

**NOTICE TO BIDDERS
CONCRETE SLAB FOR SKATEPARK
TOWN OF NEW LEBANON
COUNTY OF COLUMBIA**

NOTICE IS HEREBY GIVEN that the Town of New Lebanon, NY is seeking bids for the installation of a concrete pad to house a skatepark at Shatford Park, the Town's Municipal Public Park, located at 170 Old Post Road, New Lebanon, NY, 12125.

All bids must adhere to all the specifications laid out in the bidding documents. Bidding documents can be obtained by emailing townclerk@townofnewlebanon.com.

Bids will be received by the Town Clerk of the Town of New Lebanon, NY, Town Hall, 14755 Route 22 North, New Lebanon, NY 12125. until 4:00 PM on or before Friday, March 10, 2023. at which time and place they will be publicly opened and read aloud, with the contract being awarded, if acceptable, on March 14, 2023, 6:00 PM, at a Regular Meeting of the Town Board at 14755 Route 22, New Lebanon, NY 12125.

No bid will be accepted unless a signed Certificate of Non-Collusion is submitted with the bid. All bids must be submitted in a plain, unmarked envelope with "Skatepark Slab Bid" written on the envelope.

The Town of New Lebanon Town Board expressly reserves the right to waive any irregularities in or to accept any bid or to reject any and all bids or to award on any or all items. No bidder may withdraw his/her bid within twenty-five (25) days after the actual date of the bid opening.

By order of the Town Board, Town of New Lebanon, New York.

By: Marcie Robertson
Town Clerk
Town of New Lebanon, NY
02/16/2023

SECTION 00 41 16.01

BID FORM - GENERAL

SHATFORD PARK SPLASH PAD IMPROVEMENTS
Contract No. 1 –General Construction

SUBMITTED BY:

Darcy Construction Corp
483 Rt 20
New Lebanon N.Y.
12125

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:
Town Clerk (Marcie Robertson)
Town of New Lebanon
PO Box 328,
New Lebanon, New York 12125

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> 1 </u> | <u> 1 </u> |
| <u> </u> | <u> </u> |
| <u> </u> | <u> </u> |
| <u> </u> | <u> </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 |
|--------------------------------|-------------------------|----------|------|------------|-----------|
| BASE | Splash Pad Improvements | 1 | LS | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| Bidder's Total Base Bid | | | | | |

CONTRACT NO. 1 – ELECTIVE BID ITEMS

| Item | Description | Quantity | Unit | Unit Price | Extension |
|------------------------------------|----------------------------|----------|------|------------|------------|
| ADD | Concrete Pad (Addendum #1) | 1 | LS | 111,515.00 | 111,515.00 |
| | | | | | |
| Bidder's Total Additive Bid | | | | | 111,515.00 |

5.02 Items additive to the Base Bid shall be represented in figures thus: \$1,234.00.

5.03 Items deductive to the Base Bid shall be represented in figures thus: (\$1,234.00)

ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the Work and Milestones specified in Section 01 31 13, Project Coordination, will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work, and any specified Milestones, within Contract Times.

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;

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]*

Darcy Construction Corp.

By:

[Signature]

[Printed name]

Joseph C. Darcy

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

Attest:

[Signature]

Joe C Darcy

[Printed name]

Joseph C DARCY

Title:

President

Submittal Date:

MARCH 10, 2023

Address for giving notices:

1083 RT. 20

New Lebanon, NY 12125

Telephone Number:

518-794-8203

Fax Number:

518-794-6193

Contact Name and E-mail Address:

joedarcy@darcyconstruction.com

Bidder's Federal
Employer Identification
Number (FEIN)

141715981

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

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: DARCY CONSTRUCTION CORP
By: J. C. Darcy
Title: President

++ 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.

Joe C. Daw President
 Signature Title
DATA CONSTRUCTION 3-10-23
 Company Name Date

State of _____)
) SS:
 County of _____)

On this ____ day of _____, 20____, before me personally came and appeared _____ 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: DARCY CONSTRUCTION CORP

By: Joseph C Darcy
(Please type or print name)

Title: 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: DARCY CONSTRUCTION CORP
By: Joe C. Daw
Title: President

(CORPORATE SEAL IF ANY)

STATE OF)
) SS:
COUNTY OF)

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

**NOTICE TO BIDDERS
CONCRETE SLAB FOR SKATEPARK
TOWN OF NEW LEBANON
COUNTY OF COLUMBIA**

NOTICE IS HEREBY GIVEN that the Town of New Lebanon, NY is seeking bids for the installation of a concrete pad to house a skatepark at Shatford Park, the Town's Municipal Public Park, located at 170 Old Post Road, New Lebanon, NY, 12125.

All bids must adhere to all the specifications laid out in the bidding documents. Bidding documents can be obtained by emailing townclerk@townofnewlebanon.com.

Bids will be received by the Town Clerk of the Town of New Lebanon, NY, Town Hall, 14755 Route 22 North, New Lebanon, NY 12125. until 4:00 PM on or before Friday, March 10, 2023. at which time and place they will be publicly opened and read aloud, with the contract being awarded, if acceptable, on March 14, 2023, 6:00 PM, at a Regular Meeting of the Town Board at 14755 Route 22, New Lebanon, NY 12125.

No bid will be accepted unless a signed Certificate of Non-Collusion is submitted with the bid. All bids must be submitted in a plain, unmarked envelope with "Skatepark Slab Bid" written on the envelope.

The Town of New Lebanon Town Board expressly reserves the right to waive any irregularities in or to accept any bid or to reject any and all bids or to award on any or all items. No bidder may withdraw his/her bid within twenty-five (25) days after the actual date of the bid opening.

By order of the Town Board, Town of New Lebanon, New York.

By: Marcie Robertson
Town Clerk
Town of New Lebanon, NY
02/16/2023

BID FORM - GENERAL

SHATFORD PARK CONCRETE PAD
Contract No.1-General Construction

****IMPORTANT – PLEASE NOTE: The Bidding Documents were created for the Splash Pad Project to be done in conjunction with the concrete pad. This bid is ONLY for the concrete pad and any reference in this bid form to the bidding documents only relates to the parts of the bidding document that are relevant to the concrete pad project. All other sections of the bidding documents that relate only to the splash pad are not relevant to this project and the bidder will not be responsible to follow them.**

SUBMITTED BY:

Darcy Construction Corp
183 Route 20
New Lebanon NY. 12125

ARTICLE 1 - BID RECIPIENT

1.01 This Bid is submitted to:

Town Clerk (Marcie Robertson)
Town of New Lebanon
PO Box 328,
New Lebanon, New York 12125

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 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.

- 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 |
|--------------------------------|--------------|----------|------|------------|------------|
| BASE | Concrete Pad | 1 | LS | 111,515.00 | 111,515.00 |
| | | | | | |
| | | | | | |
| | | | | | |
| Bidder's Total Base Bid | | | | | 111,515.00 |

5.02 Items additive to the Base Bid shall be represented in figures thus: \$1,234.00.

5.03 Items deductive to the Base Bid shall be represented in figures thus: (\$1,234.00)

ARTICLE 6 - TIME OF COMPLETION

6.01 Bidder agrees that the Work will be completed by June 1st, 2023.

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;

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]*

Darcy Construction Corp.

By:

[Signature]

[Printed name]

Joseph C. Darcy

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

Attest:

[Signature]

Joe C Darcy

[Printed name]

Joseph C Darcy

Title:

President

Submittal Date:

3-10-23

Address for giving notices:

1083 Route 20
New Lebanon, NY 12125

Telephone Number:

518-794-8203

Fax Number:

518-794-0193

Contact Name and E-mail Address:

joedarcy@darcyconstruction.com

Bidder's Federal

Employer Identification

Number (FEIN)

141715981

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



AIA Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Darcy Construction Corp.
P.O. Box 582
New Lebanon, New York 12125

SURETY:

(Name, legal status and principal place of business)

Old Republic Insurance Company
631 Excel Drive
Mt. Pleasant, Pennsylvania 15666

OWNER:

(Name, legal status and address)

Town of New Lebanon
14755 Route 22 North
New Lebanon, New York 12125

BOND AMOUNT: Five Percent of Attached Bid (5%)

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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

PROJECT: Shatford Park Concrete Pad, Contract No. 1- General Construction

(Name, location or address, and Project number, if any)

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 9th day of March, 2023

(Witness)

(Witness) Tiffany Gocha

Darcy Construction Corp.

(Principal)

(Seal)

(Title)

Old Republic Insurance Company

(Surety)

(Seal)

(Title) Jamie P. Columbus, Attorney-in-Fact

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

Init.

INDIVIDUAL

STATE OF _____ }
COUNTY OF _____ } ss

On this _____ day of _____, _____, before me personally appeared _____ to me known and known to me to be the individual in and who executed the foregoing instrument and acknowledged to me that _____ executed the same in his individual capacity.

Notary Public

COPARTNERSHIP

STATE OF _____ }
COUNTY OF _____ } ss

On this _____ day of _____, _____, before me personally appeared _____ to me known and known to me to be one of the firm of _____ described in and who executed the foregoing instrument and he/she thereupon acknowledged to me that he/she executed the same as and for the act and deed of said firm.

Notary Public

CORPORATE

STATE OF _____ }
COUNTY OF _____ } ss

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

Notary Public

SURETY

STATE OF NEW YORK }
COUNTY OF ALBANY } ss

I, Tiffany Gocha Notary Public of Saratoga County, in the State of New York do hereby certify that Jaymie P. Columbus Attorney-in-Fact, of the Old Republic Insurance Company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he/she signed, sealed and delivered said instrument, for and on behalf of the Old Republic Insurance Company, for the uses and purposes therein set forth.

Given under my hand and notarial seal at my office in the City of Latham in said County, this 9th day of March, A.D. 2023.

TIFFANY GOCHA
Notary Public, State of New York
Qualified in Saratoga County
No. 01G06434469
Commission Expires June 6, 2026

Tiffany Gocha
Notary Public

OLD REPUBLIC INSURANCE COMPANY
OF MT. PLEASANT, PENNSYLVANIA

STATUTORY FINANCIAL STATEMENT AS OF DECEMBER 31, 2021

ADMITTED ASSETS

| | |
|---|-------------------------------|
| Bonds | \$1,909,913,122 |
| Common stocks | 917,083,022 |
| Cash, cash equivalents and short-term investments | 123,192,922 |
| Bonds, short-term investments and cash held under retrospective rating agreements | 52,773,563 |
| Premiums and considerations – uncollected premiums and agents' balances in the course of collection | 496,496,584 |
| Deferred premiums, agents' balances and installments booked but deferred and not yet due | 5,946,780 |
| Accrued retrospective premiums | 394,884 |
| Funds held by or deposited with reinsured companies | 638,976 |
| Other amounts receivable under reinsurance contracts | 260,166 |
| Amounts recoverable from reinsurers | 102,249,387 |
| Electronic data processing equipment and software | 197,491 |
| Investment income due and accrued | 16,410,417 |
| Receivables from parent, subsidiaries and affiliates | 15,151,215 |
| Other assets | 7,002,346 |
| TOTAL ADMITTED ASSETS | <u>\$3,647,710,874</u> |

LIABILITIES AND SURPLUS

| | |
|---|-------------------------------|
| Losses | \$973,350,968 |
| Reinsurance payable on paid losses and loss adjustment expenses | 11,998,678 |
| Loss adjustment expenses | 188,440,779 |
| Commissions payable, contingent commissions and other similar charges | 6,744,862 |
| Other expenses (excluding taxes, licenses and fees) | 20,761,617 |
| Taxes, licenses and fees (excluding federal income taxes) | 61,461,611 |
| Current federal income taxes | 4,223,948 |
| Net deferred tax liability | 33,077,514 |
| Unearned premiums | 338,097,230 |
| Dividends declared and unpaid - policyholders | 652,194 |
| Advance premium | 130,561 |
| Ceded reinsurance premiums payable (net of ceding commissions) | 351,898,806 |
| Funds held by company under reinsurance treaties | 90,541,837 |
| Amounts withheld or retained by company for account of others | 57,048,869 |
| Remittances and items not allocated | 46,413,086 |
| Provision for reinsurance | 19,254,519 |
| Payable to parent, subsidiaries and affiliates | 5,389,581 |
| Other liabilities | 11,834,951 |
| TOTAL LIABILITIES | <u>\$2,221,321,611</u> |
| Common capital stock | 3,800,004 |
| Surplus notes | 155,000,000 |
| Gross paid in and contributed surplus | 103,869,422 |
| Unassigned funds (surplus) | 1,163,719,837 |
| SURPLUS AS REGARDS POLICYHOLDERS | <u>\$1,426,389,263</u> |
| TOTAL LIABILITIES AND SURPLUS | <u>\$3,647,710,874</u> |

Securities carried at \$381,925,939 are deposited with States or Other Authorities as required by law.

STATE OF WISCONSIN)

)SS

COUNTY OF WAUKESHA)

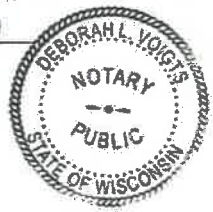
Alan P. Pavlic, Vice President, and Karen J. Haffner, Vice President of Old Republic Insurance Company of Mt. Pleasant, Pennsylvania being duly sworn, each for himself, deposes and says that they are the above described officers of the said company, and that on the 31st day of December, 2021, the company was actually possessed of the assets set forth in the foregoing statement and that such assets were available for the payment of losses and claims and held for the protection of its policyholders and creditors, except as here-in-before indicated, and that the foregoing statement is a correct exhibit of such assets and liabilities of the said company on the 31st day of December, 2021, according to the best of their information, knowledge and belief, respectively.

Alan P. Pavlic
Alan P. Pavlic, Vice President

Karen J. Haffner
Karen J. Haffner, Vice President

Sworn to and subscribed before me this 15th day of March, 2022.

Deborah L. Voigt
Notary Public, State of Wisconsin
My Commission expires: July 31, 2023





POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC INSURANCE COMPANY, a Pennsylvania stock insurance corporation, does make, constitute and appoint:

TIMOTHY M. TYRRELL, CHARLES C. LEACH, PATRICK J. CLYNE, JAYMIE P. COLUMBUS,

MICHAEL J. GRASSO, HARRY UNGEHEUER, KIMBERLY RITCHIE of LATHAM, NY

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the Company as surety, to execute and deliver and affix the seal of the Company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than self-insurance workers compensation bonds guaranteeing payment of benefits, or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC INSURANCE COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a meeting held on December 10, 2019. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC INSURANCE COMPANY on December 10, 2019.

RESOLVED FURTHER, that the chairman, president or any vice president of the Company's surety division, in conjunction with the secretary or any assistant secretary of the Company, be and hereby are authorized and directed to execute and deliver, to such persons as such officers of the Company may deem appropriate, Powers of Attorney in the form presented to and attached to the minutes of this meeting, authorizing such persons to execute and deliver and affix the seal of the Company to bonds, undertakings, recognizances, and suretyship obligations of all kinds, other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and not guaranty bonds. The said officers may revoke any Power of Attorney previously granted to any such person.

RESOLVED FURTHER that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by chairmen, president or any vice president of the Company's surety division and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by a duly authorized Attorney-in-Fact and sealed with the seal of the Company (if a seal be required).

RESOLVED FURTHER, that the signature of any officer designated above, and the seal of the Company, may be affixed by facsimile 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 affixed.

IN WITNESS WHEREOF, OLD REPUBLIC INSURANCE COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 2nd day of March, 2022.

Karen J. Haffner
Assistant Secretary



OLD REPUBLIC INSURANCE COMPANY

Alan Pavlic
Vice President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 2nd day of March, 2022, personally came before me, Alan Pavlic and Karen J. Haffner, to me known to be the individuals and officers of the OLD REPUBLIC INSURANCE COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said organization.



Kathryn R. Pearson
Notary Public

My Commission Expires: September 28, 2022

CERTIFICATE

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

I, the undersigned, assistant secretary of the OLD REPUBLIC INSURANCE COMPANY, a Pennsylvania corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.



72-5020

Signed and sealed at the City of Brookfield, WI this 9th day of March, 2023.

Karen J. Haffner
Assistant Secretary

ORSC 11008 (6-93)

ARTHUR J GALLAGHER RISK MNGT