

**ERIE AREA COUNCIL OF GOVERNMENTS  
JOINT BIDDING COMMITTEE  
2019**

**BID # 2019 -3  
ASPHALT EMULSIONS**

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

**PROPOSAL FROM:**

**COMPANY:** QPA of Erie  
**ADDRESS:** 10859 Hill Rd.  
Wattsburg, PA 16942  
**CONTACT NAME:** Brianna Guarino, Aaron Guarino, Jim Guarino  
**PHONE #:** 814-825-3570  
**E-MAIL:** briHguarino@gmail.com  
**DATE:** 4/8/2019

# **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 25, 2019

Sealed proposals will be received by the Erie Area Council of Governments' Joint Municipal Bidding Committee, acting on behalf of the City of Erie, and the Townships of Girard and Summit. 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 dropped off until 12:00 PM (Noon), Tuesday, April 9, 2019 at our offices:**  
**Erie Area Council of Governments**  
**150 East Front Street, Suite 300**  
**Erie, PA 16507**

**or received by mail** addressed to the Erie Area Council of Governments' Joint Municipal Bidding Committee at the same address. **Do not submit any bids via e-mail or website.**

All bids submitted shall be **publicly opened and read aloud** at:

*Erie Municipal Building (City Hall)*  
*5<sup>th</sup> Floor Room 500*  
*626 State Street, Erie, PA 16501*  
**on Tuesday, April 9, 2019 at 2:00 P.M.**

Items and services for which bids will be received include:

**Emulsified Asphalt 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 municipalities' anticipated annual material requirement, to agree on a standard bidding specification 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 via 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 member municipalities shall include the City of Erie; Boroughs of Edinboro, Girard and Wesleyville; the Townships of Franklin, Girard, Greenfield, Harborcreek, Lawrence Park, LeBoeuf, Millcreek, 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 contractor may be required to deliver a performance bond as security for the faithful performance of this Contract. The performance bond will be provided to each of the awarding municipalities payable to each 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 bulletins or 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 was included in the successful Bidders' initial joint bid proposal. This procedure will permit a participating municipality to fulfill its municipal code's bidding 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, 2020 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 or hand delivered. 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.

#### **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 25, 2019**

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  
2019**

**ASPHALT EMULSIONS**

**CITY OF ERIE AND GIRARD AND SUMMIT TOWNSHIPS**

General

Bids are requested for Asphalt Emulsions for the City of Erie, Girard and Summit Townships with the same bid prices available to the following Erie Area Council of Governments members and joint bidding participants: Borough of Edinboro, Franklin Township, Girard Borough, Greenfield Township, Harborcreek Township, Lawrence Park Township, LeBoeuf Township, Millcreek Township, Venango Township and Wesleyville Borough. Prices submitted through this joint bid process are for 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  
2019**

**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 Gallons</u>
<b>Emulsified Asphalt AE-T (Tack Oil)</b>	City of Erie	1,200
TOTAL:		1,200 gal
<hr/>		
<b>CRS - 2</b>	Summit Township	10,000
	Girard Township	<u>1,000</u>
	TOTAL:	11,000 gal
<hr/>		
<b>Modified Asphalt Sealant Blocks</b> (Hot Applied)	Girard Township	<u>2 skids</u>

**Municipal Contact Information:**

If you require Additional Information about specific products or deliveries, please contact:

City of Erie: Chuck Zysk (814) 870-1454  
 Girard Township: Ray Branthoover (814) 860-1335  
 Summit Township: Jack Lee (814) 868-9686

ERIE AREA COUNCIL OF GOVERNMENTS  
JOINT MUNICIPAL BIDDING COMMITTEE

SPECIFICATIONS

2019

ASPHALT EMULSIONS

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, 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, 2020. 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.

**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.

**ERIE AREA COUNCIL OF GOVERNMENTS  
JOINT MUNICIPAL BIDDING COMMITTEE  
2019**

**DETAILED SPECIFICATIONS**

**AE-T EMULSIFIED ASPHALT  
(TACK OIL)**

These specifications cover slow setting cationic (AE-Tc) or anionic (AE-Ta) emulsified asphalts, for conditioning and treating an existing surface with an application of bituminous bonding material (tack coat). This material shall be heated, if required, for proper distributor application between 75 F and 150 F.

**GENERAL REQUIREMENTS:**

The emulsified asphalt shall be homogeneous. It shall show no separation after thorough mixing within 30 days after delivery, provided separation has not been caused by freezing or contamination.

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. Emulsified asphalts are subject to settlement if stored for any period of time and must be agitated prior to application to ensure uniformity.

The specific gravity of the emulsified asphalt shall be reported for each shipment.

The emulsified asphalt shall also meet the following requirements:

**ERIE AREA COUNCIL OF GOVERNMENTS  
JOINT MUNICIPAL BIDDING COMMITTEE  
2019**

**DETAILED SPECIFICATIONS  
AE-T EMULSIFIED ASPHALT**

Particle Charge		
ANIONIC	NEGATIVE	
CATIONIC	POSITIVE	
Viscosity, Saybolt Furol at 77 F, 25C) sec	--	100
Storage stability test, 1 day	--	1.0
Sieve test, retained on No. 20 sieve, percent	--	0.1
Cement mixing test, emulsion broken, percent	--	2.0
Distillation:		
Asphalt, percent by weight	28	38
*Oil Distillate, percent by volume of total emulsion	0	2
Tests on residue from distillation:		
Penetration at 77 F, (25C), 100 g, 5 sec	50	175
Ductility at 60 F (15.5C), 5 cm per min,	40	--
Solubility in trichloroethylene, percent	96	--

All samples shall be shipped and stored in clean air-tight sealed wide-mouth jars or bottles made of plastic.

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

ADDITIONAL RESPONSIBILITIES: The emulsion shall remain homogeneous and usable for a minimum of 30 days after delivery. The supplier will not be held responsible for emulsion that has been frozen after delivery.

Material that does not fully comply with these specifications will be rejected. The supplier shall be responsible for the cost and disposal of rejected material, as well as, any material in the Department's tank into which the unsatisfactory material is unloaded.

Samples of emulsified asphalt shall be taken in accordance with AASHTO T 40-78 (1986). Emulsified asphalt shall be tested in accordance with AASHTO T 59-86 except as otherwise noted.

The specific gravity of the emulsified asphalt shall be reported for each shipment.

**ERIE AREA COUNCIL OF GOVERNMENTS  
JOINT MUNICIPAL BIDDING COMMITTEE  
2019**

**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**

**2019**

**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**

Emulsified Asphalt AE-T (Tack Oil) \$  
CRS - 2 \$

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

City of Erie Pick up price only

**DELIVERY PRICES TO:                      Location                      UNIT PRICE PER GALLON**

Emulsified Asphalt AE-T    City of Erie 2001 French St.    \$  
(Tack Oil)

Greenfield 11184 Rich Hill    \$

CRS - 2                      Summit 1230 Town Hall Rd W.    \$

Girard 10140 Ridge Rd.        \$

Modified Asphalt Sealant Blocks (Hot applied) **Priced per skid: \$877.50**

Price for delivery to: Girard Township 10140 Ridge Rd.

Option #1: Boxes:                      Boxless: \_\_\_\_\_  
Option #2: Boxes:                      Boxless: \_\_\_\_\_



ERIE AREA COUNCIL OF GOVERNMENTS  
JOINT MUNICIPAL BIDDING COMMITTEE

FORM OF PROPOSAL

2019

ASPHALT EMULSIONS

Accompanying this Proposal is a certified check or bid bond (circle one) in the amount of ~~(\$100,000)~~ <sup>\$175,500</sup> dollars (~~(\$100,000)~~ <sup>\$175,500</sup>) 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 QPR of Erie

Address 10859 Hill Rd.

Wattsburg, PA 16442

Phone 814-825-3570

E-mail brittguarino@gmail.com

Signed Brittney Ann Guarino

Name Brittney Ann Guarino  
(Type or Print)

Title Secretary

Date 4/8/2019

ATTEST:

Ramona M Guarino  
Secretary - Treasurer  
(Title)

(SEAL)

# THE CINCINNATI INSURANCE COMPANY

## Bid Bond

**CONTRACTOR** (Name, legal status and address):

Guarino Enterprises Inc  
10859 Hill Road  
Wattsburg, PA 16442

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

**THE CINCINNATI INSURANCE COMPANY**  
**6200 S. GILMORE ROAD**  
**FAIRFIELD, OHIO 45014-5141**

**OWNER** (Name, legal status and address):

ERIE AREA COUNCIL OF GOVERNMENT JOINT BIDDING COMMITTEE  
150 E FRONT ST  
ERIE, PA 16507

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

**BOND AMOUNT:**

**10% of bid**

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):

**MODIFIED ASPHALT SEALANT BLOCKS**

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 the 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 requirements 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 9 day of April, 2019

*Margaret Corvity*  

---

*(Witness)*

Guarino Enterprises Inc  
*(Principal)* *(Seal)*  
*James B. [Signature]*  
*(Title)*

*Jenny Carner*  

---

*(Witness)*

**THE CINCINNATI INSURANCE COMPANY**  
*(Surety)* *(Seal)*  
*Amy B. Bjarvick*  
*(Title)*

THE CINCINNATI INSURANCE COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY, a corporation organized under the laws of the State of Ohio, and having its principal office in the City of Fairfield, Ohio, does hereby constitute and appoint

Patrick Wachter, Amy Bojarski, Amber Cooper, Douglas Loesel,

of Erie, PA

and deliver on its behalf as Surety, and as its act and deed, any and all bonds, policies, undertakings, or other like instruments, as follows:

its true and lawful Attorney(s)-in-Fact to sign, execute, seal and deliver on its behalf as Surety, and as its act and deed, any and all bonds, policies, undertakings, or other like instruments, as follows:

Twenty Million Dollars and 00/100 (\$20,000,000.00)

This appointment is made under and by authority of the following resolution passed by the Board of Directors of said Company at a meeting held in the principal office of the Company, a quorum being present and voting, on the 6th day of December, 1958, which resolution is still in effect:

"RESOLVED, that the President or any Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 7th day of December, 1973.

"RESOLVED, that the signature of the President or a Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary or Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company."

IN WITNESS WHEREOF, THE CINCINNATI INSURANCE COMPANY has caused these presents to be sealed with its corporate seal, duly attested by its Vice President this 10th day of May, 2012.



THE CINCINNATI INSURANCE COMPANY

Signature of Stephen A. Justice

Vice President

STATE OF OHIO ) ss:
COUNTY OF BUTLER )

On this 10th day of May, 2012, before me came the above-named Vice President of THE CINCINNATI INSURANCE COMPANY, to me personally known to be the officer described herein, and acknowledged that the seal affixed to the preceding instrument is the corporate seal of said Company and the corporate seal and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporation.



Signature of Mark J. Huller

MARK J. HULLER, Attorney at Law
NOTARY PUBLIC - STATE OF OHIO
My commission has no expiration date. Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Secretary of THE CINCINNATI INSURANCE COMPANY, hereby certify that the above is a true and correct copy of the Original Power of Attorney issued by said Company, and do hereby further certify that the said Power of Attorney is still in full force and effect.

GIVEN under my hand and seal of said Company at Fairfield, Ohio, this 9th day of April 2019

Signature of Scott R. Bolon

Assistant Secretary

