MS-944 (7-09)



# AND CONTRACT (WHEN EXECUTED)

**INSTRUCTIONS ON PAGE 4** 

THIS PROPOSAL INCLUDES **INSTRUCTIONS TO BIDDERS** 

Α.	DEPOS	SIT OF PROPOSALS.					
	Δil en	velopes containing Bid proposals shall	Twp of E. Fallowfield, 2nd Class				
	be cle	early marked "Bid Proposal for letting of					
		August 27, 2012 ."					
		DATE	Denise Miller				
			SECRETARY				
		d Proposals will be received on or before	© 0064 Ctrackura Road				
12	:00 PM	on the above Letting Date.	2264 Strasburg Road East Failowfield, PA 19320				
	TIME		ADDRESS				
	Ride v	will be opened and read at approximately	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,				
12	:00 PM	, on the above Letting Date.	PROPOSALS MUST BE MAILED OR OTHERWISE				
	TIME	, 011 1110 1100 10 10 111113	DELIVERED TO THE ABOVE ADDRESS.				
The contractor proposes to furnish and deliver all materials (including Form CS-41 CERTIFICATE OF COMPLIANCE and/ or TR-465 DAILY BITUMINOUS MIXTURE CERTIFICATION) and to do and perform all work on the following project as more set forth in the Schedule of Prices (Attachment), in accordance with drawings and specifications on file at Twp of E. Fallowfield, 2nd Class as well as the suppart and special requirements contained herein and/ or attached hereto and current Pen Specifications (Publication 408), except (a) bidders need not be prequalified by Pen (Sec.102.01), and (b) Volumetric testing of bituminous paving materials is not required.  If designated as the successful bidder, the contractor will begin work on the date spenotice to proceed, or as otherwise provided in the special requirements, and will							
complete all work within see attachment 1-A calendar days.							
	3	Accompanying this proposal is a certified cl	neck or bid bond in the amount of Ten(10) Percent rosal guarantee which, it is understood, will be bly with the requirements of the proposal.				
3. PR	OPOSA	Downington	Doad  DA 1933 S  SOF CONTRACTOR				
		CONTRACTORS C	ERTIFICATION				
It is hereby certified as follows:							
	1	The only person interested in the proposal a Robert Bure	is principal (s) is (are): (Ki Fr., President				
	2	None of the above persons are employees	of the municipality.				
	3	This proposal is made without collusion with					
	~	The second secon					

All plans and specifications referred to above and the site of the work have been examined by the contractor. The contractor understands that the quantities indicated herein are approximate and are subject to change as may be required; and that all work is payable on the basis of the

- The contractor will comply with all requirements of the laws and implementing regulations of the Commonwealth of Pennsylvania and the United States relating to human relations, equal opportunity and non-discrimination in employment, and will pay to workmen employed in the performance of the contract the wages to which they may be entitled.
- The contractor will provide the municipality with a performance bond, conditioned upon the faithful performance of the contract in accordance with the plans, specifications and conditions thereof, and a payment bond, conditioned on the prompt payment of all material furnished and labor supplied or performed in the prosecution of the work, in accordance with the Public Works Contractors' Bond Law of 1967; and an affidavit accepting the provisions of the Workmen's Compensation Act of 1915, as amended.

Dan Malloy Paring, Inc.								
CONTRACTOR								
BY: Polit Buresk, tr. President								
WITNESSED OR ATTESTED BY: Jane Power DATE: 9/10/12 TITLE: Jayre Bureski, Secretory								
TO BE EXECUTED ONLY IN THE EVENT THE ABOVE PROPOSAL IS ACCEPTED								
ACCEPTED ON : 8 28 12								
East Falloufield Tourship								
BY: Cle Cle TITLE: Supervisor								
BY: TITLE: SAPETE APT								
SEAL BY: TITLE: SUPENISM								
ATTESTED BY: Denuse Millar, Tourship Secretary								

## . (5-06)

#### SPECIAL PROVISIONS TO CONTRACT MS-944 (Attachment 1-A) CONTAINS IMPORTANT INFORMATION FOR THE CONTRACTOR

)prior to start of project.

.)

The Prime Contractor and subcontractors must comply with all of the following provisions that are marked with an "X".

( Maintenance and Protection of Traffic to comply with current MUTCD, Publication 212 and Publication 213.)

X CS-4171 Certificate of Compliance and/ or TR-465 Daily Bituminous Mixture Certification required for all materials.

X municipality

X municipality

five working days prior to start of project.

Need Bill of Lading for each shipment of bituminous material per Section 702.1(c) of Specifications 408.

X Work to be completed on or before 10/15/2012 . After 10/15/2012 Liquidated damages apply at

X Traffic Control and Safety Devices to be provided by the Contractor.

X Delivery tickets for all materials.

X Municipality to inspect project.

the rate of \$ 250.00 per calendar day.

X Roadway to be power broomed by (contractor

X Excess material to be removed by (contractor

X Notify the Municipality

	1000 Bill of Leaning in the state of the								
X	Tack Coat required per Section 460, or 409 for superpave, of Specifications 408 and is incidental to								
	paving item unless noted otherwise.								
	Prime Coat required per Section 461 of Specifications 408.								
X	Bituminous Seal on all abutting pavement and curbs required.								
X	Saw cut or Milled Paving Notch required and incidental to paving item unless noted otherwise.								
X	Scratch/ Leveling Courses to be placed at the discretion of appointed inspector(s).								
	Full width pavement with one pass required.								
X	Municipality reserves the right to limit work completed.								
	Taper pavement the last 3 feet to curb.								
	For FOB Source bids, hauling distance will determine selection of bid award.								
	Municipality reserves the right to procure material which best suits their requirements after all bids and								
	items are reviewed.								
	Incidental Preparation and clean up required. (Project Construction Materials)								
X	The municipality reserves the right to make an award on the basis of the aggregate total for all like								
	itams on which quotations are received.								
	Provide design, which meets Specifications Form 408 to the municipality 5 days prior to start of work.								
X	Contractor responsible for defects that occur within one year of applications.								
	Contractor required to review proposed project with Municipality's Representative prior to bidding.								
	Oil Samples required from each distributor truck by contractor (1) one quart : A.W. & P.W. and								
	witnessed by municipality and retained by municipality. (Oil samples must be placed in an								
	approved type container that is compatible with oil sample.)								
	At least three random stone samples to be taken by contractor on project site witnessed by								
	municipality and retained by municipality.								
	Complete all testing in accordance with Specification Form 408 Section 409 except for superpave								
	volumetric testing.								
Х	Notice to Proceed will be the date of Contract acceptance.								
Y	Final Completion Certificate & Notice of Completion required.								
	Future award of Contract will be based on quality of work as determined by the municipality.								
Χ	Contractor, notify all residents of pending work to be performed.								
	n I - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 -								
X	Millings to be retained by East Fallowfiled Township. Contractor shall haul millings to a location designated by Township								
	Road Foreman.								
	and understand the above special provisions to this								
	My signature signifies that I have read and understand the above special provisions to this								
ļ	contract, and by being authorized by this company to act as their authorized representative, and								
į	on their behalf hereby agree to adhere to any and all of the provisions pertaining to this contract.								
_	Date Municipality's Representative Date								
	Contractor's Representative								
_	Dan maily Paving, Inc. Two of E. Fallowilled, 2nd Class  Municipality								
	Company								

#### PERFORMANCE BOND (With Corporate Surety)

Bond No. 0574598



KNOW ALL MEN BY THESE PRESENTS, That we,

Dan Malloy Paving, Inc. 1060 Boot Rd., Downingtown, PA 19335

	(NAME AND ADDRESS OF C	ONTO ACTOR						
as Principal and International Fidelity	Insurance Company	ON TRACTOR)						
	(SURETY COMPANY)							
a corporation incorporated under the laws of the State of	NJ	6						
	(1101 427 227 227	as Surety						
are held and firmly bound unto East Fallowfield Tow	· .							
(NAME OF MUN	ICIDALITY)	im of						
Ninety Nine Thousand Five Hundred Twenty Fi	•							
lawful money to the United States of America, to be said to the about	ve Dollars (\$99,925.00	) dollars						
lawful money to the United States of America, to be paid to the above Mit	unicipality or its assigns, to which payment well	and truly to be						
administrators, successor	successors and assigns, jointly and severally, firmly by these presents.							
WHEREAS, the above bounder Principal has entered into a contract with the above Municipality, bearing even date herewith, for								
the undertaking of certain obligations as therein set forth.	the training bearing even	nate detemito' fot						
NOW, THEREFORE, the condition of this obligation is such that	if the above bounder Principal, as Contractor,	shail in all						
respects comply with and faithfully perform the terms and conditions of sa	lid Contract, including the Specifications and co-	nelitina a sa fa						
to and made a part thereof, and such alterations as may be made in sail	id Specifications as thereig acquided, and shall a	endl danat kanata a a a a a						
a manner satisfactory to the municipality fulfill all obligations as therein	set forth then this Obligation shall be used but	otherwise th						
shall be and remain in full force, virtue and effect.	and the state of t	otherwise the same						
It is further provided that any alteration which may be made in the	terms of the contractor or its specifications with	s the every						
approval of the Municipality or the Principal to the other, shall not in any wa	av release the Principal and the Surah as although	ritte express						
their heirs, executors, administrators, successors or assigns from their liab	ility hereunder notice to the cush of account	or any or mem,						
forebearance being hereby waived.	my derection, notice to the surety of any such	siteration or						
IN WITNESS WHEREOF, the said Principal and Surety have duly	executed this Sond under Seal, pursuant to dur	and legal action						
authorizing the same to be done on September 4, 2012								
(DATE OF BO	ND)							
PLACE								
SEAL Attest / Witness:	Dan Malloy Paving, Inc.							
HERE	CONTRACTOR							
\ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \	01+011							
ВУ	fortil Balant							
	TITLE: Robo Of Parack:	Ongsid						
Fanconell_	110061 + QUIEZ K1, 47.,	president						
TITLE: ( Jayre Bureski, secretary								
0 1								
Attest / Witness:	International Fidelity Insu	rance Company						
PLAUE	SURETY COMPANY	······································						
SEAL )	SORETT COMPANY							
HERE / /								
	( DAI IX II)							
11/16/	TITLE							
NUM	TITLE: Jenna L. Crooks, Atto	rney-in-fact						
TITLE: WILLIAM	V							
TITLE: William T. Fry, Secretary	•							

# and#10574598 POWER OF ATTORN

#### INTERNATIONAL FIDELITY INSURANCE COMPANY ALLEGHENY CASUALTY COMPANY

ONE NEWARK CENTER: 20TH FLOOR NEWARK, NEW JERSEY: 07102-5207

KNOW ALL MEN BY THESE PRESENTS: That INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing under the laws of the State of New Jersey, and ALLEGHENY CASUALTY COMPANY a corporation organized and existing under the laws of the State of Pennsylvania, having their principal office in the City of Newark, New Jersey, do hereby constitute and appoint

WILLIAM T. FRY, ELAINE M. FRY, JENNA L. CROOKS

Concordville, PA.

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shalf be as binding upon the said INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of INTERNATIONAL FIDELITY INSURANCE COMPANY and Stranger and by authority of the following resolution adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting duly held on the 20th day of July, 2010 and by the Board of Directors of ALLEGHENY CASUALTY COMPANY at a meeting duly held on the 15th day of August, 2000:

"RESOLVED, that (1) the President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto: and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY have each executed and attested these presents on this 12th day of March; 2012.



STATE OF NEW JERSEY County of Essex

ROBERT W. MINSTER
Executive Vice President/Chief Operating Officer
(International Fidelity Insurance Company)
and President (Allegheny Casualty Company)

On this 12th day of March 2012, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY that the seals affixed to sald instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

OF NEW SE

A NOTARY PUBLIC OF NEW JERSEY My Commission Expires Mar. 27, 2014

Cathy Vazzu

#### CERTIFICATION

I, the undersigned officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand this

day of September, 2012

MARIA BRANCO, Assistant Secretary

Maria H. Levanco



### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 9/10/2012

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 be endorsed. If SUBROGATION IS WAIVED, subject to

		erms and conditions icate holder in lieu o				olicies may require an er	ndorse	ment. A sta	tement on th	is certificate does not c	onfer	rights to the
PRODUCER						<u> </u>	CONTACT Tracy Hackenberg, CIC, CISR					
Th	e F	Rigg Darlingto	on Group,	In	c.		PHONE 44043 075 2222 FAX 4404 075 2500					
		st Welsh Pool					IAIC. No. Ext: (484)876-2222 [(A/C. No): (484)876-3120 E-MAIL ADDRESS: Thackenberg@rdgins.com					
												NAIC#
Ex	tor	1	PA 19	341			INSURER(S) AFFORDING COVERAGE INSURER A: Cincinnati Insurance Company				10677	
INSL	RED						INSURER 8:					
Da	n M	Malloy Paving	, Inc.				INSURE					
		Boot Road	•				INSURER D:					
							INSURER E :					
Do	wni	ingtown	PA 19	335				INSURER F:				
		RAGES	CER	TIFICATE NUMBER:12-13 Add					ed	REVISION NUMBER:		
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.								WHICH THIS				
INSR LTR		TYPE OF INSURA	NCE	INSR	WVD	POLICY NUMBER		(MM/DD/YYYY)	(MM/DD/YYYY)	LIMIT		1,000,000
	⊢	1	LIA OU ITO						1	EACH OCCURRENCE DAMAGE TO RENTED	\$	500,000
7-	X	COMMERCIAL GENERAL CLAIMS-MADE X	¬	v		CPP0896965		9/4/2012	9/4/2013	PREMISES (Ea occurrence)	\$	10,000
A	$\vdash$	CLAIMS-MADE X	T OCCUR	X		CPF08A6A62		,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		MED EXP (Any one person) PERSONAL & ADV INJURY	s s	1,000,000
										GENERAL AGGREGATE	S S	2,000,000
	OF	I N'L AGGREGATE LIMIT APF	DI IES DED:							PRODUCTS - COMP/OP AGG	\$	2,000,000
	GEI	POLICY X PRO-	LOC		1					TROBBOTO GOMETON TROC	\$	_,,
	AUI	TOMOBILE LIABILITY	1200							COMBINED SINGLE LIMIT (Ea accident)	s	1,000,000
A	х	X ANY AUTO ALL OWNED SCHEDULED AUTOS AUTOS					9/4/2012			BODILY INJURY (Per person)	\$	_,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
	_					CPA0896965		9/4/2012	9/4/2013	BODILY INJURY (Per accident)	\$	
	х	T T N	NON-OWNED AUTOS							PROPERTY DAMAGE (Per accident)	\$	
			.0103							Underinsured motorist	\$	1,000,000
	х	UMBRELLA LIAB X	OCCUR							EACH OCCURRENCE	\$	5,000,000
A		EXCESS LIAB	CLAIMS-MADE							AGGREGATE	\$	
**		DED X RETENTION	\$ 0			CPP0896965		9/4/2012	9/4/2013		\$	
Α		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTINER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)								X WC STATU- OTH- TORY LIMITS ER		
	ANY									E.L. EACH ACCIDENT	\$	100,000
	(Mai					WC1909812		9/4/2012	9/4/2013	E.L. DISEASE - EA EMPLOYEE	\$	100,000
if ye		es, describe under SCRIPTION OF OPERATIONS below								E.L. DISEASE - POLICY LIMIT	\$	500,000
DES	PIDI	KON OE OBEDATIONS / L	CATTONS (VEHIC)	Ee (/	Mach	ACORD 101, Additional Remarks	Scheduls	If more space i	s regulared)			
RE	Mo	ortonville Road	d Repairs	•		East F	'allo	wfield To	wnship li	sted as Additiona		
						ared only, and onl			by writt	en contract or wr	ritte	en.
agı	ee:	ment and only	to the ext	ent	of	the policy provis	10ns	•				
CERTIFICATE HOLDER					CANC	ELLATION						
East Fallowfield Township					SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.							
2264 Strasburg Road East Fallowfield, PA 19320					AUTHORIZED REPRESENTATIVE							

ACORD 25 (2010/05)

INS025 (201005).01

T Hackenberg, CIC, CIS Flacy Hackenbe