

City Of Torrington



PUBLIC WORKS DEPARTMENT
Jamie Sykora., Facilities Manager
Email: Jamie_Sykora@torringtonct.org

140 Main Street • City Hall
Torrington, CT 06790-5245
(860) 489-2242 • Fax: (860) 489-2550

MEMORANDUM

TO: Honorable Mayor Carbone and City Council

FROM: Jamie Sykora, Facilities Manager

CC: Ray Drew, Public Works Director
Carol Anderson, City Clerk
Pennie Zucco, Purchasing Agent

DATE: 2/16/2022

RE: DEMO of House at 590 New Field Spring Road, Torrington CT

.....
Vote by City Council to accept the recommendation of the Facilities Manager and Purchasing Agent to award the contract for the Demolition of the house located at 590 New Field Spring Road, Torrington CT #BDS-026-012722 to Cherry Hill, Inc of North Branford, CT for \$16,900.00 and authorize the Mayor to act on behalf of the city regarding the award and execution of the contract agreement.



City of Torrington

Bid Name Building Demolition Services

Bid Number RFP BDS-0216-012722

Date of Opening January 27, 2022

Time of Opening 11:00am

VENDOR	BID BOND	NON-COLLUSION	BID AMOUNT	ADDENDUM
Ludlow Associates 5 School Street PO Box 64 Piquabuck, CT 06781	✓	✓	Demo \$32,676.00 timeline 15 days	✓ ✓
Eastland Enterprises PO Box 5 Glastonbury, CT 06033	✓	✓	Demo \$32,000.00 timeline 2 weeks	✓ ✓
Bestech Inc. of CT 25 Pinney St. Ellington, CT 06029-3812	✓	✓	Demo \$55,607.00 timeline 3 weeks	✓ ✓
Stemmerling Wrecking Company 30 Nutmeg Drive Trumbull, CT 06611	✓	✓	Demo \$48,894.00 timeline 2 weeks	✓ ✓
New England Yankee Construction 34 High Street West Haven, CT 06516-2019	✓	✓	Demo \$41,187.00 timeline 4 weeks	✓ ✓
Environmental Services Inc 90 Brookfield Street South Windsor, CT 06074	✓	✓	Demo \$42,420.00 timeline 95 days	✓ ✓



City of Torrington

Bid Name Building Demolition Services

Bid Number RFP BDS-026-012722

Date of Opening 1/27/2022

Time of Opening 11:00am

VENDOR	BID BOND	NON-COLLUSION	BID AMOUNT	ADDENDUM
Cherry Hill Construction 51 Ciro Road North Branford, CT 06471	✓	✓	Demo 16,900 ⁰⁰ timeline 1 week	✓ ✓
Mountain Top Trucking 179 Celebrook River Road Winsted, CT 06098	CK# 011078 ✓ 983 ⁰⁰		Demo \$19,660 ⁰⁰ timeline 2 weeks	✓ ✓
Yield Industries PO Box 6 Torrington, CT 06790	✓	✓	Demo 24,444 ⁰⁰ timeline 1 week	✓ ✓
JJ Brothers LLC 200 Pratt Street Meriden, CT 06450	✓ CK# 88098 \$2460 ⁰⁰	✓	Demo \$49200 ⁰⁰ timeline 2 weeks	✓ ✓
Sunset Valley Construction, LLC 55 Kreyssig Rd Broad Brook, CT 06016	✓	✓	Demo \$79,299 ⁰⁰ timeline: 5 weeks	✓ ✓



CITY OF TORRINGTON
REQUEST FOR PROPOSAL

RFP# BDS-026-012722 BUILDING DEMOLITION SERVICES

Bid Opening: **January 27, 2022** Time: **11:00 AM** Location: **City Hall, 140 Main St., Rm. 206, Torrington, CT**

Bid Bond or Certified Check required with bid: 5%

Performance Bond required if awarded bid: "see instructions to Bidders"

SUBMIT ONE (1) ORIGINAL AND TWO (2) EXACT COPIES.

The City of Torrington reserves the right to accept or reject any or all bids or any portion thereof, to waive technicalities, and to award the contract as will best serve the public interest.

Omit State and Federal Taxes.

All prices must be F.O.B.: Destination (Torrington) unless otherwise requested.

Dated in Torrington: January 5, 2022

Purchasing Agent _____
Pennie Zucco

Item	Price
Demolition - Proposal for the building demolition at 590 Newfield Spring Rd., Torrington, CT 06790	\$ <u>16,900.00</u>
TOTAL PROPOSAL	\$ <u>16,900.00</u>
TIMELINE FOR PROJECT COMPLETION	Start Date: <u>ASAP</u>
	Completion Date: <u>One week from start</u>

The Purchasing Agent is authorized to offer City based bidders that exceed the lowest bid by up to 6%, the opportunity to match the lowest bid. A City based bidder within the 6% differential who agrees to accept the amount of the lowest bid will be awarded the bid. When multiple City based bidders agree to accept the amount of the low bid then the City based bidders will be invited to submit a new bid, not to exceed the low bid. The bid will then be awarded to the lowest responsive, responsible bidder.

Bidder: Cherry Hill Construction

Address: 51 Giro Rd. North Branford, CT 06471

(Signed By) [Signature] Title: President

Name (please print) Robert Sachs Date: 1/24/22

Phone: 203-486-7929 Fax: 203-486-6625 E-Mail: John@CherryHillinc.com

Federal Tax Identification Number: (FEIN) 060906217

INSTRUCTION TO BIDDERS

Sealed bids will be received by the Purchasing Agent, Room 206, 140 Main St., Torrington, CT 06790 until the time and date specified on the cover sheet and opened thereafter in the Purchasing Department, Room 206. Bids received after the date and time specified will be rejected and returned unopened. In the event of the closure of City Hall, proposals will be opened on the following business day that City Hall is opened. Amendments to or withdrawal of any section of the submitted bid received later than the time & date set for the bid opening will not be considered. Bid proposals must remain in effect for a minimum of 30 days unless otherwise noted elsewhere in the bid specifications.

BID DOCUMENTS: are available upon receipt of this invitation (if not attached) over the Internet at the City's web site: www.torringtonct.org. Adobe Acrobat reader is required to view this document. If you do not have this software, you may download it from Adobe at <http://www.adobe.com>. Businesses without internet access may contact the Purchasing Department at 860-489-2224 for a copy of the bid documents.

NONAPPROPRIATION: All funds for payment by the City under this contract are subject to the availability of an annual appropriation for this purpose by the City. In the event of non-appropriation of funds by the City Council of the City of Torrington for the goods or services provided under the contract, the City will terminate the contract, without termination charge or other liability, on the last day of the then-current fiscal year or when the appropriation made for the then-current year for the goods or services covered by this contract is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this contract, cancellation shall be accepted by the Seller on thirty (30) days prior written notice, but failure to give such notice shall be of no effect and the City shall not be obligated under this contract beyond the date of termination.

BID BONDS: shall be in the amount of 5% of the total bid made out in favor of the City of Torrington and issued by a Surety company acceptable to the City of Torrington must accompany each bid. A certified check, cashier's check, Treasurer's check, or money order in the same amount may be submitted in lieu of the bid bond. Bids submitted without Certified Check or Bid Bond will be disqualified. The City of Torrington will not be held liable for the accrual of interest on any check held by the city in conjunction with this bid. All checks or bid bonds will be refunded to the unsuccessful bidders after award of the bid by the City Council. The deposit check or Bid Bond of the successful bidder will be held in escrow until such time as the city determines that the bidder has or will meet their obligations as stated by the bid. If the bidder fails or refuses within a reasonable time after due notice that the contract has been awarded to him, to execute the same, an amount representing a loss to the city because of such failure shall be retained and paid into the city treasury.

REPLIES: whether bid or no bid, submittal must have the bid number clearly identified on the outside of the envelope. Bidders not marking the envelopes with the Bid number and date/time of opening on the envelope will have no recourse against the City of Torrington or its employees. Such bidders run the risk of the bid being opened prior to the scheduled Bid Opening time. Once opened such bids are public record. Any alleged oral agreement made by a bidder or contractor with any agency or employee of the City of Torrington will be disregarded.

FREIGHT: Prices quoted shall be net delivery **F.O.B. Torrington, CT**. All bid prices must include prepaid delivery, assembly, and/or installation (ready for operation and/or use) of all equipment and/ or materials to the individual locations(s) as designated by the Purchasing Agent. All bid prices are to be submitted on the sheets provided on this bid. Quantities and pricing are to be listed in accordance with these sheets.

QUESTIONS: Request for interpretation of any portion of the bid may be made by telephone to the Purchasing Agent at (860) 489-2225. All replies will be given verbally and a copy of any such inquiry and advice (if deemed vital to the bid by the Purchasing Agent) will be made available to each prospective bidder. Bidders should check the web site for addendums/updates 48 hours prior to the bid opening.

In the event of receipt of identical bids as to offerings, delivery, service, content, price, etc., the bid will be awarded in accordance with the information contained in the bid document, based on first received as to date and time of receipt of the bid.

EXPARTE COMMUNICATION: Please note that to insure the proper and fair evaluation of a bid, the City of Torrington prohibits exparte communication (i.e., unsolicited) initiated by the Bidder to a City Official or Employee evaluating or considering the bids prior to the time a bid decision has been made. Communication between Bidder and the City will be directed in writing to the Purchasing Agent only. The Purchasing Agent will obtain the information or clarification needed. Exparte communication may be grounds for disqualifying the offending Bidder from consideration or award of the bid and repeat offenders may be disqualified from future bids.

NON-COLLUSION STATEMENTS: In order for bids to be considered, a non-collusive statement must be submitted with the bid. A sample non-collusive bid statement is attached. Bidders may elect to submit their own notarized non-collusion statement. **NOTE:** Documents must be signed before and sealed by a Notary Public. Only documents bearing a notary seal will be accepted.

CONDITIONAL, QUALIFIED OR NON-RESPONSIVE BIDS/PROPOSALS: All bids/proposals shall be submitted in the form and manner as indicated by the bid documents and bid forms. Any proposal which is not submitted in the form and manner indicated by the bid documents or which contains information, statements, conditions, or qualifications which place conditions or qualifications on the proposal submittal for purposes of making an award, or which alter any proposal terms, conditions, specifications, or forms, which has not been previously approved by written addendum from the Purchasing Agent, or which does not meet legal requirements, shall be declared as a qualified, conditional, or non-responsive proposal and shall be rejected without further consideration. Any proposal response that does not fully respond to and comply with all detailed specifications or requests for information including execution of proposal forms, may be declared "non-responsive" and recommended for rejection. The City of Torrington shall not be responsible for any errors or omissions of the respondent.

UNBALANCED BIDS AND/OR EXCESSIVE LINE ITEM PRICES: The City reserves the right to reject any bids in which unit prices, in the sole opinion of the City, are unbalanced. In addition, where the City has decided to make an award, it further reserves the right to non-utilize a particular line item that in the sole opinion of the City is excessively priced, and reserves the right to obtain that item from another source.

CONTRACT: A response to an Invitation To Bid is an offer to contract with the City of Torrington based upon the terms, conditions, and specifications contained in the City's ITB. Bids do not become contracts unless and until executed by the City, eliminating a formal signing of a separate contract. For that reason, all of the terms and conditions of the contract are contained in the ITB, unless any of the terms and conditions are modified by an ITB Amendment, a Contract Amendment, or by mutually agreed terms and conditions in the contract documents.

TAXES: Omit all State and Federal taxes from the bid. The City of Torrington is exempt from the payment of taxes imposed by Federal government and/or the State of Connecticut.

OWNERSHIP OF DOCUMENTS: All documents, including drawings, plans, specifications, videotapes, or other documents or maps prepared by a contractor pursuant to any agreement arising from this bid shall become the property of the City of Torrington upon completion of the project or any termination of the project prior to the completion of the project.

LEGALITY: All bid offers for commodities, work, materials, or equipment hereunder shall comply in every respect with the laws, specifications and requirements of the State of Connecticut and the Federal government. Contractor will comply with the provisions of the Connecticut Fair Employment Practices Law.

LANGUAGE DISPUTES: Any disputes over the interpretation and/or meaning of any individual terms, conditions, and/or language within this Request for Bid/Proposal document shall be resolved by and at the sole discretion of the City Purchasing Agent in a manner that is in the best interest of, and best advantage to, the City of Torrington, provided any such interpretation shall be reasonable. In the event that an individual term, condition, and/or language/wording is determined at any time, including after award, by the City Purchasing Agent to be "not applicable at all" to his contract, then the term, condition, and/or language/wording may be disregarded, even though an addendum is not issued. However, if the Purchasing Agent determines that the term, condition, and/or language/wording "is applicable in part", then the term, condition, and/or language/wording will apply to the degree applicable, even though an addendum is not issued.

RESPONSIBILITY: The Contractor shall save the City of Torrington, its agents or employees, harmless from liability of any kind for all claims of labor payments and materials furnished for this work, and for use of any copyrighted or uncopyrighted composition, secret process patented or unpatented invention, article or application furnished or used in the performance of the contract of which the Contractor is not the patentee, assignee, or licensee. The successful bidder agrees to indemnify and hold harmless the City of Torrington, its agents and employees from any and all liability arising out of the successful bidders' operations, functions and/or supplied items.

The successful bidder, vendor, and/or contractor must protect all property of the City of Torrington (i.e. all floors, furniture, grass, land, etc.) from injury or other damage. Any damage so caused must be repaired by contractor/vendor at his/her own expense. At the completion of work, the vendor and/or contractor must remove from the premises all surplus materials and all debris created by same. The premises must be left in a broom-clean and finished condition acceptable to the owner or its agents. Successful bidder will furnish adequate protection from damage for all work and to repair damage of any kind; for which he or his workers are responsible, to the premises or equipment to his own work or to the work of other contractors.

DEFAULT: It shall be understood that a bidder supplying equipment and/or supplies will be considered to be in default if/when they have not delivered the item(s) within the time constraints listed in this document or subsequent purchase orders and/or contract. Bidders providing a service and/or construction will be considered to be in default if/when they have failed to meet the completion date set forth in this document or its subsequent contract and/or purchase orders and/or they have ceased work on the project for a period of fifteen (15) working days, cumulative or consecutive.

SUSPENSION AND DEBARMENT: The Purchasing Agent may suspend or debar the right of a vendor to be included on the vendor list and has the authority to reject any bid or response from any suspended or debarred vendors.

Suspension: A vendor may be suspended based on the following:

- 1) A vendor defaults or fails to fully comply with the conditions, specifications, or terms of a Bid, Quotation, Proposal or Contract with the City of Torrington.
- 2) A vendor commits any fraud or misrepresentation in connection with a Bid, Quotation, Proposal, or Contract with the City of Torrington.
- 3) A vendor is charged by a court with the commission of a criminal offense as incident to obtaining or attempting to obtain a public or private contract or sub-contract, or in the performance of such contract or sub-contract
- 4) A vendor is charged by a court with the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which currently, seriously, and directly affects responsibility as a City contractor. If charges are dismissed or the vendor is found not guilty, the suspension shall be lifted automatically upon written notification and proof of final court disposition provided by the vendor to the City of Torrington. A vendor becomes insolvent, has proceedings in bankruptcy instituted against it or, compounds its debts or assigns over its estate or effects for payment thereof, or has a receiver or trustee appointed over its property.
- 5) A vendor's commission of any act or omission to perform act is grounds for debarment.
- 6) A vendor violates the ethical standards set forth in local, state, or federal law.
- 7) Any other cause the Purchasing Agent determines to be so serious and compelling as to materially and adversely affect responsibility of a vendor as a City contractor, including but not limited to suspension by another government entity

Debarment: A vendor may be permanently debarred for the following:

- 1) Default or failure to fully comply with the conditions, specifications, drawings, or terms of a bid, proposal, or contract with the City of Torrington twice in any three-year period.
- 2) Conviction of or judgment obtained in a court for commission of those offenses in connection with the vendor's commercial enterprise stated sections 3) or 4) of suspension section listed above. If the conviction is reversed through the appellate process, the debarment shall be removed upon written notification and proof of final Court disposition from the vendor to the City of Torrington.

TRADE NAME REFERENCES: Any and all references to trade names, types, styles, model numbers, stock numbers or catalogs are intended to be descriptive only and not restrictive. The intention is to indicate to bidders the type and quality of the articles and or materials that will be satisfactory. When reviewing the information, it is the responsibility of the prospective bidder to inform the City of Torrington of any discrepancy that is found (i.e. number listed does not fit item description) Bids received on other makes or models with reference to other catalogs will be considered. The bidder is to clearly state in his bid exactly what he intends to furnish and to furnish with his bid a cut or illustration or other descriptive matter that will clearly indicate and give specification as to the product he/she proposes to furnish. Where a bid is offered on an item other than the trade standard used in the specification the item should be identified on the bid form by entering the MAKE, TRADE NAME AND MODEL NUMBER. It is understood that any substitute and/or alternate that might be offered are guaranteed by the bidder to be of equal or better quality than is referenced in the bid. The item(s) must be equivalent as to function, basic design, type and quality of material, method of construction and any required dimensions. It shall be further understood that during original as well as subsequent shipments spot checks will be performed to insure that the items received are in fact the items offered in the bid. When received, should items/materials prove to be different from what was bid in any way, the bidder agrees to the return of the items and agrees to supply correct items (per bid specifications) at the bidders expense. In the event this return action is required, it is understood the bidder may be subject to removal from the city's approved bidder's list. Bidders are cautioned that surplus, seconds, factory rejects, floor samples, close outs or distressed items are not acceptable and shipments of substitutions, defective or shop-worn equipment will be returned for a full refund at the vendor's expense.

QUANTITY: The quantities and/or materials listed in the specifications/bid sheets may be increased or decreased by the City of Torrington or its designated representative based on actual need at the time the purchase orders are placed.

QUALITY: The City of Torrington reserves the right to reject any proposal in whole or in part offering equipment and/or materials and/or services that in its or its agent's opinion does not meet the quality standards desired. Such decision is final and not subject to further recourse by the bidder.

SAMPLES: forwarded by the bidder will be returned to the bidder at his request and expense. Requests for return of samples must be submitted in writing at the time the sample is given to the City of Torrington or its representative. Samples not returned to the bidder will be disposed of at the discretion of the City of Torrington or its designated representative. Large pieces of equipment submitted for evaluation and inspection are to be picked up by the bidder within 30 days of the bid opening date. Items remaining after 30 days will be discarded.

AWARD: It is the intent to award this bid in its entirety to one bidder, however, the City reserves the right to award the bid line item by line item if it is deemed in its best interest to do so. In addition, bidders are advised that should budgetary constraints dictate, part, and/or all the items in this bid may be rejected. This decision shall be considered final and not subject to recourse by the bidder.

In determining the lowest or highest responsible bidder, the City reserves the right to consider, in addition to price, the compatibility, quality, cost of maintenance and availability of parts, experience and/or past performance of the bidder, sufficiency of the financial resources of the bidder as relates to the offerings as well as the ability of the bidder to provide

future maintenance and service.

Documents previously submitted to the city of Torrington will not be considered as satisfying submission requirements for this bid.

No bidder can claim any contract rights by virtue of bidding alone. Awarding of the contract means actual written notice by letter and a properly executed purchase order to the bidder or bidders to whom the bid has been awarded.

BONDS:

Performance Bond: The Contractor, when awarded the Bid, must submit within 10 days of the bid award, and before beginning the work or signing a contract, a Performance Bond amounting to one hundred percent (100%) of the total amount of the bid. Said performance bond must be in favor of the City of Torrington and executed by a surety company authorized to do business in the State of Connecticut. The City of Torrington reserves the right to retain the Bid Bond or Certified Check on bids below \$25,000.00 as a Performance Bond. On bids of \$25,000.00 or more the Performance Bond may be furnished in the following manner: Performance Bond, Surety Bond, Certified Check, or Bank Check.

Maintenance Bond: The contractor, upon signing a contract and before beginning the work must submit to the Purchasing Agent a Maintenance Bond to guarantee that if defects in either labor or materials becomes evident within one year after completion and acceptance of work will be fixed at no cost to the City of Torrington. The maintenance bond may be included as a portion of the Performance bond or as a separate bond. If it is issued as a separate bond said maintenance bond must be in favor of the City of Torrington and issued by a surety company licensed and authorized to do business in the State of Connecticut.

Labor and Material Bonds: Per Section 49-41 of the Conn. General Statutes, on Public Works project where the estimate is in excess of \$25,000.00, a labor (payment) and material bond must be furnished to the City. Said bonds must be filed with the Purchasing Agent prior to the commencement of work.

Consent for Release of Final Payment: AIA Document G707 & G706, or equivalent, must be signed and returned by the Surety Company before final payment will be released to the contractor.

INSURANCE:

Certificate of Insurance: All insurers must have an AM Best rating of A-V11 or better and admitted to do business in the State of Connecticut. All insurance policies must include a Waiver of Subrogation whereby the insured waives its right to subrogate against the City, its subsidiaries, employees, volunteers, directors and officers. Proof of proper insurance coverage, Workers Compensation Insurance, Liability and Property damage, and Vehicle Insurance shall be filed with the City of Torrington Purchasing Agent within 10 days after the award of the bid. The Certificate of Insurance must name the City of Torrington, 140 Main St., Torrington, CT, its subsidiaries, employees, volunteers, directors & officers as the "Additional Insured" and filed with the Purchasing Agent prior to commencement of work. Renewal Certificates of Insurance must be mailed to the Purchasing Agent 10 days prior to the expiration of the required coverage.

Workman's Compensation Insurance: The Contractor shall take out and maintain during the life of the contract adequate Workman's compensation Insurance for all the employees employed on said work. In case any class of employees or subcontractors is engaged in hazardous work under the contract at the site of the work is not protected under the Workman's Compensation statute, the contractor shall provide Workman's Compensation Insurance for the protection of employees not otherwise protected.

Liability Insurance: The Contractor shall take out and maintain for the life of the contract, adequate public liability insurance insuring against liability to persons not employed by him in an amount of not less than \$1,000,000.00 for injuries, wrongful death to any one person and subject to the limit for each person in an amount of not less than \$2,000,000.00 on account of one accident and property damage insurance in an amount of not less than \$1,000,000.00.

Vehicle Insurance: The Contractor shall take out and maintain for the life of the contract, adequate automotive/truck or other vehicle insurance with minimum coverage of \$1,000,000.00 each for both liability and under insured and uninsured motorist as well as any other coverage required by the State of Connecticut or requested by an official of the City of Torrington as relates to the contract.

Additional Security: The City of Torrington reserves the right to require successful bidders to enter into and such security arrangements as are deemed necessary to protect the City of Torrington, its property and goods.

PERMITS: The successful bidder agrees to obtain all work/building permits as might be required. The cost of obtaining such permits is the responsibility of the bidder. The City of Torrington reserves the right to waive local permit fees. In addition, it shall be understood that where property lines are to be considered, bidders are to verify said lines and measurements with proper City Officials prior to commencement of work.

It is to be understood that any/all specifications and/or plans or drawings contained in or developed as a result of the bid process are and shall be presented subject to the approval of the City of Torrington planning, zoning and building officials and that awards made prior to said approval are subject to cancellation.

PREVAILING WAGE: When the State of Connecticut Prevailing Wage Rate is applicable to the bid, the successful bidder must submit a Certified Payroll Record prior to any request and/or invoice for payment.

CITIZENSHIP: Each employee of the Contractor shall be a citizen of the United States or an alien who has been lawfully admitted for permanent residence as evidenced by an Alien Registration Receipt Card. The Contractor agrees not to employ any person undergoing sentence of imprisonment except as provided by Public Law 89-176, September 10, 1965, (18 USC 4082)(c)(2).

SAFETY:

Machine and/or Equipment Hazard Assessment and Safety Training: Upon delivery of machines and/or equipment, suppliers are required to provide to the end-user employees, at no additional charge, a training session that will emphasize hazard awareness and assessment and the safe use of such machinery/equipment.

Occupational Safety and Health Act of 1970: Seller shall warrant that the machinery, equipment or other materials covered hereby shall upon delivery to the City of Torrington, be in compliance with the standards required by said Act and any updates as pertain to or reference said Act as well as the standards required by comparable State and local laws, if any, for such machinery, equipment or other materials in effect at the time of delivery.

Machines and/or Equipment Lockout/Tagout: In an effort to comply with OSHA's final rule on the control of hazardous energy sources, vendors must warrant that any and all machines and/or equipment as is covered under this bid will be supplied and/or installed equipped with lockout/tagout devices as prescribed by OSHA.

Toxic Substance Control Act (PL94-469): Seller warrants that each and every chemical substance constituting or contained in the products sold or otherwise transferred to the City of Torrington under this bid and subsequent purchase orders is not on the list of prohibited chemical substances compiled and published by the Administrator of the Environmental Protection Agency pursuant to Act PL94-469 and are otherwise in compliance with said Act.

Hazardous Materials: Any materials required by this bid and subsequent purchase orders that are hazardous under federal, state, or local statute, ordinance, regulation, or agency order will be packaged, labeled, marked and shipped by the seller to comply with all federal, state and local regulations then in effect including but limited to the provisions of the Hazardous Materials Transportation Act and Regulations promulgated thereunder and will further comply with any special requirements and any policies and procedures of the City of Torrington relating to the purchase of hazardous materials as might be noted on subsequent purchase orders or otherwise communicated to seller in writing.

Material Safety Data Sheets: Shall be provided by the Seller upon delivery to the City of Torrington of any goods having constituents listed in the following references - OSHA 1910, ACHIG Current Threshold Values, DOT HazMat Table 49, IARC Carcinogen List, National Toxicology Program Carcinogen List, and/or Radioactive Materials. These Material Safety Data Sheets must be consistent with and include information required by the OSHA Hazard Communication Standard published as 29 CFR 1910.1200, as the same may be amended or supplemented from time to time.

Asbestos: Bidders are advised that asbestos-containing material may be located in the boiler rooms, pipe tunnels, storage areas and various portions of City buildings. Before proceeding on any contractual work on City buildings or their interiors, it is mandatory that bidders familiarize themselves with the asbestos-containing material and that said material be considered as a health hazard and all precautionary measures according to the Ahera Rules & Regulations be observed. It is the bidder's responsibility to notify all employees and/or subcontractors of this notification.

SUBCONTRACTORS: The successful bidder shall not employ any subcontractor to fulfill any of the duties herein specified without express, prior written approval of the City of Torrington or its designated agent.

EEO: The successful bidder shall provide any/all additionally required, affirmative action statements, fair employment plans and non-discrimination programs and statement as might be required by the City of Torrington. In connection with the execution of this bid, subsequent purchase orders and/or contracts, the seller shall not discriminate against any employee or applicant for employment because of age, race, religion, color, sex or national origin. Bidders must comply with all rules & regulations of the Department of Labor with regard to Equal Employment Opportunities as pertains to municipalities.

TERMINATION OF CONTRACT: Any contract entered into by the City and the successful bidder shall provide that the City may terminate the contract upon thirty (30) days notice to the bidder.

The City of Torrington reserves the right to award or reject any or all bids, or any portion thereof, to waive technicalities, to award the contract to a bidder other than the lowest bid and to award the bid and/or contracts to one or more bidders submitting essentially identical proposals and, that in the city's judgment, will best serve the public interest.

The terms and conditions of these "Instructions To Bidders" are made a part this bid.

SAMPLE FORM

Bid # _____

NON-COLLUSION AFFIDAVIT

STATE OF CT COUNTY OF New Haven

I, Robert Sachs, being first duly sworn, deposes and says that:

1. I am Robert Sachs
of Cherry Hill Construction, the bidder that has
submitted the attached request for proposal for demolition.
2. I am fully informed respecting the preparation and contents of the attached RFP and of all pertinent
circumstances respecting such bid,
3. Such Bid is genuine and is not a collusive or sham Bid,
4. Neither the Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties of
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 work for which
the attached Bid has been submitted nor has it 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 other Bidder, or to fix any overhead, profit or cost element of the Bid price or the
price of any Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any
advantage against the City of Torrington or any person interested in the proposed Bid; and
5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion,
conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives,
owners, employees, or parties in interest, including this affiant.

Signed [Signature]

Title President

Subscribed and sworn to before this
04 Day of January, 2022.

[Signature]
Notary Public

My commission expires 4-30-24

ELLEN S. PELLEGRINO
NOTARY PUBLIC
MY COMMISSION EXPIRES 4-30-24

NOTE: Documents must be signed before and sealed by a Notary Public. Only documents bearing a notary seal will be accepted.

REQUEST FOR PROPOSAL

RFP # BDS-026-012722

BUILDING DEMOLITION SERVICES

The City of Torrington (City) is requesting Competitive Sealed Proposals from licensed and qualified Firms (contractor, bidder) interested in contracting with the City to provide building demolition services for the removal and clean-up of a 910 SF single-story single-family residence located at 590 Newfield Spring Road (aka 590 Newfield Spring Rd.), Torrington, Connecticut 06790. The location of the building is shown on the aerial map attached to this document. The contractor at contractor's expense shall provide Dumpster, if necessary.

The City will not be liable for any costs incurred in the preparation of the response for this Request for Proposal. Any alleged oral agreement made by a bidder or contractor with any agency or employee of the City of Torrington will be disregarded.

The contractor shall provide all personnel, equipment, materials, tools, transportation, supervision, insurance, and labor as may be required for demolition, removal and disposal of a 910 SF single-story single-family residence located at 590 Newfield Spring Road (**aka 590 Newfield Spring Rd.**), Torrington, Connecticut 06790. Contractor engaged in project activity at the site will comply with applicable provisions of the Occupational Safety and Health Act of 1970, the safety and health requirements set forth in Occupational Safety and Health Administration regulation 29 CFR 1910.120, where applicable, and any applicable state, city or local safety codes. The Contractor will be responsible for supplying and utilizing necessary equipment required for safety precautions for the Contractors and subcontractors' employees engaged in this project.

All permits and Insurance Policies are the responsibility of the Contractor and shall be supplied to the City of Torrington prior to commencement of work.

There will not be a public opening of this bid

**AN AFFIRMATIVE ACTION/EQUAL OPPORTUNITY EMPLOYER
MBE'S WBE'S AND SBE'S ARE ENCOURAGED TO APPLY**

Proposals will be received at the Office of the Purchasing Agent, City Hall, 140 Main Street, Room 206, Torrington, Connecticut 06790 until **Thursday, January 27, 2022 by 11:00 A.M.** Proposals received later than date and time specified will be rejected and returned unopened. One original and two (2) exact copies shall be placed in a sealed envelope and clearly marked "**RFP # BDS-026-012722, BUILDING DEMOLITION SERVICES**". Bids shall be submitted in a clear, concise and legible manner to permit proper evaluation. All prices and notations must be typed or printed in ink. Mistakes may be crossed out and corrections must be initialed in ink by the person signing the bid. Contractors mailing proposals should allow normal delivery time to ensure timely receipt of their proposals. In the case where City Hall is closed for weather related or some other emergency related circumstance, then submittals shall be due the next day when City Hall reopens for business, no later than 11:00 a.m. on that day. Proposals not clearly identified, run the risk of being opened prior to the scheduled Bid Opening time. Once opened such bids are public record. All proposal submissions and materials become property of the City and will not be returned. **No faxed or e-mailed proposals will be accepted.**

This Bid shall remain open and shall not be withdrawn for a period of ninety (90) days from the date set for its opening. The 90-day period may be extended upon written mutual agreement.

The City of Torrington reserves the right to award or reject any or all bids, or any portion thereof, to waive technicalities, to award the contract to a bidder other than the lowest bid and to award the bid and/or contracts to one or more bidders submitting essentially identical proposals and, that in the city's judgment will best serve the public interest.

**SPECIFICATIONS
BUILDING DEMOLITION SERVICES
RFP# BDS-026-012722**

The City of Torrington (**City**) is requesting Competitive Sealed Proposals from licensed and qualified firms interested in contracting with the City to provide building demolition services for the removal and clean-up of a 910 SF single-story single-family residence located at 590 Newfield Spring Road (**aka 590 Newfield Spring Rd.**), Torrington, Connecticut 06790. The location of the building as shown on the aerial map attached to this document.

Project Requirements:

Hazardous Materials – The City of Torrington has completed a Pre-Demolition Asbestos Survey and Lead TCLP Analysis of the residence, and a copy of the report is attached to this document. The contractor will be responsible for removal, and proper disposal of these items. In addition, all PCB-containing fluorescent ballasts and mercury-containing lamps shall be removed and properly disposed of.

Utility Disconnects – Electric has been previously disconnected and meter removed, Utility disconnect letter attached. Gas was not present, and Utility disconnect letter attached. The Well has been cut and capped and Letter of disconnect attached. Contractor shall arrange for **locating** and disconnecting/abandoning of the septic. The contractor will be responsible for notifying Health Department once the septic is abandoned for the necessary documentation.

Responsibility for Temporary Facilities – The contractor will be responsible for all temporary facilities necessary to successfully complete the project – to include, but not limited to, portable restrooms, site fencing, site security, etc.

Certifications and permits – The contractor will be responsible for obtaining all certifications and permits necessary for completion of the project from the appropriate regulatory agencies including all requirements of the City of Torrington Demolition Checklist, Application for Demolition Permit, and State of Connecticut Department of Public Health Demolition/Notification Form (copies attached).

Notifications – The contractor will be responsible for notifying Health Department and abutting property owners. Written proof of all such notifications are required. As the building is over 50 years old, the city of Torrington will publish notice of intent to demolish such structure in a newspaper of general circulation in the municipality in which the structures are located within 5 days of the filing of the Demolition Application. The public will be allowed to voice concerns about the demolition. Contractor shall pay legal add cost for notification.

Demolition – The licensed contractor will be responsible for demolition, removal, and proper disposal of structure and contents of the building. The contractor will be responsible for all costs of transport and proper disposal of all demolition debris.

Reuse of Materials – No materials from the project are proposed for reuse by the City.

Salvage of Materials – Unless referenced otherwise in an addendum, the contractor shall take ownership of all scrap/salvage materials.

Extent of Underground Demolition – The contractor will be responsible for demolition of all slabs and all underground structures. Suitable material shall be placed as backfill in all excavated areas and graded to the elevation necessary to provide positive surface drainage to all areas of the site.

Special Requirements – Caution and care must be exercised to prevent damage to adjacent property, structures, and sidewalks and to ensure that existing businesses in the area can operate normally without disruption during demolition activities.

Expected Condition of Site at Completion of Demolition – It is expected that the contractor will backfill all excavated areas with suitable material and fine grade the area to provide positive surface drainage. The contractor will be responsible for installation of silt fence at the edge of curb or sidewalk to prevent sediment runoff. New Grass seed shall be planted on entire graded surface. Suitable material for backfill shall conform to the requirements of Section M.02 of the Connecticut DOT Form 817 for Granular Fill consisting of broken or crushed stone, gravel, reclaimed aggregate or a mixture thereof.

Proposal Requirements: Interested firms are encouraged to attend a pre-proposal meeting and walkthrough of the site (see date, time and location below). Submission of a proposal will serve as certification that the Contractor is familiar with the site and project requirements.

Contractor shall add the City, its officers, employees and agents as “**an additional insured**” on any policy of insurance required under this agreement in the “Instructions to Proposers”. The contractor shall indemnify the City against all costs for which the City may be found liable as a result of an act or omission of the contractor.

Interested firms must at a minimum, provide the following information:

- **Qualifications/Experience:** Describe the firm’s qualifications and experience with this type of work. Give examples and reference contact information for previous similar projects.
- **Approach:** Describe how the work will be accomplished: What measures will be employed to protect adjacent structures from damage? What practices will be used to minimize disruption of existing business operations?
- **Schedule:** Provide an estimated project schedule to complete the scope of work.
- **Safety:** Provide information regarding Firm’s safety record, and describe the specific safety measures/plan to be used in this project to protect personnel, public, structures and infrastructure.
- **License:** Contractor must be licensed and insured to do business in the State of Connecticut.

Firms are required to submit one (1) original and two (2) exact copies of the proposal. Proposals should be limited to no more than fifteen (15) pages. Additional supplemental information may be submitted under a separate cover in order to aid in firm selection. This information may include staff resumes, descriptions of similar municipal projects, project references, and a description of the conceptual approach to meeting the project requirements. The firm may also submit, under a separate cover, an example of a project previously completed at another municipality that is similar in size and scope to the work described above.

PROJECT WALKTHROUGH DATE: WEDNESDAY, JANUARY 12, 2022 - 10:00 AM
at 590 Newfield Spring Road (aka 590 Newfield Spring Rd.), Torrington, CT 06790

A representative of all interested firms are encouraged to attend this pre-proposal meeting and walkthrough of the site. Representatives of the City will be available for questions regarding the RFP. Contractors should report to the site by **10:00 AM** at 590 Newfield Spring Rd. (**aka 590 Newfield Spring Rd.**), Torrington, CT 06790. Questions will be answered through an addendum which will be posted on the City and State websites. All questions are due no later than **4:00 pm on Tuesday, January 18, 2022**. Submit all questions to Pennie Zucco, pennie_zucco@torringtonct.org.

PROPOSAL DUE DATE: THURSDAY, JANUARY 27, 2022 11:00AM

Interested firms should submit one (1) original and two (2) exact copies of Proposals to:
Pennie Zucco – Purchasing Agent
City of Torrington
140 Main Street, Room 206
Torrington, CT 06790 Phone: (860) 489-2225
pennie_zucco@torringtonct.org

Proposals are due on or before the submission deadline noted above at City Hall located at 140 Main Street, Room 206. All proposal packages must be sealed and clearly marked **"RFP # BDS-026-012722, BUILDING DEMOLITION SERVICES"** with company name and address on the outside for easy identification by the City. Proposals may be hand delivered prior to the submission deadline at the address listed above. Directions may be obtained by calling (860) 489-2225. All proposals received later than the submission deadline will not be accepted or considered. Facsimile (FAX) transmissions or e-mails will not be considered or accepted. The City will not be responsible for late submission caused by the postal service, other carriers, or any other delivery problems regardless of the reason.

QUESTIONS AND INQUIRIES: The deadline for the submission of all questions and inquiries concerning this RFP is **Tuesday, January 18, 2022 at 4:00 pm**. All questions must be directed to Pennie Zucco, Purchasing Agent in writing and e-mailed to pennie_zucco@torringtonct.org.

The bidder hereby acknowledges receipt of and agrees this submittal is based on the BID and the following addenda. Failure to indicate receipt of addenda may result in the bidder being rejected as nonresponsive.

ADDENDUM # <u>1</u>	DATED <u>1/24/22</u>	ADDENDUM _____	DATED _____
ADDENDUM # <u>2</u>	DATED <u>1/24/22</u>	ADDENDUM _____	DATED _____
ADDENDUM # _____	DATED _____	ADDENDUM _____	DATED _____

(If additional Addenda's issued, attach a complete listing of these addenda when submitting this RFP)

The City of Torrington reserves the right to award or reject any or all bids, or any portion thereof, to waive technicalities, to award the contract to a bidder other than the lowest bid and to award the bid and/or contracts to one or more bidders submitting essentially identical proposals, and that in the city's judgment, will best serve the public interest.

**AN AFFIRMATIVE ACTION/EQUAL OPPORTUNITY EMPLOYER
MBE'S WBE'S AND SBE'S ARE ENCOURAGED TO APPLY**

**APPENDIX A
ACCEPTANCE OF TERMS OF THIS AGREEMENT
BUILDING DEMOLITION SERVICES
RFP # BDS-026-012722**

Name of Proposer:

John Pellegrino

Contact Person:

John Pellegrino

Address:

51 Ciro Rd.

City/State/Zip:

North Branford, CT 06471

Federal Tax Identification Number: (FEIN) 060906217

Telephone: 203-488-7929

Fax: 203-488-6625

E-mail: John@Cherryhillinc.com

Authorized Signature



Title:

Construction Manager

Name Printed:

John Pellegrino

Date:

1/24/2022

It is agreed by the above signed proposer that the signature and submission of this proposal. Represents the proposer's acceptance of all terms, conditions, and requirements of the proposal specifications, and, if awarded, the proposal will represent the agreement between the parties.

The above signed has carefully examined the specifications and all other bidding documents related to the project, acquainted themselves with the site and all other conditions relevant to the work and made all evaluations and investigations necessary to fully understand any difficulties, which may be encounter in performing the work.

The proposer agrees that the cost of any work performed, materials furnished, services provided, or expenses incurred, which are not specifically delineated in the proposal documents, but which are incidental to the scope, intent, and completion of this contract, shall be deemed to have been included in the prices for the various items scheduled.

**APPENDIX B
STATEMENT OF REFERENCES
BUILDING DEMOLITION SERVICES
RFP# BDS-026-012722**

List at least four (4) references that demonstrate your ability to supply equipment and services included in the scope of the specifications. The City reserves the right to contact each of the references listed for additional information regarding your company's qualifications.

Reference No. 1

Customer Name/**Email**: _____
Contact Individual: _____ Phone No: _____
Address: _____
Contract Amount: _____ Year: _____
Description of project completed: _____

Reference No. 2

Customer Name/**Email**: _____
Contact Individual: _____ Phone No: _____
Address: _____
Contract Amount: _____ Year: _____
Description of project completed: _____

Reference No. 3

Customer Name/**Email**: _____
Contact Individual: _____ Phone No: _____
Address: _____
Contract Amount: _____ Year: _____
Description of project completed: _____

Reference No. 4

Customer Name/**Email**: _____
Contact Individual: _____ Phone No: _____
Address: _____
Contract Amount: _____ Year: _____
Description of project completed: _____

Reference No. 5

Customer Name/**Email**: _____
Contact Individual: _____ Phone No: _____
Address: _____
Contract Amount: _____ Year: _____
Description of project completed: _____



CITY OF TORRINGTON
Addendum # 1

**THE CITY OF TORRINGTON HAS ISSUED ADDENDUM 1 PERTAINING TO QUESTIONS/
ANSWERS FOR BUILDING DEMOLITION SERVICES**

RFP# BDS-026-012722 BUILDING DEMOLITION SERVICES

Date of bid opening: January 27, 2022 **Time:** 11:00 AM **Location:** City Hall, 140 Main St., Room 206, Torrington, CT

Submit signed addendum with bid.

The City of Torrington reserves the right to accept or reject any or all bids or any portion thereof, to waive technicalities, and to award the contract as will best serve the public interest.

Dated in Torrington: 1/20/2022

Purchasing Agent _____
Pennie Zucco

Company name Cherry Hill Construction

Authorized Representative Robert Sachs

Authorized Signature _____

Phone 203-488-7929 Fax 203-488-6625

Address 51 Giro Rd. North Branford, CT Email John@Cherryhillinc.com

City, State, Zip North Branford, CT 06471

Federal Tax Identification Number: (FEIN) 060906217

QUESTIONS/ANSWERS 1/20/2022

Q1) The Concrete Septic Tank; How do you want it dealt with; pumped and filled with sand; pumped, crushed and buried at its present location; Pumped, crushed and concrete removed off-site; etc.?

A1) The Septic tank, once located shall be pumped, filled with sand or appropriate aggregate, crushed and buried in its current location. Once completed, Torrington Health Department needs to be notified and the proper documentation filed by the contractor.

Q2) You have provided a Pre-demolition Survey, it appears some abatement work may have been done inside, does additional Abatement need to be done?

A2) Any previous abatement work was completed by the properties previous owner. No other abatement work has been done on the property by the City of Torrington. It is the responsibility of the contractor if further abatement is required based on the information in the Pre-demolition report.

Q3) How is prevailing wage established for this project? Is it or isn't it a wage job?

A3) Prevailing wage will be established based on the State requirements of Connecticut General Statute Section 31-53(g)

Q4) Does the foundation concrete need to be removed off-site or can we crush the foundation concrete and bury it on-site?

A4) The contractor will be responsible for demolition of all slabs and all underground structures. Suitable material shall be placed as backfill in all excavated areas and graded to the elevation necessary to provide positive surface drainage to all areas of the site. Suitable material for backfill shall conform to the requirements of Section M.02 of the Connecticut DOT Form 817 for Granular Fill consisting of broken or crushed stone, gravel, reclaimed aggregate or a mixture thereof.

Q5) We assume we rough and finish grade with on-site material (no topsoil) and seed the disturbed area?

A5) It is expected that the contractor will backfill all excavated areas with suitable material and fine grade the area to provide positive surface drainage. If existing on-site is deemed unsuitable, new proper fill will be needed. The contractor shall fine grade the area to provide positive surface drainage. New Grass seed shall be planted on entire graded surface. The contractor will also be responsible for installation of silt fence at the edge of curb or sidewalk to prevent sediment runoff. It is the intention of the city of Torrington to have the property become a grass park when completed.

Q6) Do we use on-site material to final grade site?

A6) It is expected that the contractor will backfill all excavated areas with suitable material and fine grade the area to provide positive surface drainage. If existing on-site is deemed unsuitable, new proper fill will be needed.

Q7) Is site erosion control and stabilization required?

A7) The contractor will be responsible for installation of silt fence at the edge of curb or sidewalk to prevent sediment runoff.

Q8) Is it possible to receive the sign-in sheet from the site visit held on January 12?

A8) see attached

Q9) I was told the foundation needs to be removed. Can we fill in the foundation hole with the existing old cinder blocks or does it need to be removed offsite?

A9) The contractor will be responsible for demolition of all slabs and all underground structures. Suitable material shall be placed as backfill in all excavated areas and graded to the elevation necessary to provide positive surface drainage to all areas of the site. Suitable material for backfill shall conform to the requirements of Section M.02 of the Connecticut DOT Form 817 for Granular Fill consisting of broken or crushed stone, gravel, reclaimed aggregate or a mixture thereof.

Q10) There is a grade from the street up to the house. I was told we can grade that into the foundation. Please confirm

A10) The contractor shall fine grade the area to provide positive surface drainage. This may be graded into the foundation so long the appropriate drainage for the site is obtained. The contractor will also be responsible for installation of silt fence at the edge of curb or sidewalk to prevent sediment runoff.

Q11) Just wondering is the demolition contractor is responsible for removing the pile of wood and all other items on the property?

A11) It will be the responsibility of the winning contractor to remove any debris including the wood piles, construction debris, shed and any other structures current from the property. It is the intention of the city of Torrington to have the property become a grass park when completed.

Q12) What is to be done with the Heating Oil tank?

A12) It will be the responsibility of the winning contractor to properly dispose of any oil from the tank and then properly remove and dispose of the Oil tank in compliance with all federal, state, and local regulations.



CITY OF TORRINGTON
Addenda #2

**THE CITY OF TORRINGTON HAS ISSUED ADDENDUM 1 PERTAINING TO QUESTIONS/
ANSWERS FOR BUILDING DEMOLITION SERVICES**

RFP# BDS-026-012722 BUILDING DEMOLITION SERVICES

Date of bid opening: January 27, 2022 **Time:** 11:00 AM **Location:** City Hall, 140 Main St., Room 206, Torrington, CT

Submit signed addendum with bid.

The City of Torrington reserves the right to accept or reject any or all bids or any portion thereof, to waive technicalities, and to award the contract as will best serve the public interest.

Dated in Torrington: 1/20/2022

Purchasing Agent _____
Pennie Zucco

Company name Cherry Hill Construction

Authorized Representative Robert Sachs

Authorized Signature _____

Phone 203-488-7927 Fax 203-488-6625

Address 51 Circle Rd. Email John@Cherryhillinc.com

City, State, Zip North Branford, CT 06471

Federal Tax Identification Number: (FEIN) 060906217

QUESTIONS/ANSWERS 1/20/2022

Q1) How is prevailing wage established for this project? Is it or isn't it a wage job?

A1) Prevailing wage rates shall not apply where the total cost of all work to be performed by all contractors and subcontractors is less than one hundred thousand dollars in accordance with State of Connecticut State Statute Sec. 31-53(g).

Q2) Should the driveway be removed as part of this project?

A2) Please note there is an existing paved driveway in poor condition to the right side of the house. This will need to be removed as well and regraded to the same condition as the rest of the property. All excavated pavement shall be removed from site and disposed of per state guidelines. This shall be included in the submitted bids.

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Cherry Hill Construction, Inc.
51 Ciro Road
North Branford, CT 06471

SURETY:

(Name, legal status and principal place of business)

U.S. Specialty Insurance Company
13403 Northwest Freeway
Houston, TX 77040-6094
Mailing Address for Notices

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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

OWNER:

(Name, legal status and address)

City of Torrington
140 Main Street
Torrington, CT 06790

BOND AMOUNT: 5%

Five Percent of Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)

Demolition of 590 Newfield Springs Road, Torrington

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner 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. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 19th day of January, 2022.

(Witness)

(Witness)

J A Piccirillo, Witness as to Surety

Cherry Hill Construction, Inc.

(Principal)

(Seal)

By:

(Title)

U.S. Specialty Insurance Company

(Surety)

(Seal)

By:

Jessica L. Piccirillo, Attorney-in-Fact





**TOKIO MARINE
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: City of Torrington

This Power of Attorney shall expire without further action on April 23rd, 2022. 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 canceling 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 23rd day of September, 2019.

**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 23rd day of September, 2019, before me, Sonia O. Carrejo, 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.

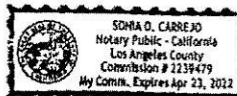
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

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 19th day of January, 2022.

Corporate Seals



[Signature]
Kio Lo, Assistant Secretary

HCCSPOACONSOLEBONDSP2019.09



State of Connecticut
Department of Administrative Services
Office of State Fire Marshal

This Certificate is issued in Accordance with Connecticut General Statute's section 29-402 inclusive,
by the Commissioner of the Connecticut Department of Administrative Services, which is non-transferable to:

Cherry Hill Construction Co
Licensed as a
DEMOLITION CONTRACTOR

Located at
51 Ciro Rd. North Branford, CT 06471

License No: DMCR.001540
License Class: CLASS A
Designated Technical Expert:
Robert Sachs

Issuance Date: **07/01/2021**
Expiration Date: **06/30/2022**

Class A License is required for the demolition of any structure or portion thereof greater than two and one-half stories or 35 feet in height.

Class B License is required for the demolition of any structure or portion thereof equal to or less than two and one-half stories or 35 feet in height.

Josh Geballe
Commissioner



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

Contractor References

KGI Properties

10 Memorial Blvd, Suite 901

Providence, RI 02903

Contact: Rich Granara

Phone: 617-548-8411

Email: r.granara@kgiproperties.com

C.E. Floyd Company

311 Centerpoint Drive

Miiddletown, Ct 06457

Contact: Steve Clark

Phone: 860-982-3162

Email: SClark@cefloyd.com

Winstanley Construction Management, LLC

300 George Street

New Haven, CT 06511

Contact: Michael C. Tighe

Phone: 203-889-3271

Email: mtighe@winent.com

Samuels & Associates

333 Newbury Street

Boston, MA 02115

Contact: Lawrence Green

Phone: 617-247-3434

Email: lgreen@samuelsre.com

KBE Building Corporation

PO Box 4052

Farmington, CT 06034

Contact: Tony Mancini

Phone: 860-250-3736

Email: tmancini@kebbuilding.com



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

Petra Construction
98 Rebesch Drive
North Haven, CT 06473
Contact: Al Pacelli
Phone: 203-865-6043
Email: apacelli@petraconstruction.com

C.E. Floyd Company
311 Centerpoint Drive
Middletown, Ct 06457
Contact: Craig Johnson
Phone: 860-559-3250
Email: Cjohnson@cefloyd.com