



Airport Improvement Committee

Monday, September 11, 2023 1PM
40 McMaster Street, Ballston Spa, NY

Chair: Theodore Kusnierz

Members: Philip Barrett, Scott Ostrander (vc), Kevin Veitch,
Matthew Veitch

Agenda

- I. Welcome and Attendance
- II. Approval of the minutes of the June 6, 2023 meeting.
- III. Authorizing a contract with Murnane Building Contractors, Inc. for work associated with the demolition of Hangar 1 at the airport as part of the Airport Terminal project and amending the budget in relation thereto - Chad Cooke, Public Works
- IV. Authorizing a reimbursable agreement with the Federal Aviation Administration for relocation of the remote transmitter radio at the airport as part of the Airport Terminal project and amending the budget in relation thereto - Chad Cooke, Public Works
- V. Authorizing a professional services amended agreement with McFarland Johnson, Inc. for the construction, administration and inspection services associated with the Airport Terminal project at the Saratoga County Airport, and amending the 2023 County budget in relation thereto - Chad Cooke, Public Works
- VI. Authorizing an amendment to the 2023 Capital Plan to provide fire protection for the new fixed base operator terminal building at the Saratoga County Airport - Chad Cooke, Public Works
- VII. Other Business
- VIII. Adjournment



SARATOGA COUNTY

AGENDA ITEM REQUEST FORM

TO: Steve Bulger, County Administrator
Ridge Harris, Deputy County Administrator
Michelle Granger, County Attorney
Therese Connolly, Clerk of the Board
Stephanie Hodgson, Director of Budget

CC: John Warmt, Director of Purchasing
Jason Kemper, Director of Planning and Economic Development
Bridget Rider, Deputy Clerk of the Board
Matt Rose, Management Analyst
Audra Hedden, County Administrator's Office

DEPARTMENT: Department of Public Works

DATE: 9/7/23

COMMITTEE: Airport Improvement

1. Is a Resolution Required:

Yes, Contract Approval

2. Proposed Resolution Title:

Authorize a contract with Murnane Building Contractors, Inc. in the amount of \$1,104,999 for construction services associated with the demolition of Hangar 1 at the airport as part of the Airport Terminal project and amending the budget in relation thereto

3. Specific Details on what the resolution will authorize:

Authorize a contract with Murnane Building Contractors, Inc. in the amount of \$1,104,999 for construction services associated with the demolition of Hangar 1 at the airport as part of the Airport Terminal project and amending the budget in relation thereto

This column must be completed prior to submission of the request.

County Attorney's Office
Consulted Yes

4. Is a Budget Amendment needed: YES or NO
 If yes, budget lines and impact must be provided.
 Any budget amendments must have equal and offsetting entries.

County Administrator's Office
 Consulted Yes

Please see attachments for impacted budget lines.
 (Use ONLY when more than four lines are impacted.)

Revenue

Account Number	Account Name	Amount
H2023.50-5031	Transfer from General Fund	\$564,999
H2023.50-3590	State Aid	\$540,000

Expense

Account Number	Account Name	Amount
A.90.920.990-H2023	Transfer to Capital Plan	\$564,999
H2023.50.100-7094	Building Component Realty	\$1,104,999

Fund Balance (if applicable): (Increase = additional revenue, Decrease = additional expenses)

Decrease A-0599.B Appropriated Fund Balance-Budgetary Amount: \$564,999
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5. Identify Budget Impact (**Required**):

Other

- a. G/L line impacted **noted above**
- b. Budget year impacted **2023**
- c. Details

The budget will be amended to accept these funds, authorize the related expenses and decrease fund balance by \$564,999.

6. Are there Amendments to the Compensation Schedule?

YES or NO (If yes, provide details)

a. Is a new position being created? Y N

Effective date

Salary and grade

b. Is a new employee being hired? Y N

Effective date of employment

Salary and grade

Appointed position:

Term

c. Is this a reclassification? Y N

Is this position currently vacant? Y N

Is this position in the current year compensation plan? Y N

Human Resources Consulted

7. Does this item require the awarding of a contract: Y N

a. Type of Solicitation **BID**

b. Specification # (BID/RFP/RFQ/OTHER CONTRACT #)
#23-PWH1DEMO-8

c. If a sole source, appropriate documentation, including an updated letter, has been submitted and approved by Purchasing Department? Y N N/A

d. Vendor information (including contact name):

Murnane Building Contractors, Inc.
287 Ushers Road
Clifton Park, NY 12065

e. Is the vendor/contractor an LLC, PLLC, or partnership: **No**

f. State of vendor/contractor organization: **NY**

g. Commencement date of contract term: **Upon contract execution**

h. Termination of contract date: **upon project completion**

i. Contract renewal date and term: **N/A**

k. Is this a renewal agreement: Y N

l. Vendor/Contractor comment/remarks:

Purchasing Office Consulted
Yes

County Administrator's Office
Consulted **Yes**

8. Is a grant being accepted: YES or NO
- a. Source of grant funding:
State
 - b. Agency granting funds:
NYS DOT
 - c. Amount of grant:
\$540,000
 - d. Purpose grant will be used for:
Airport revitalization improvements
 - e. Equipment and/or services being purchased with the grant:
N/A
 - f. Time period grant covers:
through project completion
 - g. Amount of county matching funds:
\$564,999
 - h. Administrative fee to County:
N/A

9. Supporting Documentation:

- Marked-up previous resolution
- No Markup, per consultation with County Attorney
- Information summary memo
- Copy of proposal or estimate
- Copy of grant award notification and information
- Other Copy of bid and bid recommendation

10. Remarks:

September 6, 2023

Chad Cooke, PE, MPA
Commissioner of Public Works
Saratoga County Department of Public Works
3654 Galway Road
Ballston Spa, NY 12020

Re: Construction Award Recommendation
Saratoga County Airport – New FBO Terminal, Phase 1-Hangar 1 Demolition
Saratoga County Bid 23-PWH1DEMO-8; NYSDOT PIN 1902.19

Dear Mr. Cooke:

Bids for the above referenced project were received on September 6, 2023, with the low bid submitted by Murnane Building Contractors, Inc of 287 Usher Road, Clifton Park, NY 12065. This was the only bid submitted, bid results were as follows:

Bidder	Address	Bid Amount
Murnane Building Contractors, Inc	287 Usher Road, Clifton Park, NY 12065	\$1,104,999.00

The certified bid results are attached. The bid has been reviewed, was found to be complete, and was corrected for mathematical error. The Bid Amount was revised from \$1,105,000 to \$1,104,999, which was agreed upon by the Bidder. Based on the contractor's qualifications, and experience on similar projects, we are recommending award of the construction contracts to the lowest responsible bidders as follows:

Prime Contract
Murnane Building Contractors, Inc
287 Usher Road
Clifton Park, NY 12065
\$1,104,999.00

If you have any questions or require any additional information, please do not hesitate to contact this office.

Sincerely,
McFarland-Johnson, Inc.



Turner Bradford

Enclosures
cc: Kelli Walters, McFarland Johnson


Saratoga County Airport Hangar Demo Wednesday, September 6, 2023 MJ Project No. 18763.03				McFarland Johnson 90 East Avenue Saratoga Springs, NY 12866		Murnane Building Contractors Inc. 287 Ushers Road Clifton Park, NY 12065	
BID							

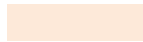
Item No.	Description	Unit of measure	Estimated Quantity	Engineer's Estimate		Contractor 1	
				Unit Price	Total Value	Unit Price	Total Value
M-100-1	Mobilization (10% Max)	LS	1	\$93,000.00	\$93,000.00	\$ 110,456.00	\$ 110,456.00
M-115-1	Engineer's Field Office	LS	1	\$25,000.00	\$25,000.00	\$ 12,312.00	\$ 12,312.00
M-120-1	Maintenance and Protection of Traffic	LS	1	\$50,000.00	\$50,000.00	\$ 44,400.00	\$ 44,400.00
N-202.01	Remove and Dispose of Building	LS	1	\$150,000.00	\$150,000.00	\$ 106,820.00	\$ 106,820.00
N-203.02	Unclassified Excavation and Disposal	CY	410	\$25.00	\$10,250.00	\$ 69.60	\$ 28,536.00
N-207.21	Geotextile Separation	SY	310	\$2.00	\$620.00	\$ 3.00	\$ 930.00
N-209.1003	Seed and Mulch-Temporary	SY	200	\$5.00	\$1,000.00	\$ 18.06	\$ 3,612.00
N-209.22	Stabilized Construction Entrance	SY	100	\$50.00	\$5,000.00	\$ 24.00	\$ 2,400.00
N-209.2301	Sediment Filter Log, 12"	LF	600	\$10.00	\$6,000.00	\$ 22.92	\$ 13,752.00
N-304.12	Subbase Course, Type 2	CY	90	\$90.00	\$8,100.00	\$ 120.00	\$ 10,800.00
N-404.097301	9.5 F3 Top Course Asphalt, 70 Series Compaction	Ton	70	\$150.00	\$10,500.00	\$ 428.57	\$ 29,999.90
N-407.0103	Straight Tack Coat	Gal	20	\$2.00	\$40.00	\$ 150.00	\$ 3,000.00
N-607.0513	8-foot Vinyl Coated Steel Chain-Link Fence	LF	310	\$50.00	\$15,500.00	\$ 80.65	\$ 25,001.50
N-607.1672	24-Foot Double Swing Gate	EA	1	\$10,000.00	\$10,000.00	\$ 6,000.00	\$ 6,000.00
N-607.95000008	Remove and Store Existing Fence	LF	580	\$20.00	\$11,600.00	\$ 15.52	\$ 9,001.60
N-619.0701	Temporary Business Signs	SF	10	\$50.00	\$500.00	\$ 100.00	\$ 1,000.00
N-663.0106	Ductile Iron Cement Lined Water Pipe	LF	460	\$150.00	\$69,000.00	\$ 144.00	\$ 66,240.00
N-663.07	Polyethylene Water Service Pipe	LF	40	\$50.00	\$2,000.00	\$ 258.00	\$ 10,320.00
N-663.13	Hydrant	EA	1	\$5,000.00	\$5,000.00	\$ 9,240.00	\$ 9,240.00
N-663.16	Tapping Sleeve, Valve, & Value Box Assembly	EA	1	\$20,000.00	\$20,000.00	\$ 18,000.00	\$ 18,000.00
N-663.41	Remove and Dispose of Existing Water Main	LF	440	\$25.00	\$11,000.00	\$ 34.80	\$ 15,312.00
N-663.44	Remove and Dispose of Existing Water Service Connection	EA	1	\$2,000.00	\$2,000.00	\$ 3,360.00	\$ 3,360.00
N-670.03020008	Remove Existing Street Lighting Pole	EA	3	\$500.00	\$1,500.00	\$ 360.00	\$ 1,080.00
N-697.03	Field Change Payment (FCP)	ALL	1	\$30,000.00	\$30,000.00	\$ 30,000.00	\$ 30,000.00
L-100-1	Utility Allowance	ALL	1	\$25,000.00	\$25,000.00	\$ 25,000.00	\$ 25,000.00
L-108-101	No. 1 AWG Cable Installed in Trench, Conduit, or Ductbank	LF	900	\$5.00	\$4,500.00	\$ 6.00	\$ 5,400.00
L-108-106	No.10 AWG Cable Installed in Trench, Conduit, or Ductbank	LF	200	\$2.00	\$400.00	\$ 1.50	\$ 300.00
L-108-110	No. 1/0 AWG Cable Installed in Trench, Conduit, or Ductbank	LF	1,900	\$10.00	\$19,000.00	\$ 7.80	\$ 14,820.00
L-108-204	No. 6 AWG, Solid, Bare Counterpoise Wire	LF	1,600	\$5.00	\$8,000.00	\$ 5.45	\$ 8,720.00
L-108-214	No. 4/0 AWG, Solid, Bare Counterpoise Wire	LF	110	\$20.00	\$2,200.00	\$ 30.00	\$ 3,300.00
L-108-400	LMR-400-DB Flexible Low Loss Cable	LF	500	\$5.00	\$2,500.00	\$ 7.50	\$ 3,750.00
L-108-600	LMR-600 Flexible Low Loss Communication Coax	LF	50	\$10.00	\$500.00	\$ 10.80	\$ 540.00
L-109-1	FAA Equipment Shelter - Building and Foundation	LS	1	\$10,000.00	\$10,000.00	\$ 22,480.00	\$ 22,480.00
L-109-2	45' FAA Antenna Tower	LS	1	\$100,000.00	\$100,000.00	\$ 105,374.00	\$ 105,374.00
L-109-3	Electrical Vault Equipment Modifications	LS	1	\$2,500.00	\$2,500.00	\$ 3,800.00	\$ 3,800.00
L-110-104	Non-Encased Electrical Conduit, 2" Sch 40 PVC	LF	680	\$30.00	\$20,400.00	\$ 52.80	\$ 35,904.00

Saratoga County Airport Hangar Demo Wednesday, September 6, 2023 MJ Project No. 18763.03				McFarland Johnson 90 East Avenue Saratoga Springs, NY 12866		Murnane Building Contractors Inc. 287 Ushers Road Clifton Park, NY 12065	
BID							

Item No.	Description	Unit of measure	Estimated Quantity	Engineer's Estimate		Contractor 1	
				Unit Price	Total Value	Unit Price	Total Value
L-110-502	Encased Electrical Duct Bank, 2-Way 4" Sch 40 PVC	LF	320	\$250.00	\$80,000.00	\$ 224.45	\$ 71,824.00
L-110-504	Encased Electrical Duct Bank, 4-Way (2-2", 2-4") Sch 40 PVC	LF	630	\$250.00	\$157,500.00	\$ 281.80	\$ 177,534.00
L-115-104	Electrical Manhole, 4'x4' Precast Concrete	EA	4	\$5,000.00	\$20,000.00	\$ 7,680.00	\$ 30,720.00
L-115-204	Aircraft Rated Electrical Manhole, 4'x4' Precast Concrete	EA	1	\$5,000.00	\$5,000.00	\$ 7,680.00	\$ 7,680.00
L-115-41	Electrical Pullbox, 18" Diameter, Cast Iron Frame and Cover	EA	5	\$3,000.00	\$15,000.00	\$ 4,800.00	\$ 24,000.00
L-115-6	Remove Existing Junction Can	EA	1	\$3,000.00	\$3,000.00	\$ 2,280.00	\$ 2,280.00
				TOTAL Estimate	\$1,013,110.00	TOTAL Bid	\$ 1,104,999.00



 The calculated bid price (quantity x unit price) is different than the total amount shown.

 The Contractor did not provide written amounts for their unit prices

This is to certify that this document represents the bids received on **September 6, 2023** and that we have reviewed the bid tabs.

FORM OF BID

SPECIFICATION COUNTY BID #23-PWH1DEMO-8

NEW FIXED BASE OPERATOR (FBO) TERMINAL PHASE 1 – HANGAR 1 DEMOLITION

Date: 9/6/2023

Bid of Murnane Building Contractors, Inc (hereinafter called "Bidder")
organized and existing under the laws of the State of New York
doing business as Murnane Building Contractors, Inc.
To the County of Saratoga, Ballston Spa, New York (hereinafter called "Owner").

Gentlemen:

The Bidder, in compliance with your invitation for bids for **NEW FIXED BASE OPERATOR (FBO) TERMINAL PHASE 1 – HANGAR 1 DEMOLITION**, and having examined specifications with related documents and the site of the proposed project, hereby proposes to furnish all labor, materials, and supplies, and to complete the project in a timely manner in accordance with the Contract Documents; and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the Contract Documents, of which this bid is a part.

Bidder agrees to perform all work described in these specifications as a lump sum as stated in the following. The bidder agrees to furnish all labor, equipment, and material necessary for **NEW FIXED BASE OPERATOR (FBO) TERMINAL PHASE 1 – HANGAR 1 DEMOLITION** based on these specifications **BID #23-PWH1DEMO-8** and a review of the site.

FORM OF BID

NEW FIXED BASE OPERATOR (FBO) TERMINAL PHASE 1 - HANGAR 1 DEMOLITION

BIDDER'S NAME: Murnane Building Contractors, Inc.

Addenda Acknowledgement:

<u>Addendum No.</u>	<u>Date Received</u>
<u>1</u>	<u>8/21/23</u>
<u>2</u>	<u>8/30/23</u>
_____	_____

TOTAL BID AMOUNT\$ 1,105,000

TOTAL WRITTEN BID AMOUNT: one million one hundred and five thousand dollars

The bidder understands that the Owner reserves the right to reject any or all bids and to waive any informalities.

The bidder agrees that his bid shall be valid and may not be withdrawn for a period of 45 days after scheduled closing time for receiving bids.

The bid security attached in the sum of \$ 5% of Bid (in figures) 55,250
Fifty five thousand two hundred fifty dollars (in words)

is to become the property of the Owner in the event that contract and bond are not executed within the time set forth, as liquidated damages for the delay and additional expense to the County caused thereby.

Respectfully submitted:

SIGNATURE [Signature]

NAME & TITLE Michael J. Murnane, President

(Seal if bid is by a corporation)

COMPANY Murnane Building Contractors, Inc.

ADDRESS 287 Ushers Road

Clifton Park, NY 12065

FEIN 14-1684256

TELEPHONE 518-978-3300

DATE 9/6/2023

FAX N/A

EMAIL ADDRESS mmurnane@murnanebuilding.com

FORM OF BID

NEW FIXED BASE OPERATOR (FBO) TERMINAL PHASE 1 – HANGAR 1 DEMOLITION

BIDDER'S NAME: Murnane Building Contractors, Inc.

BID SUMMARY SHEET

ITEM NO.	ESTIMATED QUANTITY	ITEM DESCRIPTION WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT PRICE		AMOUNT	
			Dollars	Cents	Dollars	Cents
M-100-1	$\frac{1}{LS}$	<u>Mobilization (10% Max)</u> for the unit price per Lump Sum of: _____ _____ dollars and _____ cents.	110,000.00 110,456.00		110,000.00 110,456.00	
M-115-1	$\frac{1}{LS}$	<u>Engineer's Field Office</u> for the unit price per Lump Sum of: _____ _____ dollars and _____ cents.	12,312.00		12,312.00	
M-120-1	$\frac{1}{LS}$	<u>Maintenance and Protection of Traffic</u> for the unit price per Lump Sum of: _____ _____ dollars and _____ cents.	44,400.00		44,400.00	
N-202.01	$\frac{1}{LS}$	<u>Remove and Dispose of Building</u> for the unit price per Lump Sum of: _____ _____ dollars and _____ cents.	106,820.00		106,820.00	
N-203.02	$\frac{410}{CY}$	<u>Unclassified Excavation and Disposal</u> for the unit price per Cubic Yard of: _____ _____ dollars And _____ cents	\$ 69.60 28,536.00		28,536.00	

ITEM NO.	ESTIMATED QUANTITY	ITEM DESCRIPTION WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT PRICE		AMOUNT	
			Dollars	Cents	Dollars	Cents
N-207.21	310 SY	<u>Geotextile Separation</u> for the unit price per Square Yard of: _____ dollars And _____ cents	3,00		930,00	
N-209.1003	200 SY	<u>Seed and Mulch - Temporary</u> for the unit price per Square Yard of: _____ dollars And _____ cents	18,06		3,613,00	
N-209.22	100 SY	<u>Stabilized Construction Entrance</u> for the unit price per Square Yard of: _____ dollars And _____ cents	24,00		2,400,00	
N-209.2301	600 LF	<u>Sediment Filter Log, 12"</u> for the unit price per Linear Foot of: _____ dollars And _____ cents	22,00 22,92		13,752,00	
N-304.12	90 CY	<u>Subbase Course, Type 2</u> for the unit price per Cubic Yard of: _____ dollars And _____ cents	120,00		10,800,00	
N-404.097301	70 TON	<u>9.5 F3 Top Course Asphalt, 70 Series Compaction</u> for the unit price per Ton of: _____ dollars And _____ cents	428,00 428,57		30,000,00	

ITEM NO.	ESTIMATED QUANTITY	ITEM DESCRIPTION WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT PRICE		AMOUNT	
			Dollars	Cents	Dollars	Cents
N-407.0103	<u>20</u> GAL	<u>Straight Tack Coat</u> for the unit price per Gallon of: _____ dollars And _____ cents	150	00	3,000	00
N-607.0513	<u>310</u> LF	<u>8-foot Vinyl Coated Steel Chain-Link Fence</u> for the unit price per Linear Foot of: _____ dollars And _____ cents	100	15	25,000	00
N-607.1672	<u>1</u> EA	<u>24-foot Double Swing Gate</u> for the unit price per Each of: _____ dollars And _____ cents	6,000	00	6,000	00
N-607.9500008	<u>580</u> LF	<u>Remove and Store Existing Fence</u> for the unit price per Linear Foot of: _____ dollars And _____ cents	15	52	9,000	00
N-619.0701	<u>10</u> SF	<u>Temporary Business Signs</u> for the unit price per Square Foot of: _____ dollars And _____ cents	100	00	1,000	00
N-663.0106	<u>460</u> LF	<u>Ductile Iron Cement Lined Water Pipe</u> for the unit price per Linear Foot of: _____ dollars And _____ cents	144	00	66,240	00

ITEM NO.	ESTIMATED QUANTITY	ITEM DESCRIPTION WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT PRICE		AMOUNT	
			Dollars	Cents	Dollars	Cents
N-663.07	40 LF	<u>Polyethylene Water Service Pipe</u> for the unit price per Linear Foot of: _____ _____ dollars And _____ cents	258	00	10,320	00
N-663.13	1 EA	<u>Hydrant</u> for the unit price per Each of: _____ _____ dollars And _____ cents	9,240	00	9,240	00
N-663.16	1 EA	<u>Tapping Sleeve, Valve & Valve Box Assembly</u> for the unit price per Each of: _____ _____ dollars And _____ cents	18,000	00	18,000	00
N-663.41	440 LF	<u>Remove and Dispose of Existing Water Main</u> for the unit price per Linear Foot of: _____ _____ dollars And _____ cents	34 34	80 80	15,120 15,312	00
N-663.44	1 EA	<u>Remove and Dispose of Existing Water Service Connection</u> for the unit price per Each of: _____ _____ dollars And _____ cents	3,360 3,360	00 00	3,360 3,360	00 00
N-670.03020008	3 EA	<u>Remove Existing Street Lighting Pole</u> for the unit price per Each of: _____ _____ dollars And _____ cents	360	00	1,080	00

ITEM NO.	ESTIMATED QUANTITY	ITEM DESCRIPTION WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT PRICE		AMOUNT	
			Dollars	Cents	Dollars	Cents
N-697.03	$\frac{1}{\text{ALL}}$	<u>Field Change Payment (FCP):</u> <u>Thirty Thousand</u> _____ dollars And <u>No</u> _____ cents	\$30,000	.00	\$30,000	.00
L-100-1	$\frac{1}{\text{ALL}}$	<u>Utility Allowance:</u> <u>Twenty-Five Thousand</u> _____ dollars And <u>No</u> _____ cents	\$25,000	.00	\$25,000	.00
L-108-101	$\frac{900}{\text{LF}}$	<u>No. 1 AWG Cable Installed in Trench, Conduit, or Duct Bank for the unit price per Linear Foot of:</u> _____ _____ dollars And _____ cents	6.00		5,400.00	
L-108-106	$\frac{200}{\text{LF}}$	<u>No. 10 AWG Cable Installed in Trench, Conduit, or Duct Bank for the unit price per Linear Foot of:</u> _____ _____ dollars And _____ cents	1.50		300.00	
L-108-110	$\frac{1,900}{\text{LF}}$	<u>No. 1/0 AWG Cable Installed in Trench, Conduit, or Duct Bank for the unit price per Linear Foot of:</u> _____ _____ dollars And _____ cents	7.80		14,820.00	
L-108-204	$\frac{1,600}{\text{LF}}$	<u>No. 6 AWG, Solid, Bare Copper Counterpoise Wire for the unit price per Linear Foot of:</u> _____ _____ dollars And _____ cents	5.45		8,720.00	

ITEM NO.	ESTIMATED QUANTITY	ITEM DESCRIPTION WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT PRICE		AMOUNT	
			Dollars	Cents	Dollars	Cents
L-108-214	$\frac{110}{LF}$	No. 4/0 AWG, Solid, Bare Copper Counterpoise Wire for the unit price per Linear Foot of: _____ dollars And _____ cents	30.00		3,300.00	
L-108-400	$\frac{500}{LF}$	<u>LMR-400-DB Flexible Low Loss Cable</u> for the unit price per Linear Foot of: _____ dollars And _____ cents	7.50		3,750.00	
L-108-600	$\frac{50}{LF}$	<u>LMR-600 Flexible Low Loss Communication Coax</u> for the unit price per Linear Foot of: _____ dollars And _____ cents	10.80		540.00	
L-109-1	$\frac{1}{LS}$	<u>FAA Equipment Shelter – Building and Foundation</u> for the unit price per Lump Sum of: _____ dollars and _____ cents.	22,480.00		22,480.00	
L-109-2	$\frac{1}{LS}$	<u>45' FAA Antenna Tower</u> for the unit price per Lump Sum of: _____ dollars and _____ cents.	105,374.00		105,374.00	

ITEM NO.	ESTIMATED QUANTITY	ITEM DESCRIPTION WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT PRICE		AMOUNT	
			Dollars	Cents	Dollars	Cents
L-109-3	$\frac{1}{LS}$	<u>Electrical Vault Equipment Modifications</u> for the unit price per Lump Sum of: _____ _____ dollars and _____ cents.	3,800.	00	3,800.	00
L-110-104	$\frac{680}{LF}$	<u>Non-Encased Electrical Conduit, 2" Sch 40 PVC</u> for the unit price per Linear Foot of: _____ _____ dollars And _____ cents	52.	80	35,904.	00
L-110-502	$\frac{320}{LF}$	<u>Encased Electrical Duct Bank, 2-Way 4" Sch 40 PVC</u> for the unit price per Linear Foot of: _____ _____ dollars And _____ cents	224.	45	71,824.	00
L-110-504	$\frac{630}{LF}$	<u>Encased Electrical Duct Bank, 4-Way (2-2", 2-4") Sch 40 PVC</u> for the unit price per Linear Foot of: _____ _____ dollars And _____ cents	281.	80	177,537. 177,537.	00
L-115-104	$\frac{4}{EA}$	<u>Electrical Manhole, 4'x4' Precast Concrete</u> for the unit price per Each of: _____ _____ dollars And _____ cents	7,680.	00	30,720.	00
L-115-204	$\frac{1}{EA}$	<u>Aircraft Rated Electrical Manhole, 4'x4' Precast Concrete</u> for the unit price per Each of: _____ _____ dollars And _____ cents	7,680.	00	7,680.	00

ITEM NO.	ESTIMATED QUANTITY	ITEM DESCRIPTION WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT PRICE		AMOUNT	
			Dollars	Cents	Dollars	Cents
L-115-41	$\frac{5}{EA}$	<u>Electrical Pullbox, 18" Diameter, Cast Iron Frame and Cover</u> for the unit price per Each of: _____ _____ dollars And _____ cents	4,800	00	24,000	00
L-115-6	$\frac{1}{EA}$	<u>Remove Existing Junction Can</u> for the unit price per Each of: _____ _____ dollars And _____ cents	2,280	00	2,280	00

	AMOUNT WRITTEN IN WORDS	AMOUNT IN NUMBERS
TOTAL BID AMOUNT	\$ One million one hundred forty thousand	#1,105,000

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BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, _____
Murnane Building Contractors, Inc. as Principal,
Travelers Casualty and Surety Company of America and as Surety, are hereby held
and firmly bound unto the County of Saratoga as owner in the penal sum of Five Percent of the Amount Bid (5%) for
the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors,
administrators, successors and assigns. Signed, this 29th day of August 20 23.
The condition of the above is such that whereas the Principal has submitted to the County of Saratoga
a Certain Bid, attached hereto and hereby made a part hereof to enter in a contract in writing, to

NEW FIXED BASE OPERATOR (FBO) TERMINAL PHASE 1 – HANGAR 1 DEMOLITION

NOW, THEREFORE,

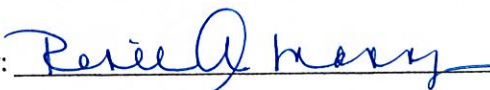
- (a) If said Bid shall be rejected, or in the alternate,
- (b) If said Bid shall be accepted and the Principal shall execute and deliver a contract in the form of contract attached hereto (properly completed in accordance with said Bid) and shall furnish a bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created of said Bid, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulated agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by an extension of the time within which the Owner may accept said Bid; and said Surety does hereby waive notice of any such extensions.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set for above.

Murnane Building Contractors, Inc. (L. S) Travelers Casualty and Surety Company of America
Principal Surety

By: 

By: 
Renee A. Manny, Attorney-in-Fact

IMPORTANT - Surety companies executing bonds must be authorized to transact business in the State of New York.

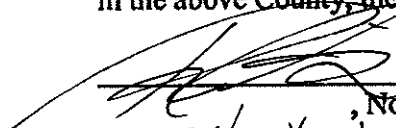
Acknowledgment by Corporation

STATE OF

COUNTY OF

On this 6th day of September, 2023, before me personally appeared Michael S. Murnane, to me known, who being by me duly sworn, did acknowledge and say that (s)he is the President of Murnane Building Contractors, Inc., the corporation that executed the foregoing instrument, and acknowledged to me that such corporation executed the same.

In witness whereof, I have hereunto set my hand and affixed my official seal, at my office in the above County, the day and year written above.



Notary Public

State of New York
County of Saratoga
My Commission Expires:

RACHEL CAISSE
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01CA6446764
Qualified in Saratoga County
Commission Expires January 23, 2027

Acknowledgment by Surety

STATE OF New York

COUNTY OF Albany

On this 29th day of August, 2023, before me personally appeared Renee A. Manny, to me known, who being by me duly sworn, did acknowledge and say that she is the Attorney-in-Fact of Travelers Casualty and Surety Company of America, the corporation that executed the foregoing instrument, and acknowledged to me that such corporation executed the same.

In witness whereof, I have hereunto set my hand and affixed my official seal, at my office in the above County, the day and year written above.



Notary Public

State of New York
County of Saratoga
My Commission Expires:

RACHEL CAISSE
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01CA6446764
Qualified in Saratoga County
Commission Expires January 23, 2027

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

HARTFORD, CONNECTICUT 06183

FINANCIAL STATEMENT AS OF DECEMBER 31, 2022

AS FILED IN THE STATE OF NEW YORK

CAPITAL STOCK \$ 6,480,000

ASSETS		LIABILITIES & SURPLUS	
BONDS	\$ 4,788,996,790	LOSSES	\$ 1,385,257,132
STOCKS	102,639,111	LOSS ADJUSTMENT EXPENSES	133,864,803
CASH AND INVESTED CASH	20,110,068	COMMISSIONS	55,456,724
OTHER INVESTED ASSETS	5,661,540	OTHER EXPENSES	49,033,047
SECURITIES LENDING REINVESTED COLLATERAL ASSETS	25,805,872	TAXES, LICENSES AND FEES	16,807,425
INVESTMENT INCOME DUE AND ACCRUED	42,265,766	REINSURANCE PAYABLE ON PAID LOSSES AND LOSS ADJ EXPENSE:	(1,739,793)
PREMIUM BALANCES	308,425,453	UNEARNED PREMIUMS	1,394,161,189
REINSURANCE RECOVERABLE	57,954,515	ADVANCE PREMIUM	3,660,400
NET DEFERRED TAX ASSET	68,131,600	POLICYHOLDER DIVIDENDS	18,122,229
CURRENT FEDERAL AND FOREIGN INCOME TAXES RECOVERABLE	3,250,318	CEDED REINSURANCE NET PREMIUMS PAYABLE	73,928,911
GUARANTY FUNDS RECEIVABLE OR ON DEPOSIT	1,059,482	AMOUNTS WITHHELD / RETAINED BY COMPANY FOR OTHERS	23,688,276
RECEIVABLE FROM PARENTS, SUBSIDIARIES AND AFFILIATES	14,868,600	REMITTANCES AND ITEMS NOT ALLOCATED	5,082,055
OTHER ASSETS	963,374	PROVISION FOR REINSURANCE	6,464,384
		PAYABLE FOR SECURITIES LENDING	25,805,872
		RETROACTIVE REINSURANCE RESERVE ASSUMED	785,441
		OTHER ACCRUED EXPENSES AND LIABILITIES	188,614
		TOTAL LIABILITIES	\$ 3,190,685,707
		CAPITAL STOCK	\$ 6,480,000
		PAID IN SURPLUS	433,803,760
		OTHER SURPLUS	1,809,161,022
		TOTAL SURPLUS TO POLICYHOLDERS	\$ 2,249,444,782
TOTAL ASSETS	\$ 5,440,130,489	TOTAL LIABILITIES & SURPLUS	\$ 5,440,130,489

STATE OF CONNECTICUT)
 COUNTY OF HARTFORD) SS.
 CITY OF HARTFORD)

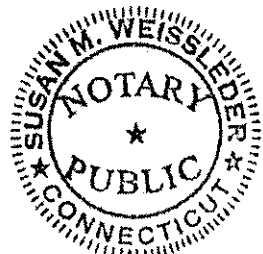
MICHAEL J. DOODY, BEING DULY SWORN, SAYS THAT HE IS VICE PRESIDENT - FINANCE, OF TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, AND THAT TO THE BEST OF HIS KNOWLEDGE AND BELIEF, THE FOREGOING IS A TRUE AND CORRECT STATEMENT OF THE FINANCIAL CONDITION OF SAID COMPANY AS OF THE 31ST DAY OF DECEMBER, 2022.

Michael J. Doody
 VICE PRESIDENT - FINANCE

Susan M. Weissleder
 NOTARY PUBLIC

SUSAN M. WEISSLEDER
 Notary Public
 My Commission Expires November 30, 2027

SUBSCRIBED AND SWORN TO BEFORE ME THIS
 17TH DAY OF MARCH, 2023





**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Kevin Garrity, Christopher Terzian, Stephen J. Donnelly, Renee A. Manny, Lori Francett, Audrey J. Danielsen, John F. Murray Jr., Jennifer S. Vanat, Casey W LaChapelle, and Maddalena Bucciero of Albany, New York** their true and lawful Attorney (s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in the, r business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April, 2021.**

State of Connecticut
City of Hartford ss.



By: *Robert L. Raney*
Robert L. Raney, Senior Vice President

On this the **21st** day of **April, 2021,** before me personally appeared **Robert L. Raney,** who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.
My Commission expires the **30th** day of **June, 2026**



Anna P. Nowik
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes,** the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 29th day of August, 2023



Kevin E. Hughes
Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.**

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CERTIFICATION OF COMPLIANCE WITH IRAN DIVESTMENT ACT

Pursuant to General Municipal Law §103-g, which generally prohibits the County of Saratoga from entering into contracts with persons engaged in investment activities in the energy sector of Iran, the bidder/proposer submits the following certification:

[Please Check One]

BIDDER'S CERTIFICATION


- By submission of this bid or proposal, each bidder/proposer and each person signing on behalf of any bidder/proposer certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief, that each bidder/proposer is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the State Finance Law.

- I am unable to certify that my name and the name of the bidder/proposer does not appear on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the State Finance Law. I have attached a signed statement setting forth in detail why I cannot so certify.

Dated: SEPTEMBER 5, 2023.

STATE OF New York)
) ss.:
 COUNTY OF Saratoga

The undersigned, being duly sworn, says (a) I am duly authorized to execute this Certification and (b) I hereby certify, under penalty of perjury, that the forgoing Certification is in all respects true and accurate.




 Signature
Michael J. Murnane

 Printed Name
President

 Title

Subscribed and sworn to before me this 5th
 day of September, 2023.



 Notary Public

RACHEL CAISSE
 NOTARY PUBLIC, STATE OF NEW YORK
 Registration No. 01CA6446764
 Qualified In Saratoga County
 Commission Expires January 23, 2027

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**CERTIFICATION OF COMPLIANCE FOR THE
PREVENTION OF SEXUAL HARASSMENT**

Pursuant to State Finance Law §139-1 of the State of New York, effective January 1, 2019, where competitive bidding is required for certain public contracts, every bid must contain the following statement affirming that the bidder has implemented a written policy addressing sexual harassment prevention and that the bidder provides annual sexual harassment prevention training, which statement must be signed by the bidder and affirmed by such bidder under the penalty of perjury:

[Please Check One]

BIDDER'S CERTIFICATION

- By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that the bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of section two hundred one-g of the labor law.
- I am unable to certify that I, or my employer, have implemented a written policy addressing sexual harassment prevention in the workplace. The reason(s) why neither I nor my employer can make such certification is/are: _____

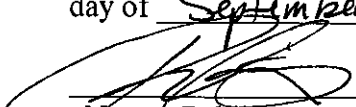
Dated: SEPTEMBER 5, 2023.

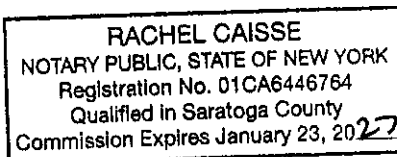
STATE OF New York)
COUNTY OF Saratoga) ss:

The undersigned, being duly sworn, says: (a) I am duly authorized to execute this Certification and (b) I hereby certify, under penalty of perjury, that the forgoing Certification is in all respects true and accurate.


Signature
Michael J. Murnane
Printed Name
President
Title

Subscribed and sworn to before me this 5th
day of September, 2023.


Notary Public



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NYSDOT MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISE AND SERVICE-DISABLED VETERAN OWNED BUSINESS (M/WBE/ SDVOB) UTILIZATION CERTIFICATION

The MWBE Goal for this project is 8% MBE, 15% WBE, and 6% SVDOB of each prime contract amount. The undersigned Bidder/Offeror has made a good faith effort to make subcontracting and supplier opportunities available to all firms including, but not limited to, M/WBE's and small businesses as defined in of Article 15A of the New York State Executive Law, and the regulations promulgated thereunder found in 5 NYCRR 140-145. As a result of these efforts: Will make attempts to meet - To Be determined

- The Bidder/Offeror is committed to a minimum of 0 % MBE utilization on this Contract.
- The Bidder/Offeror is committed to a minimum of 21 % WBE utilization on this Contract.
- The Bidder/Offeror is committed to a minimum of 0 % SVDOB utilization on this Contract.

Name of Bidder/Offeror's firm: Murnane Building Contractors, Inc.

NYSDOT PIN.: 1902.19

By:  President
Signature Title

M/WBE/SVDOB Subcontractor / Supplier

Name of Firm: Lacorte Companies Inc.

MBE WBE SVBOD (Check One or Both)

Proposed Work: Electrical Subcontractor
(Be brief, i.e. electrical or excavation)

Dollar Amount of Work: \$162,812

Letter of Intent attached Firm is a Supplier.

M/WBE/SVDOB Subcontractor / Supplier

Name of Firm: Zehr's Flowers + Landscaping

MBE WBE SVBOD (Check One or Both)

Proposed Work: Landscaping Subcontractor
(Be brief, i.e. electrical or excavation)

Dollar Amount of Work: \$11,184

NYSDOT MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISE AND SERVICE-DISABLED VETERAN OWNED BUSINESS (M/WBE/ SDVOB) UTILIZATION CERTIFICATION

Letter of Intent attached Firm is a Supplier.

M/WBE/SVDOB Subcontractor / Supplier

Name of Firm: Three D Rigging + Construction

MBE WBE SVBOD (Check One or Both)

Proposed Work: FAA Tower Supplier + subcontractor
(Be brief, i.e. electrical or excavation)

Dollar Amount of Work: \$56,300

Letter of Intent attached Firm is a Supplier.

M/WBE/SVDOB Subcontractor / Supplier

Name of Firm: _____

MBE WBE SVBOD (Check One or Both)

Proposed Work: _____
(Be brief, i.e. electrical or excavation)

Dollar Amount of Work: _____

Letter of Intent attached Firm is a Supplier.

M/WBE/SVDOB Subcontractor / Supplier

Name of Firm: _____

MBE WBE SVBOD (Check One or Both)

Proposed Work: _____
(Be brief, i.e. electrical or excavation)

Dollar Amount of Work: _____

Letter of Intent attached Firm is a Supplier.

(Attach additional sheets as needed for additional firms)

TRADE RESTRICTION CERTIFICATION

The contractor or subcontractor, by submission of an offer and/or execution of a contract, certifies that it:

- a. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
- b. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
- c. has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a contractor or subcontractor who is unable to certify to the above. If the contractor knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract at no cost to the Government.

Further, the contractor agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.

The contractor shall provide immediate written notice to the sponsor if the contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The subcontractor agrees to provide written notice to the contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract or subcontract for default at no cost to the Government.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

9/5/23
Date


Signature

Marnane Building Contractors, Inc.
Company Name

President
Title

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NYSDOT BUY AMERICAN COMPLIANCE CERTIFICATION

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 23 CFR 635.410 by selecting one on the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (not both) by inserting a checkmark (✓) or the letter "X".

- Bidder or offeror hereby certifies that it will comply with 23 CFR 635.410 by:
 - a) Only installing steel and manufactured products produced in the United States, or;
 - b) To qualify as domestic, all manufacturing processes (including the fabrication of any product containing steel and/or iron) must have been performed in the United States. To further define the coverage, a domestic product is a manufactured steel and/or iron construction material that was produced in one of the 50 States, the District of Columbia, Puerto Rico, or in the territories and possessions of the United States. Raw material used in the steel and/or iron may be imported. All manufacturing processes to produce steel and/or iron products must occur domestically.

By selecting this certification statement, the bidder or offeror agrees:

- 1. To provide to the Owner evidence that documents the source, origin, and manufacturing location of the steel and manufactured product.
- 2. To faithfully comply with providing US domestic product
- 3. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the NYSDOT determines justified.

- The bidder or offeror hereby certifies it chooses not to comply with the Buy American Preferences of 23 CFR 635.410 but instead chooses to submit a bid based upon foreign source materials showing the total project bid using foreign source materials is 25% less than the total bid using domestic materials. By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:

- 1. To submit two bids contained within the same envelope: One Bid based upon all domestic steel and iron; and a Second Bid based upon foreign sourced steel and iron.
- 2. The Bidder Agree to legibly print on the Foreign Sourced Bid the following in ink on the proposal cover and at the bottom of the proposal sheet which contains the phrase "Total gross sum written in words": TOTAL BID BASED UPON USING FOREIGN STEEL AND/OR IRON.
- 3. When bids are submitted based upon domestic and foreign steel and/or iron, both bids are to be submitted in the same envelope.

False Statements: 23 CFR 635.410, this certification concerns a matter within the jurisdiction of the NYSDOT and FHA and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

 Date 9/5/23 Signature *Michael M...*

 Company Name Murnane Building Contractors, Inc. Title President

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DEBARMENT AND SUSPENSION (BIDDER OR OFFEROR) CERTIFICATION

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that at the time the bidder or offeror submits its proposal that neither it nor its principals are presently debarred or suspended by any New York State department or agency from participation in this transaction.


CERTIFICATION REGARDING DEBARMENT AND SUSPENSION (SUCCESSFUL BIDDER REGARDING LOWER TIER PARTICIPANTS)

The successful bidder, by administering each lower tier subcontract that exceeds \$25,000 as a “covered transaction”, must verify each lower tier participant of a “covered transaction” under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder will accomplish this by:

1. Checking the NYS Department of Labor Debarment Database at website:
<https://labor.ny.gov/workerprotection/publicwork/PWDebarmentInformation.shtm>
2. Collecting a certification statement similar to the Certificate Regarding Debarment and Suspension (Bidder or Offeror), above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract

If the NYSDOT later determines that a lower tier participant failed to tell a higher tier that it was excluded or disqualified at the time it entered the covered transaction, the NYSDOT may pursue any available remedy, including suspension and debarment.

Michael J. Murnane, President
Name and Title (Please Print or Type)


Signature

9/5/23
Date

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EQUAL EMPLOYMENT OPPORTUNITY REPORT STATEMENT CERTIFICATION
as required by 41 CFR 60-1.7(b)

The Bidder (Proposer) shall complete the following statement by checking the appropriate boxes. Failure to complete these blanks may be grounds for rejection of the bid Proposal.

1. The Bidder (Proposer) has has not developed and has on file at each establishment Affirmative Action Programs pursuant to 41 CFR 60-1.4 and 41 CFR 60-2.
2. The Bidder (Proposer) has has not participated in any previous Contract or Subcontract subject to the Equal Opportunity Clause prescribed by Executive Order 11246, as amended.
3. The Bidder (Proposer) has has not filed with the Joint Reporting Committee the Annual Compliance Report on Standard Form 100 (EEO-1 Report).
4. The Bidder (Proposer) does does not employ fifty (50) or more employees.

Murnane Building Contractors, Inc.
(Name of Bidder)

By: 
Signature *

Title: President

Date: 9/5/23

*Must be same signature on bid Proposal.

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NON-SEGREGATED FACILITIES CERTIFICATION

41 CFR PART 60-1.8

Notice to Prospective Federally Assisted Construction Contractors

1. A Certification of Non-segregated Facilities shall be submitted prior to the award of a federally assisted construction contract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity Clause.
2. Contractors receiving federally-assisted construction contract awards exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause will be required to provide for the forwarding of the following notice to prospective subcontractors for supplies and construction contracts where the subcontracts exceed \$10,000 and are not exempt from the provisions of the Equal Opportunity Clause.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

Notice to Prospective Subcontractors of Requirements for Certification of Non-Segregated Facilities

1. A Certification of Non-segregated Facilities shall be submitted prior to the award of a subcontract exceeding \$10,000, which is not exempt from the provisions of the Equal Opportunity Clause.
2. Contractors receiving subcontract awards exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause will be required to provide for the forwarding of this notice to prospective subcontractors for supplies and construction contracts where the subcontracts exceed \$10,000 and are not exempt from the provisions of the Equal Opportunity Clause.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

CERTIFICATION OF NON-SEGREGATED FACILITIES:

The undersigned federally-assisted construction contractor certifies that she or he does not maintain or provide, for his employees, any segregated facilities at any of his establishments and that she or he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally-assisted construction contractor certifies that she or he will not maintain or provide, for his employees, segregated facilities at any of his establishments and that she or he will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The federally-assisted construction contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this contract.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms, and washrooms, restaurants and other eating areas, timeclocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directives or are, in fact, segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason. The federally-assisted construction contractor agrees that (except where

NON-SEGREGATED FACILITIES CERTIFICATION

she or he has obtained identical certifications from proposed subcontractors for specific time periods) she or he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause and that she or he will retain such certifications in his files.

Signed and submitted on this date: 9/5/23

By this (circle one): Contractor, Subcontractor, or Supplier

Business Name: Murnane Building Contractors, Inc.

Address: 287 Ushers Rd
Clifton Park, NY 12065

Telephone Number: 518-978-3300

Fax Number: N/A

E-mail Address: mmurnane@murnanebuilding.com

Name and Title (Printed): Michael J. Murnane, President

Owner or Authorized Signature: 

Note to Subcontractors and Suppliers: This form shall be returned to the Prime Contractor who will forward it to the Engineer.

US GOVERNMENT AND STATE TAXES PAID CERTIFICATION

The following certification statement is to be signed by the Bidder.

I hereby certify that I am a President (title of Officer of the company) and duly authorized representative

of Murnane Building Contractors, Inc. (name of company), whose

address is 287 Ushers Rd Clifton Park, NY 12065 and that neither I nor

the above company I here represent has:

- a. Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any company or person (other than bona fide employee working solely for me or the above company) to solicit or secure this Contract,
- b. Agreed, as an express or implied condition for obtaining this Contract to employ or retain the services of any company or person in connection with carrying out the Contract, or
- c. Paid, or agreed to pay, to any company, organization or person (other than a bona fide employee working solely for me or the above company) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the Contract;

I acknowledge that this certification is to be furnished to the NYSDOT or other branches of the New York State Government, and the County in which this project is located in connection with this Contract involving participation of funds, and subject to applicable State and Federal laws, both criminal and civil.

I certify under the penalty of perjury that the firm or corporation referenced above, to the best of my knowledge and belief, has filed all US Government and State Tax Returns and paid all Federal and State taxes required under law.

FEDERAL I.D. NO. 14-1684256

BIDDER'S NAME: Murnane Building Contractors, Inc

BY: [Signature]

TITLE: President

DATED: 9/5/23

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CORPORATE BID RESOLUTION

For Corporate Bidders Only

RESOLVED, that Michael J. Murnane be authorized to sign and submit
(individual)

the bid or proposal of this corporation for the following project(s):

**NEW FIXED BASE OPERATOR (FBO) TERMINAL PHASE 1 – HANGAR 1
DEMOLITION**

and to include in such bid or proposal, the certificate as to non-collusion required by section 103-d of the General Municipal Law as the act and deed of such Corporation, and for any inaccuracies or misstatements in such certificates this corporate bidder shall be liable under the penalties of perjury.

The foregoing is a true and correct copy of the resolution adopted by Murnane Building Contractors, Inc.
(corporation)

at a meeting of its Board of Directors held on the 1st day of August, 2023
and is still in full force and effect on this 5th day of September, 2023.

SEAL OF CORPORATION

Patrice Murnane
Secretary

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CONTRACTOR REFERENCE SHEET

All bidders must complete this form providing three (3) references of past performance. References should involve projects and or service situations of similar size and scope to this bid. References must have had dealings with the bidder within the last 36 months. The County reserves the right to contact any or all of the references supplied for an evaluation of past performance in order to establish the responsibility of the bidder before the actual award of this bid and/or contract.

BIDDER'S NAME: Murnane Building Contractors, Inc.

REFERENCE NAME: Saratoga Public Safety Facility
ADDRESS: 6012 County Farm Rd
Balkston Spa, NY 12020
TELEPHONE: 518-885-8809
CONTACT PERSON: John Warmt

REFERENCE NAME: Schalmont CSD - New Transportation Garage
ADDRESS: 4 Sabre Drive
Schenectady NY 12306
TELEPHONE: 518-355-9200
CONTACT PERSON: John O'Donnel

REFERENCE NAME: Albany County Sheriff Storage Building
ADDRESS: 58 Verda Ave
Clarksville, NY 12186
TELEPHONE: 518-765-5976
CONTACT PERSON: Inspector J.T. Campbell

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CONTRACTOR QUALIFICATION STATEMENT

The undersigned certifies under oath that the information provided herein is true and sufficiently complete so as not to be misleading.

SUBMITTED TO: Saratoga County Department of Central Services
ADDRESS: 50 West High Street Ballston Spa, NY 12020
SUBMITTED BY: Murnane Building Contractors, Inc
NAME: Michael J. Murnane
ADDRESS: 287 Ushers Rd Clifton Park, NY 12065
PRINCIPAL OFFICE: 104 Sharon Ave Plattsburgh, NY 12901

- Corporation
- Partnership
- Individual
- Joint Venture
- Other

NAME OF PROJECT (if applicable): New Fixed Base Operator Terminal Phase 1 - Hangar 1 Demolition

TYPE OF WORK (file separate form for each Classification of Work):

- General Construction HVAC
- Plumbing Electrical
- Other _____
(please specify)

1. ORGANIZATION:

1.1 How many years has your organization been in business as a contractor?

36+

1.2 How many years has your organization been in business under its present business name?

36+

1.2.1 Under what other or former names has your organization operated?

N/A

CONTRACTOR QUALIFICATION STATEMENT

1.3 If your organization is a corporation, answer the following:

1.3.1 Date of Incorporation: *October 1986*

1.3.2 State of Incorporation: *New York*

1.3.3 President's Name: *Michael J. Murnane*

1.3.4 Vice-President's Name(s): *Patrick Murnane, II, Andy Kantor, Mike Cowden*

1.3.5 Secretary's Name: *Patrick Murnane, II*

1.3.6 Treasurer's Name: *Michael J. Murnane*

1.4 If your organization is a partnership, answer the following:

1.4.1 Date of Organization: *~~October 198~~*

1.4.2 Type of Partnership (if applicable): *~~Na~~*

1.4.3 Name(s) of General Partner(s): *~~Na~~*

1.5 If your organization is individually owned, answer the following:

1.5.1 Date of Organization: *~~NA~~*

1.5.2 Name of Owner: *~~NA~~*

1.6 If the form of your organization is other than those listed above, describe it and name the principals:

N/A

2. LICENSING:

2.1 List jurisdictions and trade categories in which your organization is legally qualified to do business, and indicate registration or license numbers, if applicable.

General Contractor

2.2 List jurisdictions in which your organization's partnership or trade name is filed.

~~NY~~ New York

CONTRACTOR QUALIFICATION STATEMENT

3. EXPERIENCE:

3.1 List the categories of work that your organization normally performs with its own forces.

Some Demolition, duct bank concrete

3.2 Claims and Suits - (if the answer to any of the questions below is yes, please attach details):

3.2.1 Has your organization ever failed to complete any work awarded to it? Yes - see attached

3.2.2 Are there any judgements, claims, arbitration proceedings, or suits pending or outstanding against your organization or its officers? Yes - see attached

3.2.3 Has your organization filed any lawsuits or requested arbitration with regard to construction contracts within the last five (5) years? Yes - see attached

3.3 Within the last five (5) years has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract? (if answer is yes, please attach details)

NO

3.4 On a separate sheet, list major construction projects your organization has in progress giving the name of the project, owner, architect, contract amount, percent complete, and scheduled completion date.

3.4.1 State total worth of work in progress and under contract. see attached work on hand.

3.5 On a separate sheet, list the major projects your organization has completed in the last five (5) years, giving the name of project, owner, architect, contract amount, date of completion, and percentage of the cost of the work performed with your own forces.

see attached

3.5.1 State average annual amount of construction work performed during the past five (5) years:

\$90mm see attached

3.6 On a separate sheet, list the construction experience and present commitments of the key individuals of your organization.

To be provided post Bid

4. REFERENCES:

4.1 Trade References:

McQuade + Bannigan Inc - 315-724-7119
Kameo - 518-798-7245
Curtis Lumber - 518-568-2691

CONTRACTOR QUALIFICATION STATEMENT

4.2 Bank References:

Glens Falls National Bank - Arleen Girard
(518) 415-4225

4.3 Surety:

4.3.1 Name of bonding company: NFD

4.3.2 Name and address of agent: Kevin Garrity 159 Wolf Rd, Albany, NY
(518) 244-4245

5. FINANCING:

5.1 Financial Statement:

5.1.1 Attach a financial statement, preferably audited, including your organization's latest balance sheet and income statement showing the following items:

Current Assets (e.g., cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials inventory, and prepaid expenses);

Net Fixed Assets;

To Be provided
upon award

Other Assets;

Current Liabilities (e.g., accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries, and accrued payroll taxes);

Other Liabilities (e.g., capital, capital stock, authorized and outstanding shares par values, earned surplus and retained earnings).

5.1.2 Name and address of firm preparing attached financial statement, and date thereof:

see above To be provided upon award

5.1.3 Is the attached financial statement for the identical organization named on page one?

see above - to be provide upon award

If not, explain the relationship and financial responsibility of the organization whose financial statement if provided (e.g., partner-subsiary).

5.2 Will the organization whose financial statement is attached act as guarantor of the contract for construction?

see above - to be provided upon award

3.2.1 Has your organization ever failed to complete any work awarded to it?

Within the last five years, Murnane Building Contractors, Inc. (“MBC”) has not completed two projects that had been awarded to it. MBC is currently involved in litigation related to both of those projects and the details are listed below. Copies of relevant documents can be made available upon request to Elizabeth Callahan at ecallahan@murnanebuilding.com.

1. Project: OGS 45124-C, Abate Hazardous Materials & Renovate NYS Office Building #4

On November 13, 2017, the New York State Office of General Services (“OGS”) found MBC non-responsible and terminated its contract with MBC on a Project on the Harriman Campus, Building 4 in Albany, New York on the basis that MBC allegedly “had not made a good faith effort by way of proper supervision, proper workmanship, or by meeting schedules, to be considered a responsible contractor at this time.” MBC’s non-responsibility finding, and termination, were based almost exclusively off of asbestos abatement work being done on the Project by MBC’s subcontractors. MBC vehemently opposes this finding and its termination, and is contesting same. On November 27, 2017, MBC submitted a lengthy notice of claim against OGS, and on May 11, 2018, MBC filed a Notice of Intention to File a Claim against OGS in the New York State Court of Claims. On November 8, 2019, MBC filed its Claim against OGS in the New York State Court of Claims (Claim No 133935), and the case is currently pending in litigation. Further, MBC is in litigation against the subcontractors who were responsible for MBC’s termination. In its Notices of Claim, MBC cited certain conditions on site that made the asbestos abatement work challenging – namely, a thick, hard to remove yellow glue substance that was not identified in the specifications and bad faith on the part of certain OGS field staff. This dispute remains ongoing. Importantly, in spite of OGS’s non-responsibility finding of MBC, on December 8, 2017, the New York State Department of Transportation (“DOT”) deemed MBC to be a responsible bidder in connection with a Project on the Schenectady Intermodal Station in Schenectady, New York, a Project that MBC successfully completed ahead of schedule. Further, multiple state agencies have deemed MBC to be a responsible bidder in connection with various projects awarded in the last four years

2. Project: Whiteface Pump House #1 Project: Phase 1 - Well Construction at Whiteface Mountain Ski Center in Wilmington, New York

On June 12, 2019, the New York State Olympic Regional Development Authority (“ORDA”) terminated MBC on the Whiteface Pump House #1 Project: Phase 1 – Well Construction at Whiteface Mountain Ski Center in Wilmington, New York (the “Project”). MBC challenged the termination determination, pursuant to Article 78 of the CPLR, as arbitrary and capricious, substantially unsupported by law or fact and the product of bad faith. MBC sought a Temporary Restraining Order (“TRO”) staying its termination, and preventing ORDA from awarding the Contract to a completion contractor in violation of New York State’s competitive bidding laws. Moreover, MBC sought a declaration that

ORDA's termination of MBC was for convenience, rather than for default, pursuant to the terms of the Contract between the parties.

On July 2, 2019, the Honorable Richard B. Meyer of the New York State Supreme Court, Essex County, granted MBC's request for a TRO and issued a stay on ORDA's termination of MBC. Judge Meyer issued a Decision & Order in support of the Court's Decision on July 2, 2019. By Decision, Order & Judgment dated May 20, 2020, Judge Meyer held that ORDA's termination of MBC for cause was wrongful and that "there were and are no grounds to terminate Murnane" for cause under the Contract. In the Court's Decision, Judge Meyer held that MBC's termination could, thus, "only be without cause" and for convenience.

On October 21, 2021, the New York State Supreme Court, Appellate Division, Third Judicial Department issued a decision overturning Judge Meyer's decision on procedural grounds and remanding the matter for further consideration by Supreme Court, Essex County. The matter is currently in discovery.

3.2.2 Are there any judgments, claims, arbitration proceedings, or suits pending or outstanding against your organization or its officers.

Yes, the following judgments, claims, arbitration proceedings, or suits are currently pending against MBC.

1. SCE Environmental Group, LLC v. Murnane Building Contractors, Inc., et al.
New York State Supreme Court, Albany County, Index No. 905770/17

- Complaint Filed: August 29, 2017
- Project: OGS 45124-C, Abate Hazardous Materials & Renovate NYS Office Building #4
- Amount of Claim: Unspecified
- Liens Filed: October 18, 2017 (\$1,420,460.29 – discharged by bond on November 2, 2017)
- Summary: On August 9, 2017, Murnane terminated SCE Environmental Group, LLC ("SCE"), its asbestos subcontractor on the Project, for cause. The termination was based on the fact that SCE failed to meet the project schedule, caused a flood in the building, and failed to comply with safety regulations on the project. Thereafter, SCE commenced an action in seeking damages in an unspecified amount by reason of Murnane's termination of SCE's subcontract. On October 17, 2017, Murnane counterclaimed on the basis that SCE's actions caused Murnane to incur damages on the Project. The matter is in discovery.

2. The Oak Group, Inc. – Payment Bond Claim

- Date of Payment Bond Claim: September 8, 2017
- Project: OGS 45124-C, Abate Hazardous Materials & Renovate NYS Office Building #4
- Amount of Claim: \$196,302.70

- Summary: On September 8, 2017, The Oak Group, Inc. (“Oak”), a subcontractor of SCE on the Building 4 Project, filed a claim against Murnane’s payment bond in the amount of \$196,302.70. Murnane has contested with its surety, Travelers, the validity of Oak’s bond claim, and continues to contest same. Murnane has been damaged and those damages are ongoing and substantial as a result of certain breaches by SCE, Oak and/or Sunn Enterprises (“Sunn”) (a labor affiliate of Oak). Damages to Murnane because of SCE, and/or Oak Group and/or Sunn include that they: (1) caused multiple delays on the Project; (2) failed to provide adequate manpower to reach critical Project deadline; (3) committed multiple breaches of health and safety rules, (4) utilized improper procedures; (5) committed Code Rule 56 violations, including violations of containment; (6) were responsible for accidents on the site; (7) improperly commenced the bridge removal on the Project; (8) failed to perform the scope of their work in a good and workman like manner; and (9) failed to perform work in a timely and expeditious manner. Further, SCE and/or Oak and/or Sunn, in violation of their respective subcontract(s), failed to properly allocate trust funds and make prompt payment to their workers, sub-subcontractors and/or suppliers, and to pay their own employees’ wages and/or supplemental fringe benefits, in violation of New York State Labor Law, including certain wages and/or supplemental fringe benefits totaling \$48,928.80 to be withheld on behalf of Sunn and further withholdings totaling \$200,056.71 to be withheld on behalf of Sunn. Therefore, in addition to Murnane’s other disputes related to Oak’s claim, the aforementioned damages are substantial in nature and would further offset any and all amounts owed to Oak. By letter dated February 20, 2018, Travelers denied Oak’s payment bond claim.

3. Classic Environmental, Inc. – Payment Bond Claim

- Date of Payment Bond Claim: January 12, 2018
- Project: OGS 45124-C, Abate Hazardous Materials & Renovate NYS Office Building #4
- Amount of Claim: \$1,160,112.05
- Summary: On January 12, 2018, Classic Environmental Inc. (“Classic”), an asbestos subcontractor of Murnane’s on the Building 4 Project, filed a claim against Murnane’s payment bond with surety Travelers Casualty and Surety Company of America (“Travelers”) in the amount of \$1,160,112.05 for amounts currently due with a \$2,053,935.00 of work yet to be performed. Murnane’s position is that: (1) Classic’s actions were the sole causes of its own damages; and (2) Murnane, and by extension Murnane’s surety, are entitled to assert and prove affirmative defenses and counterclaims which will offset, even into a net negative, the damages that Classic is claiming. Further, Murnane granted payments to Classic for applications filed by Classic up to and including October 13, 2017 despite the fact that the Owner, OGS, did not grant approval and payment on any applications after September 15, 2017. By letter dated February 20, 2018, Travelers denied Classic’s payment bond claim.

4. Jose A. Prada v. Murnane Building Contractors, Inc.

New York Supreme Court, Queens County, Index No. 703359/2018

- Complaint Filed: March 5, 2018
- Project: OGS 45124-C, Abate Hazardous Materials & Renovate NYS Office Building #4
- Amount of Claim: \$402,221 (\$328,618 for compensation and \$73,603 for medical)
- Summary: This Labor Law action stems from an unwitnessed fall from a ladder that occurred as Plaintiff Jose Prada removed a light fixture at an asbestos abatement project. Plaintiff's complaint includes claims under Labor Law §§ 200, 240(1), and 241(6). Murnane contends that it is not liable for Plaintiff's alleged accident or injuries.

On November 16, 2021, the Court issued an opinion partially granting Murnane's motion for summary judgment, dismissing the claims under Labor Law §§ 200 and 240(1) and denying Plaintiff's motion for summary judgment in full. Both parties have filed Notices of Appeal, but neither have perfected their appeals to date.

5. **Classic Environmental, Inc. v. Murnane Building Contractors, Inc., et al.**

New York Supreme Court, Oneida County, Index No. EFCA2018-001432

- Complaint Filed: May 14, 2018
- Project: OGS 45124-C, Abate Hazardous Materials & Renovate NYS Office Building #4
- Amount of Claim: \$1,292,369.00, together with interest and reasonable attorneys' fees
- Summary: On May 14, 2018, Classic Environmental Inc. ("Classic"), Murnane's asbestos subcontractor on the Building 4 Project, commenced an action in NY Supreme Court, Oneida County, against Murnane, Murnane's surety, Travelers Casualty and Surety Company of America ("Travelers"), the President of Murnane, Patrick T. Murnane, Sr., and the Vice President of Murnane, James R. Hogel (collectively, the "Defendants"), seeking damages in the amount of \$1,292,369.00 for alleged work it performed on the Project. The Defendants filed an answer on June 26, 2018 and asserted numerous affirmative defenses. As stated above, Classic's actions, especially in causing a lead contamination on site, led to the termination of Murnane's contract with the New York State Office of General Services ("OGS"). Murnane's position is that: (1) Classic's actions were the sole causes of its own damages; and (2) Murnane, and by extension Murnane's surety, are entitled to assert and prove affirmative defenses and counterclaims which will offset, even into a net negative, the damages that Classic is claiming. Further, Murnane granted payments to Classic for applications filed by Classic up to and including October 13, 2017 despite the fact that the Owner, OGS, did not grant approval and payment on any applications after September 15, 2017. In light of Murnane's direct claims against Classic in the third-party action in the SCE litigation referenced in paragraph "3" above, this matter has been joined with the SCE matter, in Albany County, for purposes of discovery. The matter is in discovery.

6. **The Oak Group, Inc. v. Murnane Building Contractors, Inc., et al.**

New York Supreme Court, Albany County, Index No. 903444/18

- Complaint Filed: May 23, 2018

- Project: OGS 45124-C, Abate Hazardous Materials & Renovate NYS Office Building #4
- Amount of Claim: Unspecified
- Summary: On May 23, 2018, The Oak Group, Inc. (“Oak”), The Oak Group, Inc. (“Oak”), a subcontractor of SCE on the Building 4 Project, filed a lawsuit against Murnane, SCE and Murnane’s surety, Travelers, in New York Supreme Court, Albany County, seeking damages in an unspecified amount for alleged lost profits and overhead costs and its outstanding Subcontract balance and retainage, in addition to payment of unpaid Change Orders and Change Order Requests. Murnane and Travelers filed an answer with counterclaim and cross-claims on June 29, 2018 and asserted numerous affirmative defenses. Murnane counterclaimed on the basis that it was Oak’s negligence, and failure to comply with safety regulations, that caused Murnane to incur damages on the Project. Murnane asserted numerous cross-claims against SCE on the basis that SCE’s breaches and negligence caused Murnane to incur substantial damages on the Project. As stated above, Murnane has been damaged and those damages are ongoing and substantial as a result of certain breaches by SCE, Oak and/or Sunn Enterprises (“Sunn”) (a labor affiliate of Oak). Damages to Murnane because of SCE, and/or Oak Group and/or Sunn include that they: (1) caused multiple delays on the Project; (2) failed to provide adequate manpower to reach critical Project deadline; (3) committed multiple breaches of health and safety rules, (4) utilized improper procedures; (5) committed Code Rule 56 violations, including violations of containment; (6) were responsible for accidents on the site; (7) improperly commenced the bridge removal on the Project; (8) failed to perform the scope of their work in a good and workman like manner; and (9) failed to perform work in a timely and expeditious manner. Further, SCE and/or Oak and/or Sunn, in violation of their respective subcontract(s), failed to properly allocate trust funds and make prompt payment to their workers, sub-subcontractors and/or suppliers, and to pay their own employees’ wages and/or supplemental fringe benefits, in violation of New York State Labor Law, including certain wages and/or supplemental fringe benefits totaling \$48,928.80 to be withheld on behalf of Sunn and further withholdings totaling \$200,056.71 to be withheld on behalf of Sunn. Therefore, in addition to Murnane’s other disputes related to Oak’s claim, the aforementioned damages are substantial in nature and would further offset any and all amounts owed to Oak. This matter has been joined with the SCE matter, in Albany County, for purposes of discovery. The matter is pending and in discovery.

7. Murnane Building Contractors, Inc. and Travelers Casualty and Surety Company of America v. State of New York

New York State Court of Claims, Claim No. 133935

- Counterclaim Filed: February 4, 2020
- Project: OGS Harriman Campus Building 4
- Amount of Counterclaim: \$6,304,482.66
- Summary of Counterclaim: On November 8, 2019, Murnane and Travelers sued the State of New York for \$26,291,716.55 stemming from the Office of General Services’ (OGS) wrongful termination of Murnane from the project and Travelers’ completion

of the project under its performance bond. On February 4, 2020, the State filed an amended answer with counterclaims against Murnane and Travelers in the amount of \$6,304,482.66 for additional costs allegedly incurred by OGS. Murnane filed a reply to the counterclaims and alleged 18 affirmative defenses. The case is in discovery.

8. Upright Van Hatten v. Murnane Building Contractors, Inc.

New York Supreme Court, Oneida County, Index No. EFCA2020-001921

- Complaint Filed: September 17, 2020
- Amount of Claim: Unspecified
- Summary: On September 17, 2020, Jessie Upright Van Hatten sued the Verona Vernon Central School District and Murnane, claiming that he slipped on the ice on school district property while working there. Mr. Van Hatten was employed by a subcontractor of a separate multiple prime contractor. Murnane has tendered the claim to its insurance carrier. The matter is currently pending.

9. Murnane Building Contractors, Inc. v. Clinton County

New York State Supreme Court, Clinton County, Index No. 2020-00020455

- Counterclaim Filed: October 14, 2020
- Project: Passenger Terminal Building Expansion Project – Phase II General Construction
- Amount of Counterclaim: \$104,350.23
- Summary of Counterclaim: On July 16, 2020, Murnane sued Clinton County, which owns the Plattsburgh International Airport, for \$884,416.51 stemming from seventeen claims for compensation for extra-contractual work that the Airport directed Murnane to perform. On October 14, 2020, the County filed counterclaims in the amount of \$104,350.23, blaming Murnane for warped floor tiles and allegedly defective sprinkler heads and a fan that occurred years after Murnane's contractual warranty expired. Murnane replied to the counterclaims and alleged 21 affirmative defenses, including the defense that the warranty expired. The case is in discovery.

10. Bret A. Lund v. Murnane Building Contractors, Inc.

New York State Supreme Court, Schenectady County, Index No. 2022-955

- Complaint Filed: July 5, 2022
- Amount of Claim: Unspecified
- Summary: Bret Lund, an employee of Murnane's subcontractor, Quality Painters and Decorators, Inc., filed suit against Murnane, alleging that he was injured after falling from scaffolding. Plaintiff's complaint includes claims under Labor Law §§ 200, 240(1), and 241(6). Murnane contends that it is not liable for Plaintiff's alleged accident or injuries and has tendered the claim to its insurance carrier. The matter is currently pending.

3.2.3 Has your organization filed any lawsuits or requested arbitration with regard to construction contracts within the last five (5) years?

Yes. As described above, MBC is currently in litigation related to the two projects described in response to question 3.2.1.



3.4, 3.41

WORK ON HAND JULY 31, 2023		CONTRACT VALUE	COMPLETED
21110	SUNY HAWKIN HALL NURSING	541,000	532,950
21112	NCCS PHASE1 CAP IMP	4,433,937	4,330,417
21114	JOHN COLLINS PARK RENO	2,357,500	2,274,700
21118	HOOD & MOFFITT HALL RENO	7,440,270	7,290,659
22100	NCCS PHASE 2 CAP IMP	3,338,198	3,286,630
22101	CHATEAUGAY CSD	555,577	511,151
22103	CLARKSON ERC INNOV HUB	2,654,315	2,628,829
22111	MALONE CSD - PHASE 1	2,988,122	2,659,992
22112	RENO IGA SRMT HOGANSBURG	29,153,071	16,381,666
22117	CITIZENS ADVOCATES MLN	2,247,076	2,247,076
22129	BIONIQUE EXPANSION	994,075	757,355
23101	ALSTOM TEST TRACK	1,069,055	420,210
23107	MORIAH CSD HIGH SCHOOL G	357,000	163,220
23110	KEENE CSD PHASE 2 CPTL P	630,000	82,285
23111	POTSDAM CSD	7,076,000	0
23112	AUSABLE FORKS FIRE STTN	3,755,000	483,646
23115	MALONE CSD - PHASE 2	5,444,000	759,193
23119	CVES BOCES - CV-TEC CLSS	250,000	0
23125	AUBUCHON SARANAC LAKE DM	400,000	0
20203	MOHAWK VALL HEALTH FOUND	4,767,495	4,655,340
20213	MOHAWK VALLEY HLTH TOWER	18,246,709	17,647,882
21200	ONEIDA CO OFF PLAZA DECK	3,315,113	2,358,522
21207	WHITESBORO CS 2020 CI P2	5,203,888	5,203,888
21213	CENTRAL NY PSYC BD 39&77	44,890,347	32,757,988
21214	NY CENTRAL MUTUAL ADD/AL	25,093,734	18,874,211
22203	UTICA CSD- JONES ELEM Q	583,601	466,802
22204	ONEIDA CTY DPW PARKING	43,728,376	25,803,838
22205	UTICA CSD ALBANY LMNTRY	294,384	233,192
22207	LAKE PLEASANT CSD- RCNST	559,000	12,300
23204	MADISON COUNTY BLDG. 4 B	435,500	143,263
23206	MADISON COUNTY BLDG #2,	389,500	85,933
23207	NYPA NYS CANAL ROME FAC	539,000	0
23208	MARCY CF EEP MECH IMPR	1,214,000	0
23209	ROME CITY HALL FACILITY	4,572,000	40,000
23210	MADISON-ONEIDA BOCES CAP	777,000	0
23211	OPPENHEIM-EPHRATAH CSD	267,000	0
21306	E.SYR/MINOA PARK HILL CS	2,206,868	2,195,617
21309	UPSTATE HYPERBARIC EXPAN	4,864,958	4,792,172
21312	MCQUIRE CDR&J ADD & RENO	17,047,142	13,736,633
21313	UPSTATE MED LINEAR ACCEL	928,945	923,945
22301	ST JOES PARKING GARG POB	819,895	749,615
22303	UPSTATE MED HOSP 4N/CH5W	636,000	615,950
22306	UPSTATE 7U PRISONER UNIT	266,600	254,991
22311	COLGATE UNIVERSITY - LN	541,667	541,667
22312	NOVELIS MOLD SHOP XPNSN	1,494,234	1,494,234
22313	CORNELL UNIVERSITY NEW B	626,901	626,901
22318	NYS THRUWAY ONEIDA CNCRT	403,258	403,258
23300	CNY GO, LLC - GROW FCLTY	635,468	635,468
23301	COLGATE UNIVERSITY - BNT	1,161,342	777,721
23302	NYSTA SERVICE AREA - WRN	640,257	565,730
23303	NYSTA - PORT BYRON	449,682	379,091
23304	NYSTA - DEWITT	393,165	4,000
23306	IHP ADDITION OF EXAM RMS	549,500	186,320
23307	NOVELIS BP 22 MOTOR ROOM	742,135	742,135
23309	ERIE MECHANICAL XPNSN 20	1,032,105	198,632
23310	MARY WINDER COMMUNITY RC	5,082,030	0
23311	SUNY CORTLAND CORNISH VN	27,186,000	0
23312	UPSTATE WEISKOTTEN HALL	597,000	0
23314	AUBURN BIOSOLIDS	1,479,000	0
23317	NOVELIS BP 33 - COOLANT	3,154,250	0
20403	AMSTERDAM CSD PH 5&6	6,836,503	6,836,503
20406	SCHENECTADY CSD PV/YATES	7,522,697	7,516,492
21402	BEAVER CREEK CLEAN RIVER	594,180	357,397
21403	ALBANY CSD GROUP 3	8,305,494	8,247,049
22403	GREEN ISLAND UFSD	489,910	349,781
22407	GLOVERSVILLE ESD 2020 CP	12,387,549	6,548,470
22408	GREATER AMSTERDAM SDPH7	580,400	340,527
22414	NISKAYUNA CSD 2021 CPTL	15,982,000	3,698,243
22417	COBLESKILL-RICHMONDVILLE	2,452,000	85,971
23400	LONG LAKE CSD	292,500	207,182
23402	SAUGERTIES CSD	5,164,000	0
23403	QUEENSBURY UFSD - 2022 C	373,000	173,234
23404	SUNY ADIRONDACK - WSHNGT	823,000	0
23405	GREATER AMSTERDAM SD RCN	252,000	0
23406	BETHLEHEM CSD 2021 CPTL	11,938,461	768,721
	TOTALS	377,492,937	218,046,789



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2022 COMPLETED PROJECT LISTING

3.5/3.5.1

Project	Saranac CSD
Completed	September 2021
Contract	\$4,805,916
Owner	Saranac CSD
Address	60 Pickets Corners Road, Saranac, NY 12981
Phone	5185655700
Architect	Tetra Tech
Contact	Phil Anthony
Phone	(518) 788-9018
email	phil.anthony@tetratech.com

Project	Heart & Vascular Center Renovation
Completed	December 2021
Contract	\$11,644,463
Owner	Upstate Medical University
Address	650 South Salina Street, Syracuse, NY 13210
Phone	315-863-5576
Architect	HBT Architects
Contact	Kate Holevinski
Phone	585-586-0490
email	kholevinski@hbtarchitects.com

Project	CVES BOCES Reconstruction
Completed	October 2021
Contract	\$7,558,260
Owner	Champlain Valley Educational Services – Eric Bell
Address	518 Rugar Street, Plattsburgh, NY 12901
Phone	518-561-0100
Architect	Tetra Tech
Contact	Phil Anthony
Phone	518-281-0520
Email	Phil.Anthony@tetratech.com

Project	Lisbon CSD
Completed	December 2022
Contract	\$3,202,330
Owner	Lisbon Central School
Address	6866 County Rd 10, Lisbon, NY 13658
Phone	(315) 393-4951
Architect	SEI Design Group
Contact	Steve Staveski
Phone	585-442-7010, x325
email	sjs@seidesigngroup.com



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Project	Cooperstown CSD 2019 Capital Improvements
Completed	September 2021
Contract	\$968,674
Owner	Cooperstown CSD
Address	39 Linden Ave., Coopertown, NY 13326
Phone	607-547-2650
Architect	IBI Group, Binghamton, NY
Contact	Steve Thesier
Phone	607-772-0007 x52028
email	Steve.Thesier@IBIGroup.com

Project	SUNY Oneonta Emergency Services Building
Completed	March 2021
Contract	\$5,603,883
Owner	SUNY Oneonta
Address	108 Ravine Parkway Oneonta, NY 13820
Phone	607-436-3539
Architect	Architecture +
Contact	Steve Kervin
Phone	518-272-4481
email	kervins@aplususa.com

Project	Corinth CSD Capital
Completed	May 2022
Contract	\$83,684
Owner	Corinth Central School District
Address	105 Oak St., Corinth, NY 12822
Phone	518-654-9005
Architect	BCA Architects Engineers
Contact	Volker Husel
Phone	518-261-8678
email	vhusel@thebcgroup.com

Project	SUNY Potsdam – Renovate Student Union, Bldg No 29
Completed	January 2021
Contract	\$7,490,536
Owner	State University College at Potsdam
Address	44 Pierrepont Ave, Potsdam, NY 13676
Phone	315.267.2000
Architect	Popli Design Group/ME Engineering
Contact	Michael Ferreri/Matt Shannon
Phone	585.364.1625/585.288.5590
email	MFerreri@popligroup.com / mdshannon@meengineering.com



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Project	Rome Capital Theatre
Completed	December 2021
Contract	\$329,805
Owner	Capitol Civic Center, Inc.
Address	220 West Dominick Street Rome, NY 13440
Phone	315-337-6277
Architect	Alesia + Crewell Architects
Contact	Steve Zerbe
Phone	315-735-5163
email	s.zerbe@a-carchitects.com

Project	St. Joe's Elevator Upgrade
Completed	June 2022
Contract	\$337,400
Owner	St. Joseph's Health Hospital
Address	301 Prospect Avenue
Phone	Syracuse, NY 13203
Architect	Handled in-house at St. Josph's Hospital - Greg Rathburn
Contact	301 Prospect Avenue
Phone	Syracuse, NY 13203
email	Gregory.Rathbun@sjhsyr.org



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2021 COMPLETED PROJECT LISTING

Project **St. Joseph's Community Center**
Completed 08/12/2021
Contract \$3,088,045
Owner St. Joseph's Addiction Treatment & Recovery Centers
Address PO Box 470, Saranac Lake, NY 12983
Phone 518-891-3310
Architect Andrew Chary Architects
Contact Michael Laramee
Phone 518-523-5727 x103
email mlaramee@chary.com

Project **Adirondack Medical Center-Urology Renovations**
Completed 10/01/2021
Contract \$173,557
Owner Adirondack Health
Address 2233 State Route 86, Saranac Lake, NY 12983
Phone 518-891-4141
Architect N/A
Contact Mark Yamrick
Phone 518-225-4573
email myamrick@adirondackhealth.org

Project **Plattsburgh International Airport Terminal Expansion Phase 2**
Completed 07/07/2021
Contract \$30,487,735
Owner Clinton County
Address 42 Airport Lane, Suite 201, Plattsburgh, NY 12903
Phone 518-565-4847
Architect McFarland-Johnson, Inc.
Contact Turner Bradford
Phone 617-953-3848
email tbradford@mjinc.com

Project **SUNY Oneonta Huntington Hall**
Completed 05/24/2021
Contract \$17,754,838
Owner SUNY Oneonta
Address 108 Ravine Parkway, Oneonta, NY 13820
Phone 607-436-2058 (Brian Murray)
Architect JMZ Architects
Contact Emily Gasperetti
Phone 518-793-0786
email egasperetti@jmzarchitects.com



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Project **Cherry Valley Senior Housing**
Completed 06/03/2021
Contract \$1,173,314
Owner Cherry Valley Community Facilities Corporation
Address 2 Genesee Street, PO Box 66, Cherry Valley, NY 13320
Phone 607-264-9300
Architect James Jordan Associates
Contact Jim Jordan
Phone 315-858-0755
email jj@jordanusa.com

Project **Upstate Family Service Center and Lobby Renovations**
Completed 01/21/2021
Contract \$4,036,291
Owner State University of New York-Upstate
Address 650 S. Salina Street, Syracuse, NY 13202
Phone 315-863-5576
Architect C&S Companies
Contact Kristen Collins
Phone 315-455-2000
email kcollins@cscos.com

Project **Lafayette CSD- Capital Project 2017**
Completed 01/01/2021
Contract \$2,496,096
Owner Lafayette Central School
Address 5955 Route 20 West, Lafayette, NY 13084
Phone 315-677-9728
Architect Ashley McGraw
Contact Lauren Sloan
Phone 315-425-1814 ext 150
email sloan@ashleymcgraw.com

Project **Saratoga County Public Safety Facility**
Completed 07/27/2021
Contract \$16,064,618
Owner Saratoga County
Address 6012 County Farm Road, Ballston Spa, NY 12020
Phone 518-885-8809
Architect H2M Architects & Engineers
Contact Katrina Pacheco/Andy Jackson
Phone 518-765-5105
email kpacheco@h2m.com/ ajackson@h2m.com



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Project **Schalmont CSD-New Transportation Facility & Access Road**
Completed 06/30/2021
Contract \$4,288,000
Owner Schalmont Central School District
Address 4 Sabre Drive, Schenectady, NY 12306
Phone 518-355-6110
Architect Bernier, Carr & Associates, Engineers, Architects & Land Surveyors PC
Contact Carol Pallas
Phone 518-355-9200
fax 518-355-9203

Project **Albany County Sheriff's PEMB**
Completed 12/21/2021
Contract \$1,228,800.00
Owner Albany County
Address 112 State Street, Albany, NY 12207
Phone 518-447-7140
Architect SEI Design Group
Contact Matthew Schools
Phone 518-435-2467
email mjs@seidesigngroup.com



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2020 COMPLETED PROJECT LISTING

Project **Whiteface Hall Rehabilitation- PSUC**
Completed April 2020
Contract \$16,555,566
Owner Dormitory Authority State of New York
Address 515 Broadway, Albany, NY 12207
Phone 518-257-3252, Chris Aldrich
Architect JMZ Architects and Planners
Contact Jeff Anderson/Jim Raesly
Phone 518-793-0786
email janderson@jmzarchitects.com

Project **Peru Central School District- Capital Improvement Phase 1**
Completed July 2020
Contract \$1,006,981
Owner Peru Central School District
Address 17 School Street, Peru, NY 12972
Phone 518-643-6003, Randy Sapp
Architect BCA Architectects and Engineers
Contact Steve Shockley
Phone 315-782-8130
email sshockley@thebcgroup.com

Project **Richard E. Winter Cancer Treatment Center Pharamacy**
Completed May 2020
Contract \$913,993
Owner Claxton-Hepburn Medical Center
Address 214 King Street, Ogdensburg, NY 13669
Phone 315-393-8880, William Nelson
Architect Cannon Design
Contact Stephen J. Petrie, AIA
Phone 716-774-3281
email spetrie@cannondesign.com

Project **Champlain Valley Family Center Envelope Improvements**
Completed September 2020
Contract \$148,000
Owner Champlain Valley Family Center
Address 20 Ampersand Avenue, Plattsburgh, NY 12901
Phone 518-561-8480, Connie Willie
Project Mgr Dormitory Authority State of New York
Contact Chris Aldrich
Phone 518-359-5246
email caldrich@dasny.org



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Project **Utica CSD Kernan Elementary Additions & Renovations**
Completed February 2020
Contract \$8,594,277
Owner Utica Central School District
Address 922 York Street, Utica, NY 13502
Phone 315-744-8052 Tom Lawson
Architect Stieglitz Snyder Architects
Contact Pat Monti
Phone 716-222-1910
email pmonti@stieglitzsnyder.com

Project **MVCC-Rome Campus Plumley Additions & Renovations**
Completed January 2020
Contract \$11,229,147
Owner Oneida County
Address 5999 Judd Road, Oriskany, NY 13424
Phone 315-793-6236
Architect JMZ Architects
Contact David Hutchinson
Phone 518-793-0786
email DHutchinson@jmzarchitects.com

Project **Brookfield CSD Reconstruction Phase 2**
Completed December 2020
Contract \$530,820
Owner Brookfield CSD
Address 1910 Fairground Road, Brookfield, NY 13314
Phone 315-899-3323
Architect James Jordan Associates Architects
Contact James Jordan
Phone 315-858-8000
email JMJ@jordanusa.com

Project **Carrier Dome Roof Replacement**
Completed November 2020
Contract \$2,422,147
Owner Syracuse University
Address 900 Irving Avenue, Syracuse, NY 13244
Phone 315-443-3517
Architect Geiger Engineers/Construction Manager: The Hayner Hoyt Corporation
Contact Vincent Mowers
Phone 315-952-0654
email vmowers@haynerhoyt.com



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Project **Hutchings Campus Wide Door Replacement**
Completed April 2020
Contract \$1,137,737
Owner Dormitory Authority State of New York
Address 515 Broadway, Albany, NY 12207
Phone 518-257-3000
Architect Pathfinder Engineers & Architects
Contact Faith Wilbert
Phone 585-698-1839
email fwilbert@pathfinder-ea.com

Project **Schenectady Rail Station D263505**
Completed May 2020
Contract \$10,500,630.00
Owner Amtrak
Address 332 Erie Boulevard, Schenectady, NY 12305
Phone 518-813-2819, Glenn Gallucci-DOT
Architect Wendel Companies
Contact David E. Kaczmarowski
Phone 716-688-0766
email dkaczmarowski@wendelcompanies.com



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2019 COMPLETED PROJECT LISTING

Project **Macomb Hall Renovation, Mason Hall Bathroom Rehabilitation**
Completed August 2019
Contract \$12,468,174
Owner Dormitory Authority State of New York
Address SUNY Plattsburgh, 101 Broad Street, Plattsburgh, NY 12901
Phone 518-564-2000
Architect March Architecture, PC
Contact Chris Aldrich, DASNY
Phone 518-359-5246
email caldrich@dasny.org

Project **Plattsburgh Int'l Airport Light Industrial Manufacturing Facility**
Completed October 2019
Contract \$9,158,751
Owner Clinton County
Address 137 Margaret Street, Plattsburgh, NY 12901
Phone 518-565-4847
Architect C&S Companies
Contact Jim Francesconi
Phone 518-645-4104
email jfrancesconi@cscos.com

Project **Plattsburgh Int'l Airport- Air Cargo and Customs Facility**
Completed October 2019
Contract \$6,651,847
Owner Clinton County
Address 137 Margaret Street, Plattsburgh, NY 12901
Phone 518-565-4794
Architect C&S Companies
Contact Tom Horth/Patrick Hourihan/James Francesconi
Phone 315-455-2000

Project **Natural Stone Bridge & Cave Improvements**
Completed November 2019
Contract \$122,000
Owner Natural Stone Bridge and Cave Park
Address 535 Stone Bridge Road, Pottersville, NY 12860
Phone 518-494-2283
Contact Greg Beckler
Phone 518-494-2283
email gbeckler@frontiernet.net



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Project **Howe Elementary Renovations**
Completed March 2019
Contract \$5,489,320
Owner Schenectady City School District
Address 108 Education Drive, Schenectady, NY 12303
Phone 518-370-8100
Architect Hamlin Design
Contact Shawn Hamlin
Phone 518-724-5159
email shawnhamlin@hamlindesigngroup.com

Project **Madison County Courthouse**
Completed May 2019
Contract \$10,406,771
Owner Madison County
Address 138 N. Court Street, Wampsville, NY 13163
Phone 315-366-2270, John Regan
Architect Labella Associates, PC
Contact Jessica Kruse
Phone 518-295-6297
email jkruse@labellapc.com

Project **Gilbertsville Mt. Upton CSD Clinic Renovations**
Completed June 2019
Contract \$355,500
Owner Gilbertsville Mount Upton CSD
Address 693 State Highway 51, Gilbertsville, NY 13776
Phone 607-783-2207
Architect IBI Group
Contact Brian Barlow
Phone 607-772-0007
email brian.barlow@ibigroup.com

Project **St. Josephs Health Pharmacy Renovation**
Completed June 2019
Contract \$2,859,897
Owner St. Josephs Health Facility
Address 301 Prospect Avenue, Syracuse, NY 13203
Phone 315-448-3207
Architect Dwyer Architects
Contact Kim Dwyer
Phone 315-473-1800
email kimdwyer@dwyerarch.com



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Project **Syracuse Airport Phase IIID-Temporary Buildout & Support Space**
Completed January 2019
Contract \$494,281
Owner Syracuse Regional Airport Authority
Address 1000 Col. Eileen Collins Boulevard, Syracuse, NY 13212
Phone 315-455-2000
Architect C&S Engineers
Contact Ed Regan
Phone 315-455-2000
email eregan@cscos.com

Project **SUNY Upstate Medical Library Simulation Center**
Completed December 2019
Contract \$5,569,752.00
Owner Upstate Medical University
Address 750 E. Adams Street, Syracuse, NY 13210
Phone 315-464-4225
Architect SLAM Architects
Contact Marylin Galimi
Phone 315-464-9681
email galimiM@upstate.edu



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2018 COMPLETED PROJECT LISTING

Project **Salmon River CSD Phase 2**
Completed May 2018
Contract \$9,057,076
Owner Salmon River CSD
Address 637 County Route 1, Fort Covington, NY 12937
Contact Natascha Jock
Phone 518-358-6611
Architect March Associates
Contact Mike Lahey
Phone 315-733-3344
email mlahey@marchassoc.com

Project **Petrova Avenue School- Reconstruction**
Completed June 2018
Contract \$969,636
Owner Saranac Lake Central School District
Address 79 Canaras Avenue, Saranac Lake, NY 12983
Phone 518-891-5460
Architect Tetra Tech
Contact Mark Bouley
Phone 607-216-6796
email mark.bouley@tetrattech.com

Project **Champlain Valley Family Center Office Renovations**
Completed March 2018
Contract \$1,550,587
Owner Champlain Valley Family Center
Address 20 Ampersand Avenue, Plattsburgh, NY 12901
Phone 518-561-8480
Architect Trudeau Architects, PLLC
Contact Dan Lennon
Phone 518-785-5851
email dan.lennon@truarchs.com

Project **Best Western Common Area Renovations**
Completed June 2018
Contract \$661,067
Owner Nine Platt Hospitality Group
Address 446 Route 3, Plattsburgh, NY 12901
Phone 518-561-8383
Architect Beardsley Design Associates
Contact Michael Reynolds
Phone 518-483-1585
email mreynolds@beardsley.com



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Project **Whitesboro CSD Reconstruction, Phase 8, 2014 Cap Imp**
Completed April 2018
Contract \$8,737,770
Owner Whitesboro Central School District
Address Kevin J. Storsberg, Director of Facilities
Phone 315-266-3312
Architect March Associates
Contact Chris Crolius
Phone 315-733-3344
email crolius@marchassoc.com

Project **Oneida MS Reconstruction/Alterations-Schenectady City School Dist**
Completed December 2018
Contract \$10,641,678
Owner Schenectady City School District
Address 108 Education Drive, Schenectady, NY 12303
Phone 518-370-8100
Architect Mosaic Associates Architects
Contact Callie Gaspary, AIA
Phone 518-479-4000 x 452
email cgaspary@mosaicaa.com

Project **Madison County Office Building Atrium Renovations**
Completed June 2018
Contract \$436,000
Owner County of Madison
Address 138 North Court Street, PO Box 635
Phone Wampsville, NY 13163
Architect Bell & Spina Architects, PC
Contact Dennis Spina
Phone 315-488-0377
email info@bellandspina.com

Project **Cancer Center Fit-out 4th & 5th Floor- 704.6**
Completed 7/30/18
Contract \$14,250,000.00
Owner SUNY Upstate Medical University
Address 750 East Adams Street, Syracuse, NY 13210
Phone 315-464-3819
Architect Ewing Cole
Contact Hilary Langer, AIA
Phone 215-625-4168
email hlanger@ewingcole.com



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Project **St. Joseph's PCC Main Parking Garage**
Completed 7/1/18
Contract \$549,580.00
Owner St. Joseph's Health Facility
Address 301 Prospect Avenue, Syracuse, NY 13203
Phone 315-448-5306
Architect C&S Companies
Contact Ghaith Makhoulf
Phone 315-703-4261
email gmakhoulf@cscos.com

Project **Old Main Brown Auditorium Renovations**
Completed 8/22/18
Contract \$1,453,074.00
Owner SUNY Cortland
Address PO Box 2000 / Whitaker Hall Room 219
Phone 607-753-2214
Architect Holmes King Kallquist & Associates Architect, LLP
Contact C. Jeffery Taw, AIA
Phone 315-476-8371
email jtaw@hkkarchitects.com

CONTRACTOR QUALIFICATION STATEMENT

6. SIGNATURE:

6.1 Dated 2023 this 5TH day of SEPTEMBER

Name of Organization: Murnane Building Contractors, Inc

By: [Signature]

Title: President

6.2 Mr. Michael J. Murnane being duly sworn deposes and says that the information provided herein is true and sufficiently complete so as not to be misleading.

Subscribed and sworn before me this 5th day of September 2023

Notary Public: [Signature]

My Commission Expires: _____

RACHEL CAISSE NOTARY PUBLIC, STATE OF NEW YORK Registration No. 01CA6446764 Qualified In Saratoga County Commission Expires January 23, 20 <u>27</u>
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VENDOR INFORMATION
FOR THE COUNTY OF SARATOGA

Please complete the following information which is necessary in order for Saratoga County to track vendor applicant information and the County's purchasing process.

Business Name Murnane Building Contractors, Inc

Address 287 Ushers Road Clifton Park, NY 12065

Business Type (Sole Proprietorship, Corporation, LLC, etc.) _____

Is your business a Disadvantaged Business Enterprise (DBE)? Yes No

Is your business a Minority and Women-Owned Business Enterprise (MWBE)? Yes No

Does your business have a small business status? Yes No

Any other business status, please provide information: _____

Provide the name of the Certifying Entity (ties): _____

Have you conducted business with the County before? Yes No

If the answer to the above question is NO, please provide your Federal ID Number and attach a copy of your W-9 Form. FEIN #: _____

How did you discover this Bid opportunity? invitation to bidders

Do you use the Empire State Municipal Purchasing Group Website (BidNet)? Yes No

If Yes, do you find it useful (explain) or if No, why? yes it is useful

Completing the above information does not change your chances of being awarded a contract. The information collected will NOT be sold and will not be used to contact you.

Thank you.

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INDEMNITY AND INSURANCE AGREEMENT

IT IS HEREBY AGREED by Murnane Building Contractors, Inc, the CONTRACTOR, as follows:

INSURANCE
CONTRACTOR'S LIABILITY INSURANCE

The Contractor shall purchase and maintain such insurance as will protect him from all claims as set forth below, which may arise out of or result from the Contractor's operations under the Contract, whether such operations be by himself or any subcontractor or by anyone directly or indirectly employed by any of them or by anyone for whose acts any of them may be liable:

1. claims under workmen's compensation, disability benefit and other similar employee benefit acts;
2. claims for damages because of bodily injury, occupational sickness or disease, or death of his employees;
3. claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees;
4. claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the Contractor, or (2) by any other person; and
5. claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom.

Certificates of Insurance acceptable to the County shall be filed with the County prior to commencement of the work. Saratoga County must be named and included as an additional insured under the Contractor's general liability insurance. Proof that the County has been named as an additional insured on the Contractor's general liability insurance must be provided in the form of an additional insured rider to said policy, or by other proof acceptable to the Saratoga County Attorney

The Contractor's Comprehensive General Liability Insurance and Automobile Insurance shall be in an amount not less than One Million Dollars (\$1,000,000) for injuries, including accidental death, to any one person and subject to the same limit for each person, and in an amount not less than One Million Dollars (\$1,000,000) on account of one occurrence. The Contractor's Property Damage Liability Insurance shall be in an amount not less than One Million Dollars (\$1,000,000). The Contractor shall require his subcontractors to procure and to maintain during the life of his subcontract, Subcontractors' Comprehensive General Liability, Automobile Liability, and Property Damage Liability Insurance of the type and in the same amounts as specified hereinabove. The Contractor's and his subcontractors' Liability Insurance shall include adequate protection against the following special hazards:

Bodily Injury and Property Damage – completed job operation and/or products liability at before mentioned limits with \$1,000,000 for bodily injury and \$1,000,000 aggregate for operations, protection, contractual and products and/or completed job operations. Property Damage shall be on the broad form and shall include coverage for explosion, collapse and underground damages.

The above insurance is not, and shall not be construed as, a limitation upon CONTRACTOR's obligation to indemnify the COUNTY.

Attorney's Approval

All documents submitted shall be subject to the approval of the Saratoga County Attorney as to form and content.

HOLD HARMLESS

The CONTRACTOR shall, at all times, indemnify and save harmless the COUNTY from and against any and all claims and demands whatsoever, including costs, litigation expenses, counsel fees and liabilities in connection therewith arising out of injury to or death of any person whomsoever or damage to any property of any kind by whomsoever, caused in whole or in part, directly or indirectly, by the acts or omissions of the CONTRACTOR, any person employed by the CONTRACTOR, its Contractors, subcontractors, materialmen, or any person directly or indirectly employed by them or any of them, while engaged in the work hereunder. This clause shall not be construed to limit, or otherwise impair, other rights or obligations of indemnity which exist in law, or in equity, for the benefit of the COUNTY.

IN WITNESS WHEREOF, the CONTRACTOR have set its hand this 5TH day of SEPTEMBER, 2023.

SIGNATURE [Signature]
NAME & TITLE Michael S. Murnane, President

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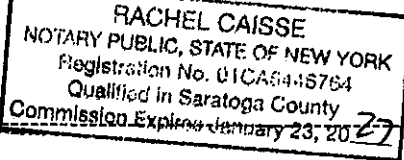
ACKNOWLEDGMENT OF CONTRACTOR, IF CORPORATION

STATE OF NEW YORK
COUNTY OF Saratoga ss:

On this 5th day of September, 20 23, before me personally came and appeared

Michael J. Murnane to me known, who being by me duly sworn, did depose and say that (s)he resides at Latham, NY, that (s)he is the President (Corporate title); of Murnane Building Contractors, Inc (Legal Company Name) the corporation described in

and which executed the foregoing instrument; that he knows the seal of said corporation; that one of the seals affixed to said instrument is such seal; that it was so affixed by order of the directors of said corporation, and that (s)he signed (his/her) name thereto by like order.



Notary Public [Signature]

ACKNOWLEDGMENT OF CONTRACTOR, IF A PARTNERSHIP

STATE OF NEW YORK
COUNTY OF _____ ss:

On this _____ day of _____, 20 _____, before me personally came and appeared

N/A to me known, and known to me to be one of the members of the firm of _____, described in and who executed the foregoing instrument and (s)he acknowledged to me that (s)he executed the same as and for the act and deed of said firm.

Notary Public _____

ACKNOWLEDGMENT OF CONTRACTOR, IF AN INDIVIDUAL

STATE OF NEW YORK
COUNTY OF _____ ss:

On this _____ day of _____, 20 _____, before me personally came and appeared

N/A to me known, and known to me to be the person described in described in and who executed the foregoing instrument and acknowledge that (s)he executed the same.

Notary Public _____

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SARATOGA COUNTY

AGENDA ITEM REQUEST FORM

TO: Steve Bulger, County Administrator
Ridge Harris, Deputy County Administrator
Michelle Granger, County Attorney
Therese Connolly, Clerk of the Board
Stephanie Hodgson, Director of Budget

CC: John Warmt, Director of Purchasing
Jason Kemper, Director of Planning and Economic Development
Bridget Rider, Deputy Clerk of the Board
Matt Rose, Management Analyst
Audra Hedden, County Administrator's Office

DEPARTMENT: Department of Public Works

DATE: 9/7/23

COMMITTEE: Airport Improvement

1. Is a Resolution Required:

Yes, Contract Approval

2. Proposed Resolution Title:

Authorizing the Chair to execute a reimbursable agreement with the Federal Aviation Administration in the amount of \$98,729 associated with the relocation of the remote transmitter radio at the airport as part of the Airport Terminal Project and amending the budget in relation thereto.

3. Specific Details on what the resolution will authorize:

Authorizing the Chair to execute a reimbursable agreement with the Federal Aviation Administration in the amount of \$98,729 associated with the relocation of the remote transmitter radio at the airport as part of the Airport Terminal Project and amending the budget in relation thereto. This agreement covers all of the expenses associated with relocation of the radio from Hangar 1 including telecommunication costs, FAA labor costs, and reoccurring electric bills to power the radio for the first 18 months.

This column must be completed prior to submission of the request.

County Attorney's Office
Consulted Yes

4. Is a Budget Amendment needed: YES or NO
 If yes, budget lines and impact must be provided.
 Any budget amendments must have equal and offsetting entries.

County Administrator's Office
 Consulted Yes

Please see attachments for impacted budget lines.
 (Use ONLY when more than four lines are impacted.)

Revenue

Account Number	Account Name	Amount
H2023.50-5031	Transfer from General Fund	\$98,729

Expense

Account Number	Account Name	Amount
A.90.920.990-H2023	Transfer to Capital Plan	\$98,729
H2023.50.100-7094	Building Component Realty	\$98,729

Fund Balance (if applicable): (Increase = additional revenue, Decrease = additional expenses)

Decrease A-0599.B Appropriated Fund Balance-Budgetary Amount: \$98,729

5. Identify Budget Impact (**Required**):

Other

- a. G/L line impacted **noted above**
- b. Budget year impacted **2023**
- c. Details

The budget will be amended to accept these funds, authorize the related expenses and decrease fund balance by \$98,729.

6. Are there Amendments to the Compensation Schedule?

YES or NO (If yes, provide details)

a. Is a new position being created? Y N

Effective date

Salary and grade

b. Is a new employee being hired? Y N

Effective date of employment

Salary and grade

Appointed position:

Term

c. Is this a reclassification? Y N

Is this position currently vacant? Y N

Is this position in the current year compensation plan? Y N

Human Resources Consulted

7. Does this item require the awarding of a contract: Y N

a. Type of Solicitation

b. Specification # (BID/RFP/RFQ/OTHER CONTRACT #)

c. If a sole source, appropriate documentation, including an updated letter, has been submitted and approved by Purchasing Department? Y N N/A

d. Vendor information (including contact name):

e. Is the vendor/contractor an LLC, PLLC, or partnership:

f. State of vendor/contractor organization:

g. Commencement date of contract term:

h. Termination of contract date:

i. Contract renewal date and term:

k. Is this a renewal agreement: Y N

l. Vendor/Contractor comment/remarks:

Purchasing Office Consulted
No

County Administrator's Office
Consulted **No**

8. Is a grant being accepted: YES or NO
- a. Source of grant funding:
 - b. Agency granting funds:
 - c. Amount of grant:
 - d. Purpose grant will be used for:
 - e. Equipment and/or services being purchased with the grant:
 - f. Time period grant covers:
 - g. Amount of county matching funds:
 - h. Administrative fee to County:

9. Supporting Documentation:

- Marked-up previous resolution
- No Markup, per consultation with County Attorney
- Information summary memo
- Copy of proposal or estimate
- Copy of grant award notification and information
- Other draft FAA reimbursable agreement

10. Remarks:

NON-FEDERAL REIMBURSABLE AGREEMENT

BETWEEN

**DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION**

AND

**SARATOGA COUNTY
SARATOGA COUNTY AIRPORT
BALLSTON SPA, NY**

WHEREAS, the Federal Aviation Administration (FAA) can furnish directly or by contract, material, supplies, equipment, and services which the Saratoga County (Sponsor) requires, has funds available for, and has determined should be obtained from the FAA;

WHEREAS, it has been determined that competition with the private sector for provision of such material, supplies, equipment, and services is minimal; the proposed activity will advance the FAA's mission; and the FAA has a unique capability that will be of benefit to the Sponsor while helping to advance the FAA's mission;

NOW THEREFORE, the FAA and the Sponsor mutually agree as follows:

ARTICLE 1. Parties

The Parties to this Agreement are the FAA and Saratoga County.

ARTICLE 2. Type of Agreement

This Agreement is an "other transaction" authorized under 49 U.S.C. § 106(1)(6). It is not intended to be, nor will it be construed as, a partnership, corporation, joint venture or other business organization.

ARTICLE 3. Scope

A. The purpose of this Agreement between the FAA and the Sponsor is to relocate the FAA owned Remote Transmitter Receiver (RTR) Equipment. The Sponsor is planning to demolish an existing hangar that houses the FAA RTR equipment to make room for a New York State-funded airport terminal building. The Sponsor has requested FAA assistance to relocate this equipment to a stand-alone RTR facility on Airport property. This Agreement provides funding for the FAA to establish these services. Therefore, this Agreement is titled:

**Reimbursable Agreement to Relocate the FAA Owned Remote
Transmitter/Receiver Equipment at Saratoga County Airport (5B2),
Ballston Spa, NY**

B. The FAA will perform the following activities:

1. Provide guidance, technical assistance and review design drawings and specifications for the relocation work. At minimum, the 90% design review meeting will include an on-site review meeting between the FAA and the Project Sponsor's design team.
2. Attend pre-construction and project kick-off meetings with the Sponsor.
3. Coordinate FAA lease modification requirements with the Project Sponsor to include completion of the FAA Environmental Screening Checklist for current and future RTR locations.
4. Provide a 10 by 16 ft fiberglass shelter at no charge to the Sponsor. This shelter was removed from a decommissioned FAA owned localizer facility at Oneonta NY (OZX).
5. Coordinate with FAA Telecommunications Infrastructure Team to estimate and order new FTI circuits to the Albany New York TRACON.
6. Prior to demolition work, remove the existing RTR electronics equipment for reinstallation. The equipment shall be stored on airport property.
7. Perform inspections, cable and grounding tests before any underground infrastructure is backfilled.
8. Install the RTR equipment previously removed from the County owned hangar inside the FAA provided fiberglass shelter and antenna equipment on the new Sponsor provided tower.
9. Perform all signal cable terminations to the RTR equipment.
10. Participate in the final construction inspection with the Sponsor and the Sponsor's contractor.

C. The Sponsor will perform the following activities:

1. Provide all available site-specific reference drawings. These drawings will include topographic maps and underground cable routing in detail.
2. Conduct a project kick-off meeting with local and regional FAA representatives. The purpose of the meeting is to develop a project schedule for both design and implementation. It will also include a project overview to identify and take action to resolve any related issues.
3. Provide drawings and specifications that comply with the FAA CAEG Standards and current FAA design criteria. Design work will include identification of work tasks and constraints for the development of construction schedules. Design packages must be sent simultaneously to affected FAA organizations for review. Copies of the final design package (after all FAA review comments are

incorporated) will be furnished to the FAA in paper, electronic file transfer, and Portable Document File (pdf) formats prior to the start of construction.

4. Perform all necessary environmental assessments and obtain associated permits. Obtain all necessary permits for construction, including those necessary for easements and encroachment. This work also includes meeting all airport security requirements and performing airspace evaluations.
5. The Project Sponsor shall notify the FAA, in writing, at least sixty days in advance of any demolition work to allow the FAA adequate time to coordinate the facility outage and salvage equipment. The removal of the facilities from service and subsequent demolition work must be coordinated with and approved by the FAA to minimize air traffic impacts.
6. Arrange for installing a primary power service to the RTR facility.
7. Provide transportation of the FAA provided shelter from Oneonta NY to Saratoga County Airport.
8. Provide funds for the Non-Recurring Charges (NRC) for the establishment of new telecommunications service and 24 months of Annual Recurring Charges (ARC). After the initial 24 months of ARC charges are incurred, the FAA will assume all future ARC costs for the remaining life of the service at no additional expense to the Sponsor.
9. Provide funds for 24 months of annual recurring electric charges. After the initial 24 months of annual recurring charges are incurred, FAA will assume all future costs for the remaining life of the electric service at no additional expense to the Sponsor.
10. Provide a set of lease drawings and legal descriptions with electronic version for all sites to FAA Technical Operations for the establishment of no-cost leases. Enter into a no-cost lease with the FAA for the facilities.
11. Accomplish contracting, construction and relocation of the FAA Remote Transmit Receive facility in accordance with plans and specifications approved by the FAA.
12. Procure and install a new climbing antenna tower that meets FAA specifications.
13. Procure and install all cabling required to complete the project in accordance with FAA provided specifications. All signal cable terminations to be performed by FAA.
14. Ensure the shelter, tower and cabling lightning/surge protection, grounding and shielding meets or exceeds the FAA provided standard, FAA-STD-019f, Change 3.
15. Allow FAA time to inspect and test all underground infrastructure and cables prior to backfilling.

16. Formally notify FAA a minimum of 30 calendar days in advance of major project milestones for coordination of activities. Major milestones shall include formal design reviews, Notice to Proceed (NTP), changes to the project schedule, and formal inspections. A project schedule must be presented to the FAA in advance of the NTP for planning and tracking purposes.
17. Provide a designated representative who will be readily available to the FAA during construction contract. This representative will be responsible for addressing FAA concerns to the Project Sponsor's contractor.
18. Conduct a final contractor acceptance inspection with FAA representatives and correct construction exceptions as noted. If exceptions are not corrected within 45 calendar days, the FAA will clear remaining CAI/JAI exceptions and charge the cost to the sponsor through the reimbursable agreement. All exceptions must be cleared or otherwise resolved before the agreement can be closed out.
19. Provide "as-built" drawings to the FAA in paper and electronic file transfer form. All field changes must be incorporated into the electronic files before submitting them to the FAA.
20. Additional FAA Telecommunications Infrastructure expenses may be discovered after the funded circuit request is made. The average amount based on historical circuit requests is approximately \$115,000. The FAA FTI Program recommends budgeting for this potential that may or may not occur. If a scope change to this agreement is required, we will notify the Sponsor per Article 10.

D. This agreement is not funded in whole or in part by an AIP grant.

ARTICLE 4. Points of Contact

A. FAA:

1. The FAA/ATO Eastern Service Area Planning and Requirements Group will provide administrative oversight of this Agreement. Mark Smith is the Lead Planner and liaison with the Sponsor and can be reached at 404-305-7305 or via email at mark.h.smith@faa.gov. This liaison is not authorized to make any commitment, or otherwise obligate the FAA, or authorize any changes which affect the estimated cost, period of performance, or other terms and conditions of this Agreement.
2. The FAA/ATO Technical Operations Albany Systems Support Center and New York Technical Operations Support Group will perform the scope of work included in this Agreement. Frank Tracy is the Albany Systems Support Center Manager and liaison with the Sponsor and can be reached at 518-862-0743 or via email at frank.tracey@faa.gov. This liaison is not authorized to make any commitment, or otherwise obligate the FAA, or authorize any changes which affect the estimated cost, period of performance, or other terms and conditions of this Agreement.

3. The execution, amendment, and administration of this Agreement must be authorized and accomplished by the FAA's Contracting Officer, Sonia O. Holguin who can be reached at 817-222-5109 or via email at Sonia.O.Holguin@faa.gov.

B. Sponsor:

Theodore Kusnierz, Chairman
Saratoga County Board of Supervisors
40 McMaster Street
Ballston Spa, NY 12020
(518) 885-2240

ARTICLE 5. Non-Interference with Operations

The Sponsor understands and hereby agrees that any relocation, replacement, or modification of any existing or future FAA facility, system, and/or equipment covered by this Agreement during its term or any renewal thereof made necessary by Sponsor improvements, changes, or other actions which in the FAA's opinion interfere with the technical and/or operations characteristics of an FAA facility, system, and/or piece of equipment will be at the expense of the Sponsor, except when such improvements or changes are made at the written request of the FAA. In the event such relocations, replacements, or modifications are necessitated due to causes not attributable to either the Sponsor or the FAA, the parties will determine funding responsibility.

ARTICLE 6. Property Transfer

- A. To the extent that the Sponsor provides any material associated with the Project, and to the extent that performance of the requirements of this Project results in the creation of assets constructed, emplaced, or installed by the Sponsor, all such material (buildings, equipment, systems, components, cable enclosures, etc.) and assets will be transferred to and become the property of the FAA upon project completion. For purposes of this Article 6, "project completion" means that FAA has inspected the specific equipment or construction, and has accepted it as substantially complete and ready for use. The creation of an additional agreement will not be required, unless such other agreement is required by the laws of the state in which the subject property is located. The Sponsor and FAA acknowledge by execution of this agreement the FAA will accept the fundamental responsibilities of ownership by assuming all operations and maintenance requirements for all property transferred to the FAA. The transfer of asset(s) will occur on the date the asset(s) is placed in service. It has been determined the subject transfer(s) to FAA is in the best interest of both the Sponsor and FAA.
- B. In order to ensure that the assets and materials subject to this Article remain fully accounted-for and operational, the Sponsor will provide the FAA any additional documents and publications that will enhance the FAA's ability to manage, maintain and track the assets being transferred. Examples may include, but are not limited to, operator manuals, maintenance publications, warranties, inspection reports, etc.

These documents will be considered required hand-off items upon Project completion.

ARTICLE 7. Estimated Costs

The estimated FAA costs associated with this Agreement are as follows:

DESCRIPTION OF REIMBURSABLE ITEM	ESTIMATED COST
Labor	
WB4060 Site Prep/Installation/Checkout	\$5,039.01
Labor Subtotal	\$5,039.01
Labor Overhead	\$1,001.76
Total Labor	\$6,040.77
Non-Labor	
WB4050 Construction	\$5,000.00
WB4060 Site Prep/Installation/Checkout	\$5,000.00
WB4080 Communications	\$75,821.64
Non-Labor Subtotal	\$85,821.64
Non-Labor Overhead	\$6,865.73
Total Non-Labor	\$92,687.37
TOTAL ESTIMATED COST	\$98,728.14

ARTICLE 8. Period of Agreement and Effective Date

The effective date of this Agreement is the date of the last signature. This Agreement is considered complete when the final invoice is provided to the Sponsor and a refund is sent or payment is received as provided for in Article 9 of this Agreement. This Agreement will not extend more than five years beyond its effective date.

ARTICLE 9. Reimbursement and Accounting Arrangements

- A. The Sponsor agrees to prepay the entire estimated cost of the Agreement. The Sponsor will send a copy of the executed Agreement and submit full advance payment in the amount stated in Article 7 to the Reimbursable Receipts Team listed in Section C of this Article. The advance payment will be held as a non-interest-bearing deposit. Such advance payment by the Sponsor must be received before the FAA incurs any obligation to implement this Agreement. Upon completion of this Agreement, the final costs will be netted against the advance payment and, as appropriate, a refund or final bill will be sent to the sponsor. Per U.S. Treasury guidelines, refunds under \$1.00 will not be processed. Additionally, FAA will not bill the sponsor for amounts less than \$1.00.
- B. The Sponsor certifies that arrangements for sufficient funding have been made to cover the estimated costs of the Agreement.

- C. The Reimbursable Receipts team is identified by the FAA as the billing office for this Agreement. The preferred method of payment for this agreement is via Pay.Gov. The sponsor can use a check or credit card to provide funding in this manner and receipt-processing time is typically within 3 working days. Alternatively, the sponsor can mail the payment to the address shown below. When submitting funding by mail, the Sponsor must include a copy of the executed Agreement and the full advance payment. All payments mailed to the FAA must include the Agreement number, Agreement name, Sponsor name, and project location. Payments submitted by mail are subject to receipt-processing delay of up to 10 working days.

FAA payment remittance address using USPS or overnight method is:

Federal Aviation Administration
Reimbursable Receipts Team
800 Independence Ave S.W.
Attn: Rm 612A
Washington D.C. 20591
Telephone: (202) 267-1307

The Sponsor hereby identifies the office to which the FAA will render bills for the project costs incurred as:

Saratoga County Department of Public Works
Attn: Commissioner, Chad M. Cooke P.E. M.P.A.
3654 Galway Road
Ballston Spa, NY 12020
Telephone: (518) 885-2235
ccooke@saratogacountyny.gov

- D. The FAA will provide a quarterly Statement of Account of costs incurred against the advance payment.
- E. The cost estimates contained in Article 7 are expected to be the maximum costs associated with this Agreement, but may be amended to recover the FAA's actual costs. If during the course of this Agreement actual costs are expected to exceed the estimated costs, the FAA will notify the Sponsor immediately. The FAA will also provide the Sponsor an amendment to the Agreement which includes the FAA's additional costs. The Sponsor agrees to prepay the entire estimated cost of the amendment. The Sponsor will send a copy of the executed amendment to the Agreement to the Reimbursable Receipts Team with the additional advance payment. Work identified in the amendment cannot start until receipt of the additional advance payment. In addition, in the event that a contractor performing work pursuant to the scope of this Agreement brings a claim against the FAA and the FAA incurs additional costs as a result of the claim, the Sponsor agrees to reimburse the FAA for the additional costs incurred whether or not a final bill or a refund has been sent.

ARTICLE 10. Changes and Amendments

Changes and/or amendments to this Agreement will be formalized by a written amendment that will outline in detail the exact nature of the change. Any amendment to this Agreement will be executed in writing and signed by the authorized representative of each party. The parties signing this Agreement and any subsequent amendment(s) represent that each has the authority to execute the same on behalf of their respective organizations. No oral statement by any person will be interpreted as amending or otherwise affecting the terms of the Agreement. Any party to this Agreement may request that it be amended, whereupon the parties will consult to consider such amendments.

ARTICLE 11. Termination

In addition to any other termination rights provided by this Agreement, either party may terminate this Agreement at any time prior to its expiration date, with or without cause, and without incurring any liability or obligation to the terminated party other than payment of amounts due and owing and performance of obligations accrued, in each case on or prior to the termination date, by giving the other party at least thirty (30) days prior written notice of termination. Payment of amounts due and owing may include all costs reimbursable under this Agreement, not previously paid, for the performance of this Agreement before the effective date of the termination; the total cost of terminating and settling contracts entered into by the FAA for the purpose of this Agreement; and any other costs necessary to terminate this Agreement. Upon receipt of a notice of termination, the receiving party will take immediate steps to stop the accrual of any additional obligations which might require payment. All funds due after termination will be netted against the advance payment and, as appropriate, a refund or bill will be issued.

ARTICLE 12. Order of Precedence

If attachments are included in this Agreement and in the event of any inconsistency between the attachments and the terms of this Agreement, the inconsistency will be resolved by giving preference in the following order:

- A. This Agreement
- B. The attachments

ARTICLE 13. Legal Authority

This Agreement is entered into under one or more of the following authorities: 49 U.S.C. § 106(l), 31 U.S. Code 6505 Intergovernmental Cooperation Act. Under these authorities, the Administrator of the FAA is authorized to enter into and perform such contracts, leases, cooperative agreements and other transactions as necessary to carry out the functions of the Administrator and the Administration on such terms and conditions as the Administrator considers appropriate. Nothing in this Agreement will be construed as incorporating by reference or implication any provision of Federal acquisition law or regulation.

ARTICLE 14. Disputes

Where possible, disputes will be resolved by informal discussion between the parties. In the event the parties are unable to resolve any dispute through good faith negotiations, the dispute will be resolved by alternative dispute resolution using a method to be agreed upon by the parties. The outcome of the alternative dispute resolution will be final unless it is timely appealed to the Administrator, whose decision is not subject to further administrative review and, to the extent permitted by law, is final and binding (see 49 U.S.C. § 46110).

ARTICLE 15. Warranties

The FAA makes no express or implied warranties as to any matter arising under this Agreement, or as to the ownership, merchantability, or fitness for a particular purpose of any property, including any equipment, device, or software that may be provided under this Agreement.

ARTICLE 16. Insurance

The Sponsor will arrange by insurance or otherwise for the full protection of itself from and against all liability to third parties arising out of, or related to, its performance of this Agreement. The FAA assumes no liability under this Agreement for any losses arising out of any action or inaction by the Sponsor, its employees, or contractors, or any third party acting on its behalf.

ARTICLE 17. Limitation of Liability

To the extent permitted by law, the Sponsor agrees to indemnify and hold harmless the FAA, its officers, agents and employees from all causes of action, suits or claims arising out of the work performed under this Agreement. However, to the extent that such claim is determined to have arisen from the act or omission by an officer, agent, or employee of the FAA acting within the scope of his or her employment, this hold harmless obligation will not apply and the provisions of the Federal Tort Claims Act, 28 U.S.C. § 2671, et seq., will control. The FAA assumes no liability for any losses arising out of any action or inaction by the Sponsor, its employees, or contractors, or any third party acting on its behalf. In no event will the FAA be liable for claims for consequential, punitive, special and incidental damages, claims for lost profits, or other indirect damages.

ARTICLE 18. Civil Rights Act

The Sponsor will comply with Title VI of the Civil Rights Act of 1964 relating to nondiscrimination in federally assisted programs.

ARTICLE 19. Protection of Information

The parties agree that they will take appropriate measures to identify and protect proprietary, privileged, or otherwise confidential information that may come into their possession as a result of this Agreement.

ARTICLE 20. Security

In the event that the security office determines that the security requirements under FAA Order 1600.72A applies to work under this Agreement, the FAA is responsible for ensuring that security requirements, including compliance with AMS clause 3.14.2.1, Contractor Personnel Suitability Requirements are met.

ARTICLE 21. Entire Agreement

This document is the entire Agreement of the parties, who accept the terms of this Agreement as shown by their signatures below. In the event the parties duly execute any amendment to this Agreement, the terms of such amendment will supersede the terms of this Agreement to the extent of any inconsistency. Each party acknowledges participation in the negotiations and drafting of this Agreement and any amendments thereto, and, accordingly that this Agreement will not be construed more stringently against one party than against the other. If this Agreement is not executed by the Sponsor within 120 calendar days after the FAA transmits it to the Sponsor, the terms contained and set forth in this Agreement shall be null and void. Additionally, the FAA expects this agreement to be funded within 120 days of execution, if funding is not received by that date; the FAA may exercise the right to renegotiate estimated costs.

AGREED:

**FEDERAL AVIATION
ADMINISTRATION**

SARATOGA COUNTY

SIGNATURE _____
NAME _____
TITLE Contracting Officer
DATE _____

SIGNATURE _____
NAME _____
TITLE _____
DATE _____



SARATOGA COUNTY

AGENDA ITEM REQUEST FORM

TO: Steve Bulger, County Administrator
Ridge Harris, Deputy County Administrator
Michelle Granger, County Attorney
Therese Connolly, Clerk of the Board
Stephanie Hodgson, Director of Budget

CC: John Warmt, Director of Purchasing
Jason Kemper, Director of Planning and Economic Development
Bridget Rider, Deputy Clerk of the Board
Matt Rose, Management Analyst
Audra Hedden, County Administrator's Office

DEPARTMENT: Department of Public Works

DATE: 9/7/23

COMMITTEE: Airport Improvement

1. Is a Resolution Required:

Yes, Contract Approval

2. Proposed Resolution Title:

Authorize an amendment to the contract with McFarland Johnson, Inc. in the amount of \$2,279,684 for construction administration and inspection services associated with the Airport Terminal project and amending the budget in relation thereto

3. Specific Details on what the resolution will authorize:

Authorize an amendment to the contract with McFarland Johnson, Inc. in the amount of \$2,279,684 for construction administration and inspection services associated with the Airport Terminal project and amending the budget in relation thereto.

This column must be completed prior to submission of the request.

County Attorney's Office
Consulted Yes

4. Is a Budget Amendment needed: YES or NO
 If yes, budget lines and impact must be provided.
 Any budget amendments must have equal and offsetting entries.

County Administrator's Office
 Consulted Yes

Please see attachments for impacted budget lines.
 (Use ONLY when more than four lines are impacted.)

Revenue

Account Number	Account Name	Amount
H2023.50-5031	Transfer from General Fund	\$774,128
H2023.50-3590	State Aid	\$1,405,556
H2023.50-4590	Federal Aid	\$100,000

Expense

Account Number	Account Name	Amount
A.90.920.990-H2023	Transfer to Capital Plan	\$774,128
H2023.50.100-7098	Professional Services	\$2,279,684

Fund Balance (if applicable): (Increase = additional revenue, Decrease = additional expenses)

Decrease A-0599.B Appropriated Fund Balance-Budgetary Amount: \$774,128
--

5. Identify Budget Impact (**Required**):

Other

- a. G/L line impacted noted above
- b. Budget year impacted 2023
- c. Details

The budget will be amended to accept these funds, authorize the related expenses and decrease fund balance by \$774,128.

6. Are there Amendments to the Compensation Schedule?

YES or NO (If yes, provide details)

a. Is a new position being created? Y N

Effective date

Salary and grade

b. Is a new employee being hired? Y N

Effective date of employment

Salary and grade

Appointed position:

Term

c. Is this a reclassification? Y N

Is this position currently vacant? Y N

Is this position in the current year compensation plan? Y N

Human Resources Consulted

7. Does this item require the awarding of a contract: Y N

a. Type of Solicitation **Professional Service**

b. Specification # (BID/RFP/RFQ/OTHER CONTRACT #)

c. If a sole source, appropriate documentation, including an updated letter, has been submitted and approved by Purchasing Department? Y N N/A

d. Vendor information (including contact name):

**McFarland Johnson, Inc.
Saratoga Springs, NY**

e. Is the vendor/contractor an LLC, PLLC, or partnership: **No**

f. State of vendor/contractor organization: **NY**

g. Commencement date of contract term: **Upon contract execution**

h. Termination of contract date: **upon project completion**

i. Contract renewal date and term: **N/A**

k. Is this a renewal agreement: Y N

l. Vendor/Contractor comment/remarks:

Purchasing Office Consulted
Yes

County Administrator's Office
Consulted **Yes**

8. Is a grant being accepted: YES or NO
- a. Source of grant funding:
State
 - b. Agency granting funds:
NYS DOT/FAA
 - c. Amount of grant:
\$1,405,556
 - d. Purpose grant will be used for:
Airport revitalization improvements
 - e. Equipment and/or services being purchased with the grant:
N/A
 - f. Time period grant covers:
through project completion
 - g. Amount of county matching funds:
\$774,128
 - h. Administrative fee to County:
N/A

9. Supporting Documentation:

- Marked-up previous resolution
- No Markup, per consultation with County Attorney
- Information summary memo
- Copy of proposal or estimate
- Copy of grant award notification and information
- Other Copy of proposal

10. Remarks:

The Board previously authorized McFarland Johnson design services for the Airport Terminal project through Resolution 316 of 2022.



EXHIBIT A
SCOPE OF SERVICES

FOR
Saratoga County Airport
Saratoga County, NY

CONSTRUCTION OBSERVATION AND ADMINISTRATION SERVICES
FOR NEW FIXED BASE OPERATOR (FBO) TERMINAL

PROJECT DESCRIPTION

This project (PROJECT) consists of a new Fixed Base Operator (FBO) Terminal at the Saratoga County Airport as awarded by the New York State Department of Transportation Upstate Airport Economic Development and Revitalization Grant Program in September of 2022 and as designed by McFarland-Johnson, Inc (CONSULTANT) and approved by the New York State Department of Transportation (NYSDOT) to include the following:

- Demolition of existing Hangar 1
- Redevelopment of the entrance corridor and existing parking area
- Construction of a new fixed base operator terminal building with:
 - new waiting areas;
 - restaurant shell space;
 - rental car lease space;
 - advertisement display lease opportunities;
 - conference room space;
 - weather information access;
 - pilot lounge area; and
 - connected roughly 19,000 square-foot hangar space.
- Installation of solar panel array on the hangar portion of new building
- Rehabilitation of the West Itinerant Apron adjacent to the new terminal building

The PROJECT will be completed by Saratoga County (SPONSOR), with grant assistance from NYSDOT and the Federal Aviation Administration (FAA). When FAA grant assistance is included in a contract, the FAA's Disadvantaged Business Enterprise (DBE) Requirements will be included in that contract; otherwise, the NYSDOT's Minority Business Enterprise (MBE), Women Business Enterprise (WBE), and Service-Disabled Veterans Business (SDVOB) will be included. NYSDOT M/WBE and SDVOB participation will be reported through the New York State Equitable Business Opportunities (EBO) on-line reporting system.



The following construction bid packages have been developed and will be let with the goal of achieving substantial completion of construction by February of 2025. The anticipated bid packages are as follows:

- Package 1: Hangar 1 Demolition
 - Funding: NYSDOT
 - Letting: 9/6/23
 - NTP: 10/16/23
 - Substantial Completion: 12/15/23
 - End of Construction: 12/30/23

- Package 2: Building and Site
 - Funding: FAA & NYSDOT
 - Letting: 10/27/23
 - NTP: 12/18/23
 - Substantial Completion: 2/28/25
 - End of Construction: 6/15/25

- Package 3: West Apron Rehabilitation
 - Funding: FAA & NYSDOT
 - Letting: 12/23/23
 - NTP: 5/1/24
 - Substantial Completion: 6/30/24
 - End of Construction: 7/15/24

SCOPE OF WORK

The CONSULTANT shall provide the following professional services under this contract as related to the above-described project including project administration, grants administration, and full-time resident observation services during the Construction Phase(s). The CONSULTANT will engage, contract, and coordinate with qualified sub-consultants to complete the following identified scopes of work. For detailed scopes from major sub consultants see Attachment 1.



Firm	Scope of Work
McFarland Johnson	Project Management, Construction Observation, Mechanical, Electrical, Plumbing, Aviation, Site, Grant Admin
Fennick McCredie Architecture Ltd (FM)	Architecture
Popli Design Group (PDG)	Structural Engineering
Studio A Landscape Architecture and Engineering, DPC (SA)	Landscape Architecture
Atlantic Testing Laboratories	Special Inspections – Building
Atlantic Testing Laboratories	Construction Material Testing

The construction activity, including temporary construction activity to support the construction of permanent features, is being phased with the intent of minimizing impacts on airport operations. It is anticipated that three (3) Prime Construction Contracts will be awarded to CONTRACTORS for the packages referenced above. It is anticipated that construction will start October 15, 2023 with substantial completion by February 28, 2025, and final acceptance in June of 2025.

Professional services to be provided by the CONSULTANT shall include the following:

A. ADMINISTRATION/PROJECT MANAGEMENT:

Services provided for under this phase typically include:

1. **Consultation:** CONSULTANT shall provide advice to the SPONSOR during construction, including the holding of three pre-construction conferences, three substantial completion conferences, and three final inspection conferences as required by the FAA and NYSDOT.
2. **Project Development.** The preparation of data for use by the FAA and NYSDOT in the funding of the project. The CONSULTANT will prepare a draft scope of work incorporating the necessary provisions to complete all project components in a timely manner. The Scope of Work will be distributed to the SPONSOR, FAA, and NYSDOT for review and comment. A fee summary will be prepared based upon the approved final scope of work.

The CONSULTANT will prepare the FAA Grant Application paperwork for signature by the SPONSOR. The application will include the following information:

- Application for Federal Assistance (Standard Form 424)
- Project Approval Information, Part II (FAA Form 5100-101)



- Project Approval Information, Part IV- Program Narrative
 - Project Funding Summary
 - Consultant Scope of Work
 - Consultant Fee
 - Sponsor Certifications
 - Sponsor Grant Assurances
3. **Contract Document Preparation:** The CONSULTANT shall assist the SPONSOR in preparing and reviewing Contract Documents, including the completion of a conformed set of plans and specifications for each bid package. The conformed documents will incorporate all Addenda items into the project manual and project plans, with these modifications clearly noted.
4. **Procurement of Special Services:** The CONSULTANT shall procure subcontracting services for construction support services such as architectural by FM, structural by PDG, landscape architecture by SA, special inspections, and material testing necessary for completion of the work to be done under this contract. This includes the preparation of the necessary subcontract documents, negotiation, and/or bid solicitation and award. Subtasks to complete this task are as follows:
- The CONSULTANT will develop testing requirements based upon FAA AC 150/5370-10H and the New York State Building Code. Using this information, the CONSULTANT will develop and administer a field and laboratory material testing and special inspection program.
 - The CONSULTANT will coordinate the work of the testing firm(s) with the Contractor's work and the Airport. This task will include scheduling testing firm(s) so they are available and present when materials needing testing are installed.
 - The CONSULTANT will review the deliverables of the testing firm(s) for conformity to the requirements of the RFP. This task includes review of subconsultant invoices for accuracy and completeness for inclusion in the CONSULTANT's invoices to the SPONSOR.
5. **Site Visits:** The CONSULTANT's Project Manager or Project Senior Engineer shall make visits to the site at intervals appropriate to the various stages of construction as the CONSULTANT deems necessary, in order to observe the progress and adherence to the Contract Documents of the various aspects of the CONTRACTOR(s)' work. It is anticipated that the Project Manager will visit the site a minimum of twice a week during the construction contract period. A total of 120 visits is anticipated.



FM, PDG, and SA shall also make visits to the site at intervals appropriate to the various stages of construction to observe the progress and adherence to the Contract Documents of the various aspects of the CONTRACTOR(s)' work.

6. **Shop Drawings and Requests for Information (RFI)**: The CONSULTANT, FM, PDG, and SA shall review and take other appropriate action with respect to Shop Drawings, Material Submittals, Samples and other data which the CONTRACTOR(s) are required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a function of the whole as indicated in the Contract Documents. Such reviews and approvals or other action shall not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incidental thereto.

7. **Meetings**: The CONSULTANT, FM, PDG, and SA shall participate in the following additional meetings other than noted in Item 1 above:
- 70 weekly CONTRACTOR construction progress meetings
- These administrative meetings will be attended by the CONSULTANT's RPR and Project Manager and may be in person or via teleconference and will review scheduling of construction, deliveries, coordination with airport operations, and coordination of activities with the Airport's FBO and tenants.

The CONSULTANT and FM shall participate in the following additional meetings other than noted in Item 1 above:

- 16 monthly NYSDOT and/or FAA meetings
- These administrative meetings will be attended by the CONSULTANT's Project Manager and may be in person or via teleconference and will review construction scheduling, the project budget, and grant funding.

The CONSULTANT's RPR and Project Manager will also attend weekly meeting with the Airport's FBO to review scheduled construction activity as it relates to airport operations and coordinate the issuance of appropriate Notices to Air Missions (NOTAMs) by the FBO.

8. **Construction Management Plan**: CONSULTANT shall prepare a Construction Management Plan in accordance with FAA requirements for the project, including identification of key staff, their experience and duties on this project. The plan will also identify key materials testing, special inspection, and commissioning requirements for the project, identify how these requirements will be addressed, and the parties responsible for addressing each requirement.



B. CONSTRUCTION OBSERVATION:

It is anticipated that during construction a combination of the following on-site staff will be required: Resident Project Representative (RPR) and Inspector (I). Construction observation services shall be provided by a competent full-time RPR familiar with airport operations at a facility similar to that of the SPONSOR’s employed by the CONSULTANT. The RPR shall be assisted by an Inspector or two as needed by Construction activity. The assumed level of effort is summarized below.

Package	RPR Staff	I Staff	Duration (months)	Duration (workdays)	Length of Workday
(1) Hanar 1 Demo	(1) Full Time	(1) Half Time	2	45	10 hrs
(2) Building & Site	(1) Full Time	(1) Full Time	19	415	10 hrs
(3) Apron Rehab	(1) Full Time	(1) Half Time	2	45	10 hrs

1. Applications for Payment: Based on 1) CONSULTANT’s on-site observations of work progress; 2) information provided by the RPR and I; 3) review of the applications for payment including the accompanying data and schedules:

- a. CONSULTANT shall determine the amounts owing the CONTRACTOR(s) and recommend in writing payments to CONTRACTOR(s) in such amounts. Such recommendations of payment will constitute a representation to the SPONSOR based on such observations and review, that the work has progressed to the point indicated, and that, to the best of the CONSULTANT’s knowledge, information and belief, the quality of such work is generally in accordance with the Contract Documents (subject to an evaluation of such work as to a functioning whole prior to, or upon, Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and to any other qualifications stated in the recommendation). In the case of unit price work, CONSULTANT’s recommendations of payment will include final determinations of quantities and classifications of such work (subject to any subsequent adjustments allowed by the Contract Documents).
- b. By recommending any payment, CONSULTANT will not thereby be deemed to have represented that exhaustive, continuous or detailed reviews or examination have been made by CONSULTANT to check the quality or quantity of CONTRACTOR(s) work as it is furnished and performed beyond the responsibilities specifically assigned to CONSULTANT in the Agreement and the Contract Documents. CONSULTANT agrees that it will exercise reasonable professional judgement in verifying that the adherence to the Contract Documents and quantity of the work meets the requirements of the Contract Documents for which CONSULTANT is contractually



responsible. CONSULTANT's review of CONTRACTOR(s)' work for the purposes of recommending payments will not impose on CONSULTANT responsibility to supervise, direct, or control such work or for the means, methods, techniques, sequences, direct, or procedures of construction or safety precautions or programs incident thereto or CONTRACTOR(s) compliance with laws, rules, regulations, ordinances, codes, or orders applicable to their furnishing and performing the work. It will also not impose responsibility on CONSULTANT to make any examination to ascertain how or for what purpose any CONTRACTOR has used the monies paid on account of the Contract Price, or to determine that title to any of the work, materials, or equipment has passed to SPONSOR free and clear of any lien, claims, security interests, or encumbrances, or that there may not be other matters at issue between SPONSOR and CONTRACTOR(s) that might affect the amount that should be paid.

2. **Resident Review:** Provide technical observation of construction by a full-time RPR, I, and supporting staff, who will also:
 - a. Maintain a project record in conformance with the Federal Aviation Administration and Manual of Uniform Record Keeping (MURK), adopted for use on an Airport Improvement Project, (AIP).
 - b. Complete, review, and verify requests for periodic and final payments for CONTRACTOR(s).
 - c. Assist SPONSOR in preparation of partial and final requests for reimbursement for State and Federal aid.
 - d. Prepare, compile, and negotiate change order documentation and supplemental agreements with the CONTRACTOR(s) on behalf of the SPONSOR.
 - e. Conduct project coordination meetings on site with all interested parties, and coordinate documentation of these meetings.
 - f. The CONSULTANT will employ a qualified material testing firm experienced with geotechnical and construction materials laboratory and field testing including Soil Bearing Strengths, Granular Subbase and Base course materials, Bituminous Asphalt mixtures, and Portland Cement Concrete mixtures. The CONSULTANT shall assure that all Federal and State requirements, as applicable to specified materials and construction, are adhered to.



- b. Shall not exceed limitations of the CONSULTANT's authority as set forth in the agreement or the Construction Contract Documents.
 - c. Shall not undertake any of the responsibilities of CONTRACTOR, subcontractors or CONTRACTOR's superintendent.
 - d. Shall not advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of the construction unless such advice or directions are specifically required by Contract Documents.
 - e. Shall not advise on, issue directions regarding or assume control over safety precautions and programs in connection with the work.
 - f. Shall not accept Shop Drawing or sample submittals from anyone other than the CONSULTANT.
 - g. Shall not authorize SPONSOR to occupy the Project in whole or in part.
 - h. Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by SPONSOR.
9. **Responsibilities/duties of Construction Observation Staff:** In general, the on-site RPR, I, and staff are responsible for monitoring construction activity on the project and documenting their observations in a formal project record. The formal project record for this project will follow the format and guidelines of the MURK system adopted for an airport project.

The formal project record consists of the following entries and duties:

- a. CONSULTANT's Project Diary
- b. Preparation of FAA Weekly Reports
- c. Prime/Subcontractor Work Summary
- d. Preparation of Material Acceptance Reports
- e. Preparation of Certification and Testing Log Book
- f. Review Subcontractor approval forms
- g. Prepare statement of days charged on a weekly basis



- h. Conduct Wage Rate Interviews with prime and/or subcontractor employees
- i. Conduct project meetings with SPONSOR and CONTRACTORS
- j. Field measure quantities on a weekly basis
- k. Collect and monitor weekly payrolls for Davis Bacon Act Compliance
- l. Review and/or preparation of Periodic Payment Requests
- m. Record deviations from the contract plans for preparation of Record Drawings
- n. Preparation and review of Change Orders/Force Account Work
- o. Preparation and updating the overall project construction schedule on a monthly basis based on the construction schedules submitted by the CONTRACTORS.

The RPR is also responsible for monitoring construction activity as it relates to airport operations and coordination of construction activities with airport FBO staff, including appropriate NOTAM's. The RPR will monitor work for compliance with NOTAM's, however, the RPR will not issue NOTAM's.

10. **Contract Period:** CONSULTANT agrees to provide the services in this phase of the Agreement during the construction contracts period, which is estimated to be a total of 578 calendar days starting in October 2023, with substantial completion in February 2025 as required by NYSDOT, and final project acceptance in June of 2025. Additionally, project initiation, administration, and project closeout are anticipated to include 30 calendar days prior to the notice to proceed and 150 calendar days after final project acceptance to complete the project records.

The fee contained in Exhibit "B" is based on the stated anticipated hours of effort. If these hours are exceeded, through no fault of the CONSULTANT, the CONSULTANT shall be entitled to additional compensation.

C. **GRANT ADMINISTRATION / PROJECT CLOSEOUT:**

1. **Grant Administration**

- a. A Grant Administrator will be assigned to the Project.



- b. The Grant Administrator will assist the SPONSOR with reimbursement requests to the funding agencies. The project duration requiring this task is estimated to be twelve (19) months.
 - c. Grant Administration services provided herein apply to the construction observation phase only.
 - d. Grant Administration services shall also include necessary reporting and processing of FAA and NYSDOT required paperwork.
 - e. The Grant Administrator will coordinate electronic transfer processing of federal funds on behalf of the SPONSOR, when requested by the SPONSOR.
2. **Closeout:** The grant closeout entails obtaining records from the SPONSOR and organizing the project documents to conform with FAA and NYSDOT requirements for closing out a federally and state funded project. During the period from the submittal of the final paperwork and the audit to close the project, the CONSULTANT will field any questions from the funding agencies as well as the SPONSOR.
 3. **Record Plans:** The CONSULTANT will prepare and furnish a PDF electronic version of the Record Plans for the completed project to the SPONSOR. Copies will also be provided to the FAA and NYSDOT, if required. The record plans must be supplied as a requirement of the contract. The Record plans will be based on as-built drawings required to be submitted by the CONTRACTOR(s) and reviewed by the CONSULTANT. These plans will show the completed construction per the CONTRACTOR's records, as reviewed by the CONSULTANT. These Record Plans are, however, not to be construed as being 100 percent accurate.
 4. **Construction Testing and Quality Control Report:** The CONSULTANT will prepare and furnish a PDF electronic version of the final Construction Testing and Quality Control Report for the completed project to the SPONSOR. Copies will also be provided to the FAA and NYSDOT, as required. This report will provide a summary of the documented results of Quality Control Testing and Special Inspections completed over the course of the project.

D. SCHEDULE

The CONSULTANT agrees to complete the work of the Agreement in a manner satisfactory to the SPONSOR within the following schedule:



Completion of Scope of Services: within twenty-four (24) months after receipt of an executed copy of this agreement from the SPONSOR accompanied by a resolution from its governing body authorizing said execution or within such extended periods as agreed to by the SPONSOR;

Construction Observation Portion: within nineteen (19) months after award of a construction contract and or within such extended periods as agreed to by the SPONSOR;

The CONSULTANT agrees to perform the services during the Construction Observation Portion of this agreement during the construction contract period estimated to be as follows:

		<u>Working Days</u>
Pre-Construction:	Project Manager:	30 @ 4 hrs.
	Senior Project Engineer:	30 @ 6 hrs.
	Resident Project Representative	30 @ 8 hrs.
Construction Contracts:	Project Manager:	210 @ 3 hrs.
	Senior Project Engineer:	210 @ 6 hrs.
	Resident Project Representative:	415 @ 10 hrs.
	Inspector:	305 @ 10 hrs.
Post Construction:	Project Manager:	60 @ 2 hrs.
	Senior Project Engineer:	60 @ 4 hrs.
	Resident Project Representative	60 @ 4 hrs.

NOTE: THIS TABULATION DOES NOT INCLUDE ALL EXPECTED EFFORT BY CONSULTANT.

ASSUMPTIONS

- Asbestos Contaminated Material (ACM), Hazardous Material Inventory (HMI), Lead Contaminated Material (LCM), and Contaminated Soils, sampling, testing, abatement, and air monitoring are not included in this Scope of Services. Should this work become required by SPONSOR based on unforeseen conditions during construction, this contract may be amended to include these items of work, or SPONSOR may contract for provision of these items of work in a separate contract.
- When FAA grant assistance is included in a contract, the FAA's Disadvantaged Business Enterprise (DBE) Requirements will be included in that contract; otherwise, the NYSDOT's DBE requirements including Minority Business Enterprise (MBE), Women Business Enterprise (WBE), and Service-Disabled Veterans Business (SDVOB) will be included.



EXHIBIT A
SCOPE OF SERVICES

FOR
Saratoga County Airport
Saratoga County, NY

CONSTRUCTION OBSERVATION AND ADMINISTRATION SERVICES
FOR NEW FIXED BASE OPERATOR (FBO) TERMINAL

PROJECT DESCRIPTION

This project (PROJECT) consists of a new Fixed Base Operator (FBO) Terminal at the Saratoga County Airport as awarded by the New York State Department of Transportation Upstate Airport Economic Development and Revitalization Grant Program in September of 2022 and as designed by McFarland-Johnson, Inc (CONSULTANT) and approved by the New York State Department of Transportation (NYSDOT) to include the following:

- Demolition of existing Hangar 1
- Redevelopment of the entrance corridor and existing parking area
- Construction of a new fixed base operator terminal building with:
 - new waiting areas;
 - restaurant shell space;
 - rental car lease space;
 - advertisement display lease opportunities;
 - conference room space;
 - weather information access;
 - pilot lounge area; and
 - connected roughly 19,000 square-foot hangar space.
- Installation of solar panel array on the hangar portion of new building
- Rehabilitation of the West Itinerant Apron adjacent to the new terminal building

The PROJECT will be completed by Saratoga County (SPONSOR), with grant assistance from NYSDOT and the Federal Aviation Administration (FAA). When FAA grant assistance is included in a contract, the FAA's Disadvantaged Business Enterprise (DBE) Requirements will be included in that contract; otherwise, the NYSDOT's Minority Business Enterprise (MBE), Women Business Enterprise (WBE), and Service-Disabled Veterans Business (SDVOB) will be included. NYSDOT M/WBE and SDVOB participation will be reported through the New York State Equitable Business Opportunities (EBO) on-line reporting system.



The following construction bid packages have been developed and will be let with the goal of achieving substantial completion of construction by February of 2025. The anticipated bid packages are as follows:

- Package 1: Hangar 1 Demolition
 - Funding: NYSDOT
 - Letting: 9/6/23
 - NTP: 10/16/23
 - Substantial Completion: 12/15/23
 - End of Construction: 12/30/23

- Package 2: Building and Site
 - Funding: FAA & NYSDOT
 - Letting: 10/27/23
 - NTP: 12/18/23
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- Package 3: West Apron Rehabilitation
 - Funding: FAA & NYSDOT
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SCOPE OF WORK

The CONSULTANT shall provide the following professional services under this contract as related to the above-described project including project administration, grants administration, and full-time resident observation services during the Construction Phase(s). The CONSULTANT will engage, contract, and coordinate with qualified sub-consultants to complete the following identified scopes of work. For detailed scopes from major sub consultants see Attachment 1.



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The construction activity, including temporary construction activity to support the construction of permanent features, is being phased with the intent of minimizing impacts on airport operations. It is anticipated that three (3) Prime Construction Contracts will be awarded to CONTRACTORS for the packages referenced above. It is anticipated that construction will start October 15, 2023 with substantial completion by February 28, 2025, and final acceptance in June of 2025.

Professional services to be provided by the CONSULTANT shall include the following:

A. ADMINISTRATION/PROJECT MANAGEMENT:

Services provided for under this phase typically include:

1. **Consultation:** CONSULTANT shall provide advice to the SPONSOR during construction, including the holding of three pre-construction conferences, three substantial completion conferences, and three final inspection conferences as required by the FAA and NYSDOT.
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- Project Approval Information, Part IV- Program Narrative
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5. **Site Visits:** The CONSULTANT's Project Manager or Project Senior Engineer shall make visits to the site at intervals appropriate to the various stages of construction as the CONSULTANT deems necessary, in order to observe the progress and adherence to the Contract Documents of the various aspects of the CONTRACTOR(s)' work. It is anticipated that the Project Manager will visit the site a minimum of twice a week during the construction contract period. A total of 120 visits is anticipated.



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It is anticipated that during construction a combination of the following on-site staff will be required: Resident Project Representative (RPR) and Inspector (I). Construction observation services shall be provided by a competent full-time RPR familiar with airport operations at a facility similar to that of the SPONSOR’s employed by the CONSULTANT. The RPR shall be assisted by an Inspector or two as needed by Construction activity. The assumed level of effort is summarized below.

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responsible. CONSULTANT's review of CONTRACTOR(s)' work for the purposes of recommending payments will not impose on CONSULTANT responsibility to supervise, direct, or control such work or for the means, methods, techniques, sequences, direct, or procedures of construction or safety precautions or programs incident thereto or CONTRACTOR(s) compliance with laws, rules, regulations, ordinances, codes, or orders applicable to their furnishing and performing the work. It will also not impose responsibility on CONSULTANT to make any examination to ascertain how or for what purpose any CONTRACTOR has used the monies paid on account of the Contract Price, or to determine that title to any of the work, materials, or equipment has passed to SPONSOR free and clear of any lien, claims, security interests, or encumbrances, or that there may not be other matters at issue between SPONSOR and CONTRACTOR(s) that might affect the amount that should be paid.

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 - a. Maintain a project record in conformance with the Federal Aviation Administration and Manual of Uniform Record Keeping (MURK), adopted for use on an Airport Improvement Project, (AIP).
 - b. Complete, review, and verify requests for periodic and final payments for CONTRACTOR(s).
 - c. Assist SPONSOR in preparation of partial and final requests for reimbursement for State and Federal aid.
 - d. Prepare, compile, and negotiate change order documentation and supplemental agreements with the CONTRACTOR(s) on behalf of the SPONSOR.
 - e. Conduct project coordination meetings on site with all interested parties, and coordinate documentation of these meetings.
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 - e. Shall not advise on, issue directions regarding or assume control over safety precautions and programs in connection with the work.
 - f. Shall not accept Shop Drawing or sample submittals from anyone other than the CONSULTANT.
 - g. Shall not authorize SPONSOR to occupy the Project in whole or in part.
 - h. Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by SPONSOR.
9. **Responsibilities/duties of Construction Observation Staff:** In general, the on-site RPR, I, and staff are responsible for monitoring construction activity on the project and documenting their observations in a formal project record. The formal project record for this project will follow the format and guidelines of the MURK system adopted for an airport project.

The formal project record consists of the following entries and duties:

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- b. Preparation of FAA Weekly Reports
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- d. Preparation of Material Acceptance Reports
- e. Preparation of Certification and Testing Log Book
- f. Review Subcontractor approval forms
- g. Prepare statement of days charged on a weekly basis



- h. Conduct Wage Rate Interviews with prime and/or subcontractor employees
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- k. Collect and monitor weekly payrolls for Davis Bacon Act Compliance
- l. Review and/or preparation of Periodic Payment Requests
- m. Record deviations from the contract plans for preparation of Record Drawings
- n. Preparation and review of Change Orders/Force Account Work
- o. Preparation and updating the overall project construction schedule on a monthly basis based on the construction schedules submitted by the CONTRACTORS.

The RPR is also responsible for monitoring construction activity as it relates to airport operations and coordination of construction activities with airport FBO staff, including appropriate NOTAM's. The RPR will monitor work for compliance with NOTAM's, however, the RPR will not issue NOTAM's.

- 10. Contract Period:** CONSULTANT agrees to provide the services in this phase of the Agreement during the construction contracts period, which is estimated to be a total of 578 calendar days starting in October 2023, with substantial completion in February 2025 as required by NYSDOT, and final project acceptance in June of 2025. Additionally, project initiation, administration, and project closeout are anticipated to include 30 calendar days prior to the notice to proceed and 150 calendar days after final project acceptance to complete the project records.

The fee contained in Exhibit "B" is based on the stated anticipated hours of effort. If these hours are exceeded, through no fault of the CONSULTANT, the CONSULTANT shall be entitled to additional compensation.

C. GRANT ADMINISTRATION / PROJECT CLOSEOUT:

1. Grant Administration

- a. A Grant Administrator will be assigned to the Project.



- b. The Grant Administrator will assist the SPONSOR with reimbursement requests to the funding agencies. The project duration requiring this task is estimated to be twelve (19) months.
 - c. Grant Administration services provided herein apply to the construction observation phase only.
 - d. Grant Administration services shall also include necessary reporting and processing of FAA and NYSDOT required paperwork.
 - e. The Grant Administrator will coordinate electronic transfer processing of federal funds on behalf of the SPONSOR, when requested by the SPONSOR.
2. **Closeout:** The grant closeout entails obtaining records from the SPONSOR and organizing the project documents to conform with FAA and NYSDOT requirements for closing out a federally and state funded project. During the period from the submittal of the final paperwork and the audit to close the project, the CONSULTANT will field any questions from the funding agencies as well as the SPONSOR.
 3. **Record Plans:** The CONSULTANT will prepare and furnish a PDF electronic version of the Record Plans for the completed project to the SPONSOR. Copies will also be provided to the FAA and NYSDOT, if required. The record plans must be supplied as a requirement of the contract. The Record plans will be based on as-built drawings required to be submitted by the CONTRACTOR(s) and reviewed by the CONSULTANT. These plans will show the completed construction per the CONTRACTOR's records, as reviewed by the CONSULTANT. These Record Plans are, however, not to be construed as being 100 percent accurate.
 4. **Construction Testing and Quality Control Report:** The CONSULTANT will prepare and furnish a PDF electronic version of the final Construction Testing and Quality Control Report for the completed project to the SPONSOR. Copies will also be provided to the FAA and NYSDOT, as required. This report will provide a summary of the documented results of Quality Control Testing and Special Inspections completed over the course of the project.

D. SCHEDULE

The CONSULTANT agrees to complete the work of the Agreement in a manner satisfactory to the SPONSOR within the following schedule:



Completion of Scope of Services: within twenty-four (24) months after receipt of an executed copy of this agreement from the SPONSOR accompanied by a resolution from its governing body authorizing said execution or within such extended periods as agreed to by the SPONSOR;

Construction Observation Portion: within nineteen (19) months after award of a construction contract and or within such extended periods as agreed to by the SPONSOR;

The CONSULTANT agrees to perform the services during the Construction Observation Portion of this agreement during the construction contract period estimated to be as follows:

		<u>Working Days</u>
Pre-Construction:	Project Manager:	30 @ 4 hrs.
	Senior Project Engineer:	30 @ 6 hrs.
	Resident Project Representative	30 @ 8 hrs.
Construction Contracts:	Project Manager:	210@ 3 hrs.
	Senior Project Engineer:	210 @ 6 hrs.
	Resident Project Representative:	415 @ 10 hrs.
	Inspector:	305 @ 10 hrs.
Post Construction:	Project Manager:	60 @ 2 hrs.
	Senior Project Engineer:	60 @ 4 hrs.
	Resident Project Representative	60 @ 4 hrs.

NOTE: THIS TABULATION DOES NOT INCLUDE ALL EXPECTED EFFORT BY CONSULTANT.

ASSUMPTIONS

- Asbestos Contaminated Material (ACM), Hazardous Material Inventory (HMI), Lead Contaminated Material (LCM), and Contaminated Soils, sampling, testing, abatement, and air monitoring are not included in this Scope of Services. Should this work become required by SPONSOR based on unforeseen conditions during construction, this contract may be amended to include these items of work, or SPONSOR may contract for provision of these items of work in a separate contract.
- When FAA grant assistance is included in a contract, the FAA's Disadvantaged Business Enterprise (DBE) Requirements will be included in that contract; otherwise, the NYSDOT's DBE requirements including Minority Business Enterprise (MBE), Women Business Enterprise (WBE), and Service-Disabled Veterans Business (SDVOB) will be included.

EXHIBIT B
New FBO Terminal CA
Saratoga County Airport
Saratoga County, New York

Draft
September 2023

FEE SUMMARY

	CONSTRUCTION SERVICES
1. DIRECT TECHNICAL LABOR	\$441,993.34
2. ESTIMATED OVERHEAD EXPENSES AND PAYROLL BURDEN Based on Percentage of Direct Salary Cost (exclusive of Premium Pay) with the estimated Percentage being 175.00 %	\$773,488.35
3. SUBTOTAL OF ITEMS 1 & 2	\$1,215,481.69
4. FIXED FEE / PROFIT	\$182,322.25
5. DIRECT EXPENSES	\$79,182.00
6. SUBCONSULTANT COSTS	\$706,697.19
Fennick McCredie Architecture LTD (estimate)	\$600,000
Popli Design Group	\$95,968
Studio A Landscape Architecture and Engineering, DPC	\$10,729
7. SUBCONTRACT COSTS - (ESTIMATE)	\$65,000.00
ATL (Material Testing-estimate)	\$15,000
ATL (Special Inspections-estimate)	\$50,000
8. OVERTIME PREMIUM	\$31,000.00
9. TOTAL FEE ESTIMATE	\$2,279,683.13
10. TOTAL FEE FOR ALL SERVICES	\$2,279,684

NOTE: Authorized hours worked in excess of forty per week are subject to a premium time charge

New FBO Terminal CA					
Saratoga County Airport					
Saratoga County, New York					
Draft					
September 2023					
McFARLAND-JOHNSON LABOR RATES					
DIRECT TECHNICAL LABOR					
			<u>CURRENT</u>	<u>PROJECT</u>	<u>2023</u>
			<u>AVG. RATE</u>	<u>AVG. RATE</u>	<u>MAX. RATE</u>
<u>CLASSIFICATION</u>					
	Vice President (VP)		\$103.12	\$107.66	\$103.12
	Division Director/Reg.Div.Director (DD)		\$87.35	\$91.19	\$98.00
	Senior Project Manager (SPM)		\$65.25	\$68.12	\$85.88
	Senior Engineer (SE)		\$45.51	\$47.51	\$53.20
	Junior Engineer/Planner/Envrmtlst (JEP2)		\$33.45	\$34.92	\$37.00
	Technician Supervisor (TS)		\$50.00	\$52.20	\$51.50
	Technician (T)		\$34.33	\$35.84	\$38.60
	Junior Technician (JT)		\$20.80	\$21.72	\$20.80
	Resident Inspector (RI)		\$51.03	\$53.28	\$56.46
	Senior Inspector (SI)		\$44.95	\$46.93	\$50.88
	Inspector (I)		\$28.00	\$29.23	\$40.04
	Assume Notice to Proceed:	9/15/2023			
	Design Project Duration (months):	24			
	Assume Salary Escalation:	4.0%			
		Compounded	% Work	Effective	
Year		Escalation Factor	in year	%	
2023		1.000	10.0%	10.0%	
2024		1.040	70.0%	72.8%	
2025		1.082	20.0%	21.6%	
			100.0%	104.4%	

New FBO Terminal CA

Saratoga County Airport

Saratoga County, New York

**Draft
September 2023**

DIRECT COSTS

	CONSTRUCTION SERVICES
Travel Related Costs:	
Vehicle Cost Plus Fuel	\$52,504
Per Diem	\$25,918
Reproduction	
CADD Plots	
Prints	\$500
Photocopies	
Photo Costs	
Telephone/Fax:	
Postage/Delivery	\$210
Miscellaneous	\$50
	\$79,182

Draft
 September 2023

ESTIMATED HOURS

		HOURS BY CLASSIFICATION											
		VP	DD	SPM	SE	JEP2	TS	T	JT	RI	SI	I	SUM
		\$107.66	\$91.19	\$68.12	\$47.51	\$34.92	\$52.20	\$35.84	\$21.72	\$53.28	\$46.93	\$29.23	
PHASE/TASK	DESCRIPTION												
	Administration/Project Management	10	8	792	425	374	8		8				1625
A.1.	Consultation	2		16	25								43
A.2.	Project Development	2	4	4			8		8				26
A.3.	Contract Documents			8	20	32							60
A.4.	Procurement of Special Services	2	4	8		4							18
A.5.	Site Visits			528	150	70							748
A.6.	Shop Drawing / Submittal Review			116	128	166							410
A.7.	Meetings	4		108	86	78							276
A.8.	Construction Management Plan			4	16	24							44
	Construction Observation			38	45	12	36			4254		3124	7509
B.1.	Applications for Payment			4	9		36			36		18	103
B.2.	Resident Review									4150		3050	7200
B.3.	Progress Reports									20		20	40
B.4.	Completion Documents			6						24		12	42
B.5.	Substantial Completion			24	24					24		24	96
B.6.	Completion Certificates			4	12	12							28
	Grant Administration / Project Closeout	4	8	56	32	20	236		140	80		20	596
C.1.	Grant Administration	4	4				100		100				208
C.2.	Closeout		4	32			104		40				180
C.3.	Record Plans			20	16		32			80		20	168
C.4.	Construction Testing and QC Report			4	16	20							40
Total Hours - Construction Services		14	16	886	502	406	280		148	4334		3144	9730
Total Labor Cost - Construction Services		1507.24	1459.04	60354.3	23850	14178	14616		3214.56	230916		91899.1	441993



11/15/22

SARATOGA COUNTY BOARD OF SUPERVISORS

RESOLUTION 316 - 2022

Airport Improvement Committee

Introduced by ~~Buildings and Grounds: Supervisors M. Veitch, Connolly, Grasso, Lant, Ostrander, Raymond and Smith~~

AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH MCFARLAND JOHNSON, INC. FOR ENGINEERING DESIGN AND BID SERVICES ASSOCIATED WITH THE AIRPORT TERMINAL PROJECT AT THE SARATOGA COUNTY AIRPORT, AND AMENDING THE 2022 COUNTY BUDGET IN RELATION THERETO

2023

AMENDED
CONSTRUCTION ADMINISTRATION AND INSPECTION SERVICES

WHEREAS, pursuant to Resolution 298-2022, this Board authorized the acceptance of a Upstate New York Economic Development and Revitalization Grant from the New York State Department of Transportation ("NYSDOT") (PIN 1902.19) for construction of the "New Fixed Base Operator Terminal Building" at the Saratoga County Airport ("the Project"), and appropriated local match funds for the Project; and

WHEREAS, the Project will require professional engineering design and bid services; and McFarland-Johnson, Inc., has submitted a proposal to the Commissioner of Public Works to provide the necessary professional engineering design and bid services for the Project, at a cost of \$2,111,081, and

\$2,279,684

Airport Improvement

CONSTRUCTION ADMINISTRATION AND INSPECTION

WHEREAS, our Public Works Committee and the Commissioner of Public Works have recommended that the County enter into an agreement with McFarland-Johnson, Inc., in the amount of \$2,111,081 for professional engineering design and bid services associated with the construction of the "New Fixed Base Operator Terminal Building" at the Saratoga County Airport; now, therefore, be it

RESOLVED, that the Chair of the Board is authorized to execute an agreement with McFarland-Johnson, Inc., of Saratoga Springs, New York, in the amount of \$2,111,081 for professional engineering design and bid services associated with the construction of the "New Fixed Base Operator Terminal Building" at the Saratoga County Airport; and it is further

\$2,279,684

AMENDED

RESOLVED, that the form and content of such agreement shall be subject to the approval of the County Attorney; and it is further

2023

RESOLVED, that the 2022 County Budget is amended as follows:

UNDER DEPARTMENT OF PUBLIC WORKS

SEE AIR.

Increase Appropriations

Acct.: #A.50.513-7098 – Professional Services \$2,111,081

Increase Revenue

Acct.: #A.50-3592 – State Aid \$2,111,081

; and it is further

RESOLVED, that this Resolution shall take effect immediately.

BUDGET IMPACT STATEMENT: The budget will be amended to accept these funds and authorize the related expenses.

November 15, 2022 Regular Meeting

Motion to Adopt: Supervisor Hammond

Second: Supervisor Butler

AYES (194440): Joseph Grasso (4328), Philip C. Barrett (19014.5), Jonathon Schopf (19014.5), Eric Butler (6500), Diana Edwards (819), Jean Raymond (1333), Michael Smith (3525), Kevin Tollisen (25662), Mark Hammond (17130), Thomas Richardson (5163), Scott Ostrander (18800), Theodore Kusnierz (16202), Sandra Winney (2075), Tara N. Gaston (14245.5), Matthew E. Veitch (14245.5), Edward D. Kinowski (9022), John Lant (17361).

NOES (0):

ABSENT (41069): Eric Connolly (11831), Kevin Veitch (8004), Arthur M. Wright (1976), Willard H. Peck (5242), Thomas N. Wood, III (5808), John Lawler (8208)



SARATOGA COUNTY

AGENDA ITEM REQUEST FORM

TO: Steve Bulger, County Administrator
Ridge Harris, Deputy County Administrator
Michelle Granger, County Attorney
Therese Connolly, Clerk of the Board
Stephanie Hodgson, Director of Budget

CC: John Warmt, Director of Purchasing
Jason Kemper, Director of Planning and Economic Development
Bridget Rider, Deputy Clerk of the Board
Matt Rose, Management Analyst
Audra Hedden, County Administrator's Office

DEPARTMENT: Department of Public Works

DATE: 9/7/23

COMMITTEE: Airport Improvement

1. Is a Resolution Required:

Yes, Other

2. Proposed Resolution Title:

Authorizing an amendment to the 2023 Capital Plan account in the amount of \$160,000 for the purchase of a 30,000 gallon fiberglass underground water storage tank and wet well with associated connections and fittings for Fire Protection on the New FBO Terminal Building at the Saratoga County Airport.

3. Specific Details on what the resolution will authorize:

Authorizing an amendment to the 2023 Capital Plan account in the amount of \$160,000 for the purchase of a 30,000 gallon fiberglass underground water storage tank and wet well with associated connections and fittings for Fire Protection on the New Airport Terminal Building at the Saratoga County Airport. The storage tank has a long lead time and, in order for the Airport Terminal project to remain on schedule, it must be purchased in advance of ground breaking later this year.

This column must be completed prior to submission of the request.

County Attorney's Office
Consulted **Yes**

4. Is a Budget Amendment needed: YES or NO
 If yes, budget lines and impact must be provided.
 Any budget amendments must have equal and offsetting entries.

County Administrator's Office
 Consulted Yes

Please see attachments for impacted budget lines.
 (Use ONLY when more than four lines are impacted.)

Revenue

Account Number	Account Name	Amount
H2023.50-5031	Transfer from General Fund	\$160,000

Expense

Account Number	Account Name	Amount
A.90.920.990-H2023	Transfer to Capital Plan	\$160,000
H2023.50.100-7094	Building Component Realty	\$160,000

Fund Balance (if applicable): (Increase = additional revenue, Decrease = additional expenses)

Decrease A-0599.B Appropriated Fund Balance-Budgetary Amount: \$160,000
--

5. Identify Budget Impact (**Required**):

Other

- a. G/L line impacted **noted above**
- b. Budget year impacted **2023**
- c. Details

The budget will be amended to accept these funds, authorize the related expenses and decrease fund balance by \$160,000.

6. Are there Amendments to the Compensation Schedule?

YES or NO (If yes, provide details)

a. Is a new position being created? Y N

Effective date

Salary and grade

b. Is a new employee being hired? Y N

Effective date of employment

Salary and grade

Appointed position:

Term

c. Is this a reclassification? Y N

Is this position currently vacant? Y N

Is this position in the current year compensation plan? Y N

Human Resources Consulted

7. Does this item require the awarding of a contract: Y N

a. Type of Solicitation

b. Specification # (BID/RFP/RFQ/OTHER CONTRACT #)

c. If a sole source, appropriate documentation, including an updated letter, has been submitted and approved by Purchasing Department? Y N N/A

d. Vendor information (including contact name):

e. Is the vendor/contractor an LLC, PLLC, or partnership:

f. State of vendor/contractor organization:

g. Commencement date of contract term:

h. Termination of contract date:

i. Contract renewal date and term:

k. Is this a renewal agreement: Y N

l. Vendor/Contractor comment/remarks:

Purchasing Office Consulted
No

County Administrator's Office
Consulted **NO**

8. Is a grant being accepted: YES or NO

- a. Source of grant funding:
- b. Agency granting funds:
- c. Amount of grant:
- d. Purpose grant will be used for:
- e. Equipment and/or services being purchased with the grant:
- f. Time period grant covers:
- g. Amount of county matching funds:
- h. Administrative fee to County:

9. Supporting Documentation:

- Marked-up previous resolution
- No Markup, per consultation with County Attorney
- Information summary memo
- Copy of proposal or estimate
- Copy of grant award notification and information
- Other _____

10. Remarks:

The Central Services Department will be consulted as part of putting a bid together for seeking quotes to purchase the storage tank and appurtenances.