

SECTION 00 41 16.01

BID FORM

TOWN COPAKE
COPAKE HAMLET STREETScape AND PARKING LOTS
CONTRACT NO. 1 – CHURCH STREET LOT

SUBMITTED BY: Peter Luizzi & Bros Contracting Inc

857 1st Street Watervliet NY 12189

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

Town of Copake
ATTN: Lynn Connolly, Town Clerk
230 Mountain View Road
Copake, New York 12516

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 45 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

<u>Addendum No.</u>	<u>Addendum Date</u>
<u>NONE</u>	

- B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
- E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.
- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Designer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Designer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding;
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;
2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels;
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

CONTRACT NO. 1 – BASE BID ITEMS

Item	Description	Quantity	Unit	Unit Price	Extension
1.01	General Conditions and Requirements	1	LS	47,000.00	47,000.00
1.02	Temporary Facilities and Controls	1	LS	8,500.00	8,500.00
1.03	Site Demolition and Removals	1	LS	41,000.00	41,000.00
1.04	Parking Lot Construction	1	LS	185,000.00	185,000.00
1.05	Site Furnishings	1	LS	86,000.00	86,000.00
1.06	Landscaping	1	LS	18,000.00	18,000.00
1.07	Site Restoration	1	LS	10,000.00	10,000.00
1.08	Contingency Allowance	1	AL	\$ 20,000.00	\$ 20,000.00
Total Base Bid					415,500.00

ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the Work and Milestones will be substantially complete and will be completed within the number of calendar days indicated in the Agreement. Bidder shall complete the Work and Milestones by 11:59 PM on 11/31/13, Project Coordination, final payment in accordance with the Agreement or within the number of calendar days indicated in the Agreement.
- 6.02 Bidder accepts the provisions of the Agreement, including the provisions for damages in the event of failure to complete the Work, and any specified Milestones. Bidder shall complete the Work and Milestones by 11:59 PM on 11/31/13, Project Coordination, final payment in accordance with the Agreement or within the number of calendar days indicated in the Agreement.



Luizzi Bros.

PETER LUIZZI & BROS. CONTRACTING, INC.
ASPHALT PAVING AND SITE WORK

857 1st St, Watervliet, NY 12189
(518) 482-8954 • Fax (518) 482-4847

10/2/2023

To Whom This May Concern:


Due to our current workload this 2023 Season Peter Luizzi & Bros.

Contracting Inc. is asking if the project can be completed in the Spring of

2024.

Thank you so much for your cooperation with this matter.

We greatly appreciate it.


LUIZZI BROS. INC.

ARTICLE 7 – ATTACHMENTS TO THIS BID

7.01 The following documents are submitted with and made a condition of this Bid:

- A. Required Bid Security
- B. Non-Collusive Bidding Certification
- C. Iranian Energy Sector Divestment Certification
- D. Sexual Harassment Prevention Certification
- E. Prohibition on Purchase of Tropical Hardwoods Certification

ARTICLE 8 – DEFINED TERMS

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 – BID SUBMITTAL

BIDDER: *[Indicate correct name of bidding entity]*

Peter Luizzi & Bros Contracting Inc

By:

[Signature]

[Printed name] **Michael W. Alix - Vice President**

(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:

[Signature]

[Printed name] **Montyce Noland**

Title: **Corporate Secretary**

Submittal Date: **10/2/2023**

Address for giving notices:

857 1st Street Watervliet NY 12189

Telephone Number: **518-482-8954**

Fax Number: **518-482-4847**

Contact Name and E-mail Address: **Michael W. Alix**
malix@luizzibros.com

Bidder's Federal
Employer Identification
Number (FEIN) **14-1513612**

(For NYS Department of Labor reporting of Successful Bidder only)

SECTION 00 43 13

BID BOND

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER (Name and Address):

Peter Luizzi & Brothers Contracting, Inc.
857 1st Street
Watervliet, New York 12189

SURETY (Name, and Address of Principal Place of Business):

Merchants Bonding Company (Mutual)
6700 Westown Parkway
West Des Moines, Iowa 50266

OWNER (Name and Address):

Town of Copake
230 Mountain View Road
Copake, New York 12516

BID

Bid Due Date: October 2, 2023

Description (Project Name— Include Location): Copake Hamlet Streetscape & Parking Lot - Contract #1 Church Street Lot

BOND

Bond Number: PETE9-28-23-1

Date: September 28, 2023

Penal sum Five Percent of the Amount Bid \$ 5%
(Words) (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER

SURETY

Peter Luizzi & Brothers Contracting, Inc.

(Seal)

Merchants Bonding Company (Mutual)

(Seal)

Bidder's Name and Corporate Seal

Surety's Name and Corporate Seal

By:

Signature

By:

Signature (Attach Power of Attorney)

Montyce Noland

Print Name

Renee A. Manny

Print Name

Corporate Secretary

Title

Attorney-in-Fact

Title

Attest:

Signature

Attest:

Signature

Title

Title

Note: Addresses are to be used for giving any required notice.

Provide execution by any additional parties, such as joint venturers, if necessary.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2 All Bids are rejected by Owner, or
 - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

Acknowledgment by Corporation

STATE OF New York
COUNTY OF Albany

On this 1st day of October, 2023, before me personally appeared Montyce Nolan, to me known, who being by me duly sworn, did acknowledge and say that (s)he is the Corporate Secretary of Peter Luizzi & Brothers Contracting, Inc., the corporation that executed the foregoing instrument, and acknowledged to me that such corporation executed the same.

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

Lori L. Knapp
, Notary Public

State of _____
County of _____
My Commission Expires: _____

LORI L. KNAPP
Notary Public, State of New York
No. 01KN6425333
Qualified in Rensselaer County
Commission Expires Nov. 15, 2025

Acknowledgment by Surety

STATE OF New York
COUNTY OF Albany

On this 28th day of September, 2023, before me personally appeared Renee A. Manny, to me known, who being by me duly sworn, did acknowledge and say that she is the Attorney-in-Fact of Merchants Bonding Company (Mutual), the corporation that executed the foregoing instrument, and acknowledged to me that such corporation executed the same.

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

Jennifer S. Vanat
, Notary Public

State of _____
County of _____
My Commission Expires: _____

JENNIFER S. VANAT
Notary Public, State of New York
Qualified in Columbia County
Reg # 01VA6135808
Commission Expires Oct. 24, 2025

MERCHANTS
BONDING COMPANY™
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Arnold E Finaldi Jr; Casey W LaChapelle; David W Cooper; Derek P Hannon; Diane M Peligian; Jennifer Susan Vanat; John C Tickner; John F Murray Jr; Kevin J Garrity; Maddalena Bucciero; Mark C Nickel; Renee A Manny; Tanya Volk; Thomas R Tyrrell; Vikki L LaVean

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

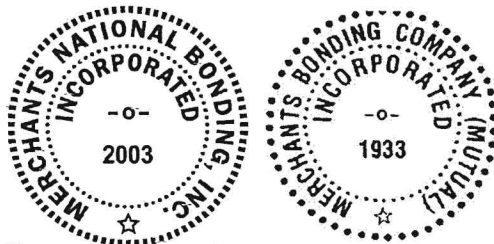
"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 28th day of December, 2022.



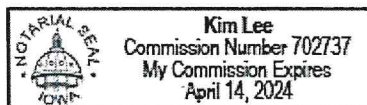
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By

Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 28th day of December 2022, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

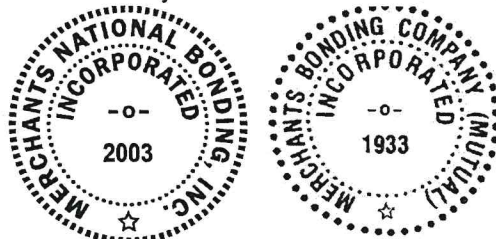


Kim Lee
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 28th day of September, 2023



William Warner Jr.
Secretary



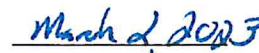
MERCHANTS BONDING COMPANY (MUTUAL)

Statements of Admitted Assets, Liabilities, and Surplus - Statutory Basis

	Dec. 31, 2022
Admitted Assets	
Bonds	\$ 226,994,807
Common Stocks	66,516,754
Real Estate	11,457,262
Cash and Short-Term Investments	22,288,237
Other Invested Assets	1,880,669
Subtotal, Cash and Invested Assets	329,137,729
Investment Income Due and Accrued	1,284,484
Premiums in the Course of Collection	17,368,367
Amounts Recoverable from Reinsurers	6,404,833
Net Deferred Tax Asset	1,907,316
Receivable from Affiliate	14,398,285
Other Assets	11,288,565
Total Admitted Assets	\$ 381,789,579
Liabilities & Surplus	
Losses	\$ 15,399,041
Reinsurance Payable on Paid Losses and LAE	1,093,950
Loss Adjustment Expenses	13,449,874
Commissions Payable	3,080,103
Other Expenses	6,409,928
Taxes, Licenses, and Fees	921,072
Current Federal Income Taxes	169,694
Unearned Premiums	71,372,980
Dividends Declared to Policyholders	6,596,061
Ceded Reinsurance Premiums Payable	8,088,564
Amounts Withheld for Others	13,300,255
Total Liabilities	139,881,522
Surplus	241,908,057
Total Liabilities and Policyholders' Surplus	\$ 381,789,579

I, Don Blum, Chief Financial Officer and Treasurer of Merchants Bonding Company (Mutual), do hereby certify that the foregoing is a true and correct statement of the balance sheet of said Corporation as of December 31, 2022, to the best of my knowledge and belief.


Don Blum, CFO & Treasurer


Date

street
6700 Westown Parkway
West Des Moines, IA 50266-7754

mailing
P.O. Box 14498
Des Moines, IA 50306-3498

toll free 800.678.8171
local 515.243.8171
fax 515.243.3854

email info@merchantsbonding.com
website merchantsbonding.com

SECTION 00 45 19

NON-COLLUSIVE BIDDING CERTIFICATION

- (a) By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his knowledge and belief:
1. The prices in this bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
 2. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly, disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
 3. No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.
- (b) A bid shall not be considered for award nor shall any award be made where (a) 1., 2., and 3., above have not been complied with; provided, however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefore. Where (a) 1., 2., and 3., above have not been complied with the bid shall not be considered for award nor shall any award to be made unless the head of the purchasing unit of the political subdivision, public department, agency or official thereof to which the bid is made, or his designee determines that such disclosure was not made for the purpose of restricting competition.
- (c) The fact that a bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of paragraph (a) of this certification.
- (d) Any bid hereafter made to any political subdivision of the State or any public department, agency or official thereof by a corporate bidder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, or local law, and where such bid contains the certification referred to in subdivision one of the section, shall be deemed to have been authorized by the board of directors of the bidder, and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation.

FIRM: Peter Luizzi & Bros Contracting Inc

By: _____

Title: Michael W. Alix - Vice President

(CORPORATE SEAL IF ANY)

++ END OF SECTION ++

SECTION 00 45 34

IRANIAN ENERGY SECTOR DIVESTMENT CERTIFICATION

1. Bidder hereby represents that said Bidder is in compliance with New York State General Municipal Law Section 103-g entitled "Iranian Energy Sector Divestment", in that Bidder has not:
 - a) Provided goods or services of \$20 million or more in the energy sector of Iran including but not limited to the provision of oil or liquefied natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquefied natural gas for the energy sector of Iran; or
 - b) Acted as a financial institution and extended \$20 million or more in credit to another person for forty-five (45) days or more, if that person's intent was to use the credit to provide goods or services in the energy sector in Iran.
2. Any Bidder who has undertaken any of the above and is identified on a list created pursuant to Section 165-a (3) (b) of the New York State Finance Law as a person engaging in investment activities in Iran, shall not be deemed a responsible bidder pursuant to Section 103 of the New York State General Municipal Law.
3. Except as otherwise specifically provided herein, every Bidder submitting a Bid in response to this Advertisement for Bid must certify and affirm the following under penalties of perjury:
 - a) "By submission of this bid, the Bidder and each person signing on behalf of the 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 its knowledge and belief, that Bidder is not on the list created pursuant to NYS Finance Law Section 165-a (3) (b)."

The Owner will accept this statement electronically in accordance with the provisions of Section 103 of the General Municipal Law.
4. Except as otherwise specifically provided herein, any Bidder that is submitted without having complied with subdivision (a) above, shall not be considered for award. In any case where the Bidder cannot make the certification as set forth in subdivision (a) above, the Bidder shall so state and shall furnish with the bid a signed statement setting forth in detail the reasons therefore. The Owner reserves its rights, in accordance with General Municipal Law Section 103-g to award the Bid to any Bidder who cannot make the certification, on a case-by-case basis under the following circumstances:
 - a) The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April

12, 2012 and the Bidder has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or

- b) The Owner has made a determination that the goods or services are necessary for the Owner to perform its functions and that, absent such an exemption, the Owner would be unable to obtain the goods or services for which the Bidder is offered. Such determination shall be made by the Owner in writing and shall be a public document.

Signature



Michael W. Alix - Vice President

Title

Peter Luizzi & Bros Contracting Inc

10/1/2023

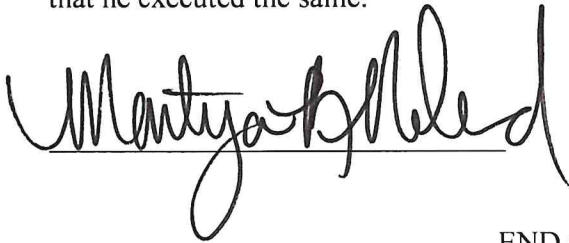
Company Name

Date

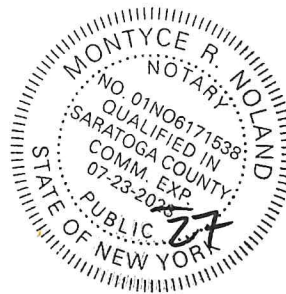
State of New York)

County of Albany) SS:

On this 1st day of October, 2023, before me personally came and appeared Michael W. Alix to me known and known to me to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same.



END OF SECTION



SECTION 00 45 35


SEXUAL HARASSMENT PREVENTION 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 to the best of that person's knowledge and belief:

- (1) In accordance with State Finance Law 139-L, bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace;
- (2) Bidder provides annual sexual harassment prevention training to all of its employees;
- (3) Bidders sexual harassment policy, at a minimum, meets the requirements of section 201-G of the State Labor Law.

I hereby affirm under penalties of perjury that the foregoing statement is true.

Bidder: Peter Luizzi & Bros Contracting Inc

By: 
Michael W. Alix
(Please type or print name)

Title: Vice President

Any bid made by a corporate bidder for work or services shall be deemed to have been authorized by the Board of Directors of the bidder, and such authorization shall be deemed to include the signing and submission of the bids and the inclusion therein of this certificate.

++ END OF SECTION ++

SECTION 00 45 45

PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS CERTIFICATION

- A. Bidder hereby certifies and warrants that all wood products to be used under this Contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods).
1. Which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State of any government agency or political subdivision or public benefit corporation.
 2. In addition, when any portion of this Contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor certifies through the submitted bid proposal that any and all subcontractors have been informed and are in compliance with the specification's and provisions regarding use of tropical hardwoods as detailed in Section 165 of New York State Finance law.
- B. Qualifications for an exemption under this law will be the responsibility of the Bidder to establish to meet with the approval of the State. Otherwise, the bid may not be considered responsive. Upon executing this certification the Bidder acknowledges that proof of qualifications for exemption are the Bidder's responsibility to meet with the approval of the state.
- C. Except as otherwise specifically provided herein, every contractor/ proposer submitting a bid in response to this request for bids must certify and affirm the following under penalties of perjury:
1. "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 its knowledge and belief, wood to be used under this contract award complies with New York State Finance Law Section 165".

FIRM: Peter Luizzi & Bros Contracting Inc

By: _____

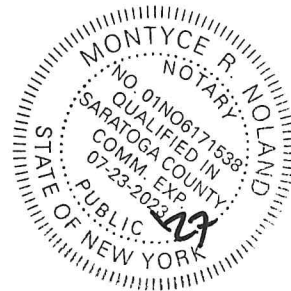
Title: Michael W. Alix - Vice President

(CORPORATE SEAL IF ANY)

STATE OF **New York**)
) SS:
COUNTY OF **Albany**)

On this 1st day of October, 2023, before me personally
came and appeared Michael W. Alix to me known and
known to me to be the person described in and who executed the foregoing instrument and
acknowledged that he executed the same.

END OF SECTION



CORPORATE RESOLUTION

OF THE

BOARD OF DIRECTORS

OF

PETER LUIZZI & BROS. CONTRACTING, INC.

with consent of a majority of shareholders

A special meeting of the Board of Directors of Peter Luizzi & Bros. Contracting, Inc., was held on January 23, 2015 at 2:30 p.m. at the Breakell Law Firm, P.C., 10 Airline Drive, Albany, New York 12205.

Peter Luizzi, President of the corporation acted as Chairman of the Meeting and as Secretary of the Meeting.

WHEREAS, a nomination was presented to the Board to appoint Michael Warren Alix Executive Vice President of the corporation with authority to enter into and bind the corporation in contractual relationships, execute payment drafts and negotiable instruments, serve in the capacity of the President upon unavailability of the President, and perform such other duties as the Board of Directors authorizes, effective immediately.

WHEREAS: the nomination was duly seconded and accepted; and

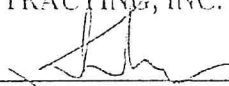
WHEREAS: The Board of Directors has unanimously voted in support of passage of such resolution appointing the nominated party, therefore be it hereby

RESOLVED, Michael Warren Alix is appointed to the office of Executive Vice President of the corporation with the authority to enter into and bind the corporation in contractual relationships, execute payment drafts and negotiable instruments, serve in the capacity of the President upon unavailability of the President, and perform such other duties as the Board of Directors authorizes, effective immediately.

Dated: January 26, 2015

PETER LUIZZI & BROS.
CONTRACTING, INC.

By


Peter Luizzi
Secretary