

ALBANY COUNTY AIRPORT AUTHORITY
 ALBANY INTERNATIONAL AIRPORT
 ADMINISTRATION BUILDING
 SUITE 200
 ALBANY, NEW YORK 12211-1057

TEL: 518-242-2222
 ADMIN FAX: 518-242-2641
 FINANCE FAX: 518-242-2640
 SITE: www.albanyairport.com

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

ACAA Approved
 12-16-2020

October 1, 2020

Pursuant to notice duly given and posted, the regular telephonic meeting of the Albany County Airport Authority was called to order on Monday, October, 2020 at 11:30 a.m. via telephonic by Chairman Kenneth J. Doyle with the following present:

MEMBERS PRESENT

Rev. Kenneth J. Doyle
 Lyon M. Greenberg, M.D.
 Steven H. Heider
 Kevin R. Hicks
 Samuel A. Fresina
 Sari M. O'Connor

MEMBERS ABSENT

Tony Gorman

STAFF

Philip F. Calderone, Esq.
 Michael F. Zonsius
 Christine C. Quinn
 Liz Charland
 Steve Iachetta
 Matthew J. Cannon

ATTENDEES

None

Action Items:

- 1. Authorization of Contracts/Leases/Contract Negotiations/Contract Amendments**
 - 1.1 Negotiations: Professional Services: Authorization to Negotiate Contract S-20-1064 with McFarland-Johnson, Inc. for Taxiway "A" Pavement Rehabilitation Design; Airport Improvement Program 3-36-0001-xx-2021**

Mr. Iachetta requested authorization to proceed with negotiations for professional engineering service Contract S-20-1064 with McFarland-Johnson, Inc. of Binghamton with local offices in Saratoga Springs as recommended by the ACAA Selection Committee. He advised five competitive Request for Qualification

responses were received on September 28, 2020. The McFarland-Johnson team with Prudent Engineering and QCQA Laboratories, Inc. had a higher point score based on team criteria evaluations. Contract award is scheduled for the November 9 Board meeting following completion of professional service scope and fee negotiations. Award will be contingent on satisfaction of Federal DBE program compliance. Prospective funding is programmed with FAA as AIP Entitlement grant #3-36-0001-xx-2021.

Dr. Greenberg moved to authorize Negotiations for Contract S-20-1064 with McFarland-Johnson, Inc. for Taxiway "A" Pavement Rehabilitation Design; Airport Improvement Program 3-36-0001-xx-2021. The motion was adopted unanimously.

There being no further business, the meeting was adjourned at 11:40 a.m.

ALBANY COUNTY AIRPORT AUTHORITY

REGULAR MEETING

AGENDA

October 1, 2020

Action Items:

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

- 10.1 Negotiations: Professional Services: Authorization to Negotiate Contract S-20-1064 with McFarland-Johnson, Inc. for Taxiway "A" Pavement Rehabilitation Design; Airport Improvement Program 3-36-0001-xx-2021**

11. Authorization of Change Orders

11.1 Change Order #1: Authorization to award Change Order #1 Contract 930-GC Airfield Drainage Culvert Replacement to Rifenburg Contracting Corp.

11.2 Change Order #2: Authorization to award Change Order #2 to Contract No. 1009-PAV Long Term and Employee Parking Lot Paving to New Castle Paving

12. Authorization of Federal and State Grants

None

13. Informational Only

Old Business:

New Business:

Executive Session - Attorney-Client Privilege Matters:

ES-1 One Personnel Matter

ALBANY COUNTY AIRPORT AUTHORITY

**Moderator: Liz Charland
October 1, 2020
10:28 am CT**

Woman 1: ...back == noise.

Woman 2: Oh, okay. Thank you.

Woman 1: This is - okay.

Samuel Fresina: Hey guys, it's Sam.

Operator: All participants are now in listen-only mode.

((Crosstalk))

Lyon Greenberg: ...maybe too soon. (Unintelligible). Some are very close. Some of them -
some of the medical universities are very close. (Unintelligible)...

((Crosstalk))

Kenneth Doyle: And it sits so close to the dorms.

Lyon Greenberg: Yes. Kind of happens.

Woman 2: Who was that that just got on?

Lyon Greenberg: Steve Heider from...

Woman 2: Oh, hi Steve.

Steven Heider: I heard somebody talk about doughnuts.

Woman 2: Oh, that was Father Doyle. He was saying he wished we had doughnuts.

Lyon Greenberg: There's a number of people that are susceptible (unintelligible) but that doesn't make any difference whether it gets lower because people (unintelligible).

Woman 2: Okay. That...

Lyon Greenberg: ...(unintelligible) P&L. All of these things contribute to (unintelligible) one. You have to have lower than one (unintelligible).

Woman 1: Lower than 1%.

Lyon Greenberg: Yes...

((Crosstalk))

Woman 1: Oh.

Lyon Greenberg: ...(unintelligible).

Woman 1: Did...?

Lyon Greenberg: Absolutely (unintelligible)...

((Crosstalk))

Woman 2: So (unintelligible) that up to - were you just going to start the meeting?

Lyon Greenberg: (Unintelligible)...

((Crosstalk))

Kenneth Doyle: You said that yesterday. Yes.

Woman 2: Yes. Okay.

((Crosstalk))

Kenneth Doyle: So...

Woman 2: So Steve's doing the presenting...

((Crosstalk))

Woman 2: Steve's doing the presenting...

Kenneth Doyle: Okay.

Woman 2: ...when we have a quorum so...

((Crosstalk))

Kenneth Doyle: We got it. We got a quorum?

Woman 2: Yes. And you got a quorum.

Kenneth Doyle: Well, thank you.

Lyon Greenberg: That's how we do it (unintelligible) when you think of - think the only people that are affected by (unintelligible)...

((Crosstalk))

Kenneth Doyle: I think we can start.

Woman 1: Okay.

((Crosstalk))

Lyon Greenberg: Over to you.

Woman 1: (Unintelligible).

Kenneth Doyle: We're going to call the meeting to order and I think Steve you're the presenter here today.

Steven Heider: Thank you very much Father. Appreciate everyone's accommodation in your schedule in this fine autumn day. Hope everyone is well.

((Crosstalk))

Kevin Hicks: Sorry for being late Father. My apologies.

Woman 2: Oh, okay. Hi Kevin. I got you.

Kenneth Doyle: Hi Kevin.

Kevin Hicks: Okay, thank you.

Woman 2: Thank you.

Steven Heider: Very good. Thank you so much. So thank you for supporting the FAA's request to keep our AIP grant program in process. This is authorization to negotiate contract S-20-1064.

We've done 1064 contracts since the terminal development with McFarland-Johnson for taxiway alpha pavement rehabilitation design under Airport Improvement Program funding.

In a normal year it'd be 90% federal, 5% state, 5% airport authority. The CARES Act is covering all AIP this year and we'll see whether it's continued into the '21 cycle.

So this is to support design for the spring bidding and summer grant cycle coming up in 2021. That's why the meeting is necessary to meet FAA's strict schedule requirements.

We advertised a competitive request for qualifications following the FAA guidance for selection of consultants as normal. Nothing has changed in this process.

Every autumn we do this for the upcoming year grant cycle. Five competitive engineering firms responded and the Authority Staff Selection Committee with CEO, airport counsel, myself and airport Chief Engineer, John LaClaire, met and confidentially, independently scored a ranking selection on a 100 scale based on the normal criteria that's working the FAA circular guidance.

So McFarland came out slightly ahead of the other four teams based on recent experience. All the teams were very well-qualified. I should say this was very competitive and we are historically spreading the work.

McFarland recently completed the terminal ramp glycol collection construction. They're very well-versed for the FAA requirements airside in assuring continuous aircraft operations as were other teams but the - McFarland scored slightly higher.

So today's authorization is necessary to allow negotiation of a contract scope and fee to be brought to the November 9 scheduled meeting of this board for authorization of a contract on Monday the 9th.

So with that background I'd be very happy to entertain any questions. It's authorization to negotiate consultant agreement 20-1064 with McFarland. Then it will come back to the board November 9.

Kenneth Doyle: It - this is Father Doyle. So there's no financial impact right now. It's just the permission to negotiate and we'll get another chance at approving a contract. Is that right?

Steven Heider: Correct. (Unintelligible). I'd be happy to answer any questions on this authorization to negotiate a firm selected by the Authority Staff Selection Committee following our normal...

Kenneth Doyle: And McFarland's in Binghamton but they have a local office here, right? I - so it's already...

Steven Heider: They have over 20 staff at the Saratoga Springs...

Kenneth Doyle: Okay.

Steven Heider: ...(Broadway) office so they are in residence. They've recently completed other similar airside work here at the airport. All the teams were well-qualified. It was very competitive but they had the slightly higher numerical point score.

Lyon Greenberg: Have they done work for us before?

Kenneth Doyle: Yes, and they've had the most experience here and doing this kind of work. Any other questions? Steve or Kevin or Sari?

((Crosstalk))

Kenneth Doyle: A motion to approve the start of negotiations with this McFarland firm.

((Crosstalk))

Kenneth Doyle: Dr. Greenberg?

Lyon Greenberg: Second.

Kevin Hicks: So moved.

((Crosstalk))

Kevin Hicks: Kevin.

Kenneth Doyle: Kevin Hicks seconds. All those in favor?

Lyon Greenberg: Aye.

Kevin Hicks: Aye.

Kenneth Doyle: Thank you. Is it - is that our total agenda?

Lyon Greenberg: That's our total agenda. Any questions? Any other topics anyone would like to talk about?

Kenneth Doyle: I'd like to make a note that the doughnuts were very good and I ate them on behalf of the distant board members.

Kevin Hicks: Oh, good. Good. Good job.

Kenneth Doyle: I'd like to just make a request -- this is Father -- and lead us in a brief prayer for a stimulus relief package that I think is moving forward. I think there is encouraging news out of Washington that the Speaker and the White House are talking about a stimulus package that would include funding for airlines and airports.

A few days ago when we heard that the bill included relief for airlines only, as soon as that word got out we reached out to our contacts at (NIEMA) and we also reached out to AAAE.

Letters were sent to our congressional delegation. (Matt) and I contacted Senator Schumer and senator - and Congressman Tonko's office directly and literally by the end of that day - and I'm not taking full credit but literally by the end of the day airports were included in the stimulus package for \$13.5 billion in...

((Crosstalk))

Kevin Hicks: Oh, that's great.

Kenneth Doyle: That's great. That's terrific.

Lyon Greenberg: If we were to get significant funds from there we probably will not dig into reserves at all, right? We would...

((Crosstalk))

Kevin Hicks: That's the...

((Crosstalk))

Kevin Hicks: That's in addition to the CARES Act, right?

Kenneth Doyle: That is in addition to the CARES Act.

((Crosstalk))

Kenneth Doyle: As you call it - \$50 million out of the CARES Act. We're being prudent and judicious in using it. It'll get us through next March or April of 2021 and so hopefully if we get another round of funding as Doc Greenberg said we'll be in good shape for next year 2021.

Lyon Greenberg: That's great.

Kevin Hicks: All right.

Kenneth Doyle: Okay, thanks everyone.

Steven Heider: And thank you everyone.

((Crosstalk))

Kevin Hicks: Yes. Yes it's...

Kenneth Doyle: ...good day.

Kevin Hicks: We'll see you Monday.

Kenneth Doyle: Right. Right.

((Crosstalk))

Lyon Greenberg: Move to adjourn.

Kenneth Doyle: A motion to adjourn. Dr. Greenberg?

((Crosstalk))

Steven Heider: We're all in favor.

Lyon Greenberg: All right. Sure is...

Kenneth Doyle: Thank you.

Lyon Greenberg: ...(unintelligible). Thank you Father. (Unintelligible).

Operator: We're sorry. Your conference is ending now. Please hang up.

END

NOTICE

TIMES UNION

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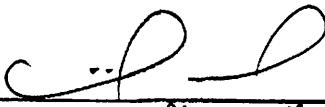
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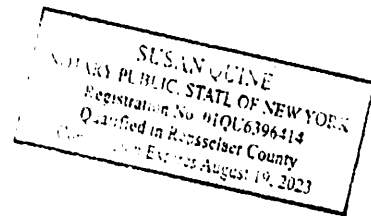
Account Number: 061026000
Order Number: 0004127567
Order Invoice Text: Telephonic Meeting

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

09-28-2020



Abigail Rubel 9-29-2020



Sworn to before me, this 29 day of Sept 2020.



Notary Public
Albany County

ALBANY COUNTY AIRPORT AUTHORITY

TELEPHONIC MEETING NOTICE

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

The Albany County Airport Authority will hold a telephonic meeting on Thursday, October 1, 2020 at 11:30 a.m.

Due to COVID-19 this will be a telephonic meeting. The call in number for the meeting is 866-590-5055 or 816-423-4282 Access Code 3535358.

TJH 4127567



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Website -
9/24/20
MLC*

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Liz Charland

From: Liz Charland
Sent: Thursday, September 24, 2020 3:39 PM
To: Bobbi Matthews; Chris Quinn; Doug Myers; Dwayne Lovely; Fred Acunto; Helen Chadderdon; Jenn Munger; John DelBalso; John LaClair; Katie Kane; Liz Charland; Margaret Herrmann; Matt Cannon; Michael Zonsius; Phil Calderone; Steve Iachetta
Subject: Telephonic Meeting Notice - Thursday October 1, 2020 at 11:30 a.m.

There is only one item on the agenda for this meeting. This will be a telephonic meeting only.

Please let me know if you have any questions.

Thank you.
Liz

ALBANY COUNTY AIRPORT AUTHORITY

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Liz Charland


From: Liz Charland
Sent: Thursday, September 24, 2020 3:34 PM
To: Bart Johnson; Bob Heitz; Brandon Russell, Majority Counsel; County Executive Daniel P. McCoy; Dave Collins; Douglas A. Bullock, Albany County Mass Transit Committee Chair; Eric Anderson; Fire Chief Dave Cook; Frank Mauriello, Albany County Minority Leader; Fred Acunto; George Penn (Albany County); Jill Bryce; John DelBalso; Lynne Lekakis Mass Transit Committee; Majority Leader Dennis Feeney; Mike DeMasi (Business Review); Mike DeSocio; Pam Allen; Pete Rea (prea@dot.state.ny.us); Spotlight News; WRGB News
Subject: Telephonic Meeting Notice

Tracking:

Recipient	Recall
Bart Johnson	
Bob Heitz	
Brandon Russell, Majority Counsel	
County Executive Daniel P. McCoy	
Dave Collins	Succeeded: 9/24/2020 3:35 PM
Douglas A. Bullock, Albany County Mass Transit Committee Chair	
Eric Anderson	
Fire Chief Dave Cook	
Frank Mauriello, Albany County Minority Leader	
Fred Acunto	
George Penn (Albany County)	
Jill Bryce	
John DelBalso	Failed: 9/24/2020 3:35 PM
Lynne Lekakis Mass Transit Committee	
Majority Leader Dennis Feeney	
Mike DeMasi (Business Review)	
Mike DeSocio	
Pam Allen	
Pete Rea (prea@dot.state.ny.us)	
Spotlight News	
WRGB News	
David Cook	Succeeded: 9/24/2020 3:36 PM

There is only one item on the agenda for this meeting. This is telephonic only.

Please let me know if you have any questions.

 Thank you.
LIZ

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Liz Charland

From: Liz Charland
Sent: Thursday, September 24, 2020 3:27 PM
To: TU Legals
Subject: Please publish one time ASAP. Account Number 061026000 - Thank you.

ALBANY COUNTY AIRPORT AUTHORITY

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Liz Charland

From: Liz Charland
Sent: Thursday, September 24, 2020 3:27 PM
To: Saratogian Newspapers; The Colonie Spotlight; The Gazette; The Troy Record
Subject: Please publish in the Community Section of your paper. Thank you.

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Liz Charland

From: Liz Charland
Sent: Thursday, September 24, 2020 3:26 PM
To: Kenneth Doyle; Kevin R. Hicks, Sr. - IPAD; Kevin R. Hicks, Sr. (Personal); Lyon Greenberg, MD; Lyon Greenberg, MD - IPAD; Rev. Kenneth Doyle (Personal); Samuel A. Fresina; Samuel A. Fresina - IPAD; Sari O'Connor; Steve Heider; Steven H. Heider; Tony Gorman; Tony Gorman - IPAD
Subject: ACAA Telephonic Board Meeting - Thursday October 1, 2020 at 11:30 a.m.
Importance: High

There is only going to be one item on the agenda. This will be a very quick meeting. Please confirm you'll be calling in.
Please let me know if you have any questions.
Thank you.
Liz

ALBANY COUNTY AIRPORT AUTHORITY
TELEPHONIC MEETING NOTICE

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Liz Charland

From: Liz Charland
Sent: Thursday, September 24, 2020 3:23 PM
To: Bart Johnson; Bob Heitz; Brandon Russell, Majority Counsel; County Executive Daniel P. McCoy; Dave Collins; Douglas A. Bullock, Albany County Mass Transit Committee Chair; Eric Anderson; Fire Chief Dave Cook; Frank Mauriello, Albany County Minority Leader; Fred Acunto; George Penn (Albany County); Jill Bryce; John DelBalso; Lynne Lekakis Mass Transit Committee; Majority Leader Dennis Feeney; Mike DeMasi (Business Review); Mike DeSocio; Pam Allen; Pete Rea (prea@dot.state.ny.us); Spotlight News; WRGB News
Subject: Thursday October 1, 2020 11:30 a.m. Telephonic Board Meeting

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ALBANY COUNTY AIRPORT AUTHORITY

TELEPHONIC MEETING

AGENDA

October 1, 2020

Action Item:

1. **Authorization of Contracts/Leases/Contract Negotiations/Contract Amendments**
 - 1.1 **NEGOTIATIONS: Professional Service Agreement: Authorization to Negotiate Professional Engineering Agreement S-20-1064: Taxiway A Pavement Rehabilitation Design and Construction Administration**

pd

AGENDA ITEM NO. 1.1

**Negotiations Professional Services:
Authorization to Negotiate Contract S-20-1064
with McFarland-Johnson, Inc. for Taxiway "A"
Pavement Rehabilitation Design;
Airport Improvement Program 3-36-0001-xx-2021**

AGENDA ITEM NO: 1.1
MEETING DATE: October 1, 2020

ALBANY COUNTY AIRPORT AUTHORITY
REQUEST FOR AUTHORIZATION

DEPARTMENT: *Planning and Engineering*

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

**ACAA Approved
Negotiations
10-01-2020**

PURPOSE OF REQUEST:

Negotiations
Professional Services: *Authorization to Negotiate Contract S-20-1064 with McFarland-Johnson, Inc. for Taxiway "A" Pavement Rehabilitation Design; Airport Improvement Program 3-36-0001-xx-2021*

CONTRACT AMOUNT:

Base Amount: *Not Applicable*

BUDGET INFORMATION:

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

FISCAL IMPACT - FUNDING (Dollars or Percentages)

Federal 90% State 5% Airport 5%
Term of Funding: 2021-2023
Grant No. 3-36-0001-xx-2021 ; NYS DOT PIN – 1A00.xx.

JUSTIFICATION:

Authorization is requested to proceed with negotiations for professional engineering service Contract S-20-1064 with McFarland-Johnson, Inc. of Binghamton with local offices in Saratoga Springs as recommended by the ACAA Selection Committee, Five competitive Request for Qualification responses were received on September 28, 2020. The RFQ was widely advertised and each competitive engineering team proposal was familiar with this Airport from prior projects and was deemed well qualified. The McFarland-Johnson team with Prudent Engineering and QCQA Laboratories, Inc. had a higher point score based on team criteria evaluations. Contract award is scheduled for the November 9th Board meeting following completion of professional service scope and fee negotiations. The last Taxiway A pavement resurfacing was completed in 2010. Award will be contingent on satisfaction of Federal DBE program compliance. Prospective funding is programmed with FAA as AIP Entitlement grant #3-36-0001-xx-2021.

CHIEF EXECUTIVE OFFICER'S RECOMMENDATION:

Recommend approval.

AGENDA ITEM NO: 1.1
MEETING DATE: October 1, 2020

FINAL AGREEMENT SUBJECT TO APPROVAL BY COUNSEL: YES NA _____

PROCUREMENT DEPARTMENT APPROVAL:

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

BACK-UP MATERIAL:

Please refer to the attached: Certification of Proposals Received; Proposal Received (with financials deleted); RFQ issued; and Selection Committee Recommendation Memo.


Contract #S-20-1064

Professional Engineering Services of Taxiway "A" Pavement Rehabilitation Design & Construction Administration

Company Name	CHA Consulting	Creighton Manning	C&S Companies	Passero Associates	McFarland Johnson
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I, Bobbi Matthews, certify that this proposal acknowledgment is a true copy of the submittals received for the proposal (RFQ) above.

Albany Airport Authority Purchasing Department


 Bobbi Matthews,
 Purchasing Agent

Sworn to before me this 28th day of September 2020.


 Notary Public

JENNIFER A. MUNGER
 Notary Public, State of New York
 No. 01MUG246332
 Qualified in Schenectady County
 Commission Expires Aug. 08, 2023



Professional Engineering Services
for Taxiway "A" Pavement Rehabilitation
Designing and Contract Administration
Contract # S-20-1064



September 28, 2020





McFarland Johnson

Innovative Solutions / Sustainable Results

60 Railroad Place, Suite 402 • Saratoga Springs, NY 12866

Phone: (518) 580-9380 • Fax: (518) 580-9383

www.mjinc.com

September 28, 2020

Ms. Bobbi Matthews, Purchasing Agent
Albany County Airport Authority, Albany International Airport
Albany, NY 12211-1057

RE: Proposal for: Taxiway "A" Pavement Rehabilitation Design and Construction Administration

Dear Ms. Mathews:

McFarland-Johnson, Inc. (MJ), is pleased to submit the enclosed package of qualifications for the Rehabilitation of Taxiway A. MJ has extensive experience with pavement rehabilitations at commercial service airports throughout New York. We have assembled a Capital District based team committed to delivering the design of this important project in time for a 2021 Construction Grant from the FAA. MJ believes our team is especially qualified to deliver for the following reasons:

Recent Phasing & CSPP Experience on Complex Airfield Projects:

Within the last three years MJ has completed complex airfield projects at Binghamton, Watertown, Syracuse, and Elmira/Corning. A key to these projects' successes has been developing thorough, FAA compliant, Construction Safety Phasing Plans (CSPP) in accordance with FAA deadlines. Perhaps more importantly, the CSPP must be developed so that all safety standards are met while minimizing operational disruptions. This will be especially critical as the air carriers consider how and where to invest their scarce resources in the recovery from the ongoing pandemic. MJ's recent experience at air carrier airports assures that a CSPP meeting all safety criteria while minimizing operational disruptions will be delivered on time.

Local Team with Albany International Airport Experience:

MJ has assembled a fully local team of design staff from MJ's Saratoga Springs office combined with local DBE Survey (Prudent), and local DVBE geotechnical (QCQA Laboratories). This team has successfully worked together on multiple projects developing a seamless workflow to deliver high-quality projects on time.

Detailed Independent Constructability Review by Tested Field Inspectors:

MJ incorporates our in-house construction administration staff into the design starting at the very beginning of the project. Our construction experts will provide insight and feedback throughout the design process and will be an important aspect of QA/QC on all deliverables. MJ will deliver a design that contains years of tried and tested real world experience, results in cost-effective solutions to technical challenges, and can be constructed using readily available equipment and materials. The benefit of these constructability reviews is a competitive bidding environment and fewer headaches during construction.

The employee owners of MJ are committed to providing attentive and high-quality service to ALB. We are confident that our highly skilled local team will make this project a success. If you have any questions, or require any further information, please contact me your Project Manager and ***primary contact person, Turner Bradford, via phone: 518-245-6663, or email: tbradford@mjinc.com.***

Sincerely,
McFarland-Johnson, Inc.

Jeffrey R. Wood, CSDP
Vice President

5.1 BUSINESS BACKGROUND



5.1.1 Number of Years in Business under Present Name: 27 Years

5.1.2

5.1.2.1 Date of Incorporation: 1/31/1928

5.1.2.2 State of Incorporation: New York

5.1.2.3 Names:

5.1.2.3.1 Name of President/CEO: Chad G. Nixon, MBA (President/Director of Aviation Services)
James M. Festa, PE (Chief Executive Officer)

5.1.2.3.2 Vice Presidents: Frank J. Greco, CPA (Senior Vice President / CFO)
Thomas Kendrick, PE (Vice President / Director of Transportation)
Jeffrey Wood, CSDP (Vice President / Director of Environmental Services)

5.1.2.3.3 Secretary/Clerk: Frank J. Greco, CPA (Senior Vice President/CFO)

5.1.2.3.4 Treasurer: Frank J. Greco, CPA (Senior Vice President/CFO)

5.1.3 Completion of All Awarded Contracts (McFarland Johnson)

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

No, McFarland-Johnson, Inc., has never failed to complete any contract awarded to us.

5.1.4 Completion of All Awarded Contracts (Officers' Previous Employers)

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

No officer of our firm has ever been an officer or partner of another firm that failed to complete a contract.

5.1.5 Past Financial Statements

McFarland Johnson is proud to state that even through the recent difficult economy and pandemic, we have continued to perform as a financially-robust company. **You will find, included as a separate attachment, a copy of our most recent past years financial statements for 2019, 2018, and 2017.**

5.1.6 Additional Firm Information

McFarland-Johnson, Inc. (MJ), established in 1946, is a 100% employee-owned, multi-disciplinary engineering firm with fully staffed engineering, planning, environmental, and construction administration departments comprised of mechanical, electrical, plumbing, fire protection, structural and site/civil engineers, as well as planners, GIS/CADD specialists, environmental analysts, technicians, construction administrators and resident engineers. MJ's permanent staff includes approximately 160 technical and administrative personnel. As a 100% employee-owned company, listening and responding to your concerns and fostering strong relationships, is important to us.

MJ has a robust aviation practice. More than 50% of MJ's work is aviation related. We are not a large corporation that happens to do a few airport projects – airports are in our DNA! We have worked closely with more than 100 aviation clients in the Northeast, and we have provided planning, engineering, and construction administration services for some of the busiest airports in New York State, including Buffalo Niagara, Syracuse, Elmira Corning, Greater Binghamton, Niagara Falls, Plattsburgh, and Albany International. As a NY-headquartered company, our staff plays a prominent role in aviation advocacy for New York.

5.2 EXPERIENCE & CAPABILITIES

5.2.1 Similar Completed Projects and References: **CRITERIA 7.3.1.1 and 7.3.4.3**

Greater Binghamton Airport, Parallel Taxiway H & K



This project consists of design and construction associated with the rehabilitation of existing Taxiways H, K, and intercepting taxiway stubs at the Greater Binghamton Airport (BGM). The project will extend Taxiway K by constructing a 50' wide x1,830' long parallel taxiway segment. This extension upgrades Taxiway K to a full standard parallel taxiway to Runway 10-28. The project will address a "Hot Spot" identified by BGM Runway Safety Action Team at the intersection of existing Taxiways A, H, and G, by removing Taxiway G. The project includes rehabilitation of the existing pavement surfaces of Taxiways H, L, M, and P; reconstruction of taxiway edge lights and guide signs with new electrical wire, conduit, light bases, and sign foundations; new pavement markings, soil restoration for the removal of Taxiway G, and Post Construction Stormwater Management Best Practices. The total cost of the project including design and construction is approximately \$5.8 million.

Scope:

- Pavement Design
- Taxiway Rehabilitation
- Taxiway Extension Design
- Taxiway Lighting and Signage
- Drainage Design
- Grading
- Construction Phasing

Key Staff: Steve Lange
Bill Verfuss
Jeff Wood

Client: Broome County

Name: Mark Heefner
Commissioner of Aviation

Address: 2534 Airport Road
Johnson City, NY 13790-4100

Phone: 607-763-4455

Watertown International Airport, Runway 7-25 and Intersection Rehabilitation



This project consists of design and construction for the rehabilitation of Runway 7-25. The project developed rehabilitation methods to address issues with pavement, drainage, lighting and signage for Runway 7-25, including the full Runway Object Free Area (ROFA) of the runway intersection with Runway 10-28. A key objective was to correct grading and drainage deficiencies in the runway intersection. The project included a Geotechnical Investigation Program to evaluate the existing pavement condition, the condition of the materials within the pavement section, existing soil properties, and the presence of groundwater. This information was evaluated to plan a rehabilitation strategy. Construction sequencing involved a comprehensive review of the aircraft mix, flight schedules and typical taxi patterns to determine appropriate work areas for the project. Sequencing considered airport operations to minimize impacts on airport users.

Scope:

- Construction Sequencing
- Drainage
- Grading
- Lighting
- Runway Rehabilitation Design
- Signage

Key Staff: Turner Bradford
Gregory Yang
Ashley Erdmann
Jeff Wood

Client: Jefferson County
Name: Grant Sussey
Airport Manager

Address: 21897 County Road 190
Watertown, NY 13601

Phone: 315-782-9174

Greater Binghamton Airport, Rehabilitation of Runway 10-28



This project includes the evaluation, design, bidding and construction administration services associated with the rehabilitation of the pavements, lighting systems and signage for the secondary runway at this commercial service airport. A construction safety and phasing program was developed in conjunction with airport operations, the airlines, tenants and the FAA to produce a plan that allows for the highest quality of construction, while minimizing the impacts on airport operations.

Scope:

- Airfield Pavement Rehabilitation Design
- Construction Administration
- Construction Safety & Phasing Plan
- Lighting System
- Signage

Key Staff: Steve Lange
Bill Verfuss
Jeff Wood

Client: Broome County

Name: Mark Heefner,
Commissioner of Aviation

Address: 2534 Airport Road
Johnson City, NY 13790-4100

Phone: 518-565-4795

Syracuse Hancock International Airport, Reconfigure Taxiways C, F, B, E, and G



Scope:

- Construction Safety & Phasing Plan
- Grading & Drainage Improvements
- New Airfield Pavement Design
- Runway & Taxiway Edge Lighting
- Signage
- Taxiway Geometry Improvements

Key Staff: Jared Moore
Bill Verfuss
Jeff Wood

Client: ARCADIS

Owner: Syracuse Regional Airport
Authority

Name: Brian Dorman,
Aviation Project Officer

Address: 1000 Colonel Eileen Collins Blvd
Syracuse, NY 13212

Phone: 315-454-3263

MJ provided complete design services for the taxiway reconfiguration project at this busy commercial service airport. The project involves the reconfiguration of exit Taxiways B, C, E, F and G at the Airport. These taxiways were identified as FAA "hot spots" meaning they either have a history or increased potential risk for collision or runway incursion. The project removes the existing taxiways and replaces them with new taxiways that are in conformance with current FAA geometric requirements.

MJ's design tasks included new pavement design, new runway and taxiway edge lighting, new signage, grading and drainage improvements as well as construction safety and phasing plans that minimize impacts on airport operations.

Elmira Corning Regional Airport, Parallel Taxiway A



This project involved design for the construction of a new parallel Taxiway A, to Runway 6-24, the primary runway at the Airport. It included new taxiway pavements, rehabilitation of existing taxiway pavements, extensive grading; drainage improvements; new taxiway edge lighting and guidance signage improvements; electrical vault modifications; relocation of the ASOS; new pavement markings to conform to current FAA geometric standards. The project had potentially significant impact on airfield operations including access from Runway 6-24 to the terminal area, FBO, and all other hangars, so project was phased to minimize impacts. Careful coordination with Air Traffic Control, the airlines, airport operations, and tenants was required. The project was bid in two phases to maximize available funding. Phase 2 was design and bid in an expedited manner to receive significant discretionary funding from the FAA.

Scope

- Construction Observation
- Design and Bid Phase Services
- Environmental Assessment
- Financial Planning / Funding

Key Staff: Jared Moore
Bill Verfuss
Jeff Wood

Client: Chemung County
Name: Tom Freeman,
Director of Aviation

Address: 276 Sing Sing Rd, Ste 1
Horseheads, NY 14845

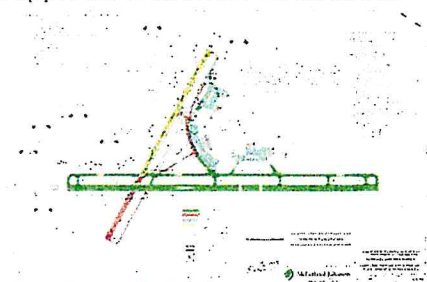
Phone: 607-739-5621

5.2.2 Ability to Complete Projects On Time and Within Budget **CRITERIA 7.3.4.2**

As evidenced by the 5 projects above MJ has had multiple successes completing complex pavement projects at commercial service airports in New York. MJ's approach is to coordinate closely with the airport, its users, and the FAA to ensure a timely delivery of designs, bids, and construction. In all of these projects MJ discovered that phasing became critical to the constructability and success of the project. As a result, MJ developed detailed phasing plans in conjunction with all stakeholders and submitted them in time for FAA review and approval to allow for construction the next year.

Greater Binghamton Airport, Parallel Taxiway H & K

MJ provided design and construction administration services for the full parallel taxiway to RW 10-28 consisting of varying sections of mill and overlay with full depth construction. Required complex phasing to ensure the commercial apron and private tenants' access to the airfield. The design of this project was begun in October of 2019. The project was bid in April of 2020 and began construction in September of 2020. Construction was funded by supplemental discretionary funds.



BGM TW H&K CSPPP Plan

Watertown International Airport, Runway 7-25 and Intersection Rehabilitation

MJ provided design and construction administration services for the rehabilitation of RW 7-15 through the runway intersection of RW 10-28. The design included drainage repairs, mill and overlay, edge lighting and signage. Phasing was developed to ensure access to RW 10-28 and keep an airport closure to the absolute minimum. The project was bid in February of 2020,



ART RW 7-25 CSPPP Plan

construction began in August of 2020. On September 17, 2020, the intersection portion of the project completed 96 hours of continuous construction to rehabilitate the runway intersection, re-opening the airport on time.

Greater Binghamton Airport, Rehabilitation of Runway 10-28

Designed the rehabilitation of RW 10-28 including portion of the intersection of RW 16-34. The design included drainage repairs, mill and overlay, edge lighting and signage. Phasing was developed to ensure access to the airfield and keep airport closures to the absolute minimum. All of the FAA's NYADO interim deadlines were met. The project was bid in February of 2019, construction was completed in November of 2019.



Night Work on BGM RW 10-28

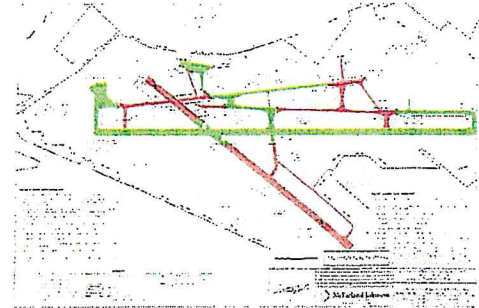
Syracuse Hancock International Airport, Reconfigure

Taxiways C, F, B, E, and G

Designed multiple taxiways to provide access from commercial service, cargo, general aviation, and deicing aprons to RW 10-28 while removing non-compliant "hot spot" taxiways. Required complex phasing to ensure access to RW 15-33 and maintain airfield operations throughout multiple construction locations on the airfield. The design of this project was begun January of 2018. All of the FAA's NYADO interim deadlines were met, and the project was bid in May of 2018.



Paving SYR TW C, F, B, E, G



ELM TA A CSPPP Plan

Elmira Corning Regional Airport, Parallel Taxiway A

Designed the full parallel taxiway to RW 6-24 consisting of varying sections of mill and overlay with full depth construction. Required phasing to ensure the commercial apron and private tenants' access to the airfield in order to keep runway closures to the absolute minimum. The project was originally planned to be bid in two phases with construction grants in two consecutive years. When the NYADO advised ELM that funding was available for both construction phases in one fiscal year, Phase 2 was designed and bid on an expedited basis to secure the unexpected funding opportunity.

5.2.2 Ability to Complete Projects on Time & Within Budget **CRITERIA 7.3.4.2**

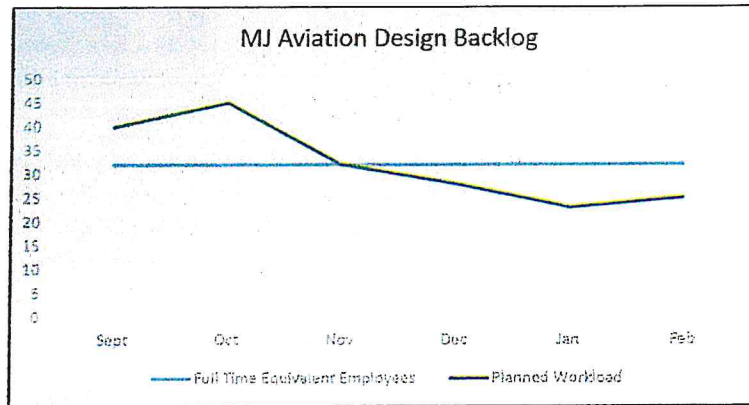
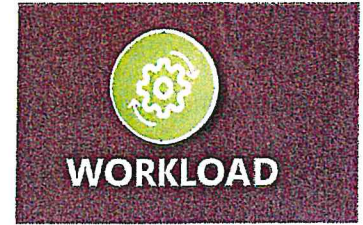
All the completed projects referenced in the Similar Recent Project Experience Section (5.2.1) have been completed on time and within budget. In addition, McFarland Johnson's responsiveness and design capabilities have been reflected in the successful acquisition of grant funds for numerous clients. We have completed many fast-track projects to keep projects eligible for FAA funding. MJ's expeditious project delivery services have ensured funding for our clients' projects.

Reputation for Personal & Professional Integrity & Competence **CRITERIA 7.3.4.1**

MJ's 70+ year history and number of repeat clients are a testament to our personal and professional integrity. It is MJ's mission to establish long-term relationships with clients through ethical, responsive, and quality service. As a firm that is 100% employee-owned, from the President to the most junior technician; we all take pride in the engineering, planning and construction support services that we provide to our clients. We not only provide these services in an exceptional manner, but we are also an advocate for our clients with regulatory agencies, funding agencies and in all aspects of our work with you.

5.2.3 Availability & Workload **CRITERIA 7.3.5.1**

Below is the MJ Aviation Division's Design Staff backlog. This represents the amount of aviation design work that is planned for the next six months versus the aviation design staff that is available. There will be ample staff beginning in November and peaking with as many as 9 staff available as soon as January, when the bulk of the design for this project would be done. Clearly the MJ Aviation Design team has the capacity to take on this meaningful project and make it its top priority.



This project will be designed by the Saratoga Aviation Design Team of Turner Bradford, Ashley Erdmann, and Greg Yang. When looking specifically at this team's workload, it is also clear that the capacity is there to achieve this project. Below are the team's current work assignments and their completion dates. Once these assignments are complete this team is committed to making this project their singular top priority.

DESIGN TEAM'S AVAILABILITY

Team Member	Current Assignment	% of Total Workload	Completion Date
Turner Bradford	KART RW 7-25 CA	25%	11/15/2020
	KART ARFF Building CA	25%	12/31/2020
	K09 RW Lighting CA	25%	11/30/2020
Ashley Erdmann	KART RW 7-25 CA	15%	11/15/2020
	AVP Access Road Design	50%	10/15/2020
	K09 RW Lighting CA	35%	11/30/2020
Greg Yang	KART RW 7-25 CA	10%	11/15/2020
	IUA Pavement Management Plan	45%	10/15/2020
	MGJ Pavement Management Plan	45%	11/15/2020

5.2.4 Proposed Design Team Organization / Key Personnel's Professional Background

CRITERIA 7.3.2.2

On the next page is an organizational chart of the team that will complete the TW A Rehabilitation. Your Project Manager will be Turner Bradford. With more than 20 years of experience in the engineering consulting field – including 10 years of experience working on airports within the State of New York –Turner possesses the depth of technical experience and knowledge that is essential in undertaking the management of this important project. He is extremely familiar with the Albany International Airport,



Organizational Chart



having completed his first project at your facility in 2012, when he was the design engineer for the Emergency Access Road project and most recently the Terminal Trench Drainage Replacement completed in 2019. Turner has a strong background in aviation pavement having just led the design of the RW 7-25 and Intersection Rehabilitation at the Watertown International Airport. Turner lives 25 minutes from the airport; you will have his cell phone number, and he will be available to respond to any and all inquiries.

As **Project Manager**, Turner will serve as the single point of contact to ensure that the project proceeds in a timely, orderly, and logical manner that meets the Authority's needs. Turner will be responsible for communicating Authority goals to each project Team member, as well as delegating responsibilities to the proper individuals. He will oversee all project activities and will hold team meetings to ensure each member is completing their specific task to quality standards, within an appropriate timeframe and within the established project budget.



Project Manager Turner Bradford, PE, has served in a similar role on several Taxiway and airside projects.

Working with Turner will be a team of Engineers from MJ's Saratoga office, Ashley Erdmann, PE and Greg Yang, EIT, that have worked together on multiple aviation pavement projects including the Albany Terminal Trench Drainage Replacement and the Watertown Runway Rehabilitation. Also available to this team will be the experience and knowledge of an entire Aviation Division of more than 30 design professionals with immeasurable experience.

Assisting Turner with Quality Control and oversight will be **Greg Topping, PE**. Greg has been involved with several projects at Albany International Airport including preparing the safety and phasing plans for the Passenger Boarding Bridge Improvements, the Rehabilitation of Runway 10-28, and the 1300 feet extension of Runway 10-28. Greg has also been responsible for multiple runway and taxiway projects at commercial service airports in New York State including Buffalo Niagara International, Greater Rochester International, Syracuse Hancock International, and Westchester County Airport. Assisting the entire team with constructability reviews and estimating will be **Bill Verfuss, PE**. Bill has more than 33 years of design and construction experience at airports throughout the Northeastern.

Experience and Demonstrated Positive Response to Value Studies **CRITERIA 7.3.1.4**

As mentioned above **Bill Verfuss** will lead constructability reviews of the design. At Bill's disposal will be MJ's Senior Field Inspectors, whose experience give them the knowledge of tried and true solutions that can inform design decisions resulting in an economical design, keeping construction costs to a minimum. MJ believes in a cycle of information from the design team to the field staff and back to the design team. This cycle helps inform designs with the real world experience of construction and provides the team with practical, economical solutions when value engineering is required.

Experience with Qualified Team Structure **CRITERIA 7.3.2.1**

In addition to the highly-qualified in-house staff of aviation professionals above, MJ has assembled a broader team to include Survey, Prudent Engineering (a certified DBE firm), and Geotechnical Testing, QCQA Labs (a certified SDVOB firm). Both firms have extensive knowledge and experience at the Albany International Airport. Representative projects are available in Appendix A. MJ has long relationships with both firms creating a seamless workflow; it was this very team that successfully completed the Terminal Trench Drain project.

Team's Composition to Cost Effectively & Responsively Accomplish the Project **CRITERIA 7.3.2.3**

The chosen team is entirely local with all MJ, Prudent, and QAQC staff coming from the Capital Region. The Aviation Design team has been kept purposely small with an experienced Project Manager, Turner Bradford, an experienced mid-level engineer, Ashley Erdmann, and a junior engineer, Greg Yang. This team formation fills all levels of design in an efficient manner and has worked together successfully on multiple aviation projects. The whole team works and lives in the Capital Regional and takes pride in working at the region's premier airport.

5.2.5 Affirmative Action Policy Statement and Past EEO & DBE Goal Compliance

McFarland Johnson is committed to providing Equal Employment Opportunities and supporting Affirmative Action. Our policy on Equal Employment and Affirmative Action includes, but is not necessarily limited to the following:

- No person will be discriminated against or be denied the benefits of any activity, program, or employment process.
- No person will be discriminated against with regard to recruiting, advertising, hiring, upgrading, promotions, transfers, demotions, layoffs, terminations, rehires, employment and rates of pay, and other compensations.
- It is the policy and practice of this firm not to discriminate against any individual because of race, color, religious creed, sex, marital status, national origin, ancestry, present or past history of mental disorder, developmental disability, sexual orientation, learning disability or physical disability, including but not limited to, blindness, except where any of the above is a bona fide occupational qualification or need.

A full copy of McFarland Johnson's EEO Policy & Affirmative Action Statement can be found in the Appendix B.

Percentage of Work to be Performed by MBE/WBEs: Having aided with Albany International Airport's DBE plan since 1995, MJ is cognizant of the established goals for DBE/MBE/WBE participation. As mentioned, we intend to utilize QCQA Labs (SDVOB) and Prudent (MBE/DBE) to ensure we meet this goal.

5.2.6 Knowledge of New York State and County of Albany Laws & Regulations

Our project experience includes work with numerous airports in New York throughout our 70+ year history. Through work with each of these airports, we have developed a keen understanding of the rules and regulations imposed by the State of New York, and have also developed extensive relationships with the FAA's Eastern Regional Offices and the New York Airports District Office (NYADO). These relationships have resulted in a broad knowledge of each agency's regulations, policies and procedures, which we utilize in assisting all of our airport clients. Proposed Project Manager, Turner Bradford and our airport staff have regular contact with FAA and State officials.

Through our understanding of NYSDOT and FAA regulations, McFarland Johnson is able to assist our clients in applying for grants, as well as processing awarded grants. Regarding federal requirements, MJ's staff works closely with the FAA and NYSDOT in the planning and development of airport projects, ensuring that interim reports receive a quick review and all appropriate rules and regulations are adhered to. This knowledge of FAA's and NYSDOT's rules and requirements is complemented by a close working relationship with their staff, directly benefiting our clients. Additionally, our staff stays abreast of the latest technologies, as well as FAA and NYSDOT standards and procedures through attendance at national, regional and state conferences and training sessions and is often called upon to present projects and specialty services at these conferences.

Furthermore, our previous work with the Albany County Airport Authority at Albany International Airport, inclusive of the recently-completed Trench Drain Deicing Project, has equipped MJ staff with a familiarity and understanding of the Airport and Authority policies and procedures. *This knowledge makes MJ well versed in the nuances of coordination of projects with the Authority staff.*

5.2.7 Certifications

5.2.7.1 Certification of Professional Registration in the State of New York: McFarland Johnson has continuously been licensed to do business in the State of New York since its inception. A copy of our certification has been included within Appendix C. With three of our offices located within the State (Saratoga Springs, Binghamton, and Canandaigua), we are proud to call New York our home.

5.2.7.2 Certification of Required Insurance: McFarland Johnson certifies that it maintains insurance coverage consistent with the types and amounts outlined in the Sample Professional Services Agreement within the Request for Qualifications (RFQ) (Appendix C). We have also included within Appendix C, the Insurance Requirement Affidavits, signed by our respective insurance carriers in relation to our general and professional liability insurance coverage.

5.3 SIDA ACCESS POLICY FOR CONTRACTED ACTIVITY

5.3.1-5.3.2 Contractor Supervisory Personnel & Other Contractor Personnel

As with past ALB projects, MJ will supply staff in accordance with ALB's Security Identification Display Area (SIDA) Access policies.

6.1 PROJECT APPROACH

6.1.1 Knowledge & Understanding of the Scope of Services & Current Environment **CRITERIA 7.3.3.2**

MJ has extensive experience designing pavement rehabilitations for commercial airports. The identified design team is intimately familiar with the FAA's AC 150/5300-13A – Airport Design, AC 150/5320-6F – Airport Pavement Design and Evaluation, FAARFIELD Pavement Design Software, and the FAA's P-401 Specification. The design team has recently executed a mill and overlay job on runway 7-25 at the Watertown International Airport. The team has reviewed the RFQ, reviewed the Airport's ALP, and visited the site. The team is confident it understands the project and can deliver a design in time for a 2021 Construction Grant from the FAA.



6.1.2. Work Program

MJ has developed the following detailed work program. It should be noted that in order to be eligible for a Construction Grant in 2021, the project's Construction Safety Phasing Plan (CSPP) should be submitted to the FAA's NYADO for review by December 1, 2020. Given the timing of award and programming of the contract it will be difficult to complete this effort in the time required. **If selected for the TW A design MJ is willing to begin work on the CSPP prior to final contract approval by the Authority.** This will ensure that this critical project remains eligible for a 2021 Construction Grant. In addition to a CSPP a 7460, Notice of Proposed Construction, will be filed with the FAA NYADO.

Design Development: In order to keep the project on-time and on-budget, MJ will work closely with our subs to ensure timely delivery of survey and geotechnical services. A visual inspection and detailed survey will inform MJ's preliminary design to correct any grades leading to puddling or insufficient drainage. While a visual inspection and geotechnical report will assist MJ in determining mill and overlay depths, as well as areas that require full depth pavement replacement. Preliminary plans, specifications, estimate, and design report will be developed and reviewed with the Authority and FAA.

Construction Documents: Preliminary design documents will be refined to the Final Design, submitted to the Authority and FAA for review and comments, finalized, and provided to the Authority for bidding. **As part of the final design a detailed independent constructability review will be undertaken by one of MJ's Senior Field Inspectors overseen by Bill Verfuss.**

Bidding: MJ will assist in answering technical questions during the bidding period. MJ will review the bids received and make a formal recommendation for award.

The schedule below has been developed to maintain eligibility for a 2021 Construction Grant from the FAA.

Project Scope and Schedule

Task	Start	Duration (weeks)	End
Award	11/1/2020	2	11/15/2020
Programming and Project Review	11/15/2020	4	12/13/2020
Construction Safety Phasing Plan (CSPP)	11/15/2020	2.5	12/1/2020
CSPP Submission to FAA	12/1/2020		
7460 Submission to FAA	12/1/2020		
Design Development (DD's)	12/13/2020	6	1/24/2021
Survey	12/27/2020	3	1/17/2021
Field Investigation	12/27/2020		
Geotechnical Investigation	12/27/2020	3	1/17/2021
Preliminary Plans	12/20/2020	4	1/17/2021
Preliminary Specifications	12/20/2020	4	1/17/2021
Preliminary Estimate	12/20/2020	4	1/17/2021
Preliminary Design Report	12/20/2020	4	1/17/2021
QA/QC	1/17/2021	1	1/24/2021
Submission of DD's	1/24/2021		
Client Review	1/24/2021	3	2/14/2021
FAA Review	1/24/2021	3	2/14/2021
Construction Documents (CD's)	2/14/2021	5	3/21/2021
Final Plans	2/14/2021	4	3/14/2021
Final Specifications	2/14/2021	4	3/14/2021
Final Design Report	2/14/2021	4	3/14/2021
QA/QC	3/14/2021	1	3/21/2021
Submission of CD's	3/21/2021		
Client Review	3/21/2021	3	4/11/2021
FAA Review	3/21/2021	3	4/11/2021
Final Comment Response	4/11/2021	3	5/2/2021
Client and FAA Approval of CD's	5/2/2021		
Bidding	5/2/2021	4	5/30/2021
Recommendation to Award	5/30/2021	1	6/6/2021

6.1.3 Availability of Personnel, Equipment & Other Resources **CRITERIA 7.35.1**

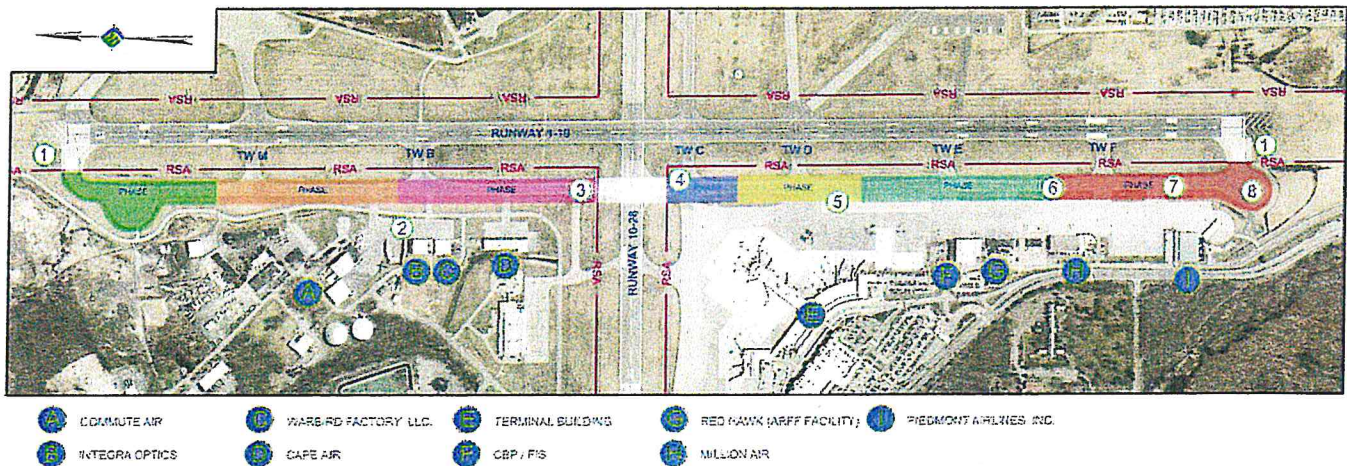
This project will be completed out of our Saratoga Springs office. As MJ's Project Manager, Turner Bradford will have full authority to commit the resources necessary to complete project tasks within budget and schedule. The design team of Turner Bradford, Ashley Erdmann, and Greg Yang are committed to meeting all project deadlines.

6.1.4 Unique Characteristics & Proposed Mitigation of Potential Problems **CRITERIA 7.3.3.2**

MJ has investigated the specifics of this project, reviewed the airport's ALP, and visited the site. As a result, MJ has identified project phasing as key to the success of the project. The goal in phasing is to limit AOA closures, maintaining airline and tenant access to RWs to maximum extent possible, while allowing the contractor work areas large enough to remain productive, keeping construction cost premiums to a minimum. As this project will affect the airfield a full Construction Safety and Phasing Plan (CSPP) will need to be submitted to FAA for review.

As mentioned above the project's CSPP should be submitted to the FAA's NYADO for review by December 1, 2020, and if selected MJ is willing to begin work on the CSPP prior to final contract approval by the Authority.

In addition to phasing, there are parts of the project that MJ has identified as potentially technically challenging. Below is a graphic showing a potential phasing as well as summarize MJ's thoughts on potential project challenges.



Potential phasing approach for TW A

The following numbers correspond to the numbers in the graphic above.

- 1 Areas of pavement within the RW 1-19 RSA are showing signs of significant distress (an example is on the RW 19 end) and should be rehabilitated. This will require short, likely night-time phases to keep RW 1-19 open as much as possible.
- 2 The Commute Air Apron has limited access to TW A. The project should be phased so as not to close both access points to the Commute Air Apron in the same phase.
- 3 There are areas of TW A north of RW 10-28 (an example is the depression just north of the RW 10-28 hold short line) where the pavement shows signs of severe distress, and will likely require full-depth replacement. A pavement design based upon native subgrade strength and aircraft mix will be developed.



Server Pavement Distress within RW 19 RSA



Pavement depression at RW 10-28 hold short line

- 4 The intersection of TW A & TW C is the epicenter of airport traffic and should be left open to the greatest extent possible. TW C and TW D should not be closed in the same phase.
- 5 TWA has a paved shoulder on its west edge in between TW D and TW E. This area collects drainage through inlets into a closed drainage system. The pavement shows high levels of distress, wear, and age; the drainage structures appear to show damage from age and plows, and the pipes appear to be corrugated metal. It is likely this area will require replacement of drainage structure, pipes, and full depth replacement of the asphalt.



Failed pavement within paved TWA shoulder



Failed pavement & drainage structure within paved TWA shoulder

- 6 Tenants on the south end of TW A (Piedmont and Million Air) have limited access to the RW 1-19. TW E and TW F should not be closed in the same phase.



Server Pavement Distress south of TW F



Patch of failed pavement south of TW F

- 7 There are areas of TW A south of TW F (two example are the alligator cracking the area that has failed and been patched) where the pavement shows signs of severe distress, and will likely require full-depth replacement. A pavement design based upon native subgrade strength and aircraft mix will be developed.
- 8 Within the run-up area at the RW 1 end there are former in pavement lights that have been abandoned within the pavement. These structures should be removed in their entirety.



Abandoned in-pavement lights within RW 1 run-up

6.1.5 Project's Priority & Interest in Undertaking Project **CRITERIA 7.3.3.1**

The design team of Turner Bradford, Ashley Erdmann, and Greg Yang are prepared to make The TW A Rehab at the Albany International Airport their singular top priority from project kick-off through recommendation to award. This design team has recently completed a successful mill and overlay of Runway 7-25 at the Watertown International Airport. They work closely with the FAA's NYADO and have a strong working relationship with Ralph Gatto, ALB's NYADO Engineer, having worked with him at Albany, Saratoga, Oneonta, and Piseco. MJ is a small firm that boasts a resume competitive with our much larger competitors. This means ALB gets the benefits of our large airport technical experience combined with superior responsiveness and attention of a small firm. Our skill set and experience are ideally suited to the challenges of small hub airports such as ALB. MJ's in-house team combined with its partners, Prudent and QCQA, are ready to deliver on this critical project for the region's leading airport.

Appendix A

RESUMES



Turner C. Bradford, PE

Project Manager

GENERAL SUMMARY

Mr. Bradford has been involved in all aspects of aviation design, from due diligence through construction administration. This experience allows Turner to provide our clients with practical design solutions that are proven in the field. Turner's experience includes layout, grading, drainage, and pavement design. He is intimately familiar with all FAA A/C's and Specifications and has built strong working relationships with the FAA's NYADO. He is also familiar with stormwater and water quality requirements in New York and a number of other states along the East Coast.

REPRESENTATIVE EXPERIENCE

Albany International Airport Terminal Apron Trench Drain Repair, Albany International Airport, Albany, NY

Project Manager responsible for all design activities. This project involved replacement of approximately 1,300 linear feet of existing trench drainage on the Airport Terminal Ramp. The existing 6" trench drain was failing, including: broken and cracked grates, failed. The existing system was replaced with a new 12" wide heavy-duty trench drain system that is designed to withstand the loading of the heaviest aircraft anticipated at the airport. The new system was poured-in-place using a pre-molded liner to ensure proper inverts. Project phasing during construction was a significant concern and a detailed construction phasing plan was developed which allowed construction without impeding commercial air service operations. MJ provided construction inspection monitoring conformance with contract documents, schedule and costs. *Project Owner: Albany County Airport Authority*

Albany International Airport Employee Parking Lot, Albany International Airport, Albany, NY

Project Manager responsible for all design activities. This project will involve the demolition of two buildings and an above-ground, abandoned concrete water storage tank, modifications to the existing 6 and 8 inch water mains and meters within one of the existing buildings to be demolished, and development of an employee parking lot on an approximately 3.5-acre parcel, adjacent to the Albany International Airport. Due to the significant impact to existing stormwater runoff, a subsurface stormwater detention system was designed as part of this project. The intent is to establish a paved Airport Employee Parking Lot for approximately 250 vehicles. Design effort includes coordination with several other firms on Environmental Permitting, Asbestos Remediation and Building Demolition aspects of the project. *Project Owner: Albany County Airport Authority*

Watertown Runway 7-25 Rehabilitation, Watertown International Airport, Watertown, NY

Civil Engineer responsible for complete stormwater management design and permitting requirements in accordance with NYSDEC SPDES standards. This project involves rehabilitation design for Runway 7-25. An evaluation will be conducted of the existing pavement, grading, drainage, lighting, and signage of Runway 7-25, including the ROFA at the intersection with Runway 10-28. Rehabilitation methods will be developed to address any apparent issues with pavement, drainage, lighting, and signage. A key objective of the project is to correct grading and drainage deficiencies in the runway intersection. Construction sequencing will involve a comprehensive review of the aircraft mix, flight schedules and typical taxi patterns to determine appropriate work areas for the project. Sequencing will consider impacts to airport operations and will attempt to minimize impacts. Construction Safety and Phasing Plan (CSPP) that meets the current FAA requirements will be prepared as will a complete Safety Management System (SMS) review by the FAA. *Project Owner: Jefferson County*

Watertown Terminal Apron Reconstruction, Watertown International Airport, Watertown, NY

Project Manager responsible for overall project design including pavement design, drainage design, construction phasing and safety plan, erosion control, parking layout and tie downs. The project involved the pavement rehabilitation of the 75,000 SF commercial apron at the Watertown International Airport. The area is an intricate part of the airport's operations as it is where they service both commercial and often corporate aircraft. The project objectives include the assessment of the pavement condition to determine the limits of reconstruction and/or overlay; the development of pavement sections; the replacement of apron edge lighting; improvements to the apron operations lighting; replacement and/or improvements to the apron drainage system, to include glycol collection. All described revisions will be completed in accordance with the appropriate FAA Advisory Circular or directives. *Project Owner: Jefferson County*

EDUCATION

M Eng - University of Virginia / Environmental and Water Resources Engineering / 2009

BS - Northeastern University / Civil Engineering / 2005

BA - Colgate University / Economics / 1998

Certificate - USDOT - FAA / Unmanned Aircraft System / 2017



MCFarland Johnson

Ashley A. Erdmann, PE

Designer

GENERAL SUMMARY

Ms. Erdmann's experience includes pavement inspections, detailed designs including layout, grading, drainage, and lighting. Ms. Erdmann's experience on projects includes project scoping, preparation of contract drawings, compiling, preparing and writing specifications, project calculations, cost and quantity estimates, construction inspections, and project management. She is familiar with all FAA A/C's and Specifications.

REPRESENTATIVE EXPERIENCE

Wilkes-Barre/Scranton International Airport Taxiway B Extension Design & CI, Wilkes-Barre/Scranton International Airport, Avoca, PA

Civil Engineer responsible for complete stormwater management, layout, grading, and design for a new ATCT access road. This project involves designs for the extension of Taxiway B on the Runway 4 approach end at the Airport. The scope of work includes an environmental assessment, relocation of FAA-owned navigational facilities, coordination with the FAA, stormwater management, embankment fill borrow material staging and coordination, and relocation of the Air Traffic Control Tower Access Road. *Project Owner: Wilkes-Barre/Scranton International Airport*

Watertown Runway 7-25 Rehabilitation, Watertown International Airport, Watertown, NY

Civil Engineer responsible for layout, grading, detailing, and specifications. This project involves rehabilitation design for Runway 7-25. An evaluation will be conducted of the existing pavement, grading, drainage, lighting, and signage of Runway 7-25, including the ROFA at the intersection with Runway 10-28. Rehabilitation methods will be developed to address any apparent issues with pavement, drainage, lighting, and signage. A key objective of the project is to correct grading and drainage deficiencies in the runway intersection. Construction sequencing will involve a comprehensive review of the aircraft mix, flight schedules and typical taxi patterns to determine appropriate work areas for the project. Sequencing will consider impacts to airport operations and will attempt to minimize impacts. Construction Safety and Phasing Plan (CSPP) that meets the current FAA requirements will be prepared as will a complete Safety Management System (SMS) review by the FAA. *Project Owner: Jefferson County*

Port of Albany- Beacon Harbor Site Plan, General Environmental Impact Statement and Traffic Study, Albany, NY

Civil Engineer responsible for managing the project schedule, completing SEQR documents, and corresponding with agencies related to project permits. The project entails obtaining site plan approval for an industrial park on 81.62 acres of land at the Beacon Island site, located at the confluence of the Normans Kill and Hudson River. The Albany Port District Commission (APDC), is proposing to develop a vacant parcel of land to expand the existing Port of Albany that will contain a maximum of 1.13 million square feet of industrial uses in the Town of Bethlehem, Albany County, New York, collectively to be known as the Albany Port District Commission Port Expansion Project. The project involves development and approval of a Generic Environmental Impact Statement with the Town of Bethlehem as the SEQR lead agency. The GEIS includes assessment of the following aspects of the project: traffic and transportation including vehicular, truck, rail, public transit, pedestrian, bicycle and maritime; drainage; utility services; wetlands; visual assessment; groundwater; climate & air; historical and archeological resources; floodplains; vegetation and wildlife. The designs in progress include the roadway, a new bridge, parking, and initial grading. The SEQR process has been completed and construction is pending. *Project Owner: Albany Port District Commission*

Port of Albany- Expansion Design and Permitting Phase I Infrastructure Improvements-Civil, Albany, NY

This project involves infrastructure design and permitting services for an 80-acre development, including a new bridge, access roadway and extension of sewer and water mains. *Project Owner: Port of Albany*

EDUCATION

BS - University of California, Davis / Civil Engineering / 2012
Certificate - OSHA / 40-Hour Hazardous Waste Operations and Emergency Response
Certificate - OSHA / 10-Hour Construction Safety
Certificate - NYSDEC / Operator A/B
Certificate - NYSDEC / Erosion and Sediment Control

Gregory U. Yang, EIT

Designer

GENERAL SUMMARY

Mr. Yang has experience drafting construction safety plans, runway and taxiway layouts, paint marking layouts and details. He is skilled in 3D grading in Civil 3D. He has conducted multiple inspections on airports of all sizes and is familiar with preparing quantity estimates, submittal logs, daily reports, and other FAA required documentation.

REPRESENTATIVE EXPERIENCE

Albany International Airport Terminal Apron Trench Drain Repair, Albany International Airport, Albany, NY

Junior Engineer responsible for CADD drawing development, and Construction Observation. This project involved replacement of approximately 1,300 linear feet of existing trench drainage on the Airport Terminal Ramp. The existing 6" trench drain was failing, including: broken and cracked grates, failed concrete causing the trench drains to partially collapse, and spalling concrete, resulting in foreign object debris (FOD). The existing system was replaced with a new 12" wide heavy-duty trench drain system that is designed to withstand the loading of the heaviest aircraft anticipated at the airport. The new system was poured-in-place using a pre-molded liner to ensure proper inverts. Project phasing during construction was a significant concern and a detailed construction phasing plan was developed which allowed construction without impeding commercial air service operations. MJ provided construction inspection monitoring conformance with contract documents, schedule, and costs. *Project Owner: Albany County Airport Authority*

Watertown Runway 7-25 Rehabilitation, Watertown International Airport, Watertown, NY

Junior Engineer responsible for CADD drawing development This project involves rehabilitation design for Runway 7-25. An evaluation will be conducted of the existing pavement, grading, drainage, lighting, and signage of Runway 7-25, including the ROFA at the intersection with Runway 10-28. Rehabilitation methods will be developed to address any apparent issues with pavement, drainage, lighting, and signage. A key objective of the project is to correct grading and drainage deficiencies in the runway intersection. Construction sequencing will involve a comprehensive review of the aircraft mix, flight schedules and typical taxi patterns to determine appropriate work areas for the project. Sequencing will consider impacts to airport operations and will attempt to minimize impacts. Construction Safety and Phasing Plan (CSPP) that meets the current FAA requirements will be prepared as will a complete Safety Management System (SMS) review by the FAA. *Project Owner: Jefferson County*

Watertown Terminal Apron Reconstruction, Watertown International Airport, Watertown, NY

Junior Engineer responsible for CADD drawing development and Construction Inspection. The project involved the pavement rehabilitation of the 75,000 SF commercial apron at the Watertown International Airport. The commercial apron was originally constructed in the 1980's and was rehabilitated in 2003. The existing pavements were exhibiting noticeable wear due to the effects of service loads, weather and time and needed to be replaced or rehabilitated. This area is an intricate part of the airport's operations as it is where they service both commercial and often corporate aircraft. The project objectives include the assessment of the pavement condition to determine the limits of reconstruction and/or overlay; the development of pavement sections; the replacement of apron edge lighting; improvements to the apron operations lighting; replacement and/or improvements to the apron drainage system, to include glycol collection. All described revisions will be completed in accordance with the appropriate FAA Advisory Circular or directives. *Project Owner: Jefferson County*

Saratoga County-Based Aircraft Apron, Saratoga County Airport, Town of Milton, NY

Junior Engineer responsible for CADD drawing development and Construction Inspection. This project included a design update, permitting and bid phase services for the reconstruction of the based aircraft apron at the Airport. The scope of work included full depth reconstruction of the existing based aircraft apron; replacement of the existing aircraft tie-down anchors; installation of permanent airfield markings; and stormwater drainage improvements. *Project Owner: Saratoga County*

City of Oneonta Terminal Apron, Oneonta, NY

Junior Engineer responsible for CADD drawing development. MJ provided planning, design, and construction administration for the terminal apron at the Oneonta Municipal Airport. The planning included preparation of categorical exclusion, survey and geotechnical investigation, drainage improvements and stormwater management in compliance with NYSDEC General Permit 0-15-002. MJ also provided construction inspection and administration. *Project Owner: City of Oneonta*

EDUCATION

BS - Oklahoma State University / Civil Engineering / 2016

William E. Verfuss, PE

Construction Oversight Manager

GENERAL SUMMARY

Mr. Verfuss has 33 years of progressive experience in the design and management of multi-disciplined projects located throughout the Northeastern United States. This experience includes private, municipal, state, and federally funded projects. His breadth of experience consists of site work, building construction and renovations, and multimillion-dollar pavement construction and rehabilitation efforts. A vast majority of that experience has been spent working with commercial service, general aviation, and military airport clients to develop and maintain both their airside and landside airport facilities. He has worked side by side with airport clients to develop and execute capital improvement programs at their airports and is very familiar with airport grant programs, funding requirements and design standards. He has worked with national and regional organizations such as ACI, ACPA, the IPRF, AAAE, and ASCE to improve current design standards through research projects and the review of issues affecting designs across the country.

REPRESENTATIVE EXPERIENCE

Binghamton TW H&K Design & Construction Administration, Greater Binghamton Airport, Maine, NY

QA/QC Engineer responsible for quality review, design, and project coordination. This project consists of design and construction associated with the rehabilitation of existing Taxiways H, K, and intercepting taxiway stubs at the Greater Binghamton Airport (BGM). The project extended Taxiway K by constructing a 50' wide x1,830' long parallel taxiway segment. This extension upgrades Taxiway K to a full standard parallel taxiway to Runway 10-28. The project will also address a "Hot Spot" identified by BGM Runway Safety Action Team at the intersection of existing Taxiway's A, H, and G, by removing Taxiway G. The project will also rehabilitate the existing pavement surfaces of Taxiways H, L, M, and P. Additional work includes reconstruction of taxiway edge lights and guide signs with new electrical wire, conduit, light bases, and sign foundations. Other work includes new pavement markings, soil restoration for the removal of Taxiway G, and Post Construction Stormwater Management Best Practices. *Project Owner: Broome County*

Syracuse Taxiway B, C, E, F & G Reconfiguration, Syracuse Hancock International Airport, Syracuse, NY

Project Manager responsible for oversight of the project staffing requirements, schedule maintenance, and client coordination. He also assembled construction and safety phasing plans and provided pavement design, construction estimates and overall quality control. This project involves the reconfiguration of exit Taxiways B, C, E, F and G at the Airport. These taxiways were identified as FAA "hot spots" meaning they either have a history or increased potential risk for collision or runway incursion. The taxiways will be reconfigured to meet current FAA geometric design standards. *Project Owner: Syracuse Regional Airport Authority*

Binghamton Runway 10-28 Rehabilitation Design & Construction Administration, Greater Binghamton Airport, Maine, NY

Project Manager and principal pavement design engineer responsible for pavement evaluation, pavement design and construction phasing. This project included the evaluation, design, bidding, and construction administration services associated with the rehabilitation of the pavements, lighting systems and signage for the primary runway at this commercial service airport. A construction safety and phasing program was developed in conjunction with airport operations, the airlines, tenants, and FAA to produce a plan that allows for the highest quality of construction, while minimizing the impacts on airport operations. The resulting plan combined full runway closures, nighttime construction, and partial closures to accomplish the work, including fast-track construction over a 30-day closure period with 24-hour a day construction. The project was completed on time and within budget. *Project Owner: Broome County*

Elmira / Corning-Taxiway A Phase II CA, Horseheads, NY

QA/QC Engineer and Phase II Project Manager responsible for quality review, design, and project coordination. McFarland Johnson provided Construction Administration Services for Phase II of a two-phase project to construct a full-length parallel taxiway to the primary Runway 6-24 at this commercial service airport. The project included construction of a taxiway edge light system, signage, pavement markings, and stormwater management features. MJ's responsibilities included project administration, stakeholder coordination, full-time multi-shift construction observation, pay application review and approval, design support, record keeping and grants administration. *Project Owner: Chemung County*

EDUCATION

BS - Clarkson University / Civil Engineering / 1986
Specialized Training - ACEC New York / Leadership Institute / 2009

Gregory T. Topping, PE

QA/QC Coordinator

GENERAL SUMMARY

Mr. Topping has more than 33 years of experience in engineering and management, including more than 29 years in the field of consulting. He has served as a program manager for multiple airports and has been responsible for managing hundreds of millions of dollars in aviation projects, working through the life of projects from grant programming through airfield construction. This experience includes overseeing dozens of large-scale pavement rehabilitation and other significant airfield improvement projects, and leading or providing key elements of design on major airports.

REPRESENTATIVE EXPERIENCE

Construct Taxiway H Extension, Greater Rochester International Airport, Rochester, NY – Program Manager for the Airport. Oversaw Environmental Assessment, Preliminary Design and Final Design of 2000 foot extension from Taxiway L to Taxiway F. Provided oversight of design plans and specifications as well as the construction administration of the project. Project cost: \$4.2 million.

Albany International Airport Passenger Boarding Bridge Improvements, Albany, NY, 2016—Prepared the safety and phasing plan for the entire project that impacted all three concourses in the terminal as well as both the primary and cross wind runway. Coordinated with the FAA, Albany International Airport engineering and planning staff. Project cost: \$3.3 million.

Detroit Metropolitan Wayne County Airport, Runway and Associated Taxiways Reconstruction, Detroit, MI —Prepared the construction safety and phasing plan. Phasing concept included temporary security fence to minimize the impact on the airfield operations area. Detailed construction sequencing to prioritize critical portions of the airfield as well as specific tasks required to get security clearance and flight checks performed prior to opening the runway. Performed quality control review of all aspects of the 450 sheet 50% drawing set. Prepared specifications related to construction safety and phasing tasks. Project cost: \$100 million

T.F. Green Airport Runway Extension, Providence, RI — Oversaw the construction safety and phasing plan development for runway extension. Phasing concept required relocation of a jet-blast fence to protect construction workers while keeping the runway open as long as possible. Prepared plans and specifications for relocation of jet-blast fence. Assisted in preparation of the phasing portion of the project design report. Prepared specifications related to construction safety and phasing tasks. Project cost: \$33 million.

Greater Rochester International Airport Reconstruct Taxiway A at Runway 4 Threshold, Rochester, NY-Program manager for project that included construction of over 1,200 feet of 75-foot wide concrete taxiway A. Responsibilities included overseeing engineering design, construction administration, and assisting GRIA in obtaining funding, providing technical staff conceptual guidelines conveying GRIA, FAA mandates and preferences. Reviewed technical documentations for FAA requirements and design criteria. Project cost: \$3 million.

Albany International Airport Rehabilitation of Runway 10-28, Taxiway C, H, J, K, N,M and the Air Cargo Apron Albany, NY, 2011—Managed the design and construction of the mill and overlay of 6,000 feet of 150-foot wide runway and 7,000 feet of 75-foot wide section of asphalt taxiway. Designed and coordinated the construction phasing for the project which included over 100,000- square-yards of production milling on asphalt, placement of over 26,000 tons of asphalt, in-pavement lighting system work, installation of airport signs, pavement markings and runway grooving, while opening runway daily. Project cost: \$3.9 million.

Albany International Airport Runway 10-28 Extension, Albany, NY, 2006—Lead aviation designer of the 1300-foot extension of Runway 10-28. Designed an extension to Runway 28 and parallel taxiway, including pavement, drainage, airfield lighting, marking, and implementation of declared distances. Extensive grading was performed in the new runway safety area; tributary to Shaker Creek was rerouted through a 54-inch culvert, which could withstand the weight of a fully loaded airplane. A 10,000-foot-long perimeter road was designed to service the entire eastern section of the airfield. Over 300,000 cubic yards of excavation and embankment placed to create an extension and runway safety area to meet FAA standards. The project also included a substantial wetland mitigation plan, and coordination with the Army Corps of Engineers. Project cost: \$6 million.

EDUCATION

BS – Clarkson University / Civil and Environmental Engineering / 1986

Bradley G. Pcolinsky, L.S.

Survey Coordinator

Mr. Pcolinsky has over 19 years of experience in land surveying. He is responsible for survey coordination, data collection, courthouse research, data management, report preparation, GPS post processing, and CAD drafting. Mr. Pcolinsky is a licensed Survey Coordinator in New York, New Jersey, and Pennsylvania and holds a B.S. and A.A.S. degree in Surveying from Pennsylvania State University. He is adept with numerous survey instruments and systems, including LIDAR, robotics, and NYSNet and KeyNet RTK.

REPRESENTATIVE PROJECTS

Niagara Frontier Transportation Authority, Buffalo Niagara International Airport, Obstruction Study and Aeronautical Survey, City of Buffalo, Niagara County, NY, Survey Coordinator, 2019

Survey Coordinator for an obstruction study of Runways 05-23 and 14-32 at the Buffalo Niagara International Airport. Prudent performed a ground survey to establish, survey, post process and compute with the required accuracy 24 control points and five NOAA Online Positioning User Service (OPUS) derived check points which were used by others to complete an aeronautical survey. **Fee: \$16.5K**

City of Syracuse, Syracuse Hancock International Airport, Rehabilitation of Deicing Facilities, Onondaga County, NY, Survey Coordinator, 2018

Survey Coordinator. Prudent performed topographic surveying and mapping for the airport deicing facilities/lagoon project area, established benchmarks and performed quality control check. Survey was performed in accordance with FAA Advisory Circular 150/5300-18B including completion of a quality control plan, survey control requirements, and data gathering conventions. The topographic map deliverable will serve as a basis of design for the deicing facilities/lagoon rehabilitation design. **Fee: \$18K**

Cortland County, Jet-A Fuel Tank Design, Cortland County Airport, Town of Cortlandville, Cortland County, NY, Survey Coordinator, 2017

Survey Coordinator. Prudent performed a FAA GIS compatible airport topographical survey which included establishing horizontal and vertical control; locating and identifying the operating authority and identification numbers of utility pole and guy wires; overhead utilities, utility survey (invert elevation, size, type, and direction); spot elevations in a 25-foot grid interval extending 25 feet in the aircraft parking ramp pavement and driveway from the SRE (snow removal equipment) building and into adjacent grass; locations in a 25-foot grid for all locations where the proposed fuel tank and pump set intersected existing aircraft parking apron including all grade breaks, ditch center lines and top of banks; and spot elevations at pavement edges and centerlines extending up to the existing SRE building driveway pavement. Deliverables included digital terrain model (DTM) and CAD mapping files. **Fee: \$4K**

Project Assignment

Survey Coordinator

Years of Experience

With Prudent: 13 Years / Other Firms: 6 Years

Education

B.S. / 2000 / Surveying / Penn State University

A.A.S. / 1998 / Surveying / Penn State University

Professional Licensing

- ❖ 2007 / Survey Coordinator / New York / #050697
- ❖ 2018 / Survey Coordinator / New Jersey / #24GS04338700
- ❖ 2006 / Survey Coordinator / Pennsylvania / #SU075136

Technical Expertise

- ❖ Surveying and Mapping
- ❖ Project Management
- ❖ Right-Of-Way Analysis & Acquisition Mapping
- ❖ QA / QC
- ❖ AutoCAD Operations

Clinton County, Plattsburgh International Airport, Rehabilitation of Central Parking Lot, Development of Access Road and Parking for Retail Business Site, Clinton County, NY, Survey Coordinator, 2017

Survey Coordinator. Prudent performed design survey and mapping that included topographic survey, vertical and horizontal project control, and collecting spot elevations at 25-foot grid intervals at each edge of pavement surface material change, concrete slab corner, and breaks in grade. A complete survey was performed for all utilities, above and below ground, within the survey area and traced to the next junction or appurtenance upstream or downstream of the survey area; drainage structures, including top elevations, inverts, inside pipe diameters, pipe and manhole construction materials, and tracing drainage lines from within survey area to next junction outside of survey area. **Fee: \$24K**

City of Syracuse, Syracuse Hancock International Airport, 2014 Obstruction Survey, Onondaga County, NY, Survey Coordinator, 2014

Survey Coordinator for photo control obstruction survey. Services included geodetic control validation by recovering existing PACS/SACS station and performing two 10-minute simultaneous observations on all stations; photo control survey of 24 photo control points located throughout the project area using fast-static techniques with a minimum 20-minute observation; and establishing five NOAA Online Positioning User Service (OPUS) checkpoints observed via static for 45-minute observations with photographs and logsheet documentation. Data package included quality control logsheets and photograph documentation. **Fee: \$18.5K**

PROJECT EXPERIENCE ALBANY INTERNATIONAL AIRPORT

Project: New Parking Garage

Location: Albany International Airport, Albany, New York

Client: Creighton Manning Engineering

Duration: 2019 - 2020

Scope of Work: QCQA Labs performed construction materials testing for construction of a new parking garage and associated roadwork, utility work, signs, and rooftop solar array installation. The scope of our testing included field and laboratory testing for soil compaction, cast-in-place concrete testing, and steel inspections.

Project: Glycol Trench Drain

Location: Albany International Airport, Albany, New York

Client: Albany International Airport

Duration: 2018 - 2019

Scope of Work: QCQA Labs performed construction materials testing for construction of a new glycol trench drain in a taxiway. The scope of our testing included field and laboratory testing for soil compaction, cast-in-place concrete testing, and asphalt testing.

Project: Modular Building Pad

Location: Albany International Airport

Client: Albany International Airport

Duration: 2017

Scope of Work: QCQA Labs performed special inspections and construction materials testing for construction of foundations and floor slab for a new modular building. The scope of our testing and inspections included field and laboratory testing for soil compaction and cast-in-place concrete.

Project: Glycol Tank

Location: Albany International Airport, Albany, New York

Client: CHA

Duration: 2015

Scope of Work: QCQA Labs performed construction materials testing for construction of a new glycol tank. The scope of our testing included field and laboratory testing for soil compaction and cast-in-place concrete testing.

Project: Taxiway & Runway Rehabilitation

Location: Albany International Airport, Albany, New York

Client: Rifenburg Construction

Duration: 2014 - 2015

Scope of Work: QCQA Labs performed construction materials testing for repaving of various taxiways and runway 1-19. The scope of our testing included field compaction testing of hot mixed asphalt during paving.

Appendix B

AFFIRMATIVE ACTION POLICY



McFarland Johnson

Policy Statement

As Chief Executive Officer of McFarland Johnson, I am personally committed to Equal Employment Opportunity and Affirmative Action. I direct that the regulations included in this Policy Statement be adopted by all personnel. Towards this end, I direct that the EEO Officer and all Supervisory Personnel carry out their responsibilities within the scope of this commitment and to see that all personnel are aware of and in compliance with this same commitment.

McFarland Johnson's Policy on Equal Employment and Affirmative Action includes, but is not necessarily limited to, the following:

1. No person will be discriminated against or be denied the benefits of any activity, program or employment process.
2. No person will be discriminated against with regard to recruiting, advertising, hiring, upgrading, promotions, transfers, demotions, layoffs, terminations, rehires, employment and rates of pay and other compensations.
3. It is the policy and practice of this firm not to discriminate against any individual because of the individual's race, color, religion, age, sex, sexual orientation, gender identity, marital status, national origin, ancestry, military/veteran status, present or past history of mental disorder, developmental disability, learning disability or physical disability, including, but not limited to, blindness, unless it is shown that such disability prevents performance of the work involved.

In connection with the above statement, the following protected class members are recognized:

- | | |
|--------------------------------|--|
| a. Blacks | d. American Indians or Alaskan Natives |
| b. Hispanics | e. Women |
| c. Asians or Pacific Islanders | f. Persons with Disabilities |
4. This firm will implement, monitor and enforce this Affirmative Action Policy Statement and Program in conjunction with the applicable federal and state laws, regulations and executive orders listed below, and also in conjunction with the E.E.O. contract provisions listed below of which we intend to achieve full compliance:
 - a. Civil Rights Act of 1964, as amended
 - b. Presidential Executive Order 11246, as amended
 - c. Title 23 U.S.C. 140
 - d. Title 49 C.F.R. Part 26
 - e. Governor's Executive Orders #3 and #17
 - f. Connecticut Fair Employment Practices Act
 - g. Americans with Disabilities Act of 1990

- h. Public Act No. 91-58
- i. Civil Rights Act of 1991
- j. Specific Equal Employment Opportunities Responsibilities
- k. Required Contract Provisions Federal Aid Construction Contracts
- l. A(76) Affirmative Action Requirements
- m. Training Special Provision
- n. Minority Business Enterprises as Subcontractors
- o. Standard Federal Equal Employment Opportunity Construction Contract Specification
- p. Nondiscrimination Act
- q. Lily Ledbetter Fair Pay Act of 2009

5. In implementing this policy and ensuring that equal opportunity is being provided to protected class members, this firm will contact and request referrals from the New York State Job Service, 171 Front Street, Binghamton, NY 13905, (607) 778-3004, the Broome County NAACP, P. O. Box 741, Binghamton, NY 13902, the Broome County Urban League, Inc., 43-45 Carroll Street, Binghamton, New York 13901, phone (607) 723-7303, the YWCA of Binghamton, 80 Hawley Street, Binghamton, NY 13901, (607) 772-0340, and Opportunities for Broome, 5 West State Street, Binghamton, NY 13901, (607) 723-6493, each and every time an opening occurs.

The SUNY Broome Placement Officer, P. O. Box 1017, Binghamton, New York, phone (607) 771-5001; along with the local newspaper, the "Press & Sun-Bulletin", Vestal Parkway East, P.O. Box 1270, Binghamton, New York, 13902, phone (607) 798-1141, will also be contacted when applicable.

6. The firm will maintain documentation to substantiate efforts made and affirmative actions taken to provide equal opportunity to minorities and women in instances of hire.
7. The following policy and procedure shall be adopted to cover disability situations. "Disability" is defined as any non-work related injury or illness which an employee is unable to perform the requirements of the job more than 7 calendar days. Obviously, the period of disability will vary with the individual.
- a. During the period of disability, sick time, holiday, and vacation accrual, as well as medical and dental benefits continue as they would if the employee was working.
 - b. Upon expiration of sick leave, the employee may request, and shall be granted, the use of accrued vacation until such time as disability benefits start or to subsidize disability benefits.
 - c. Upon expiration of disability benefits, the employee may submit in writing to his or her Supervisor and Division Director, a request for a leave of absence without pay. If granted, the position may or may not be held for this extended period subject to the Division Director's decision. During this extended period, vacation, holiday, and sick time will not accrue, and medical and dental benefits will continue only if the employee pays the entire premium.

All requests for leave under disability must be submitted in writing to the Supervisor and HR

Manager, accompanied by an acceptable proof of disability (medical certificate) or disability claim form. This request shall contain the following information:

- a. The expected date of disability.
 - b. Anticipated use of sick leave, vacation, or any other earned time.
 - c. Intention of returning to work.
8. The McFarland Johnson Complaint Procedure will address discrimination complaints regarding race, color, religion, age, sex, sexual orientation, gender identity, marital status, physical disability (including but not limited to blindness), criminal record, national origin or ancestry or mental disorder (or history thereof), from both current and prospective employees. These individuals have the right to make full utilization of the Complaint Procedure without, in any way, jeopardizing their current or prospective employment status.

The components of the Complaint Procedure are the following:

- a. The Equal Employment Opportunity Officer will receive all written complaints of discrimination. These may be direct from the employee or upon referral from a supervisor who has received a complaint from an employee.
- b. All discrimination complaints filed under this procedure will be accepted for investigation up to and including thirty (30) days after the date of the alleged discriminatory act.
- c. All complaints will be recorded on the "Notice of Discrimination Complaint" form and signed by the complainant. At this time, the complainant will be counseled as to the other avenues of redress opened to him or her; i.e., the complaint procedure of the Commission on Human Rights and Opportunities.
- d. All complaints will be investigated and processed by the Company's Equal Employment Opportunity Officer within thirty (30) days after their receipt.
- e. The complainant will be notified, in writing, by the Equal Employment Opportunity Officer regarding the results of the investigation and the final disposition of the complaint, including any proposed remedial action.
- f. Should the complainant disagree with the Equal Employment Opportunity Officer's decision, he or she can still avail himself or herself of any, or all, of the other avenues of redress previously explained (see c.)
- g. In the event of a complaint against the Equal Employment Opportunity Officer, complainants will be advised to utilize the Commission on Human Rights and Opportunities complaint procedure.
- h. The Equal Employment Opportunity Officer will take the necessary steps to ensure the confidentiality of all Title VII complaint records and of any counseling done in the course of the complaint procedure.

9. Sexual Harassment Prevention Policy

It is the established policy of McFarland Johnson, to ensure equal employment opportunity and to prevent discrimination in all practices. Sexual Harassment is a type of sex discrimination. It is prohibited by Title VII of the Civil Rights Act, as amended, and by Connecticut General Statute 46a-60 (a)(8) as a Discriminatory Employment Practice.

Sexual Harassment is defined as: "any unwelcome sexual advances or requests for sexual favors or any conduct of a sexual nature when (1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment, (2) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual, or (3) such conduct has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment." In addition, Sexual Harassment can include crude or offensive language or jokes of a sexual nature.

Sexual Harassment will not be tolerated by McFarland Johnson and will be grounds for disciplinary action. Complaints of sexual harassment will be processed by our Equal Employment Opportunity Officer through the established Affirmative Action Complaint Procedure.

It is not the firm's intention to regulate social relationships that are freely entered into by employees. However, it is our affirmative duty to develop and maintain a workplace free of sexual harassment and intimidation. We expect the full support and cooperation of every employee to achieve this goal.

10. The firm is aware that failure to implement, monitor and enforce their affirmative action program including the submission of documentation to substantiate the efforts made and the affirmative actions taken to implement, enforce and monitor the program will result in the firm being required to recommit itself to the program in order to obtain a renewed approval status.
11. The firm will provide for internal audit, reporting and recording keeping systems to substantiate and document their compliance with their affirmative action program and will submit such documentation to appropriate agencies, upon request.
12. Once a year, the firm's affirmative action program will be updated in accordance with the current update procedures being utilized by contracting agencies. In addition, it is understood that the complete affirmative action program of this firm consists of both this affirmative action policy statement and any equal employment opportunity/affirmative action requirements contained in contracts the firm may receive.

I hereby appoint Ruthanne C. Bulman, as the Equal Employment Opportunity Officer of this firm.



James M. Festa
Chief Executive Officer

1/3/20
Date

MANAGERS AND SUPERVISORS



James M. Festa

Chief Executive Officer



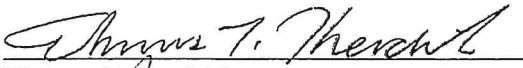
Chad G. Nixon

President



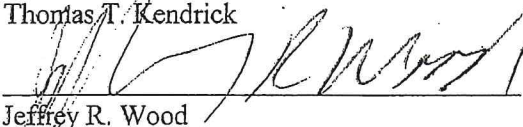
Frank J. Greco

Senior Vice President/
Chief Financial Officer



Thomas T. Kendrick

Vice President



Jeffrey R. Wood

Vice President

Q:[PUBLICATIONS]003
1/3/20

COMMUNICATION

McFarland Johnson's Affirmative Action Program has and will continue to be communicated to present employees, new and prospective employees, vendors, subcontractors, individuals and companies with whom we work by direction of our clients. The policy shall be available and circulated to appropriate individuals, posted on company bulletin boards and generally disseminated in any way in which it may be effective in the implementation of the program. Other materials such as posters, non-discrimination literature, etc., shall be available and posted at McFarland Johnson's offices.

RECRUITING

All recruiting shall be done in a manner to emphasize the company's Equal Employment Opportunity attitude. This shall include the phrase "Equal Employment Opportunity Employer (or abbreviation "EEO") - Male/Female (or the initials ("M/F")) in all company ads or solicitations. All recruitment advertisements will be placed, whenever feasible, in newspapers and other media directed to the minority community. Requests for applicants will be directed to minority organizations. Job openings will be listed with the State Employment Agency. Employment applications shall not request information which could be used to discriminate against minorities. Prospective employees interviewed will be informed of the company's Affirmative Action Program. When vacancies occur or develop, our present employees will be encouraged to recruit and submit the names of minority persons felt suitable for the assignment. McFarland Johnson's officers and associates are on the alert to locate and encourage consideration of employment opportunities by qualified minorities.

ADVANCEMENT AND PROMOTION

At our annual Supervisor-Employee progress review and interviews, the company's Affirmative Action Program will be reviewed and employees will be reminded of their responsibilities for its implementation. Employee rating material will be careful to eliminate any biases which might unjustly reflect any discrimination. Minority members of the firm will be encouraged to discuss any complaints, problems and suggestions they have for the improvement of the company's Affirmative Action Program. Advancement and promotion policies shall avoid any discrimination.

PAY SCALE, TITLES

Salary grades and employment designations will be made on a merit and responsibilities basis avoiding any discrimination.

JOB ASSIGNMENTS, OVERTIME

All work assignments and opportunities for overtime shall be made on a merit and needs basis, and shall avoid any segregation of minorities to their disadvantage. Implementation of this policy shall be pointed out to our clients and those groups we must work with at the direction of our clients.

EDUCATION-TRAINING

McFarland Johnson encourages and assists in the self-development of the individual employee. Through the firm's Tuition Reimbursement Policy and various training programs, all employees are given the opportunity and encouraged to improve their personal development.

DISMISSALS-TEMPORARY LAYOFFS

When workload requires reductions in staff, any minorities affected will be individually reviewed to preclude any possible discrimination due to race, color, religion, sex, or national origin. In cases where dismissals are proposed due to inadequate performance on the job, any minority employees so affected will be reviewed to assure compliance with our Equal Employment Opportunities policies.

WORK DONE BY OTHERS

When outside consulting, technical, and business services are needed, prospective suppliers shall be appraised of McFarland Johnson's Affirmative Action Program and appraised as to their ability and willingness to conform. Efforts shall be made to retain the services of qualified minorities for such work.

MONITORING AND UPDATING

It shall be the responsibility of the Office Manager in each office to continually monitor the business activities of his/her office for compliance with this plan and to report any problems and recommendations in conjunction with the plan to the Equal Employment Opportunity Officer, Ruthanne C. Bulman. Where possible, records shall be kept and made available of actions affecting the Affirmative Action Plan, such as:

1. Advertisements and communications for job opportunities.
2. Employment applications.

3. Resumes and letters in response to advertisements.
 4. Annual review of employees.
 5. Records of promotions, pay increases.
 6. Temporary layoffs, firings.
 7. Overtime.
 8. Any complaints of discrimination.
 9. Recommendations for improvements to the plan.
 10. The number of minority and non-minority employees by general work classifications.
 11. The number of new employees by minority and non-minority.
-

**RESOLUTION REGARDING PERSONNEL POLICY TO ASSURE
EQUAL EMPLOYMENT OPPORTUNITY FOR WOMEN**

WHEREAS the policy of McFarland Johnson has been to offer equal employment opportunity with no discrimination because of sex, race, color, national origin or religion, be it

RESOLVED that as a part of the personnel policy of this firm, the following practices are prohibited:

1. Making any distinction based upon sex in employment opportunities, wages, hours, or other conditions of employment.
2. Advertising for workers in newspaper columns headed "Male" or "Female" unless sex is a bona fide occupational qualification.
3. Making any distinction between married and unmarried persons of any sex.
4. Denying employment to women with young children.
5. Penalizing women in their conditions of employment because they require time away from work for childbearing. Whether or not the employer has a leave policy, childbearing must be considered a justification for leave of absence for a reasonable length of time.
6. Maintaining seniority lines or lists based solely upon sex.
7. Discriminatorily restricting one sex to certain job classifications and departments.
8. Specifying any differences for male and female employees on the basis of sex in either mandatory or optional retirement age.
9. Denying a female employee the right to any job that she is qualified to perform in reliance upon a State "protective" law.

BE IT FURTHER RESOLVED that affirmative action shall be taken to recruit women to apply for jobs on all levels.

Appendix C

CERTIFICATIONS & INSURANCE AFFIDAVITS



NEW YORK STATE EDUCATION DEPARTMENT

EACH CORPORATION LAWFULLY PRACTICING THE PROFESSION INDICATED HEREON
MUST CONSPICUOUSLY DISPLAY THIS CERTIFICATE IN ITS PRINCIPAL OFFICE AT
ALL TIMES AS AUTHORITY TO PRACTICE DURING THE CURRENT PERIOD

(In the event of a change of address return this certificate for correction)

THIS IS TO CERTIFY THAT

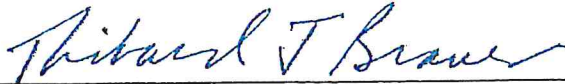
MCFARLAND JOHNSON INC
49 COURT STREET
PO BOX 1980
BINGHAMTON

NY 13902-1980

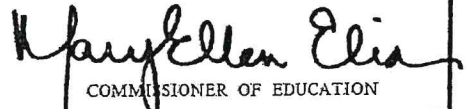
HAVING MET THE STATUTORY REQUIREMENTS OF THE STATE OF NEW YORK IS REGISTERED
FOR THE PRACTICE OF PROFESSIONAL ENGINEERING

Triennium Ends: October 31, 2021

Serial No. 99006



Signature of Chief Executive Officer


COMMISSIONER OF EDUCATION

Read instructions on reverse side

Certified Profile

CLOSE WINDOW



Print

Business & Contact Information

BUSINESS NAME	PRUDENT ENGINEERING LLP	
OWNER	Mr. Philip Thayaparan	
ADDRESS	6390 Fly Road East Syracuse, NY 13057	Map This Address
PHONE	315-748-7700	
FAX	315-748-7780	
EMAIL	pthayaparan@prudenteng.com	
WEBSITE	http://www.PrudentEng.com	
COUNTY	Onondaga (NY)	

Certification Information

CERTIFYING AGENCY	New York State Department of Transportation
CERTIFICATION TYPE	DBE - Disadvantaged Business Enterprise
CERTIFIED BUSINESS DESCRIPTION	Construction Inspection, Land Surveying and Mapping and Right of Way, Biennial Bridge Inspection, Structural Engineering, Environmental Engineering, Traffic, Signal

Commodity Codes

Code	Description
NAICS 237310	Construction management, highway, road, street and bridge
NAICS 541330	Engineering services
NAICS 541620	Environmental consulting services
NAICS 541690	Other Scientific and Technical Consulting Services
NYSDOT Consultant 010A	HIGHWAY DESIGN PHASES I-IV
NYSDOT Consultant 010B	HIGHWAY DESIGN PHASES V-VI
NYSDOT Consultant 010C	ROADWAY LIGHTING
NYSDOT Consultant 010D	DRAINAGE
NYSDOT Consultant 010E	UTILITIES
NYSDOT Consultant	CONSTRUCTIBILITY

Directory of New York State Certified Service-Disabled Veteran-Owned Businesses

QC/QA Laboratories, Inc.

BUSINESS DETAILS

Legal Name	QC/QA Laboratories, Inc.
Address	877 Route 4 S Schuylerville New York 12871
Phone	(518) 372-4067
Email	wstanton@qcqalabs.com
Web Site	qcqalabs.com
SFS Vendor ID	1100120042
Business Size	\$1,000,000 - \$4,999,999
Specific Function	Materials Testing Laboratory/Construction Materials Testing/Special Inspections/Geotechnical Drilling
Keywords	Construction Materials Testing, Laboratory Testing, Geotechnical Soil Testing, Construction Inspection, Special Inspections, Geotechnical Drilling, Soil Borings, Concrete and Asphalt Coring, Materials Testing Laboratory, Construction Materials Testing, Special Inspections, Geotechnical Drilling
Home Region	Capital Region
Counties Served	Albany Broome Cayuga Chemung Chenango Clinton Columbia Cortland Delaware Dutchess Erie Essex Franklin Fulton Greene Hamilton Herkimer Jefferson Lewis Madison Montgomery Oneida Onondaga Orange Oswego Otsego Putnam Rensselaer Rockland St. Lawrence Saratoga Schenectady Schoharie Schuyler Seneca Sullivan Tioga Tompkins Ulster Warren Washington Westchester

NAICS CODES

238910	Site Preparation Contractors
541380	Testing Laboratories

PRIMARY SDVOB CONTACT

President	Stanton, William
-----------	------------------

NYS CENTRALIZED CONTRACT

N/A



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/20/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement.

PRODUCER: Insurance Office of America, Inc. 31 Lewis Street Suite 201 Binghamton, NY 13901. CONTACT NAME: Linda Race. PHONE: (315) 234-5524. FAX: (315) 475-8040. E-MAIL ADDRESS: Linda.Race@ioausa.com. INSURER(S) AFFORDING COVERAGE: INSURER A: National Fire Insurance Co of Hartford (20478), INSURER B: Continental Insurance Company (35289), INSURER C: Valley Forge Insurance Company (20508).

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSD, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liability, and Workers Compensation and Employers' Liability.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER and CANCELLATION sections. CANCELLATION text: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: Deborah K Blanchard.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/12/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Fenner & Esler Agency, Inc. PO Box 60 Oradell, NJ 07649 USA	1-201-262-1200	CONTACT NAME: Timothy P. Esler, CPCU PHONE (A/C, No, Ext): 201-262-1200 E-MAIL ADDRESS: certs@fenner-esler.com	FAX (A/C, No): 201-262-781-
INSURED McFarland-Johnson, Inc. att: Frank J. Greco 49 Court Street Suite 240 Binghamton, NY 13901 USA		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A: Berkshire Hathaway Specialty Insurance	
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 534924294

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:					EACH OCCURRENCE	\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident)	\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE	\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				PER STATUTE OTH-ER	
A	Prof/Poll Liability		47-EPP-305431-03 FULL PRIOR ACTS	06/15/20	06/15/21	Per Claim	5,000,000
						Annual Aggregate	5,000,000
						Deductible per clm	50,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER McFarland-Johnson, Inc. SPECIMEN FOR PURPOSE OF EVIDENCING COVERAGE 49 Court Street, Metrocenter P.O. Box 1980 Binghamton, NY 13902-1980 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	--

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Workers' Compensation Board

**CERTIFICATE OF
NYS WORKERS' COMPENSATION INSURANCE COVERAGE**

<p>1a. Legal Name & Address of Insured (use street address only)</p> <p>McFarland Johnson, Inc. 49 Court Street PO Box 1980 Binghamton, NY 13902-1980</p> <p>Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)</p>	<p>1b. Business Telephone Number of Insured 607-723-9421</p> <p>1c. NYS Unemployment Insurance Employer Registration Number of Insured</p> <p>1d. Federal Employer Identification Number of Insured or Social Security Number 16-0770183</p>
<p>2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)</p>	<p>3a. Name of Insurance Carrier Valley Forge Insurance Company</p> <p>3b. Policy Number of Entity Listed in Box "1a" 6056803230</p> <p>3c. Policy effective period <u>1/1/2020</u> to <u>1/1/2021</u></p> <p>3d. The Proprietor, Partners or Executive Officers are <input checked="" type="checkbox"/> included. (Only check box if all partners/officers included) <input type="checkbox"/> all excluded or certain partners/officers excluded.</p>

This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. **(To use this form, New York (NY) must be listed under Item 3A on the INFORMATION PAGE of the workers' compensation insurance policy).** The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed above as the certificate holder in box "2".

Will the carrier notify the certificate holder within 10 days of a policy being cancelled for non-payment of premium or within 30 days if cancelled for any other reason or if the insured is otherwise eliminated from the coverage indicated on this certificate prior to the end of the policy effective period? YES NO

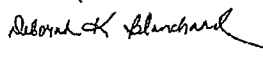
This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Workers' Compensation contract of insurance only while the underlying policy is in effect.

Please Note: Upon cancellation of the workers' compensation policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Workers' Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has the coverage as depicted on this form.

Approved by: Deborah Blanchard CIC - Insurance Office of America
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by:  12/14/2018
(Signature) (Date)

Title: Producer

Telephone Number of authorized representative or licensed agent of insurance carrier: 607-754-3500

Please Note: Only insurance carriers and their licensed agents are authorized to issue Form C-105.2. Insurance brokers are NOT authorized to issue it.

Workers' Compensation Law

Section 57. Restriction on issue of permits and the entering into contracts unless compensation is secured.

1. The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any compensation to any such employee if so employed.
2. The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter.



**CERTIFICATE OF INSURANCE COVERAGE
DISABILITY AND PAID FAMILY LEAVE
BENEFITS LAW**

PART 1. To be completed by Disability and Paid Family Leave Benefits Carrier or Licensed Insurance Agent of that Carrier

1a. Legal Name and Address of Insured (Use street address only)

MCFARLAND-JOHNSON, INC
49 COURT STREET
PO BOX 1980
BINGHAMTON NY 13902

1b. Business Telephone Number of Insured

(607) 723-9421

1c. Federal Employer Identification Number of Insured or Social Security Number

16 0770183

Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)

2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)

3a. Name of Insurance Carrier

The Guardian Life Insurance Company of America

3b. Policy Number of entity listed in box "1a":

00018268 0000

3c. Policy effective period:

01/01/2020

to 01/01/2021

4. Policy provides the following benefits:

- A. Both disability and paid family leave benefits.
- B. Disability benefits only.
- C. Paid family leave benefits only.

5. Policy covers:

- A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law.
- B. Only the following class or classes of employer's employees:

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS Disability and/or Paid Family Leave Benefits insurance coverage as described above.

Date Signed: 12/30/2019

By: Raymond J. Marra Raymond J. Marra

(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number: 1-888-278-4542

Title: Senior Vice President, Group and Worksite Markets

IMPORTANT: If Box "4a" is checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is **COMPLETE**. Mail it directly to the certificate holder. If Box "4b, 4c or 5b" is checked, this certificate is **NOT COMPLETE** for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be mailed for completion to the Workers' Compensation Board, DB Plans Acceptance Unit, PO Box 5200, Birmingham, NY 13902-5200.

PART 2. To be completed by NYS Workers' Compensation Board (Only if box "4c or 5b" of Part 1 has been checked)

**State Of New York
Workers' Compensation Board**

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law with respect to all of his/her employees.

Date Signed: _____ By: _____
(Signature of NYS Workers' Compensation Board Employee)

Telephone Number: _____ Title: _____

Please Note: Only insurance carriers licensed to write NYS disability and paid family leave benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1. Insurance brokers are NOT authorized to issue this form.

Additional Instructions for Form DB-120.1

By signing this form, the insurance carrier identified in box "3" on this form is certifying that it is insuring the business referenced in box "1a" for disability and/or paid family leave benefits under the New York State Disability and Paid Family Leave Benefits Law. The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed as the certificate holder in box "2".

The insurance carrier must notify the certificate holder and the Workers' Compensation Board within 10 days IF a policy is cancelled due to non-payment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured form coverage indicated on this certificate. (these notices may be sent by regular mail.) Otherwise, this Certificate is valid for one year after this form is approved the by the insurance carrier or its licensed agent, or until the policy expiration date listed in Box 3c, whichever is earlier. cancelled for any other reason or if the insured is otherwise eliminated from the coverage indicated on this certificate prior to the end of the policy effective period?

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Disability and/or Family Leave Benefits contract of insurance only while the underlying policy is in effect.

Please Note: Upon the cancellation of the disability and/or paid family leave benefits policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of NYS Disability and/or Paid Family Leave Benefits Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Disability and Paid Family Leave Benefits Law.

DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

§220.Subd. 8

- (a) The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in employment as defined in this article, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits for all employees has been secured as provided by this article. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any disability benefits to any such employee if so employed.

(b) The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in employment as defined in this article and notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits for all employees has been secured as provided by this article.

INSURANCE REQUIREMENT AFFIDAVIT

To be completed by appropriate insurance agent:

I, the undersigned agent, certify that the insurance requirements contained in this qualifications document have been reviewed by me with the below identified offerer. If the below identified offerer is awarded this contract by Albany County Airport Authority, I will be able, within ten (10) days after offerer is notified of such award, to furnish a valid insurance certificate to the Airport meeting all of the requirements contained in this contract.

Agent: Timothy P. Esler Signature Timothy P. Esler, CPCU Agent

Name of Insurance Carriers: Berkshire Hathaway Specialty Insurance Company

Address of Agency: Fenner & Esler Agency, Inc
467 Kinderkamack Rd, Oradell, NJ 07649

Phone Number Where Agent May Be Contacted: 201-262-1200

Offerer's Name (Print or Type) McFarland-Johnson, Inc.

SUBSCRIBED AND SWORN to before me by the above named on this
16th day of September, 2020

[Signature]
Notary Public in and for
State of New York
New Jersey

INSURANCE REQUIREMENT AFFIDAVIT

To be completed by appropriate insurance agent:

I, the undersigned agent, certify that the insurance requirements contained in this qualifications document have been reviewed by me with the below identified offerer. If the below identified offerer is awarded this contract by Albany County Airport Authority, I will be able, within ten (10) days after offerer is notified of such award, to furnish a valid insurance certificate to the Airport meeting all of the requirements contained in this contract.

Agent: *Deborah K. Blanchard* Deborah K. Blanchard, CIC, ACSR
Signature Agent

Name of Insurance Carriers: National Fire Insurance Co of Hartford, Continental Insurance Company, Valley Forge Insurance Company

Address of Agency: Insurance Office of America, 31 Lewis Street, Suite 201, Binghamton, NY 13901

Phone Number Where Agent May Be Contacted: 607-754-3500

Offerer's Name (Print or Type) Michael Coleman, CRIS - Vice President - Insurance Office of America

SUBSCRIBED AND SWORN to before me by the above named on this 16th day of September, 2020

BRENDA J. FERRI
Notary Public State of New York
No 4528018
Residing in Broome County
My Commission Expires June 30, 2021

Brenda J. Ferri
Notary Public in and for
State of New York

Appendix D

FORMS



SECTION IV: SCHEDULE "A" CONSULTANT'S RESPONSE

OFFERER/BIDDER/PROPOSER'S AFFIRMATION OF UNDERSTANDING OF AND AGREEMENT PURSUANT TO STATE FINANCE LAW §139-j(3) and §139-j(6)(b)

Contract No.: S-20-1064

Contract Name: Professional Engineering Services for
Taxiway "A" Pavement Rehabilitation Design and Construction Administration

Pursuant to State Finance Law §§139-j and 139-k (attached), this Solicitation/Invitation for Bid/Request for Proposal includes and imposes certain restrictions on communications between the Authority and an offerer/bidder during the procurement process. An offerer/bidder/proposer is restricted from making contacts from the earliest notice of intent to solicit offers through final award and approval of the contract by the Authority ("restricted period") to other than designated staff unless it is a contact that is included among certain statutory exceptions set forth in State Finance Law §139-j(3)(a). Designated staff, as of the date hereof, is identified in the Solicitation/Invitation for Bid/Request for Proposal for the contract referenced above. Authority employees are also required to obtain certain information when contacted during the restricted period and make a determination of the responsibility of the offerer/bidder/proposer pursuant to these two statutes. Certain findings of non-responsibility can result in rejection for contract award and in the event of two findings within a 4 year period, the offerer/bidder/proposer is debarred from obtaining governmental procurement contracts. Further information about these requirements can be found by examining the New York State Procurement Lobbying Law.

Offerer affirms that it understands and agrees to comply with the procedures of the Authority relative to permissible Contacts as required by State Finance Law §139-j (3) and §139-j (6) (b).

Signature:  Date: September 28, 2020

Name: James M. Festa, PE
Title: Chief Executive Officer
Contractor Name: McFarland-Johnson, Inc.
Contractor Address: 49 Court Street, Suite 240, Binghamton, NY 13901

QUALIFICATION ACKNOWLEDGMENT FORM

The proposers acknowledge that he/she has carefully examined the RFQ, the attached Agreement draft and the proposed location/s for his proposed operation/s.

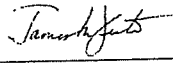
The proposer warrants that if qualifications are accepted, he will contract with the Albany County Albany Authority the form of an Agreement substantially in the form attached and comply with the requirements of the RFQ and the executed Agreement. Proposer agrees to deliver an executed Agreement to the Albany County Airport Authority within fourteen (14) calendar days of receiving the tendered Agreement from the Authority.

I, the undersigned, guarantee our qualifications meet or exceed specifications contained in the RFQ document. Any exceptions are described in detail and all requested information has been submitted as requested.

I affirm that I have read and understand all the provisions and conditions as set forth in this RFQ. Our firm will comply with all provisions and conditions as specified, unless specifically noted as an exception with our Qualifications.

I also affirm that I am duly authorized to execute the Agreement contemplated herein; that this company, corporation, firm, partnership, or individual has not prepared these Qualifications in collusion with any other proposer.

Name of Proposer: James M. Festa. PE

Signature of Authorized Person: 

Title: Chief Executive Officer

Business Address of Proposer: 49 Court Street, Suite 240, Binghamton, NY 13901

Business Phone Number: (607) 723-9421

Date: September 28, 2020

Subscribed and sworn to before me this 17th day of September, 2020.

Linda M. Minch

Notary Public
Albany County, New York
12/22

NON-COLLUSION AFFIDAVIT

Authorized officer: Proposer's qualifications containing statements, letters, etc., shall be signed in the qualifications by a duly authorized officer of the company whose signature is binding on the qualifications.

The undersigned offers and agrees to furnish all of the items/services upon which qualifications are stated in the accompanying proposal. The period of acceptance of this proposal will be 90 calendar days from the date of the acknowledgment. (Period of acceptance will be ninety (90) calendar days unless otherwise indicated by proponent).

STATE OF New York COUNTY OF Broome

BEFORE ME, the undersigned authority, a Notary Public in and for the State of New York on this day personally appeared James M. Festa, PE who after being by me duly sworn did depose and say: I, James M. Festa, PE am a duly authorized officer of/agent for and have been duly authorized to execute the foregoing on behalf of the said McFarland-Johnson, Inc.

I hereby certify that the foregoing offer has not been prepared in collusion with any other proponent or other person or persons engaged in the same line of business prior to the official opening of this proposal. Further, I certify that the proponent is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination, to control the type of services/commodities offered, or to influence any person or persons to offer or not to offer thereon.

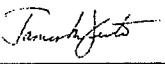
By submission of these qualifications, each proponent and each person signing on behalf of any proponent certifies and in the case of a joint proposal each party thereto certifies as to its own organization, under penalty of perjury that to the best of his knowledge and belief:

- A. The prices in this proposal have been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition as to any matter relating to such prices with any other proponent or with any competitor;
- B. Unless otherwise required by law, the prices which have been quoted in this qualification have not been knowingly disclosed by the proponent and will not knowingly be disclosed by the proponent prior to the opening, directly or indirectly to any other proponent or to any competitor; and,
- C. No attempt has been made or will be made by the proponent to induce any other person, partnership or corporation to submit or not to submit qualifications for the purpose of restricting competition.

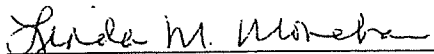
Name and Address of Proponent: McFarland-Johnson, Inc.

49 Court Street, Suite 240, Binghamton, NY 13901

Telephone and Fax Numbers: Phone: 607-723-9421; Fax 607-723-4979

By:  Name & Title James M. Festa, PE
Chief Executive Officer
Signature

SUBSCRIBED AND SWORN to before me by the above-named on this 17th day of September 2020.


Notary Public in and for the State of New York

LINDA M. MONAHAN
Notary Public, State of New York
No. 101202
Residing in Binghamton, NY
My commission expires 7/2/22

CORPORATION STATEMENT

IF A CORPORATION, answer the following:

1. When incorporated?

1/31/1928

2. Where incorporated?

New York

3. Is the corporation authorized to do business in New York?

Yes No

If New York is not state of incorporation:

A. Address of the registered office in New York:

B. Name of registered agent in New York at such office:

C. Attach Certificate of Authority to transact business in New York.

4. The Corporation is held: Publicly Privately

5. Furnish the name, title, and address of each officer, director, and shareholders of the corporation's issued stock:

Officer's Name	Address	Position	%
All stock held in: McFarland-Johnson, Inc., ESOP Trust - 49 Court St, Suite 240, Binghamton, NY 13901 100%			
James M. Festa, PE	421 Denial Way, Vestal, NY 13850	Director/Chief Executive Officer	0%
Chad G. Nixon, MBA	103 Skye Island Drive, Endicott, NY 13760	Director/President	0%
Frank J. Greco, CPA	47 Penna Road, Johnson City, NY 13790	Secretary/Treasurer	0%
		Senior Vice President/CFO	0%
Thomas T. Kendrick, PE	112 Woods Road, Falmouth, ME 04105	Director/Vice President	0%
Jeffrey R. Wood, CSDP	66 Frederick Drive, Apalachin, NY 13732	Vice President	0%
Kevin M. Sullivan	691 Moul Road, Hilton, NY 14468	Vice President/Land Surveyor	0%

Director's Name	Address	Principal Business Affiliation Other Than Proposer's Directorship
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Principal Shareholders	Address	Percentage Ownership
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All stock held in: McFarland-Johnson, Inc., ESOP Trust - 49 Court St, Suite 240, Binghamton, NY 13901

ALL PROPOSALS - FINANCIAL INFORMATION

A. Financial Statements

Proponents shall attached a Balance Sheet and Income Statement prepared in accordance with Generally Accepted Accounting Principles (GAAP) for the most current year-to-date period, together with a copy of the Proponent's most recent fiscal year Financial Statements, audited by a Certified Public Accountant or firm of Certified Public Accountants, including the auditor's opinion thereon.

B. Surety Information

1. Have you, or any entity you have had an ownership interest in, ever had a bond or surety canceled or forfeited? Yes () No (X)
2. If Yes, state the name of the bonding company, date, amount of the bond and the reason for such cancellation or forfeiture

C. Bankruptcy Information

1. Have you, or any entity you have had an ownership interest in, ever filed a petition for bankruptcy, or been declared bankrupt? Yes () No (X)
2. If Yes, state the name of the entity, date, amount of the filed or declared bankruptcy

D. County of Albany and any Affiliated Entity

1. Have you ever entered into an agreement with the County of Albany or any affiliated entity? Yes (X) No ()
2. If Yes, identify the agreement(s), its purpose, and its term. See attached list.
3. Have you ever been sent a default notice concerning any such agreement(s)? Yes () No (X) If Yes, please explain

FINANCIAL INFORMATION – ATTACHMENT

D2. County of Albany and Any Affiliated Entity – Agreements

The following table identifies the agreements McFarland-Johnson, Inc. has held with the Albany County Airport Authority.

Agreement	Purpose	Term
Albany County Airport-PMP Project Description for Grant Application	Assisted the Authority with writing a project description for a grant application.	04/15/2020
Million Air Hangar Albany International Airport Albany, NY (subconsultant to RAN Fire Protection Engineering)	As a subconsultant, MJ provided a utility plan for a new sprinkler connection for the hangar.	04/12/18 – 06/13/18
Terminal Ramp Trench Drain Repairs Albany International Airport Albany, NY (ACAA CPN #906-GC)	The project consists of the replacement of approximately 1,300 linear feet of the existing trench drainage on the Terminal Ramp. The existing 6" trench drain is failing, including: broken and cracked grates, and failed concrete causing the trench drains to partially collapse, and spalling concrete, resulting in foreign object debris (FOD) contaminating the aircraft ramp and creating a significant safety hazard to aircraft. This results in ongoing maintenance issues to keep up with failures and FOD. The 1,300 linear feet of trench drain replacement is only a portion of the total trench drain surrounding the terminal. This project will replace the existing trench drain system to the greatest extent that the grant budget will allow.	04/2017 – 10/2017
County Route 151 Crosswalk Design & Construction Administration Albany, NY (ACAA CPN #2260)	The project consists of design and Construction administration of a pedestrian crosswalk to provide safer access to the proposed employee parking lot project planned at the Southeast corner of the intersection of Albany Shaker Road and Heritage Lane. To better accommodate the future pedestrian traffic, a new crosswalk will be designed across the east leg of the intersection with associated connections to the existing pedestrian facilities and the new employee parking lot. Pedestrian signals will be designed for the new crosswalk, which will require modifications to the existing traffic signal.	06/2017 – 09/2017
Employee Remote Parking Lot Design Albany International Airport Albany, NY (ACAA CPN #2260)	The project involved demolition of two buildings and an above-ground, abandoned concrete water storage tank, modifications to the existing 6- and 8-inch water mains and meters within one of the existing buildings to be demolished, and development of an employee parking lot on an approximately 3.5-acre parcel, adjacent to the Albany International Airport. Due to the significant impact to existing stormwater runoff, a subsurface stormwater detention system was designed as part of this project. The intent is to establish a paved Airport Employee Parking Lot for approximately 250 vehicles. Design effort includes coordination with several other firms on Environmental Permitting, Asbestos Remediation and Building Demolition aspects of the project.	03/2016 - 08/2017
Airfield Emergency Access & Fencing Improvements Design & Construction Administration	This project involved the design and bid phase services for an airfield emergency access road extension adjacent to Runway 19 at the Albany International Airport. It also included fencing improvements adjacent to Runway 10-28. The total length of	05/2012– 06/2014

Agreement	Purpose	Term
Albany County Airport Authority Albany International Airport Albany, NY	the access road extension was approximately 1,300 linear feet and included both paved and unpaved roadway sections. Approximately 2,130 linear feet of new airfield chain link security fence with four vehicle gates were designed. Ancillary work included the installation of one-way and two-way concrete ducts to protect existing electrical edge lighting circuitry and approach lighting circuitry and control wires.	
DBE Compliance Assistance Albany County Airport Authority Albany International Airport Albany, NY	This project involves assisting the Airport Authority in the preparation and submittal of its ACDBE and DBE plans and programs to the Federal Aviation Administration. Key tasks include analysis of the market area to document DBE availability, documenting relevant NAICS codes including a review of the census bureau database, review and documentation of past DBE accomplishment and identification of the proper average basis and determination of the overall airport goals. In addition, the project involves coordination with the FAA to report on the prior year's accomplishments, set goals as applicable, and update the plans to ensure compliance with CFR Part 23 and Part 26, respectively.	Annual Updates 1995 – Present
Airport Noise Exposure Map Albany County Airport Authority Albany International Airport Albany, NY	This project involves providing FAA Part 150 Noise Exposure Maps using Integrated Noise Model standards. As a subconsultant to Landrum & Brown, MJ provided land use analysis of potential impacts associated with aircraft noise within the neighborhoods surrounding the airport.	12/2010 - 02/2012
Terminal Expansion & Renovation Albany County Airport Authority Albany International Airport Albany, NY	As a subconsultant to Reynolds, Smith & Hills, MJ provided design of a fire protection system, including a deluge system with flame sensors to protect glazed areas on airside of terminal, fire pump and stand pipe system, wet pipe system, dry pipe system and pre-action systems. The project also involved designing a complete terminal expansion plumbing system, power distribution and lighting, fire alarms, data communications system, and telephone systems for the existing and new terminal addition, and the concourse building. The design included pre-wiring of the new terminal facility with a complete telephone and data network system which included a main distribution frame, seven intermediate distribution frames, and numerous individual telecommunication racks. The overall network provides telephone service distribution, building-wide computer networks, dedicated networks of the individual airlines, dynamic information and advertising signage, and any future communication needs which can be serviced by the CATV data or fiber optic lines.	10/1998 - 01/1999

WORK FORCE COMPOSITION

McFarland-Johnson, Inc. 607-723-9421
Name of Firm **Phone Number**

49 Court Street, Suite 240 Binghamton NY 13901
Address **City** **State** **Zip Code**

James M. Festa, PE; Chief Executive Officer
Name & Title of Authorized Executive

Full Time Employees	Total # of Employees	White	American Indian	Black	Hispanic	Other (*)
		M/F	M/F	M/F	M/F	M/F
	Male / Female					
Admin & Manager	5 / 0	5 / 0	0 / 0	0 / 0	0 / 0	0 / 0
Professional	87 / 23	78 / 20	1 / 0	2 / 0	2 / 0	4 / 3
Technical	13 / 5	13 / 4	0 / 0	0 / 1	0 / 0	0 / 0
Sales Workers	1 / 3	1 / 3	0 / 0	0 / 0	0 / 0	0 / 0
Office Workers	0 / 6	0 / 6	0 / 0	0 / 0	0 / 0	0 / 0
Semiskilled Workers						
Unskilled Workers						
Apprentices						
Seasonal	3 / 0	3 / 0	0 / 0	0 / 0	0 / 0	0 / 0
Temporary	7 / 3	7 / 3	0 / 0	0 / 0	0 / 0	0 / 0
Part Time						
TOTAL	116 / 40	107 / 36	1 / 0	2 / 1	2 / 0	4 / 3

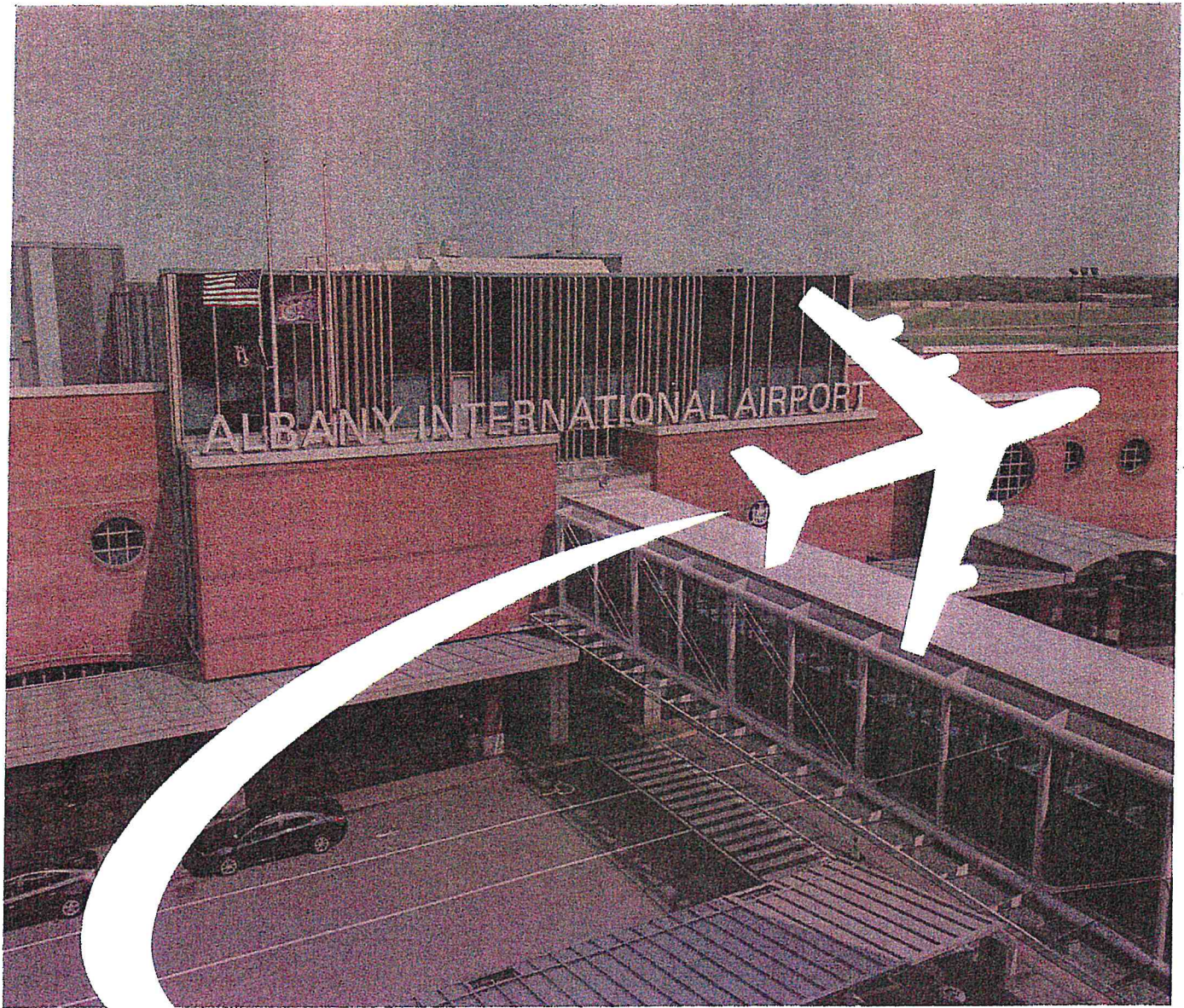
***Use Additional Sheets To Identify The Ethnicity Of Employees Identified In This Category.** * 2 Two or More Races and 5 Asian
Remarks: _____

CONSULTANT' CERTIFICATION

The above information is true and complete to the best of my knowledge and belief. I further understand and agree that if awarded the contract, this certification shall be attached thereto and become a part thereof.

Name & Title of Signer: James M. Festa, PE, Chief Executive Officer

Signature:  Date: 9/17/20



Highway & Bridge Services | Aviation Planning & Design
Construction Administration | Environmental Services |
Public Outreach Building & Facilities | Site/Civil Services | Technology Solutions



McFarland Johnson

www.mjinc.com

ALBANY COUNTY AIRPORT AUTHORITY
737 Albany Shaker Road
Administration Building, Suite 204
Albany, NY 12211-1057



REQUEST FOR QUALIFICATION STATEMENTS

CONTRACT NO. S-20-1064

**Taxiway "A" Pavement Rehabilitation Design
and Construction Administration**

Issue Date

September 10, 2020

Return Date:

September 28, 2020 at 11:00 AM/EST

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**ALBANY COUNTY AIRPORT AUTHORITY
REQUEST FOR QUALIFICATIONS:**

Contract # S-20-1064

- I. Notice of Request for Qualifications**
- II. Request for Qualifications**
- III. Sample Professional Services Agreement**
- IV. Schedule "A"
Consultant's Response**

ALBANY COUNTY AIRPORT AUTHORITY

Contract# S-20-1064

SECTION I: NOTICE FOR REQUEST FOR STATEMENT OF QUALIFICATIONS

This Request for Qualifications (RFQ) is intended to identify qualifications for Professional Engineering Services for Taxiway "A" Pavement Rehabilitation Design and Construction Administration at Albany International Airport (ALB). The formal Requests for Qualifications ("RFQ") will be available **September 10, 2020**, at the Albany County Airport Authority, Purchasing Office, Administration Building, Suite 204, Albany, New York 12211-1057, telephone (518)242-2214 or by downloading the RFQ documents at www.bidnetdirect.com//albany-county-airport-authority. No response will be considered unless the organization making the response has first obtained a copy of the RFQ. Specific details of the qualifications and scope of services are provided in the RFQ.

The response to this RFQ must be received no later than **September 28, 2020 at 11:00 a.m.**, at the Albany County Airport Authority Purchasing Office.

The Authority reserves the right to reject any or all qualifications, in whole or in part, to waive any and all informalities, and to disregard all non-conforming, non-responsive, or conditional qualifications.

Qualification statements received in the Authority Purchasing Office after the submission deadline shall be returned unopened and will be considered void and unacceptable. The Airport Authority is not responsible for delay of delivery of qualification submittals.

ALBANY COUNTY AIRPORT AUTHORITY

**Professional Engineering Services for
Taxiway “A” Pavement Rehabilitation Design
and Construction Administration
Contract #S-20-1064**

SECTION II: REQUEST FOR QUALIFICATIONS

1.0 INSTRUCTIONS TO RESPONDENTS:

The Albany County Airport Authority (“Authority”) is seeking professional engineering services for Taxiway “A” Pavement Rehabilitation Design and Construction Administration at Albany International Airport.

The Consultant shall conduct its work in accordance with applicable Federal, State and local laws and regulations. Where approvals by Federal, State or Local bodies or agencies are necessary, the Consultant shall identify such approvals and assist the Authority in obtaining same.

Furthermore, the awarded firm shall perform in a manner consistent with all existing legal agreements and leases at the Airport. Where variances to existing agreements or leases may be recommended, ample justification shall be provided. Airport Counsel will provide access to existing agreements and leases, as well as interpretations thereof and assessments of possible amendments as may be necessary as a result of the Contractor’s work.

In response to this RFQ, the Consultant may define, from its perspective, a more specific scope of services that will achieve the Authority’s objectives based upon procedures and methods as approved by the Authority. The Authority reserves the right to modify, amend, or waive any provision of this RFQ, prior to letting of a contract for contracting services.

Any interpretation, correction or change to this Request for Qualifications will be made by addenda. Sole issuing authority of addenda shall be vested in the Purchasing Agent as entrusted by the Albany County Airport Authority. Addenda will be posted to Bid Net Direct.

All questions concerning this RFQ shall be submitted in writing to Purchasing Agent, Bobbi Matthews by email to BMatthews@albanyairport.com. and interpretations and responses will be addressed to all respondents as addenda to the RFQ. All addenda will be posted on Bid Net Direct. Respondents are advised to refrain from requesting information in any manner other than as specified herein. Questions should be submitted in writing at least 72 hours prior to the due date and time to allow for a thorough response.

The Authority is extremely appreciative of the time and effort you must expend to submit a response. We would appreciate your informing us of any requirements of this RFQ which may have influenced your decision to “NO OFFER”. If, however, you choose to “NO OFFER” this service and wish to remain on list for other services, please state the particular service under which you wish to be classified.

2.0 PROJECT MANAGEMENT AND ORGANIZATIONAL STRUCTURE:

2.1 The **ALBANY COUNTY AIRPORT AUTHORITY**, is a body corporate and politic constituting a public benefit corporation established and existing pursuant to the Albany County Airport Authority Act enacted by Chapter 686 of the laws of 1993 and set forth in Title 32 of the New York Public Authorities Law, having offices at the Administration Building, 2nd Floor, Albany International Airport, Albany, NY, 12211-1057.

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

The County and the Authority have entered into an Airport Lease Agreement, effective as of May 16, 1996, for a term of forty (40) years, whereby the Authority has the exclusive right to operate, maintain and improve the Airport and do anything else permitted by law, subject only to the restrictions and conditions stated in such Airport Lease Agreement and in accordance with applicable law.

3.0 PROJECT SCOPE OF WORK

The Albany County Airport Authority is hereby requesting statements of qualifications from firms with prior airport design experience for professional engineering and survey services for the proposed Taxiway “A” (75’x 8,500’) Pavement Rehabilitation Project and Contract Administration at Albany International Airport.

The proposed project comprises “mill and fill” asphalt paving rehabilitation for existing Taxiway “A” (75 feet wide) including incidental striping, surface drainage improvements and subgrade improvements with additional select P209 placement. All proposed improvements would occur within the Airfield Security Identification Display Area. No filling or other potential adverse effect to Federal or State freshwater wetlands or other environmental critical areas is anticipated as a result of this project. The total engineering and construction program budget is approximately \$4,000,000.00

The proposed scope of work for professional, engineering, and survey services is intended to preserve and enhance aircraft apron asphalt rehabilitation through the design, bid phase, and construction contract award. Construction Inspection services are

anticipated by separate agreement. Deliverable documents shall include, but not limited to, Engineer Design Report with Estimate of Probable Cost, Bid Specifications, Airport Construction Safety and Phasing Plan, and Engineers Recommendation for Contract Award.

The engineering project scope and schedule will include:

- Programming and Project Review Phase
- Design Development Phase
- Construction Document / Bid Phase
- Estimates and Schedules

Tentative Schedule:

- Program Phase – four (4) weeks
- Approval – two (2) weeks
- Design Development – nine (9) weeks

Responding firms are requested to provide a proposed project approach narrative and milestone schedule.

The Authority, where applicable, will make available all existing record data, drawings of original construction, contractual or legal agreements, and subsequent modifications as may be applicable to the project.

4.0 PROJECT SCHEDULE

The following milestone schedule includes key dates on the award of a contract for, and performance of, the specified services. The Authority reserves the right to modify this schedule; whereupon, notice will be issued as an addendum to this RFQ.

4.1 Schedule:

The following schedule is anticipated:

Advertise/Release RFQ:	September 10, 2020
Return Date	September 28, 2020 at 11:00 A.M.
Evaluation of Qualifications:	October / November 2020

5.0 CONSULTANT QUALIFICATIONS:

In response to this RFQ, respondents shall structure their response to the requirements as specified hereinafter. The Authority will consider these factors in the evaluation of each response. Incomplete Qualification Statements shall be rejected, and the Authority is under no

obligation to request, nor obtain additional information than as presented in response to these requirements.

5.1 BUSINESS BACKGROUND:

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

5.1.2 Please answer the following:

5.1.2.1 Date of Incorporation or Organization

5.1.2.2 State of Incorporation or Organization

5.1.2.3 Names:

5.1.2.3.1 President/CEO

5.1.2.3.2 Vice President

5.1.2.3.3 Secretary or Clerk

5.1.2.3.4 Treasurer

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

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

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

5.1.6 Attach any other information or conditions concerning your business background which you desire to present.

5.2 EXPERIENCE AND CAPABILITIES:

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

5.2.1.1 List five similar completed projects with name, address, and telephone number of clients for reference.

- 5.2.2 Ability to complete recent projects on time and within budget. To be qualified for consideration the Consultant must have successful experience in the application of its proposed methods and systems at a commercial airport of the size and nature of, or larger than, the Albany International Airport.
- 5.2.3 Availability of qualified personnel and necessary equipment to provide the services within schedule. Discuss current work load and percentage of resources available to this project.
- 5.2.4 Provide the name of your project manager and key members of your proposed team in an organizational chart which complements your project approach statement. Provide resumes of the above personnel indicating their education, experience and certification/registration(s).
- 1.2.5 Provide your Affirmative Action Policy Statement and evidence of compliance with Equal Employment Opportunity.
- 5.2.6 Identification of knowledge of regulations and laws of New York State and County of Albany.
- 5.2.7 Certifications
 - 5.2.7.1 Certification of Professional Registration in the State of New York.
 - 5.2.7.2 Certification of required insurance as specified in the proposed Agreement.

5.3 SECURITY IDENTIFICATION DISPLAY AREA (SIDA) ACCESS POLICY FOR CONTRACTED CONSTRUCTION/MAINTENANCE ACTIVITY

- 5.3.1. Contractor Supervisory Personnel:
 - 5.3.1.1. Contractor supervisory personnel (lead/foreman) who routinely or by separate Contract, supervise construction/maintenance personnel on the airport will be fingerprinted, identified, trained and issued an airport identification card authorizing them unescorted access to the SIDA.
 - 5.3.1.2. The identification card will be retained by the Airport Security/Operations Department and issued to the holder when access is required. Employers shall be responsible

for providing the Airport Security/Operations Department with the Five Year Employment Background Check as required by the FAA.

5.3.1.3. These personnel will escort working parties within the SIDA and will remain with the working party(ies) at all times. If the carded supervisory person leaves the SIDA, all individuals being supervised by that supervisor must also leave the SIDA.

5.3.2. Other Contractor Personnel:

5.3.2.1. Contractors, through their supervisory personnel, will provide the Airport Security/Operations Department with a daily roster of personnel who will be working within the SIDA on that day or shift as the case may be. This roster shall contain each individuals name, job title and employer (if subcontractor).

5.3.2.2. The supervisor will provide a daily roster to the Airport Security/Operations Department prior to the commencement of work and will obtain a numbered color coded badges for each individual on that roster. The buttons must be displayed on an outer garment at all times while the individual is in the SIDA. Individuals shall also have a valid New York State Driver's License, or other photo identification in their possession. This additional identification shall be used to positively identify each individual.

5.3.2.3. At the end of the shift all buttons will be returned to the Airport Security/Operations Department. Failure to return the buttons will delay future access to the SIDA by the Contractor.

5.3.2.4. This policy shall apply to ALL Contractors involved in both short and long term projects, whether locally or federally funded.

6.0 CONTRACTOR'S RESPONSE:

All responses meeting the intent of this Request for Qualifications will be considered for award. By offering substitutions, respondent shall state exceptions in the section pertaining to that area. Exceptions or substitutions, if accepted, must meet or exceed the stated intent of the RFQ. The absence of such a list shall indicate that the respondent has not taken exceptions and shall obligate the respondent to perform in strict accordance with the RFQ and contract. The Authority reserves the right to accept any or none of the exception(s) or substitution(s) as deemed to be in the best interest of the Airport. The Contractor shall demonstrate that proposed exceptions or substitutions are equal to the specifications herein.

6.1 PROJECT APPROACH:

- 6.1.1** Demonstration of knowledge and understanding of the Scope of Services and the current environment in which services will be performed.
- 6.1.2** Based upon the specified scope of services, provide a work program to satisfy the requirements of the Authority. Explain the approach to be utilized in accomplishing the work required within the time frame permitted.
- 6.1.3** Identify and certify the availability of personnel, equipment, and other resources to perform the scope of services.
- 6.1.4** Identify any potential problem areas and proposed mitigation.
- 6.1.5.** State the level of priority this project will have within the firm from project commencement to completion.

6.2 COST OF SERVICES:

The cost of services shall be established in compliance with FAA Advisory Circular 150/5100-14C, "Architectural and Engineering and Planning Consultant Services For Airport Grant Projects". Respondent shall be engaged on the basis of qualifications and experience, with cost of professional services determined through negotiation of a fair and reasonable fee.

6.3 CERTIFICATIONS:

In response to this RFQ, respondents shall certify in their submittals the following:

- 6.3.1 Incorporation or license to conduct business in the State of New York;
- 6.3.2 Understanding of, and agreement with the sufficiency, of the specified scope of services to achieve the Authority's objectives;
- 6.3.3 Assurance to comply with the Airport's Rules and Regulations;
- 6.3.4 Intent to comply with the Airport EEO and DBE policies and plans, copies available for review at the Airport Authority Offices. The percentage of work to be performed by certified DBE's. A list of certified DBE's may be obtained from the DBE Office at the Albany County Airport Authority by contacting DBE Liaison Officer Jenn Munger at (518)242-2455 or by email at jmunger@albanyaairport.com ; and
- 6.3.5 Evidence of availability of, or the intent to procure, required insurance as specified, in **Schedule "D"**, in the attached Contractual Agreement. Respondents shall complete and submit the Insurance Requirement Affidavit, as attached hereto as **Exhibit 1**

7.0 EVALUATION PROCEDURE:

- 7.1 The Authority will designate an evaluation committee to review Qualifications Statement. This Committee will consist of personnel selected by the Airport Authority's Executive Office.
- 7.2 The Committee shall evaluate the Respondent's qualifications submitted for compliance with this RFQ.
- 7.3 The following criteria will be utilized in the evaluation of qualifications and the referenced weighted values will be utilized to rank respondents.

7.3.1 Pertinent Experience of Consultant (28 Points)

- 7.3.1.1 Recent Experience in Projects that are Similar in Nature to the Albany International Airport.
- 7.3.1.2 Capability to Perform Work
- 7.3.1.3 Demonstrated Experience in Specialized Areas of Design
- 7.3.1.4 Experience and Demonstrated Positive Response to Value Studies

7.3.2 Proposed Design Team Organization (27 points)

7.3.2.1 Qualifications of Team Members, as having experience with Qualified Team Structure

7.3.2.2 Key Personnel's Professional Background, Leadership, and Expertise and relationship to the Project

7.3.2.3 Proposed Design Team Composition to Cost Effectively and Responsively Accomplish the Project

7.3.3 Project Approach (20 points)

7.3.3.1 Interest in Undertaking the Project

7.3.3.2 Understanding of the Project's Potential Problems and Unique Characteristics

7.3.3.3 Capability to Blend Aesthetic and Function while Accomplishing the Basic Requirements of Airport Facilities

7.3.4 Past Performance (20 points)

7.3.4.1 Reputation for Personal and Professional Integrity and Competence

7.3.4.2 Ability to Meet Schedules and Budgets

7.3.4.3 Quality of Projects Previously Undertaken by Respondent

7.3.5 Work Load (5 points)

7.3.5.1 Current and Projected Work Loads Allow for a Timely Response to the Project.

Total Points - 100

7.4 Where necessary, respondents may be required to interview with the appropriate Committee of the Authority.

7.5 Based upon the evaluation, the Airport Authority shall recommend award of contract to the Authority for approval.

8.0 AWARD OF CONTRACT

- 8.1 Award will be made to the most qualified respondent.
- 8.2 Upon authorization, the contract will be executed on behalf of the Authority by the Chairman.
- 8.3 Notwithstanding anything contained herein to the contrary, no default shall be deemed to occur in the event no funds or insufficient funds are appropriated, budgeted, or otherwise unavailable to the Authority for payment. The Authority will immediately notify the respondent of such occurrence, and the Agreement shall terminate on the last day of the fiscal period for which appropriations were made, without penalty or expense to the Authority of any kind whatsoever, except as to those portions herein agreed upon for which funds shall have been appropriated and budgeted.

9.0 SUBMISSION OF QUALIFICATIONS

- 9.1 Submission can be delivered to the Airport Purchasing Office at the address below or electronic submission can be sent to the Airport Purchasing Agent at bmatthews@albanyairport.com.

Email submission should state "Contract #S-20-1064 Submittal" in the subject line. All electronic submittals will be acknowledged as "Received" with a return email. Email submissions should be confirmed with the Purchasing Department.

Delivered submissions must direct one original and five copies of the response in a sealed envelope, labeled:

"Professional Engineering Services / CONTRACT # S-20-1064"

to the attention of:

Albany County Airport Authority Purchasing Department
Albany County Airport Authority
737 Albany Shaker Road
Administration Building, Suite 204
Albany, NY 12211-1057

- 9.2 **Deadline: 11:00 a.m., September 28, 2020**
- 9.3 Each delivered submittal must be bound in 8-1/2" X 11" plain paper, not to exceed 20 pages including the cover letter. Do not include company brochures.

This page limit does not include financial statements or other required documents. Electronic Submittals should include this same size/quantity of pages.

- 9.4 Late Responses:** Qualification Statements received in the Airport Purchasing Office after the submission deadline shall be returned unopened and will be considered void and unacceptable. The Airport Authority is not responsible for lateness of mail, carriers, etc., and the date/time stamp clock in the Purchasing Department shall be the official time of receipt.
- 9.5** A response may not be withdrawn or canceled by the respondent for a period of ninety (90) days following the date designated for the receipt of response and respondent so agrees to this condition upon submittal of their response.
- 9.6** Qualifications shall be received and acknowledged only so as to avoid disclosure of the contents to competing respondents and kept secret during the evaluation/negotiation process. However, all qualifications shall be open for public inspection after the contract is awarded. Trade secrets and confidential information contained in the response and so identified will be treated as confidential by the Authority to the extent allowable in the Freedom of Information Law.

All questions or comments regarding this request may be submitted in writing to:

Ms. Bobbi Matthews, Purchasing Agent, Albany County Airport Authority, Administration Building, Room 204, Albany, New York 12211-1057, by email: bmatthews@albanyairport.com.

SECTION III

****SAMPLE PROFESSIONAL SERVICES AGREEMENT****

BETWEEN THE

ALBANY COUNTY AIRPORT AUTHORITY
AND
XXXXXXXX

FOR THE
XXXXXXXXXXXXXXXXXXXX
AT THE ALBANY INTERNATIONAL AIRPORT

CONTRACT NO. XXXXXXXX

THIS AGREEMENT is made and entered into effective the _ day of XXXXXX , 201__, by and between the **ALBANY COUNTY AIRPORT AUTHORITY** (the "Authority"), a body corporate and politic constituting a public benefit corporation established and existing pursuant to the Albany County Airport Authority Act enacted by Chapter 686 of the laws of 1993 and set forth in Title 32 of the New York Public Authorities Law, having offices at the Administration Building, Room 200, Albany International Airport, Albany, NY, 12211 and XXXXXXX, (the "Consultant"), a **New York Corporation** having its office and principal place of business at XXXXXXX.

RECITALS

1. The County of Albany (the County) is the owner of the Albany International Airport (the Airport), located in the Town of Colonie, County of Albany, State of New York.
2. The County and the Authority have entered into an Airport Lease Agreement, effective as of May 16, 1996, for a term of forty (40) years, whereby the AUTHORITY has the exclusive right to operate, maintain and improve the Airport and do anything else permitted by law, subject only to the restrictions and conditions stated in such Airport Lease Agreement and in accordance with applicable law.
3. The Consultant has heretofore submitted a proposal, dated XXXXXXX, for the project entitled XXXXXXX.
4. The Authority has negotiated a scope of work with the Consultant as described herein.
5. This Agreement had been duly authorized by the Albany County Airport Authority by resolution adopted on XXXXXXX.

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

ARTICLE I - SERVICES TO BE PERFORMED

The Consultant shall perform the services hereinafter set forth under Article II, entitled ~~A~~Scope of Work during the period from execution of this Agreement until completion of the work, as described in Article XIII, hereof.

ARTICLE II - SCOPE OF WORK

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

ARTICLE III - FEES

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

Consultant's fees in the aggregate shall not exceed _____ .

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

ARTICLE IV - AVAILABLE DATA

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

ARTICLE V - COOPERATION

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

ARTICLE VI - EXTRA WORK

If the Consultant is of the opinion that any work the Consultant has been directed to perform is beyond the scope of this Agreement and constitutes Extra Work, the Consultant shall

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

ARTICLE VII - ACCOUNTING RECORDS

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

ARTICLE VIII - ASSIGNMENTS

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

ARTICLE IX - OWNERSHIP OF MATERIALS

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

ARTICLE X - INDEPENDENT CONTRACTOR

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

ARTICLE XI - INDEMNIFICATION

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

ARTICLE XII - INSURANCE

The CONSULTANT shall procure and maintain at its own expense and without direct expense to the AUTHORITY until final acceptance by the AUTHORITY of the services covered by this Agreement, insurance policies of the kinds and the amounts hereafter provided, issued

by insurance companies **licensed** by New York State and having an **A.M. Best rating of "A" or better**, covering all operations under this Agreement, whether performed by the CONSULTANT or by sub-contractors. Before commencing the work, the CONSULTANT shall furnish the AUTHORITY a certificate or certificates, in a form satisfactory to the AUTHORITY, showing that it has complied with these requirements, which certificate or certificates shall provide that the policies shall be automatically renewed and not be materially changed or canceled until thirty (30) days written notice has been mailed to the AUTHORITY. Certificates which contain a provision or reservation in the cancellation clause that the issuing company will endeavor to mail thirty (30) days notice to the certificate holder, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives, or similar conditional notice of cancellation provisions, will not be accepted by the AUTHORITY.

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

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

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

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

Liability For Bodily Injury & Property Damage Combined Single Limit	\$1,000,000
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3. General Liability Insurance: Commercial General Liability (Occurrence Form) including contractual, personal injury, premises/products and completed operations liability, explosion, collapse and underground and broad form property damage and shall cover all operations and shall be furnished with limits of not less than:

Liability For Bodily Injury & Property Damage Combined Single Limit	\$1,000,000
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The general liability insurance required must include contractual liability insurance applicable to CONSULTANT'S obligations under this Agreement. Provide a list of all endorsed exclusions, if any. CONSULTANT shall maintain products/completed operations coverage for the duration of this Agreement and for a minimum of three years after completion of all services covered by this Agreement.

4. Professional Liability Insurance: CONSULTANT shall maintain a Professional Liability policy throughout the duration of this Agreement and agrees to maintain the policy for a minimum of three years after completion of all services covered by this Agreement.

Limit \$5,000,000 Each Claim

If the policy has an annual aggregate limit, CONSULTANT shall immediately notify the AUTHORITY of any and all claims which have or may be charged against such limit.

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

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

If the Project involves on-site construction-phase services by the CONSULTANT, construction contractors shall be required to provide (or AUTHORITY may provide) Owner's Protective Liability insurance naming the **ALBANY COUNTY AIRPORT AUTHORITY, AND ITS AGENT, AFCO AvPORTS Management, LLC, THE COUNTY OF ALBANY, THE FEDERAL AVIATION ADMINISTRATION, and THE STATE OF NEW YORK** and any other substituted and additional consultants the AUTHORITY may retain as named insureds and the CONSULTANT as an additional insured on the construction contractor's liability insurance policies covering claims for personal injuries and property damage.

- (b) The policy or policies covering the obligations of the CONSULTANT, set forth in subparagraph (a)(1) above, shall be in accordance with the provisions of any applicable Workers Compensation or Disability Benefits Law, including for the State of New York, Chapter 41, Laws of 1914, as amended, known as the Workers Compensation Law, and amendments thereto, and Chapter 600 of the

Laws of 1949, as amended, known as the Disability Benefits Law. This Agreement shall be void and of no effect unless the CONSULTANT procures such policy or policies and maintains the same in force during the term of this Agreement.

- (c) If AUTHORITY has any objection to the coverage afforded by or other provisions of the insurance required to be purchased and maintained by CONSULTANT in accordance with paragraph (a) on the basis of its not complying with this Agreement, the AUTHORITY will notify CONSULTANT in writing thereof within thirty (30) days of the date of delivery of such certificates to the AUTHORITY. CONSULTANT will provide such additional information in respect of insurance provided by CONSULTANT as the AUTHORITY may reasonably request. Failure of AUTHORITY to give any such notice of objection within the time provided shall constitute acceptance of such insurance as carried by the CONSULTANT as complying with this Agreement.

ARTICLE XIII - TERMINATION OF CONTRACT

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

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

Suspension or Termination of Performance

- (A) Authority may at any time, and for any reason, direct architect to stop architect's services under this agreement for a period of time. This direction must be in writing and must specify the period during which the services are to be stopped. Consultant shall resume services on the date specified in the direction, or on any other date owner subsequently specifies in writing. The period during which services are stopped is deemed to be added to the time fixed for performance. Stoppage of services under this Section shall not give rise to any claim against owner.

- (B) In the event that:

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

then authority may, on written notice to consultant, immediately terminate this agreement for cause.

- (C) Nothing in this Section is to be construed to relieve consultant from any liability and/or damages sustained by authority as a result of any breach by consultant of this agreement, and payment by authority to consultant of any monies pursuant to this section does not bar owner from any and all remedies it may otherwise have against consultant for any failure of consultant to perform its services in accordance with this agreement.
- (D) Authority is not required to pay consultant under this section until consultant has satisfactorily completed the services required to be performed to the agreed point of suspension of termination.
- (E) Payment by owner to consultant of any monies pursuant to this Section does not bar owner from any and all remedies it may otherwise have against consultant for any failure of consultant to perform its services in accordance with this agreement.
- (F) If this agreement is terminated for any reason, consultant, prior to any payment to consultant pursuant to this section, shall deliver to authority the complete set of all original drawings prepared to the date of termination. Authority is entitled to use the ideas and designs contained in this agreement for the completion of the project; in the event of termination of this agreement or upon completion of the project, authority may, at all times, retain the originals of all such drawings, originals of renderings, special art work, or models. All drawings, plans, specifications, rendering and models, etc. are the property of authority. They are not to be used by any person other than authority on other projects unless expressly authorized by owner. Consultant is not responsible for any work that has not been completed as of the date of termination under this agreement.

ARTICLE XIV - DELIVERY OF RECORDS

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

ARTICLE XV - DISSOLUTION

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

ARTICLE XVI - LICENSES

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

ARTICLE XVII - NON-DISCRIMINATION REQUIREMENT

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

ARTICLE XVIII - NON-APPROPRIATIONS CLAUSE

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

ARTICLE XIX - APPLICABLE LAW

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

ARTICLE XX – MANDATORY FEDERAL CONTRACT PROVISIONS

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

ARTICLE XX - NOTICE

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

Albany County Airport Authority
Chief Executive Officer
Albany International Airport
Administration Bldg. Room 200
Albany, NY 12211

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

ARTICLE XXI - INVALID PROVISIONS

It is further expressly understood and agreed by and between the parties hereto that in the event any covenant, condition or provision herein contained is held to be invalid by any court or competent jurisdiction, the invalidity of such covenant, condition or provision shall in no way affect any other covenant, condition or provision herein contained; provided, however, that the invalidity of any such covenant, condition or provision does not materially prejudice either

Authority or Consultant in their respective rights and obligations contained in the valid covenants, conditions or provisions in this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed by the Authority, acting by and through the Chairman of the Authority, and the Consultant, by and through a duly authorized officer has executed this Agreement effective the day and year first above written.

ALBANY COUNTY AIRPORT AUTHORITY

BY: _____
Chairman

XXXXXXXXXXXX

BY: _____

XXXXXXXXXXXXXXXXXXXX

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

On the _____ day of _____, 20___, before me personally appeared DAVID E. LANGDON, to me known, to be the person who executed the above instrument, who, being duly sworn, did depose and say that he resides in the County of Albany, that he is the Chairman of the Albany County Airport Authority, the public benefit corporation described in, and which executed the foregoing instrument in the name of the Albany County Airport Authority pursuant to a resolution adopted by the Albany County Airport Authority on ; and that he signed his name thereto by like authorization.

Notary Public

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

On this _____ day of _____, 20___, before me personally came _____, to me known, who, being duly sworn, did depose and say that he resides in _____ County, that he is a _____ of _____, the partnership described in, and which executed the within instrument.

Notary Public

STATE OF)
)ss.:
COUNTY OF)

On this _____ day of _____, 20___, before me personally came _____, to me known, who being by me duly sworn, did depose and say that he/she resides in _____ County, that he/she is the _____ of _____, the corporation described in, and which executed the within instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was affixed by order to the Board of Directors of said corporation; and that he/she signed his/her name thereto by like order.

Notary Public

SCHEDULE "A"
SCOPE OF WORK

SAMPLE SERVICE AGREEMENT

SCHEDULE "B"

**FEE SCHEDULE
(with Claim Form, attached)**

SAMPLE SERVICE AGREEMENT

SCHEDULE "C"
INSURANCE CERTIFICATE(S)

****SAMPLE SERVICE AGREEMENT****

SECTION IV: SCHEDULE "A" CONSULTANT'S RESPONSE

OFFERER/BIDDER/PROPOSER'S AFFIRMATION OF UNDERSTANDING OF AND AGREEMENT PURSUANT TO STATE FINANCE LAW §139-j(3) and §139-j(6)(b)

Contract No.: S-20-1064

Contract Name: Professional Engineering Services for
Taxiway "A" Pavement Rehabilitation Design and Construction Administration

Pursuant to State Finance Law §§139-j and 139-k (attached), this Solicitation/Invitation for Bid/Request for Proposal includes and imposes certain restrictions on communications between the Authority and an offerer/bidder during the procurement process. An offerer/bidder/proposer is restricted from making contacts from the earliest notice of intent to solicit offers through final award and approval of the contract by the Authority ("restricted period") to other than designated staff unless it is a contact that is included among certain statutory exceptions set forth in State Finance Law §139-j(3)(a). Designated staff, as of the date hereof, is identified in the Solicitation/Invitation for Bid/Request for Proposal for the contract referenced above. Authority employees are also required to obtain certain information when contacted during the restricted period and make a determination of the responsibility of the offerer/bidder/proposer pursuant to these two statutes. Certain findings of non-responsibility can result in rejection for contract award and in the event of two findings within a 4 year period, the offerer/bidder/proposer is debarred from obtaining governmental procurement contracts. Further information about these requirements can be found by examining the New York State Procurement Lobbying Law.

Offerer affirms that it understands and agrees to comply with the procedures of the Authority relative to permissible Contacts as required by State Finance Law §139-j (3) and §139-j (6) (b).

Signature: _____ Date: _____

Name: _____

Title: _____

Contractor Name: _____

Contractor Address: _____

QUALIFICATION ACKNOWLEDGMENT FORM

The proposers acknowledge that he/she has carefully examined the RFQ, the attached Agreement draft and the proposed location/s for his proposed operation/s.

The proposer warrants that if qualifications are accepted, he will contract with the Albany County Albany Authority the form of an Agreement substantially in the form attached and comply with the requirements of the RFQ and the executed Agreement. Proposer agrees to deliver an executed Agreement to the Albany County Airport Authority within fourteen (14) calendar days of receiving the tendered Agreement from the Authority.

I, the undersigned, guarantee our qualifications meet or exceed specifications contained in the RFQ document. Any exceptions are described in detail and all requested information has been submitted as requested.

I affirm that I have read and understand all the provisions and conditions as set forth in this RFQ. Our firm will comply with all provisions and conditions as specified, unless specifically noted as an exception with our Qualifications.

I also affirm that I am duly authorized to execute the Agreement contemplated herein; that this company, corporation, firm, partnership, or individual has not prepared these Qualifications in collusion with any other proposer.

Name of Proposer: _____

Signature of Authorized Person: _____

Title: _____

Business Address of Proposer: _____

Business Phone Number: _____

Date: _____

Subscribed and sworn to before me this _____ day of _____, 200__.

NON-COLLUSION AFFIDAVIT

Authorized officer: Proposer's qualifications containing statements, letters, etc., shall be signed in the qualifications by a duly authorized officer of the company whose signature is binding on the qualifications.

The undersigned offers and agrees to furnish all of the items/services upon which qualifications are stated in the accompanying proposal. The period of acceptance of this proposal will be _____ calendar days from the date of the acknowledgment. (Period of acceptance will be ninety (90) calendar days unless otherwise indicated by proponent).

STATE OF _____ COUNTY OF _____

BEFORE ME, the undersigned authority, a Notary Public in and for the State of _____ on this day personally appeared _____ who after being by me duly sworn did depose and say: I, _____ am a duly authorized officer of/agent for _____ and have been duly authorized to execute the foregoing on behalf of the said _____.

I hereby certify that the foregoing offer has not been prepared in collusion with any other proponent or other person or persons engaged in the same line of business prior to the official opening of this proposal. Further, I certify that the proponent is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination, to control the type of services/commodities offered, or to influence any person or persons to offer or not to offer thereon.

By submission of these qualifications, each proponent and each person signing on behalf of any proponent certifies and in the case of a joint proposal each party thereto certifies as to its own organization, under penalty of perjury that to the best of his knowledge and belief:

- A. The prices in this proposal have been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition as to any matter relating to such prices with any other proponent or with any competitor;
- B. Unless otherwise required by law, the prices which have been quoted in this qualification have not been knowingly disclosed by the proponent and will not knowingly be disclosed by the proponent prior to the opening, directly or indirectly to any other proponent or to any competitor; and,
- C. No attempt has been made or will be made by the proponent to induce any other person, partnership or corporation to submit or not to submit qualifications for the purpose of restricting competition.

Name and Address of Proponent: _____

Telephone and Fax Numbers: _____

By: _____ Name & Title _____
Signature

SUBSCRIBED AND SWORN to before me by the above-named on this day of
20__ .

Notary Public in and for the State of New York

INSURANCE REQUIREMENT AFFIDAVIT

To be completed by appropriate insurance agent:

I, the undersigned agent, certify that the insurance requirements contained in this qualifications document have been reviewed by me with the below identified offerer. If the below identified offerer is awarded this contract by Albany County Airport Authority, I will be able, within ten (10) days after offerer is notified of such award, to furnish a valid insurance certificate to the Airport meeting all of the requirements contained in this contract.

Agent: _____
Signature Agent

Name of Insurance Carriers: _____

Address of Agency: _____

Phone Number Where
Agent May Be Contacted: _____

Offerer's Name (Print or Type) _____

SUBSCRIBED AND SWORN to before me by the above named on this _____
day of _____, 202 .

Notary Public in and for
State of New York

CORPORATION STATEMENT

IF A CORPORATION, answer the following:

1. When incorporated?

2. Where incorporated?

3. Is the corporation authorized to do business in New York?

_____ Yes _____ No

If New York is not state of incorporation:

A. Address of the registered office in New York:

B. Name of registered agent in New York at such office:

C. Attach Certificate of Authority to transact business in New York.

4. The Corporation is held: _____ Publicly _____ Privately

5. Furnish the name, title, and address of each officer, director, and shareholders of the corporation's issued stock:

Officer's Name	Address	Position	%
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Director's Name	Address	Principal Business Affiliation Other Than Proposer's Directorship
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Principal Shareholders	Address	Percentage Ownership
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PARTNERSHIP STATEMENT

IF A PARTNERSHIP, answer the following:

- 1. Date of Organization? _____
- 2. General Partnership _____ Limited Partnership _____
- 3. Partnership Agreement Recorded? _____ Yes _____ No

Date: _____

Book: _____

Page: _____

County: _____

- 4. Has the Partnership done business in New York?
Yes _____ No _____ When? _____
- 5. Name, address, and partnership share of each general or limited partner:

Name	Address	Percent Of Share Partner	General Limited

1.	_____		

2.	_____		

3.	_____		

4.	_____		

ALL PROPOSALS - FINANCIAL INFORMATION

A. Financial Statements

Proponents shall attached a Balance Sheet and Income Statement prepared in accordance with Generally Accepted Accounting Principles (GAAP) for the most current year-to-date period, together with a copy of the Proponent's most recent fiscal year Financial Statements, audited by a Certified Public Accountant or firm of Certified Public Accountants, including the auditor's opinion thereon.

B. Surety Information

1. Have you, or any entity you have had an ownership interest in, ever had a bond or surety canceled or forfeited? Yes () No ()
2. If Yes, state the name of the bonding company, date, amount of the bond and the reason for such cancellation or forfeiture

C. Bankruptcy Information

1. Have you, or any entity you have had an ownership interest in, ever filed a petition for bankruptcy, or been declared bankrupt? Yes () No ()
2. If Yes, state the name of the entity, date, amount of the filed or declared bankruptcy

D. County of Albany and any Affiliated Entity

1. Have you ever entered into an agreement with the County of Albany or any affiliated entity? Yes () No ()
2. If Yes, identify the agreement(s), its purpose, and its term.
3. Have you ever been sent a default notice concerning any such agreement(s)?
Yes () No () If Yes, please explain

WORK FORCE COMPOSITION

Name of Firm

Phone Number

Address

City

State

Zip Code

Name & Title of Authorized Executive

Full Time Employees	Total # of Employees	White	American Indian	Black	Hispanic	Other (*)
	Male / Female	M/F	M/F	M/F	M/F	M/F
Admin & Manager						
Professional						
Technical						
Sales Workers						
Office Workers						
Semiskilled Workers						
Unskilled Workers						
Apprentices						
Seasonal Temporary						
Part Time						
TOTAL						

***Use Additional Sheets To Identify The Ethnicity Of Employees Identified In This Category.**

Remarks: _____

CONSULTANT' CERTIFICATION

The above information is true and complete to the best of my knowledge and belief. I further understand and agree that if awarded the contract, this certification shall be attached thereto and become a part thereof.

Name & Title of Signer: _____

Signature: _____ Date: _____

Steve Iachetta

From: Bobbi Matthews
Sent: Tuesday, September 29, 2020 2:02 PM
To: Steve Iachetta; John LaClair; Philip Calderone; Christine Quinn
Cc: Kathryn Kane
Subject: Evaluation Summary / Contract # S-20-1064

Evaluation Score Summary for Contract # S-20-1064

Professional Engineering Services of Taxiway "A" Pavement Rehabilitation Design & Construction Administration

Highest Possible Score: 400

C & S Engineers:	344
CHA:	360
McFarland Johnson:	385
Passero:	359
Creighton Manning:	328

Therefore, McFarland Johnson has received the highest score and recommendation will be made to the ACAA Board for award.

*Bobbi Matthews
Purchasing Agent
Albany County Airport Authority
737 Albany Shaker Road
Albany, New York 12211
P: (518)242-2213
F: (518)242-2640*