

TOWN OF LEDYARD

BID FORM: BID #2023-08

The undersigned, as Bidder, declares that he has familiarized himself with the specifications and the invitation to bid which he understands and accepts as sufficient for the purpose intended, and agrees to furnish the Town of Ledyard with the following in accordance therewith:

OVERSIZED BULKY WASTE (OBW) REMOVAL 2023-2025

Fee: \$ 245.00 per removal.

\$ 105.00 per ton.

The Contractor will be paid the combined total of the removal fee for each pull and the tonnage fee according to each load.

PROPOSED DISPOSAL FACILITY

Identify the facility which is intended to be used for disposal of the waste handled under this contract.

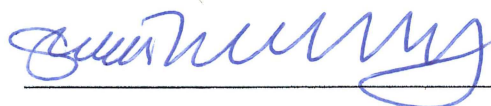
Facility Name CWPM, LLC

Address 45 4th Street, New London, CT 06320

NON-COLLUSIVE BID STATEMENT

The undersigned Bidder certifies that his bid is made independently and without collusion, agreement, understanding, or planned course of action with any other Bidder and that the contents of his bid shall not be disclosed to anyone other than his employees, agents, or sureties prior to the official bid opening.

SIGN HERE >



Date 5/23/2023

Print Name Jason Manafort

Tel 860-747-1335

Company Name CWPM, LLC

FAX 860-793-2624

Address 25 Norton Place

Plainville, CT 06062

## **REFERENCES**

### **City of New Britain**

*Curbside Refuse and Recycling Services*

West Main St., New Britain, CT, Mark Moriarty 860-826-3350

### **Town of Plymouth**

*Curbside Recycling Services, Transfer Station Hauling*

80 Main Street, Plymouth, CT, DPW 860-585-4030

### **City of New Haven**

*Operation, Maintenance and Management of Transfer Station*

34 Middletown Ave., New Haven, CT 06511, Pierre Barbour 203-946-6345

### **MIRA**

*Operations, Maintenance and Management of Transfer Stations*

200 Corporate Place, Rocky Hill, CT, 860-757-7700

### **The Metropolitan District**

*MSW and Cardboard Hauling and Disposal at HHW Collection Sites*

555 Main Street, Hartford, CT 06103 860-278-7850

# THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

## Bid Bond

**KNOW ALL MEN BY THESE PRESENTS**, that we **CWPM, LLC 25 Norton Place Plainville, CT 06062**

(Here insert full name, and address or legal title of Contractor)

as Principal, hereinafter called the Principal, and **Atlantic Specialty Insurance Company Plymouth, MN 55441**  
a corporation duly organized under the laws of the State of **NY** as Surety, hereinafter called the Surety, are held and  
firmly bound unto **Town of Ledyard 741 Colonel Ledyard Highway Ledyard, CT 06339**

(Here insert full name, and address or legal title of Owner)

as Obligee, hereinafter called the Obligee, in the sum of **One Thousand and no/100 Dollars (\$1,000.00)**

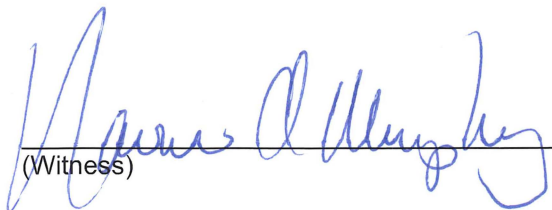
For the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our  
heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for  
**2023-08 - Bulky Waste Removal**

(Here insert full name, address and description of project)

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract  
with the Obligee in accordance with the terms of such bid and give such bond or bonds as may be specified in the  
bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for  
the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the  
Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference  
not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the  
Obligee may in good faith contract with another party to perform the Work covered by said bid then this obligation  
shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this **23rd** day of **May, 2023**

  
(Witness)

**CWPM, LLC**

(Principal)

 (Seal)

Jason Manafort  
Managing Member

Atlantic Specialty Insurance Company

(Surety)

 (Seal)

Bette A. Botticello, ATTORNEY-IN-FACT





## Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **Mark D. Leskanic, Bette A. Botticello**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:


Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this twenty-seventh day of April, 2020.

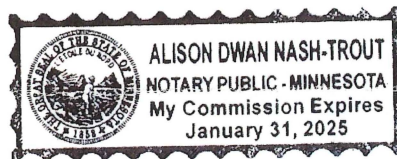


STATE OF MINNESOTA  
HENNEPIN COUNTY

By

  
Paul J. Brehm, Senior Vice President

On this twenty-seventh day of April, 2020, before me personally came Paul J. Brehm, Senior Vice President of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, that he is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.





Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

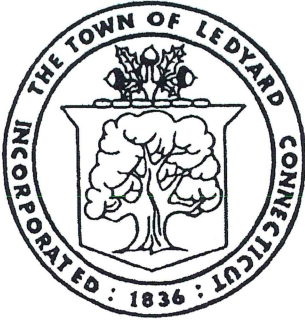
Signed and sealed. Dated 23rd day of May, 2023.

This Power of Attorney expires  
January 31, 2025





Kara Barrow, Secretary



**TOWN OF LEDYARD**  
**CONNECTICUT**  
**PUBLIC WORKS DEPARTMENT**

741 Colonel Ledyard Highway  
Ledyard, CT 06339  
(860) 464-3238  
(860) 464-1126 fax

**BID PACKAGE**  
**for**  
**BID #2023-08**  
**BULKY WASTE REMOVAL**

**MAY 2023**

May 4, 2023

TOWN OF LEDYARD

INVITATION TO BID - #2023-08

The Town of Ledyard seeks sealed bids for the removal of Oversized Bulky Waste. Bidding documents may be obtained on-line at [www.ledyardct.org](http://www.ledyardct.org). Each bidder is responsible for checking the Town's website to determine if the Town has issued any addenda and, if so, to complete its proposal in accordance with the RFP as modified by the addenda.

Sealed proposals will be received until 2 P.M. on Tuesday, May 23, 2023, at 741 Colonel Ledyard Highway, at which time they will be publicly opened and read aloud in the office of the Mayor. Proposals received after that time will not be accepted and will be returned to the bidder unopened. Sealed proposals should be clearly marked "**BID #2023-08: BULKY WASTE REMOVAL.**"

Prospective Bidders may contact Public Works Director Steve Masalin at (860) 464-3238 for additional information or clarification of the bidding process. The Town of Ledyard reserves the right to waive any technical defects in the bids; to reject any bids which do not conform to terms and conditions described in the specifications; to reject any or all bids and to again invite bids; and waive informalities or irregularities in the bidding process.

The contract will be awarded to the lowest responsible and qualified bidder whose bid is the lowest of those bidders possessing the skill, ability and integrity necessary to perform the work in good faith.



Matthew Bonin  
Director of Finance

EQUAL OPPORTUNITY/AFFIRMATIVE ACTION EMPLOYER

## INSTRUCTIONS

Detach the Bid Form and fill in by typewriter or in ink; pencil entries will not be accepted. Along with the Bid Form, Bidders shall provide a list of references.

Sign it, seal it in an envelope clearly marked to identify it as a **"BID #2023-08: BULKY WASTE REMOVAL,"** and submit it to:

Director of Finance  
Town of Ledyard  
741 Colonel Ledyard Hwy  
Ledyard, CT 06339

Your name and address must appear in the upper left-hand corner of the envelope and the name of the bid must appear in the lower left-hand corner of the envelope.

We will not accept or consider bids, withdrawals, or amendments received after the date and time specified.

We are exempt from Connecticut State sales tax; do not include this tax in your proposal.

If you believe that a possible conflict of interest may occur, should we accept your proposal and award a contract or a purchase order, then you must disclose this belief in a statement attached to the back of the Bid Form.

Please direct any questions to Steve Masalin at (860) 464-3238.



## SPECIFICATIONS

### INTENT

By this proposal the successful Bidder, hereinafter called the Contractor, shall remove and dispose of Oversized Bulky Waste, hereinafter referred to as OBW.

### GENERAL INFORMATION

Ledyard currently receives OBW at a Transfer Station at the site of its former landfill located at 889R Colonel Ledyard Highway. This OBW must be hauled by a qualified Contractor to an approved disposal site or facility. The proposed disposal facility shall be identified on the bid form.

Based upon current conditions the Contractor may anticipate removing an average of **ten (10) loads per month** under normal conditions.

All bids submitted shall be based upon the price of the removal of one load of OBW and the price per ton removed. Each Bidder shall include all costs associated with OBW removal, including provision of containers as noted below, in these prices. For purposes of bid comparison, 120 annual removals and 500 tons will be used.

Each Bidder must be or become familiar with all Federal, State, and Local regulations regarding the handling and disposal of solid waste and shall submit his bid accordingly.

The contract period shall be the two-year period from July 1, 2023 through June 30, 2025.

Under no circumstances shall the contract be signed until the Performance Bond and the Certificate of Insurance are filed with the Town.

### BID BOND

A Bid Bond or a Bank Check in the amount of One Thousand Dollars (\$1,000.00) is required and must be included with each bid proposal.

### PERFORMANCE BOND

Upon notice of contract award, the Contractor shall submit to the Town Treasurer a Performance Bond in the amount of Forty Thousand Dollars (\$40,000.00).



## INSURANCE

The Contractor shall be responsible for any and all damage caused by him or his agents, servants, employees, and must carry insurance under which the Town of Ledyard is named as an assured as evidenced by said Certificate being delivered to the Finance Director within ten (10) working days following receipt of the official notice of award. Such insurance must be by companies licensed to write such insurance in Connecticut against the following risks with the following minimum amounts:

- Workers's Compensation, as required by State Statute.
- Commercial General Liability:
  - \$2,000,000 General Aggregate
  - \$2,000,000 Products Completed Operations Aggregate
  - \$1,000,000 Personal & Advertising Injury
  - \$1,000,000 Each Occurrence Bodily Injury & Property Damage
  - \$100,000 Fire Damage Any One Fire
  - \$5,000 Medical Payments Any One Person
  - Including Explosion, Collapse, and Underground
- Automobile Liability:
  - \$1,000,000 Combined Single Limit Bodily Injury & Property Damage

The Contractor shall indemnify, hold harmless, and defend the Town of Ledyard from and against any and all liabilities, claims, penalties, thereto, including but not limited to, costs of defense, settlement, and reasonable attorney's fees, which may be alleged against the Town, or which the Town may incur, become responsible for, or pay out as a result of death, bodily injury to any person, damage to or destruction of any property, contamination of or adverse effects on the environment, or any violation or alleged violation of governmental law, regulation, order caused by, arising out of, or in any manner connected with his provision of waste removal services to the Town of Ledyard.

The Contractor shall be liable for and shall indemnify the Town of Ledyard from and against any injury or loss whatever resulting from the negligent act or omission of any employee or agent of the Contractor or from the failure of or the inadequacy of any of the Contractor's equipment.

## LEGAL WORKER STATUS

The successful Bidder agrees to assume sole and full responsibility for the legal worker status of any person he employs or for any person his subcontractor employs, in conformance with the provisions of the Federal Immigration Reform and Control Act of 1986.

#### ROLL-OFF CONTAINERS

The Contractor shall provide four (4) 30-cubic yard roll-off containers, which are to be placed at the Ledyard Transfer Station as specified by the Public Works Director.

Full containers shall be picked up at the Town Transfer Station and delivered to and unloaded at an approved disposal site or facility.

The Contractor shall pick up a container within 24-hour notification of its being full. An empty container shall be left in its place.

The loading of OBW shall be conducted and coordinated by Town of Ledyard Public Works Department personnel. The Town of Ledyard will be responsible for separation in order to comply with all regulations.

Payloads are expected to be not more than 10 tons. Trucks shall be registered to haul at least 10 tons.

The roll-off containers shall be used only for the disposal of the Town of Ledyard's OBW.

All loads shall be covered according to State and Local requirements. The Contractor will be responsible for supplying load covers and for covering loads.