



**TOWN OF PORTVILLE
PORTVILLE FUEL STORAGE AND DELIVERY**

BID OPENING: November 24, 2009 2:00PM

BIDDER CHECKLIST

NAME OF BIDDER	5% BID SECURITY	NON-COLL BID CERT.	TOTAL BASE BID	BID ALTERNATE A-1	BID ALTERNATE A-2	BID ALTERNATE A-3	BID ALTERNATE A-4	BID ALTERNATE A-5	UNIT PRICE U-1	UNIT PRICE U-2
Empire State Mechanical Contractors, Inc.	YES	YES	157,000.00	25,000.00	23,000.00	(2,000.00)	6,000.00	-	120.00/CY	1,000 EACH
L&O Mechanical Contractors	YES	YES	167,000.00	32,000.00	18,000.00	(7,000.00)	(33,000.00)	(37,000.00)	180.00/CY	1,000 EACH
Orchard Earth & Pipe Corp	YES	YES	151,260.00	36,112.00	21,960.00	(3,370.00)	(2,593.00)	(5,370.00)	99.00/CY	2,100 EACH
Paragon Environmental	YES	YES	225,900.00	27,000.00	8,900.00	(1,800.00)	19,800.00	(6,500.00)	1,000.00/CY	3,000 EACH



Western Surety Company

BID BOND (Percentage)

Bond Number: 70833995

KNOW ALL PERSONS BY THESE PRESENTS, That we Empire State Mechanical Contractors, Inc. of 3039 Sherwood Rd., Palmyra, NY 14522, hereinafter referred to as the Principal, and Western Surety Company as Surety, are held and firmly bound unto Town of Portville of 1102 Olean-Portville Rd., Portville, NY 14770 hereinafter referred to as the Obligee, in the sum of Five (5 %) percent of the greatest amount bid, for the payment of which we bind ourselves, our legal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has submitted or is about to submit a proposal to Obligee on a contract for Portville Fuel Storage and Delivery Upgrades

NOW, THEREFORE, if the said contract be awarded to Principal and Principal shall, within such time as may be specified, enter into the contract in writing and give such bond or bonds as may be specified in the bidding or contract documents with surety acceptable to Obligee; or if Principal shall fail to do so, pay to Obligee the damages which Obligee may suffer by reason of such failure not exceeding the penalty of this bond, then this obligation shall be void; otherwise to remain in full force and effect.

SIGNED, SEALED AND DATED this 24th day of November, 2009

Empire State Mechanical Contractors, Inc.
(Principal)

By [Signature] (Seal)

Western Surety Company
(Surety)

By Judy M. Kukol (Seal)
Judy M. Kukol Attorney-in-Fact



FOR PRINCIPAL'S USE ONLY

INDIVIDUAL ACKNOWLEDGEMENT
Unless a Corporation

STATE OF _____

ss:

COUNTY OF _____

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

CORPORATE ACKNOWLEDGEMENT

STATE OF NEW YORK

ss:

COUNTY OF MONROE

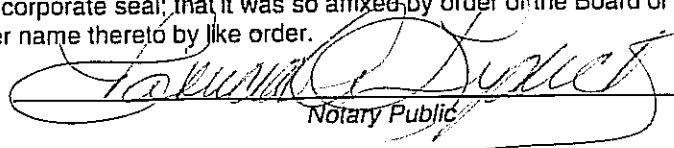
On this 20th day of November, 2009, before me personally

came MARK OSWALD

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

PALMYRA, NEW YORK

that he/she is the PRESIDENT of the EMPIRE STATE MECHANICAL CONTRACTORS 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.



Notary Public

PATRICIA A. EYDICK
Notary Public in the State of New York
MONROE COUNTY
Commission Expires Sept. 30, _____

STATE OF New York }
COUNTY OF MONROE }
ACKNOWLEDGMENT OF SURETY
(Attorney-in-Fact) Bond No. 70833995

On this 20th day of November, 2009, before me, a notary public in and for said County, personally appeared Judy M. Kukul to me personally known and being by me duly sworn, did say, that he is the Attorney-in-Fact of WESTERN SURETY COMPANY, a corporation of Sioux Falls, South Dakota, created, organized and existing under and by virtue of the laws of the State of South Dakota, that the said instrument was executed on behalf of the said corporation by authority of its Board of Directors and that the said Judy M. Kukul acknowledges said instrument to be the free act and deed of said corporation and that he has authority to sign said instrument without affixing the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal at Fulton, New York, the day and year last above written.

My commission expires Sept. 30, 2013

[Signature]
Notary Public

Form 106-4-2003

PATRICIA A. LYDICK
Notary Public in the State of New York
MONROE COUNTY
Commission Expires Sept. 30, 2013

Western Surety Company

POWER OF ATTORNEY - CERTIFIED COPY

Bond No. 70833295

Know All Men By These Presents, that WESTERN SURETY COMPANY, a corporation duly organized and existing under the laws of the State of South Dakota, and having its principal office in Sioux Falls, South Dakota (the "Company"), does by these presents make, constitute and appoint Judy M. Krell

its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred, to execute, acknowledge and deliver for and on its behalf as Surety, bonds for:

Principal: Empire State Mechanical Contractors, Inc.

Obligor: Town of Fortville

Amount: \$550,000.00

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the Senior Vice President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said attorney(s)-in-fact may do within the above stated limitations. Said appointment is made under and by authority of the following bylaw of Western Surety Company which remains in full force and effect.

"Section 7. All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

All authority hereby conferred shall expire and terminate, without notice, unless used before midnight of FEBRUARY 26, 2010, but until such time shall be irrevocable and in full force and effect.

In Witness Whereof, Western Surety Company has caused these presents to be signed by its Senior Vice President, Paul T. Bruffat, and its corporate seal to be affixed this 24th day of November, 2009.

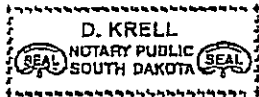


WESTERN SURETY COMPANY

Paul T. Bruffat

Paul T. Bruffat, Senior Vice President

On this 24th day of November, in the year 2009, before me, a notary public, personally appeared Paul T. Bruffat, who being to me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of WESTERN SURETY COMPANY and acknowledged said instrument to be the voluntary act and deed of said corporation.



My Commission Expires November 30, 2012

D. Krell
Notary Public - South Dakota

I the undersigned officer of Western Surety Company, a stock corporation of the State of South Dakota, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable, and furthermore, that Section 7 of the bylaws of the Company as set forth in the Power of Attorney is now in force.

In testimony whereof, I have hereunto set my hand and seal of Western Surety Company this 24th day of November, 2009.

WESTERN SURETY COMPANY

Paul T. Bruffat

Paul T. Bruffat, Senior Vice President

WESTERN SURETY COMPANY
 Sioux Falls, South Dakota
 Statement of Condition and Affairs
 December 31, 2007

ASSETS

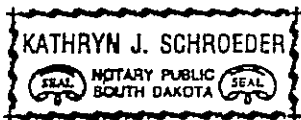
Bonds	\$921,938,370
Stocks	20,250,435
Cash and short-term investments	41,487,866
Uncollected premiums and agents' balances	37,141,595
Amounts recoverable from reinsurers	638,013
Funds held by or deposited with reinsured companies	31,119,059
Federal income tax recoverable	1,153,773
Net deferred tax asset	16,092,420
Electronic data processing equipment and software	910,607
Investment income due and accrued	11,862,323
Other assets	1,179,869
Total Assets	<u><u>\$1,083,774,330</u></u>

LIABILITIES AND SURPLUS

Losses	\$244,324,775
Reinsurance payable on paid loss and loss adjustment expenses	0
Loss adjustment expense	63,019,064
Contingent and other commissions payable	5,024,665
Other expense	19,014,635
Taxes, licenses and fees	3,097,450
Unearned premiums	251,677,091
Retroactive reinsurance reserve assumed	10,283,292
Other liabilities	45,108,485
Total Liabilities	<u><u>641,549,457</u></u>

Surplus Account:	
Capital paid up	\$4,000,000
Gross paid in and contributed surplus	176,435,232
Unassigned funds	<u>261,789,641</u>
Surplus as regards policyholders	\$442,224,873
Total Liabilities and Capital	<u><u>\$1,083,774,330</u></u>

I, Philip E. Lundy, Vice President and Treasurer of Western Surety Company hereby certify that the above is an exact copy of the financial statement of the Company dated December 31, 2007, as filed with the various Insurance Departments and is a true and correct statement of the condition of Western Surety Company as of that date.



Western Surety Company

By Philip E. Lundy
 Vice President, Treasurer

Subscribed and sworn to me this 28th day of February, 2008.

My commission expires:

KATHRYN J. SCHROEDER
 My Commission Expires 7-21-2009

Kathryn J. Schroeder
 Notary Public

BID

BIDDER

Name EMPIRE STATE MECHANICAL CONTRACTORS, INC.
Address 3039 SHERWOOD ROAD
PALMYRA, NY 14522
Phone and Fax 315-597-1436 FAX 1438
Date 11/23/09

PROJECT: Town of Portville
Portville Fuel Storage and Delivery

OWNER: Town of Portville
1102 Olean-Portville Rd
Portville, NY 14770

- 1.01 The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an agreement with the OWNER in the form included in the Contract Documents to perform and furnish all work as specified or indicated in the Contract Documents for the Contract price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.
- 2.01 BIDDER accepts all of the terms and conditions of the Invitation to Bid and Instructions to BIDDERS. This Bid will remain subject to acceptance for forty-five days after the day of Bid opening. BIDDER will sign and submit the Agreement and other documents required by the Bidding Requirements within seven days after the date of the OWNER's Notice of Award.
- 3.01 In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:
- A. BIDDER has examined and carefully studied copies of all the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda (receipt of all which is hereby acknowledged):
- | | |
|------------|--------------|
| Date _____ | Number _____ |
| Date _____ | Number _____ |
| Date _____ | Number _____ |
| Date _____ | Number _____ |
- B. BIDDER has familiarized itself with the nature and extent of the Contract Documents, work site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance, or finishing of the work.
- C. BIDDER has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explora-

tions, tests and studies which pertain to the physical conditions at the site or otherwise may affect the cost, progress, performance or furnishing of the work as BIDDER considers necessary for the performance or furnishing of the work at the Contract Price, within the Contract Time, and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of Paragraph 4.02 of the General Conditions (and reports or drawings of Hazardous Environmental Conditions, if any, as provided in paragraph 4.06 of the General Conditions); and no additional examinations, investigations, explorations, tests, reports, or similar information or data are or will be required by BIDDER for such purposes.

D. Contract Time and Liquidated Damages

The Contract Time commences to run as provided in paragraph 2.03 of the General Conditions and completed and ready for final payment in accordance with paragraph 14.07 of the General Conditions as specified in the Agreement.

E. BIDDER has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports, or similar information or data in respect of said Underground Facilities are or will be required by BIDDER in order to perform and furnish the work at the Contract Price, within the Contract Time, and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of Paragraph 4.04 of the General Conditions.

F. BIDDER has correlated the results of all such observations, examinations, investigations, explorations, tests, reports, and studies with the terms and conditions of the Contract Documents.

G. BIDDER has given ENGINEER written notice of all conflicts, errors, or discrepancies that it has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to BIDDER.

H. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; BIDDER has not directly or indirectly induced or solicited any other BIDDER to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm, or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other BIDDER or over OWNER.

4.01 The BIDDER understands and agrees that the estimated quantities for unit Bid prices, if any, are to be considered as approximate only. The OWNER does not expressly or by implication agree that the actual quantities will correspond therewith and reserves the right to increase or decrease any quantity or to eliminate any quantity as he may deem necessary. Neither the OWNER nor the BIDDER will be entitled to any adjustments in a unit Bid price as a result of any change in quantity unless that change exceeds 15% of the estimated quantity and equals or exceeds \$25,000 (unless noted otherwise), and BIDDER agrees to accept the aforesaid unit Bid prices as complete and total compensation for any additions or deductions caused by a variation in quantities as a result of more accurate

measurement, or by any changes or alterations in the Work ordered by the OWNER, and for use in computing the value of the Work performed for progress payments for changes that vary within the adjustment limits stated above.

The undersigned further understands that there will be a review and negotiation of the unit Bid price whenever the actual quantity for that particular unit price Item varies by more than 15% from the Bid quantity, or by \$25,000 or greater (unless noted otherwise).

- 5.01 BIDDER further agrees that the OWNER has the right to delete Bid items and/or Bid Sections and may add Alternate(s) prior to or after award if the OWNER deems this to be in the OWNER'S best interest.
- 6.01 BIDDER also agrees that the OWNER reserves the right to award this project to the lowest responsible BIDDER on the basis of the sum of the Base Bid and any, all, or none of the Alternates listed in the Bid.
- 7.01 BIDDER will complete the work for the following price(s) as stated in the attached Bid Proposal.
- 8.01 BIDDER agrees that the work will be fully complete and operational by May 1, 2010.

PORTVILLE FUEL STORAGE AND DELIVERY
PORTVILLE, NY

<u>Item</u>	<u>Item Description</u>	<u>Unit</u>	<u>Quantity</u>	<u>Unit Price (in words)</u>	<u>Unit Price (Numerals)</u>	<u>Total (Numerals)</u>
<u>BASE BID</u>						
1	Mobilization (not to exceed 3%)	LS	1	<u>FOUR THOUSAND</u> Dollars and <u>ZERO</u> (in words) Cents	<u>4,000</u> (in figures)	<u>4,000</u> (in figures)
2	12,000 Gallon Storage Tank with Containment Dyke and Accessories with All Excavation, Concrete, and Granular Backfill Complete	LS	1	<u>SIXTY THOUSAND</u> Dollars and <u>ZERO</u> (in words) Cents	<u>60,000</u> (in figures)	<u>60,000</u> (in figures)
3	Dispensers and Pumps	LS	1	<u>TWENTY THOUSAND</u> Dollars and <u>ZERO</u> (in words) Cents	<u>20,000</u> (in figures)	<u>20,000</u> (in figures)
4	Fuel Management System	LS	1	<u>TWENTY THOUSAND</u> Dollars and <u>ZERO</u> (in words) Cents	<u>20,000</u> (in figures)	<u>20,000</u> (in figures)

PORTVILLE FUEL STORAGE AND DELIVERY
PORTVILLE, NY

<u>Item</u>	<u>Item Description</u>	<u>Unit</u>	<u>Quantity</u>	<u>Unit Price (in words)</u>	<u>Unit Price (Numerals)</u>	<u>Total (Numerals)</u>
5	Removal and Disposal Of Existing Above Ground Fuel Storage Tanks	LS	1	(in words) <u>FIVE THOUSAND</u> Dollars and <u>ZERO</u> Cents (in words)	<u>5,000</u> (in figures)	<u>5,000</u> (in figures)
6	Removal and Disposal Of Existing Underground Fuel Storage Tanks	LS	1	<u>THIRTY THOUSAND</u> Dollars and <u>ZERO</u> Cents (in words)	<u>30,000</u> (in figures)	<u>30,000</u> (in figures)
7	Electrical Work	LS	1	<u>EIGHTEEN THOUSAND</u> Dollars and <u>ZERO</u> Cents (in words)	<u>18,000</u> (in figures)	<u>18,000</u> (in figures)
TOTAL BASE BID				<u>ONE HUNDRED FIFTY SEVEN THOUSAND</u> DOLLARS AND <u>ZERO</u> CENTS	<u>\$57,000.⁰⁰</u> (IN FIGURES)	

PORTVILLE FUEL STORAGE AND DELIVERY
PORTVILLE, NY

<u>Item</u>	<u>Item Description</u>	<u>Unit</u>	<u>Quantity</u>	<u>Unit Price (in words)</u>	<u>Unit Price (Numerals)</u>	<u>Total (Numerals)</u>
<u>BID ALTERNATES:</u>						
A-1	Furnish and Install 24' x 36' Two Column Canopy with Footers Complete	LS	1	(Add) <u>TWENTY FIVE</u> <u>THOUSAND</u> Dollars and <u>ZERO</u> Cents (in words)	<u>25,000</u> (in figures)	<u>25,000</u> (in figures)
A-2	Furnish and Install Fire Suppression System Complete	LS	1	(Add) <u>TWENTY THREE</u> <u>THOUSAND</u> Dollars and <u>ZERO</u> Cents (in words)	<u>23,000</u> (in figures)	<u>23,000</u> (in figures)
A-3	Furnish and Install 10,000 gallon Fuel Storage with Secondary Containment Dyke in lieu of 12,000 gallon	LS	1	(Deduct) <u>TWO</u> <u>ONE THOUSAND</u> Dollars and <u>ZERO</u> Cents (in words)	<u>2,000</u> (in figures)	<u>2,000</u> (in figures)
A-4	Furnish and Install 12,000 gallon Fuel Storage with built in Secondary Containment	LS	1	(Add/Deduct) <u>SIX THOUSAND</u> Dollars and <u>ZERO</u> Cents (in words)	<u>6,000</u> (in figures)	<u>6,000</u> (in figures)

PORTVILLE FUEL STORAGE AND DELIVERY
PORTVILLE, NY

<u>Item</u>	<u>Item Description</u>	<u>Unit</u>	<u>Quantity</u>	<u>Unit Price (in words)</u>	<u>Unit Price (Numerals)</u>	<u>Total (Numerals)</u>
A-5	Furnish and Install 10,000 gallon Fuel Storage with built in Secondary Containment In lieu of 12,000 Gallon With containment dyke	LS	1	(Add/Deduct) _____ _____ Dollars and <u>ZERO</u> _____ (in words) Cents	_____ (in figures)	<u>0</u> (in figures)

Note: Owner reserves the right to accept any combination of the base bid and bid alternates or to reject all bids

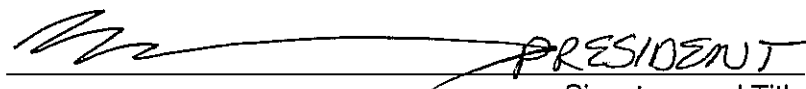
PORTVILLE FUEL STORAGE AND DELIVERY
PORTVILLE, NY

<u>Item</u>	<u>Item Description</u>	<u>Unit</u>	<u>Quantity</u>	<u>Unit Price (in words)</u>	<u>Unit Price (Numerals)</u>	<u>Total (Numerals)</u>
<u>Unit Pricing:</u>						
U-1	Removal and Disposal Of Contaminated Soils	CY	1*	<u>ONE HUNDRED, TWENTY</u> Dollars	<u>120</u> (in figures)	
				and <u>ZERO</u> (in words) Cents		
U-2	Install Observation Well	EA	1*	<u>ONE THOUSAND</u> Dollars	<u>1,000</u> (in figures)	
				and <u>ZERO</u> (in words) Cents		

* = These are unit prices in the event that contaminated soils are encountered. The Unit Price bid shall not change regardless of the quantity required.

NON-COLLUSIVE BIDDING CERTIFICATE

In accordance with the provisions of Section 103-d of the General Municipal Law as amended, the following "Non-Collusive Bidding Certificate" is and shall become a part of this proposal: (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 organizations 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 restriction of competition."



PRESIDENT
Signature and Title

In accordance with the provisions of Section 103-a of the General Municipal Law the following clause is hereby inserted to provide:

"That upon the refusal of a person, when called before a grand jury to testify concerning any transaction or contract had with the State, any political subdivision thereof, a public authority or with any public department, agency, or official of the State or of a public authority, to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning such transaction or contract, (a) such person, and any firm, partnership, or corporation of which he is a member, partner, director or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any contracts with any municipal corporation or any public department, agency, or official thereof, for goods, work, or services, for a period of five years after such refusal, and to provide also that (b) any and all contracts made with any municipal corporation or any public department, agency, or official thereof, since the effective date of this law, by such person, and by any firm, partnership, or corporation of which he is a member, partner, director, or officer may be canceled or terminated by the municipal corporation without incurring any penalty or damages on account of such cancellation or termination, but any monies owing by the municipal corporation for goods delivered or work done prior to the cancellation or termination, but any monies owing by the municipal corporation for goods delivered or work done prior to cancellation or termination shall be paid."

If BIDDER is:
An Individual

By _____ (SEAL)
(Individual's Name)

doing business as _____
Business Address: _____
Phone Number: _____

A Partnership

By _____ (SEAL)
(Firm's Name)

_____ (general partner)
Business Address: _____
Phone Number: _____

A Corporation

By EMPIRE STATE MECHANICAL CONTRACTORS, INC. (SEAL)
(Corporation Name)

NEW YORK
(State of Incorporation)

By MARK D.P. OSWALD
(Name of Person Authorized to Sign)

PRESIDENT
(Title)

(Corporate Seal)
Attest Valerie M. Oswald VALERIE M. OSWALD
(Secretary)

Business Address: 3039 SHERWOOD ROAD
PALMYRA, NY 14522
Phone Number: 315-597-1436

A Joint Venture

By _____
(Name)

(Address)

By _____
(Name)

(Address)

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above).

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we L & O PLUMBING & HEATING, INC. d/b/a L & O MECHANICAL CONTRACTORS

as Principal, hereinafter called the Principal, and OLD REPUBLIC INSURANCE COMPANY

a corporation duly organized under the laws of the State of PENNSYLVANIA as Surety, hereinafter called the Surety, are held and firmly bound unto TOWN OF PORTVILLE

as Obligee, hereinafter called the Obligee, in the sum of

FIVE PERCENT (5%) OF AMOUNT BID

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for PORTVILLE FUEL SYSTEM - NEW INSTALL

THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee 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.

Signed and sealed this 23RD day of NOVEMBER, 2009.

(Witness)

L & O PLUMBING & HEATING, INC. d/b/a L & O MECHANICAL CONTRACTORS
(Principal) (Seal)

DARREN OSWALD (Title) president

(Witness)

OLD REPUBLIC INSURANCE COMPANY
(Surety) (Seal)

MATTHEW RIEDINGER, ATTORNEY-IN-FACT
(Title)



ACKNOWLEDGMENT OF PRINCIPAL - IF A CORPORATION

STATE OF NEW YORK
COUNTY OF Monroe } ss

On the 24 day of November, 2009 before me personally appeared
Darren Oswald to be known, who, being by me duly sworn, did depose and
say; that he/she resides at Macedon NY, that he/she is the
President of L+O Plumbing & Heating Inc the corporation
described in and which executed the within instrument; and that he/she signed his/her name
thereto by order of the Board of Directors of said corporation.

James A Bumpus
.....
Notary Public

James A. Bumpus
Notary Public, State of New York
Qualified in Wayne County
No. 01BU5019196
Commission Expires October 18, 2013

ACKNOWLEDGMENT OF SURETY COMPANY

STATE OF NEW YORK
COUNTY OF MONROE } ss

On this 23RD day of NOVEMBER, 2009 before me personally came MATTHEW RIEDINGER to
me known, who, being by me duly sworn, did depose and say; that he/she resides in
ROCHESTER, NY; that he/she is the ATTORNEY-IN-FACT of OLD REPUBLIC INSURANCE
COMPANY the corporation described in and which executed the within instrument; and that
he/she signed her/his name thereto by order of the Board of Directors of said corporation.

Cristine M Best
.....
Notary Public

CRISTINE M. BEST
NOTARY PUBLIC, STATE OF NEW YORK
MONROE COUNTY
MY COMMISSION EXPIRES
DECEMBER 3, 2009



POWER OF ATTORNEY

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

MATTHEW RIEDINGER, ANDREW J. MELONI, CRISTINA MILLER, SHELLEY G. PASINSKI, CRISTINE M. BEST, CAROL A. ALDRICH, OF ROCHESTER, NY

its true and lawful Attorney(s)-in-Fact, with full power and authority, not exceeding \$10,000,000, 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, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED AN AGGREGATE OF THREE MILLION DOLLARS (\$3,000,000) ----- FOR ANY SINGLE OBLIGATION, REGARDLESS OF THE NUMBER OF INSTRUMENTS ISSUED FOR THE OBLIGATION.

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 document is not valid unless printed on colored background and is multi-colored. This appointment is made under and by authority of the board of directors at a meeting held on March 1, 2006. 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 March 1, 2006.

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 note guaranty bonds. The said officers may revoke any Power of Attorney previously granted to any such person. The authority of any Power of Attorney granted by any such officer of the Company as aforesaid shall not exceed ten million dollars (\$10,000,000.00), except (a) bonds required to be filed as open penalty bonds, and (b) bonds filed with any court or governmental authority requiring an unlimited penalty in bonds filed in that court.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company (i) when signed by the chairman, 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 of 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 22ND day of OCTOBER, 2009.

Geraldine J. Stelter

Assistant Secretary



OLD REPUBLIC INSURANCE COMPANY

Gerald C. Leach

Vice President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS
22ND day of OCTOBER, 2009

On this _____, personally came before me, GERALD C. LEACH and GERALDINE J. STELTER 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 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.



Sharon A. Pizub

Notary Public:

My commission expires: 12/02/2012

CERTIFICATE

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.

72-5024



Signed and sealed at the City of Brookfield this 23RD day of NOVEMBER, 2009.

BROWN & BROWN OF NY, INC.

Jane E. Cheney

Assistant Secretary

THIS DOCUMENT HAS A COLORED BACKGROUND AND IS MULTI-COLORED ON THE FACE. THE COMPANY LOGO APPEARS ON THE BACK OF THIS DOCUMENT AS A WATERMARK. IF THESE FEATURES ARE ABSENT, THIS DOCUMENT IS VOID.

BID

BIDDER

Name Lto mechanical
Address 768 BROOKS AVE ROCH. NY
14619
Phone and Fax 535-436-4620 F(4659)
Date 11-24-09

PROJECT: Town of Portville
Portville Fuel Storage and Delivery

OWNER: Town of Portville
1102 Olean-Portville Rd
Portville, NY 14770

- 1.01 The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an agreement with the OWNER in the form included in the Contract Documents to perform and furnish all work as specified or indicated in the Contract Documents for the Contract price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.
- 2.01 BIDDER accepts all of the terms and conditions of the Invitation to Bid and Instructions to BIDDERS. This Bid will remain subject to acceptance for forty-five days after the day of Bid opening. BIDDER will sign and submit the Agreement and other documents required by the Bidding Requirements within seven days after the date of the OWNER's Notice of Award.
- 3.01 In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:
- A. BIDDER has examined and carefully studied copies of all the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda (receipt of all which is hereby acknowledged):

Date _____	Number _____
Date _____	Number _____
Date _____	Number _____
Date _____	Number _____
 - B. BIDDER has familiarized itself with the nature and extent of the Contract Documents, work site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance, or finishing of the work.
 - C. BIDDER has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explora-

tions, tests and studies which pertain to the physical conditions at the site or otherwise may affect the cost, progress, performance or furnishing of the work as BIDDER considers necessary for the performance or furnishing of the work at the Contract Price, within the Contract Time, and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of Paragraph 4.02 of the General Conditions (and reports or drawings of Hazardous Environmental Conditions, if any, as provided in paragraph 4.06 of the General Conditions); and no additional examinations, investigations, explorations, tests, reports, or similar information or data are or will be required by BIDDER for such purposes.

D. Contract Time and Liquidated Damages

The Contract Time commences to run as provided in paragraph 2.03 of the General Conditions and completed and ready for final payment in accordance with paragraph 14.07 of the General Conditions as specified in the Agreement.

E. BIDDER has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports, or similar information or data in respect of said Underground Facilities are or will be required by BIDDER in order to perform and furnish the work at the Contract Price, within the Contract Time, and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of Paragraph 4.04 of the General Conditions.

F. BIDDER has correlated the results of all such observations, examinations, investigations, explorations, tests, reports, and studies with the terms and conditions of the Contract Documents.

G. BIDDER has given ENGINEER written notice of all conflicts, errors, or discrepancies that it has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to BIDDER.

H. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; BIDDER has not directly or indirectly induced or solicited any other BIDDER to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm, or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other BIDDER or over OWNER.

4.01 The BIDDER understands and agrees that the estimated quantities for unit Bid prices, if any, are to be considered as approximate only. The OWNER does not expressly or by implication agree that the actual quantities will correspond therewith and reserves the right to increase or decrease any quantity or to eliminate any quantity as he may deem necessary. Neither the OWNER nor the BIDDER will be entitled to any adjustments in a unit Bid price as a result of any change in quantity unless that change exceeds 15% of the estimated quantity and equals or exceeds \$25,000 (unless noted otherwise), and BIDDER agrees to accept the aforesaid unit Bid prices as complete and total compensation for any additions or deductions caused by a variation in quantities as a result of more accurate

measurement, or by any changes or alterations in the Work ordered by the OWNER, and for use in computing the value of the Work performed for progress payments for changes that vary within the adjustment limits stated above.

The undersigned further understands that there will be a review and negotiation of the unit Bid price whenever the actual quantity for that particular unit price Item varies by more than 15% from the Bid quantity, or by \$25,000 or greater (unless noted otherwise).

- 5.01 BIDDER further agrees that the OWNER has the right to delete Bid items and/or Bid Sections and may add Alternate(s) prior to or after award if the OWNER deems this to be in the OWNER'S best interest.
- 6.01 BIDDER also agrees that the OWNER reserves the right to award this project to the lowest responsible BIDDER on the basis of the sum of the Base Bid and any, all, or none of the Alternates listed in the Bid.
- 7.01 BIDDER will complete the work for the following price(s) as stated in the attached Bid Proposal.
- 8.01 BIDDER agrees that the work will be fully complete and operational by May 1, 2010.

PORTVILLE FUEL STORAGE AND DELIVERY
PORTVILLE, NY

<u>Item</u>	<u>Item Description</u>	<u>Unit</u>	<u>Quantity</u>	<u>Unit Price (in words)</u>	<u>Unit Price (Numerals)</u>	<u>Total (Numerals)</u>
<u>BASE BID</u>						
1	Mobilization (not to exceed 3%)	LS	1	<u>Two Thousand</u> _____ Dollars and <u>0</u> (in words) _____ Cents	_____ (in figures)	<u>\$2,000</u> (in figures)
2	12,000 Gallon Storage Tank with Containment Dyke and Accessories with All Excavation, Concrete, and Granular Backfill Complete	LS	1	<u>Eighty Three Thousand</u> _____ Dollars and <u>0</u> (in words) _____ Cents	_____ (in figures)	<u>\$83,000</u> (in figures)
3	Dispensers and Pumps	LS	1	<u>Twenty Five Thousand</u> _____ Dollars and <u>0</u> (in words) _____ Cents	_____ (in figures)	<u>\$25,000</u> (in figures)
4	Fuel Management System	LS	1	<u>Fourteen Thousand</u> _____ Dollars and _____ Cents	_____ (in figures)	<u>\$14,000</u> (in figures)

PORTVILLE FUEL STORAGE AND DELIVERY
PORTVILLE, NY

<u>Item</u>	<u>Item Description</u>	<u>Unit</u>	<u>Quantity</u>	<u>Unit Price (in words)</u>	<u>Unit Price (Numerals)</u>	<u>Total (Numerals)</u>
5	Removal and Disposal Of Existing Above Ground Fuel Storage Tanks	LS	1	(in words) <u>Seven Thousand</u> _____ Dollars and <u>0</u> (in words) _____ Cents	_____ (in figures)	<u>\$7,000</u> (in figures)
6	Removal and Disposal Of Existing Underground Fuel Storage Tanks	LS	1	<u>Fourteen Thousand</u> _____ Dollars and <u>0</u> (in words) _____ Cents	_____ (in figures)	<u>\$14,000</u> (in figures)
7	Electrical Work	LS	1	<u>Twenty Two Thousand</u> _____ Dollars and <u>0</u> (in words) _____ Cents	_____ (in figures)	<u>\$22,000</u> (in figures)
TOTAL BASE BID				<u>one Hundred Sixty Seven Thousand</u> _____ DOLLARS AND <u>0</u> CENTS	<u>\$167,000.00</u> (IN FIGURES)	

PORTVILLE FUEL STORAGE AND DELIVERY
PORTVILLE, NY

<u>Item</u>	<u>Item Description</u>	<u>Unit</u>	<u>Quantity</u>	<u>Unit Price (in words)</u>	<u>Unit Price (Numerals)</u>	<u>Total (Numerals)</u>
<u>BID ALTERNATES:</u>						
A-1	Furnish and Install 24' x 36' Two Column Canopy with Footers Complete	LS	1	(Add) <u>THIRTY TWO THOUSAND</u> _____ Dollars and <u>0</u> (in words) _____ Cents	_____ (in figures)	<u>\$32,000</u> (in figures)
A-2	Furnish and Install Fire Suppression System Complete	LS	1	(Add) <u>EIGHTEEN THOUSAND</u> _____ Dollars and <u>0</u> (in words) _____ Cents	_____ (in figures)	<u>\$18,000</u> (in figures)
A-3	Furnish and Install 10,000 gallon Fuel Storage with Secondary Containment Dyke in lieu of 12,000 gallon	LS	1	(Deduct) <u>SEVEN THOUSAND</u> _____ Dollars and <u>0</u> (in words) _____ Cents	_____ (in figures)	<u>(7,000)</u> (in figures)
A-4	Furnish and Install 12,000 gallon Fuel Storage with built in Secondary Containment	LS	1	(Add/Deduct) <u>THIRTY THREE THOUSAND</u> _____ Dollars and <u>0</u> (in words) _____ Cents	_____ (in figures)	<u>(\$33,000)</u> (in figures)

PORTVILLE FUEL STORAGE AND DELIVERY
PORTVILLE, NY

<u>Item</u>	<u>Item Description</u>	<u>Unit</u>	<u>Quantity</u>	<u>Unit Price (in words)</u>	<u>Unit Price (Numerals)</u>	<u>Total (Numerals)</u>
A-5	Furnish and Install 10,000 gallon Fuel Storage with built in Secondary Containment In lieu of 12,000 Gallon With containment dyke	LS	1	(Add/Deduct) <u>THIRTY SEVEN THOUSAND</u> _____ Dollars and <u>0</u> _____ Cents (in words)	_____ (in figures)	<u>(37,000)</u> (in figures)

Note: Owner reserves the right to accept any combination of the base bid and bid alternates or to reject all bids

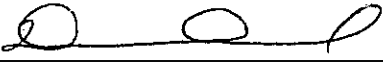
PORTVILLE FUEL STORAGE AND DELIVERY
PORTVILLE, NY

<u>Item</u>	<u>Item Description</u>	<u>Unit</u>	<u>Quantity</u>	<u>Unit Price (in words)</u>	<u>Unit Price (Numerals)</u>	<u>Total (Numerals)</u>
<u>Unit Pricing:</u>						
U-1	Removal and Disposal Of Contaminated Soils	CY	1*	<u>one Hundred eighty</u> _____ Dollars and _____ Cents (in words)	<u>\$ 180.00</u> (in figures)	
U-2	Install Observation Well	EA	1*	<u>one Thousand</u> _____ Dollars and <u>0</u> Cents (in words)	<u>\$ 1000.00</u> (in figures)	

* = These are unit prices in the event that contaminated soils are encountered. The Unit Price bid shall not change regardless of the quantity required.

NON-COLLUSIVE BIDDING CERTIFICATE

In accordance with the provisions of Section 103-d of the General Municipal Law as amended, the following "Non-Collusive Bidding Certificate" is and shall become a part of this proposal: (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 organizations 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 restriction of competition."

 (PRES.)

Signature and Title

In accordance with the provisions of Section 103-a of the General Municipal Law the following clause is hereby inserted to provide:

"That upon the refusal of a person, when called before a grand jury to testify concerning any transaction or contract had with the State, any political subdivision thereof, a public authority or with any public department, agency, or official of the State or of a public authority, to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning such transaction or contract, (a) such person, and any firm, partnership, or corporation of which he is a member, partner, director or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any contracts with any municipal corporation or any public department, agency, or official thereof, for goods, work, or services, for a period of five years after such refusal, and to provide also that (b) any and all contracts made with any municipal corporation or any public department, agency, or official thereof, since the effective date of this law, by such person, and by any firm, partnership, or corporation of which he is a member, partner, director, or officer may be canceled or terminated by the municipal corporation without incurring any penalty or damages on account of such cancellation or termination, but any monies owing by the municipal corporation for goods delivered or work done prior to the cancellation or termination, but any monies owing by the municipal corporation for goods delivered or work done prior to cancellation or termination shall be paid."

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

BID BOND

BIDDER (Name and Address):

Orchard Earth & Pipe Corp.
550 Charles Ave
Solvay NY 13209

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

Hartford Fire Insurance Company
Hartford Plaza
Hartford, CT 06115

OWNER (Name and Address):

Town of Portville
1102 Olean-Portville Road
Portville, New York 14770

BID

BID DUE DATE: November 24, 2009
PROJECT (Brief Description Including Location):
Construction of the Portville Fuel Storage & Delivery Project

BOND

BOND NUMBER: n/a
DATE (Not later than Bid due date): November 24, 2009
PENAL SUM: Five Percent of Bid Amount 5% of Bid Amount
(Words) (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

BIDDER

SURETY

Orchard Earth & Pipe Corp. (Seal)
Bidder's Name and Corporate Seal

Hartford Fire Insurance Company (Seal)
Surety's Name and Corporate Seal

By: Forrest E. Tarolli, Pres
Signature and Title

By: Richard A. Lyons
Signature and Title (Attach Power of Attorney)

Forrest E. Tarolli, President
Attest: [Signature]
Signature and Title

Richard A. Lyons, Attorney-in-Fact
Attest: Roy S. Moore III
Signature and Title
Roy S. Moore, III, Attorney-in-Fact

Note: Above addresses are to be used for giving required notice

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.
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 by 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 and 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.

Individual Acknowledgment

State of _____
County of _____ } ss.

On this _____ day of _____, 19 _____ before me personally came _____, to me known, and known to me to be the individual described in and who executed the foregoing instrument, and acknowledge to me that he executed the same.

My commission expires _____
Notary Public

Firm Acknowledgment

State of _____
County of _____ } ss.

On this _____ day of _____, 19 _____ before me personally came _____, to me known, and known to me to be a member of the firm of _____ described in and who executed the foregoing instrument, and he thereupon acknowledged to me that the executed the same as and for the act and deed of said firm.

My commission expires _____
Notary Public

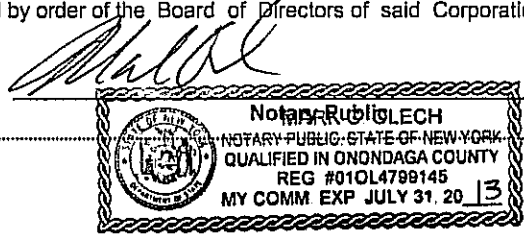
Corporation Acknowledgment

State of New York
County of Onondaga } ss.

On this 24 day of November, 20 09 before me personally came Forrest E. Tarolli, to me known, who being by me duly sworn, did depose and say that he/she is the President

of Orchard Earth & Pipe Corp. the corporation described in and which executed the above instrument; 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.

My commission expires 7/31/13



Surety Acknowledgment

State of New York
County of Onondaga } ss.

On this 24th day of November, 20 09 before me personally came Richard A. Lyons, to me known, who, being by me duly sworn, did depose and say that he is an attorney-in-fact of Hartford Fire Insurance Company

the corporation described in and which executed the within instrument; that he knows the corporate seal of said corporation; that the seal affixed to the within instrument is such corporate seal, and that he signed the said instrument and affixed the said seal as Attorney-in-Fact by authority of the Board of Directors of said corporation and by authority of this office under the Standing Resolutions thereof.

My commission expires 2010
Notary Public

Lisa M. Winton
Notary Public
LISA M. WINTON
Notary Public, State of New York
Qualified in Onon. Co. No. 6040550
My Commission Expires April 24, 20 10

POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD
BOND, T-4
P.O. BOX 2103, 690 ASYLUM AVENUE
HARTFORD, CONNECTICUT 06115

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

Agency Code: 01-310617

KNOW ALL PERSONS BY THESE PRESENTS THAT:

- 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:**

George J. Schunck, Roy S. Moore, III, Richard A. Lyons
of
Syracuse, 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 July 21, 2003 the Companies have caused these presents to be signed by its Assistant 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.



Paul A. Bergenholtz

Paul A. Bergenholtz, Assistant Secretary

David T. Akers

David T. Akers, Assistant Vice President

STATE OF CONNECTICUT }
COUNTY OF HARTFORD } ss. Hartford

On this 4th day of August, 2004, before me personally came David T. Akers, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hampden, Commonwealth of Massachusetts; that he is the Assistant 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

Scott E. Paseka

Scott E. Paseka
Notary Public
My Commission Expires October 31, 2007

I, the undersigned, Assistant 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

Signed and sealed at the City of Hartford.

November 24, 2009



Gary W. Stumper

Gary W. Stumper, Assistant Vice President

Hartford Fire Insurance Company

Hartford, Connecticut
Financial Statement, December 31, 2008
 (Statutory Basis)

ASSETS		LIABILITIES	
U.S. Government Bonds	\$ 117,910,785	Reserve for Claims	\$
Bonds of Other Governments	237,203,342	and Claim Expense.....	7,020,232,322
State, County, Municipal and		Reserve for Unearned Premiums	2,056,346,836
Miscellaneous Bonds	12,049,123,830	Reserve for Taxes, License	
Stocks	5,795,780,851	and Fees	68,618,203
Short Term Investments	264,042,242	Miscellaneous Liabilities	2,816,958,276
	\$ 18,464,061,050	Total Liabilities	\$ 11,962,155,637
Real Estate	\$ 112,146,840	Capital Paid In \$	54,740,000
Cash	117,780,180	Surplus	12,436,717,229
Agents' Balances (Under 90 Day.....)	2,740,719,641		
Other Invested Assets	581,187,308	Surplus as regards Policyholders...	\$ 12,491,457,229
Miscellaneous	2,437,717,847	Total Liabilities, Capital	
Total Admitted Assets	\$ 24,453,612,866	and Surplus	\$ 24,453,612,866

STATE OF CONNECTICUT }
 COUNTY OF HARTFORD } ss.
 CITY OF HARTFORD }

M. Ross Fisher, Assistant Vice President, and Patricia A. Murrone, Assistant Secretary of the Hartford Fire Insurance Company, being duly sworn, each deposes and says that the foregoing is a true and correct statement of the said company's financial condition as of December 31, 2008.

Subscribed and sworn to before me this 30th
 day of March, 2009.

Nora M. Stranko

Nora M. Stranko
 Notary Public
 My Commission Expires March 31, 2013



M. Ross Fisher

 M. Ross Fisher, Assistant Vice President

Patricia A. Murrone

 Patricia A. Murrone, Assistant Secretary

BID

BIDDER

Name ORCHARD EXCAV AND PPE

Address 550 Charles Ave.

Syracuse, New York 13209

Phone and Fax 315-488-4836 315-488-4772

Date 11-24-09

PROJECT: Town of Portville
Portville Fuel Storage and Delivery

OWNER: Town of Portville
1102 Olean-Portville Rd
Portville, NY 14770

1.01 The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an agreement with the OWNER in the form included in the Contract Documents to perform and furnish all work as specified or indicated in the Contract Documents for the Contract price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.

2.01 BIDDER accepts all of the terms and conditions of the Invitation to Bid and Instructions to BIDDERS. This Bid will remain subject to acceptance for forty-five days after the day of Bid opening. BIDDER will sign and submit the Agreement and other documents required by the Bidding Requirements within seven days after the date of the OWNER's Notice of Award.

3.01 In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:

A. BIDDER has examined and carefully studied copies of all the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda (receipt of all which is hereby acknowledged):

Date _____	Number _____
Date _____	Number _____
Date _____	Number _____
Date _____	Number _____

B. BIDDER has familiarized itself with the nature and extent of the Contract Documents, work site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance, or finishing of the work.

C. BIDDER has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explora-

tions, tests and studies which pertain to the physical conditions at the site or otherwise may affect the cost, progress, performance or furnishing of the work as BIDDER considers necessary for the performance or furnishing of the work at the Contract Price, within the Contract Time, and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of Paragraph 4.02 of the General Conditions (and reports or drawings of Hazardous Environmental Conditions, if any, as provided in paragraph 4.06 of the General Conditions); and no additional examinations, investigations, explorations, tests, reports, or similar information or data are or will be required by BIDDER for such purposes.

D. Contract Time and Liquidated Damages

The Contract Time commences to run as provided in paragraph 2.03 of the General Conditions and completed and ready for final payment in accordance with paragraph 14.07 of the General Conditions as specified in the Agreement.

E. BIDDER has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports, or similar information or data in respect of said Underground Facilities are or will be required by BIDDER in order to perform and furnish the work at the Contract Price, within the Contract Time, and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of Paragraph 4.04 of the General Conditions.

F. BIDDER has correlated the results of all such observations, examinations, investigations, explorations, tests, reports, and studies with the terms and conditions of the Contract Documents.

G. BIDDER has given ENGINEER written notice of all conflicts, errors, or discrepancies that it has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to BIDDER.

H. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; BIDDER has not directly or indirectly induced or solicited any other BIDDER to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm, or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other BIDDER or over OWNER.

4.01 The BIDDER understands and agrees that the estimated quantities for unit Bid prices, if any, are to be considered as approximate only. The OWNER does not expressly or by implication agree that the actual quantities will correspond therewith and reserves the right to increase or decrease any quantity or to eliminate any quantity as he may deem necessary. Neither the OWNER nor the BIDDER will be entitled to any adjustments in a unit Bid price as a result of any change in quantity unless that change exceeds 15% of the estimated quantity and equals or exceeds \$25,000 (unless noted otherwise), and BIDDER agrees to accept the aforesaid unit Bid prices as complete and total compensation for any additions or deductions caused by a variation in quantities as a result of more accurate

measurement, or by any changes or alterations in the Work ordered by the OWNER, and for use in computing the value of the Work performed for progress payments for changes that vary within the adjustment limits stated above.

The undersigned further understands that there will be a review and negotiation of the unit Bid price whenever the actual quantity for that particular unit price Item varies by more than 15% from the Bid quantity, or by \$25,000 or greater (unless noted otherwise).

- 5.01 BIDDER further agrees that the OWNER has the right to delete Bid items and/or Bid Sections and may add Alternate(s) prior to or after award if the OWNER deems this to be in the OWNER'S best interest.
- 6.01 BIDDER also agrees that the OWNER reserves the right to award this project to the lowest responsible BIDDER on the basis of the sum of the Base Bid and any, all, or none of the Alternates listed in the Bid.
- 7.01 BIDDER will complete the work for the following price(s) as stated in the attached Bid Proposal.
- 8.01 BIDDER agrees that the work will be fully complete and operational by May 1, 2010.

PORTVILLE FUEL STORAGE AND DELIVERY
PORTVILLE, NY

<u>Item</u>	<u>Item Description</u>	<u>Unit</u>	<u>Quantity</u>	<u>Unit Price (in words)</u>	<u>Unit Price (Numerals)</u>	<u>Total (Numerals)</u>
<u>BASE BID</u>						
1	Mobilization (not to exceed 3%)	LS	1	<u>Seven Thousand</u> _____ Dollars and <u>NO</u> (in words) Cents	<u>7,000⁰⁰</u> (in figures)	<u>7,000⁰⁰</u> (in figures)
2	12,000 Gallon Storage Tank with Containment Dyke and Accessories with All Excavation, Concrete, and Granular Backfill Complete	LS	1	<u>Seventy Six Thousand</u> _____ Dollars and <u>NO</u> (in words) Cents	<u>76,000⁰⁰</u> (in figures)	<u>76,000⁰⁰</u> (in figures)
3	Dispensers and Pumps	LS	1	<u>Twenty Six Thousand</u> _____ Dollars and <u>NO</u> (in words) Cents	<u>26,000⁰⁰</u> (in figures)	<u>26,000⁰⁰</u> (in figures)
4	Fuel Management System	LS	1	<u>Fourteen Thousand Eight</u> <u>Hundred Ten</u> _____ Dollars and <u>NO</u> (in words) Cents	<u>14,810⁰⁰</u> (in figures)	<u>14,810⁰⁰</u> (in figures)

PORTVILLE FUEL STORAGE AND DELIVERY
PORTVILLE, NY

<u>Item</u>	<u>Item Description</u>	<u>Unit</u>	<u>Quantity</u>	<u>Unit Price (in words)</u>	<u>Unit Price (Numerals)</u>	<u>Total (Numerals)</u>
5	Removal and Disposal Of Existing Above Ground Fuel Storage Tanks	LS	1	(in words) <u>Four Thousand Two Hundred Seventy</u> Dollars and <u>NO</u> Cents (in words)	<u>4,270⁰⁰</u> (in figures)	<u>4,270⁰⁰</u> (in figures)
6	Removal and Disposal Of Existing Underground Fuel Storage Tanks	LS	1	<u>Six Thousand one Hundred</u> Dollars and <u>NO</u> Cents (in words)	<u>6,100⁰⁰</u> (in figures)	<u>6,100⁰⁰</u> (in figures)
7	Electrical Work	LS	1	<u>Seventeen Thousand and Eighty</u> Dollars and <u>NO</u> Cents (in words)	<u>17,080⁰⁰</u> (in figures)	<u>17,080⁰⁰</u> (in figures)
TOTAL BASE BID				<u>One Hundred Fifty One Thousand Two Hundred Sixty</u> DOLLARS AND <u>NO.</u> CENTS	<u>151,260⁰⁰</u> (IN FIGURES)	

PORTVILLE FUEL STORAGE AND DELIVERY
PORTVILLE, NY

<u>Item</u>	<u>Item Description</u>	<u>Unit</u>	<u>Quantity</u>	<u>Unit Price (in words)</u>	<u>Unit Price (Numerals)</u>	<u>Total (Numerals)</u>
<u>BID ALTERNATES:</u>						
A-1	Furnish and Install 24' x 36' Two Column Canopy with Footers Complete	LS	1	(Add) <u>Thirty Six Thousand</u> <u>One Hundred Twelve</u> Dollars and <u>NO</u> Cents (in words)	<u>36,112⁰⁴</u> (in figures)	<u>36,112⁰⁴</u> (in figures)
A-2	Furnish and Install Fire Suppression System Complete	LS	1	(Add) <u>Twenty One Thousand</u> <u>Nine Hundred Sixty</u> Dollars and <u>NO</u> Cents (in words)	<u>21,960⁰⁴</u> (in figures)	<u>21,960⁰⁴</u> (in figures)
A-3	Furnish and Install 10,000 gallon Fuel Storage with Secondary Containment Dyke in lieu of 12,000 gallon	LS	1	(Deduct) <u>Three Thousand Three</u> <u>Hundred Seventy-</u> Dollars and <u>NO</u> Cents (in words)	<u>3370⁻</u> (in figures)	<u>3370⁻</u> (in figures)
A-4	Furnish and Install 12,000 gallon Fuel Storage with built in Secondary Containment	LS	1	(Add/Deduct) <u>TWO Thousand Five</u> <u>Hundred Ninety Three -</u> Dollars and <u>NO</u> Cents (in words)	<u>2593⁻</u> (in figures)	<u>2593⁻</u> (in figures)

PORTVILLE FUEL STORAGE AND DELIVERY
PORTVILLE, NY

<u>Item</u>	<u>Item Description</u>	<u>Unit</u>	<u>Quantity</u>	<u>Unit Price (in words)</u>	<u>Unit Price (Numerals)</u>	<u>Total (Numerals)</u>
A-5	Furnish and Install 10,000 gallon Fuel Storage with built in Secondary Containment In lieu of 12,000 Gallon With containment dyke	LS	1	(Add/Deduct) <u>Five Thousand Three</u> <u>Hundred Seventy</u> Dollars and <u>No -</u> Cents (in words)	<u>5370⁰⁰</u> (in figures)	<u>5370⁻</u> (in figures)

Note: Owner reserves the right to accept any combination of the base bid and bid alternates or to reject all bids

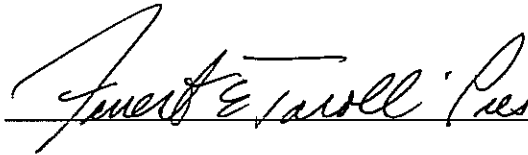
PORTVILLE FUEL STORAGE AND DELIVERY
PORTVILLE, NY

<u>Item</u>	<u>Item Description</u>	<u>Unit</u>	<u>Quantity</u>	<u>Unit Price (in words)</u>	<u>Unit Price (Numerals)</u>	<u>Total (Numerals)</u>
Unit Pricing:						
U-1	Removal and Disposal Of Contaminated Soils	CY	1*	<u>Ninety Nine</u> _____ Dollars and <u>NO-</u> _____ Cents (in words)	<u>99⁰⁰</u> (in figures)	
U-2	Install Observation Well	EA	1*	<u>Two Thousand One</u> <u>Hundred</u> _____ Dollars and <u>NO</u> _____ Cents (in words)	<u>2100⁰⁰</u> (in figures)	

* = These are unit prices in the event that contaminated soils are encountered. The Unit Price bid shall not change regardless of the quantity required.

NON-COLLUSIVE BIDDING CERTIFICATE

In accordance with the provisions of Section 103-d of the General Municipal Law as amended, the following "Non-Collusive Bidding Certificate" is and shall become a part of this proposal: (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 organizations 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 restriction of competition."



Signature and Title

In accordance with the provisions of Section 103-a of the General Municipal Law the following clause is hereby inserted to provide:

"That upon the refusal of a person, when called before a grand jury to testify concerning any transaction or contract had with the State, any political subdivision thereof, a public authority or with any public department, agency, or official of the State or of a public authority, to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning such transaction or contract, (a) such person, and any firm, partnership, or corporation of which he is a member, partner, director or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any contracts with any municipal corporation or any public department, agency, or official thereof, for goods, work, or services, for a period of five years after such refusal, and to provide also that (b) any and all contracts made with any municipal corporation or any public department, agency, or official thereof, since the effective date of this law, by such person, and by any firm, partnership, or corporation of which he is a member, partner, director, or officer may be canceled or terminated by the municipal corporation without incurring any penalty or damages on account of such cancellation or termination, but any monies owing by the municipal corporation for goods delivered or work done prior to the cancellation or termination, but any monies owing by the municipal corporation for goods delivered or work done prior to cancellation or termination shall be paid."

If BIDDER is:
An Individual

By _____ (SEAL)
(Individual's Name)

doing business as _____
Business Address: _____

Phone Number: _____

A Partnership

By _____ (SEAL)
(Firm's Name)

_____ (general partner)
Business Address: _____

Phone Number: _____

A Corporation

By Orchard Earth & Pipe Corp (SEAL)
(Corporation Name)

New York
(State of Incorporation)

By Forrest Tawill
(Name of Person Authorized to Sign)

President/Secretary
(Title)

(Corporate Seal) Forrest E Tawill Sec
Attest (Secretary)

Business Address: 550 Charles Ave.

Solvay NY 13209

Phone Number: 315 488 4836

A Joint Venture

By _____
(Name)

_____ (Address)

By _____
(Name)

_____ (Address)

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above).



AIA Document A310

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, PARAGON ENVIRONMENTAL CONSTRUCTION, INC., 5664 Mud Mill Road, Brewerton, NY 13029, as Principal, hereinafter called the Principal, and INTERNATIONAL FIDELITY INSURANCE COMPANY, organized under the laws of the state of New Jersey, licensed to do business in the State of New York, as Surety, hereinafter called the Surety, are held and firmly bound unto TOWN OF PORTVILLE, 1102 Olean-Portville Road, Portville, NY 14770, as Obligee, hereinafter called the Obligee, in the sum of Five Per Cent (5%) of the Amount Bid (\$-----), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for: Portville Fuel Storage and Delivery Project

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of failure of the Principal to enter into such Contract and give such bond or bonds, if the Principal shall pay the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee 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 remain in full force and effect.

Signed and sealed this 13th day of November, A.D. 2009.

Paragon Environmental Construction, Inc.
(Principal) (Seal)

By: 

International Fidelity Insurance Company
(Surety) (Seal)

By: 

Raymond L. Suatoni, Attorney-in-Fact

INDIVIDUAL ACKNOWLEDGMENT

State of New York
County of

On the ____ day of _____, 2009, before me personally came _____ to me known and known to me to be the individuals described in and executed the foregoing instrument, and they acknowledged to me that they executed the same.

Notary Public

PARTNERSHIP ACKNOWLEDGMENT

State of New York
County of

On the ___ day of _____, 2009 before me personally came _____, to me known and known to me to be one of the members of the firm of _____ described in and who executed the foregoing instrument, and he acknowledged to me that he executed the same as and for the act and deed of said firm.

Notary Public

CORPORATE ACKNOWLEDGMENT

State of New York
County of Onondaga

On the 16 day of Nov, 2009, before me personally came Peter Paragon to me known who being by me duly sworn, did depose and say; that he is President of the Paragon Environmental Construction, Inc. the Corporation described in and which executed the above instrument; that he knows the seal of such said corporation; that the seal affixed to the instrument is such corporate seal that it was so affixed by order of the Board of Directors of the said corporation, and he signed his name thereto by like order.

Kimberly A. Bland
Notary Public
KIMBERLY A. BLAND
Notary Public, State of New York
No. 01BL6101980
Qualified in Onondaga County
Commission Expires Nov. 24, 2011

SURETY ACKNOWLEDGMENT

State of New York
County of Onondaga

On the 13th day of November, 2009 before me a Notary Public in and for the said County and State, residing therein, duly commissioned and sworn, personally appeared Raymond L. Suatoni known to me to be the Attorney-In-Fact of the International Fidelity Insurance Company the corporation described in and that executed the within and foregoing instrument and known to me to be the person who executed the said instrument in behalf of the said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS THEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

DEBORAH SUATONI
Notary Public in the State of New York
Qualified in Onon. Co. No. 4934873
Commission Expires June 20, 2010

Deborah Suatoni
Notary Public

POWER OF ATTORNEY INTERNATIONAL FIDELITY INSURANCE COMPANY

HOME OFFICE: ONE NEWARK CENTER, 20TH FLOOR
NEWARK, NEW JERSEY 07102-5207

KNOW ALL MEN BY THESE PRESENTS: That INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing laws of the State of New Jersey, and having its principal office in the City of Newark, New Jersey, does hereby constitute and appoint

RAYMOND L. SUATONI, DEBORAH A. SUATONI, CATHERINE M. BIVIANO, ROBERT D. GALLAGER,
JOANNE R. PLANTZ

Liverpool, NY.

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said INTERNATIONAL FIDELITY INSURANCE COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of Article 3-Section 3, of the By-Laws adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting called and held on the 7th day of February, 1974.

The President or any Vice President, Executive Vice President, Secretary or Assistant Secretary, shall have power and authority

- (1) 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, contracts of indemnity and other writings obligatory in the nature thereof and,
- (2) To remove, at any time, any such attorney-in-fact and revoke the authority given.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of said Company adopted at a meeting duly called and held on the 29th day of April, 1982 of which the following is a true excerpt:

Now therefore the signatures of such officers and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.



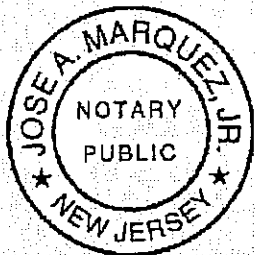
IN TESTIMONY WHEREOF, INTERNATIONAL FIDELITY INSURANCE COMPANY has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 16th day of October, A.D. 2007.

INTERNATIONAL FIDELITY INSURANCE COMPANY

STATE OF NEW JERSEY
County of Essex

Secretary

On this 16th day of October 2007, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of the INTERNATIONAL FIDELITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate Seal of said Company; that the said Corporate Seal and his signature were duly affixed by order of the Board of Directors of said Company.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

A NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Nov. 21, 2010

CERTIFICATION

I, the undersigned officer of INTERNATIONAL FIDELITY INSURANCE COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the By-Laws of said Company as set forth in said Power of Attorney, with the ORIGINALS ON IN THE HOME OFFICE OF SAID COMPANY, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect

IN TESTIMONY WHEREOF, I have hereunto set my hand this 13th day of November 2009.

Assistant Secretary

INTERNATIONAL FIDELITY INSURANCE COMPANY
 ONE NEWARK CENTER, 20TH FLOOR, NEWARK, NEW JERSEY 07102-5207

STATEMENT OF ASSETS, LIABILITIES, SURPLUS AND OTHER FUNDS

AT DECEMBER 31, 2008

ASSETS

Bonds (Amortized Value)	\$93,492,066
Common Stocks (Market Value)	11,589,564
Mortgage Loans on Real Estate	443,000
Cash & Bank Deposits	77,449,815
Short Term Investments	8,568,232
Other Invested Assets	2,000,000
Unpaid Premiums & Assumed Balances	5,146,080
Reinsurance Recoverable from Reinsurers	565,381
Electronic Data Processing Equipment	206,913
Investment Income Due and Accrued	1,225,270
Net Deferred Tax Assets	4,000,000
Other Assets	<u>1,843,939</u>
TOTAL ASSETS	<u>\$206,530,260</u>

LIABILITIES, SURPLUS & OTHER FUNDS

Losses (Reported Losses Net as to Reinsurance Ceded and Incurred But Not Reported Losses)	\$15,639,577
Loss Adjustment Expenses	4,164,062
Contingent Commissions & Other Similar Charges	1,911,053
Other Expenses (Excluding Taxes, Licenses and Fees)	4,399,457
Taxes, Licenses & Fees (Excluding Federal Income Tax)	1,013,996
Current Federal & Foreign Income Taxes	718,905
Unearned Premiums	30,157,844
Dividends Declared & Unpaid: Policyholders	550,000
Ceded Reinsurance Premiums Payable	2,372,929
Funds Held by Company under Reinsurance Treaties	1,031
Amounts Withheld by Company for Account of Others	53,100,957
Provisions for Reinsurance	4,279
Other Liabilities	<u>3,292</u>
TOTAL LIABILITIES	<u>\$114,037,382</u>

Common Capital Stock	\$1,500,000
Gross Paid-in & Contributed Surplus	374,600
Surplus Note	16,000,000
Unassigned Funds (Surplus)	<u>74,618,278</u>
Surplus as Regards Policyholders	<u>\$92,492,878</u>
TOTAL LIABILITIES, SURPLUS & OTHER FUNDS	<u>\$206,530,260</u>

I, Francis L. Mitterhoff, President of INTERNATIONAL FIDELITY INSURANCE COMPANY, certify that the foregoing is a fair statement of Assets, Liabilities, Surplus and Other Funds of this Company, at the close of business, December 31, 2008, as reflected by its books and records and as reported in its statement on file with the Insurance Department of the State of New Jersey.



IN TESTIMONY WHEREOF, I have set my hand and affixed the seal of the Company, this 23rd day of February 2009.

INTERNATIONAL FIDELITY INSURANCE COMPANY.

ADVERTISEMENT / INVITATION TO BID

The Town of Portville will receive sealed bids for the construction of the Portville Fuel Storage and Delivery project. The work consists of construction of a 12,000 gallon split fuel storage tank, containment system, delivery systems for unleaded and diesel fuel, a fuel management system, fire suppression system and canopy.

Sealed bids will be received by the Town of Portville on the 24th day of November 2009, until 2:00 p.m. local time at which time and place they will be publicly opened and read aloud. Bids submitted by fax will not be accepted. The sealed bids may be delivered to the Town in person before 2:00 pm on November 24th, or Sent via the mail to:

Town of Portville
Attn: SFF Sealed Bid
PO Box 630
Portville, NY 14770

If sent via the mail, the contractor is solely responsible for ensuring the bids are received by November 24th at 2:00pm.

Copies of the Contract Documents may be examined free of charge at the following locations during regular business hours:

1. Town of Portville Municipal Building
1102 Olean-Portville Rd
Portville, NY 14770
2. Clark Patterson Lee
130 South Union Street, Suite 4
Olean, New York 14760-1122

Copies of the above documents may be obtained at the **Engineer's office only** upon payment of \$25.00 for each complete set. The payment is non-refundable. Checks should be made payable to the Town of Portville. Requests for mailing of Contract Documents shall be made to the Engineer and shall be accompanied by an additional check for \$15.00 made payable to Clark Patterson Lee.

Each bid must be accompanied by a certified check or bid bond from a domestic carrier licensed to do business in the State of New York in the amount of not less than five (5%) of the amount of the bid submitted.

The work shall be fully complete and operational by May 1, 2010.

Bidders on this work will be required to comply with the President's Executive Order Nos. 11,246 and 11,375 which prohibit discrimination in employment regarding race, creed, color, sex, or national origin.

BID

BIDDER

Name PARAGON ENVIRONMENTAL

Address 5664 MUDMILL RD

BREWERTON, N.Y. 13029

Phone and Fax 315 699 0840 315 699 0845

Date 11/23/09

PROJECT: Town of Portville
Portville Fuel Storage and Delivery

OWNER: Town of Portville
1102 Olean-Portville Rd
Portville, NY 14770

- 1.01 The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an agreement with the OWNER in the form included in the Contract Documents to perform and furnish all work as specified or indicated in the Contract Documents for the Contract price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.
- 2.01 BIDDER accepts all of the terms and conditions of the Invitation to Bid and Instructions to BIDDERS. This Bid will remain subject to acceptance for forty-five days after the day of Bid opening. BIDDER will sign and submit the Agreement and other documents required by the Bidding Requirements within seven days after the date of the OWNER's Notice of Award.
- 3.01 In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:
- A. BIDDER has examined and carefully studied copies of all the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda (receipt of all which is hereby acknowledged):

Date _____	Number _____
Date _____	Number _____
Date _____	Number _____
Date _____	Number _____
 - B. BIDDER has familiarized itself with the nature and extent of the Contract Documents, work site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance, or finishing of the work.
 - C. BIDDER has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explora-

measurement, or by any changes or alterations in the Work ordered by the OWNER, and for use in computing the value of the Work performed for progress payments for changes that vary within the adjustment limits stated above.

The undersigned further understands that there will be a review and negotiation of the unit Bid price whenever the actual quantity for that particular unit price item varies by more than 15% from the Bid quantity, or by \$25,000 or greater (unless noted otherwise).

- 5.01 BIDDER further agrees that the OWNER has the right to delete Bid items and/or Bid Sections and may add Alternate(s) prior to or after award if the OWNER deems this to be in the OWNER'S best interest.
- 6.01 BIDDER also agrees that the OWNER reserves the right to award this project to the lowest responsible BIDDER on the basis of the sum of the Base Bid and any, all, or none of the Alternates listed in the Bid.
- 7.01 BIDDER will complete the work for the following price(s) as stated in the attached Bid Proposal.
- 8.01 BIDDER agrees that the work will be fully complete and operational by May 1, 2010.

PORTVILLE FUEL STORAGE AND DELIVERY
PORTVILLE, NY

<u>Item</u>	<u>Item Description</u>	<u>Unit</u>	<u>Quantity</u>	<u>Unit Price (in words)</u>	<u>Unit Price (Numerals)</u>	<u>Total (Numerals)</u>
<u>BASE BID</u>						
1	Mobilization (not to exceed 3%)	LS	1	<u>ONE THOUSAND</u> Dollars and _____ Cents (in words)	<u>\$1,000.00</u> (in figures)	<u>\$1,000.00</u> (in figures)
2	12,000 Gallon Storage Tank with Containment Dyke and Accessories with All Excavation, Concrete, and Granular Backfill Complete	LS	1	<u>NINETY NINE THOUSAND</u> <u>THREE HUNDRED</u> Dollars and _____ Cents (in words)	<u>\$99,300.00</u> (in figures)	<u>\$99,300.00</u> (in figures)
3	Dispensers and Pumps	LS	1	<u>EIGHTY FIVE THOUSAND</u> <u>ONE HUNDRED</u> Dollars and _____ Cents (in words)	<u>\$85,100.00</u> (in figures)	<u>\$85,100.00</u> (in figures)
4	Fuel Management System	LS	1	<u>EIGHT THOUSAND NINE</u> <u>HUNDRED</u> Dollars and _____ Cents	<u>\$8,900.00</u> (in figures)	<u>\$8,900.00</u> (in figures)

PORTVILLE FUEL STORAGE AND DELIVERY
PORTVILLE, NY

<u>Item</u>	<u>Item Description</u>	<u>Unit</u>	<u>Quantity</u>	<u>Unit Price (in words)</u>	<u>Unit Price (Numerals)</u>	<u>Total (Numerals)</u>
5	Removal and Disposal Of Existing Above Ground Fuel Storage Tanks	LS	1	(in words) <u>FIVE THOUSAND</u> _____ Dollars and _____ (in words) Cents	<u>\$ 5,000.00</u> (in figures)	<u>\$ 5,000.00</u> (in figures)
6	Removal and Disposal Of Existing Underground Fuel Storage Tanks	LS	1	<u>TEN THOUSAND</u> _____ Dollars and _____ (in words) Cents	<u>\$ 10,000.00</u> (in figures)	<u>\$ 10,000.00</u> (in figures)
7	Electrical Work	LS	1	<u>SIXTEEN THOUSAND</u> <u>SIX HUNDRED</u> _____ Dollars and _____ (in words) Cents	<u>\$ 16,600</u> (in figures)	<u>\$ 16,600</u> (in figures)
TOTAL BASE BID				<u>TWO HUNDRED TWENTY FIVE THOUSAND</u> <u>NINE HUNDRED</u> _____ DOLLARS AND _____ CENTS	<u>\$ 225,900.00</u> (IN FIGURES)	

PORTVILLE FUEL STORAGE AND DELIVERY
PORTVILLE, NY

<u>Item</u>	<u>Item Description</u>	<u>Unit</u>	<u>Quantity</u>	<u>Unit Price (in words)</u>	<u>Unit Price (Numerals)</u>	<u>Total (Numerals)</u>
<u>BID ALTERNATES:</u>						
A-1	Furnish and Install 24' x 36' Two Column Canopy with Footers Complete	LS	1	(Add) <u>TWENTY SEVEN</u> <u>THOUSAND</u> Dollars and _____ Cents (in words)	<u>\$ 27,000</u> (in figures)	<u>\$ 27,000</u> (in figures)
A-2	Furnish and Install Fire Suppression System Complete	LS	1	(Add) <u>EIGHT THOUSAND</u> <u>NINE HUNDRED</u> Dollars and _____ Cents (in words)	<u>8900.00</u> (in figures)	<u>8900.00</u> (in figures)
A-3	Furnish and Install 10,000 gallon Fuel Storage with Secondary Containment Dyke in lieu of 12,000 gallon	LS	1	(Deduct) <u>ONE THOUSAND EIGHT</u> <u>HUNDRED</u> Dollars and _____ Cents (in words)	<u>\$ 1800.00</u> (in figures)	<u>\$ 1800.00</u> (in figures)
A-4	Furnish and Install 12,000 gallon Fuel Storage with built in Secondary Containment	LS	1	(Add Deduct) <u>NINETEEN THOUSAND</u> <u>EIGHT HUNDRED</u> Dollars and _____ Cents (in words)	<u>\$ 19,800.00</u> (in figures)	<u>\$ 19,800.00</u> (in figures)

PORTVILLE FUEL STORAGE AND DELIVERY
PORTVILLE, NY

<u>Item</u>	<u>Item Description</u>	<u>Unit</u>	<u>Quantity</u>	<u>Unit Price (in words)</u>	<u>Unit Price (Numerals)</u>	<u>Total (Numerals)</u>
A-5	Furnish and Install 10,000 gallon Fuel Storage with built in Secondary Containment In lieu of 12,000 Gallon With containment dyke	LS	1	(Add/Deduct) <u>SIX THOUSAND</u> <u>FIVE HUNDRED</u> Dollars and <u>0/100</u> Cents (in words)	<u>\$ 6,500.00</u> (in figures)	<u>\$ 6500.00</u> (in figures)

Note: Owner reserves the right to accept any combination of the base bid and bid alternates or to reject all bids

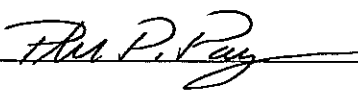
PORTVILLE FUEL STORAGE AND DELIVERY
PORTVILLE, NY

<u>Item</u>	<u>Item Description</u>	<u>Unit</u>	<u>Quantity</u>	<u>Unit Price (in words)</u>	<u>Unit Price (Numerals)</u>	<u>Total (Numerals)</u>
<u>Unit Pricing:</u>						
U-1	Removal and Disposal Of Contaminated Soils	CY	1*	<u>ONE THOUSAND</u> _____ Dollars and _____ Cents (in words)	<u>\$1,000.00</u> (in figures)	
U-2	Install Observation Well	EA	1*	<u>THREE THOUSAND</u> _____ Dollars and _____ Cents (in words)	<u>3,000.00</u> (in figures)	

* = These are unit prices in the event that contaminated soils are encountered. The Unit Price bid shall not change regardless of the quantity required.

NON-COLLUSIVE BIDDING CERTIFICATE

In accordance with the provisions of Section 103-d of the General Municipal Law as amended, the following "Non-Collusive Bidding Certificate" is and shall become a part of this proposal: (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 organizations 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 restriction of competition."



President
Signature and Title

In accordance with the provisions of Section 103-a of the General Municipal Law the following clause is hereby inserted to provide:

"That upon the refusal of a person, when called before a grand jury to testify concerning any transaction or contract had with the State, any political subdivision thereof, a public authority or with any public department, agency, or official of the State or of a public authority, to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning such transaction or contract, (a) such person, and any firm, partnership, or corporation of which he is a member, partner, director or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any contracts with any municipal corporation or any public department, agency, or official thereof, for goods, work, or services, for a period of five years after such refusal, and to provide also that (b) any and all contracts made with any municipal corporation or any public department, agency, or official thereof, since the effective date of this law, by such person, and by any firm, partnership, or corporation of which he is a member, partner, director, or officer may be canceled or terminated by the municipal corporation without incurring any penalty or damages on account of such cancellation or termination, but any monies owing by the municipal corporation for goods delivered or work done prior to the cancellation or termination, but any monies owing by the municipal corporation for goods delivered or work done prior to cancellation or termination shall be paid."

If BIDDER is:
An Individual

By _____ (SEAL)
(Individual's Name)

doing business as _____
Business Address: _____

Phone Number: _____

A Partnership

By _____ (SEAL)
(Firm's Name)

_____ (general partner)
Business Address: _____

Phone Number: _____

A Corporation

By PARAGON ENVIRONMENTAL CONSTRUCTION, INC. (SEAL)
(Corporation Name)

NEW YORK STATE

(State of Incorporation)

By PETER P. PARAGON, *[Signature]*
President (Name of Person Authorized to Sign)
(Title)

(Corporate Seal)

Attest *[Signature]* PETER P. PARAGON
(Secretary)

Business Address: 5664 MUD MILL RD
Brewerton NY 13029

Phone Number: 315-699-0840

A Joint Venture

By _____ (Name)

_____ (Address)

By _____ (Name)

_____ (Address)

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above).