

**UPPER MERION TOWNSHIP
BOARD OF SUPERVISORS**

PROPOSAL & SPECIFICATIONS

FOR

***2019 – 2021
TRASH RECYCLE SERVICES FOR
TOWNSHIP FACILITIES CONTRACT***

Bids will be received until
Wednesday, November 21, 2018 at 5:00 p.m.
and immediately opened

**UPPER MERION TOWNSHIP
175 WEST VALLEY FORGE ROAD
KING OF PRUSSIA, PA 19406**

**UPPER MERION TOWNSHIP
MONTGOMERY COUNTY, PENNSYLVANIA
ADVERTISEMENT FOR BIDS**

NOTICE IS HEREBY GIVEN that sealed proposals will be received online via the PennBid Program (www.PennBid.net) on **Wednesday, November 21, 2018 until 5:00 p.m.** prevailing time, for furnishing all labor, materials and equipment necessary for the bid opening: **2019-2021 Trash/ Recycle Services for Township Facilities Contract.**

Bids will be publicly opened on **Wednesday, November 21, 2018 at 5:00 p.m.** A tentative bid award date shall be posted on the Penn Bid website after the bid opening.

Specifications, Plans and information for bidders are available at no cost via the Penn Bid Program.

All bids must be submitted online through PennBid and must be accompanied by a certified check or bid bond in the amount of ten percent (10%) of the bid, made payable to Upper Merion Township. All bids must be accompanied by a Surety's Consent. Said surety must be licensed to conduct business in the Commonwealth of Pennsylvania. The successful bidder shall be bound to furnish and pay for a Performance Bond and a Labor (*Public Works Contractors' Bond Law of 1967, P.L. 869, 8 P.S. § 191 et seq*) & Material Payment Bond in an amount equal to fifty percent (50%) of the contract price on bond forms acceptable to Upper Merion Township.

The successful bidder shall take affirmative action to ensure that applicants for employment and employees or agents are treated without discrimination based upon race, color, religion, ancestry, national origin, age, sex, or disability.

The contract will be awarded to a responsible bidder; however Upper Merion Township reserves the right to reject any and/or all bids and to waive any informality in the bidding, as permitted by law.

BY THE ORDER OF THE Township of Upper Merion, Montgomery County, Pennsylvania:

By Sally Slook
Acting Township Manager

**UPPER MERION TOWNSHIP
PROPOSAL FORM – EXHIBIT "A"**

CONTRACT INFORMATION

1. All Proposals shall be submitted online via the Penn Bid Program (www.PennBid.net). All proposals shall be **received by 5:00 p.m. on Wednesday, November 21, 2018** and opened immediately the following week.
2. The bids must be submitted through the Penn Bid Program and the bids must be accompanied by a **CERTIFIED CHECK, BID BOND OR IRREVOCABLE LETTER OF CREDIT** in the amount of ten percent (10%) of the bid, made payable to Upper Merion Township. **ALL BIDS MUST BE ACCOMPANIED BY A SURETY'S CONSENT.** Said surety to be licensed to conduct business in the Commonwealth of Pennsylvania.
3. Each Proposal must be accompanied by a Certificate of Insurance, and the "*Board of Supervisors*" are to be named as additionally insured; Non-Collusion Affidavit – Exhibit "D", signed and notarized; Consent of Surety – Exhibit "E"; Workers Compensation Insurance Coverage Information, ACT 44 Requirements - Exhibit "G"; CDL Compliance – Exhibit "H", equipment must conform to the Commonwealth of Pennsylvania Motor Vehicle Code and operators' must possess a valid driver's/hauling license; and the Employment Verification Form – Exhibit "I".
4. The successful bidder shall be bound to furnish and pay for a **PERFORMANCE BOND AND A LABOR** ("*Public Works Contractors' Bond Law of 1967,*" P.L. 869, 8 P.S. § 191 et seq) & **MATERIAL PAYMENT BOND** in an amount equal to fifty percent (50%) of the contract price, and a **MAINTENANCE BOND** in an amount equal to fifteen percent (15%) of the contract price, on bond forms acceptable to Upper Merion Township.
5. All bidders' equipment must conform to the Pennsylvania vehicle code and all operators must possess a valid Commercial Driver's License (CDL).
6. For site inspections **ONLY** email: wcsjr@umtownship.org.
7. Upper Merion Township reserves the right to waive any informality in any bid, to reject any and all bids, or award any bid in the best interest of the Township. The Township reserves the right to divide the awards among bidders or to award all items to one contractor.
8. **All questions pertaining to the proposal shall be submitted electronically via PennBid's "Questions" tab ONLY.**

**UPPER MERION TOWNSHIP
PROPOSAL FORM – EXHIBIT "A"**

"2019-2021 Trash/Recycle Services for Township Facilities Contract"

Board of Supervisors
Upper Merion Township
175 West Valley Forge Road
King of Prussia, PA 19406

Members of the Board:

Waste Management of Pennsylvania, Inc.

(Company Name)

hereby proposes to provide services relative to **"2019-2021 Trash/Recycle Services for Township Facilities"** during a three (3) year period, in accordance with:

- Exhibit "A" – Proposal Form
- Exhibit "B" – General Conditions
- Exhibit "C" – Detailed Specifications
- Exhibit "D" – Instructions for Non-Collusion Affidavit
- Exhibit "E" – Consent of Surety
- Exhibit "F" – Agreement
- Exhibit "G" – Workers' Compensation
- Exhibit "H" – CDL (*Drug Testing*) Compliance
- Exhibit "I" – Employment Verification Form

at the prices herein stated, on the following terms, to wit:

2019 SERVICE YEAR

A. Location 1

Township Garage (*466 East Church Road*)

	ESTIMATED QUANTITY	UNIT PRICE	TOTAL
#1: TRASH - 20 Cubic Yard Dumpster	16	\$ 446.30	\$ 7,140.80
#1A: RECYCLE - ONE (1) Yard Small Comingle Can	12	\$ 14.50	\$ 174.00

B. Location 2

Township Municipal Building (*175 West Valley Forge Road*)

	ESTIMATED QUANTITY	UNIT PRICE	TOTAL
#2: TRASH - 8 Cubic Yard Dumpster	104	\$ 27.00	\$ 2,808.00
#2A: RECYCLE - 8 Cubic Yard Dumpster	104	\$ 22.00	\$ 2,288.00

**UPPER MERION TOWNSHIP
PROPOSAL FORM – EXHIBIT "A"**

"2019-2021 Trash/Recycle Services for Township Facilities Contract"

2019 SERVICE YEAR – (cont'd)

C. Location 3

Norview Farm (670 North Henderson Road)

	ESTIMATED QUANTITY	UNIT PRICE	TOTAL
#3: TRASH - 8 Cubic Yard Dumpster	52	\$ 27.00	\$ 1,404.00
#3A: RECYCLE - 8 Cubic Yard Dumpster	52	\$ 22.00	\$ 1,144.00

D. Location 4

Matsunk WPCC (600 McCoy's Lane)

	ESTIMATED QUANTITY	UNIT PRICE	TOTAL
#4: TRASH - 6 Cubic Yard Dumpster	26	\$ 22.75	\$ 591.50

E. Location 5

Trout Run WPCC (900 Mancill Mill Road)

	ESTIMATED QUANTITY	UNIT PRICE	TOTAL
#5: TRASH - 6 Cubic Yard Dumpster	26	\$ 22.75	\$ 591.50

F. Location 6

Recreation Center (431 West Valley Forge Road)

	ESTIMATED QUANTITY	UNIT PRICE	TOTAL
#6: TRASH - 8 Cubic Yard Dumpster	52	\$ 27.00	\$ 1,404.00
#6A: RECYCLE - 8 Cubic Yard Dumpster	52	\$ 22.00	\$ 1,144.00

2019 TOTAL BID AMOUNT:

\$ 18,689.80

(Amount In Figures)

Eighteen Thousand Six Hundred Eighty Nine Dollars
and Eighty Cents

(Amount In Words)

**UPPER MERION TOWNSHIP
PROPOSAL FORM – EXHIBIT "A"**

"2019-2021 Trash/Recycle Services for Township Facilities Contract"

2020 SERVICE YEAR

A. Location 1

Township Garage (466 East Church Road)

	ESTIMATED QUANTITY	UNIT PRICE	TOTAL
#1: TRASH - 20 Cubic Yard Dumpster	16	\$ 459.69	\$ 7,355.02
#1A: RECYCLE - ONE (1) Yard Small Comingle Can	12	\$ 14.94	\$ 179.22

B. Location 2

Township Municipal Building (175 West Valley Forge Road)

	ESTIMATED QUANTITY	UNIT PRICE	TOTAL
#2: TRASH - 8 Cubic Yard Dumpster	104	\$ 27.81	\$ 2,892.24
#2A: RECYCLE - 8 Cubic Yard Dumpster	104	\$ 22.66	\$ 2,356.64

C. Location 3

Norview Farm (670 North Henderson Road)

	ESTIMATED QUANTITY	UNIT PRICE	TOTAL
#3: TRASH - 8 Cubic Yard Dumpster	52	\$ 27.81	\$ 1,446.12
#3A: RECYCLE - 8 Cubic Yard Dumpster	52	\$ 22.66	\$ 1,178.32

D. Location 4

Matsunk WPCC (600 McCoy's Lane)

	ESTIMATED QUANTITY	UNIT PRICE	TOTAL
#4: TRASH - 6 Cubic Yard Dumpster	26	\$ 23.43	\$ 609.25

E. Location 5

Trout Run WPCC (900 Mancill Mill Road)

	ESTIMATED QUANTITY	UNIT PRICE	TOTAL
#5: TRASH - 6 Cubic Yard Dumpster	26	\$ 23.43	\$ 609.25

**UPPER MERION TOWNSHIP
PROPOSAL FORM – EXHIBIT "A"**

"2019-2021 Trash/Recycle Services for Township Facilities Contract"

2020 SERVICE YEAR – (cont'd)

F. Location 6

Recreation Center (431 West Valley Forge Road)

	ESTIMATED QUANTITY	UNIT PRICE	TOTAL
#6: TRASH - 8 Cubic Yard Dumpster	52	<u>\$ 27.81</u>	<u>\$ 1,446.12</u>
#6A: RECYCLE - 8 Cubic Yard Dumpster	52	<u>\$ 22.66</u>	<u>\$ 1,178.32</u>

2020 TOTAL BID AMOUNT:

\$ 19,250.49

(Amount in Figures)

Nineteen Thousand Two Hundred Fifty Dollars
and Forty Nine Cents

(Amount in Words)

**UPPER MERION TOWNSHIP
PROPOSAL FORM – EXHIBIT "A"**

"2019-2021 Trash/Recycle Services for Township Facilities Contract"

2021 SERVICE YEAR

A. Location 1

Township Garage (466 East Church Road)

	ESTIMATED QUANTITY	UNIT PRICE	TOTAL
#1: TRASH - 20 Cubic Yard Dumpster	16	\$ 473.48	\$ 7,575.67
#1A: RECYCLE - ONE (1) Yard Small Comingle Can	12	\$ 15.38	\$ 184.60

B. Location 2

Township Municipal Building (175 West Valley Forge Road)

	ESTIMATED QUANTITY	UNIT PRICE	TOTAL
#2: TRASH - 8 Cubic Yard Dumpster	104	\$ 28.64	\$ 2,979.01
#2A: RECYCLE - 8 Cubic Yard Dumpster	104	\$ 23.34	\$ 2,427.34

C. Location 3

Norview Farm (670 North Henderson Road)

	ESTIMATED QUANTITY	UNIT PRICE	TOTAL
#3: TRASH - 8 Cubic Yard Dumpster	52	\$ 28.64	\$ 1,489.50
#3A: RECYCLE - 8 Cubic Yard Dumpster	52	\$ 23.34	\$ 1,213.67

D. Location 4

Matsunk WPCC (600 McCoy's Lane)

	ESTIMATED QUANTITY	UNIT PRICE	TOTAL
#4: TRASH - 6 Cubic Yard Dumpster	26	\$ 24.14	\$ 627.52

E. Location 5

Trout Run WPCC (900 Mancill Mill Road)

	ESTIMATED QUANTITY	UNIT PRICE	TOTAL
#5: TRASH - 6 Cubic Yard Dumpster	26	\$ 24.14	\$ 627.52

**UPPER MERION TOWNSHIP
PROPOSAL FORM – EXHIBIT "A"**

"2019-2021 Trash/Recycle Services for Township Facilities Contract"

2021 SERVICE YEAR – (cont'd)

F. Location 6

Recreation Center (431 West Valley Forge Road)

	ESTIMATED QUANTITY	UNIT PRICE	TOTAL
#6: TRASH - 8 Cubic Yard Dumpster	52	<u>\$ 28.64</u>	<u>\$ 1,489.50</u>
#6A: RECYCLE - 8 Cubic Yard Dumpster	52	<u>\$ 23.34</u>	<u>\$ 1,213.67</u>

2021 TOTAL BID AMOUNT:

\$ 19,828.01

(Amount in Figures)

Nineteen Thousand Eight Hundred Twenty Eight Dollars

(Amount in Words) and One Cent

2019-2020 TOTAL BID AMOUNT:

\$ 57,768.30

(Amount in Figures)

Fifty Seven Thousand Seven Hundred Sixty Eight Dollars
and Thirty Cents

2020-2021 TOTAL BID AMOUNT:

(Written In Words)

**UPPER MERION TOWNSHIP
PROPOSAL FORM – EXHIBIT "A"**

"2019-2021 Trash/Recycle Services for Township Facilities Contract"

2021 SERVICE YEAR – (cont'd)

F. Location 6

Recreation Center (431 West Valley Forge Road)

	ESTIMATED QUANTITY	UNIT PRICE	TOTAL
#6: TRASH - 8 Cubic Yard Dumpster	52	\$ 28.64	\$ 1,489.50
#6A: RECYCLE - 8 Cubic Yard Dumpster	52	\$ 23.34	\$ 1,213.67

2021 TOTAL BID AMOUNT:

\$ 19,828.01

(Amount In Figures)

Nineteen Thousand Eight Hundred Twenty Eight Dollars

(Amount In Words) and One Cent

2019-2020 TOTAL BID AMOUNT:

\$ 57,768.30

(Amount In Figures)

Fifty Seven Thousand Seven Hundred Sixty Eight Dollars
and Thirty Cents

2020-2021 TOTAL BID AMOUNT:

(Written In Words)

**UPPER MERION TOWNSHIP
PROPOSAL FORM – EXHIBIT "A"**

"2019-2021 Trash/Recycle Services for Township Facilities Contract"

It is the intention of these specifications to obtain a qualified sanitation hauling company to provide all equipment, materials and labor necessary to perform the services to the specified Township facilities. All services, or any portion thereof, are to be in compliance and in accordance of all Local, State and Federal regulations.

⚡ **THE BIDDER UNDERSTANDS THAT THE BID WILL BE AWARDED BASED ON THE COLLECTIVE BID PRICE OF THREE (3) YEARS OF SERVICE INDICATED ON EXHIBIT "A" PROPOSAL FORMS.**

⚡ **THE PRICES PROVIDED IN EXHIBIT "A" INCLUDES ALL FEES.**

SIGNATURE:



BIDDERS MUST SIGN HERE

CORPORATE OR FIRM: Waste Management of Pennsylvania, Inc.

INDIVIDUAL: Thomas E. Utermark

ADDRESS: 1000 New Ford Mill Road, Morrisville, PA 19067

TITLE: Vice President

PHONE: 215-801-9108 DATE: 11/21/18

NAME OF CONTACT PERSON: Charles Raudenbush, Jr. TELEPHONE: 215-801-9108

TITLE: Public Sector FAX: 866-331-8470

NOTE: A CO-PARTNERSHIP MUST GIVE THE FIRM NAME AND SIGNATURE OF PARTNER WITH TITLE.

A CORPORATION MUST GIVE THE FULL CORPORATE NAME, SIGNATURE OF OFFICIAL WITH TITLE AND AFFIX THE CORPORATE SEAL.

SEAL:

UPPER MERION TOWNSHIP
GENERAL CONDITIONS – EXHIBIT "B"

***FOR BIDS RELATING TO SALES OF GOODS AND MERCHANDISE
AND PROVISIONS OF SERVICE***

These GENERAL CONDITIONS consist of Part A (*Instructions to Bidder*) and Part B (*Terms and Conditions*). Together with all documents referred to and/or incorporated herein, these GENERAL CONDITIONS constitute the sole and exclusive terms and conditions agreed to between the Township and Bidders *and/or* Contractors.

A. INSTRUCTIONS TO BIDDERS

1. *BID DOCUMENTS*

The Bid Documents consists of the General Conditions (*EXHIBIT "B"*), the Detailed Specifications (*EXHIBIT "C"*), Non-Collusion Affidavit (*EXHIBIT "D"*), Consent of Surety (*EXHIBIT "E"*), Bidders Affidavit, and Contract Form (*EXHIBIT "F"*), or **PENNDOT MS-963** if any, for the materials *and/or* work to be provided, Workers' Compensation (*EXHIBIT "G"*), if applicable, CDL Compliance (*EXHIBIT "H"*), and Employment Verification Form (*EXHIBIT "I"*).

2. *EXAMINATION OF BID DOCUMENTS AND SITE*

The Bidder is required to examine carefully the Bid Documents and the site *and/or* scope of the project. The Bidder should review all aspects of the Bid including: the conditions to be encountered; the character, quality and quantities of work to be performed; the materials to be furnished and the requirements of the specifications and the contract. **ONLY FORMAL WRITTEN QUESTIONS RECEIVED PRIOR TO TEN (10) DAYS OF THE BID RECEIPT DATE, VIA PENNBID, WILL BE BINDING TO THE CONTRACT DOCUMENTS AND SHALL RESULT IN A WRITTEN FORM OF "ADDENDA". ADDENDA ISSUANCE, VIA PENNBID IS LIMITED TO SEVEN (7) DAYS PRIOR TO THE RECEIVING OF PROPOSALS. ORAL AND OTHER INTERPRETATIONS/CLARIFICATIONS WILL BE WITHOUT LEGAL EFFECT TO THE CONTRACT DOCUMENTS.**

3. *BID PROPOSAL*

All bids must be submitted online via the PennBid Program (www.PennBid.net)

4. *SUBMITTING BIDS*

Sealed bids may be submitted and updated online via PennBid up to the date and time advertised, by clicking the "**Bid**" tab. Prior to the bid due date and time, bids may be electronically withdrawn by clicking the "**Withdraw Bid**" button.

UPPER MERION TOWNSHIP
GENERAL CONDITIONS – EXHIBIT "B" – *CONT'D*

**FOR BIDS RELATING TO SALES OF GOODS AND MERCHANDISE
AND PROVISIONS OF SERVICE**

5. SPECIFICATIONS

Bidders are expected to comply with the Detailed Specifications. The Bidder must explain any differences between the work to be provided *and/or* the materials to be supplied and the Detailed Specifications in the following manner:

1. The Bidder must underline the portions of the specifications with which its proposal differs;
 - a) The Bidder must explain the differences between the specifications and its proposal on a separate sheet of paper, which must be submitted with the bid. If differences with the specifications are not identified in this fashion, the Township reserves the right to consider the bid to comply with the specifications.

6. TAX EXEMPTIONS

The Township is exempt from the payment of any Pennsylvania State Sales Tax and Federal Excise or Transportation Tax. The prices bid by all Bidders must heretofore be net or exclusive of taxes.

7. BID SECURITY REQUIREMENTS

Each Bidder must submit bid security to the Township in the amount specified in the **CONTRACT INFORMATION OF EXHIBIT "A"** whether the amount of **FIVE PERCENT (5%)** *or* **TEN PERCENT (10%)** of the total bid price in one of the following forms:

- a) **ORIGINAL BID BOND**, issued by a **SURETY COMPANY** qualified to do business in Pennsylvania, in favor of the Township; or
- b) an **IRREVOCABLE LETTER OF CREDIT** in favor of the Township; issued by a **BANK** with offices located in the Commonwealth of Pennsylvania.

UPPER MERION TOWNSHIP
GENERAL CONDITIONS – EXHIBIT "B" – CONT'D

**FOR BIDS RELATING TO SALES OF GOODS AND MERCHANDISE
AND PROVISIONS OF SERVICE**

8. WITHDRAWAL OF BIDS

To properly withdraw a bid after the due date and time, the Bidder must give notice of its claim of the right to withdraw the bid in writing to the Township within **TWO (2) BUSINESS DAYS** after the opening of the bids. Also, the withdrawal is not permitted if it will result in the awarding of the contract on another bid of the same Bidder, any partner or a corporation or business venture owned by the Bidder or in which the Bidder has substantial interest. Any bidder who is permitted to withdraw **CANNOT** in any way participate in the project bid upon, either as a subcontractor or material supplier, without written approval of the Township. If the Township contests the "withdrawal", a hearing must be held within ten (10) days to obtain an order allowing or denying the claim.

9. REJECTION OF BIDS

The Township reserves the right to reject any or all parts of bids as may be deemed to be in the best interest of the Township.

10. AWARD OF CONTRACTS

When a bid received has been determined by the Township to be satisfactory, an award shall be made to the lowest responsible Bidder within sixty (60) days from the date of opening the bids, unless otherwise indicated in the Detailed Specifications (*EXHIBIT "C"*). This 60-day period may be extended with written consent of the Bidder.

11. ACCEPTANCE OF BID AND PERFORMANCE / PAYMENT BONDS

A Bid will be deemed accepted and become a binding contract when the Board of Supervisors awards a contract. Within ten (10) days of notification by the Township, a successful Bidder shall execute and deliver to Upper Merion Township, 175 West Valley Forge Road, King of Prussia, PA 19406, the Contract and a Performance Bond issued by a Surety Company qualified to transact business in Pennsylvania. Said Performance & Payment Bond will be approved by the Township in the amount equal to amount stipulated in Exhibit A "Contract Information" or of the contract sum to secure due performance and material(s) procured for the contract. In the alternative, the successful Bidder may supply the Township with an Irrevocable Letter of Credit from a bank with offices in Pennsylvania. If the bidder chooses to submit a Performance & Payment Bond, the bidder must provide an original Consent of Surety signed by a Surety Company qualified to do business in Pennsylvania in the form attached hereto as EXHIBIT "E".

UPPER MERION TOWNSHIP
GENERAL CONDITIONS – EXHIBIT “B” – *CONT'D*

***FOR BIDS RELATING TO SALES OF GOODS AND MERCHANDISE
AND PROVISIONS OF SERVICE***

12. EMPLOYMENT VERIFICATION

Successful Bidder and its subcontractors shall submit Employment Verification Forms (*EXHIBIT "I"*), in accordance with the PA "Public Works Employment Verification Act" (*Act 127 of 2012*), prior to, and as a condition of, award of a contract.

13. NON-COLLUSION AFFIDAVIT

All Bidders are required to execute a Non-Collusion Affidavit on the form attached hereto as EXHIBIT "D".

14. CONTACTING ELECTED OFFICIALS

The Township requires that bidding on Township contracts be a fair and open process, in accordance with Pennsylvania law. Individual contact to members of the Board of Supervisors by Bidders, following the submission of bids, is contrary to the principle of openings. Under the circumstances, the Township reserves the right to disqualify any Bidder who makes individual contact with any one or more of the members of the Board of Supervisors of the Township after submission of a bid and prior to issuance of an award of a contract.

UPPER MERION TOWNSHIP
GENERAL CONDITIONS – EXHIBIT “B” – *CONT'D*

***FOR BIDS RELATING TO SALES OF GOODS AND MERCHANDISE
AND PROVISIONS OF SERVICE***

B. TERMS AND CONDITIONS

All Bidders who submit bids for materials and labor will be required to perform the contract in accordance with Paragraphs 13–28 of the Terms of Conditions. When the Bidder’s bid is accepted, these Terms and Conditions will automatically become part of the contract between the parties. Any additional Terms and Conditions are hereby objected to:

1. COMPLETION AND DELIVERY

The contract shall not be deemed to be complete until goods or services have actually been received and accepted by the Township as meeting the Detailed Specifications. Notwithstanding any agreement to the contrary, the risk of loss or damage in transit shall be upon the contractor. The Township may retain the sum of Two Hundred Dollars (*\$200.00*) for each day after three (*3*) days, Sundays and holidays included, that the work remains uncompleted, or that the materials remain undelivered, which sum is agreed upon as a proper measure of liquidated damages which the Township will sustain per day by failure of the contractor to complete the work or deliver the materials at the time stipulated, and the sum is not to be construed as in any sense a penalty. The failure of a contractor to complete its contractual obligations within the time stipulated shall render the contractor ineligible to submit future bids to the Township.

2. INSPECTION

Materials or equipment purchased hereunder and work performed hereunder are subject to inspection and approval at the Township’s designated point of destination. The Township reserves the right to reject and refuse acceptance of items which are not in accordance with the instructions, specifications, drawings, and data included in any express or implied warranty. The Township will charge the contractor for cost of inspecting merchandise rejected. Items not accepted will be returned to the contractor at the contractors’ expense. Payment for any article hereunder shall not be deemed an acceptance thereof.

UPPER MERION TOWNSHIP
GENERAL CONDITIONS – EXHIBIT "B" – CONT'D

**FOR BIDS RELATING TO SALES OF GOODS AND MERCHANDISE
AND PROVISIONS OF SERVICE**

3. PROPERTY FURNISHED TO THE CONTRACTOR BY THE TOWNSHIP

Unless otherwise agreed in writing all special dies, molds, patterns, jigs, fixtures, and any other property furnished to the contractor by the Township, or specifically paid for by the Township for use in the performance of the contract, shall be and remain the property of the Township, shall be subject to removal upon the Township's instructions, shall be used only in filling orders from the Township, shall be held at the contractor's risk, and shall be kept insured by the contractor at the contractor's expense while in its custody or control in a equal amount to the replacement cost thereof, with loss payable to the Township. Copies of policies or certificates of such insurance will be furnished to the Township on demand.

4. PRICES

The Township shall not be billed at higher prices than stated in the Proposal, unless authorized by a Change Order issued and signed by the Township. The contractor represents that the price charged for items or services covered by the contract is the lowest price charged by the contractor to buyers of a class similar to the Township, under conditions similar to those specified in the contract and that the price complies with applicable government regulations in effect at the time of the "sale of delivery". The contractor agrees that any price reductions made in merchandise covered by the contract subsequent to execution of the contract will be applicable to the contract. No additional charges of any kind, including charges for boxing, packing, carding or other extras will be allowed unless specifically agreed to in writing in advance by the Township.

5. CHANGES

The Township reserves the right at any time to make changes in the following:

- a) Detailed specifications, drawings and data incorporated in the contract where the items to be furnished are to be specifically manufactured for the Township;
- b) Methods of shipment or packing;
- c) Place of delivery; and
- d) Time of delivery

UPPER MERION TOWNSHIP
GENERAL CONDITIONS – EXHIBIT "B" – CONT'D

**FOR BIDS RELATING TO SALES OF GOODS AND MERCHANDISE
AND PROVISIONS OF SERVICE**

CHANGES (CONT'D)

If any such change causes an increase or decrease in the cost of or the time required for performance of the contract, an equitable adjustment shall be made in the contract price or delivery schedule, or both. Any claim by the contractor for adjustment under this clause shall be deemed waived unless asserted in writing within ten (10) days from receipt by the contractor of the change.

Price increases or extensions of time for delivery shall not be binding on the Township, unless evidenced by a Change Order issued and signed by the Township.

6. SUBCONTRACTOR

The contractor shall not subcontract, sublet, sell, transfer, assign or otherwise dispose of the contract, or any portion thereof, or its right, title or interest therein without the written consent of the Township. The contractor shall submit to the Township, on a separate sheet, a list of the names of any subcontractors, persons or organizations that are to furnish materials or services under the contract.

7. FEDERAL, STATE AND LOCAL LAWS AND ORDINANCES

The contractor shall at all times observe and comply with all Federal, State and Local laws, Ordinances and Regulations in any manner affecting the conduct of the work, or applicable to employees on the project, or from which liability may accrue to the Township from any violation thereof. The contractor shall also comply with all orders or decrees which have been promulgated or enacted or which may be promulgated or enacted by any legal bodies or tribunals having authority of jurisdiction over the work, materials, employees or the contract.

In accordance with the federal Department of Transportation regulations (49 CFR Parts 40 and 382), the Contractor is responsible for implementing a drug and alcohol testing program for these employees as Exhibit "H".

Be advised that as per Ordinance No. 88-546, Contractor Registration, all persons who undertake or perform any construction, repair, tank installation or removal, roofing, remodeling, painting, demolition, rehabilitation, paving, landscaping, electrical, sprinklers, or any other non-residential work in Upper Merion Township, MUST register with the Township's "Safety and Codes Enforcement Department" for a Contractor Registration PRIOR to the start of the job and/or issuance of the required permits for the work being undertaken.

**UPPER MERION TOWNSHIP
GENERAL CONDITIONS – EXHIBIT "B" – CONT'D**

**FOR BIDS RELATING TO SALES OF GOODS AND MERCHANDISE
AND PROVISIONS OF SERVICE**

FEDERAL, STATE AND LOCAL LAWS AND ORDINANCES (CONT'D)

Registration includes filing an application along with the following requirements:

- i) Submittal of a current original Certificate of Insurance in the minimum amount of \$300,000.00 with Upper Merion Township as a certificate holder. Submittal of current Workers Compensation Insurance, or notarized affidavit for exemption of Workers Compensation Insurance requirements.*
- ii) Contractor Registration Fee of \$75.00 – Non-Residential Registrations*
- iii) Contractor performing work under contract for the Township, registration fee is waived.*
- iv) In addition, all applicants **MUST** register for a Business Privilege License (Ordinance 93-608) and be assigned a license number **PRIOR** to the issuance of the required Contractor Registration. License Fee for Business Privilege License is \$25.00.*

8. WARRANTY

The contractor shall guarantee the materials, equipment, parts and workmanship supplied to the Township against all defects (*whether in design, material or workmanship*) for a period of one (1) year from the date of accepted delivery. The contractor shall replace all defective parts or assemblies without cost to the Township. In addition, the contractor warrants the merchantable quality of the goods sold hereunder, and that such goods shall be fit for the purpose for which they were purchased. The aforementioned warranties are in addition to all express warranties contained in the Detailed Specifications and elsewhere, and any policy guarantees usually extended to the general public, and shall run to the benefit of the Township, the Township's employees, agents and purchasers.

9. CANCELLATIONS

Time is of the essence in the contract, and if delivery of goods or rendering of services is not completed by the time promised, the Township reserves the right, without liability, in addition to its other rights or remedies to terminate this contract by notice effective when received by the contractor, as to stated items not yet shipped or services not yet rendered and to purchase substitute items or services elsewhere and charge the contractor with any loss incurred. Any provisions herein for delivery of articles or the rendering of services by installation shall not be constituted as making

UPPER MERION TOWNSHIP
GENERAL CONDITIONS – EXHIBIT "B" – CONT'D

***FOR BIDS RELATING TO SALES OF GOODS AND MERCHANDISE
AND PROVISIONS OF SERVICE***

the obligations of the contractor severable. Shipments sent COD without the Township's written consent will not be accepted and will not be at the "Township's risk". Acceptance of any part of the order shall not bind the Township to accept future shipments, nor deprive it of the right to return goods already accepted.

10. PATENTS

The contractor undertakes and agrees to hold harmless, defend, and indemnify the Township and its employees at the contractor's own expense from and against all suits, actions, or proceedings of any nature and description in which the Township is made a defendant for actual or alleged infringement of any United States or foreign letters patent, trademark or copyright for or on account of the use of patents and appliances, products or processes or otherwise resulting from the use or sale of the items or work purchased under the contract. The contractor further agrees to pay and discharge all judgments or decrees which may be rendered in any suit, action or proceedings.

11. PROTECTION AGAINST LOSS

During delivery and installation of the materials and performance of the work, the contractor shall take all necessary precautions to prevent damage to and preserve property within or adjacent to the area in which the materials are to be delivered and installed and the work is to be performed. The contractor shall be responsible for all damage to property so situated. The contractor shall defend, indemnify and save harmless the Township from suits, actions, damages and costs of every name and description resulting from the delivery, installation, and assembly of materials and the performance of any work whether such suits, actions, damages to public property. The contractor may proceed to repair or otherwise restore such damaged or injured property if deemed necessary by the Township.

At all times during delivery, installation or assembly of materials and the performance of work, the contractor shall carry the following insurance:

- a) Workers' Compensation Insurance – as required by laws of the Commonwealth of Pennsylvania.
- b) Liability and Property Damage Insurance - \$100,000.00 per person and \$300,000.00 per accident for bodily injury; \$100,000.00 for each accident and \$300,000.00 aggregate coverage for property damage.

UPPER MERION TOWNSHIP

GENERAL CONDITIONS – EXHIBIT "B" – CONT'D

***FOR BIDS RELATING TO SALES OF GOODS AND MERCHANDISE
AND PROVISIONS OF SERVICE***

- c) Automobile - \$500,000.00 per person and \$1,000,000.00 each occurrence for bodily injury and \$200,000.00 each occurrence for property damage.

The contractor will provide to the Township a certificate or certificates of insurance in forms satisfactory to the Township for the aforementioned insurance coverage. Underground and collapse coverage is to be included in the same amount as the occurrence coverage in the property damage section of the liability insurance. To the extent that the Detailed Specifications provide for different coverage from this paragraph, the Detailed Specifications shall govern.

12. GRATUITIES

Neither any individual employed by the Township, nor any officer of the Township, shall be permitted to any share in any benefit that may arise from the contract. No gratuities in the form of entertainment, gifts, or other forms shall be offered or given by the contractor or any agent or representative of the contractor to any officer or employee or agent of the township with the view toward securing a contract or securing favorable treatment with respect to the awarding, amending or making of any determination with respect to the performance of such contract. The contractor is hereby notified that any employee, agent or officer of the Township who solicits or accepts any gratuities is not authorized by the Township to do so, and that the Township will not make payment under any contract with respect to gratuities which are extended. The Township may immediately terminate any contracts with the contractor if the Township finds that this section has been violated. In the event that a contractor is terminated under this section, the Township will have the right to pursue the same remedies against the contractor that could pursue in a breach of the contract.

13. ANTI-TRUST

The contractor and the Township recognize that in actual economic practices, overcharges by the contractor's suppliers resulting from violations of State and Federal anti-trust laws are in fact borne by the Township. As a part of the consideration for the award of the contract and intending to be legally bound, the contractor assigns to the Township, all right, title and interest in and to any claims that the contractor now has or may hereafter acquire under State and Federal anti-trust laws, relating to the goods or services which are the subject of the contract.

UPPER MERION TOWNSHIP
GENERAL CONDITIONS – EXHIBIT "B" – CONT'D

***FOR BIDS RELATING TO SALES OF GOODS AND MERCHANDISE
AND PROVISIONS OF SERVICE***

14. AMENDMENTS

No agreement or understanding to modify the contract shall be binding upon the Township unless in writing and signed by the Township's authorized agent. All specifications, drawings, and data submitted to the contractor in connection with the contract order are hereby incorporated herein and made a part hereof.

15. GOVERNING LAWS

The contractor shall be governed by and construed according to the laws of the Commonwealth of Pennsylvania.

UPPER MERION TOWNSHIP
DETAILED SPECIFICATIONS – EXHIBIT “C”

SCOPE OF WORK: It is the intention of these specifications to obtain a qualified sanitation hauling company to provide all equipment, materials and labor necessary to perform the services to the specified Township facilities. All services, or any portion thereof, are to be in compliance and in accordance of all Local, State and Federal regulations.

1. HOURS OF SCHEDULED PICKUP:

- a. The successful bidder shall schedule the pickup between the hours of 7:00 a.m. and 9:00 p.m. in accordance with Township Code.

ALL VIOLATIONS WILL BE DEALT WITH ACCORDING TO TOWNSHIP CODES AND ORDINANCES.

2. FACILITY LOCATIONS:

a. UPPER MERION TOWNSHIP GARAGE

Todd Lachenmayer, Highway Superintendent (610-279-9025)

Joe O'Donnell, Assistant Highway Superintendent (610-279-9025)

- i. 1.1 ONE (1) TWENTY (20) CUBIC YARD CONTAINER: The container will be used for the disposal of all types of trash, vehicle accident parts and debris found along the Township Roadways. This is a bi-weekly disposal.
- ii. #1A: RECYCLE – 1 Yard Small Comingle can will be used for the purpose of recycling.
- iii. 20 Yard Open Top: Emptied and returned every Friday.

The Superintendent or the Assistant Superintendent will contact the Contractor for scheduling the pickup of the twenty (20) cubic yard container.

b. UPPER MERION MUNICIPAL BUILDING

Lee Burks, Building Maintenance Superintendent (484-636-3874)

- i. 2.2 ONE (1) EIGHT (8) CUBIC YARD CONTAINER: The container will be utilized for the disposing of waste materials other than recyclables. The pickup shall be once a week unless notified by Building Maintenance personnel.
- ii. 2.2A ONE (1) EIGHT (8) CUBIC YARD CONTAINERS: The container will be utilized for the disposing of recyclables. The pickup shall be once a week unless notified by Building Maintenance personnel.

UPPER MERION TOWNSHIP
DETAILED SPECIFICATIONS – EXHIBIT “C” – (cont’d)

c. *NOR-VIEW FARM*

Bill Schutter, Parks and Shade Tree Superintendent (610-279-9545)

- i. 3.3 ONE (1) EIGHT (8) CUBIC YARD CONTAINER: The container will be utilized for the disposing of waste materials other than recyclables. The pickup shall be once a week unless notified by Building Maintenance personnel.
- ii. 3.3A ONE (1) EIGHT (8) CUBIC YARD CONTAINERS: The container will be utilized for the disposing of recyclables. The pickup shall be once a week unless notified by Building Maintenance personnel.

d. *MATSUNK WASTEWATER TREATMENT PLANT*

Robert McKernan, Superintendent (610-275-0688)

- i. ONE (1) SIX (6) CUBIC YARD CONTAINER: The container will be utilized for the disposing of waste materials other than recyclables. The pickup shall be bi-weekly.

e. *TROUT RUN WASTEWATER TREATMENT PLANT*

Richard Hoy, Superintendent (610-783-0848)

- i. ONE (1) SIX (6) CUBIC YARD CONTAINER: The container will be utilized for the disposing of waste materials other than recyclables. The pickup shall be bi-weekly.

f. *RECREATION CENTER*

Bill Schutter, Park and Shade Tree Superintendent (610-279-9545)

- i. 3.3 ONE (1) EIGHT (8) CUBIC YARD CONTAINER: The container will be utilized for the disposing of waste materials other than recyclables. The pickup shall be once a week unless notified by Building Maintenance personnel.
- ii. 3.3A ONE (1) EIGHT (8) CUBIC YARD CONTAINERS: The container will be utilized for the disposing of recyclables. The pickup shall be once a week unless notified by Building Maintenance personnel.

3. CONTRACT PERIOD: The contract shall commence January 10, 2019 to December 31, 2021.

UPPER MERION TOWNSHIP
DETAILED SPECIFICATIONS – EXHIBIT “C” – (cont'd)

4. **PAYMENT:** The successful Contractor must submit an invoice “Attention: Accounts Payable”, or by email to: acctspayable@umtownship.org in accordance with Upper Merion Township’s Accounts Payable schedule.
5. **TERMINATION OF CONTRACT:** Upper Merion Township Board of Supervisors reserve the right to terminate the Contract without cause. Should the Township decide to terminate the Contract, the Contractor shall receive written notification within two (2) weeks of such termination. Should the successful Contractor receive citations for Ordinance violations or misconduct, the Township shall notify the Contractor in writing and terminate the Contract within two (2) weeks. The second lowest bidder shall receive the opportunity to accept the Contract at their prices of the original proposal submission or reject the request. Should the second lowest bidder reject the request, the Township will request the Boards’ permission to advertise for the receipt of new proposals.
6. **CDL COMPLIANCE:** The Federal Government implicated the Commercial Driver’s License Compliance Act of 49 CFR Parts 40 and 382 requiring Contractors to test their drivers for drugs and alcohol at least once per year. The Contractors’ personnel shall comply and certify their program on Exhibit “H” – CDL Statement of Compliance. The Statement of Compliance shall be submitted prior to the renewal of the service period.
7. **CANCELLATION/ADDITIONAL LOCATIONS:** The Township reserves the right to cancel, add, or reduce the number of dumpster pickups or locations. The Township shall provide one (1) week notice before cancellation.

UPPER MERION TOWNSHIP
INSTRUCTIONS FOR NON-COLLUSION AFFIDAVIT – EXHIBIT “D”

1. This Non-Collusion Affidavit is material to any contract awarded pursuant to this bid. According to the Pennsylvania Anti Bid-Rigging Act, 73 P.S., subsection 1611 et seq., governmental agencies may require Non-Collusion Affidavits to be submitted together with bids.
2. This Non-Collusion Affidavit must be executed by the member, officer or employee of the bidder who makes the final decision on price(s) and the amount(s) quoted in the bid.
3. Bid rigging and other efforts to restrain competition, and the making of false sworn statements in connection with the submission of bids are unlawful and may be subject to criminal prosecution. The person who signs the Affidavit should examine it carefully before signing and assure himself or herself that each statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the bidder with responsibilities for the preparation, approval or submission of the bid.
4. In the case of a bid submitted by a joint venture, must be identified in the bid documents, and an Affidavit must be submitted separately on behalf of each party.
5. The term “complementary bid” as used in the Affidavit has the meaning commonly associated with that term in the bidding process, and includes the knowing submission of bids higher than the bid of another firm, any intentionally high or non-competitive bid, and any other form of bid submitted for the purpose of giving a false appearance of competition.
6. Failure to file an Affidavit in compliance with these instructions will result in disqualification of the bid.

**UPPER MERION TOWNSHIP
NON-COLLUSION AFFIDAVIT – EXHIBIT "D"**

STATE OF: Pennsylvania CONTRACT/BID NO.: _____
:S.S.
COUNTY OF: Bucks Waste Management of

I state that I am Vice President of Pennsylvania, Inc. authorized
(Title) (Name of Firm)
to make this affidavit on behalf of my firm, and its owners, directors, and officers. I am the person responsible in my firm for the prices(s) and the amount of this bid.

I state that:

1. The price(s) and amount of this bid have been arrived at independently and without consultation, communication or agreement with any other contractor, bidder or potential bidder.
2. Neither the price(s) nor the amount of this bid, and neither the approximate price(s) nor approximate amount of this bid, have been disclosed to any other firm or person who is a bidder or potential bidder, and they will not be disclosed before bid opening.
3. No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a bid higher than this bid, or to submit any intentionally high or non-competitive bid or other form of complementary bid.
4. The bid of my firm is mad in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other non-competitive bid.
5. Waste Management of Pennsylvania, Inc., is affiliates, subsidiaries, officers,
(Name of Firm)

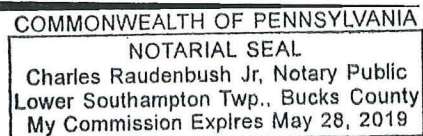
directors and employees are not currently under investigation by governmental agency and have not in the last four years been convicted or found liable for any act prohibited by State of Federal Law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:
Waste Management of

I state that Pennsylvania, Inc. understands and acknowledges that
(Name of Firm)
the above representations are material and important, and will be relied on by Upper Merion Township in awarding the contract(s) for which
(Name of Public Entity)
this bond is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from Upper Merion Township of the true facts relating to the
(Name of Public Entity)
submission of bids for this contract.


(Signature)
Thomas E. Utermark, Vice President
(Position in Company)



SWORN TO AND SUBSCRIBED
BEFORE ME THIS 21 DAY OF November 2018.



UPPER MERION TOWNSHIP

CONSENT OF SURETY – EXHIBIT “E”

Evergreen National Indemnity Company
(Name of Insurance Company)
6140 Parkland Boulevard, Suite 321, Mayfield Heights, OH 44124
(Address)

duly qualified to transact business in the State of Pennsylvania hereby agrees that if
Waste Management of Pennsylvania, Inc. is the successful bidder for
(Name of Bidder)

2019-2021 Trash/Recycle Services for Township Facilities
(Describe Contract Work)

it as Surety will provide the Bidder with such bonds in such amounts as are required in
the advertisement and in the specifications.

Signed, sealed and dated this 21st day of November, 2018.

Evergreen National Indemnity Company
(Name of Insurance Company)

By: Denise M. Fodor
Denise M. Fodor *(Attorney in Fact)*

Note: Be sure to attach proof of Power of Attorney of current date.

EVERGREEN NATIONAL INDEMNITY COMPANY

MAYFIELD HEIGHTS, OH

POWER OF ATTORNEY

POWER NO.: BID CONSENT

KNOW ALL MEN BY THESE PRESENTS: That the Evergreen National Indemnity Company, a corporation in the State of Ohio does hereby nominate, constitute and appoint: ***Denise M. Fodor***

its true and lawful Attorney(s)-In-Fact to make, execute, attest, seal and deliver for and on its behalf, as Surety, and as its act and deed, where required, any and all bonds, undertakings, recognizances and written obligations in the nature thereof.

This Power of Attorney is granted and is signed by facsimile pursuant to the following Resolution adopted by its Board of Directors on the 23rd day of July, 2004:

"RESOLVED, That any two officers of the Company have the authority to make, execute and deliver a Power of Attorney constituting as Attorney(s)-in-fact such persons, firms, or corporations as may be selected from time to time. FURTHER RESOLVED, that the signatures of such officers and the Seal of the Company may be affixed to any such Power of Attorney or any certificate relating thereto by facsimile; and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company; and any such powers so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached."

IN WITNESS WHEREOF, the Evergreen National Indemnity Company has caused its corporate seal to be affixed hereunto, and these presents to be signed by its duly authorized officers this 1st day of December, 2014.

EVERGREEN NATIONAL INDEMNITY COMPANY



By: *Matthew T. Tucker*
Matthew T. Tucker, President

By: *David A. Canzone*
David A. Canzone, CFO

Notary Public)
State of Ohio) SS:

On this 1st day of December, 2014, before the subscriber, a Notary for the State of Ohio, duly commissioned and qualified, personally came Matthew T. Tucker and David A. Canzone of the Evergreen National Indemnity Company, to me personally known to be the individuals and officers described herein, and who executed the preceding instrument and acknowledged the execution of the same and being by me duly sworn, deposed and said that they are the officers of said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of said Corporation, and that the resolution of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at Cleveland, Ohio, the day and year above written.



PENNY M HAMM
NOTARY PUBLIC
STATE OF OHIO
Comm. Expires
04-04-2022

Penny M. Hamm
Penny M. Hamm, Notary Public
My Commission Expires April 4, 2022

State of Ohio) SS:

I, the undersigned, Secretary of the Evergreen National Indemnity Company, a stock corporation of the State of Ohio, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore that the Resolution of the Board of Directors, set forth herein above, is now in force.

Signed and sealed in Mayfield Hts, Ohio this 21st day of November 2018



Wan C. Collier
Wan C. Collier, Secretary

Bid Bond

BOND NO. 869890

KNOW ALL MEN BY THESE PRESENTS that we,

WASTE MANAGEMENT OF PENNSYLVANIA, INC. 1000 New Ford Mill Road, Morrisville, PA 19067, as Principal, hereinafter called the Principal, and

EVERGREEN NATIONAL INDEMNITY COMPANY, 6140 Parkland Boulevard, suite 321, Mayfield Heights, OH 44124, a corporation duly organized under the laws of the state of Ohio, as Surety, hereinafter called Surety, are held and firmly bound unto

UPPER MERION TOWNSHIP, 175 West Valley Forge Road, King of Prussia, PA 19406, as Obligee, hereinafter called the Obligee, in the sum of Ten Percent of Total Amount Bid Dollars (10% TAB), 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, by these presents.

WHEREAS, the Principal is herewith submitting a bid or proposal for 2019-2021 TRASH/RECYCLE SERVICES FOR TOWNSHIP FACILITIES.

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, or if a different penalty is required in the bidding documents, pay to the Obligee the penalty as required in the bidding documents not to exceed the penalty hereof, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed, sealed and executed this 21ST day of NOVEMBER, 2018.

WASTE MANAGEMENT OF PENNSYLVANIA, INC.

Principal

By: David L. Reed

David L. Reed
Vice President and Treasurer

Witness: Olinda Campos

Olinda Campos

EVERGREEN NATIONAL INDEMNITY COMPANY

Surety

By: Denise M. Fodor

Denise M. Fodor, Attorney-In-Fact

Witness: Patricia A. Temple

Patricia A. Temple

EVERGREEN NATIONAL INDEMNITY COMPANY

MAYFIELD HEIGHTS, OH

POWER OF ATTORNEY

POWER NO. 869890

KNOW ALL MEN BY THESE PRESENTS: That the Evergreen National Indemnity Company, a corporation in the State of Ohio does hereby nominate, constitute and appoint: ***Denise M. Fodor***

its true and lawful Attorney(s)-In-Fact to make, execute, attest, seal and deliver for and on its behalf, as Surety, and as its act and deed, where required, any and all bonds, undertakings, recognizances and written obligations in the nature thereof.

This Power of Attorney is granted and is signed by facsimile pursuant to the following Resolution adopted by its Board of Directors on the 23rd day of July, 2004:

"RESOLVED, That any two officers of the Company have the authority to make, execute and deliver a Power of Attorney constituting as Attorney(s)-in-fact such persons, firms, or corporations as may be selected from time to time.
FURTHER RESOLVED, that the signatures of such officers and the Seal of the Company may be affixed to any such Power of Attorney or any certificate relating thereto by facsimile; and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company; and any such powers so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached."

IN WITNESS WHEREOF, the Evergreen National Indemnity Company has caused its corporate seal to be affixed hereunto, and these presents to be signed by its duly authorized officers this 1st day of December, 2014.

EVERGREEN NATIONAL INDEMNITY COMPANY



By: *Matthew T. Tucker*
Matthew T. Tucker, President

By: *David A. Canzone*
David A. Canzone, CFO

Notary Public)
State of Ohio) SS:

On this 1st day of December, 2014, before the subscriber, a Notary for the State of Ohio, duly commissioned and qualified, personally came Matthew T. Tucker and David A. Canzone of the Evergreen National Indemnity Company, to me personally known to be the individuals and officers described herein, and who executed the preceding instrument and acknowledged the execution of the same and being by me duly sworn, deposed and said that they are the officers of said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of said Corporation, and that the resolution of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at Cleveland, Ohio, the day and year above written.



PENNY M HAMM
NOTARY PUBLIC
STATE OF OHIO
Comm. Expires
04-04-2022

Penny M. Hamm
Penny M. Hamm, Notary Public
My Commission Expires April 4, 2022

State of Ohio) SS:

I, the undersigned, Secretary of the Evergreen National Indemnity Company, a stock corporation of the State of Ohio, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore that the Resolution of the Board of Directors, set forth herein above, is now in force.

Signed and sealed in Mayfield Hts, Ohio this 21st day of November 2018



Wan C. Collier
Wan C. Collier, Secretary



COMMONWEALTH OF PENNSYLVANIA
INSURANCE DEPARTMENT

CERTIFICATE OF AUTHORITY

Casualty

Effective Date: April 1, 2018

EVERGREEN NATIONAL INDEMNITY COMPANY

NAIC NO. 12750

HAS COMPLIED WITH THE REQUIREMENTS OF THE LAWS OF THE COMMONWEALTH OF PENNSYLVANIA RELATING TO ADMISSION IN SAID COMMONWEALTH FOR THE PURPOSE OF TRANSACTING INSURANCE BUSINESS IN PENNSYLVANIA AND THAT THE ABOVE NAMED COMPANY IS HEREBY AUTHORIZED TO TRANSACT THE BUSINESS OF:

Auto Liability 40 P.S. s 382(c)(11)

Burglary and Theft 40 P.S. s 382(c)(6)

Elevator 40 P.S. s 382(c)(9)

Glass 40 P.S. s 382(c)(3)

Livestock 40 P.S. s 382(c)(10)

Ocean Marine 40 P.S. s 382(b)(3)

Personal Property Floater 40 P.S. s 382(c)(13)

Water Damage 40 P.S. s 382(c)(8)

Boiler and Machinery 40 P.S. s 382(c)(5)

Credit 40 P.S. s 382(c)(7)

Fidelity and Surety 40 P.S. s 382(c)(1)

Inland Marine and Physical Damage 40 P.S. s 382(b)(2)

Mine and Machinery 40 P.S. s 382(c)(12)

Other Liability 40 P.S. s 382(c)(4)

Property and Allied Lines 40 P.S. s 382(b)(1)

Workers Compensation 40 P.S. s 382(c)(14)

FOR THE YEAR ENDING MARCH 31, 2019 IN ACCORDANCE WITH ITS CHARTER AND IN CONFORMITY WITH THE LAWS OF SAID COMMONWEALTH OF PENNSYLVANIA.



IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL, THE DATE AND YEAR FIRST ABOVE WRITTEN.

Jessica K. Altman
INSURANCE COMMISSIONER



Evergreen National Indemnity Company

Certificate

2017

The following financial information was obtained from the Statutory Annual Statement filed by Evergreen National Indemnity Company with the Ohio Department of Insurance.

STATEMENT OF INCOME

Direct Written Premium	\$ 32,539,671
Reinsurance Assumed	3,234,129
Reinsurance Ceded	(24,106,162)
Net Written Premium	11,667,638
Change in Unearned	(2,250)
Net Earned Premium	11,665,388
Losses & LAE Incurred	900,047
Net Commission Expense	4,838,495
Other Expenses	3,141,023
Underwriting Gain/ (Loss)	2,785,823
Net Investment Income	1,772,613
Net Realized Capital Gains (Loss)	624,880
Other Income/ (Expense)	9,024
Income Before FIT	5,192,340
Federal Income Tax	1,402,018
Net Income	3,790,322

BALANCE SHEET

<u>Assets</u>	
Invested Assets	45,656,519
Uncollected premium and agents' balances	1,636,605
Reinsurance Recoverable	256,413
Other Assets	538,488
Total Assets	48,088,025
<u>Liabilities & Surplus</u>	
Unearned Premium Reserve	5,395,140
Loss & LAE Reserves	4,571,581
Ceded Reinsurance Payable	2,576,252
Other Liabilities	1,092,819
Total Liabilities	13,635,792
Surplus	34,452,233
Total Liabilities & Surplus	48,088,025

I hereby certify that the above information is that contained in the Statutory Annual Statement filed by Evergreen National Indemnity Company with the Ohio Department of Insurance for the year ending December 31, 2017.



David A. Canzone, Treasurer

**UPPER MERION TOWNSHIP
AGREEMENT-EXHIBIT "F"**

***INDEPENDENT CONTRACTOR/PROFESSIONAL SERVICES
SALES OF GOODS AND MERCHANDISE AGREEMENT***

THIS AGREEMENT, entered into on this 7th day of December, 2018 by and between Upper Merion Township (Township), and Waste Management of Pennsylvania, Inc. Independent Contractor/Business or a corporation organized under the laws of "Commonwealth of PA" ("I.C.").

WITNESSETH

WHEREAS, Township requested proposals for construction, sales of goods, merchandise or supply materials, products or perform a service, which Request for Proposal is attached as Exhibit "A" and incorporated herein;

WHEREAS, I.C. submitted a Proposal to the Township, attached hereto as Exhibit "B" and incorporated herein, and desires to provide services under the Proposal in accordance with the terms and conditions of said Proposal and the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and intending to be legally bound hereby, the parties hereto agree as follows:

1. SCOPE OF SERVICES

In accordance with the terms and conditions of this Agreement, I.C. agrees to perform the following services for the Township, as set forth expressly in the Proposal:

- a. 2019-2021 TRASH/RECYCLE SERVICES FOR TOWNSHIP FACILITIES CONTRACT
- b. RECEIVED WEDNESDAY, JANUARY 2, 2019

2. TIME OF PERFORMANCE

I.C. shall perform services in accordance with the time schedules set forth as Exhibit "C" to this Agreement and incorporated herein. I.C. shall begin performance of services as specified on the "WRITTEN NOTICE TO PROCEED". I.C. shall complete its services for each specified item on Exhibit "C" at the time specified on Exhibit "C", or listed on the proposal form Exhibit "A".

3. PRICE AND PAYMENT

I.C. shall perform the work required under this Agreement for a price awarded by the Board of Supervisors ("hereinafter the "Total Contract Price"). Payment for services will be governed by the following terms:

- a. Invoices submitted in accordance with payment schedule.

**UPPER MERION TOWNSHIP
AGREEMENT-EXHIBIT "F"**

***INDEPENDENT CONTRACTOR/PROFESSIONAL SERVICES
SALES OF GOODS AND MERCHANDISE AGREEMENT (CONT'D)***

4. TERM

This Agreement will **COMMENCE ON THURSDAY, JANUARY 10, 2019 AND EXPIRE ON THURSDAY, DECEMBER 31, 2021.** This Agreement is effective as of the date signed by both parties and shall continue in effect until cancelled by either party upon written notice to the other party.

5. TERMINATION

- a. **Termination for Cause.** This Agreement may be immediately terminated by the Township, in whole or in part, for cause. "Cause shall include: (i) I.C.'s failure to perform services specified in the Agreement within the time specified by the Township; (ii) I.C.'s failure to perform services specified in this Agreement in the manner agreed upon by the Parties; or (iii) I.C.'s failure to perform services specified in the Agreement at a level of quality satisfactory to the Township.

The termination date shall be the earlier of the date of issuance of notice transmitted by facsimile, receipt of notice transmitted by overnight mail or express delivery, or the third business day after mailing a notice by regular or certified mail. Said notice shall specify the extent to which performance of the work under this Agreement is terminated. A determination of cause shall be made by the Township within its sole discretion.

In the event that the Township terminate this Agreement in whole or in part pursuant to Section 5(a), the Township may procure, upon such terms and in such manner as the Township may deem appropriate, services similar to those so terminated, and I.C. shall be liable to the Township for any costs for such similar services beyond the cost that the Township would have incurred had I.C. performed such services; provided that I.C. shall continue the performance of this Agreement to the extent not terminated under the provision of the Section.

If this Agreement is terminated for cause, the Township may in its discretion withhold payment to I.C. for any activities which upon review and in good faith, the Township concludes did not contribute to the progress of services to be rendered.

- b. **Termination Without Cause.** This Agreement may be terminated, in whole or in part, without cause by either party with **THIRTY (30)** days after the date of notice transmitted by any of the means set forth in Section 5(a). During the **THIRTY (30)** day notice period, the parties agree to continue to perform their respective duties and obligations under this Agreement.

UPPER MERION TOWNSHIP
AGREEMENT-EXHIBIT "F"

INDEPENDENT CONTRACTOR/PROFESSIONAL SERVICES
SALES OF GOODS AND MERCHANDISE AGREEMENT (CONT'D)

In the event of termination under either Section 5(a) or Section 5(b), the Township may require I.C. to transfer title to and deliver to the Township such documents that I.C. has in its possession in connection with the performance of the Agreement.

6. INDEPENDENT CONTRACTOR RELATIONSHIP

I.C. is an independent contractor and is not an employee, servant, agent, partner or joint venture of the Township. The Township shall determine the work to be done by I.C., but I.C. shall determine the legal means by which it accomplishes the work specified by the Township. The Township is not responsible for withholding, and shall not withhold, taxes of any kind from any payments which it owes to I.C.

7. WORK PRODUCT

The Township shall have the absolute right to receive and to use all written reports, work sheets, statements, studies and other work product of similar nature which are prepared by I.C. in connection with this Agreement and may use the materials or information for any official purpose and in whatever manner it deems desirable and appropriate, including disclosure to the general public. Such use shall be without any additional payment or approval by I.C., and I.C. relinquishes any and all rights to copyright such data produced pursuant tot his Agreement.

8. QUALITY OF WORK

All work performed by I.C. shall be of the highest standards of the profession, and I.C. shall give the work of the Township its fullest attention.

9. INSURANCE

I.C. shall furnish the Township with current certificates of coverage of I.C. and proof of payment of I.C. for workers' compensation insurance, general liability insurance, motor vehicle insurance and such other insurance as the Township may require, with limits of liability as set forth in the Request for Proposal, attached hereto as Exhibit "A", to insurance against any and all liabilities, claims settlements, judgments, awards and verdicts which may arise out of performance of this Agreement.

10. RISK

I.C. shall perform all services at its own risk. I.C. agrees to indemnify, defend and save harmless the Township and the Township's agencies, officers, agents and employees, from and in connection with any and all liabilities, claims, damages, costs, losses, settlements, judgments, awards and verdicts arising out of or accruing in connection with or resulting from the performance of this Agreement. I.C. obligations under this section include but shall not be limited to the insurance obligations of I.C. under Section 9.

UPPER MERION TOWNSHIP
AGREEMENT-EXHIBIT "F"

INDEPENDENT CONTRACTOR/PROFESSIONAL SERVICES
SALES OF GOODS AND MERCHANDISE AGREEMENT (CONT'D)

11.ASSIGNMENT

The rights and obligations under this Agreement may not be assigned, either in whole or in part, without the consent of the Township.

12.BUSINESS TERMINATION

In the event that I.C. shall cease conducting business in the normal course, become insolvent, make a general assignment for the benefit of creditors, suffer or permit the appointment of a receiver for its business or assets or avail itself or become subject to any proceeding under the Federal Bankruptcy Code or any other statute of the United States or state relating to insolvency or protection of rights of creditors, then, at the option of the Township, this Agreement shall terminate, except that the Township shall make payments for the work performed hereunder before such termination, and any property or rights of the Township, tangible or intangible, shall be returned to the Township forthwith.

13.COVENANT AGAINST GRATUITIES

No gratuities in the form of entertainment, gifts or other forms have been or may be offered or given by I.C. or any agent or representative of I.C. to any officer or employee or agent of the Township with a view towards securing contract favorable treatment with respect to the awarding or amending of, or the making of any determination with respect to the performance of, this contract.

14.COMPLIANCE WITH LAWS

I.C. and all subcontractors of I.C. shall at all times observe and comply with all federal, state and local laws, ordinances and regulations in any manner affecting the conduct of the work or the subject matter of this Agreement, or applicable to employees doing the work, or for which liability may accrue from any violation thereof. I.C. shall also comply with all orders or decrees that have been promulgated or enacted or that may be promulgated or enacted by any legal bodies or tribunals having authority or jurisdiction over the work, materials, employees or contract. I.C. must possess a valid waste hauling permit.

15.CONSENT TO BREACH NOT WAIVER

No terms or provisions of this Agreement shall be deemed waived and not breach excused, unless such waiver or consent shall be in writing and signed by the parties hereto. Any consent by the Township to or waiver of a breach by I.C., whether expressed or implied, shall not constitute consent to, waiver or excuse for any other different or subsequent breach.

**UPPER MERION TOWNSHIP
AGREEMENT-EXHIBIT "F"**

***INDEPENDENT CONTRACTOR/PROFESSIONAL SERVICES
SALES OF GOODS AND MERCHANDISE AGREEMENT (CONT'D)***

16.LAW

This Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Pennsylvania and the United States of America.

17.CONTRACT INTEGRATION

This Agreement constitutes the entire Agreement between the parties, together with the "Exhibits" incorporated herein. Terms and conditions of the Agreement shall prevail over any other terms and conditions found in any order, invoice or other documents submitted by I.C. to the Township.

18.AMENDMENTS

Any changes in the terms and conditions of this Agreement, including changes in the contract price or scope of service, shall be effective only when incorporated in any written amendment to this Agreement executed by the parties.

19.NOTICES

Any notices required or permitted under this Agreement shall be in writing, delivered by hand with written confirmation of receipt, by facsimile with acknowledgement of same, by overnight delivery or certified mail (return receipt requested), addressed as follows:

a. To the Township at:

**SALLY SLOOK
ACTING TOWNSHIP MANAGER
UPPER MERION TOWNSHIP
175 WEST VALLEY FORGE ROAD
KING OF PRUSSIA, PA 19406**

b. To I.C. at:

**UPPER MERION TOWNSHIP
AGREEMENT-EXHIBIT "F"**

***INDEPENDENT CONTRACTOR/PROFESSIONAL SERVICES
SALES OF GOODS AND MERCHANDISE AGREEMENT (CONT'D)***

Except as provided otherwise in this Agreement, all notices under this Agreement shall be deemed duly given upon delivery, if delivered by hand with written acknowledgement of receipt or facsimile with response of same or overnight delivery or on the date given on the certified mail receipt, or on the third business day after posting if no date is indicated on the receipt or if the certified mail item is not claimed.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date shown below.

TOWNSHIP OF UPPER MERION

ATTEST:

BY: _____

BY:  _____

TITLE: *Acting Secretary/Treasurer and Township Manager*

(AFFIX CORPORATE SEAL)

CONTRACTOR:

SIGNATURES:

ATTEST:  _____

BY:  _____

PRINT NAME:

Thomas E. Utermark

Rafael Carrasco

TITLE: Assistant Secretary

TITLE: President

DATE: 12/30/18

(AFFIX CORPORATE SEAL)

UPPER MERION TOWNSHIP
WORKERS' COMPENSATION INSURANCE COVERAGE INFORMATION –
EXHIBIT "G"

- A. The applicant is
A contractor within the meaning of the Pennsylvania Workers' Compensation Law Yes No
If the answer is "Yes", complete Sections "B" and "C" below as appropriate.
-

B. Insurance Information

Name of Applicant: Waste Management of Pennsylvania, Inc.

Federal or State Employer Identification No.: 25-1232336

Applicant is a qualified self-insurer for workers' compensation.

Certificate attached

Name of Workers' Compensation Insurer: See Attached Certificate

Workers' Compensation Insurance Policy No.: _____

Certificate attached

Policy Expiration Date: 1/1/19

C. Exemption

Complete Section "C" if the applicant is contractor claiming exemption from providing workers' compensation insurance.

The undersigned swears or affirms that he/she is not required to provide workers' compensation insurance under the provisions of Pennsylvania Workers' Compensation Law for one of the following reasons, as indicated:

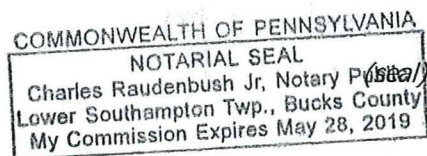
Contractor with no employees. Contractor prohibited by law from employing any individual to perform work pursuant to this building permit unless contractor provides proof of insurance to the township.

Religious exemption under the Workers' Compensation Law.

Subscribed and sworn to before me this
21 day of November 2018.

Charles Raudenbush Jr.
(Signature of Notary Public)

My commission expires: _____



Signature of applicant: *Thomas E. Utermark* Thomas E. Utermark
Vice President

Address: 1000 New Ford Mill Road
Morrisville, PA 19067

County of: Bucks

Municipality of: Morrisville

UPPER MERION TOWNSHIP
COMMERCIAL DRIVER'S LICENSE COMPLIANCE – EXHIBIT "H"

CDL PROGRAM
CONTRACTOR'S STATEMENT OF COMPLIANCE

Due to the nature of the work which this Contractor may perform for Upper Merion Township, the Contractor must use employees who perform safety sensitive functions for which a Commercial Drivers License (CDL) is typically required. Under federal Department of Transportation regulations (49 CFR Parts 40 and 382), the Contractor is responsible for implementing a drug and alcohol testing program for these employees. Prior to being awarded any contract by Upper Merion Township, and every six months thereafter of the contract, this Contractor must certify its compliance with these regulations to Upper Merion Township by signing the form below.

This hereby certifies that on November 21, 2018,

Waste Management of Pennsylvania, Inc.
(Name of Contractor)

did provide Upper Merion Township with the following information attesting to the Contractor's current participation in a qualified drug and alcohol testing program.

Testing Program eScreen, Inc. (Waste Management Third Party Administrator)
Program Contact Person Dan McDonald
Address 2301 N. Parham Road, Suite 5
Post Office Richmond
Phone No 804.916.3431 State VA Zip 23229



Contractor's Signature

Thomas E. Utermark, Vice President
Contractor's Printed Name

**NOTE: AN ORIGINAL SIGNED COPY OF THIS FORM
MUST BE RETAINED BY UPPER MERION TOWNSHIP
WITH THIS CONTRACT.**

UPPER MERION TOWNSHIP
WORKERS' COMPENSATION INSURANCE COVERAGE INFORMATION –
EXHIBIT "G"

A. The applicant is
A contractor within the meaning of the Pennsylvania Workers' Compensation
Law Yes No
If the answer is "Yes", complete Sections "B" and "C" below as appropriate.

B. Insurance Information

Name of Applicant: Waste Management of Pennsylvania, Inc.

Federal or State Employer Identification No.: 25-1232336

Applicant is a qualified self-insurer for workers' compensation.

Certificate attached

Name of Workers' Compensation Insurer: See Attached Certificate

Workers' Compensation Insurance Policy No.: _____

Certificate attached

Policy Expiration Date: 1/1/19

C. Exemption

Complete Section "C" if the applicant is contractor claiming exemption from providing workers' compensation insurance.

The undersigned swears or affirms that he/she is not required to provide workers' compensation insurance under the provisions of Pennsylvania Workers' Compensation Law for one of the following reasons, as indicated:

Contractor with no employees. Contractor prohibited by law from employing any individual to perform work pursuant to this building permit unless contractor provides proof of insurance to the township.

Religious exemption under the Workers' Compensation Law.

Subscribed and sworn to before me this
21 day of November 2018.

[Signature]
(Signature of Notary Public)

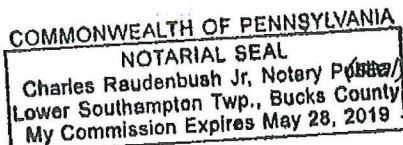
My commission expires: _____

[Signature] Thomas E. Utermark
Vice President

Signature of applicant: _____
Address: 1000 New Ford Mill Road
Morrisville, PA 19067

County of: Bucks

Municipality of: Morrisville



UPPER MERION TOWNSHIP
COMMERCIAL DRIVER'S LICENSE COMPLIANCE – EXHIBIT "H"

CDL PROGRAM
CONTRACTOR'S STATEMENT OF COMPLIANCE

Due to the nature of the work which this Contractor may perform for Upper Merion Township, the Contractor must use employees who perform safety sensitive functions for which a Commercial Drivers License (CDL) is typically required. Under federal Department of Transportation regulations (49 CFR Parts 40 and 382), the Contractor is responsible for implementing a drug and alcohol testing program for these employees. Prior to being awarded any contract by Upper Merion Township, and every six months thereafter of the contract, this Contractor must certify its compliance with these regulations to Upper Merion Township by signing the form below.

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Waste Management of Pennsylvania, Inc.
(Name of Contractor)

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Testing Program eScreen, Inc. (waste management third party Administrator)
Program Contact Person Dan McDonald
Address 2301 N. Parkham Road, Suite 5
Post Office Richmond
Phone No 804.916.3431 State VA Zip 23229



Contractor's Signature

Thomas E. Utermark, Vice President
Contractor's Printed Name

**NOTE: AN ORIGINAL SIGNED COPY OF THIS FORM
MUST BE RETAINED BY UPPER MERION TOWNSHIP
WITH THIS CONTRACT.**



CERTIFICATE OF LIABILITY INSURANCE

1/1/2020

DATE (MM/DD/YYYY)

12/4/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

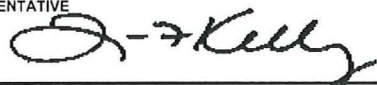
PRODUCER LOCKTON COMPANIES 3657 BRIARPARK DRIVE, SUITE 700 HOUSTON TX 77042 866-260-3538	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : ACE American Insurance Company		22667
INSURER B : Indemnity Insurance Co of North America		43575
INSURER C : ACE Fire Underwriters Insurance Company		20702
INSURER D :		
INSURER E :		
INSURER F :		

COVERAGES CERTIFICATE NUMBER: 10746358 REVISION NUMBER: XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU INCLUDED <input checked="" type="checkbox"/> ISO FORM CG00010413 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y	Y	HDO G71212993	1/1/2019	1/1/2020	EACH OCCURRENCE	\$ 5,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 5,000,000
							MED EXP (Any one person)	\$ XXXXXXXX
							PERSONAL & ADV INJURY	\$ 5,000,000
							GENERAL AGGREGATE	\$ 6,000,000
							PRODUCTS - COMP/OP AGG	\$ 6,000,000
								\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> MCS-90 <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	MMT H2527863A	1/1/2019	1/1/2020	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$ XXXXXXXX
							BODILY INJURY (Per accident)	\$ XXXXXXXX
							PROPERTY DAMAGE (Per accident)	\$ XXXXXXXX
								\$ XXXXXXXX
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	Y	Y	XOO G27929242 004	1/1/2019	1/1/2020	EACH OCCURRENCE	\$ 15,000,000
							AGGREGATE	\$ 15,000,000
								\$ XXXXXXXX
B A C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WLR C65435846 (AOS) WLR C65435809 (CA & MA) SCF C65435883 (WI)	1/1/2019 1/1/2019 1/1/2019	1/1/2020 1/1/2020 1/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$ 3,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 3,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 3,000,000
A	<input checked="" type="checkbox"/> EXCESS AUTO LIABILITY	Y	Y	XSA H25278598	1/1/2019	1/1/2020	COMBINED SINGLE LIMIT \$9,000,000 (EACH ACCIDENT)	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 BLANKET WAIVER OF SUBROGATION IS GRANTED IN FAVOR OF CERTIFICATE HOLDER ON ALL POLICIES WHERE AND TO THE EXTENT REQUIRED BY WRITTEN CONTRACT WHERE PERMISSIBLE BY LAW. CERTIFICATE HOLDER IS NAMED AS AN ADDITIONAL INSURED (EXCEPT FOR WORKERS' COMP/EL) WHERE AND TO THE EXTENT REQUIRED BY WRITTEN CONTRACT. ADDITIONAL INSURED IN FAVOR OF UPPER MERION TOWNSHIP BOARD OF SUPERVISORS (ON ALL POLICIES EXCEPT WORKERS' COMPENSATION/EL) WHERE AND TO THE EXTENT REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER	CANCELLATION
10746358 UPPER MERION TOWNSHIP 175 WEST VALLEY FORGE ROAD KING OF PRUSSIA PA 19406	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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