



PROPOSAL AND CONTRACT FOR EQUIPMENT AND/OR MATERIALS ONLY *

INSTRUCTIONS ON PAGE 3

(THIS PROPOSAL INCLUDES INSTRUCTIONS TO BIDDERS)

A. DEPOSIT OF PROPOSALS. CONTRACT #3 BITUMINOUS SURFACING MATERIALS (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) (Does not apply to Item Nos. 11, 11A, 12 & 12A), 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 HANSON AGGREGATES BMC INC (NAME OF CONTRACTOR)
2200 SPRINGFIELD PIKE CONNELLSVILLE PA 15425 (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]: HANSON AGGREGATES BMC INC
 - 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. SEWICKLEY CREEK ASPHALT PLANT, SEWICKLEY, PA

* 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 municipality with a performance bond in the amount of 50% of the contract, conditioned upon the faithful performance of the contract.

WITNESS OR ATTESTED BY:

David Ricciuti
 TITLE: DAVID RICCIUTI, SALES MANAGER

PLACE
SEAL
HERE

HANSON AGGREGATES BMC INC
 SUPPLIER

BY: *R.T.K.*
 TITLE: RONALD T KURPIEL, VICE PRESIDENT

PLACE
SEAL
HERE

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: _____

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 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.
11. Where Materials for Superpave HMA Bituminous Courses are part of the contract, Equivalent Single Axel Load (ESAL) Count must be included in the description.

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 AS DIRECTED	TOTAL (2 x 8)
1.	3120	TON	Superpave HMA Binder Course, 19mm, 0 to 0.3 Million Design ESAL's, PG 64-22, Section 409 (Tons)	FOB	42.00	131,040	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX
1A.	2530	TON	Superpave HMA Binder Course, 19mm, 0 to 0.3 Million Design ESAL's, PG 64-22, Section 409 (Tons)	DEL	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX
2.	66	TON	Superpave HMA Binder Course, 19mm, 0.3 to 3 Million Design ESAL's, PG 64-22, Section 409 (Tons)	FOB	42.00	2,772	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX
2A.	0	TON	Superpave HMA Binder Course, 19mm, 0.3 to 3 Million Design ESAL's, PG 64-22, Section 409 (Tons)	DEL	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX
3.	20	TON	Superpave HMA Binder Course, 19mm, 3 to 10 Million Design ESAL's, PG 64-22, Section 409 (Tons)	FOB	42.00	840	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX
3A.	0	TON	Superpave HMA Binder Course, 19mm, 3 to 10 Million Design ESAL's, PG 64-22, Section 409 (Tons)	DEL	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX
4.	6525	TON	Superpave HMA Wearing Course, 9.5mm, 0 to 0.3 Million Design ESAL's, PG 64-22, SRL-H, Section 408 (Tons)	FOB	48.00	313,200	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX
4A.	1225	TON	Superpave HMA Wearing Course, 9.5mm, 0 to 0.3 Million Design ESAL's, PG 64-22, SRL-H, Section 408 (Tons)	DEL	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX
5.	37	TON	Superpave HMA Wearing Course, 9.5mm, 0.3 to 3 Million Design ESAL's, PG 64-22, SRL-H, Section 408 (Tons)	FOB	48.00	1,776	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX
5A.	0	TON	Superpave HMA Wearing Course, 9.5mm, 0.3 to 3 Million Design ESAL's, PG 64-22, SRL-H, Section 408 (Tons)	DEL	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX
6.	25	TON	Superpave HMA Wearing Course, 9.5mm, 3 to 10 Million Design ESAL's, PG 64-22, SRL-H, Section 408 (Tons)	FOB	48.00	1,200	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX
6A.	0	TON	Superpave HMA Wearing Course, 9.5mm, 3 to 10 Million Design ESAL's, PG 64-22, SRL-H, Section 408 (Tons)	DEL	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX
7.	0	TON	Type B Cold Patch (Stone or Gravel Aggregate) (Tons)	FOB	-----	-----	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX
7A.	0	TON	Type B Cold Patch (Stone or Gravel Aggregate) (Tons)	DEL	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX
8.	50	TON	Type B Cold Patch (Slag Aggregate) (Tons)	FOB	-----	-----	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX
8A.	1400	TON	Type B Cold Patch (Slag Aggregate) (Tons)	DEL	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX
9.	400		FB-1 Modified Bituminous Cold Patch (Tons)	FOB	-----	-----	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX
9A.	615		FB-1 Modified Bituminous Cold Patch (Tons)	DEL	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX
10.	25		Special Bituminous Patching Material-Per Bulletin 16 (Tons)	FOB	-----	-----	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX
10A.	500		Special Bituminous Patching Material-Per Bulletin 16 (Tons)	DEL	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX

***** All items must meet PennDOT Specifications Form 408, Latest Edition

* Gallons - Tons - Feet - e ** Includes Class - Size - Diameter ***For Bituminous or other Pavements in Place, Use Form 944. ALL COLUMNS MUST BE COMPLETED UNLESS OTHERWISE INDICATED.

**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:

BID BOND

Conforms with The American Institute of Architects, A.I.A. Document No. A-310

KNOW ALL BY THESE PRESENTS, That we, Hanson Aggregates BMC, Inc.

_____ as Principal, hereinafter called the Principal,

and the Travelers Casualty and Surety Company of America,

of One Tower Square, Hartford, CT 06183, a corporation duly organized under

the laws of the State of Connecticut, as Surety, hereinafter called the Surety, are held and firmly bound unto

Beaver County Regional Councils of Governments as Obligee, hereinafter called the Obligee,

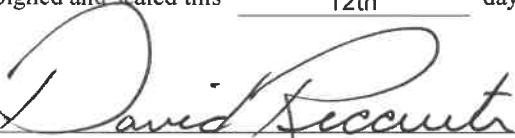
in the sum of One Thousand and No/100-----

Dollars (\$ 1,000.00-----), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

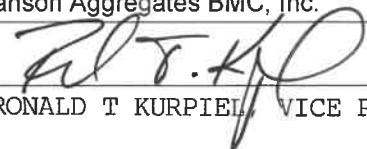
WHEREAS, the Principal has submitted a bid for Supply Annual Maintenance Materials

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee 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.

Signed and sealed this 12th day of April, 2017.



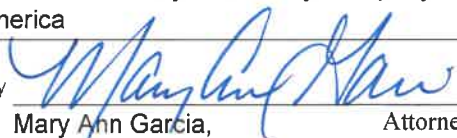
DAVID RICCIUTI, SALES MANAGER Witness

Hanson Aggregates BMC, Inc. (Seal)
{  Principal

RONALD T KURPIEL, VICE PRESIDENT Title



Marissa Shepherd Witness

Travelers Casualty and Surety Company of America
{ By  Attorney-in-Fact

Mary Ann Garcia,

Optional Counter Signature Area



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 230577

Certificate No. 007041339

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Sandra R. Parker, Melissa Haddick, Gina Rodriguez, Tannis Mattson, Terri L. Morrison, Mary Ann Garcia, and Mario Arzamendi

of the City of Houston, State of Texas, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 11th day of November, 2016.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
Robert L. Raney, Senior Vice President

On this the 11th day of November, 2016, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2021.



[Signature]
Marie C. Tetreault, Notary Public