


**ERIE AREA COUNCIL OF GOVERNMENTS  
JOINT MUNICIPAL BIDDING COMMITTEE  
2020**

**RECLAIM-RECYCLE TAR AND CHIP ROADS**

Accompanying this Proposal is a certified check or bid bond (circle one) in the amount of \$ 60,000.00 dollars (\$) made payable to the Erie Area Council of Governments, Erie, Pennsylvania, which is agreed, shall be retained as liquidated damages by the Erie Area Council of Governments if the undersigned fails to execute a Contract in conformity with the Contract Documents and furnish any specified bonds within ten (10) days after notification of award of the Contract to the undersigned. It is agreed that this Proposal may not be withdrawn for a period of sixty (60) days from the opening thereof.

I/We hereby certify that I/we have read, understand, and agree to all the conditions outlined in the Solicitation of Bids, Instructions to Bidders, Special Conditions, Detail Specifications, and all other parts of these Documents. I am/We are the only person(s) interested in the Proposal as principal(s). This Proposal is made without collusion with any person, firm, or corporation.

ATTEST:  
  
Vice President  
(Title)

(SEAL)

Company KEYSTONE STABILIZATION LLC  
Address 4091 JALTSPURG RD, SUITE E  
MURRYSVILLE, PA 15668  
Phone (724) 321-5039  
E-mail dmccannon@keystonestabilization.com  
Signed David M. Cannon  
Name DAVID M. CANNON  
Title PRESIDENT  
Date 4/17/20

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FORM OF PROPOSAL  
2020

RECLAIM-RECYCLE TAR AND CHIP ROADS

I/We have investigated the availability of the equipment, operators, services, and materials specified and agree to furnish and deliver all the specified equipment, operators, services, and materials at the following prices:

**GREENFIELD TOWNSHIP:**

APPROXIMATELY 7,900 SQUARE YARDS OF RECLAIMING/RECYCLING TAR AND CHIP ROADS (INCLUDING GRADING IN OF CROWNE)

\$ 9.02 /sq. yd. = TOTAL: \$ 71,258.<sup>00</sup>

**GIRARD TOWNSHIP:**

APPROXIMATELY 23,000 SQUARE YARDS OF RECLAIMING/RECYCLING TAR AND CHIP ROADS (INCLUDING GRADING IN OF CROWNE)

\$ 4.56 /sq. yd. = TOTAL: \$ 104,880.<sup>00</sup>

**CITY OF ERIE:**

APPROXIMATELY 100,000 SQUARE YARDS OF RECLAIMING/RECYCLING TAR AND CHIP ROADS (INCLUDING GRADING IN OF CROWNE)

\$ 8.92 /sq. yd. = TOTAL: \$ 892,000.<sup>00</sup>

*A list of road locations will be provided at a later date.*

This work shall be paid for at contract unit price per square yard complete in place for the actual square yards performed. Said unit price shall include all costs of recycling, Portland cement and relaying of CRBC as noted above. Testing, design and analysis costs shall be incidental to the contract.

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RECLAIM-RECYCLE TAR AND CHIP ROADS

Alternative Proposal:

Bidders desiring to furnish the equipment, operators, and services in substantial compliance with these specifications but differing slightly in some respects shall be required to indicate in the spaces provided below IN DETAIL the specific deviations of the unit they propose to furnish. A proposal containing no entries in these spaces below will be assumed by the Municipality as being in complete compliance with these specifications.

GIRARD TWP. - GUNGEONVILLE RA.

- FULL DEPTH RECLAMATION, CHEMICAL STABILIZATION, 12" DEPTH  
(USING 6% CEMENT APPLICATION RATE / 120 pcf SOIL WEIGHT) - PRICE INCLUDES  
SAMPLING OF EXISTING ROADWAY MATERIALS; FDR MIX DESIGN (ON-SITE TECHNICIAN  
TO MONITOR FDR; PRE-PULVERIZATION / SHAPING / COMPACTION; SUPPLY / APPLICATION  
OF PORTLAND CEMENT; SUPPLY / APPLICATION OF WATER; MIXING / GRADING / COMPACTION.  
PRICE INCLUDES TRAFFIC SIGNAGE BUT DOES NOT INCLUDE FLAGGERS.  
\$10.05/SY.      23,000 SY.      \$231,150.00
- OPTIONAL - LIQUID CALCIUM CHLORIDE FDR CURE SEAL @ 0.25 GALLONS/SY.  
\$0.48/SY.      23,000 SY.      \$11,040.00

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**Appendix A  
2020**

**RECLAIM-RECYCLE TAR AND CHIP ROADS  
Streets to be completed:**

**Girard Township: Gudgeonville Road from Old State to Brooks Road**

**Greenfield Township: Rohl Road from Harborcreek to North East  
Township lines**

City of Erie: Streets list to be determined please provide per sq/yd  
general pricing if possible

**BID BOND**

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

**BIDDER (Name and Address):**

Keystone Stabilization, LLC  
4091 Saltsburg Road  
Suite E  
Murrysville PA 15668

**SURETY (Name, and Address of Principal Place of Business):**

Western Surety Company  
151 N. Franklin Street  
Chicago IL 60606

**OWNER (Name and Address):**

Erie Area Council of Governments  
439 West Arlington Rd.  
Erie PA 16509

**BID**

Bid Due Date: April 20, 2020  
Description (Project Name— Include Location):  
Bid #2020-5, Reclaiming and Recycling Tar & Chip Roads

**BOND**

Bond Number: KS420

Date: April 20, 2020

Penal sum	Five Percent of Amount Bid	\$ 5% of Amount Bid
	(Words)	(Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

**BIDDER**

Keystone Stabilization, LLC (Seal)  
Bidder's Name and Corporate Seal

**SURETY**

Western Surety Company (Seal)  
Surety's Name and Corporate Seal

By: *David M. Cannon*  
Signature

By: *Taylor R. Johnson*  
Signature (Attach Power of Attorney)

*David M. Cannon*  
Print Name

Taylor R. Johnson  
Print Name

*PRESIDENT*  
Title

Attorney-in-Fact  
Title

Attest: *Jan [Signature]*  
Signature

Attest: *Sheila Medkiff*  
Signature

*Vice President*  
Title

Witness  
Title

Note: Addresses are to be used for giving any required notice.  
Provide execution by any additional parties, such as joint venturers, if necessary.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
  - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
  - 3.2 All Bids are rejected by Owner, or
  - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

# 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

**Ross E Johnson, Beverly A Holstine, Kathryn K Arthur, Sheila Midkiff, Bradley P Bohersky, Taylor R Johnson, Brady A Campbell, Individually**

of Charleston, WV, 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 22nd day of July, 2019.



WESTERN SURETY COMPANY

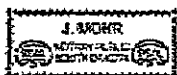
Paul T. Brufla  
Paul T. Brufla, Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 22nd day of July, 2019, before me personally came Paul T. Brufla, 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 herewith subscribed my name and affixed the seal of the said corporation this 20th day of April 2020.



WESTERN SURETY COMPANY

L. Nelson  
L. Nelson, Assistant Secretary

Form 84280-7-2017

GO TO [www.westernsurety.com](http://www.westernsurety.com) > Owner / Obligor Services > Validate Bond Coverage, if you want to verify bond authenticity.