



PROPOSAL AND CONTRACT FOR EQUIPMENT AND/OR MATERIALS ONLY *

INSTRUCTIONS ON PAGE 3

(THIS PROPOSAL INCLUDES INSTRUCTIONS TO BIDDERS)

A. DEPOSIT OF PROPOSALS. CONTRACT #1 ROAD AGGREGATES (Spring 2017)

- 1. All envelopes containing Bid proposals shall be clearly marked "Bid Proposal for letting of April 12, 2017 ." DATE

MUNICIPALITY (NAME & TYPE)

Sealed Proposals will be received on or before 11:45 AM , on the above Letting Date. TIME

SECRETARY

Bids will be opened and read at approximately 12:00 PM , on the above Letting Date. TIME

ADDRESS

PROPOSALS MUST BE MAILED OR OTHERWISE DELIVERED TO THE ABOVE ADDRESS.

- 2. Supplier agrees to furnish and deliver those items for which prices have been indicated on the Schedule of Prices (Attachment 1) in accordance with the current PennDOT Specifications (Pub. 408), except bidders need not be prequalified by PennDOT (Sec. 102.01). It is understood that: (1) Bituminous materials will be purchased weight or converted gallons at 60 F. (2) Supplier must furnish Form CS-4171, CERTIFICATE OF COMPLIANCE and/ or TR-465 DAILY BITUMINOUS MIX CERTIFICATION. (3) The Municipality reserves the right to make an award on the basis of quotations received for any item or on the basis of the aggregate total for all like items on which quotations are received.

- 3. Contract shall expire March 31, 2018 (DATE)

B. CONTRACTOR'S CERTIFICATION

Proposal of MCCLYMONDS SUPPLY & TRANSIT CO, INC (NAME OF CONTRACTOR)
PO Box 296 CORRIE ROAD PORTERSVILLE PA 16801 724 368-8040 (ADDRESS) (PHONE NUMBER)

- 1. It is hereby certified as follows:
 - a. The only person (s) having an interest in this proposal is (are) [include owners of leased equipment]: MARK W. MCCLYMONDS
 - b. None of the above persons are employees of the municipality.
 - c. This proposal is made without collusion with any other person, firm or corporation.
 - d. All specifications referred to above have been examined by the suppliers. The supplier understands that the quantities indicated herein are approximate and are subject to change as may be required; and that all work is payable on the basis of the unit prices listed on the Schedule of Prices (Attachment 1).
- 2. Accompanying this proposal is a certified check or bid bond in the amount of \$ 1,000.00 made payable to the Beaver County Regional Councils of Governments, as a proposal guarantee which, it is understood, will be forfeited in case the supplier fails to comply with the requirements of the proposal.
- 3. Name(s) of source(s) of supply of bituminous materials.

* For Contract Projects, use MS-944.

- 4. The supplier will comply with all requirements of the laws and implementing regulations of the Commonwealth of Pennsylvania and of the United States relating to human relations, equal opportunity and non-discrimination in employment, and will pay to workmen employed in the performance of the contract the wages to which they may be entitled and, when required by law, not less than the applicable prevailing wage.
- 5. The supplier will provide the Beaver County Regional Councils of Governments with a performance bond, conditioned upon the faithful performance of the contract.

WITNESS OR ATTESTED BY:

James R. Bailey
 TITLE: SALES

McClymonds Supply & Transit Co. Inc
 SUPPLIER

BY: Robert W. McClymonds
 TITLE: PRESIDENT

TO BE EXECUTED ONLY IN THE EVENT THE ABOVE PROPOSAL IS ACCEPTED

ACCEPTED ON:

ATTESTED BY:

TITLE: _____

(SEAL)

TOTAL AMOUNT OF CONTRACT:

\$ _____

ITEMS INCLUDED IN CONTRACT:

DATE _____

MUNICIPALITY _____

BY: _____

TITLE: _____

TITLE: _____

TITLE: _____

SCHEDULE OF PRICES FOR EQUIPMENT AND / OR MATERIALS

Our stockpile is located at: _____

PROPOSAL AND CONTRACT INSTRUCTIONS

1. The proposal must be typewritten or printed.
2. If more than one proposal on any project is submitted by any individual, firm or partnership, corporation or association under the same or different names, only one lowest proposal will be considered.
3. Bid bonds may be waived by municipality by crossing it out on Proposal Form 963.
4. Part A of page 1 is to be completed by the municipality. Part B of page 1 is to be completed by the supplier. Schedule of Prices - under equipment section the municipality must complete description, delivery date, delivery site, and check appropriate block (s) for outright purchase or rental with purchase option. Under material section all like materials must be listed together and space provided for a total of all like materials. **EXAMPLE:** All classes of concrete, all sizes of concrete pipe, all sizes corrugated metal pipe, all asphalt materials, etc. Columns 1, 2, 3, 4, and 5 (be sure to include delivery date) must be filled in by the municipality to insure equitable bidding. All of Columns 6, A, 7, B, 8, and C must be filled in by the supplier, unless otherwise indicated. (Unit Price delivered as directed does not apply to bituminous pavements. Use form MS-944.) If more space is needed, add note at the bottom of the page: " Continued on Attachment 1 - A" and add additional sheet designated as Attachment 1 - A, 1-b, etc. Repeat note for each additional sheet required. Municipality may eliminate one or two pairs of Columns 6 through C, if no bids are desired under one or two of the options.
5. Performance bonds are provided only by the successful bidder. Bond must be in 50% of contract amount.
6. Where Materials for a Wearing Surface Treatment are part of the contract Average Daily Traffic (ADT) Count must be included in the description.
7. Contractor awarded the bid shall receive an approved copy of the contract.
8. Form MS-963 is not to be used for purchasing bituminous or other pavements in place. **IF ALTERNATE BIDS MUST BE SECURED, BOTH MS-963 AND MS-944 MUST BE USED.**
9. This form is **PRIMARILY** for use when work is performed by Local Forces.
10. An **ESCALATOR CLAUSE** is optional; however, it must be included in the proposal prepared by the Municipality. An escalator clause **MAY NOT** be inserted by the contractor.

BIDDER NAME: **MCCLYMONDS SUPPLY & TRANSPORT**

1 ITEM NO.	2 APPROX. QUANTITY	3 UNIT	4** DESCRIPTION	5 REMARKS AND /OR DELIVERY DATES	6 UNIT PRICE FOB PLANT	A TOTAL (2 x 6)	7 UNIT PRICE DELIVERED AT JOB SITE	B TOTAL (2 x 7)	8*** UNIT PRICE DELIVERED AS DIRECTED	C TOTAL (2 x 8)
STONE (LIMESTONE)										
13a.	300	TON	No. 9/No. 10 (Formerly 1A)	DEL - Upper BV Area	XXXXXXXXXX	XXXXXXXXXX	18.70	5610.00	XXXXXXXXXX	XXXXXXXXXX
13b.	0	TON	No. 9/No. 10 (Formerly 1A)	DEL - Southern BV	XXXXXXXXXX	XXXXXXXXXX	-	-	XXXXXXXXXX	XXXXXXXXXX
13c.	30	TON	No. 9/No. 10 (Formerly 1A)	DEL - Beaver V. Area	XXXXXXXXXX	XXXXXXXXXX	20.86	6258.00	XXXXXXXXXX	XXXXXXXXXX
14a.	3740	TON	No. 2A (Formerly 2A)	DEL - Upper BV Area	XXXXXXXXXX	XXXXXXXXXX	16.95	63393.00	XXXXXXXXXX	XXXXXXXXXX
14b.	3250	TON	No. 2A (Formerly 2A)	DEL - Southern BV	XXXXXXXXXX	XXXXXXXXXX	18.81	61132.50	XXXXXXXXXX	XXXXXXXXXX
14c.	2680	TON	No. 2A (Formerly 2A)	DEL - Beaver V. Area	XXXXXXXXXX	XXXXXXXXXX	19.11	51214.80	XXXXXXXXXX	XXXXXXXXXX
15a.	6405	TON	No. 8 (Formerly 1B)	DEL - Upper BV Area	XXXXXXXXXX	XXXXXXXXXX	18.70	119688.00	XXXXXXXXXX	XXXXXXXXXX
15b.	8350	TON	No. 8 (Formerly 1B)	DEL - Southern BV	XXXXXXXXXX	XXXXXXXXXX	20.56	171676.00	XXXXXXXXXX	XXXXXXXXXX
15c.	3520	TON	No. 8 (Formerly 1B)	DEL - Beaver V. Area	XXXXXXXXXX	XXXXXXXXXX	20.96	73427.00	XXXXXXXXXX	XXXXXXXXXX
16a.	310	TON	No. 67 (Formerly 2)	DEL - Upper BV Area	XXXXXXXXXX	XXXXXXXXXX	18.70	5610.00	XXXXXXXXXX	XXXXXXXXXX
16b.	4000	TON	No. 67 (Formerly 2)	DEL - Southern BV	XXXXXXXXXX	XXXXXXXXXX	20.56	90464.00	XXXXXXXXXX	XXXXXXXXXX
16c.	1000	TON	No. 67 (Formerly 2)	DEL - Beaver V. Area	XXXXXXXXXX	XXXXXXXXXX	20.86	20860.00	XXXXXXXXXX	XXXXXXXXXX
17a.	3800	TON	No. 57 (Formerly 2B)	DEL - Upper BV Area	XXXXXXXXXX	XXXXXXXXXX	18.70	71060.00	XXXXXXXXXX	XXXXXXXXXX
17b.	5950	TON	No. 57 (Formerly 2B)	DEL - Southern BV	XXXXXXXXXX	XXXXXXXXXX	20.56	122332.00	XXXXXXXXXX	XXXXXXXXXX
17c.	147	TON	No. 57 (Formerly 2B)	DEL - Beaver V. Area	XXXXXXXXXX	XXXXXXXXXX	20.86	980.42	XXXXXXXXXX	XXXXXXXXXX
18a.	500	TON	No. 1 (Formerly 4)	DEL - Upper BV Area	XXXXXXXXXX	XXXXXXXXXX	18.70	9382.00	XXXXXXXXXX	XXXXXXXXXX
18b.	0	TON	No. 1 (Formerly 4)	DEL - Southern BV	XXXXXXXXXX	XXXXXXXXXX	-	-	XXXXXXXXXX	XXXXXXXXXX
18c.	244	TON	No. 1 (Formerly 4)	DEL - Beaver V. Area	XXXXXXXXXX	XXXXXXXXXX	20.86	5089.84	XXXXXXXXXX	XXXXXXXXXX
19a.	600	TON	No. 3 (Formerly 3)	DEL - Upper BV Area	XXXXXXXXXX	XXXXXXXXXX	18.70	1870.00	XXXXXXXXXX	XXXXXXXXXX
19b.	200	TON	No. 3 (Formerly 3)	DEL - Southern BV	XXXXXXXXXX	XXXXXXXXXX	20.56	4112.00	XXXXXXXXXX	XXXXXXXXXX
19c.	710	TON	No. 3 (Formerly 3)	DEL - Beaver V. Area	XXXXXXXXXX	XXXXXXXXXX	20.86	14810.60	XXXXXXXXXX	XXXXXXXXXX
20a.	305	TON	No. R-4 (Rip-Rap)	DEL - Upper BV Area	XXXXXXXXXX	XXXXXXXXXX	18.26	5478.00	XXXXXXXXXX	XXXXXXXXXX
20b.	50	TON	No. R-4 (Rip-Rap)	DEL - Southern BV	XXXXXXXXXX	XXXXXXXXXX	21.10	1055.00	XXXXXXXXXX	XXXXXXXXXX
20c.	125	TON	No. R-4 (Rip-Rap)	DEL - Beaver V. Area	XXXXXXXXXX	XXXXXXXXXX	19.26	2407.50	XXXXXXXXXX	XXXXXXXXXX
21a.	205	TON	No. R-5 (Rip-Rap)	DEL - Upper BV Area	XXXXXXXXXX	XXXXXXXXXX	27.51	5602.00	XXXXXXXXXX	XXXXXXXXXX
21b.	0	TON	No. R-5 (Rip-Rap)	DEL - Southern BV	XXXXXXXXXX	XXXXXXXXXX	-	-	XXXXXXXXXX	XXXXXXXXXX
21c.	125	TON	No. R-5 (Rip-Rap)	DEL - Beaver V. Area	XXXXXXXXXX	XXXXXXXXXX	28.51	3569.75	XXXXXXXXXX	XXXXXXXXXX
22a.	50	TON	No. R-6 (Rip-Rap)	DEL - Upper BV Area	XXXXXXXXXX	XXXXXXXXXX	29.51	1425.50	XXXXXXXXXX	XXXXXXXXXX
22b.	0	TON	No. R-6 (Rip-Rap)	DEL - Southern BV	XXXXXXXXXX	XXXXXXXXXX	-	-	XXXXXXXXXX	XXXXXXXXXX
22c.	25	TON	No. R-6 (Rip-Rap)	DEL - Beaver V. Area	XXXXXXXXXX	XXXXXXXXXX	29.51	737.16	XXXXXXXXXX	XXXXXXXXXX
SAND										
23a.	3		Natural	DEL - Upper BV Area	XXXXXXXXXX	XXXXXXXXXX	-	-	XXXXXXXXXX	XXXXXXXXXX
23b.	0		Natural	DEL - Southern BV	XXXXXXXXXX	XXXXXXXXXX	-	-	XXXXXXXXXX	XXXXXXXXXX
23c.	30		Natural	DEL - Beaver V. Area	XXXXXXXXXX	XXXXXXXXXX	15.53	466.78	XXXXXXXXXX	XXXXXXXXXX

All items must meet PennDOT Specifications Form 408, Latest Edition

** Includes Class - Size - Diameter

***For Bituminous or other Pavements in Place, Use Form 944

ALL COLUMNS MUST BE COMPLETED UNLESS OTHERWISE INDICATED.

USE OF CUTBACK ASPHALT IS PROHIBITED BETWEEN MAY 1 st AND OCTOBER 31 st EXCEPT AS NOTED IN BULLETIN NO. 25.

**PERFORMANCE BOND
(With Corporate Surety)**

Attachment # 2

KNOW ALL MEN BY THESE PRESENTS, That we, _____

as Principal and _____

a corporation incorporated under the laws of the State of _____

as Surety, are held and firmly bound unto _____

in the full and just sum of _____

(\$ _____) dollars lawful money of the United States of America, to be paid to the above

Municipality or its assigns, to which payment well and truly to be made, we bind ourselves, our heirs, executors administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the above bounden Principal has entered into a contract with the above Municipality, bearing even date herewith, for the undertaking of certain obligations as therein set forth,

NOW, THEREFORE, the condition of this obligation is such that if the above bounden Principal, as Contractor, shall in all respects comply with and faithfully perform the terms and conditions of said contract, including the Specifications and conditions referred to and made a part thereof, and such alterations as may be made in said Specifications as therein set forth, then this Obligation shall be void, but otherwise the same shall be and remain in full force, virtue and effect.

It is further provided that any alteration which may be made in the terms of the contract or its specifications with the express approval to the Municipality or the Principal to the other, shall not in any way release the Principal and the Surety or either or any of them, their heirs, executors, administrators, successors or assigns from their liability hereunder, notice to the Surety of any such alteration or forbearance being hereby waived.

IN WITNESS WHEREOF, the said Principal and Surety have duly executed this Bond under Seal, pursuant to due and legal action authorizing the same to be done on _____

(DATE OF BOND)



Attest / Witness

CONTRACTOR

TITLE

BY

TITLE:



Attest / Witness

SURETY COMPANY

TITLE

TITLE:

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

McClymonds Supply & Transit Co. Inc.
296 Curry Road
PO Box 296
Portersville, PA 16051

SURETY:

(Name, legal status and principal place of business)

Western Surety Company
One PPG Place, 29th Floor, Suite 2920
Pittsburgh, PA 15222

Mailing Address for Notices

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

OWNER:

(Name, legal status and address)

Beaver County Council of Governments
PO Box 51
Monaca, PA 15061

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: \$ One Thousand Dollars (\$1,000.00)

PROJECT:

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

Furnish road aggregates: Limestone: No. 9/No.10, No. 2A, No. 8, No. 67, No. 57, No. 1, No. 3, No. 4-R (rip-rap), No. R-5 (rip-rap), No. R-6 (rip-rap), sand for 3 municipalities: Upper BV Area, Southern BV, Beaver V Area / Spring 2017 Contract #1

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 12th day of April, 2017



(Witness)

McClymonds Supply & Transit Co. Inc.

(Principal) (Seal)

By: 


(Title)

Western Surety Company

(Surety) (Seal)



(Witness)

By: 

(Title) Attorney-in-Fact
Mary Anne Brennan

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Mary Anne Brennan, Richard C Atkinson, James F Cuff Jr, Allen T Miller Jr, Individually

of Wormleysburg, PA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 15th day of June, 2015.



WESTERN SURETY COMPANY

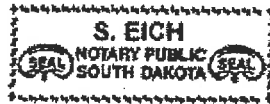
Paul T. Brufat

Paul T. Brufat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 15th day of June, 2015, before me personally came Paul T. Brufat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
February 12, 2021



S. Eich

S. Eich, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 12th day of April, 2017.



WESTERN SURETY COMPANY

L. Nelson

L. Nelson, Assistant Secretary

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.