

**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:**

<b>COMPANY:</b>	Suit-Kote Corporation
<b>ADDRESS:</b>	10965 McHenry Street
	Meadville, PA 16335
<b>CONTACT NAME:</b>	Earl J. Koon
<b>PHONE #:</b>	814-386-6109
<b>E-MAIL:</b>	ekoon@suit-kote.com
<b>DATE:</b>	April 8, 2021

# **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 -- 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/](https://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](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**

**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](http://www.fortacorp.com)  
[www.fortia-fi.com](http://www.fortia-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>no bid</u>	\$ _____
9.5 MM <u>with Fiber Reinforcement</u>	\$ _____	\$ _____
FJ 1 Wearing Course	\$ _____	\$ _____
19MM Binder Course	\$ _____	\$ _____
19 MM Binder <u>w/Fiber Reinforcement</u>	\$ _____	\$ _____
25MM Binder Course	\$ _____	\$ _____

---

**Cold Patching Material** \$ 83.50

**High Performance Patching Material** \$ \_\_\_\_\_

**Pick up location:** 10965 McHenry Street, Meadville, PA 16335

---

**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\$ _____		approx. 175 tons \$ <u>90.00</u>
Girard Township 10140 Ridge Rd. Girard, PA 16417			approx. 25 tons \$ <u>91.00</u>

FORM OF PROPOSAL  
2021

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.

[illegible]

**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 \_\_\_\_\_ 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 Suit-Kote Corporation


Address 10965 McHenry Street

Meadville PA 16335

ATTEST:

Phone 814-386-6109

Candice Benek



E-Mail ekoon@suit-kote.com

Sales Office Manager

(Title)

Signed 

Name Earl J. Koon

Title (Type or Print)  
Sales Representative

(SEAL)

Date April 8, 2021

## ANTI-COLLUSION AFFIDAVIT

State of PennsylvaniaCounty of CrawfordCounty ErieMunicipality Erie Area COGProject Number N/AFed. Project No. N/A  
( If Applicable )The undersigned deponent deposes and says that he is the Sales Representative

of the Suit-Kote Corporation Company; that he is 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

Earl J. Koon, Sales Representative

Sworn to and subscribed before me the undersigned notary public this

29th day of March, 2021

Notary Public

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

Commonwealth of Pennsylvania - Notary Seal  
Candice Benek, Notary Public  
Crawford County  
My commission expires July 2, 2021  
Commission number 1277613  
Member, Pennsylvania Association of Notaries



COMMONWEALTH OF PENNSYLVANIA

PUBLIC WORKS EMPLOYMENT VERIFICATION FORM

Date 03/29/2021

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 Erie Area COG

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

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

Project Location Erie Area COG

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, Earl J Koon, 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 he has  
have  
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

Earl J. Koon, Sales Representative

Sworn to and subscribed before me this 29th day of March A.D. 20 21.

SIGNATURE

My Commission Expires

( DATE )

- 3 -

Commonwealth of Pennsylvania - Notary Seal  
Candice Benek, Notary Public  
Crawford County  
My commission expires July 2, 2021  
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 Street & Road Maintenance & Paving Materials

(Project)

Bids for which will be received on April 08, 2021

(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:

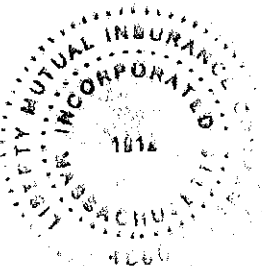
Margaret Korn

Liberty Mutual Insurance Company

Surety's Authorized Signature(s)  
Natalie M. Jimenez, Attorney-in-Fact

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

### OWNER:

(Name, legal status and address)  
Erie Area Council of Governments  
150 East Front St, Ste 300  
Erie, PA 16507

**BOND AMOUNT: \*\*\* FIVE PERCENT OF AMOUNT BID \*\*\* (5% of Bid)**

### SURETY:

(Name, legal status and principal place  
of business)

Liberty Mutual Insurance Company

175 Berkeley St.  
Boston, MA 02116

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.

### PROJECT:

(Name, location or address, and Project number, if any)  
Street & Road Maintenance & Paving Materials

Project Number, if any:

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 2nd day of April 2021

*Cendie Berch*  
(Witness)

Suit-Kote Corporation

(Principal)

(Seal)

(Title) Earl J. Koen, Sales Representative

Liberty Mutual Insurance Company

(Surety)

(Seal)

(Title) Natalie M. Jimenez, Attorney-in-Fact

*Natalie M. Jimenez*  
(Witness)

Init.

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**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 5th day of April, 2021, before me personally appeared Earl J. Koon to me known, who being by me duly sworn, did depose and say: that he/she resides at 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

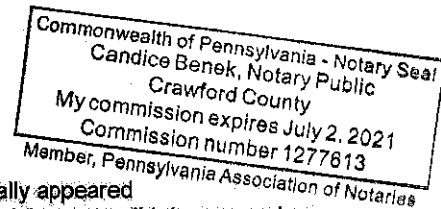
**SURETY ACKNOWLEDGMENT**

State of New York  
County of Onondaga

On this 2nd day of April, 2021, before me personally appeared Natalie M. Jimenez 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.

Monique Kocienski  
Notary Public

MONIQUE KOCIENSKI  
Notary Public - State of New York  
Qualified in Onondaga Co. No. 01K06319197  
My Commission Expires February 17, 2023





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 2nd day of April, 2021



By: Renee C. Llewellyn  
Renee C. Llewellyn, Assistant Secretary

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, 2019

Assets		Liabilities	
Cash and Bank Deposits.....	\$778,754,989	Unearned Premiums.....	\$8,007,146,482
*Bonds — U.S Government.....	2,780,808,610	Reserve for Claims and Claims Expense.....	21,532,853,787
*Other Bonds.....	12,645,608,792	Funds Held Under Reinsurance Treaties.....	507,868,920
*Stocks.....	16,385,435,431	Reserve for Dividends to Policyholders .....	1,143,826
Real Estate.....	235,608,378	Additional Statutory Reserve.....	125,722,000
Agents' Balances or Uncollected Premiums.....	6,217,983,641	Reserve for Commissions, Taxes and	
Accrued Interest and Rents.....	102,273,390	Other Liabilities .....	4,117,460,075
Other Admitted Assets.....	11,957,106,292	<b>Total.....</b>	<b>\$34,292,195,090</b>
		Special Surplus Funds.....	\$32,768,443
		Capital Stock.....	10,000,075
		Paid in Surplus.....	10,044,978,933
		Unassigned Surplus.....	6,723,636,983
		<b>Surplus to Policyholders .....</b>	<b>16,811,384,434</b>
<b>Total Admitted Assets .....</b>	<b><u>\$51,103,579,523</u></b>	<b>Total Liabilities and Surplus .....</b>	<b><u>\$51,103,579,524</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, 2019, 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 27<sup>th</sup> day of March, 2020.

*TAMikolajewski*

Assistant Secretary