

City of Sharon

Notice to Bidders

2014 EMULSION ASPHALTS

Sealed proposals for 2014 Emulsion Asphalts will be received by the City of Sharon, Mercer County, Pennsylvania, at the office of the City Manager, 155 W. Connelly Blvd. Sharon, PA or by mail to the City Manager, 155 W. Connelly Blvd, Sharon, PA 16146.

Bids will be received until 4:30 PM, Thursday, June 19, 2014. They will be opened and read aloud at 6:00 PM at 155 W. Connelly Blvd, Sharon PA in the council chambers.

Specifications and Forms of Proposal may be obtained from the undersigned at the office of the City Manager.

Proposals must be accompanied by a Bid Bond or Certified Check in the amount specified in the Detailed Specifications. Proposals must be enclosed in a sealed envelope, addressed to the City Manager and should bear the name and address of the bidder together with the words "2014 EMULSION ASPHALTS" clearly marked on the exterior of the envelope.

The City reserves the right to reject any and all bids.

City of Sharon  
Scott Andrejchak  
City Manager

City of Sharon  
155 W. Connelly Blvd, Sharon PA 16146

**SPECIFICATIONS and  
FORM OF PROPOSAL**

**EMULSION ASPHALTS**

May 2014

FORM OF AGREEMENT

This agreement made the \_\_\_\_ day of \_\_\_\_\_ in the year 2014 by and between \_\_\_\_\_ Hereinafter called the Contractor, and the City of Sharon in Mercer County, Pennsylvania, hereinafter called the Owner. WITNESSETH, that the Contractor and the Owner for the consideration named, agree as follows:

ARTICLE I - SCOPE OF WORK

The contractor shall furnish, deliver, and unload (if necessary) all material and perform all work and/or installation required at the price indicated in this Form of Proposal attached hereto. All material furnished and work performed shall be in complete conformance with all the herein Contract Documents in writing.

ARTICLE II - CONTRACT SUM

The Owner shall pay the Contractor for the performance of the Contract, subject to additions and deductions provided herein, in current funds as follows: The unit prices as indicated in the Form of Proposal for the units and/or work the Owner decides to purchase.

ARTICLE III - COMPONENT PARTS OF THIS CONTRACT

This contract consists of the following component parts all of which are as fully a part of this Contract as if herein set out verbatim or, if not attached, as if attached hereto: Notice to Bidders, Instructions to Bidders, Form of Agreements, Performance Bond, Detailed Specifications, Form of Proposal, Escalator Clause, and Bid Bond.

In witness whereof the parties hereto have caused this instrument to be executed in \_\_\_\_\_ original counterparts the day and year first above written.

\_\_\_\_\_  
CONTRACTOR

ATTEST:

By \_\_\_\_\_(SEAL)

\_\_\_\_\_  
CITY OF SHARON  
SHARON CITY COUNCIL

ATTEST:

By \_\_\_\_\_(SEAL)

\_\_\_\_\_  
City Manager

\_\_\_\_\_  
President

FORM OF PROPOSAL

2014 EMULSION ASPHALTS

We hereby certify that we have read, understand, and agree to all the conditions outlined in the Notice to Bidders, Instructions to Bidders, Detailed Specifications and all other parts of the Contract Documents. We are the only persons interested in the Proposal as principals.

This Proposal is made without collusion with any person, firm, or corporation. We have investigated the availability of the materials and supplies specified and propose to furnish the items designated at the following prices:

Prices Per Gallon:

CRS-2 (F.O.B.) \$ \_\_\_\_\_ Delivered as directed \$ \_\_\_\_\_

Location of point of supply \_\_\_\_\_

Accompanying this Proposal is a certified check/bid bond (cross out one) in the amount of \_\_\_\_\_ dollars

\$ \_\_\_\_\_, payable to the City of Sharon, Mercer County, Pennsylvania, which it is agreed shall be retained as liquidated damages by the City if the undersigned fails to execute the Contract in conformity with the Form of Agreement incorporated in 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 by the bidder for a period of ninety (90) days from the opening thereof.

Company \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

ATTEST:

Signed \_\_\_\_\_

\_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Title \_\_\_\_\_ (SEAL)

## DETAILED SPECIFICATIONS

### 2013 EMULSION ASPHALTS

Asphalt Emulsion to be used for crack sealing, spot sealing, sealing, surface treatment, mixing FB-1 and full depth recycling of designated City roads.

Bid prices are solicited for liquid asphalt material F.O.B. and/or by the bidder's distributor truck and driver. Bidders must own a minimum of two (2) State registered distributor trucks with a minimum capacity of 4000 gallons each. The City will require bidders to submit evidence of ownership of said trucks as a condition of award of the contract. Bidder must be familiar with various aggregates and procedures for work to be performed in the municipality. Any delays in work, such as down time, will be the responsibility of the bidder. Bid security shall be ten percent (10%) of the cost of 35,000 gallons of asphalt applied by the bidder's distributor and based on the bidder's price. Estimated requirements are as follows:

#### CRS-2

#### CONTROL OF MATERIAL

1. All materials delivered as directed shall comply with PennDOT Form-408 requirements.
2. The municipality will determine the acceptability of all materials.
3. The municipality reserves the right to collect samples of materials furnished and to have an independent approved testing laboratory perform testing at the vendor's expense.
4. All liquid asphalt shall be delivered to the locations in the amounts and at the time and date as may be specified and required by the municipality's foreman or representative.
5. The Municipality reserves the right, due to unfavorable weather conditions, equipment breakdowns or other unavoidable conditions to require the contractor to return to the source of shipment a load or part of a load of Liquid Asphalt. The Municipality will not be responsible for any extra charge or costs for return of said Liquid Asphalt to the contractor's point of shipment. This requirement will be considered a part of this contract, and no payment will be made by the Municipality to the contractor for the return of the aforementioned materials.
6. The City will supply all limestone.

## SPECIAL PROVISIONS WARRANTY

- A. The Contractor shall furnish evidence that all asphalt distribution and other equipment for performing chip-sealing are approved and calibrated prior to commencing any work.
- B. The Contractor will be required to place a warranty of one (1) year on all liquid asphalt placed for City of Sharon.

A surface with uniform aggregate retention shall be maintained for the duration of the warranty period.

Should any failures occur; the contractor will satisfactorily repair and maintain the seal coat for the duration of the warranty.

Repair and maintenance of the items shall be performed with the materials and workmanship equal to the original specifications incorporated in the work.

Failure to begin requested repairs and maintenance on the date mutually agreed to by City of Sharon and the contractor will result in the City performing the work or having the work performed by others, and billing the contractor.

- C. A surface with uniform aggregate retention shall be maintained for the duration of the warranty period.

Should any failures occur, the contractor will satisfactorily repair and maintain the road for the duration of the warranty.

Repair and maintenance of the items shall be performed with the materials and workmanship equal to the original specifications incorporated in the work.

Failure to begin requested repairs and maintenance on the date mutually agreed to by City of Sharon and the contractor will result in the City performing the work or having the work performed by others, and billing the contractor.

CITY OF SHARON  
MERCER COUNTY, PENNSYLVANIA  
BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned \_\_\_\_\_

As the BIDDER, hereinafter called the Principal, and \_\_\_\_\_

As SURETY, are hereby held and firmly bound unto the City of Sharon, 155 W. Connelly Blvd,  
Sharon PA 16146 as OWNER, in the penal sum of:

\_\_\_\_\_ Dollars \$\_\_\_\_\_ for the  
payment of which, well and truly to be made, we hereby jointly and severally bind  
Successors, assignees and ourselves.

Signed, this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

THE CONDITION OF THE ABOVE OBLIGATION is such that whereas the Principal has  
submitted to the City of Sharon a certain bid, attached hereto and hereby made a part hereof to  
enter into a Contract in writing for the

\_\_\_\_\_  
\_\_\_\_\_  
NOW, THEREFORE,

(a) If said Bid shall be rejected, or

(b) If said Bid shall be accepted and the Principal shall execute and deliver a Contract in the  
Form of Contract attached hereto (properly completed in accordance with said Bid) and  
shall furnish a Bond for his faithful performance of said Contract, and for the payment of all  
Persons performing labor or furnishing materials in connection therewith, and shall in all  
Other respects perform the agreement created by the acceptance of said Bid then this obligation  
Shall be void, otherwise the same shall remain in force and effect; it being expressly understood  
and agreed that the liability of the Surety for any and all claims hereunder shall, in no event,  
exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligation so said Surety and  
its Bond shall be in no way impaired or affected by an extension of the time  
within which the OWNER may accept such Bid; and said Surety does hereby waive notice of  
any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals,  
and such of them as are corporations have caused their corporate seals to be hereto  
affixed and these presents to be signed by their proper officers, the day and year first set  
forth above.

(PRINCIPAL SIGN HERE)

\_\_\_\_\_  
\_\_\_\_\_  
(SURETY SIGN HERE)