

**ERIE AREA COUNCIL OF GOVERNMENTS
JOINT BIDDING COMMITTEE
2021**

**BID # 2021 – 4
STREET & ROAD MAINTENANCE & PAVING MATERIALS**

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

PROPOSAL FROM:

COMPANY: Joseph McCormick Construction Co., Inc.

ADDRESS: 3340 Pearl Avenue

Erie, PA 16510

CONTACT NAME: Joseph Hosey

PHONE #: (814) 899-3111

E-MAIL: joe@jmccormickconstruction.com

DATE: 4/8/2021

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 -- STREET & ROAD MAINTENANCE & PAVING MATERIALS

DATE: March 24, 2021

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 Albion, Edinboro, Union City, and Wesleyville, the Townships of Franklin, Girard, Greene, Greenfield, Harborcreek, Lawrence Park, LeBoeuf, Millcreek, North East, 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 Thursday, April 8, 2021 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 Harborcreek Township.

All bids submitted shall be **opened and read aloud on April 8, 2021 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/.

Items and services for which bids will be received include:

STREET & ROAD MAINTENANCE & PAVING MATERIALS

The role of the EACOG'S Joint Municipal Bidding Committee is to combine the participating municipality's anticipated annual material requirement, to agree on a standard bidding specifications acceptable to all participating municipalities and to seek competitive bids for all items jointly, in an effort to receive a lower, more equitable price for all participating local governments. **Each municipality reserves the right to reject any and all bids.**

If you have any question regarding the enclosed bidding specification/procedures, please contact Jessica Horan-Kunco, Executive Director at 814-454-1770 or jhkunco@erieareacog.org.

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

INSTRUCTIONS TO BIDDERS

ARTICLE I - DEFINITIONS

Wherever used in these contract documents or specifications, the following terms shall have the meanings indicated and shall be applicable to both the singular and plural thereof:

Bidder - Any person, firm, or corporation submitting a bid.

Contract - The signed written agreement between the Owner and the Contractor covering the materials, supplies, equipment, product and/or services to be purchased.

Contract Date - The effective date of the beginning of the Contract time. Such date to be in accord with Article IX and to be indicated by the Owner in the notice of award.

Contract Documents - The contract documents shall consist of the advertisement for bids or notice to bidders; bid security; performance bonds; instructions to bidders; form of proposal; the Contract, the general and special conditions of contract; and the detail specifications, including all modifications thereof incorporated in any of the documents before the execution of the Contract.

Contract Term - The calendar period stated in the Contract and/or Form of Proposal for the completion of the project and/or Contract as specified.

Contractor - The person, firm, or corporation with whom the Owner has executed the Contract.

Form of Proposal - The offer or proposal of the bidder submitted on the prescribed form setting forth the prices for the material and/or services to be furnished.

Modification - Any written amendment of any of the contract documents (including change orders) duly executed and delivered after executions of the Contract.

Notice - Written notice shall be deemed to have been duly served if delivered in person or electronically via email 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 municipalities shall include the City of Erie; Boroughs of Albion, Edinboro, Girard, Union City and Wesleyville; the Townships of Franklin, Girard, Greene, Greenfield, Harborcreek, Lawrence Park, LeBoeuf, Millcreek, North East, 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 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. Bids shall be signed in ink. Bids which are not signed by the individual making them, should have attached thereto a power-of-attorney evidencing authority to sign the bid in the name of the person for whom it is signed. Bids by partnership must furnish the full name of all partners and must be signed in the partnership name by all of the partners or by an attorney-in-fact.

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

furnished.

ARTICLE IV - CERTIFIED STATEMENTS

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

ARTICLE V - CHANGES WHILE BIDDING

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

ARTICLE VI - WITHDRAWAL OF BIDS

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

ARTICLE VII - CONTRACT MODIFICATION

After the contract date, the EACOG 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, 2022 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 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

STREET & ROAD MAINTENANCE & PAVING MATERIALS

ERIE AREA COUNCIL OF GOVERNMENTS

JOINT MUNICIPAL BIDDING COMMITTEE

MARCH 24, 2021

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

2021

STREET & ROAD MAINTENANCE & PAVING MATERIALS

General

Bids are requested for a variety of Superpave or Gyratory Wearing Course for Albion Borough, the City of Erie, the Borough of Edinboro and the Townships of Franklin, Girard, Greene, Greenfield, Harborcreek, Lawrence Park, Summit, Union City and Venango; with the same bid prices available to the following Erie Area Council of Government members and joint bidding participants: the Boroughs of Girard and Wesleyville, the Townships of Millcreek, LeBoeuf, and North East. Prices submitted through this joint bid process are for participants only.

The lowest responsible bidder shall be determined by the Municipalities calculating the lowest, combined, delivered, or picked up price for Superpave for Gyratory Wearing Course anticipated to be most commonly utilized by each Municipality during the contract time.

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

Proposed Alternatives 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 attach additional detailed documentation.

BITUMINOUS HOT, WARM and COLD MIX MATERIALS

Bids for Superpave, Gyratory Wearing Course, Cold Mix Asphalt, shall each be quoted per ton F.O.B. loaded in Owners' trucks.

The estimated, combined, yearly volume of Materials required by the Municipalities follows:

<u>HOT MIX MATERIALS</u>	<u>Approximate Quantity in Tons</u>
9.5MM superpave	12,250
9.5 MM superpave with <u>Fiber reinforcement</u>	2,750
FJ1 Wearing Course	97
19MM Binder Course	5,150
19 MM Binder Course with <u>Fiber reinforcement</u>	1,000
25MM Binder Course	900
<u>COLD PATCHING MATERIAL</u>	
Stockpile Patching Material	350
Special High Performance Cold Patch	435

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

2021

STREET & ROAD MAINTENANCE & PAVING MATERIALS

SPECIAL CONDITIONS

MISCELLANEOUS PROVISIONS

The material generally will be picked-up and loaded on Municipality-owned and/or leased trucks at the successful bidders plant site, as needed, anytime after April 30, 2021. In some cases delivery prices have been requested and are included on the Form of Proposal.

Award will be made to each Vendor. After award, a Municipal Official will issue a Field-Limited Purchase Order.

The Municipality normally will haul material from the source which is the lowest responsible cost to the Municipality after taking into consideration length of haul and dead haul.

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

Details of such transactions shall be the responsibility of the Municipal Officials, will be on file at the Municipality's Street or Roads Department and are subject to review by any awarded vendor on this Contract.

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

PERIOD OF CONTRACT

Resulting contract shall remain in effect until April 30, 2022. 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.

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

SPECIAL CONDITIONS

2021

STREET & ROAD MAINTENANCE & PAVING MATERIALS

Bid Security shall be 5% of the Total Bid Price in the form of a Bid Bond or Certified check and made payable to the Erie Area Council of Governments.

ESCALATOR CLAUSE

Unless otherwise qualified, the bidder agrees that the price quoted is maximum for the amount formulated from this enquiry, and in the event of a price increase or should the bidder at any time during the life of said contract increase the price quoted on any materials, such as Superpave or Gyratory Wearing Course, such price increases will be reviewed by the Commonwealth of Pennsylvania, Department of Transportation, Bureau of Municipal Services Field Auditors to determine if the Municipalities have obtained the proper justification from the successful bidder.

ADDITIONAL INFORMATION

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

Albion Borough: Gary Wells (814) 756-3660

City of Erie: Chuck Zysk (814) 870-1454

Edinboro Borough: Chris Motter: (814) 923-3519

Franklin Township: Ramona Junkins (814) 734-3521

Girard Township: Ray Branthoover (814) 860-1335

Greene Township: John Bartnicki (814) 825-3347

Greenfield Township: Renee Wagner (814) 725-9110

Harborcreek Township: Tim May (814) 899-3171

Lawrence Park: Ricky Watkins (814) 899-2305

North East Township: Gus Neff (814) 725-8606

Summit Township: Mark Welka (814) 450-3200

Union City Borough: Bob Phillips (814) 438-2331

Venango Township: Dean Curtis (814) 881-1179

**ERIE AREA COUNCIL OF GOVERNMENTS
JOINT MUNICIPAL BIDDING COMMITTEE
2021**

STREET & ROAD MAINTENANCE & PAVING MATERIALS

DETAILED SPECIFICATIONS

All materials must be furnished from a source approved by PennDot, Materials and Testing Division.

Vendors may attach product specification sheets.

HOT MIX MATERIALS

9.5MM SUPERPAVE WEARING COURSE

The Bituminous Surface Course 9.5MM Wearing Course shall conform, in all respects, to requirements as enumerated in the most current edition of PennDot Publication 408 Section 409.

9.5 MM SUPERPAVE WITH FIBER REINFORCEMENT

Fiber material shall conform with Penn Dot Bulletin 15 Section 409 and any other publications.

FJ1 WEARING COURSE

The FJ1 Wearing Course shall conform in, in all respects, to requirements as enumerated in the most current edition of PennDot Publication 408 Section 422, Item Number 0422-0301.

19MM AND 25MM BINDER COURSE

The Bituminous Surface Course 19MM and 25MM Binder, furnished by the Successful Bidder, shall conform in all respects to the requirements as enumerated in the most current edition of PennDot Publication 408, Section 409.

NOTE: Pricing on *Virgin Materials* has been requested by the City of Erie and should be included on your proposal in the space provided.

9.5MM WEARING COURSE

The Bituminous Surface Course 9.5MM Wearing Course shall conform in all respects to requirements as enumerated in the most current edition of PENNDOT Standard Special Provisions, Sequence ID: 411, Version B.

ERIE AREA COUNCIL OF GOVERNMENTS
JOINT MUNICIPAL BIDDING COMMITTEE
2021

STREET & ROAD MAINTENANCE & PAVING MATERIALS

DETAILED SPECIFICATIONS

COLD PATCHING MATERIAL

The Bituminous Stockpile Patching Material shall conform to Penn Dot Publication 408 latest edition and all supplements thereto, including "Specifications for Bituminous Materials," Bulletin 25; or "Specification for Bituminous Mixture," Bulletin 27 Sections 485 and 486, or special Bituminous Patching Materials as listed in Bulletin 15, Miscellaneous section: "Special Bituminous patching materials."

Fiber Reinforcement for Asphalt Paving

This additive is requested for 1000 Tons of Virgin 9.5 MM, 1000 Tons of 9.5 mm rap and 1000 tons of 19 mm binder for the City of Erie and 1000 ton of 9.5 mm for Greene Township and 750 tons of 9.5 mm for Harborcreek. Prices requested per ton for the 9.5 mm and 19 mm with fiber additive.

Please provide price total of 9.5 MM/ 19 mm product with fiber additive included.

Detailed specifications for fiber additive below on pages 15 - 17.

Usage

These Materials shall be used during the road maintenance, repair, reclaiming/recycling process and also for patching.

Superpave 9.5MM Wearing Course shall be batched into Municipal Trucks as needed. This material will be used daily in One (1) to Four (4) Ton Batches and approximately Ten (10) Tons per day will be used, providing the weather permits for such operations. Material shall be as hot as the Specifications will allow the heat to be.

SECTION 02512 -- FIBER REINFORCEMENT FOR ASPHALT PAVING

PART 1 - GENERAL

1.1 Section Includes

- A. Fiber reinforcement for asphalt cement concrete

1.2 Related Sections

- A. NA
- B. NA

1.3 References

- A. American Society for Testing and Materials (ASTM)
 - 1. To be determined or from other sections reference
- B. National Asphalt Paving Association
 - 1. To be determined or from other sections reference

1.4 Submittals

- A. Submit copies of manufacturer's literature for fibers including:
 - 1. Product data
 - 2. Brochures
 - 3. Written instructions to suppliers
 - 4. Written instructions to installers
 - 5. Material Safety Data Sheets (MSDS).
- B. Submit copies of a certificate prepared by asphalt material supplier, under provisions of Division 01, stating that the specified fibers were added to each batch of asphalt delivered to the project site. Each certificate should be accompanied by one copy of each batch delivery ticket indicating product name, manufacturer and quantity of fiber-reinforcement added to each asphalt load.

1.5 Quality Assurance

- A. Fiber manufacturer to provide technical assistance from design through construction for use of fiber reinforcement.

1.6 Delivery, Storage, and Handling

- A. Deliver fiber-reinforcement in sealed, undamaged containers with labels intact and legible, indicating material name and lot number.
- B. Deliver fiber-reinforcement to location where it will be added to each batch or loaded into the mixer.
- C. Store materials covered and off the ground. For ease of handling, do not allow boxes to become wet.

PART 2 - PRODUCTS

2.1 Manufacturer

- A. FORTA Corporation
100 FORTA Drive
Grove City, PA 16127

(800) 245-0306
www.fortacorp.com
www.forta-fi.com

B. Or approved equal.

2.2 Materials

- A. FORTA-FI® (HMA, WMA, PAT) fiber reinforcement with virgin polyolefins and virgin aramids or approved equal.
- B. Fiber Reinforcement: FORTA-FI® fibers or approved equal with the following typical physical properties:
 - 1. Nominal Specific Gravity (Bulk Relative Density): 0.91 and 1.44
 - 2. Nominal Material Types: Virgin Polyolefins and Virgin Aramid
 - 3. Maximum Length: 1.5 inches
 - 4. Match fiber blend of materials to application installation types:
 - i. Hot Mix Asphalt is designated blend HMA,

2.3 Batching and Mixing

- A. To avoid the formation of fiber balls or not mixed fibers, add sealed plastic bags of fibers into the mixer.
- B. Add fiber-reinforcement at 1.0 pound per ton.
- C. Order product for Pug Mill Mixers for minimum batch size regarding tons per batch to pounds per bag of product.
- D. Order product for Drum Type Mixers and the anticipated production rate of tons per hour (typically seconds per ton, dosage timing) regarding 1-pound per bag of product.
- E. Order fiber reinforcement materials for 1 pound per ton of asphalt materials and allowing for overages, mock-ups, production, and occasional errors based on your experience.

2.4 Pug Mill Mixers and Mixing Operations

- A. Ensure adequate start, stop, and dosage change information is easily communicated between batch control operations and fiber addition activities.
- B. Add complete bags of fibers just before aggregate is discharged into the pug mill mixer.
- C. Immediately before or immediately after the dried aggregate is added to the pug mill, the bags of fibers should be added and discharged into the pug mill with the aggregate.
- D. Add complete bags of fibers at the general nominal batch size agreed to by operations and mixture design specifications.
- E. Do NOT open the bags and add or discharge into the pug mill.
- F. Dry mixing proceeds for the standard length of time as specified in the mixture design specifications.
- G. The proper quantity of bitumen (asphalt cement, liquid) is added to the pug mill and wet mixing proceeds for the standard length of time as specified in the design mixture specifications.
- H. The asphalt batch is accumulated and discharged normally.
- I. The asphalt batch is discharged to a haul vehicle or storage.

2.5 Drum Type Mixers and Mixing Operations

- A. Ensure adequate start, stop, and rate change information is easily communicated between drum control operations and fiber addition activities.

EACOG Joint Municipal Bid
Detailed Specifications Fiber Reinforcement Page 3

The Pennsylvania State University
University Park

University Drive Extension Phase II
PSU Project #09-09349.03

- B. Add complete bags of fiber at a point in the mixing process after fines collection and before the addition of liquid asphalt.
- C. Add fibers after the fines collection to ensure the fibers do not clog filters.
- D. Add fibers before the liquid asphalt addition.
- E. Add complete bags of fibers at the general nominal rate agreed to by operations and mixture design specifications.
- F. Do NOT open the bags at any point in the loading process.
- G. Mixing should proceed for the standard length of time as specified in the mixture design specifications.
- H. The proper quantity of bitumen (asphalt cement, liquid) is added to the drum and wet mixing proceeds for the standard length of time as specified in the mixture design specifications.
- I. The asphalt batch is accumulated and discharged normally.
- J. The asphalt batch is discharged to a haul vehicle or storage.

PART 3 - EXECUTION

3.1 Placement

- A. Discharge fiber reinforced asphalt cement concrete into locations as directed and in accordance with the project.
- B. Place asphalt cement concrete in accordance with provision of other Sections and with additional instructions as follows.
- C. Avoid over-using long tine rakes or other tools that will align fibers or disrupt the homogeneous, uniform 3-dimensional, fiber dispersion when moving asphalt cement concrete.
- D. Using a lute, "come along", or a flat tined pitch-fork (potato-fork) may be useful for moving asphalt cement concrete.
- E. Remove any observed fiber balls from mixture if they occur.
- F. Adjust operations regarding any observed fiber balls.

3.2 Compaction

- A. Verify timing for initial and final compaction on more than a visual determination.
- B. Hand Compaction/Finishing: use appropriate tools as required.

END OF SECTION

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

**FORM OF PROPOSAL
2021**

STREET AND ROAD MAINTENANCE MATERIALS

I/We have investigated the availability of the specified materials and agree to furnish F.O.B. (and an optional delivery price) all the specified materials at the following prices:

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

HOT MIX

	<u>RAP MATERIAL</u>	<u>VIRGIN MATERIAL</u>
9.5MM superpave Wearing Course	\$ <u>64.50</u>	\$ <u>71.50</u>
9.5 MM <u>with Fiber Reinforcement</u>	\$ <u>71.50</u>	\$ <u>78.50</u>
FJ 1 Wearing Course	\$ <u>No Bid</u>	\$ <u>No Bid</u>
19MM Binder Course	\$ <u>56.00</u>	\$ <u>62.00</u>
19 MM Binder <u>w/Fiber Reinforcement</u>	\$ <u>64.00</u>	\$ <u>70.00</u>
25MM Binder Course	\$ <u>54.00</u>	\$ <u>60.00</u>

Cold Patching Material \$ No Bid

High Performance Patching Material \$ \$125.00

Pick up location: Wesleyville Plant, Wesleyville, PA

OPTIONAL-DELIVERY PRICE: **To the following Bidders Sites:**

<u>MUNICIPALITY:</u>	<u>price per ton</u>	<u>FJ 1</u>	<u>COLD PATCH</u>
Franklin Township 10411 Rt. 98 Edinboro, PA 16412	approx. 22 tons	\$ <u>No Bid</u>	approx. 175 tons \$ <u>No Bid</u>
Girard Township 10140 Ridge Rd. Girard, PA 16417			approx. 25 tons \$ <u>No Bid</u>

ERIE AREA COUNCIL OF GOVERNMENTS
JOINT MUNICIPAL BIDDING COMMITTEE

FORM OF PROPOSAL
2021

STREET AND ROAD MAINTENANCE MATERIALS

Alternative Proposal:

Bidders desiring to furnish the materials in substantial compliance with these specifications but differing slightly in some respects shall be required to indicate in the spaces provided below IN DETAIL the specific deviations of the unit they propose to furnish. A proposal containing no entries in these spaces below will be assumed by the Municipalities as being in complete compliance with these specifications.

N/A

**ERIE AREA COUNCIL OF GOVERNMENTS
JOINT MUNICIPAL BIDDING COMMITTEE
FORM OF PROPOSAL
2021**

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 Bids, Instructions to Bidders, Special Conditions, Detail Specifications, and all other parts of the Bid 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 Joseph McCormick Construction Co., Inc.

Address 3340 Pearl Avenue

Erie, PA 16510

ATTEST:

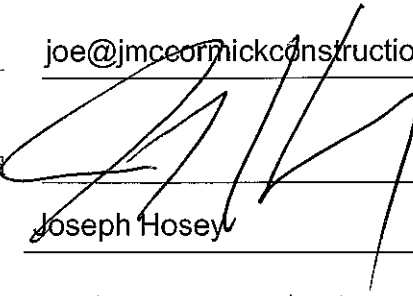
Phone (814) 899-3111



E-Mail joe@jmcormickconstruction.com

President

(Title)

Signed 

Name Joseph Hosey

(Type or Print)
Title Vice President

(SEAL)

Date 4/8/2021



Atlantic Specialty Insurance Company

605 Highway 169 North, Suite 800
Plymouth, Minnesota 55441

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we
(Here insert full name and address or legal title of Contractor)

Joseph McCormick Construction Co., Inc.
3340 Pearl Avenue
Erie, PA 16512

As Principal, hereinafter called the Principal, and
(Here insert full name and address or legal title of Surety)

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

a corporation duly organized under the laws of the State of New York
as Surety, hereinafter called the Surety, are held and firmly bound unto
(Here insert full name and address or legal title of Owner)

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

as Obligor, hereinafter called the Obligor, in the sum of Five Percent of Amount Bid Dollars
(\$ 5%), 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
(Here insert full name and address and description of project)

Street & Road Maintenance & Paving
Materials; Various Municipalities #2021-4

NOW, THEREFORE, if the Obligor shall accept the bid of the Principal and the Principal shall enter into a Contract with the
Obligor 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 such
bond or bonds, if the Principal shall pay to the Obligor the difference not to exceed the penalty hereof between the amount
specified in said bid and such larger amount for which the Obligor 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 8th day of April, 2021

Stephanie Stansell
(Witness)

Joseph McCormick Construction Co., Inc.
, Principal (Seal)

By: [Signature]
(Title)

Atlantic Specialty Insurance Company

Patti K. Lindsey
(Witness)

By: Barbara A. Leeper
Barbara A. Leeper, Attorney-in-Fact (Title) (Seal)





Power of Attorney

Surety Bond No: Bid Bond

Principal: Joseph McCormick Construction Co., Inc
Obligee: Erie Area Council of Governments

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

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

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

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

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

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this fifth day of March, 2020.

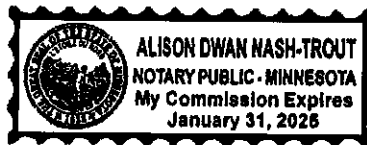


STATE OF MINNESOTA
HENNEPIN COUNTY

By

Paul J. Brehm
Paul J. Brehm, Senior Vice President

On this fifth day of March, 2020, before me personally came Paul J. Brehm, Senior Vice President of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, that he is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.



Alison Nash-Trout

Notary Public

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

Signed and sealed. Dated 8th day of April, 2021



Christopher V. Jerry

Christopher V. Jerry, Secretary