



**PROPOSAL AND CONTRACT FOR
EQUIPMENT AND/OR MATERIALS ONLY ***

INSTRUCTIONS ON PAGE 3

**(THIS PROPOSAL INCLUDES
INSTRUCTIONS TO BIDDERS)**

A. DEPOSIT OF PROPOSALS. CONTRACT #5 METAL FRAMES, RINGS, GRATINGS (Spring 2017)

- 1. All envelopes containing Bid proposals shall be clearly marked "Bid Proposal for letting of April 12, 2017 ." DATE

Beaver County Regional C.O.G.

 MUNICIPALITY (NAME & TYPE)
 Rebecca Mastasco, President

 Monaco Municipal Building
 928 Pennsylvania Avenue

 Monaca PA 15061

 ADDRESS

Sealed Proposals will be received on or before 11:45 AM , on the above Letting Date. TIME

SECRETARY
 Monaco Municipal Building
 928 Pennsylvania Avenue

Bids will be opened and read at approximately 12:00 PM , on the above Letting Date. TIME

PROPOSALS MUST BE MAILED OR OTHERWISE DELIVERED TO THE ABOVE ADDRESS.

- 2. Supplier agrees to furnish and deliver those items for which prices have been indicated on the Schedule of Prices (Attachment 1) in accordance with the current PennDOT Specifications (Pub. 408), except bidders need not be prequalified by PennDOT (Sec. 102.01). It is understood that: (1) Bituminous materials will be purchased weight or converted gallons at 60 F. (2) Supplier must furnish Form CS-4171, CERTIFICATE OF COMPLIANCE and/ or TR-465 DAILY BITUMINOUS MIX CERTIFICATION. (3) The Municipality reserves the right to make an award on the basis of quotations received for any item or on the basis of the aggregate total for all like items on which quotations are received.

- 3. Contract shall expire March 31, 2018 (DATE)

B. CONTRACTOR'S CERTIFICATION

Proposal of Chemung Supply Corp.

 (NAME OF CONTRACTOR)
 PO Box 527 Elmira, NY 14902 607-733-5506

 (ADDRESS) (PHONE NUMBER)

- 1. It is hereby certified as follows:
 - a. The only person (s) having an interest in this proposal is (are) [include owners of leased equipment]:

 - b. None of the above persons are employees of the municipality.
 - c. This proposal is made without collusion with any other person, firm or corporation.
 - d. All specifications referred to above have been examined by the suppliers. The supplier understands that the quantities indicated herein are approximate and are subject to change as may be required; and that all work is payable on the basis of the unit prices listed on the Schedule of Prices (Attachment 1).
- 2. Accompanying this proposal is a certified check or bid bond in he amount of \$ 1,000.00 made payable to the Beaver County Regional Councils of Governements, as a proposal guarantee which, it is understood, will be forfeited in case the supplier fails to comply with the requirements of the proposal.
- 3. Name(s) of source(s) of supply of bituminous materials.

* For Contract Projects, use MS-944.

- 4. The supplier will comply with all requirements of the laws and implementing regulations of the Commonwealth of Pennsylvania and of the United States relating to human relations, equal opportunity and non-discrimination in employment, and will pay to workmen employed in the performance of the contract the wages to which they may be entitled and, when required by law, not less than the applicable prevailing wage.
- 5. The supplier will provide the Beaver County Regional Councils of Governments with a performance bond, conditioned upon the faithful performance of the contract.

WITNESS OR ATTESTED BY:

TITLE: Witness

Chemung Supply Corp.

SUPPLIER

BY:

TITLE: Carl H Perine Vice-President

TO BE EXECUTED ONLY IN THE EVENT THE ABOVE PROPOSAL IS ACCEPTED

ACCEPTED ON:

ATTESTED BY:

DATE

TITLE:

MUNICIPALITY

BY:

TITLE:

(SEAL)

TITLE:

TOTAL AMOUNT OF CONTRACT:

TITLE:

\$

ITEMS INCLUDED IN CONTRACT:

SCHEDULE OF PRICES FOR EQUIPMENT AND / OR MATERIALS

Our stockpile is located at: _____

PROPOSAL AND CONTRACT INSTRUCTIONS

1. The proposal must be typewritten or printed.
2. If more than one proposal on any project is submitted by any individual, firm or partnership, corporation or association under the same or different names, only one lowest proposal will be considered.
3. Bid bonds may be waived by municipality by crossing it out on Proposal Form 963.
4. Part A of page 1 is to be completed by the municipality. Part B of page 1 is to be completed by the supplier. Schedule of Prices - under equipment section the municipality must complete description, delivery date, delivery site, and check appropriate block (s) for outright purchase or rental with purchase option. Under material section all like materials must be listed together and space provided for a total of all like materials. **EXAMPLE:** All classes of concrete, all sizes of concrete pipe, all sizes corrugated metal pipe, all asphalt materials, etc. Columns 1, 2, 3, 4, and 5 (be sure to include delivery date) must be filled in by the municipality to insure equitable bidding. All of Columns 6, A, 7, B, 8, and C must be filled in by the supplier, unless otherwise indicated. (Unit Price delivered as directed does not apply to bituminous pavements. Use form MS-944.) If more space is needed, add note at the bottom of the page: " Continued on Attachment 1 - A" and add additional sheet designated as Attachment 1 - A, 1-b, etc. Repeat note for each additional sheet required. Municipality may eliminate one or two pairs of Columns 6 through C, if no bids are desired under one or two of the options.
5. Performance bonds are provided only the successful bidder. Bond must be in 50% of contract amount.
6. Where Materials for a Wearing Surface Treatment are part of the contract Average Daily Traffic (ADT) Count must be included in the description.
7. Contractor awarded the bid shall receive an approved copy of the contract.
8. Form MS-963 is not to be used for purchasing bituminous or other pavements in place. **IF ALTERNATE BIDS MUST BE SECURED, BOTH MS-963 AND MS-944 MUST BE USED.**
9. This form is **PRIMARILY** for use when work is performed by Local Forces.
10. An **ESCALATOR CLAUSE** is optional; however, it must be included in the proposal prepared by the Municipality. An escalator clause **MAY NOT** be inserted by the contractor.

1	2	3*	4**	5	6	A	7	B	8***	C
ITEM NO.	APPROX. QUANTITY	UNIT	DESCRIPTION	REMARKS AND / OR DELIVERY DATES	UNIT PRICE FOB PLANT	TOTAL (2 x 6)	UNIT PRICE DELIVERED AT JOB SITE	TOTAL (2 x 7)	UNIT PRICE DELIVERED AS DIRECTED	TOTAL (2 x 8)
1.	6	EA	2' X 4' Storm Inlet Risers, T = 2"		295.00	1770.00	XXXXXXXXXXXXXX	XXXXXX	XXXXXXXXXXXXXX	XXXXXX
2.	36	EA	2' X 4' Storm Inlet Risers, T = 3"		325.00	11,700.00	XXXXXXXXXXXXXX	XXXXXX	XXXXXXXXXXXXXX	XXXXXX
3.	10	EA	2' X 4' Storm Inlet Risers, T = 4"		335.00	3350.00	XXXXXXXXXXXXXX	XXXXXX	XXXXXXXXXXXXXX	XXXXXX
4.	11	EA	2' X 2' Steel Gate & Frame		NO BID		XXXXXXXXXXXXXX	XXXXXX	XXXXXXXXXXXXXX	XXXXXX
			TYPE IN INLET GRATE & FRAME							
5.	58	EA	Steel w/ Straight Bars (Bicycle Safe) Grates only (HS-20 Loading)						XXXXXXXXXXXXXX	XXXXXXXXXX
6.	13	EA	Cast Iron w/ Diagonal Bars Grates only (HS-20 Loading)						XXXXXXXXXXXXXX	XXXXXXXXXX
7.	45	EA	Steel Inlet Frame only (HS-20 Loading)						XXXXXXXXXXXXXX	XXXXXXXXXX
				***** All items must meet PennDOT Specifications Form 408, Latest Edition						

* Gallons - Tons - Feet - etc ** Includes Class - Size - Diameter ***For Bituminous or other Pavements in Place, Use Form 944
 USE OF CUTBACK ASPHALT IS PROHIBITED BETWEEN MAY 1 st AND OCTOBER 31 st EXCEPT AS NOTED IN BULLETIN NO. 25. ALL COLUMNS MUST BE COMPLETED UNLESS OTHERWISE INDICATED

**PERFORMANCE BOND
(With Corporate Surety)**

Attachment # 2

KNOW ALL MEN BY THESE PRESENTS, That we, _____

as Principal and _____

a corporation incorporated under the laws of the State of _____

as Surety, are held and firmly bound unto _____

in the full and just sum of _____

(\$ _____) dollars lawful money of the United States of America, to be paid to the above

Municipality or its assigns, to which payment well and truly to be made, we bind ourselves, our heirs, executors administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the above bounden Principal has entered into a contract with the above Municipality, bearing even date herewith, for the undertaking of certain obligations as therein set forth,

NOW, THEREFORE, the condition of this obligation is such that if the above bounden Principal, as Contractor, shall in all respects comply with and faithfully perform the terms and conditions of said contract, including the Specifications and conditions referred to and made a part thereof, and such alterations as may be made in said Specifications as therein set forth, then this Obligation shall be void, but otherwise the same shall be and remain in full force, virtue and effect.

It is further provided that any alteration which may be made in the terms of the contract or its specifications with the express approval to the Municipality or the Principal to the other, shall not in any way release the Principal and the Surety or either or any of them, their heirs, executors, administrators, successors or assigns from their liability hereunder, notice to the Surety of any such alteration or forbearance being hereby waived.

IN WITNESS WHEREOF, the said Principal and Surety have duly executed this Bond under Seal, pursuant to due and legal action authorizing the same to be done on _____

(DATE OF BOND)



Attest / Witness

CONTRACTOR

TITLE

BY

TITLE:



Attest / Witness

SURETY COMPANY

TITLE

TITLE:

Non-Collusion Affidavit

State of New York _____:

Contract/Bid No. _____

County of Chemung _____:

I state that I am Vice-President _____ of Chemung Supply Corp. _____
(Title) (Name of my Firm)

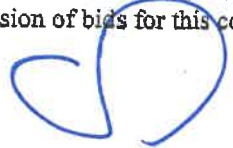
and that I am authorized to make this affidavit on behalf of my firm, and its owner, directors, and officers. I am the person responsible in my firm for the prices(s) and the amount of this bid.

I state that:

- (1) The prices(s) and amount of this bid have been arrived at independently and without consultation, communications or agreement with any other contractor, bidder or potential bidder.
- (2) Neither the prices(s) nor the amount of this bid, and neither the approximate prices(s) nor approximate amount of this bid, have been disclosed to any other firm or person who is a bidder or potential bidder, and they will not be disclosed before bid opening.
- (3) No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive bid or other form of complementary bid.
- (4) The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive bid.
- (5) Chemung Supply Corp. _____, its affiliates,
(Name of Firm)

subsidiaries, officer, directors and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

I state that Chemung Supply Corp. _____ understands and
(Name of Firm)
acknowledges that the above representations are material and important, and will be relied on by
Beaver County Regional COG _____
(Name of public entity)
in awarding the contract(s) for which this bid is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from
Beaver County COG _____ of the true facts relating to the submission of bids for this contract.
(Name of Public Entity)



(Name and Company Position)
Carl H Perine Vice-President

SWORN TO AND SUBSCRIBED
BEFORE ME THIS 4th DAY
OF April, 2017

Susanne M. Carrier
(Notary Public)

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

AIA Document 310 - 2010 Bid Bond

CONTRACTOR (Name, legal status and address):

Chemung Supply Corporation

2420 Corning Road

Elmira, NY 14903

SURETY (Name, legal status and principal place of business):

Fidelity and Deposit Company of Maryland

1299 Zurich Way

Schaumburg, IL 60196-1056

OWNER (Name, legal status and address):

Beaver County Regional Council of Governments
& its Participating Municipalities

Monaco Municipal Building
928 Pennsylvania Avenue

Monaca PA 15061

Bond Amount: one thousand dollars & no cents

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

furnishing metal frames and grating

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters in to a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed by the Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 23rd day of February, 2017.

[Signature]
(Witness)

(Seal)

(Witness)

(Seal)

Chemung Supply Corp.

(Principal)

(Seal)

(Title) Marc P. Stemeran President

Fidelity and Deposit Company of Maryland

(Surety)

[Signature]
(Title) Catherine Campbell, Attorney-in-Fact

ACKNOWLEDGEMENT PAGE

CORPORATION

STATE OF NEW YORK
COUNTY OF Chemung SS

ON THIS 27 DAY OF March 20 17 BEFORE ME PERSONALLY CAME
Marc P. Stemerman TO ME PERSONALLY KNOWN AND KNOWN TO ME TO
BE President OF Chemung Supply Corp.

THE CORPORATION DESCRIBED IN AND WHICH EXECUTED THE FOREGOING INSTRUMENT AS PRINCIPAL, WHO BEING BY
ME DULY SWORN, DID DEPOSE AND SAY: THAT HE RESIDES Elmira, NY THAT HE IS
President OF THE SAID Chemung Supply Corp. AND KNOWS
THE CORPORATE SEAL THEREOF: THAT THE SEAL AFFIXED TO THE FOREGOING INSTRUMENT IS THE CORPORATE SEAL OF
SAID COMPANY AND WAS AFFIXED THERETO BY AUTHORITY OF THE BOARD OF DIRECTORS OF SAID COMPANY, AND
THAT HE SIGNED HIS NAME THERETO BY THE LIKE AUTHORITY AS President OF SAID COMPANY.

SUSANNE M. CARRIER
Notary Public, State of New York
Chemung County No. 01GA4776654
Commission Expires December 31, 20 18

Susanne M. Carrier
NOTARY PUBLIC

FOR INDIVIDUAL OR PARTNERSHIP

STATE OF NEW YORK
COUNTY OF _____ SS

ON THIS _____ DAY OF _____ 20 _____, BEFORE ME PERSONALLY CAME

_____ TO ME KNOWN TO BE THE PERSON ___ DESCRIBED
IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AS PRINCIPAL _____, AND ACKNOWLEDGED
THAT ___ HE ___ EXECUTED THE SAME.

NOTARY PUBLIC

NOTARY JURATS

STATE OF NEW YORK
COUNTY OF CHEMUNG SS

ON THIS **27TH** DAY OF **MARCH** IN THE YEAR **2017** BEFORE ME PERSONALLY CAME **CATHERINE CAMPBELL** TO ME
KNOWN, WHO, BEING BY ME DULY SWORN, DID DEPOSE AND SAY, THAT SHE RESIDES IN THE CITY OF **ELMIRA HEIGHTS**;
THAT SHE WAS THE ATTORNEY-IN-FACT OF THE FIDELITY AND DEPOSIT COMPANY OF MARYLAND, THE CORPORATION
NAMED IN AND WHICH EXECUTED THE WITHIN INSTRUMENT; THAT SHE KNOWS THE SEAL OF SAID CORPORATION; THAT
THE SEAL AFFIXED TO SAID INSTRUMENT IS SUCH CORPORATE SEAL; THAT IT WAS SO AFFIXED BY ORDER OF THE
BOARD OF DIRECTORS OF SAID CORPORATION, AND THAT SHE SIGNED HER NAME THERETO BY LIKE ORDER. AND THAT
THE LIABILITIES OF SAID COMPANY DO NOT EXCEED ITS ASSETS AS ASCERTAINED IN THE MANNER PROVIDED IN
SECTION 183 OF THE INSURANCE LAW, CONSTITUTING CHAPTER 33 OF THE CONSOLIDATED LAWS OF THE STATE OF
NEW YORK..

Kelly Marie Shaw
NOTARY PUBLIC

KELLY MARIE SHAW
Notary Public, State of New York
Chemung County No. 01SH6340692
Commission Expires April 25, 20 20

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

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **MICHAEL BOND, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Kevin MURRAY, Gayle MORSE, Catherine CAMPBELL, Paula BUBACZ, Kelly SHAW, Kathleen FETTERMAN and Steven SUMNER**, all of Elmira, New York, EACH its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.


The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.


IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 1st day of April, A.D. 2016.

ATTEST:

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



By: 
*Assistant Secretary
Dawn E. Brown*


*Vice President
Michael Bond*

State of Maryland
County of Baltimore

On this 1st day of April, A.D. 2016, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **MICHAEL BOND, Vice President, and DAWN E. BROWN, Assistant Secretary**, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth 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, 2019

FIDELITY AND DEPOSIT COMPANY

OF MARYLAND

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

**Statement of Financial Condition
As Of December 31, 2016**

ASSETS

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

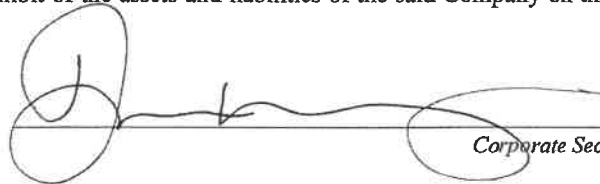
LIABILITIES, SURPLUS AND OTHER FUNDS

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

Securities carried at \$62,166,344 in the above statement are deposited with various states as required by law.

Securities carried on the basis prescribed by the National Association of Insurance Commissioners. On the basis of market quotations for all bonds and stocks owned, the Company's total admitted assets at December 31, 2016 would be \$209,350,832 and surplus as regards policyholders \$168,260,711.

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



 Corporate Secretary

State of Illinois }
City of Schaumburg } SS:

Subscribed and sworn to, before me, a Notary Public of the State of Illinois, in the City of Schaumburg, this 1st day of March, 2017.



 Notary Public





SANCTIONS EXCLUSION ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

The following exclusion is added to the policy to which it is attached and supersedes any existing sanctions language in the policy, whether included in an Exclusion Section or otherwise:

SANCTIONS EXCLUSION

Notwithstanding any other terms under this policy, we shall not provide coverage nor will we make any payments or provide any service or benefit to any insured, beneficiary, or third party who may have any rights under this policy to the extent that such cover, payment, service, benefit, or any business or activity of the insured would violate any applicable trade or economic sanctions law or regulation.

The term policy may be comprised of common policy terms and conditions, the declarations, notices, schedule, coverage parts, insuring agreement, application, enrollment form, and endorsements or riders, if any, for each coverage provided. Policy may also be referred to as contract or agreement.

We may be referred to as insurer, underwriter, we, us, and our, or as otherwise defined in the policy, and shall mean the company providing the coverage.

Insured may be referred to as policyholder, named insured, covered person, additional insured or claimant, or as otherwise defined in the policy, and shall mean the party, person or entity having defined rights under the policy.

These definitions may be found in various parts of the policy and any applicable riders or endorsements.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED