



PROPOSAL AND CONTRACT FOR EQUIPMENT AND/OR MATERIALS ONLY \*

INSTRUCTIONS ON PAGE 3

(THIS PROPOSAL INCLUDES INSTRUCTIONS TO BIDDERS)

A. DEPOSIT OF PROPOSALS. CONTRACT #2 LIQUID ASPHALTS (Spring 2017)

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

Beaver County Regional COG MUNICIPALITY (NAME & TYPE)

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

SECRETARY

Monaca Municipal Building, 928 Pennsylvania Ave. Monaca, PA 15061 ADDRESS

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

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

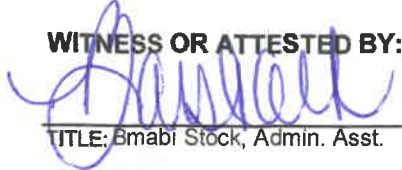
Proposal of Russell Standard Corporation (NAME OF CONTRACTOR) PO Box 802 Mars, PA 16046 (ADDRESS) (PHONE NUMBER)


- 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]: Russell Standard Corporation
  - 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.

Russell Standard Corporation

\* 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:**  
  
 \_\_\_\_\_  
 TITLE: Emabi Stock, Admin. Asst.

Russell Standard Corporation  
 SUPPLIER  
 BY:   
 \_\_\_\_\_  
 TITLE: Mike Rowe, Area Manager

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

**ACCEPTED ON:**

**ATTESTED BY:**

\_\_\_\_\_  
 DATE

\_\_\_\_\_  
 TITLE:

\_\_\_\_\_  
 MUNICIPALITY

BY: \_\_\_\_\_  
 TITLE:

(SEAL)

\_\_\_\_\_  
 TITLE:

TOTAL AMOUNT OF CONTRACT:

\_\_\_\_\_  
 TITLE:

\$ \_\_\_\_\_

ITEMS INCLUDED IN CONTRACT:

## SCHEDULE OF PRICES FOR EQUIPMENT AND / OR MATERIALS

Our stockpile is located at: \_\_\_\_\_

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### PROPOSAL AND CONTRACT INSTRUCTONS

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.

**SCHEDULE OF PRICES - MATERIALS**  
**Contract #2 LIQUID ASPHALTS (Spring 2017)**

**BIDDER NAME:** Russell Standard Corporation

1	2	3*	4**	5	6	A	7	B	8***	C
ITEM NO.	APPROX. QUANTITY	UNIT	DESCRIPTION	REMARKS AND / OR DELIVERY DATES	UNIT PRICE FOB PLANT	TOTAL (2 x 6)	UNIT PRICE DELIVERED AT JOB SITE	TOTAL (2 x 7)	UNIT PRICE DELIVERED AS DIRECTED	TOTAL (2 x 8)
1.	38,500	GAL	E-1 Prime	DELIVERED & APPLIED AS DIRECTED	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXXXXXX	XXXXXX	\$1.300	\$50,050.00
2.	15,300	GAL	MC 70 (Road Oil)	DELIVERED & APPLIED AS DIRECTED	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXXXXXX	XXXXXX	\$2.223	\$34,011.90
3.	30	GAL	AE-T Tack Coat (Formerly AE-T)	DELIVERED & APPLIED AS DIRECTED	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXXXXXX	XXXXXX	\$29.00	\$ 870.00
4.	0	GAL	J-1 Crack Filler	DELIVERED & APPLIED AS DIRECTED	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXXXXXX	XXXXXX		
5.	429,900	GAL	CRS-2 (Formerly E-3)	DELIVERED & APPLIED AS DIRECTED	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXXXXXX	XXXXXX	\$1.217	\$523,188.30
6.	20,000	GAL	CRS-2PM (Formerly E-3M)	DELIVERED & APPLIED AS DIRECTED	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXXXXXX	XXXXXX	\$1.529	\$ 30,580.00
7.	0	GAL	CMS-2 (Formerly E-5)	DELIVERED & APPLIED AS DIRECTED	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXXXXXX	XXXXXX		
8.	0	GAL	L.B.M. (FB- Modified, FB-3)	DELIVERED & APPLIED AS DIRECTED	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXXXXXX	XXXXXX		
*****	All items must meet PennDOT Specifications Form 408, Latest Edition									

\* Gallons - Tons - Feet - €      \*\* 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.**

# CNA SURETY

CNA Plaza, Chicago IL 60685-0001

## BID BOND

KNOW ALL MEN BY THESE PRESENTS: That we **Russell Standard Corporation**, Principal,  
**PO Box 802, Mars, PA 16046**,  
 and **Western Surety Company**, Surety, are held and firmly bound  
**One PPG Place, Suite 2920, Pittsburgh, PA, 15222**,  
 unto **Beaver County Regional COG (BCRCOG), 928 Pennsylvania Ave., Monaca,** Obligee,  
**PA 15061**

in the sum of

Dollars ( \$ **1,000** ),

for the payment of which we bind ourselves, our legal representatives, successors and assigns, jointly and severally, firmly by these presents.

**WHEREAS**, Principal has submitted or is about to submit a proposal to Obligee on a contract for

### Liquid Asphalts

**NOW, THEREFORE**, if the said contract be awarded to Principal and Principal shall, within such time as may be specified, enter into the contract in writing and give such bond or bonds as may be specified in the bidding or contract documents with surety acceptable to Obligee; or if Principal shall fail to do so, pay to Obligee the damages which Obligee may suffer by reason of such failure not exceeding the penalty of this bond, then this obligation shall be void; otherwise to remain in full force and effect.

Signed, sealed, and dated this **12** day of **April, 2017**

**Russell Standard Corporation**

Principal

By:



(Seal)

**Mike Rowe, Area Manager**

**Western Surety Company**

Surety

By:



(Seal)

**Kathleen A. Vansovich**

**,Attorney-in-Fact**

**A 803**

# 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

**Linda Donahue, Cynthia A Hiday, Suzanne M Rozek, Michael D Ward, Denise Nelson, Vicky Lynn Dielman, Geneva L Maher, Ryan Burke, Kathleen A Vansovich, Julieann Johnston, Karen A Townsend, Deborah L Williams, Individually**

of Westerville, OH, 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 21st day of March, 2016.



WESTERN SURETY COMPANY

Paul T. Bruflat  
Paul T. Bruflat, Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 21st day of March, 2016, before me personally came Paul T. Bruflat, 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  
June 23, 2021



J. Mohr  
J. Mohr, 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 12 day of April, 2017.



WESTERN SURETY COMPANY

L. Nelson  
L. Nelson, Assistant Secretary

**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: