

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

**BID # 2024 – 2
ASPHALT EMULSIONS**

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

PROPOSAL FROM:

COMPANY: Suit-Kote Corporation

ADDRESS: 10965 McHenry Street
Meadville PA 16335

CONTACT NAME: Steven C Cooper

PHONE #: 814-337-1100

E-MAIL: cbenek@suit-kote.com

DATE: April 5, 2024

ERIE AREA COUNCIL OF GOVERNMENTS

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

TO: ALL PROSPECTIVE BIDDERS

FROM: EACOG'S JOINT MUNICIPAL BIDDING COMMITTEE

SUBJECT: SOLICITATION OF BIDS -- Asphalt Emulsions

DATE: March 22, 2024

Sealed proposals will be received by the Erie Area Council of Governments Joint Municipal Bidding Committee, acting on behalf of Erie County, the Cities of Corry and Erie; the Boroughs of Albion, Cranesville, Edinboro, Girard, Mill Village, Union City, Wattsburg and Wesleyville; the Townships of Amity, Elk Creek, Fairview, Franklin, Girard, Greene, Greenfield, Harborcreek, Lawrence Park, LeBoeuf, McKean, Millcreek, North East, Springfield, Summit, Union, Venango, and Waterford; and the Summit Township Water Authority. Proposals must be enclosed in a sealed envelope addressed to the Erie Area Council of Governments Joint Municipal Bidding Committee, and should bear the name and address of the bidder and the item or items which are bid on the exterior of the sealed envelope.

Bids may be mailed, dropped off or delivered until 11:30AM Friday, April 5, 2024 to:
Erie Area Council of Governments
150 East Front St. Ste 300
Erie, PA 16507

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

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

Items and services for which bids will be received include:

TACK Oil

Trackless Tack Oil NTT/CNTT

CRS-2

Liquid Mastic Asphalt

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 Michelle Jaggi, Executive Director at 814-454-1770 or mjaggi@erieareacog.org.

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

INSTRUCTIONS TO BIDDERS

ARTICLE I - DEFINITIONS

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

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

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

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

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

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

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

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

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

Notice - Written notice shall be deemed to have been duly served if delivered in person or electronically via email or website download to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or to an authorized representative of such individual, firm or corporation.

Number - The singular shall be deemed to include the plural, and the plural the singular, as the context may require and is the masculine gender.

Owner - During bidding procedures, the Owner shall be represented by the Erie Area Council of Governments Joint Municipal Bidding Committee. During the Bidder selection and contract terms selection, and after the finalization of the Contract with the individual Participants, the Owner shall generally be understood to be the Participants named in the contract document and/or each Contract.

Participants - Those current member municipalities of the Erie Area Council of Governments and other specified Municipalities, Municipal Authorities, and School districts participating in the Erie Area Council of Governments' Joint Municipal Bidding Program. These municipalities shall include Erie County, the Cities of Corry and Erie; the Boroughs of Albion, Cranesville, Edinboro, Girard, Mill Village, Union City, Wattsburg and Wesleyville; the Townships of Amity, Elk Creek, Fairview, Franklin, Girard, Greene, Greenfield, Harborcreek, Lawrence Park, LeBoeuf, McKean, Millcreek, North East, Springfield, Summit, Union, Venango, and Waterford; and the Summit Township Water Authority.

Security - Bid bond, performance bond, payment bond, certified check, and other instruments of security, furnished by the bidder and his surety in accordance with the contract documents.

ARTICLE II - AWARD, EXECUTION OF DOCUMENTS, DELIVERY OF BONDS

The award of the Contract, if it is awarded, will be to the lowest responsible Bidder whose qualifications indicate the award will be in the best interest of the Owner and whose proposal complies with all the prescribed requirements. No award will be made until the Owner has concluded such investigations as deemed necessary to establish the responsibility, qualifications and financial ability of the Bidder to complete the project or to provide the requested material, supplies, equipment, product and/or services to the satisfaction of the Owner, within the time prescribed. **The Owner reserves the right to reject the bid of any Bidder who does not pass such investigation to the Owner's satisfaction.**

The Owner reserves the right to reject any or all bids, in whole or part, and to waive any informality in bids received when such is in the best interest of the Owner and to reject the bid(s) of a Bidder who in the opinion of the Owner is not in a position to perform the Contract. Each municipality reserves the right to reject any bid, without jeopardizing the bid price to those municipalities who desire to award or accept the bid.

In analyzing bids, the Owner may take into consideration alternates and unit prices if requested by the Form of Proposal. The Owner will give the successful Bidder written notice of the award within sixty (60) day after the opening of the bids. The Owner shall be required to take the proper action to accept or reject the bids submitted with sixty (60) days of the bid opening.

Each municipality will execute its own Contract or purchase order with the successful Bidders and shall be liable only for supplies, equipment, material, product and/or services contracted for by itself. Each successful Bidder shall be required to invoice each participating municipality separately.

Upon notification and within ten (10) days of the execution of the contract documents and at the discretion of the municipality the vendor may be required to deliver a performance bond as security for the faithful performance of this Contract. The performance bond will be provided payable to the municipality. The performance bond shall be in the amount of fifty percent (50%) of the Contract amount based on the estimated quantities of the awarding municipality detailed elsewhere and the bidder's proposed price.

Failure of the successful Bidder to execute the contract documents and deliver any required security within ten days (10) of the notification of the award shall be just cause for the Owner to annul the award and declare the bid and any guarantee thereof forfeited.

The bid security of all Bidders except that of the two (2) apparent lowest Bidders will be returned within one (1) month of the bid opening. The bid security of the two (2) apparent lowest bidders will be returned upon finalization of the agreement with the successful Bidder.

ARTICLE III - REQUIREMENTS FOR SIGNING BIDS

Each bid must give the full business name and address of the Bidder and be signed by him with his usual signature. All bids shall be signed. Bids which are not signed by the individual making them, should have attached thereto a power-of-attorney evidencing authority to sign the bid in the name of the person for whom it is signed. Bids by partnership must furnish the full name of all partners and must be signed in the partnership name by all 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, 2025 or on April 30th of subsequent years if extended. Those municipalities having Contracts for supplies, equipment, material, product and/or services whose term extends into the period covered by this Contract time will have the right to participate in a Contract with the successful Bidder as their individual obligations expire.

ARTICLE X - BIDS OR PROPOSALS

All bids must be indicated upon the Form of Proposal attached hereto. Bidders shall submit the completed bid documents either by mail, drop off or delivery. All proposals must be addressed as outlined in this document. The Bidders may bid on any or all items called for in the Form of Proposal; if an item or alternate is called for on a type of equipment or material or method on which the Bidder does not desire to bid, he may insert the words "No Bid" in the space provided for prices on such item(s) or alternate(s). If it is determined by the Owner to use alternate type of equipment, type of material, or method--the fact that the cost of an alternative type of equipment, material or method bid by a Bidder may be lower than that chosen, shall not constitute the basis or a claim by the Bidder that the Contract shall be awarded to him. In the case that a Bidder desires to bid on an alternate, he shall set forth in the space provided in the Form of Proposal the explanation and amount to be added or deducted from the base bid. If an alternate price

called for does not involve a change in price, the Bidder shall so indicate by inserting the words "No Change" in the space provided. If any type of discount is offered by the Bidder for prompt payment of bills or other consideration, such may also be set forth on the Form of Proposal.

Erasures or changes in a bid must be explained or noted over the signature of the Bidder. Bids containing any conditions, omissions, unexplained erasures or alterations or items not called for in the proposal or irregularities of any kind, may be rejected by the Owner as being incomplete.

Bids shall be accompanied by **bid security** as provided in the Special Conditions section.

ARTICLE XI - DEVIATIONS/ ALTERNATE PROPOSALS

Bidders desiring to submit proposals on materials, supplies, product, equipment and/or services in substantial conformance to these specifications but not meeting some details of the specifications exactly, shall list the specific deviations in the space provided in the Alternative Proposal section of the Form of Proposal. Bidders should be aware that such a bid will be thoroughly evaluated but that it also will be considered as an alternate bid within the meaning of Article X and, therefore, the Owner does not obligate itself to award the Contract to such a Bidder although this bid price may be lower than the lowest bid in conformance with these Specifications. The Owner reserves the right to decide which bid most nearly meets the intent of these Specifications.

ARTICLE XII - BIDDERS'S RESPONSIBILITY

Each Bidder is required to familiarize himself with all of the attached forms, including but not necessarily limited to Notice to Bidders, Instructions to Bidders, Contract Form, Notice of Award, Special Conditions, Detail Specifications, and forms. Each Bidder will be held responsible to fully comply therewith. Each Bidder must acquaint himself thoroughly with the conditions under which materials, supplies, equipment, product and/or services shall be utilized.

ARTICLE XIII - QUANTITIES

The estimated quantities given in the Special Conditions are for bidding purposes only. **The estimated quantities are based on each municipality's estimated volume for the period. The Owner does not guarantee any given quantity.** The municipalities may purchase more

or less than the estimated amounts, and the vendor may not assume that these estimates are a part of the Contract. The vendor shall be required to supply the participating municipalities on an as-needed basis, throughout the Contract duration.

ARTICLE XIV - TAXES

All bid prices are to be less Federal, State or local taxes except as required by law.

JOINT BIDDING SPECIFICATION

ASPHALT EMULSIONS

ERIE AREA COUNCIL OF GOVERNMENTS

JOINT MUNICIPAL BIDDING COMMITTEE

March 22, 2024

Administered by:

Erie Area Council of Governments
150 East Front St.
Suite 300
Erie, PA 16507
814-454-1770
mjaggi@erieareacog.org

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

**SPECIAL CONDITIONS
2024**

ASPHALT EMULSIONS

**ALBION BOROUGH, CITY OF ERIE, GIRARD TOWNSHIP, UNION CITY BOROUGH
AND SUMMIT TOWNSHIP**

General

Bids are requested for specified Asphalt Emulsions for Albion Borough, the City of Erie, Girard Township, Summit Township and Union City Borough with the same pick up bid prices available if requested by the following Erie Area Council of Governments members: Boroughs of Albion, Cranesville, Edinboro, Girard, Mill Village, Wattsburg, and Welseyville; the Townships of Amity, Elk Creek, Fairview, Franklin, Greene, Greenfield, Harborcreek, Lawrence Park, LeBoeuf, McKean, Millcreek, North East, Springfield, Union, Venango and Waterford; the County of Erie, the City of Corry, and Summit Township Water Authority. Prices submitted through this joint bid process are for these municipal participants only.

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

2024

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, 2024. 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.

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

Albion Borough: Gary Wells (814) 756-3660
City of Erie: Chuck Zysk (814) 870-1454
Girard Township: Jeff Ferrick (814) 860-1335
Summit Township: Mark Welka (814) 868-9686
Union City Borough: Cindy Wells: (814) 438-2331

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

2024

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, % (<u>Note 1</u>)		N/A	1.0
Sieve Test, % (<u>Note 1</u>)		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
2024
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
2024
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
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2024**

DETAILED SPECIFICATIONS

LIQUID MASTIC ASPHALT

PRODUCT DESCRIPTION

CrackMaster Mastic Black is a hot-applied, polymer-modified mastic asphalt binder; factory-blended with graded fillers, steel fibers, granite aggregates and recycled tire rubber. It is designed to replace traditional hot pour crack sealants which lack structural strength and other more rigid patches like cold patch or hot mix that are prone to failure due to their stiffness or poor quality. CrackMaster Mastic Black meets all requirements of ASTM D8260-20 hot-applied asphalt aggregate-filled mastic.

- Load transferring repair with superior tensile strength and flexibility.
- Accommodates limited joint/crack movement due to thermal expansion and contraction, and vibratory movements.
- Flexible, enduring, skid-resistant finish.
- Resistant to water intrusion and broad range of salts, bases and organic materials.
- Year round application with no temperature limitations.
- Extends the service life of asphalt.
- Rapid cure allows repairs to be open to traffic within 30 minutes.

RECOMMENDED USES

CrackMaster Mastic Black is a flexible asphalt mastic repair for cold joints, overlaid joints, large cracks, spalls, and pot holes in asphalt.

PERFORMANCE CHARACTERISTICS

Table 1 - Physical Properties Of CrackMaster Mastic Black		
	Color	Black
D8260	Mastic Resilience	50% Minimum
D8260	Effects of Rapid Deformation	No cracking, chipping, or separation, 8 N-m, -7 °C
D8260	Crack Bridging	3 cycles, -7 °C
D8260	Mastic Stability	40.0 mm maximum @ 70°C
	Recommended Application Temperature	370 - 400 °F
	Specific Gravity	1.7 - 2.0

SURFACE PREPARATIONS

The repair surfaces will be cleaned and dried with a hot air lance. All loose debris must be removed. If desired, a jack hammer or milling machine may be used to clean and prepare the area to be repaired.

APPLICATION PROCEDURES

Application of the CrackMaster Mastic Black material shall be by factory trained and certified installation professionals.

CrackMaster Mastic Black material is heated in a thermostatically controlled, purpose-built mixer, having a horizontal agitator that ensures complete mixing. Once the material reaches approximately 370 to 400 °F (189 to 204 °C), pour molten CrackMaster Mastic Black into the prepared area, sealing the bottom of the repair from water intrusion.

When using as a patching material, if the depth of the repair exceeds 1 inch and the width exceeds 4 inches, the remainder of the repair process will consist of layering coarse, hot angular aggregate (cleaned and dried) at a rate of 25% - 55% by volume with the molten CrackMaster Mastic Black until within 3/4" of the top of the repair. The bulking aggregate must be worked into the patch completely. **NO DRY LAYERS OF BULKING AGGREGATE WILL BE ALLOWED.**

The final 3/4" of the repair will be CrackMaster Mastic Black material for optimum flexibility of the repair. This top layer must be screeded to a level grade. Depending on the depth of the repair, the CrackMaster Mastic Black material will be ready for traffic return between 30 minutes to 1 hour.

When using as a wide crack filler 1-4" wide, use a screed box to deliver the molten material to the repair area. Use multiple passes as necessary to ensure that the molten material is level with the existing surface. Scrape edges as necessary to ensure a good riding and aesthetically pleasing repair.

All removed materials and residual repair materials will be recovered and disposed of away from the site according to the client's specifications. All Federal, State and OSHA safety requirements must be followed during installation.

CAUTIONS

See SDS for complete safety precautions prior to use. Use HSE-approved personal protective equipment (PPE), including safety glasses, gloves and confined space equipment/procedures if applicable. Avoid skin contact; do not ingest. For professional use only.

PACKAGING AND AVAILABILITY

CrackMaster Mastic Black is available in a 40 pound meltable bag. CrackMaster Mastic Black is supported by a national network of SealMaster manufacturing facilities along with a national network of qualified applicators.

**ERIE AREA COUNCIL OF GOVERNMENTS
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**SPECIAL CONDITIONS
2024
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>
Delivered to:		
TACK oil	City of Erie 2001 French St. Erie, Pa 16503	1,500
	TOTAL:	1,500 gal
CRS - 2	Summit Township 8900 Old French Rd Erie, Pa 16509	6,000
	Girard Township <i>Picked Up</i>	1,500
	TOTAL:	7,500 gal
Modified Asphalt Sealant Blocks	Union City Borough 35 Willow St. Union City, 16438	12 blocks
	Albion Borough <i>Picked Up</i>	66 blocks
	TOTAL:	78 blocks
Trackless Tack Oil NTT/CNTT	City of Erie 2001 French St. Erie, Pa 16503	4,500
	TOTAL:	4,500 gal
Liquid Mastic Asphalt	Summit Township 8900 Old French Rd Erie, Pa 16509	<u>2 pallets</u>
	TOTAL:	2 pallets

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

**FORM OF PROPOSAL
2024
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:

**PICKED-UP AND LOADED
ON MUNICIPAL TRUCKS**

TACK (price per gallon) \$ 2.90 / GL

Bidders point of
Supply 10965 McHenry Street, Meadville PA 16335

CRS-2 (price per gallon) \$ 3.20 / GL

Bidders point of
Supply 10965 McHenry Street, Meadville PA 16335

Liquid Mastic Asphalt (price per pallet) \$ No Bid

Bidders point of
Supply _____

Modified Asphalt Sealant Blocks (price per block) No Bid

Boxed \$ _____ Boxless \$ _____

Bidders point of
Supply _____

<u>DELIVERY PRICES TO:</u>	<u>Location</u>	<u>UNIT PRICE PER GALLON</u>
-----------------------------------	------------------------	-------------------------------------

CRS - 2	Summit 8900 Old French Rd.	\$3.85
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TACK	Erie 2001 Fench Street	\$ 3.50
------	------------------------	---------

Trackless TACK oil NTT/CNTT	Erie 2001 Fench Street	\$ 3.10
-----------------------------	------------------------	---------

Liquid Mastic Asphalt	Summit 8900 Old French Rd.	\$ NO BID
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Modified Asphalt Sealant Blocks (Hot applied) Priced per block:

Union City Borough - 35 Willow St. Union City

Option #1: Boxes:	Boxless: NO BID
Option #2: Boxes:	Boxless: NO BID

2024

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.

[illegible]

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

FORM OF PROPOSAL

2024

ASPHALT EMULSIONS

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 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.

ATTEST:

Candice Benek

Sales Admin

(Title)


Company Suit-Kote Corporation

Address 10965 McHenry Street

Meadville PA 16335

Phone 814-337-1171

E-mail cbenek@suit-kote.com

Signed 

Name Steven C Cooper
(Type or Print)

Title Sales Representative

Date April 5, 2024

**ANTI-COLLUSION AFFIDAVIT**

County: Erie

Municipality: EACOG

State of: Pennsylvania Project Number: N/A

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

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

Suit-Kote Corporation

(Contractor)

BY

A handwritten signature in black ink, appearing to read "Steven C. Cooper".

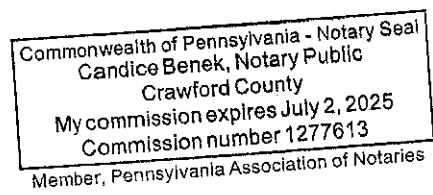
Steven C. Cooper, Sales Representative

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

A handwritten signature in black ink, appearing to read "Candice Benek".

Notary Public

My Commission expires _____





COMMONWEALTH OF PENNSYLVANIA

PUBLIC WORKS EMPLOYMENT VERIFICATION FORM

Date 04/01/2024Business or Organization Name (Employer) Suit-Kote CorporationAddress 10965 McHenry StreetCity Meadville State PA Zip Code 16335☒ Contractor ☐ Subcontractor (check one)Contracting Public Body EACOG

Contract/Project No _____

Project Description _____

Project Location EACOG

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

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

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


Authorized Representative Signature

**AFFIDAVIT RE****ACCEPTING PROVISIONS OF THE WORKMEN'S COMPENSATION ACT**

State of PENNSYLVANIA

)
)
) ss:
)
)

County of **Crawford**

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

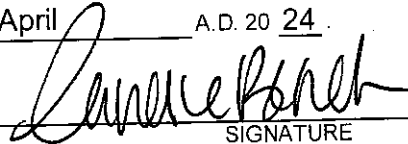
accepted the provisions of the Workmen's Compensation Act of 1915 of the Commonwealth of Pennsylvania, with
has his
its supplements and amendments, and have insured their liability thereunder in accordance with the terms of said
its

Act with Arch Insurance Company
(SURETY COMPANY)

Suit-Kote Corporation
(TYPE OR PRINT) CONTRACTOR

BY 
SIGNATURE
Steven C Cooper, Sales Representative

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


SIGNATURE

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

STATEMENT OF SURETY'S INTENT

To: Erie Area Council of Governments
(Owner)

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

for Asphalt Emulsion

(Project)

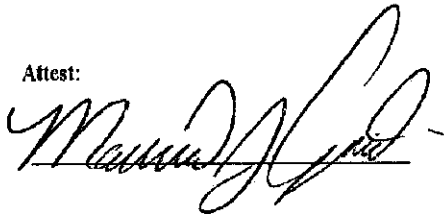
Bids for which will be received on April 5, 2024
(Bid Opening Date)

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

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

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

Attest:



Liberty Mutual Insurance Company

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



Seal No. 5728

Attach Power of Attorney

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

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

AIA Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Suit-Kote Corporation

10965 McHenry Street, Meadville PA 16335

SURETY:

(Name, legal status and principal place of business)

Liberty Mutual Insurance Company

175 Berkley Street
Boston, MA 02116

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.

OWNER:

(Name, legal status and address)

Erie Area Council of Governments

150 East Front Street, Suite 300, Erie PA 16507

BOND AMOUNT: (of Bid)**PROJECT:** Ten Percent of Amount Bid (10% of Amount Bid)

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

Asphalt Emulsion

Project Number, if any:

Bid #2024-2

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

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

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

Signed and sealed this April 5, 2024

(Witness)

(Witness)

Suit-Kote Corporation

(Principal)

(Seal)

(Title) Steven C Cooper

Sales Representative

Liberty Mutual Insurance Company

(Surety)

(Seal)

(Title)

Francis A. Lowther, Attorney in Fact



INDIVIDUAL ACKNOWLEDGMENT

State of _____
County of _____

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

Notary Public

CORPORATION ACKNOWLEDGMENT

State of Pennsylvania
County of Crawford

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

Angie Benek

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

SURETY ACKNOWLEDGMENT

State of New York
County of Onondaga

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



Matthew J. Capriotti
Notary Public

MATTHEW J. CAPRIOTTI
Notary Public - State of New York
No. 01CA6434571
Qualified in Onondaga County
My Commission Expires June 6, 2028



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 by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

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

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

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

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

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

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



By:

Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Seal No. 5728

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

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



LIBERTY MUTUAL INSURANCE COMPANY

Financial Statement – December 31, 2022

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



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

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

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

TAMikolajewski
Assistant Secretary