

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

**BID # 2018 – 8**

**PRECAST CONCRETE CATCH BASINS, RISERS, GRATES & FRAMES**

**PLEASE CONTACT JESSICA HORAN-KUNCO WITH QUESTIONS**

**AT [JHKUNCO@ERIEAREACOG.ORG](mailto:JHKUNCO@ERIEAREACOG.ORG)**

**OR (814) 454-1770**

**PROPOSAL FROM:**

**COMPANY:** Waterford Precast & Sales, Inc.

**ADDRESS:** 8260 Johnson Road Erie, Pa. 16509

**CONTACT NAME:** Brian D. Wurst

**PHONE #:** 814/ 864-3443

**E-MAIL:** waterfordprecast@hotmail.com

**DATE:** 5/1/18



# ERIE AREA COUNCIL OF GOVERNMENTS

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## Vendors: Invitation to Bid

Joint Bidding Committee seeks bids for General Materials

The Erie Area Council of Governments' Joint Municipal Bidding Committee, acting on behalf of the municipalities of: **the City of Erie, the County of Erie, the Borough of Edinboro, the Townships of Franklin, Girard, Greenfield, Harborcreek, Lawrence Park, LeBoeuf, Millcreek, Summit and Venango** is seeking sealed bids for General Materials. Bid Packets for Signs, Sign Posts, Catch Basins, Drainage Pipe, Sidewalk Deicer and (new this year) Engineered Wood Fiber playground mulch can be obtained from the menu link on this page titled Open Bids starting on April 17, 2018. You will need to Subscribe to Updates to receive access to the Bid to ensure that you will be notified immediately in the event of any addenda.

Sealed bids for General Materials may be dropped off, delivered or mailed until 12:00 PM (Noon), Tuesday, May 1, 2018 to the Erie Area Council of Governments, 150 East Front St, 3rd Floor, Suite 300, Erie, PA 16507. No bids will be accepted via e-mail or website. Bids must be enclosed in sealed envelopes addressed to the Erie Area Council of Governments Joint Municipal Bidding Committee, with the name and address of the bidder and the bid number on the exterior of the sealed envelope.

All bids submitted shall be publicly opened and read aloud on Tuesday, May 1, 2018 at 2:00 pm at the City of Erie Municipal Building, 626 State Street, Room 500, Erie, PA 16501.

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.

Source URL: <https://www.erieareacog.org/joint-bidding/pages/vendors-invitation-bid>

# **ERIE AREA COUNCIL OF GOVERNMENTS**

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

TO: ALL PROSPECTIVE BIDDERS  
FROM: EACOG'S JOINT MUNICIPAL BIDDING COMMITTEE  
SUBJECT: SOLICITATION OF BIDS -- PRECAST CONCRETE CATCH BASINS, RISERS, GRATES & FRAMES  
DATE: April 17, 2018

Sealed proposals will be received by the Erie Area Council of Governments' Joint Bidding Committee, acting on behalf of the Townships of Harborcreek, Greenfield, Lawrence Park, Millcreek and Summit. 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, May 1, 2018 at our new 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 e-mail.**

All bids submitted shall be **publicly opened and read aloud** at:

*Erie Municipal Building (City Hall)  
5<sup>th</sup> 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:

PRECAST CONCRETE CATCH BASINS, RISERS, GRATES & FRAMES

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](mailto: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 30<sup>th</sup> 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

PRECAST CONCRETE CATCH BASINS, RISERS  
GRATES AND FRAMES

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](mailto:jhkunco@erieareacog.org)

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

PRECAST CONCRETE CATCH BASINS, RISERS, GRATES AND FRAMES

General

Bids are requested for a variety of precast concrete catch basins, risers, grates and frames of varying sizes for the Townships of Harborcreek, Greenfield, Lawrence Park, Millcreek and Summit; with the same bid prices available to the following Erie Area Council of Government members and Joint Bidding participants: the City of Erie, the Townships of Franklin, Girard, Lawrence Park, LeBoeuf and Venango, and the Boroughs of Edinboro, Girard and Wesleyville.

The lowest responsible bidder and the contract award shall be determined by the Municipality calculating the lowest, combined, delivered prices for catch basins, risers, grates and frames anticipated to be most commonly utilized by the Municipality during the contract time. Successful bidder shall be required to make delivery of subject products to the Municipality's yard or project site. 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.

Bids are requested as follows:

<u>DESCRIPTION</u>	<u>APPROX. QUANTITY</u>
2' X 2' X 2 basin with frame & bicycle safe grate	35
2' X 3' X 3 basin with frame & bicycle safe grate	65
2' X 2' X 3 basin with frame & bicycle safe grate	19
2' X 3' X 42 basin with frame & bicycle safe grate	1
3' X 3' X 4 basin with frame & bicycle safe grate	2
2' X 2' X 3 basin with standard steel frame & grate	5
2' X 2' X 2 basin with standard steel frame & grate	12
2' X 3' X 3" riser	35
2' X 3' X 6" riser	39
2' X 3' X 12" riser	11
2' X 2' X 3" riser	27
2' X 2' X 6" riser	7
2' X 2' X 12" riser	1

Coring charge per hole per specifications.

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

**DETAIL SPECIFICATIONS**

**2018**

PRECAST CONCRETE CATCH BASINS, RISERS, GRATES AND FRAMES

General

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

Specifications are presented here for a 2' X 3' X 3' standard catch basin. Other sized basins will be presumed to be of comparable quality and proportionally sized.

1. CATCH BASINS

Catch basins shall be designed and constructed of Portland cement concrete in accordance with the following specifications:

- ACI 318 (latest edition).
- Monolithic casting free of honeycombing with smooth, finished surfaces.
- Minimum 4,000 psi compressive strength in 28 days.
- Minimum wall and floor thickness of six (6) inches.
- Knockout panels shall be rectangular, minimum twenty-two (22) inches in height, and minimum thickness of three (3) inches.
- Units are to be shipped only after proper curing.
- Five (5) sided molded reinforcing cage (minimum 6" X 6" -10/10 WWF) with joints overlapped and wire tied to #4 steel reinforcing bars, one vertical each corner, and one top and one bottom each side.
- Minimum HS-20 load capacity.
- Adequately designed steel rebar or wire shall be cast in place for lifting unit with chain and hooks.
- Inlets and top units shall be precast concrete meeting the requirements of Sections 605 and 714 of PennDOT Publication 408.
- Supplier guarantees that all units will be constructed in conformance with these specifications.

2. GRATES AND FRAMES

- Cast iron shall conform to ASTM A-48, Class 30 or better.
- Steel grates shall conform to ASTM A-36 or better.
- Cast iron catch basin frames and standard grates shall be: (for two (2) foot by three (3) foot catch basins) Allegheny Foundry Co., Frame Pattern No. 416YS and Grate Pattern No. 416B or approved equal.
- Bicycle safe grates shall be interchangeable with those specified above.

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

**2018**

**Frames, grates and precast concrete grade adjustment rings to be manufactured to the following (minimum) specifications:**

- Design and capable of H-20 loading capacity.
- Precast concrete grade adjustment rings shall be a 6" wall width, and reinforced with #4 bar, centered.

**General:**

- Bidder must negotiate order fill time line with the individual participating municipality.
  - Bidder must be able to deliver to job site, and unload.
  - Bidder must provide shop drawings for Municipal review/approval, at municipality's sole discretion.
  - **Bidder must be equipped and proficient to core standard holes in inlet boxes, if required, up to 32-inch diameter opening.**
  - Dimensions are Internal Dimension (I.D.) and approximated eq. 2' x 4' refers to typical 27" x 45 1/2" opening.
  - Units are to be shipped only after proper curing.
- Five (5) sided molded reinforcing cage (minimum 6" X 6" -10/10 WWF) with joints overlapped and wire tied to #4 steel reinforcing bars, one vertical each corner, and one top and one bottom each side.
- Adequately designed steel rebar or wire shall be cast in place for lifting unit with chain and hooks.
- Inlets and top units shall be precast concrete meeting the requirements of Sections 605 and 714 of PENNDOT Publication 408.
- Supplier guarantees that all units will be constructed in conformance with these specifications.

Delivery is required at a minimum within ten (10) working days of notification for catch basin orders of ten (10) or less units and is required within thirty (30) calendar days of notification for catch basins in excess of ten (10) units.

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

**2018**

PRECAST CONCRETE CATCH BASINS, RISERS, GRATES AND FRAMES

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

<u>DESCRIPTION</u>	<u>UNIT</u>	<u>PRICE</u>	<u>DELIVERED</u>
2' X 2' X 2' basin with frame & bicycle safe grate		\$	<u>490.24</u>
2' X 3' X 3' basin with frame & bicycle safe grate		\$	<u>642.57</u>
2' X 2' X 3' basin with frame & bicycle safe grate		\$	<u>532.48</u>
2' X 3' X 42" basin with frame & bicycle safe grate		\$	<u>657.57</u>
3' X 3' X 4' basin with frame & bicycle safe grate		\$	<u>862.16</u>
2' X 2' X 3' basin with frame & <b>standard steel</b> grate		\$	<u>647.92</u>
2' X 2' X 2' basin with frame & <b>standard steel</b> grate		\$	<u>605.68</u>
2' X 2' X 2' basin	\$ <u>205.68</u>	Frame & bicycle safe grate	\$ <u>284.56</u>
2' X 3' X 3' basin	\$ <u>295.00</u>	Frame & bicycle safe grate	\$ <u>347.57</u>
2' X 2' X 3' basin	\$ <u>247.92</u>	Frame & bicycle safe grate	\$ <u>284.56</u>
2' X 3' X 42" basin	\$ <u>310.00</u>	Frame & bicycle safe grate	\$ <u>347.57</u>
3' X 3' X 4' basin	\$ <u>326.58</u>	Frame & bicycle safe grate	\$ <u>535.58</u>
2' X 2' X 3' basin	\$ <del>247.92</del>	Frame & <b>standard steel</b> grate	\$ <del>400.00</del>
2' X 2' X 2' basin	\$ <u>205.68</u>	Frame & <b>standard steel</b> grate	\$ <u>400.00</u>
2' X 3' X 3" riser		\$	<u>80.00</u>
2' X 3' X 6" riser		\$	<u>90.00</u>
2' X 3' X 12" riser		\$	<u>90.00</u>
2' X 2' X 3" riser		\$	<u>80.00</u>
2' X 2' X 6" riser		\$	<u>80.00</u>
2' X 2' X 12" riser		\$	<u>90.00</u>

**Delivery Requirements: specify minimum quantities, related delivery requirements:**

no minimum

**ERIE AREA COUNCIL OF GOVERNMENTS'**  
**JOINT BIDDING COMMITTEE**  
**FORM OF PROPOSAL**  
**2018**

PRECAST CONCRETE CATCH BASINS, RISERS, GRATES AND FRAMES

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 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 Waterford Precast & Sales, Inc.

Address 8260 Johnson Road

Erie, Pa. 16509

ATTEST:

Gracy Hamrick  
Estimator  
(Title)

Phone 814/864-3443

E-mail waterfordprecast @ hotmail.com

Signed *Brian D. Wurst*

Name BRIAN D. WURST  
(Type or print)

Title PRESIDENT

(SEAL)

Date ~~XXXXXX~~ 5/1/18

**ERIE AREA COUNCIL OF GOVERNMENTS'**  
**JOINT BIDDING COMMITTEE**  
**FORM OF PROPOSAL**  
**2018**

PRECAST CONCRETE CATCH BASINS, RISERS, GRATES AND FRAMES

**Alternate Proposal:**

Proposed alternates/ exceptions shall be evaluated as to the impact they have on overall performance, maintenance and construction of the unit bid. The Municipality shall determine what exceptions are acceptable and what are not. In the event an exception is omitted from this bid, that bid will be deemed non-responsive and shall not be acceptable. All exceptions shall be made in reference to in the Proposed Alternates section in this bid package.

Bidders desiring to furnish item(s) 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.

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ERIE INSURANCE COMPANY  
BID BOND

Know All Men by These Presents,

Bond No. . . . . AA1614 . . . . .

That we, Waterford Precast & Sales, 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 Area Council of Governments . . . . .

. . . . . hereinafter called the Oblige in the full and just sum of . . . . .

. . . . . Five Hundred and 00/100 . . . . . 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 . . . . . 1st . . . . . day of . . . . . May . . . . ., A.D. 18  
Year

**THE CONDITION OF THIS OBLIGATION IS SUCH:** That, if the Oblige shall make any award within 60  
days to the Principal for supply of precast concrete catch basins, risers, frames and grates . . . . .

. . . . . 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 Oblige 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 Oblige; or if the Principal shall, in case of failure so to do, pay the Oblige the damages  
which the Oblige 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, Waterford Precast & Sales, Inc. . . . .

Witness: *Deborah Loney*

By: *Brian D. Wurst*  
Title Brian D. Wurst, President

ERIE INSURANCE COMPANY

Witness: *Deborah Loney*

By: *Peter J Zaphiris*  
Peter J Zaphiris  
Attorney-in-Fact



# LIMITED POWER OF ATTORNEY

AA1614

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. Zaphiris, 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:

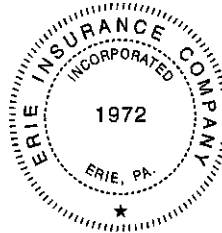
“RESOLVED, that the Chief Executive Officer, or any Senior Vice President or Vice President shall have power and authority to: (a) Appoint Attorney(s)-in-Fact and to authorize them to execute on behalf of the Company, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory 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*  
Timothy G. NeCastro  
Chief Executive Officer

COMMONWEALTH OF PENNSYLVANIA } ss.  
COUNTY OF ERIE

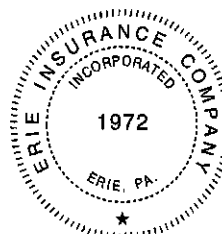
On this 18th day of October, 2016, before me personally came Timothy G. NeCastro, to me known, who being by me duly sworn, did depose and say: that he is Chief Executive Officer of ERIE INSURANCE COMPANY, the corporation described in and which executed the above instrument; that he knows the Seal of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



*Sheila M. Hirsch*  
My commission expires June 27, 2020  
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.



*Brian W. Bolash*  
Brian W. Bolash, Secretary

this 1st day of May 20 18