

**ERIE AREA COUNCIL OF GOVERNMENTS
JOINT BIDDING COMMITTEE
2022**

**BID # 2022 – 6
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: Green Distributors Co., Inc.
ADDRESS: 8260 Johnson Road
Erie, Pa. 16509
CONTACT NAME: Donald R. Wurst, Jr.
PHONE #: 814/864-4956
E-MAIL: greendist@hotmail.com
DATE: 5/5/22

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, 2022

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, Cranesville, Edinboro, Girard, Union City, and Wesleyville, the Townships of Amity, Fairview, Franklin, Girard, Greene, Greenfield, Harborcreek, Lawrence Park, LeBoeuf, Millcreek, North East, Springfield, 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 Thursday, May 5, 2022 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 5, 2022 at 1:00 pm at the
Harborcreek Township Building
5601 Buffalo Rd. Harborcreek, PA 16421

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, Cranesville, Edinboro, Girard, Union City and Wesleyville; the Townships of Amity, Fairview, Franklin, Girard, Greene, Greenfield, Harborcreek, Lawrence Park, LeBoeuf, Millcreek, North East, Springfield, 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 On 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, 2023 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, 2022

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
2022**

CULVERT AND DRAINAGE PIPE

General

Bids are requested for a variety of culvert pipe and drainage pipe of varying sizes for the Borough of Albion, Edinboro, the Townships of Franklin, Girard, Greenfield, Harborcreek, Lawrence Park, Millcreek, and Venango with the same bid prices available to the following Erie Area Council of Governments members: the City of Erie, Boroughs of Cranesville, Girard, Union City and Wesleyville, the Townships of Amity, Fairview, Greene, LeBeouf, North East, Springfield, Summit, and Union. 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:

Harborcreek Township
5601 Buffalo Rd.
Harborcreek, PA 16421

Millcreek Township
3608 West 26th St.
or project site

Franklin Township
10411 Rt 98
Edinboro, PA 16412

Lawrence Park Township
Erie, PA 16511

Albion Borough
36 Bessemer St
Albion, PA

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

Borough of Edinboro
124 Meadville St.
Edinboro, PA 16412

Girard Township
10140 Ridge Rd
Girard, PA

Venango Township
9141 Townhall Rd
Wattsburg, PA

ERIE AREA COUNCIL OF GOVERNMENTS
JOINT BIDDING COMMITTEE
2022
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>Municipality</u>
Box culvert**		10' x 4' 10" x 40'	Greenfield Twp
Arch Pipe	10 gauge	57" x 38" x 40'	Greenfield Twp
Arch pipe	10 gauge	112" x 75" x 40'	Greenfield Twp

Delivery location:

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:**

<u>Arch Pipe</u>	<u>10 gauge</u>	<u>57" x 38" x 40'</u>	<u>\$ No Bid /ft</u>
<u>Arch pipe</u>	<u>10 gauge</u>	<u>112" x 75" x 40'</u>	<u>\$ No Bid /ft</u>
<u>Box Culvert** (see above):</u>	<u>\$</u>	<u>No Bid</u>	<u>/per</u>

Delivery requirements:

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

**DETAIL SPECIFICATIONS
2022
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 Venango with the same bid prices available to the following Erie Area Council of Governments members: the City of Erie, Boroughs of Cranesville, Girard, Union City and Wesleyville, the Townships of Amity, Greene, LeBeouf, North East, Springfield, Summit, Union 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
2022**

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:	AASHTO-PLAIN END
100% virgin resin	\$ per foot	\$ each:		
Size	Pipe	Coupler	Tee	Elbow
6"	N/A	5.61	33.19	26.07
8"	N/A	8.11	49.00	41.09
12"	13.23	10.56	166.48	112.60
15"	18.94	17.59	248.84	156.64
18"	25.25	27.55	349.09	219.76
24"	40.90	37.50	539.71	434.53
30"	60.39	118.43	1,089.12	899.32
36"	75.18	164.98	1,465.12	1,198.24
Integral:	Manufacturer:	ADS	Description:	AASHTO-IB
	Pipe			
6"	6.17	5.61	33.19	26.07
8"	9.10	8.11	49.00	41.09
12"	13.23	10.56	166.48	112.60
15"	18.94	17.59	248.84-PE	156.64-PE
18"	25.25	27.55	349.09-PE	219.76-PE
24"	40.90	37.50	539.71-PE	434.53-PE
30"	60.39	118.43	1,089.12-PE	899.32-PE
36"	75.18	164.98	1,465.12-PE	1,198.24-PE
42"	99.99	269.68	No Bid	No Bid
48"	123.13	279.06	No Bid	No Bid
60"	234.55	408.05	No Bid	No Bid

ADS-ADVANCED DRAINAGE SYSTEMS

**ERIE AREA COUNCIL OF GOVERNMENTS
JOINT BIDDING COMMITTEE
FORM OF PROPOSAL
2022**

- 2) **OPTIONAL: CORRUGATED POLYETHYLENE (HDPE) WITH RECYCLED RESIN CONTENT**
NOTE: Specify maximum recycled content 40 %

Prices Per Foot for recycled content Smooth Interior Pipe
ROUND

	Manufacturer:		Description:	
Size		\$ per foot	\$ per coupler	
Non-Integral:	N/A	Pipe	Coupler	
6"				
8"				
12"				
15"				
18"				
24"				
30"				
36"				

NOTE: Specify maximum recycled content 40 %

Size	Manufacturer: ADS		Description:	(ASTM) F2648 STIB
Integral:		Pipe \$ for foot	Coupler \$ per	
6"				
8"				
12"		11.99	13.23	
15"		15.68	18.94	
18"		20.16	25.25	
24"		34.33	40.90	
30"		52.30	60.39	
36"		61.56	75.18	
42"		76.26	99.99	
48"		95.87	123.13	
60"		180.85	234.55	

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

**FORM OF PROPOSAL
2022**

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				
18"	No Bid				
Round:					
Perforated:					
4"	Unwrapped	Wrapped*	Coupler	End cap	Tee
6" 4"	.86	1.05	2.89	1.20	6.05
6"	2.23	2.51	5.76	3.93	13.47

* 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				
18"	No Bid				
Round:					
Perforated:	Unwrapped	Wrapped*	Coupler	End cap	Tee
4"	.81	.96	2.89	1.20	6.05
6"	2.16	2.43	5.76	3.93	13.47

*With Class 1 Geotextile Filter Fabric

NOTE: Specify Maximum Recycled Content:

Oblong _____ %
Round _____ %

ERIE AREA COUNCIL OF GOVERNMENTS
JOINT BIDDING COMMITTEE

FORM OF PROPOSAL
2022
CULVERT AND DRAINAGE PIPE

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

No minimum quantities required

No fees for delivery

No discounts for pick up

**FORM OF PROPOSAL
2022**

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]

ERIE AREA COUNCIL OF GOVERNMENTS
JOINT BIDDING COMMITTEE

FORM OF PROPOSAL
2022
CULVERT AND DRAINAGE PIPE

Accompanying this Proposal is a certified check/bid bond (circle one) in the amount of \$500 dollars made payable to the Erie Area Council of Governments, which is agreed, shall be retained as liquidated damages if the undersigned fails to execute a Contract in conformity with the Contract Documents and furnish any specified bonds within ten (10) days after notification of award of the Contract to the undersigned. It is agreed that this Proposal may not be withdrawn for a period of sixty (60) days from the opening thereof.

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.

Company Green Distributors Co., Inc

Address 8260 Johnson Rd.

Erie, Pa. 16509

ATTEST:

Phone 814/864-4956

E-Mail greendist@hotmail.com

Signed Donald R. Wurst, Jr.

Name Donald R. Wurst, Jr.
(Type or Print)

Title President

Date 5/5/22

Sally Wurst
office manager
(Title)

(SEAL)

GREEN DISTRIBUTORS CO. INC.
8260 JOHNSON ROAD
ERIE, PA 16509

5/5/2022

ERIE AREA COUNCIL OF GOVERNMENTS
JOINT BIDDING COMMITTEE 2022

RE: BID#2022-6
CULVERT AND DRAINAGE PIPE, COUPLERS AND TEES

MOST SUPPLIERS HAVE DECLARED FORCE MAJEURE SO WE MUST PASS ALONG THE FOLLOWING STATEMENT: **DUE TO THE CURRENT SUPPLY CHAIN DISTRUPTIONS, MATERIAL AVAILABILITY AND TIMELINES ON SHIPMENTS CANNOT BE GUARANATEED. THIS STATEMENT SUPERSEDES ALL OTHER CONTRACTUAL PROVISIONS.** PLEASE NOTE THAT THIS IS ONLY IN REGARDS TO DELIVERY REQUIREMENTS, BE ASSURED THAT QUOTED PRICES WILL BE HELD FOR THE DURATION OF THE CONTRACT.

A handwritten signature in black ink, appearing to read "Donald R. Wurst Jr.", with a stylized flourish at the end.

DONALD WURST JR
PRESIDENT

ERIE INSURANCE COMPANY
BID BOND

Know All Men by These Presents,

Bond No. AA1614

That we, Green Distributors Co., Inc.
(hereinafter called the Principal) as Principal and the ERIE INSURANCE COMPANY, of Erie, Pennsylvania, a
corporation duly organized under the laws of the State of Pennsylvania, (hereinafter called the Surety),

as Surety, are held and firmly bound unto Erie County Council of Government

.....hereinafter called the Obligee in the full and just sum of Five Hundred

Dollars and No Cents Dollars, (\$500.00),

good and lawful money of the United States of America, to the payments of which sum of money well
and truly to be made, the said Principal and Surety bind themselves, their and each of their heirs, executors,
administrators, successors and assigns, jointly and severally, firmly by these presents.

Signed, sealed and dated this 5th day of May A.D. 22
Year

THE CONDITION OF THIS OBLIGATION IS SUCH: That, if the Obligee shall make any award within 60
days to the Principal for ... Supply of culverts and drainage pipe

.....
according to the terms of the proposal or bid made by the Principal therefor, and the Principal shall
duly make and enter into a contract with the Obligee in accordance with the terms of said proposal
or bid and award and shall give bond for the faithful performance thereof with the Surety or Sureties
approved by the Obligee; or if the Principal shall, in case of failure so to do, pay the Obligee the damages
which the Obligee may suffer by reason of such failure, not exceeding the penalty of this bond, then
this obligation shall be null and void; otherwise it shall be and remain in full force and effect.

In Testimony Whereof, the Principal and Surety have caused these presents to be duly signed and sealed.

Principal. Green Distributors Co., Inc.

Witness:

By:

Title

ERIE INSURANCE COMPANY

Witness:

By:

Attorney-in-Fact



LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That ERIE INSURANCE COMPANY, a corporation duly organized under the laws of the Commonwealth of Pennsylvania, does hereby make, constitute and appoint

Theodore C. Parker Jr., Peter J. Zaphris, Gary E. McChesney, Amy J. Jones And Mark A. Majewski

individually, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver for and on its behalf, and as its act and deed: any and all bonds and undertakings of suretyship,

Each in a Penalty not to exceed the sum of One Million Dollars \$1,000,000.00 *****

And to bind ERIE INSURANCE COMPANY thereby as fully and to the same extent as if such bonds and undertakings and other writings obligatory in the nature thereof were signed by the appropriate officer of ERIE INSURANCE COMPANY and sealed and attested by one other of such officers, and hereby ratifies and confirms all that its said Attorney(s)-in-Fact may do in pursuance hereof.

The Power of Attorney is granted under and by authority of the following Resolutions adopted by the Board of Directors of ERIE INSURANCE COMPANY on the 2nd day of September, 2016, and said Resolutions have not been amended or repealed:

"RESOLVED, that the Chief Executive Officer, or any Senior Vice President or Vice President shall have power and authority to: (a) Appoint Attorney(s)-in-Fact and to authorize them to execute on behalf of the Company, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and, (b) Remove any such Attorney-in-Fact at any time and revoke the power and authority given to him or her.

RESOLVED, that Attorney(s)-in-Fact shall have power and authority, subject to the terms and limitations of the Power of Attorney issued to them, to execute and deliver on behalf of the Company, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof. The corporate seal is not necessary for the validity of any bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

This Limited Power of Attorney is signed and sealed by facsimiles under and by virtue of the following Resolution adopted by the Board of Directors of ERIE INSURANCE COMPANY on the 2nd day of September, 2016, and said Resolution has not been amended or repealed:

"RESOLVED, that the signature of Timothy G. NeCastro, as Chief Executive Officer of the Company, and the Seal of the Company may be affixed by the following facsimiles on any Limited Power of Attorney for the execution of bonds, undertakings, recognizances, contracts and other writings in the nature thereof, and the signature of Brian W. Bolash, as Secretary of the Company, the Seal of the Company, the signature of Sheila M. Hirsch, as Notary Public, and her notarial seal, may also be affixed by the following facsimiles to any certificate or acknowledgment of any such Limited Power of Attorney, and only under such circumstances shall said facsimiles be valid and binding on the Company."

IN WITNESS WHEREOF, ERIE INSURANCE COMPANY has caused these presents to be signed by its Chief Executive Officer, and its corporate seal to be hereto affixed this 18th day of October, 2016.



Timothy G. NeCastro
Chief Executive Officer

COMMONWEALTH OF PENNSYLVANIA } ss.
COUNTY OF ERIE

On this 18th day of October, 2016, before me personally came Timothy G. NeCastro, to me known, who being by me duly sworn, did depose and say: that he is Chief Executive Officer of ERIE INSURANCE COMPANY, the corporation described in and which executed the above instrument; that he knows the Seal of said corporation; that the Seal affixed to the 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.



My commission expires June 27, 2024
Notary Public

CERTIFICATE

I, Brian W. Bolash, Secretary of ERIE INSURANCE COMPANY, do hereby certify that the original LIMITED POWER OF ATTORNEY, of which the foregoing is a full, true and correct copy, is still in full force and effect as of the date below.

In witness whereof, I have hereunto subscribed my name and affixed corporate Seal of the Company by facsimiles pursuant to the action of the Board of Directors of the Company,



Brian W. Bolash, Secretary

this 5th day of May 2022

SF57 5/20