| ALBANY AIRPORT               |                   |                     |
| <b>Sales Rep</b>             | <b>Page #</b>     |                     |
| Mucciolo, Michael            | 1 of 2            |                     |
| <b>Shipping Instructions</b> |                   |                     |
|                              |                   |                     |

|                         |                 |                  |                     |
|-------------------------|-----------------|------------------|---------------------|
| <b>Order Entered By</b> | <b>Ship Via</b> | <b>Placed By</b> | <b>Job # / Name</b> |
| Mucciolo, Michael       | Est.Delivery    | AL               |                     |

| LN                                                                                                                                | Qty Ordered | Sell Unit | Product and Description                                                                                                                                                                                                                                                                                                                                                                                         | Weight | UOM Qty | UOM | Price UOM (\$) | Net Amount (\$) |
|-----------------------------------------------------------------------------------------------------------------------------------|-------------|-----------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|---------|-----|----------------|-----------------|
| PW-02394694<br>PRICE INCREASES:<br>07/22/25 ADD 5% TO QUOTE PRICE<br>10/22/25 ADD 10.25% TO QUOTE PRICE<br>01/22/26 QUOTE INVALID |             |           |                                                                                                                                                                                                                                                                                                                                                                                                                 |        |         |     |                |                 |
| 1                                                                                                                                 | 531.00      | LF        | CGAAXM34CUR<br><b>ARM AXIOM WM 3/4" CURVED (LFT) WHITE</b>                                                                                                                                                                                                                                                                                                                                                      | 531.00 | 0       | LF  | 16.875 / 1.2   | 8,960.63        |
| 2                                                                                                                                 | 28.00       | PC        | CGAAXM34STR<br><b>ARM AXIOM WM 3/4" X 10' STRAIGHT (1 PC) WHITE</b>                                                                                                                                                                                                                                                                                                                                             | 28.000 |         | PC  | 82.5 / 8.25/ft | 2,310.00        |
| 3                                                                                                                                 | 1.00        |           | SPECIAL CONFIRMATION<br><b>.PLEASE SIGN AND (EMAIL)</b><br><br>Special order material CANNOT be returned & must be delivered and/or picked up within 30 days of FBM receiving the product.<br><br>Confirmed by: _____<br><br>Print: _____<br><br>Signature: _____<br><br>Date: _____<br><br>Expected Ship Date: _____<br><br>Material will not be ordered until this confirmation has been signed and returned. | 1.000  |         |     | 0.0            | 0.00            |
|                                                                                                                                   |             |           |                                                                                                                                                                                                                                                                                                                                                                                                                 |        |         |     |                | 0.00            |

*For Unit Prices Only*

|                      |                     |           |
|----------------------|---------------------|-----------|
| <b>3 Lines Total</b> | <b>Subtotal</b>     | 11,270.63 |
|                      | <b>Trans Chg 50</b> | 50.00     |
|                      | <b>Taxes</b>        | 0.00      |
|                      | <b>Total</b>        | 11,320.63 |

Total Weight on this order

Teg-Tab



Express checkout



OR

Contact

[Log in](#)

Email  
aburgazoli@aowconstruction.com

Email me with news and offers

Delivery

Country/Region  
United States

First name (optional)  
Al

Last name  
Burgazoli

Company (optional)  
AOW Construction

Address  
30 Essex St

Apartment, suite, etc. (optional)

City  
Albany

State  
New York

ZIP code  
12206

Phone (optional)  
1 (518) 857-7063

Shipping method



(C) Box 1 x 300 pcs | Grid: 9/16 | Reveal: 3/8 | Wall Mold: 15/16 \$138.00

Subtotal \$138.00

Shipping \$18.46

Total USD \$156.46

Teg Tabs



SUBCONTRACTOR PROPOSAL  
or / SUB of SUBCONTRACTOR

Subcontractor Name: Atlantic Contracting & Specialties, LLC  
 Address: 1 Harrison Street  
Troy, NY 12180  
 Telephone No.: (518) 275-2715

Date: 6/6/2025  
 Field Order ALB concourse A: ASI 023 R-1  
 Change Proposal No.: \_\_\_\_\_

| A. LABOR                                   |         |       |            |               | Notes                                        |
|--------------------------------------------|---------|-------|------------|---------------|----------------------------------------------|
| WORK DESCRIPTION                           | Trade   | Hours | Total Rate | Labor Cost    |                                              |
| Additional Soffit Taping                   | Taper   | 200   | \$ 75.37   | \$ 15,074.00  | 2 Journeymen x 2.5 Weeks                     |
| Additional Painting Soffits                | Painter | 24    | \$ 75.37   | \$ 1,808.88   | 1 Painter x 3 Days                           |
| Ceiling Credit Paint                       | Painter | -30   | \$ 75.37   | \$ (2,261.10) | Credit for not painting 5,806 sf of ceilings |
| Ceiling Credit Taper                       | Taper   | -60   | \$ 75.37   | \$ (4,522.20) | Credit for not taping 5,806 sf of ceilings   |
| Premium Portion of OT to Maintain Schedule |         | 90    | 30.8       | \$ 2,772.00   |                                              |
| <b>TOTAL SUBCONTRACTOR LABOR</b>           |         |       |            | \$ 10,099.58  |                                              |

| B. MATERIAL / EQUIPMENT RENTAL                                    |          |        |           |               |                                              |
|-------------------------------------------------------------------|----------|--------|-----------|---------------|----------------------------------------------|
| MATERIAL DESCRIPTION                                              | Quantity | Unit   | Unit Cost | Material Cost |                                              |
| Joint compound                                                    | 5        | pail   | \$ 25.81  | \$ 129.05     |                                              |
| Flex bead Tape                                                    | 1        | roll   | \$ 45.80  | \$ 45.80      |                                              |
| Arch corner bead                                                  | 65       | sticks | \$ 6.98   | \$ 453.70     |                                              |
| Additional Paint Soffits                                          | 7        | gallon | \$ 56.40  | \$ 394.80     |                                              |
| Ceiling Credit (Paint)                                            | -16      | gallon | \$ 56.40  | \$ (902.40)   | Credit for not painting 5,806 sf of ceilings |
| Ceiling Credit (Joint Compound)                                   | -10      | pail   | \$ 25.81  | \$ (258.10)   | Credit for not taping 5,806 sf of ceilings   |
| Total from additional Material Worksheet Extension(s) if required |          |        |           |               |                                              |
| <b>TOTAL SUBCONTRACTOR MATERIAL</b>                               |          |        |           | \$ (137.15)   |                                              |

| C. EQUIPMENT (From Equipment Expense Proposal)                     |          |      |           |                |  |
|--------------------------------------------------------------------|----------|------|-----------|----------------|--|
| EQUIPMENT DESCRIPTION                                              | Quantity | Unit | Unit Cost | Equipment Cost |  |
| 19' Scissor Lift Rental                                            | 2        | Week | \$ 268.00 | \$ 536.00      |  |
| Total from additional Equipment Worksheet Extension(s) if required |          |      |           |                |  |
| <b>TOTAL SUBCONTRACTOR EQUIPMENT</b>                               |          |      |           | \$ 536.00      |  |

| D. SUMMARY                               |  |    |           |
|------------------------------------------|--|----|-----------|
| Total Labor, Material, Equipment (A+B+C) |  | \$ | 10,498.43 |
| No Mark-up on Sub Of Sub 10%             |  | \$ | 1,049.84  |
| Total Premium Portion of O.T.            |  | \$ | 2,772.00  |
| <b>TOTAL SUBCONTRACTOR PROPOSAL</b>      |  | \$ | 14,320.27 |

Brendan Weinstein  
 Subcontractor Signature  
 \_\_\_\_\_  
 Brendan Weinstein - Account Manager  
 Name & Title (Please type or print.)

6/6/2025  
 Date

Corporate Offices  
1062 Central Avenue  
Albany, NY 12205

PCO-070 Rec'd TCCo 06.30.25

Phone: (518)459-4116  
Fax: (518)459-1208



## Quote Overview

To: AOW Construction, LLC  
30 Essex Street  
Albany, NY 12206

Job: ACAA Concourse A Rehabilitation  
Job # 720  
Our Change #: 720-007  
Owner Id: Albany County Airport Authority  
Date: 5/5/2025

Attention: Patrick Andrews, Project Manager

**Description:** Eckert Mechanical, LLC proposes the following cost change for the change in diffusers, as per ASI# 23. There is no price difference between the diffusers and no way to expedite these new diffusers. This cost increase is for the installation cost difference.

**TOTAL ADD: \$1,727.00**

**Exclusions:** Any work beyond what has been expressly indicated

**Quote is Valid for 15 Days**

- Time extension required: 2 calendar days.
- We will await your change order before proceeding
- This change has been verbally approved by: \_\_\_\_\_ and we will proceed with the understanding that your change order is immediately forthcoming

FROM: *Brian Martin*

Project Manager

Corporate Offices  
 1062 Central Avenue  
 Albany, NY 12205

Phone: (518)459-4116  
 Fax: (518)459-1208

**ECKERT**  
 MECHANICAL, LLC  
Quote Summary

**JOB NAME:** ACAA Concourse A Rehabilitation  
**JOB #:** 720  
**DATE:** 5/5/25  
**QUOTE #:** 720-007

**Material**

Sales Tax 0.00%

\$ -  
 MATERIAL TOTAL \$ -

**Field Labor**

**Journeyman - Site Supervision**      **Hours**      **Rate**  
 0.00 hours      \$      106.29

\$ -  
 \$ -  
 \$ -  
 \$ -  
 \$ -  
 \$ -  
 LABOR TOTAL \$ -

**Travel Expenses**

\$ -  
 TRAVEL TOTAL \$ -

**Rentals**

\$ -

RENTAL TOTAL \$ -

**Shop**

Shop Labor (10%)      \$      59.83  
 Shop Driver      0      \$      59.83  
 Layout Technician      \$      81.53

\$ -  
 \$ -  
 SHOP TOTAL \$ -

**Equipment**

\$ -  
 EQUIPMENT TOTAL \$ -

**Miscellaneous Cost**

Subcontractor - VBI      1      \$      1,556.05  
 Subcontractor      \$      -  
 Safety      \$      -  
 PM Time      1      \$      85.00

\$ 1,556.05  
 \$ -  
 \$ -  
 \$ 85.00  
 Misc. Total \$ 1,641.05

Subtotal \$ 1,641.05  
 Bond \$ -  
 5% Subs \$ 77.80  
 Subtotal \$ 1,718.85  
 10% Eckert \$ 8.50  
 Total \$ 1,727.35

# VBI, LLC

1155 Princetown Rd. - Rotterdam, NY 12306

Ventilation - Heating - Air Conditioning - Sheet Metal Work

Phone: (518) 374-0394

Fax: (518) 688-1152

## Change Order Request

To: Eckert Mechanical

Date: 5/5/2025

Change #: 5

Attn: Brian Martin

Project Title: Albany Airport-

Concourse A Rehab

---

Scope: Additional cost to install different style diffuser due to the change in ceiling type (ASI-23). Each tile 4x4 tile will need to be cut to accomidate the new diffuser and bracing to the grid will be needed. Diffuser cost will remain the same.

---

Breakdown:

|                                                  |    |          |
|--------------------------------------------------|----|----------|
| Additional labor per diffuser 1hr @ \$93.43 x 13 | \$ | 1,214.59 |
| Misc materials                                   | \$ | 200.00   |

|       |    |          |
|-------|----|----------|
| Total | \$ | 1,414.59 |
| P & O | \$ | 141.46   |
| Total | \$ | 1,556.05 |

Total Request adder: \$ 1,556.05

Submitted By: Tim Venditti



**PCO-070 Rec'd TCCo 06.30.25**  
 1182 US Route 9W (PO Box 10) • Selkirk, NY 12158  
 (518) 767-3700 • (518) 767-3711 Fax

www.AbsoluteFirePro.com • mail@AbsoluteFirePro.com

## FIRE PROTECTION PROPOSAL REQUEST FOR CHANGE ORDER

|                                                      |                                               |                                                               |                              |
|------------------------------------------------------|-----------------------------------------------|---------------------------------------------------------------|------------------------------|
| <b>PROPOSAL SUBMITTED TO:</b><br>AOW Construction    |                                               | <b>PHONE:</b> 518-512-5504<br><b>CELL:</b> 914-606-2978       | <b>DATE:</b> 5/1/25          |
| <b>STREET:</b><br>30 Essex St                        |                                               | <b>JOB NAME:</b><br>AIA Rehabilitation of Concourse A         |                              |
| <b>CITY, STATE AND ZIP CODE:</b><br>Albany, NY 12206 |                                               | <b>JOB LOCATION:</b><br>737 Albany Shaker Rd, Albany Ny 12211 |                              |
| <b>ATTENTION:</b><br>Patrick Andrews                 | <b>EMAIL:</b><br>pandrews@aowconstruction.com | <b>REFERENCE:</b>                                             | <b>COR NUMBER:</b><br>1318-2 |

This change order request reflects ceiling height changes per ASI-023

**INCLUDES:**

- 42 48" flex drop brackets
- 3 new pendent sprinklers for coverage.
- Relocating pendants to the center of new 4 x 4 ceiling tiles.

**EXCLUDES:**

- Any labor or material not identified.

**WE PROPOSE TO FURNISH MATERIAL AND LABOR - COMPLETE IN ACCORDANCE WITH ABOVE SPECIFICATIONS,  
FOR THE ADDITIONAL SUM OF:**

**Five Thousand Three Hundred Thirty 00/100**

***DOLLARS \$5,330.00***

*All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.*

Authorized  
Signature: \_\_\_\_\_

*Note: This proposal may be withdrawn  
by us if not accepted within: 15 days.*

**Acceptance of Proposal** - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.  
Date of Acceptance: \_\_\_\_\_

Signature: \_\_\_\_\_  
Signature: \_\_\_\_\_



## GENERAL TERMS AND CONDITIONS

### ENTIRE CONTRACT

The provisions herein contained constitute all of the terms and conditions of this contract. No charges or additions shall be binding upon Seller unless in writing and signed by an authorized representative of Seller. Any terms or conditions of Purchaser's order inconsistent herewith or in addition hereto shall be of no force and effect and are hereby expressly rejected and purchaser's order shall be governed only by the terms and conditions appearing herein. This contract is not subject to cancellation, suspension or reduction in amount, except with Seller's written consent and upon terms which reimburse Seller for work performed, reasonable overhead and lost profit.

### PAYMENT

Payment shall be due and payable within thirty (30) calendar days after substantial completion of the installation, or if, approved prior thereto, then upon approval. A service charge will be made and added to the prices on all payments Past due and owed by the Purchaser under this contract at a rate of 12% per annum, or if such rate is prohibited under applicable law, then at such maximum rate as is permitted under applicable law. Purchaser shall pay any reasonable attorney's fees incurred in the collection of past due accounts.

### DELAYS

Delay for any damage or penalty for delays in work due to acts of God, acts or omissions of the Purchaser, acts of civil or military authorities, Government regulations or priorities, fires, floods, epidemics, quarantine restrictions, war, riots, strikes, differences with workmen, accidents to machinery, car shortages, inability to obtain necessary labor, materials or manufacturing facilities, delay in transportation, defaults of Seller's subcontractors failure of or delay in furnishing correct or complete information by Purchaser with respect to location or other details of work to be performed hereunder, impossibility or impracticability of performance or any other cause or causes beyond the control of Seller, whether or not similar to the foregoing, in the event of any delay caused as aforesaid, the completion shall be extended for a period equal to any such delay. In case work is temporarily discontinued by reason of any of the foregoing, all unpaid installments of the contract price less an amount equal to the value of material and labor not furnished shall be due and payable upon receipt of invoice by Purchaser.

### EXCAVATION

In the event the work herein includes excavation, the Purchaser shall pay as an extra to the contract price the cost for any additional work performed by the seller due to water, quicksand, rock or other unforeseen obstruction encountered or shoring if required.

### SITE FACILITIES

Purchaser shall furnish all necessary facilities for performance of its work by Seller, adequate space for storage and handling of material, light, water, heat, local telephone, watchman and crane and elevator service, if available and necessary permits. Where wet pipe system is installed, Purchaser shall supply and maintain sufficient heat to prevent freezing of the system.

### STRUCTURE AND SITE CONDITIONS

While employees of Seller will exercise reasonable care in this respect, Seller shall be under no responsibility for loss or damage due to the character, condition or use of foundations, walls or other structures not erected by it or resulting from excavation in proximity thereto, or for damage resulting from concealed piping, wiring, fixtures or other equipment or condition of water pressure. All shoring and protection of foundations, walls or other structures subject to being distributed by any excavation required hereunder shall be the responsibility of the Purchaser unless otherwise specified. Purchaser warrants the sufficiency of the structure to support the sprinkler system and its related equipment (including tanks). The Purchaser shall have all things in readiness for installation, including, but not limited to, other materials, floor or suitable working base, connections and facilities for erection at the time of receipt of the materials at the place of erection the Purchaser shall reimburse Seller for any and all expenses caused by such failure to have such things in readiness. Failure to make proposal shall be considered a failure to have things in readiness for erection in accordance with the terms of this contract.

### INTERFERENCES

Purchaser shall be responsible to coordinate the work of other trades (ducting, piping, electrical, etc.) and Purchaser shall be responsible for additional costs incurred by Seller arising out of interferences to Seller's work caused by such other trade(s).

### LIMITATIONS OF LIABILITY

In no event shall Seller be liable for special or consequential damages. Seller's liability on any claim whether or not based in contract or in tort or occasioned by Seller's active or passive negligence for loss or liability arising out of or connected with this contract, or any obligation resulting therefrom, or from the manufacture, fabrication, sale, delivery, installation, or use of any materials covered by this contract, shall be limited to that set forth in the paragraph entitled "Warranty". Cost of recovery by Purchaser shall be no more than one (1) day labor or cost of inspection price from Seller.

### WARRANTY

Seller agrees that for a period of one (1) year after completion of said installation it will, at its expense, repair or replace any defective materials or workmanship supplied or performed by Seller. Upon completion of the installation, the system will be turned over to the Purchaser to maintain it in operative condition, it is understood that the Seller does not guarantee the operation of the system. Seller further warrants the products of other manufactures supplied hereunder, to the extent of the warranty of the respective manufacture.

ALL OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WARRANTIES OF MERCHANTABILITY OR FITNESS, WHICH EXCEED THE AFORESTATED OBLIGATION, ARE HEREBY EXCLUDED.

### MODIFICATIONS AND SUBSTITUTIONS

Seller reserves the right to modify material or Seller's design sold hereunder and/or the drawings and specifications relating thereto, or to substitute material of later design to fulfill this contract providing that the modifications or substitutions will not materially affect the performance of the material, or lessen in any way the utility of the material to the Purchaser.

### ASSIGNMENT

Any assignment of this contract by Purchaser without the written consent of Seller shall be invalid, Seller may assign this contract to its subsidiaries and affiliates.

### SEVERABILITY

Should any part, term or provision of this agreement be found by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining provisions hereof shall not be affected thereby.



PCO-070 Rec'd TCCo 06.30.25  
1182 US Route 9W (PO Box 10) • Selkirk, NY 12158

(518) 767-3700 • (518) 767-3711 Fax

www.AbsoluteFirePro.com • mail@AbsoluteFirePro.com

#### CHANGES, ALTERATIONS, ADDITIONS

Changes, alterations and additions to the plans, specifications, or construction schedule for this contract shall be invalid unless approved in writing by Seller. Changes approved by Seller, which increase or decrease in the contract price as herein provided. The value of additional work shall constitute a corresponding increase or decrease in the contract price as herein provided. The value of additional work shall be agreed upon in writing prior to the performance of said work. However, if no agreement is reached prior to the performance of additional work approved in the manner herein described, and Seller elects to continue performance so as to avoid delays, then the estimate of Seller's Estimating Department as to the value of the work shall be deemed accepted by the Purchaser.

(To apply when equipment has been revamped) Seller, under this proposal, does not assume any responsibility for testing old and new piping and will only do so as an extra to the contract price to cover labor and materials required to make the system tight at high pressure. The Buyer assumes full responsibility and liability in connection with such test conducted. Seller's price is based on the assumption that the underground gate valve controlling the flow of water to existing sprinkler riser is completely operable and functioning properly. If the controlling valve is inoperable, Buyer is to pay for, as an extra to the contract price, the addition expense involved, at Seller's market price.

#### PRICES

In addition to the prices specified herein, Purchaser shall pay for all extra work requested by Purchaser or made necessary because of incompleteness of or inaccuracy in plans or other information submitted Purchaser with respect to location, type of occupancy, or other details or work to be performed hereunder. In the event the layout of Purchaser's facilities has been altered or is altered by Purchaser prior to completion of this contract, Purchaser shall advise Seller, and prices, delivery and completion dates quoted herein shall be changed by seller as may be required.

#### LEGAL NOTICE

For the purpose of any notice permitted or required to be given hereunder, such notice or notices shall be deemed given when received.

#### CLAIMS

Any claim against Seller arising hereunder shall be deemed waived unless received by Seller in writing with particulars, within ten (10) calendar days after it shall arise.

#### TERMS AND CONDITIONS/TECHNICAL SPECIFICATIONS

The terms and conditions specified herein shall be in addition to those set out in Seller's technical specifications and any inconsistencies shall be resolved by Seller's authorized representative.

#### ARBITRATION

At the option of the Seller, any controversy or claim arising out of or relating to this contract or the breach thereof, shall be settled by arbitration in accordance with the rules of the American Arbitration Association, and judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof. Any arbitration proceeding shall be held in Albany, NY.

Should any proceeding, arbitration, or litigation be commenced by Seller to enforce the terms of this Contract, Seller shall be entitled, in addition to such other relief as may be granted, to its attorneys' fees and litigation costs, including but not limited to expert witness fees.

#### OVERTIME

Unless otherwise specified by Purchaser, all installation work will be performed during regular hours. If Purchaser shall require any overtime labor, Purchaser agrees to reimburse Seller for the overtime premium cost including all related payroll costs, plus seller's overhead and profit, payable monthly, one (1) month after overtime expense was incurred.

#### INCIDENTAL LOSSES

A loss or damage from any cause (not the fault of Seller) to the materials, tools, equipment, work or workmen of the Seller or its agents or subcontractors while in or about the premises of the Purchaser shall be borne and paid for by the Purchaser.

#### DEFAULT

In case of any default by Purchaser, Seller shall be entitled to payment for all work performed, all termination costs incurred, and any other costs incurred by Seller including overhead and profit. Seller shall also be entitled to shut off the water from said system and remove all or a portion of the same. All such remedies of Seller are cumulative and not exclusive. Default by Purchaser shall consist of: Failure to pay any installment of price when due, no demand being necessary, or any act or omission on the part of Purchaser whereby Seller is prevented from completing said installation, or receivership, bankruptcy, assignment for the benefit of creditors, or any other form of insolvency proceedings by or against Purchaser or in case said premises or said system shall be attached, lien or seized by process of law and such attachment or lien shall not be vacated or seizure terminated within ten (10) days after its occurrence.

#### BACKCHARGE

No charges shall be levied by the Purchaser against the Seller unless forty-eight (48) hour prior written notice is given to Seller to correct any alleged work deficiencies or clean-up which necessitates such charges and unless said work deficiencies are the direct fault of Seller.

#### OSHA AND ASBESTOS

Purchaser agrees to indemnify and hold harmless the Seller from and against any claims, demands or damages resulting from the enforcement of the Occupational Safety and Health Act (Public Law 91-596), unless said claims, demands or damages are a direct result of cause within the exclusive control of Seller. In the event that the seller's employees or others are or may be exposed to Asbestos fibers during the performance of this contract, all additional costs necessary to protect such individuals, including but not limited to all costs for "Qualified Laboratory Sample Tests" of any work area for Asbestos exposure concentrations, shall be paid by Buyer and Buyer agrees to indemnify Seller against all claims, demands, injury or damages arising from such exposure.

#### COUNTERPARTS

This Contract may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The Parties agree that facsimile or electronic signatures of this Contract shall be deemed a valid and binding execution of this Contract.

**PROPOSAL PRICING SHEET**

| <b>Job Name:</b>                      |          | AIA Rehabilitation of Concourse A |           | <b>Bid #:</b> | 1318-2     |
|---------------------------------------|----------|-----------------------------------|-----------|---------------|------------|
| <b>Description of Work:</b>           |          | Reflects changes made in ASI-023  |           | <b>Job #:</b> | 1318       |
|                                       |          |                                   |           | <b>DATE:</b>  | 5/1/25     |
| DESCRIPTION                           | QUANTITY | @                                 |           |               | EXTEN.     |
| <b>Material</b>                       |          |                                   |           |               |            |
| 3 x 1 Mechanical Tee                  | 3        | \$23.03                           |           | \$69.09       |            |
| 48" Flex Drop assembly with Sprinkler | 3        | \$82.56                           |           | \$247.68      |            |
| 48" Flex Drop Bracket AB2             | 42       | \$24.75                           |           | \$1,039.50    |            |
| 1" Sch 40 blk Pipe                    | 21       | \$2.53                            |           | \$53.13       |            |
|                                       |          |                                   |           | \$0.00        |            |
|                                       |          |                                   |           | \$0.00        |            |
|                                       |          |                                   |           | \$0.00        |            |
|                                       |          |                                   |           | \$0.00        |            |
|                                       |          |                                   | Sub Total | \$1,409.40    |            |
|                                       |          |                                   | Sales Tax | \$0.00        |            |
|                                       |          |                                   | Total     | \$1,409.40    | \$1,409.40 |
| <b>Labor</b>                          |          |                                   |           |               |            |
| Foreman                               | 29       | \$97.87                           |           | \$2,838.23    |            |
| Fitter                                | 0        | \$94.75                           |           | \$0.00        |            |
| Engineering                           | 8        | \$75.00                           |           | \$600.00      |            |
| Truck                                 | 0        | \$45.00                           |           | \$0.00        |            |
|                                       |          |                                   |           | \$3,438.23    | \$3,438.23 |

0

SUB-TOTAL: 4847.63  
 OH&P 484.76  
 TOTAL: 5332.39

10%

# DLC Electric, LLC

479 State Route 40

Troy, NY 12182

518-326-8130



## Change Order Proposal

|          |                  |          |                                           |
|----------|------------------|----------|-------------------------------------------|
| To:      | AOW Construction | Project  | Albany Airport Concourse A                |
| Address: | 30 Essex St      | Date     | 4/16/2025 R1-6/5/25-R2 6/18/25-R3 6/27/25 |
|          | Albany, NY 12206 | Client # | ASI-023                                   |
| Attn:    | Patrick Andrews  | DLC#     | 9                                         |

### Work Scope

Furnish and install revised (46) Type R2A and (23) R2BE fixture trims.

| <u>Cost</u>    |     |      |             |                | <u>Notes</u> |
|----------------|-----|------|-------------|----------------|--------------|
|                | Qty | Unit | Rate        | Total          |              |
| Direct Labor   | 35  | Hrs  | \$ 107.08   | \$3,747.80     |              |
| Foreman        | 4   | Hrs  | \$ 118.37   | \$414.30       |              |
| Material       | 1   | LS   | \$ 3,079.01 | \$3,079.01     |              |
| Equipment      | 1   | LS   |             | \$0.00         |              |
| OH & Profit    |     |      | 10%         | \$724.11       |              |
| Subtotal       |     |      |             | \$7,965.22     |              |
| Subcontractors | 1   | LS   |             | \$0.00         |              |
| Sub OHP        |     |      | 5%          | \$0.00         |              |
| Bond           |     |      | 0.0%        | \$0.00         |              |
| <b>Total</b>   |     |      | <b>ADD</b>  | <b>\$7,965</b> |              |

Steve Mohan  
 Project Manager  
 518-478-3813  
[mohan@dlcelectric.net](mailto:mohan@dlcelectric.net)



ocusign Envelope ID: 1455C77D-F735-4092-87C5-3118D4202B98

# Quote



**Job Name:** Albany Airport Concourse A  
**Quote #:** 24-59328-17  
**Job Location:** Albany, New York  
**Issue Date:** 3/21/2025  
**Good Through:** 3/31/2025  
**Quoted By:** Pickett, Michael

**POINT SOURCE GROUP**  
195 WINTON PLACE  
ROCHESTER, NY 14623-2517  
Phone: 585-424-2540

**Quoted To:** DLC Electric  
479 State Route 40  
Troy, NY 12182

| Type  | Qty | Manufacturer / Brand | Catalog #                                         | Unit \$ | Ext \$ |
|-------|-----|----------------------|---------------------------------------------------|---------|--------|
| R-2A  | 46  | LUMENWERX, INC.      | FACTORY REWORK TO CHANGE MOUNTING FROM DTR TO GRD |         |        |
| R-2BE | 23  | LUMENWERX, INC.      | FACTORY REWORK TO CHANGE MOUNTING FROM DTR TO GRD |         |        |

**Grand Total: \$2,415.00**

**Notes**  
PLEASE NOTE: All items quoted may be subject to freight charges based on manufacturer's terms & conditions. Please see our manufacturer's terms & conditions on our website at [www.pointsourcegroup.com/TC.pdf](http://www.pointsourcegroup.com/TC.pdf) - If you have any questions regarding this specific quote, please ask. Freight terms may change based upon actual Bill of Material



Turner Construction Company  
1 Computer Drive South  
Albany, New York 12205

March 27, 2025,

Mr. Patrick Andrews  
AOW Construction  
Project Manager  
30 Essex Street  
Albany, NY 12206

RE: Albany County Airport Authority  
PCO-070 ASI-023 Level 2 Accessible Ceilings Revision

Dear Mr. Andrews,

Please provide pricing for ASI-023 Level 2 Accessible Ceilings Revision. For further clarification regarding this change please see ASI-023 Ceiling and Security Gate Revision in the Procore Documents Tab. Price to include but not limited to change of material to 4'x4' ACT-5, installation of accessibility panels into the wood ceiling. Submit pricing on this item no later than next Thursday, April 3, 2025.

Please feel free to contact me if you have any questions regarding this request.

Sincerely,

*Brian McNeil*

Brian McNeil  
Project Engineer  
Turner Construction Company



## Architects Supplemental Instructions

**Date:** April 1, 2025  
**To:** TCCO and AOW Construction  
**From:** Joe Sirkovich

**ASI No:** 23R2  
**Project:** Albany International Airport – Concourse A Renovations  
**Project No:** 1236

The Work shall be carried out in accordance with the following supplemental instructions issued in accordance with the Contract Documents without change in Contract Sum or Contract Time. If the scope indicated in this ASI represents, in the opinion of the Contractor, a change in Contract Sum or Contract Time, the Contractor shall submit a Change Order Request prior to proceeding with the work. Proceeding with the Work in accordance with these instructions indicates your acknowledgement that there will be no change in Contract Sum or Contract Time.

**ASI Description:** The attached ASI includes information for a proposed revision to the 8'-4" section of **GWB soffit** at Column C/4. The straight section of soffit is adjusted in this ASI to be a shallow curved soffit.

| <b>Dwg No.</b> | <b>Title and description</b>                                                                                                                                                      |
|----------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>A-122A</b>  | <b>LEVEL 2 -RCP-PART A</b><br>Adjustment to the soffit near Column C/4 from a short straight section to a shallow curved section.                                                 |
| <b>A-132</b>   | <b>LEVEL 2 UPPER CEILING DIMENSIONAL PLAN</b><br>Adjustment to the soffit near Column C/4 from a short straight section to a shallow curve with dimensional information included. |

### Issued by the architect:

**Joe Sirkovich AIA**  
**Project Architect - FMA**



**Architects Supplemental Instructions**

**Date:** March 19, 2025  
**To:** TCCO and AOW Construction  
**From:** Joe Sirkovich

**ASI No:** 023  
**Project:** Albany International Airport – Concourse A Renovations  
**Project No:** 1236

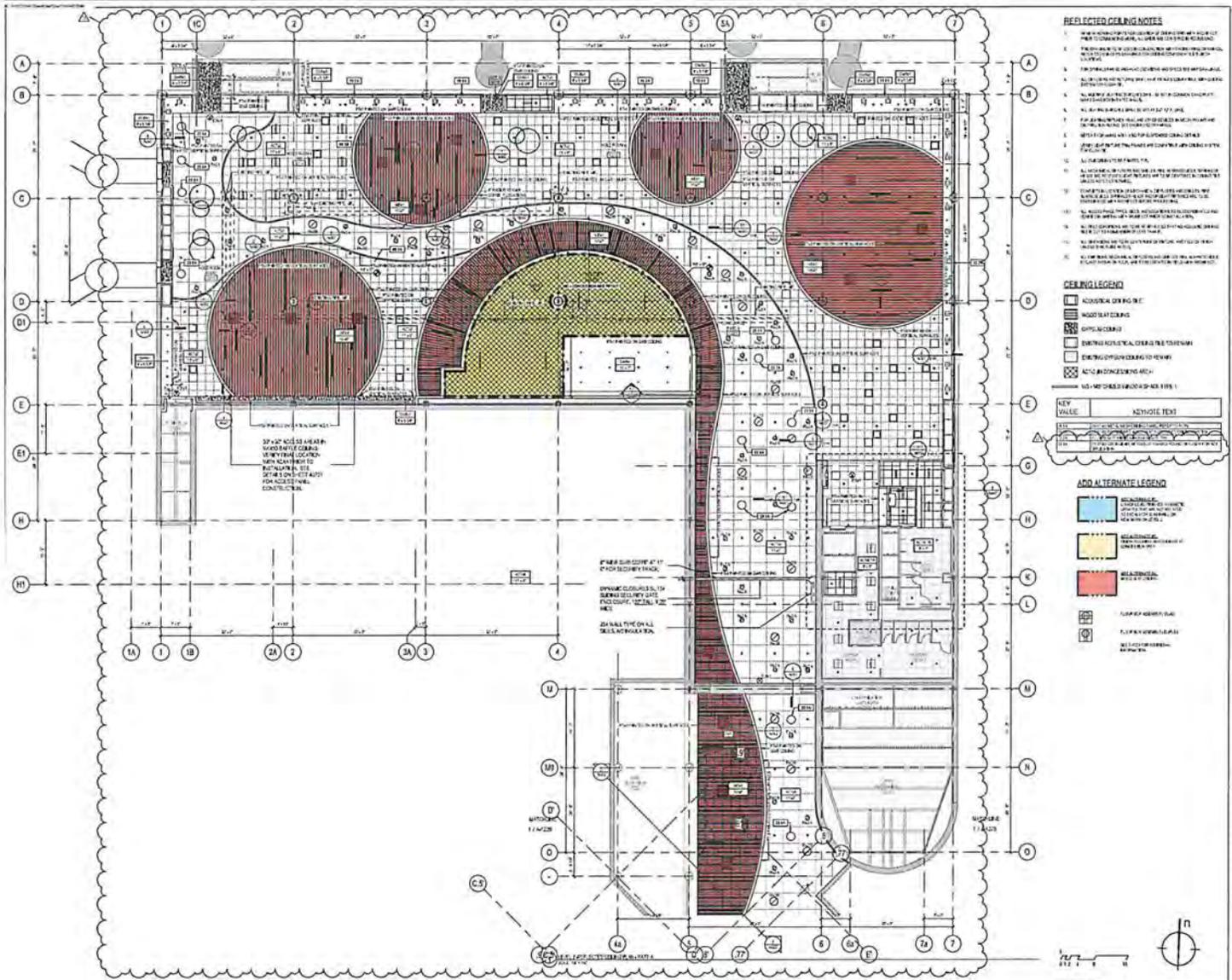
The Work shall be carried out in accordance with the following supplemental instructions issued in accordance with the Contract Documents without change in Contract Sum or Contract Time. If the scope indicated in this ASI represents, in the opinion of the Contractor, a change in Contract Sum or Contract Time, the Contractor shall submit a Change Order Request prior to proceeding with the work. Proceeding with the Work in accordance with these instructions indicates your acknowledgement that there will be no change in Contract Sum or Contract Time.

**ASI Description:** This ASI provides an owner requested revision of the GWB ceiling at the second floor to a 4x4 acoustical ceiling tile which will allow for access to the space above. Also included are access area details for the wood baffle ceiling and a sliding aluminum security gate.

| <b>Dwg No.</b> | <b>Title and description</b>                                                                                                                                          |
|----------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>A-122A</b>  | <b>LEVEL 2 - RCP – PART A</b><br>Revised GWB ceiling to 4x4 ACT, added access areas in the wood baffle ceiling, added security gate at line K.                        |
| <b>A-122B</b>  | <b>LEVEL 2 – RCP – PART B</b><br>Revised GWB ceiling to 4x4 ACT.                                                                                                      |
| <b>A-561</b>   | <b>TYPICAL CEILING DETAILS -1</b><br>Revised details 5 and 9 to show the change from GWB ceiling to ACT ceiling.                                                      |
| <b>A-562</b>   | <b>TYPICAL CEILING DETAILS -2</b><br>Revised detail 2 to show the change from GWB ceiling to ACT ceiling.                                                             |
| <b>A-721</b>   | <b>FINISH SCHEDULE &amp; DETAILS</b><br>Added new ceiling type ACT-5, added specification info for ACT-5, added details 5,6,7 & 8 for the wood baffle ceiling access. |

**Issued by the architect:**

Joe Sirkovich  
 Project Architect - FMA



- REFLECTED CEILING NOTES**
1. ALL NEW CEILING SHALL BE 2'0" HIGH WITH 2'0" DEPTH PARALLEL TO THE WALLS.
  2. ALL EXISTING CEILING SHALL BE REFINISHED WITH 1/2" GYP BOARD AND PAINTED.
  3. ALL EXISTING CEILING SHALL BE REFINISHED WITH 1/2" GYP BOARD AND PAINTED.
  4. ALL EXISTING CEILING SHALL BE REFINISHED WITH 1/2" GYP BOARD AND PAINTED.
  5. ALL EXISTING CEILING SHALL BE REFINISHED WITH 1/2" GYP BOARD AND PAINTED.
  6. ALL EXISTING CEILING SHALL BE REFINISHED WITH 1/2" GYP BOARD AND PAINTED.
  7. ALL EXISTING CEILING SHALL BE REFINISHED WITH 1/2" GYP BOARD AND PAINTED.
  8. ALL EXISTING CEILING SHALL BE REFINISHED WITH 1/2" GYP BOARD AND PAINTED.
  9. ALL EXISTING CEILING SHALL BE REFINISHED WITH 1/2" GYP BOARD AND PAINTED.
  10. ALL EXISTING CEILING SHALL BE REFINISHED WITH 1/2" GYP BOARD AND PAINTED.
  11. ALL EXISTING CEILING SHALL BE REFINISHED WITH 1/2" GYP BOARD AND PAINTED.
  12. ALL EXISTING CEILING SHALL BE REFINISHED WITH 1/2" GYP BOARD AND PAINTED.
  13. ALL EXISTING CEILING SHALL BE REFINISHED WITH 1/2" GYP BOARD AND PAINTED.
  14. ALL EXISTING CEILING SHALL BE REFINISHED WITH 1/2" GYP BOARD AND PAINTED.
  15. ALL EXISTING CEILING SHALL BE REFINISHED WITH 1/2" GYP BOARD AND PAINTED.
  16. ALL EXISTING CEILING SHALL BE REFINISHED WITH 1/2" GYP BOARD AND PAINTED.
  17. ALL EXISTING CEILING SHALL BE REFINISHED WITH 1/2" GYP BOARD AND PAINTED.
  18. ALL EXISTING CEILING SHALL BE REFINISHED WITH 1/2" GYP BOARD AND PAINTED.
  19. ALL EXISTING CEILING SHALL BE REFINISHED WITH 1/2" GYP BOARD AND PAINTED.
  20. ALL EXISTING CEILING SHALL BE REFINISHED WITH 1/2" GYP BOARD AND PAINTED.

**CEILING LEGEND**

|          |                                      |
|----------|--------------------------------------|
| [Symbol] | ACoustical CEILING                   |
| [Symbol] | WOOD SLAT CEILING                    |
| [Symbol] | GRID CEILING                         |
| [Symbol] | EXPOSED STRUCTURAL CEILING TO REMAIN |
| [Symbol] | EXPOSED STRUCTURAL CEILING TO REMOVE |
| [Symbol] | ACoustic CEILING TO REMAIN           |
| [Symbol] | ACoustic CEILING TO REMOVE           |

| KEY VALUE | KEYNOTE TEXT                         |
|-----------|--------------------------------------|
| [Symbol]  | ACoustic CEILING TO REMAIN           |
| [Symbol]  | ACoustic CEILING TO REMOVE           |
| [Symbol]  | WOOD SLAT CEILING TO REMAIN          |
| [Symbol]  | WOOD SLAT CEILING TO REMOVE          |
| [Symbol]  | GRID CEILING TO REMAIN               |
| [Symbol]  | GRID CEILING TO REMOVE               |
| [Symbol]  | EXPOSED STRUCTURAL CEILING TO REMAIN |
| [Symbol]  | EXPOSED STRUCTURAL CEILING TO REMOVE |
| [Symbol]  | ACoustic CEILING TO REMAIN           |
| [Symbol]  | ACoustic CEILING TO REMOVE           |

**ADD ALTERNATE LEGEND**

|          |                  |
|----------|------------------|
| [Symbol] | ALTERNATE LEGEND |
| [Symbol] | ALTERNATE LEGEND |
| [Symbol] | ALTERNATE LEGEND |

**Project:** PCO-070-18-0000  
**Concourse A Rehabilitation**

**ALBANY INTERNATIONAL AIRPORT**

**Client:**  
 Albany County Airport Authority  
 125 Albany Street  
 Albany, NY 12211  
 L 518.242.2222

**Architect:**  
 F.M. Eckhardt Architects  
 40 Franklin Street  
 Buffalo, NY 14203  
 L 519.332.7900

**Structural MEP Electrical:**  
 M&E Engineering Inc.  
 49 Court Street Suite 200  
 Schenectady, NY 12307  
 L 518.753.8421

**Code Consultant:**  
 Code Book Consultants, LLC  
 134 Tampa Road, Suite 206  
 Schenectady, NY 12302  
 L 518.352.9133

**Cost Estimating:**  
 M&E Engineering Inc.  
 49 Court Street Suite 200  
 Schenectady, NY 12307  
 L 518.753.8421

**100% CONSTRUCTION DOCUMENTS**

**ISSUED FOR CONSTRUCTION**  
 06.12.2024

**Key Plan:**

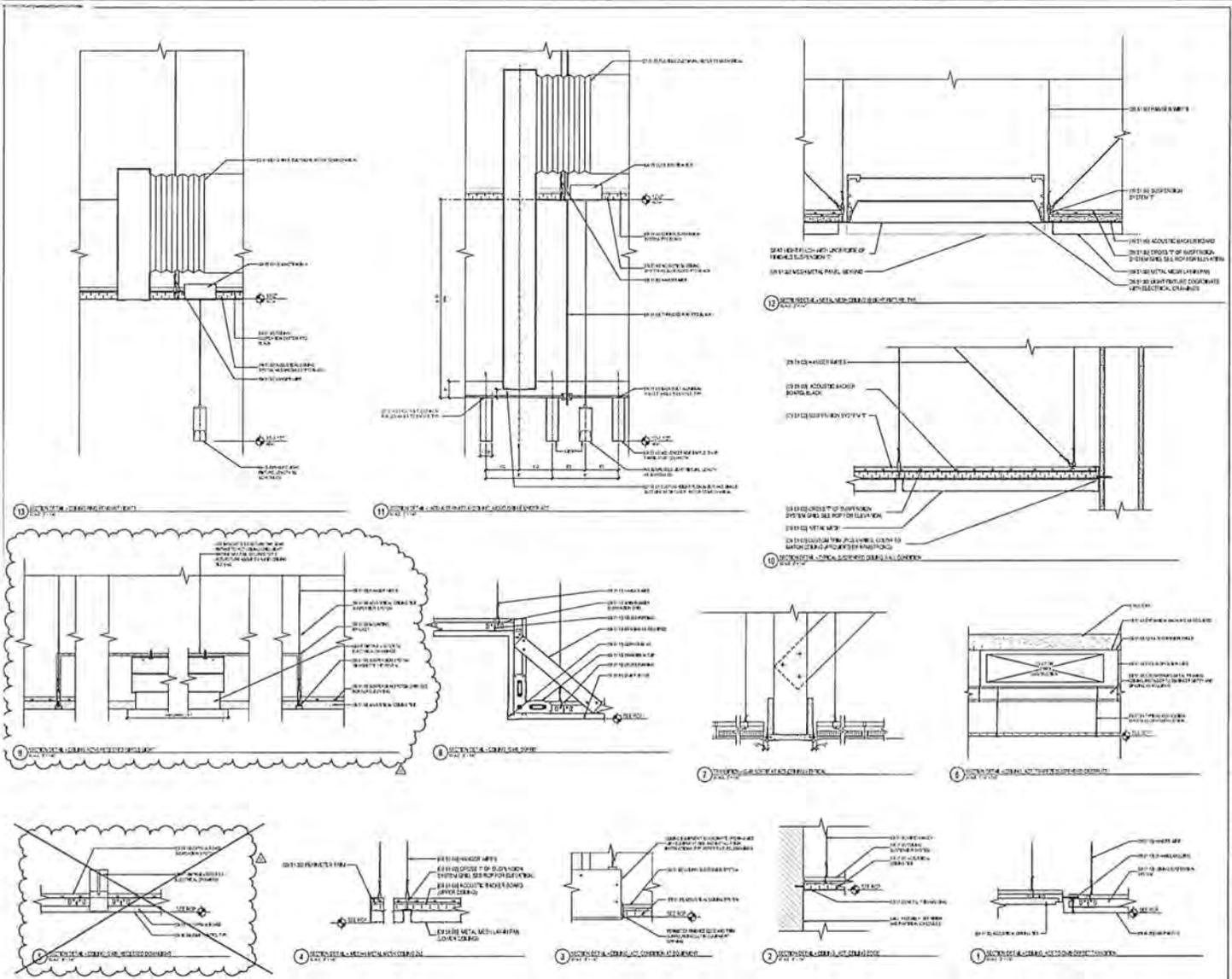
**Stamp:**

**Revised:**

| No. | Date       | By    | Reason |
|-----|------------|-------|--------|
| 23  | 03.13.2024 | AM/ST |        |

**Drawn By:** [Name]  
**Checked By:** [Name]  
**Scale:** As Shown  
**Drawing Title:** LEVEL 2 - RCP PART A  
**Drawing No.:** A-122A





**Project:** Concourse A Rehabilitation

**Client:** Albany International Airport

**Architect:** Formica McGee Architects, 19 Franklin Street, Shelton, CT 06484

**Structural Engineer:** Structural Engineering Associates, 45 East Street, Shelton, CT 06484

**Code Consultant:** Code Plus Consultants, LLC, 124 South Main Street, Shelton, CT 06484

**Cost Estimator:** Alpha Construction Company, 20 Broadway, Shelton, CT 06484

**100% CONSTRUCTION DOCUMENTS**

**ISSUED FOR CONSTRUCTION**  
08.12.2024

**Key Plan:** [Key Plan Diagram]

**Scale:** [Scale]

**Revision Table:**

| NO. | DATE       | DESCRIPTION             |
|-----|------------|-------------------------|
| 1   | 08.12.2024 | ISSUED FOR CONSTRUCTION |

**Drawn By:** [Name]

**Checked By:** [Name]

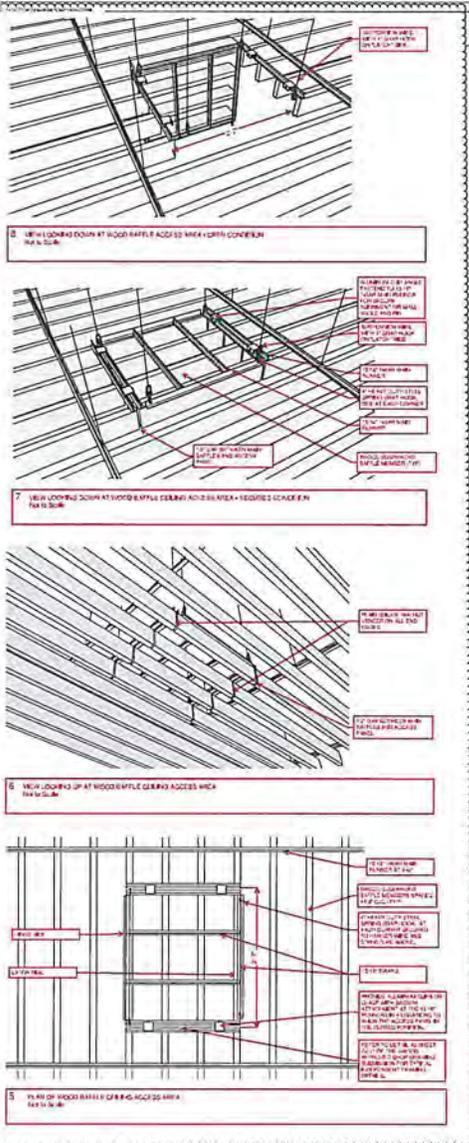
**Date:** 08/12/24

**Scale:** As Shown

**Drawing Title:** TYPICAL CEILING DETAILS - 1

**Drawn No.:** A-561





**GENERAL NOTES**

Amount of Finish Type A-1.3 Specifications

Base of Design Product: Corral Topokum 2018, in accordance with project manual or approved by City of Cambridge.

Surface Finish: Fine Finish

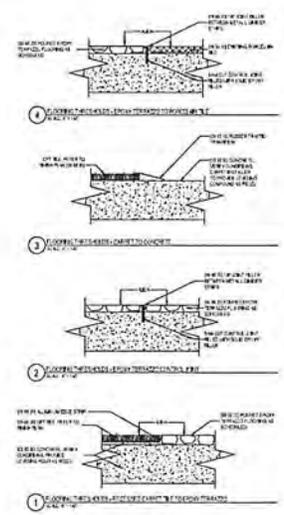
Construction: Plywood

Color: A-1.3

Edge Profile: The A-1.3 is for use with a 1/2\"/>

**FINISH LEGEND**

| TYPE  | MANUFACTURER | PRODUCT        | MSD | COLOR  | NOTES     |
|-------|--------------|----------------|-----|--------|-----------|
| PA10  | PRIMA        | CONCRETE PAINT | 100 | WHITE  | TEMPORARY |
| PA11  | PRIMA        | CONCRETE PAINT | 100 | GRAY   | TEMPORARY |
| PA12  | PRIMA        | CONCRETE PAINT | 100 | BLACK  | TEMPORARY |
| PA13  | PRIMA        | CONCRETE PAINT | 100 | RED    | TEMPORARY |
| PA14  | PRIMA        | CONCRETE PAINT | 100 | GREEN  | TEMPORARY |
| PA15  | PRIMA        | CONCRETE PAINT | 100 | BLUE   | TEMPORARY |
| PA16  | PRIMA        | CONCRETE PAINT | 100 | PURPLE | TEMPORARY |
| PA17  | PRIMA        | CONCRETE PAINT | 100 | PINK   | TEMPORARY |
| PA18  | PRIMA        | CONCRETE PAINT | 100 | BROWN  | TEMPORARY |
| PA19  | PRIMA        | CONCRETE PAINT | 100 | ORANGE | TEMPORARY |
| PA20  | PRIMA        | CONCRETE PAINT | 100 | YELLOW | TEMPORARY |
| PA21  | PRIMA        | CONCRETE PAINT | 100 | BLACK  | TEMPORARY |
| PA22  | PRIMA        | CONCRETE PAINT | 100 | WHITE  | TEMPORARY |
| PA23  | PRIMA        | CONCRETE PAINT | 100 | GRAY   | TEMPORARY |
| PA24  | PRIMA        | CONCRETE PAINT | 100 | BLACK  | TEMPORARY |
| PA25  | PRIMA        | CONCRETE PAINT | 100 | RED    | TEMPORARY |
| PA26  | PRIMA        | CONCRETE PAINT | 100 | GREEN  | TEMPORARY |
| PA27  | PRIMA        | CONCRETE PAINT | 100 | BLUE   | TEMPORARY |
| PA28  | PRIMA        | CONCRETE PAINT | 100 | PURPLE | TEMPORARY |
| PA29  | PRIMA        | CONCRETE PAINT | 100 | PINK   | TEMPORARY |
| PA30  | PRIMA        | CONCRETE PAINT | 100 | BROWN  | TEMPORARY |
| PA31  | PRIMA        | CONCRETE PAINT | 100 | ORANGE | TEMPORARY |
| PA32  | PRIMA        | CONCRETE PAINT | 100 | YELLOW | TEMPORARY |
| PA33  | PRIMA        | CONCRETE PAINT | 100 | BLACK  | TEMPORARY |
| PA34  | PRIMA        | CONCRETE PAINT | 100 | WHITE  | TEMPORARY |
| PA35  | PRIMA        | CONCRETE PAINT | 100 | GRAY   | TEMPORARY |
| PA36  | PRIMA        | CONCRETE PAINT | 100 | BLACK  | TEMPORARY |
| PA37  | PRIMA        | CONCRETE PAINT | 100 | RED    | TEMPORARY |
| PA38  | PRIMA        | CONCRETE PAINT | 100 | GREEN  | TEMPORARY |
| PA39  | PRIMA        | CONCRETE PAINT | 100 | BLUE   | TEMPORARY |
| PA40  | PRIMA        | CONCRETE PAINT | 100 | PURPLE | TEMPORARY |
| PA41  | PRIMA        | CONCRETE PAINT | 100 | PINK   | TEMPORARY |
| PA42  | PRIMA        | CONCRETE PAINT | 100 | BROWN  | TEMPORARY |
| PA43  | PRIMA        | CONCRETE PAINT | 100 | ORANGE | TEMPORARY |
| PA44  | PRIMA        | CONCRETE PAINT | 100 | YELLOW | TEMPORARY |
| PA45  | PRIMA        | CONCRETE PAINT | 100 | BLACK  | TEMPORARY |
| PA46  | PRIMA        | CONCRETE PAINT | 100 | WHITE  | TEMPORARY |
| PA47  | PRIMA        | CONCRETE PAINT | 100 | GRAY   | TEMPORARY |
| PA48  | PRIMA        | CONCRETE PAINT | 100 | BLACK  | TEMPORARY |
| PA49  | PRIMA        | CONCRETE PAINT | 100 | RED    | TEMPORARY |
| PA50  | PRIMA        | CONCRETE PAINT | 100 | GREEN  | TEMPORARY |
| PA51  | PRIMA        | CONCRETE PAINT | 100 | BLUE   | TEMPORARY |
| PA52  | PRIMA        | CONCRETE PAINT | 100 | PURPLE | TEMPORARY |
| PA53  | PRIMA        | CONCRETE PAINT | 100 | PINK   | TEMPORARY |
| PA54  | PRIMA        | CONCRETE PAINT | 100 | BROWN  | TEMPORARY |
| PA55  | PRIMA        | CONCRETE PAINT | 100 | ORANGE | TEMPORARY |
| PA56  | PRIMA        | CONCRETE PAINT | 100 | YELLOW | TEMPORARY |
| PA57  | PRIMA        | CONCRETE PAINT | 100 | BLACK  | TEMPORARY |
| PA58  | PRIMA        | CONCRETE PAINT | 100 | WHITE  | TEMPORARY |
| PA59  | PRIMA        | CONCRETE PAINT | 100 | GRAY   | TEMPORARY |
| PA60  | PRIMA        | CONCRETE PAINT | 100 | BLACK  | TEMPORARY |
| PA61  | PRIMA        | CONCRETE PAINT | 100 | RED    | TEMPORARY |
| PA62  | PRIMA        | CONCRETE PAINT | 100 | GREEN  | TEMPORARY |
| PA63  | PRIMA        | CONCRETE PAINT | 100 | BLUE   | TEMPORARY |
| PA64  | PRIMA        | CONCRETE PAINT | 100 | PURPLE | TEMPORARY |
| PA65  | PRIMA        | CONCRETE PAINT | 100 | PINK   | TEMPORARY |
| PA66  | PRIMA        | CONCRETE PAINT | 100 | BROWN  | TEMPORARY |
| PA67  | PRIMA        | CONCRETE PAINT | 100 | ORANGE | TEMPORARY |
| PA68  | PRIMA        | CONCRETE PAINT | 100 | YELLOW | TEMPORARY |
| PA69  | PRIMA        | CONCRETE PAINT | 100 | BLACK  | TEMPORARY |
| PA70  | PRIMA        | CONCRETE PAINT | 100 | WHITE  | TEMPORARY |
| PA71  | PRIMA        | CONCRETE PAINT | 100 | GRAY   | TEMPORARY |
| PA72  | PRIMA        | CONCRETE PAINT | 100 | BLACK  | TEMPORARY |
| PA73  | PRIMA        | CONCRETE PAINT | 100 | RED    | TEMPORARY |
| PA74  | PRIMA        | CONCRETE PAINT | 100 | GREEN  | TEMPORARY |
| PA75  | PRIMA        | CONCRETE PAINT | 100 | BLUE   | TEMPORARY |
| PA76  | PRIMA        | CONCRETE PAINT | 100 | PURPLE | TEMPORARY |
| PA77  | PRIMA        | CONCRETE PAINT | 100 | PINK   | TEMPORARY |
| PA78  | PRIMA        | CONCRETE PAINT | 100 | BROWN  | TEMPORARY |
| PA79  | PRIMA        | CONCRETE PAINT | 100 | ORANGE | TEMPORARY |
| PA80  | PRIMA        | CONCRETE PAINT | 100 | YELLOW | TEMPORARY |
| PA81  | PRIMA        | CONCRETE PAINT | 100 | BLACK  | TEMPORARY |
| PA82  | PRIMA        | CONCRETE PAINT | 100 | WHITE  | TEMPORARY |
| PA83  | PRIMA        | CONCRETE PAINT | 100 | GRAY   | TEMPORARY |
| PA84  | PRIMA        | CONCRETE PAINT | 100 | BLACK  | TEMPORARY |
| PA85  | PRIMA        | CONCRETE PAINT | 100 | RED    | TEMPORARY |
| PA86  | PRIMA        | CONCRETE PAINT | 100 | GREEN  | TEMPORARY |
| PA87  | PRIMA        | CONCRETE PAINT | 100 | BLUE   | TEMPORARY |
| PA88  | PRIMA        | CONCRETE PAINT | 100 | PURPLE | TEMPORARY |
| PA89  | PRIMA        | CONCRETE PAINT | 100 | PINK   | TEMPORARY |
| PA90  | PRIMA        | CONCRETE PAINT | 100 | BROWN  | TEMPORARY |
| PA91  | PRIMA        | CONCRETE PAINT | 100 | ORANGE | TEMPORARY |
| PA92  | PRIMA        | CONCRETE PAINT | 100 | YELLOW | TEMPORARY |
| PA93  | PRIMA        | CONCRETE PAINT | 100 | BLACK  | TEMPORARY |
| PA94  | PRIMA        | CONCRETE PAINT | 100 | WHITE  | TEMPORARY |
| PA95  | PRIMA        | CONCRETE PAINT | 100 | GRAY   | TEMPORARY |
| PA96  | PRIMA        | CONCRETE PAINT | 100 | BLACK  | TEMPORARY |
| PA97  | PRIMA        | CONCRETE PAINT | 100 | RED    | TEMPORARY |
| PA98  | PRIMA        | CONCRETE PAINT | 100 | GREEN  | TEMPORARY |
| PA99  | PRIMA        | CONCRETE PAINT | 100 | BLUE   | TEMPORARY |
| PA100 | PRIMA        | CONCRETE PAINT | 100 | PURPLE | TEMPORARY |



**Project:** Albany International Airport

**Concourse A Rehabilitation**

**ALBANY INTERNATIONAL AIRPORT**

**Client:** Albany County Airport Authority

**Architect:** Flannery McCredy And Pappas

**Team:** Flannery McCredy And Pappas

**Architect:** Flannery McCredy And Pappas

**Structural MEP/PV/AV/ME:** Flannery McCredy And Pappas

**Cost Estimating:** Flannery McCredy And Pappas

**100% CONSTRUCTION DOCUMENTS**

**ISSUED FOR CONSTRUCTION 08.12.2024**

**Key Plan:** [Key Plan Diagram]

**Stamp:** [Stamp]

**Revision Table:**

| NO. | DATE       | DESCRIPTION |
|-----|------------|-------------|
| 1   | 12/16/2024 | ADD 25      |
| 2   | 01/15/2025 | ADD 25      |
| 3   | 03/20/2025 | ADD 25      |

**Author:** [Name]

**Checked by:** [Name]

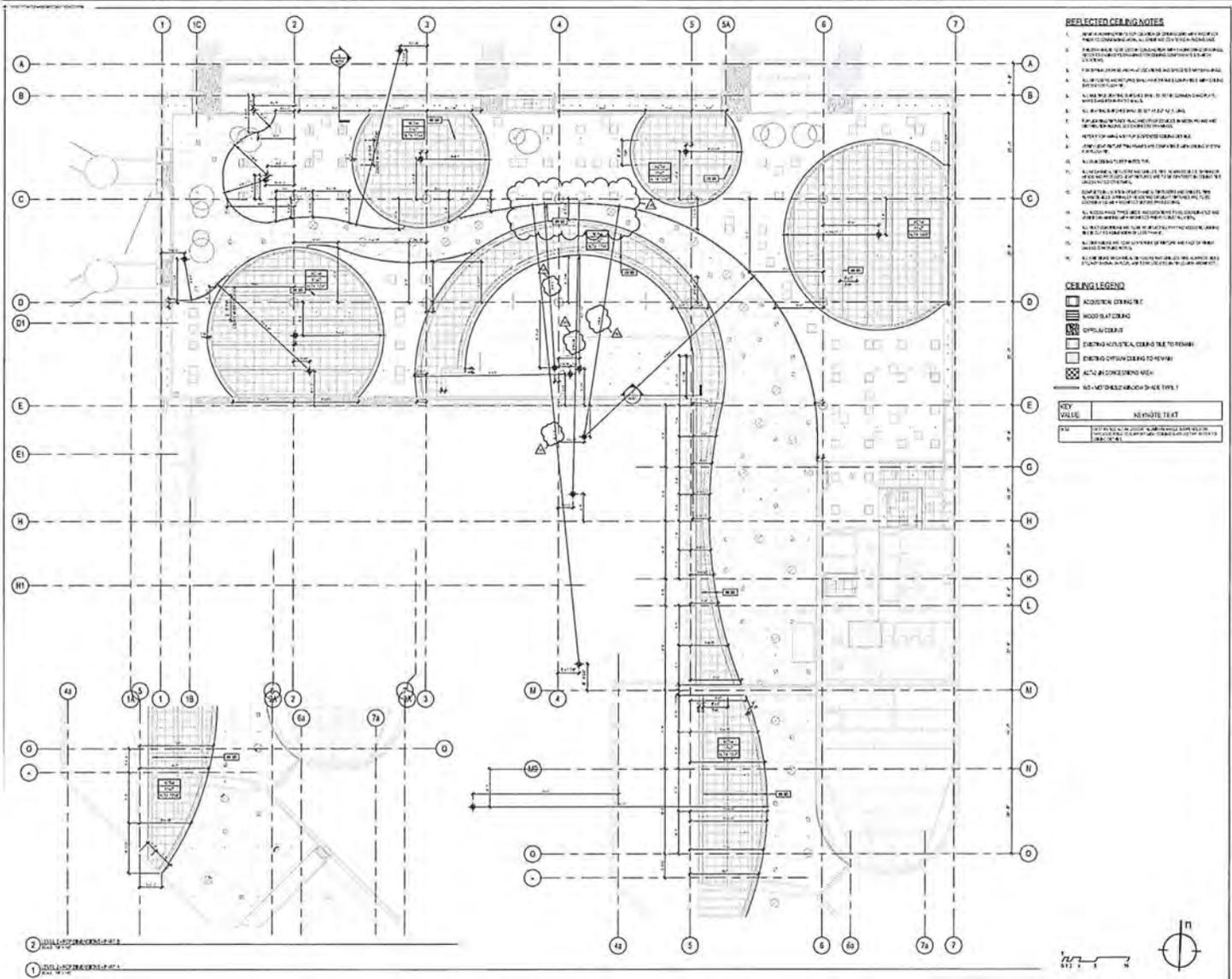
**Date:** 08/12/24

**Scale:** 1/4" = 1'-0"

**Drawing Title:** FINISH SCHEDULE & DETAILS

**Drawing No.:** A-721





**REFLECTED CEILING NOTES**

1. ALL REFLECTED CEILING SHALL BE 2'0" DEEP WITH 1'0" RISE TO THE CENTER LINE OF THE CEILING.
2. ALL REFLECTED CEILING SHALL BE 1'0" DEEP WITH 1'0" RISE TO THE CENTER LINE OF THE CEILING.
3. ALL REFLECTED CEILING SHALL BE 1'0" DEEP WITH 1'0" RISE TO THE CENTER LINE OF THE CEILING.
4. ALL REFLECTED CEILING SHALL BE 1'0" DEEP WITH 1'0" RISE TO THE CENTER LINE OF THE CEILING.
5. ALL REFLECTED CEILING SHALL BE 1'0" DEEP WITH 1'0" RISE TO THE CENTER LINE OF THE CEILING.
6. ALL REFLECTED CEILING SHALL BE 1'0" DEEP WITH 1'0" RISE TO THE CENTER LINE OF THE CEILING.
7. ALL REFLECTED CEILING SHALL BE 1'0" DEEP WITH 1'0" RISE TO THE CENTER LINE OF THE CEILING.
8. ALL REFLECTED CEILING SHALL BE 1'0" DEEP WITH 1'0" RISE TO THE CENTER LINE OF THE CEILING.
9. ALL REFLECTED CEILING SHALL BE 1'0" DEEP WITH 1'0" RISE TO THE CENTER LINE OF THE CEILING.
10. ALL REFLECTED CEILING SHALL BE 1'0" DEEP WITH 1'0" RISE TO THE CENTER LINE OF THE CEILING.
11. ALL REFLECTED CEILING SHALL BE 1'0" DEEP WITH 1'0" RISE TO THE CENTER LINE OF THE CEILING.
12. ALL REFLECTED CEILING SHALL BE 1'0" DEEP WITH 1'0" RISE TO THE CENTER LINE OF THE CEILING.
13. ALL REFLECTED CEILING SHALL BE 1'0" DEEP WITH 1'0" RISE TO THE CENTER LINE OF THE CEILING.
14. ALL REFLECTED CEILING SHALL BE 1'0" DEEP WITH 1'0" RISE TO THE CENTER LINE OF THE CEILING.
15. ALL REFLECTED CEILING SHALL BE 1'0" DEEP WITH 1'0" RISE TO THE CENTER LINE OF THE CEILING.
16. ALL REFLECTED CEILING SHALL BE 1'0" DEEP WITH 1'0" RISE TO THE CENTER LINE OF THE CEILING.
17. ALL REFLECTED CEILING SHALL BE 1'0" DEEP WITH 1'0" RISE TO THE CENTER LINE OF THE CEILING.
18. ALL REFLECTED CEILING SHALL BE 1'0" DEEP WITH 1'0" RISE TO THE CENTER LINE OF THE CEILING.
19. ALL REFLECTED CEILING SHALL BE 1'0" DEEP WITH 1'0" RISE TO THE CENTER LINE OF THE CEILING.
20. ALL REFLECTED CEILING SHALL BE 1'0" DEEP WITH 1'0" RISE TO THE CENTER LINE OF THE CEILING.

**CEILING LEGEND**

- ACQUISITION CEILING
- WOOD SLAT CEILING
- SPRINKLER CEILING
- EXISTING ACQUISITION CEILING TO REMAIN
- EXISTING CEILING TO REMAIN
- NOT A REFLECTED CEILING

| KEY VALUE | KEYNOTE TEXT      |
|-----------|-------------------|
| 1         | REFLECTED CEILING |
| 2         | REFLECTED CEILING |
| 3         | REFLECTED CEILING |
| 4         | REFLECTED CEILING |
| 5         | REFLECTED CEILING |
| 6         | REFLECTED CEILING |
| 7         | REFLECTED CEILING |
| 8         | REFLECTED CEILING |
| 9         | REFLECTED CEILING |
| 10        | REFLECTED CEILING |
| 11        | REFLECTED CEILING |
| 12        | REFLECTED CEILING |
| 13        | REFLECTED CEILING |
| 14        | REFLECTED CEILING |
| 15        | REFLECTED CEILING |
| 16        | REFLECTED CEILING |
| 17        | REFLECTED CEILING |
| 18        | REFLECTED CEILING |
| 19        | REFLECTED CEILING |
| 20        | REFLECTED CEILING |

Project # PCO 0423.03  
**Concourse A Rehabilitation**  
 ALBANY INTERNATIONAL AIRPORT  
 Albany County Airport Authority  
 139 Albany County Plaza  
 Albany, NY 12219  
 518.262.2322

**Team**  
**ARCHITECT**  
 Forman Architecture  
 19 Franklin Street  
 Boston, MA 02110  
 617.552.7668

**Structural/MEP/Plumbing**  
 S&B Engineering, Inc.  
 44 Canal Street Suite 240  
 Newburgh, NY 12551  
 518.733.3421

**Code Consultant**  
 Code First Consultants, LLC  
 214 Franklin Road, Suite 207  
 Southbury, MA 01772  
 413.303.8533

**Cost Estimating**  
 T&B Construction Controls  
 25 Broadway, Suite 801  
 New York, NY 10004  
 212.331.0266

**100% CONSTRUCTION DOCUMENTS**  
**ISSUED FOR CONSTRUCTION**  
 08.12.2024

**Key Plan**

**Stamp**

2024 08 12 10:23 AM  
 2

Job No. 1376  
 Project Name  
 Checked By: Designer  
 Date: 08/12/24  
 Scale: 1/8" = 1'-0"

Drawing Title:  
**LEVEL 2 - UPPER CEILING DIMENSIONAL PLAN**

Drawing No.:  
**A-132**

**PCO-072**



# JAMES H. MALOY, INC.

Contractors



P.O. Box 11016  
Loudonville, N.Y. 12211-0016  
Phone (518) 438-7881  
Fax: (518) 438-7884

April 29, 2025

AOW Construction LLC  
30 Essex St, Albany, NY 12206  
Albany Airport Concourse A

**Aowinc06 - Albany Airport  
PCO-072**

**Remove reinforced concrete slab adjacent to jet bridge foundations**

|                         | <u>Quantity</u> | <u>Unit</u> | <u>Rate</u> | <u>Cost</u> | <u>Total</u>               |
|-------------------------|-----------------|-------------|-------------|-------------|----------------------------|
| <b><u>Labor</u></b>     |                 |             |             |             |                            |
| Foreman - S/T           | 10.0            | Hour        | \$ 106.90   | \$ 1,069.00 |                            |
| Foreman - O/T           | 1.0             | Hour        | \$ 39.62    | \$ 39.62    |                            |
| Laborer - S/T           | 10.0            | Hour        | \$ 85.60    | \$ 856.00   |                            |
| Laborer - O/T           | 1.0             | Hour        | \$ 28.98    | \$ 28.98    |                            |
| Class A Operator - S/T  | 10.0            | Hour        | \$ 108.31   | \$ 1,083.10 |                            |
| Class A Operator - O/T  | 1.0             | Hour        | \$ 37.85    | \$ 37.85    |                            |
| Security                | 18.0            | Hour        | \$ 40.00    | \$ 720.00   |                            |
| Teamster S/T            | 9.0             | Hour        | \$ 84.75    | \$ 762.75   |                            |
|                         |                 |             |             |             | \$ 4,597.30                |
| <b><u>Equipment</u></b> |                 |             |             |             |                            |
| Kubota w/hammer         | 9.0             | Hour        | \$ 138.06   | \$ 1,242.54 |                            |
| Link belt 210           | 10.0            | Hour        | \$ 126.85   | \$ 1,268.50 |                            |
| Link belt 350 w/hammer  | 1.0             | Hour        | \$ 232.10   | \$ 232.10   |                            |
| Tri-axle                | 9.0             | Hour        | \$ 87.64    | \$ 788.76   |                            |
| Escort                  | 9.0             | Hour        | \$ 25.00    | \$ 225.00   |                            |
| Cut saw w/blades        | 1.0             | Hour        | \$ 4.17     | \$ 4.17     |                            |
| service truck           | 10.0            | Hour        | \$ 28.57    | \$ 285.70   |                            |
| Lowboy                  | 6.0             | Hour        | \$ 250.00   | \$ 1,500.00 |                            |
|                         |                 |             |             |             | \$ 5,546.77                |
|                         |                 |             |             |             | Subtotal: \$ 10,144.07     |
|                         |                 |             |             |             | Tax (Tax Exempt): \$ -     |
|                         |                 |             |             |             | 10% O&P: \$ 1,014.41       |
|                         |                 |             |             |             | 5% (Subcontractor Only):   |
|                         |                 |             |             |             | Total: \$ 11,158.48        |
|                         |                 |             |             |             | <b>TOTAL: \$ 11,158.48</b> |

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PCO-072 [COR-087] Turner Comments

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From Wagner, Robert C - (NYN) <[rwagner@tcco.com](mailto:rwagner@tcco.com)>

Date Fri 06/27/25 3:23 PM

To Patrick Andrews <[pandrews@aowconstruction.com](mailto:pandrews@aowconstruction.com)>; John O'Donnell <[jodonnell@albanyairport.com](mailto:jodonnell@albanyairport.com)>

Cc McNeil, Brian - (NYN) <[bmcneil@tcco.com](mailto:bmcneil@tcco.com)>

 1 attachment (2 MB)

2025.06.28 PCO-072 Turner Comments.pdf

Pat-

Attached are our comments on MLB's cost proposal for PCO-072. We only have two tickets provided by AOW and no tickets were provided as backup with this proposal

Our finding show Maloy's proposal should be reduced from \$12,305 to \$11,027 to align with the hours verified which also reduces the overall change order request to \$11,584.00.

We will recommend a change order be issued in the amount of \$11,584 for this work.

**Robert Wagner, LEED<sup>®</sup> AP** | Project Manager

**Turner Construction Company** 1 Computer Drive South | Albany, New York 12205

office 518.432.0277 | mobile 518.852.1093 | [rwagner@tcco.com](mailto:rwagner@tcco.com)

[website](#) | [linkedin](#) | [facebook](#) | [twitter](#) | [youtube](#)

Turner is an Equal Opportunity Employer — minorities/females/veterans/individuals with disabilities/sexual orientation/gender identity.

VEVRAA Federal Contractor

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PCO-072 Rec'd TCCo 05.27.25

30 Essex Street  
Albany, NY 12206  
Ph : (518)482-3400

*Change Request*

To: Robert Wagner  
Turner Construction Company  
1 Computer Drive South  
Albany, NY 12205

Number: COR 087  
Date: 5/22/25  
Job: 24-00048 AIA Concourse A Rehab

Reason: Owner Request

We are pleased to offer the following specifications and pricing to make the following changes:

Detailed Description

COR-087 - PCO-072 - Unforeseen Concrete Under Gate A3 Slab: This PCO addresses the removal of unforeseen concrete under the Gate A3 slab.

Pricing Summary

|  |                        |              |                      |
|--|------------------------|--------------|----------------------|
|  | James H. Maloy         | \$ 12,305.00 | <del>11,027.00</del> |
|  | Subtotal:              | \$ 12,305.00 |                      |
|  | Bond 0.50%             | \$ 64.00     | <del>55.00</del>     |
|  | OH&P on Sub Work 5.00% | \$ 559.00    | <del>501.00</del>    |
|  | Total:                 | \$ 12,929.00 | <del>11,584.00</del> |

If you have any questions, please contact me at 518-482-3400.

Submitted by: Patrick Andrews  
AOW Construction, LLC

Cc: Alysia Sanichar (AOW Construction, LLC)

Approved by AOW CONSTRUCTION, LLC.:

Approved: *Al Burgazoli*

Date: 5/27/2025

Approved by ARCHITECT:

Approved: \_\_\_\_\_

Date: \_\_\_\_\_

Approved by OWNER:

Approved: \_\_\_\_\_

Date: \_\_\_\_\_

DS AZ DS PL



24-0048 Albany Airport Concourse A Rehab  
 COR-087 - PCO-072 - Unforeseen Concrete Under Gate A3 Slab

PCO-072 Rec'd TCCo 05.27.25

30 Essex Street  
 Albany, NY 12206  
 T 518-482-3400  
 F 518-482-3444

| <u>AOW Labor</u>              | Regular Hours | Regular Rate | Total       |
|-------------------------------|---------------|--------------|-------------|
| AOW Labor (Superintendent)    |               | \$ 94.00     | \$ -        |
| AOW Labor (Project Manager)   |               | \$ 95.00     | \$ -        |
| AOW Labor (Carpenter Foreman) |               | \$ 90.00     | \$ -        |
| AOW Labor (Carpenter)         |               | \$ 88.00     | \$ -        |
| AOW Labor (Laborer Foreman)   |               | \$ 90.00     | \$ -        |
| AOW Labor (Laborer)           |               | \$ 87.00     | \$ -        |
| <b>AOW Labor Total:</b>       |               |              | <b>\$ -</b> |

| <u>AOW Material</u>        | Quantity | Units | \$/Unit | Cost/Item | Total       |
|----------------------------|----------|-------|---------|-----------|-------------|
|                            |          |       |         | \$ -      | \$ -        |
|                            |          |       |         | \$ -      | \$ -        |
|                            |          |       |         | \$ -      | \$ -        |
| <b>AOW Material Total:</b> |          |       |         |           | <b>\$ -</b> |

| <u>AOW Tool Rentals</u>       | Quantity | Units | \$/Unit | Cost/Item | Total       |
|-------------------------------|----------|-------|---------|-----------|-------------|
|                               |          |       |         | \$ -      | \$ -        |
|                               |          |       |         | \$ -      | \$ -        |
| <b>AOW Tool Rental Total:</b> |          |       |         |           | <b>\$ -</b> |

**AOW Subtotal: \$ -**

| <u>Subcontractors</u>       | Subcontractor | Costs                   | 10% Mark-up            | Total                                                |
|-----------------------------|---------------|-------------------------|------------------------|------------------------------------------------------|
| James H. Maloy              |               | \$ <del>11,186.46</del> | \$ <del>1,118.65</del> | \$ 12,305.11                                         |
|                             |               | 10,029.26               | 1,002.53               | 11,027.79                                            |
|                             |               | \$ -                    | \$ -                   | \$ -                                                 |
|                             |               | \$ -                    | \$ -                   | \$ -                                                 |
| <b>Subcontractor Total:</b> |               |                         |                        | <b>\$ <del>11,186.46</del> 1,118.65 \$ 12,305.11</b> |

**Subtotal All Categories: \$ 12,305.11**

|                     |                            |                     |
|---------------------|----------------------------|---------------------|
| 15.0%               | AOW OH&P on Self-Performed | \$ -                |
| 5.0%                | AOW OH&P on Sub costs      | \$ 559.32 501.24    |
|                     | <b>Subtotal:</b>           | <b>\$ 12,864.43</b> |
|                     |                            | 11,529.05           |
| 0.5%                | Bond                       | \$ 64.32 55.14      |
| <b>Grand Total:</b> |                            | <b>\$ 12,928.75</b> |
|                     |                            | 11,584              |

# JAMES H. MALOY, INC.

Contractors



P.O. Box 11016  
 Loudonville, N.Y. 12211-0016  
 Phone (518) 438-7881  
 Fax: (518) 438-7884

April 29, 2025

AOW Construction LLC  
 30 Essex St, Albany, NY 12206  
 Albany Airport Concourse A

**Aowinc06 - Albany Airport**  
**PCO-072**  
**Remove reinforced concrete slab adjacent to jet bridge foundations**

|                             | Quantity | Unit | Rate           | Cost          | Total                                |
|-----------------------------|----------|------|----------------|---------------|--------------------------------------|
| <b>Labor</b>                |          |      |                |               |                                      |
| Foreman - S/T               | 11.0     | 9    | Hour \$ 106.90 | \$ 1,175.90   | 962.10                               |
| Foreman - O/T               | 1.0      | ✓    | Hour \$ 39.62  | \$ 39.62 ✓    |                                      |
| Laborer - S/T               | 10.0     | 9    | Hour \$ 85.60  | \$ 856.00     | 770.40                               |
| Laborer - O/T               | 1.0      | ✓    | Hour \$ 28.98  | \$ 28.98 ✓    |                                      |
| Class A Operator - S/T      | 12.0     | 9    | Hour \$ 108.31 | \$ 1,299.72   | 974.79                               |
| Class A Operator - O/T      | 1.0      | ✓    | Hour \$ 37.85  | \$ 37.85 ✓    |                                      |
| Security                    | 18.0     | ✓    | Hour \$ 40.00  | \$ 720.00 ✓   |                                      |
| Teamster S/T                | 9.0      | ✓    | Hour \$ 84.75  | \$ 762.75 ✓   |                                      |
|                             |          |      |                |               | \$ 4,920.82 × ↑                      |
| <b>Equipment</b>            |          |      |                |               |                                      |
| Kubota w/hammer             | 14.0     | 9    | Hour \$ 138.06 | \$ 1,932.84   | 1242.54                              |
| Link belt 210               | 10.0     | ✓    | Hour \$ 126.85 | \$ 1,268.50 ✓ |                                      |
| Link belt 350 w/hammer      | 1.0      | ✓    | Hour \$ 232.10 | \$ 232.10 ✓   |                                      |
| Tri-axle                    | 9.0      | 9    | Hour \$ 87.64  | \$ 788.76     | 788.76                               |
| Escort                      | 9.0      | ✓    | Hour \$ 25.00  | \$ 225.00 ✓   |                                      |
| Cut saw w/blades            | 1.0      | ✓    | Hour \$ 4.17   | \$ 4.17 ✓     |                                      |
| service truck FOREMAN TRUCK | 11.0     | 10   | Hour \$ 28.57  | \$ 314.27 ×   | 288.70                               |
| Lowboy ← NOT ON TICKETS     | 6.0      | 5    | Hour \$ 250.00 | \$ 1,500.00 × | 10,025.26                            |
|                             |          |      |                |               | \$ 6,265.64 × ↑                      |
|                             |          |      |                |               | 5728.77                              |
|                             |          |      |                |               | Subtotal: \$ 11,186.46 10,025.26     |
|                             |          |      |                |               | Tax (Tax Exempt): \$ -               |
|                             |          |      |                |               | 10% O&P: \$ 1,118.65 1,002.53        |
|                             |          |      |                |               | 5% (Subcontractor Only):             |
|                             |          |      |                |               | Total: \$ 12,305.11                  |
|                             |          |      |                |               | <b>TOTAL: \$ 12,305.11 11,027.79</b> |
|                             |          |      |                |               | 11,158.48                            |

JAMES H. MALOY, INC.

DAILY RECORD OF WORK AUTHORIZED, NOT INCLUDED IN CONTRACT

| Project/Contract No. |                       | Owner         |       | Item Number |           | Work Description |       |     | Date        |                    |             |        |        |
|----------------------|-----------------------|---------------|-------|-------------|-----------|------------------|-------|-----|-------------|--------------------|-------------|--------|--------|
| HOWINCOLE            |                       | ADW           |       |             |           | CONCRETE REMOVAL |       |     | 3/2/25      |                    |             |        |        |
| LABOR                |                       |               |       |             | MATERIALS |                  |       |     | EQUIPMENT   |                    |             |        |        |
| ID                   | Last Name, First Name | Trade & Group | Hours |             |           | Description      | Units | Qty | Stock (Y/N) | ID                 | Description | Hours  |        |
|                      |                       |               | Reg   | Prem        | Total     |                  |       |     |             |                    |             | In Use | Stndby |
| 1                    | TYLWIKI, ERIC         | SLAB          | 6     |             | 6         |                  |       |     |             | FOREMAN TOOL TRUCK | 6           |        |        |
| 2                    | DIGAS, RANDY          | OPER          | 6     |             | 6         |                  |       |     |             | KUBOTA EX 57       | 6           |        |        |
| 3                    | MANN, ROB             | LABOR         | 6     |             | 6         |                  |       |     |             | RAMMER             | 6           |        |        |
| 4                    | SPOTTS, MARK          | TRANS         | 5     |             | 5         |                  |       |     |             | LINK BELT 210      | 5           |        |        |
| 5                    | GATEWOOD              |               | 5     |             | 5         |                  |       |     |             | ESCORT VEHICLE     | 5           |        |        |
| 6                    | ESCORT                |               | 5     |             | 5         |                  |       |     |             | MALAY TRAILER      | 5           |        |        |
| 7                    |                       |               |       |             |           |                  |       |     |             |                    |             |        |        |
| 8                    |                       |               |       |             |           |                  |       |     |             |                    |             |        |        |
| 9                    |                       |               |       |             |           |                  |       |     |             |                    |             |        |        |
| 10                   |                       |               |       |             |           |                  |       |     |             |                    |             |        |        |
| 11                   |                       |               |       |             |           |                  |       |     |             |                    |             |        |        |
| 12                   |                       |               |       |             |           |                  |       |     |             |                    |             |        |        |
| 13                   |                       |               |       |             |           |                  |       |     |             |                    |             |        |        |
| 14                   |                       |               |       |             |           |                  |       |     |             |                    |             |        |        |
| 15                   |                       |               |       |             |           |                  |       |     |             |                    |             |        |        |

STATEMENT OF WORK ACCOMPLISHED: HAMMER CONCRETE, CUT REBAR, AND LOAD OUT CONCRETE SPOILS FROM EXISTING CONCRETE SLAB THAT WAS UNDER PAVEMENT ALONG NORTH EDGE OF NEW APRON. CONCRETE SLAB IS 6"-12" THICK, 6 FOOT WIDE, AND FULL LENGTH OF NEW APRON.

CERTIFICATION: I certify to the best of my knowledge and belief, that the equipment used on this work was of the proper size, that material taken from stock as designated above is charged at fair market value, and that the account herein shown is an accurate statement of labor, materials and equipment used on this day.

ERIC TYLWIKI \_\_\_\_\_ Date \_\_\_\_\_  
 Printed Name Signature  
 James H. Maloy, Inc  
 \_\_\_\_\_ Date \_\_\_\_\_  
 Printed Name Signature  
 Owner/Project Manager





**Turner Construction Company**  
1 Computer Drive South  
Albany, New York 12205

May 15, 2025,

Mr. Patrick Andrews  
AOW Construction  
Project Manager  
30 Essex Street  
Albany, NY 12206

RE: Albany County Airport Authority  
PCO-072 Unforeseen Concrete Under Gate A3 Slab

Dear Mr. Andrews,

Please provide pricing for the unforeseen concrete under Gate A3 Slab. Price to include but not limited to removal of unforeseen concrete under Gate A3 slab. Submit pricing on this item no later than next Thursday, May 22, 2025.

Please feel free to contact me if you have any questions regarding this request.

Sincerely,

*Brian McNeil*

Brian McNeil  
Project Engineer  
Turner Construction Company

**PCO-080**



PCO-080 Rec'd TCCo 05.14.25

30 Essex Street  
Albany, NY 12206  
Ph : (518)482-3400

*Change Request*

To: Robert Wagner  
Turner Construction Company  
1 Computer Drive South  
Albany, NY 12205

Number: COR 080  
Date: 5/14/25  
Job: 24-00048 AIA Concourse A Rehab

Reason: Owner Request

We are pleased to offer the following specifications and pricing to make the following changes:

Detailed Description

Furnish and install ACT 3 in lieu of ACT 2 at Concession area ceiling.

Pricing Summary

|               |              |
|---------------|--------------|
| AOW Materials | \$-17,323.00 |
| AOW Labor     | \$-1,216.00  |

Subtotal: \$-18,539.00

**Total: \$-18,539.00**

If you have any questions, please contact me at 518-482-3400.

Submitted by: Patrick Andrews  
AOW Construction, LLC

Cc: Alysia Sanichar (AOW Construction, LLC)

Approved by AOW CONSTRUCTION, LLC.:

Approved: Ab Burgayoli  
Date: 5/14/2025

Approved by ARCHITECT:

Approved: \_\_\_\_\_  
Date: \_\_\_\_\_

Approved by OWNER:

Approved: \_\_\_\_\_  
Date: \_\_\_\_\_

DS DS  
AZ PA



24-0048 Albany Airport Concourse A Rehab  
COR 080 Revise Concession Area Ceiling

**PCO-080 Rec'd TCCo 05.14.25**

30 Essex Street  
Albany, NY 12206  
T 518-482-3400  
F 518-482-3444

| <u>AOW Labor</u>              | Regular Hours | OT Hours | Regular Rate | OT Rate   | Total                |
|-------------------------------|---------------|----------|--------------|-----------|----------------------|
| AOW Labor (Superintendent)    |               |          | \$ 94.00     | \$ 141.00 | \$ -                 |
| AOW Labor (Project Manager)   |               |          | \$ 95.00     | \$ 110.00 | \$ -                 |
| AOW Labor (Carpenter Foreman) |               |          | \$ 90.00     | \$ 135.00 | \$ -                 |
| AOW Labor (Carpenter)         | -13.82        |          | \$ 88.00     | \$ 129.00 | \$ (1,216.16)        |
| AOW Labor (Laborer Foreman)   |               |          | \$ 90.00     | \$ 135.00 | \$ -                 |
| AOW Labor (Laborer)           |               |          | \$ 87.00     | \$ 129.00 | \$ -                 |
| <b>AOW Labor Total:</b>       |               |          |              |           | <b>\$ (1,216.16)</b> |

| <u>AOW Material</u>        | Quantity | Units | \$/Unit  | Cost/Item      |                       |
|----------------------------|----------|-------|----------|----------------|-----------------------|
| Deduct ACT 2               | -1208    | sf    | \$ 15.27 | \$ (18,446.16) | \$ (18,446.16)        |
| Deduct ACT 4               | -1208    | sf    | \$ 3.44  | \$ (4,155.52)  | \$ (4,155.52)         |
| Add ACT 3                  | 1208     | sf    | \$ 4.37  | \$ 5,278.96    | \$ 5,278.96           |
| <b>AOW Material Total:</b> |          |       |          |                | <b>\$ (17,322.72)</b> |

| <u>AOW Tool Rentals</u>       | Quantity | Units | \$/Unit | Cost/Item |             |
|-------------------------------|----------|-------|---------|-----------|-------------|
|                               |          |       |         | \$ -      | \$ -        |
|                               |          |       |         | \$ -      | \$ -        |
| <b>AOW Tool Rental Total:</b> |          |       |         |           | <b>\$ -</b> |

**AOW Subtotal: \$ (18,538.88)**

Subcontractors

| Subcontractor Costs | 10% Mark-up |             |
|---------------------|-------------|-------------|
| \$ -                | \$ -        | \$ -        |
| \$ -                | \$ -        | \$ -        |
| \$ -                | \$ -        | \$ -        |
| \$ -                | \$ -        | \$ -        |
| <b>\$ -</b>         | <b>\$ -</b> | <b>\$ -</b> |

**Subcontractor Total:**

**Subtotal All Categories: \$ (18,538.88)**

|       |                            |                       |
|-------|----------------------------|-----------------------|
| 15.0% | AOW OH&P on Self-Performed |                       |
| 5.0%  | AOW OH&P on Sub costs      | \$ -                  |
|       | <b>Subtotal:</b>           | <b>\$ (18,538.88)</b> |
| 0.5%  | Bond                       |                       |
|       | <b>Grand Total:</b>        | <b>\$ (18,538.88)</b> |



Building: \_\_\_\_\_

Architects: \_\_\_\_\_

Estimate Number: \_\_\_\_\_

Estimator: \_\_\_\_\_

Date: \_\_\_\_\_

*COB 080 - Concession Ceiling*

| Description of Work                                              | Total Estimated Quantity     | Unit Price M <sup>2</sup> | Total Estimated Material Cost | Unit Price Labor | Total Estimated Labor Cost    |
|------------------------------------------------------------------|------------------------------|---------------------------|-------------------------------|------------------|-------------------------------|
| Furnish and Install ACT 3 in lieu of ACT-2 as Concession Fix out |                              |                           |                               |                  |                               |
| Grid - 2x2 Grid System                                           | -                            | -                         | No Charge                     | -                | No Ch. r                      |
| Deduct ACT 2                                                     | $\langle 1,208^{22} \rangle$ | 15 <sup>22</sup>          | $\langle 18,416^{22} \rangle$ | 12 <sup>5</sup>  | $\langle 1,510^{22} \rangle$  |
| Deduct ACT-Cor Ldr                                               | $\langle 85^{22} \rangle$    | -                         | -                             | 7 <sup>20</sup>  | $\langle 612^{22} \rangle$    |
| Deduct ACT 4                                                     | $\langle 1,208^{22} \rangle$ | 3 <sup>41</sup>           | $\langle 4,155^{52} \rangle$  | 1 <sup>-</sup>   | $\langle 1,208^{22} \rangle$  |
| Add ACT 3                                                        | 1,208 <sup>14</sup>          | 4 <sup>32</sup>           | 5,278 <sup>96</sup>           | 17 <sup>5</sup>  | 2,114 <sup>-</sup>            |
|                                                                  |                              |                           | $\langle 17,322^{72} \rangle$ |                  | $\langle 1,216^{22} \rangle$  |
|                                                                  |                              |                           |                               |                  | $\langle 17,322^{22} \rangle$ |
|                                                                  |                              |                           |                               |                  | $\langle 18,538^{22} \rangle$ |



Branch 613  
 86 RAILROAD AVE  
 ALBANY, NY 12205-5902  
 Ph: (518) 435-1111

**PCO-080 Rec'd TCCo 05.14.25** **Quote**

Whse: 613 Order: 613000685-00  
 Company Number: 1

Foundation Building Materials

Quotation expires 30 days from quote date

**Bill To: 354515**  
 AOW CONSTRUCTION LLC  
 30 ESSEX ST  
 ALBANY NY 12206-2050  
 (518) 482-3400

**Ship To: MISC**  
 AOW CONSTRUCTION LLC  
 30 ESSEX ST  
 ALBANY NY 12206-2050  
 (518) 482-3400

|                              |                   |                     |
|------------------------------|-------------------|---------------------|
| <b>Order Number</b>          | <b>Order Date</b> | <b>Promise Date</b> |
| 613000685-00                 | 05/22/2024        | 05/22/2024          |
| <b>Customer PO</b>           |                   |                     |
| ALBANY AIRPORT               |                   |                     |
| <b>Sales Rep</b>             |                   |                     |
| Mucciolo, Michael            |                   |                     |
| <b>Shipping Instructions</b> | <b>Page #</b>     |                     |
|                              | 1 of 2            |                     |

|                         |                 |                  |                     |
|-------------------------|-----------------|------------------|---------------------|
| <b>Order Entered By</b> | <b>Ship Via</b> | <b>Placed By</b> | <b>Job # / Name</b> |
| Conte, Justin           |                 | JAMES            |                     |

| LN | Qty Ordered | Sell Unit | Product Code<br>Product Description | Weight | UOM Qty | UOM | Price UOM (\$) | Net Amount (\$) |
|----|-------------|-----------|-------------------------------------|--------|---------|-----|----------------|-----------------|
|----|-------------|-----------|-------------------------------------|--------|---------|-----|----------------|-----------------|

|   |      |     |                                                            |    |       |            |                    |        |
|---|------|-----|------------------------------------------------------------|----|-------|------------|--------------------|--------|
| 3 | 1.00 | CTN | CTA2820ABK<br>ARM CALLA 2X2X1 SQ LAY-IN 15/16" (40') BLACK | 45 | 0.040 | MSF<br>CTN | 3,445.00<br>137.80 | 137.80 |
|---|------|-----|------------------------------------------------------------|----|-------|------------|--------------------|--------|



Branch 613  
 86 RAILROAD AVE  
 ALBANY, NY 12205-5902  
 Ph: (518) 435-1111

**PCO-080 Rec'd TCCo 05.14.25 Quote**

Whse: 613 Order: 613004228-00

Company Number: 1

**Foundation Building Materials**

Quotation expires 30 days from quote date

**Bill To: 2613**  
 CASH CUSTOMER ALBANY, NY  
 86 RAILROAD AVE  
 ALBANY NY 12205-5902

**Ship To: IICU**  
 CASH CUSTOMER ALBANY  
 86C RAILROAD AVE  
 ALBANY NY 12205  
 (518) 435-1111

|                              |                   |                     |
|------------------------------|-------------------|---------------------|
| <b>Order Number</b>          | <b>Order Date</b> | <b>Promise Date</b> |
| 613004228-00                 | 05/13/2025        | 05/20/2025          |
| <b>Customer PO</b>           |                   |                     |
| CALLA TILE                   |                   |                     |
| <b>Sales Rep</b>             |                   |                     |
| 613 House Account            |                   |                     |
| <b>Shipping Instructions</b> | <b>Page #</b>     |                     |
|                              | 1 of 1            |                     |

**PAYMENT REQUIRED BEFORE DELIVERY**

|                         |                 |                  |                     |
|-------------------------|-----------------|------------------|---------------------|
| <b>Order Entered By</b> | <b>Ship Via</b> | <b>Placed By</b> | <b>Job # / Name</b> |
| Mucciolo, Michael       | Est.Delivery    | AL               |                     |

| LN | Qty Ordered | Sell Unit | Product Code<br>Product Description                      | Weight | UOM Qty | UOM        | Price UOM (\$)     | Net Amount (\$) |
|----|-------------|-----------|----------------------------------------------------------|--------|---------|------------|--------------------|-----------------|
| 1  | 1.00        | CTN       | CTA2824A<br>ARM CALLA 2X2X1 SQ TEG 9/16" (40'/CTN) WHITE | 40     | 0.040   | MSF<br>CTN | 4,372.00<br>174.88 | 174.88          |

|                      |                     |               |
|----------------------|---------------------|---------------|
| <b>1 Lines Total</b> | <b>Subtotal</b>     | <b>174.88</b> |
|                      | <b>Trans Chg 50</b> | <b>50.00</b>  |
|                      | <b>Taxes</b>        | <b>17.99</b>  |
|                      | <b>Total</b>        | <b>242.87</b> |

Total Weight on this order: 40.40

MyFBM.com



A signed purchase order is due within 30 days of the order date that appears on this quotation. Otherwise, we reserve the right to terminate this quotation and / or issue a replacement quote. A transportation surcharge will be applied for each delivered order. This quotation is conditioned upon buyer's acknowledgement and acceptance of FBM's terms and conditions located at <http://www.fbmsales.com/salesterms>. Any new, additional or different terms are rejected.



Turner Construction Company  
1 Computer Drive South  
Albany, New York 12205

April 22, 2025,

Mr. Patrick Andrews  
AOW Construction  
Project Manager  
30 Essex Street  
Albany, NY 12206

RE: Albany County Airport Authority  
PCO-080 RFI-113 Concession Ceilings Revision

Dear Mr. Andrews,

Please provide credit for RFI-113 Concessions Ceiling Revision. Refer to 113 for further clarification of this change. Credit to include but not limited change from ACT-2 Ceilings to ACT-3. Submit pricing on this item no later than next Tuesday April 29, 2025.

Please feel free to contact me if you have any questions regarding this request.

Sincerely,

*Brian McNeil*

Brian McNeil  
Project Engineer  
Turner Construction Company

**AGENDA ITEM NO. 12**

**Authorization of Federal and State Grants**

**AGENDA ITEM NO. 13**

**Informational Only**

**AGENDA ITEM NO. 13.1  
INFORMATIONAL ITEM**

**Present draft of new Airline Use and Lease Agreement  
effective January 1, 2026.**

AGENDA ITEM NO: 13.1  
MEETING DATE: July 14, 2025

ALBANY COUNTY AIRPORT AUTHORITY  
INFORMATIONAL

**INFORMATIONAL  
ITEM - PRESENTED  
TO ACAA  
07/14/2025**

DEPARTMENT: *Finance*

Contact Person: *Margaret Herrmann, Acting Chief Financial Officer*

PURPOSE OF REQUEST:

*Present draft of new Airline Use and Lease Agreement effective January 1, 2026.*

CONTRACT AMOUNT:

Base Amount *N/A*

BUDGET INFORMATION:

Anticipated in Current ALB Operating Budget: Yes  No  NA

FISCAL IMPACT - FUNDING (Dollars or Percentages)

Federal 0% State 0% Airport 0% N/A

JUSTIFICATION:

*The current term of the Signatory Airline and Signatory Cargo Agreements ends on December 31, 2025. The Authority and the Airline Affairs Committee are negotiating a new agreement to take effective January 1, 2026 for a new initial five year period. The Authority utilizes the services of the law firm of Anderson & Kreiger, LLP and financial consultants Frasca & Associates, LLC to assist with legal and financial compliance and conformance with industry standards.*

CHIEF EXECUTIVE OFFICER'S RECOMMENDATION:

*Recommend approval of this draft. Final agreement will be presented at a later date.*

FINAL AGREEMENT SUBJECT TO APPROVAL BY COUNSEL: YES  NA

PROCUREMENT DEPARTMENT APPROVAL:

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

BACK-UP MATERIAL:

- *Summary of modifications to the agreement; and*
- *Draft Signatory Airline Use and Lease Agreement*

**SUMMARY OF MAJOR MODIFICATIONS**  
**FROM THE CURRENT**  
**AIRLINE USE AND LEASE AGREEMENT**  
**FOR**  
**ALBANY INTERNATIONAL AIRPORT**

As of July 8, 2025

Highlighted below are the most significant modifications from the existing Agreement, which is due to expire on December 31, 2025. Many of the proposed modifications simply update the form of Agreement to be consistent with current applicable laws and practices or to eliminate provisions that no longer apply.

- Terminal Use Provisions
  - Preferential Use Gate Utilization Target increased from 2 to 3 daily turns.
  - Per-Use Terminal Fee changed to Per-Turn Terminal Fee. Applicable to all airlines, not just low-volume air carriers.
  - Low Volume Air Carriers are those with aggregate of no more than 800 (increased from 700) departing passenger seats each week.
- MII
  - MII threshold increased from \$3 million to \$6 million. No annual adjustment.
- Rates and Charges
  - Remove FBO results from Landing Fee calculation and Net Revenue sharing.
  - Fund Capital Coverage – Airport no longer waiving coverage charges. (Change in application, not in language of ULA.)
  - Non-Signatory Landing Fee set at 25% premium (industry standard). Previous calculation was overly complicated.
- Other
  - Tweak O&M Allocations – no material changes. Mostly shifting allocations around ARFF (towards Airfield) and Security (towards Terminal/Airfield).
  - Modernized environmental sections and definitions.

- Boilerplate tweaks: strengthened subordination clause, added PFC assurance language, updated required FAA contract language (note: expect to update this again before execution), added statutorily required boarding and deplaning obligations for airlines, added waiver of jury trial.

---

**SIGNATORY AIRLINE USE AND LEASE AGREEMENT**

**For**

**ALBANY INTERNATIONAL AIRPORT**

**By and Between**

**THE ALBANY COUNTY AIRPORT AUTHORITY**

**And**

**[AIRLINE]**

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## AIRLINE USE AND LEASE AGREEMENT

THIS AGREEMENT is made and entered into this [REDACTED] day of [REDACTED] 20[REDACTED], by and between the ALBANY COUNTY AIRPORT AUTHORITY, a body politic and corporate constituting a public benefit corporation created and existing under Title 32 of Article 8 of the Public Authorities Law of the State of New York, hereinafter referred to as "AUTHORITY," and [AIRLINE], a corporation organized and existing under the laws of the State of [REDACTED], and authorized to do business in the State of New York, hereinafter referred to as "AIRLINE."

### WITNESSETH:

WHEREAS, the County of Albany, New York, a municipal corporation and political subdivision of the State of New York, hereinafter referred to as "County," is the owner of the Albany International Airport, hereinafter referred to as the "Airport," located in the Town of Colonie, County of Albany, State of New York;

WHEREAS, the County and AUTHORITY have entered into an Airport Lease Agreement, hereinafter referred to as the "Airport Lease," for the transfer of certain rights and obligations to AUTHORITY with respect to the Airport;

WHEREAS, AUTHORITY is responsible under the Airport Lease for the operation, maintenance, improvement and promotion of the Airport;

WHEREAS, AUTHORITY has the right to lease and license the use of property and facilities on the Airport and has full power and authority to enter into this Agreement in respect thereof and

WHEREAS, AIRLINE is engaged in the business of scheduled transportation by air of persons, property, mail and/or cargo; and

WHEREAS, AIRLINE desires to obtain certain rights, services and privileges in connection with the use of the Airport and its facilities, and AUTHORITY is willing to grant and lease the same to AIRLINE upon the terms and conditions hereinafter stated; and

WHEREAS, AIRLINE and AUTHORITY desire to enter into a new use and lease agreement, subject to the terms of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein contained, AUTHORITY and AIRLINE do hereby mutually undertake, promise and agree, each for itself and its successors and assigns, as follows:

#### **ARTICLE 1 DEFINITIONS**

The following words, terms and phrases wherever used in this Agreement shall for the purposes of this Agreement have the following meanings:

Act shall mean the Albany County Airport Authority Act, Title 32 of Article 8 of the New York State Public Authorities Law, as such may be amended, supplemented, or replaced from time to time.

Affiliate shall mean a Signatory Airline that is operating its Air Transportation Business at the Airport as described in Section 10.5, or a Non-Signatory Airline that is operating its Air Transportation Business at the Airport under a Non-Signatory Operating Agreement with AUTHORITY, and that (in either case) is (i) a parent or subsidiary of AIRLINE or under the same parental control as AIRLINE, or (ii) shares an International Air Transport Association (IATA) flight designation code with AIRLINE at the Airport (Code-Sharing Partner), or (iii) otherwise operates under essentially the same trade name as AIRLINE at the Airport and uses essentially the same livery as AIRLINE (except in the case of a maintenance spare substitute); provided that no major airline, as such term is defined by the Federal Aviation Administration, shall be classified as an Affiliate of another major airline, unless either clause (i) or (iii) above defines the relationship

between such airlines at the Airport. AIRLINE shall provide AUTHORITY with advance written notice prior to designating a new Affiliate. Such designation is subject to AUTHORITY approval, which shall not be unreasonably withheld, delayed or conditioned. AIRLINE shall provide AUTHORITY with advance written notice prior to the cancellation of any designation of an Affiliate before the cancellation of such designation.

Affiliate Operating Agreement shall mean the agreement executed by AUTHORITY, AIRLINE and the Non-Signatory Airline designated by AIRLINE as its Affiliate pertaining to the Affiliate's use of any Airport facilities or services as an Affiliate of AIRLINE, substantially similar to Exhibit "H" attached hereto.

Agreement shall mean this Airline Use and Lease Agreement between AUTHORITY and AIRLINE, as the same may be amended or supplemented from time to time pursuant to the terms hereof.

Air Transportation Business shall mean that business operated by AIRLINE at the Airport for the commercial transportation by air of persons, property, mail or cargo.

Air Transportation Company shall mean a company engaged in the business of scheduled or nonscheduled commercial transportation by air of persons, property, mail, or cargo.

Aircraft Aprons shall mean those parts of the Ramp Area adjacent to the Terminal that are used for the parking of aircraft and support vehicles, and the loading and unloading of aircraft.

Airfield shall mean the Landing Area and Ramp Area, and other facilities supporting the activity of military, general aviation, and commercial aircraft.

AIRLINE shall mean the Scheduled Air Carrier executing this Agreement.

Airline Affairs Committee or AAC shall mean collectively the authorized representatives of each Signatory Airline and Signatory Cargo Carrier which shall meet from time to time with

representatives of AUTHORITY to receive information and provide input from the Signatory Airlines and Signatory Cargo Carrier with regard to the operation and development of the Airport.

Airline Premises shall mean those areas assigned to AIRLINE as Preferential Use and Joint Use Premises, as defined herein, and shown on Exhibits “B” and “C” attached hereto.

Airport shall mean the Albany International Airport owned by the County and operated by AUTHORITY, as the same may exist from time to time and which, as of the date hereof, is shown on Exhibit “A,” attached hereto, including all real property and easements, improvements and appurtenances thereto, structures, buildings, fixtures, machinery, equipment, vehicles, supplies and other tangible personal property, or interest in any of the foregoing, now or hereafter leased or acquired by AUTHORITY. Airport shall also include any additional airports or facilities leased, acquired, or operated by AUTHORITY that are part of the Albany International Airport, including noise land, subject to the MII provisions of Article 9.

Airport Lease shall mean the Airport Lease Agreement between AUTHORITY and the County, dated December 5, 1995 and effective May 16, 1996, as may be amended from time to time.

Amortization Requirements shall mean the recovery or repayment of capital costs as principal and interest, in substantially equal annual installments over a fixed term for a Capital Expenditure which is not debt financed. The amortization charge, if any, for such expenditures shall be as agreed to by AUTHORITY and a Majority-in-Interest.

AUTHORITY shall mean the Albany County Airport Authority, a body politic and corporate constituting a public benefit corporation created and existing under the Act, and shall include such person or persons as may from time to time be authorized in writing by AUTHORITY to act for the AUTHORITY with respect to all matters pertaining to this Agreement.

Average Minimum Use Level shall mean the average minimum number of Turns calculated by AUTHORITY based on the rolling six-month average of an Air Carrier's Turns at all of an Air Carrier's Preferential Use Gates, as further described in Section 5.2.

Bonds shall mean any bonds or other financing instrument or obligation of the AUTHORITY having a first lien on Revenues, after the payment of O&M Expenses, including, to the extent not treated as an O&M Expense, bonds issued by the County for the purposes of the Airport, other than Subordinated Indebtedness or Other Indebtedness.

Capital Charge Coverage shall mean, for any Fiscal Year, an amount equal to twenty-five percent (25%) of Debt Service, if required by any Resolution(s) or other financing document(s) of the County or AUTHORITY, plus such other amounts as may be established with respect to Other Indebtedness.

Capital Charges shall mean (i) Debt Service, (ii) Other Debt Service, and (iii) Amortization Requirements.

Capital Expenditure shall mean an expenditure made to acquire, purchase or construct a single capital item or project for the purpose(s) of improving, maintaining or developing the Airport and shall include expenses incurred for development, study, analysis, review or planning efforts. For the purposes of this Agreement, a Capital Expenditure shall mean an expenditure in excess of \$50,000 in net costs, after application of any applicable federal and state grants or PFC funds.

Capital Improvement Program or CIP shall mean each five-year capital improvement plan, as amended from time to time, submitted to and approved by the County in accordance with the Act. AUTHORITY's current CIP is attached hereto as Exhibit "E."

Chargeable Landings shall mean those aircraft landings for which landing fees shall be due and payable by AIRLINE, as set forth in Section 7.1. Such landings by AIRLINE shall include all Revenue Landings during any period.

Chief Executive Officer or CEO shall mean the Chief Executive Officer of the AUTHORITY, and shall also include such person or persons as may from time to time be authorized in writing by AUTHORITY or by the CEO or applicable law to act for the CEO with respect to any or all matters pertaining to this Agreement.

Contract Security shall mean that requirement established in Section 7.10 of this Agreement.

Cost Centers shall mean those areas or functional activities of the Airport as set forth in Exhibit "G," grouped together for the purposes of accounting for Revenues, O&M Expenses, Capital Charges, Capital Charges Coverage, and any other requirements including reserves, established by any Resolution(s) or other financing document(s) of the County or AUTHORITY.

County shall mean the County of Albany, State of New York, operating through its legislature, legislative committees, or elected or appointed officials.

Debt Service shall mean the amount required during any period for the accrual and payment of principal of, interest on, and premium, if any, and other fees and amounts associated with all series of Bonds and Subordinated Indebtedness, all as set forth in any Resolution(s) or other financing document(s) of the County or AUTHORITY.

Debt Service Reserve Fund shall mean any fund or funds established by the AUTHORITY for monies necessary to satisfy any Debt Service Reserve Requirement established in any Resolution(s) or other financing document(s) of the County or AUTHORITY.

Debt Service Reserve Requirement shall mean the requirement, if any, for the Debt Service Reserve Funds for all series of Bonds, Subordinated Indebtedness, and Other Indebtedness.

DHS shall mean the Department of Homeland Security, and its authorized successors.

Effective Date shall mean that date set forth in Section 2.1.

Enplaned Passenger shall mean all local boarding, interline transfer, and intraline transfer passengers at the Airport, other than AIRLINE's employees or AIRLINE's retirees traveling on AIRLINE passes. The total number of AIRLINE's Enplaned Passengers shall include all local boarding, interline transfer, and intraline transfer passengers boarded by AIRLINE or by any Air Transportation Company ground-handled or otherwise accommodated by AIRLINE.

Environmental Damages shall mean all claims, fees and expenses of defense of any claim and of any settlement or judgment, including without limitation reasonable attorneys', consultants', contractors', experts' and laboratory fees, any of which are incurred at any time as a result of the presence of Hazardous Materials upon, about, or beneath the Airline Premises or migrating or threatening to migrate to or from the Leased Premises, or the existence of a violation of Environmental Laws pertaining to the Leased Premises or AIRLINE's or an AIRLINE ENTITY's operations at the Airport including without limitation: (i) damages for personal or bodily injury, or injury to property or natural resources occurring upon or off the Airline Premises, foreseeable or unforeseeable, including without limitation, interest and penalties and claims brought on behalf of employees of AIRLINE or AUTHORITY; (ii) impairment of the AUTHORITY's use or planned use of the Airline Premises; and (iii) fees incurred in connection with a Response, including but not limited to Response actions necessary for planned uses of the Airport, or a violation of Environmental Laws; and (iv) liability to any third person or

governmental agency to indemnify such person or agency for fees expended in connection with the items referenced in this definition, whether on or off the Airport.

Environmental Laws shall mean all applicable federal, state and local laws including, but not limited to, statutes, regulations, ordinances, codes, rules, permits issued to AUTHORITY, other governmental restrictions and requirements relating to the environment or Hazardous Materials, and any state and federal policies and guidance that implement any of the foregoing, including, but not limited to, the Federal Solid Waste Disposal Act, the Federal Clean Air Act, the Federal Clean Water Act, the Resource Conservation and Recovery Act of 1976, the Federal Comprehensive Environmental Responsibility, Cleanup and Liability Act of 1980 as amended by the Super Fund Amendments and Re-authorization Act of 1986, regulations of the Environmental Protection Agency, regulations of the Nuclear Regulatory Commission, and regulations of the New York Department of Environmental Conservation.

Extraordinary Coverage Protection shall mean the requirement set forth in Section 8.4B.

FAA shall mean the Federal Aviation Administration, or its authorized successor(s).

Fiscal Year shall mean the annual accounting period of AUTHORITY for its general accounting purposes which, at the time of entering into this Agreement, is the period of twelve consecutive months, ending with the last day of December of any year.

Funds Remaining shall mean the amounts defined in Section 8.4C.

Gate shall mean a gate position including the associated Ramp Area, holdroom and loading bridge(s) as shown on Exhibit "B" attached hereto. The Ramp Area shall be sufficient to encompass all equipment staging and access associated with operating the gate including, without limitation, the ticket lift station and passenger check-in counter in the holdroom, the loading bridge, and all ground handling equipment.

General Fund shall mean any fund or account established by AUTHORITY in any Resolution(s) or other financing document(s) of the AUTHORITY for the purpose of retaining AUTHORITY's share of Funds Remaining, as set forth in Section 8.4C.

Hazardous Materials shall mean any substance, chemical compound, product, solid, gas, liquid, waste, by-product, pollutant, contaminant or material which is classified or regulated as "hazardous" or "toxic" pursuant to any Environmental Law, including, without limitation, asbestos, polychlorinated biphenyls, per- and polyfluoroalkyl substances, and petroleum (including crude oil or any fraction thereof).

Joint Use Premises shall mean those areas which may be assigned to two or more Scheduled Air Carriers, as shown on Exhibits "B" and "C" attached hereto.

Landing Area shall mean those portions of the Airport provided for the landing, taking off and taxiing of aircraft, including without limitation, approach and turning zones, aviation or other easements, runways, taxiways, runway and taxiway lights, and other appurtenances in connection therewith.

Low-Volume Air Carrier shall mean a Non-Signatory Airline with seven or fewer scheduled revenue flights departing from the Airport with an aggregate of no more than 800 departing passenger seats each calendar week.

Majority-in-Interest or MII for the Airfield shall mean such group of Signatory Airlines and Signatory Cargo Carriers representing greater than fifty percent (50%) in number of all Signatory Airlines and Signatory Cargo Carriers, accounting for not less than fifty percent (50%) of Maximum Gross Landed Weight of all Signatory Airlines and Signatory Cargo Carriers for the most recent six (6) month period for which such statistics are available. MII for the Terminal shall mean such group of Signatory Airlines (i) representing greater than fifty percent (50%) in number

of all such Signatory Airlines accounting for not less than fifty percent (50%) of the total Signatory Airline Terminal rentals for the most recent six (6) month period for which such statistics are available.

Maximum Gross Landed Weight shall mean the maximum gross certificated landed weight in one thousand pound units, as certified by the aircraft's manufacturer and stated in AIRLINE's flight operations manual, at which each aircraft operated at the Airport by AIRLINE is certificated by the FAA to land at the Airport.

Non-Revenue Landing shall mean any aircraft landing by AIRLINE at the Airport for a flight for which AIRLINE receives no revenue. Such Non-Revenue Landings shall include irregular and occasional test, courtesy, inspection, training, ferry, or emergency flights, including any flight that, after having taken off from the Airport and without making a landing at any other airport, returns to land at the Airport because of meteorological conditions, mechanical or operating causes, or any other reason of emergency or precaution, test, courtesy, inspection or training landings. Non-Revenue Landings shall also include any landing of an aircraft by AIRLINE that is diverted to or is otherwise making an unscheduled landing at the Airport, provided that no passengers are deplaned from such aircraft during such landing.

Non-Signatory Airline shall mean any Air Transportation Company that has not entered into an Airline Use and Lease Agreement, substantially similar to this Agreement, with AUTHORITY.

Non-Signatory Operating Agreement shall mean the agreement, executed by AUTHORITY and any Non-Signatory Airline pertaining to such airline's operations and use of certain facilities at the Airport, substantially similar to Exhibit "T" attached hereto.

Operation and Maintenance Expenses or O&M Expenses shall mean for any period all expenses accrued or paid by AUTHORITY in accordance with generally accepted accounting principles in the United States of America for airports of similar characteristics for the operation, maintenance, administration and ordinary current repairs of the Airport in order to maintain and operate the Airport in a reasonable and prudent manner, all as further defined in the Resolution.

Operation and Maintenance Reserve Requirement or O&M Reserve Requirement shall mean the requirement of any Resolution(s) or other financing document(s) of the AUTHORITY that a reserve be created and maintained sufficient to pay two or more months of budgeted O&M Expenses.

Other Debt Service shall mean the amount required during any period for the accrual and payment of principal of, interest and premium on, and other fees and amounts associated with, Other Indebtedness of the AUTHORITY.

Other Indebtedness shall mean any obligation incurred by AUTHORITY other than O&M Expenses, or reserves, for Airport purposes, and with respect to Capital Expenditures, an obligation incurred in accordance with Article 9 hereof, and which is neither Bonds nor Subordinated Indebtedness, all as set forth in any Resolution(s) or other financing document(s) of the County or AUTHORITY.

Passenger Facility Charges or PFCs shall mean those federally-approved charges or passenger facility fees, as authorized by 49 U.S.C. § 40117 and regulated by 14 CFR Part 158, as such statute and regulation currently exist or as they may be amended from time to time during the Term of this Agreement.

Period of Use shall mean, for a Scheduled Operation at a Preferential Use Gate:

(a) For arrivals of aircraft, the Period of Use shall commence thirty (30) minutes prior to the time scheduled for an arrival. The Period of Use shall terminate sixty (60) minutes after the time scheduled for an arrival or upon Airline's completion of the deplaning process, whichever occurs first.

(b) For departures of aircraft, the Period of Use shall commence sixty (60) minutes prior to the time scheduled for a domestic departure and ninety (90) minutes prior to the time scheduled for an international departure; provided, however, that the scheduled departure time shall be extended if the originating aircraft is being boarded and actively prepared for departure, and in such instances, the extension shall extend only to the completion of the active boarding process. The Period of Use for an originating flight shall terminate upon the actual departure of the aircraft from the Gate or thirty (30) minutes after the time scheduled for the departure, whichever occurs first.

Preferential Use Premises shall mean those portions of the Terminal, Ramp Area, including overnight parking position, and Gates assigned to AIRLINE, as shown on Exhibits "B" and "C" attached hereto, to which AIRLINE shall have priority over all other users, subject to the provisions of Article 18.

Preferential Use Gate Utilization Targets shall mean each level of use or other criterion established by AUTHORITY for each Air Carrier to meet in order to use or continue to use the Preferential Use Gate(s) assigned by AUTHORITY to such Air Carrier as part of its Preferential Use Premises, as further described in Section 5.2.

Ramp Area shall mean the aircraft parking and maneuvering areas adjacent to the Terminal, and shall include within its boundaries all Aircraft Aprons, including those areas assigned for use as remain overnight parking positions.

Release, when used in connection with Hazardous Materials, shall include any actual spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing into or on any property or the environment, and includes any threat of Release to the extent regulated under Environmental Laws.

Requesting Airline shall mean a Scheduled Air Carrier requesting accommodation as set forth in Section 18.1.

Resolution shall mean any ordinance, resolution, indenture, or other instrument of the AUTHORITY or County authorizing the issuance of and providing security for Bonds, Subordinated Indebtedness, or Other Indebtedness, as such may be supplemented or amended from time to time; provided, however, that any amendment or supplement to a Resolution which shall have a material, adverse effect on Signatory Airlines under this Agreement shall first be approved by an applicable MII. The issuance of debt pursuant to the provisions of a Resolution shall not be construed as causing an adverse effect on Signatory Airlines.

Response or Respond shall mean action taken in compliance with Environmental Laws to correct, remove, remediate, clean-up, prevent, mitigate, treat, monitor, evaluate, investigate, assess or abate the Release of any Hazardous Materials, or to prevent or abate any public nuisance caused by a Release of Hazardous Materials.

Revenue Landing shall mean any aircraft landing by AIRLINE at the Airport for which AIRLINE receives revenue, including, without limitation, any landing of an aircraft by AIRLINE which is diverted to or is otherwise making an unscheduled landing at the Airport, provided that the passengers on board such aircraft are deplaned during such landing. A Revenue Landing shall not include any landing of an aircraft which is a Non-Revenue Landing.

Revenues shall mean income accrued or paid by the AUTHORITY in accordance with generally accepted accounting practices, including investment earnings, from or in connection with the ownership or operation of the Airport or any part thereof, or the leasing or use thereof, all as further defined in any Resolution(s) or other financing document(s) of the County or AUTHORITY. For purposes of this Agreement, Revenues shall not include PFCs.

Scheduled Air Carrier shall mean any passenger Air Transportation Company performing or desiring to perform, pursuant to published schedules, commercial air transportation services over specified routes to and from the Airport and holding the necessary authority from the appropriate Federal or state agencies to provide such transportation.

Scheduled Operation shall mean a Scheduled Airline's operation (arrival or departure) that occurs pursuant to a schedule that is published in the Official Airline Guide (OAG) or any successor publication thirty (30) days prior to the first day of the month in which AIRLINE's schedule would take effect, subject to AIRLINE's right to amend such schedule in accordance with Section 18.2C.

Seat shall mean a seat on an aircraft arriving or departing from the Airport other than those seats reserved in the flight deck or aircraft cabin for members of the flight crew.

Signatory Airline shall mean a Scheduled Air Carrier which has an agreement with AUTHORITY substantially similar to this Agreement; provided, however, that such Scheduled Air Carrier shall, at a minimum, lease from AUTHORITY, to the extent and when available, a Ticket Counter Bay and a Gate.

Signatory Cargo Carrier shall mean any Air Transportation Company principally engaged in the business of commercial transportation of property, mail and/or cargo, and which has entered into an operating agreement with the AUTHORITY which provides the AUTHORITY a term

comparable to the Term of this Agreement and a minimum financial commitment satisfactory to AUTHORITY for use of a cargo handling facility.

Special Purpose Facility shall mean any capital improvement, equipment, or facility financed from proceeds or obligations not payable from Revenues.

Subordinated Indebtedness shall mean any bonds or other financing instrument or obligation having a lien on Revenues subordinate only to Bonds.

Term shall mean the period of time during which AIRLINE's activities at the Airport shall be governed by this Agreement. Said Term shall begin on the Effective Date, and, except as otherwise set forth herein, terminate on the date set forth in Article 3.

Terminal shall mean the airline passenger terminal and concourse buildings and related facilities at the Airport, as shown on Exhibit "B" attached hereto.

Ticket Counter Bay shall mean at least one-third (1/3) of a ticket counter area, as shown on Exhibit "B," including ticket counter, AIRLINE offices and baggage make-up areas. The ticket counter area shall extend into the public area a minimum of ten (10) feet from the front of the ticket counter to a maximum of the area enclosed by the outermost stanchion used for waiting passengers or the AIRLINE's Ticket Kiosks.

Ticket Kiosks shall mean all on-demand automatic electronic devices used to issue boarding passes, print receipts, and produce other related documents. The location of and amount of space occupied by Ticket Kiosks, including an allowance for queuing, shall be reasonably approved by the AUTHORITY and shall be treated as ticket counter space for rates and charges purposes.

TSA shall mean the Transportation Security Administration, and its authorized successors.

Turn shall mean the arrival and departure of an aircraft from a Gate, and may be measured in halves. The movement of an empty aircraft to or from a Gate shall not constitute half a Turn.

Additional words and phrases used in this Agreement but not defined herein shall have the meanings as set forth in a Resolution(s) or other financing document(s) of the County or AUTHORITY, or, if not so set forth, shall have their usual and customary meaning.

## **ARTICLE 2 EFFECTIVE DATE AND TRANSITION PROVISIONS**

2.1 Effective Date. This Agreement shall be effective as of January 1, 2026, provided that at least two Scheduled Air Carriers have executed this Agreement by December 31, 2025. Otherwise, this Agreement will not take effect for any Scheduled Air Carrier until the date on which at least two Scheduled Air Carriers have executed this Agreement.

2.2 Cancellation of Prior Agreements. On the Effective Date, all agreements and leases, between AIRLINE and AUTHORITY shall terminate, except for those agreements set forth in Exhibit “H,” which agreements shall continue to remain in full force and effect in accordance with their respective terms and conditions, notwithstanding the execution and delivery by AIRLINE and AUTHORITY of this Agreement.

## **ARTICLE 3 TERM**

3.1 Basic Term and Renewal Term. Except as set forth in Section 3.2, this Agreement shall be in effect during the period commencing with the Effective Date and ending on December 31, 2030 (the “Basic Term”). This Agreement may be renewed for three (3) additional periods of one (1) year each (each and together, the “Renewal Term”) provided that AIRLINE gives AUTHORITY written notice of its intention to renew this Agreement for each Renewal Term, and further provided that the parties mutually consent to each such Renewal Term.

For the first additional one (1) year renewal AIRLINE shall give AUTHORITY at least three (3) months written notice. For the remaining renewal periods AIRLINE shall give

AUTHORITY at least six (6) months written notice. If the parties mutually consent to a Renewal Term, such Renewal Term shall be on the same terms and conditions as are contained in this Agreement (except that, under the provisions of Section 2.1, the Renewal Term shall not remain in effect for AIRLINE or any other Scheduled Air Carrier), and shall be effective only if Signatory Airlines constituting an MII have executed such an agreement with AUTHORITY for each Renewal Term before the end of the Basic Term or prior Renewal Term, as applicable.

3.2 Early Termination. Notwithstanding Section 3.1, this Agreement may be terminated in accordance with Article 14, Article 15, Article 19 or as may otherwise be provided in this Agreement or any amendments thereto, with respect to termination or cancellation rights. In such event, the termination date shall be the effective date of such termination as provided in such Articles.

#### **ARTICLE 4 PREMISES**

4.1 Airline Premises.

A. AUTHORITY does hereby lease and demise to AIRLINE, and AIRLINE does hereby lease and accept from AUTHORITY, Preferential Use Premises and Joint Use Premises, in the Terminal as set forth in Exhibits “B” and “C.”

B. AUTHORITY shall have the right to permit an Air Transportation Company other than AIRLINE to use AIRLINE’s preferentially-assigned Gates subject to the conditions set forth in Article 18.

C. Gates shall be leased to Signatory Airlines on a preferential basis, subject to the provisions of Article 18. The allocation of Gates is set forth on Exhibit “C.”

D. AUTHORITY shall have the right, effective at the inception of the Renewal Term in accordance with the terms of Section 3.1, to adjust and/or reallocate all or any portion of the Airline Premises, if required, to accommodate a Scheduled Air

Carrier. Prior to the expiration of the Term, and at least sixty (60) days prior to the deadline for AIRLINE to provide notice of its intent to renew under Section 3.1, AUTHORITY and AIRLINE shall consult, to the extent possible, regarding the AUTHORITY's intentions to so adjust or reallocate all or any portion of the Airline Premises.

4.2 Terminal Equipment. Included in the Airline Premises as of January 1, 2026, is Terminal equipment as set forth in Exhibit "F" attached hereto. Terminal equipment owned or acquired by AUTHORITY for use by AIRLINE in its Airline Premises shall remain the property, and under the control, of AUTHORITY.

4.3 Employee Parking. AUTHORITY shall use reasonable efforts to make available area(s) at the Airport for vehicular parking for AIRLINE's employees, i.e., personnel employed at the Airport or such other personnel of AIRLINE which are assigned to work at another airport, but use the Airport to commute to their assigned airport; provided, however, such area(s) shall not be used for the long-term storage of vehicles or trailers. Long-term shall mean periods greater than two (2) weeks. AUTHORITY may charge fees for any such parking area(s) pursuant to Section 7.7B of this Agreement.

4.4 Public Address System. AUTHORITY shall provide and maintain a public address system in the Terminal, including microphones or other equipment necessary for the operation of said system, which AIRLINE and others similarly authorized by AUTHORITY shall have the right to use for flight announcements, paging and similar purposes, subject to reasonable rules and regulations established by AUTHORITY for the use of said system.

4.5 Federal Inspection Facilities. AUTHORITY may designate areas in the Terminal, or elsewhere on the Airport, to be used by the FAA, DHS, TSA and other agencies of the United

States government for security purposes, the inspection of passengers and their baggage, and for the exercise of the responsibilities of said agencies with respect to the movement of persons and property within and to and from the United States.

## **ARTICLE 5 USE OF THE AIRPORT AND RELATED FACILITIES**

5.1 AIRLINE Rights and Privileges. In addition to all rights granted elsewhere in this Agreement, AIRLINE shall have the right to use, in common with others so authorized by the AUTHORITY, areas, other than areas leased preferentially or exclusively to others, or otherwise reserved for the exclusive use of the AUTHORITY, facilities, equipment and improvements at the Airport for the operation of AIRLINE's Air Transportation Business and all activities reasonably necessary to such operations, including but not limited to:

A. The landing, taking off, flying over, taxiing, towing, and conditioning of AIRLINE's aircraft and, in areas designated by AUTHORITY, the parking, servicing, deicing, loading or unloading, storage or maintenance of AIRLINE's aircraft and support equipment subject to Sections 5.1F, 5.1G, and 5.4C and subject to the availability of space and such charges as are set forth herein, or as may be imposed by AUTHORITY for areas not included in the Airline Premises. Such rights shall also be subject to such reasonable regulations as AUTHORITY may establish. AIRLINE shall not use or permit the use of the Airfield by any aircraft operated or controlled by AIRLINE which exceeds the design strength or capability of the Airfield as described in the then current FAA-approved Airport Layout Plan (ALP) or other engineering evaluations performed subsequent to the then current ALP, including the then current Airport Certification Manual.

B. The sale of air transportation tickets and services, the processing of passengers and their baggage for air travel, and the sale, handling, and providing of mail, freight and express services.

C. The training of personnel in the employ of or to be employed by AIRLINE and the testing of aircraft and other equipment being utilized at the Airport in the operation of AIRLINE's Air Transportation Business; provided, however, said training and testing shall be incidental to the use of the Airport in the operation by AIRLINE of its Air Transportation Business and shall not unreasonably hamper or interfere with the use of the Airport and its facilities by others entitled to the use of same. AUTHORITY reserves the right to restrict or prohibit such training and testing operations if it deems that such training and testing operations interfere with the use of the Airport.

D. The sale, disposition or exchange of AIRLINE's aircraft, engines, accessories, gasoline, oil, grease, lubricants, fuel or other similar equipment or supplies; provided, however, AIRLINE shall not sell or permit to be sold aviation fuels or propellants except (i) to such Air Transportation Company which is a successor company to AIRLINE; (ii) for use in aircraft of others which are being used solely in the operation of AIRLINE's Air Transportation Business, including, but not limited to, AIRLINE's Affiliate(s); or (iii) when a comparable grade and type of fuel desired by others is not available at the Airport except from AIRLINE.

E. The purchase at the Airport or elsewhere, of fuels, lubricants and any other supplies and services, from any person or company, subject to (i) Section 5.1D and (ii) AUTHORITY's right to require that each provider of services and/or supplies

to AIRLINE secures a permit from AUTHORITY to conduct such activity at the Airport, pays required fees, and abides by all reasonable rules and regulations established by AUTHORITY. No discriminatory limitations or restrictions shall be imposed by AUTHORITY that interfere with such purchases; provided, however, nothing herein shall be construed to permit AIRLINE to store aviation fuels or deicing products at the Airport. The granting of the right to store aviation fuels or deicing products shall be subject to the execution of a separate agreement between AIRLINE and AUTHORITY.

F. The servicing by AIRLINE or its suppliers of aircraft and other equipment being utilized at the Airport by AIRLINE on AIRLINE's Aircraft Aprons, fixed-base operator leased premises, or such other locations as may be designated by the CEO.

G. The loading and unloading of persons, property and mail by motor vehicles or other means of conveyance approved by AUTHORITY on AIRLINE's Aircraft Aprons or such other locations as may be designated by the CEO; provided, however, AIRLINE shall not use Aircraft Aprons to load or unload any cargo-only aircraft.

H. The provision, either alone or in conjunction with other Scheduled Air Carriers or through a nominee, of porter/skycap service for the convenience of the public, and passenger screening devices required pursuant to 49 CFR Part 1544, at no cost to AUTHORITY.

I. The installation and maintenance, at AIRLINE's sole cost and expense, of identifying signs in AIRLINE's Preferential Use Premises subject to the prior

written approval of the CEO, which approval shall not be unreasonably withheld, delayed or conditioned. The general type and design of such signs shall be harmonious and in keeping with the pattern and decor of the Terminal areas. Nothing herein shall be deemed to prohibit AIRLINE's installation on the walls behind ticket counters, check in counters, and ticket lift counters in holdrooms, and on AIRLINE's skycap podiums and loading bridges, identifying and company logo signs as are customarily installed by AIRLINE in such areas at comparable airport facilities.

J. The installation, maintenance and operation, at no cost to AUTHORITY, of such radio communication, computer, meteorological and aerial navigation equipment and facilities on AIRLINE's Preferential Use Premises as may be necessary or convenient for the operation of its Air Transportation Business; provided, however, that the locations and manner of such installations and operations shall be subject to the prior written approval of the CEO. The installation, maintenance and operation of any type of wireless communication system by AIRLINE on all or any portion of the Airline Premises shall not be permitted unless AIRLINE has obtained the prior written approval of the CEO, which shall not be unreasonably withheld, delayed or conditioned provided that such wireless communication system shall not interfere in any way with AUTHORITY's communication systems or any other communication systems then in operation at the Airport.

K. Such rights of way as may reasonably be required by AIRLINE for the radio communication, computer, meteorological and aerial navigation equipment and

facilities allowed under Section 5.1J, such rights of way to be located in and between Airline Premises and the Terminal, subject to the availability of space and/or ground areas as may be determined with the prior written approval of the CEO. AUTHORITY reserves the right to require the execution of a separate agreement between AUTHORITY and AIRLINE for the lease and use of such space and/or ground area outside Terminal areas.

L. The installation of personal property, including furniture, furnishings, supplies, machinery and equipment, in AIRLINE's Preferential Use Premises as AIRLINE may deem necessary or prudent for the operation of its Air Transportation Business. Title to such personal property shall remain with AIRLINE, subject to the provisions of this Agreement. The provisions of this Section 5.1L shall not be construed to limit the AUTHORITY's right to approve the style and location of any Ticket Kiosks or check-in counters (including Ticket Counter Bays) to be installed by AIRLINE either in the Terminal or on the curb in front of the Terminal pursuant to this Agreement.

M. In connection with exercising its rights under Section 5.1L and otherwise in accordance with Section 9.4, the construction of modifications, finishes and improvements in AIRLINE's Preferential Use Premises as AIRLINE may deem necessary or prudent for the operation of its Air Transportation Business, subject to the prior written approval of the CEO which shall not be unreasonably withheld, delayed or conditioned.

N. Subject to all security measures as may be implemented from time to time at the Airport, ingress to and egress from the Airport and Airline Premises for

AIRLINE's officers, employees, agents and invitees, including passengers, customers, suppliers of materials, providers of services, aircraft, equipment, vehicles, machinery and other property. Such right shall be subject to 49 CFR Part 1542, applicable laws and the AUTHORITY's right to establish rules and regulations governing (i) the general public, including AIRLINE's passengers, and, (ii) access to non-public areas at the Airport by AIRLINE's employees, suppliers of materials and providers of services; provided, however, any such rules and regulations of AUTHORITY shall not unreasonably interfere with the operation of AIRLINE's Air Transportation Business or contravene the terms and conditions of this Agreement. Further, AUTHORITY reserves the right to temporarily or permanently restrict the use of any roadway or other area at the Airport. In the event of such restrictions, upon reasonable notice and if necessary, AUTHORITY shall ensure the availability of a reasonably equivalent means of ingress and egress.

O. The provision of complimentary food and beverages, at AIRLINE's sole cost and expense, to AIRLINE's passengers in AIRLINE's Preferential Use Premises. Except as may be provided in a separate agreement, AIRLINE shall not maintain or operate in the Terminal or elsewhere at the Airport a cafeteria, restaurant, bar or cocktail lounge for the purpose of selling food and beverages to the public or to AIRLINE's employees and passengers. Nothing in this Section 5.10 shall prohibit AIRLINE from (i) installing or maintaining vending machines in its non-public Preferential Use Premises for the sole use of AIRLINE's employees, the type, kind and locations subject to the prior written approval of the CEO; (ii) providing its own in-flight kitchen for catering services to its passengers

and crews, or to those of its Affiliates, for consumption aboard aircraft; or, (iii) from entering into a separate agreement with AUTHORITY for the sale of food and beverage in a “VIP room” or similar private club at the Airport.

P. The rights and privileges granted to AIRLINE pursuant to this Article 5 may be exercised on behalf of AIRLINE by other Signatory Airlines or contractors authorized by AUTHORITY to provide such services at the Airport, subject to the prior written approval of AUTHORITY, and further subject to all laws, rules, regulations and fees and charges as may be applicable to the activities undertaken.

Q. Subject to the provisions of Article 17 and subject to the prior written approval of the AUTHORITY, AIRLINE may, on behalf of its Affiliates or any other Air Transportation Company, exercise any of the rights granted AIRLINE herein, so long as AIRLINE is not in default of this Agreement and is concurrently exercising those same rights in the operation of AIRLINE’s own Air Transportation Business at the Airport. This right is also subject to other provisions of this Agreement with respect to AUTHORITY rules and regulations and the payment of any fees and charges for such activities.

5.2 Preferential Use Gate Utilization Targets. AIRLINE acknowledges that AUTHORITY has established a Preferential Use Gate Utilization Target applicable to each Preferential Use Gate assigned to AIRLINE. The Preferential Use Gate Utilization Target applicable to each Preferential Use Gate assigned to AIRLINE shall be an Average Minimum Use Level of three (3) daily Turns at each such Preferential Use Gate.

5.3 AUTHORITY’s Right to Recapture Underutilized Preferential Use Gates.

A. If AIRLINE fails to meet one or more of its Preferential Use Gate Utilization Targets for six (6) consecutive months (each, a “Utilization Deficiency”), AUTHORITY may, in its sole discretion and without any obligation to do so, issue to AIRLINE a written notice stating AUTHORITY’s intention to recapture one or more of AIRLINE’s Preferential Use Gates (each, an “Initial Recapture”). The rights set out in this Section 5.3 are in addition to AUTHORITY’s other rights under this Agreement.

B. Upon AUTHORITY’s delivery of the Initial Recapture Notice, Airline shall have ninety (90) days, commencing on the date of AUTHORITY’s delivery of the Initial Recapture Notice to AIRLINE (“Cure Period”), to cure the Utilization Deficiency described in the Initial Recapture Notice. If, during the Cure Period, AIRLINE consistently meets the applicable Preferential Use Gate Utilization Target for three (3) consecutive months, AIRLINE’s Utilization Deficiency shall be deemed cured; provided, however, that AIRLINE shall continue to meet the applicable Preferential Use Gate Utilization Target for the immediately succeeding period of at least three (3) consecutive months.

C. If, following the expiration of the applicable Cure Period, AIRLINE has not cured the Utilization Deficiency, AUTHORITY may, in its sole discretion and without any obligation to do so, issue to AIRLINE a written notice stating AUTHORITY’s election to recapture one or more of AIRLINE’s Preferential Use Gates and designating the number of Preferential Use Gates that AUTHORITY intends to recapture (“Final Recapture Notice”). The Preferential Gates so recaptured will be that number of Gates needed to allow AIRLINE to meet the

applicable Preferential Use Gate Utilization Target for three (3) consecutive months based on the data then available to AUTHORITY. In the case of AUTHORITY's recapture of less than all of the Preferential Use Gates in the Airline Premises, AUTHORITY and AIRLINE shall, by mutual agreement, designate which Preferential Use Gate(s) shall be subject to such recapture and assignment.

D. AUTHORITY shall revise Exhibits "B" and "C" as needed to reflect the deletion of any Gate(s) from the Airline Premises as a result of AUTHORITY's recapture thereof under this Section 5.3, and shall issue said revised Exhibits "B" and "C" to Airline promptly after AUTHORITY's delivery of the Final Recapture Notice. Upon delivery of the Final Recapture Notice and said revised Exhibits "B" and "C", this Agreement shall be deemed to have been amended to delete from the Airline Premises the portion of the Airline Premises designated in such notice, and AUTHORITY shall have the right, but not the obligation to occupy, reassign, lease or otherwise use all or a portion of the Airline Premises so recaptured. Promptly after receipt of any Final Recapture Notice, AIRLINE shall submit a revised Airfield parking plan to reflect such recapture, which plan will be in form and substance acceptable to AUTHORITY.

E. If the number of AIRLINE's Preferential Use Gates is reduced as provided in this Section 5.3, AUTHORITY may terminate, upon thirty (30) days' written notice to and after consultation with AIRLINE, Airline's right to use those portions of the Airline Premises that are no longer proximate to Airline's Preferential Use Gates or that are no longer necessary, in AUTHORITY's discretion, to support AIRLINE's operations at AIRLINE's remaining Preferential Use Gates; provided,

however, that if such Airline Premises includes AIRLINE's office space, AUTHORITY shall use reasonable efforts to locate other office space within the Terminal for lease to AIRLINE to the extent such office space is available, and to pay the reasonable direct costs incurred by AIRLINE for such relocation. In such a situation, AUTHORITY shall revise Exhibits "B" and "C" to reflect the deletion of any portion of the Airline Premises under this Section 5.3E, and shall issue said revised Exhibits "B" and "C" to Airline with or promptly after AUTHORITY's delivery of the notice referenced in this Section 5.3E. Effective as of the termination date referenced in said notice, this Agreement shall be deemed to have been amended to delete from the Airline Premises the portion of the Airline Premises designated in such notice and Exhibits "B" and "C", and AUTHORITY shall have the right, but not the obligation to occupy, reassign, lease or otherwise use all or a portion of the Airline Premises so deleted. AIRLINE's surrender of any such Airline Premises shall be subject to the terms of Article 16 of this Agreement.

F. Neither AUTHORITY's recapture of Preferential Use Gates nor AUTHORITY's election not to recapture Preferential Use Gates shall affect AIRLINE's obligations under this Agreement nor operate as a waiver by AUTHORITY of any provision of this Agreement, applicable federal, state or local laws, rules and regulations, AUTHORITY's applicable, rules, regulations and policies, or of any right herein reserved to AUTHORITY, or of any right to damages herein provided to AUTHORITY, or of any right available to AUTHORITY at law or in equity.

#### 5.4 Exclusion and Reservations.

A. Nothing in this Article 5 shall be construed as authorizing AIRLINE to conduct any business separate and apart from the conduct of its Air Transportation Business, including but not limited to any promotional or revenue-generating business in areas open to the public or in any area that is part of the Airline Premises or the Gates without the prior written approval of AUTHORITY.

B. AIRLINE shall not knowingly interfere or permit interference with the use, operation or maintenance of the Airport, including but not limited to, the effectiveness or accessibility of the drainage, sewerage, water, communications, fire protection, utility, electrical or other systems installed or located from time to time at the Airport. AIRLINE shall not engage in any activity prohibited by the AUTHORITY's approved Part 150 Plan, or existing Noise Abatement Procedures, as each may be lawfully amended from time to time provided that such Noise Abatement Procedures shall not unreasonably interfere with AIRLINE's operations.

C. As soon as possible after release from proper authorities, AIRLINE shall remove any of its disabled aircraft from the Landing Area, taxiways or Ramp Area, shall place any such disabled aircraft only in such storage areas as may be designated by the CEO, and shall store such disabled aircraft only upon such terms and conditions as may be established by AUTHORITY; provided, however, AIRLINE shall be requested to remove such disabled aircraft from AIRLINE's Aircraft Apron(s) only if deemed necessary in accordance with Article 4, Section 5.3, or Article 18. In the event AIRLINE shall fail to remove any of its disabled aircraft as expeditiously as possible, AUTHORITY may, but shall not be obligated

to, cause the removal of such disabled aircraft; provided, however, AUTHORITY shall give AIRLINE reasonable prior notice of its intent to do so and provided further that AUTHORITY shall use reasonable efforts and care to remove such aircraft. AIRLINE shall pay to AUTHORITY, upon receipt of invoice, the costs incurred for such removal plus an administrative charge equal to fifteen percent (15%) of such costs.

D. AIRLINE shall not do or permit its agents or employees to do anything, either by act or failure to act, that shall cause the cancellation or violation of the provisions, or any part thereof, of any policy of insurance for the Airport, or that shall cause a hazardous condition so as to increase the risks normally attendant upon operations permitted by this Agreement. If such AIRLINE's act, or failure to act, shall cause cancellation of any policy, then AIRLINE shall immediately, upon written notification by AUTHORITY, do whatever shall be necessary to cause reinstatement of said insurance. Furthermore, if AIRLINE shall do or permit to be done any act not permitted under this Agreement, or fail to do any act required under this Agreement, regardless of whether such act shall constitute a breach of this Agreement, which causes an increase in AUTHORITY's insurance premiums, AIRLINE shall immediately remedy such actions and pay any increase in premiums, upon written notice from AUTHORITY to do so; but in any event, AIRLINE will hold AUTHORITY harmless for any expenses and/or damage resulting from any action or failure to act as set forth in this Section 5.4D.

E. AUTHORITY may, at its sole option, install or cause to be installed advertising or revenue generating devices, including, without limitation, vending

machines or kiosks, in Joint Use Premises; provided, however, that such installations shall not unreasonably interfere with AIRLINE's operations authorized hereunder or substantially diminish the square footage contained in Airline Premises. Without limiting the generality of the foregoing, no advertising or revenue generating devices installed or authorized by AUTHORITY within the Joint Use Premises shall promote the AIRLINE's competitors in preference over AIRLINE. AUTHORITY may also, at its sole option, install pay telephones or any other advertising or revenue generating devices in any part of the Terminal; provided, however, installation of pay telephones or any other advertising or revenue generating devices in AIRLINE's Preferential Use Premises shall be with AIRLINE's prior consent, which consent shall not be unreasonably withheld, delayed or conditioned. AUTHORITY shall be entitled to reasonable access upon Airline Premises to install or service such telephones or other advertising or revenue generating devices.

F. The rights and privileges granted AIRLINE pursuant to this Article 5 shall be subject to any and all reasonable and nondiscriminatory rules and regulations established by AUTHORITY, as such may be amended from time to time, and to the provisions of this Agreement; provided, however, that such rules and regulations shall not unreasonably interfere with AIRLINE's exercise of the rights granted hereunder.

G. Any and all rights and privileges not specifically granted to AIRLINE for its use of and operations at the Airport pursuant to this Agreement are hereby reserved for and to AUTHORITY.

## **ARTICLE 6 OPERATION AND MAINTENANCE OF THE AIRPORT**

### **6.1 AUTHORITY Obligations.**

A. AUTHORITY shall with reasonable diligence, prudently develop, improve, and at all times maintain and operate the Airport with adequate qualified personnel and keep the Airport in good repair, unless such maintenance, operation or repair shall be AIRLINE's obligation pursuant to this Agreement.

B. AUTHORITY shall use reasonable efforts to keep the Airport and its aerial approaches free from ground obstruction for the safe and proper use thereof by AIRLINE.

C. AUTHORITY, its agents, employees, and contractors, shall not be liable to AIRLINE for temporary failure to furnish all or any of such services to be provided in accordance with this Agreement when due to mechanical breakdown or any other cause beyond the reasonable control of AUTHORITY.

D. AUTHORITY shall maintain in good and workable condition (i) any loading bridges provided by AUTHORITY located at Aircraft Aprons; (ii) any 400 Hertz and/or pre-conditioned air units provided by AUTHORITY located at Aircraft Aprons; and, (iii) the baggage conveyor systems and devices provided by AUTHORITY for use by AIRLINE(s). Associated expenses shall be included as part of Airport O&M Expenses for incorporation in the calculation of rates for rentals, fees and charges.

### **6.2 AIRLINE Obligations.**

A. AIRLINE shall, at all times and at its own expense, preserve and keep Airline Premises in an orderly, clean, neat and sanitary condition; provided, however, this requirement shall not be construed to mean AIRLINE shall have

janitorial responsibilities designated to be those of AUTHORITY pursuant to Exhibit "D" attached hereto.

B. AIRLINE shall keep, at its own expense, its preferentially-leased Aircraft Aprons free of fuel, oil, debris, and other foreign objects arising from AIRLINE's operations or from any Air Transportation Company to which AIRLINE permits, or is required to permit, use of its Aircraft Aprons.

C. AIRLINE shall operate and maintain, at its own expense, any other improvements and/or equipment installed or owned by AIRLINE.

D. Should AIRLINE fail to perform its material obligations hereunder, AUTHORITY shall have the right to enter the Airline Premises and perform such activities; provided, however, other than in a case of emergency, AUTHORITY shall give to AIRLINE reasonable advance written notice of noncompliance, not less than seven (7) days, prior to the exercise of this right. If such right is exercised, AIRLINE shall pay to AUTHORITY, upon receipt of invoice, the cost of such services plus an administrative charge equal to fifteen percent (15%) of such cost. The cost charged AIRLINE will be treated as a reimbursement in the Cost Center incurred, and if applicable, credited towards the calculation of rates for rentals, fees and charges.

6.3 Designation of Operation and Maintenance Responsibilities. In addition to the obligations of AIRLINE and AUTHORITY set forth in Sections 6.1 and 6.2, responsibilities for maintenance, cleaning and operation of the Airport shall be as set forth in Exhibit "D" attached hereto.

## ARTICLE 7 RENTALS, FEES AND CHARGES

AIRLINE shall pay AUTHORITY rentals for use of Airline Premises, and fees and charges for the other rights, licenses, and privileges granted hereunder during the Term of this Agreement at the rates calculated in accordance with Exhibit "G," and shall file periodic reports as specified herein.

7.1 Landing Fees. AIRLINE shall pay monthly to AUTHORITY fees for Chargeable Landings for the preceding month. AIRLINE's landing fees shall be determined as the product of the landing fee rate for the period, calculated in accordance with Exhibit "G," and AIRLINE's total landed weight for the month, based upon the Maximum Gross Landed Weight of each aircraft operated by AIRLINE at the Airport during the preceding month. AIRLINE's total landed weight for the month shall be determined as the sum of the products obtained by multiplying the Maximum Gross Landed Weight of each type of AIRLINE's aircraft by the number of Chargeable Landings of each said aircraft type during such month.

7.2 Terminal Rentals.

A. For the Term of this Agreement, AIRLINE's Terminal rentals shall be the sum of AIRLINE's rentals for Preferential Use and Joint Use Premises. AIRLINE's Terminal rental payment for Preferential Use Premises shall be determined as the sum of the products obtained by multiplying the appropriate Terminal rental rate for the period calculated in accordance with Exhibit "G," by the amount of the corresponding type of space leased by AIRLINE as Preferential Use Premises as set forth in Exhibits "B" and "C."

B. Total Terminal rentals for Joint Use Premises shall be calculated as the product of the Terminal rental rate for the period calculated in accordance with Exhibit "G," and the amount of each category of Joint Use Premises. AIRLINE's

share of the total Terminal rentals due each month for Joint Use Premises shall be determined as follows:

(1) Twenty percent (20%) of total rentals due monthly (one-twelfth (1/12) of annual amount) for each category of Joint Use Premises shall be prorated equally among the Scheduled Air Carriers using said category of Joint Use Premises, excluding Low-Volume Air Carriers. Each Signatory Airline and its Affiliates shall be treated as a single entity for purposes of determining Signatory Airline's portion of the twenty percent (20%) share of Joint Use Premises rental.

(2) The remaining eighty percent (80%) of total rentals due monthly for each category of Joint Use Premises shall be prorated among the Scheduled Air Carriers using said category of Joint Use Premises based upon each such Scheduled Air Carrier's Enplaned Passengers and, if not already included as a Scheduled Air Carrier, each Affiliate of any Signatory Airline's Enplaned Passengers during the month as a percentage of total Enplaned Passengers of all Scheduled Air Carriers using said category of Joint Use Premises during such month. Each Signatory Airline and its Affiliates shall be treated as a single entity for purposes of determining a Signatory Airline's portion of the eighty percent (80%) share of Joint Use Premises rental.

C. For purposes of the above calculations, unless an alternative reporting method has been approved by AUTHORITY at the time of AIRLINE's designation of its Affiliate(s), AIRLINE shall include in its report of monthly Enplaned

Passengers the total number of Enplaned Passengers handled or otherwise accommodated by AIRLINE for its Affiliates and other Air Transportation Companies not having an agreement with AUTHORITY that provides for the direct payment to AUTHORITY of appropriate charges for the use of Joint Use Premises.

7.3 Aircraft Apron Fees. As of the Effective Date, to the extent that AIRLINE and its Affiliate(s) share the use of Aircraft Apron(s), then AIRLINE's and its Affiliate(s)' fees for their Preferential Use Premises on the Ramp Area shall be determined as the product obtained by multiplying the square footage of AIRLINE's Aircraft Apron(s), as set forth in Exhibit "C," times the Aircraft Apron rate for the period calculated in accordance with Exhibit "G." If an Affiliate of AIRLINE uses Aircraft Apron(s) separately from AIRLINE, such Affiliate shall be required to pay Aircraft Apron fees to AUTHORITY pursuant to a separate agreement between Affiliate and AUTHORITY or as otherwise approved in writing by AUTHORITY.

7.4 Equipment Charges. AIRLINE's charges for equipment leased by AIRLINE from AUTHORITY, including but not limited to, passenger loading bridges and associated equipment and devices, shall be based on the annual Capital Charges, Capital Charge Coverage, any required reserves, and O&M Expenses incurred by AUTHORITY for any such equipment leased by AIRLINE from AUTHORITY.

7.5 Passenger Screening Charges. If DHS, TSA, FAA or another governmental agency elects to impose or levy a charge upon AUTHORITY for passenger screening activities at the Airport at any time during the Term of this Agreement, then AUTHORITY shall have the right to recover such passenger screening charges on a prorated basis from AIRLINE and every other Scheduled Air Carrier at the Airport, pursuant to a method of prorating such passenger screening

charges among the Scheduled Air Carriers, including AIRLINE, as may be approved by Signatory Airlines constituting an MII.

7.6 Per Turn Terminal Fee. The Per Turn Terminal Fee shall be calculated assuming an average of three (3) turns per day per gate Airport-wide. The resulting Per Turn Terminal Fee shall be due to AUTHORITY for each Aircraft turn at the Airport by AIRLINE.

7.7 Other Fees and Charges.

A. AUTHORITY expressly reserves the right to assess and collect the following:

(1) Reasonable and non-discriminatory fees for concessions and other services provided by AIRLINE for others, or for AIRLINE by others, pursuant to Sections 5.1E, 5.1P and 5.1Q of this Agreement, if such services or concessions would otherwise be available from a concessionaire or licensee of AUTHORITY.

(2) Pro rata shares of any actual charges for the provision of any services or facilities which AUTHORITY is required to provide by any governmental entity (other than AUTHORITY acting within its proprietary capacity) having jurisdiction over the Airport.

B. AUTHORITY reserves the right to charge AIRLINE or such employees or personnel of AIRLINE as may be permitted to park at the Airport pursuant to Section 4.3, a reasonable fee for utilizing any employee parking area(s) which may be provided by AUTHORITY from time to time at the Airport.

C. AIRLINE shall pay charges for other services, equipment, facilities or other Terminal improvements not enumerated herein, but provided by AUTHORITY to

AIRLINE at AIRLINE's request, or to meet the needs of AIRLINE. Such services, equipment, facilities or Terminal improvements may include, but are not limited to, special maintenance of Airline Premises, Federal Inspection Services (FIS) facility fees, loading bridges, or equipment/vehicle storage areas. Charges will be based on the actual cost of providing such services, equipment, facilities or Terminal improvements, including the actual cost of labor and materials, and all such costs will be assessed directly to AIRLINE and will not be included in the calculation of rates and charges.

D. AIRLINE shall pay the required fees under this Agreement and the rules and regulations described in Section 5.1N for all permits and licenses necessary for the conduct of its Air Transportation Business at the Airport. AIRLINE shall also pay all taxes, assessments, and charges, including, but not limited to, water and sewerage fees and charges, if separately metered, which during the Term of this Agreement may become a lien or which may be levied by the State, County, City or any other tax levying body, upon any taxable interest by AIRLINE acquired in this Agreement, or any taxable possessory right which AIRLINE may have in or to the premises or facilities leased hereunder, or the improvements thereon, by reason of its occupancy thereof, or otherwise, as well as taxes, assessments, and/or charges on property, real or personal, owned by AIRLINE in or about said premises. Upon any termination of tenancy, all taxes then levied or a lien on any of said property, or taxable interest therein, shall be paid in full by AIRLINE forthwith, or within thirty (30) days after a statement thereof has been issued by the tax collector, and provided to AIRLINE, if termination occurs during the interval between attachment

of the lien and issuance of statement. However, AIRLINE shall not be deemed to be in default under this Agreement for failure to pay any charges or taxes pending the outcome of any proceedings instituted by AIRLINE to contest the validity or the amount of such taxes, provided that such failure to pay does not result in any forfeiture. Any requirements of this Section 7.7D will not conflict with any Federal grant assurances from the FAA as such may be applicable to the Airport.

7.8 Payments.

A. Payments of one-twelfth (1/12) of the total annual Terminal, Aircraft Apron, and any and all types of equipment rentals for AIRLINE's Preferential Use Premises shall be due in advance, without demand or invoice, on the first (1<sup>st</sup>) day of each month. Said rentals and charges shall be deemed delinquent if payment is not received by the fifteenth (15<sup>th</sup>) calendar day of each month.

B. Payment of AIRLINE's and its Affiliates' landing fees shall be due as of the date of AUTHORITY's invoice and shall be deemed delinquent if payment is not received within thirty (30) days of the date of such invoice.

C. Payment for Joint Use Premises shall be due as of the date of AUTHORITY's invoice and shall be deemed delinquent if not received within thirty (30) days of the date of such invoice.

D. Payment for all other fees and charges due hereunder shall be due as of the date of AUTHORITY's invoice. Said fees and charges shall be deemed delinquent if payment is not received within thirty (30) days of the date of such invoice.

E. AIRLINE shall be liable and responsible for ensuring that payments due to AUTHORITY from AIRLINE are paid pursuant to this Article 7. Notwithstanding

the foregoing, if AIRLINE shall become insolvent, admit in writing its inability to pay its debts generally as they become due, file a petition in bankruptcy or a petition to take advantage of any insolvency statute, make an assignment for the benefit of creditors, make a transfer in fraud of creditors, apply for or consent to the appointment of a receiver of itself or of the whole or any substantial part of its property, file a petition or answer seeking reorganization or arrangement under the federal bankruptcy laws, as now in effect or hereafter amended, or any other applicable law or statute of the United States or any state thereof or if a court of competent jurisdiction shall enter an order, judgment or decree adjudicating AIRLINE bankrupt, or appointing a receiver of AIRLINE, or of the whole or any substantial part of its property, without the consent of AIRLINE, or approving a petition filed against AIRLINE seeking reorganization or arrangement of AIRLINE under the bankruptcy laws of the United States, as now in effect or hereafter amended, or any state thereof, and such order, judgment or decree shall not be vacated or set aside or stayed within thirty (30) days from the date of entry thereof, then AUTHORITY shall be entitled to enforce its right to obtain any funds due from AIRLINE.

F. AUTHORITY shall provide written notice of any and all payment delinquencies, including payments of any deficiencies which may be due as a result of AUTHORITY's estimates of activity pursuant to Section 7.8G below or due to an audit performed pursuant to Section 7.9C, herein; provided, however, interest at the lower of one and one-half percent (1½%) per month, or the highest rate allowable by applicable state law, shall accrue against any and all delinquent

payment(s) from the date due until the date that such payments are received by AUTHORITY at the address set forth in Section 7.8I. This provision shall not preclude AUTHORITY from canceling this Agreement for default in the payment of rentals, fees or charges, as provided for in Section 14.1A herein, or from exercising any other rights contained herein or provided by law.

G. In the event AIRLINE fails to submit its monthly activity reports as required in Section 7.9A, AUTHORITY shall estimate the rentals, fees and charges based upon one hundred twenty-five percent (125%) of the highest of the previous twelve (12) month's activity reported by AIRLINE and any of AIRLINE's Affiliates and issue an invoice to AIRLINE for same. If no activity data is available, AUTHORITY shall reasonably estimate such activity and invoice AIRLINE for same. AIRLINE shall be liable for any deficiencies in payments based on estimates made under this provision; and payment for said deficiencies shall be deemed due as of the date such rental was due and payable. If such estimated payments result in an overpayment by AIRLINE, AUTHORITY shall apply such overpayment as a credit against the subsequent amounts due for such rentals, fees and charges from AIRLINE; provided, however, AIRLINE shall not be entitled to any credit for interest on payments of such estimated amounts.

H. In the event AIRLINE's obligations with-respect to Airline Premises or rights, licenses or privileges granted hereunder shall commence or terminate on any date other than the first or last day of the month, AIRLINE's rentals, fees and charges shall be prorated on the basis of the number of days such premises, facilities, rights, licenses, services, or privileges were enjoyed during that month.

I. All payments due and payable hereunder shall be paid in lawful money of the United States of America, without set off, by check made payable to the Albany County Airport Authority and delivered to:

Albany County Airport Authority  
Attn: Accounts Receivable  
Albany International Airport  
Administration Building, Suite 204  
Albany, New York 12211-1057

Payments under this Agreement shall be deemed made by AIRLINE upon the date that such payments are received by AUTHORITY at the address set forth in this Section 7.8I.

7.9 Information to be Supplied by AIRLINE.

A. Not later than ten (10) days after the end of each month, AIRLINE shall file with AUTHORITY written reports on forms provided by AUTHORITY for activity conducted by AIRLINE and its Affiliates during said month, and for activity handled by AIRLINE for other Air Transportation Companies not having an agreement with AUTHORITY providing for its own submission of activity data to AUTHORITY.

B. AUTHORITY shall have the right to rely on said activity reports in determining rentals and charges due hereunder; provided, however, AIRLINE shall have full responsibility for the accuracy of said reports. Payment deficiencies due to incomplete or inaccurate activity reports shall be subject to interest charges as set forth in Section 7.8F.

C. AIRLINE shall at all times maintain and keep books, ledgers, accounts or other records, wherein are accurately kept all entries reflecting the activity statistics to be reported pursuant to Section 7.9A. Such records shall be retained by

AIRLINE three (3) years subsequent to the activities reported therein, or such other retention period as set forth in 14 CFR Part 249.7, and made available at Albany, New York for audit and/or examination by AUTHORITY or its duly authorized representative during all normal business hours. AIRLINE shall produce such books and records at Albany, New York within thirty (30) calendar days of AUTHORITY's written notice to do so or pay all reasonable expenses, including but not limited to transportation, food and lodging, necessary for an auditor selected by AUTHORITY to audit said books and records at a mutually agreeable alternate location.

D. The cost of such audit, with the exception of the aforementioned expenses, shall be paid by AUTHORITY from Airport Revenues; provided, however, the total cost of said audit shall be borne by AIRLINE if either or both of the following conditions exist:

- (1) The audit reveals an underpayment of more than five percent (5%) of rentals, fees and charges due hereunder, as determined by said audit; or
- (2) AIRLINE has failed to maintain true and complete books, records, accounts, and supportive source documents substantially in accordance with Section 7.9C.

7.10 Security for Payment.

A. Unless AIRLINE has provided regularly scheduled passenger flights to and from the Airport during the eighteen (18) months prior to the effective date of this Agreement, without the occurrence of any act or omission which would have been an Event of Default pursuant to this Agreement, AIRLINE shall provide

AUTHORITY on the Effective Date of this Agreement with a contract bond, irrevocable letter of credit or other similar security acceptable to AUTHORITY (“Contract Security”) in an amount equal to the estimate of three (3) months’ rentals, fees and charges payable by AIRLINE pursuant to this Article 7, to guarantee the faithful performance by AIRLINE of its obligations under this Agreement and the payment of all rentals, fees and charges due hereunder. AIRLINE shall be obligated to maintain such Contract Security until the expiration of a consecutive eighteen (18) month period during which AIRLINE commits no Event of Default under this Agreement. Such Contract Security shall be in a form and with a company reasonably acceptable to AUTHORITY. In the event that any such Contract Security shall be for a period less than the full period required by this Section 7.10A or if the Contract Security shall be cancelled, AIRLINE shall provide a renewal or replacement Contract Security for the remaining required period at least sixty (60) days prior to the date of such expiration or cancellation.

B. Notwithstanding the above Section 7.10A, AUTHORITY shall have the right to waive such Contract Security requirements for a Signatory Airline. Any such waiver by AUTHORITY shall be conditioned upon said Signatory Airline having provided regularly scheduled passenger flights at six (6) other airports with activity levels and characteristics similar to Airport during the most recent eighteen (18) month period, without committing any material default under the terms of the respective lease and use agreements at each of the six (6) facilities, and without any history of untimely payments for rentals, fees and charges. The burden shall be on

AIRLINE to demonstrate to AUTHORITY its compliance with these requirements at the six (6) other airports.

C. Upon the occurrence of any AIRLINE act or omission that is an Event of Default pursuant to this Agreement, or upon AIRLINE's election to assume this Agreement under Federal Bankruptcy Rules and Regulations and Federal Judgeship Act of 1984, as such may be amended, supplemented, or replaced, AUTHORITY, by written notice to AIRLINE given at any time within ninety (90) days of the date such event becomes known to AUTHORITY, may impose or reimpose the requirements of Section 7.10A on AIRLINE. In such event, AIRLINE shall provide AUTHORITY with the required Contract Security within ten (10) days from its receipt of such written notice and shall thereafter maintain such Contract Security in effect until the expiration of a period of eighteen (18) consecutive months during which AIRLINE commits no additional Event of Default.

If AIRLINE shall fail to obtain or keep in force such Contract Security required hereunder, such failure shall be grounds for immediate cancellation of this Agreement pursuant to Article 14. AUTHORITY's rights under this Section 7.10 shall be in addition to all other rights and remedies provided to AUTHORITY under this Agreement.

7.11 Capitalized Interest on Bonds. Bonds, Subordinated Indebtedness, and/or Other Indebtedness issued by AUTHORITY may provide for the capitalization of interest during the construction period for each project.

7.12 Passenger Facility Charges. AUTHORITY expressly reserves the right to impose PFCs on airline passengers for the use of the Airport in accordance with 49 U.S.C. § 40117 and

applicable implementing regulations adopted by the FAA, 14 CFR Part 158, as they may be amended from time to time (the “PFC Regulations”).

AIRLINE shall hold in trust for AUTHORITY the net principal amount of all PFCs that are collected by AIRLINE or its agents on behalf of AUTHORITY pursuant to 49 U.S.C. § 40117 and the PFC Regulations. For the purposes of this Section 7.12, net principal amount shall mean the total principal amount of all PFCs that are collected by AIRLINE or its agents on behalf of AUTHORITY, reduced by any amount that AIRLINE is permitted to retain pursuant to § 158.53(a) of the PFC Regulations. PFCs collected by AIRLINE shall be remitted to AUTHORITY at the address specified in Section 7.8I, or at such other place as AUTHORITY may, from time to time, designate in writing.

Nothing in this Agreement shall be interpreted to impair AUTHORITY’s right to impose or use a PFC, or to impair AIRLINE’s rights to consultation under 49 U.S.C. § 40117 and the PFC Regulations.

## **ARTICLE 8 CHANGES IN RATES FOR RENTALS, FEES AND CHARGES**

### **8.1 Annual Rate Changes.**

A. Not later than ninety (90) days prior to the end of each Fiscal Year, AUTHORITY shall, in writing, notify AIRLINE of the proposed budget and schedule of rates for rentals, fees and charges for the ensuing Fiscal Year. Said rates shall be based upon Airport budgeted Revenues, O&M Expenses, Capital Charges, Capital Charge Coverage, required reserves, and other rate components, all as determined and presented to AIRLINE in conformance with the methods and format set forth in Exhibit “G.” AIRLINE understands that the final budget for certain County-provided services may not be available until the end of the then current Fiscal Year.

B. The Signatory Airlines through the AAC shall have the right to review and comment upon the proposed operating budget. No later than thirty (30) days after the forwarding of the proposed schedule of rates for rentals, fees and charges, AUTHORITY agrees to establish a meeting date with the AAC at a mutually convenient time for the purpose of discussing such rentals, fees and charges. In advance of said meeting, AUTHORITY shall make available to the AAC any reasonably requested additional information relating to the determination of the proposed rates. AUTHORITY agrees to fully consider the comments and recommendations of the Signatory Airlines prior to finalizing its schedule of rates for rentals, fees and charges for the ensuing Fiscal Year.

C. Following said meeting, and prior to the end of the then current Fiscal Year, AUTHORITY shall notify AIRLINE in writing of the rates for rentals, fees and charges to be established for the ensuing Fiscal Year.

D. If calculation of the new rates for rentals, fees and charges is not completed by AUTHORITY and the notice provided in Section 8.1C is not given on or prior to the end of the then current Fiscal Year, the rates for rentals, fees and charges then in effect shall continue to be paid by AIRLINE until such calculations are concluded and such notice is given. Upon the completion of such calculations and the giving of such notice, AUTHORITY shall determine the difference(s), if any, between the actual rentals, fees and charges paid by AIRLINE to date for the then current Fiscal Year and the rates for rentals, fees and charges that would have been paid by AIRLINE if the new rates had been in effect beginning on the first day of the Fiscal Year. Any such differences shall be applied to the particular rentals, fees

or charges for which a difference(s) in rates resulted in an overpayment or underpayment, and shall be remitted by AIRLINE or credited or refunded by AUTHORITY in the month immediately following the calculation of the new Fiscal Year rates and the giving of notice to AIRLINE. AUTHORITY shall use its best efforts to finalize its budget on a timely basis.

8.2 Other Rate Changes. Rates for rentals, fees and charges may be changed at any other time that unaudited monthly Airport financial data indicates that total rentals, fees and charges payable pursuant to the then current rate schedules are estimated and anticipated by AUTHORITY to vary by more than ten percent (10%) from the total rentals, fees and charges that would be payable based upon the use of the monthly financial and statistical data then available for said Fiscal Year or at any time when Revenues, less O&M Expenses, is projected to be less than one hundred twenty five percent (125%) of the amount of Debt Service. In the event such recalculated rates result in a reduction from the then-current rates payable by Signatory Airlines, AUTHORITY and Signatory Airlines constituting an MII may agree to maintain the then-current rates. Rates for rentals, fees and charges may also be changed whenever required by the terms and provisions of any Resolution(s) or other financing document(s) of the County or AUTHORITY; provided, however, that the Signatory Airlines' total rental, fees and charges payable to AUTHORITY shall be allocated to AIRLINE in accordance with this Agreement.

8.3 Incorporation of Exhibit "G." Adjustments to rates for rentals, fees and charges shall apply without the necessity of formal amendment of this Agreement. Upon each adjustment pursuant to this Article 8, a revised Exhibit "G," showing the calculation of adjusted rates for rentals, fees and charges, shall be prepared by AUTHORITY and transmitted to AIRLINE. Said exhibit shall then be deemed part of this Agreement without formal amendment thereto.

8.4 Annual Settlement.

A. Calculation. Within one hundred eighty (180) days following the close of each Fiscal Year, or as soon as audited financial data for said Fiscal Year is available, rates for rentals, fees and charges for the preceding Fiscal Year shall be recalculated using audited financial and actual statistical data and the methods set forth in Exhibit "G." AUTHORITY shall determine any difference(s) between the actual rentals, fees and charges paid by all Signatory Airlines during the preceding Fiscal Year and the rentals, fees and charges that would have been paid by Signatory Airlines using said recalculated rates.

B. Extraordinary Coverage Protection. AUTHORITY shall include Extraordinary Coverage Protection payments in the calculation of rates for rentals, fees and charges at the Airport in any Fiscal Year in which the amount of Revenues, less O&M Expenses, is projected to be less than one hundred twenty-five percent (125%) of the amount of Debt Service. Payments will be allocated to the Airfield and Terminal Cost Centers on the basis of Total Landing Fee Requirement and Total Terminal Requirement, each as determined in accordance with Exhibit "G."

C. Funds Remaining. AUTHORITY and AIRLINE estimate that certain Revenues not required for payments of O&M Expenses, Capital Charges, Capital Charge Coverage, Debt Service Reserve Requirement, Capital Expenditures, and deposits to reserves will be generated from Airport operations in each Fiscal Year ("Funds Remaining"), and deposited to reserves. Except as otherwise provided herein, such Funds Remaining shall be calculated in accordance with Exhibit "G." In accordance with Exhibit "G," fifty percent (50%) of such Funds Remaining shall

be transferred to AUTHORITY's General Fund. The remaining fifty percent (50%) shall first be applied to offset any Capital Charge Coverage, and any remainder after such application shall then be applied as a credit to the Signatory Airlines, with eighty percent (80%) thereof allocated to the Signatory Airlines based on their respective share of total terminal rental for Preferential Use and Joint Use Premises, and twenty percent (20%) thereof allocated to the Signatory Airlines and Signatory Cargo Carriers based on their respective share of landed weight for such Fiscal Year; provided, however, that AUTHORITY shall not be required to apply said remainder as a credit to the Signatory Airlines if AUTHORITY includes Extraordinary Coverage Protection payments in the calculation of rates for the then-current Fiscal Year in accordance with Section 8.4B.

D. Settlement with Signatory Airlines. AUTHORITY shall combine any amounts due to or from the Signatory Airlines under Section 8.4A above, with any credit due to the Signatory Airlines from Section 8.4C, above, to determine the net amount due to or from the Signatory Airlines. AUTHORITY shall, in the event of overpayment by AIRLINE, apply the amount of the overpayment to any outstanding balance due to AUTHORITY by AIRLINE, or if there is no outstanding balance, AUTHORITY shall as soon as practicable and in any event no more than two (2) business days after the determination of overpayment issue a check to AIRLINE in the amount of the overpayment by the AIRLINE, up to Two Million Dollars (\$2,000,000) collectively across all Signatory Airlines, and if the amount of the total overpayment is over said amount promptly issue a credit memorandum to AIRLINE for the remaining amount of the overpayment which

can be applied towards future payments from AIRLINE as they become due. All unused credits issued by credit memorandum shall expire twelve (12) months from the date of the last invoice paid by AIRLINE; provided that, after said expiration, AUTHORITY shall issue a check to AIRLINE in the amount of any overpayment by AIRLINE or overbilled amount by AUTHORITY within thirty (30) days of AUTHORITY's discovery and confirmation thereof in accordance with and subject to applicable law. AUTHORITY shall, in the event of underpayment by AIRLINE, invoice AIRLINE for the amount of such underpayment. Said invoiced amount shall be due within thirty (30) days of the invoice mailing date.

E. General Fund. Funds credited to the General Fund may be used at the discretion of AUTHORITY for any lawful purpose related to the Airport, including, but not limited to, the payment of Other Debt Service. MII may request that AUTHORITY pay the costs of requested or required capital improvements to the Airfield Cost Center or Terminal Cost Center from such funds. In the event AUTHORITY agrees to pay such costs from the General Fund, reimbursement, if any, will be subject to such terms and conditions as agreed to by the parties.

8.5 AUTHORITY Covenants.

A. AUTHORITY covenants that for purposes of assigning and allocating, costs, it shall utilize generally accepted accounting practices utilized for airports operating as an enterprise fund, and include only those charges properly attributable to the Airport.

B. AUTHORITY shall operate the Airport in a manner so as to produce Revenues from concessionaires, tenants and other users of the Airport of a nature

and amount which would be produced by a reasonably prudent operator of an airport of substantially similar size, use and activity, with due regard for the interests of the public, tenants, and other users, and subject to existing leases.

C. AUTHORITY shall use all Revenues of the Airport exclusively for the construction, maintenance, operation, development, promotion, financing and management of the Airport.

D. AUTHORITY covenants that it will take the differing commitments and obligations of Non-Signatory Airlines into consideration in establishing Non-Signatory Airline rates. As of January 1, 2026, the AUTHORITY will establish Non-Signatory Airline Terminal and landing fee rates at one and one quarter (1.25) times the Signatory Airline rates. Notwithstanding the above, the AUTHORITY intends to also provide to Signatory Cargo Carriers rates for rentals, fees and charges that reflect signatory status.

## **ARTICLE 9 AIRLINE DISAPPROVALS; IMPROVEMENTS**

9.1 Need for Capital Expenditures. The parties hereto recognize that Capital Expenditures to preserve, protect, enhance, expand, or otherwise improve the Airport, or part thereof, may be required during the Term of this Agreement. Any such Capital Expenditures to be paid for or financed using Airport Revenues shall be subject to the provisions of this Article 9.

9.2 Capital Expenditures Not Subject To MII. The following Capital Expenditures shall be permitted to be undertaken by AUTHORITY at any time and shall not be subject to MII consideration:

A. Beginning in Fiscal Year 2026, annual Capital Expenditures in the Airfield and/or Terminal Cost Centers of up to an aggregate of Six Million Dollars (\$6,000,000) in net costs (i.e., net of any PFCs and applicable federal and state

assistance for such Capital Expenditures). AUTHORITY shall provide the Signatory Airlines written notice of and opportunity to comment on any Capital Expenditure under this Section 9.2A with a total estimated budget of more than One Million Dollars (\$1,000,000) in net costs. Capital Expenditures under this Section 9.2A shall be funded by the rentals, fees and charges payable by the Signatory Airlines and/or AUTHORITY funds available provided that to the extent AUTHORITY shall utilize less than Six Million Dollars (\$6,000,000) in any Fiscal Year, the difference between such Six Million Dollars (\$6,000,000) and the actual amount utilized shall be retained by Authority.

B. Projects required by the Federal Aviation Administration (“FAA”), U.S. Transportation Security Administration (“TSA”), U.S. Department of Homeland Security (“DHS”), U.S. Department of Transportation (“DOT”) or similar governmental authority, other than AUTHORITY, having jurisdiction over the Airport, any Signatory Airline’s operations, or the issuance of federal or state grants to AUTHORITY.

C. Projects to repair casualty damage to Airport property, which must be rebuilt or replaced in order for AUTHORITY to meet its obligations pursuant to this Agreement or agreements with other lessees at the Airport; provided, however, that if such projects are undertaken pursuant to agreements with other lessees at the Airport, any costs, net of insurance proceeds, shall not be included in AIRLINE’s rentals, fees and charges.

D. Special Purpose Facilities for which, in all cases, the Scheduled Air Carrier(s) or other user(s) thereof shall be required to pay directly or reimburse

AUTHORITY for all costs, including financing costs, associated with such facilities during the Term of this Agreement. In no event shall the obligations of any such Scheduled Air Carrier be included in AIRLINE's rates for rentals, fees and charges if such Scheduled Air Carrier defaults in making required payments unless approved by an MII.

E. Reasonable improvements or additions, including all costs therefor, necessary to settle claims, satisfy judgments, or comply with judicial orders against AUTHORITY by reason of its ownership, operation, maintenance, or use of the Airport.

F. Expenditures of an emergency nature which, if not made, would result in the closing of any portion of the Airport within forty-eight (48) hours.

G. Expansion of Airport facilities for the increased requirements of any Signatory Airline(s) if such Signatory Airline(s) shall agree in writing to pay increased rentals, fees and charges sufficient to cover the payment of O&M Expenses, Capital Charges, and Capital Charge Coverage applicable to the construction, including design and financing costs, and operation of any Preferential Use and Joint Use portions of the project during the Term of this Agreement. In the event said expansion necessitates the concurrent construction of related public or support systems, the costs and expenses of such facilities shall be treated under this Agreement in the same manner as the costs and expenses associated with other similar areas and/or support systems previously constructed. This exclusion shall also be applicable to projects to accommodate a Scheduled Air Carrier under the same terms and conditions; provided, however, such Scheduled

Air Carrier shall be required to enter into an agreement with AUTHORITY substantially similar to this Agreement.

H. Capital Expenditures that do not increase the fees and charges to AIRLINE during the Basic Term.

I. Projects undertaken in Airport Cost Centers other than the Airfield and Terminal Cost Centers.

J. Projects, the cost of acquisition, purchase or construction of which, shall be paid from the General Fund; provided, however, that such costs shall not be charged to AIRLINE.

K. As provided by 49 U.S.C. § 40117(f), no Capital Expenditure shall be subject to MII voting or approval to the extent such Capital Expenditure is financed by PFCs or PFC-backed Bonds.

9.3 The Disapproval Process.

A. AUTHORITY shall notify the AAC in writing of its intent to undertake Capital Expenditures which are subject to MII consideration and shall provide the AAC with the following information associated therewith:

- (1) A description of the proposed Capital Expenditure(s), together with cost estimates, schedule, and any preliminary drawings, if applicable;
- (2) A statement of the need for the proposed Capital Expenditure(s), along with the planned benefits to be derived from such expenditures;
- (3) AUTHORITY's preferred means of financing or paying the costs of the proposed Capital Expenditure(s); and

(4) The planned allocation of the costs thereof to the various Airport Cost Centers, and the projected impact on rates for rentals, fees and charges.

B. Within thirty (30) days after AUTHORITY's delivery of said notice, the AAC may request in writing a meeting with AUTHORITY for the purpose of discussing proposed Capital Expenditure(s), including a discussion of any impacts on the Airline's operations. Should such a request be made, AUTHORITY shall meet with the AAC within forty-five (45) days of its original notice. AUTHORITY agrees to consider comments and recommendations of the AAC with respect to proposed Capital Expenditure(s).

C. Unless the AAC constituting an MII shall issue individual written disapprovals for any Capital Expenditure requiring MII consideration within thirty (30) days of the meeting held pursuant to Section 9.3B, or within (30) days of the delivery of AUTHORITY's notice of intent, if no meeting is requested, AUTHORITY may proceed with said Capital Expenditure.

D. In the event of disapproval by an MII of a proposed Capital Expenditure subject to MII consideration, AUTHORITY shall have the option to convene a second meeting with the AAC within sixty (60) days following the date the disapproval became effective for the purpose of providing additional information relative to the proposed Capital Expenditure and to request reconsideration. A disapproval of a Capital Expenditure may be reversed in writing by a MII at any time.

E. AUTHORITY may issue Subordinated Debt or Other Indebtedness in addition to Bonds, to finance any Capital Expenditure permitted by this Article 9,

including to establish or maintain reserves and pay all related costs of financing. All costs associated with Capital Expenditures permitted by this Article 9, including but not limited to, O&M Expenses, O&M Reserve Requirement, Capital Charges and Capital Charge Coverage, and any requirement for either establishing or replenishing of the Debt Service Reserve Requirement, shall be included in the calculation of rates for rentals, fees and charges in accordance with Exhibit "G."

9.4 Alterations and Improvements by AIRLINE.

A. In accordance with Section 5.1M, AIRLINE may construct and install, at AIRLINE's sole expense, improvements in its Preferential Use Premises as AIRLINE deems to be necessary for its operations; provided, however, that the plans and specifications, location, and construction schedule for such improvements shall be subject to approval by the CEO in writing prior to the commencement of any and all such construction or installation. Said approval shall not be unreasonably withheld, delayed or conditioned. No reduction or abatement of rentals, fees and charges shall be allowed for any interference with AIRLINE's operations by such construction.

B. Prior to the commencement of any improvements greater than Two Hundred Fifty Thousand Dollars (\$250,000), AUTHORITY shall have the right to require that AIRLINE shall obtain, or cause to be obtained, a contract surety bond in a sum equal to the full amount of any construction contract awarded by AIRLINE for the improvements. Said bond (i) shall name AUTHORITY as an obligee thereunder; (ii) shall be drawn in a form and from such company acceptable to AUTHORITY and authorized to do business in the State of New York; (iii) shall

guarantee the faithful performance of necessary construction and completion of improvements in accordance with final plans and detailed specifications approved in writing by AUTHORITY; and (iv) shall protect AUTHORITY against any losses and liability, damages, expenses, claims and judgments caused by or resulting from any failure to perform completely the work as approved. AUTHORITY further reserves the right to require that AIRLINE acquire or cause to be acquired a payment bond with any contractor or contractors of AIRLINE as principal, in a sum equal to the full amount of the construction contract awarded by AIRLINE for the improvements. Said bond shall name AUTHORITY as an obligee thereunder and shall guarantee payment of all wages for labor and services engaged, and of all bills for materials, supplies and equipment used in the performance of said construction contract.

C. Any work associated with such construction or installation by AIRLINE shall be completed in a first class manner, and shall not unreasonably interfere with the operation of the Airport, or otherwise unreasonably interfere with the permitted activities of other Scheduled Air Carriers and users. Upon completion of approved construction, and within ninety (90) days of AIRLINE's receipt of a certificate of occupancy, a complete set of as-built print and CAD drawings shall be delivered to the CEO for the permanent record of AUTHORITY.

D. AIRLINE shall furnish or require contractors to furnish satisfactory evidence of statutory workers' compensation insurance, comprehensive general liability insurance, comprehensive automobile insurance and physical damage insurance, on a builder's risk form with the interest of AUTHORITY and County

endorsed thereon as additional insureds, in such amounts and in such manner as AUTHORITY may reasonably require. AUTHORITY may require additional insurance for any alterations or improvements approved hereunder, in such limits as AUTHORITY reasonably determines to be necessary.

E. Any construction or installation shall be at the sole risk of AIRLINE, shall be in accordance with all applicable state and local codes and laws (including without limitation the requirements of AUTHORITY's tenant alteration and improvement program, as such requirements may change from time to time) and subject to inspection by the CEO, and shall be undertaken and completed in accordance with the plans and specifications approved pursuant to Section 9.4A in a first class manner comparable to and consistent with similar facilities at the Airport and with the standards for construction maintained by AUTHORITY for improvements and alterations at the Airport.

F. All improvements made to Airline Premises and additions and alterations thereto made by AIRLINE shall be and remain the property of AUTHORITY until expiration of the Term of this Agreement. Upon termination or cancellation of this Agreement prior to its expiration, whether by AIRLINE or AUTHORITY, said additions and alterations shall be considered to be the property of AUTHORITY; provided, however, that any trade fixtures, signs, equipment, and other moveable personal property of AIRLINE not permanently affixed to Airline Premises shall remain the property of AIRLINE, subject to the terms of Article 14.

## **ARTICLE 10 AFFILIATE PRIVILEGES AND OBLIGATIONS**

10.1 Designation As Affiliate. Subject to the provisions of this Article 10, AIRLINE may elect to designate an Affiliate of AIRLINE at the Airport. No Scheduled Air Carrier which

is then in default of its Signatory Agreement or Non-Signatory Operating Agreement with AUTHORITY, as applicable, may be designated as an Affiliate. In the event AIRLINE designates an Affiliate, the provisions of this Article 10 shall apply to AIRLINE and its Affiliate.

10.2 Obligations.

A. AIRLINE may not use an Affiliate at the Airport without first (i) designating the Affiliate on the “Designation of Affiliate” form which is Exhibit 1 to the form Affiliate Operating Agreement, attached as Exhibit “H”; (ii) ensuring that the Affiliate has either entered into an Affiliate Operating Agreement with AUTHORITY in the form attached as Exhibit “H” or is already a Signatory Airline; and (iii) confirming for AUTHORITY in writing, using the form it uses to designate the Affiliate pursuant to clause (i), whether AIRLINE will pay to AUTHORITY or guarantee the Affiliate’s payment of all Landing Fees, Terminal Rentals and all other charges due to AUTHORITY on account of the Affiliate’s use of any Airport facilities or services as an Affiliate of AIRLINE, as provided in Section 10.2B.

B. Each Affiliate of AIRLINE shall report and pay to AUTHORITY all PFCs that it collects as an Affiliate of AIRLINE on account of enplaning passengers at the Airport. AIRLINE shall either pay to AUTHORITY or guarantee payment to AUTHORITY (as provided in the Designation of Affiliate form and the Affiliate Operating Agreement) of all Landing Fees, Terminal Rentals and all other charges, and submit all activity reports, that are due to AUTHORITY on account of the Affiliate’s use of any Airport facilities or services as an Affiliate of AIRLINE; provided, however, that both AIRLINE and the Affiliate shall remain fully and jointly responsible and liable to AUTHORITY for the payment of all Landing Fees,

Terminal Rentals and all other charges (including PFCs), and the preparation of all activity reports, that are due to AUTHORITY on account of the Affiliate's use of any Airport facilities or services as an Affiliate of AIRLINE.

C. AIRLINE shall provide AUTHORITY thirty (30) days' prior written notice before designating a new Affiliate, or if thirty (30) days' prior written notice is not possible, AIRLINE shall provide AUTHORITY with written notice as soon as possible prior to the commencement of Affiliate's operations at the Airport as an Affiliate of AIRLINE. The preceding sentence shall not be construed to reduce, modify or limit any of AIRLINE's obligations (including, without limitation, payment obligations) with respect to its Affiliates as set forth elsewhere in this Agreement. Designation of any Affiliate by AIRLINE, including without limitation the allocation of all payment, reporting and performance obligations between AIRLINE and its Affiliate(s), shall be subject to the AUTHORITY's approval, which approval shall not be unreasonably withheld, delayed or conditioned, provided that AIRLINE has notified AUTHORITY in the manner required above.

D. An Affiliate of AIRLINE shall not be required to provide AUTHORITY a security deposit pursuant to its Non-Signatory Operating Agreement, or an additional security deposit pursuant to its Signatory Agreement, as applicable, only if and for as long as AIRLINE's guaranty of its Affiliates' obligations under the Designation of Affiliate form and the Affiliate Operating Agreement remains in full force and effect and no Event of Default has occurred or is continuing under this Agreement.

10.3 Privileges of Affiliates. For so long as AIRLINE and its Affiliates have complied with the payment and reporting obligations of Section 10.2B, then:

A. Each Affiliate of AIRLINE shall have the same privileges as AIRLINE has under this Agreement to use the Airline Premises as an Affiliate of AIRLINE.

B. The Landing Fees, Terminal Rentals and all other charges due on account of each Affiliate's use of Airport facilities or services as an Affiliate of AIRLINE shall be calculated as if the Affiliate were a Signatory Airline; provided, however, that the Affiliate's activity as an Affiliate of AIRLINE shall be treated as activity of AIRLINE and not as activity of the Affiliate; and provided, further, that in calculating Terminal Rentals for Joint Use Premises under Section 7.2C, such Affiliate shall be treated as if it were AIRLINE, and shall not be counted as a separate Signatory Airline for purposes of proration applicable to AIRLINE.

C. AIRLINE and its Affiliates shall be treated as a single Signatory Airline for purposes of determining a MII, and the Maximum Gross Landed Weight of, and payments of Terminal Rentals and other charges due on account of each Affiliate's use of Airport facilities or services by, an Affiliate of AIRLINE shall be included with those of AIRLINE in determining or calculating any action by a MII as defined in **Error! Reference source not found..**

D. Each Affiliate's activity at the Airport as an Affiliate of AIRLINE shall be treated as activity of AIRLINE at the Airport, and not as activity of the Affiliate, for purposes of reassignments of Airline Premises under Section 18.5.

10.4 Default by or Termination of Affiliate. In the event (a) an Affiliate of AIRLINE is subject to a written notice of default pursuant to the Affiliate Operating Agreement with

AUTHORITY, which default is not substantially cured within applicable notice and cure periods, or (b) AUTHORITY receives thirty (30) days' prior written notice from AIRLINE (or if thirty (30) days' prior written notice is not possible, AIRLINE shall provide AUTHORITY with written notice as soon as possible before the cancellation or modification of such designation), or (c) AUTHORITY otherwise determines, that the Affiliate designation by AIRLINE has been terminated, the privileges described in Section 10.3 hereof shall cease immediately upon the date set forth in such notice. Regardless of the timing of any such written notice, an Affiliate's status as an Affiliate of AIRLINE shall terminate automatically at such time as the Affiliate ceases to satisfy the criteria that allowed it to qualify as an Affiliate hereunder. AIRLINE's liability to AUTHORITY for the payment of all Landing Fees, Terminal Rentals and other charges (including PFCs), and the submission of all activity reports, that are due to AUTHORITY on account of the terminated Affiliate's use of any Airport facilities or services as an Affiliate of AIRLINE shall survive the termination of its Affiliate status; provided, however, that AIRLINE shall only be responsible for such payments and reports as relate to the terminated Affiliate's operations before its termination as an Affiliate of AIRLINE took effect if such termination is for reasons other than Affiliate's default.

10.5 Signatory Airline Operating as an Affiliate. An Air Transportation Company designated as an Affiliate by AIRLINE may only be a Signatory Airline if (and to the extent) it otherwise qualifies to be a Signatory Airline and operates a passenger Air Transportation Business at the Airport under its own trade name and livery and sells tickets in its own name.

10.6 Multiple Affiliates. More than one Signatory Airline may from time to time designate as its Affiliate the same Signatory Airline or Non-Signatory Airline, as the case may be,

and each such Signatory Airline shall only be responsible for such Signatory Airline's or Non-Signatory Airline's operations as its Affiliate.

## **ARTICLE 11 DAMAGE OR DESTRUCTION**

11.1 Partial Damage. If any part of Airline Premises, or adjacent facilities directly and substantially affecting the use of Airline Premises, shall be partially damaged by fire or other casualty, but said circumstances do not render Airline Premises untenable as reasonably determined by AUTHORITY, the same shall be repaired to usable condition with due diligence by AUTHORITY as hereinafter provided and limited. No abatement of rentals shall accrue to AIRLINE so long as Airline Premises remain tenantable.

11.2 Substantial Damage. If any part of Airline Premises, or adjacent facilities directly and substantially affecting the use of Airline Premises, shall be so extensively damaged by fire or other casualty as to render any portion of said Airline Premises untenable but capable of being repaired within a reasonable period of time, as reasonably determined by AUTHORITY, the same shall be repaired to usable condition with due diligence by AUTHORITY as hereinafter provided and limited. In such case, the rentals payable hereunder with respect to AIRLINE's affected Airline Premises shall be paid up to the time of such damage and shall thereafter be abated equitably in proportion as the part of the area rendered untenable bears to total Airline Premises until such time as such affected Airline Premises shall be restored adequately for AIRLINE's use. AUTHORITY shall use reasonable efforts to provide AIRLINE with alternate facilities to continue its operation while repairs are being completed, at a rental rate not to exceed that provided for in this Agreement for comparable space.

11.3 Destruction.

A. If any part of Airline Premises, or adjacent facilities directly and substantially affecting the use of Airline Premises, shall be damaged by fire or other

casualty, and is so extensively damaged as to render any portion of said Airline Premises incapable of being repaired, as reasonably determined by AUTHORITY, AUTHORITY shall notify AIRLINE within a period of sixty (60) days after the date of such damage of its decision whether to reconstruct or replace said space; provided, however, AUTHORITY shall be under no obligation to replace or reconstruct such premises. The rentals payable hereunder with respect to affected Airline Premises shall be paid up to the time of such damage and thereafter shall be abated equitably in the same manner as set forth in Section 11.2 until such time as replacement or reconstructed space becomes available for use by AIRLINE.

B. In the event AUTHORITY elects to reconstruct or replace affected Airline Premises, AUTHORITY shall provide AIRLINE with reasonably comparable alternate facilities to the extent available for use by AIRLINE to continue its operation while reconstruction or replacement is being completed at a rental rate not to exceed that provided for in this Agreement for existing space of the same type.

C. In the event AUTHORITY elects to not reconstruct or replace affected Airline Premises, AUTHORITY shall meet and consult with AIRLINE on ways and means to permanently provide AIRLINE with adequate replacement space for affected Airline Premises. In such event, AUTHORITY agrees to amend this Agreement to reflect related additions and deletions to AIRLINE's Airline Premises.

11.4 Damage Caused By AIRLINE. Notwithstanding the provisions of this Article 11, in the event that due to the negligence or willful act or omission of AIRLINE, its employees, its

agents, or licensees, the Airline Premises shall be damaged or destroyed by fire, other casualty or otherwise, there shall be no abatement of rent during the repair or replacement of said Airline Premises. To the extent that the costs of repairs shall exceed the amount of any insurance proceeds payable to AUTHORITY by reason of such damage or destruction, AIRLINE shall pay the amount of such additional costs to AUTHORITY.

11.5 AUTHORITY's Responsibilities. AUTHORITY shall maintain appropriate and adequate levels of insurance underwritten by insurance companies of generally recognized financial strength and responsibility; provided, however, that AUTHORITY's obligations to repair, reconstruct, or replace affected premises under the provisions of this Article 11 shall in any event be limited to restoring affected Airline Premises to substantially the same condition that existed at the date of damage or destruction, including any subsequent improvements made by AUTHORITY, and shall further be limited to the extent of insurance proceeds available to AUTHORITY for such repair, reconstruction or replacement; provided further that AUTHORITY shall in no way be responsible for the restoration or replacement of any equipment, furnishings, property, real improvements, signs, or other items installed and/or owned by AIRLINE in accordance with this Agreement, unless AIRLINE proves that damage is caused by the negligence or willful misconduct of AUTHORITY, its officials, agents, or employees acting within the course of their employment.

## **ARTICLE 12 INDEMNIFICATION AND INSURANCE**

### 12.1 Indemnification.

A. Subject to the provisions for waiver of subrogation and mutual release of claims in Section 12.3, AIRLINE shall indemnify, save, hold harmless, and defend AUTHORITY, its officials, agents and employees, and the successors and assigns of each, individually or collectively, from and against any claim, action, loss,

damage, injury, liability, and the cost and expense of whatsoever kind or nature (including, but not limited to, reasonable attorney fees, disbursements, court costs, and expert fees) based upon injury to persons, including death, or damage to property arising out of or resulting from AIRLINE's use and occupancy of Airline Premises or use of the Airport pursuant to this Agreement, except to the extent that such injury, death or damage is caused by the negligence or willful misconduct of AUTHORITY, its officers, employees, or agents.

B. Subject to the provisions for waiver of subrogation and mutual release of claims in Section 12.3, AUTHORITY shall indemnify, save, hold harmless, and defend AIRLINE, its officials, agents and employees, its successors and assigns, individually or collectively, from and against any claim action, loss, damage, injury, liability, and the cost and expense of whatsoever kind or nature (including, but not limited to reasonable attorneys fees, disbursements, court costs, and expert fees) based upon injury to persons, including death, or damage to property arising out of or resulting from AUTHORITY's failure to perform its obligations under this Agreement, except to the extent that such injury, death or damage is caused by the negligence or willful misconduct of AIRLINE, its officers, employees or agents.

C. The provisions of this Section 12.1 shall survive the expiration, termination or early cancellation of this Agreement.

D. Notwithstanding anything contained in this Article 12, environmental indemnification shall be governed by Section **Error! Reference source not found.**7.

## 12.2 Insurance.

A. Without limiting AIRLINE's obligation to indemnify AUTHORITY, as provided for in Section 12.1A, AIRLINE shall procure and maintain in force at all times during the Term of this Agreement a customary policy or policies of insurance insuring AIRLINE against bodily injury and property damage liability, subject to policy terms and conditions, for injuries to persons (including wrongful death) and damages to property caused by AIRLINE's use and occupancy of the Airline Premises or otherwise caused by AIRLINE's activities and operations on said Airline Premises or elsewhere at the Airport, the policy limits thereof to be in the minimum as set forth herein.

(1) **Airline Liability Insurance**. AIRLINE shall maintain airline liability insurance.

a. The airline liability insurance and, if necessary, commercial umbrella insurance shall be: (i) for aircraft containing over 100 seats, at a limit of not less than four hundred million dollars (\$400,000,000) for each occurrence and in the aggregate, (ii) for aircraft containing 76-100 seats, at a limit of not less than three hundred million dollars (\$300,000,000) for each occurrence and in the aggregate, (iii) for aircraft containing 51-75 seats, at a limit of not less than two hundred fifty million dollars (\$250,000,000) for each occurrence and in the aggregate, and (iv) for aircraft containing less than 20 seats, at a limit of not less than one hundred million dollars (\$100,000,000) for each occurrence and in the aggregate, except that, for all aircraft described in clauses (i) through (iv), inclusive, required liability

coverage for personal injury to third parties, excluding passengers, shall be not less than twenty-five million dollars (\$25,000,000).

- b. The airline liability insurance shall include, with aggregates where applicable, but not be limited to, coverage for Commercial/Comprehensive General Liability, Bodily Injury and Property Damage to Third Parties, Passenger Liability, Personal Injury Liability, Contractual Liability, Passengers' Checked and Unchecked Baggage Liability, Premises, Operations, Independent Contractors, Products-Completed Operations Liabilities, and Cargo Legal Liabilities.
- c. Mobile Equipment. The airline liability insurance shall include coverage for mobile or other ground vehicle equipment operated on those parts of the Airport that are not accessible to the public and are designated as restricted areas with a limit of not less than twenty-five million dollars (\$25,000,000) for each occurrence. Mobile or other ground vehicle equipment shall include, but not be limited to, baggage tugs, aircraft pushback tugs, provisioning trucks, air stair trucks, belt loaders, deicing vehicles and any other automotive equipment. Such insurance shall cover liability arising out of any mobile or other ground vehicle equipment owned or operated by AIRLINE, its employees, or any contractor servicing AIRLINE.
- d. The airline liability insurance shall apply as primary insurance with respect to any other insurance afforded to AUTHORITY. There shall be no endorsement or modification of the policy to make it excess over other available insurance. If the policy states that it is excess or pro rata, the

policy shall be endorsed to be primary with respect to AUTHORITY and COUNTY as additional insureds.

(2) **Aircraft Liability Insurance.** AIRLINE shall maintain aircraft liability insurance. AIRLINE's aircraft liability insurance shall be: (i) for aircraft containing over 100 seats, at a limit of not less than four hundred million dollars (\$400,000,000) for each occurrence and in the aggregate, (ii) for aircraft containing 76-100 seats, at a limit of not less than three hundred million dollars (\$300,000,000) for each occurrence and in the aggregate, (iii) for aircraft containing 51-75 seats, at a limit of not less than two hundred fifty million dollars (\$250,000,000) for each occurrence and in the aggregate, and (iv) for aircraft containing less than 20 seats, at a limit of not less than one hundred million dollars (\$100,000,000) for each occurrence and in the aggregate, and, for all aircraft described in clauses (i) through (iv), inclusive, with aggregates where applicable, for bodily injury or death, personal injury, and property damage for all owned, operated, maintained, non-owned, leased, or hired aircraft, including passenger coverage. The aircraft liability insurance may be included in the comprehensive airline liability insurance policy.

(3) **Commercial Automobile Liability Insurance (non-restricted areas).**

- a. AIRLINE shall maintain automobile liability insurance with a limit of not less than one million dollars (\$1,000,000) for each accident for vehicles operated in areas other than restricted areas. Vehicles, mobile or other ground vehicle equipment operated on those parts of the Airport that are not

accessible to the public and are designated as restricted areas are covered under the aviation liability insurance policy.

- b. Such insurance shall cover liability arising out of any automobile or vehicle owned or operated by AIRLINE, its employees, or any contractor servicing AIRLINE.

(4) **Workers' Compensation, Disability and Employer's Liability**

**Insurance.** AIRLINE shall maintain workers' compensation and employer's liability insurance.

- a. **Workers' Compensation.** Coverage shall be at statutory limits as required by the laws of the State of New York.
- b. **Employer's Liability.** The employer's liability limits shall not be less than One Million Dollars (\$1,000,000) each accident for bodily injury by accident or One Million Dollars (\$1,000,000) each employee for bodily injury by disease.
- c. New York State Disability Coverage shall be shown on a separate certificate.

(5) **Commercial Property Insurance.**

AIRLINE shall maintain all-risk property insurance covering the full value and full replacement cost of AIRLINE's property and AIRLINE's improvements and betterments. Such insurance shall name AIRLINE and AUTHORITY as loss payees, as their respective interests may appear.

- B. The aforesaid amounts and types of insurance shall be reviewed from time to time by AUTHORITY and may be adjusted by AUTHORITY if AUTHORITY

reasonably determines such adjustments are necessary to protect Authority's interests. AIRLINE shall furnish AUTHORITY, prior to the Effective Date hereof, a certificate or certificates of insurance as evidence that the required insurance is in force. AUTHORITY reserves the right and AIRLINE agrees to permit AUTHORITY to require a certified copy of each certificate, and for good cause to inspect each policy, including endorsements and riders, upon request. AIRLINE shall name AUTHORITY and COUNTY as additional insureds on such insurance policy or policies to the extent of the AIRLINE's obligations assumed under Section 12.1A, above, subject to policy terms, conditions, limitations and exclusions; provided, however, that this requirement shall not apply to the Worker's Compensation and Employer's Liability insurance policies described in Section 12.2A(4). Said policies shall be issued by insurance companies of nationally recognized financial responsibility with a Best's Guide rating of no less than A-(VII) or of internationally recognized and favorable reputation in the aviation marketplace, satisfactory to AUTHORITY. Said policies shall be in a form and content reasonably satisfactory to AUTHORITY and shall provide for thirty (30) days advance written notice to AUTHORITY prior to the cancellation of or any adverse material change in such policies. AIRLINE's failure to provide or maintain the required insurance coverages as set forth herein shall be grounds for immediate cancellation of this Agreement, at AUTHORITY's option. AUTHORITY shall provide AIRLINE ten (10) days written notice before exercising its right of cancellation to provide an opportunity for AIRLINE to demonstrate that it has maintained the required insurance coverage.

C. No Representation of Coverage Adequacy. By requiring insurance herein, AUTHORITY does not represent that coverage and limits will necessarily be adequate to protect AIRLINE, and such coverage and limits shall not be deemed as a limitation on AIRLINE's liability under the indemnities granted to AUTHORITY in this Agreement.

D. Commercial Umbrella Liability Insurance. As indicated above, AIRLINE may use commercial umbrella liability insurance so that AIRLINE has the flexibility to select the best combination of primary and excess limits to meet the total insurance limits required by this Agreement, provided that the coverages provided under the umbrella policy meet the requirements for the primary policies as set forth in this Agreement.

E. Incidents. AIRLINE shall promptly notify AUTHORITY of any accident or event which occurs at the Airport as a result of or in connection with the performance of this Agreement, which results in or might have resulted in bodily injury, personal injury, property damage, or loss of any kind (an "Incident"); provided, however, that an Incident shall not be deemed to include claims for damaged or lost baggage. AIRLINE shall send a written report of any Incident to AUTHORITY within twenty four (24) hours or as soon as possible, but no more than ten (10) days after the Incident. Initial notification of Incidents and written reports with respect to such Incidents shall be sent to the CEO.

12.3 Waiver of Subrogation. AUTHORITY and AIRLINE hereby mutually waive any and all rights of recovery against the other party arising out of damage or destruction of the buildings, Airline Premises, or any other property from causes included under any property

insurance policies to the extent such damage or destruction is covered by the proceeds of such policies and whether or not such damage or destruction shall have been caused by the parties, their officers, employees or agents, but only to the extent that the insurance policies then in force permit such waiver. All policies of property insurance shall contain, to the extent available, this waiver of subrogation provision and the cost of such provision shall be borne by the primary insured.

### **ARTICLE 13 ENVIRONMENTAL MATTERS**

#### **13.1 AIRLINE Representations, Warranties, and Covenants.**

AIRLINE represents, warrants, and covenants the following with respect to its use of the Airport pursuant to this Agreement:

- A. AIRLINE has obtained and throughout the Term shall regularly maintain all applicable licenses, permits, registrations and other authorizations and approvals required under Environmental Laws, and shall provide any notices required under Environmental Laws, for conducting its operations at the Airport during the Term. AIRLINE shall ensure that all AIRLINE employees, contractors, subcontractors, agents, licensees, sublessees, and vendors, and any other airline that AIRLINE expressly authorizes to use its Airline Premises and other parties under AIRLINE's direction or control that come onto the Airport in connection with AIRLINE's use or occupancy of the Airport ("AIRLINE ENTITIES"), obtain, maintain and update all applicable licenses, permits, registrations and other authorizations required by Environmental Laws pertaining to its and their use of and operations at the Airport.
- B. AIRLINE shall comply, and shall ensure that AIRLINE ENTITIES comply, with all applicable Environmental Laws pertaining to its and their use of, and operations at, the Airport.

C. AIRLINE shall not conduct its operations at the Airport during the Term in such a manner so as to cause, unlawfully allow or contribute to, and shall ensure that AIRLINE ENTITIES do not conduct their operations at the Airport during the Term in such a manner so as to cause, unlawfully allow or contribute to:

- (1) any Release of any Hazardous Materials at the Airport, unless authorized by an Environmental Law;
- (2) any violation of any applicable Environmental Laws as a result, in whole or in part, of the use by or operations of AIRLINE or AIRLINE ENTITIES at the Airport;
- (3) any Release in violation of any applicable Environmental Laws which is a contributing cause of AUTHORITY exceeding any terms, conditions or effluent limits of any NPDES permit or individual storm water discharge permit issued to AUTHORITY, Multi-Sector General Permit, Municipal Separate Storm Sewer System permit, or any applicable Environmental Laws;
- (4) any Release to soil or waters at, underlying, or adjacent to the Airport in violation of any applicable Environmental Laws; or
- (5) any emissions to the air in violation of any applicable Environmental Laws that results in an exceedance of an applicable emission standard at the Airport or of any terms or conditions of any of AIRLINE's air permits.

D. AIRLINE shall, and shall ensure that AIRLINE ENTITIES, handle, use, store, dispose of, transport, or otherwise manage, any Hazardous Material at the Airport during the Term in compliance with applicable Environmental Laws.

Without limiting the foregoing, AIRLINE shall not conduct and shall ensure that AIRLINE ENTITIES do not conduct any operations or activities involving the use or application of ethylene glycol, propylene glycol, or any other substance in de-icing or anti-icing at any location at the Airport except in accordance with all applicable Environmental Laws and in compliance with any de-icing policies and practices as may be adopted by AUTHORITY after coordination with AIRLINE

E. AIRLINE shall be, and shall ensure that AIRLINE ENTITIES are, responsible for the proper transportation and disposal of all Hazardous Materials generated by AIRLINE or AIRLINE ENTITIES, or resulting from AIRLINE's use, activities and operations, at the Airport during the Term, including those activities and operations conducted by AIRLINE ENTITIES.

F. If AIRLINE or AIRLINE ENTITIES cause, unlawfully allow or contribute to a Release of a Hazardous Materials at the Airport that is in violation of any applicable Environmental Laws, AIRLINE shall report such Release to AUTHORITY and to the appropriate governmental authorities in compliance with applicable Environmental Laws. AIRLINE shall ensure that AIRLINE ENTITIES report any Release that is in violation of any applicable Environmental Laws or that is above any applicable reportable quantity, emission standard or effluent standard set forth in any applicable Environmental Laws in accordance with applicable Environmental Laws, if the operations of the AIRLINE ENTITY on behalf of AIRLINE cause, unlawfully allow or contribute to a Release of a Hazardous Materials that is in violation of any applicable Environmental Laws or that is above any reportable quantity set forth in any applicable Environmental Laws.

G. AIRLINE acknowledges that AUTHORITY is subject to certain NPDES permits, state and federal storm water regulations, federal and state effluent limitation guidelines for operations at the Airport. AIRLINE shall conduct operations and activities at the Airport, including but not limited to de-icing, anti-icing, and construction, and shall ensure that AIRLINE ENTITIES conduct operations and activities at the Airport in compliance with applicable Environmental Laws. AIRLINE acknowledges that its reasonable cooperation is necessary to ensure Airport's compliance with any applicable NPDES storm water permits and effluent limitation guidelines under applicable Environmental Laws. AIRLINE further acknowledges that reasonable cooperation may include the preparation and submittal of a written site-specific SWPPP at the request of the AUTHORITY. AIRLINE shall not seek NPDES coverage under a separate mechanism unless so directed by AUTHORITY or if Environmental Laws require separate coverage. AIRLINE further acknowledges that any effluent limitation guidelines in any NPDES storm water discharge permit issued to AUTHORITY and timely provided to AIRLINE are incorporated by reference into this Agreement to the extent such effluent guidelines affect AIRLINE's operations at or use of the Airport or operations or activities conducted on its behalf at the Airport. AUTHORITY shall provide reasonable advance notice to AIRLINE of and a reasonable advance opportunity to comment on, and shall otherwise endeavor to negotiate reasonable and cost effective terms and conditions of, any proposed and final permits issued to AUTHORITY which may affect AIRLINE's operations at or use of the Airport or operations or activities conducted on its behalf at the

Airport, or which may necessitate AIRLINE's reasonable cooperation to assure AUTHORITY's compliance therewith.

H. AIRLINE and each AIRLINE ENTITY shall be responsible for preparation and implementation of any Spill Prevention, Control, and Countermeasures (SPCC) Plans and/or Facility Response Plan (FRP) in accordance with 40 CFR Part 112, as applicable to the AIRLINE's or AIRLINE ENTITY'S use of the Airline Premises or Airport.

I. AIRLINE and AIRLINE ENTITIES shall cooperate with AUTHORITY, as reasonably requested from time to time by AUTHORITY, to ensure that AIRLINE's and AIRLINE ENTITIES' operations at, or use of, the Airport will not unreasonably interfere with AUTHORITY's implementation of AUTHORITY's Wildlife Hazard Management Plan to reduce wildlife hazards at the Airport.

J. Any fixed tanks, pumps, chemical or Hazardous Materials containers, pipelines, lines, and equipment or other such fixtures installed by or on behalf of AIRLINE or an AIRLINE ENTITY shall remain the property of AIRLINE or the AIRLINE ENTITY, and ownership of, or responsibility for, such equipment shall not pass to AUTHORITY, except pursuant to the written agreement of AUTHORITY. No such equipment shall be installed without the written consent of AUTHORITY.

K. If requested by AUTHORITY, AIRLINE shall, and shall cause AIRLINE ENTITIES to, reasonably cooperate with AUTHORITY in its preparation of such submittals as are required of AUTHORITY by a governmental agency pursuant to

applicable Environmental Laws in connection with AIRLINE's future capital projects or in connection with the AUTHORITY capital projects at the Airport.

L. AIRLINE, prior to vacating or surrendering any portion of its Airline Premises for any reason, shall:

- (1) with respect to any Hazardous Materials on the Airline Premises for which it is responsible under this Agreement, AIRLINE shall demonstrate compliance with all other provisions of this Article 13. This demonstration shall be a condition precedent to AUTHORITY return of any security deposit, if any, to AIRLINE upon termination or expiration of this Agreement;
- (2) remove any and all above-ground containers and non-permanent structural controls installed by AIRLINE or AIRLINE ENTITIES, including, but not limited to, removable filters, grates and above-ground tanks located on Airline Premises, unless AIRLINE and AUTHORITY agree otherwise; and
- (3) comply with applicable Environmental Laws regarding the closing or removal from service of any underground or aboveground tanks, vessels, and containers installed by AIRLINE or AIRLINE ENTITIES and located on Airline Premises.

13.2 Right of Entry to Perform Environmental Inspections and Sampling.

A. AUTHORITY and its contractors and other agents shall have the full right to enter any part of the Airline Premises, at all reasonable times and in AUTHORITY's sole discretion, for the purpose of conducting an inspection, assessment, investigation, or compliance audit of AIRLINE's operations thereon,

or any other party's use and operations, including operations of AIRLINE ENTITIES. As needed following an unauthorized Release of Hazardous Materials, or other reasonable basis, AUTHORITY and its authorized agents may, at AUTHORITY's expense, take samples and perform tests, including but not limited to soil borings, ground water monitoring, and collection of samples of air, soil, surface water and ground water. AIRLINE shall have the right but not the obligation to split any and all samples collected at the AIRLINE's Premises. In order to minimize undue interference with AIRLINE's operations, AUTHORITY will provide seventy-two (72) hours' advance written notice of any AUTHORITY inspection, assessment, investigation, or compliance audit of AIRLINE's operations thereon, or any other party's use and operations, including operations of any AIRLINE ENTITY or intrusive AUTHORITY sampling to AIRLINE, except in emergency circumstances, when advance notice is not possible. AIRLINE shall have the right to accompany AUTHORITY when any such inspection or sampling is performed, provided that AUTHORITY is not required to unreasonably delay its inspection or sampling to enable AIRLINE to be present. AIRLINE shall have the right to obtain, at AIRLINE's expense, split samples and AUTHORITY shall promptly provide copies of all analytical results of such sampling, including any non-privileged reports.

B. AIRLINE shall cooperate, and shall ensure that AIRLINE ENTITIES cooperate, in allowing prompt, reasonable access to AUTHORITY to conduct such inspection, assessment, audit, sampling, or tests. In the exercise of its rights under this Section, AUTHORITY shall not unreasonably interfere with the authorized use

and occupancy of the Airline Premises by AIRLINE or any AIRLINE ENTITIES. AIRLINE remains solely responsible for its environmental, health, and safety compliance, notwithstanding any AUTHORITY inspection, audit, or assessment.

C. AIRLINE shall be provided the opportunity to review and comment on the report of the audit results prior to finalization. In the event a compliance audit shall disclose any material violation of this Agreement by AIRLINE or an AIRLINE ENTITY, AIRLINE shall pay all reasonable third party costs associated with the compliance audit. AIRLINE shall promptly correct any deficiencies resulting from its non-compliance with this Agreement as identified in the final audit report.

13.3 Information to be Provided to AUTHORITY.

A. If AIRLINE or an AIRLINE ENTITY receives any written notice, citation, order, warning, complaint, claim or demand from a government entity regarding AIRLINE's or an AIRLINE ENTITY's use of, or operations at, the Airline Premises during the Term or other property at the Airport used by AIRLINE pursuant to this Agreement that is not legally privileged, made confidential by applicable laws, or protected as trade secrets:

- (1) concerning any alleged Release of a Hazardous Materials by AIRLINE or by AIRLINE ENTITIES; or
- (2) alleging Environmental Damages attributable to AIRLINE or any AIRLINE ENTITY or alleging that AIRLINE or any AIRLINE ENTITY is, or may be, in violation of any Environmental Laws; or
- (3) asserting that AIRLINE or any AIRLINE ENTITY is liable for the cost of investigation or remediation of a Release;

AIRLINE shall promptly, but not later than five (5) business days after AIRLINE's receipt, inform AUTHORITY in writing of same, including a copy of such notice received by AIRLINE.

B. Unless waived by AUTHORITY in writing, AIRLINE shall simultaneously provide to AUTHORITY copies of an AIRLINE or an AIRLINE ENTITY's submittals of any non-privileged reports or notices required under Environmental Laws to any governmental agency regarding:

- (1) AIRLINE's or AIRLINE ENTITIES' alleged failure to comply with applicable Environmental Laws at the Airline Premises or other property at the Airport used by AIRLINE pursuant to this Agreement, or
- (2) any Release arising out of the past or present operations at or use of the Airline Premises or other property at the Airport used by AIRLINE or AIRLINE ENTITIES pursuant to this Agreement.

C. In connection with any matter arising under 13.3, AIRLINE shall make available, within ten (10) business days of AIRLINE's receipt of AUTHORITY's written request, subject to document retention requirements provided by applicable laws, the relevant, non-privileged documents that AIRLINE has submitted to any governmental agency pertaining to the environmental compliance status of AIRLINE's or an AIRLINE ENTITY's operations at or use of the Airline Premises or other property at Airport used pursuant to this Agreement by AIRLINE or an AIRLINE ENTITY, including without limitation any and all relevant, non-privileged records, permits, permit applications, analytical results, written or electronic documentation, studies, or other documentation regarding environmental

conditions or relating to the presence, use, storage, control, disposal, or treatment of any Hazardous Materials by AIRLINE or AIRLINE ENTITIES at the Airport used by AIRLINE or an AIRLINE ENTITY pursuant to this Agreement.

D. Within 30 days of AIRLINE's receipt of a written request from AUTHORITY, AIRLINE shall provide AUTHORITY with (a) a copy of any application filed with the previous 12-month period from the date of the request for a permit, if required, for use or storage of Hazardous Materials on the Airport from any governmental agency responsible for enforcement of applicable Environmental Laws; and (b) a copy of any permit received from such agency in response to such application; and (c) any reports made within the previous 12-month period from the date of the request by AIRLINE or AIRLINE ENTITY to any environmental agency arising out of or in connection with any Hazardous Materials or pursuant to any Environmental Laws or permits on or about the Airline Premises.

13.4 AIRLINE's Environmental Response and Compliance Obligations.

A. Without limiting any other indemnity obligations in this Agreement, if, during the Term, AIRLINE or any AIRLINE ENTITIES causes, unlawfully allows or contributes to a Release of Hazardous Materials that is in violation of any applicable Environmental Laws or that is above any applicable reportable quantity, emission standard or effluent guideline set forth in an applicable Environmental Laws, at any portion of the Airport or adjacent waters or property, in connection with their operations at the Airline Premises or at other property at the Airport used by AIRLINE pursuant to this Agreement, AIRLINE shall perform or shall cause to be performed the following:

- (1) notify AUTHORITY of such Release to the extent such notification is required by and in accordance with the Rules and Regulations and applicable Environmental Laws;
- (2) report such Release to appropriate governmental agencies to the extent such reporting is required by and in accordance with applicable Environmental Laws;
- (3) promptly Respond to the Release of a Hazardous Materials, to the extent such Response action is required by applicable Environmental Laws;
- (4) promptly take all further actions required under applicable Environmental Laws to abate any threat to human health or the environment;
- (5) promptly undertake any further removals, remediation, or corrective actions as are required by applicable Environmental Laws or a governmental agency exercising its authorized regulatory jurisdiction under Environmental Laws, to remedy any such Release of a Hazardous Material, and any resulting impacts; and
- (6) if applicable, and to the extent feasible, promptly obtain documentation of the approval of the closure of such Release from the governmental agency(ies) with regulatory jurisdiction as such may be issued under Environmental Laws, and provide such documentation to AUTHORITY.

B. Any remedial or other activity undertaken by AIRLINE under this Article shall not be construed to impair AIRLINE's rights, if any, to seek contribution or indemnity from any person, consistent with the terms and limitations of this Agreement.

C. AIRLINE shall not be responsible under this Section 13.4 for a Release to the extent caused by another airline that AUTHORITY has compelled AIRLINE to accommodate pursuant to this Agreement.

13.5 Investigation, Remediation, or Corrective Action Process.

A. Before commencing any subsurface soil, surface water, storm water, or groundwater investigations, removals, remediation, or corrective actions that AIRLINE or an AIRLINE ENTITY are required to perform at the Airport under this Agreement, and except for immediate removal actions required by Environmental Laws, AIRLINE shall promptly provide any proposed plans for such investigations, removals, remediation, or corrective actions to AUTHORITY for approval in accordance with applicable Environmental Laws, which approval shall not be unreasonably withheld, delayed or conditioned. The work shall be performed in a diligent manner consistent with the time(s) prescribed by Environmental Laws and relevant governmental authorities and at AIRLINE's expense, and AUTHORITY shall have the right to review and inspect all such work at any time using consultants and representatives of AUTHORITY's choice, at AUTHORITY's expense. Specific cleanup levels for any environmental removals, remediation or corrective actions shall comply with applicable Environmental Laws, with remediation standards being applied to such actions consistent with the use of the Airport for such purposes, including planned uses reasonably contemplated or anticipated by AUTHORITY. AIRLINE may also utilize institutional controls and other engineered barriers as part of any removals, remediation or corrective actions to the extent authorized by Environmental Laws

and approved by AUTHORITY in writing, which shall not be unreasonably withheld, delayed or conditioned. AIRLINE shall, at AIRLINE's own cost and expense, have all tests performed, and reports and studies prepared, and shall provide such information to any governmental agency as may be required by applicable Environmental Laws, with a copy simultaneously provided to AUTHORITY. This obligation includes but is not limited to any requirements for a site characterization, site assessment, remediation objectives report, remedial action plan, and remedial action completion report that may be necessary to comply with applicable Environmental Laws.

B. If during the Term, AUTHORITY's planned uses of any portion of the Airline Premises or Airport for which AIRLINE has conducted investigations, removals, remediation, or corrective actions and which, pursuant to Environmental Laws, require additional investigations, removals, remediation, or corrective actions to accommodate planned uses, the costs of any such additional investigations, removals, remediation, or corrective actions necessary to make such portion of the Airline Premises or Airport suitable for any such planned uses shall be allocated to the Airfield and recovered through Chargeable Landings reasonably contemplated or anticipated by AUTHORITY.

13.6 AUTHORITY's Rights to Ensure AIRLINE's Compliance with Environmental Response and Compliance Obligations.

A. If, as is reasonably determined by AUTHORITY, AIRLINE or any AIRLINE ENTITIES:

(1) do not take appropriate Response actions required by applicable Environmental Laws in response to a Release for which it is responsible under this Agreement, within the time(s) prescribed by such Environmental Laws; or

(2) do not perform or complete reporting, notifications, investigations, removals, remediation, corrective actions, or closure actions for which it is required under this Agreement within the time(s) prescribed by applicable Environmental Laws, or within the time reasonably necessary to enable AUTHORITY to meet its obligations under Environmental Laws

then AUTHORITY shall first provide reasonable advance written notice to AIRLINE of AIRLINE's failure to comply with such obligations and a reasonable opportunity for AIRLINE to cure such failure to comply by AIRLINE initiating or recommencing any such actions consistent with required schedules (including exercising its legal right to reasonably and in good faith challenge such alleged obligation to comply), but in any event not less than forty-five (45) days, except in emergency circumstances in which such advance notice is not possible, then AUTHORITY or its authorized contractor, in addition to its rights and remedies described elsewhere in this Agreement and otherwise available at law, in equity, or otherwise, may, at its election, upon reasonable notice, enter the affected area, and take whatever action AUTHORITY reasonably deems necessary to meet AIRLINE's obligations under Environmental Laws, within the time required under such Environmental Laws, consistent with the requirements of this Agreement. In addition to such

notice and opportunity to cure, AUTHORITY shall provide AIRLINE with its plan to perform such work for AIRLINE's review and comment at least seven (7) business days before the commencement of such work, which comments shall be reasonably considered by AUTHORITY, except in emergency circumstances where such advance notice is not possible. Such action taken by AUTHORITY consistent with the requirements of this Agreement shall be at AIRLINE's expense plus administrative expenses of the greater of Five Hundred Dollars (\$500.00) or fifteen percent (15%) of all costs incurred by AUTHORITY, including but not limited to any Environmental Damages.

B. In the event that (1) a Release in violation of Environmental Laws which occurred prior to the Effective Date is encountered in any portion of the Airfield or Airline Premises or (2) the AUTHORITY cannot identify with commercially reasonable effort any of the parties causing, unlawfully allowing, contributing to or responsible for a Release at or from the Airport requiring the completion of appropriate Response actions as provided in this Agreement, then AUTHORITY may take actions to report, repair, contain, investigate, remove, correct or remediate such Release consistent with Environmental Law, provided AUTHORITY shall provide reasonable advance written notice to all airlines serving the airport of its intention to take such actions (except in emergency circumstances in which such advance notice is not possible) as well as afford AIRLINE a reasonable opportunity to review and comment on the AUTHORITY's plan to perform such actions, which comments shall be reasonably considered by AUTHORITY, after which the costs

incurred by the AUTHORITY to undertake such work shall be allocated by AUTHORITY to the Airfield and recovered through Chargeable Landings.

C. Nothing in this Section 13.6 is intended or shall be construed so as to prevent AUTHORITY or AIRLINE from exercising, in their reasonable discretion, any rights granted or available elsewhere in this Agreement, or by law, including without limitation AUTHORITY's right to require AIRLINE to take actions to report, repair, contain, investigate, remove, correct or remediate a Release caused by AIRLINE or seek contribution from AIRLINE or an AIRLINE ENTITY for any activities undertaken by the AUTHORITY under this Agreement to remediate a Release caused by AIRLINE or an AIRLINE ENTITY, or AIRLINE's right to challenge any request by any government authority or AUTHORITY to perform any of the actions identified in this Article under applicable Environmental Laws. Additionally, nothing in this Agreement shall relieve AIRLINE or AUTHORITY of any obligations, or operate as a waiver by AIRLINE or AUTHORITY of any respective rights, under any other agreement between AIRLINE and AUTHORITY except that AIRLINE shall have no right to recover from AUTHORITY any costs incurred by the AUTHORITY and recovered from AIRLINE through Chargeable Landings under this Article 13.

13.7 Environmental Indemnification and Reimbursement.

A. Notwithstanding any other provision to the contrary, AIRLINE agrees to indemnify, defend, and hold harmless AUTHORITY, its past and present elected and appointed officials, officers, agents and employees ("Environmental

Indemnitees”), from and against any and all Environmental Damages resulting from:

- (1) the breach by AIRLINE of any representation or warranty made in this Article; or
- (2) the failure of AIRLINE to meet its obligations under this Article, whether caused or unlawfully allowed by AIRLINE or an AIRLINE ENTITY; or
- (3) documented loss by any Environmental Indemnitee(s) from any Environmental Damages, to the extent caused, unlawfully allowed or contributed to by the unauthorized Release of a Hazardous Materials by AIRLINE or by an AIRLINE ENTITY or the failure of AIRLINE or any AIRLINE ENTITY to comply with applicable Environmental Laws in connection with the operations of AIRLINE or AIRLINE ENTITIES at the Airport used by AIRLINE pursuant to this Agreement, during the Term; in each case, except to the extent arising out of the sole active negligence, violation of Environmental Laws or willful misconduct of the Environmental Indemnitees or any entity or individual under the AUTHORITY’s direction or control.

B. AUTHORITY shall provide AIRLINE with prompt notice of any such Environmental Damages to allow AIRLINE the opportunity to properly and effectively respond to or otherwise defend such Environmental Damages. AIRLINE shall, at its own cost and expense, defend all such Environmental Damages whether frivolous or not. In the event AUTHORITY undertakes any action, including, but not limited to, investigations, removals, remediation, or

corrective actions with respect to any Environmental Damages in response to the failure of AIRLINE to defend such Environmental Damages as required under this Agreement, AIRLINE shall reimburse AUTHORITY, upon written demand by AUTHORITY, for all reasonable and documented costs that AUTHORITY incurs in association with such action, including but not limited to consultants' fees, contractors' fees, reasonable attorneys' fees and expenses of investigation, removal, Response, remediation, or corrective action.

C. Except to the extent arising out of the sole active negligence, violation of Environmental Laws or willful misconduct of the Environmental Indemnitees, or any entity or individual under the AUTHORITY's direction or control, AIRLINE waives the right of contribution and subrogation against the Environmental Indemnitees in connection with Environmental Damages set forth in Section 13.7.A and 13.7.B, above.

D. Regardless of the date of termination of this Agreement, the indemnifying party's representations, obligations and liabilities under this Article shall continue as long as the Environmental Indemnitees bear any liability or responsibility under this Article or the Environmental Laws.

E. Any claims for environmental matters shall be subject to this 13.7 and shall not be subject to the general indemnity provision of **Error! Reference source not found.**1 in this Agreement.

### 13.8 Initial Walk-Through.

Prior to AIRLINE's initial occupancy (as of the Effective Date or later) of, use of, or operations at the Airline Premises, AUTHORITY shall have the opportunity to perform, at its own

expense, an initial walk-through of the Airline Premises regarding the environmental condition of the Airline Premises and their state of compliance with Environmental Laws and produce an Initial Walk-Through report. AUTHORITY shall provide AIRLINE with an opportunity to participate in any such initial walk-through and review and comment upon the conclusions and findings of the initial walk-through report.

13.9 Concluding Environmental Site Inspection.

At least ninety (90) days prior to vacating or surrendering the Airline Premises or any portion of them for any reason, AIRLINE shall provide AUTHORITY with access to perform a concluding walk-through in order to determine the environmental condition of the Airline Premises or that part of the Airline Premises being vacated, and their state of compliance with the requirements of this Agreement. AUTHORITY shall provide AIRLINE with an opportunity to participate in the Concluding Walk-Through. If the Concluding Walk-Through reveals that AIRLINE has not removed all trash, containers, tanks, structures, debris, residue, and other items and materials for which AIRLINE or anyone operating on its behalf is responsible, or has otherwise failed to comply with the requirements of this Article 13, AUTHORITY will share its concluding walk-through report and any relevant photographs with AIRLINE. AIRLINE will remove or correct any items to the extent not in compliance with the requirements of this Agreement within five (5) business days of receipt of said report and photographs or such longer period of time as reasonably requested by AIRLINE and reasonably approved by AUTHORITY to perform the corrective actions.

**ARTICLE 14 CANCELLATION BY AUTHORITY**

14.1 Events of Default. The events described below shall be deemed events of default (“Events of Default”) by AIRLINE hereunder:

A. Upon the occurrence of any one of the following Events of Default, AUTHORITY may issue a written notice of default after providing AIRLINE the cure period noted:

- (1) The conduct of any business or performance of any acts at the Airport not specifically authorized herein or by other agreements between AUTHORITY and AIRLINE, and said business or acts do not cease within thirty (30) days of receipt of AUTHORITY's written notice to cease said business or acts.
- (2) The failure to cure a default in the performance of any of the terms, covenants and conditions required herein (except for those terms, covenants and conditions set forth in Section 14.1B) within thirty (30) days of receipt of written notice by AUTHORITY to do so; or if by reason of the nature of such default, the same cannot be remedied within thirty (30) days following receipt by AIRLINE of written demand from AUTHORITY, and AIRLINE fails to commence the remedying of such default, or having so commenced, shall fail thereafter to continue with diligence the curing thereof; provided, however, AIRLINE's required performance under this Section 14.1A(2) shall be conditioned by the Force Majeure provisions of Section 20.29. AIRLINE shall have the burden of proof to demonstrate (i) that the default cannot be cured within thirty (30) days, (ii) that it is proceeding with diligence to cure said default, and (iii) that such default will be cured within a reasonable period of time.

(3) The failure by AIRLINE to pay any part of the rentals, fees and charges due hereunder and the continued failure to pay said amounts in full within ten (10) days of AUTHORITY's written notice of payments past due; provided, however, if a dispute arises between AUTHORITY and AIRLINE with respect to any obligation or alleged obligation of AIRLINE to make payments to AUTHORITY, payments under protest by AIRLINE of the amount due shall not waive any of AIRLINE's rights to contest the validity or amount of such payment; and, provided further, that if any court or other body having jurisdiction determines all or any part of the protested payment shall not be due, then AUTHORITY shall promptly reimburse AIRLINE any amount determined as not due plus interest on such amount at the lower of one and one-half percent (1½%) or the highest rate allowable under applicable state law.

B. Upon the occurrence of any one of the following Events of Default, AUTHORITY may immediately issue written notice of default:

- (1) The failure by AIRLINE to provide and keep in force, if required, the Contract Security in accordance with Section 7.10.
- (2) The failure by AIRLINE to provide and keep in force insurance coverage in accordance with Section 12.2.
- (3) The appointment by order of a court of competent jurisdiction of a trustee, custodian, or receiver of all or a substantial portion of AIRLINE's assets.

- (4) The divestiture of AIRLINE's estate herein by operation of law (except in connection with an assignment permitted under Section 17.1 hereof), by dissolution, or by liquidation.
- (5) The insolvency of AIRLINE as determined by a court of competent jurisdiction; or if AIRLINE shall take the benefit of any present or future insolvency statute, shall make a general assignment for the benefit of creditors, or shall seek a reorganization or the readjustment of its indebtedness under any law or statute of the United States or of any state thereof.
- (6) The voluntary discontinuance for a period of at least thirty (30) consecutive days by AIRLINE of its operations at the Airport unless otherwise approved by AUTHORITY, in advance, in writing.

14.2 Continuing Responsibilities of AIRLINE. Notwithstanding the occurrence of any Event of Default, AIRLINE shall remain liable to AUTHORITY for all rentals, fees and charges payable hereunder and for all preceding breaches of any covenant of this Agreement. Furthermore, unless AUTHORITY elects to cancel this Agreement, AIRLINE shall remain liable for and promptly pay all rentals, fees and charges accruing hereunder until the expiration of this Agreement as set forth in Article 3, or until this Agreement is cancelled by AIRLINE pursuant to Article 15.

14.3 AUTHORITY's Remedies. Upon the occurrence of any event enumerated in Section 14.1A or 14.1B, the following remedies shall be available to AUTHORITY:

- A. AUTHORITY may cancel this Agreement and revoke AIRLINE's status as a Signatory Airline at the Airport, effective upon the date specified in the notice of

cancellation. For events enumerated in Section 14.1A, such date shall be not less than thirty (30) days from said notice. Upon such date, AIRLINE shall have no further rights hereunder and AUTHORITY shall have the right to take immediate possession of AIRLINE's Premises, the condition of which shall be subject to the requirements of Section 16.1.

B. AUTHORITY may reenter the Airline Premises and may remove all AIRLINE persons and property from same in accordance with Section 16.2 upon the date of reentry specified in AUTHORITY's written notice of reentry to AIRLINE. For events enumerated in Section 14.1A, reentry shall be not less than thirty (30) days from the date of notice of reentry. Upon any removal of AIRLINE property by AUTHORITY hereunder, AIRLINE property may be stored or sold by AUTHORITY in accordance with Section 16.2.

C. AUTHORITY may relet Airline Premises and any improvements thereon or any part thereof at such rentals, fees and charges and upon such other terms and conditions as AUTHORITY, in its reasonable judgment, may deem advisable, with the right to make alterations, repairs or improvements on said Airline Premises. In reletting the Airline Premises, AUTHORITY shall be obligated to make a good faith effort to obtain terms no less favorable to AUTHORITY than those contained herein and otherwise seek to mitigate any damages it may suffer as a result of AIRLINE's Event of Default.

D. In the event that AUTHORITY relets Airline Premises, rentals, fees and charges received by AUTHORITY from such reletting shall be applied: (i) to the payment of any indebtedness other than rentals, fees and charges due hereunder

from AIRLINE to AUTHORITY; (ii) to the payment of any cost of such reletting; and (iii) to the payment of rentals, fees and charges due and unpaid hereunder. The residue, if any, shall be held by AUTHORITY and applied in payment of future rentals, fees and charges as the same may become due and payable hereunder. If that portion of such rentals, fees and charges received from such reletting and applied to the payment of rentals, fees and charges hereunder is less than the rentals, fees and charges payable during applicable periods by AIRLINE hereunder, then AIRLINE shall pay such deficiency to AUTHORITY. AIRLINE shall also pay to AUTHORITY, as soon as ascertained, any costs and expenses incurred by AUTHORITY in such reletting not covered by the rentals, fees and charges received from such reletting.

E. No reentry or reletting of Airline Premises by AUTHORITY shall be construed as an election on AUTHORITY's part to cancel this Agreement unless a written notice of cancellation is given to AIRLINE.

F. AIRLINE shall pay to AUTHORITY all other costs incurred by AUTHORITY in the exercise of any remedy in this Article 14, including, but not limited to, reasonable attorney's fees, disbursements, court costs, and expert fees.

G. AUTHORITY may exercise any other legal or equitable remedy, including but not limited to the remedies hereinafter specified.

14.4 Remedies Under Federal Bankruptcy Laws. Notwithstanding the foregoing, upon the filing by or against AIRLINE of any proceeding under Federal bankruptcy laws, if AIRLINE has defaulted in the performance of any provision of this Agreement within the six (6) months preceding such filing, AUTHORITY shall have the right to cancel this Agreement, in addition to

other remedies provided under provisions of the Federal Bankruptcy Rules and Regulations and Federal Judgeship Act of 1984, or any successor statute, as such may be subsequently amended, supplemented, or replaced. Such cancellation shall be by written notice to AIRLINE within sixty (60) days from the date of AIRLINE's initial filing in bankruptcy court.

#### **ARTICLE 15 CANCELLATION BY AIRLINE**

15.1 Events of Default. The events described below shall be deemed events of default by AUTHORITY hereunder:

A. AUTHORITY fails to keep, perform or observe any material term, covenant or condition herein contained to be kept, performed, or observed by AUTHORITY and such failure continues for thirty (30) days after receipt of written notice from AIRLINE; or if by its nature such default cannot be cured within such thirty (30) day period, AUTHORITY shall not commence to cure or remove such default within said thirty (30) days and to cure or remove the same promptly as reasonably practicable; provided, however, AUTHORITY's performance under this Section 15.1A shall be conditioned by the Force Majeure provisions of Section 20.29 of this Agreement.

B. Airport is closed to flights in general or to the flights of AIRLINE, for reasons other than those circumstances within AIRLINE's control, and Airport fails to be reopened to such flights within sixty (60) consecutive days from such closure.

C. The Airport is permanently closed as an air carrier airport by act of any Federal, state, or local government agency having competent jurisdiction; or AIRLINE is unable to use Airport for a period of at least thirty (30) consecutive days due to any law or any order, rule or regulation of any governmental authority having jurisdiction over the operations of the Airport; or any court of competent

jurisdiction issues an injunction preventing AUTHORITY or AIRLINE from using Airport for airport purposes, for reasons other than those circumstances within AIRLINE's control, and such injunction remains in force for a period of at least thirty (30) consecutive days.

D. The United States Government or any authorized agency of the same (by executive order or otherwise) assumes the operation, control or use of the Airport in such a manner as to substantially restrict AIRLINE from conducting its operations, if such restriction be continued for a period of thirty (30) consecutive days or more.

15.2 AIRLINE's Remedy. So long as AIRLINE is not in default as set forth in Section 14.1 of this Agreement, including but not limited to payments due to AUTHORITY hereunder, AIRLINE may cancel this Agreement upon the occurrence of an Event of Default, as set forth in Section 15.1. In such event, AIRLINE shall provide a thirty (30) day advance written notice of cancellation to AUTHORITY. All rentals, fees and charges payable by AIRLINE shall cease as of the date of such cancellation and AIRLINE shall surrender the Airline Premises in accordance with Article 16 hereof.

#### **ARTICLE 16 SURRENDER OF AIRLINE PREMISES**

16.1 Surrender and Delivery. Upon termination or cancellation of this Agreement, AIRLINE shall promptly and peaceably surrender to AUTHORITY its Airline Premises and all improvements thereon to which AUTHORITY is entitled in the same condition received, reasonable wear and tear and damage due to structural or pre-existing defects excepted, unless caused by AIRLINE; provided, however, nothing in this Section 16.1 shall be construed to modify the obligations of the parties set forth in Article 9, Article 11, Article 12 and Article 13.

16.2 Removal of Property. Provided AIRLINE is not in default for payment of rentals, fees and charges hereunder, AIRLINE shall have the right at any time during the Term of this Agreement to remove from the Airport its aircraft, tools, equipment, trade fixtures, and other personal property, title to which shall remain in AIRLINE, unless otherwise set forth in this Agreement, and shall remove such aircraft, tools, equipment, trade fixtures, and other personal property within fifteen (15) business days following termination of this Agreement, whether by expiration of time or otherwise, as provided herein, subject to any valid lien which AUTHORITY may have thereon for unpaid rentals, fees and charges. AIRLINE shall not abandon any portion of its property at the Airport without the written consent of AUTHORITY. Any and all property not removed by AIRLINE within fifteen (15) business days following the date of termination of this Agreement shall, at the option of AUTHORITY, (i) become the property of AUTHORITY at no cost to AUTHORITY; (ii) be stored by AUTHORITY, at no cost to AUTHORITY; or (iii) be sold in a commercially reasonable manner for the account of AIRLINE at no cost to AUTHORITY. Except as may be agreed to otherwise by AUTHORITY and AIRLINE, all AUTHORITY property damaged by or as a result of the removal of AIRLINE's property shall be restored by AIRLINE to the condition existing before such damage at AIRLINE's expense.

16.3 Holding Over. In the event AIRLINE uses its Airline Premises without the written consent of AUTHORITY after this Agreement has been cancelled or expires, AIRLINE shall be deemed a tenant at sufferance during the period of such use and shall pay rates equal to the Compensatory Rates as calculated in accordance with Exhibit "G" for rentals, fees and charges established by AUTHORITY for Air Transportation Companies which are not Signatory Airlines during such period. In such event, AUTHORITY shall have the right to all remedies provided under applicable laws; provided, however, AUTHORITY's consent shall not be unreasonably

withheld, delayed or conditioned during any period of good faith lease negotiations between AIRLINE and AUTHORITY.

## **ARTICLE 17 ASSIGNMENT, SUBLETTING, AND HANDLING AGREEMENTS**

### 17.1 Assignment and Subletting by AIRLINE.

A. AIRLINE shall not, directly or indirectly, assign, sell, hypothecate or otherwise transfer this Agreement, or any portion of Airline Premises, without the prior written consent of the AUTHORITY, which consent shall not be unreasonably withheld, delayed or conditioned. The foregoing shall not prevent the assignment of this Agreement or any portion thereof to any corporation with which AIRLINE may merge or consolidate, or to which AIRLINE may transfer all or substantially all of its assets; provided however, (i) that any successor or transferee entity shall have a substantially similar or greater net asset value as AIRLINE; (ii) that such successor shall provide financial information as reasonably requested by AUTHORITY; and (iii) that such successor corporation, no later than sixty (60) days after the date of such merger, consolidation, succession or transfer shall provide written acknowledgement by a duly authorized corporate officer to AUTHORITY that it has assumed all obligations of AIRLINE and will fully honor all the terms and conditions set forth in this Agreement.

B. AIRLINE shall not sublease Airline Premises without the prior written consent of AUTHORITY, which consent may be withheld if AUTHORITY has substantially similar space available, but unleased, or if AUTHORITY can make such space available for lease within thirty (30) days. Preferential use of AIRLINE's Preferential Use Premises or any part thereof; by anyone other than AIRLINE or AIRLINE's Affiliates, shall be deemed a sublease.

C. AIRLINE shall include with its written request for permission to assign or sublease, a copy of the proposed assignment or sublease agreement, if prepared. In the event such proposed agreement has not been prepared, a written summary of the material terms and conditions to be contained in such agreement shall be included with AIRLINE's written request for tentative approval by the AUTHORITY. The assignment or sublease agreement or written summary submitted with AIRLINE's request shall include the following information: (i) the term; (ii) the area or space to be assigned or subleased; (iii) the sublease rentals to be charged; (iv) financial data for the successor entity in the event of an assignment as reasonably requested by AUTHORITY; and (v) the provision that assignee or sublessee must execute a separate operating agreement with AUTHORITY. Any other information reasonably requested by AUTHORITY pertaining to said sublease or assignment shall be promptly provided by AIRLINE. A fully executed copy of such sublease or assignment shall be submitted to AUTHORITY for final approval within ninety (90) days after the occupancy of Airline Premises, or any portion thereof, by the assignee or sublessee.

D. In the event the rentals, fees and charges for subleased premises exceed the rentals, fees and charges payable by AIRLINE for said premises pursuant to this Agreement, AIRLINE shall pay to AUTHORITY the excess of the rentals, fees and charges received from the sublessee over that specified to be paid by AIRLINE herein; provided, however, AIRLINE may charge a reasonable fee for administrative costs, not to exceed fifteen percent (15%) of the specified sublease rental and such fee shall not be considered part of excess rentals, fees and charges.

AIRLINE may also charge a reasonable fee to others, not to exceed fifteen percent (15%) of the actual, documentable costs to AIRLINE, for the use of AIRLINE's capital equipment, tenant finishes and furnishings, and to charge for use of utilities and other services being paid for by AIRLINE.

E. Nothing in this Article 17 shall be construed to release AIRLINE from its obligations under this Agreement, including but not limited to, the payment of rentals, fees and charges provided for herein.

17.2 Handling Agreements. In the event AIRLINE agrees to ground handle any portion of the operations of another Air Transportation Company, even if such other Air Transportation Company is an Affiliate of AIRLINE, AIRLINE shall provide AUTHORITY advance written notice of such proposed activities, including a description of the type and extent of services to be provided. Notwithstanding the foregoing, AIRLINE shall not ground handle any Air Transportation Company, including its Affiliates, that does not have in force an agreement with AUTHORITY for the operation of its Air Transportation Business at the Airport. In the event AIRLINE ground handles any Air Transportation Company that does not have in force an agreement with AUTHORITY, then AIRLINE will be responsible for so notifying AUTHORITY and for collecting the appropriate fees and charges and reporting and remitting same to AUTHORITY.

## **ARTICLE 18 ACCOMMODATION AND REASSIGNMENT**

18.1 Declaration of Intent. AIRLINE and AUTHORITY acknowledge that the objective of AUTHORITY is to offer Air Transportation Companies desiring to serve the Airport access to the Airport, and to provide adequate Gate positions and space in its facilities. In furthering the objectives of providing access to the Airport, including the accommodation of new entrants, AUTHORITY seeks to (1) provide Signatory Airlines with predictability and stability regarding

the use of operational space at the Airport, and (2) provide reasonable accommodation to Air Transportation Companies seeking to serve the Airport and requesting Gates and other Terminal space at the Airport (each a “Requesting Airline”).

18.2 AUTHORITY’s Scheduling Rights at Preferential Use Gates.

A. AUTHORITY shall have the right, upon reasonable notice to and in consultation with AIRLINE, to schedule at a Preferential Use Gate arrivals and departures by a Requesting Airline at all periods of time other than AIRLINE’s Periods of Use of that Preferential Use Gate if and only if no unleased Gate is available to accommodate the Requesting Airline. AUTHORITY shall allow AIRLINE to select the specific Preferential Use Gate at which such accommodation will occur; provided, however, that the Preferential Use Gate selected by AIRLINE shall be able to accommodate the size of the Requesting Airline’s aircraft; and provided, further, that AUTHORITY shall have the right to select a Preferential Use Gate other than that selected by AIRLINE to be used for any accommodation if AUTHORITY determines, in its reasonable discretion, that a different selection is warranted under the circumstances based upon utilization and proximity to AIRLINE’s other Preferential Use Gates. In accommodating AUTHORITY in its right to schedule such operations, AIRLINE shall allow and provide for use of its facilities at the Preferential Use Gate (other than AIRLINE’s ground service equipment and its proprietary equipment installed at the expense of AIRLINE, if any), or permit use of AUTHORITY’s podiums and equipment as may be required for the Requesting Airline’s efficient use of the Preferential Use Gate. If AIRLINE’s off-schedule arrival or off-schedule departure interferes with a

Requesting Airline's use of any Preferential Use Gate assigned to AIRLINE, AIRLINE shall retain scheduling priority in that particular instance, but shall work with and use reasonable efforts to accommodate the Requesting Airline at another Gate.

B. Notwithstanding the foregoing and any other provision of this Section 18.2, AUTHORITY shall have the right, upon reasonable notice to AIRLINE, to schedule at a Preferential Use Gate arrivals and departures by a Requesting Airline during AIRLINE's Periods of Use of that Preferential Use Gate, if AIRLINE does not actually utilize that Preferential Use Gate during its Period of Use for a Scheduled Operation.

C. Notwithstanding the foregoing and any other provision of this Section 18.2, AIRLINE shall have a scheduling priority for a Period of Use under this Section 18.2 with respect to any Scheduled Operation. AIRLINE may revise one or more Scheduled Operations at any time after their publication in the OAG (or any successor publication) by submitting a written amendment of AIRLINE's published schedule to AUTHORITY detailing and highlighting each such revision. AIRLINE agrees that its amendments to its published schedule shall be accurate, submitted to AUTHORITY in a timely manner and made in good faith, and that AUTHORITY shall be able to rely and act on AIRLINE's published schedule and all written amendments thereto submitted to AUTHORITY when accommodating one or more Requesting Airlines at AIRLINE's Preferential Use Gates. If AUTHORITY has actually relied and acted upon AIRLINE's published schedule (as may then have been most recently amended by AIRLINE in accordance with

this Section 18.2C) by directing AIRLINE to accommodate the Requesting Airline at AIRLINE's Preferential Use Gate at a particular time, and AIRLINE subsequently amends its published schedule in a manner that conflicts with the operation of the Requesting Airline so accommodated, AUTHORITY will use best efforts under the circumstances to relocate the Requesting Airline so accommodated at AIRLINE's Preferential Use Gate to another Gate (if available) consistent with this Article 18. If AUTHORITY determines, in its reasonable judgment, that AIRLINE's persistent revisions of its Scheduled Operations are unwritten, inaccurate, and not made in good faith (for example, if AIRLINE routinely submits to AUTHORITY one or more amendments to its published schedule without actually completing an arrival or departure based on AIRLINE's last such amendment), AUTHORITY may, after consultation with AIRLINE, and in addition to any other remedies available under this Agreement, suspend AIRLINE's right under this Section 18.2C to have AUTHORITY relocate a Requesting Airline accommodated at AIRLINE's Preferential Use Gate after AIRLINE's publication of its schedule in the OAG (or any successor publication) for up to ninety (90) days, which suspension AUTHORITY shall elect in its sole discretion, and which decision of AUTHORITY shall be final.

D. Any Requesting Airline that is accommodated at any of AIRLINE's Preferential Use Gates shall be required to pay AIRLINE: (1) the same charges for use of the Preferential Use Gate that it would have been required to pay AUTHORITY for use of a Gate other than a Preferential Use Gate, plus (2) any additional charges imposed by AUTHORITY that AIRLINE actually incurs as a

result of its accommodation of the Requesting Airline, plus a fifteen percent (15%) administrative fee, plus (3) AIRLINE's pro rata share of the amortized costs of capital improvements that AIRLINE makes to any of AIRLINE's Preferential Use Gates, with its own funds and in accordance with Section 9.4, as a direct result of accommodating a Requesting Airline in accordance with this Section 18.2, plus a 15% administrative fee. AIRLINE may not demand any additional payments from the Requesting Airline on account of its use of the Gate. As a condition of accommodation on any of AIRLINE's Preferential Use Gates, the Requesting Airline shall have executed an agreement that is substantially in the form of this Agreement, the Affiliate Operating Agreement attached hereto as Exhibit "H," or the Non-Affiliate Non-Signatory Operating Agreement attached hereto as Exhibit "I," as applicable, through which the Requesting Airline is bound by insurance and indemnification obligations that are substantially similar to the obligations set forth herein. These insurance and indemnification obligations shall inure to the benefit of AIRLINE as a third-party beneficiary for any period of accommodation, and AIRLINE shall not be required to accommodate a Requesting Airline at its Preferential Use Gates if the Requesting Airline's insurance and indemnification obligations are not satisfied. As a further condition to any such accommodation, AIRLINE may require a deposit from the Requesting Airline as is reasonable and necessary to secure payment of the charges to AIRLINE; provided, however, that AIRLINE may not require a security deposit that is greater than the Contract Security, if any, that AIRLINE has given to AUTHORITY under Section 7.10.

18.3 Priorities for Accommodation in Space Other than Gates. If AUTHORITY receives a request for access to space in the Terminal (other than Gates, which are subject to the provisions of Section 18.2 of this Agreement) from a Requesting Airline, AUTHORITY shall, whenever possible, accommodate such a request by providing access to existing common use space under AUTHORITY's control. If such common use space is unavailable or inadequate to meet the reasonable requirements of the Requesting Airline, as determined by AUTHORITY, AUTHORITY shall encourage Signatory Airlines voluntarily to accommodate the Requesting Airline, by subletting or otherwise making available for use by the Requesting Airline space within the Terminal that is subject to their exclusive use (if any) or preferential use. AUTHORITY shall notify the Signatory Airlines in writing when AUTHORITY has determined that a Requesting Airline cannot be accommodated in common use space, and the Signatory Airlines shall have thirty (30) calendar days from the Signatory Airlines' receipt of such notice to voluntarily agree to accommodate the Requesting Airline. Any such agreements to accommodate a Requesting Airline must be in writing and mutually agreed to by the parties, and are subject to AUTHORITY's approval under Article 17 hereof. If a Requesting Airline is unable to meet its reasonable requirements, as determined by AUTHORITY, by using common use space made available by AUTHORITY, or by using space voluntarily made available by Signatory Airlines, AUTHORITY shall have the right, upon thirty (30) calendar days' notice to AIRLINE, to require AIRLINE to accommodate the Requesting Airline in space designated by AUTHORITY by allowing the Requesting Airline to use AIRLINE's Preferential Use Premises, subject to Section 18.3B; provided, however, that if the Requesting Airline is a Signatory Airline, the Requesting Airline must show, to AUTHORITY's satisfaction, that it cannot reasonably accommodate its own expanded service within the Terminal space already subject to its exclusive use or preferential use.

If AUTHORITY is unable to meet the reasonable requirements of the Requesting Airline, as determined by AUTHORITY, after requiring the Signatory Airlines, including AIRLINE, to accommodate the Requesting Airline in their preferential use space, AUTHORITY shall consider whether the reasonable requirements of the Requesting Airline could be met in a reasonable, cost-effective way by constructing temporary or permanent new facilities. Only if all of these measures are inadequate to meet the reasonable requirements of the Requesting Airline, as determined by AUTHORITY, AUTHORITY may exercise its right to consolidate AIRLINE's operations under Section 18.4.

B. AUTHORITY may not require AIRLINE to accommodate a Requesting Airline in AIRLINE's Preferential Use Premises if such accommodation would require AIRLINE to reschedule one or more Scheduled Operations during AIRLINE's Periods of Use. AIRLINE shall otherwise, consistent with its rights to preferential use, accommodate such Requesting Airline as directed by AUTHORITY by providing access to and use of its Preferential Use Premises; provided, however, that as a condition of accommodation in any of AIRLINE's Preferential Use Premises, the Requesting Airline shall have executed an agreement that is substantially in the form of this Agreement, the Affiliate Operating Agreement attached hereto as Exhibit "H", or the Non-Affiliate Non-Signatory Operating Agreement attached hereto as Exhibit "I", as applicable, through which the Requesting Airline is bound by insurance and indemnification obligations that are substantially similar to the obligations set forth herein. These insurance and indemnification obligations shall inure to the benefit of the AIRLINE as a third-party beneficiary for any period of accommodation, and AIRLINE shall not be

required to accommodate a Requesting Airline in its Preferential Use Premises if the Requesting Airline's insurance and indemnification obligations are not satisfied. As a further condition to any such accommodation, AIRLINE may require a deposit from Requesting Airline as is reasonable and necessary to secure payment of the charges to AIRLINE; provided, however, that AIRLINE may not require a security deposit that is greater than the Contract Security, if any, that AIRLINE has given to AUTHORITY under Section 7.10.

C. Any Requesting Airline that is accommodated at any facilities (other than Gates) used by AIRLINE on an exclusive use or preferential use basis shall, in the absence of an agreement to the contrary with AIRLINE, be required (1) to pay AIRLINE the same charges for use of the space that it would have been required to pay AUTHORITY for use of such a facility, (2) to reimburse AIRLINE for any additional AUTHORITY charges that AIRLINE actually incurs as a result of its accommodation of the Requesting Airline, plus a fifteen percent (15%) administrative fee, and (3) to reimburse AIRLINE for its pro rata share of the amortized costs of capital improvements that AIRLINE makes to any of AIRLINE's Preferential Use Premises (other than Gates), with its own funds and in accordance with Section 9.4, as a direct result of accommodating a Requesting Airline in accordance with this Section 18.3, plus a 15% administrative fee. AIRLINE shall not demand any additional payments from the Requesting Airline on account of its use of such space.

D. Subject to the provisions of Section 17.1 and 17.2, nothing contained in this Article 18 shall prevent or prohibit AIRLINE from electing to enter into an

agreement with other Air Transportation Companies authorized to operate into and out of the Airport and desiring the joint use of Airline Premises.

18.4 Consolidation of Operations.

A. If AUTHORITY is unable otherwise to meet the reasonable requirements of a Requesting Airline in accordance with the priorities established in Section 18.3A, and AUTHORITY determines that AIRLINE is under-utilizing its Preferential Use Premises (other than Gates), AUTHORITY may, upon not less than sixty (60) days' written notice to AIRLINE, require AIRLINE to vacate its under-utilized Preferential Use Premises and consolidate its operations in its remaining Preferential Use Premises. AUTHORITY's determination of AIRLINE's utilization of Preferential Use Premises (other than Gates) shall be made after consultation with AIRLINE, and may take into account, among other things, the following factors: (a) AIRLINE's historical, current and reasonably projected frequency of operations; (b) AIRLINE's historical, current and reasonably projected number of boarding and deplaning passengers; (c) AIRLINE's number and use of Preferential Use Gates; (d) AIRLINE's square footage of other Preferential Use Premises; (e) the need for AUTHORITY to manage aircraft and passenger activity at the Airport; and (f) the need to accommodate Non-Signatory Airlines.

B. AIRLINE may request that AUTHORITY reconsider its determination of under-utilization within fifteen (15) calendar days of receipt of AUTHORITY's notice to consolidate and, if it does so, AIRLINE shall provide reasonable documentation of its need for the Preferential Use Premises that are the subject of

the notice. If AUTHORITY, after reconsidering its determination, elects to proceed with the consolidation, AUTHORITY shall give AIRLINE not less than thirty (30) calendar days' notice to vacate such Preferential Use Premises. AUTHORITY may either assign the vacated premises to the Requesting Airline on a preferential use basis, if the Requesting Airline is or becomes a Signatory Airline, or deem the vacated premises to be available for common use subject to AUTHORITY's exclusive control.

C. AUTHORITY shall pay to AIRLINE its reasonable costs of relocating AIRLINE's furniture, equipment and signage in connection with the consolidation of AIRLINE's operations, if required by AUTHORITY under this Section 18.4, plus the reasonable costs of AIRLINE's unamortized capital improvements (if any) originally constructed with AUTHORITY's consent that cannot be relocated.

18.5 Periodic Reassignment.

A. In addition to the obligation of the AIRLINE to accommodate the needs of Requesting Airlines as described in Sections 18.2 and 18.3, AUTHORITY may, at its sole discretion, conduct periodic reassignment of Preferential Use Premises if AUTHORITY determines that such reassignment would be necessary to: (i) reduce the congestion in the Terminal or on the Aircraft Ramp; (ii) promote the efficient use of the Terminal and the Airport; (iii) to consolidate operations due to merger or code-sharing agreements between AIRLINE and other Air Transportation Companies; (iv) meet the applicable laws, ordinances of local, state and federal entities; (v) accommodate a new entrant airline; or (vi) address other operational concerns of AUTHORITY. Such reassignments may result in a reduction in the

AIRLINE's Preferential Use Premises or may cause the AIRLINE to vacate its Preferential Use Premises to relocate to other Preferential Use Premises.

B. AUTHORITY, if it determines to reassign Preferential Use Premises, shall provide a written statement of intent to AAC about proposed reassignments together with the reasons for such reassignment and the proposed effective date. The notice of intent shall be sent not less than ninety (90) days before the proposed effective date. AIRLINE through the AAC shall have the right to review and comment upon the proposed reassignments. After taking into account the comments of the AAC, AUTHORITY in its sole discretion shall make the final determination about reassignments. Final reassignments shall be evidenced by written notice from the CEO transmitting revised Exhibits "B" and "C," sent to each AIRLINE at least thirty (30) days prior to the effective date of the reassignments.

C. Reassignments will be guided by the pertinent factors detailed in Section 18.4 and by measures of utilization of Preferential Use Premises that AUTHORITY deems appropriate under the circumstances. AUTHORITY will seek to accomplish the purpose(s) of the reassignment based on the respective utilization of the Preferential Use Premises made by each Air Transportation Company, from least intense to most intense, and to balance the interests of the affected parties.

D. If, as a result of a reassignment under this Section 18.5, AIRLINE is required to relocate all or a portion of its operations, or to consolidate its operations in its remaining Preferential Use Premises, then AUTHORITY shall determine the reasonable cost of such reassignment or consolidation, including the unamortized

cost of vacated improvements and facilities that had been financed by the AIRLINE. Said costs shall be the responsibility of the Air Transportation Company gaining use of the Preferential Use Premises and shall be paid to AIRLINE.

#### **ARTICLE 19 GOVERNMENT INCLUSION**

19.1 Government Agreements. This Agreement shall be subject and subordinate to the provisions of any existing or future agreements between AUTHORITY and the United States or the State of New York or any other governmental authority, relative to the operation or maintenance of the Airport, the execution of which has been or will be required as a condition precedent to the granting of Federal or other governmental funds for the development of the Airport, to the extent that the provisions of any such existing or future agreements are generally required by the United States or other governmental authority of other civil airports receiving such funds. AIRLINE shall reasonably abide by the requirements of agreements entered into between AUTHORITY and the United States and shall consent to amendments and modifications of this Agreement if required by such agreements or if required as a condition of AUTHORITY's entry into such agreements. In addition, this Agreement shall be subordinate to the Airport Lease.

19.2 PFC Act and Assurances. Notwithstanding anything to the contrary in this Agreement, no provision of this Agreement shall impair the authority of AUTHORITY to impose a Passenger Facility Charge or to use the Passenger Facility Charge revenue as and to the extent provided in the Aviation Safety and Capacity Expansion Act of 1990, 49 U.S.C. § 40117 (the "PFC Act"). AIRLINE acknowledges that AUTHORITY has given to the United States of America, acting by and through the FAA, certain assurances set forth in the PFC Act and implementing regulations at 14 C.F.R. Part 158 ("PFC Assurances"), and AIRLINE agrees that this Agreement shall be subordinate and subject to the PFC Assurances. In the event that the FAA or its successors require any modifications or changes in this Agreement as a condition precedent to the collection

of PFCs or otherwise complying with the PFC Act, AIRLINE shall not withhold its consent to such amendments, modifications, revisions, supplements or deletions of any of the terms, conditions or requirements of this Agreement as may reasonably be required to collect PFCs or comply with the PFC Act. AUTHORITY agrees to provide AIRLINE with advance written notice of any provisions that would adversely modify material terms of this Agreement.

19.3 Federal Government's Emergency Clause. All provisions of this Agreement shall be subordinate to the rights of the United States of America to operate the Airport or any part thereof during time of war or national emergency. Such rights shall supersede any provisions of this Agreement inconsistent with the operations of the Airport by the United States of America.

19.4 General Civil Rights Provisions. AIRLINE agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. If AIRLINE transfers its obligation to another, the transferee is obligated in the same manner as AIRLINE. This provision obligates AIRLINE for the period during which the property is owned, used or possessed by AIRLINE and the Airport remains obligated to the Federal Aviation Administration. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

19.5 Compliance with Nondiscrimination Requirements. During the performance of this Agreement, AIRLINE, for itself, its assignees, and successors in interest (hereinafter referred to as "AIRLINE") agrees as follows.

A. Compliance with Regulations. AIRLINE (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and

Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this Agreement.

B. Non-Discrimination. AIRLINE, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. AIRLINE will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

C. Solicitations for Subcontracts, including Procurements of Materials and Equipment. In all solicitations, either by competitive bidding or negotiation made by AIRLINE for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by AIRLINE of AIRLINE's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

D. Information and Reports. AIRLINE will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such

Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, AIRLINE will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance. In the event of AIRLINE's noncompliance with the non-discrimination provisions of this contract, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

(1) Withholding payments to AIRLINE under the contract until AIRLINE complies; and/or

(2) Cancelling, terminating, or suspending a contract, in whole or in part.

F. Incorporation of Provisions. AIRLINE will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. AIRLINE will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if AIRLINE becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, AIRLINE may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, AIRLINE may request the United States to enter into the litigation to protect the interests of the United States.

19.6 Title VI Clauses for Transfer of Real Property Acquired or Improved Under the Airport Improvement Program.

A. AIRLINE, for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that:

(1) In the event facilities are constructed, maintained, or otherwise operated on the property described in this Agreement for a purpose for which a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, AIRLINE will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Regulations listed in the Pertinent List of Nondiscrimination Authorities (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

B. With respect to this Agreement, in the event of breach of any of the above Nondiscrimination covenants, AUTHORITY will have the right to terminate this Agreement and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if this Agreement had never been made or issued.

19.7 Clauses for Construction/Use/Access to Real Property Acquired Under the Activity, Facility or Program.

A. AIRLINE, for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that AIRLINE will use the premises in compliance with all other requirements imposed by or pursuant to the Title VI List of Pertinent Nondiscrimination Acts and Authorities.

B. With respect to this Agreement, in the event of breach of any of the above Non-discrimination covenants, AUTHORITY will have the right to terminate the lease and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if this Agreement had never been made or issued.

19.8 Title VI List of Pertinent Nondiscrimination Acts and Authorities. During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- (1) Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);

- (2) 49 CFR part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- (3) The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- (4) Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- (5) The Age Discrimination Act of 1975, as amended (42 USC § 6101 et seq.) (prohibits discrimination on the basis of age);
- (6) Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- (7) The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

- (8) Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, et seq) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- (9) The Federal Aviation Administration's Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- (10) Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- (11) Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. 74087 (2005)];
- (12) Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, et seq).

19.9 Affirmative Action. AIRLINE assures that: (1) it shall undertake an affirmative action program as required by the AUTHORITY, and by all federal and state laws, rules and regulations pertaining to Civil Rights (and any and all amendments thereto), including, without limitation, 49 CFR Part 21 and 49 U.S.C. § 47123, to assure that no person shall, on the grounds of race, creed, color, national origin, sex, or age be excluded from participation in or denied the benefits of the program or activity conducted with or benefitting from Federal financial assistance received by the AUTHORITY from the FAA; (2) it shall not engage in employment practices that result in excluding persons on the grounds of race, creed, color, national origin, sex, or age, from participating in or receiving the benefits of any program or activity conducted with or benefitting from Federal financial assistance received by the AUTHORITY from the FAA, or in subjecting them to discrimination or another violation of the regulations under any program covered by 49 CFR Part 21 and 49 U.S.C. § 47123; and (3) it shall include the preceding statements of this Section 19.9 in AIRLINE's contracts and other applicable documents under this Agreement, and shall require that its contractors and others similarly include these statements in their subcontracts and applicable documents.

19.10 Security. AIRLINE, its officers, employees, agents, and those under its control, shall comply with security measures required of AIRLINE by the FAA, DHS, TSA or contained in any Airport master security plan approved by the Federal Aviation Administration. If AIRLINE, its officers, employees, agents, or those under its control shall fail or refuse to comply with said measures and such noncompliance results in a monetary penalty being assessed against AUTHORITY, then, in addition to the provisions of Section 14.3, AIRLINE shall be responsible and shall reimburse AUTHORITY in the full amount of any such monetary penalty or other

damages. Nothing contained herein shall prohibit AIRLINE from contesting with the FAA or other appropriate governmental agency the validity or amount of such penalty.

19.11 Boarding and Deplaning Assistance.

A. As required by 14 C.F.R. § 382.95(b), AIRLINE “must . . . provide boarding and deplaning assistance through the use of lifts or ramps at [Airport] where boarding and deplaning by level-entry loading bridges or accessible passenger lounges is not available.” Consistent with the requirements of 14 C.F.R. § 382, AIRLINE shall be responsible for acquiring or making arrangement – whether directly or through its ground handlers, other airlines operating at the Airport, AUTHORITY (as set forth below in Section (B) or otherwise – for boarding and deplaning assistance devices for use with its aircraft at the Airport.

B. Consistent with the requirements of 14 C.F.R. § 382.141, AIRLINE shall ensure that those personnel involved in providing boarding and deplaning assistance through the use of lifts, ramps or other accessibility devices are properly trained in the use and operation of the devices and appropriate boarding and deplaning assistance procedures that safeguard the safety and dignity of passengers.

C. As explained in 66 Federal Register 22107, the use of a boarding chair to carry a passenger up or down stairs is only permitted in “abnormal circumstances (e.g., if a lift breaks down),” and “is conditioned on the passenger’s consent (except in the case of emergency evacuations).” Furthermore, pursuant to 14 C.F.R. § 382.101, AIRLINE personnel “must never use hand-carrying (i.e., directly picking up the passenger's body in the arms of one or more carrier personnel to effect a level change the passenger needs to enter or leave the aircraft), even if the

passenger consents, unless this is the only way of evacuating the individual in the event of an emergency.”

## **ARTICLE 20 GENERAL PROVISIONS**

### 20.1 Subordination to Resolution.

A. This Agreement and all rights granted to AIRLINE hereunder are expressly subordinated and subject to the lien and provisions of the pledges, transfer, hypothecation or assignment made by AUTHORITY in any Resolution, or any proceedings authorizing and providing security for Other Indebtedness. AUTHORITY and AIRLINE agree that to the extent required by any Resolution(s) or other financing document(s) of the County or AUTHORITY, or law, the holders of the Bonds, Subordinated Indebtedness, or Other Indebtedness, or their designated representatives, shall have the right to exercise any and all rights of AUTHORITY hereunder.

B. AUTHORITY shall notify AIRLINE in advance of any amendments or supplements to the Resolution, or any proceedings authorizing and providing security for Other Indebtedness that would materially alter the terms and provisions of this Agreement. AUTHORITY and AIRLINE shall use their best efforts to agree on the implementation of any such material amendments or supplements desired solely by AUTHORITY for its own purposes.

C. With respect to facilities and/or property leased by AUTHORITY to AIRLINE hereunder which was or is to be acquired by AUTHORITY with proceeds of Bonds, Subordinated Indebtedness, or Other Indebtedness the interest on which is, or is intended to be, excludable from the gross income of the holders

of such Bonds for federal income tax purposes, the parties hereby covenant to protect the tax-exempt status of the Bonds and in furtherance of such purpose:

(1) AIRLINE hereby acknowledges that title to the properties and facilities leased hereunder is solely in the AUTHORITY and/or County. AIRLINE hereby elects, pursuant to Section 142(b)(1)(B)(i) of the Internal Revenue Code of 1986, as amended, that it will not claim depreciation or investment tax credit for federal income tax purposes with respect to any portion of the properties and facilities now or hereafter leased hereby and with respect to any future property financed with Bonds, Subordinated Indebtedness or Other Indebtedness, the interest on which is excludable from gross income pursuant to Section 103 of the Internal Revenue Code of 1986, as amended, unless a written opinion of counsel nationally recognized in matters relating to the issuance of state and local obligations and satisfactory to AUTHORITY is received by AUTHORITY to the effect that such election is not necessary in order to maintain the tax-exempt status of such Bonds, Subordinated Indebtedness or Other Indebtedness.

(2) Said election shall be irrevocable and binding upon AIRLINE and any successors in interest to AIRLINE, and any agreement and any publicly recorded documents in lieu of such agreement shall state that neither the AIRLINE nor any successor in interest under such agreement may claim depreciation or investment tax credit with respect to the properties and facilities now or hereafter leased hereunder and financed with Bonds, Subordinated Indebtedness or Other Indebtedness, the interest on which is

excludable from gross income pursuant to Section 103 of the Internal Revenue Code of 1986, as amended, unless a written opinion of counsel nationally recognized in matters relating to the issuance of state and local obligations and satisfactory to AUTHORITY is received by AUTHORITY to the effect that such election is not necessary in order to maintain the tax-exempt status of such Bonds, Subordinated Indebtedness or Other Indebtedness. This election shall be retained in the records of the AIRLINE and AUTHORITY for the entire Term of this Agreement.

(3) AIRLINE further agrees that with respect to any properties and facilities financed with Bonds, Subordinated Indebtedness or Other Indebtedness, issued after January 1, 1996 and leased hereunder, the Term hereof shall not be for a period longer than eighty percent (80%) of the reasonably expected economic life of the facilities and properties financed from the proceeds of Bonds, Subordinated Indebtedness or Other Indebtedness, the interest on which is excluded from gross income pursuant to Section 103 of the Internal Revenue Code of 1986, as amended, unless a written opinion of counsel nationally recognized in matters relating to the issuance of state and local obligations and satisfactory to AUTHORITY is received by AUTHORITY to the effect such term may be greater.

(4) AIRLINE hereby acknowledges that it has no option or right, nor will it acquire any option or right to acquire, directly or indirectly, the properties or facilities financed with Bonds, Subordinated Indebtedness or Other Indebtedness issued after January 1, 1996, now or hereafter leased

hereunder and financed from the proceeds of Bonds, Subordinated Indebtedness or Other Indebtedness, the interest on which is excludable from gross income pursuant to Section 103 of the Internal Revenue Code of 1986, as amended, other than at the fair market value thereof determined as of the date such option or right is exercised unless a written opinion of counsel nationally recognized in matters relating to the issuance of state and local obligations and satisfactory to AUTHORITY is received by AUTHORITY to the effect that such an option will not affect the tax exempt status of such Bonds, Subordinated Indebtedness or Other Indebtedness.

20.2 Nonwaiver. No waiver of default by either party of any of the terms, covenants, or conditions hereof to be performed, kept and observed by the other party shall be construed to be or act as a waiver of any subsequent default of any of the terms, covenants and conditions to be performed, kept and observed by the other party and shall not be deemed a waiver of any right on the part of the other party to cancel this Agreement as provided herein, or to exercise any other right(s) available at law or in equity.

20.3 Rights Non-Exclusive. Notwithstanding anything herein contained that may be or appear to be to the contrary, the rights, privileges and licenses granted under this Agreement are “non-exclusive” and AUTHORITY reserves the right to grant similar privileges to others.

20.4 SEC Rule 15c2-12. AIRLINE, upon written request by AUTHORITY, shall provide AUTHORITY with such information as AUTHORITY may reasonably request in writing to comply with AUTHORITY’s continuing disclosure requirements under SEC Rule 15c2-12, as it may be amended from time to time; provided, however, that AIRLINE may, in lieu of providing

the requested information, direct AUTHORITY to an AIRLINE or SEC website where the requested information is then currently available.

20.5 Quiet Enjoyment.

A. AUTHORITY agrees that, so long as AIRLINE's payment of rentals, fees and charges is timely and AIRLINE keeps all covenants and agreements contained herein, AIRLINE shall peaceably have and enjoy its Airline Premises and all rights, privileges and licenses of the Airport, its appurtenances and facilities granted herein, subject to the terms and conditions herein contained.

B. Consistent with the nature of AIRLINE's business, AIRLINE agrees that occupancy of its Airline Premises will be lawful and quiet and that it will not knowingly use or permit the use of Airline Premises in any way that would violate the terms of this Agreement, create a nuisance, or disturb other tenants or the general public. AIRLINE shall be responsible for the activity of its officers, employees, agents, and others under its control with respect to this provision.

20.6 Performance. The parties expressly agree that time is of the essence in this Agreement. Failure by a party to complete performance within the time specified, or within a reasonable time if no time is specified herein, shall relieve the other party, without liability, of any obligation to accept such performance.

20.7 Avigation Rights. AUTHORITY reserves unto itself; its successors, and assigns for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Airport, including Airline Premises, for navigation or flight in the said airspace for landing on, taking off from, or operating at the Airport.

20.8 Rules and Regulations.

A. AIRLINE, its officers, employees, agents and others under its control shall observe and obey all laws, regulations and orders of the Federal, state, county and local governments which may be applicable to AIRLINE's operations at the Airport.

B. AUTHORITY, in accordance with the Act, may from time to time adopt, amend or revise reasonable and non-discriminatory rules and regulations for the conduct of operations at the Airport, for reasons of safety, health, preservation of the property or for the maintenance of the good and orderly appearance of the Airport. AIRLINE, its officers, employees, agents, and others under its control (not including passengers) shall faithfully comply with and observe such rules and regulations, except as they may conflict with the terms and provisions of this Agreement, or the regulations of another governmental authority having appropriate jurisdiction. AUTHORITY shall notify AIRLINE in writing in advance of any proposed amendments or supplements to such rules and regulations that would adversely materially alter the terms of this Agreement, and shall provide AIRLINE a reasonable opportunity to comment on any such amendments or supplements.

C. AIRLINE shall be liable and responsible for obtaining, maintaining current, and fully complying with, any and all permits, licenses, and other governmental authorizations, however designated, as may be required at any time throughout the entire Term of this Agreement by any Federal, state, or local governmental entity

or any court of law having jurisdiction over AIRLINE or AIRLINE's operations and activities.

20.9 Waiver of Visual Artists Rights. AIRLINE shall not install any object in the Airline Premises that constitutes a work of visual art under the Visual Artists Rights Act of 1990 ("VARA"), unless and until AIRLINE has provided AUTHORITY with a written waiver from the author of such work of visual art, in form and substance reasonably satisfactory to AUTHORITY, which identifies specifically the work of visual art and the uses of that work to which the waiver applies in accordance with 17 U.S.C. § 106A(e)(1).

20.10 Inspection. AIRLINE shall allow AUTHORITY's authorized representatives access to Airline Premises for the purpose of examining and inspecting said premises; for purposes necessary, incidental to, or connected with the performance of its obligations under this Agreement; or, in the exercise of its governmental functions. Except in the case of an emergency, AUTHORITY shall conduct such inspections during normal business hours upon reasonable advance notice, and in the presence of AIRLINE's representative.

20.11 No Individual Liability. No member, officer, agent, director, or employee of AUTHORITY or AIRLINE shall be charged personally or held contractually liable by or to the other party under the terms or provisions of this Agreement or because of any breach thereof or because of its or their execution or attempted execution.

20.12 Relationship of Parties. Nothing contained herein shall be deemed or construed by the parties hereto, or by any third party, as creating the relationship of principal and agent, partners, joint venturers, or any other similar such relationship between the parties hereto. It is understood and agreed that neither the method of computation of rentals, fees and charges, nor any other

provisions contained herein, nor any acts of the parties hereto, creates a relationship other than the relationship of landlord and tenant.

20.13 Capacity to Execute. The individuals executing this Agreement personally warrant that they have full authority to execute this Agreement on behalf of the entity for whom they are acting herein.

20.14 Savings. The parties hereto acknowledge that they have thoroughly read this Agreement, including any exhibits or attachments hereto and have sought and received whatever competent advice and counsel was necessary for them to form a full and complete understanding of all rights and obligations herein. The parties further acknowledge that this Agreement is the result of extensive negotiations between the parties and shall not be construed against AUTHORITY by reason of the preparation of this Agreement by AUTHORITY.

20.15 Successors and Assigns Bound. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto, where permitted by this Agreement.

20.16 Incorporation of Exhibits. All exhibits and attachments referred to in this Agreement are intended to be and are hereby specifically made a part of this Agreement.

20.17 Titles. Section titles are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope or extent of any provision of this Agreement and shall not be construed to affect in any manner the terms and provisions hereof or the interpretation or construction thereof.

20.18 Severability. In the event that any covenant, condition or provision of this Agreement is held to be invalid by any court of competent jurisdiction, the invalidity of such covenant, condition, or provision shall not materially prejudice either AUTHORITY or AIRLINE

in their respective rights and obligations contained in the valid covenants, conditions or provisions of this Agreement.

20.19 Amendments. This Agreement constitutes the entire agreement between the parties. Except as provided in Sections 4.1, 5.3 and 18.5, no amendment, modification or alteration of the terms of this Agreement shall be binding unless the same is in writing, dated subsequent to the date hereof, and duly executed by the parties hereto.

20.20 Agreement Not to Grant More Favorable Terms. During the Basic Term and (if applicable) the Renewal Term, AUTHORITY agrees not to enter into any lease, contract, or other agreement with any other Air Transportation Company conducting operations at the Airport that contains fees and charges or terms more favorable to such Air Transportation Company than the terms of, or the fees and charges payable by AIRLINE under, this Agreement, unless AUTHORITY also makes those more favorable terms available to AIRLINE. The provisions of this Section 20.20 shall in no way limit, impair, or interfere with AUTHORITY'S ability to charge or establish such fees and charges as AUTHORITY may deem applicable or necessary when entering into any lease, contract, or other agreement with any party that is not an Air Transportation Company.

20.21 No Exclusive Remedy. No remedy provided by this Agreement shall be deemed to be exclusive.

20.22 Subordination to Sponsor's Assurance Agreement. This Agreement shall be subordinate and subject to the terms of any "Sponsor's Assurance Agreement" or like agreement that has been or may be furnished to the FAA by AUTHORITY or required by law.

20.23 Exclusiveness of AIRLINE's Rights. Nothing contained in this Agreement shall be deemed to grant to AIRLINE any exclusive right or privilege within the meaning of 49 U.S.C. § 40103(e) with respect to activity on the Airport.

20.24 Other Agreements. Other than as set forth herein, nothing contained in this Agreement shall be deemed or construed to nullify, restrict or modify in any manner the provisions of any other lease or contract between AUTHORITY and AIRLINE authorizing the use of the Airport, its facilities and appurtenances.

20.25 Approvals.

A. Unless otherwise stated, whenever this Agreement calls for approval by AUTHORITY, such approval shall be evidenced by the written approval of the CEO.

B. Any approval required by either party to this Agreement shall not be unreasonably withheld, delayed or conditioned.

20.26 Notice.

A. All notices, requests, consents and approvals served or given under this Agreement shall be served or given in writing by certified or registered mail or by a recognized national overnight express mail delivery service. If intended for AUTHORITY, notices, requests, consents and approvals shall be delivered to:

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

or to such other address as may be designated by AUTHORITY by written notice to AIRLINE.

B. Notices, requests, consents and approvals to AIRLINE shall be delivered to:

or to such other address as may be designated by AIRLINE by written notice to AUTHORITY.

C. All notices, requests, consents and approvals sent by certified or registered mail shall be deemed to have been given on the third business day following the date of mailing, if properly mailed and addressed. All notices, requests, consents and approvals sent by overnight express mail delivery shall be deemed to have been given when received at the address listed in this Section 20.26, or to such other address as may have been designated by written notice in accordance with this Section 20.26.

20.27 Agent For Service. It is expressly understood and agreed that if AIRLINE is not a resident of the State of New York, or is an association or partnership without a member or partner resident of said state, or is a foreign corporation not licensed to do business in New York, then in any such event, AIRLINE shall appoint an agent for the purpose of service of process in any court action between it and AUTHORITY arising out of or based upon this Agreement. AIRLINE shall immediately, within ten (10) days of execution of this Agreement, notify AUTHORITY, in writing, of the name and address of said agent. Such service shall be made as provided by the laws of the State of New York for service upon a non-resident engaging in business in the State. It is further expressly agreed, covenanted and stipulated that, if for any reason, such service of process is not possible, as an alternative method of service of process, AIRLINE may be served out of the State of New York by the registered mailing of such service at the address set forth in Section 20.26.

20.28 Governing Law; Waiver of Jury Trial. This Agreement is to be read and construed in accordance with the laws of the State of New York. The parties hereto agree the Supreme Court - State of New York, County of Albany or United States District Court - Northern District of New York shall be the forum for any actions brought hereunder. AUTHORITY and AIRLINE hereby waive jury trial in any action, proceeding or counterclaim brought by either party against the other or any matter whatsoever arising out of or in any way connected with this Agreement, the relationship of the AUTHORITY and AIRLINE created hereby, AIRLINE's use or occupancy of the Airport, and/or any claim for injury or damage.

20.29 Force Majeure. Except as herein provided, neither AUTHORITY nor AIRLINE shall be deemed to be in default hereunder if either party is prevented from performing any of the obligations, other than the payment of rentals, fees and charges hereunder, by reason of strikes, boycotts, labor disputes, embargoes, shortages of energy or materials, acts of God, acts of the public enemy, weather conditions, riots, rebellion, or sabotage, or any other circumstances for which it is not-responsible or which are not within its control. Notwithstanding the foregoing, upon termination of such force majeure event, the obligations of AUTHORITY and AIRLINE shall continue as if such force majeure event had not occurred.

20.30 Entire Agreement. It is understood and agreed that this instrument contains the entire agreement between the parties hereto. It is further understood and agreed by AIRLINE that AUTHORITY and AUTHORITY's agents have made no representations or promises with respect to this Agreement or the making or entry into this Agreement, except as in this Agreement expressly set forth, and that no claim or liability or cause for termination shall be asserted by AIRLINE against AUTHORITY for, and AUTHORITY shall not be liable by reason of, the breach of any representations or promises not expressly stated in this Agreement. Any other written or

parol agreement with AUTHORITY is expressly waived by AIRLINE, except to the extent that any other written agreement between AIRLINE and AUTHORITY contains provisions that survive the expiration, termination or early cancellation of that agreement.

\*\*\*\*\*

IN WITNESS WHEREOF, the Parties hereto have caused these presents to be executed on the day and year first above written.

WITNESS:

ALBANY COUNTY AIRPORT AUTHORITY

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Chief Executive Officer

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Chair

\_\_\_\_\_  
Approved as to Form and Legality  
Authority Attorney

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WITNESS:

[AIRLINE]

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBIT A**  
**AIRPORT BOUNDARIES**

**SEE MAP ATTACHED**

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**EXHIBIT B**  
**AIRLINE PREMISES**

**Information included in separate Booklet on file with Authority**

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**EXHIBIT C**

**SUMMARY OF TERMINAL AND AIRCRAFT APRON AREAS**

**Information included in separate Booklet on file with Authority**

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**EXHIBIT D**

**AUTHORITY AND AIRLINE RESPONSIBILITIES**  
**FOR TERMINAL OPERATIONS AND MAINTENANCE**

**SEE FOLLOWING TWO PAGES**

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| EXHIBIT D                                                                                              |                          |                       |                               |                  |                 |           |                 |                     |          |                          |            |
|--------------------------------------------------------------------------------------------------------|--------------------------|-----------------------|-------------------------------|------------------|-----------------|-----------|-----------------|---------------------|----------|--------------------------|------------|
| Albany County Airport Authority<br>Albany International Airport                                        |                          |                       |                               |                  |                 |           |                 |                     |          |                          |            |
| RESPONSIBILITY OF AUTHORITY AND AIRLINE FOR OPERATION AND MAINTENANCE OF THE TERMINAL<br>(Page 1 of 2) |                          |                       |                               |                  |                 |           |                 |                     |          |                          |            |
|                                                                                                        | PREFERENTIAL USE         |                       |                               |                  |                 |           |                 | JOINT USE           |          |                          |            |
|                                                                                                        | Ticket Counter & Queuing | ATO & Baggage Make-Up | Upper Level Service & Offices | Operations Areas | Baggage Service | Holdrooms | Aircraft Aprons | Loading Bridges *** | Security | Inbound/Outbound Baggage | Tug Drives |
| 1. Air Conditioning *                                                                                  |                          |                       |                               |                  |                 |           |                 |                     |          |                          |            |
| a. Maintenance                                                                                         | ACAA                     | ACAA                  | ACAA                          | ACAA             | ACAA            | ACAA      | N/A             | ACAA                | ACAA     | ACAA                     | N/A        |
| b. Operation                                                                                           | ACAA                     | ACAA                  | ACAA                          | ACAA             | ACAA            | ACAA      | N/A             | ACAA                | ACAA     | ACAA                     | N/A        |
| c. Chilled Air Distribution                                                                            | ACAA                     | ACAA                  | ACAA                          | ACAA             | ACAA            | ACAA      | N/A             | ACAA                | ACAA     | ACAA                     | N/A        |
| 2. Heating *                                                                                           |                          |                       |                               |                  |                 |           |                 |                     |          |                          |            |
| a. Maintenance                                                                                         | ACAA                     | ACAA                  | ACAA                          | ACAA             | ACAA            | ACAA      | N/A             | ACAA                | ACAA     | ACAA                     | N/A        |
| b. Operation                                                                                           | ACAA                     | ACAA                  | ACAA                          | ACAA             | ACAA            | ACAA      | N/A             | ACAA                | ACAA     | ACAA                     | N/A        |
| c. Warm Air Distribution                                                                               | ACAA                     | ACAA                  | ACAA                          | ACAA             | ACAA            | ACAA      | N/A             | ACAA                | ACAA     | ACAA                     | N/A        |
| 3. Lighting                                                                                            |                          |                       |                               |                  |                 |           |                 |                     |          |                          |            |
| a. Bulb Replacement **                                                                                 | ACAA                     | ACAA                  | ACAA                          | ACAA             | ACAA            | ACAA      | ACAA            | ACAA                | ACAA     | ACAA                     | ACAA       |
| b. Maintenance **                                                                                      | ACAA                     | A                     | A                             | A                | A               | ACAA      | ACAA            | ACAA                | ACAA     | ACAA                     | ACAA       |
| 4. Electrical Service                                                                                  |                          |                       |                               |                  |                 |           |                 |                     |          |                          |            |
| a. Maintenance *                                                                                       | ACAA                     | ACAA                  | ACAA                          | ACAA             | ACAA            | ACAA      | ACAA            | ACAA                | ACAA     | ACAA                     | ACAA       |
| b. FIDS/BIDS                                                                                           | ACAA                     | ACAA                  | ACAA                          | ACAA             | ACAA            | ACAA      | N/A             | N/A                 | ACAA     | ACAA                     | ACAA       |
| c. Telephone System *                                                                                  | ACAA                     | ACAA                  | ACAA                          | ACAA             | ACAA            | ACAA      | N/A             | N/A                 | ACAA     | ACAA                     | ACAA       |
| d. Data Cable *                                                                                        | A                        | A                     | A                             | A                | A               | A         | A               | N/A                 | ACAA     | ACAA                     | ACAA       |
| 5. Water *                                                                                             |                          |                       |                               |                  |                 |           |                 |                     |          |                          |            |
| a. Distribution                                                                                        | N/A                      | N/A                   | ACAA                          | ACAA             | ACAA            | N/A       | ACAA            | N/A                 | ACAA     | ACAA                     | ACAA       |
| b. Fixtures                                                                                            | N/A                      | N/A                   | A                             | A                | A               | N/A       | A               | N/A                 | ACAA     | ACAA                     | ACAA       |

A - Airline  
ACAA - Albany County Airport Authority

\* - Airline shall be responsible for any connecting fixtures or services installed by Airline; otherwise, the ACAA is responsible

\*\* - Airline shall be responsible for any light fixtures installed by Airline; otherwise, the ACAA is responsible

\*\*\* - Excludes preconditioned air

NOTE: All areas not part of Airline Premises shall be the Authority's responsibility; provided, however, Authority shall not be responsible for any systems or services installed by the Airline, or systems and services installed by Authority, but modified by Airline, unless otherwise agreed to by the parties hereto. Airlines reserve the right to request work by ACAA

| EXHIBIT D                                                                                              |                          |                       |                               |                  |                 |           |                 |                 |           |                          |            |
|--------------------------------------------------------------------------------------------------------|--------------------------|-----------------------|-------------------------------|------------------|-----------------|-----------|-----------------|-----------------|-----------|--------------------------|------------|
| Albany County Airport Authority<br>Albany International Airport                                        |                          |                       |                               |                  |                 |           |                 |                 |           |                          |            |
| RESPONSIBILITY OF AUTHORITY AND AIRLINE FOR OPERATION AND MAINTENANCE OF THE TERMINAL<br>(Page 2 of 2) |                          |                       |                               |                  |                 |           |                 |                 |           |                          |            |
|                                                                                                        | PREFERENTIAL USE         |                       |                               |                  |                 |           |                 |                 | JOINT USE |                          |            |
|                                                                                                        | Ticket Counter & Queuing | ATO & Baggage Make-Up | Upper Level Service & Offices | Operations Areas | Baggage Service | Holdrooms | Aircraft Aprons | Loading Bridges | Security  | Inbound/Outbound Baggage | Tug Drives |
| 6. Sewage *                                                                                            |                          |                       |                               |                  |                 |           |                 |                 |           |                          |            |
| a. Distribution                                                                                        | N/A                      | N/A                   | ACAA                          | ACAA             | ACAA            | N/A       | ACAA            | N/A             | ACAA      | ACAA                     | ACAA       |
| b. Fixtures                                                                                            | N/A                      | N/A                   | A                             | A                | A               | N/A       | A               | N/A             | ACAA      | ACAA                     | ACAA       |
| 7. Maintenance                                                                                         |                          |                       |                               |                  |                 |           |                 |                 |           |                          |            |
| a. Other than Structure                                                                                | A                        | A                     | A                             | A                | A               | ACAA      | ACAA            | ACAA            | ACAA      | ACAA                     | ACAA       |
| b. Structure                                                                                           | ACAA                     | ACAA                  | ACAA                          | ACAA             | ACAA            | ACAA      | ACAA            | ACAA            | ACAA      | ACAA                     | ACAA       |
| c. Exterior                                                                                            | ACAA **                  | ACAA                  | ACAA                          | ACAA             | ACAA            | ACAA      | ACAA            | ACAA            | ACAA      | ACAA                     | ACAA       |
| d. Markings                                                                                            | N/A                      | N/A                   | N/A                           | N/A              | N/A             | N/A       | ACAA            | A               | N/A       | ACAA                     | ACAA       |
| 8. Custodial Services                                                                                  |                          |                       |                               |                  |                 |           |                 |                 |           |                          |            |
| a. Cleaning                                                                                            | ACAA                     | ACAA                  | ACAA                          | ACAA             | ACAA            | ACAA      | ACAA            | ACAA            | ACAA      | ACAA                     | ACAA       |
| b. Waste Disposal                                                                                      | ACAA                     | ACAA                  | ACAA                          | ACAA             | ACAA            | ACAA      | ACAA            | ACAA            | ACAA      | ACAA                     | ACAA       |
| 9. Window Cleaning                                                                                     |                          |                       |                               |                  |                 |           |                 |                 |           |                          |            |
| a. Exterior                                                                                            | N/A                      | ACAA                  | ACAA                          | ACAA             | N/A             | ACAA      | N/A             | ACAA            | ACAA      | ACAA                     | ACAA       |
| b. Interior                                                                                            | N/A                      | ACAA ***              | ACAA ***                      | A                | ACAA            | ACAA      | N/A             | ACAA            | ACAA      | ACAA                     | ACAA       |
| 10. Gate Seating                                                                                       | N/A                      | N/A                   | N/A                           | N/A              | N/A             | ACAA      | N/A             | N/A             | ACAA      | ACAA                     | N/A        |

A - Airline  
ACAA - Albany County Airport Authority

\* - Airline shall be responsible for any connecting fixtures or services installed by Airline; otherwise, the ACAA is responsible

\*\* - Includes ticket counter, sky cap podium, gate podium, and back wall shells. Airline is responsible for inserts.

\*\*\* - Airline shall be responsible for any interior windows in ticket counter, ticket offices, and bag makeup area.

NOTE: All areas not part of Airline Premises shall be the Authority's responsibility; provided, however, Authority shall not be responsible for any systems or services installed by the Airline, or systems and services installed by Authority, but modified by Airline, unless otherwise agreed to by the parties hereto. Airlines reserve the right to request work by ACAA.

**EXHIBIT E**

**CAPITAL IMPROVEMENT PLAN 2025-2029**

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## Exhibit E - Capital Improvement Plan 2025-2029

|                                       | Total         | Fiscal Year  |              |              |              |              | Funding Source |          |               |              |           |
|---------------------------------------|---------------|--------------|--------------|--------------|--------------|--------------|----------------|----------|---------------|--------------|-----------|
|                                       |               | 2025         | 2026         | 2027         | 2028         | 2029         | FAA            | NYS      | PFC           | Cash         | Other     |
| <b>Airfield</b>                       |               |              |              |              |              |              |                |          |               |              |           |
| PFAS Foam Mitigation Plan             | \$ 1,500      | \$ 1,500     | \$ -         | \$ -         | \$ -         | \$ -         | \$ 1,350       | \$ 75    | \$ -          | \$ 75        | \$ -      |
| Intrusion Detection System            | 600           | -            | 600          | -            | -            | -            | -              | -        | 600           | -            | -         |
| Airfield Lighting Controls            | 500           | 500          | -            | -            | -            | -            | -              | -        | 500           | -            | -         |
| Vortac Relocation                     | 1,000         | 500          | 500          | -            | -            | -            | 1,000          | -        | -             | -            | -         |
| Other Airfield                        | 600           | -            | -            | 500          | -            | 100          | -              | -        | -             | 600          | -         |
| <b>Airfield Pavement</b>              |               |              |              |              |              |              |                |          |               |              |           |
| Runway 01/19 and S Perimeter Road     | 14,430        | 14,430       | -            | -            | -            | -            | 12,570         | 700      | 700           | 460          | -         |
| Terminal Apron Recon                  | 24,000        | 3,000        | 7,000        | 7,000        | 7,000        | -            | -              | -        | 24,000        | -            | -         |
| GA Apron Rehab                        | 6,000         | 6,000        | -            | -            | -            | -            | 5,400          | 300      | -             | 300          | -         |
| Airfield Storm Drain                  | 2,000         | -            | 2,000        | -            | -            | -            | -              | -        | -             | 2,000        | -         |
| Runway 01/19 Partial Parallel Taxiway | 23,330        | -            | 1,330        | -            | 22,000       | -            | 20,990         | 1,170    | -             | 1,170        | -         |
| Runway 01 MALSR                       | 2,800         | -            | 2,800        | -            | -            | -            | 2,800          | -        | -             | -            | -         |
| Taxiways M, Q, and Cargo Apron Rehab  | 11,000        | -            | -            | 500          | -            | 10,500       | 9,900          | 550      | -             | 550          | -         |
| Perimeter Road Rehab                  | 5,000         | -            | -            | -            | -            | 5,000        | 4,500          | 250      | -             | 250          | -         |
| Other Airfield Pavement               | 2,700         | 200          | 2,500        | -            | -            | -            | 210            | -        | -             | 2,490        | -         |
| <b>Vehicles and Equipment</b>         | <b>21,070</b> | <b>4,140</b> | <b>2,480</b> | <b>6,890</b> | <b>5,610</b> | <b>1,950</b> | <b>1,570</b>   | <b>-</b> | <b>11,500</b> | <b>7,930</b> | <b>70</b> |
| <b>Landside</b>                       |               |              |              |              |              |              |                |          |               |              |           |
| NW MRO Development                    | 20,000        | -            | 2,000        | -            | -            | 18,000       | -              | -        | -             | -            | 20,000    |
| GA Hangar Development                 | 32,050        | -            | 2,050        | -            | 30,000       | -            | -              | -        | -             | -            | 32,050    |
| Fuel Farm Maintenance Building        | 3,000         | -            | -            | 3,000        | -            | -            | -              | -        | -             | -            | 3,000     |
| FBO Maintenance Building              | 1,000         | -            | -            | 1,000        | -            | -            | -              | -        | -             | -            | 1,000     |
| SRE Building                          | 5,500         | -            | -            | 3,000        | -            | 2,500        | -              | -        | 3,000         | 2,500        | -         |
| Landside Building Improvement         | 8,770         | 4,600        | 620          | 1,730        | 1,820        | -            | -              | 810      | -             | 6,960        | 1,000     |
| Landside Pavement                     | 1,100         | -            | 1,000        | -            | -            | 100          | -              | -        | -             | 1,100        | -         |

|                             | Fiscal Year       |                  |                  |                  |                  | Funding Source   |                  |                 |                  |                  |                  |
|-----------------------------|-------------------|------------------|------------------|------------------|------------------|------------------|------------------|-----------------|------------------|------------------|------------------|
|                             | Total             | 2025             | 2026             | 2027             | 2028             | 2029             | FAA              | NYS             | PFC              | Cash             | Other            |
| <b>Planning</b>             |                   |                  |                  |                  |                  |                  |                  |                 |                  |                  |                  |
| Multi-Modal Facility Design | 10,000            | -                | -                | 10,000           | -                | -                | -                | -               | -                | -                | 10,000           |
| Other Planning              | 6,400             | 880              | 170              | -                | 350              | 5,000            | 500              | 40              | 500              | 2,360            | 3,000            |
| <b>Terminal</b>             |                   |                  |                  |                  |                  |                  |                  |                 |                  |                  |                  |
| Concourse A                 | 19,500            | 10,600           | 4,000            | 4,900            | -                | -                | 10,600           | -               | 7,760            | 1,140            | -                |
| Electrical Transformer      | 6,000             | 6,000            | -                | -                | -                | -                | 4,800            | -               | -                | 1,200            | -                |
| Geothermal Development      | 15,000            | -                | -                | 15,000           | -                | -                | -                | -               | -                | -                | 15,000           |
| <b>Total</b>                | <b>\$ 244,850</b> | <b>\$ 52,350</b> | <b>\$ 29,050</b> | <b>\$ 53,520</b> | <b>\$ 66,780</b> | <b>\$ 43,150</b> | <b>\$ 76,190</b> | <b>\$ 3,895</b> | <b>\$ 48,560</b> | <b>\$ 31,085</b> | <b>\$ 85,120</b> |

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**EXHIBIT F**  
**EQUIPMENT**

**Information included in separate Booklet on file with Authority**

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**EXHIBIT G**  
**FORMAT FOR RATES AND CHARGES AND REVENUE SHARING**  
**CALCULATIONS**

Exhibit G-1

Albany County Airport Authority  
Albany International Airport

**CALCULATION OF TERMINAL RENTAL RATE**

- A. Direct & Indirect Terminal O&M Expenses
- B. Terminal O&M Reserve Requirement
- C. Terminal Capital Charges
- D. Terminal Capital Charge Coverage
- E. Terminal Debt Service Reserve Requirement
- F. Terminal Extraordinary Coverage Protection
- G. TOTAL TERMINAL REQUIREMENT
- LESS:
- H. Non-airline Terminal Space Rentals
- I. TSA Space Rental
- J. Utility Reimbursement
- K. Terminal Tenant Maintenance
- EQUALS:
- L. NET TERMINAL REQUIREMENT
- DIVIDED BY:
- M. Rentable Terminal Space
- EQUALS:
- N. Signatory Terminal Rental Rate

Exhibit G-2

Albany County Airport Authority  
Albany International Airport

CALCULATION OF LANDING FEE RATE

- A. Direct & Indirect Airfield O&M Expenses
- B. Airfield O&M Reserve Requirement
- C. Airfield Capital Charges
- D. Airfield Capital Charge Coverage
- E. Airfield Debt Service Reserve Requirement
- F. Airfield Extraordinary Coverage Protection
- G. TOTAL LANDING FEE REQUIREMENT
- LESS:
- H. Aircraft Aprons Fee Credit
- I. Airfield Tenant Maintenance
- J. Non-signatory Airline Landing Fee Credit
- EQUALS:
- K. NET LANDING FEE REQUIREMENT
- DIVIDED BY:
- L. Signatory Airline & Signatory Cargo Carrier Landed Weight (000 lbs)
- EQUALS:
- M. Signatory Landing Fee Rate

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Exhibit G-3

Albany County Airport Authority  
Albany International Airport

CALCULATION AND ALLOCATION OF FUNDS REMAINING

Airport Revenues (before Revenue Sharing Transfers)

LESS:

Operating and Maintenance Expenses

EQUALS:

NET REVENUES

LESS:

Capital Charges

Capital Charge Coverage

Debt Service Reserve Requirement

Capital Expenditures

Operating & Maintenance Reserve

Renewal and Replacement Reserve

EQUALS:

FUNDS REMAINING

AUTHORITY Share (50%)

Airline Share (50%)\*

ALLOCATION OF AIRLINE SHARE\*

Terminal (80%)

Airfield (20%)

\* AIRLINE's share of Funds Remaining shall be allocated in accordance with Section 8.4C.

Exhibit G-4: CHANGES IN RATES FOR RENTALS, FEES AND CHARGES

**G.01** *Changes in Rates.* The Aircraft Aprons Fee, equipment charge, terminal rental rate, and landing fee rate shall be calculated in accordance with this Exhibit “G.”

**G.02** *Aircraft Aprons Fee.* The Aircraft Aprons rate in each period shall be equal to ten percent (10%) of the Total Landing Fee Requirement, divided by the total number of square feet contained within all Aircraft Aprons, as set forth in Exhibit “C”.

**G.03** *Equipment Charges.* Any equipment leased to AIRLINE by AUTHORITY, as listed in Exhibit “F,” shall bear an annual rental payment based on Capital Charges, Capital Charge Coverage, any required reserves, and O&M Expenses incurred by AUTHORITY for any such equipment. Currently the only equipment that AUTHORITY leases to AIRLINE are the Loading Bridges. If additional equipment is added during the Term of this agreement, a revised Exhibit F will be issued.

**G.04** *Explanation of Exhibit “G-1” Line Items (Calculation of Terminal Rental Rate)*

A. Direct & Indirect Terminal O&M Expenses - O&M Expenses allocable to the Terminal Cost Center.

B. Terminal O&M Reserve Requirement - Amounts required to establish or maintain the O&M Reserve Requirement, allocable to the Terminal Cost Center based on O&M Expenses.

C. Terminal Capital Charges - Capital Charges allocable to the Terminal Cost Center.

D. Terminal Capital Charge Coverage - Capital Charge Coverage allocable to the Terminal Cost Center.

E. Terminal Debt Service Reserve Requirement - Amounts required to establish or maintain Debt Service Reserve Requirement allocable to the Terminal Cost Center.

F. Terminal Extraordinary Coverage Protection – Extraordinary Coverage Protection allocable to the Terminal Cost Center.

G. Total Terminal Requirement - Sum of A through F, above.

H. Non-airline Terminal Space Rentals – Terminal rents received from non-airline tenants including car rental companies, baggage delivery companies and others.

I. TSA Space Rental – Terminal rents received from Transportation Security Administration, if any.

J. Utility Reimbursement – Reimbursement for utilities incurred by the AUTHORITY and included in Total Terminal Requirement.

K. Terminal Tenant Maintenance - Reimbursement for costs incurred by the AUTHORITY and included in Total Terminal Requirement.

L. Net Terminal Requirement - G less H through K, above.

M. Rentable Terminal Space - Total Terminal space less Airport administrative, public, and mechanical/utility space.

N. Signatory Terminal Rental Rate - L divided by M, above.

**G.05 Explanation of Exhibit "G-2" Line Items (Calculation of Landing Fee Rate)**

A. Direct & Indirect Airfield O&M Expenses - O&M Expenses allocable to the Airfield Cost Center.

B. Airfield O&M Reserve Requirement - Amounts required to establish or maintain the O&M Reserve Requirement, allocable to the Airfield Cost Center based on O&M Expenses.

C. Airfield Capital Charges - Capital Charges allocable to the Airfield Cost Center.

D. Airfield Capital Charge Coverage - Capital Charge Coverage allocable to the Airfield Cost Center.

E. Airfield Debt Service Reserve Requirement - Amounts required to establish or maintain Debt Service Reserve Requirement allocable to the Airfield Cost Center.

F. Airfield Extraordinary Coverage Protection - Extraordinary Coverage Protection allocable to the Airfield Cost Center.

G. Total Landing Fee Requirement - Sum of A through F, above.

H. Aircraft Aprons Fee Credit - Ten percent (10%) of the Total Landing Fee Requirement as set forth in G.02.

I. Airfield Tenant Maintenance - Reimbursement for costs incurred by AUTHORITY and included in Total Landing Fee Requirement.

J. Non-signatory Airline Landing Fee Credit - Amounts equal to landing fees received from Non-signatory Airline sources.

K. Net Landing Fee Requirement - G less H through J, above.

L. Signatory Airline & Signatory Cargo Carrier Landed Weight - Total landed weight for all Signatory Airlines and Signatory Cargo Carriers, as determined in accordance with Section 7.1.

M. Signatory Landing Fee Rate - K divided by L, above.

**G.06 Airport Direct Cost Centers.**

A. Terminal - Includes items associated with the Terminal building, concourses, and related facilities.

B. Airfield - Consists of runways, taxiways, and other facilities supporting the activity of military, general aviation, and commercial aircraft, and shall include, but not be limited to, Landing Area and Ramp Area.

C. Loading Bridges - Includes items associated with the loading bridges.

D. FBO Commercial - Includes fixed base operator facilities servicing commercial operations.

E. FBO General Aviation - Includes fixed base operator facilities servicing general aviation activities.

F. Parking - Includes long-term, short-term and employee parking and any parking garages.

G. Landside - Includes all other areas not included in the above Cost Centers including terminal access roadways and those areas servicing and supporting activities not related to aviation that are not in other Cost Centers.

**G.07 Calculation and Allocation of Funds Remaining.** The calculation and allocation of Funds Remaining shall be made in accordance with Exhibit "G-3".

**EXHIBIT H**

**ALBANY INTERNATIONAL AIRPORT**

**FORM OF AFFILIATE OPERATING AGREEMENT**

**ARTICLE 1- SCOPE OF AGREEMENT**

This Agreement between the Albany County Airport Authority (the “Authority”) and \_\_\_\_\_ (the “Affiliate”) grants to the Affiliate certain rights to use facilities to conduct its Air Transportation Business as an Affiliate of [SIGNATORY AIRLINE] (the “Signatory Airline”) at Albany International Airport (the “Airport”). The Signatory Airline Use and Lease Agreement between the Authority and the Signatory Airline, effective as of \_\_\_\_\_, 2026 (the “Airline Use and Lease Agreement”), gives the Signatory Airline the opportunity to designate an Affiliate if certain conditions are met. The intent of this Agreement is to adopt by reference various specified provisions of the Airline Use and Lease Agreement, and make them applicable to the Affiliate. In consideration of these benefits, the Affiliate agrees to abide by all of the terms and conditions of this Agreement. If the Affiliate is itself a Signatory Airline, it shall remain obligated to the Authority under the terms and conditions of its Airline Use and Lease Agreement for its use of the Airport in its own name as a Signatory Airline (*e.g.*, through the sale of tickets in its own name), and its activity and payment and reporting obligations shall be treated as its own activity and payment and reporting obligations when such Signatory Airline so uses the Airport.

**ARTICLE 2 - DEFINITIONS**

All capitalized terms used in this Agreement, if not defined within this Agreement, shall have the meanings specified in Article 1 of the Airline Use and Lease Agreement.

**ARTICLE 3 - TERM OF AGREEMENT**

3.01 Effective Date. This Agreement shall take effect as of the date specified in Section 10.2A of the Airline Use and Lease Agreement as the effective date of the Signatory Airline’s

designation of the Affiliate, which designation and effective date shall be provided to the Authority in the form attached as **Exhibit A** and made a part hereof.

3.02 Termination Date. This Agreement shall terminate as of the earliest of (a) the expiration or earlier termination date of the Airline Use and Lease Agreement; (b) the termination date of this Agreement as provided in Article 13 below; or (c) the effective date of the Signatory Airline's termination of the Affiliate's status as an Affiliate of the Signatory Airline in accordance with Section 10.4 of the Airline Use and Lease Agreement [which termination and effective date shall be provided to the Authority in the form attached as **Exhibit B** and made a part hereof].

#### ARTICLE 4 - USE OF THE AIRPORT AND RELATED FACILITIES

4.01 Rights and Privileges. For the operation of the Affiliate's Air Transportation Business as an Affiliate of the Signatory Airline, the Affiliate shall have the same rights as the Signatory Airline under Sections 5.1A through Section 5.1H, Section 5.1N and Sections 5.2 through Section 5.4 of the Airline Use and Lease Agreement to use the Airline Premises leased to the Signatory Airline, and shall be subject to the same exclusions and conditions applicable to the Signatory Airline thereunder.

4.02 Provisions Inapplicable to Affiliate. Sections 5.1I through 5.1M and Sections 5.1O through 5.1Q of the Airline Use and Lease Agreement shall not apply to the Affiliate.

#### ARTICLE 5 – OPERATION AND MAINTENANCE OF THE AIRPORT

5.01 Affiliate's Obligations. The Affiliate shall conduct its Air Transportation Business as an Affiliate of the Signatory Airline in a manner consistent with the Signatory Airline's obligations under Section 6.2 and Exhibit "D" of the Airline Use and Lease Agreement.

5.02 Provisions Inapplicable to Affiliate. Sections 6.1 and 6.3 of the Airline Use and Lease Agreement shall not apply to the Affiliate.

## ARTICLE 6 – RENTALS, FEES AND CHARGES

6.01 Rentals, Fees and Charges. The Landing Fees, Terminal Rentals, Aircraft Apron Fees, Equipment Charges, Passenger Screening Charges, Per Use Terminal Fees, PFCs and other rentals, fees and charges due to the Authority for the Affiliate's use of the Airport as an Affiliate of the Signatory Airline shall be calculated in accordance with Sections 7.1 through 7.7 and Sections 7.11 through 7.12 of the Airline Use and Lease Agreement.

6.02 Activity Reports. Activity reports of the Affiliate's activities as an Affiliate of the Signatory Airline at the Airport, as described in Sections 7.9A and 7.9B of the Airline Use and Lease Agreement, shall be prepared by the Affiliate and submitted to the Authority by the Signatory Airline on behalf of the Affiliate.

6.03 Books and Records. The Affiliate shall be subject to and bound by Sections 7.9C and 7.9D of the Airline Use and Lease Agreement.

6.04 Contract Security. The Affiliate shall be subject to and bound by Section 7.10 of the Airline Use and Lease Agreement.

6.05 Payments. Payments of Landing Fees, Terminal Building Charges, Aircraft Apron Fees, Equipment Charges, Passenger Screening Charges, Per Use Terminal Fees, and other rentals, fees and charges due to the Authority for the Affiliate's use of the Airport as an Affiliate of the Signatory Airline shall be made to the Authority by the Signatory Airline on behalf of the Affiliate; provided, however that the Affiliate shall report and pay directly to the Authority all PFCs collected by the Affiliate for enplaning passengers at the Airport, and shall be subject to and bound by Section 7.12 of the Airline Use and Lease Agreement.

6.06 Provision Inapplicable to Affiliate. Section 7.8 of the Airline Use and Lease Agreement shall not apply to the Affiliate.

## ARTICLE 7 – CHANGES IN RATES FOR RENTALS, FEES AND CHARGES

7.01 Annual Rate Changes. The Landing Fees, Terminal Rentals and other rentals, fees and charges due to the Authority for the Affiliate’s use of the Airport as an Affiliate of the Signatory Airline shall be adjusted as provided in Sections 8.1, 8.2, 8.4A, 8.4B and 8.4E of the Airline Use and Lease Agreement.

7.02 Provisions Inapplicable to Affiliate. Sections 8.3, 8.4C, 8.4D and 8.5 of the Airline Use and Lease Agreement shall not apply to the Affiliate; provided, however, that payments by the Affiliate or the Signatory Airline on account of the Affiliate’s activity as an Affiliate of the Signatory Airline shall be treated as payments by the Signatory Airline for purposes of said Sections 8.4C and 8.4D, as provided in Section 10.3B of the Airline Use and Lease Agreement.

## ARTICLE 8 – AIRLINE DISAPPROVALS; IMPROVEMENTS

Article 9 of the Airline Use and Lease Agreement shall not apply to the Affiliate; provided, however, that for purposes of Section 9.3 thereof, payments by and activity of the Affiliate at the Airport as an Affiliate of the Signatory Airline shall be subject to Section 10.3C of the Airline Use and Lease Agreement.

## ARTICLE 9 – AFFILIATE PRIVILEGES AND OBLIGATIONS

The Affiliate shall comply with and remain subject to Article 10 of the Airline Use and Lease Agreement, including but not limited to the requirements to report and pay to the Authority all PFCs that the Affiliate collects for enplaning passengers at the Airport, and to remain, with the Signatory Airline, jointly and severally liable to the Authority for payment of all Landing Fees, Terminal Rentals and other charges (including PFCs) and for submission of all activity reports that are due to the Authority for the Affiliate’s use of the Airport as an Affiliate of the Signatory Airline, which obligations are described in Article 6 of this Agreement.

## ARTICLE 10 – DAMAGE OR DESTRUCTION

Article 11 of the Airline Use and Lease Agreement shall not apply to the Affiliate.

## ARTICLE 11 – INDEMNIFICATION AND INSURANCE

11.01 Indemnification Obligations. The Affiliate shall be subject to and bound by Sections 12.1A, 12.1C and 12.1D of the Airline Use and Lease Agreement. Section 12.1B of the Airline Use and Lease Agreement shall not apply to the Affiliate.

11.02 Insurance Obligations. The Affiliate shall be subject to and bound by Sections 12.2 and 12.3 of the Airline Use and Lease Agreement.

## ARTICLE 12 - ENVIRONMENTAL STANDARDS

12.01 Environmental Compliance. The Affiliate shall be subject to and bound by Sections 13.1 through 13.7 of the Airline Use and Lease Agreement.

12.02 Environmental Indemnity. The Affiliate shall be subject to and bound by the same obligation to indemnify the Authority as provided in Section 13.7 of the Airline Use and Lease Agreement.

## ARTICLE 13– TERMINATION

13.01 Default. The occurrence of any event described in Section 14.1 of the Airline Use and Lease Agreement involving the Signatory Airline or the Affiliate shall be considered an event of default by the Affiliate.

13.02 Remedies. If the Affiliate shall be in default under this Agreement, the Authority shall have the right to terminate this Agreement under Section 14.3A of the Airline Use and Lease Agreement. The Authority shall also have the rights and remedies specified in Sections 14.3F, 14.3G and 14.4 of the Airline Use and Lease Agreement. Sections 14.3B through 14.3E and Article 15 of the Airline Use and Lease Agreement shall not apply to the Affiliate.

13.03 Continuing Responsibilities. The Affiliate shall be subject to and bound by Section 14.2 of the Airline Use and Lease Agreement.

ARTICLE 14 - SURRENDER OF AIRLINE PREMISES

Article 16 of the Airline Use and Lease Agreement shall not apply to the Affiliate.

ARTICLE 15 – ASSIGNMENT, SUBLETTING AND HANDLING AGREEMENTS

15.01 Assignment and Subletting. Section 17.1 of the Airline Use and Lease Agreement shall not apply to the Affiliate. The Affiliate shall have no right to assign or transfer this Agreement or sublet the whole or any portion of the Airline Premises leased to the Signatory Airline.

15.02 Handling Agreements. The Affiliate shall be subject to and bound by Section 17.2 of the Airline Use and Lease Agreement.

ARTICLE 16 - NO LEASE

This Agreement does not constitute a lease between the Affiliate and the Authority with respect to any Airline Premises, facilities, services, equipment, or otherwise at the Airport.

ARTICLE 17 –ACCOMMODATION AND REASSIGNMENT

17.01 Provisions Applicable to Affiliate. The Affiliate shall be subject to and bound by the following provisions of the Airline Use and Lease Agreement: Sections 18.1, Sections 18.2A through 18.2D, Section 18.3B, and Section 18.5; provided, however, that for purposes of said Section 18.5, activity of the Affiliate at the Airport as an Affiliate of the Signatory Airline shall be treated as activity of the Signatory Airline in accordance with Section 10.3D of the Airline Use and Lease Agreement.

17.02 Provisions Inapplicable to Affiliate. The following provisions of the Airline Use and Lease Agreement shall not apply to the Affiliate: Sections 18.1E, 18.3A, 18.3C, 18.3D and 18.4.

#### ARTICLE 18 – GOVERNMENT INCLUSION

The Affiliate shall be subject to and bound by Article 19 of the Airline Use and Lease Agreement.

#### ARTICLE 19 - GENERAL PROVISIONS

19.01 Applicable Provisions. The Affiliate shall be subject to and bound by the following provisions of the Airline Use and Lease Agreement: Sections 20.1, 20.2, 20.3, 20.4, 20.6, 20.7, 20.8, 20.10, 20.11, 20.12 (first sentence), 20.13, 20.14, 20.15, 20.16, 20.17, 20.18, 20.19, 20.20, 20.21, 20.22, 20.23, 20.24, 20.27, 20.28, 20.29 and 20.30.

19.02 Inapplicable Provisions. The following provisions of the Airline Use and Lease Agreement shall not apply to the Affiliate: Sections 20.5, 20.9, 20.12 (second sentence), 20.25 and 20.26.

#### ARTICLE 20 - NOTICES

Except as specifically provided elsewhere in this Agreement, all notices, requests, consents and approvals served or given under this Agreement shall be served or given in writing by certified or registered mail or by a recognized national overnight express mail delivery service. If intended for the Authority, notices, requests, consents and approvals shall be delivered to Chief Executive Officer, Albany County Airport Authority, Albany International Airport, Administration Building, Suite 200, Albany, New York 12211-1057, or to such other address as may be designated by the Authority by written notice to the Affiliate. Notices requests, consents and approvals to the

Affiliate shall be delivered to: \_\_\_\_\_, or to such other address as may be designated by the Affiliate by written notice to the Authority.

All notices, requests, consents and approvals sent by certified or registered mail shall be deemed to have been given on the third business day following the date of mailing, if properly mailed and addressed. All notices, requests, consents and approvals sent by overnight express mail delivery shall be deemed to have been given when received at the address listed in this Article 20, or to such other address as may have been designated by written notice in accordance with this Article 20.

[The remainder of this page is intentionally left blank.]

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**IN WITNESS WHEREOF**, the parties hereto have entered into this Agreement as of the Effective Date.

WITNESS:

ALBANY COUNTY AIRPORT AUTHORITY

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_

Approved as to Form and Legality

Authority Attorney

WITNESS:

[AFFILIATE]

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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Exhibit A to Affiliate Operating Agreement  
**DESIGNATION OF AFFILIATE**

[AIRLINE] (the "Airline"), a Signatory Airline under the Airline Use and Lease Agreement (the "Airline Use and Lease Agreement") with the Albany County Airport Authority (the "Authority"), effective as of \_\_\_\_\_, hereby designates [AFFILIATE] (the "Affiliate") as its Affiliate at Albany International Airport (the "Airport") in accordance with and subject to Article 10 of the Airline Use and Lease Agreement.

1. This designation is effective as of \_\_\_\_\_, 20\_\_.
  
2. (a) Airline hereby represents to the Authority that the Affiliate [check at least one]:
  - is a parent or subsidiary of the Airline, or under the same parental control as the Airline, or
  - shares an IATA flight designator code with the Airline at the Airport, or
  - otherwise operates under essentially the same trade name as the Airline at the Airport and uses essentially the same livery as the Airline (except in the case of a maintenance spare substitute).

(b) No major airline, as such term is defined by the FAA, shall be classified as an Affiliate of another major airline unless either the first clause or third clause set forth in Paragraph 2(a), above, defines the relationship between such major airlines. Airline hereby represents to the Authority as follows: Is the Affiliate a major airline, as such term is defined by the FAA? \_\_\_\_\_. If so, does either the first clause or third clause of Paragraph 2(a), above, define the relationship between Airline and Affiliate? \_\_\_\_\_
  
3. The Affiliate has executed and delivered to the Authority an Affiliate Operating Agreement as required by Section 10.2A of the Airline Use and Lease Agreement.
  
4. The Airline hereby confirms and agrees that the Airline will pay to the Authority all Landing Fees, Terminal Rentals and other charges due to the Authority for the Affiliate's use of the Airport as an Affiliate of the Airline, and will submit to the Authority the activity reports required by Sections 7.9A and 7.9B of the Airline Use and Lease Agreement and due to the Authority for the Affiliate's use of the Airport as an Affiliate of the Airline.
  
5. The Airline confirms and agrees that it shall remain, with the Affiliate, jointly and severally liable to the Authority for the payment of all Landing Fees, Terminal Rentals and other charges (including PFCs) and the submission of all activity reports due to the Authority for the Affiliate's use of the Airport as an Affiliate of the Airline.

[AIRLINE]

By: \_\_\_\_\_, Airline's authorized representative  
Name  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Exhibit B to Affiliate Operating Agreement  
**NOTICE OF TERMINATION OF AFFILIATE STATUS**

[AIRLINE] (the “Airline”), a Signatory Airline under the Airline Use and Lease Agreement (the “Airline Use and Lease Agreement”) with the Albany County Airport Authority (the “Authority”), effective as of \_\_\_\_\_, hereby notifies the Authority that the Airline is terminating its designation of [AFFILIATE] (the “Affiliate”) as its Affiliate at Albany International Airport in accordance with and subject to Section 10.4 of the Airline Use and Lease Agreement.

This termination of the Affiliate’s status as an Affiliate of the Airline is effective as of [DATE, NOT LESS THAN 30 DAYS FROM THE DATE OF THIS NOTICE].

[AIRLINE]

By: \_\_\_\_\_, Airline’s authorized representative  
Name  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

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**EXHIBIT I**

**FORM OF NON-SIGNATORY OPERATING AGREEMENT**

This agreement (“Agreement”) is made and entered into as of \_\_\_\_\_, 20\_\_ (“Effective Date”), by and between the ALBANY COUNTY AIRPORT AUTHORITY, a body politic and corporate (the “AUTHORITY”) and \_\_\_\_\_, a \_\_\_\_\_ organized and existing under the laws of the \_\_\_\_\_, and authorized to do business in the State of New York (the “AIRLINE”).

WHEREAS, AUTHORITY is the owner of the Albany International Airport (“Airport”); and

WHEREAS, AIRLINE wishes to operate its passenger air transportation business at, from and on the Airport.

NOW, THEREFORE, in consideration of the premises set forth above and the mutual promises set forth below, AUTHORITY AND AIRLINE agree as follows:

**ARTICLE 1 – DEFINITIONS AND EXHIBITS**

1.1 **Definitions.** The following terms shall have the following meanings wherever used in this Agreement. Capitalized terms used but not defined in this Agreement shall have the meanings ascribed to them in the Airline Use and Lease Agreement.

“Affiliate” shall mean a Signatory Airline that is operating its Air Transportation Business at the Airport, or a Non-Signatory Airline that is operating its Air Transportation Business at the Airport under a Non-Signatory Operating Agreement with AUTHORITY, and that (in either case) is (i) a parent or subsidiary of AIRLINE or under the same parental control as AIRLINE, or (ii) shares an International Air Transport Association (IATA) flight designation code with AIRLINE at the Airport (Code-Sharing Partner), or (iii) otherwise operates under essentially the same trade name as AIRLINE at the Airport and uses essentially the same livery as AIRLINE (except in the case of a maintenance spare substitute); provided that no major airline, as such term is defined by the Federal Aviation Administration, shall be classified as an Affiliate of another major airline, unless either clause (i) or (iii) above defines the relationship between such airlines at the Airport. AIRLINE shall provide AUTHORITY with advance written notice prior to designating a new Affiliate. Such designation is subject to AUTHORITY approval, which shall not be unreasonably withheld. AIRLINE shall provide AUTHORITY with advance written notice prior to the cancellation of any designation of an Affiliate before the cancellation of such designation.

“Agreement” shall mean this Non-Signatory Airline Operating Agreement executed between AUTHORITY and AIRLINE, as the same may be amended or supplemented from time to time pursuant to the terms hereof.

“Aircraft Aprons” shall mean those parts of the Ramp Area adjacent to the Terminal that are used for the parking of aircraft and support vehicles, and the loading and unloading of aircraft.

“Airfield” shall mean the Landing Area and Ramp Area, and other facilities supporting the activity of military, general aviation, and commercial aircraft.

“AIRLINE” shall mean the Air Transportation Company executing this Agreement.

“Airline Premises” shall mean those areas assigned to a Signatory Airline on a Preferential Use or Joint Use basis, as shown on Exhibits “B” and “C” of the Airline Use and Lease Agreement.

“Air Transportation Business” shall mean that business operated by AIRLINE at the Airport for the commercial transportation by air of persons, property, mail, or cargo.

“Air Transportation Company” shall mean a company engaged in the business of scheduled or nonscheduled commercial transportation by air of persons, property, mail, or cargo.

“Airline Use and Lease Agreement” shall mean the Airline Use and Lease Agreement executed between AUTHORITY and each Signatory Airline operating at the Airport, as the same may be amended or supplemented from time to time pursuant to the terms of said Airline Use and Lease Agreement.

“Airport” shall mean the Albany International Airport owned by the County of Albany, New York, and operated by AUTHORITY, as the same may exist from time to time and which, as of the date hereof, is shown on Exhibit “A” of the Airline Use and Lease Agreement, including all real property and easements, improvements and appurtenances thereto, structures, buildings, fixtures, machinery, equipment, vehicles, supplies and other tangible personal property, or interest in any of the foregoing, now or hereafter leased or acquired by AUTHORITY. Airport shall also include any additional airports or facilities leased, acquired, or operated by AUTHORITY, subject to the MII provisions of Article 9 of the Airline Use and Lease Agreement.

“Airport Lease” shall mean the Airport Lease Agreement between AUTHORITY and the County of Albany, New York dated December 5, 1995 and effective May 16, 1996, as may be amended from time to time.

“AUTHORITY” shall mean the Albany County Airport Authority, a body politic and corporate constituting a public benefit corporation, and shall include such person or persons as may from time to time be authorized in writing by the AUTHORITY to act for the AUTHORITY with respect to all matters pertaining to this Agreement.

“Chargeable Landings” shall mean those aircraft landings for which landing fees shall be due and payable by AIRLINE, as set forth in Section 4.1. Such landings by AIRLINE shall include all Revenue Landings during any period.

“Chief Executive Officer” or “CEO” shall mean the Chief Executive Officer of the AUTHORITY, and shall also include such person or persons as may from time to time be authorized in writing by AUTHORITY or by the CEO or applicable law to act for the CEO with respect to any or all matters pertaining to this Agreement.

“Contract Security” shall mean that requirement established in Section 4.9.

“DHS” shall mean the Department of Homeland Security, and its authorized successors.

“Effective Date” shall mean the date recited on page 1 of this Agreement.

“Enplaned Passenger” shall mean all local boarding, interline transfer, and intraline transfer passengers at the Airport, other than AIRLINE’s employees or AIRLINE’s retirees traveling on AIRLINE passes. The total number of AIRLINE’s Enplaned Passengers shall include all local boarding, interline transfer, and intraline transfer passengers boarded by AIRLINE or by any Air Transportation Company ground-handled or otherwise accommodated by AIRLINE.

“Event of Default” shall mean the occurrence of any one or more of the events described in Section 11.1 that shall constitute a breach of, and shall entitle AUTHORITY to exercise its remedies under, this Agreement.

“FAA” shall mean the Federal Aviation Administration, or its authorized successor(s).

“Fiscal Year” shall mean the annual accounting period of AUTHORITY for its general accounting purposes which, at the time of entering into this Agreement, is the period of twelve consecutive months, ending with the last day of December of any year.

“Gate” shall mean a gate position including the associated Ramp Area, holdroom and loading bridge(s) as shown on Exhibit “B” of the Airline Use and Lease Agreement. The Ramp Area shall be sufficient to encompass all equipment staging and access associated with operating the Gate including, without limitation, the ticket lift station and passenger check-in counter in the holdroom, the loading bridge, and all ground handling equipment.

“Landing Area” shall mean those portions of the Airport provided for the landing, taking off and taxiing of aircraft, including without limitation, approach and turning zones, aviation or other easements, runways, taxiways, runway and taxiway lights, and other appurtenances in connection therewith.

“Low Volume Air Carrier” shall mean a Non-Signatory Airline with seven or fewer scheduled revenue flights departing from the Airport with an aggregate of no more than 700 departing passenger seats each calendar week.

“Majority-in-Interest” or “MII” for the Airfield shall mean such group of Signatory Airlines and Signatory Cargo Carriers representing greater than fifty percent (50%) in number of all Signatory Airlines and Signatory Cargo Carriers, accounting for not less than fifty percent (50%) of Maximum Gross Landed Weight of all Signatory Airlines and Signatory Cargo Carriers for the most recent six (6) month period for which such statistics are available. MII for the Terminal shall mean such group of Signatory Airlines (i) representing greater than fifty percent (50%) in number of all such Signatory Airlines accounting for not less than fifty percent (50%) of the total Signatory Airline Terminal rentals for the most recent six (6) month period for which such statistics are available.

“Maximum Gross Landed Weight” shall mean the maximum gross certificated landed weight in one thousand pound units, as certified by the aircraft’s manufacturer and stated in AIRLINE’s flight operations manual, at which each aircraft operated at the Airport by AIRLINE is certificated by the FAA to land at the Airport.

“Non-Revenue Landing” shall mean any aircraft landing by AIRLINE at the Airport for a flight for which AIRLINE receives no revenue. Such Non-Revenue Landings shall include irregular and occasional test, courtesy, inspection, training, ferry, or emergency flights, including any flight that, after having taken off from the Airport and without making a landing at any other airport, returns to land at the Airport because of meteorological conditions, mechanical or operating causes, or any other reason of emergency or precaution, test, courtesy, inspection or training landings. Non-Revenue Landings shall also include any landing of an aircraft by AIRLINE that is diverted to or is otherwise making an unscheduled landing at the Airport, provided that no passengers are deplaned from such aircraft during such landing.

“Non-Signatory Airline” shall mean any Air Transportation Company that has not entered into an Airline Use and Lease Agreement with AUTHORITY.

“Non-Signatory Operating Agreement” shall mean the agreement, executed by AUTHORITY and any Non-Signatory Airline pertaining to such airline’s operations and use of certain facilities at the Airport, substantially similar to this Agreement.

“Passenger Facility Charges” or “PFCs” shall mean those federally-approved charges or passenger facility fees, as authorized by 49 U.S.C. § 40117 and regulated by 14 CFR Part 158, as such statute and regulation currently exist or as they may be amended from time to time during the Term of this Agreement.

“Preferential Use Premises” shall mean those portions of the Terminal, Ramp Area and Gates assigned to each Signatory Airline, as shown on Exhibits “B” and “C” of each Signatory Airline’s Airline Use and Lease Agreement, to which such Signatory Airline shall have priority over all other users, subject to the provisions of Article 18 of said Airline Use and Lease Agreement.

“Ramp Area” shall mean the aircraft parking and maneuvering areas adjacent to the Terminal, and shall include within its boundaries all Aircraft Aprons, including those areas assigned for use as remain overnight parking positions.

“Requesting Airline” shall mean a Scheduled Air Carrier requesting accommodation as described in Article 5 of this Agreement.

“Resolution” shall mean any ordinance, resolution, indenture, or other instrument of the AUTHORITY or County of Albany, New York, authorizing the issuance of and providing security for Bonds, Subordinated Indebtedness, or Other Indebtedness (as such terms are defined in the Airline Use and Lease Agreement), as such may be supplemented or amended from time to time.

“Revenue Landing” shall mean any aircraft landing by AIRLINE at the Airport for which AIRLINE receives revenue, including, without limitation, any landing of an aircraft by AIRLINE which is diverted to or is otherwise making an unscheduled landing at the Airport, provided that the passengers on board such aircraft are deplaned during such landing. A Revenue Landing shall not include any landing of an aircraft which is a Non-Revenue Landing.

“Revenues” shall mean income accrued or paid by the AUTHORITY in accordance with generally accepted accounting practices, including investment earnings, from or in connection with the ownership or operation of the Airport or any part thereof, or the leasing or use thereof, all as further defined in any Resolution(s) or other financing document(s) of the County or AUTHORITY. For purposes of this Agreement, Revenues shall not include PFCs.

“Scheduled Air Carrier” shall mean any Air Transportation Company performing or desiring to perform, pursuant to published schedules, commercial passenger air transportation services over specified routes to and from the Airport and holding the necessary authority from the appropriate Federal or state agencies to provide such transportation.

“Scheduled Operation” shall mean a Scheduled Airline’s operation (arrival or departure) that occurs pursuant to a schedule that is published in the Official Airline Guide (OAG) or any successor publication thirty (30) days prior to the first day of the month in which AIRLINE’s schedule would take effect.

“Seat” shall mean a seat on an aircraft arriving or departing from the Airport other than those seats reserved in the flight deck or aircraft cabin for members of the flight crew.

“Signatory Airline” shall mean a Scheduled Air Carrier which has an agreement with AUTHORITY substantially similar to this Agreement; provided, however, that such Scheduled Air Carrier shall, at a minimum, lease from AUTHORITY, to the extent and when available, a Ticket Counter Bay and a Gate.

“Term” shall mean the period of time during which AIRLINE’s activities at the Airport shall be governed by this Agreement. Said Term shall begin on the Effective Date, and, except as otherwise set forth herein, terminate on the date set forth in Article 3.

“Terminal” shall mean the airline passenger terminal and concourse buildings and related facilities at the Airport, as shown on Exhibit “B” of the Airline Use and Lease Agreement.

“Ticket Counter Bay” shall mean at least one-third (1/3) of a ticket counter area, as shown on Exhibit “B” of the Airline Use and Lease Agreement, including ticket counter, AIRLINE offices and baggage make-up areas. The ticket counter area shall extend into the public area a minimum of ten (10) feet from the front of the ticket counter to a maximum of the area enclosed by the outermost stanchion used for waiting passengers or the AIRLINE’s Ticket Kiosks.

“Ticket Kiosks” shall mean all on-demand automatic electronic devices used to issue boarding passes, print receipts, and produce other related documents. The location of and amount of space occupied by Ticket Kiosks, including an allowance for queuing, shall be reasonably

approved by the AUTHORITY and shall be treated as ticket counter space for rates and charges purposes.

“TSA” shall mean the Transportation Security Administration, and its authorized successors.

“Turn” shall mean the arrival and departure of an aircraft from a Gate, and may be measured in halves. The movement of an empty aircraft to or from a Gate shall not constitute half a Turn.

1.2 Exhibits. The following Exhibits are attached to and made a part of this Agreement:

**Exhibit A:** Rentals, Fees and Charges

## **ARTICLE 2 – AIRPORT USE**

2.1 Right to Operate. AIRLINE shall have the non-exclusive right to conduct its Air Transportation Business at the Airport and to perform all operations and functions reasonably necessary for the conduct and operation of such business at the Airport, subject at all times to the terms of this Agreement and AUTHORITY’s exclusive control and management of the Airport. AIRLINE shall not conduct any business or commercial operation from, at, or on the Airport that is not part of an Air Transportation Business. AIRLINE shall not use the Airport, and shall not cause or permit its employees, contractors, vendors, suppliers, consultants, agents, licensees, or invitees to use the Airport for any purpose other than as specified in this Agreement or other such instrument executed by AUTHORITY and AIRLINE.

2.2 License to Use Areas of and Terminal Equipment in Airport. AUTHORITY grants to AIRLINE a non-exclusive license to use the following solely for the purposes described in Section 2.1:

(i) The Airfield, in common with other Scheduled Air Carriers, in the manner described in Section 5.1A through 5.1H, Section 5.1N, Sections 5.4A through 5.4D, and Sections 5.4F through 5.4G of the Airline Use and Lease Agreement.

(ii) The Gates not preferentially-assigned to Signatory Airlines, in common with other Scheduled Air Carriers.

(iii) The Ticket Counter Bays not preferentially-assigned to Signatory Airlines, in common with other Scheduled Air Carriers.

(iv) Terminal equipment, passenger loading bridges and associated equipment and devices owned or acquired by AUTHORITY, in common with other Scheduled Air Carriers, which shall remain the property, and under the control of, AUTHORITY, in the manner described in Section 5.1A through 5.1H, Section 5.1N, Sections 5.4A through 5.4D, and Sections 5.4F through 5.4G of the Airline Use and Lease Agreement.

AIRLINE specifically acknowledges and agrees that AUTHORITY is permitting AIRLINE's use of the Airport areas, facilities and the Terminal equipment described in this Section 2.2 on an "as is with all faults" basis, without any representations or warranties of any kind whatsoever, express or implied, from AUTHORITY as to any matters concerning such areas and equipment, and further agrees to assume all risk of loss, damage and injury arising out of, or alleged to have arisen out of, AIRLINE's use of such areas, facilities and equipment. AIRLINE's use of such areas, facilities and equipment described in this Section 2.2 shall at all times be subject to AUTHORITY's exclusive control and management, and shall comply with all applicable laws and AUTHORITY rules and regulations, as any of the aforesaid may be amended from time to time.

2.3 Changes in Certain Areas and Facilities of and Terminal Equipment in Airport. AIRLINE acknowledges that it has no exclusive, leasehold, or priority interest in AUTHORITY's Terminal equipment or any areas or facilities in, on or at the Airport, and agrees that AUTHORITY may change the Airfield, Gates, Ticket Counter Bays, AUTHORITY's Terminal equipment, and any other areas, facilities and equipment at the Airport at any time during the Term.

### **ARTICLE 3 – TERM**

This Agreement shall commence on the Effective Date, and shall continue until the earlier of (a) termination by either party upon thirty (30) days' written notice to the other party, or (b) the date on which AIRLINE becomes an Affiliate or a Signatory Airline at the Airport, (c) termination by AUTHORITY in accordance with Section 11.3 or 11.4, or (d) expiration or earlier termination of the Airline Use and Lease Agreement with all Signatory Airlines (the "Term").

### **ARTICLE 4 – RENTALS, FEES AND CHARGES**

4.1 Landing Fees. AIRLINE shall pay to AUTHORITY a Landing Fee for each Chargeable Landing at the Airport, calculated by AUTHORITY at a rate expressed in dollars and cents per one thousand pounds in Maximum Gross Landed Weight of each aircraft operated by AIRLINE at the Airport. The Landing Fee as of the Effective Date is set forth in Exhibit A, and shall be adjusted by AUTHORITY during the Term in accordance with Article 8 of the Airline Use and Lease Agreement. AUTHORITY shall notify AIRLINE of the Landing Fee prior to the start of each Fiscal Year.

4.2 Terminal Rentals. AIRLINE shall pay to AUTHORITY Terminal rentals associated with AIRLINE's use of the Terminal. The Terminal rental rate as of the Effective Date is set forth in Exhibit A, and shall be adjusted by AUTHORITY during the Term in accordance with Article 8 of the Airline Use and Lease Agreement. AUTHORITY shall notify AIRLINE of all Terminal rentals prior to the start of each Fiscal Year.

4.3 Aircraft Apron Fees. AIRLINE shall pay to AUTHORITY fees for AIRLINE's use of the Aircraft Aprons. The Aircraft Apron fee as of the Effective Date is set forth in Exhibit A, and shall be adjusted by AUTHORITY during the Term in accordance with Article 8 of the Airline Use and Lease Agreement. AUTHORITY shall notify AIRLINE of all Aircraft Apron fees prior to the start of each Fiscal Year.

4.4 Equipment Charges. AIRLINE shall pay to AUTHORITY fees for AIRLINE's use of AUTHORITY's Terminal equipment, passenger loading bridges and associated equipment and devices at the Airport. Such fees and charges as of the Effective Date are set forth in Exhibit A, and shall be adjusted by AUTHORITY during the Term in accordance with Article 8 of the Airline Use and Lease Agreement. AUTHORITY shall notify AIRLINE of all equipment and passenger loading bridge and related fees prior to the start of each Fiscal Year.

4.5 Passenger Screening Charges. If DHS, TSA, FAA or another governmental agency elects to impose or levy a charge upon AUTHORITY for passenger screening activities at the Airport at any time during the Term, then AUTHORITY shall have the right to recover such passenger screening charges on a prorated basis from AIRLINE and every other Scheduled Air Carrier at the Airport.

4.6 Per Turn Terminal Fee. Each Low-Volume Air Carrier shall pay a Per Use Terminal Fee to AUTHORITY based on the aggregate costs for use of the Terminal, Aircraft Aprons and AUTHORITY-owned equipment, including without limitation passenger loading bridges, by Signatory Airlines and their Affiliates.

4.7 Passenger Facility Charges ("PFCs"). AUTHORITY expressly reserves the right to impose PFCs on airline passengers for the use of the Airport in accordance with 49 U.S.C. § 40117 and applicable implementing regulations adopted by the FAA, 14 CFR Part 158, as they may be amended from time to time (the "PFC Regulations"). AIRLINE shall hold in trust for AUTHORITY the net principal amount of all PFCs that are collected by AIRLINE or its agents on behalf of AUTHORITY pursuant to 49 U.S.C. § 40117 and the PFC Regulations. For the purposes of this Section 4.7, net principal amount shall mean the total principal amount of all PFCs that are collected by AIRLINE or its agents on behalf of AUTHORITY, reduced by any amount that AIRLINE is permitted to retain pursuant to 49 U.S.C. § 158.53(a) of the PFC Regulations. PFCs collected by AIRLINE shall be remitted to AUTHORITY at the address specified in Section 4.12(d), or at such other place as AUTHORITY may, from time to time, designate in writing. Nothing in this Agreement shall be interpreted to impair AUTHORITY's right to impose or use a PFC, or to impair AIRLINE's right to consultation under 49 U.S.C. § 40117 and the PFC Regulations.

4.8 Other Fees and Charges. AIRLINE shall pay to AUTHORITY any other fees and charges related to AIRLINE's operation at and use of the Airport that may be imposed by AUTHORITY on AIRLINE and all other Scheduled Air Carriers at the Airport. Such other fees and charges shall be adjusted by AUTHORITY during the Term in accordance with Article 8 of the Airline Use and Lease Agreement.

4.9 Security for Payment. AIRLINE shall provide AUTHORITY on the Effective Date a contract bond, irrevocable letter of credit or other similar security acceptable to AUTHORITY ("Contract Security") in an amount equal to the estimate of three (3) months' rentals, fees and charges payable by AIRLINE pursuant to this Agreement, to guarantee the faithful performance by AIRLINE of its obligations under this Agreement and the payment of all rentals, fees and charges due hereunder. AIRLINE shall be obligated to maintain such Contract Security during the Term. Such Contract Security shall be in a form and with a company reasonably acceptable to AUTHORITY. In the event that any such Contract Security shall be for

a period less than the full period required by this Section, or if the Contract Security shall be cancelled, AIRLINE shall provide a renewal or replacement Contract Security for the remaining required period at least sixty (60) days prior to the date of such expiration or cancellation. If AIRLINE shall fail to obtain or keep in force such Contract Security required under this Section 4.9, such failure shall be grounds for immediate termination of this Agreement pursuant to Article 11. AUTHORITY's rights under this Section 4.9 shall be in addition to all other rights and remedies provided to AUTHORITY under this Agreement.

4.10 No Revenue Sharing. AIRLINE acknowledges that Section 8.4(C) of the Airline Use and Lease Agreement (entitled "Funds Remaining") applies only to Scheduled Air Carriers that were Signatory Airlines during the immediately preceding Fiscal Year, and not to AIRLINE.

4.11 Information to be Supplied by AIRLINE.

A. Not later than ten (10) days after the end of each month, AIRLINE shall file with AUTHORITY written reports on forms provided by AUTHORITY for activity conducted by AIRLINE during said month. AUTHORITY shall have the right to rely on said activity reports in determining rentals and charges due hereunder; provided, however, AIRLINE shall have full responsibility for the accuracy of said reports. Payment deficiencies due to incomplete or inaccurate activity reports shall be subject to interest charges as set forth in Section 4.12(b).

B. AIRLINE shall at all times maintain and keep books, ledgers, accounts or other records, wherein are accurately kept all entries reflecting the activity statistics to be reported pursuant to Section 4.11(a). Such records shall be retained by AIRLINE three (3) years subsequent to the activities reported therein, or such other retention period as set forth in 14 CFR Part 249.7, and made available at Albany, New York for audit and/or examination by AUTHORITY or its duly authorized representative during all normal business hours. AIRLINE shall produce such books and records at Albany, New York within thirty (30) calendar days of AUTHORITY's written notice to do so or pay all reasonable expenses, including but not limited to transportation, food and lodging, necessary for an auditor selected by AUTHORITY to audit said books and records at a mutually agreeable alternate location. The cost of such audit, with the exception of the aforementioned expenses, shall be paid by AUTHORITY from Airport Revenues; provided, however, the total cost of said audit shall be borne by AIRLINE if AIRLINE has failed to maintain true and complete books, records, accounts, and supportive source documents substantially in accordance with this Section 4.11(b).

4.12 Payment of Rentals, Fees and Charges.

(i) Beginning on the Effective Date, AIRLINE shall promptly pay to AUTHORITY, on a monthly basis, Landing Fees, Terminal Rentals, Aircraft Apron Fees, Equipment Charges, Passenger Screening Charges, Per Use Terminal Fees, PFCs and all other rentals, fees and charges related to AIRLINE's operation at and use of the Airport. All such rentals, fees and charges shall be calculated and invoiced by AUTHORITY in

accordance with this Article 4, and shall be due as of the date of AUTHORITY's invoice. Said rentals, fees and charges shall be deemed delinquent if payment is not received by AUTHORITY within thirty (30) days of the date of AUTHORITY's invoice.

(ii) AUTHORITY shall provide written notice of any and all payment delinquencies and deficiencies, which shall be subject to interest at the lower of one and one-half percent (1½%) per month, or the highest rate allowable by applicable state law. Interest shall accrue against any and all delinquent payments and deficiencies from the date due until the date that such payments are received by AUTHORITY. This provision shall not preclude AUTHORITY from canceling this Agreement for default in the payment of rentals, fees or charges, as provided for in Section 11.3, or from exercising any other rights contained herein or provided by law.

(iii) In the event AIRLINE fails to submit its monthly activity reports as required in Section 4.11(a), AUTHORITY shall estimate the rentals, fees and charges based upon one hundred twenty-five percent (125%) of the highest of the previous twelve (12) months' activity reported by AIRLINE (or, if less than twelve, the number of months for which AUTHORITY has such information), and issue an invoice to AIRLINE for same. If no activity data is available, AUTHORITY shall reasonably estimate such activity and invoice AIRLINE for same. AIRLINE shall be liable for any deficiencies in payments based on estimates made under this Section, and payment for said deficiencies shall be deemed due as of the date such amounts were due and payable. If such estimated payments result in an overpayment by AIRLINE, AUTHORITY shall apply such overpayment as a credit against the subsequent amounts due for such rentals, fees and charges from AIRLINE; provided, however, AIRLINE shall not be entitled to any credit for interest on payments of such estimated amounts.

(iv) All payments due and payable hereunder shall be paid in lawful money of the United States of America, without set off, by check made payable to the Albany County Airport Authority, and delivered to: Albany County Airport Authority, ATTN: Accounts Receivable, Albany International Airport, Administration Building, Suite 204, Albany, New York 12211-1057. Payments under this Agreement shall be deemed made by AIRLINE upon the date that such payments are received by AUTHORITY at the address set forth in this Section 4.12(d).

## **ARTICLE 5 – ACCOMMODATION OF AIRLINE BY SIGNATORY AIRLINE**

5.1 General. If AUTHORITY cannot accommodate Airline on a Gate not preferentially assigned to a Signatory Airline, AUTHORITY may identify AIRLINE as a Requesting Airline to one or more Signatory Airlines in order that one or more Signatory Airlines can attempt to accommodate AIRLINE at their Preferential Use Gates or within their Preferential Use Airline Premises (other than Gates) in accordance with Sections 18.1 and 18.2 of the Airline Use and Lease Agreement, respectively.

5.2 Accommodation at Preferential Use Gates. If AIRLINE is accommodated at the Preferential Use Gate of a Signatory Airline, AIRLINE shall be required to pay such Signatory Airline (a) the same charges for use of the Preferential Use Gate that AIRLINE would have

been required to pay AUTHORITY for use of a Gate not preferentially assigned to a Signatory Airline, plus (b) any additional charges imposed by AUTHORITY that the Signatory Airline actually incurs as a result of its accommodation of AIRLINE, plus a fifteen percent (15%) administrative fee, plus (c) the Signatory Airline's pro rata share of the amortized costs (if any) of capital improvements that the Signatory Airline makes to any of its Preferential Use Gates, with its own funds and in accordance with its Airline Use and Lease Agreement, as a direct result of accommodating AIRLINE in accordance with this Section 5.2, plus a fifteen percent (15%) administrative fee. A Signatory Airline may not demand any additional payments from AIRLINE on account of AIRLINE's use of the Preferential Use Gate.

5.3 Accommodation within Preferential Use Premises (other than Gates). If AIRLINE is accommodated within the Preferential Use Airline Premises (other than Gates) of a Signatory Airline, AIRLINE shall (in the absence of an agreement with the Signatory Airline) be required to pay such Signatory Airline (a) the same charges for use of the Preferential Use Airline Premises (other than Gates) that Airline would have been required to pay AUTHORITY for use of such space on a common use basis, plus (b) any additional AUTHORITY charges that the Signatory Airline actually incurs as a result of its accommodation of AIRLINE, plus (c) the Signatory Airline's pro rata share of the amortized costs (if any) of capital improvements that the Signatory Airline makes to any of its Preferential Use Premises (other than Gates), with its own funds and in accordance with Airline Use and Lease Agreement, as a direct result of accommodating AIRLINE in accordance with this Section 5.3, plus a fifteen percent (15%) administrative fee. A Signatory Airline may not demand any additional payments from AIRLINE on account of AIRLINE's use of the Preferential Use Airline Premises (other than Gates).

5.4 Insurance and Indemnification Requirements for Accommodation. As a condition of AIRLINE's accommodation on a Signatory Airline's Preferential Use Gate or within a Signatory Airline's Preferential Use Airline Premises (other than Gates), Airline agrees that its insurance and indemnification obligations under this Agreement shall inure to the benefit of the accommodating Signatory Airline as a third-party beneficiary for any period of accommodation, and that AIRLINE shall provide to the Signatory Airline upon its request (a) proof of insurance, for the benefit of the Signatory Airline, of the types and with the limits of coverage that AIRLINE is required to carry under this Agreement; and evidencing that the Signatory Airline has been named an additional insured on all liability policies of AIRLINE, and (b) a deposit securing AIRLINE's payment to the Signatory Airline of the charges described in this Article 5; provided, however, that the Signatory Airline may not require a security deposit that is greater than the contract security, if any, that the Signatory Airline has given to AUTHORITY under its Airline Use and Lease Agreement.

## **ARTICLE 6 – INDEMNIFICATION**

6.1 Subject to Section 7.612.3, AIRLINE shall indemnify, save, hold harmless, and defend AUTHORITY, its officials, agents and employees, and the successors and assigns of each, individually or collectively, from and against any claim, action, loss, damage, injury, liability, and the cost and expense of whatsoever kind or nature (including, but not limited to, reasonable attorneys' fees, disbursements, court costs, and expert fees) based upon injury to persons, including death, or damage to property arising out of or resulting from AIRLINE's use

of the Airport pursuant to this Agreement, except to the extent that such injury, death or damage is caused by the negligence or willful misconduct of AUTHORITY, its officers, employees, or agents.

6.2 The provisions of this Article 6 shall survive the expiration, termination or early cancellation of this Agreement.

6.3 Notwithstanding anything contained in this Article 6, environmental indemnification shall be governed by Section 10.8.

## ARTICLE 7 – INSURANCE

7.1 Without limiting AIRLINE's obligation to indemnify AUTHORITY, as provided for in Section 6.1, AIRLINE shall procure and maintain in force at all times during the Term a customary policy or policies of insurance insuring AIRLINE against bodily injury and property damage liability, subject to policy terms and conditions, for injuries to persons (including wrongful death) and damages to property caused by AIRLINE's activities and operations at, in or on the Airport, the policy limits thereof to be in the minimums set forth herein.

(a) Comprehensive Airline Liability Insurance. AIRLINE shall maintain comprehensive airline liability insurance.

(i) The comprehensive airline liability insurance and, if necessary, commercial umbrella insurance shall be: (i) for aircraft containing over 100 seats, at a limit of not less than four hundred million dollars (\$400,000,000) for each occurrence and in the aggregate, (ii) for aircraft containing 76-100 seats, at a limit of not less than three hundred million dollars (\$300,000,000) for each occurrence and in the aggregate, (iii) for aircraft containing 51-75 seats, at a limit of not less than two hundred fifty million dollars (\$250,000,000) for each occurrence and in the aggregate, and (iv) for aircraft containing less than 20 seats, at a limit of not less than one hundred million dollars (\$100,000,000) for each occurrence and in the aggregate, except that, for all aircraft described in clauses (i) through (iv), inclusive, required coverage for personal injury to third parties, excluding passengers, shall be not less than twenty-five million dollars (\$25,000,000).

(ii) The comprehensive airline liability insurance shall include, with aggregates where applicable, but not be limited to, coverage for Commercial/Comprehensive General Liability, Bodily Injury and Property Damage to Third Parties, Passenger Liability, Personal Injury Liability, Contractual Liability, Passengers' Checked and Unchecked Baggage Liability, Premises, Operations, Independent Contractors, Products-Completed Operations Liabilities, and Cargo Legal Liabilities. Explosion, Collapse and Underground Property Damage Liability Coverage shall not be excluded.

(iii) The comprehensive airline liability insurance shall include coverage for mobile or other ground vehicle equipment operated on those parts of the Airport that are not accessible to the public and are designated as restricted areas with a limit of not less than twenty-five million dollars (\$25,000,000) for each occurrence. Mobile or other ground vehicle equipment shall include, but not be limited to, baggage tugs, aircraft pushback tugs, provisioning trucks, air stair trucks, belt loaders, deicing vehicles and any other automotive equipment. Such

insurance shall cover liability arising out of any mobile or other ground vehicle equipment owned or operated by AIRLINE, its employees, or any contractor servicing AIRLINE.

(iv) The comprehensive airline liability insurance shall apply as primary insurance with respect to any other insurance afforded to AUTHORITY. There shall be no endorsement or modification of the policy to make it excess over other available insurance. If the policy states that it is excess or pro rata, the policy shall be endorsed to be primary with respect to AUTHORITY and the County of Albany, New York as additional insureds.

(b) Aircraft Liability Insurance. AIRLINE shall maintain aircraft liability insurance as follows: (i) for aircraft containing over 100 seats, at a limit of not less than four hundred million dollars (\$400,000,000) for each occurrence and in the aggregate, (ii) for aircraft containing 76-100 seats, at a limit of not less than three hundred million dollars (\$300,000,000) for each occurrence and in the aggregate, (iii) for aircraft containing 51-75 seats, at a limit of not less than two hundred fifty million dollars (\$250,000,000) for each occurrence and in the aggregate, and (iv) for aircraft containing less than 20 seats, at a limit of not less than one hundred million dollars (\$100,000,000) for each occurrence and in the aggregate, and, for all aircraft described in clauses (i) through (iv), inclusive, with aggregates where applicable, for bodily injury or death, personal injury, and property damage for all owned, operated, maintained, non-owned, leased, or hired aircraft, including passenger coverage. The aircraft liability insurance may be included in the comprehensive airline liability insurance policy.

(c) Commercial Automobile Liability Insurance (non-restricted areas).

(i) AIRLINE shall maintain automobile liability insurance with a limit of not less than one million dollars (\$1,000,000) for each accident for vehicles operated in areas other than restricted areas. Such vehicles shall include all mobile or other ground vehicle equipment, such as, but not be limited to, baggage tugs, aircraft pushback tugs, provisioning trucks, air stair trucks, belt loaders, deicing vehicles and any other automotive equipment.

(ii) Such insurance shall cover liability arising out of any automobile or vehicle, including all mobile or other ground vehicle equipment as described in Section 7.1(a)(iii) above, owned or operated by AIRLINE, its employees, or any contractor servicing AIRLINE.

(d) Workers' Compensation, Disability and Employer's Liability Insurance. AIRLINE shall maintain workers' compensation and employer's liability insurance.

(i) Workers' Compensation and New York State Disability Coverage. Coverage shall be at statutory limits as required by the laws of the State of New York.

(ii) Employer's Liability. The employer's liability limits shall not be less than One Million Dollars (\$1,000,000) each accident for bodily injury by accident or One Million Dollars (\$1,000,000) each employee for bodily injury by disease.

7.2 The aforesaid amounts and types of insurance shall be reviewed from time to time by AUTHORITY and may be adjusted by AUTHORITY if AUTHORITY reasonably determines such adjustments are necessary to protect Authority's interests. AIRLINE shall furnish AUTHORITY, prior to the Effective Date, a certificate or certificates of insurance as evidence that the required insurance is in force. AUTHORITY reserves the right and AIRLINE agrees to permit AUTHORITY to require a certified copy of each certificate, and for good cause to inspect each policy, including endorsements and riders, upon request. AIRLINE shall name AUTHORITY and the County of Albany, New York as additional insureds on such insurance policy or policies to the extent of the AIRLINE's obligations assumed under Section 6.1, above, subject to policy terms, conditions, limitations and exclusions; provided, however, that this requirement shall not apply to the Worker's Compensation and Employer's Liability insurance policies described in Section 7.1(d). Said policies shall be issued by insurance companies of nationally recognized financial responsibility with a Best's Guide rating of no less than A- (VII) or of internationally recognized and favorable reputation in the aviation marketplace, satisfactory to AUTHORITY. Said policies shall be in a form and content reasonably satisfactory to AUTHORITY and shall provide for thirty (30) days advance written notice to AUTHORITY prior to the cancellation of or any adverse material change in such policies. AIRLINE's failure to provide or maintain the required insurance coverages as set forth herein shall be grounds for immediate cancellation of this Agreement, at AUTHORITY's option. AUTHORITY shall provide AIRLINE ten (10) days written notice before exercising its right of cancellation to provide an opportunity for AIRLINE to demonstrate that it has maintained the required insurance coverage.

7.3 No Representation of Coverage Adequacy. By requiring insurance herein, AUTHORITY does not represent that coverage and limits will necessarily be adequate to protect AIRLINE, and such coverage and limits shall not be deemed as a limitation on AIRLINE's liability under the indemnities granted to AUTHORITY in this Agreement.

7.4 Commercial Umbrella Liability Insurance. As indicated above, AIRLINE may use commercial umbrella liability insurance so that AIRLINE has the flexibility to select the best combination of primary and excess limits to meet the total insurance limits required by this Agreement, provided that the coverages provided under the umbrella policy meet the requirements for the primary policies as set forth in this Agreement.

7.5 Incidents. AIRLINE shall promptly notify AUTHORITY of any accident or event which occurs at the Airport as a result of or in connection with the performance of this Agreement, which results in or might have resulted in bodily injury, personal injury, property damage, or loss of any kind (an "Incident"); provided, however, that an Incident shall not be deemed to include claims for damaged or lost baggage. Additionally, AIRLINE shall send a written report of any Incident to AUTHORITY within twenty four (24) hours or as soon as possible, but no more than ten (10) days after the Incident. Initial notification of Incidents and written reports with respect to such Incidents shall be sent to the CEO.

7.6 Waiver of Subrogation. AUTHORITY and AIRLINE hereby mutually waive any and all rights of recovery against the other party arising out of damage or destruction of any property from causes included under any property insurance policies to the extent such damage or destruction is covered by the proceeds of such policies and whether or not such damage or destruction shall have been caused by the parties, their officers, employees or agents, but only to

the extent that the insurance policies then in force permit such waiver. All policies of property insurance shall contain, to the extent available, this waiver of subrogation provision and the cost of such provision shall be borne by the primary insured.

## **ARTICLE 8– ASSIGNMENT AND SUBLETTING**

AIRLINE shall not assign or transfer this Agreement or any right or interest herein or hereunder without first obtaining AUTHORITY’s prior written consent, which consent may be withheld in the sole discretion of AUTHORITY.

## **ARTICLE 9 –MAINTENANCE**

9.1 AIRLINE’s Obligations. AIRLINE shall keep all areas and facilities that Airline uses on or at the Airport clean at all times during and after its use thereof. If AIRLINE does not keep such areas and facilities properly clean, in the reasonable opinion of AUTHORITY, AIRLINE will be so advised and shall take immediate corrective action. AIRLINE shall promptly remove from the areas and facilities that AIRLINE uses on or at the Airport all garbage, trash and refuse, and shall store and dispose of it only in the manner approved by AUTHORITY.

No Alterations; No Signs. AIRLINE shall not alter AUTHORITY’s Terminal equipment, passenger loading bridges, associated equipment and devices at the Airport, or any area or facility on or at the Airport in any way whatsoever, nor erect any signs in, at or on any part of the Airport, nor permit any advertising of any nature in, at or on any part of the Airport.

## **ARTICLE 10 – ENVIRONMENTAL MATTERS**

10.1 Definitions. For purposes of this Article 10, the following terms shall have the following meanings:

(a) “Environmental Law” means, collectively, applicable laws, ordinances, statutes, rules and regulations of local, state and federal entities, including any regulations of AUTHORITY (whether now existing or hereinafter enacted or promulgated, as they may be amended from time to time, and provided that such rules and regulations of AUTHORITY are consistent with those of federal, state and other local entities) pertaining to environmental matters, spill prevention, contamination, clean-up or disclosures, and any permits issued pursuant thereto, and any legally binding judicial or administrative interpretations thereof (including, without limitation, State Pollutant Discharge Elimination System (“SPDES”) Permit Number NY 021 2245, effective as of March 13, 2013, issued to AUTHORITY, including all modifications and supplements that have been or may be made to such SPDES Permit), and any judicial or administrative order or judgments, including without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. §§ 9601 et seq., (“CERCLA” or “Superfund”); the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901 et seq. (“RCRA”); the Clean Water Act, 33 U.S.C. §§ 1251 et seq. (“CWA”); the Safe Drinking Water Act (14 U.S.C. § 401 et seq.); the Clean Air Act, 42 U.S.C. §§ 7401 et seq.; the Toxic Substances Control Act, 15 U.S.C. §§ 2601 et seq. (“TSCA”); the Hazardous Materials Transportation Act, 49 U.S.C. §§ 100 et seq. (“HMTA”), or any other applicable federal or state statute or municipal ordinance regulating the generation,

storage, use, containment, release or disposal of any Hazardous Substances, or providing for the protection, preservation or enhancement of the natural environment; any rules or regulations promulgated pursuant to any of the foregoing statutes or ordinances, including but not limited to laws relating to groundwater and surface water pollution, air pollution, transportation, storage and disposal of any Hazardous Substances, stormwater drainage and underground and above ground storage tanks, and any amendments, modifications or supplements of any such statutes, ordinances, rules and regulations.

(b) “Hazardous Substances” means any substance or material defined or designated as a hazardous waste, hazardous material, toxic substance, or a pollutant or contaminant by any applicable Environmental Law, including, but not limited to oil, jet fuel and other petroleum products.

(c) “Release” means any spilling, leaking, pumping, pouring, emitting, discharging, leaching, dumping or disposing of Hazardous Substances into or on any property or the environment to the extent not authorized under applicable Environmental Law. Petroleum spills of less than five (5) gallons are excluded unless water or soil are affected.

10.2 Restrictions on Hazardous Substances. In conducting operations pursuant to this Agreement, AIRLINE shall not permit or cause the Release on the Airport of any Hazardous Substance that is in violation of any Environmental Law. AIRLINE shall not allow any Hazardous Substances it first Released during the Term on the Airport to migrate off the Airport or beyond the areas and facilities used by AIRLINE during the Term, as applicable, or allow the Release by AIRLINE of any Hazardous Substances into adjacent surface water, soils, underground waters or air in violation of any Environmental Law. At the reasonable written request of AUTHORITY, AIRLINE shall provide AUTHORITY with AIRLINE’s USEPA Waste Generator Number (unless AIRLINE is a Conditionally Exempt Small Quantity Generator (“CESQG”)) and any other information reasonably requested by AUTHORITY with respect to AIRLINE’s use of Hazardous Substances at the Airport or a Release by AIRLINE of Hazardous Substances at the Airport. AIRLINE shall promptly notify AUTHORITY in writing and orally should AIRLINE become aware of: (1) any Release by AIRLINE of any Hazardous Substances attributable to AIRLINE’s actions during the Term; or (2) any notice given to AIRLINE from any third party with respect to any Release or threat of Release of any Hazardous Substances with respect to the Airport; or (3) the commencement of any litigation or any information relating to any threat of litigation relating to any alleged Release by AIRLINE of any Hazardous Substances or other environmental contamination, liability or problem arising out of or relating to AIRLINE’s operations at the Airport; or (4) any enforcement notice related to AIRLINE’s operations at the Airport provided to AIRLINE from any regulatory agency and any related correspondence from AIRLINE to any regulatory agency. In the event that any notice or correspondence is received or issued by AIRLINE pursuant to this Section 10.2, AIRLINE shall provide AUTHORITY with a copy of such notice or correspondence as soon as possible and in any event within ten (10) days of such receipt or issuance.

10.3 Compliance and Remediation. AIRLINE shall at all times conduct its business at the Airport in compliance with all applicable Environmental Law. In the event that AIRLINE, because of AIRLINE’s actions that occur during the Term, is in violation of any Environmental

Law concerning the presence, use, Release or threat of Release of Hazardous Substances or any other Environmental Law (whether or not pertaining to Hazardous Substances), AIRLINE shall promptly take such action as is reasonably necessary to remedy and cure the violation

10.4 Remedies. If AIRLINE, because of AIRLINE's actions that occur during the Term, is in violation of any applicable Environmental Law, and AIRLINE does not act promptly to take such action as is reasonably necessary to remedy and cure the violation, AUTHORITY has the right, but not the obligation, after providing written notice to AIRLINE and an opportunity to take such action as is reasonably necessary to remedy and cure the violation. If AUTHORITY has a reasonable belief that AIRLINE's actions or inactions present a threat of violation of applicable Environmental Law or a threat of damage to the Airport, any areas or facilities thereof or thereon, or harm to the public, AUTHORITY has the right, but not the obligation, to take such corrective or mitigating action as AUTHORITY deems reasonably necessary. All reasonable costs and expenses incurred by AUTHORITY in connection with any such actions, to the extent caused by AIRLINE's violation of Environmental Law, shall become due and payable by AIRLINE thirty (30) days after presentation of an invoice.

10.5 Access by AUTHORITY. AIRLINE acknowledges that AUTHORITY may conduct periodic environmental inspections and testing in, on and at the areas and facilities of the Airport to be used by AIRLINE during the Term. AIRLINE shall have the right to obtain the results of such inspections and testing and split samples of such testing, at AIRLINE's own expense and at no additional cost to AUTHORITY, upon AIRLINE's written request to AUTHORITY. AUTHORITY shall conduct each inspection or testing in a manner that does not unreasonably interfere with AIRLINE's operations.

10.6 Environmental Audit. For reasonable cause (e.g., AUTHORITY's reasonable belief that AIRLINE is in violation of any Environmental Law, or that AIRLINE's actions or inactions present a threat of a violation of Environmental Law, or a threat of damage to the Airport or to any Airline Premises or harm to the public) and upon reasonable written notice, (a) AUTHORITY shall have the right, but not the obligation, to conduct or cause to be conducted by a firm acceptable to AUTHORITY, an environmental audit (e.g., a Phase I Environmental Site Assessment), or any other appropriate investigation of AIRLINE's fuel facilities or operations at the Airport, for compliance with Environmental Law (collectively, "audit"), or (b) AUTHORITY may elect to require AIRLINE to conduct its own audit, substantially similar in scope to AUTHORITY's proposed audit, by an outside third party to be approved by AUTHORITY, such approval not to be unreasonably withheld. In the event that AUTHORITY conducts such audit, AIRLINE shall have a reasonable opportunity to provide comments to AUTHORITY before the audit is completed. If any audit determines that further testing or analysis is needed, then it shall be reasonable for AUTHORITY to perform, or to require AIRLINE to perform, further testing or analysis, including, without limitation, a Phase 2 Environmental Site Assessment. AIRLINE shall pay all costs associated with any and all audits requested by AUTHORITY hereunder, and shall promptly correct any non-compliance with any Environmental Law related to or arising out of AIRLINE's fuel facilities or operations as identified in the audit, including, without limitation, removing and/or remediating as required by applicable Environmental Law any Hazardous Substances contamination for which AIRLINE is liable hereunder.

10.7 Expiration or Earlier Termination of this Agreement. Prior to expiration or earlier termination of this Agreement, in addition to all other requirements under this Agreement and without limiting AIRLINE's indemnification obligations under Section 6.1, AIRLINE shall remove any Hazardous Substances placed on or at the Airport during the Term by AIRLINE or as a result of AIRLINE's use of the Airport during the Term, and shall demonstrate to AUTHORITY's reasonable satisfaction that such removal is in compliance with all applicable Environmental Law, including, without limitation, conducting any environmental audits as may be required by AUTHORITY under Section 10.6. This removal and demonstration shall be a condition precedent to AUTHORITY's return of any portion of the Contract Security, if any, to AIRLINE upon termination or expiration of this Agreement.

10.8 Environmental Indemnity. Without limiting any indemnities provided in this Agreement for matters other than environmental matters, except for Excluded Environmental Claims, as hereinafter defined, AIRLINE agrees to defend, indemnify and hold harmless AUTHORITY from and against any and all claims, causes of action, regulatory demands, liabilities, fines, penalties, losses, and expenses, including without limitation clean-up or other remedial costs (and including reasonable attorneys' fees, costs and all other reasonable litigation expenses when incurred and whether incurred in defense of actual litigation or in reasonable anticipation of litigation), arising from the Release by AIRLINE of any Hazardous Substance from the areas and facilities used by AIRLINE during the Term to other properties or into the surrounding environment or from any other violation of Environmental Law by AIRLINE, whether made, commenced or incurred during the Term, or made, commenced or incurred after the expiration or termination of this Agreement, attributable to AIRLINE's actions during the Term. For purposes of this Section 10.8, "Excluded Environmental Claims" shall mean any claims, causes or action, demands, liabilities, fines, penalties, costs, expenses or any other liabilities, to the extent caused by or arising from (A) the migration or presence of Hazardous Substances Released prior to, during or after the commencement of the Term that AIRLINE demonstrates is not attributable to AIRLINE or AIRLINE's activities on or at the Airport; or (B) the movement of Hazardous Substances onto or under the areas used by AIRLINE during the Term from other premises due to leaching or the flow of groundwater, provided that AIRLINE is not otherwise responsible for the Release outside the areas used by AIRLINE during the Term that introduced the migrating Hazardous Substances into the environment, or (C) the negligence or willful misconduct of AUTHORITY, its officials, agents and employees. The provisions of this Section 10.8 shall survive the expiration, termination or early cancellation of this Agreement. Notwithstanding anything contained in this Article 10, indemnification for matters other than environmental matters shall be governed by Article 6.

## **ARTICLE 11 - DEFAULT AND TERMINATION**

11.1 Events of Default. The events described below shall be deemed events of default ("Events of Default") by AIRLINE hereunder:

(a) Upon the occurrence of any one of the following Events of Default, AUTHORITY may issue a written notice of default after providing AIRLINE the cure period noted:

- (i) The conduct of any business or performance of any acts at the Airport not specifically authorized herein or by other agreements between AUTHORITY and AIRLINE, and said business or acts do not cease within ten (10) days of receipt of AUTHORITY's written notice to cease said business or acts.
- (ii) The failure to cure a default in the performance of any of the terms, covenants and conditions required herein (except for those terms, covenants and conditions set forth in Section 11.1(b)) within 10 (ten) days of receipt of written notice by AUTHORITY to do so; or if by reason of the nature of such default, the same cannot be remedied within ten (10) days following receipt by AIRLINE of written demand from AUTHORITY, and AIRLINE fails to commence the remedying of such default, or having so commenced, shall fail thereafter to continue with diligence the curing thereof; provided, however, AIRLINE's required performance under this Section (ii) shall be conditioned by the Force Majeure provisions of Section 13.28. AIRLINE shall have the burden of proof to demonstrate (i) that the default cannot be cured within ten (10) days, (ii) that it is proceeding with diligence to cure said default, and (iii) that such default will be cured within a reasonable period of time.
- (iii) The failure by AIRLINE to pay any part of the rentals, fees and charges due hereunder and the continued failure to pay said amounts in full within ten (10) days of AUTHORITY's written notice of payments past due; provided, however, if a dispute arises between AUTHORITY and AIRLINE with respect to any obligation or alleged obligation of AIRLINE to make payments to AUTHORITY, payments under protest by AIRLINE of the amount due shall not waive any of AIRLINE's rights to contest the validity or amount of such payment. In the event any court or other body having jurisdiction determines all or any part of the protested payment shall not be due, then AUTHORITY shall promptly reimburse AIRLINE any amount determined as not due plus interest on such amount at the lower of one and one-half percent (1½%) or the highest rate allowable under applicable state law.

(b) Upon the occurrence of any one of the following Events of Default, AUTHORITY may immediately issue written notice of default:

- (i) The failure by AIRLINE to pay any part of the rentals, fees and charges due hereunder and the continued failure to pay said amounts in full within ten (10) days of AUTHORITY's written notice of payments past due; provided, however, if a dispute arises between AUTHORITY and AIRLINE with respect to any obligation or alleged obligation of AIRLINE to make payments to AUTHORITY, payments under protest by AIRLINE of the amount due shall not waive any of AIRLINE's rights to contest the validity or amount of such payment. In the event any court or other body having jurisdiction determines all or any part of the protested payment

shall not be due, then AUTHORITY shall promptly reimburse AIRLINE any amount determined as not due plus interest on such amount at the lower of one and one-half percent (1½%) or the highest rate allowable under applicable state law.

- (ii) The failure by AIRLINE to provide and keep in force, if required, the Contract Security in accordance with Section 4.9.
- (iii) The failure by AIRLINE to provide and keep in force insurance coverage in accordance with Article 7.
- (iv) The appointment of a trustee, custodian, or receiver of all or a substantial portion of AIRLINE's assets.
- (v) The divestiture of AIRLINE's interest herein by operation of law, by dissolution, or by liquidation.
- (vi) The insolvency of AIRLINE; or if AIRLINE shall take the benefit of any present or future insolvency statute, shall make a general assignment for the benefit of creditors, or shall seek a reorganization or the readjustment of its indebtedness under any law or statute of the United States or of any state thereof.
- (vii) The voluntary discontinuance for a period of at least thirty (30) consecutive days by AIRLINE of its operations at the Airport unless otherwise approved by AUTHORITY, in advance, in writing.

11.2 Continuing Responsibilities of AIRLINE. Notwithstanding the occurrence of any Event of Default, AIRLINE shall remain liable to AUTHORITY for all rentals, fees and charges payable hereunder and for all preceding breaches of any covenant, term or provision of this Agreement. Furthermore, unless AUTHORITY elects to cancel this Agreement, AIRLINE shall remain liable for and promptly pay all rentals, fees and charges accruing hereunder until the expiration of this Agreement.

11.3 AUTHORITY's Remedies. Upon the occurrence of any event enumerated in Section 11.1(a) or 11.1(b), AUTHORITY may cancel this Agreement, effective upon the date specified in the notice of cancellation. For events enumerated in Section 11.1(a), such date shall be not less than ten (10) days from said notice. Upon such date, AIRLINE shall have no further rights or privileges hereunder, and AIRLINE shall immediately surrender and deliver to AUTHORITY, at AIRLINE's sole cost and expense, all areas and facilities of the Airport, and all of AUTHORITY's Terminal equipment, passenger loading bridges and associated equipment and devices that AIRLINE uses under this Agreement in the condition described in Section 11.5. AIRLINE shall remain liable to AUTHORITY for any damage to the Airport and to AUTHORITY's Terminal equipment, passenger loading bridges and associated equipment and devices at the Airport arising out of or related to AIRLINE's use, surrender or delivery of the same. AUTHORITY may remove all of AIRLINE's persons and property from the Airport upon the date specified in AUTHORITY's notice of cancellation to AIRLINE in accordance with Section 11.5. Upon any removal of AIRLINE property by AUTHORITY hereunder, AIRLINE

property may be stored or stored by AUTHORITY in accordance with Section 11.5. AIRLINE shall pay to AUTHORITY all other costs incurred by AUTHORITY in the exercise of any remedy in this Article 11, including, but not limited to, reasonable attorneys' fees, disbursements, court costs, and expert fees. AUTHORITY may exercise any other legal or equitable remedy, including but not limited to the remedies hereinafter specified.

11.4 Remedies Under Federal Bankruptcy Laws. Notwithstanding the foregoing, upon the filing by or against AIRLINE of any proceeding under Federal bankruptcy laws, if AIRLINE has defaulted in the performance of any provision of this Agreement within the six (6) months preceding such filing, AUTHORITY shall have the right to cancel this Agreement, in addition to other remedies provided under provisions of the Federal Bankruptcy Rules and Regulations and Federal Judgeship Act of 1984, or any successor statute, as such may be subsequently amended, supplemented, or replaced. Such cancellation shall be by written notice to AIRLINE within sixty (60) days from the date of AIRLINE's initial filing in bankruptcy court.

11.5 Surrender. Upon expiration or earlier termination of this Agreement, AIRLINE shall promptly and peaceably surrender to AUTHORITY all areas and facilities of the Airport, and all of AUTHORITY's Terminal equipment, passenger loading bridges and associated equipment and devices that AIRLINE uses under this Agreement in their condition on the Effective Date, reasonable wear and tear and damage due to structural or pre-existing defects excepted, unless caused by AIRLINE; provided, however, nothing in this Section 11.5 shall be construed to modify the obligations of the parties set forth in Article 6 or Article 10. AIRLINE shall not abandon any portion of its property at the Airport without the written consent of AUTHORITY. Any and all property not removed by AIRLINE within fifteen (15) business days following the date of termination of this Agreement shall, at the option of AUTHORITY, (i) become the property of AUTHORITY at no cost to AUTHORITY; (ii) be stored by AUTHORITY, at no cost to AUTHORITY; or (iii) be sold in a commercially reasonable manner for the account of AIRLINE at no cost to AUTHORITY. Except as may be agreed to otherwise by AUTHORITY and AIRLINE, all AUTHORITY property damaged by or as a result of the removal of AIRLINE's property shall be restored by AIRLINE to the condition existing before such damage at AIRLINE's expense.

## **ARTICLE 12 – GOVERNMENT INCLUSION**

12.1 Government Agreements. This Agreement shall be subordinate to the provisions of any existing or future agreements between AUTHORITY and the United States or the State of New York or any other governmental authority, relative to the operation or maintenance of the Airport, the execution of which has been or will be required as a condition precedent to the granting of Federal or other governmental funds for the development of the Airport, to the extent that the provisions of any such existing or future agreements are generally required by the United States or other governmental authority of other civil airports receiving such funds. AUTHORITY agrees to provide AIRLINE written advance notice of any provisions which would adversely modify the material terms of this Agreement. In addition, this Agreement shall be subordinate to the Airport Lease.

12.2 Federal Government's Emergency Clause. All provisions of this Agreement shall be subordinate to the rights of the United States of America to operate the Airport or any

part thereof during time of war or national emergency. Such rights shall supersede any provisions of this Agreement inconsistent with the operations of the Airport by the United States of America.

12.3 Non-Discrimination. AIRLINE acknowledges that AUTHORITY has given to the United States of America, acting by and through the FAA, certain assurances with respect to non-discrimination required by Title VI of the Civil Rights Act 1964 (42 U.S.C. § 2000d *et seq.*, 78 Stat. 252), 49 CFR Part 21, 49 CFR § 47123, 28 CFR § 50.3 and other acts and regulations relative to non-discrimination in Federally-assisted programs of the U.S. Department of Transportation (“DOT”) (collectively, and including all amendments thereto, the “Acts and Regulations”) as a condition precedent to receiving Federal financial assistance from FAA for certain Airport programs and activities. AUTHORITY is required under the Acts and Regulations to include in this Agreement, and AIRLINE agrees to be bound by, the following covenants and requirements:

(i) AIRLINE, for itself, its assignees and successors in interest, covenants and agrees that it shall assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability, be excluded from participating in any program or activity conducted with or benefitting from Federal financial assistance received by AUTHORITY from the FAA. In the event of AIRLINE’s breach of any of the above Non-discrimination covenants, AUTHORITY shall have the right to terminate this Agreement.

(ii) AIRLINE, for itself, its personal representatives, successors in interest and assigns, as part of the consideration hereof, hereby covenants and agrees, as a covenant running with the land, that in the event facilities are constructed, maintained, or otherwise operated at the Airport for a purpose for which a DOT activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, AIRLINE shall maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations such that no person on the ground of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in the use of said facilities.

(iii) In the event of AIRLINE’s breach of any of the Non-discrimination covenants described in subsection (b), above, AUTHORITY shall have the right to terminate this Agreement, and to enter, re-enter and repossess the areas and facilities used by AIRLINE at the Airport, and hold the same as if this Agreement had never been made or issued. This subparagraph (c) shall not become effective until the procedures of 49 CFR Part 21 are followed and completed, including the expiration of appeal rights.

(iv) AIRLINE, for itself, its personal representatives, successors in interest and assigns, as part of the consideration hereof, hereby covenants and agrees, as a covenant running with the land, that (i) no person on the ground of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in the use of said facilities, (ii) in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin shall be excluded from participation in, denied

the benefits of, or otherwise be subjected to discrimination, and (iii) AIRLINE shall use the all areas and facilities on or at the Airport in compliance with all other requirements imposed by or pursuant to the Acts and Regulations.

(v) In the event of AIRLINE's breach of any of the Non-discrimination covenants described in subsection (d), above, AUTHORITY shall have the right to terminate this Agreement, and to enter or re-enter and repossess the areas and facilities used by AIRLINE at the Airport, and hold the same as if this Agreement had never been made or issued. This subparagraph (e) shall not become effective until the applicable procedures of 49 CFR Part 21 are followed and completed, including the expiration of appeal rights.

(vi) AIRLINE shall include these subsections (a) through (f), inclusive, in AIRLINE's licenses, permits and other instruments relating to the areas and facilities used by AIRLINE at the Airport, and shall require that its licensees, permittees and others similarly include these statements in their licenses, permits and other instruments relating to the areas and facilities used by AIRLINE at the Airport.

12.4 Affirmative Action. AIRLINE assures that: (a) it shall undertake an affirmative action program as required by AUTHORITY, and by all federal and state laws, rules and regulations pertaining to Civil Rights (and any and all amendments thereto), including, without limitation, 49 CFR Part 21 and 49 U.S.C. § 47123, to assure that no person shall, on the grounds of race, creed, color, national origin, sex, or age be excluded from participation in or denied the benefits of the program or activity conducted with or benefitting from Federal financial assistance received by AUTHORITY from the FAA; (b) it shall not engage in employment practices that result in excluding persons on the grounds of race, creed, color, national origin, sex, or age, from participating in or receiving the benefits of any program or activity conducted with or benefitting from Federal financial assistance received by AUTHORITY from the FAA, or in subjecting them to discrimination or another violation of the regulations under any program covered by 49 CFR Part 21 and 49 U.S.C. § 47123; and (c) it shall include the preceding statements of this Section 12.4 in AIRLINE's contracts and other applicable documents under this Agreement, and shall require that its contractors and others similarly include these statements in their subcontracts and applicable documents.

12.5 Security. AIRLINE, its officers, employees, agents, and those under its control, shall comply with security measures required of AIRLINE by the FAA, DHS, TSA or contained in any Airport master security plan approved by the FAA. If AIRLINE, its officers, employees, agents, or those under its control shall fail or refuse to comply with said measures and such noncompliance results in a monetary penalty being assessed against AUTHORITY, then, in addition to the provisions of Section 11.1, AIRLINE shall be responsible and shall reimburse AUTHORITY in the full amount of any such monetary penalty or other damages. Nothing contained herein shall prohibit AIRLINE from contesting with the FAA or other appropriate governmental agency the validity or amount of such penalty.

## ARTICLE 13–GENERAL PROVISIONS

13.1 Subordination to Resolution. This Agreement and all rights granted to AIRLINE hereunder are expressly subordinated and subject to the lien and provisions of the pledges, transfer, hypothecation or assignment made by AUTHORITY in any Resolution, or any proceedings authorizing and providing security for other indebtedness.

13.2 Handling Agreements. In the event AIRLINE agrees to ground handle any portion of the operations of another Air Transportation Company, AIRLINE shall provide AUTHORITY advance written notice of such proposed activities, including a description of the type and extent of services to be provided. Notwithstanding the foregoing, AIRLINE shall not ground handle any Air Transportation Company that does not have in force an agreement with AUTHORITY for the operation of its Air Transportation Business at the Airport. In the event AIRLINE ground handles any Air Transportation Company that does not have in force an agreement with AUTHORITY, then AIRLINE will be responsible for so notifying AUTHORITY and for collecting the appropriate fees and charges and reporting and remitting same to AUTHORITY.

13.3 Nonwaiver. No waiver of default by either party of any of the terms, covenants, or conditions hereof to be performed, kept and observed by the other party shall be construed to be or act as a waiver of any subsequent default of any of the terms, covenants and conditions to be performed, kept and observed by the other party and shall not be deemed a waiver of any right on the part of the other party to cancel this Agreement as provided herein, or to exercise any other right(s) available at law or in equity.

13.4 Rights Non-Exclusive. Notwithstanding anything herein contained that may be or appear to be to the contrary, the rights, privileges and licenses granted under this Agreement are “non-exclusive” and AUTHORITY reserves the right to grant similar privileges to others.

13.5 SEC Rule 15c2-12. AIRLINE, upon written request by AUTHORITY, shall provide AUTHORITY with such information as AUTHORITY may reasonably request in writing to comply with AUTHORITY’s continuing disclosure requirements under SEC Rule 15c2-12, as it may be amended from time to time; provided, however, that AIRLINE may, in lieu of providing the requested information, direct AUTHORITY to an AIRLINE or SEC website where the requested information is then currently available.

13.6 Performance. The parties expressly agree that time is of the essence in this Agreement. Failure by a party to complete performance within the time specified, or within a reasonable time if no time is specified herein, shall relieve the other party, without liability, of any obligation to accept such performance.

13.7 Avigation Rights. AUTHORITY reserves unto itself; its successors, and assigns for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Airport for navigation or flight in the said airspace for landing on, taking off from, or operating at the Airport.

13.8 Rules and Regulations.

(i) AIRLINE, its officers, employees, agents and others under its control shall observe and obey all laws, regulations and orders of the Federal, state, county and local governments which may be applicable to AIRLINE's operations at the Airport. AUTHORITY may from time to time adopt, amend or revise reasonable and non-discriminatory rules and regulations for the conduct of operations at the Airport, for reasons of safety, health, preservation of the property or for the maintenance of the good and orderly appearance of the Airport.

(ii) AIRLINE, its officers, employees, agents, and others under its control shall faithfully comply with and observe such rules and regulations, except as they may conflict with the terms and provisions of this Agreement, or the regulations of another governmental authority having appropriate jurisdiction. AUTHORITY shall notify AIRLINE in writing in advance of any proposed amendments or supplements to such rules and regulations that would adversely materially alter the terms of this Agreement, and shall provide AIRLINE a reasonable opportunity to comment on any such amendments or supplements.

(iii) AIRLINE shall be liable and responsible for obtaining, maintaining current, and fully complying with, any and all permits, licenses, and other governmental authorizations, however designated, as may be required at any time throughout the entire Term of this Agreement by any Federal, state, or local governmental entity or any court of law having jurisdiction over AIRLINE or AIRLINE's operations and activities.

13.9 Inspection. AIRLINE acknowledges that AUTHORITY's authorized representatives may access equipment, areas and facilities at the Airport used by AIRLINE during the Term to examine and inspect said equipment, areas and facilities for purposes necessary, incidental to, or connected with confirming AIRLINE's compliance with its obligations under this Agreement; or, in AUTHORITY's exercise of its governmental functions.

13.10 No Individual Liability. No member, officer, agent, director, or employee of AUTHORITY or AIRLINE shall be charged personally or held contractually liable by or to the other party under the terms or provisions of this Agreement or because of any breach thereof or because of its or their execution or attempted execution.

13.11 Relationship of Parties. Nothing contained herein shall be deemed or construed by the parties hereto, or by any third party, as creating the relationship of principal and agent, partners, joint venturers, or any other similar such relationship between the parties hereto.

13.12 Capacity to Execute. The individuals executing this Agreement personally warrant that they have full authority to execute this Agreement on behalf of the entity for whom they are acting herein.

13.13 Savings. The parties hereto acknowledge that they have thoroughly read this Agreement, including any exhibits or attachments hereto and have sought and received whatever competent advice and counsel was necessary for them to form a full and complete understanding of all rights and obligations herein. The parties further acknowledge that this Agreement is the

result of extensive negotiations between the parties and shall not be construed against AUTHORITY by reason of the preparation of this Agreement by AUTHORITY.

13.14 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto, where permitted by this Agreement.

13.15 Incorporation of Exhibits. All exhibits referred to in this Agreement are intended to be and are hereby specifically made a part of this Agreement.

13.16 Titles. Section titles are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope or extent of any provision of this Agreement, and shall not be construed to affect in any manner the terms and provisions hereof or the interpretation or construction thereof.

13.17 Severability. In the event that any covenant, condition or provision of this Agreement is held to be invalid by any court of competent jurisdiction, the invalidity of such covenant, condition, or provision shall not materially prejudice either AUTHORITY or AIRLINE in their respective rights and obligations contained in the valid covenants, terms or provisions of this Agreement.

13.18 Amendments. This Agreement constitutes the entire agreement between the parties. No amendment, modification or alteration of the terms of this Agreement shall be binding unless the same is in writing, dated subsequent to the date hereof, and duly executed by the parties hereto.

13.19 Agreement Not to Grant More Favorable Terms. During the Term, AUTHORITY agrees not to enter into any lease, contract, or other agreement with any other Air Transportation Company conducting operations at the Airport that contains fees and charges or terms more favorable to such Air Transportation Company than the terms of, or the fees and charges payable by AIRLINE under, this Agreement, unless AUTHORITY also makes those more favorable terms available to AIRLINE. The provisions of this Section 13.19 shall in no way limit, impair, or interfere with AUTHORITY'S ability to charge or establish such fees and charges as AUTHORITY may deem applicable or necessary when entering into any lease, contract, or other agreement with any party that is not an Air Transportation Company.

13.20 No Exclusive Remedy. No remedy provided by this Agreement shall be deemed to be exclusive.

13.21 Subordination to Sponsor's Assurance Agreement. This Agreement shall be subordinate and subject to the terms of any "Sponsor's Assurance Agreement" or like agreement that has been or may be furnished to the FAA by AUTHORITY or required by law.

13.22 Exclusiveness of AIRLINE's Rights. Nothing contained in this Agreement shall be deemed to grant to AIRLINE any exclusive right or privilege within the meaning of 49 U.S.C. § 40103(e) with respect to activity on the Airport.

13.23 Other Agreements. Other than as set forth herein, nothing contained in this Agreement shall be deemed or construed to nullify, restrict or modify in any manner the

provisions of any other contract between AUTHORITY and AIRLINE authorizing the use of the Airport, its facilities and appurtenances.

13.24 Approvals. Unless otherwise stated, whenever this Agreement calls for approval by AUTHORITY, such approval shall be evidenced by the written approval of the CEO.

13.25 Notice. All notices, requests, consents and approvals served or given under this Agreement shall be served or given in writing by certified or registered mail or by a recognized national overnight express mail delivery service. If intended for AUTHORITY, notices, requests, consents and approvals shall be delivered to Chief Executive Officer, Albany County Airport Authority, Albany International Airport, Administration Building, Suite 200, Albany, New York 12211-1057, or to such other address as may be designated by AUTHORITY by written notice to AIRLINE. Notices, requests, consents and approvals to AIRLINE shall be delivered to: \_\_\_\_\_, or to such other address as may be designated by AIRLINE by written notice to AUTHORITY. All notices, requests, consents and approvals sent by certified or registered mail shall be deemed to have been given on the third business day following the date of mailing, if properly mailed and addressed. All notices, requests, consents and approvals sent by overnight express mail delivery shall be deemed to have been given when received at the address listed in this Section 13.25 or to such other address as may have been designated by written notice in accordance with this Section 13.25.

13.26 Agent for Service. It is expressly understood and agreed that if AIRLINE is not a resident of the State of New York, or is an association or partnership without a member or partner resident of said state, or is a foreign corporation not licensed to do business in New York, then in any such event, AIRLINE shall appoint an agent for the purpose of service of process in any court action between it and AUTHORITY arising out of or based upon this Agreement. AIRLINE shall immediately, within ten (10) days of execution of this Agreement, notify AUTHORITY, in writing, of the name and address of said agent. Such service shall be made as provided by the laws of the State of New York for service upon a non-resident engaging in business in the State. It is further expressly agreed, covenanted and stipulated that, if for any reason, such service of process is not possible, as an alternative method of service of process, AIRLINE may be served out of the State of New York by the registered mailing of such service at the address set forth in Section 13.25.

13.27 Governing Law. This Agreement shall be construed in accordance with the laws of the State of New York. The parties hereto agree the Supreme Court - State of New York, County of Albany or United States District Court - Northern District of New York shall be the forum for any actions brought hereunder.

13.28 Force Majeure. Except as herein provided, neither AUTHORITY nor AIRLINE shall be deemed to be in default hereunder if either party is prevented from performing any of the obligations, other than the payment of rentals, fees and charges hereunder, by reason of strikes, boycotts, labor disputes, embargoes, shortages of energy or materials, acts of God, acts of the public enemy, weather conditions, riots, rebellion, or sabotage, or any other circumstances for which it is not-responsible or which are not within its control. Notwithstanding the foregoing,

upon termination of such force majeure event, the obligations of AUTHORITY and AIRLINE shall continue as if such force majeure event had not occurred.

13.29 Entire Agreement. It is understood and agreed that this instrument contains the entire agreement between the parties hereto. It is further understood and agreed by AIRLINE that AUTHORITY and AUTHORITY's agents have made no representations or promises with respect to this Agreement or the making or entry into this Agreement, except as in this Agreement expressly set forth.

13.30 Airline as an Affiliate or Signatory Airline. If AIRLINE executes and delivers to AUTHORITY an airline use and lease agreement in substantially the same form as the Airline Use and Lease Agreement, and thus becomes a Signatory Airline, or if AIRLINE executes and delivers to AUTHORITY an affiliate operating agreement in form and substance satisfactory to AUTHORITY, and thus becomes an Affiliate, this Agreement shall terminate as of the effective date of said airline use and lease agreement or affiliate operating agreement; provided, however, that unless otherwise agreed to in writing by AIRLINE and AUTHORITY, AIRLINE shall remain responsible to AUTHORITY for all payment and other obligations that survive termination of this Agreement.

13.31 Counterparts. This Agreement may be executed simultaneously in counterparts, each of which shall be deemed to be an original copy of this Agreement and, when taken together, shall be deemed to be one and the same Agreement.

[The remainder of this page is left blank intentionally.]

**IN WITNESS WHEREOF**, the parties hereto have entered into this Agreement as of the

Effective Date.

WITNESS:

ALBANY COUNTY AIRPORT AUTHORITY

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_

Approved as to Form and Legality

Authority Attorney

DRAFT

WITNESS:

[AIRLINE]

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT A**

**Rentals, Fees and Charges**

DRAFT

## **Old Business**

## **New Business**

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