

**STONY CLOVE CREEK BANK RESTORATION PROJECT – SITES #2 & #3
Shandaken, Ulster County, New York**

BID FORM

The undersigned declares that the only persons or parties interested in this Bid as principals are as stated; that the Bid is made without any collusion with other persons, firms, or corporations; that Bidder has carefully examined all the Contract Documents; that Bidder has informed itself fully in regard to all conditions pertaining to the Work and the place where it is to be performed; and that with this representation, the undersigned makes this Bid. These prices shall cover all expenses incurred in performing the Work required under the Contract Documents, of which this Bid Form is a part.

The undersigned agrees and covenants that the Contract Time shall commence on delivery of the OWNER'S written notice to proceed, which shall occur after contract execution by both parties. The CONTRACTOR further agrees that Substantial Completion shall be achieved on or within sixty (60) consecutive calendar days of OWNER'S delivery of written notice to proceed. The CONTRACTOR further agrees to pay OWNER, as liquidated damages, \$500 per day for each calendar day beyond the Contract Time Limit, or extension thereof, that the Work remains incomplete, in accordance with the Contract Documents.

The undersigned acknowledges receipt of addenda numbered: (insert date)

- | | | | |
|---|-------------------|---|-------|
| 1 | <u>05/24/2013</u> | 4 | _____ |
| 2 | <u>05/31/2013</u> | 5 | _____ |
| 3 | _____ | 6 | _____ |

In accordance with the above understanding, the undersigned proposes to perform the Work, furnish all materials and complete the Work in its entirety in the manner and under the conditions required at the prices listed as follows:

All Work for this Project shall be performed at the Bid Prices as described in the Bid Documents. The Work shall include all materials, equipment, and labor to supply and install the improvements as shown on the Plans and specified herein including, but not limited to, excavation and structure removals, sediment removal, grading to meet proposed elevations, access roads, topsoil, seeding and landscaping and all other associated work. No separate payment will be made for any other items of Work. It is the intent of this provision that the value of all the elements of the Work within the Bid Items, when added together, shall equal the Total Contract Price. Prior to the initiation of work, the CONTRACTOR shall submit a Schedule of Values indicating the proportionate value of each element of work. These values will be used for monthly estimates and analysis of work completed for each Bid Item.

Should the Bidder have any question(s) regarding the scope of work to be included within the Total Bid Prices, said question(s) shall be directed as provided in Article 4.1 of the Instructions to Bidders.

BID SCHEDULE
 Revised April 30, 2013
STONY CLOVE CREEK BANK RESTORATION PROJECT – SITES #2 & #3
 Shandaken, Ulster County, New York

BIDDER'S NAME: Hubbell Inc.

PROPOSAL NUMBER:

ITEM	QTY	DESCRIPTION	UNIT PRICE	AMOUNT BID
1	LS	Site Preparation	98,000.00	98,000.00
2	LS	Maintenance and Protection of Traffic	35,500.00	35,500.00
3	LS	Stream Channel Dewatering	85,000.00	85,000.00
4A	LS	Earthwork	118,840.00	118,840.00
4B	12,700 CY	Earthwork—Off-Site Import	21.50	273,050.00
4C	600 CY	Earthwork—Unsuitable Material Export	18.00	10,800.00
5	LS	Access Roads	24,000.00	24,000.00
6	LS	Dust, Soil Erosion, and Sediment Control	7,500.00	7,500.00
7A	LS	Bank Slope Treatment	24,500.00	24,500.00
	10 EA	Root Wads	1,100.00	11,000.00
	5,500 TN	24-inch to 48-inch High Rounded Diameter Boulders	44.00	242,000.00
	3,200 TN	Class IV Riprap	38.00	121,600.00
8		Instream Features	XXXXXXXXXX	XXXXXXXXXX
	2,600 TN	12-inch to 24-inch Diameter Cobble	31.00	80,600.00
	4,000 TN	24-inch to 36-inch High Rounded Diameter Boulders	32.00	128,000.00
	3,700 TN	36-inch to 48-inch High Rounded Diameter Boulders	32.00	118,400.00
9	LS	Site Restoration	48,000.00	48,000.00

<p>Base Bid (in words) one million four hundred twenty-six thousand \$ 1,426,790.00 seven hundred ninety dollars and zero cents</p>

Allowances:

Allowance No. 1: Earthwork Allowance: \$5,000.00

ADD ALTERNATES

1. Linear Feet **Add Alternate 1A – Proposed Lined Channel;** complete in place as ordered by the Engineer; including all equipment, labor, materials, and tools, to supply and install approximately 1,500 linear feet of stone lined channel; including Class IV Rip-Rap, Gravel Bedding, and impermeable geomembrane, and any incidentals thereto; as shown on the Add Alt 1 Addendum Plan, at the unit price of 380.00 dollars
0 cents per linear foot x 1,500 l.f. \$ 570,000.00

2. Days **Add Alternate 1B – Proposed Slope Regrading per Daily Basis;** complete in place as ordered by the Engineer; including all equipment, labor, materials, and tools, to complete bank grading to the limits directed in the field by the Engineer, on a daily basis, at the unit price of 2,000.00 dollars
0 cents per day of work x 5 days. \$ 10,000.00

3. Lump Sum **Add Alternate 1C – Stockpile Staging Area - Clearing;** complete in place as ordered by the Engineer; including all equipment, labor, materials, and tools, to clear and stabilize the Staging Area as shown on the Add Alt 1 Addendum Plan. The Work under this item shall be completed at the Lump Sum price of 7,800.00 dollars
0 cents x 1 L.S. \$ 7,800.00

4. Days **Add Alternate 1D – \$10,000 Allowance – Repair/Refurbish Cinder Road;** complete in place as ordered by the Engineer; including all equipment, labor, materials, and tools, to provide repair to Cinder Road which may become damaged or removed during the course of construction. The Work under this item shall also include the in accordance with the Contract Drawings and the Specifications, at the Allowance price of \$10,000. \$10,000.

Total Add Alternates: \$ 597,800.00

Section V: Equipment & Labor Rates - The following rates will be used to determine payment for Time and Materials based work. Contractors must complete the form, listing all equipment proposed to be used during the project. Copy this part of form and use additional pages as necessary.

V.A: Materials Markup - The Contractor will receive a 15 % markup on materials

V.B: Manpower Costs- List all position titles and hourly rate to be billed

Position Title	Hourly rate
Equipment Operator	\$120.00
Laborer	\$92.00
Teamster	\$102.00

V.C: Equipment Rates - List all equipment proposed to be used in the project and the hourly rate. Rates must include all costs, and be "with operator"

Machine	Size	Hourly Rate
750 JD-LPG Bulldozer	145 HP	326.00
D6R Bulldozer	168 HP	413.00
330 Excavator	80,000 lb	425.00
460 Excavator	108,000 lb	445.00
210 Excavator	44,000 lb	405.00
TR-30 off-road truck	30 Ton	320.00
130 Excavator	30,000 lb	312.00
Z65 Loader	3-yd bucket	395.00

In the event of mathematically incorrect calculations of individual items or totals, the mathematically correct amount using the estimated quantities and unit prices (in words) shall govern in determining the TOTAL BID PRICE.

The undersigned also agrees that the quantities indicated are for Bid comparison purposes only and are not represented to be actual quantities for completion of the Work.

The undersigned also agrees that additional work, if any, will be performed and will be paid for in accordance with the Contract Documents.

Amounts shall be shown in both words and figures, where indicated. In case of discrepancy, the amount shown in words will govern.

The above prices shall include all labor, materials, bailing, shoring, removal, overhead, profit, insurance, bonds and incidentals required to complete the Work.

The names and residences of all persons and parties interested in the foregoing Bid as principals are as follows:

Give first and last names in full. In the case of a corporation, see Article 8.3 of the Instructions to Bidders, in the case of a partnership, see Article 8.4 of the Instructions to Bidders.

Joseph Rudd Hubbell, President
William Johnson, Vice-President
Robert Burr Hubbell, Secretary

The undersigned hereby certifies that he/she is able to furnish labor that can work in harmony with all elements of labor employed or to be employed on the Work.

The undersigned hereby certifies under the penalties of perjury that this Bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this section, the work "person" shall mean any natural person, joint venture, partnership, corporation, or other business or legal entity.

14-1724476
~~Social Security Number~~
or Federal Identification Number

Hubbell Inc.
~~Signature of Individual~~
Corporate Name


Corporate Officer (if applicable)
William Johnson, Vice-President

Notice of acceptance should be mailed, telegraphed or delivered to the (undersigned Bidder at the following address)

Hubbell Inc
(Name) incorporated under the laws of the State of New York

By: W E Johnson
(Title) William Johnson, VP
PO Box 664
46124 State Highway 30
(Business Address)

Margaretville, NY 12455
(City and State)

Date: 06/03/2013

Note: If the Bidder is a corporation, indicate State of incorporation under signature, and affix corporate seal; if a partnership, give full names and residential addresses, if different from business address.

BID BOND

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

BIDDER (Name and Address):

Hubbell, Inc.
46124 State Highway 30, POB 664, Margaretville, NY 12455

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

NGM Insurance Company
55 West Stret, POB 2300, Keene, NH 03431

OWNER (Name and Address):

Town of Shandaken
7209 Route 28, Shandaken, NY 12480

BID

Bid Due Date: June 3, 2013

Description (Project Name and Include Location): Hamlet of Chichester, Town of Shandaken, NY
Stony Clove Creek Bank Restoration Sites 2 & 3
Project No. 3597-03-8

BOND

Bond Number: N/A Bid Bond

Date (Not earlier than Bid due date): June 3, 2013

Penal sum **Ten Percent (10%) of the Amount Bid** \$ **10% of Bid**

(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
Hubbell, Inc.

(Seal)

Bidder's Name and Corporate Seal

By:

Signature

William Johnson
Print Name

Vice-President
Title

Attest:

Signature

Witness
Title

SURETY

NGM Insurance Company

(Seal)

Surety's Name and Corporate Seal

By:

Signature (Attach Power of Attorney)

Diana Toledo
Print Name

Attorney-in-Fact
Title

Attest:

Signature

Witness
Title

Note: Above addresses are to be used for giving any required notice. Provide execution by any additional parties, such as joint venturers, if necessary.

PENAL SUM FORM

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 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 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.



KNOW ALL MEN BY THESE PRESENTS: That NGM Insurance Company, a Florida corporation having its principal office in the City of Jacksonville, State of Florida, pursuant to Article IV, Section 2 of the By-Laws of said Company, to wit:

"Article IV, Section 2. The board of directors, the president, any vice president, secretary, or the treasurer shall have the power and authority to appoint attorneys-in-fact and to authorize them to execute on behalf of the company and affix the seal of the company thereto, bonds, recognizances, contracts of indemnity or writings obligatory in the nature of a bond, recognizance or conditional undertaking and to remove any such attorneys-in-fact at any time and revoke the power and authority given to them."

does hereby make, constitute and appoint **Christopher Greene, Diana Toledo, Jeffrey P Deldin, Peter Reeves, Scott Hainey, Raegan Guglielmo** -----

its true and lawful Attorneys-in-fact, to make, execute, seal and deliver for and on its behalf, and as its act and deed, bonds, undertakings, recognizances, contracts of indemnity, or other writings obligatory in nature of a bond subject to the following limitation:

1. No one bond to exceed Five Million Dollars (\$5,000,000.00)

and to bind NGM Insurance Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the NGM Insurance Company; the acts of said Attorney are hereby ratified and confirmed.

This power of attorney is signed and sealed by facsimile under and by the authority of the following resolution adopted by the Directors of NGM Insurance Company at a meeting duly called and held on the 2nd day of December 1977.

Voted: That the signature of any officer authorized by the By-Laws and the company seal may be affixed by facsimile to any power of attorney or special power of attorney or certification of either given for the execution of any bond, undertaking, recognizance or other written obligation in the nature thereof; such signature and seal, when so used being hereby adopted by the company as the original signature of such office and the original seal of the company, to be valid and binding upon the company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, NGM Insurance Company has caused these presents to be signed by its Assistant Vice President, General Counsel and Secretary and its corporate seal to be hereto affixed this 3rd day of January, 2012.

NGM INSURANCE COMPANY By:

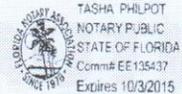
Bruce R Fox
Assistant Vice President, General
Counsel and Secretary



State of Florida,
County of Duval.

On this January 3rd, 2012 before the subscriber a Notary Public of State of Florida in and for the County of Duval duly commissioned and qualified, came Bruce R Fox of the NGM Insurance Company, to me personally known to be the officer described herein, and who executed the preceding instrument, and he acknowledged the execution of same, and being by me fully sworn, deposed and said that he is an officer of said Company, aforesaid: that the seal affixed to the preceding instrument is the corporate seal of said Company, and the said corporate seal and her signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Company; that Article IV, Section 2 of the By-Laws of said Company is now in force.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Jacksonville, Florida this 3rd day of January, 2012.



I, Brian J Beggs, Vice President of the NGM Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by said Company which is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company at Jacksonville, Florida this

3rd day of June, 2013.

WARNING: Any unauthorized reproduction or alteration of this document is prohibited.
TO CONFIRM VALIDITY of the attached bond please call 1-800-225-5646.
TO SUBMIT A CLAIM: Send all correspondence to 55 West Street, Keene, NH 03431 Attn: Bond Claims.





I certify that at the Annual Meeting of the Directors of the NGM Insurance Company duly called and held at Jacksonville, Florida on March 8, 2013, the following officers were elected and still remain in office:

- THOMAS M. VAN BERKELCHAIRMAN OF THE BOARD, PRESIDENT AND CHIEF EXECUTIVE OFFICER
EDWARD J. KUHL.....EXECUTIVE VICE PRESIDENT, CHIEF FINANCIAL OFFICER & TREASURER
STEVEN J. PEETERS.....EXECUTIVE VICE PRESIDENT, CHIEF OPERATING OFFICER
DOUGLAS EDEN, ANTONIA M. PORTERFIELD
MICHAEL D. LANCASHIRE.....SENIOR VICE PRESIDENTS
BRUCE FOXVICE PRESIDENT, GENERAL COUNSEL & SECRETARY
BRIAN J. BEGGS, DANIEL J. GAYNOR, DAVID S. MEDVIDOFSKY,
JOHN THOMPSON, ROBERT HETZEL, DEBORAH E. MURPHY.....VICE PRESIDENTS
RONALD A. JAMESVICE PRESIDENT & CHIEF INFORMATION OFFICER
THOMAS T. FRAZIER.....VICE PRESIDENT & CHIEF INVESTMENT OFFICER
EDWARD P. LOTKOWSKI VICE PRESIDENT & CHIEF ACTUARY
RICHARD G. SCHULTZ.....VICE PRESIDENT & CHIEF ACCOUNTING OFFICER
CATHERINE PARRISH, DEBRA POSPIEL, DEBORAH COHEN-JANSEN,
LISA MURMAN, RONALD PROFAIZER, CHRISTOPHER COX..... ASSISTANT VICE PRESIDENTS
TIMOTHY O. MUZZEY, DEAN DORMAN..... ASSISTANT VICE PRESIDENTS/ACTUARY
TIMOTHY COTTON, MARK FRIEDLANDER,
KATHLEEN KILLGORE, MATTHEW MCCOLLEY, NANCY PALMISANO, MICHELE SEYMOUR
ALICE MORIARTY, JEFFREY PRICE ASSISTANT SECRETARIES
REGIONAL PRESIDENTS (Appointed)
MARK BERGER..... REGIONAL PRESIDENT, NORTHEAST REGION
STEVE BERRY..... REGIONAL PRESIDENT, NEW ENGLAND REGION
GREGG EFFNER..... REGIONAL PRESIDENT SOUTHEAST REGION
HENRY PIPPINS..... REGIONAL PRESIDENT, MIDWEST REGION

I further certify that the following statement of the Company is true as take from the records of said Company as of December 31, 2012..

Table with 2 columns: ADMITTED ASSETS and LIABILITIES. Rows include Bonds at Amortized Values, Stocks at Market Value, First Mortgage Loans, Real Estate, Cash in Office and Banks, Short Term Investments, Agent's Balance, Accrued Interest, Other Assets, Reserve for Losses, Reserve for Loss Adjustment Expenses, Reserve for Unearned Premiums, Reserve for Other Underwriting Expenses, Reserve for Taxes, Licenses, and Fees, Loss Drafts in Transit, Other Liabilities, Total Liabilities, and Policyholders' Surplus.

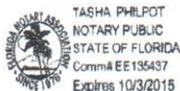
Securities as deposited by law, included above = \$ 9,295,451

I further certify that the following is true and exact excerpt from Article IV, Section 2 of the By-Laws of NGM Insurance Company which is still valid and existing.

"The board of directors, the president, any vice president, secretary, or the treasurer shall have the power and authority to appoint attorneys-in-fact and to authorize them to execute on behalf of the company and affix the seal of the company thereto, bonds, recognizances, contracts of indemnity or writings obligatory in the nature of a bond, recognizance or conditional undertaking and to remove any such attorneys-in-fact at any time and revoke the power and authority given to them."

Subscribed and Sworn to before me on this 12th day of March, 2013

Handwritten signature of Tasha Philpott



IN WITNESS THEREOF I hereunto subscribe my name and affix the seal of said company this 12th day of March, 2013

Handwritten signature of company representative



FOR PRINCIPAL'S USE ONLY (Use Only One)

INDIVIDUAL ACKNOWLEDGEMENT
Unless a Corporation

STATE OF _____
COUNTY OF _____ ss:

On this _____ day of _____, _____, before me personally came

to me known and known to me to be the person mentioned and described in and who executed the foregoing instrument and daily acknowledged to me the execution of the same.

Notary Public

Notary Address

CORPORATE ACKNOWLEDGEMENT

STATE OF New York
COUNTY OF Delaware ss:

On this 3rd day of June, 2013, before me personally came
William Johnson

to me known, who, being by me duly sworn, did dispose and say that he/she resides in _____

Margaretville NY

that he/she is the Vice-President of the Hubbell Inc.

the corporation described in and which executed the above instruments; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he/she signed his/her name thereto by like order.

Laurissa Tilp
Notary Public

FOR SURETY USE ONLY

SURETY ACKNOWLEDGEMENT



STATE OF New York
COUNTY OF Putnam ss:

On this 3rd day of June, 2013, before me personally came
Diana Toledo

to me known, who being by me duly sworn, did depose and say that he/she resides in _____

Brewster, New York

County, that he/she is the Attorney-in-fact of NGM Corporation, and the corporation described in and which executed the above instruments; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he/she signed his/her name thereto by like order.

Raegan A. Guglielmo

RAEGAN A. GUGLIELMO
Notary Public, State of New York
No. 01GU6207380
Qualified in Putnam County
Term Expires June 15, 2017