

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

**BID # 2018 – 1
AGGREGATE AND ROCK MATERIALS**

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

PROPOSAL FROM:

COMPANY: Erie Sand + Gravel Co
ADDRESS: 11 Stanwix St 21st Floor
Pittsburgh, PA 15222
CONTACT NAME: Thomas Kostya
PHONE #: 412-403-9283
E-MAIL: Thomas.Kostya@CarmeuseNA.com
DATE: 4/6/2018

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 -- AGGREGATE AND ROCK MATERIALS
DATE: March 22, 2018

Sealed proposals will be received by the Erie Area Council of Governments' Joint Municipal Bidding Committee, acting on behalf of Townships of Franklin, Girard, Greenfield, Harborcreek, Lawrence Park, LeBoeuf, Millcreek, Venango and the Borough of Edinboro. 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.

Bids may be dropped off until 12:00 PM (Noon), Tuesday April 10, 2018 at our offices:

**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 website or 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, April 10, 2018 at 2:00 P.M.*

Items and services for which bids will be received include:

Aggregate and Rock Materials

The role of the EACOG'S Joint Municipal Bidding Committee is to combine the participating municipality'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 enclosed 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 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 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 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 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 was 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 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 April 30, 2019 or on April 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
AGGREGATE, STONE AND ROCK MATERIALS

ERIE AREA COUNCIL OF GOVERNMENTS
JOINT MUNICIPAL BIDDING COMMITTEE

March 23, 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 MUNICIPAL BIDDING COMMITTEE

SPECIAL CONDITIONS

2018

AGGREGATE and ROCK MATERIALS

Franklin, Girard, Greenfield, Harborcreek, Lawrence Park, LeBoeuf, Millcreek, and Venango Townships and the Borough of Edinboro

General

Bids are requested for a variety of Aggregate and Rock Materials for the Townships of Franklin, Girard, Greenfield, Harborcreek, Lawrence Park, LeBoeuf, Millcreek, Venango, and the Borough of Edinboro with the same bid prices available to the following Erie Area Council of Government members and joint bidding participants: the City of Erie, Girard Borough, Summit Township, and Wesleyville Borough.

The lowest responsible bidder and the contract award shall be determined by the each Municipality calculating the lowest, combined, hauled price for Materials anticipated to be utilized by the Municipality during the contract time.

Bidders are to complete on the space provided in the Form of Proposals, the requested prices, for furnishing the materials specified in the Detailed Specifications for both pick-up and delivered, and a detailed explanation of Proposed Alternatives.

Proposed Alternative shall be evaluated as to its impact on the overall operation, performance, and completion of the work bid.

Each Municipality shall determine whether the proposed alternatives are acceptable or not.

All proposed alternatives shall be made in reference to the respective Detailed Specifications enclosed in this bid package. Bidders may include additional detailed documentation as an attachment.

AGGREGATE MATERIALS

Bids for the each of the Materials shall be quoted per ton both F.O.B. loaded in Municipal trucks and delivered to each respective Municipality.

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

SPECIAL CONDITIONS

2018

AGGREGATE and ROCK MATERIALS

The estimated, combined, yearly volume of Aggregate and Rock Materials required by the Municipalities is as follows:

<u>Aggregate, Rock and Stone Materials</u>	<u>Approximate Quantity in Tons</u>
Type C-Crushed Washed Stone AASHTO No. 57	3,500
AS 1 Anti-Skid Material	10,500
B 19	850
# 67 Limestone	1,100
2 A stone	2,000
#8 stone(glacial stone)	3,000
MH 2A (411)	700
2 RC bank gravel	3,950
Natural #3 stone	600

MISCELLANEOUS PROVISIONS

Aggregate, Gravel and Stone Materials will be picked-up and loaded on Municipality owned or leased trucks at the successful bidders pickup point, as needed, anytime after April 30, 2018. Material Safety Data Sheets are required.

After award, each Municipality will issue a Purchase Order for loading material in a Municipality truck or for delivery. Municipalities choosing delivery will notify the vendor to schedule delivery dates.

The Municipalities normally will haul Aggregate, Gravel and Stone Materials from the source which is the lowest reasonable cost to the each Municipality after taking into consideration length of haul and dead haul.

However, in some instances, each Municipality may select the most economical source based upon other consideration, such as differences in haul time due to terrain or congestion; length of wait at the source; crew productivity based on truck availability and haul distance.

Details of such transactions shall be the responsibility of the respective Municipality, will be on file at their Municipal Office and are subject to review by any awarded vendor on this Contract.

ERIE AREA COUNCIL OF GOVERNMENTS'
JOINT MUNICIPAL BIDDING COMMITTEE

SPECIAL CONDITIONS
2018

AGGREGATE and ROCK MATERIALS

The bidders shall be responsible for submitting bids that will conform to all existing Municipal, State and other Governmental Regulations.

Each Municipality reserves the right to reject any or all Bids.

PERIOD OF CONTRACT

Resulting contract shall remain in effect until April 30, 2018. Each Municipality reserves the right to extend this contract for an additional one (1) year period provided the successful bidder submits a letter of intent sixty (60) days prior to the contract expiration date and bid prices remain in effect for the additional period.

Bid Security shall be 5% of the Total Bid Price and made payable to the Erie Area Council of Governments.

Municipal Contact Information:

If you require Additional Information about specific products or deliveries, please contact:

Edinboro Borough: Chris Motter (814) 923-3519
Franklin Township: Ramona Junkins (814) 734-3521
Girard Township: Ray Branthoover (814) 860-1335
Greenfield Township: Renee Wagner (814) 725-9110
Harborcreek Township: Joe Peck (814) 899-3171
LeBoeuf Township: Catherine Wise (814) 796-4095
Lawrence Park: Ricky Watkins (814) 899-2305
Millcreek Township: Gary Snyder (814) 833-1111
Venango Township: Mike Vogel (814) 460-1750

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

2018

DETAILED SPECIFICATIONS

AGGREGATE AND ROCK MATERIALS

AGGREGATE, ANTI-SKID, GRAVEL and STONE

The materials shall conform, in all respects, to requirements as enumerated in the most current edition of PennDot Publication 408 Section 703. Unless otherwise noted.

ROCK

The material shall conform, in all respects, to requirements as enumerated in the most current edition of PennDot Publication 408. Unless otherwise noted.

**JOINT MUNICIPAL BIDDING COMMITTEE
FORM OF PROPOSAL
2018**

AGGREGATE, STONE and ROCK MATERIALS

I/We have investigated the availability of the specified materials and agree to furnish F.O.B. all the specified materials at the following prices:

**UNIT PRICE PER TON
PICKED-UP AND LOADED
ON MUNICIPAL TRUCKS**

Type C-Crushed Washed Aggregate AASHTO No. 57	\$ <u>21.90</u>
AS -1 Anti-Skid Material	\$ <u>X</u>
B 19	\$ <u>18.40</u>
# 67 Limestone	\$ <u>21.90</u>
2 A stone	\$ <u>18.40</u>
#8 stone(glacial stone)	\$ <u>21.90</u>
MH 2A (411)	\$ <u>18.40</u>
2 RC bank gravel	\$ <u>X</u>
Natural # 3 stone	\$ <u>X</u>

*Bidders Point of Supply 22 ORE DOCK RD, ERIE, PA 16507

Optional Delivered Price per ton to:

	<u>Franklin Township</u> 10411 Rt.98 16412	<u>Girard Township</u> 10140 Ridge Rd 16417	<u>Greenfield Township</u> 11184 Rich Hill Rd.16428	<u>Harborcreek Township</u> 5601 BuffaloRd. 16421
<u>Materials</u>				
Type C-Crushed Washed #57		\$ <u>26.30</u>	\$ <u>26.05</u>	
AS 1 Anti-skid	\$ <u>X</u>	\$ <u>X</u>	\$ <u>X</u>	\$ <u>X</u>
B 19	\$ <u>22.55</u>	\$ <u>22.80</u>		
#67 Limestone	\$ <u>26.05</u>	\$ <u>26.30</u>		
2 A stone			\$ <u>22.55</u>	
#8 stone (glacial)			\$ <u>26.05</u>	
MH 2A (411)		\$ <u>22.80</u>		
2 RC bank gravel		\$ <u>X</u>		
Natural # 3 stone			\$ <u>X</u>	
<u>Location of site:</u>	<u>Edinboro</u> 124 Meadville St. or sewer bldg.	<u>Lawrence Park</u> 4230 Iroquois 16511	<u>Millcreek</u> 3608 West 26 th 16506	<u>LeBoeuf</u> 14270 Flatts Rd. 16441
<u>Materials</u>				
Type C-Crushed Washed #57	\$ <u>27.00</u>		\$ <u>25.15</u>	\$ <u>26.75</u>
AS 1 Anti-skid	\$ <u>X</u>	\$ <u>X</u>		\$ <u>X</u>
B 19		\$ <u>21.65</u>		\$ <u>22.85</u>
#67 Limestone		\$ <u>25.55</u>		\$ <u>26.75</u>
2 A Stone				\$ <u>22.85</u>
#8 stone (glacial)				\$ <u>26.75</u>
MH 2A (411)	\$ <u>23.10</u>	\$ <u>21.65</u>		\$ <u>22.85</u>
2 RC bank gravel	\$ <u>X</u>	\$ <u>X</u>		\$ <u>X</u>
Natural # 3 stone				\$ <u>X</u>

ERIE AREA COUNCIL OF GOVERNMENTS'
JOINT MUNICIPAL BIDDING COMMITTEE

ALTERNATE PROPOSAL
2018

AGGREGATE and ROCK MATERIALS
Alternative Proposal:

Bidders desiring to furnish the materials 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 Municipality as being in complete compliance with these specifications.

JOINT MUNICIPAL BIDDING COMMITTEE

FORM OF PROPOSAL
2018

AGGREGATE, STONE and ROCK MATERIALS

Accompanying this Proposal is a certified check or bid bond (circle one) in the amount of 5% 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 Solicitation of Bids, Instructions to Bidders, Special Conditions, Detail Specifications, and all other parts of the Document. 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 Erie Sand & Gravel Co

Address 11 Stanwix St - 21st Floor

Pittsburg, PA 15222

Phone 412-403-9283

Email Thomas.Kostya@CarnegieWA.com

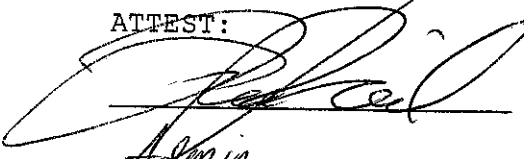
Signed Thomas Kostya

Name Thomas Kostya
(Type or Print)

Title Area Sales MANAGER

Date 4/6/2018

ATTEST:


Admin
(Title)

(SEAL)

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Erie Sand & Gravel
Co./O-N Minerals, Erie Operation
2 East Bay Drive
Erie, PA 16512-0179

SURETY:

(Name, legal status and principal place of business)

Atlantic Specialty Insurance Company
605 Highway 169 North, Suite 800
Plymouth, MN 55441

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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

OWNER:

(Name, legal status and address)

Erie Area Council of Governments
150 East Front St., Suite 300
Erie, PA 16507

BOND AMOUNT: \$ 5%

Five Percent of Amount Bid

PROJECT:

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

Bid #2018-1, Aggregate and Rock Materials - Annual Supply of 20,000 Tons of Limestone

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 into 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 to be 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 10th day of April, 2018


(Witness)

Erie Sand & Gravel Co./O-N Minerals, Erie Operation
(Principal) (Seal)

By: 
(Title)

Atlantic Specialty Insurance Company
(Surety) (Seal)

By: 
(Title) Stephanie L. Klearman Attorney-in-Fact



Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **Anne M. Gliedt, Kevin McDaniel, Stephanie L. Klearman, Lisa A. McAleenan, DeAnna M. Maurer, Kristin L. Dixon, Kayla A. Woodward**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **sixty million dollars (\$60,000,000)** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

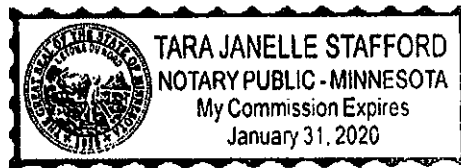
IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this eighth day of December, 2014.

STATE OF MINNESOTA
HENNEPIN COUNTY



By 
Paul J. Brehm, Senior Vice President

On this eighth day of December, 2014, before me personally came Paul J. Brehm, Senior Vice President of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, that he is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.





Notary Public

I, the undersigned, Assistant Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 10 day of April, 2018

This Power of Attorney expires
October 1, 2019




James G. Jordau, Assistant Secretary

