

**REQUEST FOR PROPOSAL  
GHS ANNUAL SEALCOATING MAINTENANCE  
GREENVILLE AREA SCHOOL DISTRICT, GREENVILLE, PA**

**PART I: INSTRUCTION TO BIDDERS**

**1.1 BID CONDITIONS**

**Bids are due by 1:00p.m. (local time), Wednesday, May 15, 2024**

Documents Required for Submitting a Formal Bid for this project:

- Signed Bid Proposal Form
  - Signed Deviations Form
1. No bid will be recorded unless the Bid Reply Form is completed and signed by the bidder.
  2. All bids will be effective for 60 days from the date of the bid opening and no bid may be withdrawn during that period except as permitted by law.
  3. It is understood that quantities indicated in the specifications are estimates of our needs and that these quantities may be increased or decreased by the District at the time orders are placed.
  4. It is understood that the bidder agrees to deliver prepaid, F.O.B., Greenville, PA. Each item must have the shipping prices included in the unit price. The School District will not be responsible for payment of collected shipping charges nor any shipping charges not included in the bid. Deviation from this condition will not be acceptable.
  5. It is understood that the bidder agrees to furnish according to specifications all items for which a quotation is offered. Greenville Area School District will consider all items offered as “or equal” when offered at the same or at a lower price, but reserves the right to determine which is strictly “or equal” taking into consideration that which appears to best serve the purpose of the District. If a substitution is intended for any item, the bidder must clearly indicate his offering including manufacturer and product number in the body of the specifications and submit details on the attached Deviations Form.
  6. The Greenville Area School District does not obligate itself to accept the lowest or any bids, and particularly reserves the right to reject any or all bids and to waive any informalities in the bidding process.
  7. It is understood that the “unit price for additions/deductions” on the standard form of bid, shall prevail over the extended price and that the price per unit shall be the unit specifically indicated by the District. In the case of a price discrepancy, the indicated unit price, when multiplied by the number of units desired, shall be the acceptable bid price.
  8. In accordance with the Worker and Community Right to Know Act, all items containing hazardous substances and mixtures, as determined by the Department of Labor and Industry, must be labeled as such and accompanied by appropriate Material Safety data Sheets (M.S.D.S.'s). Suppliers may mail the M.S.D.S.'s at the time of shipment or as specified by the school district within Section IV: Job Specifications.

**REQUEST FOR PROPOSAL  
GHS ANNUAL SEALCOATING MAINTENANCE  
GREENVILLE AREA SCHOOL DISTRICT, GREENVILLE, PA**

9. The Greenville Area School District will not discriminate in its educational programs, activities or employment practices, based on race, color, national origin, sex, disability, age, religion, ancestry, union membership, or any other legally protected classification. Announcement of this policy is in accordance with state and federal laws, including Title IX of the Education Amendments of 1972, and Sections 503 and 504 of the Rehabilitation Act of 1973.

Employees and participants who have an inquiry or complaint of harassment or discrimination, or who need information about accommodations for persons with disabilities, should contact: Dr. Brian Tokar, Superintendent, Greenville Area School District

**1.2 BONDS**

The successful contractor will be required to furnish a Performance Bond and a Labor & Materials Bond within thirty (30) days after the official notification of award of each contract. The premium for these bonds shall be included in each Contractor's bid.

Performance and Labor and Material Payment Bonds: the contractor shall provide a performance bond and a labor and material payment bond, each in the amount of 100% of the contract price, before the award of the contract. (Sections 756 and 757 of the Public School Code of 1949, as amended, and the Public Works Contractors Bond Law of 1967).

The form of the bonds and sureties shall be acceptable to the Greenville Area School District and for the following amounts:

1. Performance Bond for the full amount (100%) of the contract insuring the faithful performance of all provisions of the contract and satisfactory completion of the specified work, within the time agreed upon and covering all guarantees against defective material and workmanship in any work under the contract for a period of two (2) years after the work has been accepted (Final Completion) by the Greenville Area School District hereafter known as the Greenville Area School District.
2. A Labor and Material Bond for the full amount (100%) of the contract will also be required for the protection of all subcontractors and material suppliers. Bonds shall bear the same date as that of the contract.

**1.3 INSURANCE**

The successful contractor shall provide certificates evidencing all major divisions of coverage and be on a comprehensive basis. Commercial General Liability shall be not less than \$1,500,000, general aggregate naming the Owner and General Contractor (if applicable) as additional named insureds.

Also, such insurance as is required to cover Workman's Compensation in States where Workman's Compensation laws are in force. Employee's liability \$100,000.00 and any municipal, state and federal insurance required by law.

The Contractor shall not commence work under the contract until he has obtained all insurances required under these specifications and all insurances have been reviewed by the Owner.

**1.4 PROJECT SCHEDULE**

Work shall be completed no earlier than **June 4th, 2024** and completed no later than **August 9th, 2024** or anytime further specified by the school district within Section IV: Job Specifications.

**REQUEST FOR PROPOSAL  
GHS ANNUAL SEALCOATING MAINTENANCE  
GREENVILLE AREA SCHOOL DISTRICT, GREENVILLE, PA**

**1.5 ENVELOPES**

Sealed envelopes containing bids should be clearly marked “**GHS Parking Lot Sealcoating SEALED BID**” and shall be sent or delivered to the following address:

Greenville Area School District  
Attn: Brandon Mirizio, Business Manager  
9 Donation Road  
Greenville, PA 16125

**1.6 BID OPENING**

All bids are due to the Greenville Area School District, Attention Brandon Mirizio, Business Manager, 9 Donation Road, Greenville, PA. 16125; **by 1:00p.m. (local time), Wednesday, May 15, 2024.** The bids will be opened and read aloud at that time.

**It is the intent of the District to award this project during the May 20, 2024 regularly scheduled school board meeting.** However, the District reserves the right to award the project on another date if it (the District) deems said date to be in their best interest.

**1.7 QUESTIONS**

Questions regarding this bid can be directed to Mr. Nick Mauceri, Building and Grounds Supervisor at (724) 718-4260.

If the Contractor feels a conflict exists between what is considered good construction practice and these specifications, he shall state in writing all objections prior to submitting his bid to the attention of Mr. Mauceri, 9 Donation Road, Greenville, PA 16125. A Greenville Area School District’s representative will then reply in writing and distribute that reply to all bidders. Oral instructions or decisions, unless confirmed by addenda, will NOT be considered valid, legal or binding.

**1.8 RESPONSIBILITY FOR MEASUREMENT AND QUANTITIES**

The Bidding contractor shall be solely responsible for the accuracy of all measurements and for estimating the material quantities required to satisfy these specifications.

**1.9 PRE-BID MEETING**

A pre-bid meeting will NOT be conducted at the site. Bidders are required to completely inspect school district facilities and equipment prior to submitting a proposal in order to determine all requirements associated with the contract. Failure to do so shall not relieve the successful bidder, if any, from the necessity, without additional cost to the School District, of performing any service or labor that may be required to carry out the intent of resulting contract. Inspection by bidders may be scheduled through Mr. Nick Mauceri, Building and Grounds Supervisor at (724) 588-2502 extension 2199 during regular business hours or as specified by the school district within Section IV: Job Specifications.

**REQUEST FOR PROPOSAL  
GHS ANNUAL SEALCOATING MAINTENANCE  
GREENVILLE AREA SCHOOL DISTRICT, GREENVILLE, PA**

**1.10 DISCREPANCIES AND ADDENDA**

Should a Bidder find any discrepancies in the drawings and specifications, or should he be in doubt as to their meaning, he shall notify the Greenville Area School District's representative at once. The Greenville Area School District's representative will then send a written addendum to all bidders concerned. Oral instructions or decisions, unless confirmed by addenda, will NOT be considered valid, legal or binding. No extras will be authorized because of the failure of the Contractor to include work called for in the addenda, in his/her bid.

**1.11 COMPETENCY OF THE BIDDER**

To enable the Greenville Area School District to evaluate the competency and financial responsibility of a contractor, the Low bidder shall, when requested by Greenville Area School District, furnish the following information that shall be sworn to under oath by him or a properly authorized representative of the Bidder.

1. The address and description of the Bidder's plant & place of business.
2. The name and/or Articles of co-partnership or incorporation.
3. Itemized list of equipment available for use on the project.
4. A certified or authenticated financial statement, dated within sixty (60) days prior to the opening of the bids. The Owner may require that any items of such statements be further verified.
5. A list of present contracts, including dollar values, percentages of completion and names of all owners involved.
6. A list of projects completed during the previous twelve (12) months, including the contract values and names of the owners involved.
7. A statement regarding any past, present or pending litigation with an Owner.
8. Such additional information as may be requested that will satisfy the Owner that the Bidder is adequately prepared in technical experience, or otherwise to fulfill the contract.
9. Sufficient documents to ensure that the Contractor is in compliance with current Fair Employment Practice requirements of the Owner.
10. Contract Bond Company information indicating that the Contractor has bonding capacity for full duration of project.

**1.12 DISQUALIFICATION OF BIDDERS**

Any one or more of the following causes may be considered sufficient for the disqualification of a bidder and the rejection of his bid or bids:

1. Evidence of collusion among the bidders.
2. Lack of responsibility as revealed by either financial, experience or equipment statements, as submitted.
3. Lack of expertise as shown by past work, and judged from the standpoint of workmanship and performance history.
4. Uncompleted work under other contracts which, in the judgment of the Greenville Area School District, might hinder or prevent the prompt completion of additional work if awarded.
5. Being in arrears on existing contracts, in litigation with an Owner, or having defaulted on a previous contract.

**REQUEST FOR PROPOSAL  
GHS ANNUAL SEALCOATING MAINTENANCE  
GREENVILLE AREA SCHOOL DISTRICT, GREENVILLE, PA**

**1.13 PAYMENT**

The contractor shall submit one invoice for materials and mobilization, after the district representative has verified in writing, that all materials and equipment are on site and conform to the requirements set forth in this project manual. This invoice shall not exceed 50% of the total value of the contract.

Additional invoices will be submitted on a monthly basis and will be considered a request for "progress payments". Progress payments will not be released until the district representative has approved and verified the amount of work completed is commiserate with the payment request.

A 10% retainage will be held until all punch list items are completed; provided, however, that the District shall be entitled to withhold up to one and one-half times such amount as is required to complete or correct any remaining, uncompleted or non-conforming work.

**1.14 PERMIT, FEES & NOTICES**

It is the responsibility of the Contractor to determine what local ordinances, if any, will affect its work. The Contractor shall check for any county, city, borough or township ordinances, rules or regulations applicable to the area in which the Project is being constructed, and in addition, for any rules or regulations of other organizations having jurisdiction, such as chambers of commerce, planning commissions, industries or utility companies. Any cost of compliance with local control shall have been included in the Contract Sum as bid, notwithstanding that such local controls may not have been identified in the Contract Documents.

It shall be the obligation of the Contractor to review the Contract Documents and to determine and to notify the Greenville Area School District of any discrepancy between the Contract Documents and any building codes and regulations of which a contractor has knowledge or should reasonably be able to determine.

**1.15 SUBCONTRACTORS**

The Contractor shall not contract with any Subcontractor or any person or organization (including those who are to furnish materials or equipment fabricated to a special design) proposed for portions of the Work who has been rejected by the Greenville Area School District. The Contractor will not be required to contract with any Subcontractor or person or organization against whom he has a reasonable objection.

If the Greenville Area School District refuses to accept any Subcontractor, or person or organization on a list submitted by the Contractor in response to the requirements of the Contract Documents, the Contractor shall submit an acceptable substitute. No increase in the Contract Sum shall be allowed for any such substitution, provided the Greenville Area School District shall have made reasonably prompt written objection of such proposed subcontractor, person, or organization to the Contractor.

The Greenville Area School District shall not be a party to a claim, dispute or other matter in question between a Contractor and Subcontractor.

**REQUEST FOR PROPOSAL  
GHS ANNUAL SEALCOATING MAINTENANCE  
GREENVILLE AREA SCHOOL DISTRICT, GREENVILLE, PA**

**PART II: GENERAL CONDITIONS**

**2.1 DESCRIPTION**

The work consists of **all layout, design, engineering, materials, labor and installation to complete the job** as specified herein.

**2.2 LOCAL RULES**

All workmen on this project must have Clearances as required under Pennsylvania Act 34 (PA Child Abuse History), Act 114 (PA State Criminal Record Check) and Act 151 (FBI Criminal Background Check), as well as, a completed PDE-6004 Arrest/Conviction Report & Certification Form, as required by Act 24. A copy of these Clearances and Certifications must be filed with the Superintendent's Office, prior to that workman performing work on the site. The cost of obtaining the "Clearance" shall be the responsibility of the bidder.

**2.3 CONDITIONS OR PAYMENT OF WAGES**

Projects where the total estimated cost is at least \$25,000.00, paid for in whole or in part out of funds of a public body, except for maintenance work or work performed under a rehabilitation program or manpower-training program, must specify "Prevailing Wages". Further information on implementation of the act, definition of maintenance work and prevailing wage rates may be requested from the Division of Prevailing Wage in the department of Labor and Industry (800- 932-0665 or 717-787-4763). When applicable, use Davis-Bacon wage rates for federally assisted projects.

Pennsylvania Prevailing Wage Rates: This regulation and the Pennsylvania prevailing minimum wage rates, (Act 422 of 1961, P.L. 987, amended by Act 342 of 1963, P.L. 653) as determined by the secretary of Labor and Industry, which shall be paid for each craft or classification of all workers needed to perform the contract during the anticipated term therefore in the locality in which public work is performed, are made part of this specification.

The District has designated the scope of work for the project as maintenance work per guidance on the Department of Labor & Industry designation of PennDOT treatments.

**2.4 PROHIBITION ON CASH ALLOWANCES**

No cash allowances for any purposes are included in the specifications of this project.

**2.5 CONCURRENT OPERATIONS**

Because other activities of the Greenville Area School District will be proceeding at the same time as the work covered by these specifications, the Contractor shall cooperate with the Greenville Area School District's Representative to ensure that all contract work progresses in a manner which does not conflict with other activities.

**2.6 COMPETENT WORKMAN**

No workman shall be regarded as competent first class, within the meaning of this Act, except those who are duly skilled in their respective branches of labor, and who shall be paid not less than such rates of wages and for such hours work as shall be established and current rates of wages paid for such hours by employers or organized labor in doing of similar work in the district where work is being done.

**REQUEST FOR PROPOSAL  
GHS ANNUAL SEALCOATING MAINTENANCE  
GREENVILLE AREA SCHOOL DISTRICT, GREENVILLE, PA**

**2.7 CLEAN-UP**

Contractor shall be responsible for maintaining all work areas in a neat and orderly manner. Immediately upon completion, all clean up shall be performed to the satisfaction of the Greenville Area School District's Representative. The contractor shall be responsible for any further repair items as specified by the school district within Section IV: Job Specifications.

**2.8 SAFETY**

The contractor shall comply with all applicable provisions of the Occupational Safety and Health Act throughout the duration of the specified work. The contractor shall also abide by the guidelines as stipulated in General Conditions of this specification.

**2.9 CHANGES IN WORK**

All proposals for additions, deductions, alterations or changes from the specified work shall be submitted to and approved by the Greenville Area School District in writing.

**2.10 COMPLIANCE WITH STEEL PRODUCTS PROCUREMENT ACT**

Provision for The Use of Steel and Steel Products Made In the U.S. in accordance with Act 3 of the 1978 General Assembly of the Commonwealth of Pennsylvania, if any steel or steel products are to be used or supplied in the performance of the contract, only those products produced in the United States as defined therein shall be used or supplied in the performance of the contract or any subcontracts thereunder.

In accordance with Act 161 of 1982, cast iron products shall also be included and produced in the United States. Act 141 of 1984 further defines "steel products" to include machinery and equipment. The act also provides clarifications and penalties.

**2.11 HUMAN RELATIONS ACT**

The provision of the Pennsylvania Human Relations Act, Act 222 of October 27, 1955 (P.L. 744) (43 P.S. Section 951, Et. Seq.) of the Commonwealth of Pennsylvania prohibit discrimination because of race, color, religious creed, ancestry, age, sex, national origin, handicap or disability, by employers, employment agencies, labor organizations, contractors and others. The Contractor shall agree to comply with the provisions of this Act as amended that is made part of this specification. Your attention is directed to the language of the Commonwealth's nondiscrimination clause in 16 PA. code 49.101.

**2.12 DISCRIMINATION PROHIBITED**

According to 62, Pa. C.S.A. § 3701, the contractor agrees that:

1. In hiring of employees for performance of work under the contract, or any subcontract, no contractor, subcontractor or any person acting on behalf of the contractor or subcontractor shall by reason of gender, race, creed or color discriminate against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.
2. That no contractor, sub-contractor, or any person on their behalf shall in any manner discriminate against or intimidate any employee hired for the performance of work under the contract on account of gender, race, creed or color.

**REQUEST FOR PROPOSAL  
GHS ANNUAL SEALCOATING MAINTENANCE  
GREENVILLE AREA SCHOOL DISTRICT, GREENVILLE, PA**

3. This contract may be canceled or terminated by the government agency, and all money due or to become due under the contract may be forfeited for a violation of the term or conditions of that portion of the contract.

**2.13 SUBSTITUTION OF MATERIALS**

Standard of Quality: The various materials and products specified in the specification by name or description are given to establish a standard of quality and of cost for bid purposes. It is not the intent to limit the bidder, the bid or the evaluation of the bid to any one material or product specified, but rather to describe the minimum standard. When proprietary names are used, they shall be followed by the words "or alternatives of the quality necessary to meet the specifications". A bid containing an alternative that does not meet the specifications may be declared non-responsive. A bid containing an alternative may be accepted but if an award is made to that bidder the bidder will be required to replace any alternatives that do not meet the specifications.

**PART III: CONTRACTOR REPRESENTATIONS**

**3.1 BY SUBMISSION OF ITS PROPOSAL, THE CONTRACTOR ACKNOWLEDGES THAT:**

1. Written notification of approval and acceptance of the Contractor's Bid Proposal by the Greenville Area School District's Board of Directors along with all terms and conditions described in the Instructions to Bidders, General Conditions and Contractor Representations of the Bidding Documents shall constitute the "Contract Documents".
2. The Contractor acknowledges that failure to enforce any of the provisions in the Bidding Documents by the School District shall not constitute a waiver of such right to enforce.
3. The Contractor has visited the site, become familiar with all existing site conditions, site access, physical characteristics of the site and other relevant local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents. Contractor acknowledges and agrees that it has thoroughly reviewed and inspected the Contract Documents, that it has had the opportunity to seek, and has sought, clarification or explanation of any perceived ambiguity, discrepancy, error or omission in the Contract Documents.
4. The Contract Documents are adequate and sufficient to provide for the completion of the Work, and include all Work, whether or not shown or described, which reasonably may be inferred to be required or useful for the completion of the Work in accordance with all applicable laws, codes and professional standards.
5. The Contractor has taken field measurements and verified field conditions and has carefully compared such field measurements and conditions and other information known to the Contractor with the Contract Documents. No extra compensation will be allowed due to any dimensions or field conditions that the Contractor reasonably could have ascertained by such a field inspection.
6. It shall be the obligation of the Contractor to notify the Greenville Area School District of any discrepancy between the Contract Documents and applicable building codes and regulations of which the Contractor has knowledge or should be reasonably able to determine. The Contractor shall not violate any requirements of applicable laws, codes and ordinances, or of any recorded covenants of which the Contractor has knowledge. If the Contractor observes that portions of



**REQUEST FOR PROPOSAL  
GHS ANNUAL SEALCOATING MAINTENANCE  
GREENVILLE AREA SCHOOL DISTRICT, GREENVILLE, PA**

the Contract Documents are at variance with applicable laws, statutes, ordinances, building codes, rules or regulations, the Contractor promptly shall notify the Greenville Area School District in writing, and necessary changes shall be accomplished by appropriate modification.

7. The Contractor at all times shall observe, comply with, and post as required all Federal, State, and local laws, ordinances, and regulations in any manner affecting the conduct of the work or applying to employees on the project, as well as all orders or decrees which have been or may be promulgated or enacted by any legal bodies or tribunals having authority or jurisdiction over the work, materials, employees, or Contract. The Contractor shall defend, hold harmless and indemnify the Greenville Area School District and its representatives against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether by the Contractor or its employees.
8. The Contractor shall secure and pay for the building permit and any and all other governmental permits, licenses or fees necessary for the complete performance of the Work, unless otherwise specifically stated in the Contract Documents.
9. The Contractor shall pay all wage and occupation taxes as required by the local municipality at the Project Site. No charges will be permitted for Federal, State, or municipal sales or excise taxes; as the Greenville Area School District is exempt from such taxes.
10. Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.
11. The Contractor shall promptly correct Work rejected by the Greenville Area School District or failing to conform to the requirements of the Contract Documents, whether observed before or after completion and whether or not fabricated, installed or completed. The Contractor shall bear costs of correcting such rejected Work, including additional testing and inspection services and expenses made necessary thereby.
12. If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within twenty-four hours after receipt of written notice from the Greenville Area School District to commence and continue correction of such default or neglect with diligence and promptness, the Greenville Area School District may, without prejudice to other remedies the Greenville Area School District may have, commence and continue to carry out or correct deficiencies in the Work. In such case, the Contract Sum shall be adjusted for all costs incurred by the Greenville Area School District in the correction of such deficiencies. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Greenville Area School District. The right of the Greenville Area School District to correct the Work shall not give rise to any duty on the part of the Greenville Area School District to exercise this right for the benefit of the Contractor or any other person or entity.
13. The Contractor shall be responsible to the Greenville Area School District for acts and omissions of the Contractor's employees and other persons performing portions of the Work under a contract with the Contractor.

**REQUEST FOR PROPOSAL**  
**GHS ANNUAL SEALCOATING MAINTENANCE**  
**GREENVILLE AREA SCHOOL DISTRICT, GREENVILLE, PA**

14. The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.
15. The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove from and about the Project waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials.
16. If the Contractor fails to clean up on a daily basis, the Greenville Area School District may do so provided twenty-four (24) hours written notice has been given to the Contractor's representative by the Greenville Area School District of the cleanup to be undertaken by the Greenville Area School District. The cost of such cleanup shall be charged to the Contractor.
17. To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the Greenville Area School District, and its officers, directors, employees and agents, from and against claims, damages, losses and expenses, including but not limited to, attorneys' fees and defense costs, arising out of or resulting from performance of the Work, to the extent caused in whole or in part by the acts or omissions of the Contractor, anyone directly or indirectly employed by Contractor or anyone for whose acts of omissions Contractor may be liable. Compliance with insurance requirements shall not relieve the Contractor of any responsibility to indemnify the Greenville Area School District for any liability. Indemnity obligations shall not be reduced or negated by virtue of any insurance carrier's denial of insurance coverage for the occurrence or event that is the subject matter of the claim or refusal to defend the Greenville Area School District as an additional insured.
18. Time limits stated in the Contract Documents are of the essence of the Contract. By bidding and executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.
19. The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time. The Contractor agrees to increase manpower, increase work hours and to increase equipment necessary to maintain the projected progress schedule.
20. The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract, including special safety precautions and programs for the protection of staff, students, visitors and others who use the premises.
21. The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to:
  - a. employees on the work, the public, the Greenville Area School District and its officers, directors, employees, students and visitors, and other persons who may be affected thereby;
  - b. the work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor; and
  - c. other property at the site or adjacent thereto, such walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction

**REQUEST FOR PROPOSAL  
GHS ANNUAL SEALCOATING MAINTENANCE  
GREENVILLE AREA SCHOOL DISTRICT, GREENVILLE, PA**

22. The Contractor and Greenville Area School District mutually agree that the Contract Documents are not to be presumptively construed or applied in favor of or against either party hereto.
23. The Greenville Area School District and Contractor respectively bind them, their partners, successors, assigns and legal representatives to the other party hereto and to partners, successors, assigns and legal representatives of such other party in respect to covenants, agreements and obligations contained in the Contract Documents. Neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.
24. Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.
25. No action or failure to act by the Greenville Area School District shall constitute a waiver of a right or duty afforded it under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.
26. Neither the Contractor nor anyone furnishing labor or materials to the Contractor in connection with the Work shall have the right to file or otherwise assert any mechanic's or materialman's lien or other lien against the Work or the premises upon which the Work is to be located or against any other property of the Greenville Area School District. The Contractor agrees to indemnify and hold harmless the Greenville Area School District from all costs, attorneys' fees and other damages arising from any lien filed by anyone claiming by, on behalf of or through the Contractor and, upon notification from Greenville Area School District of the filing of a lien, Contractor shall promptly take all necessary action to discharge or remove such lien.
27. The Contract sum is just and reasonable compensation for all Work, including all risk, hazards and difficulties in connection therewith.
28. The Contract time is adequate for the performance of the Work.

**PART IV: SCOPE OF WORK**

- 4.1** Attached hereto as **EXHIBIT A "Scope of Work Specification"** and **EXHIBIT B "Site Plan Photos"**.

## BID PROPOSAL FORM

This proposal is submitted in response to your invitation to bid in which proposals were requested to be submitted for the project identified as: GHS Annual Sealcoating Maintenance

Any deviation from specifications shall be disclosed on deviation form provided.

The bidder understands that they will be responsible for any errors made in their bid and they may not withdraw the bid because of mistakes or errors.

Having carefully examined the Contract Documents together with all Addenda thereto, and being familiar with the various conditions, the undersigned herein agrees to furnish in accordance with the Contract Documents for the following:

**1. Scope of Work** – Mobilization, Sitework and Project Management:

a. **For the Bid of (TOTAL COST):** \_\_\_\_\_

**2. Unit Cost** – Subtractions or Additions to the Scope of Work as be determined by the Owner and Contractor at time of installation as to whether items are required.

a. **For the Bid of (TOTAL COST):** \_\_\_\_\_

**Deviation?** \_\_\_\_\_ **Yes** \_\_\_\_\_ **No** **Number of Deviation Forms attached** \_\_\_\_\_

In submitting this proposal, it is understood that the unrestricted right is reserved by the District to reject any and all proposals, or to waive any informalities or technicalities in said proposal, and it is agreed that this proposal may not be withdrawn for a period of 60 days from the opening thereof.

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity or group of individuals. In witness whereof, the undersigned has caused this proposal to be executed this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

Bidder's Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Email Address: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Typed Name: \_\_\_\_\_ Title: \_\_\_\_\_

**DEVIATIONS FORM**

Form # \_\_\_\_\_

In the event that the undersigned Bidder intends to deviate from the specifications by utilizing any materials, items, treatments, finishes, warranties, etc., contrary to those listed as standard in the specifications and information herein, please provide the District with complete and detailed information.

If no deviations are submitted, the bidder assures the buyer, The Greenville Area School District, of full compliance with the specifications and conditions.

Date \_\_\_\_\_

Company \_\_\_\_\_

Signed \_\_\_\_\_

Title \_\_\_\_\_

**EXHIBIT A**  
**SCOPE OF WORK SPECIFICATION**  
**“Annual Sealcoating Maintenance”**

The Greenville Area School District is seeking proposals to conduct annual sealcoating maintenance at Greenville High School located at 9 Donation Road, Greenville, PA 16125 and at the Snyder-Stone Stadium located at 19 Donation Road, Greenville, PA 16125.

## **2023-2024 Parking lot seal coating specifications**

### ***Areas to be coated or repaired.***

1. Student parking lot located behind the high school. Approximately 90,500 sq. ft. From the west curb extended across entryway forming a rectangle.
2. Lower entrance up to student parking lot, busing area in front of the high school, the fire lane back to bicycle rack and the lower exit of the high school. Approximately 42,000 sq. ft.
3. District Office entry way and parking lot. Approximately 40,250 sq. ft.
4. Walkway in front of the home side bleachers at football field. Approximately 4850 sf.
5. 250 sq. ft. miscellaneous lot repairs. See #6 under Work to be performed. See #1 Unit Cost below.

### ***Work to be performed-***

1. Prior to seal coating, vegetation will be removed and all areas will be air blown of debris.
2. New cracks or cracks exceeding ¼” shall be filled with Penn Dot Approved crack filler.
3. Lot areas will be sealed with coal tar asphalt blend sealer. Brush application.
4. Parking lines are to be re-painted as they currently exist. Also, handicap logos and fire lane designations that are currently designated, shall be repainted (yellow).
5. Football field lines that exist in the Student parking lot for Band use will be repainted (white). Verify existing marking measurements and adjust as needed before repainting.
6. Lot repairs will be milled at 1.5” wearing, material placed, compacted and edges sealed.

### ***Unit Cost to be Provided-***

For areas needing patched, a unit cost of wearing course blacktop shall be included in the bid for each additional ton. Display the cost for total blacktop patch separate from the base bid. Patching needs will be determined and agreed upon by the contractor and GASD at the time of project commencement.

### ***Work start/completion dates-***

Work may not start until June 4th, 2024. The High School student parking lot area must be completed prior to July 22<sup>th</sup>, 2024. The remainder of the job can be completed as late as August 9<sup>th</sup>, 2024. The bid winner should expect to work around normal business week traffic during the above timeframe. An orderly closure of areas, coordinated with the Buildings and Grounds Supervisor, will be permitted.

**EXHIBIT A**  
**SCOPE OF WORK SPECIFICATION**  
**“Annual Sealcoating Maintenance”**

***OTHER CONDITIONS/ITEMS -***

1. Final payment will be issued upon satisfactory completion of work, site cleanup and removal of equipment.
2. Bids shall include all materials and labor to complete the job as specified.
3. Measurements listed above are by the GASD for description purposes. Contractors are responsible for actual measurements.
4. Site visit is at the discretion of the contractor. There will be no pre-bid meeting. All visitors on site during school hours must register at the High School office.
5. Questions or inquires may be made to the Buildings and Grounds Supervisor. Contact Nick Mauceri at (724)718-4260 cell or [nmauceri@greenville.k12.pa.us](mailto:nmauceri@greenville.k12.pa.us)
6. The successful bidder must have proof of Insurance and Workmen’s Compensation on file at the Business Managers office.
7. The final decision to award any or all work is at the discretion of the Greenville Area School District Board of Directors.
8. The bidder is expected to determine and designate all square footage requirements.
9. The School will provide water and electrical power to complete the project.
10. The bidder will provide portable restroom equipment and services, if necessary.
11. The bidder shall provide its own waste removal depository and maintain site cleanliness daily.
12. The bidder shall act accordingly during concurrent operations. Notably, roofing and sealcoating projects.
13. The bidder shall be responsible for their work area, equipment and project materials’ security.

**EXHIBIT B**  
**SITE PLAN PHOTOS**  
**"Parking lot sealcoating"**

