



Schenectady County Legislature

Committee on Rules

Hon. Philip Fields, Chair

6th Floor County Office Building 620 State Street, Schenectady, New York 12305

Phone: (518) 388-4280 Fax: (518) 388-4591

DATE: September 8, 2023
TO: Honorable Schenectady County Legislators
FROM: Geoffrey T. Hall, Clerk of the Legislature
SUBJECT: COMMITTEE AGENDA
Committee on Rules
Honorable Philip Fields, Chair
Tuesday, September 12, 2023 at 7:00p.m.
Schenectady County Office Building,
Legislative Chambers, Sixth Floor

Item	Title	Sponsor	Co-Sponsor
R	89 A RESOLUTION HONORING HISPANIC HERITAGE MONTH 2023 IN THE COUNTY OF SCHENECTADY	The Committee on Rules	
R	90 A RESOLUTION CONFIRMING THE APPOINTMENT OF PERSONS TO VARIOUS BOARDS, COUNCILS OR COMMISSIONS	The Committee on Rules	
R	91 A RESOLUTION REGARDING THE ACCEPTANCE OF MONIES FROM THE FEDERAL AVIATION ADMINISTRATION AND THE NYS DEPARTMENT OF TRANSPORTATION FOR RAMP AND TAXIWAY IMPROVEMENTS AT THE SCHENECTADY COUNTY AIRPORT AND TO MAKE APPROPRIATE BUDGETARY AMENDMENTS	The Committee on Rules	

Item	Title	Sponsor	Co-Sponsor
R	92 A RESOLUTION REGARDING THE ACCEPTANCE OF MONIES FROM THE FEDERAL AVIATION ADMINISTRATION AND THE NYS DEPARTMENT OF TRANSPORTATION FOR TAXIWAY IMPROVEMENTS AT THE SCHENECTADY COUNTY AIRPORT AND TO MAKE APPROPRIATE BUDGETARY AMENDMENTS	The Committee on Rules	

LEGISLATIVE INITIATIVE FORM

Date: 9/8/2023
Reference: Rules
Dual Reference:
Initiative: R 89

Title of Proposed Resolution:

A RESOLUTION HONORING HISPANIC HERITAGE MONTH 2023 IN THE COUNTY OF SCHENECTADY

Purpose and General Idea:

A RESOLUTION HONORING HISPANIC HERITAGE MONTH 2023 IN THE COUNTY OF SCHENECTADY

Summary of Specific Provisions:

A RESOLUTION HONORING HISPANIC HERITAGE MONTH 2023 IN THE COUNTY OF SCHENECTADY

Effects Upon Present Law:

None.

Justification:

A RESOLUTION HONORING HISPANIC HERITAGE MONTH 2023 IN THE COUNTY OF SCHENECTADY

Sponsor: The Committee on Rules

Co-Sponsor:

LEGISLATIVE INITIATIVE FORM

Date: 9/8/2023
Reference: Rules
Dual Reference:
Initiative: R 90

Title of Proposed Resolution:

A RESOLUTION CONFIRMING THE APPOINTMENT OF PERSONS TO VARIOUS
BOARDS, COUNCILS OR COMMISSIONS

Purpose and General Idea:

Provides Authorization for the confirmation of Appointments of Persons to Various Boards,
Councils, and Commissions.

Summary of Specific Provisions:

Authorizes the confirmation of appointments to various boards, councils, and commissions per
the attached memorandums.

Effects Upon Present Law:

None.

Justification:

Necessary to effectuate appointments.

Sponsor: The Committee on Rules

Co-Sponsor:


COUNTY OF SCHENECTADY



RORY FLUMAN
COUNTY MANAGER

OFFICE OF THE COUNTY MANAGER
620 STATE STREET
SCHENECTADY, NEW YORK 12305

TELEPHONE: (518) 388-4355
FAX: (518) 388-4590

To: Honorable Chairperson and Members of the Legislature
From: Rory Fluman, County Manager 
CC: Geoffrey T. Hall, Clerk of the Legislature
Alissa Foster, Deputy Clerk of the Legislature
Date: September 8, 2023
Re: Confirmation of Various Appointments

I hereby appoint, subject to your confirmation, the following individuals to the boards indicated for the terms indicated:

<u>Capital Region Workforce Development Board</u>		<u>Term Expires</u>
Sharon <u>Bonk</u>	(Reappointment)	June 30, 2025
James Hurley	(Reappointment)	June 30, 2025
Patrisia Sheremeta	(new Appointment)	June 30, 2026
Kelsey Owens	(new appointment)	June 30, 2026
<u>Schenectady County Environmental Advisory Council</u>		<u>Term Expires</u>
Heather Ipsen	(Replacing Debbie Jackson)	June 30, 2026
Donna Esposito	(Replacing Peter Lion)	June 30, 2026
Shaina Hogan	(Replacing Mary Werner)	June 30, 2026
Alex Lykins	(Reappointment)	June 30, 2026
<u>Schenectady County Environmental Advisory Council Co-Chairs</u>		<u>Term Expires</u>
Portia Zwicker		June 30, 2025
Heather Ipsen		June 30, 2025

LEGISLATIVE INITIATIVE FORM

Date: 9/8/2023
Reference: Rules
Dual Reference:
Initiative: R 91

Title of Proposed Resolution:

A RESOLUTION REGARDING THE ACCEPTANCE OF MONIES FROM THE FEDERAL AVIATION ADMINISTRATION AND THE NYS DEPARTMENT OF TRANSPORTATION FOR RAMP AND TAXIWAY IMPROVEMENTS AT THE SCHENECTADY COUNTY AIRPORT AND TO MAKE APPROPRIATE BUDGETARY AMENDMENTS

Purpose and General Idea:

Provides Authorization to Accept Federal Aviation Administration Funding for Taxiways A (North) and D Rehabilitation.

Summary of Specific Provisions:

Authorization to accept \$2,333,595 from the Federal Aviation Administration (FAA) for the construction of taxiways A (North) and D with various Federal, State, and local funding sources.

Effects Upon Present Law:

The Schenectady County Department of Finance provides the following amendment to the County's 2023 Capital Budget to align the project budget for the construction of Taxiways A (North) and D with the various Federal, State, and local funding sources.

CAPITAL BUDGET

Amend Capital Project 5610230003

Decrease Appropriation Code By:

H545610.401000	Airports – Capital	\$1,666,405
----------------	--------------------	-------------

Decrease Revenue Codes By:

H33333.3592	Airport – State Aid	\$88,320
-------------	---------------------	----------

H43333.4592	Airport – Federal Aid – FAA	\$1,489,765
-------------	-----------------------------	-------------

H93333.5710	Obligation Serial Bonds	\$88,320
-------------	-------------------------	----------

I recommend that this budget amendment be presented to the Schenectady County Legislature for consideration.

Justification:

Peter Knutson, P.E., Director of the Bureau of Engineering, states these taxiways are heavily used routes to the West side of the primary runway, Runway 4/22, and for navigation around the non-military sides of the airport. Taxiway D is the only access to the General Aviation North Apron which includes Murry Avionics, the Empire State Aviation Museum, and the self-filling station. Working with the tenants at the airport and the FAA, we have designed a way to rehabilitate these primary taxiways to have minimal impact on daily air operations. The grant will consist of 90% of funding from the Federal Government, 5% from the NYS Government, and a 5% match from the County.

Sponsor: The Committee on Rules

Co-Sponsor:

COUNTY OF SCHENECTADY




RORY FLUMAN
COUNTY MANAGER

OFFICE OF THE COUNTY MANAGER
620 STATE STREET
SCHENECTADY, NEW YORK 12305

TELEPHONE: (518) 388-4355
FAX: (518) 388-4590

To: Honorable Chairperson and Members of the Legislature

From: Rory Fluman, County Manager 

CC: Geoffrey T. Hall, Clerk of the Legislature
Paul Sheldon, Director of Public Works
Peter Knutson, Director of Bureau of Engineering
Jaclyn Falotico, Commissioner of Finance

Date: September 8, 2023

RE: Authorization to Accept Federal Aviation Administration Funding for Taxiway A (North) and D Rehabilitation

Attached are memoranda from Paul Sheldon, Director of Public Works, and Peter Knutson, Director of Bureau of Engineering, requesting authorization to accept \$2,333,595 from the Federal Aviation Administration. This funding will be used for the rehabilitation of Taxiways "A" (North), and "D". As Mr. Knutson states, these taxiways see heavy traffic as they are used to access several key parts of the airport with Taxiway "D" being the only access to General Aviation North Apron. Rehabilitation has been designed in a way to have minimal impact of the daily air operations.

The grant breakdown consists of 90% funding from federal government, 5% from NY State government, and a 5% match from Schenectady County.

The attached memorandum from Jaclyn Falotico, Commissioner of Finance, details the necessary budget amendment.

I recommend your approval.

**Schenectady County
Inter-Department Memorandum**

DATE: September 5, 2023

TO: Rory Fluman, County Manager

FROM: Paul Sheldon, P.E., Director of Public Works

COPIES: File PSS

SUBJECT: Grant for Taxiway's A (north) and D Rehabilitation - Construction

Attached is a memorandum from Peter Knutson, P.E., Director of the Bureau of Engineering, requesting authorization to accept construction funding for the rehabilitation of Taxiways A (north) and D at the Schenectady County Airport. The funding for the project is 90% federal, 5% New York State and 5% County. The project is anticipated to be completed this fall.

We recommend your approval of the federal grant application.

COUNTY OF SCHENECTADY

Memorandum

DATE: September 6th, 2023

TO: Paul Sheldon, Commissioner of Public Works

FROM: Peter Knutson, Director of the Bureau of Engineering *PK K*

COPY: S. Harris

SUBJECT: Grant for Taxiway's A (North) and D Rehabilitation

The Federal Aviation Administration (FAA) is slated to award the County with a grant to rehabilitate Taxiway A (north) and D. This work was put out to formal bid and the lowest, responsible bidder was Riffenburg Construction Inc.

These two Taxiway's are heavily used route to the West side of the primary runway, Runway 4/22 and for navigation around the non-military sides of the airport. Taxiway D is the only access for the General Aviation North Apron that includes Murray Avionics, the Empire State Aviation Museum, and our Self-Fueling Station. Working with the tenants at the airport and the FAA, we have designed a way to rehabilitate these primary taxiways with the minimum impacts to our daily air operations.

The amount bid by Riffenburg Construction Inc., was below what was estimated in the costs associated in the approved 2023 Capital Budget and part of the total federal grant award. The project is 90% funded by the Federal Government, 5% by the State with the final 5% a local match.

As part of the FAA grant for construction, we have our Airport engineering team of CHA performing the Construction Administration and Inspection (CA/CI) for the work to be performed. These actions include but not limited to; full time inspection of all activities of the construction company performing the work, all FAA grant and reimbursement paperwork, project meetings and formal construction documentation that must be filed with the FAA at daily for the duration of the project.

The overall project costs are as follows:

Taxiway A (north) and D Rehabilitation				
Description	Federal	State	Local	Total
Project Total Cost	\$2,100,235.00	\$116,680.00	\$116,680.00	\$2,333,595.00

I request that the County Legislature approves this contract.

Memo

TO: Rory Fluman, County Manager
FROM: Jaclyn Falotico, Commissioner of Finance *JF*
DATE: September 8, 2023
SUBJECT: Capital Budget Amendment – Taxiways A (North) and D

The Schenectady County Department of Finance provides the following amendment to the County's 2023 Capital Budget to align the project budget for the construction of Taxiways A (North) and D with the various Federal, State, and local funding sources.

CAPITAL BUDGET

Amend Capital Project 5610230003

Decrease Appropriation Code By:

H545610.401000	Airports – Capital	<u>\$1,666,405</u>
----------------	--------------------	--------------------

Decrease Revenue Codes By:

H33333.3592	Airport – State Aid	<u>\$88,320</u>
-------------	---------------------	-----------------

H43333.4592	Airport – Federal Aid – FAA	<u>\$1,489,765</u>
-------------	-----------------------------	--------------------

H93333.5710	Obligation Serial Bonds	<u>\$88,320</u>
-------------	-------------------------	-----------------

I recommend that this budget amendment be presented to the Schenectady County Legislature for consideration.

**FY2023 AIRPORT IMPROVEMENT PROGRAM
FINAL GRANT APPLICATION**

**TAXIWAY A (NORTH) AND TAXIWAY D
REHABILITATION
(CONSTRUCTION AND CA/CI)**

**AT
SCHENECTADY COUNTY AIRPORT**

FAA AIP NO. 3-36-0106-XXX-2023

MAY 2023

**SUBMITTED BY:
SCHENECTADY COUNTY DEPARTMENT OF
ENGINEERING AND PUBLIC WORKS**

**100 KELLAR AVENUE
SCHENECTADY, NEW YORK 12306
(518) 356-5340**



**PREPARED BY:
CHA CONSULTING, INC.**

**3 WINNERS CIRCLE
ALBANY, NEW YORK 12205
(518) 453-4500**



County of Schenectady

Schenectady County Airport

21 Tower Road, Glenville, New York 12302



Paul Sheldon, P.E.
Director of Engineering and Public Works
Phone (518) 356-5340, ext. 3234
Fax (518) 357-9547

Michael Schadewald
Airport Operations Coordinator
Phone (518) 399-0111
Fax (518) 399-8248

Sophia M. Parise
Civil Engineer
FAA – New York Airport District Office
1 Aviation Plaza, Room 111
Jamaica, New York 11434

May 15, 2023

**RE: Final Grant Application
Schenectady County Airport (SCH)
Taxiway A (North) and Taxiway D Rehabilitation (Construction and CA/CI)**

Ms. Parise,

Please find the attached Final Grant Application for the Taxiway A (North) and Taxiway D Rehabilitation (Construction and CA/CI) project at Schenectady County Airport (SCH).

The Final Grant Application attached includes the following:

- AIP Grant Application Checklist
- Application for Federal Assistance (Form SF-424)
- Application for Federal Assistance (Form 5100-100)
- Project Cost Breakdown
- Letter of Cost Reasonableness
- Supporting Documentation
 - Project Sketch
 - Environmental Documentation (CATEX)
 - Consultant Scope and Fee
 - Independent Fee Estimate (IFE)
 - Bid Tabulations
- Sponsor Certifications
 - Form 5100-129, -130, -131, -132, -134, -135
 - Certification Regarding Lobbying
- FAA Advisory Circulars
- FAA Grant Assurances

If you have any comments or questions, please contact Matthew T. Florell of CHA Consulting, Inc. at 518-453-4519 or email at mflorell@chacompanies.com.

Sincerely,


Paul Sheldon, P.E.
Commissioner of Aviation
Schenectady County Department of Engineering and Public Works

AIP Grant Application Checklist

AIRPORT NAME: Schenectady County Airport (SCH) DATE: May 15, 2023

SYSTEM FOR AWARD MANAGEMENT (SAM) CAGE CODE #: 4NHZ3

SYSTEM FOR AWARD MANAGEMENT (SAM) EXPIRATION DATE: April 16, 2024

Ref.		Yes	No	N/A	Comments Attached
ITEMS REQUIRED TO COMPLETE APPLICATION REVIEW:					
1.	Standard Form 424 <i>(signed)</i>	x			
2.	Project Cost Breakdown <i>(attached)</i>	x			
3.	Project Sketch <i>(at the request of the ADO)</i>	x			
4.	Project Narrative <i>(attached or within Form 5100-100)</i>	x			
5.	Form 5100-100 (parts II – IV) <i>(airport development grants)</i>	x			
6.	Bid Tabulations/Negotiated Amounts <i>(attached or previously submitted to the ADO)</i>	x			
7.	Exhibit A <i>(attached or previously submitted to the ADO)</i>			x	Previously On-File
8.	Title Certificate or Long-Term Lease Agreement <i>(at the request of the ADO)</i>			x	

Application for Federal Assistance SF-424

*** 1. Type of Submission:**

- Preapplication
- Application
- Changed/Corrected Application

*** 2. Type of Application:**

- New
- Continuation
- Revision

* If Revision, select appropriate letter(s):

* Other (Specify):

*** 3. Date Received:**

05/16/2023

4. Applicant Identifier:

SCH

5a. Federal Entity Identifier:

36-0106

5b. Federal Award Identifier:

3-36-0106-XXX-2023

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

*** a. Legal Name:**

SCHENECTADY COUNTY

*** b. Employer/Taxpayer Identification Number (EIN/TIN):**

14-6002431

*** c. UEI:**

JE9WHU4NGJJ8

d. Address:

*** Street1:**

100 Kellar Ave.

Street2:

*** City:**

SCHENECTADY

County/Parish:

SCHENECTADY

*** State:**

NY: New York

Province:

*** Country:**

USA: UNITED STATES

*** Zip / Postal Code:**

12306-1126

e. Organizational Unit:

Department Name:

Department of Engineering & PW

Division Name:

f. Name and contact information of person to be contacted on matters involving this application:

Prefix:

*** First Name:**

PAUL

Middle Name:

*** Last Name:**

SHELDON

Suffix:

Title:

COMMISSIONER OF AVIATION

Organizational Affiliation:

*** Telephone Number:**

518-356-5340, ext. 3234

Fax Number:

*** Email:**

paul.sheldon@schenectadycounty.com

Application for Federal Assistance SF-424

*** 9. Type of Applicant 1: Select Applicant Type:**

B: County Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

*** 10. Name of Federal Agency:**
Federal Aviation Administration

11. Catalog of Federal Domestic Assistance Number:
20.106
CFDA Title:
Airport Improvement Program

*** 12. Funding Opportunity Number:**

*** Title:**

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

[Add Attachment](#) [Delete Attachment](#) [View Attachment](#)

*** 15. Descriptive Title of Applicant's Project:**
Taxiway A (North) and Taxiway D Rehabilitation (Construction and CA/CI)

Attach supporting documents as specified in agency instructions.

[Add Attachments](#) [Delete Attachments](#) [View Attachments](#)

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant NY-020

* b. Program/Project NY-020

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment

Delete Attachment

View Attachment

17. Proposed Project:

* a. Start Date: 07/03/2023

* b. End Date: 12/29/2023

18. Estimated Funding (\$):

* a. Federal	2,100,235.00
* b. Applicant	116,680.00
* c. State	116,680.00
* d. Local	0.00
* e. Other	0.00
* f. Program Income	0.00
* g. TOTAL	2,333,595.00

* 19. Is Application Subject to Review By State Under Executive Order 12372 Process?

- a. This application was made available to the State under the Executive Order 12372 Process for review on
- b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- c. Program is not covered by E.O. 12372.

* 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)

- Yes
- No

If "Yes", provide explanation and attach

Add Attachment

Delete Attachment

View Attachment

21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 18, Section 1001)

** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: * First Name: PAUL

Middle Name:

* Last Name: SHELDON

Suffix:

* Title: COMMISSIONER OF AVIATION

* Telephone Number: 518-356-5340, ext. 3234

Fax Number:

* Email: paul.sheldon@schenectadycounty.com

* Signature of Authorized Representative: 

* Date Signed: 05/15/2023

Application for Federal Assistance (Development and Equipment Projects)

PART II – PROJECT APPROVAL INFORMATION

Part II - SECTION A

The term "Sponsor" refers to the applicant name provided in box 8 of the associated SF-424 form.

Item 1.

Does Sponsor maintain an active registration in the System for Award Management (www.SAM.gov)? Yes No

Item 2.

Can Sponsor commence the work identified in the application in the fiscal year the grant is made or within six months after the grant is made, whichever is later? Yes No N/A

Item 3.

Are there any foreseeable events that would delay completion of the project? If yes, provide attachment to this form that lists the events. Yes No N/A

Item 4.

Will the project(s) covered by this request have impacts or effects on the environment that require mitigating measures? If yes, attach a summary listing of mitigating measures to this application and identify the name and date of the environmental document(s). Yes No N/A

Item 5.

Is the project covered by this request included in an approved Passenger Facility Charge (PFC) application or other Federal assistance program? If yes, please identify other funding sources by checking all applicable boxes. Yes No N/A

The project is included in an *approved* PFC application.
If included in an approved PFC application,
does the application *only* address AIP matching share? Yes No

The project is included in another Federal Assistance program. Its CFDA number is below.

Item 6.

Will the requested Federal assistance include Sponsor indirect costs as described in 2 CFR Appendix VII to Part 200, States and Local Government and Indian Tribe Indirect Cost Proposals? Yes No N/A

If the request for Federal assistance includes a claim for allowable indirect costs, select the applicable indirect cost rate the Sponsor proposes to apply:

De Minimis rate of 10% as permitted by 2 CFR § 200.414.

Negotiated Rate equal to _____ % as approved by _____ (the Cognizant Agency)
on _____ (Date) (2 CFR part 200, appendix VII).

Note: Refer to the instructions for limitations of application associated with claiming Sponsor indirect costs.

PART II - SECTION B

Certification Regarding Lobbying

The declarations made on this page are under the signature of the authorized representative as identified in box 21 of form SF-424, to which this form is attached. The term "Sponsor" refers to the applicant name provided in box 8 of the associated SF-424 form.

The Authorized Representative certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sponsor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Authorized Representative shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The Authorized Representative shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

PART II – SECTION C

The Sponsor hereby represents and certifies as follows:

1. Compatible Land Use – The Sponsor has taken the following actions to assure compatible usage of land adjacent to or in the vicinity of the airport:

The project is located within sponsor-owned property.

2. Defaults – The Sponsor is not in default on any obligation to the United States or any agency of the United States Government relative to the development, operation, or maintenance of any airport, except as stated herewith:

The Sponsor is not in default of any obligation to the United States or any agency of the United States government.

3. Possible Disabilities – There are no facts or circumstances (including the existence of effective or proposed leases, use agreements or other legal instruments affecting use of the Airport or the existence of pending litigation or other legal proceedings) which in reasonable probability might make it impossible for the Sponsor to carry out and complete the Project or carry out the provisions of the Grant Assurances, either by limiting its legal or financial ability or otherwise, except as follows:

The Sponsor has no facts/circumstances which would prevent completion of the project or compliance with Assurances

4. Consistency with Local Plans – The project is reasonably consistent with plans existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

The project is consistent with plans of public agencies authorized by the State of New York.

5. Consideration of Local Interest – It has given fair consideration to the interest of communities in or near where the project may be located.

The property has given fair consideration to the interest of communities near the airport.

6. Consultation with Users – In making a decision to undertake an airport development project under Title 49, United States Code, it has consulted with airport users that will potentially be affected by the project (§ 47105(a)(2)).

Airport users and stakeholders will be involved and considered during the design process.

7. Public Hearings – In projects involving the location of an airport, an airport runway or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

The project qualified for Categorical Exclusion under NEPA guidelines; therefore no Public Hearing was conducted.

8. Air and Water Quality Standards – In projects involving airport location, a major runway extension, or runway location it will provide for the Governor of the state in which the project is located to certify in writing to the Secretary that the project will be located, designed, constructed, and operated so as to comply with applicable air and water quality standards. In any case where such standards have not been approved and where applicable air and water quality standards have been promulgated by the Administrator of the Environmental Protection Agency, certification shall be obtained from such Administrator. Notice of certification or refusal to certify shall be provided within sixty days after the project application has been received by the Secretary.

N/A

PART II – SECTION C (Continued)

9. Exclusive Rights – There is no grant of an exclusive right for the conduct of any aeronautical activity at any airport owned or controlled by the Sponsor except as follows:

N/A

10. Land – (a) The sponsor holds the following property interest in the following areas of land, which are to be developed or used as part of or in connection with the Airport subject to the following exceptions, encumbrances, and adverse interests, all of which areas are identified on the aforementioned property map designated as Exhibit "A". [1]

The project is located within sponsor-owned property.

The Sponsor further certifies that the above is based on a title examination by a qualified attorney or title company and that such attorney or title company has determined that the Sponsor holds the above property interests.

(b) The Sponsor will acquire within a reasonable time, but in any event prior to the start of any construction work under the Project, the following property interest in the following areas of land on which such construction work is to be performed, all of which areas are identified on the aforementioned property map designated as Exhibit "A". [1]

N/A

(c) The Sponsor will acquire within a reasonable time, and if feasible prior to the completion of all construction work under the Project, the following property interest in the following areas of land which are to be developed or used as part of or in connection with the Airport as it will be upon completion of the Project, all of which areas are identified on the aforementioned property map designated as Exhibit "A". [1]

N/A

¹ State the character of property interest in each area and list and identify for each all exceptions, encumbrances, and adverse interests of every kind and nature, including liens, easements, leases, etc. The separate areas of land need only be identified here by the area numbers shown on the property map.

PART III – BUDGET INFORMATION – CONSTRUCTION

SECTION A – GENERAL	
1. Assistance Listing Number:	20.106
2. Functional or Other Breakout:	

SECTION B – CALCULATION OF FEDERAL GRANT			
Cost Classification	Latest Approved Amount (Use only for revisions)	Adjustment + or (-) Amount (Use only for revisions)	Total Amount Required
1. Administration expense			\$ 10,000
2. Preliminary expense			
3. Land, structures, right-of-way			
4. Architectural engineering basic fees			
5. Other Architectural engineering fees			
6. Project inspection fees			325,000
7. Land development			
8. Relocation Expenses			
9. Relocation payments to Individuals and Businesses			
10. Demolition and removal			
11. Construction and project improvement			1,997,115
12. Equipment			
13. Miscellaneous			1,480
14. Subtotal (Lines 1 through 13)			\$ 2,333,595
15. Estimated Income (if applicable)			
16. Net Project Amount (Line 14 minus 15)			
17. Less: Ineligible Exclusions (Section C, line 23 g.)			
18. Subtotal (Lines 16 through 17)			\$ 2,333,595
19. Federal Share requested of Line 18			2,100,235
20. Grantee share			116,680
21. Other shares			116,680
22. TOTAL PROJECT (Lines 19, 20 & 21)			\$ 2,333,595

SECTION C – EXCLUSIONS

23. Classification (Description of non-participating work)	Amount Ineligible for Participation
a.	
b.	
c.	
d.	
e.	
f.	
g. Total	

SECTION D – PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE

24. Grantee Share – Fund Categories	Amount
a. Securities	
b. Mortgages	
c. Appropriations (by Applicant)	116,680
d. Bonds	
e. Tax Levies	
f. Non-Cash	
g. Other (Explain):	
h. TOTAL - Grantee share	\$ 116,680
25. Other Shares	Amount
a. State	116,680
b. Other	
c. TOTAL - Other Shares	\$ 116,680
26. TOTAL NON-FEDERAL FINANCING	\$ 233,360

SECTION E – REMARKS

(Attach sheets if additional space is required)

EXHIBIT A: APRIL 2021

PART IV – PROGRAM NARRATIVE
(Suggested Format)

PROJECT: TAXIWAY A (NORTH) AND TAXIWAY D REHABILITATION (CONSTRUCTION & CI)
AIRPORT: SCHENECTADY COUNTY AIRPORT (SCH)
1. Objective: This project will include the construction, construction administration, and construction inspection for the rehabilitation of Taxiway A (North) and Taxiway D at Schenectady County Airport.
2. Benefits Anticipated: This project will include the Rehabilitation of Asphalt Pavement for Taxiway A (North of Taxiway B) and Taxiway D which will increase the usable lifespan of the surfaces. Also included will be the Reconstruction of the Edge Light System and Airfield Guidance Signs which will increase Airfield Safety. All improvements will meet current FAA Standards.
3. Approach: (See approved Scope of Work in Final Application) Rehabilitation of P-401 Asphalt Pavement; including Mill and Overlay of Existing Taxiway Geometry and miscellaneous Full-Depth Repair as needed. Taxiway A is 2,600' x 50' and Taxiway D is 1,200' x 50'. Reconstruction of existing Edge Light System (MITLs), PVC Conduit, Electrical Wiring, Bare Copper Counterpoise, and replacement of existing Constant Current Regulators. Reconstruction of existing Airfield Guidance Signs. Taxiway A at 6 each and Taxiway D at 3 each.
4. Geographic Location: Schenectady County Airport [42° 51' 9.2" N / 73° 55' 44.3" W]
5. If Applicable, Provide Additional Information: -
6. Sponsor's Representative: (include address & telephone number) Representative: Paul Sheldon Address: 100 Kellar Avenue; Schenectady, NY 12306-1126 Phone Number: 518-356-5340, ext. 3234

Statement by the Sponsor of Cost Reasonableness

Schenectady County Airport (SCH)

AIP 3-36-0106-XXX-2023

The sponsor certifies that in accordance with 2 CFR 200:

- Land and Easement Acquisition – a cost analysis was performed.**
- Equipment Acquisition and Construction (where there is adequate competition) – a price analysis was performed for the bids received.**
- Equipment Acquisition and Construction (where there was not two or more bidders) – a cost analysis was performed for the bid/proposal/quotes received.**
- Negotiated Professional Services – cost analysis was performed for professional services that were negotiated.**

The sponsor further recommends that the FAA accept this statement and analysis as evidence of cost reasonableness.



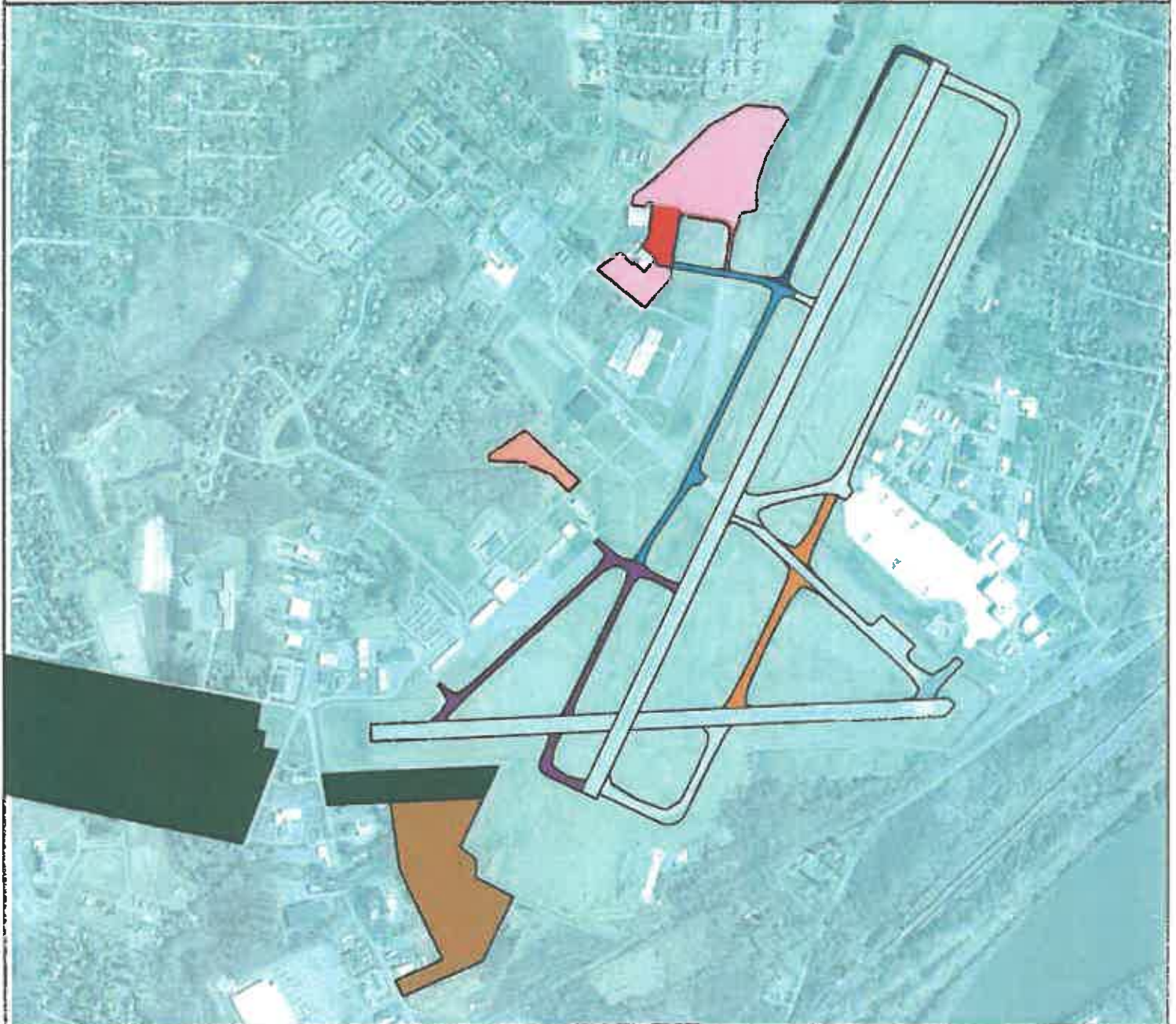
Paul Sheldon, P.E.
Commissioner of Aviation
Schenectady County Department of Engineering and Public Works

SUPPORTING DOCUMENTS

Attachments Include:

- **Project Sketch**
- **Environmental Documentation (CATEX)**
- **Consultant Scope and Fee**
- **Independent Fee Estimate (IFE)**
- **Bid Tabulations**

**SCHENECTADY COUNTY AIRPORT (SCH)
AIRPORT CAPITAL IMPROVEMENT PLAN (2023-2027)**



PROJECT	STUDY	DESIGN	CONSTRUCTION	MAP COLOR
(1) OFF-AIRPORT OBSTRUCTION REMOVAL	2020	2025	2026	Dark Green
(2) TAXIWAY A (NORTH) AND TAXIWAY D REHABILITATION	-	2021	2023	Blue
(3) TAXIWAY A (SOUTH) AND TAXIWAY B REHABILITATION	-	2022	2024	Purple
(4) TAXIWAY A EXTENSION	2025	2027	2029	Dark Blue
(5) GENERAL AVIATION NORTH APRON RECONSTRUCTION	-	2023	2025	Red
(6) REMOTE AIR TRAFFIC CONTROL TOWER	-	2026	2028	Light Red
(7) GENERAL AVIATION (NORTH) LAND DEVELOPMENT	-	2024	2025	Pink
(8) SOUTHERN LAND ACQUISITION AND DEVELOPMENT	-	2026	2027	Brown
(9) AIRFIELD SECURITY IMPROVEMENTS	-	2024	2026	NOT SHOWN
(10) TAXIWAY E EXTENSION	-	2027	2029	Orange

Item Description	Work Code	Percentage of Work	Construction	CA / O	Special Administration	Independent Fire Estimate	FAA (Share)	SAIS (Share)	SCM (Share)
Pavement Rehabilitation	RW TW IM (NPR 76)	74.9%	\$ 1,495,049.40	\$ 243,296.48	\$ 7,486.05	\$ 1,107.93	\$ 1,572,245.88	\$ 87,346.99	\$ 87,346.99
	Taxiway Pavement Totals		\$ 1,495,049.40	\$ 243,296.48	\$ 7,486.05	\$ 1,107.93	\$ 1,572,245.88	\$ 87,346.99	\$ 87,346.99
Taxiway Edge Lighting	RW TW LJ (NPR 76)	21.4%	\$ 426,715.60	\$ 69,441.45	\$ 2,136.66	\$ 316.23	\$ 448,748.95	\$ 24,930.50	\$ 24,930.50
	Airfield Lighting Totals		\$ 426,715.60	\$ 69,441.45	\$ 2,136.66	\$ 316.23	\$ 448,748.95	\$ 24,930.50	\$ 24,930.50
Aeronautical Guidance Signs	SI OT SG (NPR 44)	3.8%	\$ 75,350.00	\$ 12,262.06	\$ 377.29	\$ 55.84	\$ 79,240.68	\$ 4,402.26	\$ 4,402.26
	Aeronautical Signage Totals		\$ 75,350.00	\$ 12,262.06	\$ 377.29	\$ 55.84	\$ 79,240.68	\$ 4,402.26	\$ 4,402.26
Totals			\$ 2,997,115.00	\$ 325,000.00	\$ 10,000.00	\$ 1,880.00	\$ 3,399,235.34	\$ 116,679.75	\$ 116,679.75
							\$ 3,400,235.09	\$ 116,679.75	\$ 116,679.75
									\$ 2,233,593.00

Training / P.C.I.	46 (Per)
Training / P.C.I.	56 (Per)

The project will include a full and complete Rehabilitation of Taxiway A (North) and Taxiway D, as well as pavement markings. The project will also include the reconstruction of the existing Medium Intensity Taxiway Lights (MITL) for Taxiway A (North) and Taxiway D. The project also includes replacement of associated infrared signs, constant current resistors and related cables, conduct, grounding and associated circuit accessories for the lighting systems.

Construction Administration / Construction Inspection	\$ 325,000.00
Special P.A.A. Administration	\$ 10,000.00
Independent Fire Estimate	\$ 1,480.00

APPENDIX A. DOCUMENTED CATEX

Airport sponsors may use this form for projects eligible for a categorical exclusion (CATEX) that have greater potential for extraordinary circumstances or that otherwise require additional documentation, as described in the Environmental Orders (FAA Order 1050.1F and FAA Order 5050.4B).

To request a CATEX determination from the FAA, the sponsor should review potentially affected environmental resources, review the requirements of the applicable special purpose laws, and **consult with the Airports District Office or Regional Airports Division Office staff** about the type of information needed. The form and supporting documentation should be completed in accordance with the provisions of FAA Order 5050.4B, paragraph 302b, and submitted to the appropriate FAA Airports District/Division Office. The CATEX cannot be approved until all information/documentation is received and all requirements have been fulfilled.

Name of Airport, LOC ID, and location:

Schenectady County Airport (SCH), 21 Airport Road, Glenville, NY 12302.

Project Title:

Taxiway A (North) and Taxiway D Rehabilitation (Design)

Give a brief, but complete description of the proposed project, including all project components, justification, estimated start date, and duration of the project. Include connected actions necessary to implement the proposed project (including but not limited to moving NAVAIDs, change in flight procedures, haul routes, new material or expanded material sources, staging or disposal areas). Attach a sketch or plan of the proposed project. Photos can also be helpful.

This design project will include pavement rehabilitation of Taxiway A (north of Taxiway B) and Taxiway D (from Runway 4-22 to ESAM Apron). The project repairs deteriorating pavement that was last rehabilitated approximately 20 years ago. Full-depth reconstruction may be completed (less than 10% of total pavement area) should it be required. Pavement markings will also be replaced for both Taxiway A and Taxiway D. The overall dimensions of Taxiway A completed under this project is 2,600' x 50', and Taxiway D is 1,200' x 50'.

This design project will also include the reconstruction of the Medium Intensity Taxiway Edge Lights (MITLs) and associated airfield guidance signs for each taxiway. Items to be reconstructed in association with the MITLs shall include (but are not limited to) taxiway edge light fixtures and transformers, concrete base cans, 2-Inch PVC conduit, 5kv electrical cable, and bare copper counterpoise. Items to be reconstructed in association with the airfield guidance signs shall be pre-cast concrete foundations with base cans and size 2 guidance and directional signs. Also included with the reconstructed electrical system will be replacement of the existing Constant Current Regulators (CCRs) for Taxiway A and Taxiway D. Taxiway A is expected to include (4) guidance signs and Taxiway D is expected to include (4) guidance signs.

Preparer Information

Point of Contact: Nicole E. Frazer- Senior Scientist, CHA		
Address: Ill Winners Circle, P.O. Box 5258		
City: Albany	State: NY	Zip Code: 12205
Phone: 518-483-8211	Email Address: nfrazer@chacompanies.com	

Signature:  **Date:** 3-4-21

Airport Sponsor Information and Certification (may not be delegated to consultant)

Provide contact information for the designated sponsor point of contact and any other individuals requiring notification of the FAA decision.

Point of Contact: Joe Landry		
Address: 100 Kellar Avenue		
City: Schenectady	State: NY	Zip Code: 12306
Phone Number: 518-358-5344	Email Address: joe.landry@schenectadycounty.com	
Additional Name(s):	Additional Email Address(es):	

I certify that the information I have provided above is, to the best of my knowledge, correct. I also recognize and agree that no construction activity, including but not limited to site preparation, demolition, or land disturbance, shall proceed for the above proposed project(s) until FAA issues a final environmental decision for the proposed project(s) and until compliance with all other applicable FAA approval actions (e.g., ALP approval, airspace approval, grant approval) has occurred.

Signature:  **Date:** 3-4-21

FAA Decision

Having reviewed the above information, it is the FAA's decision that the proposed project (s) or development warrants environmental processing as indicated below.

Name of Airport, LOC ID, and location:

Schenectady County Airport (SCH), 21 Airport Road, Glenville, NY 12302

Project Title:

Taxiway A (North) and Taxiway D Rehabilitation (Design)

- No further NEPA review required. Project is categorically excluded per (cite applicable 1050.1.F CATEX that applies: 5-6.4g)
- ..An Environmental Assessment (EA) is required.
- ..An Environmental Impact Statement (EIS) is required.
- ..The following additional documentation is necessary for FAA to perform a complete environmental evaluation of the proposed project.

Name: Madelyn Sheehan

Title: Environmental Protection Specialist

Responsible FAA Official

Madelyn Terese
Sheehan

Digitally signed by Madelyn
Terese Sheehan
Date: 2021.04.02 11:23:40 -0400'

Signature:

Date:

PROJECT SCOPE OF SERVICES AND FEE PROPOSAL

TAXIWAY A (NORTH) AND TAXIWAY D REHABILITATION

**AT
SCHENECTADY COUNTY AIRPORT**

(CONSTRUCTION ADMINISTRATION / CONSTRUCTION INSPECTION)

NOVEMBER 2021

**SUBMITTED TO:
SCHENECTADY COUNTY DEPARTMENT OF
ENGINEERING AND PUBLIC WORKS**

**100 KELLAR AVENUE
SCHENECTADY, NEW YORK 12306
(518) 356-5340**



**SUBMITTED BY:
CHA CONSULTING, INC.**

**3 WINNERS CIRCLE
ALBANY, NEW YORK 12205
(518) 453-4500**





TABLE OF CONTENTS

A. PROJECT BACKGROUND 3

B. PROJECT DESCRIPTION..... 3

C. SCOPE OF SERVICES..... 4

TASK 1 – PROJECT MANAGEMENT AND ADMINISTRATION SERVICES4

 TASK 1.1 – ADMINISTRATION AND PROJECT MANAGEMENT 4

 TASK 1.2 – GRANT ADMINISTRATION 4

 TASK 1.3 – DISADVANTAGE BUSINESS ENTERPRISE (DBE) REPORTING 4

 TASK 1.4 – PROJECT SITE VISIT(S)..... 4

 TASK 1.5 – GRANT CLOSEOUT..... 4

TASK 2 – CONSTRUCTION ADMINISTRATION SERVICES.....5

 TASK 2.1 – PRE-CONSTRUCTION MEETING 5

 TASK 2.2 – CONSTRUCTION PHASING MEETING 5

 TASK 2.3 – SHOP DRAWING REVIEW 5

 TASK 2.4 – REQUESTS FOR INFORMATION 5

 TASK 2.5 – CONTRACTOR PAYMENT REQUESTS..... 5

 TASK 2.6 – AS-BUILT SURVEY 5

 TASK 2.7 – RECORD DRAWINGS 5

 TASK 2.8 – QUALITY ACCEPTANCE MATERIAL TESTING..... 5

TASK 3 – CONSTRUCTION INSPECTION SERVICES6

 TASK 3.1 – PRE-CONSTRUCTION PREPARATION AND COORDINATION..... 6

 TASK 3.2 – CONSTRUCTION SAFETY AND PHASING PLAN 6

 TASK 3.3 – CONSTRUCTION MANAGEMENT PLAN..... 6

 TASK 3.4 – STORMWATER POLLUTION PREVENTION PLAN INSPECTION..... 6

 TASK 3.5 – CONSTRUCTION INSPECTION..... 6

 TASK 3.6 – REPORTING..... 7

 TASK 3.7 – CONTRACTOR PAYMENT REQUESTS..... 7

 TASK 3.8 – FINAL INSPECTION AND PUNCH LIST COORDINATION..... 7

 TASK 3.9 – NEW YORK AIR NATIONAL GUARD (NYANG) COORDINATION..... 7

 TASK 3.10 – CONSTRUCTION CLOSEOUT 7

D. SUMMARY OF MEETINGS 7

E. SUMMARY OF EXPENSES 7

 TASK 1 EXPENSES 8

 TASK 2 EXPENSES 8

 TASK 3 EXPENSES 8

A. PROJECT BACKGROUND

Taxiway A (North) and Taxiway D are heavily used routes on the West side of Runway 4-22 for navigation around Schenectady County Airport (KSCH) and are in need of rehabilitation. Taxiway A is a partial parallel taxiway that provides access to multiple locations along Runway 4-22. Taxiway A also provides access to the South side of Runway 4-22, Runway 10, and Richmor Aviation (FBO) Apron and Hangar facilities. Taxiway D is a taxiway connector which provides access from Taxiway A and Runway 4-22 to the Empire State Aerosciences Museum (ESAM) General Aviation Apron. Each of these taxiways are significant to airport operations as they minimize the need for back taxiing and run-up operations on active runways.

Rehabilitation of each taxiway's pavement was last completed in 2004, making for the current asphalt lifespan to be 18 years. The pavement contains substantial longitudinal and transverse cracking and weathering. A Pavement Condition Index (PCI) Study of the taxiway pavement surfaces was completed on March 9th, 2021 with resulting PCI values of 46 (Poor) for Taxiway A (North) and 56 (Fair) for Taxiway D. Based on the results of the PCI study, this project will replace the asphalt pavement surface with milling and overlay of FAA P-401 Hot Mix Asphalt. Due to the current age, new Medium Intensity Taxiway Lights (MITL) will replace existing taxiway lighting, along with airfield signage, electrical regulators and conduits to prevent potential safety issues from developing. This project will also include temporary and permanent taxiway pavement markings. This program with design in FY2021 will be accordance with the Federal Aviation Administration Advisory Circular 150/5300-13B; *Airport Design* and the approved ALP. The program will be included in a discretionary grant application for FY2023 with anticipated construction to begin in the Spring/Summer.

B. PROJECT DESCRIPTION

The purpose of this proposal is to provide Construction Administration and Construction Inspection services to the Sponsor for the above referenced project.

Professional services will include the following elements:

- Administration and Project Management Services
- Construction Administration Services
- Construction Inspection Services

Components of the above-mentioned services shall include but are not limited to:

- Pre-Construction Meeting / Meeting Minutes
- Shop Drawing Review
- Full-time Construction Observation
- Progress Meetings / Meeting Minutes / Daily Reports
- Daily coordination with Air Traffic Control (ATC) and Airfield Operations
- Weekly FAA Construction Progress Reports
- Weekly Coordination with the Air National Guard (ANG)
- Implementation of the Construction Safety and Phasing Plan (CSPP)
- Review and Processing of Contractor Pay Estimates / Requests
- Project Modifications and Change Orders
- SWPPP and Support
- Development of As-Built Record Drawings
- Grant Administration - Closeout Documentation

All of these elements are eligible for funding as part of a Federal Aviation Administration (FAA) Airport Improvement Program (AIP) grant.



C. SCOPE OF SERVICES

TASK 1 – PROJECT MANAGEMENT AND ADMINISTRATION SERVICES

TASK 1.1 – ADMINISTRATION AND PROJECT MANAGEMENT

CHA Consulting, Inc. (CHA) will provide general project administration and coordination including interoffice staff review of the project's progress, interoffice communication, and dissemination of project data and information to staff in the form of internal memos, discussions, meetings, and updates to apprise the project team of new developments throughout the project. CHA will prepare an interoffice project work plan for distribution to the team members to inform them of the project goals and objectives including scope of work, team assignments and responsibilities, project budget, project schedule, project contacts, and contract requirements, obligations, and limitations.

CHA will provide general project administration and coordination including disseminating interim project data and information to the Schenectady County Department of Engineering and Public Works and Airport Management (i.e., the Sponsor), FAA, and CHA sub-consultants in the form of telephone conversations, letters, e-mail, copies, etc. to apprise the stake holders throughout the design of the project.

CHA will approve and process invoices received from sub-consultants and vendors providing service to CHA throughout the design and bid phases of the project. CHA will prepare and submit monthly invoices to the Sponsor for services provided and costs incurred.

This task will also include coordination of necessary updates to the Airport's FAA 5010 form as required

TASK 1.2 – GRANT ADMINISTRATION

CHA will develop, maintain, and submit on the County's behalf, the FAA's Standard Quarterly Performance Report for the federal grant associated with FY2023 grant. CHA will also assist the sponsor with AIP grant applications, drawdowns, grant close-out, and other documents as necessary.

TASK 1.3 – DISADVANTAGE BUSINESS ENTERPRISE (DBE) REPORTING

Schenectady County accepts obligations to maintain and operate their airport each time they accept a federal grant. One of these obligations is to remain in compliance with the federal guidelines of the Disadvantaged Business Enterprise program. CHA will review the Sponsors current Federal DBE Plan as it pertains to this project. This task includes monitoring and documenting DBE accomplishments throughout the duration of this project. CHA will complete and/or assist in submitting required documentation for Federal DBE reporting.

TASK 1.4 – PROJECT SITE VISIT(S)

Based on an anticipated construction schedule of 100 Calendar Days for the project, between July 2023 and October 2023, up to (10) site visits will be made by various team members. The estimated number of visits is based on anticipation of a site visit twice (2) a month during the proposed construction period and 4 additional site visits as required.

The construction duration shown above has been provided for the purposes of developing a project budget and is subject to change due to elements outside of CHA and/or County control.

TASK 1.5 – GRANT CLOSEOUT

CHA will coordinate with the Sponsor to obtain all information required to create and provide a Grant Closeout Package to FAA as per Order 5100.38D; *Airport Improvement Program Handbook*. Grant Closeout efforts will include providing to FAA the *Airport Sponsor Grant Closeout Worksheet*, Form 4040-0011, Form 4040-0014, *Sponsor Certification*, and all required backup



TASK 2 – CONSTRUCTION ADMINISTRATION SERVICES

TASK 2.1 – PRE-CONSTRUCTION MEETING

CHA will conduct a pre-construction meeting with the County, the Contractor, and other project stakeholders as deemed appropriate by the County. The intent of the meeting will be to discuss the general requirements and expectations of the project including schedule, site logistics, shop drawing and mix design requirements, quantities and progress payments, Construction Management Plan (CMP), Construction Safety Phasing Plan (CSPP) and other pertinent construction requirements conformed to the contract plans and specifications. CHA will provide a summary of this meeting for all attendees. This meeting is planned to be conducted in the Spring of 2023.

TASK 2.2 – CONSTRUCTION PHASING MEETING

Due to the phasing of this program, CHA will conduct meetings with the County, the Contractor and other project stakeholders as deemed appropriate by the County. The intent of the meeting will be to discuss the general requirements and expectations site logistics, maintenance of traffic, general plans, and other pertinent construction requirements. CHA will provide a summary of this meeting for all attendees. This meeting is anticipated to cover phasing and airport coordination.

TASK 2.3 – SHOP DRAWING REVIEW

CHA will review the Contractor's shop drawings, certifications, and test results for compliance with the Contract Documents. A shop drawing log will be developed, maintained and presented on a regular basis. Unless otherwise specified in the Contract Documents, CHA will check and approve the following for conformance with the Contract Documents.

TASK 2.4 – REQUESTS FOR INFORMATION

CHA will respond to Contractor's Request for Information (RFI's) and provide design consultation for unforeseen site conditions and resolution to construction related field issues.

TASK 2.5 – CONTRACTOR PAYMENT REQUESTS

Review Contractor pay requests in coordination with the Senior Construction Inspector and assist the County in determining amounts that are recommended to be paid and shall indicate its opinion by notation or signature on the application for payment. CHA will also complete the review of certified payroll reports for the work period associated with the pay requests. A payment application will be provided for the County to present to the legislature for approval

TASK 2.6 – AS-BUILT SURVEY

CHA will coordinate with the Sponsor to obtain all information required to create and provide a Grant Closeout Package to FAA as per Order 5100.38D; *Airport Improvement Program Handbook*. Grant Closeout efforts will include providing to FAA the *Airport Sponsor Grant Closeout Worksheet*, Form 4040-0011, Form 4040-0014, *Sponsor Certification*, and all required backup

TASK 2.7 – RECORD DRAWINGS

CHA will prepare a record of final quantities and provide Record Drawings on AutoCAD Release 2020 or latest version available to the County based on redline drawings supplied by the contractor and maintained by the RPR during construction. The Record Drawings will be provided to the County within 30 calendar days of CHA's receipt of the redline drawings from the contractor.

TASK 2.8 – QUALITY ACCEPTANCE MATERIAL TESTING

CHA will coordinate and administer the Quality Acceptance Testing sub-consultant throughout construction. This task includes general coordination and scheduling to have Quality Acceptance Testing personnel on-site when required. Quality Assurance Testing completed by the sub-consultant will include, but is not limited to Bituminous Asphalt Plant Testing, Portland Cement Concrete In-Field and Plant Testing, and Subbase Course density In-Field Testing. All other required testing (quality control) shall be the Contractor's responsibility.



TASK 3 – CONSTRUCTION INSPECTION SERVICES

TASK 3.1 – PRE-CONSTRUCTION PREPARATION AND COORDINATION

CHA's Senior Construction Inspector will develop all project files including daily, weekly, and progressive quantity records for use during the project. In addition, this task includes reviewing the construction contractor's schedule and coordinating with the County for construction commencement for items such as pavement closures, NOTAM's, etc.

TASK 3.2 – CONSTRUCTION SAFETY AND PHASING PLAN

Prior to the start of construction, CHA will coordinate with the County, Airport, Air National Guard, the Contractor, and any other required parties, the scheduling of a Construction Safety and Phasing Meeting. This meeting will review the CSPP as bid and address any concerns of all attending parties. CHA will maintain coordination and implementation of the CSPP with all critical parties during construction.

TASK 3.3 – CONSTRUCTION MANAGEMENT PLAN

Prior to the start of construction, CHA will prepare and provide a Construction Management Program per FAA requirements. CHA will designate the points of contact for all Construction Management personnel and their responsibilities and their role in the successful completion of the project.

TASK 3.4 – STORMWATER POLLUTION PREVENTION PLAN INSPECTION

Inspection and Reporting requirements of the SWPPP permit shall be completed during the course of construction. Inspections will typically be completed at a minimum every 7 calendar days, or after sufficient rainfall. The contractor will be notified of and required to repair any damage or issues with the erosion control methods associated with the SWPPP.

CHA anticipates utilizing a DBE sub-contractor for this task in order to meet required Federal DBE Goals under this project. CHA's Senior Construction Inspector will review and coordinate with the DBE sub-contractor regarding the completion and documentation of the required reporting.

TASK 3.5 – CONSTRUCTION INSPECTION

CHA will provide a Senior Construction Inspector to observe and monitor the construction work for compliance with the Contract Documents. CHA neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the Work in accordance with Contract Documents. CHA will Consult with and advise the County, act as the County's representative and issue instructions of the County to the Contractor.

The Senior Construction Inspector will observe the progress and the quality of the executed work and to determine if the work is proceeding in accordance with the Contract Documents, the New York State Uniform Fire Prevention and Building Code, Federal handicapped accessibility requirements, and ANSI/CABO 92.

The Senior Construction Inspector will maintain daily reports, documenting the work completed and activities done by the Prime and Sub Contractors. The inspector will assure construction is proceeding as depicted in the construction documents and technical specifications.

The Senior Construction Inspector will attend regularly scheduled job meetings, progress meetings, pay estimate meetings and coordination meetings. When required by the County, a Principal of the firm in responsible charge of the Project, as well as the Project Manager, shall be designated to attend all or certain of these meetings.

Based on on-site observations as an experienced and qualified design professional, CHA will keep the County informed, in writing, about the progress of the work and notify the County of any defects or deficiencies in the Contractor's work. CHA will not be responsible for the techniques and sequences of construction, the safety of the Contractor's or subcontractor(s) personnel, or the Contractor's failure to perform the work in accordance with the Contract Documents. CHA will be responsible for the safety of his own employees, sub-consultants and agents.

Based on a proposed construction schedule of 100 Calendar Days for the project, the Senior Construction Inspector will be on-site each working day. Budget values for the Senior Construction Inspector are based on 5 working days



per week for 8 hours paid at a straight time rate and 4 hours paid at an overtime rate (12 total hours worked per day). The anticipated timeframes for construction and post-construction activities are as follows:

Pre-Construction Period: Winter 2022/2023
 Construction Period: Spring 2023 – Summer 2023
 Post-Construction Period: Fall 2023

TASK 3.6 – REPORTING

CHA’s Senior Construction Inspector will maintain daily reports, maintain project photos, monitor and track quantities, and perform random wage scale interviews for the project. On a monthly basis, CHA will provide to the County a status report on the quantities and dollars used to date versus the projected quantities and dollars to be used at the end of the project.

TASK 3.7 – CONTRACTOR PAYMENT REQUESTS

CHA’s Senior Construction Inspector will review Contractor pay requests and certified payrolls and assist the Engineer and County in determining amounts that are recommended to be paid and shall indicate its opinion by notation or signature on the application for payment.

TASK 3.8 – FINAL INSPECTION AND PUNCH LIST COORDINATION

CHA will conduct a final inspection of the project and develop a punch list of outstanding items to be completed. This task includes follow-up coordination with the Contractor to ensure items are complete. An additional site visit is anticipated by the Resident Engineer with this task.

TASK 3.9 – NEW YORK AIR NATIONAL GUARD (NYANG) COORDINATION

CHA’s Senior Construction Inspector will contact NYANG operational personnel and invite them to the weekly progress meetings to discuss planned activity, construction locations, and confirm procedural requirements. A record of these meetings will be retained.

TASK 3.10 – CONSTRUCTION CLOSEOUT

At the completion of the project, submit on CD a Project Closeout Package. This will include an executive project summary, all daily and weekly inspection reports, pay requests, RFT’s, PR’s, change orders, project photos, shop drawings, progressive records, and testing reports. The testing reports will include a materials final test and quality report documenting the results of all tests performed, highlighting those tests that failed, or did not meet the applicable test standard. The report shall include pay deductions applied and reasons for accepting any out-of-tolerance material and all shop drawing submittals.

Also included with this Task will be coordination of final project closeout documentation such as Unconditional Waiver of Liens from all subcontractors and suppliers, One (1) year warranty inspection, and Operational and Maintenance (O&M) manual (if required), etc.

D. SUMMARY OF MEETINGS

Meeting Name	CHA Attendee’s	No. of Meetings
Pre-Construction Meeting	4	1
Construction Safety and Phasing Meeting	4	1
Weekly Progress Meetings	2	18
Final Inspection and Walk-Through	4	1
One Year Inspection	2	1

E. SUMMARY OF EXPENSES

Each task outlined above contained specific expenses that are anticipated to be encountered over the course of the project. The following are the assumptions made based on prior experience of work and requirements of the project.



TASK 1 EXPENSES

Document Production: CHA assumes that over the course of this task, the production of miscellaneous Grant, DBE Report, and Project Closeout documents will be produced for both review and dissemination to required parties.

Hotel / Per Diem: As stated in Task 1.1 – Project Site Visits, it is assumed that at least 10 site visits will be made by members of the project design team during the course of construction. The members of the design team are anticipated to be traveling from as far as Rochester, New York. Based on this travel distance, it should be expected that a site visit will be considered a full day trip, therefore require Hotel or Per Diem accommodations.

Mileage: As stated in Task 1.1 – Project Site Visits, it is assumed that at least 10 site visits will be made by members of the project design team during the course of construction. The members of the design team are anticipated to be traveling from as far as Rochester, New York. Based on this travel distance of 420 miles round-trip, it is expected that approximately 4,200 miles will be expensed at the expected 2023 IRS Mileage Rate.

TASK 2 EXPENSES

Document Production: CHA assumes that over the course of this task, the production of documents for the Pre-Construction Meeting, Construction Phasing Meeting, Shop Drawing Review, Contractor Payment Requests, RFI's, and Record Drawing production will be produced for both review and dissemination to required parties.

Hotel / Per Diem: Based on Task 2.1 – Pre-Construction Meeting and Task 2.2 – Construction Phasing Meeting, it is expected that at least 2 members of the project design team will be present. The members of the design team are anticipated to be traveling from as far as Rochester, New York. Based on this travel distance, it should be expected that participation at the meeting will be considered a full day trip, therefore require Hotel or Per Diem accommodations.

Mileage: Based on Task 2.1 – Pre-Construction Meeting and Task 2.2 – Construction Phasing Meeting, it is expected that at least 2 members of the project design team will be present. The members of the design team are anticipated to be traveling from as far as Rochester, New York. Based on this travel distance of 420 miles round-trip, it is expected that approximately 1,600 miles will be expensed at the expected 2023 IRS Mileage Rate.

TASK 3 EXPENSES

Document Production: CHA assumes that over the course of this task, the production of documents for Construction Inspection Reporting, SWPPP Inspections, Contractor Payment Requests, and various Construction Closeout documentation will be produced for both review and dissemination to required parties.

Construction Inspection Vehicle: Based on past projects, it is expected that the Engineer's Field Office will be located in the Air Traffic Control Tower. Due to the proximity of the ATCT to the project site, a construction vehicle is required for the Senior Construction Inspector to traverse the job site with documentation and inspection equipment. CHA expects to rent and/or short-term lease a Full-Size Truck to accommodate this requirement. The vehicle will be utilized for the entire duration of the project.

Fuel Reimbursement: Due to the need to have an on-site Construction Inspection Vehicle, fuel reimbursement is expected for the duration of the project as well. While not traveling and adding significant miles to the vehicle, it is expected that the vehicle will be regularly running in order to accommodate the use of its electrical system and temperature control system by the Senior Construction Inspector. A minimum of (1) 26-Gallon tank of fuel should be expected to be utilized per week for the duration of the project.

SUMMARY OF FEES

**Schenectady County Airport
 Taxiway A (North) and Taxiway D Rehabilitation
 Construction Administration / Construction Inspection Services
 December 2, 2022**

TASK	DESCRIPTION	EFFORT (Hours)	COST
1	ADMINISTRATION AND PROJECT MANAGEMENT SERVICES	380	\$ 61,524.64
2	CONSTRUCTION ADMINISTRATION SERVICES	386	\$ 52,214.56
3	CONSTRUCTION INSPECTION SERVICES	1202	\$ 211,357.26
	GRAND TOTAL	1968	\$ 325,096.46
FINAL FEE AMOUNT = \$ 325,000.00			

SUMMARY OF FEES

**Schenectady County Airport
Taxiway A (North) and Taxiway D Rehabilitation
Construction Administration / Construction Inspection Services
December 2, 2022**

ADMINISTRATION AND PROJECT MANAGEMENT SERVICES		Project Manager	Cost Manager	Senior Engineer (SE)	Assistant Engineer (AE)	Senior Civil Inspector (SCI)	Senior Civil Inspector (SCI)	CAD Technician	Technical Staff (TSP)	Project Coordinator / Tech	Subtotal
1.1	Administration and Project Management	8	16							16	100
1.2	Grant Administration	4								8	76
1.3	Disadvantage Business Enterprise (DBE) Reporting	4		8						24	40
1.4	Project Site Visits	8	4	20						40	48
1.5	Grant Closeout	4		8						40	116
TOTAL HOURS		28	20	36	0	40	0	0	0	104	380
Hourly Rate		\$ 75.00	\$ 70.00	\$ 55.00	\$ 48.00	\$ 43.00	\$ 64.50	\$ 40.00	\$ 35.00	\$ 36.00	\$ 35.00
Direct Labor Cost		\$ 2,100.00	\$ 1,400.00	\$ 1,980.00	\$ -	\$ 1,720.00	\$ -	\$ -	\$ -	\$ 3,768.00	\$ 20,744.00
Subcontractors											
Total Direct Labor Cost = \$ 20,744.00											
Overhead Costs at 1.3640 = \$ 28,294.82											
Total Labor Cost = \$ 49,038.82											
Fixed Fee at 15% = \$ 7,355.82											
Subcontractant Fees = \$ -											
Expenses = \$ 5,190.00											
TOTAL EXPENSES = \$ 81,384.46											
TOTAL SUBCONTRACT FEES = \$ -											
Expenses:											
Document Production \$ 500.00											
Hotel/Per Diem \$ 2,000.00											
Mileage \$ 2,690.00											

SUMMARY OF FEES

Schenectady County Airport
 Taxiway A (North) and Taxiway D Rehabilitation
 Construction Administration / Construction Inspection Services
 December 2, 2022

CONSTRUCTION ADMINISTRATION SERVICES	DESIGNATION										Project Completion /Task	Subtotal	
	Principal / Days	Project Manager	Cost Manager	Senior Engineer (%)	Assistant Engineer (%)	Application Engineer (%)	Senior Const. Inspector (%)	Senior Const. Inspector (%)	Senior Const. Inspector (%)	Senior Const. Inspector (%)			
2.1 Pre Construction Meeting	2	4	2	4	4	2	2	2	2	2	2	2	72
2.2 Construction Planning Meeting	2	4	2	4	4	2	2	2	2	2	2	2	70
2.3 Shop Drawing Review	4	4	4	16	40	8	8	8	8	8	8	8	76
2.4 Requests for Information	4	4	4	16	24	4	4	4	4	4	4	4	36
2.5 Contractor Payment Requests	2	2	2	4	16	2	2	2	2	2	2	2	48
2.6 As-Built Survey	2	2	2	8	12	8	8	8	8	8	8	8	46
2.7 Record Drawings	2	2	2	8	24	8	8	8	8	8	8	8	76
2.8 Quality Acceptance Material Testing	2	4	4	8	8	8	16	16	16	16	16	16	42
Total Hours	6	26	12	88	132	24	72	72	72	72	72	72	866
Hourly Rate	\$ 75.00	\$ 70.00	\$ 70.00	\$ 55.00	\$ 43.00	\$ 37.00	\$ 43.00	\$ 43.00	\$ 43.00	\$ 43.00	\$ 43.00	\$ 43.00	\$ 35.00
Direct Labor Cost	\$ 450.00	\$ 1,820.00	\$ 840.00	\$ 3,740.00	\$ 5,676.00	\$ 888.00	\$ 3,096.00	\$ 3,096.00	\$ 3,096.00	\$ 3,096.00	\$ 3,096.00	\$ 3,096.00	\$ 18,342.00

Sub-Consultant:

Total Direct Labor Cost = \$ 18,342.00
 Overhead Rate at 1.3540 = \$ 25,018.49
 Total Labor Cost = \$ 43,360.49
 Fixed Fee at 15% = \$ 6,504.07
 Sub-Consultant Fees = \$
 Expenses = \$ 2,350.00

TOTAL SUBCONSULTANT FEES

Document Production
 Hotel/Per Diem
 Mileage

\$ 500.00
 \$ 800.00
 \$ 1,050.00

TOTAL EXPENSES \$ 1,350.00

SUMMARY OF FEES

**Schenectady County Airport
Taxiway A (North) and Taxiway D Rehabilitation
Construction Administration / Construction Inspection Services
December 2, 2022**

TASK 3	DISCIPLINES												SUBTOTAL
	Principal as Change	Project Manager	Cost Manager	Senior Inspector	Assistant Inspector	Quality Inspector	Survey Inspector	ASAC Technician	Technical Inspector	Grant Admin.	Project Coordinator	Subtotal	
3.1	4	8	4	13	4							28	
3.2	2	2	4	8								16	
3.3	2	2	4	8								16	
3.4	4	4	4	8								20	
3.5						600						900	
3.6	4	4	4	16	40							64	
3.7	2	2	2	4	16							20	
3.8	4	4	4	12	12							28	
3.9	8	8	8	40	40							100	
3.10											32	8	
TOTAL													
Total Hours													
Hourly Rate													
Direct Labor Cost													
Subcontractor													
SWPPP Inspection (DBE Sub-Contractor)													
Material Testing (P-401 Asphalt)													
EXPENSES													
Document Production													
Construction Inspection Vehicle													
Fuel Reimbursement													

Total Direct Labor Cost = \$ 59,960.00
 Overhead Rate at 1.5640 = \$ 84,782.44
 Total Labor Cost = \$ 144,742.44
 Fixed Fee at 15% = \$ 21,711.82
 Sub-Contractor Fees = \$ 40,000.00
 Expenses = \$ 8,550.00

Document Production \$ 1,000.00
 Construction Inspection Vehicle \$ 6,000.00
 Fuel Reimbursement \$ 1,350.00

TOTAL LABOR COST	144,742.44
TOTAL FEES	166,454.26
TOTAL PROJECT	166,454.26

Construction Inspector (Straight Time)	
100	Total Calendar Days
15	Total Weeks of Project
5	Days per Work Week
75	Total Work Days of Project
8	Estimated Hours per Day
600	Total Worked Hours of Project
	<i>Value Input by User</i>
	<i>Value Calculated by Excel</i>

Construction Inspector (Overtime)	
100	Total Calendar Days
15	Total Weeks of Project
5	Days per Work Week
75	Total Work Days of Project
4	Estimated OT Hours per Day
300	Total Worked OT Hours of Project
	<i>Value Input by User</i>
	<i>Value Calculated by Excel</i>

Task 1 Expenses	
Document Production =	\$ 500.00
Daily Rate =	\$ 200.00
Days =	10
Hotel / Per Diem =	\$ 2,000.00
Miles (Round-Trip) =	420
Trips =	10
IRS Mileage Rate =	\$ 0.628
Mileage =	\$ 2,637.60
Mileage Rounded Down =	\$ 2,630.00 *

Task 2 Expenses	
Document Production =	\$ 500.00
Daily Rate =	\$ 200.00
Days =	4
Hotel / Per Diem =	\$ 800.00
Miles (Round-Trip) =	420
Trips =	4
IRS Mileage Rate =	\$ 0.628
Mileage =	\$ 1,055.04
Mileage =	\$ 1,050.00 *

Task 3 Expenses	
Document Production =	\$ 1,000.00
Rate per Week =	\$ 400.00
Weeks =	15
Construction Insp. Vehicle =	\$ 6,000.00
Gallons per Week =	30
Weeks =	15
Fuel Price per Gallon =	\$ 3.00
Fuel Reimbursement =	\$ 1,350.00
Fuel Reimbursement =	\$ 1,350.00 *

	Value Input by User
	Value Calculated by Excel
	* Value Rounded Down



Airport & Aviation Consultants

December 29, 2022

Mr. Peter Knutson
Senior Civil Engineer
Schenectady County
Department of Engineering and Public Works
100 Kellar Avenue
Schenectady, New York 12306

Via Electronic Mail
peter.knutson@schenectadycounty.com

Re: Independent Fee Estimate
T/W A (North) and T/W D Rehabilitation Construction Administration
and Inspection Services
Schenectady County Airport

Dear Mr. Knutson:

QED is pleased to submit our independent fee estimate for the construction administration and inspection services for Taxiways A (North) and D rehabilitation as detailed in the scope of services prepared by your consultant, CHA. Our independent fee estimate is summarized on the enclosed spreadsheet. The estimate reflects our interpretation of the requisite level of effort to accomplish the defined work tasks as though our firm would be staffing and providing all of the required services. Further, the independent fee estimate also takes into consideration the previous experience of CHA at the Airport, which enables the firm to take advantage of readily available information on site conditions from past projects. This experience factor is taken into consideration in our estimates of the required level of effort as if we were in the same position. Our estimate of the required services is \$350,140.

Please compare this independent fee estimate with that proposed by your consultant, CHA. If it is within 10 percent of each other, you may conclude that their proposed fee is appropriate for the defined scopes of services. Otherwise, we will need to discuss why there is a difference and attempt to resolve it. Usually, the difference is a matter of interpretation of the scope of services and the intended level of effort.

Please contact us if you have any questions or require further information. We appreciate this opportunity to be of service to Schenectady County and wish you every success in the continued improvement of the Airport.

Sincerely,

Ronald F. Price, P.E.
Principal

QED

Airport & Aviation Consultants

Enclosure

Independent Fee Estimate
Taxway A (North) and Taxway D Rehabilitation (Construction and Inspection)
 Schenectady County Airport, New York
 December 25, 2022

Task	Person-Hours										Total	Bid Item #	Comments
	Project Manager	Senior Civil Engineer	Civil Engineer	Electrical Engineer	Structural Engineer	Assistant Engineer	Assistant Engineer	Word Processor	Assistant	Other			
1 Project Management and Administration Services													
1.1 Administration	4	0	0	0	0	0	0	0	0	0	0	0	11,640
1.2 Grant Administration	16	0	32	0	0	0	0	0	0	0	0	0	13,800
1.3 Disadvantaged Business Enterprises (DBE) Reporting	4	0	0	0	0	0	0	0	0	0	0	0	3,240
1.4 Project Site Visits	0	0	0	0	0	0	0	0	0	0	0	0	0
1.6 Grant Closeout	0	0	0	0	0	0	0	0	0	0	0	0	0
Subtotal	24	0	32	0	0	0	0	0	0	0	0	0	28,680
2 Construction Administration Services													
2.1 Pre-Construction Meeting	8	0	0	0	0	0	0	0	0	0	0	0	6,840
2.2 Construction Meeting	8	0	0	0	0	0	0	0	0	0	0	0	6,840
2.3 Shop Drawing Review	16	0	32	0	0	0	0	0	0	0	0	0	13,800
2.4 Construction Inspection	6	0	0	0	0	0	0	0	0	0	0	0	5,160
2.5 Contract Payment Requests	8	0	0	0	0	0	0	0	0	0	0	0	6,840
2.6 As-Built Survey	16	0	0	0	0	0	0	0	0	0	0	0	13,800
2.7 Record Drawings	8	0	0	0	0	0	0	0	0	0	0	0	6,840
2.8 Quality Acceptance Method Testing	8	0	0	0	0	0	0	0	0	0	0	0	6,840
Subtotal	76	0	64	0	0	0	0	0	0	0	0	0	83,280
3 Construction Inspection Services													
3.1 Pre-Construction Preparation and Coordination	8	0	0	0	0	0	0	0	0	0	0	0	6,840
3.2 Construction Safety and Paving Plan	4	0	0	0	0	0	0	0	0	0	0	0	3,420
3.3 Construction Management Plan	4	0	0	0	0	0	0	0	0	0	0	0	3,420
3.4 Construction Inspection	16	0	32	0	0	0	0	0	0	0	0	0	13,800
3.5 Construction Inspection	4	0	0	0	0	0	0	0	0	0	0	0	3,420
3.6 Reporting	4	0	0	0	0	0	0	0	0	0	0	0	3,420
3.7 Contractor Payment Requests	4	0	0	0	0	0	0	0	0	0	0	0	3,420
3.8 Final Inspection and Punchlist Coordination	4	0	0	0	0	0	0	0	0	0	0	0	3,420
3.9 New York AS/National Guard (NYANG) Coordination	4	0	0	0	0	0	0	0	0	0	0	0	3,420
3.10 Construction Closeout	16	0	32	0	0	0	0	0	0	0	0	0	13,800
Subtotal	68	0	64	0	0	0	0	0	0	0	0	0	77,160
Total	128	0	96	0	0	0	0	0	0	0	0	0	115,140
Hourly Billing Rate (\$/hr)	265	230	165	240	185	125	110	150	65				
Labour Cost (\$)	33,920	44,200	63,360	9,600	27,900	127,500	33,780	16,800	5,125				
Expenses (\$)													
TOTAL BUDGET (\$)													

QED

365,145



May 8, 2023

Paul Sheldon, P.E.
Commissioner of Aviation
Schenectady County Airport
100 Kellar Avenue
Schenectady, New York 12306

**RE: Letter of Recommendation
Taxiway A (North) and Taxiway D Rehabilitation
FAA AIP No. 03-36-0106-062-2021
SCH Contract No. RFB-2021-48
CHA Project No. 069460.000**

Mr. Sheldon,

Two bids were received and opened by Schenectady County for the above referenced project on May 4th, 2023 at 2:00 pm. Rifenburg Construction, Inc. is the apparent low bidder for the project. Bids received were as follows:

COMPANY	TOTAL BID
Callanan Industries, Inc.	\$ 2,345,678.90
Rifenburg Construction, Inc.	\$ 1,997,115.00
CHA Consulting, Inc (Engineers Estimate)	\$ 2,102,768.18

Bid Review:

CHA spoke to Russel Huta of Rifenburg Construction, Inc. on May 8th, 2023 to officially notify them of being the apparent low-bidder for the project. Mr. Huta was notified that the FAA Final Grant Application will be submitted on May 15th, 2023. After the submission of the Grant Application, Mr. Huta was notified that CHA will begin coordination of the Pre-Construction Meeting to take place.

CHA has decided not to contact any of the references provided by Rifenburg Construction, Inc as knowledge of their previously won Aviation projects at various New York State airports is universally positive. It is widely known that these projects proceeded smoothly and were completed to the satisfaction of the Sponsor.

Disadvantage Business Enterprise (DBE) Requirements:

Schenectady County's DBE Goal is 2.7% for this project. Rifenburg Construction, Inc. documented in their Bid Proposal that they are committed to meet the entire DBE Goal Percentage for the this project.

Recommendation:

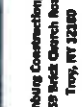
Based on the bid documentation provided to CHA, the requirements of Schenectady County and applicable Federal requirements, CHA recommends award of the contract to Rifenburg Construction, Inc. as the responsible low bidder.

If you have any questions or require additional information, please contact me at your convenience.

Sincerely,

Matthew T. Florell
Project Engineer / Senior Inspector

ITEM SUMMARY



Client: Schoenwaddy County Airport
 Project: Taxiway A (North) and Taxiway D Rehabilitation
 AIP No. 09-36-0106-062-2021
 Date: May 5, 2023

Collman Industries, Inc.
 8 Southwicks Blvd
 Albany, NY 12211

Rheinberg Construction, Inc.
 129 West Church Road
 Troy, NY 12180

ITEM ID	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	ESTIMATED COST	AMOUNT	ESTIMATE PRICE COST	UNIT PRICE	ESTIMATE PRICE COST
C-100-5.1	CONTRACTOR QUALITY CONTROL PROGRAM (COOP)	LS	1	\$50,000.00	\$50,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00
C-102-5.1	INSTALLATION AND REMOVAL OF SILT FENCE	LF	5,110	\$5.00	\$25,550.00	\$4.00	\$20,440.00	\$4.00	\$20,440.00
C-102-5.2	INSTALLATION AND REMOVAL OF INLET PROTECTION	EA	7	\$900.00	\$6,300.00	\$1,000.00	\$7,000.00	\$995.00	\$6,965.00
D-701-5.1	12 - INCH DIA. HDPE PIPE	LF	55	\$90.00	\$4,950.00	\$95.00	\$5,225.00	\$68.00	\$3,740.00
D-701-5.2	12 - INCH DIA. GALVANIZED STEEL END SECTION	EA	2	\$2,500.00	\$5,000.00	\$2,000.00	\$4,000.00	\$5,000.00	\$10,000.00
D-705-5.1	ADJUST EXISTING UNDERDRAIN CLEANOUT	EA	10	\$150.00	\$1,500.00	\$1,500.00	\$1,500.00	\$675.00	\$6,750.00
D-751-5.1	ADJUST EXISTING DRAINAGE STRUCTURES	EA	2	\$2,000.00	\$4,000.00	\$5,000.00	\$10,000.00	\$1,545.00	\$3,090.00
L-108-5.1	No. 8 AWG. SVL L-BLA. TYPE C CABLE (INSTALLED IN CONDUIT)	LF	11,880	\$2.00	\$23,760.00	\$3.15	\$37,284.50	\$2.38	\$28,155.40
L-108-5.2	No. 6 AWG. SOLID. BARE COPPER COUNTERPOISE WIRE (INSTALLED IN TRENCH)	LF	7,960	\$5.00	\$39,800.00	\$5.00	\$39,800.00	\$4.19	\$33,352.40
L-108-5.3	ELECTRICAL JUMPER CABLE	LF	5,120	\$3.00	\$15,360.00	\$7.60	\$38,912.00	\$4.69	\$24,012.80
L-109-7.1	INSTALLATION OF ELECTRICAL VAULT EQUIPMENT	LS	1	\$45,000.00	\$45,000.00	\$40,000.00	\$40,000.00	\$13.50	\$13,500.00
L-110-5.1	2-INCH SCHEDULE 40 PVC CONDUIT (INSTALLED IN TRENCH)	LF	9,450	\$12.00	\$113,400.00	\$12.00	\$113,400.00	\$13.50	\$127,675.00
L-110-5.2	2-INCH RIGID GALVANIZED STEEL CONDUIT (EMCASED IN CONCRETE)	LF	60	\$125.00	\$7,500.00	\$130.00	\$7,800.00	\$45.00	\$2,700.00
L-115-5.1	ADJUST EXISTING ELECTRICAL STRUCTURE	EA	6	\$3,500.00	\$21,000.00	\$1,045.00	\$6,270.00	\$1,875.00	\$11,250.00
L-125-5.1	REMOVE EXISTING EDGE LIGHT FIXTURE AND BASE (IN TURN)	EA	117	\$330.00	\$38,610.00	\$182.00	\$21,294.00	\$69.00	\$8,103.00
L-125-5.2	MEDIUM INTENSITY TAXIWAY EDGE LIGHT ON NEW BASE	EA	120	\$1,750.00	\$210,000.00	\$1,800.00	\$216,000.00	\$1,962.50	\$235,500.00
L-125-5.3	REMOVE EXISTING AIRFIELD GUIDANCE SIGN AND BASE	EA	12	\$3,500.00	\$42,000.00	\$700.00	\$8,400.00	\$475.00	\$5,700.00
L-125-5.4	INSTALL NEW AIRFIELD GUIDANCE SIGN ON NEW BASE - SIZE 1.1 MODULE	EA	1	\$3,500.00	\$3,500.00	\$5,700.00	\$5,700.00	\$4,500.00	\$4,500.00
L-125-5.5	INSTALL NEW AIRFIELD GUIDANCE SIGN ON NEW BASE - SIZE 2.1 MODULE	EA	5	\$4,500.00	\$22,500.00	\$7,500.00	\$37,500.00	\$6,250.00	\$31,250.00
L-125-5.6	INSTALL NEW AIRFIELD GUIDANCE SIGN ON NEW BASE - SIZE 3.1 MODULE	EA	3	\$6,000.00	\$18,000.00	\$9,200.00	\$27,600.00	\$8,500.00	\$25,500.00
L-125-5.7	RETROREFLECTIVE EDGE MARKER	EA	18	\$250.00	\$4,500.00	\$112.00	\$2,016.00	\$200.00	\$3,600.00
P-101-5.1	PRODUCTION COLD MILLING	SY	3,420	\$8.00	\$27,360.00	\$1.00	\$3,420.00	\$1.50	\$5,130.00
P-101-5.2	TYPE II CRACK REPAIR (DEEPER THAN 3/4")	LF	6,000	\$4.00	\$24,000.00	\$1.00	\$6,000.00	\$0.00	\$0.00
P-101-5.3	TEMPORARY TARLINE SURFACE PREPARATION	LF	1,000	\$15.00	\$15,000.00	\$16.00	\$16,000.00	\$15.00	\$15,000.00
P-152-4.1	UNDERCUT (UNDISTURBED)	LS	1	\$15,000.00	\$15,000.00	\$50,000.00	\$50,000.00	\$8,000.00	\$8,000.00
P-152-4.2	SPECIAL SUBGRADE TREATMENT	CY	187	\$70.00	\$13,090.00	\$60.00	\$11,220.00	\$22.25	\$4,167.50
P-154-5.1	SUBBASE COURSE	CY	187	\$75.00	\$14,025.00	\$160.00	\$29,920.00	\$45.50	\$8,508.50
P-154-5.2	SEPARATION GEOTEXTILE	CY	250	\$85.00	\$21,250.00	\$190.00	\$47,500.00	\$61.00	\$15,250.00
P-209-5.1	CRUSHED AGGREGATE BASE COURSE	CY	70	\$130.00	\$9,100.00	\$500.00	\$35,000.00	\$124.00	\$8,680.00
P-401-8.1	ASPHALT BASE COURSE	TON	150	\$100.00	\$15,000.00	\$225.00	\$42,750.00	\$154.00	\$23,260.00
P-401-8.2	ASPHALT SURFACE COURSE	TON	4,140	\$115.00	\$476,100.00	\$120.00	\$496,800.00	\$110.00	\$455,400.00
P-603-5.1	EMULSIFIED ASPHALT TACK COAT	GAL	3,520	\$7.50	\$26,400.00	\$290.00	\$1,021.00	\$117.00	\$79,710.00
P-620-5.1	TEMPORARY PAVEMENT MARKINGS	SF	5,990	\$9.00	\$53,910.00	\$4.65	\$27,853.50	\$4.65	\$27,853.50
P-620-5.2	PERMANENT PAVEMENT MARKINGS	SF	9,240	\$3.00	\$27,720.00	\$3.85	\$35,474.00	\$3.85	\$35,474.00
P-620-5.3	PAVEMENT MARKING REMOVAL	SF	2,500	\$5.00	\$12,500.00	\$4.50	\$11,250.00	\$4.50	\$11,250.00
T-901-5.1	SEEDING	AC	8	\$2,500.00	\$20,000.00	\$2,450.00	\$19,600.00	\$2,450.00	\$19,600.00
T-905-5.1	TOPSOIL (ON-SITE)	CY	1,800	\$10.00	\$18,000.00	\$31.00	\$55,800.00	\$24.00	\$43,200.00
T-908-5.1	MULCHING	AC	8	\$1,500.00	\$12,000.00	\$2,450.00	\$19,600.00	\$2,450.00	\$19,600.00
MST-01	FIELD OFFICE AND LABORATORY	LS	1	\$10,000.00	\$10,000.00	\$20,000.00	\$20,000.00	\$5,000.00	\$5,000.00
MST-02	MAINTENANCE OF TRAFFIC	LS	1	\$150,000.00	\$150,000.00	\$190,238.90	\$190,238.90	\$200,000.00	\$200,000.00
MST-03	PROJECT SURVEY AND STAKEOUT	LS	1	\$50,000.00	\$50,000.00	\$40,000.00	\$40,000.00	\$40,000.00	\$40,000.00
C-105	MOBILIZATION/DEMobilIZATION (2% MAX)	LS	1	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00

3.00%

2.85%

2.99%

Mathematical Error corrected with Bid Summary Form

BID SUMMARY

Client: Schoensted County Airport
 Project: Taxiway A (North) and Taxiway D Rehabilitation
 AIP No. 03-38-0106-062-2021
 Date: May 5, 2023



Referberg Construction, Inc.
 159 Inlet Church Road
 Troy, NY 12180

LOW BID

BID AVERAGE

Item No.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	ESTIMATED COST	UNIT PRICE	ESTIMATED COST	UNIT PRICE	ESTIMATED COST	UNIT PRICE	ESTIMATED COST
C-100-5.1	CONTRACTOR QUALITY CONTROL PROGRAM (COCQ)	LS	1	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$13,000.00	\$13,000.00	\$113,363.58	\$113,363.58
C-102-5.1	INSTALLATION AND REMOVAL OF SMT FENCE	LF	5,110	\$5.00	\$25,550.00	\$4.00	\$20,440.00	\$4.00	\$20,440.00	\$4.00	\$20,440.00
C-102-5.2	INSTALLATION AND REMOVAL OF INLET PROTECTION	EA	7	\$300.00	\$2,100.00	\$300.00	\$2,100.00	\$1,000.00	\$7,000.00	\$667.50	\$4,667.50
D-701-5.1	12 - INCH DIA. HDPE PIPE	LF	55	\$90.00	\$4,950.00	\$176.00	\$9,620.00	\$176.00	\$9,620.00	\$171.50	\$9,432.50
D-701-5.2	12 - INCH DIA. GALVANIZED STEEL END SECTION	EA	2	\$2,500.00	\$5,000.00	\$2,500.00	\$5,000.00	\$2,000.00	\$4,000.00	\$2,500.00	\$5,000.00
D-705-5.1	ADJUST EXISTING UNDERDRAIN CLEANOUT	EA	10	\$150.00	\$1,500.00	\$150.00	\$1,500.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00
D-751-5.1	ADJUST EXISTING DRAINAGE STRUCTURES	EA	2	\$2,000.00	\$4,000.00	\$2,000.00	\$4,000.00	\$2,000.00	\$4,000.00	\$2,000.00	\$4,000.00
L-108-5.1	No. 8 AWG. SKV. L-824. TYPE C CABLE (INSTALLED IN CONDUIT)	LF	11,880	\$2.00	\$23,760.00	\$2.00	\$23,760.00	\$2.00	\$23,760.00	\$2.00	\$23,760.00
L-108-5.2	No. 6 AWG. SOLID BARE COPPER COUNTERPOISE WIRE (INSTALLED IN TRENCH)	LF	7,960	\$5.00	\$39,800.00	\$5.00	\$39,800.00	\$5.00	\$39,800.00	\$5.00	\$39,800.00
L-108-5.3	ELECTRICAL JUMPER CABLE	LF	5,120	\$3.00	\$15,360.00	\$3.00	\$15,360.00	\$3.00	\$15,360.00	\$3.00	\$15,360.00
L-109-7.1	INSTALLATION OF ELECTRICAL VAULT EQUIPMENT	LS	1	\$45,000.00	\$45,000.00	\$45,000.00	\$45,000.00	\$45,000.00	\$45,000.00	\$45,000.00	\$45,000.00
L-110-5.1	2-INCH SCHEDULE 40 PVC CONDUIT (INSTALLED IN TRENCH)	LF	9,850	\$12.00	\$118,200.00	\$12.00	\$118,200.00	\$12.00	\$118,200.00	\$12.75	\$125,850.00
L-110-5.2	2-INCH RIGID GALVANIZED STEEL CONDUIT (EMCASED IN CONCRETE)	LF	60	\$125.00	\$7,500.00	\$120.00	\$7,200.00	\$120.00	\$7,200.00	\$120.00	\$7,200.00
L-115-5.1	ADJUST EXISTING ELECTRICAL STRUCTURE	EA	6	\$3,500.00	\$21,000.00	\$3,500.00	\$21,000.00	\$3,500.00	\$21,000.00	\$3,500.00	\$21,000.00
L-125-5.1	REMOVE EXISTING EDGE LIGHT FIXTURE AND BASE (IN TURF)	EA	117	\$350.00	\$40,950.00	\$350.00	\$40,950.00	\$350.00	\$40,950.00	\$350.00	\$40,950.00
L-125-5.2	MEDIUM INTENSITY TAXIWAY EDGE LIGHT ON NEW BASE	EA	120	\$1,750.00	\$210,000.00	\$1,750.00	\$210,000.00	\$1,750.00	\$210,000.00	\$1,750.00	\$210,000.00
L-125-5.3	REMOVE EXISTING AIRFIELD GUIDANCE SIGN AND BASE	EA	12	\$1,750.00	\$21,000.00	\$1,750.00	\$21,000.00	\$1,750.00	\$21,000.00	\$1,750.00	\$21,000.00
L-125-5.4	INSTALL NEW AIRFIELD GUIDANCE SIGN ON NEW BASE - SIZE 2, 1 MODULE	EA	1	\$4,500.00	\$4,500.00	\$4,500.00	\$4,500.00	\$4,500.00	\$4,500.00	\$4,500.00	\$4,500.00
L-125-5.5	INSTALL NEW AIRFIELD GUIDANCE SIGN ON NEW BASE - SIZE 2, 2 MODULE	EA	5	\$6,000.00	\$30,000.00	\$6,000.00	\$30,000.00	\$6,000.00	\$30,000.00	\$6,000.00	\$30,000.00
L-125-5.6	INSTALL NEW AIRFIELD GUIDANCE SIGN ON NEW BASE - SIZE 2, 3 MODULE	EA	3	\$2,500.00	\$7,500.00	\$2,500.00	\$7,500.00	\$2,500.00	\$7,500.00	\$2,500.00	\$7,500.00
L-125-5.7	RETROREFLECTIVE EDGE MARKER	EA	18	\$20.00	\$360.00	\$20.00	\$360.00	\$20.00	\$360.00	\$20.00	\$360.00
P-101-5.1	PRODUCTION COLD MILLING	SY	11,420	\$4.00	\$45,680.00	\$4.00	\$45,680.00	\$4.00	\$45,680.00	\$4.00	\$45,680.00
P-101-5.2	TYPICAL CRACK REPAIR (1/2" TO 3/4")	LF	6,000	\$1.00	\$6,000.00	\$1.00	\$6,000.00	\$1.00	\$6,000.00	\$1.00	\$6,000.00
P-101-5.3	TYPICAL CRACK REPAIR (GREATER THAN 3/4")	LF	3,000	\$35.00	\$105,000.00	\$35.00	\$105,000.00	\$35.00	\$105,000.00	\$35.00	\$105,000.00
P-101-5.4	TEMPORARY TAXIWAY SURFACE PREPARATION	LS	1	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00
P-152-4.1	UNCLASSIFIED EXCAVATION	CY	1,870	\$20.00	\$37,400.00	\$20.00	\$37,400.00	\$20.00	\$37,400.00	\$20.00	\$37,400.00
P-152-4.2	UNDERCUT (UNDISTURBED)	CY	187	\$70.00	\$13,080.00	\$70.00	\$13,080.00	\$70.00	\$13,080.00	\$70.00	\$13,080.00
P-152-4.3	SPECIAL SUBGRADE TREATMENT	CY	187	\$75.00	\$14,025.00	\$75.00	\$14,025.00	\$75.00	\$14,025.00	\$75.00	\$14,025.00
P-154-5.1	SUBBASE COURSE	CY	250	\$65.00	\$16,250.00	\$65.00	\$16,250.00	\$65.00	\$16,250.00	\$65.00	\$16,250.00
P-154-5.2	REPARATION GEOTEXTILE	SY	280	\$5.00	\$1,400.00	\$5.00	\$1,400.00	\$5.00	\$1,400.00	\$5.00	\$1,400.00
P-209-5.1	CRUSHED AGGREGATE BASE COURSE	TON	70	\$130.00	\$9,100.00	\$130.00	\$9,100.00	\$130.00	\$9,100.00	\$130.00	\$9,100.00
P-401-8.1	ASPHALT BASE COURSE	TON	180	\$100.00	\$18,000.00	\$100.00	\$18,000.00	\$100.00	\$18,000.00	\$100.00	\$18,000.00
P-401-8.2	ASPHALT SURFACE COURSE	TON	4,140	\$115.00	\$476,100.00	\$115.00	\$476,100.00	\$115.00	\$476,100.00	\$115.00	\$476,100.00
P-401-8.3	ASPHALT LEVELING COURSE	TON	630	\$125.00	\$78,750.00	\$125.00	\$78,750.00	\$125.00	\$78,750.00	\$125.00	\$78,750.00
P-603-5.1	EMULSIFIED ASPHALT TACK COAT	GAL	3,525	\$7.50	\$26,437.50	\$7.50	\$26,437.50	\$7.50	\$26,437.50	\$7.50	\$26,437.50
P-620-5.1	TEMPORARY PAVEMENT MARKINGS	SF	1,990	\$3.00	\$5,970.00	\$3.00	\$5,970.00	\$3.00	\$5,970.00	\$3.00	\$5,970.00
P-620-5.2	PERMANENT PAVEMENT MARKINGS	SF	3,240	\$3.00	\$9,720.00	\$3.00	\$9,720.00	\$3.00	\$9,720.00	\$3.00	\$9,720.00
P-620-5.3	PAVEMENT MARKING REMOVAL	SF	2,500	\$5.00	\$12,500.00	\$5.00	\$12,500.00	\$5.00	\$12,500.00	\$5.00	\$12,500.00
T-901-5.1	SEEDING	AC	8	\$2,500.00	\$20,000.00	\$2,500.00	\$20,000.00	\$2,500.00	\$20,000.00	\$2,500.00	\$20,000.00
T-905-5.1	TOPSOIL (ON-SITE)	AC	3,830	\$10.00	\$38,300.00	\$10.00	\$38,300.00	\$10.00	\$38,300.00	\$10.00	\$38,300.00
T-908-5.1	MULCHING	AC	8	\$1,500.00	\$12,000.00	\$1,500.00	\$12,000.00	\$1,500.00	\$12,000.00	\$1,500.00	\$12,000.00
MST-01	FIELD OFFICE AND LABORATORY	LS	1	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
MST-02	MAINTENANCE OF TRAFFIC	LS	1	\$150,000.00	\$150,000.00	\$150,000.00	\$150,000.00	\$150,000.00	\$150,000.00	\$150,000.00	\$150,000.00
MST-03	PROJECT SURVEY AND STAKEOUT	LS	1	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00
C-105	IMPROVIZATION/REMOVALIZATION (5% MARK)	LS	1	\$81,343.88	\$81,343.88	\$81,343.88	\$81,343.88	\$81,343.88	\$81,343.88	\$81,343.88	\$81,343.88

Mathematical Error submitted with Bid Summary Form



Client: Schenectady County Airport
 Project: Taxiway A (North) and Taxiway D Rehabilitation
 AIP No. 09-35-0106-062-2021
 Date: May 5, 2023

BID COMPARISONS

ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	ESTIMATED COST	THIEMEYER'S ESTIMATE (% LOW/BID)	SINGMASTER'S ESTIMATE (% AVERAGE BID)	AVG BID OFF LOW/BID
C-100-5-1	CONTRACTOR QUALITY CONTROL PROGRAM (CQCP)	LS	1	\$50,000.00	\$50,000.00	70.0%	-46.7%	80.1%
C-102-5-1	INSTALLATION AND REMOVAL OF SILT FENCE	LF	5,110	\$5.00	\$25,550.00	20.0%	50.7%	-50.0%
C-102-5-2	INSTALLATION AND REMOVAL OF INLET PROTECTION	EA	7	\$300.00	\$2,100.00	-23.3%	-48.3%	-124.7%
D-701-5-1	12 - INCH DIA. HDPE PIPE	LF	55	\$90.00	\$4,950.00	-94.4%	30.0%	-116.0%
D-701-5-2	12 - INCH DIA. GALVANIZED STEEL END SECTION	EA	2	\$2,500.00	\$5,000.00	20.0%	33.3%	-20.0%
D-705-5-1	ADJUST EXISTING UNDERDRAIN CLEANOUT	EA	10	\$150.00	\$1,500.00	-90.0%	-98.3%	-106.5%
D-751-5-1	ADJUST EXISTING DRAINAGE STRUCTURES	EA	2	\$2,000.00	\$4,000.00	-150.0%	-9.1%	-129.2%
L-109-5-1	No. 8 AWG, SKV L-824, TYPE C CABLE (INSTALLED IN CONDUIT)	LF	11,800	\$2.00	\$23,680.00	-57.5%	7.6%	-70.3%
L-109-5-2	No. 6 AWG, SOLID, BARE COPPER COUNTERPOISE WIRE (INSTALLED IN TRENCH)	LF	7,960	\$5.00	\$39,800.00	0.0%	38.7%	-69.2%
L-109-5-3	ELECTRICAL JUMPER CABLE	LF	5,120	\$3.00	\$15,360.00	-153.3%	-36.6%	-85.5%
L-109-7-1	INSTALLATION OF ELECTRICAL VAULT EQUIPMENT	LS	1	\$45,000.00	\$45,000.00	11.1%	52.8%	-88.2%
L-110-5-1	2-INCH SCHEDULE 40 PVC CONDUIT (INSTALLED IN TRENCH)	LF	9,850	\$12.00	\$118,200.00	0.0%	29.2%	-41.2%
L-110-5-2	2-INCH RIGID GALVANIZED STEEL CONDUIT (ENCASED IN CONCRETE)	LF	60	\$125.00	\$7,500.00	-4.0%	53.3%	-122.9%
L-115-5-1	ADJUST EXISTING ELECTRICAL STRUCTURE	EA	6	\$3,500.00	\$21,000.00	70.1%	72.2%	-7.4%
L-115-5-2	REMOVE EXISTING ELECTRICAL STRUCTURE AND BASE (IN T/HP)	EA	117	\$950.00	\$40,950.00	48.0%	77.0%	-125.6%
L-125-5-2	MEDIUM INTENSITY TAXIWAY EDGE LIGHT ON NEW BASE	EA	120	\$1,750.00	\$210,000.00	22.3%	48.1%	-49.9%
L-125-5-3	REMOVE EXISTING AIRFIELD GUIDANCE SIGN AND BASE	EA	12	\$1,750.00	\$21,000.00	60.0%	70.0%	-89.3%
L-125-5-4	INSTALL NEW AIRFIELD GUIDANCE SIGN ON NEW BASE - SIZE 2, 1 MODULE	EA	1	\$3,500.00	\$3,500.00	-62.9%	2.9%	-67.6%
L-125-5-5	INSTALL NEW AIRFIELD GUIDANCE SIGN ON NEW BASE - SIZE 2, 2 MODULE	EA	5	\$4,500.00	\$22,500.00	-66.7%	-1.9%	-63.8%
L-125-5-6	INSTALL NEW AIRFIELD GUIDANCE SIGN ON NEW BASE - SIZE 2, 3 MODULE	EA	3	\$6,000.00	\$18,000.00	-53.3%	1.7%	-55.9%
L-125-5-7	RETROREFLECTIVE EDGE MARKER	EA	18	\$250.00	\$4,500.00	55.2%	58.4%	-7.7%
P-101-5-1	PRODUCTION COLD MILLING	SY	33,400	\$267,300.00	\$267,300.00	65.0%	82.1%	-96.3%
P-101-5-2	TYPE II CRACK REPAIR (GREATER THAN 3/4")	LF	6,000	\$18.00	\$108,000.00	37.3%	70.2%	-110.4%
P-101-5-3	TEMPORARY TAXIWAY SURFACE PREPARATION	LF	3,000	\$11.00	\$33,000.00	-6.3%	31.0%	-55.0%
P-101-5-4	UNCLASSIFIED EXCAVATION	CV	1	\$15,000.00	\$15,000.00	-23.3%	-28.9%	-158.6%
P-152-4-1	UNDERCUT (UNDISTURBED)	CV	1,870	\$10.00	\$18,700.00	-275.0%	-62.1%	-131.4%
P-152-4-2	SPECIAL SUBGRADE TREATMENT	CV	187	\$70.00	\$13,090.00	14.5%	60.8%	-118.8%
P-154-5-1	SUBBASE COURSE	CV	187	\$75.00	\$14,025.00	-113.3%	8.7%	-133.6%
P-154-5-2	SEPARATION GEOTEXTILE	CV	250	\$65.00	\$16,250.00	-192.3%	-28.7%	-127.1%
P-209-5-1	CRUSHED AGGREGATE BASE COURSE	SY	290	\$5.00	\$1,450.00	-100.0%	20.0%	-150.0%
P-401-8-1	ASPHALT SURFACE COURSE	CV	70	\$9,100.00	\$637,000.00	-284.6%	-60.0%	-140.4%
P-401-8-2	ASPHALT BASE COURSE	TON	190	\$100.00	\$19,000.00	-125.0%	-26.5%	-78.1%
P-401-8-3	ASPHALT LEVELING COURSE	TON	630	\$125.00	\$78,750.00	-4.3%	33.3%	-56.5%
P-603-5-1	EMULSIFIED ASPHALT TACK COAT	GAL	3,525	\$7.50	\$26,437.50	-20.0%	46.7%	-125.0%
P-620-5-1	TEMPORARY PAVEMENT MARKINGS	SF	5,990	\$3.00	\$17,970.00	-55.0%	-3.1%	-50.0%
P-620-5-2	PERMANENT PAVEMENT MARKINGS	SF	3,240	\$3.00	\$9,720.00	-28.3%	14.4%	-50.0%
P-620-5-3	PAVEMENT MARKING REMOVAL	SF	2,500	\$5.00	\$12,500.00	10.0%	40.0%	-50.0%
T-901-5-1	SEEDING	AC	8	\$2,500.00	\$20,000.00	2.0%	84.7%	-50.0%
T-905-5-1	TOPSOIL (ON-SITE)	CV	3,830	\$10.00	\$38,300.00	-210.0%	-82.3%	-69.1%
T-906-5-1	MULCHING	AC	8	\$1,500.00	\$12,000.00	-83.9%	-8.9%	-50.0%
MST-01	FIELD OFFICE AND LABORATORY	LS	1	\$10,000.00	\$10,000.00	-100.0%	16.7%	-140.6%
MST-02	MAINTENANCE OF TRAFFIC	LS	1	\$150,000.00	\$150,000.00	-26.8%	13.3%	-46.2%
MST-03	PROJECT SURVEY AND STAKEOUT	LS	1	\$50,000.00	\$50,000.00	20.0%	46.7%	-50.0%
C-105	Mobilization/DEMobilization (IN MAJOR)	LS	1	\$61,345.68	\$61,345.68			3.00%

Mathematical Error submitted with Bid Summary Form

Sponsor Certifications

- **Form 5100-129, -130, -131, -132, -134, -135**
- **Certification Regarding Lobbying**

Construction Project Final Acceptance Airport Improvement Program Sponsor Certification

Sponsor: Schenectady County

Airport: Schenectady County Airport (SCH)

Project Number: 3-36-0106-XXX-2023

Description of Work: Taxiway A (North) and Taxiway D Rehabilitation (Construction and CA/CI)

Application

49 USC § 47105(d), authorizes the Secretary to require me certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program. General standards for final acceptance and close out of federally funded construction projects are in 2 CFR § 200.343 – Closeout and supplemented by FAA Order 5100.38. The sponsor must determine that project costs are accurate and proper in accordance with specific requirements of the grant agreement and contract documents.

Certification Statements

Except for certification statements below marked not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgment and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. The personnel engaged in project administration, engineering supervision, project inspection, and acceptance testing were or will be determined to be qualified and competent to perform the work (Grant Assurance).
 Yes No N/A
2. Construction records, including daily logs, were or will be kept by the resident engineer/construction inspector that fully document contractor's performance in complying with:
 - a. Technical standards (Advisory Circular (AC) 150/5370-12);
 - b. Contract requirements (2 CFR part 200 and FAA Order 5100.38); and
 - c. Construction safety and phasing plan measures (AC 150/5370-2). Yes No N/A
3. All acceptance tests specified in the project specifications were or will be performed and documented. (AC 150/5370-12).
 Yes No N/A

4. Sponsor has taken or will take appropriate corrective action for any test result outside of allowable tolerances (AC 150/5370-12).
- Yes No N/A
5. Pay reduction factors required by the specifications were applied or will be applied in computing final payments with a summary made available to the FAA (AC 150/5370-10).
- Yes No N/A
6. Sponsor has notified, or will promptly notify the Federal Aviation Administration (FAA) of the following occurrences:
- a. Violations of any federal requirements set forth or included by reference in the contract documents (2 CFR part 200);
 - b. Disputes or complaints concerning federal labor standards (29 CFR part 5); and
 - c. Violations of or complaints addressing conformance with Equal Employment Opportunity or Disadvantaged Business Enterprise requirements (41 CFR Chapter 60 and 49 CFR part 26).
- Yes No N/A
7. Weekly payroll records and statements of compliance were or will be submitted by the prime contractor and reviewed by the sponsor for conformance with federal labor and civil rights requirements as required by FAA and U.S. Department of Labor (29 CFR Part 5).
- Yes No N/A
8. Payments to the contractor were or will be made in conformance with federal requirements and contract provisions using sponsor internal controls that include:
- a. Retaining source documentation of payments and verifying contractor billing statements against actual performance (2 CFR § 200.302 and FAA Order 5100.38);
 - b. Prompt payment of subcontractors for satisfactory performance of work (49 CFR § 26.29);
 - c. Release of applicable retainage upon satisfactory performance of work (49 CFR § 26.29); and
 - d. Verification that payments to DBEs represent work the DBE performed by carrying out a commercially useful function (49 CFR §26.55).
- Yes No N/A
9. A final project inspection was or will be conducted with representatives of the sponsor and the contractor present that ensure:
- a. Physical completion of project work in conformance with approved plans and specifications (Order 5100.38);
 - b. Necessary actions to correct punch list items identified during final inspection are complete (Order 5100.38); and
 - c. Preparation of a record of final inspection and distribution to parties to the contract (Order 5100.38);
- Yes No N/A
10. The project was or will be accomplished without material deviations, changes, or modifications from approved plans and specifications, except as approved by the FAA (Order 5100.38).
- Yes No N/A

11. The construction of all buildings have complied or will comply with the seismic construction requirements of 49 CFR § 41.120.

Yes No N/A

12. For development projects, sponsor has taken or will take the following close-out actions:

- a. Submit to the FAA a final test and quality assurance report summarizing acceptance test results, as applicable (Grant Condition);
- b. Complete all environmental requirements as established within the project environmental determination (Order 5100.38); and
- c. Prepare and retain as-built plans (Order 5100.38).

Yes No N/A

13. Sponsor has revised or will revise their airport layout plan (ALP) that reflects improvements made and has submitted or will submit an updated ALP to the FAA no later than 90 days from the period of performance end date. (49 USC § 47107 and Order 5100.38).

Yes No N/A

Attach documentation clarifying any above item marked with "No" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this 15 day of May, 2023

Name of Sponsor: Schenectady County

Name of Sponsor's Authorized Official: Paul Sheldon

Title of Sponsor's Authorized Official: Commissioner of Aviation

Signature of Sponsor's Authorized Official: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Drug-Free Workplace Airport Improvement Program Sponsor Certification

Sponsor: Schenectady County

Airport: Schenectady County Airport (SCH)

Project Number: 3-36-0106-XXX-2023

Description of Work: Taxiway A (North) and Taxiway D Rehabilitation (Construction and CA/CI)

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements on the drug-free workplace within federal grant programs are described in 2 CFR part 182. Sponsors are required to certify they will be, or will continue to provide, a drug-free workplace in accordance with the regulation. The AIP project grant agreement contains specific assurances on the Drug-Free Workplace Act of 1988.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. A statement has been or will be published prior to commencement of project notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the sponsor's workplace, and specifying the actions to be taken against employees for violation of such prohibition (2 CFR § 182.205).

Yes No N/A

2. An ongoing drug-free awareness program (2 CFR § 182.215) has been or will be established prior to commencement of project to inform employees about:
 - a. The dangers of drug abuse in the workplace;
 - b. The sponsor's policy of maintaining a drug-free workplace;
 - c. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

Yes No N/A

3. Each employee to be engaged in the performance of the work has been or will be given a copy of the statement required within item 1 above prior to commencement of project (2 CFR § 182.210).

Yes No N/A

4. Employees have been or will be notified in the statement required by item 1 above that, as a condition employment under the grant (2 CFR § 182.205(c)), the employee will:

- a. Abide by the terms of the statement; and
- b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.

Yes No N/A

5. The Federal Aviation Administration (FAA) will be notified in writing within 10 calendar days after receiving notice under item 4b above from an employee or otherwise receiving actual notice of such conviction (2 CFR § 182.225). Employers of convicted employees must provide notice, including position title of the employee, to the FAA (2 CFR § 182.300).

Yes No N/A

6. One of the following actions (2 CFR § 182.225(b)) will be taken within 30 calendar days of receiving a notice under item 4b above with respect to any employee who is so convicted:

- a. Take appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; and
- b. Require such employee to participate satisfactorily in drug abuse assistance or rehabilitation programs approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

Yes No N/A

7. A good faith effort will be made, on a continuous basis, to maintain a drug-free workplace through implementation of items 1 through 6 above (2 CFR § 182.200).

Yes No N/A

Site(s) of performance of work (2 CFR § 182.230):

Location 1

Name of Location: Schenectady County Airport (SCH)

Address: 19 Airport Rd., Sockia, NY 12302. [42° 51' 9.2" N / 73° 55' 44.3" W]

Location 2 (If applicable)

Name of Location:

Address:

Location 3 (If applicable)

Name of Location:

Address:

Attach documentation clarifying any above item marked with a "No" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this 15 day of May, 2023

Name of Sponsor: Schenectady County

Name of Sponsor's Authorized Official: Paul Shekion

Title of Sponsor's Authorized Official: Commissioner of Aviation

Signature of Sponsor's Authorized Official: _____



I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Equipment and Construction Contracts Airport Improvement Sponsor Certification

Sponsor: Schenectady County

Airport: Schenectady County Airport (SCH)

Project Number: 3-36-0106-XXX-2023

Description of Work: Taxiway A (North) and Taxiway D Rehabilitation (Construction and CA/CI)

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General procurement standards for equipment and construction contracts within Federal grant programs are described in 2 CFR §§ 200.317-200.326. Labor and Civil Rights Standards applicable to the AIP are established by the Department of Labor (www.dol.gov) AIP Grant Assurance C.1—General Federal Requirements identifies all applicable Federal Laws, regulations, executive orders, policies, guidelines and requirements for assistance under the AIP. Sponsors may use state and local procedures provided the procurement conforms to these federal standards.

This certification applies to all equipment and construction projects. Equipment projects may or may not employ laborers and mechanics that qualify the project as a “covered contract” under requirements established by the Department of Labor requirements. Sponsor shall provide appropriate responses to the certification statements that reflect the character of the project regardless of whether the contract is for a construction project or an equipment project.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting “Yes” represents sponsor acknowledgement and confirmation of the certification statement. The term “will” means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. A written code or standard of conduct is or will be in effect prior to commencement of the project that governs the performance of the sponsor’s officers, employees, or agents in soliciting, awarding and administering procurement contracts (2 CFR § 200.318).

Yes No N/A

2. For all contracts, qualified and competent personnel are or will be engaged to perform contract administration, engineering supervision, construction inspection, and testing (Grant Assurance C.17).
- Yes No N/A
3. Sponsors that are required to have a Disadvantage Business Enterprise (DBE) program on file with the FAA have included or will include clauses required by Title VI of the Civil Rights Act and 49 CFR Part 26 for Disadvantaged Business Enterprises in all contracts and subcontracts.
- Yes No N/A
4. Sponsors required to have a DBE program on file with the FAA have implemented or will implement monitoring and enforcement measures that:
- Ensure work committed to Disadvantaged Business Enterprises at contract award is actually performed by the named DBEs (49 CFR § 26.37(b));
 - Include written certification that the sponsor has reviewed contract records and has monitored work sites for performance by DBE firms (49 CFR § 26.37(b)); and
 - Provides for a running tally of payments made to DBE firms and a means for comparing actual attainments (i.e. payments) to original commitments (49 CFR § 26.37(c)).
- Yes No N/A
5. Sponsor procurement actions using the competitive sealed bid method (2 CFR § 200.320(c)). was or will be:
- Publicly advertised, allowing a sufficient response time to solicit an adequate number of interested contractors or vendors;
 - Prepared to include a complete, adequate and realistic specification that defines the items or services in sufficient detail to allow prospective bidders to respond;
 - Publicly opened at a time and place prescribed in the invitation for bids; and
 - Prepared in a manner that result in a firm fixed price contract award to the lowest responsive and responsible bidder.
- Yes No N/A
6. For projects the Sponsor proposes to use the competitive proposal procurement method (2 CFR § 200.320(d)), Sponsor has requested or will request FAA approval prior to proceeding with a competitive proposal procurement by submitting to the FAA the following:
- Written justification that supports use of competitive proposal method in lieu of the preferred sealed bid procurement method;
 - Plan for publicizing and soliciting an adequate number of qualified sources; and
 - Listing of evaluation factors along with relative importance of the factors.
- Yes No N/A
7. For construction and equipment installation projects, the bid solicitation includes or will include the current federal wage rate schedule(s) for the appropriate type of work classifications (2 CFR Part 200, Appendix II).
- Yes No N/A

8. Concurrence was or will be obtained from the Federal Aviation Administration (FAA) prior to contract award under any of the following circumstances (Order 5100.38D):
- a. Only one qualified person/firm submits a responsive bid;
 - b. Award is to be made to other than the lowest responsible bidder; and
 - c. Life cycle costing is a factor in selecting the lowest responsive bidder.
- Yes No N/A
9. All construction and equipment installation contracts contain or will contain provisions for:
- a. Access to Records (§ 200.336)
 - b. Buy American Preferences (Title 49 U.S.C. § 50101)
 - c. Civil Rights - General Provisions and Title VI Assurances(41 CFR part 60)
 - d. Federal Fair Labor Standards (29 U.S.C. § 201, et seq)
 - e. Occupational Safety and Health Act requirements (20 CFR part 1920)
 - f. Seismic Safety – building construction (49 CFR part 41)
 - g. State Energy Conservation Requirements - as applicable(2 CFR part 200, Appendix II)
 - h. U.S. Trade Restriction (49 CFR part 30)
 - i. Veterans Preference (49 USC § 47112(c))
- Yes No N/A
10. All construction and equipment installation contracts exceeding \$2,000 contain or will contain the provisions established by:
- a. Davis-Bacon and Related Acts (29 CFR part 5)
 - b. Copeland “Anti-Kickback” Act (29 CFR parts 3 and 5)
- Yes No N/A
11. All construction and equipment installation contracts exceeding \$3,000 contain or will contain a contract provision that discourages distracted driving (E.O. 13513).
- Yes No N/A
12. All contracts exceeding \$10,000 contain or will contain the following provisions as applicable:
- a. Construction and equipment installation projects - Applicable clauses from 41 CFR Part 60 for compliance with Executive Orders 11246 and 11375 on Equal Employment Opportunity;
 - b. Construction and equipment installation - Contract Clause prohibiting segregated facilities in accordance with 41 CFR part 60-1.8;
 - c. Requirement to maximize use of products containing recovered materials in accordance with 2 CFR § 200.322 and 40 CFR part 247; and
 - d. Provisions that address termination for cause and termination for convenience (2 CFR Part 200, Appendix II).
- Yes No N/A

13. All contracts and subcontracts exceeding \$25,000: Measures are in place or will be in place (e.g. checking the System for Award Management) that ensure contracts and subcontracts are not awarded to individuals or firms suspended, debarred, or excluded from participating in federally assisted projects (2 CFR parts 180 and 1200).

Yes No N/A

14. Contracts exceeding the simplified acquisition threshold (currently \$250,000) include or will include provisions, as applicable, that address the following:

- a. Construction and equipment installation contracts - a bid guarantee of 5%, a performance bond of 100%, and a payment bond of 100% (2 CFR § 200.325);
- b. Construction and equipment installation contracts - requirements of the Contract Work Hours and Safety Standards Act (40 USC 3701-3708, Sections 103 and 107);
- c. Restrictions on Lobbying and Influencing (2 CFR part 200, Appendix II);
- d. Conditions specifying administrative, contractual and legal remedies for instances where contractor or vendor violate or breach the terms and conditions of the contract (2 CFR §200, Appendix II); and
- e. All Contracts - Applicable standards and requirements issued under Section 308 of the Clean Air Act (42 USC 7401-7671q), Section 508 of the Clean Water Act (33 USC 1251-1387, and Executive Order 11738.

Yes No N/A

Attach documentation clarifying any above item marked with "No" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this 15 day of May, 2023

Name of Sponsor: Schenectady County

Name of Sponsor's Authorized Official: Paul Sheldon

Title of Sponsor's Authorized Official: Commissioner of Aviation

Signature of Sponsor's Authorized Official: 

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Project Plans and Specifications

Airport Improvement Program Sponsor Certification

Sponsor: Schenectady County

Airport: Schenectady County Airport (SCH)

Project Number: 3-36-0106-XXX-2023

Description of Work: Taxiway A (North) and Taxiway D Rehabilitation (Construction and CA/C)

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). Labor and civil rights standards applicable to AIP are established by the Department of Labor (www.dol.gov/). AIP Grant Assurance C.1—General Federal Requirements identifies applicable federal laws, regulations, executive orders, policies, guidelines and requirements for assistance under AIP. A list of current advisory circulars with specific standards for procurement, design or construction of airports, and installation of equipment and facilities is referenced in standard airport sponsor Grant Assurance 34 contained in the grant agreement.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. The plans and specifications were or will be prepared in accordance with applicable federal standards and requirements, so that no deviation or modification to standards set forth in the advisory circulars, or FAA-accepted state standard, is necessary other than those explicitly approved by the Federal Aviation Administration (FAA) (14 USC § 47105).
 Yes No N/A

2. Specifications incorporate or will incorporate a clear and accurate description of the technical requirement for the material or product that does not contain limiting or proprietary features that unduly restrict competition (2 CFR §200.319).
 Yes No N/A

3. The development that is included or will be included in the plans is depicted on the current airport layout plan as approved by the FAA (14 USC § 47107).
 Yes No N/A
4. Development and features that are ineligible or unallowable for AIP funding have been or will be omitted from the plans and specifications (FAA Order 5100.38, par. 3-43).
 Yes No N/A
5. The specification does not use or will not use "brand name" or equal to convey requirements unless sponsor requests and receives approval from the FAA to use brand name (FAA Order 5100.38, Table U-5).
 Yes No N/A
6. The specification does not impose or will not impose geographical preference in their procurement requirements (2 CFR §200.319(b) and FAA Order 5100.38, Table U-5).
 Yes No N/A
7. The use of prequalified lists of individuals, firms or products include or will include sufficient qualified sources that ensure open and free competition and that does not preclude potential entities from qualifying during the solicitation period (2 CFR §319(d)).
 Yes No N/A
8. Solicitations with bid alternates include or will include explicit information that establish a basis for award of contract that is free of arbitrary decisions by the sponsor (2 CFR § 200.319(a)(7)).
 Yes No N/A
9. Concurrence was or will be obtained from the FAA if Sponsor incorporates a value engineering clause into the contract (FAA Order 5100.38, par. 3-57).
 Yes No N/A
10. The plans and specifications incorporate or will incorporate applicable requirements and recommendations set forth in the federally approved environmental finding (49 USC §47106(c)).
 Yes No N/A
11. The design of all buildings comply or will comply with the seismic design requirements of 49 CFR § 41.120. (FAA Order 5100.38d, par. 3-92)
 Yes No N/A
12. The project specification include or will include process control and acceptance tests required for the project by as per the applicable standard:
- a. Construction and installation as contained in Advisory Circular (AC) 150/5370-10.
 Yes No N/A

b. Snow Removal Equipment as contained in AC 150/5220-20.

Yes No N/A

c. Aircraft Rescue and Fire Fighting (ARFF) vehicles as contained in AC 150/5220-10.

Yes No N/A

13. For construction activities within or near aircraft operational areas(AOA):

a. The Sponsor has or will prepare a construction safety and phasing plan (CSPP) conforming to Advisory Circular 150/5370-2.

b. Compliance with CSPP safety provisions has been or will be incorporated into the plans and specifications as a contractor requirement.

c. Sponsor will not initiate work until receiving FAA's concurrence with the CSPP (FAA Order 5100.38, Par. 5-29).

Yes No N/A

14. The project was or will be physically completed without federal participation in costs due to errors and omissions in the plans and specifications that were foreseeable at the time of project design (49 USC §47110(b)(1) and FAA Order 5100.38d, par. 3-100).

Yes No N/A

Attach documentation clarifying any above item marked with "No" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this 15 day of May, 2023.

Name of Sponsor: Schenectady County

Name of Sponsor's Authorized Official: Paul Sheldon

Title of Sponsor's Authorized Official: Commissioner of Aviation

Signature of Sponsor's Authorized Official: 

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.



Selection of Consultants

Airport Improvement Program Sponsor Certification

Sponsor: Schenectady County

Airport: Schenectady County Airport (SCH)

Project Number: 3-36-0106-XXX-2023

Description of Work: Taxiway A (North) and Taxiway D Rehabilitation (Construction and CA/CI)

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements for selection of consultant services within federal grant programs are described in 2 CFR §§ 200.317-200.326. Sponsors may use other qualifications-based procedures provided they are equivalent to standards of Title 40 chapter 11 and FAA Advisory Circular 150/5100-14, Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. Sponsor acknowledges their responsibility for the settlement of all contractual and administrative issues arising out of their procurement actions (2 CFR § 200.318(k)).
 Yes No N/A

2. Sponsor procurement actions ensure or will ensure full and open competition that does not unduly limit competition (2 CFR § 200.319).
 Yes No N/A

3. Sponsor has excluded or will exclude any entity that develops or drafts specifications, requirements, or statements of work associated with the development of a request-for-qualifications (RFQ) from competing for the advertised services (2 CFR § 200.319).
 Yes No N/A

4. The advertisement describes or will describe specific project statements-of-work that provide clear detail of required services without unduly restricting competition (2 CFR § 200.319).
 Yes No N/A
5. Sponsor has publicized or will publicize a RFQ that:
a. Solicits an adequate number of qualified sources (2 CFR § 200.320(d)); and
b. Identifies all evaluation criteria and relative importance (2 CFR § 200.320(d)).
 Yes No N/A
6. Sponsor has based or will base selection on qualifications, experience, and disadvantaged business enterprise participation with price not being a selection factor (2 CFR § 200.320(d)).
 Yes No N/A
7. Sponsor has verified or will verify that agreements exceeding \$25,000 are not awarded to individuals or firms suspended, debarred or otherwise excluded from participating in federally assisted projects (2 CFR § 180.300).
 Yes No N/A
8. A/E services covering multiple projects: Sponsor has agreed to or will agree to:
a. Refrain from initiating work covered by this procurement beyond five years from the date of selection (AC 150/5100-14); and
b. Retain the right to conduct new procurement actions for projects identified or not identified in the RFQ (AC 150/5100-14).
 Yes No N/A
9. Sponsor has negotiated or will negotiate a fair and reasonable fee with the firm they select as most qualified for the services identified in the RFQ (2 CFR § 200.323).
 Yes No N/A
10. The Sponsor's contract identifies or will identify costs associated with ineligible work separately from costs associated with eligible work (2 CFR § 200.302).
 Yes No N/A
11. Sponsor has prepared or will prepare a record of negotiations detailing the history of the procurement action, rationale for contract type and basis for contract fees (2 CFR § 200.318(l)).
 Yes No N/A
12. Sponsor has incorporated or will incorporate mandatory contract provisions in the consultant contract for AIP-assisted work (49 U.S.C. Chapter 471 and 2 CFR part 200 Appendix II)
 Yes No N/A

13. For contracts that apply a time-and-material payment provision (also known as hourly rates, specific rates of compensation, and labor rates), the Sponsor has established or will establish:

- a. Justification that there is no other suitable contract method for the services (2 CFR §200.318(j));
- b. A ceiling price that the consultant exceeds at their risk (2 CFR §200.318(j)); and
- c. A high degree of oversight that assures consultant is performing work in an efficient manner with effective cost controls in place (2 CFR §200.318(j)).

Yes No N/A

14. Sponsor is not using or will not use the prohibited cost-plus-percentage-of-cost (CPPC) contract method. (2 CFR § 200.323(d)).

Yes No N/A

Attach documentation clarifying any above item marked with "no" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Executed on this 15 day of May, 2023

Name of Sponsor: Schenectady County

Name of Sponsor's Authorized Official: Paul Sheldon

Title of Sponsor's Authorized Official: Commissioner of Aviation

Signature of Sponsor's Authorized Official: 

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Certification and Disclosure Regarding Potential Conflicts of Interest Airport Improvement Program Sponsor Certification

Sponsor: Schenectady County

Airport: Schenectady County Airport (SCH)

Project Number: 3-36-0106-XXX-2023

Description of Work: Taxiway A (North) and Taxiway D Rehabilitation (Construction and CA/CI)

Application

Title 2 CFR § 200.112 and § 1201.112 address Federal Aviation Administration (FAA) requirements for conflict of interest. As a condition of eligibility under the Airport Improvement Program (AIP), sponsors must comply with FAA policy on conflict of interest. Such a conflict would arise when any of the following have a financial or other interest in the firm selected for award:

- a) The employee, officer or agent,
- b) Any member of his immediate family,
- c) His or her partner, or
- d) An organization which employs, or is about to employ, any of the above.

Selecting "Yes" represents sponsor or sub-recipient acknowledgement and confirmation of the certification statement. Selecting "No" represents sponsor or sub-recipient disclosure that it cannot fully comply with the certification statement. If "No" is selected, provide support information explaining the negative response as an attachment to this form. This includes whether the sponsor has established standards for financial interest that are not substantial or unsolicited gifts are of nominal value (2 CFR § 200.318(c)). The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance.

Certification Statements

1. The sponsor or sub-recipient maintains a written standards of conduct governing conflict of interest and the performance of their employees engaged in the award and administration of contracts (2 CFR § 200.318(c)). To the extent permitted by state or local law or regulations, such standards of conduct provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the sponsor's and sub-recipient's officers, employees, or agents, or by contractors or their agents.

Yes No

2. The sponsor's or sub-recipient's officers, employees or agents have not and will not solicit or accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub-agreements (2 CFR § 200.318(c)).

Yes No

3. The sponsor or sub-recipient certifies that it has disclosed and will disclose to the FAA any known potential conflict of interest (2 CFR § 1200.112).

Yes No

Attach documentation clarifying any above item marked with "no" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the foregoing items are accurate as marked and have the explanation for any item marked "no" is correct and complete.

Executed on this 15 day of May, 2023.

Name of Sponsor: Schenectady County

Name of Sponsor's Authorized Official: Paul Sheldon

Title of Sponsor's Authorized Official: Commissioner of Aviation

Signature of Sponsor's Authorized Official: 

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

* APPLICANT'S ORGANIZATION	
Schenectady County Airport	
* PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
Prefix:	* First Name: Paul Middle Name:
* Last Name: Sheldon	Suffix:
* Title: Commissioner of Aviation	
* SIGNATURE:	* DATE: 05/15/2023

FAA Advisory Circulars & Grant Assurances

[See Attachments]



**FAA
Airports**

Current FAA Advisory Circulars Required for Use in AIP Funded, BIL Funded, and PFC Approved Projects

Updated: 11/17/2022

View current and previous versions of these ACs and any associated changes at:
http://www.faa.gov/airports/resources/advisory_circulars and
http://www.faa.gov/regulations_policies/advisory_circulars/.¹

NUMBER	TITLE
70/7460-1M	Obstruction Marking and Lighting
150/5000-9B	Guidelines for the Sound Insulation of Residences Exposed to Aircraft Operations
150/5000-17	Critical Aircraft and Regular Use Determination
150/5020-1	Noise Control and Compatibility Planning for Airports
150/5070-6B, Changes 1 - 2	Airport Master Plans
150/5070-7 Change 1	The Airport System Planning Process
150/5100-13C	Development of State Aviation Standards for Airport Pavement Construction
150/5200-28G	Notices to Airmen (NOTAMs) for Airport Operators
150/5200-30D, Changes 1 - 2	Airport Field Condition Assessments and Winter Operations Safety
150/5200-31C, Changes 1 - 2	Airport Emergency Plan
150/5200-33C	Hazardous Wildlife Attractants on or near Airports

¹ All grant recipients are responsible for reviewing errata sheets and addendums pertaining to these Advisory Circulars.

NUMBER	TITLE
150/5200-34A	Construction or Establishment of Landfills Near Public Airports
150/5200-38	Protocol for the Conduct and Review of Wildlife Hazard Site Visits, Wildlife Hazard Assessments, and Wildlife Hazard Management Plans
150/5210-5D	Painting, Marking, and Lighting of Vehicles Used on an Airport
150/5210-7D	Aircraft Rescue and Fire Fighting Communications
150/5210-13C	Airport Water Rescue Plans and Equipment
150/5210-14B	Aircraft Rescue Fire Fighting Equipment, Tools and Clothing
150/5210-15A	Aircraft Rescue and Firefighting Station Building Design
150/5210-18A	Systems for Interactive Training of Airport Personnel
150/5210-19A	Driver's Enhanced Vision System (DEVs)
150/5220-10E	Guide Specification for Aircraft Rescue and Fire Fighting (ARFF) Vehicles
150/5220-16E, Change 1	Automated Weather Observing Systems (AWOS) for Non-Federal Applications
150/5220-17B	Aircraft Rescue and Fire Fighting (ARFF) Training Facilities
150/5220-18A	Buildings for Storage and Maintenance of Airport Snow and Ice Control Equipment and Materials
150/5220-20A	Airport Snow and Ice Control Equipment
150/5220-21C	Aircraft Boarding Equipment
150/5220-22B	Engineered Materials Arresting Systems (EMAS) for Aircraft Overruns
150/5220-23A	Frangible Connections
150/5220-24	Airport Foreign Object Debris (FOD) Detection Equipment
150/5220-25	Airport Avian Radar Systems
150/5220-26, Changes 1 - 2	Airport Ground Vehicle Automatic Dependent Surveillance - Broadcast (ADS-B) Out Squitter Equipment
150/5230-4C	Aircraft Fuel Storage, Handling, Training, and Dispensing on Airports
150/5300-13B	Airport Design
150/5300-14D	Design of Aircraft Deicing Facilities
150/5300-15A	Use of Value Engineering for Engineering and Design of Airport Grant Projects

NUMBER	TITLE
150/5300-16B	General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey
150/5300-17C, Change 1	Standards for Using Remote Sensing Technologies in Airport Surveys
150/5300-18B, Change 1	General Guidance and Specifications for Submission of Aeronautical Surveys to NGS: Field Data Collection and Geographic Information System (GIS) Standards
150/5300-19	Airport Data and Information Program
150/5320-5D	Airport Drainage Design
150/5320-6G	Airport Pavement Design and Evaluation
150/5320-12C, Changes 1 - 8	Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces
150/5320-15A	Management of Airport Industrial Waste
150/5320-17A	Airfield Pavement Surface Evaluation and Rating Manuals
150/5325-4B	Runway Length Requirements for Airport Design
150/5335-5D	Standardized Method of Reporting Airport Pavement Strength - PCR
150/5340-1M, Change 1	Standards for Airport Markings
150/5340-5D	Segmented Circle Airport Marker System
150/5340-18G, Change 1	Standards for Airport Sign Systems
150/5340-26C	Maintenance of Airport Visual Aid Facilities
150/5340-30J	Design and Installation Details for Airport Visual Aids
150/5345-3G	Specification for L-821, Panels for the Control of Airport Lighting
150/5345-5B	Specifications for Airport Lighting Circuit Selector Switch
150/5345-7F	Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits
150/5345-10H	Specification for Constant Current Regulators and Regulator Monitors
150/5345-12F	Specification for Airport and Heliport Beacons

NUMBER	TITLE
150/5345-13B	Specification for L-841 Auxilliary Relay Cabinet Assembly for Pilot Control of Airport Lighting Circuits
150/5345-26E	FAA Specification For L-823 Plug and Receptacle, Cable Connectors
150/5345-27F	FAA Specification for Wind Cone Assemblies
150/5345-28H	Precision Approach Path Indicator (PAPI) Systems
150/5345-39E	Specification for L-853, Runway and Taxiway Retroreflective Markers
150/5345-42J	Specification for Airport Light Bases, Transformer Housings, Junction Boxes, and Accessories
150/5345-43J	Specification for Obstruction Lighting Equipment
150/5345-44K	Specification for Runway and Taxiway Signs
150/5345-45C	Low-Impact Resistant (LIR) Structures
150/5345-46E	Specification for Runway and Taxiway Light Fixtures
150/5345-47C	Specification for Series to Series Isolation Transformers for Airport Lighting Systems
150/5345-49D	Specification L-854, Radio Control Equipment
150/5345-50B	Specification for Portable Runway and Taxiway Lights
150/5345-51B	Specification for Discharge-Type Flashing Light Equipment
150/5345-52A	Generic Visual Glideslope Indicators (GVGI)
150/5345-53D	Airport Lighting Equipment Certification Program
150/5345-54B	Specification for L-884, Power and Control Unit for Land and Hold Short Lighting Systems
150/5345-55A	Specification for L-893, Lighted Visual Aid to Indicate Temporary Runway Closure
150/5345-56B	Specification for L-890 Airport Lighting Control and Monitoring System (ALCMS)
150/5360-12F	Airport Signing and Graphics
150/5360-13A	Airport Terminal Planning
150/5360-14A	Access to Airports By Individuals With Disabilities
150/5370-2G	Operational Safety on Airports During Construction

NUMBER	TITLE
150/5370-10H	Standard Specifications for Construction of Airports
150/5370-11B	Use of Nondestructive Testing in the Evaluation of Airport Pavements
150/5370-13A	Off-Peak Construction of Airport Pavements Using Hot-Mix Asphalt
150/5370-15B	Airside Applications for Artificial Turf
150/5370-16	Rapid Construction of Rigid (Portland Cement Concrete) Airfield Pavements
150/5370-17	Airside Use of Heated Pavement Systems
150/5380-6C	Guidelines and Procedures for Maintenance of Airport Pavements
150/5380-7B	Airport Pavement Management Program
150/5380-9	Guidelines and Procedures for Measuring Airfield Pavement Roughness
150/5390-2C	Helicopter Design
150/5395-1B	Seaplane Bases

THE FOLLOWING ADDITIONAL ADVISORY CIRCULARS APPLY TO AIP AND BIL PROJECTS ONLY

NUMBER	TITLE
150/5100-14E, Change 1	Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects
150/5100-17, Changes 1 - 7	Land Acquisition and Relocation Assistance for Airport Improvement Program Assisted Projects
150/5100-21	State Block Grant Program
150/5370-12B	Quality Management for Federally Funded Airport Construction Projects



FAA Airports

ASSURANCES AIRPORT SPONSORS

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

B. Duration and Applicability.

1. Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.

The terms, conditions and assurances of this Grant Agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.

The preceding paragraph (1) also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. Airport Planning Undertaken by a Sponsor.

Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, and 37 in Section C apply to planning projects. The terms, conditions, and

assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Grant including but not limited to the following:

FEDERAL LEGISLATION

- a. 49 U.S.C. subtitle VII, as amended.
- b. Davis-Bacon Act, as amended — 40 U.S.C. §§ 3141-3144, 3146, and 3147, et seq.¹
- c. Federal Fair Labor Standards Act – 29 U.S.C. § 201, et seq.
- d. Hatch Act – 5 U.S.C. § 1501, et seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. § 4601, et seq.^{1, 2}
- f. National Historic Preservation Act of 1966 – Section 106 – 54 U.S.C. § 306108.¹
- g. Archeological and Historic Preservation Act of 1974 – 54 U.S.C. § 312501, et seq.¹
- h. Native Americans Grave Repatriation Act – 25 U.S.C. § 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended – 42 U.S.C. § 7401, et seq.
- j. Coastal Zone Management Act, P.L. 92-583, as amended – 16 U.S.C. § 1451, et seq.
- k. Flood Disaster Protection Act of 1973 – Section 102(a) - 42 U.S.C. § 4012a.¹
- l. 49 U.S.C. § 303, (formerly known as Section 4(f)).
- m. Rehabilitation Act of 1973 – 29 U.S.C. § 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.) (prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 – 42 U.S.C. § 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968, as amended – 42 U.S.C. § 4151, et seq.¹
- s. Powerplant and Industrial Fuel Use Act of 1978 – Section 403 – 42 U.S.C. § 8373.¹
- t. Contract Work Hours and Safety Standards Act – 40 U.S.C. § 3701, et seq.¹
- u. Copeland Anti-kickback Act – 18 U.S.C. § 874.¹

- v. National Environmental Policy Act of 1969 – 42 U.S.C. § 4321, et seq.¹
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. § 1271, et seq.
- x. Single Audit Act of 1984 – 31 U.S.C. § 7501, et seq.²
- y. Drug-Free Workplace Act of 1988 – 41 U.S.C. §§ 8101 through 8105.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (P.L. 109-282, as amended by section 6202 of P.L. 110-252).
- aa. Civil Rights Restoration Act of 1987, P.L. 100-259.
- bb. Build America, Buy America Act, P.L. 117-58, Title IX.

EXECUTIVE ORDERS

- a. Executive Order 11246 – Equal Employment Opportunity¹
- b. Executive Order 11990 – Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 – Intergovernmental Review of Federal Programs
- e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction¹
- f. Executive Order 12898 – Environmental Justice
- g. Executive Order 13166 – Improving Access to Services for Persons with Limited English Proficiency
- h. Executive Order 13985 – Executive Order on Advancing Racial Equity and Support for Underserved Communities Through the Federal Government
- i. Executive Order 13988 – Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation
- j. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America’s Workers
- k. Executive Order 14008 – Tackling the Climate Crisis at Home and Abroad

FEDERAL REGULATIONS

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. ^{4,5}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 14 CFR Part 13 – Investigative and Enforcement Procedures.
- e. 14 CFR Part 16 – Rules of Practice for Federally-Assisted Airport Enforcement Proceedings.
- f. 14 CFR Part 150 – Airport Noise Compatibility Planning.

- g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.
- h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.
- i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.¹
- j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed In Whole or in Part by Loans or Grants from the United States.¹
- k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).¹
- l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).¹
- m. 49 CFR Part 20 – New Restrictions on Lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.^{1, 2}
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.¹
- s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.
- t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.
- u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).
- v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.
- x. 49 CFR Part 41 – Seismic Safety.

FOOTNOTES TO ASSURANCE (C)(1)

¹ These laws do not apply to airport planning sponsors.

² These laws do not apply to private sponsors.

³ 2 CFR Part 200 contains requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation shall

apply where applicable to private sponsors receiving Federal assistance under Title 49, United States Code.

- ⁴ Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- ⁵ Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this Grant Agreement.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this Grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this Grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this Grant Agreement which it will own or control.

4. Good Title.

- a.** It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
- b.** For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

- a.** It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere

with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

- b. Subject to the FAA Act of 2018, Public Law 115-254, Section 163, it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.
- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

7. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where the project may be located.

8. Consultation with Users.

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. Public Hearings.

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. Metropolitan Planning Organization.

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. Pavement Preventive Maintenance-Management.

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under 49 U.S.C. § 44706, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the project in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The

accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.

- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor under 40 U.S.C. §§ 3141-3144, 3146, and 3147, Public Building, Property, and Works), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in 49 U.S.C. § 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this Grant Agreement, and, upon approval of the Secretary, shall be incorporated into this Grant Agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this Grant Agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state, and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:
 1. Operating the airport's aeronautical facilities whenever required;
 2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 3. Promptly notifying pilots of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or

facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.

- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect Instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. Economic Nondiscrimination.

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:
 - 1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
 - 2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
- d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
- e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable

classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.

- f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.
- g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
- h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
- i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for

which a Grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
 1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.
 2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
 3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 U.S.C. § 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95.
- b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.
- c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of 49 U.S.C. § 47107.

26. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the

public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;

- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this Grant Agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that:

- a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

- a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:
1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
 2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
 3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
 4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.

Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

- b. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:
1. eliminate such adverse effect in a manner approved by the Secretary; or
 2. bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4); creed and sex (including sexual orientation and gender identity) per 49 U.S.C. § 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this Grant.

- a. Using the definitions of activity, facility, and program as found and defined in 49 CFR §§ 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.
- b. Applicability
 1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
 2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
 3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
2. So long as the sponsor retains ownership or possession of the property.

d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

"The (**Selection Criteria: Sponsor Name**), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, [select businesses, or disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award."

e. Required Contract Provisions.

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.

2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
 - a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:
 1. Reinvestment in an approved noise compatibility project;
 2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
 3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117;
 4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
 5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development

project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:
 1. Reinvestment in an approved noise compatibility project;
 2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
 3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117;
 4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
 5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.
- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.
- d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U.S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this Grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by

the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (<https://www.faa.gov/airports/aip/media/aip-pfc-checklist.pdf>) for AIP projects as of 11-17-2022.

35. Relocation and Real Property Acquisition.

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C of 49 CFR Part 24 and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin, or sex, in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 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. §§ 3801-3809, 3812).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

- a. If the airport owner or operator of a medium or large hub airport (as defined in 49 U.S.C. § 47102) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:
 1. Describes the requests;
 2. Provides an explanation as to why the requests could not be accommodated; and
 3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

LEGISLATIVE INITIATIVE FORM

Date: 9/8/2023
Reference: Rules
Dual Reference:
Initiative: R 92

Title of Proposed Resolution:

A RESOLUTION REGARDING THE ACCEPTANCE OF MONIES FROM THE FEDERAL AVIATION ADMINISTRATION AND THE NYS DEPARTMENT OF TRANSPORTATION FOR TAXIWAY IMPROVEMENTS AT THE SCHENECTADY COUNTY AIRPORT AND TO MAKE APPROPRIATE BUDGETARY AMENDMENTS

Purpose and General Idea:

Provides Authorization to Accept Federal Aviation Administration Funding for General Aviation North Apron Reconstruction.

Summary of Specific Provisions:

Authorization to accept \$421,000.00 from the Federal Aviation Administration (FAA) to design the reconstruction of the General Aviation North Apron and adjacent taxiway. Using various Federal, State, and local funding sources.

Effects Upon Present Law:

The Schenectady County Department of Finance provides the following amendment to the County's 2023 Capital Budget to align the project budget for the design of the North Apron Ramp with the various Federal, State, and local funding sources.

CAPITAL BUDGET

Amend Capital Project 5610230001

Increase Appropriation Code By:

H545610.401000	Airports – Capital	\$21,024
----------------	--------------------	----------

Increase Revenue Codes By:

H33333.3592	Airport – State Aid	\$1,050
H43333.4592	Airport – Federal Aid – FAA	\$18,924
H93333.5710	Obligation Serial Bonds	\$1,050

I recommend that this budget amendment be presented to the Schenectady County Legislature for consideration.

Justification:

Peter Knutson, P.E., Director of the Bureau of Engineering, states that the General Aviation North Apron known as the “ramp”, has not been repaired in over 17 years and the current conditions are well beyond its useful life. We have been approved by the FAA to receive a grant to design the complete reconstruction of the ramp and the adjacent taxiway. The asphalt has deteriorated to such an extent that there is a concern with rocks, and debris known as Foreign Object Damage (FOD), parts of the asphalt could strike the propeller, as well as the asphalt could be sucked into the engines of any aircraft that uses the area. The grant will consist of 90% of funding from the Federal Government, 5% from the NYS Government, and a 5% match from the County.

Sponsor: The Committee on Rules

Co-Sponsor:

COUNTY OF SCHENECTADY




RORY FLUMAN
COUNTY MANAGER

OFFICE OF THE COUNTY MANAGER
620 STATE STREET
SCHENECTADY, NEW YORK 12305

TELEPHONE: (518) 388-4355
FAX: (518) 388-4590

To: Honorable Chairperson and Members of the Legislature

From: Rory Fluman, County Manager 

CC: Geoffrey T. Hall, Clerk of the Legislature
Paul Sheldon, Director of Public Works
Peter Knutson, Director of Bureau of Engineering
Jaclyn Falotico, Commissioner of Finance

Date: September 8, 2023

RE: Authorization to Accept Federal Aviation Administration Funding for General Aviation North Apron Reconstruction (Design)

Attached are memoranda from Paul Sheldon, Director of Public Works, and Peter Knutson, Director of Bureau of Engineering, requesting authorization to accept \$421,000.00, from the Federal Aviation Administration. This funding will be used to design the reconstruction of General Aviation North Apron and adjacent taxiway. As Mr. Knutson indicates, the asphalt has deteriorated to such an extent that there are concerns that parts of the asphalt could strike the propeller or be sucked into the engines of any aircraft that uses the area.

The grant breakdown consists of 90% funding from federal government, 5% from NY State government, and a 5% match from Schenectady County.

The attached memorandum from Jaclyn Falotico, Commissioner of Finance, details the necessary budget amendment.

I recommend your approval.

**Schenectady County
Inter-Department Memorandum**

DATE: September 6, 2023

TO: Rory Fluman, County Manager

FROM: Paul Sheldon, P.E., Director of Public Works

COPIES: File PS

SUBJECT: Federal Grant for General Aviation North Apron - Design

Attached is a memorandum from Peter Knutson, P.E., Director of the Bureau of Engineering, requesting authorization to accept design funding from the FAA for the General Aviation North Apron at the Schenectady County Airport. The North Apron is located next to the Empire State Aerosciences Museum. The funding for the project is 90% federal, 5% New York State and 5% County.

We recommend your approval of the federal grant application.

COUNTY OF SCHENECTADY

Memorandum

DATE: September 6th, 2023

TO: Paul Sheldon, Commissioner of Public Works

FROM: Peter Knutson, Director of the Bureau of Engineering *PKC*

COPY: S. Harris

SUBJECT: Grant for General Aviation North Apron Reconstruction (Design)

The General Aviation North Apron known as the "ramp", has not been repaired in over 17 years and the current condition is well beyond its useful life. We were approved by the Federal Aviation Administration (FAA) to receive a grant to design the complete reconstruction of the ramp and adjacent taxiway. The condition of this area is such that, parts of the asphalt have become dangerous for aircraft to traverse for fear of striking a propeller or sucking into their engines, rocks and debris known as Foreign Object Damage or "FOD".

The contract with CHA would allow for the Airport to design the ramp to meet or exceed all current FAA rules and regulations. Once completed the ramp area would then be scheduled for construction during the Federal Fiscal Year of 2025.

The current total of the grant is \$421,000.00, that amount is 90% federally funded, 5% state with a 5% local matching funds.

I request that the County Legislature approves this grant for the opportunity to improve our Airport.

County of Schenectady
620 State Street, 3rd Floor,
Schenectady, N. Y. 12305
(518) 388-4260
(518) 388-4248 Fax



Memo

TO: Rory Fluman, County Manager
FROM: Jaelyn Falotico, Commissioner of Finance *JF*
DATE: September 8, 2023
SUBJECT: Capital Budget Amendment – North Apron Ramp Design

The Schenectady County Department of Finance provides the following amendment to the County’s 2023 Capital Budget to align the project budget for the design of the North Apron Ramp with the various Federal, State, and local funding sources.

CAPITAL BUDGET

Amend Capital Project 5610230001

Increase Appropriation Code By:

H545610.401000	Airports – Capital	<u>\$21,024</u>
----------------	--------------------	-----------------

Increase Revenue Codes By:

H33333.3592	Airport – State Aid	<u>\$1,050</u>
H43333.4592	Airport – Federal Aid – FAA	<u>\$18,924</u>
H93333.5710	Obligation Serial Bonds	<u>\$1,050</u>

I recommend that this budget amendment be presented to the Schenectady County Legislature for consideration.



U.S. Department
of Transportation
Federal Aviation
Administration

Airports Division
Eastern Region
New York, New Jersey

New York Airports District
Office:
159-30 Rockaway Blvd, Rm
111
Jamaica, NY 11434-4848

August 8, 2023

Mr. Rory Fluman, County Manager
Schenectady County Department of Engineering & Public Works
100 Keller Ave
Schenectady, New York 12306

Dear Mr. Fluman:

The Grant Offer for Airport Improvement Program (AIP) Project No. 3-36-0106-066-2023 at Schenectady County Airport is attached for execution. This letter outlines the steps you must take to properly enter into this agreement and provides other useful information. Please read the conditions, special conditions, and assurances that comprise the grant offer carefully.

You may not make any modification to the text, terms or conditions of the grant offer.

Steps You Must Take to Enter Into Agreement.

To properly enter into this agreement, you must do the following:

1. The governing body must give authority to execute the grant to the individual(s) signing the grant, i.e., the person signing the document must be the sponsor's authorized representative(s) (hereinafter "authorized representative").
2. The authorized representative must execute the grant by adding their electronic signature to the appropriate certificate at the end of the agreement.
3. Once the authorized representative has electronically signed the grant, the sponsor's attorney(s) will automatically receive an email notification.
4. On the same day or after the authorized representative has signed the grant, the sponsor's attorney(s) will add their electronic signature to the appropriate certificate at the end of the agreement.
5. If there are co-sponsors, the authorized representative(s) and sponsor's attorney(s) must follow the above procedures to fully execute the grant and finalize the process. Signatures must be obtained and finalized no later than **August 31, 2023**.
6. The fully executed grant will then be automatically sent to all parties as an email attachment.

Payment. Subject to the requirements in 2 CFR § 200.305 (Federal Payment), each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System.

Project Timing. The terms and conditions of this agreement require you to complete the project without undue delay and no later than the Period of Performance end date (1,460 days from the grant execution

date). We will be monitoring your progress to ensure proper stewardship of these Federal funds. We expect you to submit payment requests for reimbursement of allowable incurred project expenses consistent with project progress. Your grant may be placed in "Inactive" status if you do not make draws on a regular basis, which will affect your ability to receive future grant offers. Costs incurred after the Period of Performance ends are generally not allowable and will be rejected unless authorized by the FAA in advance.

Reporting. Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- For all grants, you must submit by December 31st of each year this grant is open:
 1. A signed/dated SF-270 (Request for Advance or Reimbursement for non-construction projects) or SF-271 or equivalent (Outlay Report and Request for Reimbursement for Construction Programs), and
 2. An SF-425 (Federal Financial Report).
- » For non-construction projects, you must submit FAA Form 5100-140, Performance Report within 30 days of the end of the Federal fiscal year.
- For construction projects, you must submit FAA Form 5370-1, Construction Progress and Inspection Report, within 30 days of the end of each Federal fiscal quarter.

Audit Requirements. As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR Part 200. Subpart F requires non-Federal entities that expend \$750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to ensure your organization will comply with applicable audit requirements and standards.

Closeout. Once the project(s) is completed and all costs are determined, we ask that you work with your FAA contact indicated below to close the project without delay and submit the necessary final closeout documentation as required by your Region/Airports District Office.

FAA Contact Information. Sophia Parise, (718) 995-5749, Sophia.M.Parise@faa.gov is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein.

We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,



Evelyn Martinez
Manager, New York Airports District Office



U.S. Department
of Transportation
Federal Aviation
Administration

FEDERAL AVIATION ADMINISTRATION AIRPORT IMPROVEMENT PROGRAM

FY 2023 Airport Improvement Program (AIP)

GRANT AGREEMENT

Part I - Offer

Federal Award Offer Date	<u>August 8, 2023</u>
Airport/Planning Area	<u>Schenectady County Airport</u>
FY2023 AIP Grant Number	<u>3-36-0106-066-2023</u>
Unique Entity Identifier	<u>JE9WHU4NGJJ8</u>
TO:	<u>County of Schenectady</u>
	(herein called the "Sponsor")

FROM: The United States of America (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated January 31, 2023, for a grant of Federal funds for a project at or associated with the Schenectady County Airport, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the Schenectady County Airport (herein called the "Project") consisting of the following:

Reconstruct the existing GA North Apron Pavement, including pavement markings and associated drainage - Design Rehabilitate the existing GA North Apron Taxilane Pavement - Design Reconstruct the existing GA North Apron Lighting system - Design

which is more fully described in the Project Application.

NOW THEREFORE, Pursuant to and for the purpose of carrying out the Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (Public Law Number 115-254); the Department of Transportation Appropriations Act, 2021 (Public Law

116-260, Division L); the Consolidated Appropriations Act, 2022 (Public Law 117-103); Consolidated Appropriations Act, 2023 (Public Law 117-328); and the representations contained in the Project Application; and in consideration of: (a) the Sponsor's adoption and ratification of the Grant Assurances attached hereto; (b) the Sponsor's acceptance of this Offer; and (c) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurance and conditions as herein provided;

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay ninety (90) percent of the allowable costs incurred accomplishing the Project as the United States share of the Project.

Assistance Listings Number (Formerly CFDA Number): 20.106

This Offer is made on and SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$378,921.

The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):

\$ 0 for planning;

\$ 378,921 airport development or noise program Implementation; and,

\$ 0 for land acquisition.

The source of this Grant includes funding from the Small Airport Fund, in accordance with 49 U.S.C. § 47116.

2. **Grant Performance.** This Grant Agreement is subject to the following Federal award requirements:
 - a. **Period of Performance:**
 1. Shall start on the date the Sponsor formally accepts this Agreement and is the date signed by the last Sponsor signatory to the Agreement. The end date of the Period of Performance is 4 years (1,460 calendar days) from the date of acceptance. The Period of Performance end date shall not affect, relieve, or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.
 2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions or budget periods. (2 Code of Federal Regulations (CFR) § 200.1).
 - b. **Budget Period:**
 1. For this Grant is 4 years (1,460 calendar days) and follows the same start and end date as the Period of Performance provided in paragraph (2)(a)(1). Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the Budget Period.

2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to 2 CFR § 200.308.

c. Close Out and Termination

1. Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the period of performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the grant within one year of the Period of Performance end date with the information available at the end of 120 days. (2 CFR § 200.344).
 2. The FAA may terminate this Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340, or other Federal regulatory or statutory authorities as applicable.
3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
 4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.
 5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 U.S.C. § 47109, the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"), and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
 6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this Agreement, 49 U.S.C. Chapters 471 and 475, the regulations, and the Secretary's policies and procedures. Per 2 CFR § 200.308, the Sponsor agrees to report and request prior FAA approval for any disengagement from performing the project that exceeds three months or a 25 percent reduction in time devoted to the project. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the grant assurances, which are part of this Agreement.
 7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
 8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before August 31, 2023, or such subsequent date as may be prescribed in writing by the FAA.
 9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this Grant Agreement, the term "Federal funds"

- means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.
10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this Grant Agreement.
11. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**
- a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR § 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
 - b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at <https://sam.gov/content/entity-registration>.
12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this Agreement electronically via the Delphi Invoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
13. **Informal Letter Amendment of AIP Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.
- The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of Condition No. 1, Maximum Obligation.
- The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.
- An informal letter amendment has the same force and effect as a formal grant amendment.
14. **Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.

15. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
16. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 U.S.C. § 50101, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for which funds are provided under this Grant. The Sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this Grant.
17. **Build America, Buy America.** The Sponsor must comply with the requirements under the Build America, Buy America Act (Public Law 117-58).
18. **Maximum Obligation Increase.** In accordance with 49 U.S.C. § 47108(b)(3), as amended, the maximum obligation of the United States, as stated in Condition No. 1, Maximum Obligation, of this Grant Offer:
- a. May not be increased for a planning project;
 - b. May be increased by not more than 15 percent for development projects if funds are available;
 - c. May be increased by not more than the greater of the following for a land project, if funds are available:
 1. 15 percent; or
 2. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

If the Sponsor requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in 49 U.S.C. § 47110, or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same Federal share provided herein for any amount increased over the initial grant amount. The FAA may adjust the Federal share as applicable through an informal letter of amendment.

19. **Audits for Sponsors.**

PUBLIC SPONSORS. The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA. Sponsors that expend less than \$750,000 in Federal awards and are exempt from Federal audit requirements must make records available for review or audit by the appropriate Federal agency officials, State, and Government Accountability Office. The FAA and other appropriate Federal agencies may request additional information to meet all Federal audit requirements.

20. **Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:
- a. Verify the non-Federal entity is eligible to participate in this Federal program by:

1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or
 2. Collecting a certification statement from the non-Federal entity attesting they are not excluded or disqualified from participating; or
 3. Adding a clause or condition to covered transactions attesting the individual or firm are not excluded or disqualified from participating.
- b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions with their contractors and sub-contractors.
 - c. Immediately disclose in writing to the FAA whenever (1) the Sponsor learns they have entered into a covered transaction with an ineligible entity or (2) the Public Sponsor suspends or debar a contractor, person, or entity.

21. Ban on Texting While Driving.

- a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - i. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - ii. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded with this Grant.

22. Trafficking in Persons.

- a. *Posting of contact information.*
 1. The Sponsor must post the contact information of the national human trafficking hotline (including options to reach out to the hotline such as through phone, text, or TTY) in all public airport restrooms.
- b. *Provisions applicable to a recipient that is a private entity.*
 1. You as the recipient, your employees, subrecipients under this Grant, and subrecipients' employees may not:
 - i. Engage in severe forms of trafficking in persons during the period of time that the Grant and applicable conditions are in effect;
 - ii. Procure a commercial sex act during the period of time that the Grant and applicable conditions are in effect; or

- iii. Use forced labor in the performance of the Grant or any subgrants under this Grant.
 - 2. We as the Federal awarding agency, may unilaterally terminate this Grant, without penalty, if you or a subrecipient that is a private entity –
 - i. Is determined to have violated a prohibition in paragraph (a) of this Grant Condition; or
 - ii. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated a prohibition in paragraph (a) of this Grant Condition through conduct that is either –
 - a) Associated with performance under this Grant; or
 - b) Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 2 CFR Part 1200.
- c. *Provision applicable to a recipient other than a private entity.* We as the Federal awarding agency may unilaterally terminate this Grant, without penalty, if a subrecipient that is a private entity –
 - 1. Is determined to have violated an applicable prohibition in paragraph (a) of this Grant Condition; or
 - 2. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated an applicable prohibition in paragraph (a) of this Grant Condition through conduct that is either –
 - i. Associated with performance under this Grant; or
 - ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 2 CFR Part 1200.
- d. *Provisions applicable to any recipient.*
 - 1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (a) of this Grant Condition.
 - 2. Our right to terminate unilaterally that is described in paragraph (a) or (b) of this Grant Condition:
 - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended [22 U.S.C. § 7104(g)], and
 - ii. Is in addition to all other remedies for noncompliance that are available to us under this Grant.
 - 3. You must include the requirements of paragraph (a) of this Grant Condition in any subgrant you make to a private entity.

e. *Definitions.* For purposes of this Grant Condition:

1. "Employee" means either:
 - i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this Grant; or
 - ii. Another person engaged in the performance of the project or program under this Grant and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
 2. "Force labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
 3. "Private entity":
 - i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR § 175.25.
 - ii. Includes:
 - a) A nonprofit organization, including any nonprofit institute of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR § 175.25(b).
 - b) A for-profit organization.
 4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. § 7102).
23. **AIP Funded Work Included in a PFC Application.** Within 90 days of acceptance of this Grant Agreement, the Sponsor must submit to the FAA an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this Grant Agreement as described in the project application. The airport sponsor may not make any expenditure under this Grant Agreement until project work addressed under this Grant Agreement is removed from an approved PFC application by amendment.
24. **Exhibit "A" Property Map.** The Exhibit "A" Property Map dated 05-01-2023, is incorporated herein by reference or is submitted with the project application and made part of this Grant Agreement.
25. **Employee Protection from Reprisal.**
- a. **Prohibition of Reprisals**
 1. In accordance with 41 U.S.C. § 4712, an employee of a Sponsor, grantee, subgrantee, contractor, or subcontractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (a)(2) below, information that the employee reasonably believes is evidence of:
 - i. Gross mismanagement of a Federal grant;

- ii. Gross waste of Federal funds;
 - iii. An abuse of authority relating to implementation or use of Federal funds;
 - iv. A substantial and specific danger to public health or safety; or
 - v. A violation of law, rule, or regulation related to a Federal grant.
2. Persons and bodies covered. The persons and bodies to which a disclosure by an employee is covered are as follows:
- i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Federal employee responsible for contract or grant oversight or management at the relevant agency;
 - v. A court or grand jury;
 - vi. A management official or other employee of the Sponsor, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct; or
 - vii. An authorized official of the Department of Justice or other law enforcement agency.
- b. Investigation of Complaints.
- 1. Submission of Complaint. A person who believes that they have been subjected to a reprisal prohibited by paragraph (a) of this Condition may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
 - 2. Time Limitation for Submittal of a Complaint. A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
 - 3. Required Actions of the Inspector General. Actions, limitations, and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b).
- c. Remedy and Enforcement Authority.
- 1. Assumption of Rights to Civil Remedy. Upon receipt of an explanation of a decision not to conduct or continue an investigation by the OIG, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c)(2).
26. **Prohibited Telecommunications and Video Surveillance Services and Equipment.** The Sponsor agrees to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 § 889(f)(1)] and 2 CFR § 200.216.
27. **Critical Infrastructure Security and Resilience.** The Sponsor acknowledges that it has considered and addressed physical and cybersecurity and resilience in their project planning, design, and oversight, as determined by the DOT and the Department of Homeland Security (DHS). For airports that do not have specific DOT or DHS cybersecurity requirements, the FAA encourages the voluntary adoption of the cybersecurity requirements from the Transportation Security Administration and Federal Security Director Identified for security risk Category X airports.

SPECIAL CONDITIONS

28. **Airport Layout Plan.** The Sponsor understands and agrees to update the Airport Layout Plan to reflect the construction to standards satisfactory to the FAA and submit it in final form to the FAA as prescribed by 49 U.S.C. § 47107(a)(16). It is further mutually agreed that the reasonable cost of developing said Airport Layout Plan Map is an allowable cost within the scope of this project, if applicable. Airport Sponsors Grant Assurance 29 further addresses the Sponsor's statutory obligations to maintain an airport layout plan in accordance with 49 U.S.C. § 47107(a)(16).
29. **Lighting.** The Sponsor must operate and maintain the lighting system during the useful life of the system in accordance with applicable FAA standards.
30. **Disadvantaged Business Enterprise (DBE)/Airport Concessions Disadvantaged Business Enterprise (ACDBE) Program.** The Sponsor understands and agrees that the FAA will not make nor be obligated to make any payments on this Grant until the Sponsor has received from the FAA Office of Civil Rights approval of its DBE Program (reflecting compliance with 49 CFR Part 26), and, if applicable its ACDBE program (reflecting compliance with 49 CFR Part 23).
31. **Pavement Maintenance Management Program.** The Sponsor agrees that it will implement an effective airport pavement maintenance management program as required by Airport Sponsor Grant Assurance 11, Pavement Preventive Maintenance-Management, which is codified at 49 U.S.C. § 47105(e). The Sponsor agrees that it will use the program for the useful life of any pavement constructed, reconstructed, or repaired with Federal financial assistance at the airport. The Sponsor further agrees that the program will:
- a. Follow the current version of FAA Advisory Circular 150/5380-6, "Guidelines and Procedures for Maintenance of Airport Pavements," for specific guidelines and procedures for maintaining airport pavements, establishing an effective maintenance program, specific types of distress and its probable cause, inspection guidelines, and recommended methods of repair;
 - b. Detail the procedures to be followed to assure that proper pavement maintenance, both preventive and repair, is performed;
 - c. Include a Pavement Inventory, Inspection Schedule, Record Keeping, Information Retrieval, and Reference, meeting the following requirements:
 1. Pavement Inventory. The following must be depicted in an appropriate form and level of detail:
 - i. Location of all runways, taxiways, and aprons;
 - ii. Dimensions;
 - iii. Type of pavement; and,
 - iv. Year of construction or most recent major rehabilitation.
 2. Inspection Schedule.
 - i. Detailed Inspection. A detailed inspection must be performed at least once a year. If a history of recorded pavement deterioration is available, i.e., Pavement Condition Index (PCI) survey as set forth in the current

version of Advisory Circular 150/5380-6, the frequency of inspections may be extended to three years.

- ii. **Drive-By Inspection.** A drive-by inspection must be performed a minimum of once per month to detect unexpected changes in the pavement condition. For drive-by inspections, the date of inspection and any maintenance performed must be recorded.
 - 3. **Record Keeping.** Complete information on the findings of all detailed inspections and on the maintenance performed must be recorded and kept on file for a minimum of five years. The type of distress, location, and remedial action, scheduled or performed, must be documented. The minimum information is:
 - i. Inspection date;
 - ii. Location;
 - iii. Distress types; and
 - iv. Maintenance scheduled or performed.
 - 4. **Information Retrieval System.** The Sponsor must be able to retrieve the information and records produced by the pavement survey to provide a report to the FAA as may be required.
32. **Plans and Specifications Prior to Bidding.** The Sponsor agrees that it will submit plans and specifications for FAA review prior to advertising for bids.
33. **Plans and Specifications Approval Based Upon Certification.** The FAA and the Sponsor agree that the FAA's approval of the Sponsor's Plans and Specification is based primarily upon the Sponsor's certification to carry out the project in accordance with policies, standards, and specifications approved by the FAA. The Sponsor understands that:
- a. The Sponsor's certification does not relieve the Sponsor of the requirement to obtain prior FAA approval for modifications to published FAA airport development grant standards or to notify the FAA of any limitations to competition within the project;
 - b. The FAA's acceptance of a Sponsor's certification does not limit the FAA from reviewing appropriate project documentation for the purpose of validating the certification statements; and
 - c. If the FAA determines that the Sponsor has not complied with their certification statements, the FAA will review the associated project costs to determine whether such costs are allowable under this Grant.
34. **Consultant Contract and Cost Analysis.** The Sponsor understands and agrees that no reimbursement will be made on the consultant contract portion of this Grant until the FAA has received the consultant contract, the Sponsor's analysis of costs, and the independent fee estimate.
35. **Design Grant.** This Grant Agreement is being issued in order to complete the design of the project. The Sponsor understands and agrees that within 2 years after the design is completed that the Sponsor will accept, subject to the availability of the amount of Federal funding identified in the Airport Capital Improvement Plan (ACIP), a grant to complete the construction of the project in order to provide a useful and useable unit of work. The Sponsor also understands that if the FAA has provided Federal funding to complete the design for the project,

and the Sponsor has not completed the design within four (4) years from the execution of this Grant Agreement, the FAA may suspend or terminate grants related to the design.

36. **Buy American Executive Orders**. The Sponsor agrees to abide by applicable Executive Orders in effect at the time this Grant Agreement is executed, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the Grant Assurances, terms, and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.¹

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**



(Signature)

Evelyn Martinez

(Typed Name)

Manager, New York Airports District Office

(Title of FAA Official)

¹ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this Offer and In the Project Application.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.²

Dated August 14, 2023

County of Schenectady

(Name of Sponsor)

Rory Fluman
Rory Fluman (Aug 14, 2023 07:50 EDT)

(Signature of Sponsor's Authorized Official)

By: **Rory Fluman**

(Typed Name of Sponsor's Authorized Official)

Title: **County Manager**

(Title of Sponsor's Authorized Official)

² Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR'S ATTORNEY

I, Christopher H Gardner, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of New York. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; and Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (Public Law Number 115-254); the Department of Transportation Appropriations Act, 2021 (Public Law 116-260, Division L); the Consolidated Appropriations Act, 2022 (Public Law 117-103); Consolidated Appropriations Act, 2023 (Public Law 117-328); and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.³

Dated at August 29, 2023


By: Christopher H Gardner (Aug 28, 2023 14:59 EDT)
(Signature of Sponsor's Attorney)

³ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

ASSURANCES

AIRPORT SPONSORS

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

B. Duration and Applicability.

1. **Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.**

The terms, conditions and assurances of this Grant Agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.**

The preceding paragraph (1) also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. **Airport Planning Undertaken by a Sponsor.**

Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, and 37 in Section C apply to planning projects. The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Grant including but not limited to the following:

FEDERAL LEGISLATION

- a. 49, U.S.C., subtitle VII, as amended.
- b. Davis-Bacon Act, as amended — 40 U.S.C. §§ 3141-3144, 3146, and 3147, et seq.¹
- c. Federal Fair Labor Standards Act - 29 U.S.C. § 201, et seq.
- d. Hatch Act – 5 U.S.C. § 1501, et seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. § 4601, et seq.^{1, 2}
- f. National Historic Preservation Act of 1966 – Section 106 - 54 U.S.C. § 306108.1.¹
- g. Archeological and Historic Preservation Act of 1974 - 54 U.S.C. § 312501, et seq.¹
- h. Native Americans Grave Repatriation Act - 25 U.S.C. Section § 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended - 42 U.S.C. § 7401, et seq.
- j. Coastal Zone Management Act, P.L. 92-583, as amended - 16 U.S.C. § 1451, et seq.
- k. Flood Disaster Protection Act of 1973 – Section 102(a) - 42 U.S.C. § 4012a.¹
- l. 49 U.S.C. § 303, (formerly known as Section 4(f)).
- m. Rehabilitation Act of 1973 - 29 U.S.C. § 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.) (prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 - 42 U.S.C. § 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968, as amended - 42 U.S.C. § 4151, et seq.¹
- s. Powerplant and Industrial Fuel Use Act of 1978 – Section 403 - 42 U.S.C. § 8373.¹
- t. Contract Work Hours and Safety Standards Act - 40 U.S.C. § 3701, et seq.¹
- u. Copeland Anti-kickback Act - 18 U.S.C. § 874.¹
- v. National Environmental Policy Act of 1969 - 42 U.S.C. § 4321, et seq.¹
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. § 1271, et seq.
- x. Single Audit Act of 1984 - 31 U.S.C. § 7501, et seq.²
- y. Drug-Free Workplace Act of 1988 - 41 U.S.C. §§ 8101 through 8105.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (P.L. 109-282, as amended by section 6202 of P.L. 110-252).

- aa. Civil Rights Restoration Act of 1987, P.L. 100-259.
- bb. Build America, Buy America Act, P.L. 117-58, Title IX.

EXECUTIVE ORDERS

- a. Executive Order 11246 – Equal Employment Opportunity¹
- b. Executive Order 11990 – Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 – Intergovernmental Review of Federal Programs
- e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction¹
- f. Executive Order 12898 – Environmental Justice
- g. Executive Order 13166 – Improving Access to Services for Persons with Limited English Proficiency
- h. Executive Order 13985 – Executive Order on Advancing Racial Equity and Support for Underserved Communities Through the Federal Government
- i. Executive Order 13988 – Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation
- j. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America’s Workers
- k. Executive Order 14008 – Tackling the Climate Crisis at Home and Abroad

FEDERAL REGULATIONS

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.^{4,5}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 14 CFR Part 13 – Investigative and Enforcement Procedures.
- e. 14 CFR Part 16 – Rules of Practice For Federally-Assisted Airport Enforcement Proceedings.
- f. 14 CFR Part 150 – Airport Noise Compatibility Planning.
- g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.
- h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.
- i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.¹
- j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed In Whole or in Part by Loans or Grants from the United States.¹

- k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).¹
- l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).¹
- m. 49 CFR Part 20 – New Restrictions on Lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.^{1 2}
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.¹
- s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.
- t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.
- u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).
- v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.
- x. 49 CFR Part 41 – Seismic Safety.

FOOTNOTES TO ASSURANCE (C)(1)

- ¹ These laws do not apply to airport planning sponsors.
- ² These laws do not apply to private sponsors.
- ³ 2 CFR Part 200 contains requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation shall apply where applicable to private sponsors receiving Federal assistance under Title 49, United States Code.
- ⁴ Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- ⁵ Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this grant agreement.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this Grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this Grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this Grant Agreement which it will own or control.

4. Good Title.

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. Subject to the FAA Act of 2018, Public Law 115-254, Section 163, it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or

document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.

- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
 - d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
 - e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
 - f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.
 - g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.
- 6. Consistency with Local Plans.**

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

7. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where the project may be located.

8. Consultation with Users.

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. Public Hearings.

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. Metropolitan Planning Organization.

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. Pavement Preventive Maintenance-Management.

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under 49 U.S.C. § 44706, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the project in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a Grant or relating to the project in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United

States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor under 40 U.S.C. §§ 3141-3144, 3146, and 3147, Public Building, Property, and Works), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in 49 U.S.C. § 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this Grant Agreement, and, upon approval of the Secretary, shall be incorporated into this Grant Agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this Grant Agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.

- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, State and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:
 - 1. Operating the airport's aeronautical facilities whenever required;
 - 2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 - 3. Promptly notifying pilots of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. Economic Nondiscrimination.

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:
 1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
 2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
- d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
- e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.
- f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fuelling) that it may choose to perform.
- g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.

- h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
- i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a Grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
 - 1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the

revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 U.S.C. § 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95
 - b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.
 - c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of 49 U.S.C. § 47107.

26. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this Grant Agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and

2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that:

- a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

- a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:
 1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
 2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
 3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
 4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.

Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The

sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

- b. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:
 - 1. eliminate such adverse effect in a manner approved by the Secretary; or
 - 2. bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4); creed and sex (including sexual orientation and gender identity) per 49 U.S.C. § 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this Grant.

- a. Using the definitions of activity, facility, and program as found and defined in 49 CFR §§ 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.
- b. Applicability
 - 1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
 - 2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
 - 3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.
- c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is

to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
 2. So long as the sponsor retains ownership or possession of the property.
- d. **Required Solicitation Language.** It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:
- “The (County of Schenectady), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, [select businesses, or disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.”**
- e. **Required Contract Provisions.**
1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
 2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
 3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
 4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
 - a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other

participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.

- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

1. Reinvestment in an approved noise compatibility project;
2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117
4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

1. Reinvestment in an approved noise compatibility project;
2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117
4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.
- d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U.S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this Grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (<https://www.faa.gov/airports/aip/media/aip-pfc-checklist.pdf>) for AIP projects as of January 31, 2023.

35. Relocation and Real Property Acquisition.

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C of 49 CFR Part 24 and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin, or sex, in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 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. §§ 3801-3809, 3812).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

- a. If the airport owner or operator of a medium or large hub airport (as defined in 49 U.S.C. § 47102) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:
 1. Describes the requests;
 2. Provides an explanation as to why the requests could not be accommodated; and
 3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

Application for Federal Assistance SF-424

*** 1. Type of Submission:**

- Preapplication
- Application
- Changed/Corrected Application

*** 2. Type of Application:**

- New
- Continuation
- Revision

* If Revision, select appropriate letter(s):

* Other (Specify):

3. Date Received:

01/31/2023

4. Applicant Identifier:

SCH

5a. Federal Entity Identifier:

36-0106

5b. Federal Award Identifier:

3-36-0106-XXX-2023

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

* a. Legal Name: Schenectady County

* b. Employer/Taxpayer Identification Number (EIN/TIN):

14-6002431

* c. UEI:

JE9WHU4NGJJB

d. Address:

* Street1: 100 Keller Ave.

Street2:

* City: Schenectady

County/Parish:

* State:

NY: New York

Province:

* Country:

USA: UNITED STATES

* Zip / Postal Code: 12306-1126

e. Organizational Unit:

Department Name:

Department of Engineering & Public Works

Division Name:

f. Name and contact information of person to be contacted on matters involving this application:

Prefix:

* First Name:

Paul

Middle Name:

* Last Name:

Sheldon

Suffix:

Title: Commissioner of Aviation

Organizational Affiliation:

* Telephone Number: 518-356-5340, ext. 3234

Fax Number: 518-356-9077

* Email: paul.sheldon@schenectadycounty.com

Application for Federal Assistance SF-424

*** 9. Type of Applicant 1: Select Applicant Type:**

B: County Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

*** Other (specify):**

*** 10. Name of Federal Agency:**

Federal Aviation Administration

11. Catalog of Federal Domestic Assistance Number:

20.106

CFDA Title:

Airport Improvement Program (AIP)

*** 12. Funding Opportunity Number:**

-

*** Title:**

-

13. Competition Identification Number:

-

Title:

-

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment

Delete Attachment

View Attachment

*** 15. Descriptive Title of Applicant's Project:**

General Aviation North Apron Reconstruction (Design)

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

Application for Federal Assistance SF-426

16. Congressional Districts Of:

* a. Applicant

* b. Program/Project

Attach an additional list of Program/Project Congressional Districts if needed.

17. Proposed Project:

* a. Start Date:

* b. End Date:

18. Estimated Funding (\$):

* a. Federal	<input type="text" value="378,923.00"/>
* b. Applicant	<input type="text" value="21,051.00"/>
* c. State	<input type="text" value="21,050.00"/>
* d. Local	<input type="text" value="0.00"/>
* e. Other	<input type="text" value="0.00"/>
* f. Program Income	<input type="text" value="0.00"/>
* g. TOTAL	<input type="text" value="421,024.00"/>

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

a. This application was made available to the State under the Executive Order 12372 Process for review on

b. Program is subject to E.O. 12372 but has not been selected by the State for review.

c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**

Yes No

If "Yes", provide explanation and attach

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix:

* First Name:

Middle Name:

* Last Name:

Suffix:

* Title:

* Telephone Number: Fax Number:

* Email:

* Signature of Authorized Representative:



* Date Signed:

Application for Federal Assistance (Development and Equipment Projects)

PART II – PROJECT APPROVAL INFORMATION

Part II - SECTION A	
The term "Sponsor" refers to the applicant name provided in box 8 of the associated SF-424 form.	
Item 1. Does Sponsor maintain an active registration in the System for Award Management (www.SAM.gov)?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Item 2. Can Sponsor commence the work identified in the application in the fiscal year the grant is made or within six months after the grant is made, whichever is later?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
Item 3. Are there any foreseeable events that would delay completion of the project? If yes, provide attachment to this form that lists the events.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
Item 4. Will the project(s) covered by this request have impacts or effects on the environment that require mitigating measures? If yes, attach a summary listing of mitigating measures to this application and identify the name and date of the environmental document(s).	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
Item 5. Is the project covered by this request included in an approved Passenger Facility Charge (PFC) application or other Federal assistance program? If yes, please identify other funding sources by checking all applicable boxes.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
<input type="checkbox"/> The project is included in an <i>approved</i> PFC application. If included in an approved PFC application, does the application <i>only</i> address AIP matching share? <input type="checkbox"/> Yes <input type="checkbox"/> No	
<input type="checkbox"/> The project is included in another Federal Assistance program. Its CFDA number is below.	
Item 6. Will the requested Federal assistance include Sponsor indirect costs as described in 2 CFR Appendix VII to Part 200, States and Local Government and Indian Tribe Indirect Cost Proposals?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
If the request for Federal assistance includes a claim for allowable indirect costs, select the applicable indirect cost rate the Sponsor proposes to apply:	
<input type="checkbox"/> De Minimis rate of 10% as permitted by 2 CFR § 200.414.	
<input type="checkbox"/> Negotiated Rate equal to	% as approved by _____ (the Cognizant Agency) on _____ (Date) (2 CFR part 200, appendix VII).
<i>Note: Refer to the instructions for limitations of application associated with claiming Sponsor indirect costs.</i>	

PART II - SECTION B

Certification Regarding Lobbying

The declarations made on this page are under the signature of the authorized representative as identified in box 21 of form SF-424, to which this form is attached. The term "Sponsor" refers to the applicant name provided in box 8 of the associated SF-424 form.

The Authorized Representative certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sponsor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Authorized Representative shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The Authorized Representative shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

PART II – SECTION C

The Sponsor hereby represents and certifies as follows:

1. Compatible Land Use – The Sponsor has taken the following actions to assure compatible usage of land adjacent to or in the vicinity of the airport:

The project is located within Sponsor-owned property.

2. Defaults – The Sponsor is not in default on any obligation to the United States or any agency of the United States Government relative to the development, operation, or maintenance of any airport, except as stated herewith:

The Sponsor is not in default of any obligation to the United States or any agency of the United States government.

3. Possible Disabilities – There are no facts or circumstances (including the existence of effective or proposed leases, use agreements or other legal instruments affecting use of the Airport or the existence of pending litigation or other legal proceedings) which in reasonable probability might make it impossible for the Sponsor to carry out and complete the Project or carry out the provisions of the Grant Assurances, either by limiting its legal or financial ability or otherwise, except as follows:

The Sponsor has no facts/circumstances which would prevent completion of the project or compliance with Assurances

4. Consistency with Local Plans – The project is reasonably consistent with plans existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

The project is consistent with plans of public agencies authorized by the State of New York.

5. Consideration of Local Interest – It has given fair consideration to the interest of communities in or near where the project may be located.

The property has given fair consideration to the interest of communities near the airport.

6. Consultation with Users – In making a decision to undertake an airport development project under Title 49, United States Code, it has consulted with airport users that will potentially be affected by the project (§ 47105(a)(2)).

Airport users and stakeholders will be involved and considered during the design process.

7. Public Hearings – In projects involving the location of an airport, an airport runway or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

The project qualified for Categorical Exclusion under NEPA guidelines; therefore no Public Hearing was conducted.

8. Air and Water Quality Standards – In projects involving airport location, a major runway extension, or runway location it will provide for the Governor of the state in which the project is located to certify in writing to the Secretary that the project will be located, designed, constructed, and operated so as to comply with applicable and air and water quality standards. In any case where such standards have not been approved and where applicable air and water quality standards have been promulgated by the Administrator of the Environmental Protection Agency, certification shall be obtained from such Administrator. Notice of certification or refusal to certify shall be provided within sixty days after the project application has been received by the Secretary.

N/A

PART II – SECTION C (Continued)

9. Exclusive Rights – There is no grant of an exclusive right for the conduct of any aeronautical activity at any airport owned or controlled by the Sponsor except as follows:

N/A

10. Land – (a) The sponsor holds the following property interest in the following areas of land, which are to be developed or used as part of or in connection with the Airport subject to the following exceptions, encumbrances, and adverse interests, all of which areas are identified on the aforementioned property map designated as Exhibit "A". [1]

N/A

The Sponsor further certifies that the above is based on a title examination by a qualified attorney or title company and that such attorney or title company has determined that the Sponsor holds the above property interests.

(b) The Sponsor will acquire within a reasonable time, but in any event prior to the start of any construction work under the Project, the following property interest in the following areas of land on which such construction work is to be performed, all of which areas are identified on the aforementioned property map designated as Exhibit "A". [1]

N/A

(c) The Sponsor will acquire within a reasonable time, and if feasible prior to the completion of all construction work under the Project, the following property interest in the following areas of land which are to be developed or used as part of or in connection with the Airport as it will be upon completion of the Project, all of which areas are identified on the aforementioned property map designated as Exhibit "A". [1]

N/A

¹ State the character of property interest in each area and list and identify for each all exceptions, encumbrances, and adverse interests of every kind and nature, including liens, easements, leases, etc. The separate areas of land need only be identified here by the area numbers shown on the property map.

PART III – BUDGET INFORMATION – CONSTRUCTION

SECTION A – GENERAL	
1. Assistance Listing Number:	20.106
2. Functional or Other Breakout:	Airport Improvement Program

SECTION B – CALCULATION OF FEDERAL GRANT			
Cost Classification	Latest Approved Amount (Use only for revisions)	Adjustment + or (-) Amount (Use only for revisions)	Total Amount Required
1. Administration expense			\$ 7,444
2. Preliminary expense			
3. Land, structures, right-of-way			
4. Architectural engineering basic fees			412,000
5. Other Architectural engineering fees			
6. Project inspection fees			
7. Land development			
8. Relocation Expenses			
9. Relocation payments to Individuals and Businesses			
10. Demolition and removal			
11. Construction and project improvement			
12. Equipment			
13. Miscellaneous			1,580
14. Subtotal (Lines 1 through 13)			
15. Estimated Income (if applicable)			
16. Net Project Amount (Line 14 minus 15)			
17. Less: Ineligible Exclusions (Section C, line 23 g.)			
18. Subtotal (Lines 16 through 17)			
19. Federal Share requested of Line 18			
20. Grantee share			
21. Other shares			
22. TOTAL PROJECT (Lines 19, 20 & 21)			\$ 421,024

SECTION C – EXCLUSIONS	
23. Classification (Description of non-participating work)	Amount Ineligible for Participation
a.	
b.	
c.	
d.	
e.	
f.	
g. Total	

SECTION D – PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE	
24. Grantee Share – Fund Categories	Amount
a. Securities	
b. Mortgages	
c. Appropriations (by Applicant)	21,051
d. Bonds	
e. Tax Levies	
f. Non-Cash	
g. Other (Explain):	
h. TOTAL - Grantee share	\$ 21,051
25. Other Shares	Amount
a. State	21,050
b. Other	
c. TOTAL - Other Shares	\$ 21,050
26. TOTAL NON-FEDERAL FINANCING	\$ 42,101

SECTION E – REMARKS (Attach sheets if additional space is required)
(Discretionary Funds)

PART IV – PROGRAM NARRATIVE
(Suggested Format)

PROJECT: General Aviation North Apron Reconstruction (Design)

AIRPORT: Schenectady County Airport (SCH)

1. Objective:

This project will include the design efforts associated with the Reconstruction of the General Aviation North Apron and Rehabilitation of an adjacent jug-handle style Taxiway.

2. Benefits Anticipated:

The reconstruction will improve the apron pavement, which has exceeded its 20-year life expectancy. The current pavement condition is extremely deteriorated and consists of crumbling asphalt, delamination, alligator cracking, and asphalt heaves. The existing apron does not contain sufficient apron lighting and will be updated to FAA approved lighting and electrical equipment.

3. Approach: (See approved Scope of Work in Final Application)

See attached Scope of Services

4. Geographic Location:

Schenectady County Airport (SCH)
42° 51' 9.786" N / 73° 55' 46.432" W

5. If Applicable, Provide Additional Information:

-

6. Sponsor's Representative: (include address & telephone number)

Representative: Paul Sheldon
Address: 100 Keller Ave.; Schenectady, NY 12306-1126
Phone #: 518-356-5340, ext. 3234

Item Description	Work Code	Percentage of Work	Long-Terming Subtotal	Apportionment	Apportionment	Apportionment	Apportionment
GA North Apron Pavement Reconstruction (550' x 250')	RC AP IM (NPR 69)	90.0%	\$ 370,800.00	\$ 6,699.60	\$ 1,422.00	\$ 18,946.00	\$ 18,946.00
			\$ 370,800.00	\$ 6,699.60	\$ 1,422.00	\$ 18,946.00	\$ 18,946.00
GA North Apron Lighting Reconstruction	RC AP LI (NPR 69)	3.0%	\$ 12,360.00	\$ 223.32	\$ 47.40	\$ 631.00	\$ 631.00
			\$ 12,360.00	\$ 223.32	\$ 47.40	\$ 631.00	\$ 631.00
Taxilane Rehabilitation (850' x 45')	RE TL IM (NPR 69)	7.0%	\$ 28,840.00	\$ 521.08	\$ 110.60	\$ 1,473.00	\$ 1,473.00
			\$ 28,840.00	\$ 521.08	\$ 110.60	\$ 1,473.00	\$ 1,473.00
Taxilane Rehabilitation Totals:			\$ 28,840.00	\$ 521.08	\$ 110.60	\$ 1,473.00	\$ 1,473.00
GA North Apron Pavement Reconstruction Totals:			\$ 370,800.00	\$ 6,699.60	\$ 1,422.00	\$ 18,946.00	\$ 18,946.00
GA North Apron Lighting Reconstruction Totals:			\$ 12,360.00	\$ 223.32	\$ 47.40	\$ 631.00	\$ 631.00
Taxilane Rehabilitation Totals:			\$ 28,840.00	\$ 521.08	\$ 110.60	\$ 1,473.00	\$ 1,473.00
Grand Total:			\$ 411,980.00	\$ 7,444.00	\$ 1,580.00	\$ 20,850.00	\$ 20,850.00

This project will include a Full Depth Reconstruction of the General Aviation North Apron, and a 180 and Overlay Rehabilitation of the adjacent Taxilane between the North Apron and Taxiway D. The project will also include the placement of Temporary and Permanent Pavement Markings, Topsoil, Seal, and Match. Additionally, the lighting associated with the GA North Apron will be replaced.

System Administration*	\$ 7,444.00
Independent Fee Estimate	\$ 1,580.00
Engineering Services	\$ 412,000.00

*System Administration = 2% of the Prime (then 10% of Engineering Services and Independent Fee Estimate for 100,000 max. below 10.0k)

Engineering Services	13 (Months)
GA Apron PCI	37 (V-Log Pairs)

*PCI: Calculated in January 2021