

**HONEY BROOK TOWNSHIP, CHESTER COUNTY, PENNSYLVANIA**

**RESOLUTION NO. 2017 - 8**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF HONEY BROOK TOWNSHIP, CHESTER COUNTY, PENNSYLVANIA, AUTHORIZING THE PURCHASE THROUGH COSTARS OF AGGREGATE AND ASPHALT PRODUCTS.**

WHEREAS, Honey Brook Township is a Second Class Township in the Commonwealth of Pennsylvania; and

WHEREAS, as a Second Class Township, Honey Brook Township is governed by the Pennsylvania Second Class Township Code; and

WHEREAS, Section 1502 of the Second Class Township Code, 53 P.S. § 66502, provides for purchases deemed to be in the best interest of the Township by the Board of Supervisors; and

WHEREAS, the Honey Brook Township Board of Supervisors approved a resolution enabling the Township to participate in the Commonwealth Procurement Cooperative Purchasing Program; and

WHEREAS, the Commonwealth Procurement Cooperative Purchasing Program is commonly referred to as COSTARS; and

WHEREAS, purchases through COSTARS satisfies the requirements for bids for purchases of materials and supplies provided for in Article XXXI of the Second Class Township Code, 53 P.S. §68101 - §68109; and

WHEREAS, purchases through a PennDOT Contract that allows municipalities to piggyback also satisfies the requirements for bids for purchases of materials and supplies provided for in Article XXXI of the Second Class Township Code, 53 P.S. §68101 - §68109; and

WHEREAS, the Township has identified the need to purchase various aggregate and asphalt products for the Public Works Department; and

WHEREAS, New Enterprise Stone & Lime Co., Inc. can provide Aggregates under COSTARS Contract #4600015621; and

WHEREAS, New Enterprise Stone & Lime Co., Inc. can provide Asphalt under COSTARS Contract #4600014423; and

WHEREAS, Highway Materials, Inc. can provide Asphalt under a PennDOT contract RFQ561036 17-01.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of Honey Brook Township that the Township Manager and the Director of Public Works are authorized to purchase various Aggregate and Asphalt Products from New Enterprise Stone & Lime Co., Inc. and Highway Materials, Inc. from their the COSTARS or PennDOT contract according to the attached price lists; and


FURTHER RESOLVED, that if any provision, sentence, clause, section, or part of this Resolution shall for any reason be found to be unconstitutional, illegal or invalid, such determination shall not affect or impair any of the remaining provisions, sentences, clauses, sections, or parts of this Resolution, and it is hereby declared to be the intent of the Board of Supervisors of the Township of Honey Brook that this Resolution would have been adopted had such unconstitutional, illegal or invalid provision, sentence, clause, section or part not been included herein.

FURTHER RESOLVED, that all Resolutions or parts of Resolutions inconsistent with this Resolution are hereby superseded.

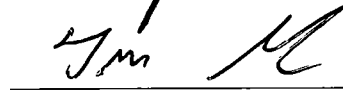
FURTHER RESOLVED, that this Resolution shall become effective immediately or as soon as legally permissible.

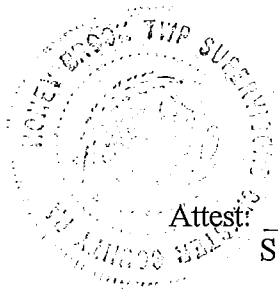
RESOLVED, by the Board of Supervisors of Honey Brook Township, Chester County, Pennsylvania this 10<sup>th</sup> day of May, 2017.

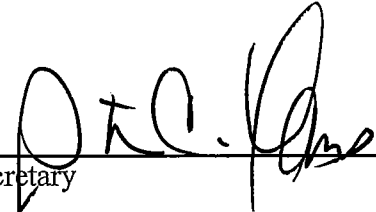
BOARD OF SUPERVISORS OF HONEY BROOK TOWNSHIP, CHESTER COUNTY,  
PENNSYLVANIA

  
\_\_\_\_\_  
Chairman

  
\_\_\_\_\_  
Vice Chairman

  
\_\_\_\_\_  
Member



Attest:   
\_\_\_\_\_  
Secretary

# Material Sales Quote



**Customer: 11001 HONEY BROOK TOWNSHIP**

**Contact: STEVE**

P.O. BOX 1281  
495 SUPLEE ROAD  
HONEY BROOK PA, 19344

**Quoted By: Mike Mastrilli**

**Phone: 610.251.0152**

**Email: mmastrilli@highwaymaterials.com**

**Quote: 2004 COSTARS 2017 #1084 (101)**

**Shipping Address**

**Quote Date: 04/28/17**

**Exp Date: 2/28/18**

**Customer Job: 2004**

**Customer PO#: 1084**

## Materials

Location	Category	Material	UM	Quantity	Date Req	Price
DOWNINGTOWN ASPHALT	9.5mm .3<3, H		TON	0.00		45.70
DOWNINGTOWN ASPHALT	19mm B .3<3		TON	0.00		43.65
DOWNINGTOWN ASPHALT	25mm .3<3		TON	0.00		40.90

30 Net 30 days

ACCEPTANCE OF MILLINGS/BREAKUP REQUIRES ADVANCED NOTICE (LIMITED AVAILABILITY, FEES MAY APPLY)

ASPHALT PRICES BASED ON ASPHALT CEMENT INDEX OF \$ \_\_\_\_\_ /TON & MAY BE ADJUSTED TO REFLECT ASPHALT CEMENT INDEX AT TIME OF PLACEMENT.

ASPHALT & AGGREGATE PRICES ARE SUBJECT TO CHANGE TO ACCOMMODATE INCREASES IN FUEL COSTS.

HAULING IS CURRENTLY BILLED AT \$ \_\_\_\_\_ /HOUR WITH (4) HOUR MINIMUM AND ¼ HOUR TRAVEL TIME UNLESS SPECIFIED. AFTER (4) HOURS, (8) HOURS IS GUARANTEED. ¼ HOUR TRAVEL TIME ADDED AFTER 8 HOURS. ALL HAUL RATES ARE SUBJECT TO INCREASES DUE TO FUEL SURCHARGES. CURRENT FUEL SURCHARGE (FST) IS CALCULATED AT \_\_\_\_\_ %. HAUL RATES ARE NOT GUARANTEED AND SHOULD ONLY BE USED FOR BUDGET PURPOSES.

ALL MATERIAL IS SUBJECT TO AVAILABILITY AND IS SUBJECT TO GENERAL TERMS & CONDITIONS OF SALE.



# New Enterprise Stone & Lime Co., Inc.

3580 Division Highway  
East Earl, PA 17519  
Phone: 717-354-1300 Fax: 814-766-0202  
<http://www.nesl.com>

## QUOTATION

Quote: 1000127716  
Quote Date: 5/2/2017  
Expire Date: 1/31/2018

### Bill To:

100686 Honey Brook Township  
PO Box 1281  
Honey Brook, PA 19344-1281

Contact:  
Phone:  
Fax:  
Email:

### Ship To:

Contact:  
Phone:

P.O.# 2017

Quote Description : 2017 - CoStars Pricing - Hinkletown Quarr  
Contract # 4600015621

Sales Rep : Tim Sprecher  
Office: 717-354-1097  
Cell:

### Comments/ Delivery Instructions

PRODUCT DESCRIPTION AND SOURCE LOCATION	QUANTITY	UNITS	UNIT PRICE FOB PLANT	FREIGHT RATE UNIT	UNIT PRICE DELIVERED
<b>Limeville Aggregates</b> (717) 442-4148					
280035 DIAMOND-TEX, ORIGINAL	200	Tons	20.50		
<b>Hinkletown Aggregates</b> (717) 354-1340					
280231 SAND, STONE - BH	200	Tons	9.80		
280303 STONE, 2A	1,000	Tons	6.90		
280308 STONE, 2RC	800	Tons	6.25		
280314 STONE, 3A MODIFIED	500	Tons	7.25		
280321 STONE, 4A MODIFIED	500	Tons	7.25		
280328 STONE, AASHTO #1, 3 1/2"	500	Tons	9.55		
280349 STONE, AASHTO #5	500	Tons	9.55		
280399 STONE, ANTI-SKID, TYPE AS2	200	Tons	13.00		
<b>Denver Aggregates</b> (717) 335-4500					
280388 STONE, AASHTO #8, WASHED	1,000	Tons	11.10		
<b>Weaverland Aggregates</b> (717) 354-1370					
280459 STONE, RICE - WL	500	Tons	13.70		

Terms: **Terms and Conditions Attached**

Accepted by: \_\_\_\_\_

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



# New Enterprise Stone & Lime Co., Inc.

3580 Division Highway

East Earl, PA 17519

Phone: 717-354-1300 Fax: 814-766-0202

<http://www.nesl.com>

## QUOTATION

Quote: 1000127726

Quote Date: 5/2/2017

Expire Date: 12/31/2017

**Bill To:**

100686 Honey Brook Township  
PO Box 1281  
Honey Brook, PA 19344-1281

Contact:  
Phone:  
Fax:  
Email:

**Ship To:**

Contact:  
Phone:

P.O.# CONTRACT #4600014423

**Quote Description :** 2017 CoStars Blacktop - Hinkletown Plant

**Sales Rep :** Tim Sprecher  
**Office:** 717-354-1097  
**Cell:**

**Comments/  
Delivery  
Instructions**

PRODUCT DESCRIPTION AND SOURCE LOCATION	QUANTITY	UNITS	UNIT PRICE FOB PLANT	FREIGHT RATE UNIT	UNIT PRICE DELIVERED
<b>Hinkletown Hot Mix Asphalt</b> (717) 354-1358					
260271 19MM, .3<3, H, 64-22; 15% RAP	1,500	Tons	47.30		
260458 25MM, .3<3, H, 64-22; 15% RAP	500	Tons	46.00		
260751 9.5MM, .3<3, H, 64-22; 15% RAP	200	Tons	51.50		
261058 RICE	200	Tons	60.25		

Asphalt Escalator Applies: Yes

Asphalt Index at time of bid:\$ 402.00

Terms: **Terms and Conditions Attached**

Accepted by: \_\_\_\_\_

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

**NEW ENTERPRISE STONE & LIME COMPANY, INC.<sup>1</sup>**  
**TERMS AND CONDITIONS OF SALE**

**1) AGREEMENT:**

- a) All quotations become our billing price to you under the terms and conditions herein. Acceptance of NESL's quotation is expressly limited to the Terms and Conditions attached to and set forth on the face of the quotation. All terms and conditions proposed by the Buyer that are different from or in addition to the quotation or these Terms and Conditions are expressly rejected by NESL and are not part of the contract.
- b) This quotation and these Terms and Conditions shall be deemed to be accepted by Buyer and to become a contract upon receipt by NESL of a Buyer's signature affixed to a copy of the quotation; or by shipment of any materials called for herein by NESL to Buyer.
- c) Orders must be placed in writing, in sufficient time to permit production planning and to schedule delivery of materials. NESL requests a minimum of one week's notice for orders less than 1,000 tons, and proportionally more time for larger orders.

**2) PRICES:**

- a) This quotation is effective for thirty (30) days, unless extended in writing by NESL. Prices are contingent on sales at estimated quantity listed.
- b) Prices shall cover shipments made only during NESL's normal operating season of the year and normal business hours, winter and cold weather shipments being subject to extra charge, and are made at the risk of the Buyer as to freezing. All sales are subject to stock on hand.
- c) Material prices quoted are subject to component increases by, and/or availability as allocated by suppliers.

**3) TAXES:**

- a) In addition to the prices quoted herein, the Buyer shall pay any applicable sales or use taxes.

**4) TERMS:**

- a) Unless otherwise specified herein, terms are net cash, thirty (30) days from date of NESL's invoice date. Past due invoices are subject to finance charges of 1.5% per month, corresponding to an 18% annual percentage rate.

**5) PERFORMANCE:**

- a) NESL shall not be liable for delays in manufacturing and delivery caused by fire, strikes, lockouts, differences with workmen, accidents, war, insurrection, inability to secure transportation equipment, fuel, or other material, government interference, or regulation, delays in transportation, or contingencies beyond our control.
- b) With regard to product or material sold by the NESL, provided the NESL is notified within ten (10) days from date of delivery, if said product is judged to be defective in material or workmanship, NESL may repair or replace it, at NESL's discretion; but the full measure of the NESL's liability shall be a maximum of the purchase price paid or due NESL for said product. IN NO EVENT shall NESL be liable for labor or consequential damages.

**6) TRUCK SHIPMENTS:**

- a) Delivery prices named herein are for truck delivery, and are for full truck load lots, and are based on present truck rates, our scale weights, and tariffs to govern.
- b) When deliveries are made to places other than on paved streets, the Buyer must provide access by trucks to the point of delivery under its own power. NESL reserves the right to stop deliveries in the event such access is not provided. If the Buyer orders deliveries beyond the curb line, the Buyer assumes all liability for all claims, damages and expenses to sidewalks, driveways, roads or other property and/or personal injury and agrees to defend and indemnify the NESL against all liability and expenses regardless of whether caused in part by NESL. With regard to any claims against NESL, Buyer agrees to waive any immunity or limitation for contribution or indemnification pursuant to any workers' compensation law or other similar law.
- c) Buyer agrees to pay any and all costs for repairs necessitated by damage to NESL's trucks and/or equipment resulting from any cause whatsoever during the process of delivery on the works site, other than negligence on the part of NESL's employee or mechanical failure of NESL's equipment.
- d) NESL will make a concerted effort to deliver each day, materials in the quantities requested, but cannot be held liable for failure to do so, given business contingencies, including the availability of independent drivers.
- e) Minimum load charges, waiting time charges, tailgate spread and spreader dumped charges, etc. will be borne by the Buyer.
- f) All prices and hauling rates are subject to fuel surcharge, and/or availability as allocated by suppliers.

**7) CUSTOMER ARRANGED PICKUP (CAP):**

- a) If Buyer does not arrange delivery by NESL, then all products are sold CAP. Buyer is solely responsible for transporting products from NESL. NESL is not responsible for vehicle damage, including damage arising from loading/transporting product. Buyer assumes all liability for all claims, damages, and expenses, including personal injuries arising from the loading/transporting of the products and agrees to defend and indemnify NESL against all liabilities and expenses, regardless of whether caused in part by NESL. With regard to any claims against NESL, Buyer agrees to waive any immunity or limitation for contribution or indemnification pursuant to any workers' compensation law or other similar law.

**8) DEFAULT OF BUYER:**

- a) All quotations are subject to the Buyer's establishment of satisfactory credit relations. On default in payment on the terms of this contract, or any contract between Buyer and NESL, NESL at its option, may cancel the unfiled portion of this contract, and all sums owing from Buyer to NESL shall forthwith at NESL's option become due or to become due from Buyer to NESL.
- b) The exercise of any of its rights under this contract shall not bar NESL from exercising its rights under applicable lien laws. The Buyer hereby agrees to pay all costs incurred, including a reasonable attorney's fee, in connection with Buyer's default hereunder.

**9) SPECIFICATIONS:**

- a) Buyer must notify quarry and plant personnel prior to loading that Department of Transportation (DOT) certifications are required.
- b) All materials furnished to Buyer for DOT use are guaranteed to meet their specifications, and are subject to inspection and acceptance at the loading point only.

**10) INDEMNIFICATION:**

- a) NESL will indemnify and provide insurance for claims for damages to the extent and in the proportion that it is determined that such damages are found to have resulted from NESL's negligence in the performance of its work.

<sup>1</sup> New Enterprise Stone & Lime Company, Inc. (NESL) includes businesses trading under the names: Buffalo Crushed Stone; Burkholder Paving; Eastern Industries, Inc.; Martin Limestone, Inc.; Martin Minerals; New Holland Concrete; Valley Quarries, Inc. (Rev. 6/9/2014)