

**ERIE AREA COUNCIL OF GOVERNMENTS  
JOINT BIDDING COMMITTEE  
2024**

**BID # 2024 – 3  
SEALING PAVEMENT**

**PLEASE CONTACT MICHELLE JAGGI WITH QUESTIONS  
AT MJAGGI@ERIEAREACOG.ORG  
OR (814) 454-1770**

**PROPOSAL FROM:**

**COMPANY:** Suit-Kote Corporation  
**ADDRESS:** 10965 McHenry Street  
Meadville PA 16335  
**CONTACT NAME:** Steven Cooper  
**PHONE #:** 814-337-1171  
**E-MAIL:** cbenek@suit-kote.com  
**DATE:** April 5, 2024

# **ERIE AREA COUNCIL OF GOVERNMENTS**

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

TO: ALL PROSPECTIVE BIDDERS

FROM: EACOG'S JOINT MUNICIPAL BIDDING COMMITTEE

SUBJECT: SOLICITATION OF BIDS -- Sealing Pavement

DATE: March 22, 2024

Sealed proposals will be received by the Erie Area Council of Governments Joint Municipal Bidding Committee, acting on behalf of Erie County, the Cities of Corry and Erie; the Boroughs of Albion, Cranesville, Edinboro, Girard, Mill Village, Union City, Wattsburg and Wesleyville; the Townships of Amity, Elk Creek, Fairview, Franklin, Girard, Greene, Greenfield, Harborcreek, Lawrence Park, LeBoeuf, McKean, Millcreek, North East, Springfield, Summit, Union, Venango, and Waterford; and the Summit Township Water Authority. 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 11:30AM Friday, April 5, 2024 to:**  
**Erie Area Council of Governments**  
**150 East Front St. Ste 300**  
**Erie, PA 16507**

**Do not submit any bids via website, e-mail, or to Greene Township.**

All bids submitted shall be **opened and read aloud on April 5, 2024 at 2:30 pm at the**  
***Greene Township Building***  
***9333 Tare Rd.***  
***Erie, PA 16509***

Items and services for which bids will be received include:

## **Crack Sealing**

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 Michelle Jaggi, Executive Director at 814-454-1770 or [mjaggi@erieareacog.org](mailto:mjaggi@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 participating in the Erie Area Council of Governments' Joint Municipal Bidding Program. These municipalities shall include Erie County, the Cities of Corry and Erie; the Boroughs of Albion, Cranesville, Edinboro, Girard, Mill Village, Union City, Wattsburg and Wesleyville; the Townships of Amity, Elk Creek, Fairview, Franklin, Girard, Greene, Greenfield, Harborcreek, Lawrence Park, LeBoeuf, McKean, Millcreek, North East, Springfield, Summit, Union, Venango, and Waterford; and the Summit Township Water Authority.

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 vendor may be required to deliver a performance bond as security for the faithful performance of this Contract. The performance bond will be provided payable to 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. All bids shall be signed. Bids which are not signed by the individual making them, should have attached thereto a power-of-attorney evidencing authority to sign the bid in the name of the person for whom it is signed. Bids by partnership must furnish the full name of all partners and must be signed in the partnership name by all of the partners or by an attorney-in-fact.

If signed by an attorney-in-fact, there should be attached to the bid a power-of-attorney evidencing authority to sign the bid(s) executed by the partners. Bids by corporations must be signed with the legal name of the corporation, followed by the name of the state of incorporation and by the signature of the president or vice-president, or other officer of the corporation authorized to bind it in these matters; together with the impression of the corporate seal, attested

by the secretary of the corporation. When requested by the Owner, satisfactory evidence of the authority of the officer signing in behalf of the corporation shall be furnished.

#### **ARTICLE IV - CERTIFIED STATEMENTS**

Bidders may be required to submit sworn statements of their financial responsibility, technical qualifications, previous experience, performance record or other pertinent data designed to indicate the Bidder's capability to execute this Contract competently and successfully.

#### **ARTICLE V - CHANGES WHILE BIDDING**

During the bidding period, Bidders may be furnished with addenda for additions or alteration to the bidding specifications. These shall be included in the bid proposal and shall become a part of the contract documents. The Bidder shall be required to indicate the receipt of such addenda.

#### **ARTICLE VI - WITHDRAWAL OF BIDS**

Any Bidder may withdraw his bid at any time prior to the scheduled time for the receipt of bids. No bid may be withdrawn after the time and date set forth in the Notice to Bidders, which indicates when bids shall be opened. Negligence on the part of the Bidder in preparing the bid confers no right for the withdrawal of the bid after it has been opened.

#### **ARTICLE VII - CONTRACT MODIFICATION**

After the contract date, the EACOG 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 purchasing regulations and furthermore allow a participating municipality to enter into a Contract with a successful Bidder, even though that municipality was not included in the initial bid request. This provision is not extended to municipalities that are neither EACOG members nor Joint Bidding participants, a list of eligible participants is included in the Special Conditions section.

If for any reason, the initial bidding specifications include or fail to include a minor and/or closely related requirement--that is desirable of the Owner to change, add to or delete from the awarded Contract--the Owner shall have the right, through the issuance of a

change order and granting approval of the Contractor, to change, add to or delete from the Contract, such minor or closely related requirements. (Examples of changes, additions or deletions of minor or closely related requirements shall include, but are not limited to--colors, sizes or accessory equipment).

#### **ARTICLE VIII - VERBAL STATEMENTS**

No verbal or oral interpretation of plans or specifications will be given before the award of the Contract. Discrepancies, omissions, or doubts as to the meaning of plans or specifications should be communicated to the Owner in writing for clarification. Any interpretation made will be in the form of an addendum to the specifications which will be forwarded to all Bidders by registered mail. See Article V.

#### **ARTICLE IX - CONTRACT DURATION**

Unless otherwise noted or specified, all Contracts shall commence with the Contract Date and expire on April 30, 2024 or on April 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, 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 section.

#### **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 SPECIFICATION**

**SEALING PAVEMENT**

**ERIE AREA COUNCIL OF GOVERNMENTS**

**JOINT MUNICIPAL BIDDING COMMITTEE**

**MARCH 22, 2024**

Administered by:

Erie Area Council of Governments  
150 East Front St.  
Suite 300  
Erie, PA 16507  
814-454-1770  
[mjaggi@erieareacog.org](mailto:mjaggi@erieareacog.org)

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

**SPECIAL CONDITIONS  
2024**

**SEALING PAVEMENT**

**ALBION BOROUGH, CITY OF ERIE, EDINBORO BOROUGH, and WATERFORD TOWNSHIP**

General

Bids are requested for Crack Sealing for Albion Borough, the City of Erie, Edinboro Borough, and Waterford Township; with the similar bid prices available if requested to the following Erie Area Council of Government members: the County of Erie, Summit Township Water Authority, the City of Corry, the Townships of Amity, Elk Creek, Fairview, Franklin, Girard, Greene, Greenfield, Harborcreek, Lawrence Park, LeBoeuf, McKean, Millcreek, North East, Springfield, Summit, Union, Waterford, and Venango; and the Boroughs of Cranesville, Girard, Mill Village Union City, Wattsburg, and Wesleyville.

Prices submitted through this joint bid process are for these municipal participants only.

The lowest responsible bidder and the contract award shall be determined by each 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 materials and 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.

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

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

All materials shall conform to the requirements of PennDot Publication 408 latest edition and all supplements thereto, unless otherwise noted.

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

**SPECIAL CONDITIONS  
2024**

**SEALING PAVEMENT**

**Bid Security shall be 5% of the total bid price** for all Municipalities in the form of a Bid Bond of certified check and made payable the Erie Area Council of Governments.

**WATER**

Any use of municipal water will be billed to the contractor. Backflow prevention must be utilized. Water quantities must be metered and documented so verifiable calculations for use can be submitted.

**PERIOD OF CONTRACT**

Resulting contract shall remain in effect until the date noted in the "Term of Contract" sections of the Detailed Specifications or until April 30, 2025 if not noted. The Municipalities reserve 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:**

If you require additional information regarding these Special Conditions please contact:

Albion Borough: Gary Wells (814) 756-3660

City of Erie: Jason Sayers (814) 870-1454

Edinboro Borough: Chris Motter (814) 923-3519

Waterford Township: Jerry Hanas (814) 796-2109

ERIE AREA COUNCIL OF GOVERNMENTS  
JOINT MUNICIPAL BIDDING COMMITTEE

SPECIAL CONDITIONS

2024

SEALING PAVEMENT

Following is the estimated volume of Crack Sealing required:

<u>Crack Sealing</u>	<u>Approximate Gallons</u>
<u>Albion Borough</u>	<u>260</u>
<u>City of Erie</u>	<u>10,000</u>
<u>Edinboro Borough</u>	<u>1,000</u>
<u>Waterford Township</u>	<u>750</u>

**ERIE AREA COUNCIL OF GOVERNMENTS  
JOINT MUNICIPAL BIDDING COMMITTEE  
2024**

**CRACK SEALING  
DETAILED SPECIFICATIONS  
OPTION 1 – Not PennDot approved**

11500 GALLONS PG 64-22 WITH POLYESTER SYNTHETIC FIBERS FOR SURFACE PREPARATION AND CRACK SEALING IN BITUMINOUS SURFACED PAVEMENTS

**DESCRIPTION**

THIS WORK CONSISTS OF SEALING RANDOM CRACKS IN BITUMINOUS SURFACED PAVEMENTS.

**OPTION 1:  
MATERIALS**

11500 GALLONS OF ASPHALT CEMENT CLASS PG 64-22, SECTION 702 WITH POLYESTER SYNTHETIC FIBERS (5 PERCENT BY EIGHT)

**CONSTRUCTION**

**MIXING PROCEDURES, SECTION 468.4(A)**

SURFACE PREPARATION: APPLY FIBERIZED ASPHALT CEMENT ONLY AFTER THE SURFACE IS CLEAN, DRY AND FREE OF ANY LOOSE MATERIAL AND DEBRIS. DO NOT ROUT CRACKS. POWER BROOM AS DIRECTED. CLEAN CRACK BY AIR BLASTING IMMEDIATELY PRIOR TO SEALING. USE A COMPRESSED AIR STREAM OF AT LEAST 100 MOISTURE AND OTHER CONTAMINANTS.

SEALING: USE IN PLACE HOT EXTRUSION TO APPLY THE PG 64-22 AND FIBERS MIXTURE. APPLY THE MIXTURE FOUR INCHES WIDE AND 1/8 PLUS 1-1/16 INCH THICK. CENTER THE MIXTURE OVER THE CRACK.

GALLONS OF MIXTURE, COMPLETE IN PLACE AS SPECIFIED

**MAINTENANCE AND PROTECTION OF TRAFFIC**

BIDDER SUPPLIES FLAGMEN FOR TRAFFIC CONTROL AND FLAGMEN CONFIRM TO PUB. 203 AS APPLICABLE.

**LIQUIDATED DAMAGE**

FOR EACH DAY THAT ANY PHYSICAL WORK REMAINS UNCOMPLETED AFTER THE REQUIRED COMPLETION DATE, TWO HUNDRED DOLLARS (\$200.00) PER CALENDAR DAY WILL BE DEDUCTED FOR MONEY DUE OR BECOME DUE.

ERIE AREA COUNCIL OF GOVERNMENTS  
JOINT MUNICIPAL BIDDING COMMITTEE

FORM OF PROPOSAL

2024

SEALING PAVEMENT

CITY OF ERIE, EDINBORO, FAIRVIEW, UNION CITY, WATERFORD

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

CRACK SEALING: furnished and installed

Albion Borough

**PRICE PER GALLON FOR 260 GALLONS**

**Please indicate \$/gallon for Detailed Specification**

**Option 1 \$ 18.25 / GL**

CITY OF ERIE

**PRICE PER GALLON FOR 10,000 GALLONS**

**Please indicate \$/gallon for Detailed Specification**

**Option 1 \$ 17.67 / GL**

EDINBORO BOROUGH

**PRICE PER GALLON FOR 1,000 GALLONS**

**Please indicate \$/gallon for Detailed Specification**

**Option 1 \$ 18.00 / GL**

WATERFORD TOWNSHIP

**PRICE PER GALLON FOR 750 GALLONS**

**Please indicate \$/gallon for Detailed Specification**

**Option 1 \$ 18.00 / GL**



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

**FORM OF PROPOSAL**

**2024**

SEALING PAVEMENT

Accompanying this Proposal is a certified check or bid bond (circle one) in the amount of 5% of 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 Bid, Instructions to Bidders, Special Conditions, Detail Specifications, and all other parts of the Document. I am/We are the only person(s) interested in the Proposal as principal(s). This Proposal is made without collusion with any person, firm or corporation.

Company Suit-Kote Corporation

Address 10965 McHenry Street

Meadville PA 16335

Phone 814-337-1171

ATTEST:



Sales Admin

(Title)

E-Mail cbenek@suit-kote.com

Signed 

Name Steven C Cooper

(Type or Print)

Title Sales Representative

Date April 5, 2024





# ANTI-COLLUSION AFFIDAVIT

County: Erie

Municipality: EACOG

State of: Pennsylvania Project Number: N/A

County of: Crawford Fed. Project No. N/A  
(If Applicable)

The undersigned deponent deposes and says that they are the Sales Representative of the Suit-Kote Corporation Company; that they are authorized to make this affidavit on behalf of said company in compliance with section 102.06 (e) of Department Specifications, Publication 408, as amended and that the said company has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with such contract.

Suit-Kote Corporation

(Contractor)

BY

Steven C. Cooper, Sales Representative

Sworn to and subscribed before me the undersigned notary public this  
1st day of April, 2024

Notary Public

My Commission expires \_\_\_\_\_

Commonwealth of Pennsylvania - Notary Seal  
 Candice Benek, Notary Public  
 Crawford County  
 My commission expires July 2, 2025  
 Commission number 1277613  
 Member, Pennsylvania Association of Notaries



COMMONWEALTH OF PENNSYLVANIA

PUBLIC WORKS EMPLOYMENT VERIFICATION FORM

Date 04/01/2024

Business or Organization Name (Employer) Suit-Kote Corporation

Address 10965 McHenry Street

City Meadville State PA Zip Code 16335

☒ Contractor ☐ Subcontractor (check one)

Contracting Public Body EACOG

Contract/Project No \_\_\_\_\_

Project Description \_\_\_\_\_

Project Location EACOG

As a contractor/subcontractor for the above referenced public works contract, I hereby affirm that as of the above date, our company is in compliance with the Public Works Employment Verification Act ('the Act') through utilization of the federal E-Verify Program (EVP) operated by the United States Department of Homeland Security. To the best of my/our knowledge, all employees hired post January 1, 2013 are authorized to work in the United States.

It is also agreed to that all public works contractors/subcontractors will utilize the federal EVP to verify the employment eligibility of each new hire within five (5) business days of the employee start date throughout the duration of the public works contract. Documentation confirming the use of the federal EVP upon each new hire shall be maintained in the event of an investigation or audit.

I, Steven C. Cooper, authorized representative of the company above, attest that the information contained in this verification form is true and correct and understand that the submission of false or misleading information in connection with the above verification shall be subject to sanctions provided by law.

  
Authorized Representative Signature



## AFFIDAVIT RE

## ACCEPTING PROVISIONS OF THE WORKMEN'S COMPENSATION ACT

State of PENNSYLVANIA

)

)

) ss:

)

County of Crawford

)

being duly sworn according to law deposes and says that they have  
 he has  
 it has

accepted the provisions of the Workmen's Compensation Act of 1915 of the Commonwealth of Pennsylvania, with

has his  
 its supplements and amendments, and have insured their liability thereunder in accordance with the terms of said  
 its

Act with Arch Insurance Company

(SURETY COMPANY)

Suit-Kote Corporation

(TYPE OR PRINT)

CONTRACTOR

BY

SIGNATURE

Steven C Cooper, Sales Representative

Sworn to and subscribed before me this 1st day of April A.D. 20 24.

SIGNATURE

My Commission Expires

(DATE)

Commonwealth of Pennsylvania - Notary Seal  
 Candice Benek, Notary Public  
 Crawford County  
 My commission expires July 2, 2025  
 Commission number 1277613  
 Member, Pennsylvania Association of Notaries

STATEMENT OF SURETY'S INTENT

To: Erie Area Council of Governments  
(Owner)

We have reviewed the Bid of Suit-Kote Corporation  
(Contractor)  
of 10965 McHenry Street, Meadville PA 16335  
(Address)

for Crack Sealing

(Project)

Bids for which will be received on April 5, 2024

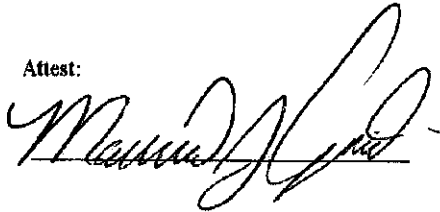
(Bid Opening Date)

and wish to advise that should this Bid of the Contractor be accepted and the Contract awarded to him, it is our present intention to become surety on the performance bond and labor and material bond required by the Contract.

Any arrangement for the bonds required by the Contract is a matter between the Contractor and ourselves and we assume no liability to you or third parties if for any reason we do not execute the requisite bonds.

We are duly authorized to do business in the State of Pennsylvania

Attest:



Liberty Mutual Insurance Company

  
Surety's Authorized Signature(s)  
Francis A. Lowther, Attorney-in-Fact



Seal No. 5728

Attach Power of Attorney

(Corporate seal if any. If  
no seal, write "No Seal"  
across this place and sign.)

(This Form Must Be Completed  
and Submitted with the Bid)



# AIA Document A310™ – 2010

## Bid Bond

### CONTRACTOR:

(Name, legal status and address)

Suit-Kote Corporation

10965 McHenry Street, Meadville PA 16335

### SURETY:

(Name, legal status and principal place of business)

Liberty Mutual Insurance Company

175 Berkley Street  
Boston, MA 02116

### OWNER:

(Name, legal status and address)

Erie Area Council of Governments

150 East Front Street, Suite 300, Erie PA 16507

BOND AMOUNT: ( of Bid)

PROJECT: Ten Percent of Amount Bid (10% of Amount Bid)

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

Crack Sealing

Bid # 2024-3 Sealing Pavement

Project Number, if any:

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

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

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

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

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

Signed and sealed this April 5, 2024

(Witness)

(Witness)

Suit-Kote Corporation

(Principal)

(Seal)

(Title) Steven C Cooper

Sales Representative

Liberty Mutual Insurance Company

(Surety)

(Seal)

(Title)

Francis A. Lowther, Attorney in Fact



Seal No. 5728

### INDIVIDUAL ACKNOWLEDGMENT

State of \_\_\_\_\_  
County of \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me personally appeared \_\_\_\_\_ known to me to be the person described in and who executed the foregoing instrument, and he/she duly acknowledged to me that he/she executed the same.

\_\_\_\_\_  
Notary Public

### CORPORATION ACKNOWLEDGMENT

State of Pennsylvania  
County of Crawford

On this April 5, 2024, before me personally appeared Steven C Cooper to me known, who being by me duly sworn, did depose and say: that he/she resides in Meadville; that he/she is Sales Representative of the corporation described in and which executed the foregoing instrument; that he/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 he/she signed his/her name thereto by like order.

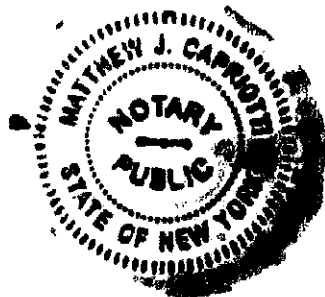
Candice Benek  
Notary Public

### SURETY ACKNOWLEDGMENT

State of New York  
County of Onondaga

On this April 5, 2024, before me personally appeared Francis A. Lowther to me known, who being by me duly sworn, did depose and say: that he/she resides in the City of Syracuse, NY; that he/she is the Attorney-In-Fact of the above signed surety, the corporation described in and which executed the within instrument; that he/she knows the corporate 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 he/she signed his/her name thereto by like order.

Commonwealth of Pennsylvania - Notary Seal  
Candice Benek, Notary Public  
Crawford County  
My commission expires July 2, 2025  
Commission number 1277613  
Member, Pennsylvania Association of Notaries



Matthew J. Capriotti  
Notary Public

MATTHEW J. CAPRIOTTI  
Notary Public - State of New York  
No. 01CA6434571  
Qualified in Onondaga County  
My Commission Expires June 5, 2026



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

Certificate No: 8204951-837023

## POWER OF ATTORNEY

**KNOWN ALL PERSONS BY THESE PRESENTS:** That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Chelsea E. Follett; Edward J. Reagan; Fran Lowther; Francis A. Lowther; Joseph P. Campbell; Monique Kocienski; Natalie M. Jimenez; Robert B. Parrish; Sarah E. Peterson

all of the city of Marcellus state of NY each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

**IN WITNESS WHEREOF,** this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 4th day of March, 2021.



Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

By:

David M. Carey  
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss  
County of MONTGOMERY

On this 4th day of March, 2021, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

**IN WITNESS WHEREOF,** I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal  
Teresa Pastella, Notary Public  
Montgomery County  
My commission expires March 28, 2025  
Commission number 1126044  
Member, Pennsylvania Association of Notaries

By:

Teresa Pastella  
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

### ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

### ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation** - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization** - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

**IN TESTIMONY WHEREOF,** I have hereunto set my hand and affixed the seals of said Companies this April 5, 2024



By:

Renee C. Llewellyn  
Renee C. Llewellyn, Assistant Secretary



Seal No. 5728

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.



## LIBERTY MUTUAL INSURANCE COMPANY

## Financial Statement – December 31, 2022

Assets		Liabilities	
Cash and Bank Deposits .....	\$3,908,755,039	Unearned Premiums.....	\$10,133,358,204
*Bonds — U.S Government.....	3,451,999,931	Reserve for Claims and Claims Expense.....	27,953,643,316
*Other Bonds .....	18,862,255,155	Funds Held Under Reinsurance Treaties.....	368,610,620
*Stocks .....	19,372,953,698	Reserve for Dividends to Policyholders .....	1,379,296
Real Estate.....	190,092,373	Additional Statutory Reserve.....	197,278,000
Agents' Balances or Uncollected Premiums.....	7,929,876,358	Reserve for Commissions, Taxes and	
Accrued Interest and Rents .....	166,740,412	Other Liabilities.....	9,206,000,954
		<b>Total.....</b>	<b>\$47,860,270,390</b>
Other Admitted Assets .....	15,968,062,977	Special Surplus Funds .....	\$195,696,103
<b>Total Admitted Assets .....</b>	<b><u>\$69,850,735,943</u></b>	Capital Stock .....	10,000,075
		Paid in Surplus .....	13,324,803,036
		Unassigned Surplus .....	8,459,966,339
		<b>Surplus to Policyholders .....</b>	<b>21,990,465,553</b>
		<b>Total Liabilities and Surplus .....</b>	<b><u>\$69,850,735,943</u></b>



- \* Bonds are stated at amortized or investment value; Stocks at Association Market Values.  
The foregoing financial information is taken from Liberty Mutual Insurance Company's financial statement filed with the state of Massachusetts Department of Insurance.

I, TIM MIKOLAJEWSKI, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the foregoing is a true, and correct statement of the Assets and Liabilities of said Corporation, as of December 31, 2022, to the best of my knowledge and belief.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation at Seattle, Washington, this 8th day of March 2023.

*T. Mikolajewski*

Assistant Secretary