



Airport Improvement Committee

Wednesday, April 3, 2024 2PM
40 McMaster Street, Ballston Spa, NY

Chair: Philip Barrett

Members: Ian Murray, Scott Ostrander, Jean Raymond, Kevin Veitch

Agenda

- I. Welcome and Attendance
- II. Approval of the minutes of the March 6, 2024 meeting.
- III. Authorizing a contract with Callanan Industries, Inc. for construction services related to rehabilitation of an airport apron associated with the County's New FBO Terminal project and amending the 2024 budget in relation thereto (Chad Cooke, Public Works)
- IV. Other Business
- V. Adjournment



SARATOGA COUNTY AGENDA ITEM REQUEST

TO: Steve Bulger, County Administrator
Ridge Harris, Deputy County Administrator
George Conway, 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
Samantha Kupferman, County Attorney's Office

DEPARTMENT: Department of Public Works

DATE: 3/22/24

COMMITTEE: Airport Improvement

1. Is a Resolution Required:

Yes, Contract Approval

2. Proposed Resolution Title:

Authorize a contract with Callanan Industries, Inc. in the amount of \$947,357.50 for construction services related to rehabilitation of an airport apron associated with the County's New FBO Terminal project and amending the 2024 budget in relation thereto.

3. Specific Details on what the resolution will authorize:

Authorize a contract with Callanan Industries, Inc. in the amount of \$947,357.50 for construction services related to rehabilitation of an airport apron associated with the County's New FBO Terminal project and amending the 2024 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
H2024.50-5031	Transfer from General Fund	\$197,357.50

Expense

Account Number	Account Name	Amount
A.90.920.9900-H2024	Transfer to 2024 Capital Plan	\$197,357.50
H2024.50.513-7092	Infrastructure	\$197,357.50

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

Decrease A-0599.B Appropriated Fund Balance-Budgetary

Amount: \$197,357.50

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

Other

a. G/L line impacted **Noted above**

b. Budget year impacted **2024**

c. Details

"The budget will be amended to authorize the related expenses and decrease fund balance by \$197,357.50."

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

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-PWWAR-9

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):

Callanan Industries, Inc. (Buck Hellwig)
PO Box 15097
Albany, NY 12212

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:

Human Resources Consulted

Purchasing Office Consulted
Yes

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 Copy of bid and award recommendation

10. Remarks:

This portion of the Terminal project was originally estimated at \$750,000. During design, elements of the apron required modification in order to adjust to Terminal building changes. The modifications resulted in a larger apron footprint with increased depths. As a result, construction costs are higher than originally anticipated.

Several contractors picked up bid sets but only one (Callanan Industries) submitted a responsible bid.

Precedent Resolution: 347 of 2023



McFarland Johnson

Innovative Solutions / Sustainable Results

90 East Avenue • Saratoga Springs, NY 12866
 Phone: (518) 580-9380 • Fax: (518) 580-9383
www.mjinc.com

March 22, 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 3-Apron Rehabilitation
 Saratoga County Bid 23-PWWAR-9; NYSDOT PIN 1902.19; FAA AIP 3-36-0004-OXX-2024

Dear Mr. Cooke:

Bids for the above referenced project were received on March 15, 2023, with the low bid submitted by Callanan Industries, Inc. of PO Box 15097, Albany, NY 12212. There was one (1) bid submitted, bid results were as follows:

Bidder	Total
Callanan Industries, Inc	\$947,357.50
Engineer's Estimate	\$1,106,730.00

The certified bid results are attached. The low bid has been reviewed, was found to be complete and without mathematical error. Based on the contractor's qualifications, and experience on similar projects, we are recommending award of the construction contract to the lowest responsible bidders as follows:

Callanan Industries, Inc.
 PO Box 15097
 Albany, NY 12212
 \$947,357.50

It should be noted that while there was only one bidder, there were a number of plan holders who did not bid the project. We attempted to contact the plan holders and inquire as to why they did not bid. A record of our communications is attached. If you have any questions or require any additional information, please do not hesitate to contact this office.

Sincerely,
 McFarland-Johnson, Inc.

Turner Bradford

Turner Bradford

enclosures

cc: Kelli Walters, McFarland Johnson

Saratoga County Airport New FBO Terminal - Phase 3 Apron Rehabilitation Wednesday, March 15, 2023 MJ Project No. 18763.03				McFarland Johnson 90 East Avenue Saratoga Springs, NY 12866		Callanan Industries, Inc. PO Box 15097 Albany, NY 12212	
Item No.	Description	Unit of measure	Estimated Quantity	Engineer's Estimate		Contractor 1	
				Unit Price	Total Value	Unit Price	Total Value
C-100-1	CONTRACTOR QUALITY CONTROL PROGRAM (CQCP)	LS	1	\$20,000.00	\$20,000.00	\$10,000.00	\$10,000.00
C-102-44	CONSTRUCTION ENTRANCE/EXIT-TEMPORARY	EA	2	\$5,000.00	\$10,000.00	\$6,000.00	\$12,000.00
C-102-45	SEDIMENT FILTER LOG, 12"	LF	1,330	\$12.00	\$15,960.00	\$10.00	\$13,300.00
C-105-1	MOBILIZATION (3% MAX)	LS	1	\$32,200.00	\$32,200.00	\$25,000.00	\$25,000.00
M-120-1	MAINTENANCE AND PROTECTION OF TRAFFIC	LS	1	\$80,000.00	\$80,000.00	\$55,000.00	\$55,000.00
M-150-1	PROJECT SURVEY AND STAKEOUT	LS	1	\$50,000.00	\$50,000.00	\$25,000.00	\$25,000.00
P-101-1	BITUMINOUS PAVEMENT REMOVAL	SY	4,400	\$10.00	\$44,000.00	\$7.50	\$33,000.00
P-101-2	REMOVE EXISTING AIRCRAFT TIE-DOWN ANCHOR	EA	21	\$100.00	\$2,100.00	\$1,000.00	\$21,000.00
P-101-3	COLD MILLING	SY	2,000	\$12.00	\$24,000.00	\$8.50	\$17,000.00
P-101-4	MISCELLANEOUS COLD MILLING	SY	50	\$25.00	\$1,250.00	\$45.00	\$2,250.00
P-101-5	JOINT AND CRACK REPAIR, TYPE I	LF	500	\$2.00	\$1,000.00	\$15.00	\$7,500.00
P-101-6	JOINT AND CRACK REPAIR, TYPE II	LF	200	\$20.00	\$4,000.00	\$30.00	\$6,000.00
P-152-1	UNCLASSIFIED EXCAVATION AND DISPOSAL	CY	550	\$20.00	\$11,000.00	\$65.00	\$35,750.00
P-152-4	UNDERCUT EXCAVATION AND BACKFILL	CY	50	\$65.00	\$3,250.00	\$65.00	\$3,250.00
P-209-1	CRUSHED AGGREGATE BASE COURSE	CY	2,300	\$90.00	\$207,000.00	\$105.00	\$241,500.00
P-209-2	SEPARATION GEOTEXTILE FABRIC	SY	3,800	\$5.00	\$19,000.00	\$2.50	\$9,500.00
P-401-1	ASPHALT SURFACE COURSE	TON	2,500	\$180.00	\$450,000.00	\$130.00	\$325,000.00
P-603-1	EMULSIFIED ASPHALT TACK COAT	GAL	790	\$10.00	\$7,900.00	\$15.00	\$11,850.00
P-605-1	JOINT SEALING FILLER	LF	1,140	\$6.00	\$6,840.00	\$9.50	\$10,830.00
P-620-1	MARKING REMOVAL	SF	150	\$20.00	\$3,000.00	\$10.00	\$1,500.00
P-620-2	YELLOW PAVEMENT MARKINGS	SF	1,110	\$5.00	\$5,550.00	\$2.50	\$2,775.00
P-620-3	BLACK PAVEMENT MARKINGS	SF	2,220	\$4.00	\$8,880.00	\$2.50	\$5,550.00
T-901-1	SEEDING	KSF	25	\$100.00	\$2,500.00	\$90.00	\$2,250.00
T-905-1	TOPSOILING (OBTAINED ON SITE)	CY	150	\$25.00	\$3,750.00	\$90.00	\$13,500.00
T-908-1	MULCHING	SY	2,800	\$1.00	\$2,800.00	\$1.50	\$4,200.00
L-108-105	NO. 8 AWG CABLE INSTALLED IN DUCT, CONDUIT, OR DUCTBANK	LF	1,600	\$3.00	\$4,800.00	\$3.50	\$5,600.00
L-108-201	NO. 6 AWG, SOLID, BARE COUNTERPOISE WIRE INSTALLED IN TRENCH	LF	1,300	\$5.00	\$6,500.00	\$6.00	\$7,800.00
L-110-104	NON-ENCASED ELECTRICAL CONDUIT, 2" SCH 40 PVC	LF	1,070	\$15.00	\$16,050.00	\$12.75	\$13,642.50
L-110-502	ENCASED ELECTRICAL DUCT BANK, 2" 2-WAY SCH 40 PVC	LF	220	\$100.00	\$22,000.00	\$50.00	\$11,000.00
L-110-6	REMOVE EXISTING CABLE AND CONDUIT	LF	1,240	\$10.00	\$12,400.00	\$3.00	\$3,720.00
L-125-21	L-861T(L) MEDIUM INTENSITY ELEVATED TAXIWAY EDGE LIGHT	EA	1	\$2,000.00	\$2,000.00	\$1,300.00	\$1,300.00
L-125-66	REMOVE, RELOCATE, AND RESET EXISTING TAXIWAY EDGE LIGHT	EA	17	\$1,000.00	\$17,000.00	\$470.00	\$7,990.00
L-125-69	REMOVE, RELOCATE, AND RESET EXISTING TAXIWAY GUIDANCE SIGN	EA	2	\$5,000.00	\$10,000.00	\$900.00	\$1,800.00
				TOTAL Estimate	\$1,106,730.00	TOTAL Bid	\$947,357.50

Turner Bradford

This is to certify that this document represents the bids received on March 15, 2023 and that we have reviewed the bid tabs.

Bid Due Diligence for Single Bid

Saratoga County Airport – New FBO Terminal, Phase 3-Apron Rehabilitation
 Saratoga County Bid 23-PWWAR-9; NYSDOT PIN 1902.19; FAA AIP 3-36-0004-OXX-
 2024

Plan holder Name	Pre-Bid Call Date	Pre-Bid Call Result	Post-Bid Call Date	Post-Bid Call Result
Luizzi	3/5	Not bidding	N/A	Did not bid
Davco	3/5	Voicemail	3/19	Too busy
JH Maloy	3/5	Plan to bid	3/19	Voicemail
		Email	3/20	
Kubricky	3/5	Voicemail	3/19	Voicemail
			3/20	Presence of PLA made job unattractive
Callanan	3/5	Voicemail	Submitted bid	
Delsignore	3/5	Not bidding	N/A	Did not bid
Rifenburg	3/5	Voicemail	3/19	Voicemail
		Email	3/20	Presence of PLA made job unattractive

FORM OF BID

SPECIFICATION COUNTY BID #23-PWWAR-9

NEW FIXED BASE OPERATOR (FBO) TERMINAL PHASE 3 – APRON REHAB

Date: MARCH 15, 2024

Bid of CALLANAN INDUSTRIES, INC. (hereinafter called "Bidder")

organized and existing under the laws of the State of DELAWARE

doing business as CALLANAN INDUSTRIES, 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 3 – APRON REHAB** 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 stated in the following. The bidder agrees to furnish all labor, equipment, and material necessary for **NEW FIXED BASE OPERATOR (FBO) TERMINAL PHASE 3 – APRON REHAB** based on these specifications **COUNTY BID #23-PWWAR-9** and a review of the site.

FORM OF BID

NEW FIXED BASE OPERATOR (FBO) TERMINAL PHASE 3 – APRON REHAB

BIDDER'S NAME: CALLANAN INDUSTRIES, INC.

<u>Addenda Acknowledgement:</u>	<u>Addendum No.</u>	<u>Date Received</u>
	<u>#1</u>	<u></u>
	<u>#2</u>	<u>3/4/2024</u>
	<u></u>	<u></u>

TOTAL BID AMOUNT.....\$ 947,357.50

TOTAL WRITTEN AMOUNT: NINE HUNDRED FORTY-SEVEN THOUSAND THREE HUNDRED FIFTY-SEVEN DOLLARS AND FIFTY CENTS

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% (in figures)
FIVE PERCENT OF TOTAL AMOUNT BID (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 

NAME & TITLE BUCK HELLWIG, GENERAL MANAGER

(Seal if bid is by a corporation)

COMPANY CALLANAN INDUSTRIES, INC.

ADDRESS PO BOX 15097, ALBANY, NY 12212

FEIN 14-1539261

TELEPHONE 518-374-2222

DATE MARCH 15, 2024

FAX 518-381-6779

EMAIL ADDRESS ESTIMATING@CALLANAN.COM

FORM OF BID

NEW FIXED BASE OPERATOR (FBO) TERMINAL PHASE 3 – APRON REHAB

BIDDER'S NAME: CALLANAN INDUSTRIES, INC.

BID SUMMARY SHEET

ITEM NO.	ESTIMATED QUANTITY	ITEM DESCRIPTION WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT PRICE		AMOUNT	
			Dollars	Cents	Dollars	Cents
C-100-1	$\frac{1}{LS}$	<u>Contractor Quality Control Program (COCP)</u> for the unit price per Lump Sum of: <u>TEN THOUSAND DOLLARS</u> _____ dollars and <u>ZERO</u> cents.	10,000	00	10,000	00
C-102-44	$\frac{2}{EA}$	<u>Construction Entrance/Exit (Temporary)</u> for the unit price per Each of: <u>SIX THOUSAND DOLLARS</u> _____ dollars and <u>ZERO</u> cents.	6,000	00	12,000	00
C-102-45	$\frac{1,330}{LF}$	<u>Sediment Log, 12"</u> for the unit price per Linear Foot of: <u>TEN DOLLARS</u> dollars and <u>ZERO</u> cents.	10	00	13,300	00
C-105-1	$\frac{1}{LS}$	<u>Mobilization (3% Max)</u> for the unit price per Lump Sum of: <u>TWENTY-FIVE THOUSAND DOLLARS</u> _____ dollars and <u>ZERO</u> cents.	25,000	00	25,000	00
M-120-1	$\frac{1}{LS}$	<u>Maintenance and Protection of Traffic</u> for the unit price per Lump Sum of: <u>FIFTY-FIVE THOUSAND DOLLARS</u> _____ dollars and <u>ZERO</u> cents.	55,000	00	55,000	00

ITEM NO.	ESTIMATED QUANTITY	ITEM DESCRIPTION WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT PRICE		AMOUNT	
			Dollars	Cents	Dollars	Cents
M-150-1	$\frac{1}{LS}$	<u>Project Survey and Stakeout</u> for the unit price per Lump Sum of: <u>TWENTY-FIVE THOUSAND</u> _____ dollars and <u>ZERO</u> cents.	25,000	00	25,000	00
P-101-1	$\frac{4,400}{SY}$	<u>Bituminous Pavement Removal</u> for the unit price per Square Yard of: _____ <u>SEVEN</u> dollars And <u>FIFTY</u> cents	7	50	33,000	00
P-101-2	$\frac{21}{EA}$	<u>Remove Existing Aircraft Tie-Down Anchor</u> for the unit price per Each of: _____ <u>ONE THOUSAND</u> dollars <u>ZERO</u> And _____ cents	1,000	00	21,000	00
P-101-3	$\frac{2,000}{SY}$	<u>Cold Milling</u> for the unit price per Square Yard of: _____ <u>EIGHT</u> dollars And <u>FIFTY</u> cents	8	50	17,000	00
P-101-4	$\frac{50}{SY}$	<u>Miscellaneous Cold Milling</u> for the unit price per Square Yard of: _____ <u>FORTY-FIVE</u> dollars And <u>ZERO</u> cents	45	00	2,250	00
P-101-5	$\frac{500}{LF}$	<u>Joint and Crack Repair, Type I</u> for the unit price per Linear Foot of: _____ <u>FIFTEEN</u> dollars And <u>ZERO</u> cents	15	00	7,500	00

ITEM NO.	ESTIMATED QUANTITY	ITEM DESCRIPTION WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT PRICE		AMOUNT	
			Dollars	Cents	Dollars	Cents
P-101-6	<u>200</u> LF	<u>Joint and Crack Repair, Type II</u> for the unit price per Linear Foot of: _____ <u>THIRTY</u> dollars And <u>ZERO</u> cents	30	00	6,000	00
P-152-1	<u>550</u> CY	<u>Unclassified Excavation and Disposal</u> for the unit price per Cubic Yard of: _____ <u>SIXTY-FIVE</u> dollars And <u>ZERO</u> cents	65	00	35,750	00
P-152-4	<u>50</u> CY	<u>Undercut Excavation and Backfill</u> for the unit price per Cubic Yard of: _____ <u>SIXTY-FIVE</u> dollars And <u>ZERO</u> cents	65	00	3,250	00
P-209-1	<u>2,300</u> CY	<u>Crushed Aggregate Base Course</u> for the unit price per Cubic Yard of: _____ <u>ONE HUNDRED FIVE</u> dollars And <u>ZERO</u> cents	105	00	241,500	00
P-209-2	<u>3,800</u> SY	<u>Separation Geotextile Fabric</u> for the unit price per Square Yard of: _____ <u>TWO</u> dollars <u>FIFTY</u> And _____ cents	2	50	9,500	00
P-401-1	<u>2,500</u> TON	<u>Asphalt Surface Course</u> for the unit price per Ton of: _____ <u>ONE HUNDRED THIRTY</u> dollars And <u>ZERO</u> cents	130	00	325,000	00

ITEM NO.	ESTIMATED QUANTITY	ITEM DESCRIPTION WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT PRICE		AMOUNT	
			Dollars	Cents	Dollars	Cents
P-603-1	<u>790</u> GAL	<u>Emulsified Asphalt Tack Coat</u> for the unit price per Gallon of: _____ dollars And <u>ZERO</u> cents	15	00	11,850	00
P-605-1	<u>1,140</u> LF	<u>Joint Sealing Filler</u> for the unit price per Linear Foot of: _____ dollars And <u>FIFTY</u> cents	9	50	10,830	00
P-620-1	<u>150</u> SF	<u>Marking Removal</u> for the unit price per Square Foot of: _____ dollars And <u>ZERO</u> cents	10	00	1,500	00
P-620-2	<u>1,110</u> SF	<u>Yellow Pavement Markings</u> for the unit price per Square Foot of: _____ dollars And <u>FIFTY</u> cents	2	50	2,775	00
P-620-3	<u>2,220</u> SF	<u>Black Pavement Markings</u> for the unit price per Square Foot of: _____ dollars And <u>FIFTY</u> cents	2	50	5,550	00
T-901-1	<u>25</u> KSF	<u>Seeding</u> for the unit price per One Thousand Square Feet of: _____ dollars And <u>ZERO</u> cents	90	00	2,250	00

ITEM NO.	ESTIMATED QUANTITY	ITEM DESCRIPTION WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT PRICE		AMOUNT	
			Dollars	Cents	Dollars	Cents
T-905-1	<u>150</u> CY	<u>Topsoiling (Obtained on Site) for the unit price per Cubic Yard of:</u> _____ dollars NINETY And <u>ZERO</u> cents	90	00	13,500	00
T-908-1	<u>2,800</u> SY	<u>Mulching for the unit price per Square Yard of:</u> _____ dollars ONE And <u>FIFTY</u> cents	1	50	4,200	00
L-108-105	<u>1,600</u> LF	<u>No. 8 AWG Cable Installed in Duct, Conduit, or Duct Bank for the unit price per Linear Foot of:</u> _____ dollars THREE And <u>FIFTY</u> cents	3	50	5,600	00
L-108-201	<u>1,300</u> LF	<u>No. 6 AWG, Solid, Bare Counterpoise Wire Installed in Trench for the unit price per Linear Foot of:</u> _____ dollars SIX And <u>ZERO</u> cents	6	00	7,800	00
L-110-104	<u>1,070</u> LF	<u>Non-Encased Electrical Conduit, 2" Sch 40 PVC for the unit price per Linear Foot of:</u> _____ dollars TWELVE And <u>SEVENTY-FIVE</u> cents	12	75	13,642	50
L-110-502	<u>220</u> LF	<u>Encased Electrical Duct Bank, 2-Way 2" Sch 40 PVC for the unit price per Linear Foot of:</u> _____ dollars FIFTY And <u>ZERO</u> cents	50	00	11,000	00

ITEM NO.	ESTIMATED QUANTITY	ITEM DESCRIPTION WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT PRICE		AMOUNT	
			Dollars	Cents	Dollars	Cents
L-110-6	$\frac{1,240}{LF}$	<u>Remove Existing Cable and Conduit</u> for the unit price per Linear Foot of: _____ <u>THREE</u> dollars And <u>ZERO</u> cents	3	00	3,720	00
L-125-21	$\frac{1}{EA}$	<u>L-861T(L) Medium Intensity Elevated Taxiway Edge Light</u> for the unit price per Each of: <u>ONE THOUSAND THREE HUNDRED</u> dollars And <u>ZERO</u> cents	1,300	00	1,300	00
L-125-66	$\frac{17}{EA}$	<u>Remove, Relocate, and Reset Existing Taxiway Edge Light</u> for the unit price per Each of: <u>FOUR HUNDRED SEVENTY</u> dollars And <u>ZERO</u> cents	470	00	7,990	00
L-125-69	$\frac{2}{EA}$	<u>Remove, Relocate, and Reset Existing Taxiway Guidance Sign</u> for the unit price per Each of: _____ <u>NINE HUNDRED</u> dollars And <u>ZERO</u> cents	900	00	1,800	00
AMOUNT WRITTEN IN WORDS			AMOUNT IN NUMBERS			
TOTAL BID AMOUNT		\$ NINE HUNDRED FORTY-SEVEN THOUSAND THREE HUNDRED FIFTY-SEVEN DOLLARS AND FIFTY CENTS	\$947,357.50			

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, _____
CALLANAN INDUSTRIES, INC. _____ as Principal,
LIBERTY MUTUAL INSURANCE COMPANY _____ and as Surety, are hereby held
and firmly bound unto the County of Saratoga as owner in the penal sum of 5% OF TOTAL AMOUNT BID 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 15TH day of MARCH 20 24.
The condition of the above is such that whereas the Principal has submitted to the SARATOGA COUNTY DPW
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 3 – APRON REHAB

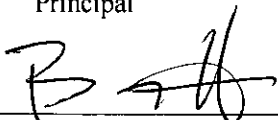
NOW, THEREFORE,

- (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.

CALLANAN INDUSTRIES, INC. _____ (L. S) LIBERTY MUTUAL INSURANCE COMPANY _____
Principal Surety

By: 
BUCK HELLWIG, GENERAL MANAGER

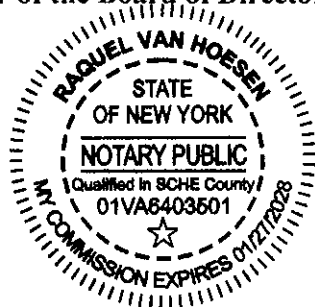
By: 
NICHOLAS DUNCAN, ATTORNEY-IN-FACT

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

CORPORATE ACKNOWLEDGMENT

STATE OF New York }
COUNTY OF Albany } **SS**

On this 15TH day of MARCH, 2024 before me personally came BUCK HELLWIG to me known, who, being by me duly sworn, did depose and say that he resides in Saratoga, New York that he is the GENERAL MANAGER of Callanan Industries, Inc. the corporation described in and which executed the foregoing instrument and that he signed his name thereto by order of the Board of Directors of said corporation.

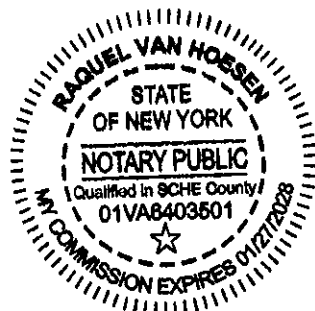


R. Van Hoesen
Notary Public

SURETY ACKNOWLEDGMENT

STATE OF New York }
COUNTY OF Albany } **SS**

On this 15TH day of MARCH, 2024 before me personally came Nicholas Duncan to me known, who, being by me duly sworn, did depose and say that he is an Attorney-In-Fact of Liberty Mutual Insurance Company the corporation described in and which executed the within instrument; that he knows the corporate seal of said corporation, that the seal affixed to the within instrument is such corporate seal, and that he signed the said instrument and affixed the said seal as Attorney-In-Fact of the Board of Directors of said corporation and by authority of this office under the Standing Resolutions thereof.



R. Van Hoesen
Notary Public



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8206394-985843

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Dan Broomhall, Darlene Casale, Donald Fane, Michael Mastropietro, Nicholas Duncan, Paul Headd

all of the city of Albany state of NY each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all bid bonds on behalf Callanan Industries, Inc. and the execution of such bid bonds, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 1st day of October, 2021.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 1st day of October, 2021 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute 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 have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 21st day of February, 2024.



By: Renee C. Llewellyn, Assistant Secretary



LIBERTY MUTUAL INSURANCE COMPANY
Financial Statement – December 31, 2022

Assets		Liabilities	
Cash and Bank Deposits	\$3,908,755,039	Unearned Premiums	\$10,133,358,204
*Bonds — U.S Government.....	3,451,999,931	Reserve for Claims and Claims Expense.....	27,953,643,316
*Other Bonds	18,862,255,155	Funds Held Under Reinsurance Treaties.....	368,610,620
*Stocks	19,372,953,698	Reserve for Dividends to Policyholders	1,379,296
Real Estate.....	190,092,373	Additional Statutory Reserve.....	197,278,000
Agents' Balances or Uncollected Premiums.....	7,929,876,358	Reserve for Commissions, Taxes and	
Accrued Interest and Rents	166,740,412	Other Liabilities.....	9,206,000,954
Other Admitted Assets	15,968,062,977	Total.....	\$47,860,270,390
Total Admitted Assets	<u>\$69,850,735,943</u>	Special Surplus Funds	\$195,696,103
		Capital Stock	10,000,075
		Paid in Surplus	13,324,803,036
		Unassigned Surplus	8,459,966,339
		Surplus to Policyholders	21,990,465,553
		Total Liabilities and Surplus	<u>\$69,850,735,943</u>



* Bonds are stated at amortized or investment value; Stocks at Association Market Values.
 The foregoing financial information is taken from Liberty Mutual Insurance Company's financial statement filed with the state of Massachusetts Department of Insurance.

I, TIM MIKOLAJEWSKI, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the foregoing is a true, and correct statement of the Assets and Liabilities of said Corporation, as of December 31, 2022, to the best of my knowledge and belief.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation at Seattle, Washington, this 8th day of March 2023.

TAMIKOLAJEWSKI

Assistant Secretary

NON-COLLUSIVE BIDDING CERTIFICATION

Section 103-d of the General Municipal Law

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 knowledge and belief:

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;

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

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."

I hereby affirm under the penalties of perjury that the foregoing statements are true.

Dated: MARCH 15, 2024.


Signature

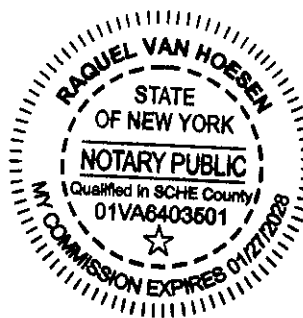
BUCK HELLWIG, GENERAL MANAGER
Title

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

Subscribed to and sworn before me this 15TH day of MARCH, 20 24

by BUCK HELLWIG (name of signer).


Notary Public



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

Pursuant to State Finance Law §139-l 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: MARCH 15, 2024.

STATE OF NEW YORK)
COUNTY OF ALBANY) 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

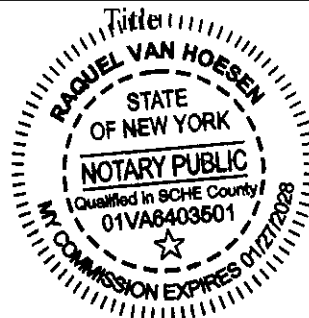
BUCK HELLWIG
Printed Name

GENERAL MANAGER
Title

Subscribed and sworn to before me this 15TH
day of MARCH, 2024.



Notary Public




FEDERAL DISADVANTAGED BUSINESS ENTERPRISE (DBE) AND SMALL BUSINESS UTILIZATION CERTIFICATION

The DBE Goal for this project is 1.37% of the total 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, DBE's and small businesses as defined in 49 CFR 26. As a result of these efforts:

- The Bidder/Offeror is committed to a minimum of 1.37 % DBE utilization on this Contract.
- The Bidder/Offeror is committed to a minimum of 0 % Small Business utilization on this Contract (Include Small Businesses that are also DBE's in this percentage as well as Small Businesses that are not DBE's).
- Note: Within 3 Business Days of the Bid Opening, the lowest bidder must submit the following forms that can be found in Appendix C – Contract Forms:
 - AAP 10LL – DBE Solicitation Log (if goal is NOT met)
 - AAP 19LL – DBE Schedule of Utilization
 - AAP 20LL – DBE Utilization Worksheet
 - AAP 22LL – DBE Material Supplier Commitment
 - AAP 23LL – DBE Trucking Commitment

Name of Bidder/Offeror's firm: CALLANAN INDUSTRIES, INC.

AIP No.: 3-36-0004-OXX-2024

By:  BUCK HELLWIG, GENERAL MANAGER
Signature Title

DBE / Small Business Subcontractor / Supplier

Name of Firm: MAPLE RIDGE ORGANICS

DBE Small Business (Check One or Both)

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

Dollar Amount of Work: \$13,000.00

Letter of Intent attached Firm is a Supplier.

(Attach additional sheets as needed for additional firms)

FEDERAL DISADVANTAGED BUSINESS ENTERPRISE (DBE) AND SMALL BUSINESS UTILIZATION CERTIFICATION

DBE / Small Business Subcontractor / Supplier

Name of Firm: _____

DBE Small Business (Check One)

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

Dollar Amount of Work: _____

Letter of Intent attached Firm is a Supplier.

DBE / Small Business Subcontractor / Supplier

Name of Firm: _____

DBE Small Business (Check One)

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

Dollar Amount of Work: _____

Letter of Intent attached Firm is a Supplier.

DBE / Small Business Subcontractor / Supplier

Name of Firm: _____

DBE Small Business (Check One)

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)

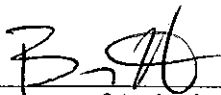
SAFETY PLAN COMPLIANCE DOCUMENT (SPCD) CERTIFICATION

PROJECT: Saratoga County Airport – New FBO Terminal – Phase 3 -Apron Rehab

LOCATION: Saratoga County Airport

- I. I hereby certify that I have reviewed the safety plans and fully understand the requirements set forth in the Construction Safety Phasing Plan (CSPP) as contained within the Contract Documents.
- II. I agree that prior to the issuance of the Notice to Proceed (NTP), I will provide as part of the Safety Plan Compliance Document (SPCD), a detailed plan as to how the CSPP will be complied with. The detail plan will included but not be limited to: specific equipment that will be utilized on site; construction equipment heights; contractor’s points of contacts; work area plan (including a work sequencing plan); verification of material stock pile areas and heights; understanding of haul route restrictions; safety procedures; and other information as needed.
- III. I agree that I will follow the CSPP and approved SPCD and will not deviate from the plan without prior authorization from the Owner. I further acknowledge that requested revisions to the CSPP may require approval from the Federal Aviation Administration (FAA) and the review process requires at least 45 to 60 days. I further agree to reimburse the Owner for any and all costs resulting from a requested change or revision to the CSPP.

Date: MARCH 15, 2024



Signature of Authorized
Representative of Contractor

BUCK HELLWIG
Printed Name of Authorized Rep.

Corporate Seal



Signature of Witness
DANIEL MCMULLEN

SAFETY PLAN COMPLIANCE DOCUMENT (SPCD) CERTIFICATION

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**CONTRACTOR'S/SUBCONTRACTOR'S STORMWATER POLLUTION PREVENTION PLAN
(SWPPP) COMPLIANCE CERTIFICATION**

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 USC §§ 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

Contractor must include this requirement in all subcontracts that exceed \$150,000.

"I hereby certify under penalty of law that I understand and agree to comply with the terms and conditions of the SWPPP and agree to implement any corrective actions identified by the *qualified inspector* during a site inspection. I also understand that the *owner or operator* must comply with the terms and conditions of the most current version of the New York State Pollutant Discharge Elimination System ("SPDES") general permit for stormwater *discharges* from *construction activities* and that it is unlawful for any person to cause or contribute to a violation of *water quality standards*. Furthermore, I am aware that there are significant penalties for submitting false information, that I do not believe to be true, including the possibility of fine and imprisonment for knowing violations."

Name of Prime Contractor: CALLANAN INDUSTRIES, INC.

<u>BUCK HELLWIG</u>	<u>GENERAL MANAGER</u>
Printed Name	Title/Position
	<u>MARCH 15, 2024</u>
Signature	Date

Firm Name: CALLANAN INDUSTRIES, INC.

Federal I.D. No. 14-1539261

Mailing Address: PO BOX 15097, ALBANY, NY 12212

Telephone No.: 518-374-2222

**CONTRACTOR'S/SUBCONTRACTOR'S STORMWATER POLLUTION PREVENTION PLAN
(SWPPP) COMPLAINCE CERTIFICATION**

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TRADE RESTRICTION CERTIFICATION

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror –

- 1) 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 as published by the Office of the United States Trade Representative (USTR);
- 2) 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 included on the list of countries that discriminate against U.S. firms as published by the USTR; and
- 3) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

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 USC § 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

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 an Offeror or subcontractor:

- 1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR; or
- 2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list; or
- 3) who incorporates in the public works project any product of a foreign country on such USTR list.

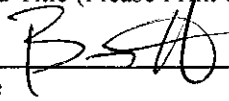
Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent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

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

TRADE RESTRICTION CERTIFICATION

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

BUCK HELLWIG, GENERAL MANAGER
Name and Title (Please Print or Type)

Signature 

CALLANAN INDUSTRIES, INC.
Company Name

MARCH 15, 2024
Date

BUY AMERICAN COMPLIANCE CERTIFICATION
(NON-BUILDING CONSTRUCTION PROJECTS, EQUIPMENT ACQUISITION PROJECTS)

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 49 USC § 50101 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 49 USC § 50101 by:
- a) Only installing steel and manufactured products produced in the United States, or;
 - b) Installing manufactured products for which the FAA has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing, or;
 - c) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

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

- 1. To provide to the Owner evidence that documents the source and origin 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 FAA determines justified.

- The bidder or offeror hereby certifies it cannot comply with the 100% Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:

- 1. To the submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that support the type of waiver being requested.
- 2. That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination may result in rejection of the proposal.
- 3. To faithfully comply with providing US domestic products at or above the approved US domestic content percentage as approved by the FAA.
- 4. To furnish US domestic product for any waiver request that the FAA rejects
- 5. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

BUY AMERICAN COMPLIANCE CERTIFICATION
(NON-BUILDING CONSTRUCTION PROJECTS, EQUIPMENT ACQUISITION PROJECTS)

Required Documentation

Type 3 Waiver - The cost of the item components and subcomponents produced in the United States is more than 60% of the cost of all components and subcomponents of the "item". The required documentation for a type 3 waiver is:


- a) Listing of all product components and subcomponents that are not comprised of 100% US domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety)
- b) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly at place of manufacture.
- c) Percentage of non-domestic component and subcomponent cost as compared to total "item" component and subcomponent costs, excluding labor costs associated with final assembly at place of manufacture.

Type 4 Waiver – Total cost of project using US domestic source product exceeds the total project cost using non-domestic product by 25%. The required documentation for a type 4 waiver is:

- a) Detailed cost information for total project using US domestic product
- b) Detailed cost information for total project using non-domestic product

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

MARCH 15, 2024
Date


Signature

CALLANAN INDUSTRIES, INC.
Company Name

BUCK HELLWIG, GENERAL MANAGER
Title

DEBARMENT AND SUSPENSION (BIDDER OR OFFEROR) CERTIFICATION

CERTIFICATION OF OFFEROR/BIDDER REGARDING DEBARMENT

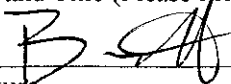
By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT

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

1. Checking the System for Award Management at website: <http://www.sam.gov>.
2. Collecting a certification statement similar to the Certification of Offeror /Bidder Regarding Debarment, above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract.

If the Federal Aviation Administration later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

BUCK HELLWIG, GENERAL MANAGER
Name and Title (Please Print or Type)

Signature

CALLANAN INDUSTRIES, INC.
Company Name
MARCH 15, 2024
Date

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.

NAME OF BIDDER (COMPANY): CALLANAN INDUSTRIES, INC.

FEDERAL I.D. NO. 14-1539261

NAME AND TITLE OF SINGATORY* BUCK HELLWIG, GENERAL MANAGER

SIGNATURE: 

DATE: MARCH 15, 2024

*Must be same signature on bid Proposal.

NON-SEGREGATED FACILITIES CERTIFICATION

(a) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Employment Opportunity clause in this contract.

(b) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Employment Opportunity clause of this contract.

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.

NON-SEGREGATED FACILITIES CERTIFICATION

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 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: MARCH 15, 2024

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

Business Name: CALLANAN INDUSTRIES, INC.

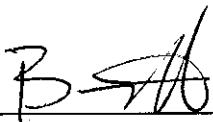
Address: PO BOX 15097, ALBANY, NY 12212

Telephone Number: 518-374-2222

Fax Number: 518-381-6779

E-mail Address: ESTIMATING@CALLANAN.COM

Name and Title (Printed): BUCK HELLWIG, GENERAL MANAGER

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 applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (✓) in the space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

Certifications

- 1) The applicant represents that it is () is not (X) a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- 2) The applicant represents that it is () is not (X) a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

Note

If an applicant responds in the affirmative to either of the above representations, the applicant is ineligible to receive an award unless the Sponsor has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government’s interests. The applicant therefore must provide information to the owner about its tax liability or conviction to the Owner, who will then notify the FAA Airports District Office, which will then notify the agency’s SDO to facilitate completion of the required considerations before award decisions are made.

Term Definitions

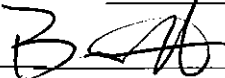
Felony conviction: Felony conviction means a conviction within the preceding twenty four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. Code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 USC § 3559.

Tax Delinquency: A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

NAME OF BIDDER (COMPANY): CALLANAN INDUSTRIES, INC.

FEDERAL I.D. NO. 14-1539261

NAME AND TITLE OF SINGATORY BUCK HELLWIG, GENERAL MANAGER

SIGNATURE: 

DATE: MARCH 15, 2024

COMPANY NAME: CALLANAN INDUSTRIES, INC.

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: CALLANAN INDUSTRIES, INC.

REFERENCE NAME: PLEASE SEE ATTACHED

ADDRESS: _____

TELEPHONE: _____

CONTACT PERSON: _____

REFERENCE NAME: PLEASE SEE ATTACHED

ADDRESS: _____

TELEPHONE: _____

CONTACT PERSON: _____

REFERENCE NAME: PLEASE SEE ATTACHED

ADDRESS: _____

TELEPHONE: _____

CONTACT PERSON: _____

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 PUBLIC WORKS

ADDRESS: 3654 GALWAY ROAD, BALLSTON SPA, NY 12020

SUBMITTED BY: CALLANAN INDUSTRIES, INC.

NAME: BUCK HELLWIG

ADDRESS: PO BOX 15097, ALBANY, NY 12212

PRINCIPAL OFFICE: 8 SOUTHWOODS BLVD, 4TH FLOOR, ALBANY, NY 12211

Corporation
Partnership
Individual
Joint Venture
Other

NAME OF PROJECT (if applicable): NEW FIXED BASE OPERATOR (FBO) TERMINAL PHASE 3-
APRON REHABILITATION

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

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

1. ORGANIZATION:

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

141 YEARS

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

53 YEARS

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

CALLANAN ROAD IMPROVEMENT CO.

CONTRACTOR QUALIFICATION STATEMENT

- 1.3 If your organization is a corporation, answer the following:
 - 1.3.1 Date of Incorporation: 08/17/1971
 - 1.3.2 State of Incorporation: DELAWARE
 - 1.3.3 President's Name: DONALD FANE
 - 1.3.4 Vice-President's Name(s): MICHAEL MASTROPIETRO
 - 1.3.5 Secretary's Name: CHRISTOPHER LOTEMPIO
 - 1.3.6 Treasurer's Name: MICHAEL JEUNE

- 1.4 If your organization is a partnership, answer the following:
 - 1.4.1 Date of Organization:
 - 1.4.2 Type of Partnership (if applicable):
 - 1.4.3 Name(s) of General Partner(s):

- 1.5 If your organization is individually owned, answer the following:
 - 1.5.1 Date of Organization:
 - 1.5.2 Name of Owner:

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

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.

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

CONTRACTOR QUALIFICATION STATEMENT

3. EXPERIENCE:

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

ROAD CONSTRUCTION, PAVING, MILLING, 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? NO

3.2.2 Are there any judgements, claims, arbitration proceedings, or suits pending or outstanding against your organization or its officers? NO

3.2.3 Has your organization filed any lawsuits or requested arbitration with regard to construction contracts within the last five (5) years? NO

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. PLEASE SEE ATTACHED

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.

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

\$90 MILLION

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

4. REFERENCES:

4.1 Trade References:

PLEASE SEE ATTACHED

CONTRACTOR QUALIFICATION STATEMENT

4.2 Bank References:

PLEASE SEE ATTACHED

4.3 Surety:

4.3.1 Name of bonding company: LIBERTY MUTUAL INSURANCE COMPANY

4.3.2 Name and address of agent: JANINE KAPPEN - ROCHESTER, NY

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;

Other Assets; PLEASE SEE ATTACHED

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:

DELOITTE & TOUCHE

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

YES

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

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

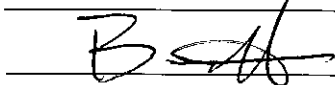
YES

CONTRACTOR QUALIFICATION STATEMENT

6. SIGNATURE:

6.1 Dated 11:00 AM this 15TH day of MARCH 2024

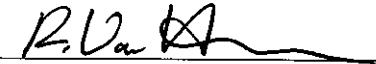
Name of Organization: CALLANAN INDUSTRIES, INC.

By: 

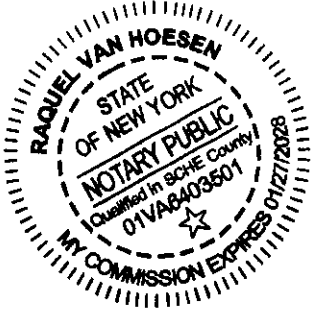
Title: BUCK HELLWIG, GENERAL MANAGER

6.2 I BUCK HELLWIG 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 15TH day of MARCH 2024

Notary Public: 

My Commission Expires: 1/27/2028



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 CALLANAN INDUSTRIES, INC.

Address PO BOX 15097, ALBANY, NY 12212

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

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: N/A

Provide the name of the Certifying Entity (ties): N/A

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 #: 14-1539261

How did you discover this Bid opportunity? BIDNET

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, VERY 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.

CORPORATE BID RESOLUTION

For Corporate Bidders Only

RESOLVED, that BUCK HELLWIG 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 3 – APRON REHAB

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 CALLANAN INDUSTRIES, INC.
(corporation)

at a meeting of its Board of Directors held on the 25TH day of JANUARY, 2024

and is still in full force and effect on this 15TH day of MARCH, 2024.

SEAL OF CORPORATION


Secretary

KAITLYN CUDDEBACK, ASSISTANT SECRETARY

**ACTION BY WRITTEN CONSENT
OF THE BOARD OF DIRECTORS
OF
CALLANAN INDUSTRIES, INC.**

The undersigned, being all of the members of the Board of Directors of Callanan Industries, Inc., a Delaware corporation (the "*Corporation*"), do hereby, under applicable Delaware statute, give this written consent to the taking of the following actions, such actions to have the same force and effect had a meeting been duly called and held:

RESOLVED, that effective January 25, 2024 all previous elections of officers are terminated, and the following persons be, and hereby are, elected to serve as officers of the Corporation (each individually, an "*Officer*" and collectively, the "*Officers*") in the capacities set forth opposite their respective names until such time as their successors shall be elected and qualified:

Donald Fane	President
Begum Solen	Chief Financial Officer
Paul Headd	Vice President
Michael Mastropietro	Vice President
Mike Jeune	Treasurer
Christopher LoTempio	Secretary
April Clas	Assistant Secretary
Kaitlyn Cuddeback	Assistant Secretary
David M. Toolan	Assistant Secretary
Tim George	Assistant Secretary

FURTHER RESOLVED, that the Officers be, and each of them hereby is, authorized to execute and deliver agreements, contracts, documents, certificates, and other instruments, under the seal of the Corporation if required, for the purpose of conducting the Corporation's business, including without limitation, selling products and securing construction work, and to take such other action, as they may deem necessary, advisable, convenient, or appropriate to carry out and fully perform duties incident to the office or offices so appointed, and such other duties as may be prescribed by the Board of Directors from time to time;

FURTHER RESOLVED, that the President of the Corporation may, from time to time, without further action by the Board of Directors, appoint other persons to serve as authorized employees, or remove any individuals from this capacity, and to direct those appointed to take such action, as he may deem necessary, advisable, convenient or appropriate to carry out and fully perform the duties incident to the office of President;

FURTHER RESOLVED, that all actions previously taken by any Officer of the Corporation appointed hereunder in his/her capacity as such Officer be, and each of them hereby is, adopted, ratified, confirmed and approved in all respects as the authorized acts and deeds of the Corporation;

FURTHER RESOLVED, that each undersigned agrees that electronic signatures, whether digital or encrypted, of the Board of Directors are intended to authenticate this consent and to have the same force and effect as manual signatures. As used in the previous sentence, the term “electronic signatures” means any electronic sound, symbol or process attached to or logically associated with this consent and executed and adopted by a member of the Board of Directors with the intent to sign such consent, including, but not limited to, e-mail electronic signatures executed through DocuSign; and

FURTHER RESOLVED, that this Consent, following execution by the Board of Directors, be filed in appropriate order in the minute book of the Corporation.

DocuSigned by:
Begum Solen
8524A20C4F81404...
Begum Solen

DocuSigned by:
Donald Fane
462BCE05A3304EE...
Donald Fane

DocuSigned by:
Jake Parson
3DF3F00D5E494F4...
Jake Parson



5612 Business Ave
Cicero, N.Y. 13039

IUOE LOCAL 158 TRAINING FUND

LOCAL 158 DISTRICTS 106, 545 & 832



Tel (315) 299-6104
Fax (315) 378-4047



March 8, 2024

To Whom It May Concern,

Callanan Industries, Inc. is currently a signatory contractor with the Upstate New York Operating Engineers Local 158 which gives them full access to Local 158 Training Fund NYS Certified Apprenticeship Training program.

Our apprenticeship program is in good standing and in full compliance with all NYS Department of Labor apprenticeship laws, regulations and policies. At present time we comply with NYS apprenticeship graduations rates at 30% and above.

If you have any questions, please feel free to contact me.

Very truly yours,

Sarah Ferguson
Training Fund Coordinator



Apprentice Training Program Registration Agreement

Revision

Nature of Change: Increase in JW RATE

State Use Only	
AT Sponsor No.	<u>21882</u>
ATP Code	<u>18-285</u>
Effective Date of AT Program	<u>08/01/85</u>

- 1. Name of Sponsor: IUOE Local 158 Training Fund, District #106
- 2. Mailing Address: 44 Hannay Lane Glenmont NY 12077 Albany
(number & street) (city) (state) (zip code) (county)
- 3. Actual Address: same as above
(number & street) (city) (state) (zip code) (county)
- 4. Telephone No.: 518-431-1044 Ext. _____ Fax No.: 518-431-1048
- 5. E-mail Address: bgray@iuoe158.org
- 6. Trade/Occupation: Operating Engineer (universal equipment)
- 7. No. Employees: 1216 No. Apprentices: 12 No. Journeyworkers: 1216 8. Ratio: 1:1.15
- 9. DOT Code: 859-683-010 10. Length of Program: 36 months
- 11. Apprentice Probationary Period: 9 months 12. Work process: Standard or Revised
- 13. Minimum Journeyworker Rate: \$ 48.51 per Heavy Highway
46.30 per Building 14. Effective Date of Wages: 7/1/2022
41.95 - Building, Broome, Chenango, Tioga
- 15. Apprentice wage progression for each period - in months (M) or hours (H)

1	2	3	4	5	6	7	8	9	10
M <input type="checkbox"/>	M <input type="checkbox"/>	M <input type="checkbox"/>	M <input type="checkbox"/>	M <input type="checkbox"/>	M <input type="checkbox"/>	M <input type="checkbox"/>	M <input type="checkbox"/>	M <input type="checkbox"/>	M <input type="checkbox"/>
H <input checked="" type="checkbox"/>	H <input checked="" type="checkbox"/>	H <input checked="" type="checkbox"/>	H <input checked="" type="checkbox"/>	H <input type="checkbox"/>	H <input type="checkbox"/>	H <input type="checkbox"/>	H <input type="checkbox"/>	H <input type="checkbox"/>	H <input type="checkbox"/>
1000	1000	1000	1000						
60%	70%	80%	90%						

- 16. The sponsor agrees to comply with the provisions on this side and on the reverse of this agreement.
- 17. _____ Date _____
Signature of Official Sponsor Representative
- 18. William F. Gray 6/24/22
Signature of Union Representative Date
William Gray Training Director
Print Name, Title, and Union Name
- 19. _____
Signature New York State Department of Labor

7/14/22
Date

NYS Department of Labor
Apprentice Training

JUL 14 2022

Central Office

Provisions for Agreements

1. The Sponsor agrees that apprentices shall be hired without any direct or indirect limitation, specification or discrimination as to race, color, religion, national origin, sex, disability, marital status, age, arrest record, or veteran status.
2. If the Sponsor grants advance credit or standing for previously acquired experience or training, the Sponsor agrees to apply the same evaluation method uniformly for all apprentices.
3. The Sponsor agrees to post, in a conspicuous place, a copy of the Regulation (600. 12) dealing with the Equal Employment Opportunity complaint procedure, and to bring its provisions to the attention of all apprentices.
4. The Sponsor agrees to follow and comply with the approved Work Progress, the Equal Employment Opportunity in Apprenticeship Training Part 600 Regulations, and the Regulations Governing the Registration of Apprenticeship Programs and Agreements, Part 601.
5. The Sponsor agrees to provide competent supervision of worksite training and adequate facilities to train apprentices.
6. The Sponsor agrees to instruct apprentices in safe and healthful work practices and agrees to ensure that training is provided in facilities and other environments that are in compliance with the safety and health standards promulgated by the Secretary of Labor under Public Law 91-596, and the Public Employees Safety and Health Act of the New York State Labor Law Article 2; Section 27-A.
7. The Sponsor agrees to evaluate the progress of all apprentices at least every six months, including job performance.
8. The Sponsor agrees to pay all apprentices a progressively increasing scale of wages as indicated on the front side of this form.
9. The Sponsor agrees to pay no less than the minimum journeyworker rate to each apprentice who completes the apprentice program and becomes eligible to receive a state Certificate of Completion.
10. The Sponsor recognizes that prevailing wage rates for Public Work projects are set by designated government agencies and the wages listed in this program do not supersede or replace the wage rates set by those agencies.
11. The Sponsor agrees that the Department of Labor may recognize successful completions of apprenticeships by awarding State Certifications of Completion and agrees to accept presentation of the certificate as documentation of journeyworker status.
12. The Sponsor agrees to maintain records for each apprentice including but not limited to: job assignments, promotion, demotion, lay-offs, terminations, rates of pay, progress in training as outlined on the Work Processes, any other records pertinent to a determination of compliance with Article 23 of the Labor Law and in compliance with Apprenticeship Regulations, Part 600 and 601.
13. The Sponsor agrees to promptly record, maintain and submit to the Department of Labor all records concerning apprenticeship as may be required by the Department of Labor.
14. The Sponsor agrees that all program modifications, revisions or reports will be submitted to the Department of Labor within 30 calendar days of such program change or the report request.
15. The Sponsor agrees to promptly notify the Department of Labor of all apprentices who have successfully completed an apprenticeship program.
16. The Sponsor agrees not to subvert the program by hiring workers as helpers, shophands, or other titles and assigning to them work generally performed by apprentices.
17. The Sponsor recognizes that, if it is without an apprentice for a period of twelve months, that the program will be deemed deregistered unless it has been granted Inactive Status or is a program operated by a NYS agency.
18. The Sponsor agrees to comply with, and hold all signatories to, the standards in this Apprenticeship Training Program Registration Agreement.
19. The Sponsor agrees to ensure that each of their apprentices will maintain a record that documents task rotation and the skills acquired through the program in a format that is approved by the Department of Labor. The apprentice's Blue Book is considered an acceptable format.

EASTERN NEW YORK LABORERS'
TRAINING CENTER



UNION TRUSTEES

SAMUEL M. FRESINA
ANTHONY M. FRESINA
IAN SHAUL
GLENN MAREK

ADVISORY TRUSTEE

CARMEN NICOTERA JR.

JOHN P. CRISORIO JR.
Training Director

EMPLOYER TRUSTEES

EUGENE D. HALLOCK, III
LAURA REGAN
JOHN CAMPBELL
THOMAS MARINELLO

March 05, 2024

Re: Callanan Industries

To Whom It May Concern:

Callanan Industries is a signatory contractor with Laborers Local #190 & #157. By being a signatory contractor, Callanan Industries signed a collective bargaining agreement.

Within this agreement the signatory contractor has access to Laborers Local #190 & Local #157 registered & approved NYS Apprenticeship Program in which Callanan Industries has utilized in the past.

If you should have any questions please contact me at 426-0290.

Sincerely Yours,

A handwritten signature in cursive script that reads "Anthony M. Crisorio".

Anthony M. Crisorio
Apprentice Coordinator



Apprentice Training Program Registration Agreement

Revision

Nature of Change: Rate Change
*Heavy Highway
Building

State Use Only
AT Sponsor No. 22142
ATP Code 18514
Effective Date of AT Program 6/1/1994

1. Name of Sponsor: Eastern New York Laborers Training Center
2. Mailing Address: 666 Wemple Rd. Glenmont New York 12077 Albany
3. Actual Address: same
4. Telephone No.: 518-426-0290 Ext. Fax No.: 518-426-2091
5. E-mail Address:

6. Trade/Occupation: Skilled Construction Craft Laborers

7. No. Employees: 1100 No. Apprentices: 27 No. Journeyworkers: 1100 8. Ratio: 1:1,1:3

9. DOT Code: 869.463.580 10. Length of Program: 24 months

11. Apprentice Probationary Period: 6 month 12. Work process: Standard [x] or Revised []

13. Minimum Journeyworker Rate: \$ per hour 14. Effective Date of Wages: July 2023

Table with 10 columns for months (1-10) and 2 rows for Zone A and Zone B wages for H.Highway and Building. Includes a grid for M/H selection and percentage progression (65%, 70%, 80%, 80%).

16. The sponsor agrees to comply with the provisions on this side and on the reverse of this agreement.

17. Signature of Official Sponsor Representative: Anthony M. Crisorio 7/1/23
Signature of Union Representative: Date

Print Name and Title: Anthony M. CRISORIO APPRENTICE COORDINATOR
Print Name, Title, and Union Name

19. Signature New York State Department of Labor: [Signature] Date: 7/24/23

NEW YORK STATE DEPARTMENT OF LABOR

JUL 21 2023

ATTACHMENT

EQUIPMENT LISTING

- Paver – Roadtec RP195E (5 Units)
- Paver – Roadtec RP175E
- Roller – HAMM HD140 (2 Units)
- Roller – Sakai SW880 (8 Units)
- Skid Steer – Bobcat S220 (2 units)
- Peterbuilt Tack Truck
- Rack Trucks and Support trucks
- Mill Machine – Wirtgen W210i

CALLANAN INDUSTRIES, INC., OWNS ALL EQUIPMENT NECESSARY TO PERFORM THE WORK OF THIS CONTRACT

ATTACHMENT

CONTACTS FOR FINANCIAL INFORMATION

AGENCY

PHONE/CONTACT

BONDING/SURETY AGENT

Marsh USA (801) 533-3624
15 West South Temple, Suite 700
Salt Lake City, UT 84101
Tina Davis

INSURANCE COMPANY

Liberty Mutual Insurance Company (617) 654-4096
157 Berkley Street
Boston, MA 02116
Natalie O'Brien

BANK

Bank of America (925) 675-7784
1850 Gateway Blvd.
Concord CA 94520
Account No. 3299026692
Vandana Vyas

MATERIAL SUPPLIERS

Allied Builders Supply Co., Inc. (518) 489-0147
24 Railroad Ave
Albany, NY

Southworth-Milton, Inc. (518) 877-8000
90 Harts Lane
Albany, NY 12204

Robert Finke & Sons(518) 767-9331
PO Box 127
Selkirk, NY 12158

ATTACHMENT

AFFILIATED TRADE ASSOCIATIONS

AGENCY

PHONE

NESCA (518) 869-9800

North East Sub-Contractors Association
6 Airline Drive #4
Albany, NY 12205

NYCMA (518) 783-0909

New York Construction Materials Association
11 Century Hill Drive
Latham, NY 12110

AGC (518) 456-1134

Associated General Contractors
10 Airline Drive
Albany, NY 12205

ECA (518) 869-0961

Eastern Contractors Association
6 Airline Drive
Albany, NY 12205

NEW YORK STATE
VENDOR RESPONSIBILITY QUESTIONNAIRE
ATTACHMENT A – COMPLETED CONSTRUCTION CONTRACTS

Vendor Name: Callanan Industries, Inc.

NYS Vendor ID: 14-1539261

Question 3.0: List the ten most recent construction contracts the Business Entity has completed. If less than ten, include most recent subcontracts on projects up to that number:						
Agency/Owner	Contract No.	Prime or Sub	Telephone No.	Award Date	Amount	Date Completed
1. Agency/Owner NYSDOT				01/10/2023	\$8,799,463.33	10/07/23
Contact Person Tony Yezzo			Designer Architect and /or Design Engineer N/A			
Contract No. D264924	Prime or Sub Prime	Joint Venture (JV) Name, if applicable N/A	Telephone No. Anthony.yezzo@dot.ny.gov N/A	Award Date 03/08/23	Amount \$9,687,662.99	Date Completed 10/25/23
Agency/Owner NYS Thruway Authority						EIN of JV, if applicable 0
Contact Person Jessica Mandy			Designer Architect and /or Design Engineer N/A			
Contract No. D214906	Prime or Sub Prime	Joint Venture (JV) Name, if applicable N/A	Telephone No. (845) 216-4128 N/A	Award Date 03/14/2022	Amount \$16,147,472.85	Date Completed 06/30/23
Agency/Owner NYSDOT						EIN of JV, if applicable 0
Contact Person Bert Ashley			Designer Architect and /or Design Engineer N/A			
Contract No. D264666	Prime or Sub Prime	Joint Venture (JV) Name, if applicable N/A	Telephone No. Bert.ashley@dot.ny.gov N/A	Award Date 05/08/23	Amount \$594,500.00	Date Completed 12/04/23
Agency/Owner City of Schenectady						EIN of JV, if applicable 0
Contact Person Paul Patellas			Designer Architect and /or Design Engineer CHA Consulting, Inc.			
Contract No. 2023-095	Prime or Sub Prime	Joint Venture (JV) Name, if applicable N/A	Telephone No. (518) 487-8205 N/A	Award Date 09/28/23	Amount \$313,260.00	Date Completed 11/07/23
Agency/Owner City of Gloversville						EIN of JV, if applicable 0
Contact Person Doug Teator			Designer Architect and /or Design Engineer Creighton Manning			
Contract No. 2023 Paving	Prime or Sub Prime	Joint Venture (JV) Name, if applicable N/A	Telephone No. Dteator@cmellp.com N/A	Award Date 09/28/23	Amount \$313,260.00	Date Completed 11/07/23
						EIN of JV, if applicable 0

**NEW YORK STATE
VENDOR RESPONSIBILITY QUESTIONNAIRE
ATTACHMENT A – COMPLETED CONSTRUCTION CONTRACTS**

Vendor Name: Callanan Industries, Inc.

NYS Vendor ID: 14-1539261

Question 3.0: List the ten most recent construction contracts the Business Entity has completed. If less than ten, include most recent subcontracts on projects up to that number:						
Agency/Owner	Contact Person	Telephone No.	Award Date	Amount	Date Completed	
6. Town of Colonie	Tom Romano	518-857-5842	04/06/2023	\$ 6,203,125.00	11/17/2023	
			Designer Architect and /or Design Engineer			
			N/A			
Contract No. 2023 Paving	Prime or Sub Prime	Joint Venture (JV) Name, if applicable			EIN of JV, if applicable	
		N/A			0	
7. Agency/Owner Albany County	Brent Meredith	518-765-2055	05/30/2023	\$ 3,883,893.09	10/2/2023	
			Designer Architect and /or Design Engineer			
			N/A			
Contract No. 2023 Paving	Prime or Sub Prime	Joint Venture (JV) Name, if applicable			EIN of JV, if applicable	
		N/A			0	
8. Agency/Owner CITY OF TROY	Andrew Kreshik	(518) 279-7153	1/3/23	\$ 317,575	11/3/23	
			Designer Architect and /or Design Engineer			
			N/A			
Contract No. Korean Wall Memorial	Prime or Sub Prime	Joint Venture (JV) Name, if applicable			EIN of JV, if applicable	
		N/A			0	
9. Agency/Owner CITY OF COHOES	Joe Seman-Graves	(518) 233-2148	1/31/23	\$ 649,995	11/30/23	
			Designer Architect and /or Design Engineer			
			N/A			
Contract No. White Street Reconstruction	Prime or Sub Prime	Joint Venture (JV) Name, if applicable			EIN of JV, if applicable	
		N/A			0	
10. Agency/Owner TOWN OF BETHLEHEM	Marc Dorsey	(518) 439-4955	5/26/23	\$ 326,532.28	10/27/23	
			Designer Architect and /or Design Engineer			
			N/A			
Contract No. 2023 Sidewalk Construction	Prime or Sub Prime	Joint Venture (JV) Name, if applicable			EIN of JV, if applicable	
		N/A			0	

**NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE
ATTACHMENT B – UNCOMPLETED CONSTRUCTION CONTRACTS**

EIN: 141539261

Question 3.1: List all current uncompleted construction contracts:									
1.	Agency/Owner NYS Thruway Authority	Award Date 11/15/2022		Completion Date 10/31/2024					
	Contact Person Keith Lonczak	Telephone No. (518) 376-3254	Designer Architect and /or Design Engineer N/A						
	Contract No. TAA 23-3	Prime or Sub Prime	Joint Venture (JV) Name, if applicable N/A		EIN of JV, if applicable 0				
	Total Contract Amount \$21,330,748.78		Amount Sublet to others \$4,180,727.26	Uncompleted Amount \$21,330,748.78					
2.	Agency/Owner NYSDOT	Award Date 3/30/2023		Completion Date 12/20/2024					
	Contact Person Mike Macri	Telephone No. (518) 729-3831	Designer Architect and /or Design Engineer N/A						
	Contract No. D264969	Prime or Sub Prime	Joint Venture (JV) Name, if applicable N/A		EIN of JV, if applicable 0				
	Total Contract Amount \$14,263,114.00		Amount Sublet to others \$3,413,000.00	Uncompleted Amount \$5,600,000.00					
3.	Agency/Owner NYSDOT	Award Date 03/30/2023		Completion Date 12/20/2024					
	Contact Person Mike Macri	Telephone No. (518)795-8474	Designer Architect and /or Design Engineer N/A						
	Contract No. D264969	Prime or Sub Prime	Joint Venture (JV) Name, if applicable N/A		EIN of JV, if applicable 0				
	Total Contract Amount \$14,263,114.00		Amount Sublet to others \$3,664,835.00	Uncompleted Amount 4,565,000.00					
4.	Agency/Owner City of Kingston	Award Date 5/22/2023		Completion Date 5/30/2024					
	Contact Person Keith Phillips	Telephone No. (845) 206-1806	Designer Architect and /or Design Engineer N/A						
	Contract No. RFBK 23-07	Prime or Sub Prime	Joint Venture (JV) Name, if applicable N/A		EIN of JV, if applicable 0				
	Total Contract Amount \$1,972,748.00		Amount Sublet to others \$0.00	Uncompleted Amount \$5,476,193.40					

**NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE
ATTACHMENT B – UNCOMPLETED CONSTRUCTION CONTRACTS**

EIN: 141539261

Question 3.1: List all current uncompleted construction contracts:									
5.	Agency/Owner NYSTA			Award Date 10/19/2023			Completion Date 10/31/2024		
	Contact Person Mastro, Timothy	Telephone No. (518) 436-2999	Designer Architect and /or Design Engineer N/A						
	Contract No. D214939	Prime or Sub Prime	Joint Venture (JV) Name, if applicable N/A	Total Contract Amount \$21,330,748.78	Amount Sublet to others \$4,775,125.70	Uncompleted Amount \$21,330,748.78	EIN of JV, if applicable 0		
	Agency/Owner SCHENECTADY COUNTY			Award Date			Completion Date		
6.	Contact Person Matt Florell	Telephone No. (518) 453-4519	Designer Architect and /or Design Engineer CHA Consulting						
	Contract No. RFB-2023-5	Prime or Sub Prime	Joint Venture (JV) Name, if applicable N/A	Total Contract Amount \$2,983,392.50	Amount Sublet to others \$840,000.00	Uncompleted Amount \$2,983,395.50	EIN of JV, if applicable 0		
	Agency/Owner NYSDOT			Award Date 01/23/24			Completion Date 12/30/2024		
	Contact Person Michael Keegan	Telephone No. (518) 410-9644	Designer Architect and /or Design Engineer N/A						
7.	Contract No. fleet shop	Prime or Sub Prime	Joint Venture (JV) Name, if applicable N/A	Total Contract Amount \$386,473.00	Amount Sublet to others \$0.00	Uncompleted Amount \$386,473.00	EIN of JV, if applicable 0		
	Agency/Owner New York State Thruway Authority			Award Date 2/13/2024			Completion Date 6/30/2024		
	Contact Person	Telephone No.	Designer Architect and /or Design Engineer						
	Contract No. D214940	Prime or Sub Prime	Joint Venture (JV) Name, if applicable N/A	Total Contract Amount \$19,028,115.00	Amount Sublet to others \$1,850,000.00	Uncompleted Amount \$19,028,115.00	EIN of JV, if applicable 0		

**NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE
ATTACHMENT B – UNCOMPLETED CONSTRUCTION CONTRACTS**

EIN: 141539261

Question 3.1: List all current uncompleted construction contracts:									
Agency/Owner	Telephone No.	Designer Architect and /or Design Engineer	Award Date	Completion Date					
9. City of Schenectady	(518) 382-5082	GPI	6/15/2023	7/26/2024					
Contact Person Chris Wallin									
Contract No. 2023-CS-11	Joint Venture (JV) Name, if applicable N/A			EIN of JV, if applicable 0					
		Total Contract Amount \$4,465,591.33	Amount Sublet to others \$355,747.16	Uncompleted Amount 3,620,313.24					
10. City of Schenectady	(518) 382-5082	MJ Engineering	10/10/2022	6/28/2024					
Contact Person Chris Wallin									
Contract No. N/A	Joint Venture (JV) Name, if applicable N/A			EIN of JV, if applicable 0					
		Total Contract Amount \$349,730.55	Amount Sublet to others \$52,180.08	Uncompleted Amount 349,730.55					

Grand Total All Uncompleted Contracts	\$84,670,718.25
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Callanan Industries, Inc.
NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE
ATTACHMENT C - FINANCIAL INFORMATION

EIN: 14-1539261

As of Date: 12/31/2020

ASSETS

Current Assets

1. Cash		\$	(1,177,003.08)
2. Accounts receivable - less allowance for doubtful accounts	\$		15,546,268.27
Retainers included in accounts receivable	\$		-
Claims included in accounts receivable not yet approved or in litigation	\$		-
Total Accounts Receivable		\$	15,546,268.27
3. Notes receivable - due within one year		\$	-
4. Inventory - materials		\$	8,805,213.26
5. Contract costs in excess of billings on uncompleted contracts		\$	(431,877.00)
6. Accrued income receivable			
Interest	\$		-
Other (list) _____	\$		-
_____	\$		-
Total Accrued Income Receivable		\$	-
7. Deposits			
Bid and Plan _____	\$		-
Other (list) _____	\$		-
_____	\$		-
Total Deposits		\$	-
8. Prepaid Expenses			
Income Taxes	\$		-
Insurance	\$		1,513,431.72
Other (list) _____	\$		-
_____	\$		-
Total Prepaid Expenses		\$	1,513,431.72
9. Other Current Assets			
Other (list) _____	\$		-
_____	\$		-
Total Other Current Assets		\$	-
10. Total Current Assets			\$ 24,256,033.17

**NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE
ATTACHMENT C - FINANCIAL INFORMATION**

EIN: 14-1539261

11. Investments			
Listed securities-present market value	\$	<u>1,044,332.98</u>	
Unlisted securities-present value	\$		
Total Investments			\$ <u>1,044,332.98</u>
12. Fixed Assets			
Land	\$	<u>29,711,492.40</u>	
Building and improvements	\$	<u>5,465,121.42</u>	
Leasehold improvements	\$	<u>-</u>	
Machinery and equipment	\$	<u>138,767,523.78</u>	
Automotive equipment	\$	<u>16,647,930.28</u>	
Office furniture and fixtures	\$	<u>5,879,025.41</u>	
Other (list) <u>Goodwill</u>	\$	<u>770,698.88</u>	
	\$	<u>-</u>	
Total			\$ <u>197,241,792.17</u>
Less: Accumulated depreciation			\$ <u>121,213,448.74</u>
Total Fixed Assets - Net			\$ <u>76,028,343.43</u>
13. Other Assets			
Loans receivable			
Officers	\$	<u>-</u>	
Employees	\$	<u>-</u>	
Shareholders	\$	<u>206,557,484.59</u>	
Cash surrender value of officers' life insurance	\$	<u>-</u>	
Organization expense – net of amortization	\$	<u>-</u>	
Notes receivable - due after one year	\$	<u>-</u>	
Other (list) _____	\$	<u>-</u>	
	\$	<u>-</u>	
Total Other Assets			\$ <u>206,557,484.59</u>
14. TOTAL ASSETS			
			\$ <u><u>307,886,194.17</u></u>

**NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE
ATTACHMENT C - FINANCIAL INFORMATION**

EIN: 14-1539261

LIABILITIES

Current Liabilities

15. Accounts payable	\$	7,441,039.44
16 a. Loans from shareholders - due within one year	\$	-
16 b. Other Loans - due within one year	\$	-
17. Notes payable - due within one year	\$	-
18. Mortgage payable - due within one year	\$	-
19. Other payables - due within one year		
Other (list) _____	\$	-
_____	\$	-
Total Other Payables - due within one year	\$	-
20. Billings in excess of costs and estimated earnings	\$	-
21. Accrued expenses payable		
Salaries and wages	\$	-
Payroll taxes	\$	-
Employees' benefits	\$	-
Insurance	\$	-
Other	\$	9,295,465.79
Total Accrued Expenses Payable	\$	9,295,465.79
22. Dividends payable	\$	-
23. Income taxes payable		
State	\$	-
Federal	\$	(32,187,482.77)
Other	\$	-
Total Income Taxes Payable	\$	(32,187,482.77)
24. Total current liabilities	\$	(15,450,977.54)
25. Deferred income taxes payable		
State	\$	-
Federal	\$	-
Other	\$	-
Total Deferred Income Taxes	\$	-

**NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE
ATTACHMENT C - FINANCIAL INFORMATION**

EIN: 14-1539261

26. Long Term Liabilities		
Loans from shareholders - due after one year	\$	-
Other Loans - due within one year		
Principle	\$	-
Interest	\$	-
Notes payable - due after one year	\$	-
Mortgage - due after one year	\$	-
Other payables - due after one year	\$	-
Other (list) _____	\$	-
_____	\$	-
Total Long Term Liabilities	\$	-
27. Other Liabilities		
Other (list) _____	\$	
_____	\$	
Total Other Liabilities	\$	-
28. TOTAL LIABILITIES		\$ (15,450,977.54)

NET WORTH

29. Net Worth (if proprietorship or partnership)		\$	
30. Stockholders' Equity			
Common stock issued and outstanding	\$	36,219,780.08	
Preferred stock issued and outstanding	\$		
Retained earnings	\$	287,117,391.63	
Total	\$	323,337,171.71	
Less: Treasury stock	\$		
31. TOTAL STOCKHOLDERS' EQUITY		\$	323,337,171.71
32. TOTAL LIABILITIES AND STOCKHOLDERS' EQUITY		\$	307,886,194.17