

**ERIE AREA COUNCIL OF GOVERNMENTS
JOINT BIDDING COMMITTEE
2021**

BID # 2021 – 7

CULVERT AND DRAINAGE PIPE, COUPLERS AND TEES

**PLEASE CONTACT JESSICA HORAN-KUNCO WITH QUESTIONS
AT JHKUNCO@ERIEAREACOG.ORG
OR (814) 454-1770**

PROPOSAL FROM:

COMPANY: Chemung Supply Corp.

ADDRESS: PO Box 527

Elmira, NY 14902

CONTACT NAME: Carl H Perine

PHONE #: 607-733-5506

E-MAIL: cperine@chemungsupply.com

DATE: 4/28/21

ERIE AREA COUNCIL OF GOVERNMENTS

150 East Front Street · Suite 300 · Erie, PA 16507
Phone (814) 454-1770 · Email jhkunco@erieareacog.org

TO: ALL PROSPECTIVE BIDDERS

FROM: EACOG'S JOINT MUNICIPAL BIDDING COMMITTEE

SUBJECT: SOLICITATION OF BIDS - **Culvert and Drainage Pipe, Couplers and Tees**

DATE: April 19, 2021

Sealed proposals will be received by the Erie Area Council of Governments Joint Bidding Committee, acting on behalf of the municipalities of the City of Erie, the County of Erie, the Boroughs of Albion, Edinboro, Girard, Union City, and Wesleyville, the Townships of Fairview, Franklin, Girard, Greenfield, Greene, Harborcreek, Lawrence Park, LeBoeuf, Millcreek, North East, Summit, Union and Venango. Proposals must be enclosed in a sealed envelope addressed to the Erie Area Council of Governments Joint Municipal Bidding Committee and should bear the name and address of the bidder and the item or items which are bid on the exterior of the sealed envelope.

Sealed bids may be dropped off, delivered or mailed until **10:00 am on Tuesday, May 4, 2021 to:**

Erie Area Council of Governments

150 East Front St. Ste 300

Erie, PA 16507

No bids will be accepted via e-mail or website.

All sealed bids submitted shall be **opened and read aloud on**

May 4, 2021 at 1:00 pm at the

Harborcreek Township Building

5601 Buffalo Rd. Harborcreek, PA 16421

Due to Covid19, the public is encouraged to view the bid opening via Live Stream on facebook.com/ErieAreaCOG/

Items for which bids will be received include:

Culvert and Drainage Pipe, Couplers and Tees

The role of the EACOG'S Joint Bidding Committee is to combine the participant's anticipated annual material requirement, to agree on a standard bidding specifications acceptable to all participating municipalities and to seek competitive bids for all items jointly, in an effort to receive a lower, more equitable price for all participating local governments. Each municipality reserves the right to reject any and all bids.

If you have any question regarding the following bidding specification/procedures, please contact Jessica Horan-Kunco, Executive Director at 814-454-1770 or jhkunco@erieareacog.org.

**ERIE AREA COUNCIL OF GOVERNMENTS
JOINT MUNICIPAL BIDDING COMMITTEE**

INSTRUCTIONS TO BIDDERS

ARTICLE I - DEFINITIONS

Wherever used in these contract documents or specifications, the following terms shall have the meanings indicated and shall be applicable to both the singular and plural thereof:

Bidder - Any person, firm, or corporation submitting a bid.

Contract - The signed written agreement between the Owner and the Contractor covering the materials, supplies, equipment, product and/or services to be purchased.

Contract Date - The effective date of the beginning of the Contract time. Such date to be in accord with Article IX and to be indicated by the Owner in the notice of award.

Contract Documents - The contract documents shall consist of the advertisement for bids or notice to bidders; bid security; performance bonds; instructions to bidders; form of proposal; the Contract, the general and special conditions of contract; and the detail specifications, including all modifications thereof incorporated in any of the documents before the execution of the Contract.

Contract Term - The calendar period stated in the Contract and/or Form of Proposal for the completion of the project and/or Contract as specified.

Contractor - The person, firm, or corporation with whom the Owner has executed the Contract.

Form of Proposal - The offer or proposal of the bidder submitted on the prescribed form setting forth the prices for the material and/or services to be furnished.

Modification - Any written amendment of any of the contract documents (including change orders) duly executed and delivered after executions of the Contract.

Notice - Written notice shall be deemed to have been duly served if delivered in person or electronically via email or website download to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or to an authorized representative of such individual, firm or corporation.

Number - The singular shall be deemed to include the plural, and the plural the singular, as the context may require and is the masculine gender.

Owner - During bidding procedures, the Owner shall be represented by the Erie Area Council of Governments Joint Municipal Bidding Committee. During the Bidder selection and contract terms selection, and after the finalization of the Contract with the individual Participants, the Owner shall generally be understood to be the Participants named in the contract document and/or each Contract.

Participants - Those current member municipalities of the Erie Area Council of Governments and other specified Municipalities, Municipal Authorities, and School districts who hereby desire to participate in the Erie Area Council of Governments Joint Municipal Bidding Program. These municipalities shall include the County of Erie, City of Erie; Boroughs of Albion, Edinboro, Girard, Union City and Wesleyville; the Townships of Fairview, Franklin, Girard, Greene, Greenfield, Harborcreek, Lawrence Park, LeBoeuf, Millcreek, North East, Summit, Union and Venango.

Security - Bid bond, performance bond, payment bond, certified check, and other instruments of security, furnished by the bidder and his surety in accordance with the contract documents.

ARTICLE II - AWARD, EXECUTION OF DOCUMENTS, DELIVERY OF BONDS

The award of the Contract, if it is awarded, will be to the lowest responsible Bidder whose qualifications indicate the award will be in the best interest of the Owner and whose proposal complies with all the prescribed requirements. No award will be made until the Owner has concluded such investigations as deemed necessary to establish the responsibility, qualifications and financial ability of the Bidder to complete the project or to provide the requested material, supplies, equipment, product and/or services to the satisfaction of the Owner, within the time prescribed. **The Owner reserves the right to reject the bid of any Bidder who does not pass such investigation to the Owner's satisfaction.**

The Owner reserves the right to reject any or all bids, in whole or part, and to waive any informality in bids received when such is in the best interest of the Owner and to reject the bid(s) of a Bidder who in the opinion of the Owner is not in a position to perform the Contract. Each municipality reserves the right to reject any bid, without jeopardizing the bid price to those municipalities who desire to award or accept the bid.

In analyzing bids, the Owner may take into consideration alternates and unit prices if requested by the Form of Proposal. The Owner will give the successful Bidder written notice of the award within sixty (60) day after the opening of the bids. The Owner shall be required to take the proper action to accept or reject the bids submitted with sixty (60) days of the bid opening.

Each municipality will execute its own Contract or purchase order with the successful Bidders and shall be liable only for supplies, equipment, material, product and/or services contracted for by itself. Each successful Bidder shall be required to invoice each participating municipality separately.

Upon notification and within ten (10) days of the execution of the contract documents and at the discretion of the municipality the vendor may be required to deliver a performance bond as security for the faithful performance of this Contract. The performance bond will be provided payable to the municipality. The performance bond shall be in the amount of fifty percent (50%) of the Contract amount based on the estimated quantities of the awarding municipality detailed elsewhere and the bidder's proposed price.

Failure of the successful Bidder to execute the contract documents and deliver any required security within ten days (10) of the notification of the award shall be just cause for the Owner to annul the award and declare the bid and any guarantee thereof forfeited.

The bid security of all Bidders except that of the two (2) apparent lowest Bidders will be returned within one (1) month of the bid opening. The bid security of the two (2) apparent lowest bidders will be returned upon finalization of the agreement with the successful Bidder.

ARTICLE III - REQUIREMENTS FOR SIGNING BIDS

Each bid must give the full business name and address of the Bidder and be signed by him with his usual signature. All bids must be signed. Bids which are not signed by the individual making them, should have attached thereto a power-of-attorney evidencing authority to sign the bid in the name of the person for whom it is signed. Bids by partnership must furnish the full name of all partners and must be signed in the partnership name by all of the partners or by an attorney-in-fact.

If signed by an attorney-in-fact, there should be attached to the bid a power-of-attorney evidencing authority to sign the bid(s) executed by the partners. Bids by corporations must be signed with the legal name of the corporation, followed by the name of the state of incorporation and by the signature of the president or vice-president, or other officer of the corporation authorized to bind it in these matters; together with the impression of the corporate seal, attested by the secretary of the corporation. When requested by the Owner, satisfactory evidence of the

authority of the officer signing in behalf of the corporation shall be furnished.

ARTICLE IV - CERTIFIED STATEMENTS

Bidders may be required to submit sworn statements of their financial responsibility, technical qualifications, previous experience, performance record or other pertinent data designed to indicate the Bidder's capability to execute this Contract competently and successfully.

ARTICLE V - CHANGES WHILE BIDDING

During the bidding period, Bidders may be furnished with addenda for additions or alteration to the bidding specifications. These shall be included in the bid proposal and shall become a part of the contract documents. The Bidder shall be required to indicate the receipt of such addenda.

ARTICLE VI - WITHDRAWAL OF BIDS

Any Bidder may withdraw his bid at any time prior to the scheduled time for the receipt of bids. No bid may be withdrawn after the time and date set forth in the Notice to Bidders, which indicates when bids shall be opened. Negligence on the part of the Bidder in preparing the bid confers no right for the withdrawal of the bid after it has been opened.

ARTICLE VII - CONTRACT MODIFICATION

After the contract date, **the EACOG member and joint bidding participants reserve the right to enter into a Contract with a successful Bidder--**utilizing the initial or established bidding terms, conditions and prices--for any supplies, product, material, equipment and/or services that were included in the successful Bidders' initial joint bid proposal. This procedure will permit a participating municipality to fulfill its municipal code's purchasing regulations and furthermore allow a participating municipality to enter into a Contract with a successful Bidder, even though that municipality was not included in the initial bid request. **This provision is not extended to municipalities that are neither EACOG members nor Joint Bidding participants, a list of eligible participants is included in the Special Conditions section.**

If for any reason, the initial bidding specifications include or fail to include a minor and/or closely related requirement--that is desirable of the Owner to change, add to or delete from the awarded Contract--the Owner shall have the right, through the issuance of a change order and granting approval of the Contractor, to change, add to or delete from the Contract, such minor or closely related requirements. (Examples of changes, additions or deletions of minor or closely related requirements

shall include, but are not limited to--colors, sizes or accessory equipment).

ARTICLE VIII - VERBAL STATEMENTS

No verbal or oral interpretation of plans or specifications will be given before the award of the Contract. Discrepancies, omissions, or doubts as to the meaning of plans or specifications should be communicated to the Owner in writing for clarification. Any interpretation made will be in the form of an addendum to the specifications which will be forwarded to all Bidders. See Article V.

ARTICLE IX - CONTRACT DURATION

Unless otherwise noted or specified, all Contracts shall commence with the Contract Date and expire on May 30, 2022 or on May 30th of subsequent years if extended by mutual agreement. Those municipalities having Contracts for supplies, equipment, material, product and/or services whose term extends into the period covered by this Contract time will have the right to participate in a Contract with the successful Bidder as their individual obligations expire.

ARTICLE X - BIDS OR PROPOSALS

All bids must be indicated upon the Form of Proposal attached hereto. Bidders shall submit the completed bid documents either by mail drop off or delivery. All proposals must be addressed as outlined in this document. The Bidders may bid on any or all items called for in the Form of Proposal; if an item or alternate is called for on a type of equipment or material or method on which the Bidder does not desire to bid, he may insert the words "No Bid" in the space provided for prices on such item(s) or alternate(s). If it is determined by the Owner to use alternate type of equipment, type of material, or method--the fact that the cost of an alternative type of equipment, material or method bid by a Bidder may be lower than that chosen, shall not constitute the basis or a claim by the Bidder that the Contract shall be awarded to him. In the case that a Bidder desires to bid on an alternate, he shall set forth in the space provided in the Form of Proposal the explanation and amount to be added or deducted from the base bid. If an alternate price called for does not involve a change in price, the Bidder shall so indicate by inserting the words "No Change" in the space provided. If any type of discount is offered by the Bidder for prompt payment of bills or other consideration, such may also be set forth on the Form of Proposal.

Erasures or changes in a bid must be explained or noted over the signature of the Bidder. Bids containing any conditions, omissions, unexplained erasures or alterations or items not called for in the proposal or

irregularities of any kind, may be rejected by the Owner as being incomplete.

Bids shall be accompanied by bid security as provided in the Special Conditions section.

ARTICLE XI - DEVIATIONS/ ALTERNATE PROPOSALS

Bidders desiring to submit proposals on materials, supplies, product, equipment and/or services in substantial conformance to these specifications but not meeting some details of the specifications exactly, shall list the specific deviations in the space provided in the Form of Proposal. Bidders should be aware that such a bid will be thoroughly evaluated but that it also will be considered as an alternate bid within the meaning of Article X and, therefore, the Owner does not obligate itself to award the Contract to such a Bidder although this bid price may be lower than the lowest bid in conformance with these Specifications. The Owner reserves the right to decide which bid most nearly meets the intent of these Specifications.

ARTICLE XII - BIDDERS' S RESPONSIBILITY

Each Bidder is required to familiarize himself with all of the attached forms, including but not necessarily limited to Notice to Bidders, Instructions to Bidders, Special Conditions, Detail Specifications, and form of proposal. Each Bidder will be held responsible to fully comply therewith. Each Bidder must acquaint himself thoroughly with the conditions under which materials, supplies, equipment, product and/or services shall be utilized.

ARTICLE XIII - QUANTITIES

The estimated quantities given in the Special Conditions are for bidding purposes only. **The estimated quantities are based on each municipality's estimated volume for the period. The Owner does not guarantee any given quantity.** The municipalities may purchase more or less than the estimated amounts, and the vendor may not assume that these estimates are a part of the Contract. The vendor shall be required to supply the participating municipalities on an as-needed basis, throughout the Contract duration.

ARTICLE XIV - TAXES

All bid prices are to be less Federal, State or local taxes except as required by law.

JOINT BIDDING SPECIFICATION

CULVERT AND DRAINAGE PIPE, COUPLER AND TEES

ERIE AREA COUNCIL OF GOVERNMENTS

JOINT BIDDING COMMITTEE

April 19, 2021

Administered by:

Erie Area Council of Governments
150 East Front St. Suite 300
Erie, PA 16507
814-454-1770
jhkunco@erieareacog.org

**ERIE AREA COUNCIL OF GOVERNMENTS'
JOINT BIDDING COMMITTEE
SPECIAL CONDITIONS
2021**

CULVERT AND DRAINAGE PIPE

General

Bids are requested for a variety of culvert pipe and drainage pipe of varying sizes for the Boroughs of Albion and Edinboro, and the Townships of Fairview, Franklin, Girard, Greenfield, Harborcreek, Lawrence Park, Millcreek, and Union with the same bid prices available to the following Erie Area Council of Governments members: the City of Erie, the Boroughs of Girard, Union City and Wesleyville and the Townships of Greene, LeBoeuf, North East, Summit and Venango. Prices submitted through this joint bid process are for these participants only.

The lowest responsible bidder and the contract award shall be determined by each participating municipality calculating the lowest, combined, delivered, per foot prices for culvert and drainage pipe sizes and auxiliary equipment anticipated to be most commonly utilized by each municipality during the contract term.

Bid security shall be **\$500** in the form of Bid Bond or certified check made payable to the Erie Area Council of Governments.

Special Conditions:

All pipe and bands shall conform to Pennsylvania Department of Transportation's Specifications found in Publication 408 including all current revisions whenever possible. Please provide a written explanation if you are recommending materials that are not PennDOT approved. Bidders are encouraged to include product specification sheets.

Delivery locations:

<u>Harborcreek Township:</u> 5601 Buffalo Rd. Harborcreek, PA 16421	<u>Millcreek Township:</u> 3608 West 26 th St. or project site	<u>Franklin Township:</u> 10411 Rt 98 Edinboro, PA 16412
<u>Summit Township:</u> 1230 Townhall Rd. West Erie, PA 16509	<u>Union Township</u> 16300 Rt-8 Union City, PA	<u>Greenfield Township</u> 11184 Rich Hill Rd. North East, PA 16428
<u>Borough of Edinboro:</u> 124 Meadville St. Edinboro, PA 16412	<u>Girard Township</u> 10140 Ridge Rd Girard, PA	<u>Fairview Township</u> 7471 McCray Rd. Fairview, PA 16415

Pick up prices are requested for: Albion Borough, Girard Township and Lawrence Park Township

ERIE AREA COUNCIL OF GOVERNMENTS
JOINT BIDDING COMMITTEE
2021
Form of Proposal

Corrugated Metal Pipe
Materials Requested with Quantities:

Approximate Bid Quantities are as follows:

<u>Corrugate Metal Pipe (CMP)</u>		
<u>Size</u>	<u>Linear feet</u>	<u>Municipality</u>
12 in	20	Lawrence Park
Arched Pipe 10 gu (77"x52") aluminized*	40	Greenfield Twp
Aluminum Box culvert (13'7" x 4'7")**	1	Greenfield Twp

Delivery locations:

Greenfield Township:
11184 Rich Hill Rd
North East, PA 16428

Corrugated Metal Pipe:
Form of Proposal

I/We have investigated the availability of the materials, equipment or supplies specified and propose to furnish and deliver the items designated at the following prices:

Prices for **Corrugated Metal Pipe** with bands as needed.

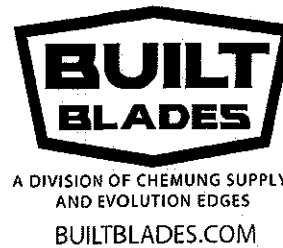
CMP 15" Pipe \$ 29.00 / ft CMP bands \$ 29.00 / each

CMP 12" Pipe \$ 26.00 / ft CMP Bands \$ 26.00 / each

10 gauge Arched Pipe* \$ 325.00 /ft

Box Culvert**:\$ 25,750.00 /per *see attached letter

Delivery requirements:



HEADQUARTERS:
2420 CORNING ROAD
PO BOX 527
ELMIRA, NY 14902
PHONE: 607-733-5506
FAX: 607-732-5379

April 30, 2021

Erie Area COG
150 East Front Street, Suite 300
Erie PA 16507

Re: Culvert & Drainage Pipe, Couplers & Tees Bid
Box Culvert

40.5 LF length, 13'7" span x 4'7" rise aluminum box culvert (structure #23-F6) consisting of 0.150" thick shell plates, type II haunch ribs on 18" c/c and type VI crown ribs of 18" c/c with full invert and two (2) aluminum toe walls. The structure design is based upon 1.5" minimum to 2.5' maximum cover for HS-25 loading conditions. A minimum of 4,000#/sf of bearing capacity would be required to use the full invert.
Lump sum price \$27,750.00

Thank you for the opportunity of bidding.

Chemung Supply Corp.

Carl H Perine

ERIE AREA COUNCIL OF GOVERNMENTS
JOINT BIDDING COMMITTEE

DETAIL SPECIFICATIONS
2021
CULVERT AND DRAINAGE PIPE

General

Detail Specifications following are intended to outline minimum acceptable standards for materials, equipment, and supplies furnished under this Contract. All materials and supplies furnished shall be new, of first quality, and the best of its respective type for the use intended. The Detailed Specifications should be read and understood in conjunction with the Special Conditions.

Corrugated and Perforated Polyethylene (HDPE)

Corrugated and Perforated Polyethylene (HDPE) Pipe 100% Virgin Resin and Optional, Recycled Resin Content (Specify Maximum Recycled Content) - All pipe, couplers, end caps and tees shall conform to Pennsylvania Department of Transportation's Specification Publication 408 including all current revisions.

For round culvert smooth interior pipe all couplers should provide soil tight joints such as ADS Pro Link Ultra, Hancor Sure-Lok, Lane or approved equals. Quotes for couplers not meeting this requirement are invited and should be noted in the Proposed Alternate section of the Form of Proposal.

All stormwater and drainage pipe shall be High-Density Polyethylene unless otherwise noted in the Proposed Alternate section of the Form of proposal.

Proposed prices for an estimated quantity of 15,000 feet are to be indicated for round culvert smooth interior pipe, oblong culvert pipe with corrugated interior, and round perforated drainage pipe both unwrapped and wrapped with filter fabric, with other details to be indicated on the spaces provided in the Form of Proposal.

Bids are requested for corrugated polyethylene pipe and various couplers and tees delivered or picked up by the participating municipalities of the Borough of Albion, Edinboro, the Townships of Fairview, Franklin, Girard, Greenfield, Harborcreek, Lawrence Park, Millcreek, and Union with the same bid prices available to the following Erie Area Council of Governments members: the City of Erie, Boroughs of Girard, Union City and Wesleyville, the Townships of Greene, LeBeouf, North East, Summit and Venango.

Delivery is required within ten (10) working days of notification. Owners shall order in truck-load lots if annual estimated order is a truck-load or greater. All other estimated annual orders shall be placed as a single order by each respective owner.

**ERIE AREA COUNCIL OF GOVERNMENTS
JOINT BIDDING COMMITTEE**

**FORM OF PROPOSAL
2021**

CULVERT AND DRAINAGE PIPE

I/We have investigated the availability of the materials, equipment or supplies specified and propose to furnish and deliver the items designated at the following prices:

Prices should reflect the Total Volume of all municipalities seeking bids. Please provide as comprehensive a price list as possible.

1) CORRUGATED POLYETHYLENE (HDPE) WITH 100% VIRGIN RESIN

**All prices for delivery
Prices Per Foot for Smooth Interior Pipe
ROUND**

Non-integral:	Manufacturer:	ADS	Description:	
100% virgin resin	\$ per foot	\$ each:		
Size	Pipe	Coupler	Tee	Elbow
6"	1.78	2.23	18.07	17.37
8"	2.80	3.28	26.40	24.09
12"	5.02	5.29	71.42	56.09
15"	7.02	9.07	104.12	81.83
18"	8.84	16.88	164.07	110.48
24"	15.09	23.94	276.24	232.45
30"	22.00	42.09	459.82	359.79
36"	28.03	42.74	766.62	592.49
Integral:	Manufacturer:	ADS	Description:	
	Pipe			
6"	1.82			
8"	2.86			
12"	4.66			
15"	6.81			
18"	8.70			
24"	14.14			
30"	21.79			
36"	26.72			
42"	38.10			
48"	44.00			
60"	82.77			

**ERIE AREA COUNCIL OF GOVERNMENTS
JOINT BIDDING COMMITTEE
FORM OF PROPOSAL
2021**

2) OPTIONAL: CORRUGATED POLYETHYLENE (HDPE) WITH RECYCLED RESIN CONTENT

NOTE: Specify maximum recycled content _____ %

Prices Per Foot for recycled content Smooth Interior Pipe

ROUND

	Manufacturer:	ADS	Description:	
Size		\$ per foot	\$ per coupler	
Non-Integral:		Pipe	Coupler	
6"		1.75	2.23	
8"		2.74	3.28	
12"		4.65	5.29	
15"		6.57	9.07	
18"		8.59	16.98	
24"		13.88	23.94	
30"		21.11	42.09	
36"		26.45	42.74	

NOTE: Specify maximum recycled content _____ %

Size	Manufacturer:	ADS	Description:	
Integral:		Pipe \$ for foot	Coupler \$ per	
6"		1.75	2.23	
8"		2.74	3.28	
12"		4.65	5.29	
15"		6.57	9.07	
18"		8.59	16.88	
24"		13.88	23.94	
30"		21.11	42.09	
36"		26.45	42.74	
42"		36.67	55.10	
48"		41.64	74.05	
60"		81.72	104.60	

**ERIE AREA COUNCIL OF GOVERNMENTS
JOINT BIDDING COMMITTEE**

**FORM OF PROPOSAL
2021**

CULVERT AND DRAINAGE PIPE

CORRUGATED POLYETHYLENE (HDPE) WITH 100% VIRGIN RESIN

OBLONG

Subsurface Drainage Wrapped With Filter Fabric*:

Oblong:	Pipe	Coupler	End Cap	Outlet End	
12"	NO BID				
15"					
18"					
Round:					
Perforated:	Unwrapped	Wrapped*	Coupler	End cap	Tee
4"	.50	.67	3.00	3.00	10.00
6"	1.31	1.58	4.00	4.00	12.00

* With Class 1 Geotextile Filter Fabric

OPTIONAL: CORRUGATED POLYETHYLENE (HDPE) WITH RECYCLED RESIN CONTENT
Subsurface Drainage Wrapped With Filter Fabric*:

Oblong:	Pipe	Coupler	End Cap	Outlet End	
12"	NO BID				
15"					
18"					
Round:					
Perforated:	Unwrapped	Wrapped*	Coupler	End cap	Tee
4"	.48	.65	3.00	3.00	10.00
6"	1.26	1.53	4.00	4.00	12.00

*With Class 1 Geotextile Filter Fabric

NOTE: Specify Maximum Recycled Content:

Oblong n/a %
Round n/a %

ERIE AREA COUNCIL OF GOVERNMENTS
JOINT BIDDING COMMITTEE

FORM OF PROPOSAL
2021
CULVERT AND DRAINAGE PIPE

Delivery Requirements: specify minimum quantities, related delivery requirements, charges and any discounts applied for pick up.

**FORM OF PROPOSAL
2021**

Bidders desiring to furnish material in substantial compliance with these specifications but differing slightly in some respects shall be required to indicate in the spaces provided below IN DETAIL the specific deviations of the unit they propose to furnish. A proposal containing no entries in these spaces below will be assumed by the Municipalities as being in complete compliance with these specifications.

[illegible]

**FORM OF PROPOSAL
2021
CULVERT AND DRAINAGE PIPE**

I/We hereby certify that I/we have read, understand, and agree to all the conditions outlined in the Solicitation of Bids, Instructions to Bidders, Special Conditions, Detail Specifications, and all other parts of the Documents. I am/we are the only person(s) interested in the Proposal as principal(s). This Proposal is made without collusion with any person, firm or corporation.

Date 4/28/21

18

AIA Document 310 - 2010 Bid Bond

CONTRACTOR (Name, legal status and address):

Chemung Supply Corporation

2420 Corning Road

Elmira, NY 14903

SURETY (Name, legal status and principal place of business):

Fidelity and Deposit Company of Maryland

1299 Zurich Way

Schaumburg, IL 60196-1056

OWNER (Name, legal status and address):

Erie Area Council of Governments

150 East Front Street

Erie PA 16507

Bond Amount: five hundred dollars & no cents

PROJECT : (Name, location or address, and Project number, if any):

furnish culvert and drainage pipe, couples and tees

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters in to a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner 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. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed by the Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 25th day of March, 2021.

Susan M. Cami
(Witness)

(Seal)

John M. Deming
(Witness)

(Seal)

Marc P. Stemerman
(Principal) (Seal)

Marc P. Stemerman President
(Title)

Fidelity and Deposit Company of Maryland
(Surety)

Kelly Shaw
(Title) Kelly Shaw, Attorney-in-Fact

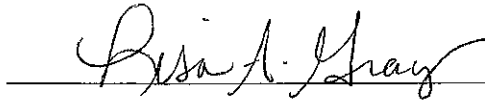
ACKNOWLEDGEMENT PAGE

CORPORATION

STATE OF NEW YORK

COUNTY OF Chemung SS

ON THIS 25th DAY OF March 20 21 BEFORE ME PERSONALLY CAME
Marc P. Stemberman TO ME PERSONALLY KNOWN AND KNOWN TO ME TO
BE President OF Chemung Supply Corp.
THE CORPORATION DESCRIBED IN AND WHICH EXECUTED THE FOREGOING INSTRUMENT AS PRINCIPAL, WHO BEING BY
ME DULY SWORN, DID DEPOSE AND SAY: THAT HE RESIDES Elmira, NY THAT HE IS
President OF THE SAID Chemung Supply Corp. AND KNOWS
THE CORPORATE SEAL THEREOF: THAT THE SEAL AFFIXED TO THE FOREGOING INSTRUMENT IS THE CORPORATE SEAL
OF SAID COMPANY AND WAS AFFIXED THERETO BY AUTHORITY OF THE BOARD OF DIRECTORS OF SAID COMPANY,
AND THAT HE SIGNED HIS NAME THERETO BY THE LIKE AUTHORITY AS President OF SAID
COMPANY.



NOTARY PUBLIC

LISA A. GRAY
Notary Public, State of New York
Chemung County No. 01GR6382476
Commission Expires October 29, 20 22

FOR INDIVIDUAL OR PARTNERSHIP

STATE OF NEW YORK

COUNTY OF _____ SS

ON THIS _____ DAY OF _____ 20 _____, BEFORE ME PERSONALLY CAME
_____ TO ME KNOWN TO BE
THE PERSON _____ DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AS PRINCIPAL _____, AND
ACKNOWLEDGED THAT _____ HE _____ EXECUTED THE SAME.

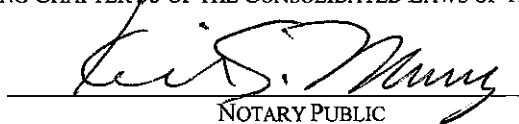
NOTARY PUBLIC

NOTARY JURATS

STATE OF NEW YORK

COUNTY OF CHEMUNG SS

ON THIS 25TH DAY OF MARCH IN THE YEAR 2021 BEFORE ME PERSONALLY CAME KELLY SHAW TO ME KNOWN, WHO,
BEING BY ME DULY SWORN, DID DEPOSE AND SAY, THAT HE RESIDES IN THE VILLAGE OF ELMIRA HEIGHTS, NEW YORK;
THAT HE WAS THE ATTORNEY-IN-FACT OF THE FIDELITY AND DEPOSIT COMPANY OF MARYLAND, THE CORPORATION
NAMED IN AND WHICH EXECUTED THE WITHIN 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 HE SIGNED HIS NAME THERETO BY LIKE ORDER. AND THAT
THE LIABILITIES OF SAID COMPANY DO NOT EXCEED ITS ASSETS AS ASCERTAINED IN THE MANNER PROVIDED IN
SECTION 183 OF THE INSURANCE LAW, CONSTITUTING CHAPTER 33 OF THE CONSOLIDATED LAWS OF THE STATE OF
NEW YORK.



NOTARY PUBLIC

KEVIN SHEEHAN MURRAY
Notary Public, State of New York
Chemung County No. 01MU6368223
Commission Expires December 11, 20 21

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Kevin MURRAY, Gayle MORSE, Kelly SHAW, Kathleen FETTERMAN, Morgan CHAMBERLIN, JoAnne M. STOWELL, Pamela MORSE, Joan W. SHRIMP and Steven SUMNER**, all of Elmira, New York **EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 6th day of February, A.D. 2019.



ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: *Robert D. Murray*
Vice President

By: *Dawn E. Brown*
Secretary

**State of Maryland
County of Baltimore**

On this 6th day of February, A.D. 2019, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2019

THE FIDELITY AND DEPOSIT COMPANYOF MARYLAND
1299 Zurich Way Schaumburg, IL 60196**Statement of Financial Condition**
As Of December 31, 2020**ASSETS**

Bonds.....	\$ 262,624,334
Stocks	19,715,392
Cash and Short-Term Investments	3,219,781
Reinsurance Recoverable	17,293,466
Federal Income Tax Recoverable.....	114,253
Other Accounts Receivable	29,083,530
TOTAL ADMITTED ASSETS.....	\$ 332,050,756

LIABILITIES, SURPLUS AND OTHER FUNDS

Reserve for Taxes and Expenses	\$ 539,588
Ceded Reinsurance Premiums Payable	43,847,005
Remittances and Items Unallocated	0
Payable to parents, subs and affiliates	0
Securities Lending Collateral Liability.....	0
TOTAL LIABILITIES	\$ 44,413,593
Capital Stock, Paid Up	\$ 5,000,000
Surplus.....	282,637,163
Surplus as regards Policyholders.....	287,637,163
TOTAL	\$ 332,050,756

Securities carried at \$165,065,329 in the above statement are deposited with various states as required by law.

Securities carried on the basis prescribed by the National Association of Insurance Commissioners. On the basis of market quotations for all bonds and stocks owned, the Company's total admitted assets at December 31, 2020 would be \$346,439,970 and surplus as regards policyholders \$302,026,377.

I, LAURA J. LAZARCZYK, Corporate Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing statement is a correct exhibit of the assets and liabilities of the said Company on the 31st day of December, 2020.

DocuSigned by:

Laura J. Lazarczyk

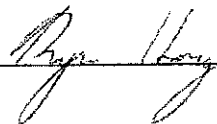
42DF69B47437480...

Corporate Secretary

State of Illinois }
City of Schaumburg } SS:

Subscribed and sworn to, before me, a Notary Public of the State of Illinois, in the City of Schaumburg, this 15th day of March, 2021.

RYAN HORGAN
Official Seal
Notary Public - State of Illinois
My Commission Expires Dec 10, 2024



Notary Public



SANCTIONS EXCLUSION ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

The following exclusion is added to the policy to which it is attached and supersedes any existing sanctions language in the policy, whether included in an Exclusion Section or otherwise:

SANCTIONS EXCLUSION

Notwithstanding any other terms under this policy, we shall not provide coverage nor will we make any payments or provide any service or benefit to any insured, beneficiary, or third party who may have any rights under this policy to the extent that such cover, payment, service, benefit, or any business or activity of the insured would violate any applicable trade or economic sanctions law or regulation.

The term policy may be comprised of common policy terms and conditions, the declarations, notices, schedule, coverage parts, insuring agreement, application, enrollment form, and endorsements or riders, if any, for each coverage provided. Policy may also be referred to as contract or agreement.

We may be referred to as insurer, underwriter, we, us, and our, or as otherwise defined in the policy, and shall mean the company providing the coverage.

Insured may be referred to as policyholder, named insured, covered person, additional insured or claimant, or as otherwise defined in the policy, and shall mean the party, person or entity having defined rights under the policy.

These definitions may be found in various parts of the policy and any applicable riders or endorsements.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED