STATE OF NEW YORK
WORKER'S COMPENSATION BOARD

CERTIFICATE OF INSURANCE COVERAGE UNDER THE NYS DISABILITY BENEFITS LAW

PART 1.To be completed by Disability Benefits Carrier or Licensed Insurance Agent of that Carrier

1a. Legal Name and Address of Insured (Use street address only)
CLEVELAND BROTHERS LANDSCAPING INC

215 MAPLE STREET.
CORINTH, NY 12822

1b. Business Telephone Number of Insured
518-654-7064

1c. NYS Unemployment Insurance Employer Registration Number of Insured
3421471

1d. Federal Employer Identification Number of Insured or Social Security Number
141759809

2. Name and Address of the Entity requesting Proof of Coverage (Entity being listed as the Certificate Holder)
CITY OF SARATOGA SPRINGS

CITY CLERK

474 BROADWAY

SARATOGA SPRINGS, NY 12866

3a. Name of Insurance Carrier
ShelterPoint Life Insurance Company

3b. Policy Number of Entity listed in box "1a":
DBL269359

3c. Policy effective period:
01/01/2014 to 12/31/2015

4. Policy covers:

a. ☑ All of the employer's employees eligible under the New York Disability Benefits Law

b. ☐ Only the following class or classes of the employer's employees:

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS Disability Benefits insurance coverage as described above.

Date Signed 8/13/2014 By _____
(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number 516-829-8100 Title Chief Executive Officer

IMPORTANT: If box "4a" is checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.
If box "4b" is checked, this certificate is NOT COMPLETE for the purposes of Section 220, Subd. 8 of the Disability Benefits Law. It must be mailed for completion to the Worker's Compensation Board, DB Plans Acceptance Unit, 20 Park Street, Albany, NY 12207.

PART 2. To be completed by NYS Worker's Compensation Board (Only if box "4b" of Part 1 has been checked)

State of New York
Worker's Compensation Board

According to information maintained by the NYS Worker's Compensation Board, the above-named employer has complied with the NYS Disability Benefits Law with respect to all of his/her employees.

Date Signed _____ By _____
(Signature of NYS Worker's Compensation Board Employee)

Telephone Number _____ Title _____

Please Note: Only insurance carriers licensed to write NYS Disability Benefits insurance policies and NYS Licensed Insurance Agents of those insurance carriers are authorized to issue Form DB-120.1. Insurance brokers are NOT authorized to issue this form.

DB-120.1 (5-06)

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, 2013

ASSETS

Bonds (Amortized Value)	$31,509,516
Preferred Stocks (Market Value)	500,000
Common Stocks (Market Value)	72,911,462
Mortgage Loans on Real Estate	1,647,030
Cash, Bank Deposits & Short Term Investments	93,684,839
Other Invested Assets	318,354
Unpaid Premiums & Assumed Balances	11,732,240
Reinsurance Recoverable from Reinsurers	2,478,315
Electronic Data Processing Equipment	219,074
Investment Income Due and Accrued	319,691
Net Deferred Tax Assets	5,399,057
Health Care and Other Amounts Receivable	26,890
Receivables from Parent, Subsidiaries & Affiliates	387,293
Other Assets	12,158,440
TOTAL ASSETS	$233,292,201

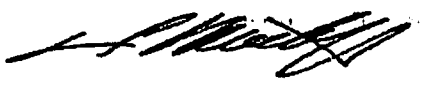
LIABILITIES, SURPLUS & OTHER FUNDS

Losses (Reported Losses Net as to Reinsurance Ceded and Incurred But Not Reported Losses)	$5,552,281
Reinsurance Payable on Paid Losses and Loss Adjustment Expenses	4,143,085
Loss Adjustment Expenses	4,346,188
Commissions Payable, Contingent Commissions & Other Similar Charges	5,653,291
Other Expenses (Excluding Taxes, Licenses and Fees)	5,787,847
Taxes, Licenses & Fees (Excluding Federal Income Tax)	473,850
Current Federal and Foreign Income Taxes	417,364
Unearned Premiums	35,500,215
Dividends Declared & Unpaid: Policyholders	922,379
Ceded Reinsurance Premiums Payable	4,167,182
Funds Held by Company under Reinsurance Treaties	1,031
Amounts Withheld by Company for Account of Others	59,435,171
Provision for Reinsurance	2,667
Payable to Parent, Subsidiaries and Affiliates	104,335
Other Liabilities	4,975
TOTAL LIABILITIES	$126,511,861
Common Capital Stock	$1,500,000
Gross Paid-In & Contributed Surplus	374,600
Surplus Notes	16,000,000
Unassigned Funds (Surplus)	92,680,339
Less: Treasury Stock at cost (83,880 shares common) (value incl. $45.)	3,774,600
Surplus as Regards Policyholders	$106,780,339
TOTAL LIABILITIES, SURPLUS & OTHER FUNDS	$233,292,200

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, 2013, 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.

INTERNATIONAL FIDELITY INSURANCE COMPANY CORPORATE SEAL 1804 NEW JERSEY

IN TESTIMONY WHEREOF, I have set my hand and affixed the seal of the Company, this 25th day of February, 2014.
INTERNATIONAL FIDELITY INSURANCE COMPANY



Tel (973) 624-7200

POWER OF ATTORNEY

INTERNATIONAL FIDELITY INSURANCE COMPANY
ALLEGHENY CASUALTY COMPANY

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 under the laws of the State of New Jersey, and **ALLEGHENY CASUALTY COMPANY** a corporation organized and existing under the laws of the State of Pennsylvania, having their principal office in the City of Newark, New Jersey, do hereby constitute and appoint

CATHERINE T. BAZYCKI, GAIL D. VALENTINO, J. CARLOS VIANA, JEANNE M. MALOY

Glenville, NY.

their 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 and ALLEGHENY CASUALTY COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY and is granted under and by authority of the following resolution adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting duly held on the 20th day of July, 2010 and by the Board of Directors of ALLEGHENY CASUALTY COMPANY at a meeting duly held on the 15th day of August, 2000:

"RESOLVED, that (1) the President, Vice President, Executive Vice President or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY have each executed and attested these presents on this 12th day of March, 2012.

INTERNATIONAL FIDELITY INSURANCE COMPANY CORPORATE SEAL 1804 NEW JERSEY

STATE OF NEW JERSEY
County of Essex

ROBERT W. MINSTER
Executive Vice President/Chief Operating Officer
(International Fidelity Insurance Company)
and President (Allegheny Casualty Company)

ALLEGHENY CASUALTY COMPANY 1936 PENNSYLVANIA

On this 12th day of March 2012, 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 INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.

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.

JOSE A. MARQUEZ JR. NOTARY PUBLIC NEW JERSEY

A NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Nov. 21, 2015

CERTIFICATION

I, the undersigned officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, 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 8th day of August, 2014

MARIA BRANCO, Assistant Secretary

NOTARIAL JURAT

INDIVIDUAL ACKNOWLEDGEMENT

State of _____]
County of _____] ss:
On this _____ day of _____, _____ before me personally appeared _____,
known to me to be the person ___ described in and who executed the foregoing instrument, and ___ he duly acknowledged to me that ___ he executed the same.

_____
Notary Public

PARTNERSHIP ACKNOWLEDGEMENT

State of _____]
County of _____] ss:
On this _____ day of _____, _____ before me personally appeared _____,
known to me to be a member of the firm of _____
described in and which executed the foregoing instrument, and ___ he thereupon acknowledged to me that ___ he executed the same as and for the act and deed of said firm.

_____
Notary Public

CORPORATION ACKNOWLEDGEMENT

State of New York]
County of Saratoga] ss:
On this 11 day of August, 2014 before me personally appeared
Kevin Cleveland of Cleveland Brothers Landscaping Inc.,
to me known, who being by me duly sworn, did depose and say: that he resides at 215 Maple St. Corinth NY 12822; that He Is President of Cleveland Bros Landscaping Inc
of the corporation described in and which executed the foregoing instrument; that He 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 Kevin He signed His name thereto by like order.

Brenda L Peris
Notary Public

BRENDA L. PERIS
Notary Public, State of New York
Saratoga Co. #01PE6066966
Commission Expires Nov. 26, 2017

SURETY ACKNOWLEDGEMENT

State of New York
County of Schenectady] ss:
On this 8th day of August, 2014 before me personally appeared
Gail D. Valentino,
to me known, who being by me duly sworn, did depose and say: that she resides in the City of Scotia, New York; that she is the Attorney-In-Fact of the above signed surety, the corporation described in and which executed the within instrument; that she knows the corporate 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 she signed her name thereto by like order.

Kimberly S Sylvester
Notary Public

KIMBERLY S. SYLVESTER
Notary Public, State of New York
No. 01SY6089309
Qualified in Schenectady County
Commission Expires March 24, 2015

1834p

Bid Bond

KNOW ALL MEN BY THESE PRESENT: That we the undersigned, (Cleveland Brothers Landscaping, Inc., 215 Maple Street, Corinth, NY 12822) as Principal and (International Fidelity Insurance Company, One Newark Center, Newark, NJ 07102) as SURETY are held and firmly bound unto Owner hereinafter called CITY OF SARATOGA SPRINGS in the sum of (Five Percent of Bid) of the Amount Bid Dollars (5% of Bid) for the payment of which sum will and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted the accompanying bid dated August 12th, 2014

For: Bid No. 2014-13 Veteran's Memorial Field Rehabilitation Project

NOW, THEREFORE, if the Principal shall not withdraw said bid within the period specified therein after the opening of the same, or if no period specified, within sixty (60) calendar days. After said period specified, within ten (10) calendar days after the prescribed forms with the City of Saratoga Springs in accordance with the bid as accepted and give bond with good faithful performance and proper of said bid within the period specified, or the failure to enter into such Contract and give such bond within the time specified, if between the amount specified in said bid and the amount for which the City of Saratoga Springs the difference between the amount specified in said bid and the amount for which the City of Saratoga Springs may procure and the required work or supplies for both, if the latter be in excess of the former, then the above obligation shall be void and of no effect, otherwise to remain in full force and effort.

IN WITNESS WHEREOF, the above-bounded parties have executed this instrument under their several seals this 8th day of August, 2014, the name and corporate seal of each corporate party being hereto affixed and these presents signed by its undersigned representative, pursuant to authority of its governing body.

In Presence of:

_____ INDIVIDUAL PRINCIPAL (seal)

_____ BUSINESS ADDRESS

_____ PARTNERSHIP _____ (seal)

_____ BUSINESS ADDRESS

BY _____

ATTEST: _____

Cleveland Brothers Landscaping, Inc.

CORPORATE PRINCIPAL

215 Maple Street, Corinth, NY 12822
BUSINESS ADDRESS

BY X _____ AFFIX CORPORATE SEAL
Kevin Cleveland

ATTEST: Michelle Scalise

International Fidelity Insurance Company
CORPORATE SURETY

BY _____ AFFIX CORPORATE SEAL
Gail D. Valentino, Attorney-In-Fact

ACORD

CERTIFICATE OF LIABILITY INSURANCE

OP ID: DW

DATE (MM/DD/YYYY) 08/06/14

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marshall & Sterling Upstate 113 Saratoga Road Glenville, NY 12302 518-384-1100 518-384-0193	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: CLEVE-5
INSURED Cleveland Brothers Landscaping Inc 215 Maple Street Corinth, NY 12822	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: Continental Western Ins Co — 10804 INSURER B: Acadia Insurance Company — 31325 INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER POLICY PRO-JECT LOC	X	X	CPA508939311	04/01/14	04/01/15	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 250,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS			CAA508939411	04/01/14	04/01/15	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DEDUCTIBLE X RETENTION $ 10,000			CUA508939511	04/01/14	04/01/15	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
B	Equipment Floater			CIM508889311	04/01/14	04/01/15	Lease Eqp Ded	200,000 1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

The City of Saratoga Springs is provided additional insured status on a primary and non contributory basis as required by written contract. A waiver of subrogation applies.

CERTIFICATE HOLDER

SARA-CI

City of Saratoga Springs
City Purchasing Agent
474 Broadway
Saratoga Springs, NY 12866

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Joanne M. Macey

New York State Insurance Fund

Workers' Compensation & Disability Benefits Specialists Since 1914

199 CHURCH STREET, NEW YORK, N.Y. 10007-1100
Phone: (888) 997-3863

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

^^^^^ 141759809
CLEVELAND BROTHERS LANDSCAPING INC
215 MAPLE STREET
CORINTH NY 12822

POLICYHOLDER

CLEVELAND BROTHERS LANDSCAPING INC
215 MAPLE STREET
CORINTH NY 12822

CERTIFICATE HOLDER

CITY OF SARATOGA SPRINGS
CITY CLERK
474 BROADWAY
SARATOGA SPRINGS NY 12866

POLICY NUMBER	CERTIFICATE NUMBER	PERIOD COVERED BY THIS CERTIFICATE	DATE
Z 1250 566-5	312995	04/01/2014 TO 04/01/2015	8/11/2014

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 1250 566-5 UNTIL 04/01/2015, COVERING THE ENTIRE OBLIGATION OF THIS POLICYHOLDER FOR WORKERS' COMPENSATION UNDER THE NEW YORK WORKERS' COMPENSATION LAW WITH RESPECT TO ALL OPERATIONS IN THE STATE OF NEW YORK, EXCEPT AS INDICATED BELOW, AND, WITH RESPECT TO OPERATIONS OUTSIDE OF NEW YORK, TO THE POLICYHOLDER'S REGULAR NEW YORK STATE EMPLOYEES ONLY.

IF SAID POLICY IS CANCELLED, OR CHANGED PRIOR TO 04/01/2015 IN SUCH MANNER AS TO AFFECT THIS CERTIFICATE, 10 DAYS WRITTEN NOTICE OF SUCH CANCELLATION WILL BE GIVEN TO THE CERTIFICATE HOLDER ABOVE. NOTICE BY REGULAR MAIL SO ADDRESSED SHALL BE SUFFICIENT COMPLIANCE WITH THIS PROVISION. THE NEW YORK STATE INSURANCE FUND DOES NOT ASSUME ANY LIABILITY IN THE EVENT OF FAILURE TO GIVE SUCH NOTICE.

THIS POLICY DOES NOT COVER CLAIMS OR SUITS THAT ARISE FROM BODILY INJURY SUFFERED BY THE OFFICERS OF THE INSURED CORPORATION.

CLEVELAND BROTHERS LANDSCAPING INC

KEVIN CLEVELAND

TERRY CLEVELAND

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS NOR INSURANCE COVERAGE UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY.

NEW YORK STATE INSURANCE FUND

Sherwin Taylor

DIRECTOR,INSURANCE FUND UNDERWRITING

This certificate can be validated on our web site at https://www.nysif.com/cert/certval.asp or by calling (888) 875-5790
VALIDATION NUMBER: 680169057

U-26.3

Certificate of Insurance naming the City as ***Additional Insured on a primary and non-contributory basis*** prior to the commencement of any work or use of City facilities. The failure to object to the contents of the Certificate of Insurance or the absence of same shall not be deemed a waiver of any and all rights held by the municipality. In the event the Contractor utilizes a Subcontractor for any portion of the services outlined within the scope of its activities, the Subcontractor shall provide insurance of the same type or types and to the same extent of coverage as that provided by the Contractor. All insurance required of the Subcontractor shall name the City of Saratoga Springs as an ***Additional Insured on a primary and non-contributory*** basis for all those activities performed within its contracted activities for the contact as executed. For the purposes of this bid, the Certificate of Insurance shall name the Certificate Holder as follows: City Saratoga Springs, Attn: Purchasing Agent, 474 Broadway, Saratoga Springs, NY 12866.

The Contractor, to the fullest extent provided by law, shall indemnify and save harmless the City of Saratoga Springs, its Agents and Employees (hereinafter referred to as "City"), from and against all claims, damages, losses and expense (including, but not limited to, attorneys' fees), arising out of or resulting from the performance of the work or purchase of the services, sustained by any person or persons, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of property caused by the tortious act or negligent act or omission of Contractor or its employees or anyone for whom the Contractor is legally liable or Subcontractors. Without limiting the generality of the preceding paragraphs, the following shall be included in the indemnity hereunder: any and all such claims, etc., relating to personal injury, death, damage to property, or any actual or alleged violation of any applicable statute, ordinance, administrative order, executive order, rule or regulation, or decree of any court of competent jurisdiction in connection with, or arising directly or indirectly from, errors and/or negligent acts by the Contractor, as aforesaid.

Contractor shall comply with NYS OSHA laws as of July 18, 2008 requiring all workers on New York State public projects be certified as having completed an OSHA 10-hour construction safety course. Proof of this certification is required at the time of the execution of this Agreement. The City of Saratoga Springs specifically reserves the right to suspend or terminate all work under this contract whenever Contractor and/or Contractor's employees or subcontractors are proceeding in a manner that threatens the life, health or safety of any of Contractor's employees, subcontractor's employees, City employees or member(s) of the general public on City property. This reservation of rights by the City of Saratoga Springs in no way obligates the City of Saratoga Springs to inspect the safety practices of the Contractor. If the City of Saratoga Springs exercises its rights pursuant to this part, the Contractor shall be given three days to cure the defect, unless the City of Saratoga Springs, in its sole and absolute discretion, determines that the service cannot be suspended for three days due to the City of Saratoga Springs' legal obligation to continuously provide Contractor's service to the public or the City of Saratoga Springs' immediate need for completion of the Contractor's work. In such case, Contractor shall immediately cure the defect. If the Contractor fails to cure the identified defect(s), the City of Saratoga Springs shall have the right to immediately terminate this contract. In the event that the City of Saratoga Springs terminates this contract, any payments for work completed by the Contractor shall be reduced by the costs incurred by the City of Saratoga Springs in re-bidding the work and/or by the increase in cost that results from using a different vendor.

Contractor, having agreed to the terms and the recitals set forth herein, and in relying thereon, herein signs this Agreement.

Contractor Signature: _____ **Date:** 5/11/14

Risk and Safety Agreement for Contractor Services

City Project Number: 2014-13 City Project Name: Veterans Memorial Field Rehabilitation Project

City Department: D.P.W. / Contact Person: Debbie LaBreche, P.E. / City Ext. 2616

Company Name: Cleveland Bros. Landscaping Inc.

Company Address: 215 Maple St. Corinth, NY. 12822

Company Telephone No.: 654-9044 Company Fax No.: 654-9148

Contractor Primary Contact for This Project: Kevin Cleveland Title: President

The City of Saratoga Springs herein requires the following terms and conditions regarding the agreement for the provision of professional services as outlined above:

The Contractor shall procure and maintain during the term of this contract, at the Contractor's expense, the insurance policies listed with limits equal to or greater than the enumerated limits. The Contractor shall be solely responsible for any self-insured retention or deductible losses under each of the required policies. Every required policy, including any required endorsements and any umbrella or excess policy, shall be primary insurance. Insurance carried by the City of Saratoga Springs, its officers, or its employees, if any, shall be excess and not contributory insurance to that provided by the Contractor. Every required coverage type shall be "occurrence basis" with the exception of Professional Errors and Omissions Coverage which may be "claims made" coverage. The Contractor may utilize umbrella/excess liability coverage to achieve the limits required hereunder; such coverage must be at least as broad as the primary coverage (follow form). The Office of Risk & Safety Management must approve all insurance certificates. The City of Saratoga Springs reserves its right to request certified copies of any policy or endorsement thereto. All insurance shall be provided by insurance carriers licensed & admitted to do business in the State of New York and must be rated "A–: VII" or better by A.M. Best (Current Rate Guide). If the Contractor fails to procure and maintain the required coverage(s) and minimum limits such failure shall constitute a material breach of contract, whereupon the City of Saratoga Springs may exercise any rights it has in law or equity, including but not limited to the following: (1) immediate termination of the contract; (2) withholding any/all payment(s) due under this contract or any other contract it has with the vendor (common law set-off); OR (3) procuring or renewing any required coverage(s) or any extended reporting period thereto and paying any premiums in connection therewith. All monies so paid by the City of Saratoga Springs shall be repaid upon demand, or at the City's option, may be offset against any monies due to the Contractor.

The City of Saratoga Springs requires the Contractor name the City as a Certificate Holder for the following coverage for the work covered by this Agreement:

- **Commercial General Liability** including Completed Products and Operations and Personal Liability Insurance: One Million Dollars per Occurrence with Two Million Dollars Aggregate ***(City is also an Additional Insured on a Primary and Non-contributory Basis for this coverage);***
- **Commercial Automobile Insurance:** One Million Dollars Combined Single Limit for Owned, Hired and Non-owned Vehicles
- **Excess Liability Insurance:** Five Million Dollars per Occurrence Aggregate
- **NYS Statutory Workers Compensation, Employer's Liability and Disability Insurance**

If awarded the bid, it shall be an affirmative obligation of the Contractor to advise City's Office of Risk and Safety via mail to Office of Risk and Safety, City of Saratoga Springs, 474 Broadway, Saratoga Springs, NY 12866, within two days of the cancellation or substantive change of any insurance policy set out herein, and failure to do so shall be construed to be a breach of this Agreement. The Contractor acknowledges that failure to obtain such insurance on behalf of the municipality constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the City. The Contractor is to provide the City with a

ACKNOWLEDGEMENTS

Acknowledgement is hereby made of the receipt of the following Addendum:

Addendum No. ONE dated 7-31-14

Addendum No. TWO dated 8-4-14

The foregoing proposal (s) include all labor, supervision, material, taxes (if any), overhead, bond costs, profit and other considerations normally included in construction contract costs.

The Undersigned understands that the Owner reserves the right to accept or to reject any proposal(s), but that if notice of the acceptance of this proposal is mailed, telegraphed or delivered to the Undersigned within thirty (30) days after the opening of the bids, or any time before this proposal is withdrawn, the Undersigned will execute a contract with the City of Saratoga Springs for this work.

The Undersigned further agrees that if awarded the contract, he will: (1) Commence work upon receipt of the executed contract, (2) that he will provide bonds as required, (3) that he will commence active construction work at the site as outlined in the Notice to Proceed, (4) that he will substantially complete the work in its entirety, ready for use by the Owner as per the project documents.

Date: 8-11-14, 2014

Signed: K. Cleveland

(Principal of Company)

Printed Name: KEVIN CLEVELAND

Title: PRESIDENT

Company: CLEVELAND BROS. LANDSCAPING INC.

Address: 215 MAPLE ST.

CORINTH, N.Y. 12822

Telephone Number: 518-654-7064 Fax Number: 518-654-9148

Cellular Number: 518-810-9499

Email: KC@cbli7064.com

Acknowledgements

The Undersigned understands that the City reserves the right to accept or to reject any proposal(s), but that if notice of the acceptance of this proposal is mailed, telegraphed or delivered to the Undersigned within thirty (30) days after the opening of the bids, or any time before this proposal is withdrawn, the Undersigned will execute a contract with the City of Saratoga Springs for this work.

The Undersigned further agrees that if awarded the contract, the undersigned will:
(1) Commence work upon receipt of the executed contract,
(2) provide bonds as required,
(3) commence active construction work at the site as outlined in the Notice to Proceed,
(4) substantially complete the work in its entirety, ready for use by the City as outlined in the project documents..

Signed: _____

Printed Name: Kevin Cleveland

Title: President

Company: Cleveland Brothers Landscaping Inc.

Address: 215 Maple St.
Corinth, NY. 12822

Date: 8-11-14

Telephone Number: 654-7064

Cellular Number: 810-9499

Facsimile Number: N

Email Address: kc@cbli7064.com

Vendor/Supplier Code of Conduct

The City of Saratoga Springs is committed to conduct business in a lawful, ethical and moral manner and expects the same standards from vendors/suppliers that the City conducts business with. The City requires that all vendors/suppliers abide by this Code of Conduct. Failure to comply with this Code may be sufficient cause for the City to exercise its' rights to terminate its' business relationship with vendors/suppliers. Vendors/suppliers agree to provide all information requested which is necessary to demonstrate compliance with this Code.

At a minimum, the City requires that all vendors/suppliers meet the following standards:

- Legal: Vendors/suppliers and their subcontractors agree to comply with all applicable local, state and federal laws, regulations and statutes.
- The City expects vendors/suppliers to respect the City's rules and procedures.
- Conflict of Interest: The vendor/supplier represents and warrants that it has no conflict, actual or perceived, that would prevent it from doing business with the City of Saratoga Springs.
- Wages & Benefits: Vendors/suppliers will set working hours, wages, and NYS statutory benefits and overtime pay in compliance with all applicable laws and regulations. Where applicable, as defined by NYS Labor Law, the vendor/supplier must comply with prevailing wage rates.
- Health & Safety: Vendors/suppliers and their subcontractors shall provide workers with a safe and healthy work environment that complies with local, state and federal health and safety laws.
- Discrimination: No person shall be subject to any discrimination in employment, including hiring, salary, benefits, advancement, discipline, termination or retirement on the basis of gender, race, religion, age, disability, sexual orientation, nationality, political opinion, party affiliation or social ethnic origin.
- Working conditions: Vendors/suppliers must treat all workers with respect and dignity and provide them with a safe and healthy environment.
- Right to organize: Employees of the vendor/supplier should have the right to decide whether they want collective bargaining.
- Subcontractors: Vendors/suppliers shall ensure that subcontractors shall operate in a manner consistent with this Code.

1. Protection of the Environment: Vendors/suppliers shall comply with all applicable environmental laws and regulations. Vendors/suppliers shall ensure that the resources and material they use are sustainable, are capable of being recycled and are used effectively and a minimum of waste. Where practicable, vendors/suppliers are to utilize technologies that do not adversely affect the environment and when such impact is unavoidable, to ensure that it is minimized.

Vendor Acknowledgement

The undersigned vendor/supplier hereby acknowledges that it has received the City of Saratoga Springs Vendor/Supplier Code of Conduct and agrees that any and all of its facilities and subcontractors doing business with the City will receive the Code and will abide by each and every term therein.

Vendor/supplier acknowledges that its failure to comply with any condition, requirement, policy or procedure may result in the termination of the business relationship. Vendor/supplier reserves the right to terminate its agreement to abide by the Code of Conduct at any time for any reason upon ninety (90) days prior written notice to the City.

Signature: _____ Printed name: KEVIN CLEVELAND

Title: President Date: 8-11-14

Company Name: Cleveland Bros. Landscaping Corp.

Waiver of Immunity Clause

Section §139(a) State Finance Law

Upon the refusal by a representative of our firm, when called before a grand jury to testify concerning any transaction or contract with the City of Saratoga Springs, New York, or to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning such transactions or contracts,

(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 fire district, 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 fine district, 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 cancelled or terminated by the City without incurring any penalty or damages on account of such cancellation or termination, but any monies owing by the City for goods delivered or work done prior to the cancellation or termination shall be paid.

Non-Collusive Bidding Certification

Section §139(d) State Finance Law

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and, in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his knowledge and belief:

(1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
(2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
(3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition."
A bid shall not be considered for award nor shall any award be made where (1), (2), (3) above have not been complied with; provided however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefore.

Signature: _____ Print Name: Kevin Cleveland

Title: President Date: 8-11-14

Company: Cleveland Bros. Landscaping Address: 215 Maple St. Corinth

Subscribed to under penalty of perjury under the laws of the State of New York, this 11 day of August, 2014 as the act and deed of said corporation of partnership.

11. List your major equipment available for this contract.

JD 550 Bulldozer Case Mini Excavator JD 5600 Loader

12. Background and experience of the principal members of your organization, including the officers.

50 years Combined Experience in the Landscaping Field

13. Credit available: $ 150,000. -

14. Give bank reference: Saratoga National

15. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the local public agency? YES

THE UNDERSIGNED hereby authorizes and requests any person, firm or corporation to furnish any information requested by the Local Public Agency in verification of Bidder's Qualifications.

Dated this day of: 8-11 2014

Signature: K. Cleveland

Printed name: Kevin Cleveland

Title: President

Company: Cleveland Bros. Landscaping Inc.

Company Address:

215 Maple St.

Corinth NY. 12822

STATEMENT OF BIDDER'S QUALIFICATIONS

All questions must be answered and the data given must be clear and comprehensive. If necessary, questions may be answered on separate sheets. The Bidder may submit any additional information he desires.

1. Name of Bidder. Cleveland Bros. Landscaping Inc.
2. Permanent main office address. 215 Maple St Corinth, NY. 12822
3. Year organized. 1991
4. If a Corporation, where incorporated. Corinth, New York
5. How many years have you been engaged in the contracting business under your present firm or trade name? 23 years
6. Provide three (3) references (list amount of each contract and the agency contact person, phone, and email address).

PROJECT NAME / AMOUNT	CONTACT NAME	PHONE	EMAIL
Hudson River Kayak	Bill Sprengnether		bills@cardinnidirection.net
Clifton Park Trail	Paul Olund		polund@edpllg.com
Canada Street Walkways	Ron Mogren		mogren@shratoassociates.com

7. General character of work performed by your company.
   Landscaping / Light Excavating / Maintenance
8. Have you ever defaulted on a contract? If so, where and why?
   No
9. Have you ever failed to complete any work awarded to you? No
10. List the more important projects recently completed by your company, stating the approximate cost for each and the month and year completed.
    Ticonderoga Hamlet Trail System 2012 160,000
    Cohoes School District 2007 85,000
    Schalmont School District 2007 135,000

BID ALTERNATE A1: Remove Existing Outfield Turf and Re-seed

Includes all work required to remove, through chemical means, the existing outfield turf and reseeding of the outfield. The intention of the base bid is to leave existing turf in place, blend topsoil to level playing surface, and over-seed to establish playing surface. The intention of Alternate A1 is to chemically remove the existing turf, place new topsoil as necessary to level the playing surface, and re-seed. This alternate shall be bid lump sum.

BID ALTERNATE A2: Sod Entire Infield Turf Area

Includes all work required to sod the entire infield area including the area between the dug outs and baselines, the non-skinned areas of the infield diamond, and a 4 ft perimeter around the outside of the skinned infield area. This alternate shall be bid lump sum.

BID ALTERNATE A3: Sod a Portion of Infield Turf Area

Includes all work required to sod the infield diamond and 4 ft perimeter around the outside of the skinned infield. This alternate is similar to Alternate A2 with the exception of the area between the dug outs and the baselines. This alternate shall be bid lump sum.

BID ALTERNATE A4: Drywells

Includes all work required to construct 6 foot diameter drywells. The unit price for this alternate shall include all costs associated with furnishing and installing the drywells. The Unit Price table below shall be used to establish cost.

BID ALTERNATE A4 UNIT PRICE TABLE:

Item	Description	Units	Quantity	Unit Price	Total
A4	Drywell	each	3	3312	9936

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid items will be based on actual quantities provided, determined as provided in the Contract Documents.

BID BOND OR BID DEPOSIT:

A bid bond or bid deposit check for 10% of the total bid price, made payable to the Commissioner of Finance is attached in the amount of $_____ security as required by the Instructions to Bidders for the project.

	DESCRIPTION	LUMP SUM PRICE	
		IN WRITING	NUMBERS
1	BASE BID	Fifty One Thousand four-hundred fifty Four	51,454.00
2	BID ALTERNATE A1	Five Hundred	500.00
3	BID ALTERNATE A2	Seven thousand eight hundred ninety	7890.00
4	BID ALTERNATE A3	Four-thousand-two-hundred-twenty	4220.00
5	BID ALTERNATE A4	Nine thousand nine-hundred-thirty Six	9936.00

TOTAL BID (LUMP SUM BASE BID + BID ALTERNATE A1 + BID ALTERNATE A2 + BID ALTERNATE A3 + BID ALTERNATE A4) WRITTEN IN WORDS -

$ Seventy four thousand dollars $ 74,000.00

BASE BID:

Provide all labor, materials, machinery, tools, equipment and other means of construction necessary and incidental to the Veteran's Memorial Field Rehabilitation Project as described within the project plans and specifications. Note, Base Bid shall include all unit price totals from the Base Bid Unit Price Table below.

BASE BID UNIT PRICE TABLE:

Item	Description	Units	Quantity	Unit Price	Total
1	Topsoil to be used for top dressing the outfield and non-skinned infield area	cu. yd.	250	30	7500
2	Skinned infield mix to be used for top dressing the skinned infield area	cu. yd.	65	90	5850

The base bid shall include the above unit price totals for topsoil and skinned infield mix to be used for top dressing the outfield and skinned infield area. The intention of this unit price is to provide flexibility during construction for increasing or decreasing the volume of topsoil and skinned infield mix to be supplied and placed depending on conditions during construction. The unit cost provided should include all cost associated with supplying and grading the topsoil and infield mix respectively.

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid items will be based on actual quantities provided, determined as provided in the Contract Documents.

BID PROPOSAL

DATE OF BID OPENING: Thursday, August 7, 2014 at 2:00 PM.

ALL BIDS SHALL BE ENCLOSED IN A SEALED ENVELOPE MARKED:

IFB #: 2014-13 – VETERAN'S MEMORIAL FIELD REHABILITATION PROJECT

IFB Opening: Thursday, August 7, 2014 at 2:00 p.m.

AND RETURN TO:
City of Saratoga Springs
City Clerk
474 Broadway
Saratoga Springs, NY 12866

BID PROPOSAL SUBMITTED BY

Bidder: Cleveland Bros. Landscaping Inc.

(Contractor)

DEAR COMMISSIONER:

The undersigned has inspected the proposed work site, reviewed the Instructions to Bidders, Plans and Specifications and hereby agrees to complete the work, including all labor, materials, machinery, scaffolding, lifts, bracing, tools, equipment and other means of construction necessary and incidental, complete and ready for use, as outlined in the project documents. The work, which the contractor is required to perform under this contract, shall be commenced within fourteen (14) consecutive days from the Notice to Proceed to Contractor. Work shall be substantially completed within forty-five (180) days of Notice to Proceed and within sixty (60) days of final completion, including all lead times.

Submittal Instructions

CONTRACTORS PLEASE NOTE YOUR IFB MUST BE RETURNED AS FOLLOWS:

Step One: You MUST execute and include the following documents with your response:

Your response to the RFP In question
Waiver of Immunity and Non-Collusive Bidding Certification
Vendor Code of Conduct
Risk & Safety Agreement

- **Certificate of Insurance** (as outlined in Risk & Safety Agreement)
  - **Including Worker's Compensation Certificate**

FAILURE TO SUBMIT IFB DOCUMENTS AS OUTLINED ABOVE WILL LEAD TO IMMEDIATE IFB DISQUALIFICATION.

Step Two: Enclose your bid in a sealed envelope marked:

IFB #: 2014-13 VETERAN'S MEMORIAL FIELD REHABILITATION PROJECT

Name of Bidder: Cleveland Bros.

Bid Opening: Thursday, August 7, 2014 at 2:00 p.m.

Step Three: Please return your response to this IFB to the following address:

City of Saratoga Springs
City Clerk
474 Broadway
Saratoga Springs, NY 12866

Conditionally Approved.
✓ RSA Executed
Insurance Limits
Add Ins P&NC
8/12/14