

**ERIE AREA COUNCIL OF GOVERNMENTS
JOINT BIDDING COMMITTEE
2020**

BID # 2020 – 5

RECLAIMING AND RECYCLING TAR & CHIP ROADS

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

PROPOSAL FROM:

COMPANY: Cem-Base Inc
ADDRESS: 8530 North Boyle Parkway
Twinsburg, OH 44087
CONTACT NAME: Steve Taylor
PHONE #: 330-405-4105
E-MAIL: steve@cembase.com
DATE: 4/20/2020

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 - RECLAIMING AND RECYCLING TAR & CHIP ROADS

DATE: April 6, 2020

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

Bids may be mailed, dropped off or delivered until 10:00AM Monday, April 20, 2020 to:
Erie Area Council of Governments
c/o Jessica Horan-Kunco
439 West Arlington Rd.
Erie, PA 16509
Do not submit any bids via website or e-mail.

All bids submitted shall be **opened and read aloud on April 20, 2020 at 1:00 pm at the Harborcreek Township Building 5601 Buffalo Rd. Harborcreek, PA 16421**

Due to Covid19, the public is encouraged to view the bid opening via Live Stream on [facebook.com/ErieAreaCOG/](https://www.facebook.com/ErieAreaCOG/).

Items and services for which bids will be received include:

RECLAIMING AND RECYCLING TAR & CHIP ROADS WITH FDR

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 or website download to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or to an

authorized representative of such individual, firm or corporation. Number - The singular shall be deemed to include the plural, and the plural the singular, as the context may require and is the masculine gender.

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

Participants - Those current member municipalities of the Erie Area Council of Governments and other specified Municipalities, Municipal Authorities, and School districts who hereby desire to participate in the Erie Area Council of Governments Joint Municipal Bidding Program. These member municipalities shall include the City of Erie; Boroughs of Edinboro, Girard, Union City and Wesleyville; the Townships of Franklin, Greenfield, Girard, 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 or purchase order with the successful Bidders and shall be liable only for supplies, equipment, material, product and/or services contracted for by itself. Each successful Bidder shall be required to invoice each participating municipality separately.

Upon notification and within ten (10) days of the execution of the contract documents, and at the discretion of the municipality the 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 the awarding municipalities payable to the municipality. The performance bond shall be in the amount of fifty percent (50%) of the Contract amount based on the estimated quantities of the awarding municipality detailed elsewhere and the bidder's proposed price.

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

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

ARTICLE III - REQUIREMENTS FOR SIGNING BIDS

Each bid must give the full business name and address of the Bidder and be signed by him with his usual signature. 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 were 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 April 30, 2021 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, drop off or delivery. All proposals must be addressed as outlined in this document. The Bidders may bid on any or all items called for in the Form of Proposal; if an item or alternate is called for on a type of equipment or material or method on which the Bidder does not desire to bid, he may insert the words "No Bid" in the space provided for prices on such item(s) or

alternate(s). If it is determined by the Owner to use alternate type of equipment, type of material, or method--the fact that the cost of an alternative type of equipment, material or method bid by a Bidder may be lower than that chosen, shall not constitute the basis or a claim by the Bidder that the Contract shall be awarded to him. In the case that a Bidder desires to bid on an alternate, he shall set forth in the space provided in the Form of Proposal the explanation and amount to be added or deducted from the base bid. If an alternate price called for does not involve a change in price, the Bidder shall so indicate by inserting the words "No Change" in the space provided. If any type of discount is offered by the Bidder for prompt payment of bills or other consideration, such may also be set forth on the Form of Proposal.

Erasures or changes in a bid must be explained or noted over the signature of the Bidder. Bids containing any conditions, omissions, unexplained erasures or alterations or items not called for in the proposal or irregularities of any kind, may be rejected by the Owner as being incomplete.

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

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 Alternative Proposal section of 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 SPECIFICATIONS

RECLAIMING AND RECYCLING TAR & CHIP ROADS

ERIE AREA COUNCIL OF GOVERNMENTS

JOINT MUNICIPAL BIDDING COMMITTEE

APRIL 6, 2020

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
2020**

**RECLAIMING-RECYCLE TAR AND CHIP ROADS
CITY OF ERIE, GIRARD TOWNSHIP AND GREENFIELD TOWNSHIP**

Bids are requested for Reclaiming and Recycling Tar and Chip Roads for City of Erie, Girard Township and Greenfield Township with the same bid prices available to the following Erie Area Council of Government members and joint bidding participants: Borough of Edinboro, Franklin Township, Girard Borough, Harborcreek Township, Lawrence Park Township, LeBoeuf Township, Millcreek Township, Summit Township, Union City Borough, Venango Township and Wesleyville Borough. Prices submitted through this joint bid process are for participants only.

The lowest responsible bidder and the contract award shall be determined by the Municipality calculating the lowest, combined price for Materials and services 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 services specified in the Detailed Specifications 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.

The 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.

Following is the estimated square yards of material to be reclaimed and recycled by each Municipality:

<u>Reclaim & Recycle Tar and Chip Roads</u>	<u>Approximate Sq. Yds.</u>
Greenfield Township	7,900
Girard Township	23,000
City of Erie	100,000

NOTE: GRADING IN OF CROWNE IS TO BE INCLUDED

This work shall be paid for at contract unit price per square yard complete in place for the actual square yards performed. Said unit price shall include all costs of recycling, Portland cement and relaying of CRBC as noted above. Testing, design and analysis costs shall be incidental to the contract. Backflow prevention must be utilized. Water quantities must be metered and documented or verifiable calculations for use can be submitted.

Any use of municipal water will be billed to the contractor by municipality. Use of municipal water must be coordinated between the contractor and Erie Water Works or other municipal water service.

Bid Security shall be 5% of the total bid price and made payable to the Erie Area Council of Governments.

PERIOD OF CONTRACT

Resulting contract shall remain in effect until April 30, 2021. The Municipality reserves the right to extend this contract for any 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.

ADDITIONAL INFORMATION

For detailed information regarding the locations or specifications, please contact:

Greenfield Township:	Renee Wagner (814) 725-9110
Girard Township:	Ray Branthoover (814) 860-1335
City of Erie:	Chuck Zysk (814) 870-1450

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

**DETAILED SPECIFICATIONS
2020**

RECLAIM-RECYCLE TAR AND CHIP ROADS with FDR

The Bidders shall be responsible for submitting bids and materials that will conform with the latest editions of PennDot publications 408 or 447 and all existing municipal, and governmental regulations.

GREENFIELD TOWNSHIP – With Chemical Stabilization/ Portland cement

Material to be reclaimed and recycled: approximately 3,500 Lineal Feet, at varying road widths, 6 Inches Deep, totaling approximately 7,900 Square Yards.

GIRARD TOWNSHIP – With Mechanical Stabilization/ stone, gravel

Material to be reclaimed and recycled: approximately 10,560 Lineal Feet, at varying road widths, 6 Inches Deep totaling approximately 23,000 Square yds.

CITY OF ERIE- with Chemical Stabilization/ Portland Cement

Material to be reclaimed and recycled for varying road widths, 6 inches deep, totaling approximately 100,000 square yards.

A list of streets and roads will be provided by the municipality.

Bidder must supply the machine and operator. The time for the work to be completed will be determined by the municipality as soon as weather permits.

One (1) hydrostatically propelled reclaim-recycler, meeting the following specifications:

1. Must be capable of recycling a total of 8 foot cutting width, per pass.
2. Unit must have a cutting depth capacity of 15 inches.
3. Material gradation shall be maintained by the equipment in a consistent manner with a maximum of five (5) percent retained on the 1-1/2 inch sieve and zero (0) percent retained on the two (2) inch sieve.
4. The machine shall be equipped with a computerized additive system capable of maintaining the required application rate through its range of forward operating speeds.
5. The machine shall be equipped with an automatic depth control system to correctly maintain precise control of pre-determined cutting depth.
6. The machine shall be equipped with an automatic cross slope system capable of maintaining desired crown.
7. The unit must be accompanied by documentation indicating PennDOT calibration and approval.

Process price with shaping and grading material with appropriate equipment (road grader) as directed.

Price should include bidder supplying the required cationic emulsified asphalt E-5 (CMS-2) as follows. Bidder will supply roller and all work will be completed by Bidder

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

DETAILED SPECIFICATIONS

Reclaiming - Recycling Tar and Chip Roads

MS-0370-0035

Full Depth Reclamation (FDR)

Chemical Stabilization

I. DESCRIPTION— This work consists of pulverizing and mixing a combination of virgin aggregate (if/where specified), Reclaimed Asphalt Pavement, Reclaimed Aggregate Material, and Subgrade Material to the specified length, width, and depth. Once pulverized, add the Chemical Stabilizing additives as per Project Mix Design, and mix the materials together to create a chemically stabilized base course. This work also consists of shaping, finishing, fine grading, and compaction of the reclaimed base material.

II. MATERIAL—

A. Reclaimed Material—95% of the pulverized surface material is required to pass through a 50 mm (2 inch) sieve. Incorporate all reclaimed material into the stabilized base.

1. Reclaimed Aggregate Material (RAM). In-situ aggregate material which is incorporated in the stabilization.

2. Reclaimed Asphalt Pavement (RAP). Processed paving material containing asphalt cement and aggregates.

B. Stabilizing Agent—

1. Cement. Publication 408, Section 701. (3 to 8% by weight).

2. *Hydrated Lime. Publication 408, Section 723. (2 to 6% by weight).

3. *Fly Ash. Publication 408, Section 724.2(a). (6 to 14% by weight).

4. Lime Pozzolan. Publication 408, Section 725. (6 to 8% by weight).

* Hydrated Lime or Fly Ash will not be used as a singular additive but will be used as a combination of the two. This combination shall be referred to as Lime/Fly Ash (L/FA).

C. Aggregate—Publication 408, Section 703.2 (Type A), No. 8, 10, 57, and 67. Add the gradation and quantity to the mix as required.

D. Mix Design—Remove samples of RAP and RAM to the specified depth and perform appropriate testing to establish mix design. Submit mix design to the District Materials Engineer/District Materials Manager (DME/DMM) for approval two weeks before the planned start of work. Provide an approved mix design and work plan to the Municipality five (5) working days before the planned start of work.

Approval of the mix design by the DME/DMM is solely for monitoring quality control and in no way releases the Contractor from his responsibilities.

Mix Design Development—Samples must be obtained inclusive of the depth to be recycled. Sampled materials must be properly processed and prepared to closely simulate field conditions. A Qualified Technical Representative will analyze the samples and provide the following information as part of the mix design to the DME/DMM.

- A. Location core samples.
- B. Thickness and description of existing pavement and aggregate layers to be reclaimed.
- C. A selected matrix of soils testing standards.

Moisture Content	AASHTO T265
Sieve Analysis	PTM 616
*Mechanical and Hydrometer	
Particle Size Analysis of Soils	AASHTO T88-90
*Liquid Limit, Plastic Limit	AASHTO T89
Moisture Density Relationship	PTM 106
Unconfined Compression	AASHTO T208
Material Finer than No. 200 Sieve	PTM 100

* To be performed only if more than 20% of the underlying subgrade is to be included in the chemically stabilized layer.

1. Strength Requirements--

A. Cement. Make, cure, and test three unconfined compressive strength specimens of FDR material and Cement in accordance with ASTM 1633, method A. Wrap the specimens in plastic wrap, seal in an airtight, moisture proof bag and cure the test specimens for a period of 7 days. For the final mix design, the required amount of cement will be that which provides an average unconfined compressive strength of the three specimens of:

A minimum unconfined compression value of 1,379 kPa (200 psi) in 7 days and a maximum unconfined compression value of 3447 kPa (500 psi) in 7 days for roads that are designed with a minimum of 75 mm (3 inch) pavement overlay.

A minimum unconfined compression value of 2068 kPa (300 psi) in 7 days and a maximum unconfined compression value of 3447 kPa (500 psi) in 7 days is required for roads that are to be Surface Treated or overlaid with less than 75 mm (3 inch) of pavement.

B. Lime/Fly Ash (L/FA), Lime Pozzolan and combinations there-of. Make, cure, and test three unconfined compressive strength specimens of FDR material and L/FA or Lime Pozzolan in accordance with ASTM 5203, procedure B. Wrap the specimens in plastic wrap, seal in an airtight, moisture proof bag and cure the test specimens for a period of 7 days at 40°C (104°F) before testing. For the final mix design, the required amount of L/FA or Lime Pozzolan will be that which provides an average unconfined compressive strength of the three specimens of at least 1,379 kPa (200 psi).

C. Mixture. Combine the reclaimed material, aggregates (if necessary), stabilizing additive(s), and water according to the mix design and at the mix design recommended moisture content. If conditions change make field adjustments as recommended in the design under the guidance of the Inspector and Qualified Technical Representative to obtain a satisfactory Stabilized Base Course.

III. CONSTRUCTION—

A. Equipment. Use equipment that will produce the completed chemical stabilized base as follows:

1. Use equipment capable of automatically metering liquids with a variation of not more than 2% by mass (weight) of liquids. Calibrate before use.
2. Maintain all equipment in a satisfactory operating condition as specified in Publication 408, Section 108.05(c).
3. **Reclaimer.** Use a self-propelled, traveling rotary reclaimer or equivalent machine capable of cutting through existing roadway material to depths of up to 406 mm (16 inches) with one pass. The equipment will be capable of pulverizing "In-place" the existing pavement, base and subgrade at a minimum width of 2.44 meters (8 feet), and mixing any added materials to the specified depth. The cutting drum must have the ability to operate at various speeds (rpm), independent of the machines forward speed, in order to control oversized material and gradation.

Use a machine equipped with a computerized integral liquid proportioning system capable of regulating and monitoring the water application rate relative to depth of cut, width of cut, and speed. Have the water pump on the machine connected by a hose to the supply tanker/distributor, and mechanically or electronically interlocked with the forward movement/ground speed of the machine. Mount the spray bar to allow the water to be injected directly into the cutting drum/mixing chamber. Provide equipment capable of mixing water, dry additives, and the pulverized pavement materials into a homogenous mixture. Keep the cutting drum fully maintained and in good condition at all time throughout the project.

Equipment such as road planers or cold-milling machines designed to mill or shred the existing roadway materials rather than crush or fracture it is not allowed.

4. **Placement Equipment.** Motor Grader or by another method approved by the Inspector.
5. **Compaction Equipment.** Vibratory pad-foot roller 23,500 Kg centrifugal force (52,000 pounds centrifugal force) or Pneumatic Tire Roller 22 tonne (25 ton) for breakdown compaction. Single or tandem steel drum (static) roller 11-13 tonne (12-14 ton) for finish rolling.

B. Weather Limitations. Do not place paving mixtures from November 1 to March 31 unless allowed in writing by the District Executive. Do not place mixtures when surfaces are wet or when the air or surface temperature is 4°C (40°F) and rising.

C. General. FDR consists of a series of steps that include pulverization and mixing of the existing roadway surface between 125 and 406 mm (5-16 inch) in depth with the aggregate base. The motor grader is used to move and place the reclaimed material to the desired longitudinal grade and cross-slope.

D. Pulverization/Shaping. Before the application of any stabilizing additives pulverize the roadway materials to the depth specified by the project mix design. Shape to within 18mm (3/4 inch) of irregularity to the lines, grades and/or cross-slope of the proposed roadway and compacted until no further densification is achieved. Water will be added to the pulverized material to adjust the moisture content to at least Optimum Moisture Content (OMC), but no more than ±3% over OMC. Addition of this water can be done through the machines liquid additive system and/or through top watering. After acceptance by the DME/DMM the additive spreading and mixing will be done as described below.

1 Additive Application.

a. **Cement, Lime/Fly Ash (L/FA), Lime Pozzolan and combinations there-of.** Upon completion of the pulverization pass the stabilizing additives previously outlined will be applied at the rate established by the DME/DMM approved project mix design. The additive will be accurately and uniformly spread on the pulverized pavement by using an adjustable rate auger/vane type dry additive distributor. The contractor will provide a 0.84 m² (1-square yard) of canvas and scale to check the application rate of the spreader. Dry additives will be spread in a manner to minimize dusting. The dry additive will not be applied when the wind conditions in the opinion of the DMETDMM, are such that blowing additives become objectionable to traffic or adjacent property owners. Manual and/or gravity (tail gate) spreading of the additives is unacceptable.

b. **Lime or Cement Slurry.** If slurries are to be used, the distributor and tanker trucks will be equipped with a recirculating pump and/or agitation system to prevent settling of the materials before application.

E. Stabilization/Mixing. Once the additives are applied thoroughly mix the additives and pulverized pavement together at the design specified treatment depth while simultaneously injecting any additional water needed (if any) through the machines computerized integral liquid proportioning system to create a homogenous mixture. The moisture content before compaction must be at or no more than 3% over OMC.

F. Compaction. Shape, grade and compact to the lines, grades, and depth shown on the plans and cross sections after the material has been processed. The moisture content before compaction must be at or no more than 3% over OMC. Allow the mixture to cure as necessary before rolling. Commence rolling at the low side of the course. Leave 80 to 150 mm (3 to 6 inches) from any unsupported edge(s) unrolled initially to prevent distortion.

Determine the in-place density requirements by the construction of at least one control strip under the guidance of a nuclear gauge operator. After each pass of the compaction equipment take a nuclear density reading in accordance with PTM No. 402.

Continue compaction with each piece of equipment until no appreciable increase in density is obtained by additional passes. Upon completion of compaction, make a minimum of ten tests at random locations to determine the average in-place density of the control strip. Record and provide results to the Municipality.

Compact the chemically stabilized base to a target density of at least 98% of the average in-place density of the control strip. Determine the in-place density in accordance with PTM No. 402 for each 2500 m² (3000-square yard) area. If the density of an area is less than the minimum density, but the base course is uniform in texture, stable and otherwise acceptable, try additional compaction. If additional compaction does not achieve the minimum density, complete an additional control strip in order to verify that proper density is being obtained. Take a minimum of five tests at random locations to determine the average in-place density of the control strip. The new minimum density is 98% of the average in-place density.

If it is determined that the contractor is achieving the minimum density with minimum compactive effort, the Inspector may require a new control strip to verify or establish a new minimum density.

If the completed chemically stabilized base is unacceptable for any reason do not continue construction until the cause of the deficiency (ies) is determined and corrected.

G. Finishing. Complete all portions of the chemical stabilized base during daylight hours, unless otherwise allowed.

H. Protection. Protect any finished portion of the chemical stabilized base upon which any construction equipment is required to travel to prevent marring, distortion or damage of any kind immediately and satisfactorily correct any such damage.

I. Surface Tolerance. When directed by the Inspector, test the completed chemical stabilized base for smoothness and accuracy of grade, both transversely and longitudinally using suitable templates and straightedges. Satisfactorily correct any 2500 m² (3000 square yard) area where the average surface irregularity exceeds 13 mm (1/4 inch) under a template or straightedge, based on a minimum of at least three measurements.

J. Curing. Allow the chemical stabilized base to cure for at least five days after final compaction has been completed. Protect the surface from drying. Apply a bituminous prime coat, or DME/DMM approved equivalent over the entire surface. Apply at a rate of 0.95 l/m² (0.25 gallon/square yard). Use emulsified asphalt meeting the requirements of Publication 408, Section 461.2(a).

IV. MEASUREMENT and PAYMENT—

A. Chemical Stabilized Base. Square Meter (Square Yard).

B. Aggregate. Tonne (Ton).

C. Stabilizing Additives-

1. Cement. Tonne (Ton).

2. Hydrated Lime. Tonne (Ton).

3. Fly Ash. Tonne (Ton).

4. Lime-Pozzolan. Tonne (Ton).

D. Bituminous Prime Coat. Square Meter (Square Yard) or Liter (Gallon).

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

**DETAILED SPECIFICATIONS
2020**

MS-0370- Full Depth Reclamation with Mechanical Stabilization (Pub 447)

The Bidders shall be responsible for submitting bids and utilizing materials that will conform with the latest editions of PennDot publications 408 or 447 and all existing municipal, and governmental regulations.

I. DESCRIPTION — This work consists of the incorporation of imported granular materials during the pulverization or mixing pass of a FDR project. Provide reclaimed base course manufactured by in-place pulverizing and uniform blending of the existing roadway surface material and any underlying granular material, thus creating a homogenous mixture of reclaimed base material. The work also consists of shaping, finishing, fine grading, and compaction of the reclaimed base material.

II. MATERIAL —

A. Reclaimed Material. 95% of the pulverized surface material is required to pass through a 2 inch sieve. Incorporate all reclaimed material into the stabilized base course.

1. Reclaimed Aggregate Material (RAM). In-situ aggregate material which is incorporated in the stabilization.

2. Reclaimed Asphalt Pavement (RAP). Processed paving material containing asphalt cement and aggregates.

B. Aggregate. Publication 408, Section 703.2. (Type A), No. 8, 10, 57, and 67. Add the gradation and quantity to the mix as required.

C. Composition of Mixture. Remove samples of RAP and RAM to the specified depth and perform the appropriate testing to establish the final aggregate quantity and gradation. To determine the appropriate or Optimum Moisture Content (OMC) and corresponding Maximum Dry Density (MDD) use ASTM D698. Submit the results to the District Materials Engineer/District Materials Manager (DME/DMM) for approval at least three weeks before commencement of work on the project. Provide the work plan to the Municipality five (5) working days before the start of work.

Approval of the results by the DME/DMM is solely for monitoring and quality control and in no way releases the Contractor from his responsibilities.

III. CONSTRUCTION —

A. Equipment. Use equipment that produces the completed mechanical stabilized base course as follows:

1. Maintain all equipment in a satisfactory operating condition as specified in Publication 408, Section 108.05(c).

2. Reclaimer. Use a self-propelled rotary reclaimer or equivalent machine capable of cutting through existing roadway materials to depths of up to 16 inches with one pass. Provide equipment capable of pulverizing "In-place" the existing pavement, base, and subgrade at a minimum width of 8 feet, and mixing any added materials to the specified depth. The cutting drum must have the ability to operate at various speeds (rpm), independent of the machines forward speed, in order to control oversized material and gradation.

Use a machine equipped with a computerized integral liquid proportioning system capable of regulating and monitoring the water application rate relative to depth of cut, width of cut, and speed. Have the water pump on the machine connected by a hose to the supply tanker/distributor, and mechanically or electronically interlocked with the forward movement/ground speed of the machine. Mount the spray bar to allow the water to be injected directly into the cutting drum/mixing chamber. Provide equipment capable of mixing water, aggregate, and the pulverized pavement materials into a homogenous mixture. Keep the

cutting drum fully maintained and in good condition at all times throughout the project.

Equipment such as road planers or cold-milling machines designed to mill or shred the existing roadway materials rather than crush or fracture it is not allowed.

3. **Placement Equipment.** Motor Grader or by another method approved by the Inspector.
4. **Compaction Equipment.** Vibratory pad-foot roller 52,000-pounds centrifugal force or Pneumatic Tire Roller 25 ton for breakdown compaction. Single or Tandem steel drum (static) roller 12-14 ton for finish rolling.
- B. **Weather Limitations.** Do not place paving mixtures from November 1 to March 31 unless allowed in writing by the District Executive. Do not place mixtures when surfaces are wet or when the air or surface temperature is 40°F or lower.
- C. **General.** FDR consists of a series of steps that include pulverization and mixing of the existing roadway surface between 5-16 inches in depth with the aggregate base. Mechanical stabilizers can be spread either ahead of the pulverization pass or incorporated into a blending pass after pre-pulverization and shaping. The motor grader is used to move and place the reclaimed material to the desired longitudinal grade and cross-slope.
- D. **Compaction.** Shape, grade, and compact to the lines, grades, and depth shown on the plans and cross sections after the material has been processed. Maintain material to within $\pm 3\%$ of the optimum moisture content at the time of compaction. Commence rolling at the low side of the course. Leave 3-6 inches from any unsupported edge(s) unrolled initially to prevent distortion.

Determine in-place density requirements by the construction of at least one control strip under the guidance of a nuclear gauge operator. After each pass of the compaction equipment take a nuclear density reading in accordance with PTM No. 402. Continue compaction with each piece of equipment until no appreciable increase in density is obtained by additional passes. Upon completion of compaction, make a minimum of ten tests at random locations to determine the average in-place density of the control strip. Record and provide the results to the Municipality.

Compact the mechanically stabilized base course to a target density of at least 98% of the density requirements of the control strip. Determine the in-place density in accordance with PTM No. 402 for each 3000 square yard area. If the density of an area is less than the minimum density, but the base course is uniform in texture, stable and otherwise acceptable, try additional compaction. If additional compaction does not achieve the minimum density, complete an additional control strip in order to verify that proper density is being obtained. Take a minimum of five tests at random locations to determine the average in-place density of the control strip. The new minimum density is 98% of the average in-place density from the control strip.

- E. **Finishing.** Complete all portions of the mechanical stabilized base course during daylight hours, unless otherwise allowed.
- F. **Protection.** Protect any finished portion of the mechanical stabilized base course upon which any construction equipment is required to travel to prevent marring, distortion or damage of any kind. Immediately and satisfactorily correct any such damage.
- G. **Surface Tolerance.** When directed by the Inspector, test the completed mechanical stabilized base course for smoothness and accuracy of grade, both transversely and longitudinally using suitable templates and straightedges. Satisfactorily correct any 3000 square yard area where the average surface irregularity exceeds 1/2 inch under a template or straightedge, based on a minimum of at least three measurements.

IV. MEASUREMENT AND PAYMENT —

- A. **Stabilized Base.** Square Yard.
- B. **Aggregate.** Ton.

ERIE AREA COUNCIL OF GOVERNMENTS
JOINT MUNICIPAL BIDDING COMMITTEE

FORM OF PROPOSAL
2020

RECLAIM-RECYCLE TAR AND CHIP ROADS

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

GREENFIELD TOWNSHIP:

APPROXIMATELY 7,900 SQUARE YARDS OF RECLAIMING/RECYCLING TAR AND CHIP ROADS (INCLUDING GRADING IN OF CROWNE)

\$ 10.16 /sq. yd. = TOTAL: \$ 80,264.00

GIRARD TOWNSHIP:

APPROXIMATELY 23,000 SQUARE YARDS OF RECLAIMING/RECYCLING TAR AND CHIP ROADS (INCLUDING GRADING IN OF CROWNE)

\$ 1.91 /sq. yd. = TOTAL: \$ 43,930.00

CITY OF ERIE:

APPROXIMATELY 100,000 SQUARE YARDS OF RECLAIMING/RECYCLING TAR AND CHIP ROADS (INCLUDING GRADING IN OF CROWNE)

\$ 7.71 /sq. yd. = TOTAL: \$ 771,000.00

A list of road locations will be provided at a later date.

This work shall be paid for at contract unit price per square yard complete in place for the actual square yards performed. Said unit price shall include all costs of recycling, Portland cement and relaying of CRBC as noted above. Testing, design and analysis costs shall be incidental to the contract.

**ERIE AREA COUNCIL OF GOVERNMENTS
JOINT MUNICIPAL BIDDING COMMITTEE
2020**

RECLAIM-RECYCLE TAR AND CHIP ROADS

Alternative Proposal:

Bidders desiring to furnish the equipment, operators, and services 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.

1. *If quantities reduce by 25% or prices are subject to change.*

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

**Appendix A
2020**

**RECLAIM-RECYCLE TAR AND CHIP ROADS
Streets to be completed:**

Girard Township: Gudgeonville Road from Old State to Brooks Road

**Greenfield Township: Rohl Road from Harborcreek to North East
Township lines**

City of Erie: Streets list to be determined please provide per sq/yd
general pricing if possible

**ERIE AREA COUNCIL' OF GOVERNMENTS
JOINT MUNICIPAL BIDDING COMMITTEE
2020**

RECLAIM-RECYCLE TAR AND CHIP ROADS

Accompanying this Proposal is a certified check or bid bond (circle one) in the amount of five percent of total bid 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 these 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 Cem-Base Inc

Address 8530 North Boyle Parkway

Twinsburg, OH 44087

Phone 330-405-4105

E-mail steve@cembase.com

ATTEST:



Neille Vitale, Secretary

(Title)

Signed 

Name Neille Vitale

Title CFO

(SEAL)

Date 4/20/2020

BID BOND

Conforms with The American Institute of Architects, A.I.A. Document No. A-310

KNOW ALL BY THESE PRESENTS, that we, Cem-Base, Inc

8530 North Boyle Parkway, Twinsburg, OH 44087

_____ as Principal, hereinafter called the Principal, and the

Fidelity & Deposit Company of Maryland, of

1299 Zurich Way, Schaumburg, IL 60196, a corporation duly organized under the laws of

the State of Illinois, as Surety, hereinafter called the Surety, are held and firmly bound unto

Erie Area Council of Governments as Obligee, hereinafter called the Obligee, in the sum

of 5% of amount bid including alternates


Dollars (\$ _____), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for _____

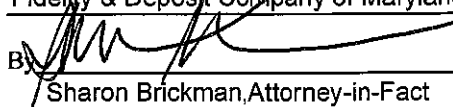
RECLAIMING AND RECYCLING TAR & CHIP ROADS CITY OF ERIE, GIRARD TOWNSHIP AND GREENFIELD TOWNSHIP

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee 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.

Signed and sealed this 20th day of April, 2020.

Tri-Mor Corporation (Seal)

NESHE USTALE Principal
Secretary
Title

1299 Zurich Way
Schaumburg, IL 60196
614-559-4131
F-614-934-1625
ralph.perrine@zurichna.com

Fidelity & Deposit Company of Maryland

By _____ Surety
Sharon Brickman, Attorney-in-Fact Attorney-in-Fact

The Fedeli Group
5005 Rockside Rd., Suite 500
Independence, OH 44131
216-328-8080
F- 216-328-8081
sbrickman@thefedeligroup.com

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

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Scott LIPTAK, Logan LIPTAK, Kevin S. KELLER, Sharon BRICKMAN, Melanie BLANKENBURG and Deltamom MOSLEY, all of Independence, Ohio**, 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 26th day of February, A.D. 2020.



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

By: *Robert D. Murray*
Vice President

By: *Dawn E. Brown*
Secretary

**State of Maryland
County of Baltimore**

On this 26th day of February, A.D. 2020, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

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



Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2023

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 20th day of April 2020



Brian M. Hodges

By: Brian M. Hodges
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
www.reportsfclaims@zurichna.com
800-626-4577

Office of Risk Assessment
50 West Town Street
Third Floor - Suite 300
Columbus, Ohio 43215
(614)644-2658
Fax(614)644-3256
www.insurance.ohio.gov

Ohio Department of Insurance

Mike DeWine - Governor

Jillian Froment - Director

Certificate of Compliance



Issued 03/24/2020

Effective 04/02/2020

Expires 04/01/2021

I, Jillian Froment, hereby certify that I am the Director of Insurance in the State of Ohio and have supervision of insurance business in said State and as such I hereby certify that

FIDELITY AND DEPOSIT COMPANY OF MARYLAND, THE

of Illinois is duly organized under the laws of this State and is authorized to transact the business of insurance under the following section(s) of the Ohio Revised Code:

Section 3929.01 (A)

Allied Lines
Boiler & Machinery
Burglary & Theft
Commercial Auto - Liability
Commercial Auto - No Fault
Commercial Auto - Physical Damage
Credit
Earthquake
Fidelity
Financial Guaranty
Fire
Glass
Inland Marine
Multiple Peril - Commercial
Multiple Peril - Homeowners
Other Liability
Surety

Workers Compensation

FIDELITY AND DEPOSIT COMPANY OF MARYLAND, THE certified in its annual statement to this Department as of December 31, 2019 that it has admitted assets in the amount of \$325,319,001, liabilities in the amount of \$43,819,708, and surplus of at least \$281,499,293.

IN WITNESS WHEREOF, I have hereunto subscribed my name and caused my seal to be affixed at Columbus, Ohio, this day and date.

Handwritten signature of Jillian Froment.

Jillian Froment, Director



THE FIDELITY AND DEPOSIT COMPANY

OF MARYLAND
1299 Zurich Way Schaumburg, IL 60196

Statement of Financial Condition As Of December 31, 2018

ASSETS

Bonds	\$ 245,255,635
Stocks	22,855,569
Cash and Short Term Investments.....	3,092,872
Reinsurance Recoverable	73,242,781
Federal Income Tax Recoverable.....	42,258
Other Accounts Receivable.....	4,801,363
TOTAL ADMITTED ASSETS	\$ <u>349,290,278</u>

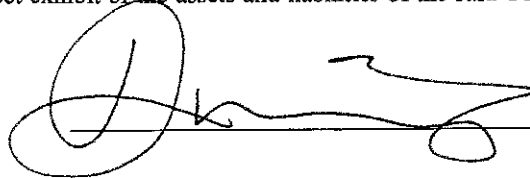
LIABILITIES, SURPLUS AND OTHER FUNDS

Reserve for Taxes and Expenses	\$ 106,785
Ceded Reinsurance Premiums Payable	46,727,605
Remittances and Items Unallocated	125,000
Payable to parents, subs and affiliates	28,621,373
Securities Lending Collateral Liability	0
TOTAL LIABILITIES	\$ 75,580,762
Capital Stock, Paid Up	\$ 5,000,000
Surplus	268,709,716
Surplus as regards Policyholders.....	273,709,716
TOTAL	\$ <u>349,290,478</u>

Securities carried at \$162,739,508 in the above statement are deposited with various states as required by law.

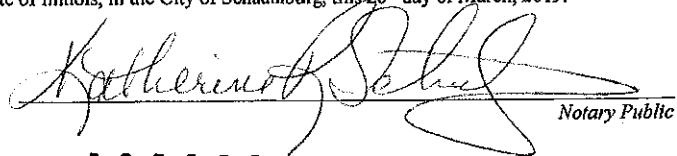
Securities carried on the basis prescribed by the National Association of Insurance Commissioners. On the basis of market quotations for all bonds and stocks owned, the Company's total admitted assets at December 31, 2018 would be \$349,736,423 and surplus as regards policyholders \$274,155,661.

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, 2018.


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 20th day of March, 2019.


Notary Public

KATHERINE R SCHULTZ
Official Seal
Notary Public - State of Illinois
My Commission Expires Nov 16, 2019