SEALED PROPOSALS

Sealed proposals will be received by the Borough of Tyrone until 11:00AM, prevailing time on November 19, 2026 at the Tyrone Municipal Building, 1100 Logan Avenue, Tyrone, PA 16686 for the following:

Lime and Patch Paving of Borough Street Cuts

Specifications for the above contract are available at the Tyrone Municipal Building, 1100 Logan Avenue, Tyrone, PA and on our website at www.tyroneboropa.com. The Borough of Tyrone reserves the right to reject any and all bids, to waive any informalities or technical defects in such bids, or to award the contract in the best interest of the Borough.

If you are a person with a disability and require an auxiliary aid, service or other accommodation to participate in this bid proceeding, please contact the Borough Manager's Office at 684-1330 to discuss how the Borough may best accommodate your needs.

Kimberly D. Gurekovich
Borough Manager

John D. Harlow, Mayor/President of Council
Sarah J. Hunter, Vice President of Council
Robert Dollar, Councilmember
Bridgette Gill, Councilmember
Ken Patterson, Councilmember
Tammy Wills, Councilmember
William Wiser, Councilmember
Debbie Kann, Councilmember

BOROUGH OF TYRONE
1100 Logan Avenue
Tyrone, Pennsylvania 16686
(814) 684-1330
FAX (814) 684-5266 • TDD (814) 684-5601
Website: www.tyroneboropa.com

Kimberly D. Gurekovich
Borough Manager

SPECIFICATIONS FOR SUPPLYING:

LIME

October 15, 2026

GENERAL SPECIFICATIONS

1. SPECIFICATIONS

The specifications are described as including and incorporating the General Specifications, Proposal Form, Proposal Bond, Certificate of Insurance and Non-Collusion Affidavit Form.

2. COMPLETENESS OF SPECIFICATIONS

Unless written notice is received by the Borough as to any apparent discrepancies or incompleteness in the specifications prior to the date and time for receipt of proposals, the specifications will be considered as clear and complete.

3. ADDENDUM

The Borough reserves the right to correct, change, add or delete from the specifications by written addendum. Two (2) copies of any addendum shall be forwarded to all bidders. Bidder shall attach one (1) copy of the addendum to their copy of the specifications and shall sign the other copy and attach it to their proposal.

4. EXPLANATION OF SPECIFICATIONS

Any explanation or interpretation of these specifications by the Borough shall be binding only if in the form of a written addendum furnished to all bidders. Oral or other explanations or interpretations made prior to the opening of proposals shall not be binding.

5. RESPONSIBILITY

The specifications include general, sectional and subject titles for convenience only. No responsibility is assumed by the Borough for any omissions or duplications due to errors in the arrangement of subject matter in the specifications.

6. INQUIRIES

Inquiries may be directed in writing to:

Jason Harris, Sewer Superintendent
Tyrone Wastewater Treatment Plant
1100 Logan Avenue
Tyrone, PA 16686

or by calling the Sewer Department at between 7:00AM - 2:30PM at 814-684-2110, Monday - Friday.

7. PROPOSALS

A. Proposals must be made on the proposal form attached and must be fully completed and signed by the proper person(s).

B. Proposals must be submitted in a sealed envelope clearly identifying its content as **"SEALED PROPOSALS FOR SUPPLYING LIME".**

C. Proposals must be received at The Tyrone Borough Municipal Building, 1100 Logan Avenue, Tyrone, PA 16686 prior to 11:00AM, prevailing time, on November 19, 2026

D. Proposals will be publicly opened by the Borough immediately after 11:00AM, prevailing time on November 19, 2026, at the Tyrone Borough Municipal Building, 1100 Logan Avenue, Tyrone, PA.

E. Bids will be awarded by Borough Council in accordance with applicable Borough bidding procedures.

F. Borough reserves the right to extend the time for receipt and/or opening of Proposals.

8. PRODUCT INFORMATION

Bidder shall submit descriptive and/or technical information with his proposal listing data for the particular products proposed to be furnished. Such information shall include sufficient detail to enable the Borough to determine compliance with the specifications. Product Safety Data Sheets shall be supplied.

9. GUARANTIES OR WARRANTIES

Bidder shall submit with his proposal a listing of all guaranties or warranties for the particular item proposed to be furnished.

10. PROPOSAL SECURITY - PROPOSAL BOND

Each proposal shall be accompanied by a Certified Check, Proposal Bond, or other bid security approved by the Borough Solicitor as proposal security in the minimum amount of ten percent (10%) of the total bid price. Said check or bond shall be payable to or name as obligee the Borough of Tyrone as a guarantee that the bidder will execute the contract as provided therein. All Proposal bonds must be submitted on the form attached.

11. PERFORMANCE BOND

The successful bidder is required to furnish the Borough, within twenty (20) calendar days after the award of the contract, a Performance Bond on the form attached in the

amount of one hundred percent (100%) of the contract price. Failure to furnish the proper Performance Bond within the allotted time shall be deemed to be a contract default. Borough shall have the right to collect the bidder's proposal security as liquidated damages and the right to seek other legal remedies.

12. WITHDRAWAL OF BIDS

No bidder may withdraw his bid for a period of sixty (60) calendar days after the date set for the opening thereof. A violation of this provision on the part of the bidder shall result in the forfeit of his proposal security to the Borough as liquidated damages. Borough also reserves the right to seek other legal remedies.

13. RIGHTS RESERVED

The Borough reserves the right to: waive any informality; reject any or all proposals for any reason; and/or award the contract as the best interests of the Borough may appear.

14. ASSIGNMENT

The successful bidder to whom an award is made shall not sell, sublet, transfer, or assign the contract or any portion thereof or any rights, title, or interest therein to any person, firm or corporation without the prior written consent of the Borough. In the event Borough consents to any assignment of the contract, assignment shall be only in a form of documentation furnished exclusively by the Borough.

15. PAYMENT

Payment shall be made within thirty (30) calendar days following delivery and acceptance by the Borough.

16. DELIVERY/QUANTITIES

The bid price shall include delivery to the specified location listed in the proposal, unless otherwise indicated. Deliveries shall be made within seven (7) calendar days from date of order. Time is of the essence. ***Delivery to 735 Birmingham Pike, Tyrone, shall be made in quantity amounts as requested by the Borough***. Quantities listed on the Proposal Form are estimated annual quantities. Quantities are approximate for the purpose of comparison of bids and the Borough reserves the right to increase or decrease quantity under the contract at the unit prices.

17. APPROVED EQUAL

In the Specifications and all addendum thereto, wherever the phrase "Approved Equal" or words or phrases of like intent are used, such words or phrases shall be considered to mean alternate product(s) approved in writing by the Borough of Tyrone.

18. LIQUIDATED DAMAGES

The successful bidder hereby agrees that liquidated damages of five hundred dollars ($500.00) shall be deducted from the contract price for each and every calendar day that said contract continues uncompleted.

19. INSPECTION

The Borough may, as it deems necessary, inspect at any time the products furnished under this Contract. Any such inspection or lack of any such inspection shall not in any way relieve the successful bidder and/or his sureties from their responsibilities under this Contract.

20. INDEMNIFICATION

Borough's acceptance of the successful bidder's proposal shall constitute the successful bidder's agreement to indemnify and save harmless the Borough and all its officers, agents and employees from all suits, actions, or claims arising out of or from Bidder's acceptance of the Specifications and/or bidders performance thereunder.

21. TAXES

The successful bidder will be responsible for the payment of all Excise, Sales, and Use Taxes and all other taxes required by law on all materials, tools, apparatus, equipment, fixtures, and incidentals which bidder purchased or used for the purpose of fulfilling the work of this contract, and bidder shall include all amounts required for such taxes within the prices in his proposal. No additional payment will be made to cover such taxes. Each bidder shall thoroughly familiarize their self, before submitting a Proposal, with all laws requiring the payment of taxes.

22. LAWS AND ORDINANCES

Successful bidder shall comply with all laws, ordinances, rules and regulations of any governmental body, agency or commission having jurisdiction in the matter.

23. PATENTED DEVICES

Successful bidder shall defend any and all suits and assume all liability for any and all claims made against the Borough or any of its officers or agents for the use of any patented device, process or article forming a part of the specified matter furnished under the Contract.

24. ENTIRE AGREEMENT

The Specifications, once accepted by the successful bidder executing the Proposal Form and the borough awarding the bid to successful bidder and also executing the Proposal

Form shall constitute the entire agreement between the parties and the parties acknowledge that no other oral or written agreement exists between the parties. These Specifications may not be altered or amended in any manner except in writing executed by the successful Bidder and the Borough.

25. CONTRACT TERM

The contract term for supplying all products and/or materials pursuant to these Specifications shall run from January 1, 2027 to December 31, 2027; however, such term may be extended for an additional one (1) year period at the same price by mutual agreement of the parties.

26. ENTIRE CONTRACT

These specifications constitute the entire agreement between the Borough and the successful bidder. This contract may not be awarded except in writing executed by all parties. This contract and all of its terms and conditions shall be binding upon and inure to the benefit of parties hereto, their heirs, successors, assigns and personal representatives.

27. BINDING EFFECT

The Specifications which constitute the entire agreement between the parties, shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, executors, administrators, personal representatives and assigns.

28. PENNSYLVANIA LAW

The Specifications shall be interpreted in accordance with Pennsylvania law and all proceedings brought thereon shall be heard in the Blair County Court of Common Pleas, Blair County, Pennsylvania.

29. AMBIGUITIES

Any and all ambiguities found in the Specifications shall be construed in favor of the Borough.

30. NON-COLLUSION AFFIDAVIT

All bidders must submit with their bid a completed and signed Non-Collusion Affidavit on the form attached. Failure to submit the required form may be grounds to disqualify the bidder.

PROPOSAL FORM FOR

SUPPLYING VARIOUS MATERIALS

_____
Date

Borough of Tyrone
Kimberly D. Gurekovich, Borough Manager
1100 Logan Avenue
Tyrone, PA 16686

Dear Kimberly D. Gurekovich:

I/We propose to furnish the materials and/or products listed below completely in accordance with Borough Specifications for same for the following amount(s):

PRODUCT DESCRIPTION	APPROXIMATE EXTENDED *ANNUAL* QUANTITY	UNIT PRICE	TOTAL PRICE
Sewer Plant Products:			
Quick Lime Bulk (Blown-In) Size: Ground	300 tons	_____/ton	_____

Proposal security in the minimum amount of ten percent (10%) of the bid price is enclosed, together with a specification sheet listing the particulars of the products proposed and guaranties or warranties included. All Proposal Bonds must be submitted on Borough of Tyrone Proposal Bond forms.

If this proposal is accepted by the Borough, a Performance Bond on the form attached and in the amount of one hundred (100%) of the contract price will be promptly furnished to the Borough.

Bidder shall list its name and address and identify itself as an individual, partnership or corporation.

Company Name:_____

Contact Name:_____

Address: _____

_____

Telephone Number:_____ Fax Number:_____

Email Address:_____

_____ Individual _____ Partnership _____ Corporation

If partnership, list other partners and addresses. If corporation, note corporate identity, principal office, date and state of incorporation, identity of the President and Secretary.

Enter signature(s)on appropriate line(s) below:

_____
Individual

_____
President/Vice-President

_____
Partner

_____
Secretary, Asst. Secretary

_____
Partner

If Corporation, Affix Corporate Seal

Accepted by Borough of Tyrone:

By:_____ Date:_____

BOROUGH OF TYRONE - PROPOSAL BOND (FOR CONTRACTORS TO SUPPLY MATERIALS TO THE BOROUGH)

KNOW ALL MEN BY THESE PRESENTS, that we _____

_____, (Bidder) hereinafter called the PRINCIPAL, and

_____(Surety) hereinafter called the SURETY, a corporation organized and existing under the laws of the _____ of _____ are hereby held and firmly bound unto the BOROUGH OF TYRONE, hereinafter called the OBLIGEE, as hereinafter set forth in the full and just sum of _____Dollars ($ _____), lawful money of the United States of America, for the payment of which we bind ourselves, our heirs, executors, administrators, successors and assigns jointly and severally, firmly by these presents.

WITNESSETH **THAT**:

WHEREAS, the PRINCIPAL is herewith submitting to the OBLIGEE a certain PROPOSAL dated _____ , to supply certain items to the OBLIGEE, consisting of _____
_____
as set forth in Borough SPECIFICATIONS for same, which SPECIFICATIONS are incorporated into the PROPOSAL by reference.

NOW THEREFORE,

(a) If said PROPOSAL shall be rejected by the OBLIGEE, or in the alternative,

(b) If said PROPOSAL shall be accepted by the OBLIGEE, and the PRINCIPAL shall duly execute and deliver the CONTRACT in the form attached hereto and shall execute and deliver the PERFORMANCE BOND in the form attached hereto within the stipulated time;

Then this PROPOSAL BOND 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 default of the PRINCIPAL or claims hereunder shall in no event exceed the amount of this obligation as herein stated.

The SURETY , for value received, hereby stipulates and agrees that the obligations of said SURETY and this BOND shall be in no way impaired or affected by an extension of the time within which the OBLIGEE may accept such PROPOSAL and said SURETY does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the PRINCIPAL AND SURETY cause this BOND to be signed, sealed and delivered this _____ day of _____, 20_____.

INDIVIDUAL PRINCIPAL

Witness:

_____ _____(Seal)
Signature of Individual

Trading and doing business as:

_____

PARTNERSHIP PRINCIPAL

Witness:

_____ By:_____(Seal)
Partner

_____ By:_____(Seal)
Partner

CORPORATION PRINCIPAL

_____
(Name of Corporation)

Attest:

By: _____ By: _____
(Secretary/Asst. Secretary) (President/Vice President)

(Corporate Seal)

_____
(Corporate SURETY)

(Corporate Seal)

_____
(Name of Corporation)

Witness:

_____ By: _____
Attorney-in-Fact

* Attach an appropriate Power of Attorney, dated as of the same date as the Bond, evidencing the authority of the Attorney-in-Fact to act in behalf of the Corporation.

BOROUGH OF TYRONE - CERTIFICATE OF INSURANCE

NAME AND ADDRESS OF INSURED: _____

_____

_____

PROJECT OR CONTRACT: _____

TYPE OF INSURANCE	*	NAME & ADDRESS OF INURANCE COMPANY & POLICY NUMBER	POLICY EXPIRATION DATE	MINIMUM LIMITS OF LIABILITY
WORKERS COMPENSATION AND EMPLOYER'S LIABILITY				STATUTORY
COMPREHENSIVE GENERAL LIABILITY Comprehensive Form Premises - Operations Explosion & Collapse Hazard Underground Hazard Products/Completed Operations Contractual Liability Broad Form Property Damage Personal Injury Fire Legal Liability Medical & Expense				BODILY INJURY & PROPERTY DAMAGE COMBINED $1,000,000 Each Occurrence $1,000,000 Aggregate $1,000,000 Personal Injury
AUTOMOBILE LIABILITY COMPREHENSIVE FORM HIRED AUTO NON-OWNED AUTO				Bodily Injury & Property Damage Combined $1,000,000 Each Occurrence
EXCESS LIABILITY UMBRELLA FORM				Bodily Injury & Property Damage Combined $3,000,000 Each Occurrence $3,000,000 Aggregate
OTHER Independent Contractors/ Sub-Contractors (Sub-Contractors must supply own Certificate of Insurance)				

*Check All That Apply

1. The Borough of Tyrone, including all officials, employees and agents, shall be included as an Additional Insured under the Comprehensive General Liability and Excess Liability Insurance listed above.

2. Products and Completed Operations coverage will be maintained for a minimum period of _ 1 _ 2 year(s) after final payment. (check appropriate box)

3. Has each of the above listed policies been endorsed to reflect the company's obligation to notify the Borough of Tyrone in the event of cancellation or non-renewal? _ Yes _ No (check appropriate box)

4. I hereby certify that I am an authorized representative of each of the insurance companies listed above and that polices of insurance, as described above and in the amounts shown, have been issued to the above named Insured and are in force at this time. I further certify that the coverages afforded under the policies listed above will not be canceled, materially changed, or allowed to expire unless sixty (60) days written notice has been given to the Borough of Tyrone.

SIGNATURE OF AUTHORIZED REPRESENTATIVE: _____

PRINTED NAME: _____

TITLE: _____

DATE: _____

NAME AND ADDRESS OF AGENCY:

_____

_____

_____

BOROUGH OF TYRONE
INSTRUCTIONS FOR NON-COLLUSION AFFIDAVIT

1. This Non-Collusion Affidavit is material to any contract awarded pursuant to this bid. According to the Pennsylvania Antibid-Rigging Act 73 P.S. 1611 et. seq., governmental agencies may require Non-Collusion Affidavits to be submitted together with bids.

2. This Non-Collusion Affidavit must be executed by the member, officer or employee of the bidder who makes the final decision on prices and the amount quoted in the bid.

3. Bid rigging and other efforts to restrain competition, and the making of false sworn statements in connection with the submission of bids are unlawful and may be subject to criminal prosecution. The person who signs the affidavit should examine it carefully before signing and assure himself or herself that each statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the bidder with responsibilities for the preparation, approval or submission of the bid.

4. In the case of a bid submitted by a joint venture, each party to the venture must be identified in the bid documents and an Affidavit must be submitted separately on behalf of each party.

5. The term "complimentary bid" as used in the Affidavit has the meaning commonly associated with that term in the bidding process and includes the knowing submission of bids higher than the bid of another firm, any intentionally high or non-competitive bid, and any other form of bid submitted for the purpose of giving a false appearance of competition.

6. Failure to file an Affidavit in compliance with these instructions may result in disqualification of the bid.

BOROUGH OF TYRONE - NON-COLLUSION AFFIDAVIT

State of _____:

County of _____:

I state that I am _____ (title) of _____(name of firm) and that I am authorized to make this affidavit on behalf of my firm for the prices and the amounts of this bid.

I state that:

(1) The prices and amounts of this bid have been arrived at independently and without consultation, communication or agreement with any other contractor, bidder or potential bidder.

(2) Neither the prices nor the amounts of this bid, (including approximate prices/amounts) have been disclosed to any other firm or person who is a bidder or potential bidder, and they will not be disclosed before bid opening.

(3) No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a bid higher than this bid, or to submit any intentionally high or non-competitive bid or other form of complementary bid.

(4) This bid is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other non-competitive bid.

(5) Neither I, as an individual bidder/owner, nor this partnership, business, or corporation, its affiliates, subsidiaries, officers, directors and employees are currently under investigation by any governmental agency and have not in the last four years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

_____

I swear or affirm that I understand and acknowledge that the above representatives are material and important and will be relied on by the Borough of Tyrone in awarding the contract(s) for which this bid is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from the Borough of Tyrone of the true facts relating to the submission of bids for this contract.

_____ _____

Name of Company Signature & Title of Authorized Person

Sworn to and Subscribed before me this _____ day of _____, 20_____.

_____

Notary Public My Commission Expires: