

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

BIDDER'S NAME:

Fastracs Rentals, Inc.

PROPOSAL NUMBER:

ITEM	QTY	DESCRIPTION	UNIT PRICE	AMOUNT BID
1	LS	Site Preparation	71,800 ⁰⁰	71,800 ⁰⁰
2	LS	Maintenance and Protection of Traffic	28,500 ⁰⁰	28,500 ⁰⁰
3	LS	Stream Channel Dewatering	44,000 ⁰⁰	44,000 ⁰⁰
4A	LS	Earthwork	18,300 ⁰⁰	18,300 ⁰⁰
4B	12,700 CY	Earthwork—Off-Site Import	14 ⁰⁰	177,800 ⁰⁰
4C	600 CY	Earthwork—Unsuitable Material Export	12 ⁰⁰	7,200 ⁰⁰
5	LS	Access Roads	18,000 ⁰⁰	18,000 ⁰⁰
6	LS	Dust, Soil Erosion, and Sediment Control	3,500 ⁰⁰	3,500 ⁰⁰
7A	LS	Bank Slope Treatment	35,000 ⁰⁰	35,000 ⁰⁰
	10 EA	Root Wads	500 ⁰⁰	5,000 ⁰⁰
	5,500 TN	24-inch to 48-inch High Rounded Diameter Boulders	32 ⁰⁰	176,000 ⁰⁰
	3,200 TN	Class IV Riprap	32 ⁰⁰	102,400 ⁰⁰
8	XXXX	Instream Features	XXXX	XXXX
	2,600 TN	12-inch to 24-inch Diameter Cobble	32 ⁰⁰	83,200 ⁰⁰
	4,000 TN	24-inch to 36-inch High Rounded Diameter Boulders	32 ⁰⁰	128,000 ⁰⁰
	3,700 TN	36-inch to 48-inch High Rounded Diameter Boulders	32 ⁰⁰	118,400 ⁰⁰
9	LS	Site Restoration	18,000 ⁰⁰	18,000 ⁰⁰

Base Bid (in words)

One million, thirty-five thousand, \$ 1,035,100⁰⁰
one hundred dollars

Allowances:

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

ADD ALTERNATES

1. Linear Feet **Add Alternate 1A – Proposed Lined Channel;** complete in place as ordered by the Engineer; including all equipment, labor, materials, and tools, to supply and install approximately 1,500 linear feet of stone lined channel; including Class IV Rip-Rap, Gravel Bedding, and impermeable geomembrane, and any incidentals thereto; as shown on the Add Alt 1 Addendum Plan, at the unit price of One hundred sixteen dollars eighty-seven cents per linear foot x 1,500 l.f. \$ 175,305⁰⁰
2. Days **Add Alternate 1B – Proposed Slope Regrading per Daily Basis;** complete in place as ordered by the Engineer; including all equipment, labor, materials, and tools, to complete bank grading to the limits directed in the field by the Engineer, on a daily basis, at the unit price of One thousand five hundred dollars _____ cents per day of work x 5 days. \$ 7,500⁰⁰
3. Lump Sum **Add Alternate 1C – Stockpile Staging Area - Clearing;** complete in place as ordered by the Engineer; including all equipment, labor, materials, and tools, to clear and stabilize the Staging Area as shown on the Add Alt 1 Addendum Plan. The Work under this item shall be completed at the Lump Sum price of Seven thousand two hundred dollars _____ cents x 1 L.S. \$ 7,200⁰⁰
4. Days **Add Alternate 1D – \$10,000 Allowance – Repair/Refurbish Cinder Road;** complete in place as ordered by the Engineer; including all equipment, labor, materials, and tools, to provide repair to Cinder Road which may become damaged or removed during the course of construction. The Work under this item shall also include the in accordance with the Contract Drawings and the Specifications, at the Allowance price of \$10,000. \$10,000.

Total Add Alternates: \$ 200,005⁰⁰

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 lb.	\$250 ⁰⁰
Excavator	53,000 lb.	\$200 ⁰⁰
Excavator	46,000 lb.	\$190 ⁰⁰
6x6 End Pump	30 tons	\$180 ⁰⁰
Dozer	80,000 lb.	\$225 ⁰⁰
Dozer	36,000 lb.	\$170 ⁰⁰
Dozer	37,000 lb. L&P	\$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.

Fastacs Rentals, Inc. Incorporated in the State of NY. 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.

14-1695482
Social Security Number
or Federal Identification Number

Oakleigh T. Cookingham III
Signature of Individual or
Corporate Name Oakleigh T. Cookingham III
Fastacs Rentals, Inc.

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

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

Fastracs Rentals, Inc. Oakleigh J. Cookinham III
(Name)
Incorporated in the State of NY
By: Oakleigh J. Cookinham III
(Title) Pres
Fastracs Rentals, Inc.
PO Box 50
(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.



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 #2 & #3

Proposed Subcontractors:

Van Etten Trucking
Duffy Layton Contracting

Proposed Suppliers

Peckham Materials
Duffy Layton Contracting



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 – Sites #2 and #3

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 31st day of May, 2013.



Theodore Cookingham



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. 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):

Town of Shandaken
7209 Route 28
Shandaken, NY 12480

BID

Bid Due Date: 6/3/2013

Description (Project Name and Include Location): Stony Clove Creek Bank Restoration Project - Sites #2, #3

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.

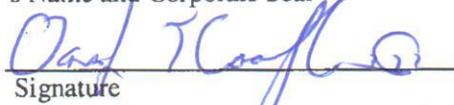
BIDDER

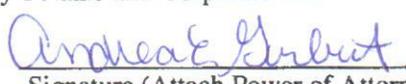
SURETY

Seal

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

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

By: 
Signature

By: 
Signature (Attach Power of Attorney)

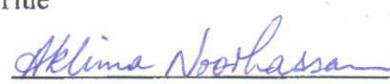
Oakleigh T. Cook, Ph.D.
Print Name

Andrea E. Gorbert
Print Name

Pres
Title

Attorney-in-Fact
Title

Attest: 
Signature

Attest: 
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. Cookingham 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, State of New York
No. 01CA5016106
Qualified in Columbia County
Commission Expires 8/2/13

Amy E. Campion
Notary Public

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

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 5969989

American Fire and Casualty Company
The Ohio Casualty Insurance Company

Liberty Mutual Insurance Company
West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Andrea E. Gorbett; Anne Potter; Annette Leuschner; Beverly A. Woolford; David W. Rosehill; James E. Marran, Jr.; Nancy Schnee; Valorie Spates

all of the city of Jericho, state of NY each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 29th day of January, 2013.



American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: Gregory W. Davenport
Gregory W. Davenport, Assistant Secretary

STATE OF WASHINGTON ss
COUNTY OF KING

On this 29th day of January, 2013, before me personally appeared Gregory W. Davenport, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Seattle, Washington, on the day and year first above written.



By: KD Riley
KD Riley, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Gregory W. Davenport, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, David M. Carey, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this _____ day of JUN - 3 2013.



By: David M. Carey
David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.



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	539,402,179
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