Minutes of the Special Meeting of the Albany County Airport Authority

August 14, 2017

Pursuant to notice duly given and posted, a special meeting of the Albany County Airport Authority was called to order on Monday, August 14, 2017 @ 10:00 a.m. in the Administration Building Conference Room located at the Albany International Airport by Chairman Kenneth J. Doyle with the following present:

**MEMBERS PRESENT**
- Rev. Kenneth J. Doyle
- Lyon M. Greenberg, M.D.
- Patricia M. Reilly
- Kevin R. Hicks
- Tony Gorman
- Steven H. Heider

**STAFF**
- John A. O’Donnell
- William J. O’Reilly
- Peter F. Stuto
- Doug Myers
- Stephen Iachetta
- John LaClair
- Liz Charland

**ATTENDEES**
- None

**CHAIRMAN’S REMARKS**

Father Doyle advised the Board Dorsey Whitehead called him and John O’Donnell and will be resigning from the Board shortly.

Father Doyle then requested a motion to elect the Tony Gorman as Treasurer to replace Dorsey Whitehead.

Dr. Greenberg moved to approve the election of Tony Gorman as Treasurer. The motion was adopted unanimously.
ACTION ITEMS

1. Acceptance of Federal Airport Improvement Program Grant #3-36-0001-134-2017; State DOT PIN 1A00.23 to Replace Runway 01-19 & Taxiway A, B, D, E, F, L, M, P, Q, and R Edge Lighting Systems Design and Construction

Mr. Iachetta recommended authorization to accept Federal Airport Improvement Program Grant No. 3-36-0001-134-2017; Replace Runway 01-19 & Taxiway A, B, D, E, F, L, M, P, Q and R Edge Lighting Systems Design and Construction. The total Project amount is $4,181,477 funded 90% Federal in the amount of $3,763,326 5% State in the amount of $209,074 and 5% Airport in the amount of $209,074.

Mr. Hicks moved to accept the Federal Airport Improvement Program Grant #3-36-0001-134-2017 to Replace Runway 01-19 & Taxiway A, B, D, E, F, L, M, P, Q, and R Edge Lighting Systems Design and Construction for the total Project amount of $4,181,477 funded 90% Federal in the amount of $3,763,326 5% State in the amount of $209,074 and 5% Airport in the amount of $209,074. The motion was adopted unanimously.


2.1 Professional Engineering Services Contract S-930; Airport Airfield Drainage Study for CHA Consulting

Mr. LaClair recommended authorization to award Contract S-930 Professional Engineering Services for the Airport Drainage Study to CHA Consulting, Inc. in the amount of $98,332.85. He advised this contract will be funded 90% Federal, 5% State and 5% Airport from Capital Project account number 2218.

Mr. Heider moved to authorize the negotiations of Professional Service Contract No. S-930 Airport Drainage Study. The motion was adopted unanimously.

2.2 Adopt Transportation Network Company Policy

Mr. Stuto recommended authorization to adopt the Transportation Network Company Policy. He advised the policy will bring clarity and definition to the operation of TNC’s at the Airport and provide penalties for violation of the policy. He stated the policy provides that a TNC driver operating at the airport under the auspices of a TNC without an operating permit shall, after due notice, be considered to be trespassing and shall be subject to all civil and criminal penalties for trespass.

Mr. Heider moved to authorize the Adoption of the Transportation Network Company Policy. The motion was adopted unanimously.

2.3 Lease Amendment: Amendment No.3 to Sublease between AFCO Cargo ALB Limited Partnership and Mobile Air Transport, Inc. (MAT) for Warehouse Space: 46 Kelly Road, (ACAA Bldg. #300)

Mr. O’Reilly recommended authorization to approve a sub-lease of the leasehold with the AFCO Cargo ALB Limited Partnership and Mobile Air Transport, Inc. for warehouse space at 46 Kelly Road, (ACAA Bldg. No. 300). He advised that the Authority’s Air Cargo Facility Agreement AFCO is required to request approval from the Authority for any leases to tenants of the cargo building. Authorization is requested to approve the sub-lease with AFCO to Mobile Air Transport, Inc.
Mr. Gorman moved to authorize said sub-lease with AFCO Cargo ALB Limited Partnership to Mobile Air Transport, Inc. The motion was adopted unanimously.

2.4 Construction Contract: Authorization to Award Construction Contract 912-E Runway 01-19 and Taxiway A Edge Lighting Project

Mr. LaClair recommended authorization to award construction contract 912-E Runway 01-19 and Taxiway A Edge Lighting Project to George J. Martin & Son in the amount of $3,634,232. This contract will be funded 90% Federal, 5% State and 5% Airport from Capital Project account number 2214. He advised the contract award is contingent upon DBE compliance.

Ms. Reilly moved to authorize construction contract 912-E Runway 01-19 and Taxiway A Edge Lighting Project to George J. Martin & Son in the amount of $3,634,232 contingent upon DBE compliance. The motion was adopted unanimously.

There being no further business, the meeting was adjourned at 10:35 a.m.
ALBANY COUNTY AIRPORT AUTHORITY

SPECIAL MEETING

AGENDA

August 14, 2017

1. Authorization of Federal and State Grants

   1.1 Acceptance of Federal Airport Improvement Program Grant #3-36-0001-134-2017; State DOT PIN 1A00.23; Replace Runway 01-19 & Taxiway A, B, D, E, F, L, M, P, Q, and R Edge Lighting Systems Design and Construction

2. Action Items:

   2.1 Professional Engineering Services Contract S-930; Airport Airfield Drainage Study for CHA Consulting

   2.2 Adopt Transportation Network Company Policy

   2.3 Lease Amendment No. 3 to Sublease between AFCO Cargo ALB Limited Partnership and Mobile Air Transport, Inc. (MAT) for Warehouse Space: 46 Kelly Road, (ACAA Bld. #300)

   2.4 Construction Contract: Authorization to Award Construction Contract 912-E Runway 01-19 and Taxiway A Edge Lighting Project
ALBANY INTERNATIONAL AIRPORT
737 ALBANY SHAKER RD
ADMINISTRATIVE BLDG SUITE 204
ATTN: KATIE KANE
ALBANY, NY 12211

Account Number: 061026000
Order Number: 0003953010
Order Identifier: ALBANY COUNTY

T Dollard / B Goodwin / S Rawling / R Bernard of the city of Albany, being duly sworn, says that
he/she is principal Clerk of THE TIMES UNION, a daily newspaper printed in the county of Albar
Town of Colonie, and Published in the County of Albany, Town of Colonie and the city of Albany,
aforesaid and that notice of which a printed copy is annexed has been regularly published in the
said ALBANY TIMES UNION on the following dates

08-08-2017

Sworn to before me, this Wednesday, August 9, 2017

[Signature]

Notary Public
Albany County
ALBANY COUNTY AIRPORT AUTHORITY

SPECIAL MEETING

NOTICE

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

The Albany County Airport Authority will hold a Special Meeting on Monday, August 14, 2017 at 10:00 a.m. The meeting will be held in the 2nd Floor Conference Room, located in the Administration Building at the Albany International Airport, Albany, NY. TUE 01 (953010)
ALBANY COUNTY AIRPORT AUTHORITY

SPECIAL MEETING

NOTICE

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

The Albany County Airport Authority will hold a Special Meeting on Thursday, April 11, 2013 at 4:30 pm. The meeting will be held in the 2nd Floor Conference Room, located in the Administration Building at the Albany International Airport, Albany, NY.
ALBANY COUNTY AIRPORT AUTHORITY

SPECIAL MEETING

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ALBANY COUNTY AIRPORT AUTHORITY

SPECIAL MEETING

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Good Morning Saratogian:

The Albany County Airport Authority will hold a Special Meeting on Monday, August 14, 2017 at 10:00 a.m. The meeting will be held in the 2nd Floor Conference Room, located in the Administration Building at the Albany International Airport, Albany, NY.

Thank you,
Lachesha Kinsey
August 4, 2017

news@saratogian.com

Saratogian Newspapers
20 Lake Ave
Saratoga Springs, NY 12866

Dear Sir/Madam:

Please publish the attached notice in the community calendar section of the Saratogian Newspaper prior to the meeting date.

Thank you for your assistance.

Sincerely,

Liz Charland

Enclosure
ALBANY COUNTY AIRPORT AUTHORITY

SPECIAL MEETING

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Good Morning Ms. Elaine Cape:

The Albany County Airport Authority will hold a Special Meeting on Monday, August 14, 2017 at 10:00 a.m. The meeting will be held in the 2nd Floor Conference Room, located in the Administration Building at the Albany International Airport, Albany, NY.

Thank you,
Lachesha Kinsey
August 4, 2017

capitaldistrict@theclassifiedsuperstore.com

The Colonie Spotlight
PO Box 100
Delmar, New York 12054

Attn: Ms Elaine Cape

Dear Ms. Cape:

Please publish the attached notice in the Colonie Spotlight calendar page prior to the meeting date.

Thank you for your assistance.

Sincerely,

[Signature]
Liz Charland

Enclosure
ALBANY COUNTY AIRPORT AUTHORITY

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Complete

August 4, 2017

Facsimile – 518-583-8014

The Troy Record
Community News
501 Broadway
Troy, New York 12181

Dear Sir/Madam:

Enclosed please find a meeting notice for the Albany County Airport Authority. Please publish in the

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August 4, 2017

Facsimile – 518-395-3050

The Gazette
PO Box 1090
Schenectady, NY 12301-1090

Attn: Info Community

Dear Sir/Madam:

Enclosed please find a meeting notice for the Albany County Airport Authority. Please publish in the Info Community Section prior to the meeting date.

Thank you for your assistance.

Sincerely,

[Signature]

Liz Charland

Enclosure
ALBANY COUNTY AIRPORT AUTHORITY

SPECIAL MEETING

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August 4, 2017

Facsimile – 518-395-3050

The Gazette
PO Box 1090
Schenectady, NY 12301-1090

Attn: Info Community

Dear Sir/Madam:

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August 4, 2017

Facsimile – 518-583-8014

The Troy Record
Community News
501 Broadway
Troy, New York 12181

Dear Sir/Madam:

Enclosed please find a meeting notice for the Albany County Airport Authority. Please publish in the Community News section prior to the meeting date.

Thank you for your assistance.

Sincerely,

[Signature]
Liz Charland

Enclosure
ALBANY COUNTY AIRPORT AUTHORITY

SPECIAL MEETING

NOTICE

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AGENDA ITEM NO. 1.1

Federal/State Grant: Acceptance of Federal Airport Improvement Program Grant #3-36-0001-134-2017; State DOT PIN 1A00.23; Replace Runway 01-19 & Taxiway A, B, D, E, F, L, M, P, Q, and R Edge Lighting Systems Design and Construction
AGENDA ITEM NO:   1.1
MEETING DATE: August 14, 2017

ALBANY COUNTY AIRPORT AUTHORITY
REQUEST FOR AUTHORIZATION

DEPARTMENT: Planning and Engineering
Contact Person: Stephen Iachetta, AICP, Airport Planner

PURPOSE OF REQUEST:
Federal/State Grant: Acceptance of Federal Airport Improvement Program
Grant #3-36-0001-134-2017; State DOT PIN 1A00.23;
Replace Runway 01-19 & Taxiway A, B, D, E, F, L, M, P, Q,
and R Edge Lighting Systems Design and Construction

CONTRACT AMOUNT: Funding Share Allocations
$ 3,763,329 Federal
209,074 State
209074 ACAA
$ 4,181,477 Total

BUDGET INFORMATION:
Anticipated in Current Budget: Yes √ No ___ NA____
Funding Accounts: CPN 2214
Revenue: ____________________________
Appropriation: ________________________
Bond (Res. No. and Date of Adoption): ________
Budget Amount: _______________________

FISCAL IMPACT - FUNDING (Dollars or Percentages)

Federal 90% State 5% Airport 5% NA____
Funding Source: Airport Improvement Program;
Term of Funding: August 2017 through 2019
Grant No.: 3-36-0001-134-2017; State PIN 1A00.23

JUSTIFICATION:
Authorization is requested to accept Airport Improvement Program grant 3-36-0001-134-
2017 to establish funding in the 90% Federal 5% State and 5% Authority share allocation
amounts noted above with a total grant budget of $4,181,477 based on construction bids
received August 10, 2017. Award of Contract 912-E to the apparent qualified low-bidder is
scheduled for subsequent Board review and authorization. FAA requires AIP grant
execution prior to August 30th. The project is designed to replace the primary runway 01-
AGENDA ITEM NO: 1.1
MEETING DATE: August 14, 2017

19 and associated taxiways edge lighting system installed in 1993. Airfield safety will be preserved and energy efficiency will be significantly improved with this system replacement. Conformance with applicable Federal regulatory requirements has been reviewed and confirmed with the Federal Aviation Administration to assure ongoing program compliance.

CHIEF EXECUTIVE OFFICER’S RECOMMENDATION:

Recommend approval.

FINAL AGREEMENT SUBJECT TO APPROVAL BY COUNSEL: YES √ NA

PROCUREMENT DEPARTMENT APPROVAL:

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

BACK-UP MATERIAL:

Please refer to the anticipated FAA Grant Offer to be available by 8/14.
AGENDA ITEM NO. 2.1

Contract No. S-930 Airport Airfield Drainage Study for CHA Consulting, Inc.
AGENDA ITEM NO:  2.1
SPECIAL MEETING
MEETING DATE: August 14, 2017

ALBANY COUNTY AIRPORT AUTHORITY
REQUEST FOR AUTHORIZATION

DEPARTMENT:  ALBANY COUNTY AIRPORT AUTHORITY
Contact Person:  John LaClair, P.E.  Airport Engineer

PURPOSE OF REQUEST:

Contract No. S-930 Airport Airfield Drainage Study for CHA Consulting, Inc.

CONTRACT AMOUNT:

Base Amount: $98,332.85

FISCAL IMPACT - FUNDING (Dollars or Percentages)

Federal  90%  State  5%  Airport  5%  NA ______
Term of Funding: 2017-2019
Grant No.:3-36-0001-xx-17 State PIN: <pending>

JUSTIFICATION:

Authorization is requested for the award of Contract S-930 Professional Engineering Services for The Airport Airfield Drainage Study to CHA Consulting, Inc. in the amount of $98,332.85. The firm was previously selected as the most qualified firm responding to a competitive Request for Qualifications process. Their fee for services was subsequently established by negotiation as provided for in the Federal Aviation Administration Advisory Circular 150/5100-14-D. The proposed fee conforms with the Disadvantaged Business Enterprise requirements. An Independent Fee Estimate was prepared by William Hennessey, P.E. confirming the reasonableness of the proposed fee by CHA Consulting.

CHIEF EXECUTIVE OFFICER’S RECOMMENDATION:

Recommend approval.

FINAL AGREEMENT SUBJECT TO APPROVAL BY COUNSEL: YES  √   NA ______

PROCUREMENT DEPARTMENT APPROVAL:

Procurement complies with Authority Procurement Guidelines and Chief Financial Officer
has approved. YES  √   NO ______.

BACK-UP MATERIAL:

Please refer to attached fee proposal from CHA Consulting, Inc.
August 4, 2017

Mr. John LaClair, P.E., G.G.P.
Airport Engineer
Albany International Airport
Administrative Building, Suite 20
Albany, NY 12211

RE: Scope and Fee- Airport Airfield Drainage Study Update
ACAA Contract S-930
CHA Project Number: X51346

Dear Mr. LaClair:

Please find attached the fee summary for the Airport Airfield Drainage Study Update. Thank you for choosing CHA Consulting, Inc. for your aviation planning and engineering services. If you have any questions or if we can be of further assistance, please contact me at (518) 453-3931 or jmartelle@chacompanies.com.

Sincerely,

Jeremy P. Martelle, C.M., ACE, ASC
Regional Manager-Aviation
BACKGROUND

CHA has extensive experience within the Shaker Creek Watershed and has worked on multiple drainage studies at the Albany International Airport (Airport) dating back to 1992, when design alternatives were developed to remove the terminal buildings and parking facilities from the limits of the 100-year floodplain. This study concluded with the completion of a Letter of Map Revision (LOMR), which was submitted to the Federal Emergency Management Agency (FEMA) to revise the Flood Insurance Study (FIS) for the Town of Colonie. More recently, CHA evaluated potential impacts to the Shaker Creek Floodplain associated with the Runway 19 Safety Area Improvement Project, which involved the culverting of approximately 820 linear feet of the stream. An unsteady flow U.S. Army Corps of Engineer’s (ACOE) River Analysis System (HEC-RAS) model was developed, which indicated that the loss of floodplain area due to the extension of Runway 19 did not have a significant impact on 100-year flood elevations within the Airport. CHA believes that our previous experience with Airport drainage along Shaker Creek will be essential in the development of a watershed wide analysis, and anticipates utilizing existing information to facilitate the hydrologic and hydraulic (H&H) modeling and to minimize the need for additional survey.

CHA understands that the Airport has had a long standing airfield wide drainage problem and that several large storm events over the last few years have highlighted the inability of Shaker Creek to effectively convey the runoff from the Airfield when combined with increased volumes of water from the upstream watershed. In addition, there are a few infield areas that experience ponding due to lack of adequate drainage infrastructure, most notably in the southeastern corner of the Airport between Runway 1-19 and the long term parking facilities. As such, the drainage study will need to evaluate how the existing systems function during storm events (including the timing of the peak flows, and the relative contribution of each watershed) in order to develop mitigation alternatives to alleviate current and future flooding.

PROJECT APPROACH

The first step in the process will be to meet with the Airport Authority to determine the availability of recent storm water infrastructure mapping and to verify problem areas within the existing drainage system. Next, CHA will perform a field investigation along the Shaker Creek corridor to document the condition of the Airport outfalls and to coordinate additional survey that may be required to update existing base mapping. It is expected that the H&H modeling will progress concurrently with any additional survey.

The majority of the Airfield drainage ultimately discharges through a pipe network, while the upstream watershed is conveyed through the channel of Shaker Creek. As such, CHA will utilize stormwater management modeling (XP-SWMM or CivilStorm) methodology to evaluate both the closed conveyance systems and the Shaker Creek. Both software packages can be used to develop design flows, and specialize in the routing of drainage through pipe networks, while also accounting for the potential attenuation associated with open channels or underground storage. Using a single software platform will allow for real time analysis of the Shaker Creek tailwater conditions on the operation of the Airport closed conveyance system, and will facilitate the identification of problem areas within the watershed. Based on the Addendum to the RFP, CHA will evaluate larger recurrence interval storm events (25-year, 50-year & 100-Year) as well as the typical Federal Aviation Administration (FAA) design storms (5-year & 10-year). This approach will allow CHA to evaluate the capacity of the closed pipe network and identify potential flooding within the airfield, as well as, evaluating flood impacts along Shaker Creek and its crossings.
PROJECT SCOPE

TASK 1.0 ADMINISTRATIVE SERVICES

1.1 Request a prestudy kickoff meeting be held at the airport. Attendees will include representatives of ACAA, Airport Operations, and CHA and its subconsultants. It should be noted that CHA will rely on the information provided by the airport as the basis of our study.

The agenda will be determined immediately prior to the meeting; however, the following evaluation and administration items will be included:

- Specific project requirements and client expectations
- Schedule for progress and review meetings
- Points of contact for airport and CHA staff
- Specific areas of interest

1.2 Prepare progress reports, and attend approximately meetings with airport staff.

1.3 Serve as liaison and project coordinator for the FAA and NYSDOT.

TASK 2.0 INFORMATION COLLECTION & SITE ASSESSMENT

2.1 Meet with airport to discuss specific areas of concern and to identify additional sources of existing information.

2.2 Review of available information, including:
   - GIS Record Data
   - 2008 Capital District LiDAR (Light Detection and Ranging)
   - STATSGO/SURGGO GIS Soils Information
   - NLCD GIS Land Cover Data
   - Previous Hydrologic & Hydraulic (H&H) Studies (Runway 19 Extension, CLOMR)
   - Aerial and Site Photos
   - Albany County Flood Insurance Study (FIS) and Backup Data

2.3 Site Visit – Document/verify existing crossings and drainage outfalls and determine survey requirements.

2.4 Survey – Based on the results of the above tasks, CHA will identify areas where additional survey is required to document current conditions within the Airport and along Shaker Creek. For the purposes of this proposal it is assumed that up to two (2) weeks of field survey may be required to supplement existing information. It is further anticipated that the majority of the survey will result in point data that will be utilized to support the H&H modeling, but may also include limited areas of updated base mapping, specifically in the southeastern corner of the Airport between Runway 1-19 and the long term parking facilities. The horizontal and vertical datum’s for the survey will be referenced to the New York State Plane Coordinate System, and established on-site utilizing either GPS survey methods or known benchmarks.
TASK 3.0 HYDROLOGY

3.1 Determine how much of the existing data can be utilized to develop the comprehensive H&H model.
   - FEMA (HEC-2)
   - CHA (XP-SWMM, TR-20/HydroCAD)

3.2 Generate/update input parameters for hydrologic component of the model
   - Delineate watersheds for Shaker Creek at key crossings based on LiDAR contours and available plans
   - Delineate catchment areas for specific inlets and outfall locations based on LiDAR contours and available plans
   - Generate watershed parameters for Shaker Creek sub-areas and catchments along airfield
   - Update precipitation (Northeast Regional Climatic Center / Cornell University)

TASK 4.0 HYDRAULICS

4.1 CHA will develop a comprehensive hydraulic model of the Shaker Creek watershed, including the main stem of the creek from Ann Lee Pond downstream to NYS Route 7, the major tributary that drains the northeast corner of the Airfield and the on-site Airport drainage infrastructure (closed system and open channels). It is anticipated that the model generation will include the following:
   - Update/revise XP-SWMM model geometry utilizing 2008 Capital District LiDAR, survey data, and available GIS layers
   - Incorporate Shaker Creek cross-section geometry into XP-SMWW Model
   - Check/set baseflow and boundary conditions for Shaker Creek based on FEMA and/or upstream/downstream normal channel slopes

4.2 Once the existing condition modeling has been completed, there is the potential to calibrate it utilizing historical storm events if sufficient data is available throughout the watershed. Even if data is limited, CHA will perform a “common sense” check to verify that the model results are consistent with the documented problem areas within the drainage system. After the results have been validated, the storm water quantities will be provided as outlined in the revised scope and the conveyance capacities of Shaker Creek and the Airfield Drainage systems will be documented.

TASK 5.0 FUTURE CONDITIONS ANALYSIS

CHA will utilize the existing condition model to assess the potential impacts of future changes in land use and precipitation on the Shaker Creek watershed. It is anticipated that our approach will include the following:
   - Research potential increases in precipitation values for Albany area
   - Update hydrology component of XP-SWMM model to account for future precipitation increases and landuse changes
   - Assess impact related to future changes in precipitation and landuse
   - Review Plan and Report
   - Assess impact to Airfield: Pavement, Safety Areas and Navaids
   - Revise report based upon findings
TASK 6.0 MITIGATION ALTERNATIVES

6.1 CHA will utilize the existing and future condition models to evaluate potential mitigation alternatives within the Shaker Creek Watershed as outlined in the bulleted items below.

- Assess the impact and location of potential mitigation alternatives
- Update model geometries (existing and future condition) to include mitigation alternatives
- Generate results for mitigation alternatives and assess effectiveness for current and future conditions, including a cost/benefit analysis and potential permitting requirements

6.2 CHA will prioritize the selection of mitigation alternatives consistent with terminology presented in previous drainage studies (Immediate, Short and Long Term).

- Immediate mitigation alternatives will focus on the removal of the current ponding condition identified in the latest FAA inspection; specifically, in the southeast corner of the Runway 1-19 Safety Area.
- Short term mitigation alternatives will focus on improving the existing Airfield drainage, and could include upgrades to closed or open systems within the watershed.
- Long term mitigation alternatives will focus on the improvements anticipated due to future changes within the watershed.

6.3 Discuss mitigation alternatives and feasibility with the Airport Authority, prior to development of the final Drainage Report.

6.4 All documents will be reviewed by an airfield engineer to ensure all airfield pavements are shown on plans, all safety areas, object free areas and key navigational areas are identified to ensure compliance with applicable FAA regulations. These features will be overlaid on the hydrologic map.

TASK 7.0 PROJECT DELIVERABLES

CHA will develop the following project deliverables after receiving concurrence on from the Airport Authority on the recommended Mitigation Alternatives.

- An updated Drainage Map including all Airfield drainage outfalls (CAD/GIS and PDF format)
- A report detailing problem areas and listing proposed options to correct problems (noting all government restrictions/permitting issues)
- Cost benefit analysis for mitigation alternatives
- Prioritize mitigation alternatives consist with terminology presented in previous drainage study
- Figure displaying impacted areas and potential mitigation alternatives

SCHEDULE

The following submission schedule will be maintained unless specifically extended by ACAA.

Milestones

| Notice to Proceed (from ACAA) | August 2017 |
| Survey | Month 1 |
| Engineer’s Report | Month 2 |
| Deliverables | Month 3 |
## Fee Summary

### Albany International Airport

#### Airport Airfield Drainage Study

**Contract S-930**  
**FAA AIP No. 3-36-0001-XX-17**  
**NYSDOT PIN 1A00.XX**

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<td>Principal Engineer H&amp;H</td>
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### Tasks

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<td>TASK 6.0 MITIGATION ALTERNATIVES</td>
<td>16 28 40 88</td>
</tr>
<tr>
<td>TASK 7.0 PROJECT DELIVERABLES</td>
<td>12 20 30 52 114</td>
</tr>
</tbody>
</table>

### Total Hours

- **Total Hours**: 40 100 186 340 2 16 80 28 792
- **Total Direct Labor Cost**: $2,280.00 $5,897.00 $6,688.56 $11,369.60 $202.00 $528.00 $2,800.00 $1,568.00 $1,568.00 $4,390.40
- **Overhead Plus Fixed Fee**: 2.80 2.80 2.80 2.80 2.80 2.80 2.80 2.80 2.80
- **Total Labor Costs**: $6,384.00 $16,511.60 $18,727.97 $31,834.88 $565.60 $1,478.40 $7,840.00 $4,390.40

### Expenses

<table>
<thead>
<tr>
<th>Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vehicle Mileage for Meetings (50.56) 60 miles</td>
<td>$50.00</td>
</tr>
<tr>
<td>Flights, Hotel, Meals</td>
<td>$ -</td>
</tr>
<tr>
<td>Printing and Reproduction</td>
<td>$550.00</td>
</tr>
</tbody>
</table>

**TOTAL EXPENSES**: $600.00

### Sub Consultants

<table>
<thead>
<tr>
<th>Ryan Biggs Clark Davis</th>
<th>$10,000.00</th>
</tr>
</thead>
</table>

**TOTAL**: $10,000.00

**TOTAL OFFICE LABOR**: $87,732.85  
**SUBTOTAL EXPENSES**: $600.00  
**TOTAL CHA LABOR AND EXPENSES**: $88,332.85  
**SUBTOTAL SUB CONSULTANTS**: $10,000.00  
**TOTAL PROJECT**: $98,332.85
AGENDA ITEM NO. 2.2

To Adopt Transportation Network Company Policy
DEPARTMENT: Administration
Legal Department

Contact Person: John A. O'Donnell, Chief Executive Officer
Peter F. Stuto, General Counsel

PURPOSE OF REQUEST:

To Adopt Transportation Network Company Policy

CONTRACT AMOUNT:

Total Contract Amount: NA

BUDGET INFORMATION:

Anticipated in Current Budget: Yes ___ No ___ NA ___ √ ___

FISCAL IMPACT - FUNDING (Dollars or Percentages)

Federal ______ State ______ Airport ______ NA √ ______

Funding Source: Airport Operating Budget

JUSTIFICATION:

Staff is requesting that the Authority adopt the attached Transportation Network Company Policy which will bring clarity and definition to the operation of TNCs at the Airport and provides penalties for violations of the policy. The Authority approved a Transportation Network Company (TNC) Operating Permit at its May meeting. One Company, Lyft, has signed the Permit and is lawfully operating at the Airport. The proposed Policy clearly states that a TNC, in order to lawfully operate (drop off and pick up passengers) at the Airport, must be party to a Permit, load passengers and stage in designated zones and display a printed sign, among other requirements. Penalties for violations include fines of up to $100 for a first offense, $200 for a second offense, and $500 for a third or subsequent offense. The Policy also provides that a TNC Driver operating at the airport under the auspices of a TNC without an operating permit shall, after due notice, be considered to be trespassing and shall be subject to all civil and criminal penalties for trespass.

CHIEF EXECUTIVE OFFICER’S RECOMMENDATION:

Recommend approval.
AGENDA ITEM NO:  2.2
MEETING DATE:  August 14, 2017

FINAL AGREEMENT SUBJECT TO APPROVAL BY COUNSEL:  YES √  NA

BACK-UP MATERIAL:

1)  Transportation Network Company Policy
(a) Definition:

(1) “Transportation Network Company” or “TNC” means a person, corporation, partnership, sole proprietorship, or other entity that is licensed pursuant to this article and is operating in New York State exclusively using a digital network to connect transportation network company passengers to transportation network company drivers who provide TNC prearranged trips.

(2) “Transportation Network Company Driver” or “TNC Driver” means an individual who:

(i) Receives connections to potential passengers and related services from a transportation network company in exchange for payment of a fee to the transportation network company; and

(ii) Uses a TNC vehicle to offer or provide a TNC prearranged trip to transportation network company passengers upon connection through a digital network controlled by a transportation network company in exchange for compensation or payment of a fee.

(3) “Airport Authority” means the Albany County Airport Authority.

(b) Permit to operate on airport premises.

(1) No TNC Driver may accept a passenger originating from the airport, or drop off
a passenger at the airport, unless the TNC under whose auspices it operates holds an operating permit from the Airport Authority to operate on airport premises.

(2) The application form for a TNC operator permit may be obtained from the Airport Authority office.

(3) The fee for a TNC operator permit is found in the Airport Authority operating permit and may be changed from time to time by the Airport Authority.

(c) Operations.

(1) A TNC operator is provided a non-exclusive permit to load/unload passengers and their baggage at the airport.

(2) A TNC operator shall only accept passengers on an advance reservation basis made through the TNC application.

(3) TNC operators shall load passengers and baggage only within designated zones and at no time shall the driver leave the vehicle unattended.

(4) A TNC driver may stage in an area designated by the Airport Authority.

(5) TNC vehicles must display on the dashboard, so as to be visible from outside the vehicle, a printed, typed sign identifying the TNC operator for which they are driving.
(6) TNC drivers must have a waybill for each passenger for whom they are providing ground transportation services. This waybill must be made available for inspection on demand of any airport law enforcement personnel, any State or local law enforcement officer, all airport officials, and all agents appointed by the Airport Authority who display proper identification.

(7) A TNC Driver operating at the Airport under the auspices of a TNC without an operating permit will be subject to a fine of up to $100 for a first offense, $200 for a second offense, and $500 for a third or subsequent offense. A TNC Driver operating at the airport under the auspices of a TNC without an operating permit shall, after due notice, be considered to be trespassing and shall be subject to all civil and criminal penalties for trespass.
AGENDA ITEM NO. 2.3

Lease Amendment:  Amendment No.3 to Sublease between AFCO Cargo ALB Limited Partnership and Mobile Air Transport, Inc. (MAT) for Warehouse Space: 46 Kelly Road, (ACAA Bld. #300)
AGENDA ITEM NO: 2.3
SPECIAL MEETING
MEETING DATE: August 14, 2017

ALBANY COUNTY AIRPORT AUTHORITY
REQUEST FOR AUTHORIZATION

DEPARTMENT: Legal Department

Contact Person: Peter F. Stuto, General Counsel
William J. O’Reilly, Chief Financial Officer

PURPOSE OF REQUEST:

Lease Amendment: Amendment No.3 to Sublease between AFCO Cargo ALB
Limited Partnership and Mobile Air Transport, Inc. (MAT) for
Warehouse Space: 46 Kelly Road, (ACAA Bld. #300)

CONTRACT AMOUNT:

N/A

BUDGET INFORMATION:

Anticipated in Current Budget: Yes √ No ___ NA____

FISCAL IMPACT - FUNDING (Dollars or Percentages)

Federal _______ State ________ Airport _______ NA __√____

JUSTIFICATION:

Pursuant to Article XI, Paragraph C of the Authority’s Air Cargo Facility Agreement, AFCO is required to request approval from the Authority for any leases to tenants of the cargo building.

MAT leases approximately 7,000 SF of cargo/office space at a base rental rate of $11.60 PSF that expires 6/30/2019. MAT’s lease states, “Early Termination: Presently, Tenant is a cargo handler for multiple airlines at Albany County Airport. Landlord hereby agrees that should one or more airlines withdraw its business from Tenant or no longer carry cargo from Albany County Airport, to the point that Tenant can no longer economically continue its business as a cargo handler, then Tenant may terminate this Lease at the end of the month following 60 days prior written notice to Landlord.”

MAT gave notice to AFCO on July 13, 2017 that on August 9th American Airlines Cargo would cease operations at Albany. AFCO conducted due diligence on the economic impact to MAT and negotiated a $2,000 per month rent reduction to $8.17 PSF ($4,767.67 monthly) and $8.40 PSF ($4,900.83 monthly) effective July 1, 2018 subject to submission of an audited profit and loss statement in June 2018.

ACAA Approved
08/14/2017
The Leased Area is 7,000 square feet gross floor area, 5,062 of which is warehouse space and 1,938 of which is office space.

CHIEF EXECUTIVE OFFICER’S RECOMMENDATION:

Recommend approval.

FINAL AGREEMENT SUBJECT TO APPROVAL BY COUNSEL: YES √  NA

BACK-UP MATERIAL:

Please see attached Lease Amendment No. 3 and Notice from MAT to AFCO.
THIRD AMENDMENT TO SUBLEASE

THIS THIRD AMENDMENT TO SUBLEASE (Third Amendment) is made and entered into as of August_______, 2017, by and between AFCO Cargo ALB Limited Partnership, a Virginia limited partnership (Landlord), and Mobile Air Transport, Inc., (“Tenant”).

RE bâtALS:

R-1. Landlord and Tenant entered into a certain Sublease, dated July 1, 2004 (the “Lease”), for a Term of five (5) years, whereby Tenant leased from Landlord the Premises containing approximately 7,000 square feet (“SF”) located within the AFCO Cargo Building at the Albany County Airport.

R-2. By the Commencement Notice dated October 25, 2004, Tenant and Landlord acknowledged that: 1) the Premises had been delivered to, and accepted by Tenant, 2) the Commencement Date was November 1, 2004, 3) the Expiration Date would be October 31, 2009, and 4) the Premises consist of 7,000 SF (cargo/warehouse area of approximately 5,062 SF and office area of approximately 2,023 SF).

R-3. By First Amendment dated June 24, 2010, Landlord and Tenant amended the Lease to grant Tenant an extension expiring on June 30, 2011 and a three (3) year Renewal Option, that was exercised which extended the Expiration Date June 30, 2014.


WHEREAS, by this Third Amendment, Landlord and Tenant desire to amend the terms of the Lease to grant Tenant a $2,000 per month reduction in the Base Rent for the 11-month period starting August 1, 2017 and ending on June 30, 2018 as described herein.

WHEREAS, the Lease along with the Commencement Notice, the First Amendment the Second Amendment and this Third Amendment are hereinafter collectively referred to as the “Lease”.

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties hereto, Landlord and Tenant agree as follows:

1. Recitals. The recitals set forth above are incorporated herein by reference.
2. **Defined Terms.** Defined terms used herein shall have the meaning contained in the Lease unless another definition is provided in this Second Amendment.

3. **ARTICLE I BASIC LEASE INFORMATION AND DEFINITIONS Section 1.01 T. Base Rent:** is hereby amended for the purposes of the Third Amendment to read as follows:

   **T. Base Rent:** Effective **August 1, 2017**, the Base Rent for the Premises for the 11-month period from August 1, 2017 through June 30, 2018 shall be Fifty Two Thousand Four Hundred Thirty Three Dollars and Thirty-Seven Cents $52,433.37 (**$4,766.67 per month**), computed at $8.17 PSF on the Premises. The Additional Rent for CAM and Other Pass-Thru Cost for the 11-month period from August 1, 2017 through June 30, 2018 is estimated to be Seventeen Thousand Seven Hundred Ten Dollars and Zero Cents, $17,710.00 (**$1,610.00 per month**) calculated at $2.76 PSF on the Premises. The total monthly Rent commencing for the 11-month period from August 1, 2017 through June 30, 2018 July 1, 2014 is as follows: Base Rent of $4,766.67 + estimated CAM and Other Pass-Thru Cost of $1,610.00 = $6,376.67 per month.

4. **ARTICLE IV RENT Section 4.02 Base Rent Escalation is hereby deleted in its entirety for the purposes of the Third Amendment and replaced with the following:**

   The Base Rent is scheduled to be increased to $6,900.83 per month on July 1, 2018. However in June 2018, Tenant shall submit an independently audited Profit and Loss Statement for the prior 12 months to Landlord and Landlord shall review and forward to the Albany County Airport Authority (ACAA) for their review to determine if the $2,000 per month reduction in the Base Rent is warranted for the for the period from July 1, 2018 through the Expiration Date of the Lease on June 30, 2019. If the ACAA determines that the $2,000 per month reduction in the Base Rent is warranted, effective **July 1, 2018**, the Base Rent for the Premises for the period from July 1, 2018 through June 30, 2019 shall be Fifty Eight Thousand Eight Hundred Nine Dollars and Ninety-Six Cents $58,809.96 per annum (**$4,900.83 per month**), computed at $8.40 PSF on the Premises.

{The balance of this page is left blank}
{Signatures appear on the following page}
IN WITNESS WHEREOF, Landlord and Tenant have caused this Third Amendment to Lease to be executed by their duly authorized representatives as of the dates set forth below.

LANDLORD:

AFCO Cargo ALB Limited Partnership

By: AFCO Cargo ALB, Inc., General Partner

By: __________________________________
Charles Stipancic, Jr.
President & CEO

Date: August ______, 2017

TENANT:

Mobile Air Transport, Inc.

By: __________________________________
Name: __________________________________
Title: __________________________________

Date: August ______, 2017

Consent Given:
Albany County Airport Authority

By: __________________________________
Name: __________________________________
Title: __________________________________

Date: August ______, 2017
Construction Contract: Authorization to Award
Construction Contract 912-E
Runway 01-19 and Taxiway A
Edge Lighting Project
AGENDA ITEM NO: _2.4_
MEETING DATE: August 14, 2017

ALBANY COUNTY AIRPORT AUTHORITY
REQUEST FOR AUTHORIZATION

DEPARTMENT: Planning and Engineering
Contact Person: John LaClair, P.E., Airport Engineer

PURPOSE OF REQUEST:
Construction Contract: Authorization to Award Construction Contract 912-E Runway 01-19 and Taxiway A Edge Lighting Project

CONTRACT AMOUNT:

<table>
<thead>
<tr>
<th>Source</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Federal</td>
<td>$3,270,808</td>
</tr>
<tr>
<td>State</td>
<td>181,712</td>
</tr>
<tr>
<td>ACAA</td>
<td>181,712</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>$3,634,232</td>
</tr>
</tbody>
</table>

BUDGET INFORMATION:
Federal Airport Improvement Program
Anticipated in Current ALB Capital Plan: Yes ✓ No ___ NA
Funding Account No.: CPN 2214

FISCAL IMPACT - FUNDING (Dollars or Percentages)

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<th>Percentage</th>
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</thead>
<tbody>
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<td>Federal</td>
<td>90%*</td>
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<tr>
<td>State</td>
<td>5%*</td>
</tr>
<tr>
<td>Airport</td>
<td>5%*</td>
</tr>
<tr>
<td><strong>Term of Funding:</strong></td>
<td><strong>2017-2019</strong></td>
</tr>
<tr>
<td>Grant No.:</td>
<td>3-36-0001-134-17</td>
</tr>
<tr>
<td>STATE PIN:</td>
<td>IA00.23</td>
</tr>
</tbody>
</table>

JUSTIFICATION:

Request to award Contract 912-E for Runway 01-19 and Taxiway A Edge Lighting Project programmed under the Federal FFY 2017 Airport Improvement Program passenger and cargo entitlement program, to qualified low bidder George J. Martin & Son for $3,634,232.00 Base Bid. The contract scope includes installing new conduit, wiring, light bases and light fixtures around Runway 01-19, Taxiway A and all adjoining taxiways connecting wiring back to the existing constant current regulators in the Airfield electrical vault to replace original equipment installed in 1993. Contract award is contingent upon DBE compliance.

CHIEF EXECUTIVE OFFICER'S RECOMMENDATION:

Recommend approval.
AGENDA ITEM NO: 2.4
MEETING DATE: August 14, 2017

FINAL AGREEMENT SUBJECT TO APPROVAL BY COUNSEL: YES √ NA

PROCUREMENT DEPARTMENT APPROVAL:

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

BACK-UP MATERIAL:

Please refer to the attached Contract 912-E certified bid table and bid form.
### CONTRACT #912-E
Runway 01-19 and Taxiway A Edge Lighting Project

<table>
<thead>
<tr>
<th>Company Name</th>
<th>George J. Martin &amp; Son</th>
<th>Kasselman Electric</th>
<th>DLC Electric</th>
</tr>
</thead>
<tbody>
<tr>
<td>Addendum #1</td>
<td>X</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>Lump Sum Bid</td>
<td>$3,634,232.00</td>
<td>$7,469,160.00</td>
<td>$3,919,646.00</td>
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<tr>
<td>Bid Bond</td>
<td>5%</td>
<td>5%</td>
<td>5%</td>
</tr>
<tr>
<td>Board of Directors</td>
<td>X</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>Non-Collusion</td>
<td>X</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>Qualification Questionaire</td>
<td>X</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>Acknowledgment</td>
<td>X</td>
<td>X</td>
<td>X</td>
</tr>
</tbody>
</table>

I, Bobbi Matthews, certify that this bid tabulation is a true copy of the prices submitted by each bidder for the construction project shown above.

Albany Airport Authority Purchasing Department

Bobbi Matthews  
Purchasing Agent

Sworn to before me this 16th day of August 2017

JENNIFER A. MUNGER  
Notary Public, State of New York  
No. 01MU6246332  
Qualified in Schenectady County  
Commission Expires Aug. 08, 2017
BID FORM

a) PROJECT IDENTIFICATION:

Runway 01-19 and Taxiway A Edge Lighting
Albany County Airport Authority
Albany International Airport
Albany, New York
Contract No. 912-E

b) THIS BID IS SUBMITTED TO:

Albany County Airport Authority
Purchasing Agent
Albany International Airport
Administration Building, Room 204
Albany, New York 12211

c) TIME OF COMPLETION:

Substantial completion is 130 calendar days after Notice to Proceed. Final completion is 160 calendar days after Notice to Proceed.

The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an Agreement with AUTHORITY in the form included in the Contract Documents to complete all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in the Agreement and in accordance with the Contract Documents.

BIDDER accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid Security. This Bid will remain open for forty-five (45) days after the day of Bid opening. BIDDER will sign the Agreement and submit the Bonds and other documents required by the Contract Documents within (7) calendar days after the date of AUTHORITY'S Notice of Award.

In submitting this Bid, BIDDER represents, as more fully set in the Agreement, that:

(a) BIDDER has examined the site and locality where the Work is to be performed, the legal requirements (federal, state and local laws, ordinances, rules and regulations) and the conditions affecting cost, progress or performance of the Work and has made such independent investigations as BIDDER deems necessary;

(b) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or a corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for himself any advantage over any other Bidder or over AUTHORITY;

(c) BIDDER has examined copies of all of the Contract Documents;
(d) BIDDER further understands and agrees that he is to furnish and provide for the total amount of the Base Bid, plus the amount Bid for any Alternates if applicable as selected by the AUTHORITY, if any, totaled separately, all the necessary material, machinery, implements, tools, labor, services, and other items of whatever nature, and to do and perform all the construction necessary under the aforesaid conditions, to complete the Work in accordance with the Contract Documents, which it is agreed, are a part of this Bid, and to accept in full compensation therefore the amount of the total Bid.

(e) BIDDER further agrees that, at any time during the progress of Work, if the AUTHORITY adds, alters or omits portions of the Work, BIDDER shall so perform such Work and accept as compensation a unit price mutually agreed to prior to the start of the Additional Work.

(f) BIDDER acknowledges the receipt of the following addenda: (If none, so state and affix signature).

<table>
<thead>
<tr>
<th>Addendum</th>
<th>Date</th>
<th>Signature</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>08/07/17</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
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<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

and have included these requirements in the Bid.

(g) BIDDER will complete all the Work for the total amount of:

Three Million, Six Hundred and Thirty Four Thousand,

Two Hundred and Thirty Two and 00/100 Dollars ($3,634,232.00).
Following is a breakdown of the bid price:

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Spec No.</th>
<th>Description</th>
<th>Units</th>
<th>Quantity</th>
<th>Unit Cost</th>
<th>Total Cost</th>
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</thead>
<tbody>
<tr>
<td>1</td>
<td>SP-10-1</td>
<td>Airport Safety</td>
<td>Lump Sum</td>
<td>1</td>
<td>$105,000</td>
<td>$105,000</td>
</tr>
<tr>
<td>2</td>
<td>SP-20-1</td>
<td>Temporary Construction Items</td>
<td>Lump Sum</td>
<td>1</td>
<td>$-</td>
<td>$-</td>
</tr>
<tr>
<td>3</td>
<td>SP-20-2</td>
<td>Airport Security</td>
<td>Lump Sum</td>
<td>1</td>
<td>$18,000</td>
<td>$18,000</td>
</tr>
<tr>
<td>4</td>
<td>SP-105-1</td>
<td>Mobilization/Demobilization &amp; Construction Layout Surveying</td>
<td>Lump Sum</td>
<td>1</td>
<td>$100,000</td>
<td>$100,000</td>
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<tr>
<td>5</td>
<td>M-150-5.1</td>
<td>Standdown Time</td>
<td>Occur</td>
<td>20</td>
<td>$5,000</td>
<td>$100,000</td>
</tr>
<tr>
<td>6</td>
<td>L-108-5.1</td>
<td>Remove Cable from Underground Conduit and Dispose Off-Site</td>
<td>Linear Foot</td>
<td>50,000</td>
<td>$216</td>
<td>$108,000</td>
</tr>
<tr>
<td>7</td>
<td>L-108-5.2</td>
<td>No. 8 AWG L-824B, 5KV Cable Installed in New Underground Conduit</td>
<td>Linear Foot</td>
<td>100,000</td>
<td>$202</td>
<td>$20,200</td>
</tr>
<tr>
<td>8</td>
<td>L-108-5.3</td>
<td>Bare #6 AWG Counterpoise Wire Installed in Trench, Including Ground Rods and Connectors</td>
<td>Linear Foot</td>
<td>50,000</td>
<td>$10.75</td>
<td>$537,500</td>
</tr>
<tr>
<td>9</td>
<td>L-108-5.4</td>
<td>No. 8 AWG L-824C, 5KV Temporary Cable Installed as Required</td>
<td>Linear Foot</td>
<td>10,000</td>
<td>$17.95</td>
<td>$17,950</td>
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<tr>
<td>10</td>
<td>L-110-5.1</td>
<td>Two-Inch PVC Conduit Installed in Grass Area</td>
<td>Linear Foot</td>
<td>43,200</td>
<td>$17.95</td>
<td>$773,280</td>
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<tr>
<td>11</td>
<td>L-110-5.2</td>
<td>Two-Way Two-Inch PVC Conduit Installed in Grass Area</td>
<td>Linear Foot</td>
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<td>$26.45</td>
<td>$211,600</td>
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<td>12</td>
<td>L-110-5.3</td>
<td>Two-Inch PVC Concrete Encased Conduit Installed in Existing Pavement</td>
<td>Linear Foot</td>
<td>1,200</td>
<td>$195.00</td>
<td>$234,000</td>
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<tr>
<td>13</td>
<td>L-110-5.4</td>
<td>Two-Inch HDPE Directional Drilled Conduit</td>
<td>Linear Foot</td>
<td>1,700</td>
<td>$396.00</td>
<td>$673,256</td>
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<tr>
<td>14</td>
<td>L-110-5.5</td>
<td>Test Pits to Verify the Duct Systems Locations</td>
<td>Each</td>
<td>40</td>
<td>$110</td>
<td>$4,400</td>
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<tr>
<td>15</td>
<td>L-115-5.1</td>
<td>New L-867D Junction Can Installed in Grass Area</td>
<td>Each</td>
<td>24</td>
<td>$575</td>
<td>$13,800</td>
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<tr>
<td>16</td>
<td>L-125-5.1</td>
<td>Remove Existing Elevated Edge Light, Transformer and Base in Grass Area</td>
<td>Each</td>
<td>596</td>
<td>$540.50</td>
<td>$322,140</td>
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<tr>
<td></td>
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<td>Unit Price</td>
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</tr>
<tr>
<td>---</td>
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<td>----------</td>
<td>------------</td>
<td>--------</td>
<td></td>
</tr>
<tr>
<td>17</td>
<td>L-125-5.2 Remove Existing Elevated Edge Light and Transformer Located in Shoulder Pavement</td>
<td>Each</td>
<td>16</td>
<td>$8810</td>
<td>$1410</td>
<td></td>
</tr>
<tr>
<td>18</td>
<td>L-125-5.3 Remove Existing In-Pavement or Elevated Light, Transformer and Fill Base with HES and Elastomeric Concrete</td>
<td>Each</td>
<td>18</td>
<td>$115</td>
<td>$2070</td>
<td></td>
</tr>
<tr>
<td>19</td>
<td>L-125-5.4 Remove Existing Threshold Light and Install 3/4&quot; Steel Cover</td>
<td>Each</td>
<td>16</td>
<td>$140</td>
<td>$2240</td>
<td></td>
</tr>
<tr>
<td>20</td>
<td>L-125-5.5 New L-861T(L) Elevated Taxiway Edge Light Installed on New Base in Grass Shoulder</td>
<td>Each</td>
<td>530</td>
<td>$1,625</td>
<td>$841,520</td>
<td></td>
</tr>
<tr>
<td>21</td>
<td>L-125-5.6 New L-861T(L) Elevated Taxiway Edge Light Installed on New Base in Paved Shoulder</td>
<td>Each</td>
<td>17</td>
<td>$998</td>
<td>$16,946</td>
<td></td>
</tr>
<tr>
<td>22</td>
<td>L-125-5.7 New L-862 Elevated Runway Edge Light Installed on New Base in Grass Shoulder</td>
<td>Each</td>
<td>65</td>
<td>$1,196</td>
<td>$110,240</td>
<td></td>
</tr>
<tr>
<td>23</td>
<td>L-125-5.8 New L-862E Elevated Runway Threshold Light Installed, Complete</td>
<td>Each</td>
<td>16</td>
<td>$977</td>
<td>$15,672</td>
<td></td>
</tr>
<tr>
<td>24</td>
<td>L-125-5.9 New L-850C In-Pavement Runway Edge Light Installed on New Base in Existing Pavement</td>
<td>Each</td>
<td>14</td>
<td>$1,465</td>
<td>$20,510</td>
<td></td>
</tr>
<tr>
<td>25</td>
<td>L-125-5.10 New L-850C In-Pavement Runway Edge Light Installed on New Base in Grass Area</td>
<td>Each</td>
<td>5</td>
<td>$1,575</td>
<td>$7875</td>
<td></td>
</tr>
<tr>
<td>26</td>
<td>L-125-5.11 L-853 Blue Elevated Retroreflective Taxiway Edge Marker Stake Mounted in Grass</td>
<td>Each</td>
<td>40</td>
<td>$295</td>
<td>$11,800</td>
<td></td>
</tr>
<tr>
<td>27</td>
<td>L-125-5.12 Supplemental Components</td>
<td>Lump Sum</td>
<td>1</td>
<td>$32,100</td>
<td>$32,100</td>
<td></td>
</tr>
<tr>
<td>28</td>
<td>L-125-5.13 Reinforced Precast Concrete Maintenance Pad</td>
<td>Cubic yard</td>
<td>25</td>
<td>$495</td>
<td>$12,375</td>
<td></td>
</tr>
</tbody>
</table>

Total: Three Million Six Hundred Thirty-Four Thousand Two Thirty-two

**UNIT PRICES**

Unit Prices, if presented within the Bid Form, will be used to increase or decrease the total Contract Bid amount as the volume of the Work is increased or decreased by means of these components. Unit prices shall include labor, supervisors, material, material waste, equipment usage, testing, insurance, taxes, bonds, general overhead, and profit. The AUTHORITY does not expressly or by implication agree that the actual quantities involved will correspond exactly with the amounts set forth in the Bid Form; nor shall the BIDDER plead misunderstanding or deception because of such estimates of quantities, or of the character, location, or other conditions pertaining to the Work. Payment to the CONTRACTOR will be made only for the actual quantities of Work performed or materials furnished, in accordance with the Contract Documents. It is understood that the
BIDDER agrees that the Work will be substantially completed within the number of calendar days indicated in Article 4.1 of the Agreement.

BIDDER accepts the provisions of Article 4.2 of the Agreement as to liquidated damages in the event of failure to complete the Work within the Contract Time.

The terms used in this Bid are defined in the Agreement or elsewhere in the Contract Documents and have the meanings assigned to them in the Agreement or other Contract Documents.

The following documents are attached to and made a part of this Bid:

(a) Bid Bond
(b) Certified Copy of Resolution of Board of Directors
(c) Non-Collusion Form
(d) Bidder Qualification Questionnaire
(e) Acknowledgment by Bidder

DATE: August 9, 2017

George J. Martin & Son, Inc.
Legal Name of Person, Partnership or Corporation

By: ____________________________
Authorized Signature
Senior Estimator
Title

2 Cooper Ave.
Address

Patrick Galgay
NAME OF CONTACT PERSON

(518) 477-7577 ext. 203
TELEPHONE NUMBER

(518) 477-9750
FACSIMILE NUMBER
FORM OF BID BOND

(To be submitted, at the option of the Bidder, in lieu of certified check for guarantee.)

Bond No. GEOR8-6-17-1

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, ____________________________,

George J. Martin & Son, Inc.

as Principal, and ____________________________,

as Surety, are hereby held and firmly bound unto the Albany County Airport Authority, Administration Building, Second Floor, Albany International Airport, Albany, New York 12211 (the “AUTHORITY”), as Obligee, in the penal sum of Five Percent of the Amount Bid

$_________ Dollars, ($5.00%) lawful money of the United States of America, 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.

WHEREAS, the Principal has submitted to the Obligee a certain Bid, dated August 10th, 2017, attached hereto and made a part hereof, to enter into an Agreement in writing, for the rehabilitation and/or construction of the Work specified in such Bid and Agreement. Runway 01-19 and Taxiway A Edge Lighting Systems Replacement, Contract No. 912-E

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that:

(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 an Agreement in the form of Agreement attached hereto (properly completed in accordance with said Bid) and shall furnish a bond for his faithful performance of said Agreement, 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 by the acceptance 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, in the aggregate, the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and 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 AUTHORITY may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and 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, this 8th day of August, 2017.
George J. Martin & Son, Inc.
(Principal)

By: Joan M. Hart, President

Travelers Casualty and Surety Company of America
(Surety)

By: Kevin J. Garrity, Attorney-in-Fact
STATE OF NEW YORK )
COUNTY OF RENSELAAER)                      Bond No. GEOR8-8-17-1

ON this 8th day of August, 2017 before me personally came
Joan M. Hart to me known, being sworn
by me, did depose and say that he/she resides in Rensselaer, NY
that he/she is the President of GEORGE J. MARTIN & SON, INC.
the corporation described in and which
executed the above instrument; that he/she knows the said seal of such
corporation; that the seal affixed to said instrument is such corporate
seal; and that it was so affixed by the order of the Board of Directors of
said corporation, and that he/she signed his/her name thereto by like order.
Sworn to and acknowledged on the above date,

JENNIFER S. VANATT
Notary Public, State of New York
Qualified in Columbia County
Reg # 01VA6135808
Commission Expires Oct. 24, 2017

STATE OF NEW YORK )
COUNTY OF RENSELAAER)                      Bond No. GEOR8-8-17-1

ON this 8th day of August, 2017 before me personally came
Kevin J. Garrity to me known who resides in Albany, NY
and duly sworn and says that he/she is the Attorney-in-fact of
the TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
and knows the corporate seal and that it was affixed thereto by order of the
Board of Directors by Power of Attorney of said Company; of which a certified
copy is attached; and that he/she signed said instrument as an Attorney-in-Fact
of said Company by like authority.
Sworn to and acknowledged on the above date,

JENNIFER S. VANATT
Notary Public, State of New York
Qualified in Columbia County
Reg # 01VA6135808
Commission Expires Oct. 24, 2017

STATE OF NEW YORK )
COUNTY OF ________)

ON this _____ day of _____________ 20__, before me personally came
______________________________ to me known and known to me to be
the person described in and who executed the foregoing instrument and
he thereupon acknowledged to me that he executed the same.
Sworn to and acknowledged on the above date,_____________________.

JENNIFER S. VANATT
Notary Public, State of New York
Qualified in Columbia County
Reg # 01VA6135808
Commission Expires Oct. 24, 2017
POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 225868
Certificate No. 006952691

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc. is a corporation duly organized under the laws of the State of Wisconsin (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, Judy Tomlinson, Lori Francett, Audrey J. Danielsen, Tanya M. Volk, John F. Murray Jr., Mary Dixon, Diane M. Peligian, and John C. Tickner

of the City of East Greenbush, State of New York, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, 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 their 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 24th day of August, 2016.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

State of Connecticut
City of Hartford ss.

By: ________________

[Signature]

Robert L. Raney, Senior Vice President

On this the 24th day of August, 2016, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations 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, 2021.

[Signature]

Marie C. Tetreault, Notary Public

58440-5-16 Printed in U.S.A.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER
**TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA**  
HARTFORD, CONNECTICUT 06183

**FINANCIAL STATEMENT AS OF DECEMBER 31, 2016**  
**AS FILED IN THE STATE OF NEW YORK**  
CAPITAL STOCK $6,480,000

<table>
<thead>
<tr>
<th><strong>ASSETS</strong></th>
<th><strong>LIABILITIES &amp; SURPLUS</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>CASH AND INVESTED CASH</td>
<td>$23,923,643</td>
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<tr>
<td>BONDS</td>
<td>3,472,057,233</td>
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<td>STOCKS</td>
<td>321,316,765</td>
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<td>INVESTMENT INCOME DUE AND ACCRUED</td>
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<td>OTHER INVESTED ASSETS</td>
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<td>PREMIUM BALANCES</td>
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<td>NET DEFERRED TAX ASSET</td>
<td>68,571,068</td>
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<td>REINSURANCE RECOVERABLE</td>
<td>23,137,819</td>
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<td>SECURITIES LENDING REINVESTED COLLATERAL ASSETS</td>
<td>6,917,816</td>
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<tr>
<td>RECEIVABLES FROM PARENT, SUBSIDIARIES AND AFFILIATES</td>
<td>9,691,630</td>
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<td>ASSUMED REINSURANCE RECEIVABLE AND PAYABLE</td>
<td>593,147</td>
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<td>OTHER ASSETS</td>
<td>6,198,678</td>
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<tr>
<td><strong>TOTAL ASSETS</strong></td>
<td><strong>$4,195,751,503</strong></td>
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<tr>
<td><strong>UNearned PREMIUMS</strong></td>
<td><strong>$679,281,218</strong></td>
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<tr>
<td><strong>LOsses</strong></td>
<td><strong>758,691,002</strong></td>
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<td><strong>LOss ADJUSTMENT EXPENSES</strong></td>
<td><strong>224,272,269</strong></td>
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<td><strong>COMMISSIONS</strong></td>
<td><strong>39,769,777</strong></td>
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<tr>
<td><strong>TAXES, LICENSES AND FEES</strong></td>
<td><strong>13,875,062</strong></td>
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<td><strong>OTHER EXPENSES</strong></td>
<td><strong>42,557,946</strong></td>
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<td><strong>CURRENT FEDERAL AND FOREIGN INCOME TAXES</strong></td>
<td><strong>11,351,548</strong></td>
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<td><strong>REMITTANCES AND ITEMS NOT ALLOCATED</strong></td>
<td><strong>5,443,140</strong></td>
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<td><strong>AMOUNTS WITHHELD / RETAINED BY COMPANY FOR OTHERS</strong></td>
<td><strong>73,657,600</strong></td>
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<td><strong>RETOACTIVE REINSURANCE RESERVE ASSUMED</strong></td>
<td><strong>977,978</strong></td>
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<td><strong>POLICYHOLDER DIVIDENDS</strong></td>
<td><strong>9,082,502</strong></td>
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<td><strong>PROVISION FOR REINSURANCE</strong></td>
<td><strong>5,555,960</strong></td>
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<tr>
<td><strong>ADVANCE PREMIUM</strong></td>
<td><strong>1,786,267</strong></td>
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<td><strong>PAYABLE FOR SECURITIES</strong></td>
<td><strong>3,643,166</strong></td>
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<td><strong>PAYABLE FOR SECURITIES LENDING</strong></td>
<td><strong>6,917,816</strong></td>
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<tr>
<td><strong>Ceded REINSURANCE NET PREMIUMS PAYABLE</strong></td>
<td><strong>26,618,735</strong></td>
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<td><strong>REINSURANCE PAYABLE ON PAID LOSSES &amp; LOSS ADJ. EXPENSES</strong></td>
<td><strong>685,744</strong></td>
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<tr>
<td><strong>OTHER ACCRUED EXPENSES AND LIABILITIES</strong></td>
<td><strong>1,249,261</strong></td>
</tr>
<tr>
<td><strong>TOTAL LIABILITIES</strong></td>
<td><strong>$2,107,562,219</strong></td>
</tr>
</tbody>
</table>

| **CAPITAL STOCK** | **$6,480,000** |
| **PAID IN SURPLUS** | **433,603,760** |
| **OTHER SURPLUS** | **1,847,005,024** |
| **TOTAL SURPLUS TO POLICY-HOLDERS** | **$2,088,198,244** |
| **TOTAL LIABILITIES & SURPLUS** | **$4,195,751,503** |

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


**Michael J. Doody**  
SECOND VICE PRESIDENT

**SUSAN M. WEISSLEDER**  
Notary Public  
*My Commission Expires November 30, 2017*
CERTIFIED COPY OF RESOLUTION OF
BOARD OF DIRECTORS OF

George J. Martin & Son, Inc.

(NAME OF CORPORATION)

RESOLVED that ______________, Senior Estimator
(Person Authorized to Sign) (Title)

of ____________________________ be authorized to sign and
(NAME OF CORPORATION)

submit the Bid of this corporation for the following Project: Runway 01-19 and Taxiway A Edge Lighting
and to include in such bid the certificate as to non-collusion, and for any inaccuracies or misstatements in
such certificate this corporate Bidder shall be liable under the penalties of perjury.

The foregoing is a true and correct copy of the resolution adopted by ______________________

George J. Martin & Son, Inc. at a meeting of its Board of Directors

(NAME OF CORPORATION)

held

on the ___ day of August 2017.

By: ______________________

Title: Senior Estimator

(SEAL)

The above form must be completed if the Bidder is a Corporation.
ALBANY COUNTY AIRPORT AUTHORITY

STATEMENT OF NON-COLLUSION

Pursuant to Section 2878 of the New York Public Authorities Law.

Non-collusive bidding certification.

(a) 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 to the best of his knowledge and belief:

(1) The prices in this Bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor;

(2) Unless otherwise required by law, the prices which have been quoted in this Bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly, to any other Bidder or to any competitor; and,

(3) No attempt has been made or will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

This statement is subscribed by the undersigned and affirmed by such bidder as true under the penalties of perjury.

FIRM (Bidder)

[Signature]

DATE August 10, 2017

(b) A bid shall not be considered for award nor shall any award be made where (a)(1) (2) and (3) above have not been complied with; provided however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefor. Where (a) (1) (2) and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the state, public department or agency to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that a bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of subparagraph one (a).
The undersigned guarantees the accuracy of all statements and answers herein contained. *(Please print in ink).*

1. How many years has your firm been in business as a Contractor?

78

2. List up to three (3) projects of this nature that you have completed in the last three (3) years, and give the name, address and telephone number of a reference from each. Also give the completion date, the original contract bid price and the completed cost of each project listed.

   *Regeneron Building 12 Process Area #7: Tony Dorado – 302 Washington Ave Ext., Albany, NY 12203 (518) 376-4330*
   
   *End Date: August 2015. Original Contract Amount: $7,890,000.00 – Final Contract Amount: $10,384,246.00*

   *Waste Water Capacity Increase: Chris Leprowski – 6 Industry Drive, Waterford, NY 12188 (518) 233-0600*
   
   *End Date: September 2015. Original Contract Amount: $1,289,600.00 – Final Contract Amount: $1,387,526.00*

3. List projects presently under construction by your firm the dollar volume of the contract and the percentage completion of the contract.

   *Bulk Chemical Storage. $657,000.00 35%*

   *Rivers Hotel Project. $3,100,000.00 98%*

   *GlobalFoundaries Work for Turner Construction. $873,000.00 76%*

   *Regeneron Work. $683,000 65%*

   *Miscellaneous Work & Small Work Projects. $2,800,000.00 82%*
4. Have you ever failed to complete work on a contract awarded to you? If so, state where and why.

No.

5. Do you plan to subcontract any part of this work? If so, give details.

Excavation, boring, temp lighting, and cement back fill on main branch feed will be carried by Lynch Communications Construction, LLC.

6. What equipment do you own that is available for this work?

Bucket trucks, rack trucks, pullers, hot boxes.

7. What equipment do you plan to rent or purchase for this work?

Light Towers.

8. Have you ever performed work under the direction of a Professional Engineer or Registered Architect? If so, list up to three (3) such firms giving the name of the firm, its address, telephone number and the name of the project. (List most recent projects).

M & W - 251 Fuller Rd #401, Albany, NY 12203 (518) 438-7100. GlobalFoundries – TDC 16H Project

CT Male - 50 Century Hill Dr., Latham, NY 12110 (518) 786-7400. Regeneron Parking Garage

Air Liquide – 9811 Katy Fwy, Houston, TX 77024 (713)624-8000. GlobalFoundries BGY 1 & BGY 2
9. Give the name, address and telephone number of an individual who represents each of the following and whom the Authority may contact to investigate your financial responsibility: a surety, a bank, and a major material supplier.

Roberta Whitman 2 Cooper Ave, Rensselaer, NY 12144. (518) 477-7577 ext. 104

10. Give a summary of your financial statement. List assets and liabilities, use an insert sheet, if needed. Only the three (3) lowest bidders shall submit this information to the Authority within one hundred twenty (120) hours of the opening of the Bids.

Available upon request.

11. Is your firm presently or has your firm ever been a party defendant in a lawsuit commenced against your firm alleging failure to properly complete work in accordance with the contract for same; if so, give details.

No.
12. Has your firm received two (2) Final Determinations within any consecutive six-year period, the second final determination occurring within the past five (5) years, that your firm willfully failed to pay the prevailing rate of wages or to provide supplements in accordance with Article 8 of the Labor Law? If so, give details.

No.


A. Has any Governmental Entity made a finding of non-responsibility regarding the individual or entity seeking to enter into the Procurement Contract in the previous four years? (Please circle):

No    Yes

If yes, please answer the next questions:

B. Was the basis for the finding of non-responsibility due to a violation of State Finance Law §139-j (Please circle):

No    Yes

C. Was the basis for the finding of non-responsibility due to the intentional provision of false or incomplete information to a Governmental Entity? (Please circle):

No    Yes

D. If you answered yes to any of the above questions, please provide details regarding the finding of non-responsibility below.

Governmental Entity: _________________________

Date of Finding of Non-responsibility: ___________________

Basis of Finding of Non-Responsibility: __________________

(Add additional pages as necessary)

E. Has any Governmental Entity or other governmental agency terminated or withheld a Procurement Contract with the above-named individual or entity due to the intentional provision of false or incomplete information? (Please circle):

No    Yes

F. If yes, please provide details below.
State the true, exact, correct and complete name of the partnership, corporation and trade name under which you do business, and the address of the place of business. (If a partnership, state the name of all general partners. If a trade name, state the names of the individuals who do business under the trade name.) It is absolutely necessary that this information be furnished.

Complete Legal Name of Bidder: George J. Martin & Son, Inc.

(a) The Bidder is a ________ Corporation
    (corporation, partnership, or individual)

(b) The State of incorporation or partnership is

(c) The address of principal place of business is (in case of an individual, also list residence):

   2 Cooper Ave., Rensselaer, NY 12144

(d) The names of the corporate officers, or partners, or individuals doing business under a trade name, are as follows:

   Patrick Galgay  Senior Estimator
   Print Name and Title

   (518) 477-7577 ext. 203 - (518) 477-9750

Name of Contact Person – Telephone No. – Facsimile No.
By acknowledging, below, Bidder certifies that all information provided (including information with respect to State Finance Law §139k) is complete, true and accurate. The Authority reserves the right to terminate the contract in the event it is found that the certification filed by the Bidder in accordance with New York State Finance Law §139k was intentionally false or intentionally incomplete. Upon such finding, the Authority may exercise its termination right by providing written notification to the Bidder in accordance with the written notification terms of this contract.

ACKNOWLEDGMENT BY BIDDER:

If Individual or Individuals:

State of _______ 
County of ____________ 

On this _____ day of ______________________, 2017 before me personally appeared ___________________________, known to me to be same person(s) described in and who executed the within instrument, and he (or they severally) acknowledged to me that he (or they) executed the same.

Notary Public

State of _______
Qualified in _______________________
My Commission expires__________________

If Corporation:

State of NY 
County of Rensselaer 

On this _____ day of August __________, 2017 before me personally appeared ___________________________, to me known, who, being by me sworn, did say that he resides at (give address) __2 Cooper Ave., Rensselaer, NY 12144 
______________; that he is the (give title) ____________________ of (name of Corporation), _________________; that the Corporation described in and which executed the above instrument; that he knows the seal of the Corporation; that the seal was affixed to the foregoing instrument by order of the Board of Directors of the Corporation; and that he signed his name thereto by like order.

__________________________
Notary Public

State of NY 
Qualified in __________ 
My Commission expires ___________

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