

BID SCHEDULE

STONY CLOVE BANK RESTORATION PROJECT – SITE #4
Shandaken, Ulster County, New York
Revised: May 24, 2013

BIDDER'S NAME: Kingston Equipment Rental, Inc.

PROPOSAL NUMBER: MMI# 3597-03-10

ITEM	QTY	DESCRIPTION	UNIT PRICE	AMOUNT BID
1	LS	Site Preparation	15,000.00	15,000.00
2	LS	Maintenance and Protection of Traffic	3,500.00	3,500.00
3	LS	Stream Channel Dewatering	23,000.00	23,000.00
4	LS	Earthwork	2,200.00	2,200.00
4A	1,000 C.Y.	Backfill	27.00	27,000.00
5	LS	Bank Slope Treatment	91,000.00	91,000.00
5A	875 TON	Random Boulders	32.00	28,000.00
5B	17 EA.	Logs and Rootwads	500.00	8,500.00
6	LS	Site Restoration	22,800.00	22,800.00

Base Bid (in words) two hundred twenty one thousand \$ 221,000.00
dollars

Allowances:

Allowance No. 1: Earthwork Allowance: \$2,500.00

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 10 % markup on materials

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

Position Title	Hourly rate
Superintendent	100.00
ForeMAN	95.00
Laborer	80.00
Driver	95.00
Operator	100.00
Flagger	70.00

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
Cat 330 Excavator	18,000 lbs.	225.00
Cat 320/321 Excavator	52,000 lbs.	175.00
Cat D6R Dozer	175 HP	175.00
Cat 563 Roller	84" dia.	160.00
3066 Terex Haul Truck	30 Ton	160.00
Cat 966/IT38 Loader	2-3 cy	160.00

Suppliers:

Godwin Pumps / Xylem Dewatering Solutions
 Cobleskill Stone Products

* No SubContractors

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.

Rude F. Baker, 30 De Seo Drive, Shokan, NY 12481 - President

Rita A. Kosonen, 30 Thornwood Lane, Accord, NY 12404 - Secretary / Treasurer
Incorporated: New York State - 4-1-1959

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.

14-1503659
Social Security Number
or Federal Identification Number

Kingston Equipment Rental, Inc.
Signature of Individual or
Corporate Name

Rita Kosonen - Secretary / Treasurer
Corporate Officer (if applicable)

Rita Kosonen

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

Kingston Equipment Rental, Inc.
(Name)

By: Rita Kasana
(Title) Secretary / Treasurer
Incorporated New York State 4-1-1959
78 Stone Road
(Business Address)

West Hurley, NY 12491
(City and State)

Date: June 3, 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.

3597-03-10-a3013-specs-00301 bid form.doc

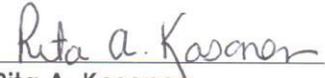
Kingston Equipment Rental, Inc.
78 Stone Road
West Hurley, NY 12491
Ph: 845-338-6025 / Fax: 845-338-3425
Email: BakerBrothers10@aol.com

"Corporate Resolution"

The following resolution was duly adopted by the Board of Directors of Kingston Equipment Rental, Inc. on June 3, 2013.

Resolved that Kingston Equipment Rental, Inc. be authorized to sign and submit the bid or proposal of this corporation for the following project: Project MMI# 3597-03-10 – Stony Clove Creek Bank Restoration Project – Site #4, N.Y. State Route 214, Hamlet of Chichester, Shandaken, Ulster County, New York for the Ulster County Soil & Water Conservation District, 6375 State Route 28, Phoenicia, NY 12464 and to include in such bid proposal, the certificate of said corporation as to non-collusion required by section one hundred three – d of the general municipal law as the act and deed of such corporation and for any inaccuracies or misstatements in such certificate this corporate bidder shall be liable under the penalties of perjury.

The foregoing is a true and correct copy of the resolution adopted by Kingston Equipment Rental, Inc. at a meeting of its Board of Directors held on the 3rd day of June , 2013.


Rita A. Kosonen
Secretary/Treasurer
Kingston Equipment Rental, Inc.
78 Stone Road
West Hurley, NY 12491
Incorporated in New York State 4/1/1959

Corporate Seal

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.

STATE OF NEW YORK)
COUNTY OF RENSSELAER)

Bond No. **KING5-30-13-2**

C On this 30th day of **May, 2013** before me personally came
O **Rita Kosonen** to me known, being sworn
R by me, did depose and say that he/she resides in **Accord, NY**
P that he/she is the **Secretary/Treasurer** of **KINGSTON EQUIPMENT RENTAL, INC.**
O the corporation described in and which
R executed the above instrument; that he/she knows the said seal of such
A corporation; that the seal affixed to said instrument is such corporate
T seal; and that it was so affixed by the order of the Board of Directors of
I said corporation, and that he/she signed his/her name thereto by like order.
O
N Sworn to and acknowledged on the above date, Jennifer S Vanat.

JENNIFER S. VANAT
Notary Public, State of New York
Qualified in Columbia County
Reg # 01VA6135808
Commission Expires Oct. 24, 2013

STATE OF NEW YORK)
COUNTY OF RENSSELAER)

S On this 30th day of **May, 2013** before me personally came
U **Renee A. Manny** to me known who resides in **Rensselaer, NY**
R and duly sworn and says that he/she is the Attorney-in-fact of
E the **HARTFORD FIRE INSURANCE COMPANY**
T and knows the corporate seal and that it was affixed thereto by order of the
Y Board of Directors by Power of Attorney of said Company; of which a certified
copy is attached; and that he/she signed said instrument as an Attorney-in-Fact
of said Company by like authority.
Sworn to and acknowledged on the above date, Jennifer S Vanat.

JENNIFER S. VANAT
Notary Public, State of New York
Qualified in Columbia County
Reg # 01VA6135808
Commission Expires Oct. 24, 2013

I STATE OF NEW YORK)
N COUNTY OF _____)
D

I On this _____ day of _____ 20____, before me personally came
V _____ to me known and known to me to be
I the person described in and who executed the foregoing instrument and
D he thereupon acknowledged to me that he executed the same.
U
A Sworn to and acknowledged on the above date, _____.
L

POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD

BOND, T-4

One Hartford Plaza

Hartford, Connecticut 06155

call: 888-266-3488 or fax: 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Code: 01-110009, 01-110019 & 01-210547

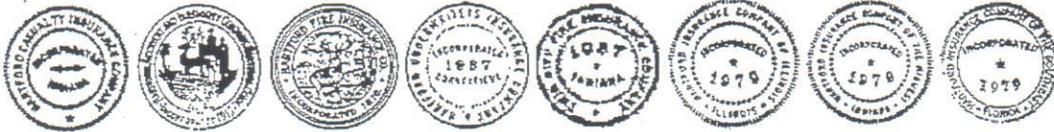
- Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois
- Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, up to the amount of unlimited:

Diane M. Peligian, John C. Tickner of Wakefield RI, David W. Cooper, Milton H. Kotin, Rebecca Powers, Mark C. Nickel of Pittsford NY, Kevin J. Garrity, Christopher Terzian, Lori A. Francett, Stephen J. Donnelly, Renee A. Manny, Judy Tomlinson, Vikki L. LaVean, John F. Murray Jr., Mary Dixon, Tanya Volk of East Greenbush NY

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by , 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.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on August 1, 2009 the Companies have caused these presents to be signed by its Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



Wesley W. Cowling

Wesley W. Cowling, Assistant Secretary

M. Ross Fisher

M. Ross Fisher, Vice President

STATE OF CONNECTICUT }
COUNTY OF HARTFORD } ss. Hartford

On this 12th day of July, 2012, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say; that he resides in the County of Hartford, State of Connecticut; that he is the Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.



CERTIFICATE

Kathleen T. Maynard
Kathleen T. Maynard
Notary Public
My Commission Expires July 31, 2016

I, the undersigned, Vice President of the Companies, 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 effective as of May 30th, 2013

Signed and sealed at the City of Hartford.



Gary W. Stumper

Gary W. Stumper, Vice President

HARTFORD FIRE INSURANCE COMPANY

Hartford, Connecticut

Financial Statement, December 31, 2012

(Statutory Basis)

ASSETS		LIABILITIES	
U.S. Government Bonds	\$ 468,076,524	Reserve for Claims	\$
Bonds of Other Governments	225,576,451	and Claim Expense.....	7,358,097,206
State, County Municipal		Reserve for Unearned Premiums	1,948,066,149
Miscellaneous Bonds	12,051,050,206	Reserve for Taxes, License	
Stocks	5,407,687,599	and Fees	66,134,885
Short Term Investments	565,906,440	Miscellaneous Liabilities	2,235,501,984
	<u>\$ 18,718,297,220</u>	Total Liabilities	\$ 11,607,800,224
Real Estate	\$ 201,114,123	Capital Paid In \$	54,740,000
Cash	89,214,243	Surplus	<u>12,957,797,573</u>
Agents' Balances (Under 90 Day)	2,837,315,710	Surplus as regards Policyholders.....	<u>\$ 13,012,537,573</u>
Other Invested Assets	539,241,941	Total Liabilities, Capital	
Miscellaneous	2,235,154,560	and Surplus	<u>\$ 24,620,337,797</u>
Total Admitted Assets	\$ 24,620,337,797		

STATE OF CONNECTICUT
 COUNTY OF HARTFORD
 CITY OF HARTFORD

} ss.

M. Ross Fisher, Vice President, and Wesley W. Cowling, Assistant Secretary of the Hartford Fire Insurance Company, being duly sworn, each deposes and say that the foregoing is a true and correct statement of the said company's financial condition as of December 31, 2012.

Subscribed and sworn to before me
 this 19th day of April, 2013.

Kathleen T. Maynard

 Kathleen T. Maynard
 Notary Public
 My Commission Expires July 31, 2016



M. Ross Fisher

 M. Ross Fisher, Vice President

Wesley W. Cowling

 Wesley W. Cowling, Assistant Secretary