

**ERIE AREA COUNCIL OF GOVERNMENTS
JOINT BIDDING COMMITTEE
2018**

**BID # 2018 - 6
BREAKAWAY SIGN POSTS & ASSEMBLIES**

**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 #: 607-7330-5506
E-MAIL: cperine@chemungsupply.com
DATE: 4/19/18

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 -- BREAKAWAY SIGN POSTS & ASSEMBLIES
DATE: April 17, 2018

Sealed proposals will be received by the Erie Area Council of Governments' Joint Bidding Committee, acting on behalf of the City of Erie, Edinboro Borough, Lawrence Park, and Venango Townships. 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 bid package number on the exterior of the sealed envelope.

**Bids may be dropped off until 12:00 PM (Noon), Tuesday, May 1, 2018 at:
Erie Area Council of Governments
150 East Front Street, Suite 300
Erie, PA 16507**

or received by mail addressed to the Erie Area Council of Governments' Joint Municipal Bidding Committee at the same address. **Do not submit any bids via e-mail.**

All bids submitted shall be **publicly opened and read aloud at:**
Erie Municipal Building (City Hall)
5th Floor Room 500
626 State Street, Erie, PA 16501
on Tuesday May 1, 2018 at 2:00 P.M.

Items for which bids will be received include:

Breakaway Sign Posts and Assemblies

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 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 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 or future 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 member municipalities shall include but are not limited to the City of Erie; Boroughs of Edinboro, Girard and Wesleyville; the Townships of Franklin, Girard, Greenfield, Harborcreek, Lawrence Park, LeBoeuf, Millcreek, Summit 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 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 contractor may be required to deliver a performance bond as security for the faithful performance of this Contract. The performance bond will be provided to each of the awarding municipalities payable to each 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. Bids shall be signed in ink. 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 bulletins or 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 members 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 was included in the successful Bidders' initial joint bid proposal. This procedure will permit a participating municipality to fulfill its municipal code's bidding 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 by registered mail. 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, 2019 or on May 30th of subsequent years if

extended. 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 or hand delivered. 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.

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, Contract Form, Notice of Award, Special Conditions, Detail Specifications, and forms. 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

BREAKAWAY STEEL SIGN POSTS
AND ASSEMBLIES

ERIE AREA COUNCIL OF GOVERNMENTS

JOINT BIDDING COMMITTEE

April 17, 2018

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**

2018

BREAKAWAY STEEL POSTS AND BREAKAWAY BOLT ASSEMBLIES

Bids are requested, as specified, for the City of Erie, the Borough of Edinboro and the Townships of Lawrence Park, and Venango with the same bid price for each size of Steel Channel Bar Posts, Bolt Assembly and Square Tube Posts available to the following Erie Area Council of Governments members and Joint Bidding participants: Franklin Township, Girard Borough, Girard Township, Greenfield Township, Lawrence Park, Harborcreek Township, Leboeuf Township, Millcreek Township, Summit Township, and Wesleyville Borough.

Approximate Bid Quantities are requested as follows:

Breakaway Steel Posts

Length In Feet	U-Channel Bar Posts		Square Posts		
	Pounds Per Foot (Lb/Ft)	Approximate Quantities	Size (Inches)	Gauge	Approximate Quantities
2 1/2	-	40	2 1/4	12	-
3 *	2 1/2	25	2 1/4	12	50
3 1/2 *	2 1/2	30	2 1/4	12	-
4 *	3	300	2 1/4	12	-
8	2 1/2	20	2	14	10
9	2 1/2	300	2	14	10
10	2 1/2	-	2	14	50
12	2 1/2	15	2	14	-

* With a Tapered or Pointed End for U-Channel Posts

Breakaway Bolt Assemblies: as needed

Standard, Lap Splice,
or other combinations

Square Bolts and Nuts

General Requirements:

Successful bidder shall be required to make delivery of subject Posts and Bolt Assemblies to the participating municipalities. The bid price shall include the bidder's delivery and transportation charges.

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

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

**DETAILED SPECIFICATIONS
2018**

BREAKAWAY STEEL POSTS AND BREAKAWAY BOLT ASSEMBLIES

STEEL CHANNEL BAR POSTS AND BREAKAWAY BOLT ASSEMBLIES

All Steel Channel Bar Posts and Breakaway Bolt Assemblies to be furnished shall conform to the current material specifications of the Pennsylvania Department of Transportation - Specification 408-Section 1103.08. Vendors must be on the Pennsylvania Department of Transportation Bulletin 15 Approved List.

U-Channel Posts

All posts furnished must have three/eights inch (3/8") holes on one inch (1") centers.

Short posts must be furnished with pointed or tapered ends.

All post furnished shall be green.

Square Tube Posts

All posts furnished must have holes seven/sixteenth inch (7/16") [$\pm 1/64$ "] in diameter on one inch (1") centers on all four sides down the entire length. Holes shall be on centerline of each side in true alignment and opposite each other directly and diagonally.

All posts furnished shall have interiors and exteriors galvanized.

Information Required

All bids for Breakaway Steel Posts are to reflect price of standard paint finish for color green. All bids should also reflect, as an option, when available, the price of galvanized paint finish for the color green.

All bidders shall submit Detailed Descriptions and Specifications on Breakaway Steel Posts, Breakaway Bolt Assemblies, Warranties, Packaging Configurations, Installation and Maintenance Directions.

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

FORM OF PROPOSAL

2018

BREAKAWAY STEEL POSTS AND BREAKAWAY BOLT ASSEMBLIES

I/We have investigated the availability of the equipment specified and agree to furnish and deliver all the specified equipment at the following prices:

BASE BID

Price of Each Delivered

Breakaway Steel Posts

U-Channel Bar Posts

Length In Feet	Pounds Per Foot (1 Lb/Ft)	Paint Finish	
		Standard	Galvanized
3	2 1/2	\$ 5.50	\$ 6.95
3 1/2	2 1/2	\$ 6.25	\$ 7.75
4	3	\$ 8.45	\$ 10.50
8	2 1/2	\$ 13.35	\$ 17.25
9	2 1/2	\$ 14.95	\$ 19.25
10	2 1/2	\$ 16.95	\$ 21.50
12	2 1/2	\$ 19.95	\$ 25.20

Galvanized Square Posts

Length In Feet	Size (Inches)	Gauge	Square Base	Ground
				Penetrator
2 1/2	2 1/4	12	\$ 8.50	\$ 9.95
3	2 1/4	12	\$ 9.50	\$ 11.25
3 1/2	2 1/4	12	\$ 11.50	\$ 11.50
4	2 1/4	12	\$ 12.50	\$ 13.25
8	2	14	\$ 16.95	
9	2	14	\$ 20.75	
10	2	14	\$ 21.95	

Breakaway Bolt Assemblies U-Channel

Standard	\$ 9.95	Each - Delivered
Lap Splice	\$ 7.95	Each - Delivered
Other	\$ 6.95	Each - Delivered

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

**FORM OF PROPOSAL
2018**

BREAKAWAY STEEL POSTS AND BREAKAWAY BOLT ASSEMBLIES Con't

Bolts and Nuts

U-Channel	\$ <u>1.25</u>	Each - Delivered
Square Tube	\$ <u>.95</u>	Each - Delivered

Splices

U-Channel	\$ <u>13.95</u>	Each - Delivered
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Bid Prices should reflect the Total Volume of all participants seeking bids.

Delivery Requirements: specify minimum quantities, related delivery requirements:

Alternative Proposal:

Bidders desiring to furnish and deliver the specified equipment 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.

ERIE AREA COUNCIL OF GOVERNMENTS
JOINT BIDDING COMMITTEE

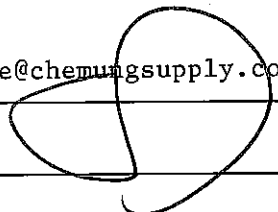
FORM OF PROPOSAL

2018

BREAKAWAY STEEL POSTS AND BREAKAWAY BOLT ASSEMBLIES

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, Erie, Pennsylvania, which is agreed, shall be retained as liquidated damages by the Erie Area Council of Governments 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 Notice to Bidders, Instructions to Bidders, Special Conditions, Detail Specifications, and all other parts of the Contract 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 Chemung Supply Corp
Address PO Box 527
Elmira, NY 14902
Phone 607-733-5506
E-Mail cperine@chemungsupply.com
Signed 
Name Carl H. Perine
(Type or Print)
Title Vice-President
Date 4/19/18

ATTEST:

S. Mauri

witness
(Title)

(SEAL)

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 Suite 300

Erie PA 16507

Bond Amount: Five hundred dollars and no cents

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

furnishing breakaway sign posts and assemblies to participating members

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 19 day of April, 2018

[Signature]
(Witness)

(Seal)

Chemung Supply Corp.

[Signature]
(Principal)

(Seal)

(Title) Marc P. Stemeran President

Fidelity and Deposit Company of Maryland

(Surety)

[Signature]

(Title) Gayle S. Morse

Attorney-in-Fact

[Signature]
(Witness)

(Seal)

**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 Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by MICHAEL BOND, 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 11th day of December, A.D. 2017.

ATTEST:

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



By: *Dawn E. Brown*
Assistant Secretary
Dawn E. Brown

Michael Bond
Vice President
Michael Bond

State of Maryland
County of Baltimore

On this 11th day of December, A.D. 2017, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, MICHAEL BOND, Vice President, and DAWN E. BROWN, Assistant 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, deposed 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



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

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 27 day of March, 20 18.



David McVicker, Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT ALL REQUIRED INFORMATION TO:

Zurich American Insurance Co.
Attn: Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056

ACKNOWLEDGEMENT PAGE

CORPORATION

STATE OF NEW YORK
COUNTY OF Chemung SS

ON THIS 27th DAY OF March 20 18 BEFORE ME PERSONALLY CAME
Marc P. Stemerman 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, New York 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.

SUSANNE M. CARRIER
Notary Public, State of New York
Chemung County No. 01CA4776654
Commission Expires December 31, 2018

Susanne M Carrier
NOTARY PUBLIC

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 26TH DAY OF MARCH IN THE YEAR 2018 BEFORE ME PERSONALLY CAME GAYLE S MORSE TO ME
KNOWN, WHO, BEING BY ME DULY SWORN, DID DEPOSE AND SAY, THAT SHE RESIDES IN THE CITY OF TROY, PA; THAT
SHE WAS THE ATTORNEY-IN-FACT OF THE FIDELITY AND DEPOSIT COMPANY OF MARYLAND, THE CORPORATION
NAMED IN AND WHICH EXECUTED THE WITHIN INSTRUMENT; THAT SHE 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 SHE SIGNED HER 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..

Morgan H Chamberlin
NOTARY PUBLIC

Commonwealth of Pennsylvania
NOTARIAL SEAL
MORGAN H. CHAMBERLIN, Notary Public
Athens Boro, Bradford County
My Commission Expires August 17, 2021

FIDELITY AND DEPOSIT COMPANY

OF MARYLAND

600 Red Brook Blvd., Suite 600, Owings Mills, MD 21117

Statement of Financial Condition
As Of December 31, 2016

ASSETS

Bonds	\$ 141,903,342
Stocks	22,845,654
Cash and Short Term Investments.....	3,080,053
Reinsurance Recoverable.....	13,996,720
Other Accounts Receivable.....	27,147,872
TOTAL ADMITTED ASSETS	\$ <u>208,973,641</u>

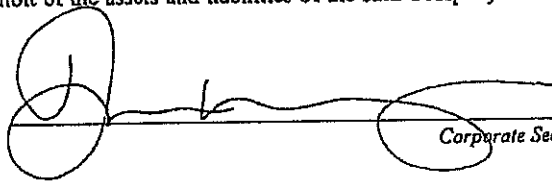
LIABILITIES, SURPLUS AND OTHER FUNDS

Reserve for Taxes and Expenses.....	\$ 896,428
Ceded Reinsurance Premiums Payable	40,193,693
Securities Lending Collateral Liability	0
TOTAL LIABILITIES.....	\$ <u>41,090,121</u>
Capital Stock, Paid Up	\$ 5,000,000
Surplus	162,883,521
Surplus as regards Policyholders.....	167,883,520
TOTAL	\$ <u>208,973,641</u>

Securities carried at \$62,166,344 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, 2016 would be \$209,350,832 and surplus as regards policyholders \$168,260,711.

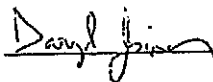
I, DENNIS F. KERRIGAN, Corporate Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing statement is a correct exhibit of the assets and liabilities of the said Company on the 31st day of December, 2016.



 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 1st day of March, 2017.



 Notary Public





ZURICH[®]

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