

BOARD OF SELECTMEN
BRANFORD, CONNECTICUT



JAMES B. COSGROVE
First Selectman

RAYMOND E. DUNBAR, JR.
JOSEPH E. HIGGINS, JR.

1019 MAIN STREET
POST OFFICE BOX 150
BRANFORD, CT 06405
(203)315-0620
www.branford-ct.gov

SPECIAL SELECTMEN'S MEETING AGENDA

April 22, 2020

Fire Headquarters – 6:00 p.m.

1. To consider, and if appropriate, approve a request from the East Shore District Health Department to waive the bid for the pump out boat services and extend the current contract with Elm County Property Management for the 2020 boating season.
2. To consider, and if appropriate, exercise the option to extend the contract with Cherry Hill Construction for one year at the previously bid prices for the hauling of bulky waste.
3. Appointments

Green Committee

Susan Rood to fill a vacancy left by Laura Noe term to expire May 31, 2023.

Housing Authority

Jerry Mastrangelo to fill a vacancy left by Victoria Verderame term to expire April 30, 2023.

Reappointments:

Housing Authority

Kate Collins term to expire April 30, 2025.

To appoint Leno Torelli as the Dockmaster for the 2020 boating season.

4. Adjournment

Join Zoom Meeting

<https://zoom.us/j/95648237625?pwd=SzQzbFdueHZyd1lZV0ZvZjRZa1F0dz09>

Meeting ID: 956 4823 7625

Password: 003049

One tap mobile

+16465588656,,95648237625# US (New York)

+13126266799,,95648237625# US (Chicago)

Dial by your location

+1 646 558 8656 US (New York)

+1 312 626 6799 US (Chicago)

+1 669 900 9128 US (San Jose)

+1 253 215 8782 US

+1 301 715 8592 US

+1 346 248 7799 US (Houston)

Meeting ID: 956 4823 7625

Find your local number: <https://zoom.us/u/ahmAZzIXk>

For participants dialing into Zoom meetings by telephone, these helpful commands may be entered on the keypad during the meeting:

*6 – To mute yourself or *6 to unmute yourself *9 – To raise your hand to request to speak

ALL who speak during remote meetings must use their name each and every time they speak. Motions must be made using your name.

REMINDER: All speakers must state their name before speaking (residents who speak must initially state their address for the record)

BOS
Item #1



EAST SHORE DISTRICT HEALTH DEPARTMENT

April 10, 2020

Mr. James Cosgrove
First Selectman
Town of Branford
1019 Main Street
Branford, CT 06405

RE: Request for Bid Waiver
Branford Pump-Out Boat 2020

Dear First Selectman Cosgrove:

East Shore District Health Department is requesting a bid waiver for the continuation of services with Elm County Property Management (ECPM). Last year we had a very successful season, and we received positive feedback from boaters about the quality of service that was provided by ECPM. Therefore, we wish to continue our contract with ECPM for the continuation of operations of the Shoreline Regional Pump-Out Boat for the 2020 season.

Due to the current and ongoing COVID-19 situation, we will take all necessary precautions to ensure the safety of our pump-out boat staff and customers as pump-outs are conducted.

If you have any questions, please contact me at (203) 481-4233.

Sincerely,

Michael A. Pascucilla, M.P.H., REHS
Director of Health

Contract for Management of Bulky Waste

BUS
Item #2

<u>Table of Contents</u>	<u>Page</u>
Scope of Services	1
Documents forming the contract	1
Examination of documents and site	1
No collusion or fraud	1
Safety	2
Right to suspend work or terminate contract	2
Laws, permits, and licenses	2
Equal Employment Opportunity	3
Indemnification	3
Subcontracting and Assignments	3
Warranty	4
Notice of Claims	4
Liquidated Damages	4
Insurance	5
General Provisions	6
Signature page	10
Attachment A – Bid Specifications	
Attachment B – Bid Pricing Sheets	
Attachment C – Non-Collusion Affidavit of Bidder	

Town of Branford
Management of Bulky Waste
For the Period July 1, 2017 to June 30, 2020

This Agreement, entered into this 30 day of June, 2017 by the Town of Branford, Connecticut hereinafter referred to as the Town and Cherry Hill Construction, Inc located at 51 Ciro Road, North Branford, CT 06471, hereinafter referred to as the Contractor in consideration of the mutual promises and obligations of the parties, the parties agree as follows:

The Contractor hereby represents that it has carefully examined and understands all of the terms and requirements of the Contract Documents, has investigated the nature, locality, site and the conditions and difficulties under which it is to be performed and that it enters into this Contract on the basis of its own examination, investigation and evaluation of such and not in reliance on any opinions or representations of the Town or any third party, including any officer, agent, servant or employee thereof.

Scope of services

Contractor shall furnish at his sole cost and expense, all labor, tools, equipment and materials, supplies and services to perform all work and services as defined herein, and to perform all other work incidental to said services, all in strict accordance with the terms and provisions of this agreement.

Documents forming the contract

The Contract Documents shall be deemed to include the Bid Specifications, dated January 2017; the Contractor's bid response, dated January 27, 2017; this written Contract, including all bonds and insurance certificates; the general and technical specifications and conditions for the work; Special Conditions and Addenda; State Labor Department minimum wage rates (if applicable); any addenda to the specifications; and all provisions required by law to be inserted in this Contract, whether or not physically inserted. This Contract will supersede any agreement or contract form that may have been included in the bid specifications, which form was included for information purposes only, and any writings or documents not incorporated herein by specific reference. This Contract, together with the other Contract Documents are all intended to supplement and complement each other and shall, to the fullest extent possible, be so construed and interpreted. If, however, any provision of this Contract irreconcilably conflicts with any provision of the other Contract Documents, the provision imposing a greater obligation on the Contractor shall govern.

Examination of documents and site

The Contractor confirms that it has carefully examined the site, as well as its surrounding territory. As a result, the Contractor acknowledges that it is fully informed regarding all existing conditions, both natural and manmade. The Contractor further acknowledges that it has secured such information by personal investigation, research, and inquiry into all reasonably available data concerning the actual site and has not relied upon the estimates or records of the Town; and that it will make no claim against the Town by reason of reliance on any such estimates, tests, information, data or representations made by any officer, agent, representative or employee of the Town, or for costs incurred as a result thereof.

No collusion or fraud

The Contractor hereby agrees that all persons interested as principal or principals in the bid or proposal submitted by the Contractor for this work are named therein; that this Contract has been secured without any connection with any person or persons other than those named; that this Contract was

secured without collusion or fraud; and that neither any officer nor employee of the Town, nor any member of the immediate family of any such person, has or will have a financial interest in the performance of this Contract, in the supplies, work or business to which it relates, or in any portion of the profits thereof.

Safety

The Contractor agrees that it is responsible for preventing accidents and ensuring safety of all persons engaged in the Project or in the vicinity of the work including members of the general public. The Contractor shall comply with all laws, ordinances, rules, regulations, codes, standards, orders, notices and requirements concerning safety applicable to the work, including, among others, the Federal Occupational Safety and Health Act of 1970, as amended, and all standards, rules, regulations and orders which have been or shall be adopted or issued there under, and with all safety standards established during the progress of the work. The Contractor shall, immediately upon receiving written notice from the Town, stop any part of the work which is deemed unsafe that may be noted as unsound, defective or improper or as in any way failing to conform to this Contract or the Plans, Specifications or other Contract Documents. The Contractor agrees that it shall not have nor make any claim for costs, damages, delays or extensions of time arising out of such stoppages. Should the Contractor neglect to take such corrective measures, the Town may do so at the cost and expense of the Contractor and may deduct the cost thereof from any payments due or to become due to the Contractor. Notwithstanding the foregoing, Contractor shall at all times be responsible for ensuring the safety of all persons and property at the Site, regardless of any action or failure to act on the part of the Town. Nothing set forth herein, nor any action or failure to act by the Town, shall relieve the Contractor of its obligations and responsibilities with regard to safety and safeguarding of the Site and all persons and property thereon or adjacent thereto.

Right to suspend work or terminate contract

If, at any time, the Town determines that the work hereunder is not being performed according to the Contract or for the best interest of the Town or should the Contractor at any time refuse or neglect to supply a sufficient number of skilled workers or materials of the proper quality and quantity; or fail in any respect to prosecute the work with promptness and diligence; or cause by any act or omission the stoppage, impede, obstruct, hinder or delay of or interference with or fail in the performance of any of the terms and provisions of this Contract or of the other Contract Documents; or should there be filed by or against the Contractor a petition in bankruptcy or for an arrangement or reorganization; or should the Contractor become insolvent or be adjudicated a bankrupt or go into liquidation or dissolution, either voluntarily or involuntarily or under a court order, or make a general assignment for the benefit of creditors, or otherwise acknowledge insolvency -- then in any of such events, each of which shall constitute a default hereunder on the Contractor's part, the Town shall have the right, in addition to all other rights and remedies provided by this Contract and the other Contract Documents or by law, to temporarily suspend the execution of the work by the Contractor and proceed with the work under its own direction in accordance with the Contract specifications and in such manner as the Director determines to be in the best interests of the Town or, the Town may terminate the Contractor's employment under this Contract while it is in progress, and thereupon proceed with the Project in such manner and by such process as it determines to be in the best interest of the Project.

Laws, permits, and licenses

The Contractor shall observe all Federal, State, and local laws and regulations and shall procure all necessary licenses and permits, pay all charges and fees, and give all notices necessary and incident to the due and lawful prosecution of the work hereunder without any additional charge or expense to the Town. The Contractor shall be responsible for and shall correct, at its sole cost and expense, any violation thereof resulting from or in connection with the performance or failure to perform the work.

The Contractor shall at any time upon demand furnish such proof as the Town may require showing such compliance and the correction of such violations. The Contractor agrees to save harmless and indemnify the Town, its officers and employees, from and against any and all loss, injury, claims, actions, proceedings, liability, damages, fines, penalties, costs and expenses, including legal fees and disbursements, caused or occasioned directly or indirectly by the Contractor's failure to comply with any of said laws, ordinances, rules, regulations, standards, orders, notices or requirements or to correct such violations therefore in connection with the performance of work.

Equal Employment Opportunity

The Contractor agrees and warrants that in the performance of this Contract it will not discriminate or permit discrimination in any manner prohibited by the laws of the United States or of the State of Connecticut against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, gender, sexual orientation, mental retardation or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved. The Contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are fairly employed and that employees are treated in a fair and nondiscriminatory manner. The Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission concerning its employment practices and procedures. The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any of the work covered by this Contract so that such provisions will be binding upon each subcontractor.

Indemnification

The Contractor expressly agrees to at all times indemnify, defend and save harmless the Town of Branford and its respective officers, agents and employees, on account of any and all demands; claims; damages; losses; litigation; financial costs and expenses, including counsel's fees; and compensation arising out of personal injuries (including death), any damage to property, real or personal, and any other loss, expense or aggrievement directly or indirectly arising out of, related to or connected with the Project and the Work to be performed hereunder by the Contractor, its employees, agents, subcontractors, material suppliers, or anyone directly or indirectly employed by any of them. The Contractor shall and does hereby assume and agree to pay for the defense of all such claims, demands, suits, proceedings and litigation. The provisions of this paragraph shall survive the expiration or early termination of this Contract; shall be separate and independent of any other provision or requirement of this Contract; and shall not be limited by reason of any insurance coverage provided hereunder. The Town may withhold from any payment due or to become due to the Contractor an amount sufficient in its judgment to protect and indemnify the Town, its officers, agents, servants and employees from and against any and all such claims and liabilities described above. Nothing in this provision, or elsewhere in this Contract, shall be deemed to relieve the Contractor of its duty to defend the Town or any Indemnified Party, as specified in this Contract, pending a determination of the respective liabilities of the Contractor, the Town, or any Indemnified Party, by legal proceeding or agreement. In furtherance to but not in limitation of the indemnity provisions in this Contract, Contractor hereby expressly and specifically agrees that its obligation to indemnify, defend and save harmless as provided in this Contract shall not in any way be affected or diminished by any statutory or constitutional immunity it enjoys from suits by its own employees or from limitations of liability or recovery under workers' compensation laws.

Subcontracting and Assignments

The Contractor shall not subcontract any portion of the work to be performed hereunder unless the prior written consent of the Board of Selectmen is given for both the work to be subcontracted and the subcontractor to perform the same. In the event that the Town approves of the hiring of subcontractors

to pursue the work, the Contractor agrees to cooperate as fully as possible with the Town and any and all such subcontractors in the interests of the work. The Contractor shall be as fully responsible to the Town for the acts and omissions of its subcontractors as it is for the acts and omissions of its direct employees and shall require any subcontractor approved by the Town to agree in a written contract to observe and be bound by all obligations and conditions of this Contract to which Contractor is bound hereby including the requirements regarding insurance and indemnification. Each subcontract agreement shall preserve and protect the rights of the Town under the Contract Documents with respect to the work to be performed by the subcontractor so that the subcontracting thereof will not prejudice such rights, and shall allow the subcontractor, unless specifically provided otherwise, the benefits of all rights, remedies and redress against the Contractor that the Contractor has against the Town pursuant to the Contract Documents. Nor shall Contractor assign, sell, transfer, delegate or encumber any rights, duties or obligations arising under this Contract including, but not limited to, any right to receive payments hereunder, without the prior written consent of the Town in its sole discretion. The giving of any such consent to a particular assignment shall not dispense with the necessity of such consent to any further or other assignments. In the event Contractor assigns, sells, encumbers or otherwise transfers its rights to any monies due or to become due under this Contract as security for any loan, financing or other indebtedness (herein "Assignment"), notification to the Town of such Assignment must be sent by certified mail, return receipt requested, and the Assignment shall not be effective as against the Town until the Town provides its written consent to such Assignment. Contractor agrees that any such Assignment shall not relieve the Contractor of any of its agreements, duties, responsibilities or obligations under this Contract and the other Contract Documents and shall not create a contractual relationship or a third party beneficiary relationship of any kind between the Town and assignee or transferee. The Contractor further agrees that all of the Town's defenses and claims arising out of this Contract with respect to any Assignment are reserved unless expressly waived in writing by a duly authorized corporate officer. The Contractor hereby agrees to indemnify, defend and hold harmless the Town from and against any and all loss, cost, expense or damages that the Town has or may sustain or incur in connection with such Assignment.

Warranty

The Contractor hereby warrants to the Town that all of the work shall be in conformance with the Plans, Specifications, and all Contract Documents and shall be of good quality. Without limiting the generality of the foregoing, the Contractor warrants to the Town that all materials and equipment furnished under this Contract will be of first class quality and new, unless otherwise required or permitted by the other Contract Documents. The work not conforming to such requirements, not of the prescribed quality, or not capable of meeting the Town's performance specifications, including substitutions not properly approved and authorized, shall be considered defective and must be removed and replaced by Contractor at its own cost and expense. All warranties contained in this Contract and in the Contract Documents shall be in addition to and not in limitation of all other warranties or remedies required and/or arising pursuant to applicable law.

Notice of Claims

Claims by either party must be in writing and sent within thirty (30) days following the occurrence of an event giving rise to the claim or within thirty (30) days after the claimant first acquires knowledge of or information concerning the claim, whichever occurs later to the extent that such knowledge or information could not have been reasonably obtained earlier. Claims must be made in writing and sent to the other party at the address(es) listed herein and shall describe the nature of the claim, the events or circumstances that gave rise to the claim with reasonable detail, and the amount thereof to the best of the claimant's information.

Liquidated Damages

Any breach of this contract of insufficient nature to warrant forfeiture of the performance bond, or any breach of this contract where the Town chooses not to pursue the forfeiture of the performance bond or loss of contract, may, at the Town's sole discretion, subject the Contractor to a reasonable deduction in compensation, not to exceed \$100 per complaint. A deduction of greater than \$50.00 will generally only be issued for excessively-repeated or uncorrected offenses, or particularly egregious offenses. Most breaches will result only in a warning or an initial deduction of \$10. Appeals of the decision of the Solid Waste Supervisor for any amount in excess of \$50 may be brought before the Branford Solid Waste Management Commission within ten (10) days of the deduction, whose decision shall be final.

Insurance

The Successful Bidder will be required to provide evidence of insurance coverage in the amount of one million dollars (\$1,000,000) Combined Single Limit (C.S.L.) for Automobile Insurance and General Liability Insurance for Bodily Injury and Property Damage in the amount of one million dollars (\$1,000,000) per occurrence, town million dollars (\$2,000,000) General Aggregate, plus a one million dollars (\$1,000,000) umbrella policy, and pollution coverage, in addition to standard Worker's Compensation Insurance. Certificates of such insurance shall be presented to the Town of Branford upon execution of the contract and failure to do so may, at the sole discretion of the Town, constitute grounds for revocation of the award of the contract and forfeiture of the bid bond.

The Contractor and all Subcontractors shall provide Automobile Liability Insurance coverage of not less than one million dollars (\$1,000,000) combined Single Limit (C.S.L.). The Automobile coverage shall include an endorsement CA 9948 or an equivalent form evidencing pollution coverage.

The Contractor and all Subcontractors shall provide Commercial General Liability Insurance coverage in the amount of one million dollars (\$1,000,000) per occurrence with two million dollar (\$2,000,000) general aggregate.

The Contractor, and all Subcontractors, shall provide an umbrella liability policy of not less than one million dollars (\$1,000,000).

The Contractor, and all Subcontractors, shall carry at all times Workers' Compensation Insurance with limits of 100/500/100 statutory limits, and shall save the Town of Branford harmless from any and all liability and expenses that may arise in consequence of any injury to any employee, or Subcontractor's employee, under the provisions of an "Act Concerning Compensation to Workers Injured in the Course of their Employment" and all amendments thereto.

The insurance company shall be licensed to do business in the state of Connecticut and have an AM Best rating of no less than [A-].

Each certificate of insurance shall provide that sixty (60) days prior written notice be given of any expiration, cancellation, or any other material changes in the Contractor's insurance coverage. Prior to the effective date of any such cancellation, the Contractor shall take out, at its own cost, new insurance to cover the policies so cancelled. This section shall apply to the legal representatives, trustee in bankruptcy, receiver, assignee, trustee and the successor in interest of any such Contractor. Contractor further agrees that any deductibles or self insured retentions are the sole responsibility of Contractor to pay and/or indemnify.

The contractor shall furnish certificates of insurance showing that the company has complied with the above provisions in reference to insurance and shall provide like certificates for any subcontractors.

The Town may require copies of the endorsement adding the Town of Branford as additional insured, and of the CA 9948 endorsement.

The Contractor shall furnish certificates of insurance effective no later than July 1, 2017, showing that the company has complied with the above provisions in reference to insurance and shall provide like certificates for any subcontractors. The Town of Branford shall be listed as an additional insured on said policies.

The Contractor shall comply with all reasonable insurance requirements set by the receiving facility.

General Provisions

- A. This Contract shall be deemed binding only to the extent that sufficient funds are available and appropriated to the Town for payment in accordance with the terms hereof and no liability on account of this Contract shall be incurred by the Town beyond such moneys as are properly made available and appropriated for the work.
- B. The relationship of the Contractor to the Town is that of an independent Contractor. The Contractor covenants and agrees that it will conduct itself consistent with such status; that it will neither hold itself nor any of its employees or agents out as nor claim to be an officer, agent, or employee of the Town by reason hereof; and that it will not, neither for itself nor on behalf of any of its employees, agents, or subcontractors, by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the Town, including, but not limited to, workers' compensation coverage, unemployment insurance benefits, social security coverage, or retirement membership or credit.
- C. The Contractor hereby certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal or state department or agency. Should the Contractor be unable to certify the above statement, it shall attach a certified statement explaining such to this Contract. The Contractor further agrees to include the foregoing certification in any subcontract or purchase order, which it may enter into in furtherance of the work contemplated hereunder.
- D. No member of the governing body of the Town, and no other officer, employee, or agent of the Town, shall have any personal interest, direct or indirect, in this Contract, except as permitted by the Code of Ethics of the Town of Branford; and the Contractor covenants that no person having such interest shall be employed in the performance of this Contract.
- E. This Contract shall be construed in accordance with the laws of the State of Connecticut, and any action at law in connection herewith shall be brought in the Superior Court of the State of Connecticut, for the Judicial District of New Haven.
- F. The Contractor shall comply with all applicable laws, ordinances and codes of any governmental body having jurisdiction over any matter related to this Contract or the services to be performed hereunder, and shall commit no trespass on any private property in performing any of the work embraced herein.
- G. This Contract incorporates all the understandings of the parties hereto, supersedes any and all agreements and negotiations reached and all commitments made by the parties prior to the

execution of this Contract, whether oral or written, and shall not be released, amended or modified in any way unless by a written instrument signed by the parties hereto.

- H. If any provision of this Contract is held invalid, the balance of the provisions of this Contract shall not be affected thereby if the balance of the provisions of this Contract would then continue to conform to the requirements of applicable laws.
- I. Each and every provision and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though such provisions and clauses were included herein. If, through mistake or otherwise, any such provision is not inserted or is not correctly inserted, then upon the written consent of the parties, this Contract shall forthwith be physically amended to make such insertion.
- J. All notices of any nature referred to in this Contract shall be in writing and sent by registered or certified mail, postage prepaid, to the respective addresses set forth below or to such other addresses as the respective parties.

To the Town: James B. Cosgrove, First Selectman
Town of Branford
P. O. Box 150
Branford, CT 06405

To the Contractor: Robert Sachs, President
Cherry Hill Construction, Inc.
51 Ciro Road
North Branford, CT 06471

- K. That the Contractor is a legally existing corporation under the laws of its respective states of incorporation and has not previously filed, nor is presently contemplating filing, nor has received notice of a petition of, nor contemplates receiving notice of a petition of, bankruptcy, liquidation, receivership or any other action for the protection of creditors or debtors;

That the Contractor has the financial resources to perform this Contract and that it is not the subject of any litigation or action, pending or threatened, regarding this Contract or which, if resulting in an adverse decision, would affect its ability to perform its duties under this Contract;

That it has, and has exercised, the required corporate power and authority and has complied with all applicable legal requirements necessary to adopt, execute and deliver this Contract and to assume the responsibilities and obligations created hereunder; and

That this Contract is duly executed and delivered by an authorized corporate officer, in accordance with such officer's powers to bind the Contractor hereunder, and constitutes a valid and binding obligation enforceable in accordance with its terms, conditions and provisions.

- L. The Town of Branford's hiring practices strive to comply with all applicable federal regulations regarding employment eligibility and employment practices. Thus, all individuals and entities seeking to do work for the Town are expected to comply with all applicable laws, governmental requirements and regulations, including the regulations of the United States Department of Justice pertaining to employment eligibility and employment practices. The Town reserves the


adopted, promulgated, issued or otherwise specifically modified or changed by any local, state or federal governmental body.

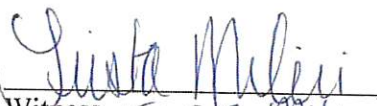
- U. "Whistleblower" Protection: If an officer or employee of the Contractor takes or threatens to take any personnel action against any employee in retaliation for such employee's disclosure of information to the Auditors of Public Accounts or the Attorney General under the provisions of subsection (a) of section 4-61dd of the Connecticut General Statutes, the Contractor shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty per cent of the value of the contract. Each violation shall be a separate and distinct offense and in the case of a continuing violation each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense.

By signing this Contract the Contractor hereby certifies to the Town of Branford that it is in compliance with all applicable regulations and laws governing employment practices.

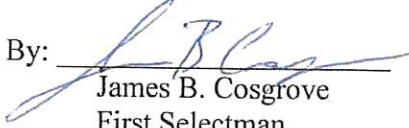
IN WITNESS WHEREOF, this Contract has been executed in four (4) counterparts by the Town, acting by and through its First Selectman, who has caused the seal of his office to be affixed hereto, and the Contractor has duly executed this Contract on the day and year first above written.


Signed, Sealed and delivered in the Presence of:

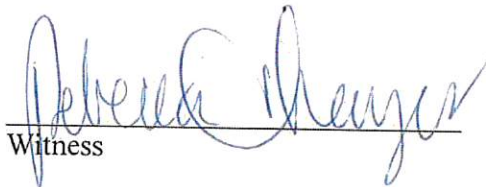

Witness Daniel McGovern


Witness TRISTA MILICI

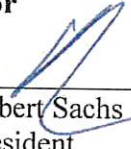
Town of Branford

By: 
James B. Cosgrove
First Selectman


Witness


Witness

Contractor

By: 
Robert Sachs
President

(Affix corporate seal of contractor
if a corporation)

Date Signed: April 26, 2017

**Town of Branford
Management of Bulky Waste
BID PROPOSAL**

The Contractor hereby agrees to provide the Town of Branford with the Management of Bulky Waste in accordance with Town Bid Specifications for the following sums:

Year	2017/2018	2018/2019	2019/2020
Disposal: Price/Ton	\$75.00 / ton	\$75.00 / ton	\$75.00 / ton
Hauling: Price/Haul	\$115.00 / haul	\$119.00 / haul	\$125.00 / haul
Est. Recycling Rate	20%	20%	20%

Possible extension year(s) pricing:

Year	2020/2021	2021/2022
Disposal: Price/Ton	\$80.00 / ton	\$80.00 / ton
Hauling: Price/Haul	\$125.00 / haul	\$125.00 / haul
Est. Recycling Rate	20%	20%

Disposal Location Ciro Associates LLC, 51 Giro Road, North Branford, Ct 06471

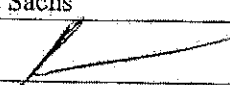
Company Name Cherry Hill Construction Inc

D/b/a Company Name N/A

Address 51 Giro Road, North Branford, Ct 06471

Telephone Number 203-488-7929

Authorized Agent (print) Robert Sachs

Authorized Agent (Signature) 

Title President

Date January 27, 2017

Bid Bond Required **YES** \$5,000.00

Bid Bond Enclosed (if required) **YES**

Performance Bond Required **YES** 100%

Exhibit A

NON-COLLUSION AFFIDAVIT OF BIDDER

State of: Connecticut

County of: New Haven, SS)

Robert Sachs

; being first duly sworn, deposes and says that:

- 1) S/he is (owner, partner, officer, representative or agent) of Cherry Hill Construction Inc, the Bidder that has submitted the attached Bid:
- 2) S/he is fully informed regarding the preparation and contents of the attached Bid and of all pertinent circumstances regarding such Bid:
- 3) Such Bid is genuine and is not a collusive or sham Bid:
- 4) Neither the said Bidder nor any of its officers, partners, owner, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any Bidder, or to fix any overhead, profit or cost element of the bid price or the bid price of any other Bidder or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage with the Owner or any person interested in the proposed Contract.
- 5) The price quoted in the attached Bid is fair and proper and is not tainted by collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest.

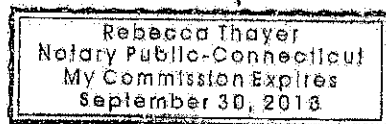
Signed: _____

Title: President

Subscribed and sworn before me this 27th day of January, 2017.

Notary Public: _____

My Commission expires Sept 30, 2018.



THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310 Bid Bond

KNOW ALL MEN BY THESE PRESENTS, THAT WE Cherry Hill Construction, Inc.

51 Ciro Road, North Branford, CT 06471

as Principal, hereinafter called the Principal, and U.S. Specialty Insurance Company

13403 Northwest Freeway, Houston, TX 77040-6094

a corporation duly organized under the laws of the State of TX

as Surety, hereinafter called the Surety, are held and firmly bound unto Town of Branford

1019 Main Street, Branford, CT 06405

as Obligee, hereinafter called the Obligee, in the sum of Five Percent of Amount Bid

Dollars (\$ 5%),
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs,
executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Management of Bulky Waste

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 materials furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 26th day of January, 2017

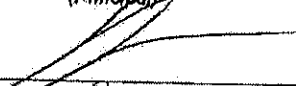

(Witness)

Cherry Hill Construction, Inc.

(Principal)

(Seal)

By:

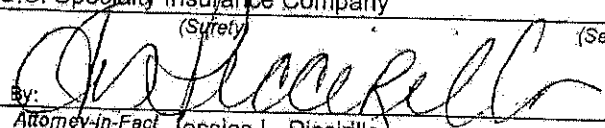

Robert Sachs, President (Title)

U.S. Specialty Insurance Company

(Surety)

(Seal)

By:


Attorney-in-Fact Jessica L. Piccirillo (Title)

Hilda Muratori

(Witness)





TOKIOMARINE
HCC

POWER OF ATTORNEY
AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint: **Jessica L. Piccirillo**

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver on its behalf:

Surety Bond Number: Bid Bond Amount of Bond: See Bond Form
Principal: Cherry Hill Construction, Inc.
Obligee: Town of Branford

This Power of Attorney shall expire without further action on December 20th, 2017. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

"Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents cancelling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

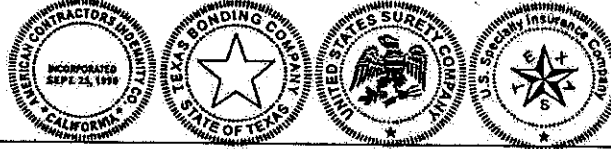
Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached."

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 1st day of December, 2014.

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

State of California

County of Los Angeles SS:



By: [Signature]
Daniel P. Aguilar, Vice President

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

On this 1st day of December 2014, before me, Maria G. Rodriguez-Wong, a notary public, personally appeared Dan P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

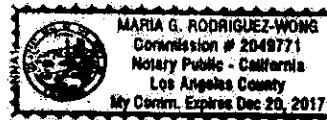
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

[Signature]

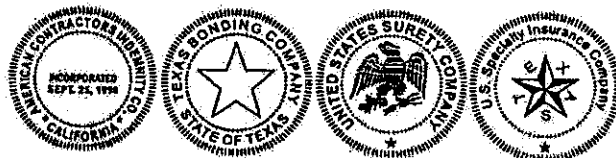
(seal)



I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 26th day of January, 2017.

Corporate Seals



[Signature]
Kio Lo, Assistant Secretary



51 Ciro Road ~ North Branford, CT 06471
Phone ~ 203-488-7929 Fax ~ 203-488-6625
www.cherryhillinc.com

January 27, 2017

Town of Branford
Bid: Management of Bulky Waste

Disposal Location: Ciro Associates LLC
51 Ciro Road
North Branford, Ct 06471

Recycled Material/Location: Metal – Sims Metal Management, North Haven
Clean Wood – Willimantic Waste Paper, Willimantic
Concrete – Modern Materials, Hamden
Cardboard – Marcus Paper, West Haven
Mattress – Hartford Mattress Recycling

Approx. 20% of material will be recycled.

Ciro Associates LLC is a permitted volume reduction facility that processes C&D waste.
Permit No. 0990709-PO. Permitted to receive 325 tons per day.

Hours of Operation: Monday – Friday – 7:00am – 4:30pm

Secondary Disposal Facility: Frost Bridge Associates LLC
753 Frost Bridge Road
Watertown, Ct

Recycled Material/Location: Metal – Albert Bros., Watertown, Ct
Clean Wood – Willimantic Waste Paper, Willimantic
Concrete – Modern Materials, Bloomfield
Cardboard – Marcus Paper, West Haven
Mattress – Hartford Mattress Recycling

Approx. 20% of material will be recycled.

Frost Bridge Associates LLC is a permitted solid waste volume reduction facility that processes C&D waste. Permit No. 15301032-PO.

Hours of Operation: Monday – Friday - 6:30am to 4:30pm
Saturday – 7:00 to 12:00pm



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/29/2016

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 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 Alliant Insurance Services, Inc. 40 Stanford Dr., 2nd Floor Farmington CT 06032	CONTACT NAME: Catherine Martin PHONE (AG, Ho, Ext): 860-269-2181 FAX (AG, No): 860-284-0003 E-MAIL ADDRESS: cmartin@alliant.com
	INSURER(S) AFFORDING COVERAGE
INSURED Cherry Hill Construction, Inc. 51 Ciro Road North Branford CT 06471	INSURER A: American Guarantee and Liability In 26247
	INSURER B: General Casualty Company of Wisconsin 24414
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES **CERTIFICATE NUMBER: 520336640** **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.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:		006 CGA 1263589	3/29/2016	3/29/2017	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Avy. one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COM/POP AGG \$2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		006 CBA 1263589	3/29/2016	3/29/2017	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB. <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$0		AUC011345101	3/29/2016	3/29/2017	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000
B	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 N/A	006 CWC 1263589	3/29/2016	3/29/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Evidence of Insurance.

CERTIFICATE HOLDER Evidence of Insurance	CANCELLATION 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 <i>John J. Hambro</i>