

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

**BID # 2021 – 2  
ASPHALT EMULSIONS**

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

**PROPOSAL FROM:**

**COMPANY:** Seal Master  
**ADDRESS:** PO Box 282 4551 W. state st  
Hillsville, PA 16132  
**CONTACT NAME:** Michael Rich  
**PHONE #:** 724 730 1666  
**E-MAIL:** mike.rich@smofpa.com  
**DATE:** 4-5-21

# **ERIE AREA COUNCIL OF GOVERNMENTS**

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

TO: ALL PROSPECTIVE BIDDERS

FROM: EACOG'S JOINT MUNICIPAL BIDDING COMMITTEE

SUBJECT: SOLICITATION OF BIDS -- Asphalt Emulsions

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/](https://www.facebook.com/ErieAreaCOG/).

Items and services for which bids will be received include:

**TACK Oil**  
**CRS-2**  
**Modified Asphalt Sealant Blocks (Hot Applied)**

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](mailto: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 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**

**ASPHALT EMULSIONS**

**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**

**ASPHALT EMULSIONS**

**CITY OF ERIE, UNION CITY BOROUGH AND SUMMIT TOWNSHIPS**

General

Bids are requested for specified Asphalt Emulsions for the City of Erie, Borough of Union City and Summit Townships with the same pick up bid prices available if requested by the following Erie Area Council of Governments members and joint bidding participants: Borough of Edinboro, Franklin Township, Girard Borough, Greene Township, Greenfield Township, Girard Township, Harborcreek Township, Lawrence Park Township, LeBoeuf Township, Millcreek Township, North East Township, Albion Borough, Venango Township and Wesleyville Borough. Prices submitted through this joint bid process are for these participants only.

The lowest responsible bidder and the contract award shall be determined by Municipalities calculating the lowest, combined, price for Asphalt Emulsions anticipated to be utilized by the Municipalities during the contract time.

Bidders are to complete on the space provided in the Form of Proposals, the prices for furnishing the materials 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.

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

**SPECIAL CONDITIONS  
2021**

**ASPHALT EMULSIONS**

Bids for the specified material shall be quoted per **gallon or per skid where indicated.**

The estimated, combined, yearly volume of Asphalt Emulsion required is as follows:

<u>Description</u>	<u>Municipality:</u>	<u>Approximate Quantity</u>
<hr/> <b>Picked up:</b> <hr/>		
<b>TACK oil</b>	City of Erie	2,000
<b>TOTAL:</b>		<b>2,000 gal</b>
<hr/>		
<hr/> <b>Delivered to:</b> <hr/>		
<b>CRS - 2</b>	Summit Township 8900 Old French Rd Erie, Pa 16509	10,000
<b>TOTAL:</b>		<b>10,000 gal</b>
<hr/>		
<b>Modified Asphalt Sealant Blocks</b>	Summit Township	<u>4 skids</u>
With rented trailer and heated hose	8900 Old French Rd Erie, Pa 16509	
	Union City Borough 35 Willow St. Union City, 16438	<u>1 skid</u>
<b>TOTAL: 5 SKIDS</b>		

Municipal Contact Information: for Additional Information about specific products or deliveries:

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

Summit Township: Mark Welka (814) 868-9686

Union City Borough: Cindy Wells: (814) 438-2331

ERIE AREA COUNCIL OF GOVERNMENTS  
JOINT MUNICIPAL BIDDING COMMITTEE

SPECIAL CONDITIONS

2021

ASPHALT EMULSIONS

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.

GENERAL PROVISIONS

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

Materials must meet all current PennDot Specifications from Publication 408, section 460 and any other applicable sections in the latest edition and all supplements thereto, unless otherwise noted.

The municipalities reserve the right to reject any or all Bids.

PERIOD OF CONTRACT

Resulting contract shall remain in effect until April 30, 2021. The Municipality reserves the right to extend this contract for any additional one (1) year period provided the successful bidder submits a letter of intent sixty (60) days prior to the contract expiration date and bid prices remain in effect for the additional period.

**ERIE AREA COUNCIL OF GOVERNMENTS  
JOINT MUNICIPAL BIDDING COMMITTEE  
2021  
DETAILED SPECIFICATIONS  
CRS-2  
CATIONIC EMULSIFIED ASPHALT, AASHTO GRADE CRS-2**

These specifications cover cationic rapid setting emulsified asphalt, for use in surface treatment, seal coat, paved shoulders, or as otherwise specified in Publication 408.

This material shall be heated, as required, for proper application between 60°C (140°F) and 79°C (175°F).

The emulsified asphalt shall be homogeneous, shall be miscible with water in all proportions and shall show no separation of asphalt within 30 days after delivery, provided separation has not been caused by freezing.

Emulsified asphalts held in storage tanks or drums for periods longer than 30 days shall be inspected visually to determine if separation occurred during storage. If no separation is noted, the emulsified asphalt shall be agitated, sampled and retested to determine its compliance with specification requirements.

The specific gravity of the emulsified asphalt shall be reported for each shipment and shall also meet the following requirements:

CRS-2			
Test	Test Method	Minimum	Maximum
Particle Charge Test	AASHTO T 59	Positive	
Saybolt Furol Viscosity @ 50°C (122°F), SFS		150	400
Storage Stability Test, 24 hour, % (Note 1)		N/A	1.0
Sieve Test, % (Note 1)		N/A	0.10
Distillation:			
Oil Distillate, by volume of total emulsion, %	AASHTO T 59	N/A	3
Asphalt Residue, % by mass (weight), %		65	N/A
Tests on Residue from Distillation:			
Penetration @ 25°C (77°F), 100 g, 5 sec, 0.1 mm	AASHTO T 49	100	250
Ductility @ 25°C (77°F) 5 cm/min, cm	AASHTO T 51	40	N/A
Solubility in trichloroethylene, %	AASHTO T 44	97.5	N/A

**Note 1:** This test requirement on representative samples is waived if successful application of the material has been achieved in the field.

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

**TACK (from PennDot Pub 37/Bulletin 25)**

These specifications cover cationic or anionic emulsified asphalts used as a tack coat for conditioning and treating an existing surface or between pavement layers with an application of bituminous bonding material.

This material shall be heated, as required, for proper distributor application from 32°C (90°F) to 65°C (150°F). The consistency of the emulsified asphalt shall be appropriate for pumping, sampling, and applying uniform spray coverage.

The emulsified asphalt shall be homogeneous and miscible with water in all proportions. It shall show no separation after thorough mixing within 30 days after delivery.

Emulsified asphalts held in storage tanks, drums, or distributors for periods longer than 30 days shall be inspected visually to determine if separation occurred during storage. If no separation is noted, the emulsified asphalt shall be agitated or circulated, sampled and retested to determine its compliance with these specification requirements.

The specific gravity of the emulsified asphalt shall be reported for each shipment. The emulsified asphalt shall also meet the following requirements:

TACK				
Test		Test Method	Minimum	Maximum
Particle Charge	Anionic	AASHTO T 59	Negative	
	Cationic		Positive	
Saybolt Furol Viscosity @ 25°C (77°F), SFS			20	100
Storage Stability Test, 24 hour, % (Note 1)			N/A	1.0
Sieve Test, % (Note 2)			N/A	0.10
Sieve Test, % (Note 1 and 2)			N/A	0.30
Distillation:				
Asphalt Residue, % by mass (weight), %		AASHTO T 59	57	N/A
Oil Distillate, % by volume of total emulsion, % (Note 3)			N/A	2.0
Tests on Residue from Distillation:				
Penetration @ 25°C (77F), 100g, 5s, 0.1mm		AASHTO T 49	40	90
Ductility @ 25°C (77F) 5 cm/min, cm		AASHTO T 51	40	N/A
Solubility in Trichloroethylene, %		AASHTO T 44	97.5	N/A

**Note 1:** This test requirement is for samples taken at the point of use.

**Note 2:** This test requirement on representative samples is waived if successful application of the material has been achieved in the field.

**Note 3:** The presence of oil distillate as specified is only permissible in field obtained samples.

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

**Modified Asphalt Sealant Blocks**

Option #1

Sealant is a hot-applied asphalt based product used to seal and fill cracks and joints in asphalt or Portland cement concrete pavements in hot to cold climates. Supplied in solid form which when melted and properly applied forms a resilient, adhesive and flexible compound that resists cracking in the winter and is resistant to flow and pick-up at summer temperatures, is applied to pavement cracks and joints using either pressure feed melter applicators or pour pots. At application temperature product is a free flowing, self-leveling product which flows and penetrates cracks.

Product meets all requirement of ASTM D6690 (AASHTO M324), Type II, "Joint and Crack Sealants, Hot-Applied, for Concrete and Asphalt Pavements",

**ASTM D6690 (AASHTO M324) Test Type II Spec. Limits**

Cone Penetration 90 max. .

Softening Point 176°F (80°C) min.

Resilience 60% min.

Product is supplied in either cardboard boxes, or in meltable, boxless packaging and meets applicable ASTM, AASHTO, Federal or State specifications at time of shipment.

Option #2

Sealant is a hot-applied, asphalt based product used to fill cracks and joints in asphalt or Portland cement concrete pavements in moderate to hot climates, is supplied in solid form which when melted and properly applied forms a highly adhesive and flexible compound that resists cracking in the winter and resists flow at summer temperatures, is applied to pavement cracks using pressure feed melter applicators. At application temperature is a medium viscosity product which flows and penetrates cracks.

**Test Specification Limits**

Cone Penetration (ASTM D5329) 35-55

Resilience (ASTM D5329) 40% min.

Softening Point (ASTM D36) 200°F (93°C) min

Ductility 77°F(25°C)(ASTM D113) 30cm min

Flexibility, 1/8" (3.2 mm) specimen, 90o bend,

10 sec., 1" (25 mm) mandrel (ASTM D3111 Modified) Pass at 20°F (-7°C)

Flow, 140°F (60°C), 5 h, (ASTM D5329) 3 mm max.

Viscosity, 400°F (204°C) (ASTM D2669) 100 Poise max.

Asphalt Compatibility (ASTM D5329) Pass

Bitumen Content (ASTM D4) 60% min.

Tensile Adhesion, 1" (25.4mm) thickness (ASTM D5329) 500% min.

Product is supplied in either cardboard boxes, or in meltable, boxless packaging and meets applicable ASTM, AASHTO, Federal or State specifications at time of shipment.



ERIE AREA COUNCIL OF GOVERNMENTS  
JOINT MUNICIPAL BIDDING COMMITTEE

FORM OF PROPOSAL

2021

ASPHALT EMULSIONS

I/We have investigated the availability of the specified materials, services, and equipment and agree to furnish F.O.B. the Townships all the specified materials, services, and equipment at the following prices:

UNIT PRICE PER GALLON  
PICKED-UP AND LOADED  
ON MUNICIPAL TRUCKS

TACK \_\_\_\_\_ \$ \_\_\_\_\_

Bidders point of  
Supply \_\_\_\_\_

City of Erie Pick up price only

DELIVERY PRICES TO:                      Location                      UNIT PRICE PER GALLON

CRS - 2                      Summit 8900 Old French Rd.                      \$ \_\_\_\_\_

Modified Asphalt Sealant Blocks (Hot applied) Priced per skid: \$ 2040.00 / 2400 lbs

Price for delivery:  
Summit Township 8900 Old French Rd.

Option #1: Boxes: \$ 1368.00 / 2400 lbs                      Boxless: \$ 1302.00 / 2100 lbs  
Option #2: Boxes: \$ 1296.00 / 2400 lbs                      Boxless: \$ 1239.00 / 2100 lbs

Union City Borough 35 Willow St. Union City

Option #1: Boxes: \$ 1416.00 / 2400 lbs                      Boxless: \$ 1344.00 / 2100 lbs  
Option #2: Boxes: \$ 1344.00 / 2400 lbs                      Boxless: \$ 1302.00 / 2100 lbs

## 2021

Bidders desiring to furnish the materials and equipment 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.

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There is no handwriting or other markings on the paper.

ERIE AREA COUNCIL OF GOVERNMENTS  
JOINT MUNICIPAL BIDDING COMMITTEE

FORM OF PROPOSAL

2021

ASPHALT EMULSIONS

Accompanying this Proposal is a certified check or bid bond (circle one) in the amount of \$510.00 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.

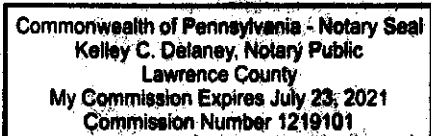
I/We hereby certify that I/we have read, understand, and agree to all the conditions outlined in the Solicitation of Bids, Instructions to Bidders, Special Conditions, Detail Specifications, and all other parts of the Document. I am/We are the only person(s) interested in the Proposal as principal(s). This Proposal is made without collusion with any person, firm or corporation.

Company SealMaster  
Address PO Box 282 4551 W. State St  
Hillsville, PA 16132  
Phone 724 730 1666  
E-mail mike.rich@smofpa.com  
Signed [Signature]  
Name Michael L. Rich  
(Type or Print)  
Title Manager / VP  
Date 04-05-2021

ATTEST:

Kelley C. Delaney  
Notary Public  
(Title)

(SEAL)



# Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

## Bid Bond

### CONTRACTOR:

(Name, legal status and address)

SealMaster  
4551 W. State St  
Hillsville, PA 16132

### OWNER:

(Name, legal status and address)

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

### SURETY:

(Name, legal status and principal place of business)

Travelers Casualty and Surety Company of America

10 Sentry Parkway, Suite 300  
Blue Bell, PA 19422

### Mailing Address for Notices

Same

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.

**BOND AMOUNT:** 5%

Five Percent of Amount Bid

### PROJECT:

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

BID #2021-2 ASPHALT EMULSIONS

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 8th day of April, 2021.

  
(Witness) Carol Kobal

SealMaster

(Principal)

(Seal)

By

(Title) Michael Rich

Vice President

Travelers Casualty and Surety Company of America

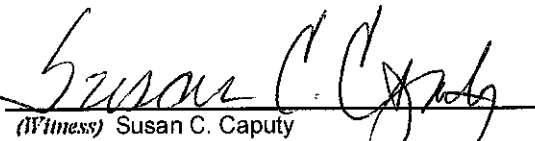
(Surety)

(Seal)

By

(Title) Jeffrey A. Frank

, Attorney-in-Fact

  
(Witness) Susan C. Caputy





**Travelers Casualty and Surety Company of America**  
**Travelers Casualty and Surety Company**  
**St. Paul Fire and Marine Insurance Company**  
**Farmington Casualty Company**

# POWER OF ATTORNEY

**KNOW ALL MEN BY THESE PRESENTS:** That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, St. Paul Fire and Marine Insurance Company, and Farmington Casualty Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Jeffrey A. Frank of Pittsburgh, PA**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law, including the following bond:

**Surety Bond No.:** Bid Bond  
**OR**

**Principal:** SealMaster  
**Obligee:** Erie Area Council of Governments

**Project Description:** BID #2021-2 ASPHALT EMULSIONS

**IN WITNESS WHEREOF**, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **6th** day of **May**, 2019.



State of Connecticut

By:   
 Robert L. Raney, Senior Vice President

City of Hartford ss.

On this the **6th** day of **May**, 2019, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

**IN WITNESS WHEREOF**, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2021



  
 Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

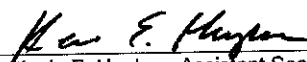
**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **8th** day of **April**, 2021.



  
 Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.

Please refer to the above-named Attorney-in-Fact and the details of the bond to which this Power of Attorney is attached.