

STONY CLOVE CREEK BANK RESTORATION PROJECT – SITE #4
Shandaken, Ulster County, New York

BID FORM

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

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

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

1	<u>One</u>	<u>5/24/13</u>	4	_____
2	<u>TWO</u>	<u>5/31/13</u>	5	_____
3	_____	_____	6	_____

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

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

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

BID SCHEDULE

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

BIDDER'S NAME:

Fastracs Rentals, Inc.

PROPOSAL NUMBER:

ITEM	QTY	DESCRIPTION	UNIT PRICE	AMOUNT BID
1	LS	Site Preparation	16,250 ⁰⁰	16,250 ⁰⁰
2	LS	Maintenance and Protection of Traffic	8,000 ⁰⁰	8,000 ⁰⁰
3	LS	Stream Channel Dewatering	8,600 ⁰⁰	8,600 ⁰⁰
4	LS	Earthwork	12,000 ⁰⁰	12,000 ⁰⁰
4A	1,000 C.Y.	Backfill	14 ⁰⁰	14,000 ⁰⁰
5	LS	Bank Slope Treatment	38,170 ⁰⁰	38,170 ⁰⁰
5A	875 TON	Random Boulders	32 ⁰⁰	28,000 ⁰⁰
5B	17 EA.	Logs and Rootwads	500 ⁰⁰	8,500 ⁰⁰
6	LS	Site Restoration	6,000 ⁰⁰	6,000 ⁰⁰

Base Bid (in words)

One hundred thirty-nine thousand, five hundred twenty dollars \$ 139,520⁰⁰

Allowances:

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

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

V.A: Materials Markup - The Contractor will receive a 18 % markup on materials

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

Position Title	Hourly rate
Owner / officer	\$ 95 ⁰⁰
Foreman	\$ 85 ⁰⁰
Operator	\$ 90 ⁰⁰
Labor	\$ 85 ⁰⁰

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

Machine	Size	Hourly Rate
Excavator	85,000 lbs.	\$ 250 ⁰⁰
Excavator	53,000 lbs.	\$ 200 ⁰⁰
Excavator	41,000 lbs.	\$ 190 ⁰⁰
6x6 End Dump	30 tons	\$ 180 ⁰⁰
Dozer	80,000 lbs.	\$ 225 ⁰⁰
Dozer	36,000 lbs.	\$ 170 ⁰⁰
Dozer	37,000 lbs. L6P	\$ 200 ⁰⁰

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

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

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

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

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

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

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

Fastracs Rentals, Inc. - Incorporated in NYS
President/owner: Oakleigh T. Cookingham III

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

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

14-11095482
Social Security Number
or Federal Identification Number

Oak T Cl
Signature of Individual or
Corporate Name Fastracs Rentals, Inc.

Oakleigh T. Cookingham III
Corporate Officer (if applicable) President

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

Fastracs Rentals, Inc.
Incorporated under
the laws of
New York

Fastracs Rentals, Inc.
(Name)

By: Def. T. Cook
(Title) Oakleigh T. Cookingham III
President

PO Box 56
(Business Address)

Red Hook, NY
(City and State)

Date: 6/3/13

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

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



Fastracs_{INC}

PO Box 56 • Red Hook, NY 12571
845-758-3171 • Fax: 845-758-2052
Web: www.fastracsinc.com

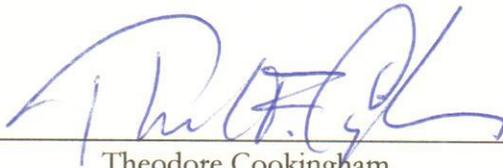
CORPORATE RESOLUTION

I HEREBY CERTIFY that I am the duly elected and qualified Secretary of Fastracs Rentals, Inc. and the keeper of the records and corporate seal of said Corporation and that the following is a true and correct copy of a resolution duly adopted by Fastracs Rentals, Inc.

BE IT RESOLVED that Oakleigh T. Cookingham III be authorized to sign all bid documents related to the following project:

Stony Clove Creek Bank Restoration Project – Site #4

IN WITNESS WHEREOF, I have hereunto affixed my name as Theodore Cookingham and have caused the corporate seal of said Corporation to be hereto affixed on this 29th day of May, 2013.



Theodore Cookingham





PO Box 56 • Red Hook, NY 12571
845-758-3171 • Fax: 845-758-2052
Web: www.fastracsinc.com

June 3, 2013

Stone Clove Creek Bank Restoration Project – Sites #4

Proposed Subcontractors:

Van Etten Trucking

Proposed Suppliers

Peckham Materials

00435 - BID BOND, DAMAGES FORM

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

BIDDER (Name and Address):

Fastracs Rentals, Inc.
P.O. Box 56
Red Hook, New York 12571

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

The Ohio Casualty Insurance Company
175 Berkeley Street
Boston, MA 02116

OWNER (Name and Address):

Ulster County Soil and Water Conservation District
6375 State Route 28
Phoenicia, NY 12464

BID

Bid Due Date: 6/3/2013

Description (Project Name and Include Location): Stony Clove Creek Bank Restoration Project - Site #4

BOND

Bond Number: N/A

Date (Not earlier than Bid due date): 6/3/2013

Penal sum	Ten Percent of Bid Amount	\$	10% of Bid Amount
	(Words)		(Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER

SURETY

Seal

Fastracs Rentals, Inc. (Seal)
Bidder's Name and Corporate Seal

The Ohio Casualty Insurance Company
Surety's Name and Corporate Seal

By: [Signature]
Signature

By: [Signature]
Signature (Attach Power of Attorney)

Oakleigh T Cookington III
Print Name

Andrea E. Gorbert
Print Name

Pres
Title

Attorney-in-Fact
Title

Attest: [Signature]
Signature

Attest: [Signature]
Signature

Title

Surety Analyst
Title

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

00435 – BID BOND, DAMAGES FORM

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder any difference between the total amount of Bidder's Bid and the total amount of the Bid of the next lowest, responsible Bidder who submitted a responsive Bid as determined by Owner for the work required by the Contract Documents, provided that:

- 1.1 If there is no such next Bidder, and Owner does not abandon the Project, then Bidder and Surety shall pay to Owner the penal sum set forth on the face of this Bond, and
- 1.2 In no event shall Bidder's and Surety's obligation hereunder exceed the penal sum set forth on the face of this Bond.
- 1.3 Recovery under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.

2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.

3. This obligation shall be null and void if:

- 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
- 3.2 All Bids are rejected by Owner, or
- 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).

4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.

6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.

7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.

00435 – BID BOND, DAMAGES FORM

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.

ACKNOWLEDGEMENT OF CONTRACTOR, IF A CORPORATION

STATE OF NY ,)
COUNTY OF Dutchess ,)

ON THE 3rd DAY OF June 2013, BEFORE ME PERSONALLY CAME Oakleigh T. Cookings TO ME KNOWN, WHO, BEING BY ME DULY SWORN, DID DEPOSE AND SAY THAT (S)HE RESIDES AT Red Hook, NY, THAT (S)HE IS THE President OF **FASTRACS RENTALS, INC.** THE CORPORATION DESCRIBED IN AND WHICH EXECUTED THE ABOVE INSTRUMENT; AND THAT (S)HE SIGNED HIS/HER NAME THERETO BY ORDER OF THE BOARD OF DIRECTORS OF SAID CORPORATION.

Amy E. Campion
Notary Public

AMY E. CAMPION
Notary Public, State of New York
No. 01CA5016106
Qualified in Columbia County
Commission Expires 8/2/2013

ACKNOWLEDGEMENT OF SURETY

STATE OF NEW YORK,)
COUNTY OF NASSAU,)

ON THE 3RD DAY OF JUNE 2013, BEFORE ME PERSONALLY CAME **ANDREA E. GORBERT** TO ME KNOWN, WHO, BEING BY ME DULY SWORN, DID DEPOSE AND SAY THAT (S)HE RESIDES AT SUFFOLK COUNTY, NEW YORK THAT (S)HE IS THE ATTORNEY-IN-FACT OF **THE OHIO CASUALTY INSURANCE COMPANY** THE CORPORATION DESCRIBED IN AND WHICH EXECUTED THE ABOVE INSTRUMENT; THAT (S)HE KNOWS THE SEAL OF SAID CORPORATION; THAT ONE OF THE SEALS AFFIXED TO THE FOREFGOING INSTRUMENT IS SUCH SEAL; THAT IT WAS SO AFFIXED BY ORDER OF THE BOARD OF DIRECTORS OF SAID CORPORATION; AND THAT (S)HE SIGNED HIS/HER NAME THERETO BY LIKE ORDER.

Denise Cucurullo
Notary Public

DENISE CUCURULLO
Notary Public, State Of New York
No. 01CU4783740
Qualified in Nassau County
Commission Expires September 30, 2013



THE OHIO CASUALTY INSURANCE COMPANY
 FINANCIAL STATEMENT — DECEMBER 31, 2012

Assets		Liabilities	
Cash and Bank Deposits.....	\$161,199,261	Unearned Premiums.....	\$1,070,033,142
*Bonds — U.S Government.....	377,344,263	Reserve for Claims and Claims Expense.....	2,216,154,467
*Other Bonds.....	2,720,695,206	Funds Held Under Reinsurance Treaties.....	0
*Stocks.....	653,169,702	Reserve for Dividends to Policyholders.....	286,452
Real Estate.....	27,623,539	Additional Statutory Reserve.....	0
Agents' Balances or Uncollected Premiums.....	719,172,780	Reserve for Commissions, Taxes and	
Accrued Interest and Rents.....	34,142,770	Other Liabilities.....	<u>539,402,179</u>
Other Admitted Assets.....	<u>407,161,007</u>	Total.....	<u>\$3,825,876,240</u>
Total Admitted Assets.....	<u>\$5,100,508,528</u>	Special Surplus Funds.....	\$ 3,579,638
		Capital Stock.....	4,500,000
		Paid in Surplus.....	532,278,647
		Unassigned Surplus.....	734,274,003
		Surplus to Policyholders.....	<u>1,274,632,288</u>
		Total Liabilities and Surplus.....	<u>\$5,100,508,528</u>



* Bonds are stated at amortized or investment value; Stocks at Association Market Values.
 The foregoing financial information is taken from The Ohio Casualty Insurance Company's financial statement filed with the state of Ohio Department of Insurance.

I, TIM MIKOLAJEWSKI, Assistant Secretary of The Ohio Casualty Insurance Company, do hereby certify that the foregoing is a true, and correct statement of the Assets and Liabilities of said Corporation, as of December 31, 2012, to the best of my knowledge and belief.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation at Seattle, Washington, this 25th day of March, 2013.

TAMikolajewski

 Assistant Secretary