

**TOWN OF EAST WINDSOR
BOARD OF SELECTMEN**

REGULAR MEETING
Thursday, April 18, 2024
7:00 p.m.

**THIS MEETING
IS BEING HELD IN-PERSON**
In the John Daly, Jr. Meeting Room
Town Hall, 11 Rye Street, Broad Brook, CT 06016

AND

REMOTELY via ZOOM Teleconference
Meeting ID: 332 683 3563
Passcode: townhall

DRAFT MEETING MINUTES

*******Minutes are not official until approved at a subsequent meeting*******

Board of Selectmen

Jason E. Bowsza, First Selectman
Marie DeSousa, Deputy First Selectman
Alan Baker, Selectman
Sarah Muska, Selectman
Keith Yagaloff, Selectman

ATTENDANCE: First Selectman Bowsza hosted the in-person meeting.
Deputy First Selectman DeSousa, Selectman Muska,
Selectman Baker and Selectman Yagaloff were present at
the in-person meeting.

ABSENT: Every Board Member was present.

GUESTS/SPEAKERS in-person: Paul Anderson, Wayne and Patricia Shary, Thomas
Buckley.

GUESTS/SPEAKERS signing in to meeting remotely: Tom Lansner and Heidi.

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1. TIME AND PLACE OF MEETING:

First Selectman Bowsza called the April 18, 2024, Regular Meeting of the East Windsor Board of Selectmen to Order at 7:00 p.m. in the John Daly, Jr. Meeting Room, Town Hall, 11 Rye Street, Broad Brook, CT 06016.

2. PLEDGE OF ALLEGIANCE:

First Selectman Bowsza requested Selectman Muska to lead everyone in reciting the Pledge of Allegiance.

3. ATTENDANCE:

Everyone was present at the meeting.

4. APPROVAL OF MINUTES:

MOTION: To **AMEND** the AGENDA to include March 21st Board of Selectmen meeting minutes.
Muska moved/Baker seconded/**DISCUSSION:** None

VOTE: In Favor: Muska/Yagaloff/Baker/DeSousa
(No one opposed/No one abstained)

A. April 4, 2024, Board of Selectmen Public Hearing:

MOTION: To **APPROVE** the Board of Selectmen's Public Hearing Minutes of April 4th, 2024.
Muska moved/Baker seconded/**DISCUSSION:**

VOTE: In Favor: Muska/Yagaloff/Baker
(No one opposed/DeSousa **abstained**)

B. April 4, 2024, Board of Selectmen Regular Meeting:

MOTION: To **APPROVE** the Board of Selectmen's Regular Meeting Minutes of April 4th, 2024.
Muska moved/Baker seconded/**DISCUSSION:**

Corrections:

- Selectman Muska – Page 3, motion to 'RECONSIDER' must be changed to 'RENEW'.

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- Page 4, First Selectman Bowsza asked *'the Arts and Culture Committee members to resubmit the application'* not *'Debbie Williams, the Chair of the Committee'*.
- Page 5, *'a card in the amount of \$24 would be'* must be corrected to *'\$25 was'*.
- Motions regarding Item 9C are not correct. Selectman Muska has never made a motion on any of the 9 items, including Selectman Baker seconding them. Therefore, the 9 requests for Congressionally Directed Spending ideas must be revised accordingly:

1. Blue Ditch Culvert Replacement-Spring Street and Holcombe Terrace:

In Favor: Muska/Yagaloff/Baker

2. Property Rehabilitation Incentive Program:

In Favor: Muska

Opposed: Baker

Not Sure: Yagaloff

3. Streetscape Improvements:

In Favor: Muska/Baker/Yagaloff

4. Neighborhood Pocket Parks Improvements:

In Favor: Muska/Baker

Opposed: Yagaloff

5. Lawrence Farm Commerce Park:

In Favor: Baker

Opposed: Muska/Yagaloff

6. Installation of Additional Pickleball Courts:

In Favor: Yagaloff

Opposed: Muska/Baker

7. Broad Brook Greenway Planning:

In Favor: Baker/Muska/Yagaloff

8. Public Safety Complex:

In Favor: Yagaloff

Opposed: Muska/Baker

9. Route 5 Corridor Study:

In Favor: Baker/Muska/Yagaloff

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- Page 12, should be revised to *"To APPROVE a Memorandum of Understanding Between the Town of East Windsor and AFSCME Council 4 Local 1303-166 East Windsor Public Works Union subject to First Selectman verifying that the insurance career approves the changes."*

MOTION to POSTPONE the APPROVAL of the Board of Selectmen's Regular Meeting Minutes of April 4th, 2024.

Baker moved/Yagaloff seconded/**DISCUSSION:** None

VOTE: In Favor: Muska/Yagaloff/Baker/DeSousa
(No one opposed/No one abstained)

MOTION to POSTPONE the APPROVAL of the Board of Selectmen's Regular Meeting Minutes of March 21st, 2024.

Muska moved/Baker seconded/Discussion: None

VOTE: In Favor: Muska/Yagaloff/Baker/DeSousa
(No one opposed/No one abstained)

5. PUBLIC PARTICIPATION:

Thomas Buckley, Kings Court, asked if Selectman Muska is the Secretary of the Board of Selectmen as she does most of the job.

Paul Anderson, 89 Main Street, never heard back about the trees disappearing.

First Selectman Jason Bowsa: The trees were old and dying.

Paul Anderson, 89 Main Street, Expansion of the soccer field has started.

First Selectman Jason Bowsa: The Town is not doing any work there. He will check in to find out.

6. COMMUNICATION:

None

7. BOARD AND COMMISSIONS RESIGNATIONS AND APPOINTMENTS:

A. Resignation:

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None

B. Reappointments:

1. Richard Tuller (U), Conservation Commission, regular member for a term expiring May 1, 2028

MOTION: To RE-APPOINT Richard Tuller to the Conservation Commission as a Regular Member for a term expiring May 1, 2028.

VOTE: DeSousa moved/Yagaloff seconded/**DISCUSSION:** None
In Favor: Muska/Yagaloff/Baker/DeSousa
(No one opposed/No abstentions)

2. Donna Grant (D), Conservation Commission, regular member for a term expiring May 1, 2028

MOTION: To RE-APPOINT Donna Grant to the Conservation Commission as a Regular Member for a term expiring May 1, 2028

VOTE: Muska moved/Baker seconded/**DISCUSSION:** None
In Favor: Muska/Yagaloff/Baker/DeSousa
(No one opposed/No abstentions)

C. New Appointments:

None

8. UNFINISHED BUSINESS:

None

9. NEW BUSINESS:

A. Discussion and Possible Vote on the Contract Extension Between the Town of East Windsor and Ondrick Materials & Recycling, LLC. (Attachment A):

First Selectman Jason Bowsza elaborated on the contract extension.

The Board of Selectmen deliberated and asked some questions for clarity.

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MOTION: To POSTPONE the possible VOTE on the Contract Extension Between the Town of East Windsor and Ondrick Materials and Recycling, LLC.
Baker moved/Muska seconded/**DISCUSSION:** None

VOTE: In Favor: Muska/Yagaloff/Baker/DeSousa
(No one opposed/No abstentions)

B. Discussion and Possible Vote on the Vactor Truck Purchase Offer From WPCA (Attachment B):

MOTION: To TABLE Item 9B until after the Executive Session.

VOTE: Muska moved/DeSousa seconded/**DISCUSSION:** None
In Favor: Muska/Yagaloff/Baker/DeSousa
(No one opposed/No abstentions)

C. Tax Refunds (Attachment C):

MOTION: To APPROVE tax refunds in the amount of \$23.14

VOTE: Muska moved/Baker seconded/**DISCUSSION:** None
In Favor: Muska/Yagaloff/Baker/DeSousa
(No one opposed/No abstentions)

10. SELECTMEN COMMENTS AND REPORTS

- A. Jason Bowsza** updated the Board on his assignment.
- B. Marie DeSousa** had nothing to update. She apologized for not being able to liaise and attend her assigned Board and Commission meetings due to her personal issues.
- C. Keith Yagaloff** had nothing to report.
- E. Sarah Muska** updated the Board on her assignments:
"Selectmen's Report - April 18, 2024"

On April 9, 2024 I attended the Warehouse Point Fire District's Budget Public Hearing and meeting. The proposed FY 2024-2025 Budget is \$1,357,012.54. The current mil rate

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is 2.3, but due to an increase in the grand list, the proposed mil rate would be 1.8. A vote on the proposed budget will be held on May 6, 2024 at 7:00PM at Station One at 89 Bridge Street. There were sixty five fire calls in the month of March and at this time one hundred twenty six out of one hundred ninety one inspections have been completed in FY 2023-2024.

The Board of Education met on April 10, 2024. There were twenty two entries in the Limerick Contest this year and the three winners from the school district were announced. Each received a gift card to Frankie B's Bakery, which is a new establishment here in town. Congratulations to Abigail Starvish, Violet Stephenson and Kristina Keyes.

There was a Curriculum Update given by high school teacher Mike Mosher on a new course he's teaching called Sustainable Agriculture. There are currently twenty four 11th and 12th graders enrolled in this one semester course. The goal of the course is to offer students the chance to understand food production, social inequalities in access to food and to learn how to cultivate their own. With a grant, a greenhouse was purchased and is set up in the courtyard where students have been planting microgreens and seeds for outdoor crops. What's really neat is that they've passed on some of the items they've grown to the culinary class to cook with.

There was some discussion regarding the Board of Finance's cuts to the Board of Education budget and some brainstorming on how to handle this after the May 14th Referendum vote.

I attended the Veterans Commission meeting on April 11, 2024. The group is still accepting orders for pavers in memory of a loved one at the Joseph Tracy Veterans Memorial Green. Each paver is 6x9 and is \$50.00 each. Please contact Chairman James Barton at djbarton422@gmail.com for additional information.

Finishing touches are happening on the Memorial Day Parade and planning has begun for the Veterans Day Road Race and Wreaths Across America happening later this year.

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Yesterday, I met with Police Chief Matt Carl and Quaniece Jones, who is the Town of East Windsor's new YSB Prevention and Program Coordinator. I'd like to thank Chief Carl for his leadership and work on the YSB over the past few years. He was an integral part in why we were able to maintain our status and funding. We discussed potential programs, reporting the necessary data and future steps to get the Juvenile Review Board up and running again. I'd like to welcome Quaniece to town and I look forward to working with her.

Just a reminder that the Arts and Culture Committee is hosting an Open Mic Night at the Connecticut Trolley Museum on Saturday, April 27, 2024 from 6:00PM-8:00PM. Gavin's Home Makeover Pasta Dinner Fundraiser will be on April 28, 2024 at the Warehouse Point Fire House at 89 Bridge Street. There are three seatings. Please visit any of our first responder's social media pages for additional information and to purchase tickets. Also, the Police Department will hold their Annual Tip-A-Cop event at the Maine Fish Market on May 1, 2024 from 4:00PM-8:00PM. 100% of the proceeds will benefit the Connecticut Special Olympics.

Submitted With Sincerity,

Sarah A. Muska, Selectman
smuska@eastwindsorct.com

F. Alan Baker reported on his assignments.

11. PUBLIC PARTICIPATION:

Paul Anderson, 89 Main Street, made a positive public statement regarding the job of Public Works.

12. EXECUTIVE SESSION – Pursuant to C.G.S. 1-200(6)(B) – strategy pertaining to negotiations (WPCA):

MOTION: To GO INTO EXECUTIVE SESSION.

Muska moved/Baker seconded/DISCUSSION: None

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VOTE: **In Favor:** Baker/Muska/Yagaloff/DeSousa
(No one opposed/No abstentions)

First Selectman Bowsza noted the Board had gone into EXECUTIVE SESSION AT 7:33 p.m.

The Recording Secretary signed out of the meeting at 7:33 p.m.

First Selectman Bowsza reported the Board of Selectmen have exited the EXECUTIVE SESSION AT 8:07 p.m.

MOTION: To POSTPONE Item 9B until the next meeting.
Yagaloff moved/Baker seconded/**DISCUSSION:**

VOTE: In Favor: Baker/Muska/Yagaloff/DeSousa
(No one opposed/No abstentions)

13. ADJOURNMENT:

MOTION: To ADJOURN this Meeting at 8:08 p.m.

Muska moved/Baker seconded/**DISCUSSION:** None

VOTE: In Favor: Muska/Yagaloff/Baker/DeSousa
(No one opposed/No abstentions)

Respectfully submitted,

Sabohat Khalilova, Recording Secretary, East Windsor Board of Selectmen



ONDRICK

MATERIALS & RECYCLING, LLC

22 Industry Road, Chicopee, MA 01020

Office: (413) 592-2566 | Fax: (413) 592-7451 | www.ondrickmr.com

To:	Town Of East Windsor	Contact:	Joseph Sauerhoefer
Address:	11 Rye Street East Windsor, CT 06016	Phone:	
Project Name:	East Windsor Pavement Restoration 2023	Bid Number:	
Project Location:	Various, East Windsor, CT	Bid Date:	2/12/2024

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
1	HMA S0.5	1,050.00	TON	\$115.50	\$121,275.00
2	HMA S0.375	3,840.00	TON	\$119.50	\$458,880.00
3	HMA S0.25 Shim Course *	200.00	TON	\$137.75	\$27,550.00
4	Road Excavation - Earth Excavation*	1,000.00	CY	\$66.25	\$66,250.00
5	Bituminous Concrete Driveway	250.00	SY	\$86.50	\$21,625.00
6	Bituminous Concrete Lip Curbing, Machine & Hand Laid	200.00	LF	\$10.50	\$2,100.00
7	Bituminous Concrete Curbing Removal & Disposal	3,400.00	LF	\$1.75	\$5,950.00
8	Bituminous Concrete Slope Curbing, Machine & Hand Laid *	3,400.00	LF	\$6.25	\$21,250.00
9	Formation Of Subgrade *	3,000.00	SY	\$2.50	\$7,500.00
10	Furnishing And Placing Topsoil	10,000.00	SY	\$9.95	\$99,500.00
11	Loop Detector Saw Cut*	30.00	LF	\$60.00	\$1,800.00
12	Pavement Fine Milling Of Hot Mix Asphalt (HMA) (0-4")	37,604.00	SY	\$5.00	\$188,020.00
13	Pavement Marking - Line Striping (4" Yellow & 4" White)	2,140.00	LF	\$0.60	\$1,284.00
14	Pavement Marking - Other	100.00	SF	\$3.35	\$335.00
15	Pavement Patching - Permanent (2" Thick Pavement) *	500.00	SY	\$43.25	\$21,625.00
16	Pavement Patching - Permanent (4" Thick Pavement) *	500.00	SY	\$70.50	\$35,250.00
17	Pavement Reclamation (with No Stone) (9"-13" Deep)*	100.00	SY	\$12.25	\$1,225.00
18	Pavement Saw Cut And Hot Seal	350.00	LF	\$2.50	\$875.00
19	Processed Aggregate Base *	100.00	TON	\$57.75	\$5,775.00
20	Road Excavation - Test Pit*	6.00	EACH	\$1,050.00	\$6,300.00
21	Fine Grading For Paving	12,475.00	SY	\$2.50	\$31,187.50
22	Sanitary & Drain Manhole Frame & Cover Replace And Reset*	12.00	EACH	\$1,600.00	\$19,200.00
23	Sanitary & Drain Manhole Frame And Cover Reset*	12.00	EACH	\$635.00	\$7,620.00
24	Sediment Control Systems At Catch Basins And Yard Drains	50.00	EACH	\$210.00	\$10,500.00
25	Sedimentation Erosion Control Barrier Along Road Edges*	2,000.00	LF	\$6.05	\$12,100.00
26	Tack Coat	2,500.00	GAL	\$9.00	\$22,500.00
27	Traffic Person - Municipal Police Officer (FIXED RATE)	20.00	HR	\$87.51	\$1,750.20
28	Traffic Person Uniformed Flagger	240.00	HR	\$80.00	\$19,200.00
29	Turf Erosion Control Matting *	1,000.00	SY	\$10.85	\$10,850.00
30	Turf Establishment	10,000.00	SY	\$2.05	\$20,500.00
31	Utility Gate Box Adjustment *	5.00	EACH	\$400.00	\$2,000.00
32	Utility Manhole Frame & Cover Reset *	5.00	EACH	\$645.00	\$3,225.00
33	Utility Manhole Frame & Cover Replace And Reset*	5.00	EACH	\$1,550.00	\$7,750.00
34	Maintenance & Protection Of Traffic Not To Exceed 5% Of The Total Of All Above Bid Prices	1.00	EACH	\$56,000.00	\$56,000.00

Total Bid Price: \$1,318,751.70

Jason Bowsza

From: Leonard Norton
Sent: Tuesday, April 16, 2024 11:38 AM
To: Jason Bowsza
Cc: Joseph Sauerhoefer
Subject: 2024 Paving
Attachments: 2024 paving pricing.pdf

2024 Pavement pricing attached.

The plan is to reclaim, grade and pave approximately 1 mile of Wapping Road and full depth reconstruction with underdrains for Bridle Path.

The estimated cost for the above is \$1,000,000.

Len

Leonard J. Norton, P.E.
Director of Public Works/Town Engineer/Tree Warden
Town of East Windsor
Mailing Address: 11 Rye Street, Broad Brook, CT 06016
Physical Address: 6 Woolam Road, East Windsor, CT 06088
Phone: (860) 292-7073
Email: lnorton@eastwindsorct.com



Agreement

This Agreement is made as of the date last signed below, by and between the Town of East Windsor, a municipality located within the County of Hartford in the State of Connecticut, acting through its First Selectman (hereinafter called "Town") and Ondrick Materials & Recycling, LLC, 22 Industry Road, Chicopee, MA 01020 (hereinafter termed the "Company" or "Contractor"). The Town and Company may be referred to collectively as the "Parties" or individually as a "Party."

The Parties to this Agreement each in consideration of the Agreements on the part of the other herein contained have agreed, and by these presents do hereby agree, as follows:

1. Project: The Project is as follows, as noted on the Pavement Restoration 2023 and Company's Bid/Proposal received April 24, 2023, both of which are attached hereto and incorporated by reference herein:

Town of East Windsor
Department of Public Works/Engineering
Contract Documents
for
Reconstruction Restoration 2023

2. The Contract Documents consist of this Contract, together with all attachments including but not limited to, the Bid/Proposal, Drawings, Exhibits and Addenda issued before execution of the Contract, all of which are included as if fully set forth herein. If there is any conflict between this Contract and any of the attachments, this Contract controls.

3. Scope of the Work: Contractor shall provide roadway milling, roadway reclamation, pavement removal, curb removal, pavement patching, adjusting, and replacing utility manhole covers and gate boxes as needed, curbing placement, pavement shimming, placement of new pavement, pavement markings, paving driveway entrances, restoring lawn areas and associated work in various areas throughout the Town. Superpave is to be used for the road pavement as described in the Invitation to Bid all in conformance with the Company's Submittal. Contractor's performance shall be a turnkey installation with no additions, change orders or amendments, unless requested by the Town. Contractor shall furnish all labor, materials, supplies, tools, equipment, other facilities and things necessary for or incidental to properly perform the Work.

4. Place of Installation:

Town:

Town of East Windsor

Street Location:

Various Locations Per Bid

5. Schedule and Time is of the essence. Contractor hereby agrees to commence the work under this Contract on the date to be specified in a written Notice to Proceed from the Town. The Contractor will provide a schedule of performance to Town in seven (7) days following the execution of this agreement. Town has a right to change and adjust Contractor's schedule consistent with the Work. The Contractor then has 48 hours to request a modification to Contractor's schedule or such schedule changes by Town are deemed conclusive. Time is of the essence for the Contractor to complete and perform all of its obligations under this

Agreement.

6. Payment. Town shall pay, and the Contractor shall receive, as full compensation for fulfilling everything required of the Contractor under this Contract at the time of the final acceptance of the Work by the Town after final inspection by the Town, in accordance with the unit costs for the work performed as stated in the Bid/Proposal, a copy of which is appended to and is made a part of this Contract.

7. Equal Employment Opportunity and Labor Compliance: The contractor will not willfully discriminate against any employee or applicant for employment because of race, color, religion, ancestry, sex, age, national origin, sexual orientation, or physical handicap. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, ancestry, sex, age, national origin, sexual orientation, or physical handicap. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

8. Wage Rates. Contractor acknowledges that it has conducted its own independent investigation of the wage rates to be paid and that it has not relied upon any statements or representations by Town with respect to such matters. Contractor agrees to comply with all applicable Connecticut prevailing wage laws.

9. Certified Payrolls. If this Project is a Prevailing Wage Project under Connecticut or federal law, Contractor, as requested by Town, shall furnish certified copies of all payrolls in the manner prescribed by Town. Certified Payroll Reports must be made available upon request no later than ten (10) calendar days after the week that Contractor's work force performed work at the job site and must conform with the actual hours of work performed at the job site as stated/certified on Contractor's daily reports.

10. Audits. All invoiced items should have timesheets, direct costs or other back-up documentation available if requested by Town. Contractor shall cooperate fully and timely by providing back-up documentation to Town if requested.

11. Non-Assignment of Agreement without Consent. Due to the unique services required by this Agreement this Agreement and the Work may not be assigned in whole or in-part without expressed written permission from Town by a "Letter of Consent to Assign." Should Town agree to the assignment Contractor shall remain fully responsible for all work performed, quality of such work and meeting schedule requirements; unless specifically waived in the Letter of Consent. The assignment shall not cause an increase in costs as a result of the assignment.

12. Independent Contractor. It is recognized that Contractor is not an employee of Town and shall pay all taxes, insurance, withholdings, workers' compensation or other fees associated with performance of this Agreement. Contractor shall set their own working hours to be scheduled/coordinated with Contractor and retain their own office locations.

13. Standard of Care. Contractor will perform all services with the highest standard of care common within their industry and disclose any significant schedule, costs or performance impacts to Contractor in a timely manner in order to avoid delays, liability, or cost increases.

Contractor will at a minimum provide to Town weekly updates, by the Tuesday following the week in which the Work occurred, on the progress of the work items contained in the Scope of Work. These updates shall be in writing in a format agreed to by both parties prior to the start of Work.

14. Indemnity. To the fullest extent permitted by law, for only the portion of any claim attributable to Contractor, or its subcontractors, agents, employees or representatives, Contractor shall defend, indemnify, and hold harmless the Town and its agents, officers, officials, employees, consultants, and employees ("Indemnitees") from and against all injuries, claims (including property damage, personal injury and death, as well as any claims relating to use of Contractor equipment or vessels), damages, losses, fines, penalties, and expenses (including reasonable attorneys' fees and costs), of whatever kind or nature, that may arise from or relate to, directly or indirectly, in whole or in part, from or out of, any act, claim, error, omission or willful misconduct relating to the performance of the Work by Contractor or anyone directly or indirectly employed by Contractor for whose acts Contractor may be liable. Any acceptance of Contractor's services by Town shall not operate as a waiver of the right to indemnification. Contractor's obligation to indemnify and hold harmless shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity that would otherwise exist as to any party or person.

15. Insurance.

- a. General Requirements: Contractor shall procure and maintain in effect, at its sole expense, not less than the insurance coverage's and limits of insurance as specified within the "Required Coverage" indicated below which is an integral part of this agreement. Such insurance shall be maintained with insurers, policy forms and deductibles satisfactory to Town. If Contractor uses existing coverage to comply with these requirements and that coverage does not meet the requirements set forth within Contractor agrees to amend, supplement and/or endorse the existing coverage.

Contractor will keep all policies and endorsements in force as long as may be necessary to protect Town's interests. Any acceptance of insurance certificates or endorsements by Town shall in no way limit or relieve Contractor of its duties and the responsibilities assumed by this Agreement.

Prior to commencing the performance of the services referenced herein, Contractor shall procure, and thereafter maintain, at its own expense, for as long as this Agreement is in effect, the insurance coverage as set forth below in a form and from insurers acceptable to Town; and shall provide Town with certificates evidencing such coverage. Each certificate shall state that the insurer will give Town thirty (30) days prior written notice of any cancellation or material change in the policy(ies):

b. Required Coverage:

- o Workers' Compensation Insurance, including Occupational Disease Insurance, meeting Connecticut's statutory requirements, in an amount of at least \$1,000,000;
- o Employer's Liability Insurance in an amount of at least \$1,000,000;

- o. Commercial General Liability Coverage under ISO form #CG0001 1188 or its equivalent with Liability Limits for Bodily Injury and Property Damage of not less than:
 - \$1,000,000 Each Occurrence;
 - \$1,000,000 Personal & ADV Injury
 - \$2,000,000 General Aggregate
 - \$2,000,000 Products/Completed Operations Aggregate;
 - \$1,000,000 General Aggregate if applicable separately to this project and
 - Defense Costs are in addition to the Aggregate limit.
 - \$2,000,000 General Aggregate if not applicable separately to this project
 - or if Defense Costs are included in the Aggregate limit.
 - \$1,000,000 Professional Liability Insurance or if the Consultant has a policy
 - limited in a greater amount currently in effect that greater amount shall apply,
 - o. Automobile Insurance with limits of liability for bodily injury and property damage of \$1,000,000 per accident. Such insurance shall apply on an "any auto" basis.
 - o. Payment and/or satisfaction of any deductible shall be the sole and exclusive responsibility of Contractor. No portion of Contractor obligation to provide general liability and excess/umbrella insurance shall be satisfied by self-insurance or a self-insured retention absent the expressed written consent of the Contractor.
 - c. Subrogation, Waiver of Subrogation. Contractor will waive coverage to the benefit of Town's employees, officers, board members, and agents for damages caused and by all perils created to the extent covered by the proceeds of the insurance provided pursuant to this Agreement.
 - d. Additional Insureds. All said commercial general liability insurance policies shall name, or be endorsed to the Town, its officers, and officials and employees as additional insureds and protect the Town against all liabilities, costs, damages, expenses and provide for the legal defense of claims and attorney's fees and the cost thereof, state, or be endorsed to state that Contractor's insurance is primary and not excess or contributing to any insurance issued in the name of the Town, and (3) contain a severability of interest or cross-liability clause.
 - e. Proof of Insurance; Condition to Performance of Work and Payment. Contractor shall provide Certificates of Insurance for the required insurance policies prior to commencing the Scope of Work. Certificates of Insurance shall be a condition precedent to Contractors work.
16. Reliance on Information Provided by Contractor. Town shall be entitled to rely on the accuracy and completeness of all drawings, data, technical specifications and all other information provided by the Contractor. Town will use such information as identified in the Submittal and Quote to make critical short and long term decisions regarding the project. Town bears no responsibility to independently verify Contractor's Work. Contractor is liable for any errors or emissions contained or represented in its work product as defined by its scope of work.
17. Binding Arbitration and Other Methods of Resolving Disputes. Disputes between

Contractor and Town arising from or relating to this Agreement, shall first be resolved informally, in good faith and with fairness to both parties; failing those efforts after no less than thirty (30) days of mediation efforts, the Parties agree to binding arbitration. Such arbitration shall be administered by the American Arbitration Association and conducted pursuant to its Construction Industry Rules, except that in all cases, there shall be a single arbitrator rather than a multi-arbitrator panel, and arbitration shall take place in Hartford County Connecticut.

18. Contractual Interpretation. Town's interpretation of requirements set forth in the project documents or specifications shall be binding upon Contractor.

19. Governing Law. This Agreement shall be governed by the laws of the State of Connecticut.

20. Termination. Town may terminate this Agreement for cause after seven (7) days' notice to Contractor to cure the defects. Contractor's failure to cure defects in performance will then result in immediate termination.

21. Severability. If any portion of this agreement is found to be illegal, voidable, or void then all other provisions of this agreement remain in effect.

22. Ownership of Work Product. Contractor shall own and have all rights to all documents and all work products produced as a result of this Agreement and may use such at its discretion.

23. Records Retention Policy: All information used for this Project is subject to the municipal public records retention policy set by Connecticut law and must be retained by Contractor for seven (7) years.

24. Limitation of Liability: Town shall have no liability or responsibility of any kind to Contractor or any other person or entity for any loss or damage directly or indirectly caused by, or resulting from Contractor's performance of the Work, including without limitation, any injuries to persons or property, interruption of service, loss of business or anticipatory profits or consequential or incidental damages.

25. Remedies: No remedy referred to in this Agreement is intended to be exclusive, but each shall be cumulative and in addition to any other remedy referred to herein or otherwise available at law or in equity. No delay by Town or Contractor in exercising any of its rights or remedies hereunder upon a breach by the other party shall be deemed to be a waiver of such rights or remedies. No express or implied waiver by either party of any breach by the other party hereunder shall in any way be, or construed to be, a waiver of future or subsequent breach.

26. Notices: All notices required or permitted to be given or delivered to any party hereunder shall be in writing, and shall be deemed to be given when delivered by hand, or when deposited in the United States Mail, certified or postage prepaid or when delivered to any reputable overnight mail or package delivery service, to the parties at the following addresses, or such other address as either party shall hereafter furnish to the other in writing:

Ondrick Materials & Recycling, LLC
22 Industry Road
Chicopee, MA 01020
Attention: Jack Haley
Email: J.Haley@OndrickMR.com

Town:
First Selectman
East Windsor Town Hall
11 Rye St.
Broad Brook, CT 06016

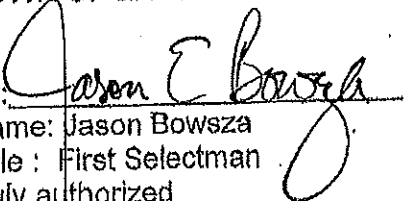
IN WITNESS WHEREOF, the parties to these present have executed this CONTRACT in
the year and day first above mentioned.

Ondrick Materials & Recycling, LLC

By: 
President and Authorized Agent

Date: 6/13/23

TOWN OF EAST WINDSOR

By: 
Name: Jason Bowsza
Title: First Selectman
Duly authorized

Date: 6/14/23

RECEIVED

JUN 21 2023

Department of Public Works

PERFORMANCE BOND

Bond No. 9408835

KNOW ALL MEN BY THESE PRESENTS:

That Ondrick Materials & Recycling, LLC as
Principal, Hereinafter called Principal, and Fidelity & Deposit Company of Maryland
as Surety, hereinafter called Surety are held and firmly bound unto the Town of East
Windsor, Connecticut, as Oblgee, hereinafter called Town, in the amount of
One Million Two Hundred Fifty Five Thousand and 00/100 Dollars
(\$ 1,255,000.00), for the payment whereof Principal and Surety bind
themselves, their heirs, executors, administrators, successors and assigns, jointly and
severally, firmly by these presents.

WHEREAS, Principal has by written agreement dated 6/13/23 entered
into a Contract with the town for the project known as

PAVEMENT RESTORATION 2023

which Contract is by reference made a part hereof, and is hereinafter referred to as the
Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if
Principal shall promptly and faithfully perform said Contract then this obligation shall be
null and void, otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by
the Town.

Whenever Principal shall be, and declared by the Town to be in default under the Contract, the Town having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

1. Complete the Contract in accordance with its terms and conditions; or,
2. Obtain a bid or bids for submission to the Town for completing the Contract in accordance with its terms and conditions; and upon qualified determination by the Town and Surety of the lowest possible bidder, arrange for a Contract between such bidder and the Town, and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract price; but not the exceeding, including, other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The terms "balance of the Contract price", as used in this paragraph, shall mean the total amount payable by the Town to Principal under the Contract and any amendments thereto, less the amount properly paid by the Town to the Principal.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Town named herein or the heirs, executors, administrators or successors of Town.

Signed and sealed this 13th day of June, 2023

In the Presence of:

Sarah West-Paley

Sarah West-Paley, Admin. Supervisor

Nina Kublan

Nina Kublan, Bond Administrator

Ondrick Materials & Recycling, LLC (SEAL)

(Principal)

By:

Adam J. Ondrick, member

Fidelity & Deposit Company of Maryland (SEAL)

By:

Joseph M. Phillips, Attorney-in-Fact

CHANGES ACCEPTED BY

Sarah West-Paley

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

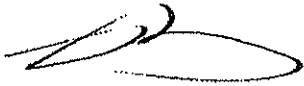
KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Robert D. Murray, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Joseph M. PHILLIPS, Jocelyn DOUGLAS and Nina KUBLAN, of Chicopee, Massachusetts, EACH**, its true and lawful agent and Attorney-in-Facts, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

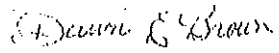
The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 10th day of May A.D. 2023.



ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND


By: Robert D. Murray
Vice President


By: Dawn E. Brown
Secretary

State of Maryland
County of Baltimore

On this 10th day of May A.D. 2023, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, Robert D. Murray, Vice President and Dawn E. Brown, Secretary of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.


Iva Belien
Notary Public
My Commission Expires September 30, 2023



Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 13 day of June, 2023.



MJ Pethick
By: Mary Jean Pethick
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
reportsfclaims@zurichna.com
800-626-4577

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

LABOR AND MATERIAL PAYMENT BOND

Note: This bond is issued simultaneously with another bond in favor of the Town of East Windsor, Connecticut conditioned for the full and faithful performance of the Contract.

KNOW ALL MEN BY THESE PRESENTS:

That Ondrick Materials & Recycling, LLC

As Principal, hereinafter called Principal, and Fidelity & Deposit Company of Maryland

, as Surety, hereinafter called Surety, are held and firmly bound unto the Town of East Windsor, Connecticut, claimants as hereinbelow defined, In the amount of One Million Two Hundred Fifty Five Thousand and 00/100 Dollars \$ 1,255,000.00), for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement dated 6/13/23 entered into a Contract with the Town for

PAVEMENT RESTORATION 2023

Made a part hereof and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall pay for all labor and materials furnished to himself or his subcontractors for use in the prosecution of the work, and used therein, then, this obligation shall be void; otherwise it is to remain in full force and effect;

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Section 49-41, 49-42 and 49-43 of the 1958 Revision of the General Statutes and the 1961 Supplement thereto, of the State of Connecticut, and the rights and liabilities hereunder shall be determined and limited by said sections to the same extent as if they were copies at length herein.

Signed and sealed this 13th day of June, 2023.

In the presence of:

Sarah West-Paley
Sarah West-Paley, Admin. Supervisor

Nina Kublan
Nina Kublan, Bond Administrator

Ondrick Materials & Recycling, LLC (SEAL)
(Principal)

BY: Adam J. Ondrick, member
Fidelity & Deposit Company of Maryland (SEAL)

(Surety)
BY: Joseph M. Phillips, Attorney-in-Fact

CONNECTICUT DEPARTMENT OF LABOR
WAGE AND WORKPLACE STANDARDS DIVISION
CONTRACTOR'S WAGE CERTIFICATION FORM

I, Theodore Ondrick of Ondrick Materials & Recycling
Officer, Owner, Authorized Rep. Company Name

do hereby certify that the Ondrick Materials & Recycling
Company Name

22. Industry Rd
Street

Chicopee, MA 01020
City

And all of its subcontractors will pay all workers on the

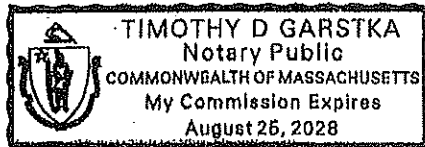
Pavement Restoration 2023
Project Name and Number

Various Streets - East Windsor, Ct.
Street and City

the wages as listed in the schedule of prevailing rates required for such project (a copy of which is attached hereto).

TRO
Signed

Subscribed and sworn to before me this 12 day of June 2023



Timothy Garstka
Notary Public

Return to:

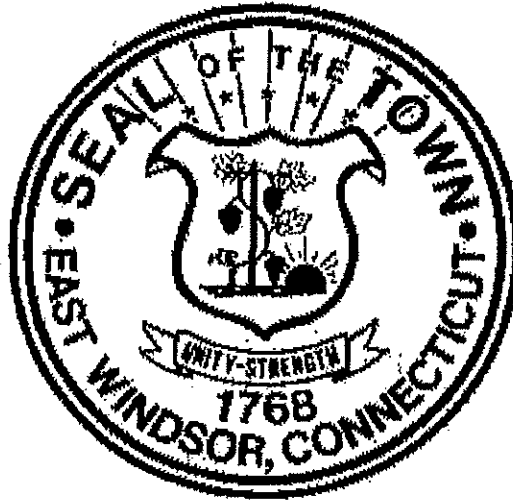
Connecticut Department of Labor
Wage & Workplace Standards Division
200 Folly Brook Blvd.
Wethersfield, CT 06109

Rate Schedule Issued (Date): _____

CONTRACT DOCUMENTS

For

PAVEMENT RESTORATION 2023



TOWN OF EAST WINDSOR
DEPARTMENT OF PUBLIC WORKS
6 WOOLAM ROAD
EAST WINDSOR, CONNECTICUT

Bids will be received until 1:00 p.m. on Monday, April 24, 2023 in the office of
the First Selectman, Town Hall, 11 Rye Street, Broad Brook, CT 06016

RECEIVED BY

APR 24 2023

First Selectmans Office

PAVEMENT RESTORATION 2023 PROPOSAL

4/1/2023

Having carefully examined the "Instruction to Bidders" and the provisions and conditions attached hereto for the PAVEMENT RESTORATION 2023, the undersigned proposes the unit prices as indicated below, subject to and in accordance with the specifications and conditions contained in the Contract Documents, Invitation to Bid, Instructions to Bidders, General Conditions, Special Conditions and Technical Provisions, which are made part of this proposal.

The unit prices quoted shall include all materials, equipment, labor, supervision, overhead items, protection and precautions and all other incidental costs necessary for construction as specifically identified for each item in the Measurement and Payment Section and/or the Technical Provisions. The mathematically correct Grand Total of AH Base Bid and Alternate Bid Prices, representing the actual sum of all Bid Prices on all the Proposals sheets, will be used in determining the low bidder.

The Bid Quantities and Bid Prices on the Proposal sheets are used to determine the low bidder and the value of the Bid Bond. Pay Items with an asterisk(*) are items that may not be needed and have low Bid Quantities to provide a Bid Price should the Town determine that the item is needed. Payments will be based on the actual quantities installed and approved.

Item No.	Pay Item	Pay Unit	Unit Cost WITH Prevailing Wage Rates (\$)	Bid Quantity	Bid Price WITH Prevailing Wage Rates (\$)
1	HMAS0.5	TON	\$113.00	1050	\$118,650.00
2	HMAS0.375	TON	\$117.00	3840	\$449,280.00
3	HMA S0.25 Shim Course	TON	\$135.00	200	\$27,000.00
4	Road Excavation - Earth Excavation *	C.Y.	\$65.00	1000	\$65,000.00
5	Bituminous Concrete Driveway	S.Y.	\$85.00	250	\$21,250.00
6	Bituminous Concrete Lip Curbing, Machine & Hand Laid *	L.F.	\$10.00	200	\$2,000.00
7	Bituminous Concrete Curbing Removal & Disposal	L.F.	\$1.65	3400	\$5,610.00
8	Bituminous Concrete Slope Curbing, Machine & Hand Laid	L.F.	\$6.00	3400	\$20,400.00
9	Formation of Subgrade *	S.Y.	\$2.20	3000	\$6,600.00
10	Furnishing and Placing Topsoil	S.Y.	\$9.50	10,000	\$95,000.00
11	Loop Detector Saw Cut	L.F.	\$60.00	30	\$1,800.00
12	Pavement Fine Milling of Hot Mix Asphalt (HMA) (0 to 4 inches)	S.Y.	\$4.50	37,604	\$169,218.00
13	Pavement Marking - Line Striping (4" Yellow & 4" White)	L.F.	\$0.55	2140	\$1,177.00
14	Pavement Marking - Other	S.F.	\$3.25	100	\$325.00
15	Pavement Patching - Permanent (2" Thick Pavement) *	S.Y.	\$40.00	500	\$20,000.00
16	Pavement Patching - Permanent (4" Thick Pavement) *	S.Y.	\$65.00	500	\$32,500.00
17	Pavement Reclamation (with No Stone) (9" to 13" deep) *	S.Y.	\$11.00	100	\$1,100.00
18	Pavement Saw Cut and Hot Seal	L.F.	\$2.40	350	\$840.00
19	Processed Aggregate Base *	TON	\$55.00	100	\$5,500.00
20	Road Excavation - Test Pit *	EA	\$1,000.00	6	\$6,000.00
21	Fine Grading for Paving	S.Y.	\$2.20	12475	\$27,445.00
SUBTOTAL OF BID PRICES PAGE P-1					\$1,076,695.00

4/1/2023

P-2

NON-COLLUSION AFFIDAVIT

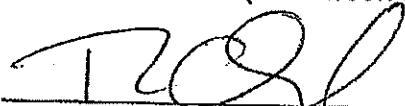
This entire document should be completed, notarized and attached to your Bid Proposal. Failure to do so may result in the rejection of your Bid. If the subject bid is being submitted by a joint venture, a separate Non-Collusion Affidavit must be submitted by each of the Joint Ventures.

TOWN OF EAST WINDSOR PROJECT: PAVEMENT RESTORATION 2023

The undersigned, being duly sworn, states that (a) she/he is authorized to make this affidavit on behalf of the bidder, and (b) the bidder has not directly or indirectly entered into any agreements, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with the subject bid. I understand that false statements made herein may be subject to criminal prosecution.

Ondrick Materials & Recycling, LLC

Name of Bidder (i.e. Person or Organization)




, Member

Signature and Title of Official

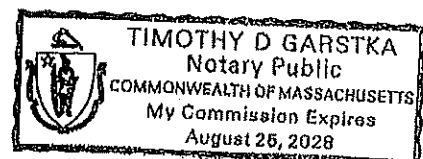
Theodore W. Ondrick

Typed/Printed Name of Official

Subscribed and sworn to before me, this 21st day of April, 2023


Notary Public/Commissioner of the Superior Court

My Commission Expires 8-25-2028



QUALIFICATIONS OF BIDDER

The Bidder is required to submit on the following pages the information required in regard to his qualifications for the work.

- A. Previous experience (number of years) 10.
- B. The location, character, cost, date and names of engineers or officials of similar work previously constructed by the undersigned for the last 5 years are as follows:
(By supplying this information, the Bidder authorizes the Town to contact such persons for purposes of a reference check)

See enclosed Exhibit A

- C. The equipment which will be available for performing the work under this contract is as follows:

Own equipment:

See enclosed Exhibit B

Rented Equipment:

N/A

- D. The financial resources of the undersigned to show his financial ability are as follows (provide financial statements, credit references and banking references):

See enclosed Exhibit C

- E. Please identify all contracts within the last 5 years that the Bidder has failed to complete. If there have been no contracts which the bidder has failed to complete, including those in which a surety has participated, the bidder shall definitely so state.

N/A - Ondrick Materials & Recycling, LLC has not failed to completed any contracts within the last 5 years.

- F. Please identify all arbitration or litigation proceedings in which the Bidder is currently involved in and has been involved for the last 5 years and briefly describe the nature and result of the proceedings.

N/A

Name of Bidder Ondrick Materials & Recycling, LLC

Address 22 Industry Road

Chicopee, MA 01020

F. Bidder shall submit information on this sheet indicating Municipalities for whom Bidder has executed similar work without deterioration directly related to improper techniques, for a minimum period of three years. Failure to complete this sheet may be cause for rejection of bid.

1. Municipality Name: City of Chicopee DPW/Water Dept.
Location (City, State): Chicopee, MA
Contact Person: Elizabette Batista
Telephone No.: 413-594-3557
Email Address: ebotelho@chicopeema.gov
Year Work Performed: 2019-2021
2. Municipality Name: Town of Southwick DPW
Location (City, State): Southwick, MA
Contact Person: Randy Brown
Telephone No.: 413-569-6772
Email Address: rbrown@southwickma.net
Year Work Performed: 2019-2020
3. Municipality Name: Town of Wilbraham DPW
Location (City, State): Wilbraham, MA
Contact Person: Dena Grochmal
Telephone No.: 413-596-2800 x208
Email Address: dgrochmal@wilbraham-ma.gov
Year Work Performed: 2021-2022
4. Municipality Name: Town of West Springfield
Location (City, State): Springfield, MA
Contact Person: Rob Colson
Telephone No.: 413-263-3030
Email Address: rcolson@tows.org
Year Work Performed: 2021-2022

QUALIFICATIONS OF SUBCONTRACTORS

The Bidder is required to submit on the following information required in regard to Subcontractors.

- A. Approximate listing of Subcontractors which may perform work included under this project and their area of involvement:

To be provided upon award

- B. The location, character, cost, date and names of engineers or officials of similar work previously constructed by the subcontractors as listed above:

To be provided upon award

Name of Bidder Ondrick Materials & Recycling, LLC

Address 22 Industry Road

Chicopee, MA 01020

(ACKNOWLEDGEMENT OF PRINCIPAL, IF A CORPORATION)

State of _____)

SS: _____

County of _____)

On this _____ day of _____ before me personally came and appeared _____ to me know, who, being by me duly sworn, did depose and say that he resided at _____ that he is the _____ of _____

_____, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that one of the Impressions affixed to said Instrument is an Impression of such seal; that it was so affixed by order of the directors of said corporation, and he signed his name thereto by like order.

Notary Public

(SEAL)

(ACKNOWLEDGEMENT OF PRINCIPAL, IF A PARTNERSHIP)

State of Massachusetts _____)

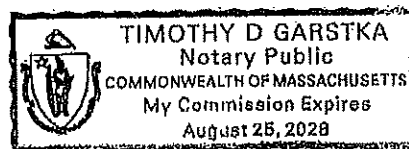
SS: _____

County of Hampden _____)

On this 21st day of April, 2023 before me personally came and appeared Theodore W. Ondrick to me known and known to me to be one of the members of the firm of Ondrick Materials & Recycling, LLC described in and who executed the foregoing instrument and he acknowledged to me that he executed the same as and for the act and deed of said firm.

Timothy D. Garstka
Notary Public

(SEAL)



(ACKNOWLEDGEMENT OF PRINCIPAL, IF AN INDIVIDUAL)

State of _____)

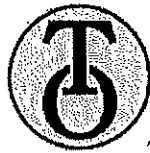
County of _____)

SS. _____

On this _____ day of _____ before me personally came and appeared _____ to me known and known to me to be the person described in and who executed the foregoing instrument and acknowledge that he executed the same.

Notary Public

(SEAL)



ONDRICK

MATERIALS & RECYCLING, LLC

22 Industry Road, Chicopee, MA 01020

Office (413) 592-2566 Fax (413) 592-7451

www.ondrickmr.com

Ondrick Materials & Recycling, LLC Municipal Project History – EXHIBIT A

1. Southwick FY20 Paving – Various Streets, Southwick, MA – 2019-2020
 - Randy Brown, Town of Southwick DPW – (413) 569-3040
 - Milling, reclaiming, HMA paving/berm/driveways, tack coat – \$318,084
2. HG&E Electric Station Parking Lot & Driveway – 102 Cabot St, Holyoke, MA – 2020
 - Sarah LaRose, Holyoke Gas & Electric Department – (413) 427-4804
 - Reclaiming, grading, adjust structures, HMA paving, asphalt and granite curbing – \$108,000
3. STCC Lot 5 Paving – 305 Taylor St, Springfield, MA – 2020
 - Allen Delude, Springfield Technical Community College – (413) 755-4794
 - Adjust structures, tack coat, HMA paving – \$62,925
4. South Windsor Pavement Restoration – Various Streets, South Windsor, CT – 2020-2021
 - Jason Scott, Town of South Windsor – (860) 644-2511 x257
 - Milling, grading, HMA paving/berm/driveways/leveling course, tack coat, adjust structures – \$1,326,515
5. Herard-Lane Estates N. Brookfield DHCD #198035 – 271 Main St, N. Brookfield, MA – 2021
 - David Siniscalchi, Worcester Housing Authority – (978) 394-9710
 - Erosion control, reclaiming, grading, HMA paving/berm, loam restoration – \$54,150
6. Tantasqua JH Paving #21-01 – 320 Brookfield Rd, Fiskdale, MA – 2021
 - Rick Wetherbee, Tantasqua Regional School District – (508) 347-3077
 - Reclaiming, grading, HMA paving of parking lot/driveways/sidewalks, various site work – \$303,800
7. Farmington River Elementary School – 555 North Main Rd, Otis, MA – 2021
 - Eric Jesner, Farmington River Regional School District – (413) 269-4466
 - Reclaiming, grading, HMA paving of various parking lots/sidewalks/playground, reset granite curbing – \$273,000
8. Wilbraham Road Resurfacing & Related Work – Various Streets, Wilbraham, MA – 2021-2023
 - Dena Grochmal, Town of Wilbraham DPW – (413) 596-2800 x208
 - Excavation, grading, adjust structures, HMA paving/berm/sidewalks/driveways, various site/landscape work – 2021 contract amount \$942,860.95; 2022 contract amount \$1,906,452; 2023 contract amount TBD



ONDRICK

MATERIALS & RECYCLING, LLC

22 Industry Road, Chicopee, MA 01020

Office (413) 592-2566 Fax (413) 592-7451

www.ondrickmr.com

9. Park St & Park Ave Complete Streets – West Springfield, MA – 2021-2022
- Rob Colson, Town of West Springfield – (413) 263-3030
 - Milling, HMA paving, tack coat – \$325,460

EXHIBIT B

EM Equipment List - Summary

Equipment and Components

Equipment/Component	Vin Number	Date Last Used	Status	Attach To Equip	Comp of Equip
Department: 005 Contracting					
Category: 10. Dozers					
10.5	JOHN DEERE 850G DOZER	T0650GH803215	12/07/21	Active	
10.8	JOHN DEERE 850C DOZER	T0850CX832038	03/28/21	Active	
Category: 20. Loaders					
20.1	CAT 968B LOADER	75A819		Active	
Category: 23. Skidsteers					
23.24	BOBCAT T770 SKID STEER	AT6312594	12/15/22	Active	
23.25	BOBCAT T595 SKID STEER	B3NK30535	12/15/22	Active	
23.28	BOBCAT T740 COMPACT TRACK LOAD	B3CA21575	12/15/22	Active	
Category: 24. Graders					
24.2	CAT 140G GRADER	72V09833	10/27/22	Active	
24.3	2013 LEEBOY 685B GRADER	76883715	12/14/22	Active	
24.4	JOHN DEERE 672GP GRADER	1DW672GPTGF675931	12/15/22	Active	
Category: 41. Excavators					
41.14	2021 VOLVO EWR170E EXCAVATOR	323314	12/19/22	Active	
Category: 46. Attachments					
46.10L	NOTCH WEDGE EZ4 SCREED - LEFT			Active	
46.10R	NOTCH WEDGE EZ4 SCREED - RIGHT			Active	
46.11	SKIDSTEER 84" BROOM ATTACHMENT	1914037		Active	
46.12	SKIDSTEER 84" BROOM ATTACHMENT	220033		Active	
46.13	SKIDSTEER 84" BROOM ATTACHMENT	225284		Active	
46.6	SKIDSTEER 84" BROOM ATTACHMENT			Active	
46.7	SKIDSTEER 24" HIGH FLOW ATTACHMENT	AJN702899	10/27/21	Active	
46.8	SIDE DUMP BUCKET			Active	
46.9	NOTCH WEDGE PNEUMATIC ROLLER			Active	
Category: 54. Specialty Trucks					
54.11	FREIGHTLINER M2-108	1FVACWFCXJHJR0787	06/05/21	Active	
54.12	FREIGHTLINER M2-108	1FVACWFE3PHUG1528		Active	
Category: 55. Light Pickup/Passenger Vehicle					
55.30	2011 FORD PICKUP F150	1FTMF1CM9BKE06404		Active	
55.37	2016 FORD F150	1FTEW1EG2GKD48851		Active	
55.43	2019 FORD F150	1FTEW1EG0KFA47707		Active	
55.47	2020 FORD RANGER	1FTER4FH4LLA78249		Active	
Category: 56. Medium Pickup/Utility Trucks					
56.7	2019 FORD F250	1FT7X2B64KEE16808		Active	
56.8	2018 FORD F250	1FT7W2B6XJEC73199		Active	
Category: 57. Heavy Pickup/Utility Trucks					
57.4	2019 FORD F550	1FD0W5GT5KEE07688		Active	
57.6	2021 FORD F550	1FD0X5GT2MEC65595		Active	
Category: 67. Trailers					
62.1	3-TON TAG TRAILER	691		Active	
62.13	CONTRAIL TRAILER	4KNUC1627XL180860		Active	
62.17	KAUFMAN 20' TILT TRAILER	5VGFD2024KL005894		Active	
62.18	KAUFMAN 25' TAG TRAILER	5VGAP2528KL006295		Active	
62.19	KAUFMAN 30' TAG TRAILER	5VGAP3021KL006296		Active	
62.2	BOONE PINTLE TRAILER	3462		Active	
62.20	KRAFTSMAN 20' TAG TRAILER	5E7HP2626LA000675		Active	
62.21	BWS 40' STEP DECK TRAILER	2B9B8EW24NA001314		Active	
62.22	KRAFTSMAN 16' TRAILER	5E7T62029MA001707		Active	
62.9	INTERSTATE TRAILER	1JKPBS142XA001700		Active	
63.21	CAM SUPERLINE 10' TILT TRAILER	5JPBU1725JP055357		Active	

EM Equipment List - Summary

Equipment and Components

Equipment/Component	Vin Number	Date Last Used	Status	Attach To Equip	Comp of Equip
Department: 005 Contracting					- Continued
Category: 67. Trailers					- Continued
63.22	8.5 X 16 CARGO TRAILER	5WKBE1625K1061098			Active
63.23	8.5 X 16 CARGO TRAILER	50ZBE1626NN034175			Active
67.45	KAUFMAN 22' TILT EQUIPMENT TRAILER	5VGFD2222HL001283			Active
Category: 70. Rollers					
70.1	LEEBOY ROLLER	681	10/11/19		Active
70.6	CAT CS433E ROLLER	CAT5433CASR00717	12/14/22		Active
71.1	DYNAPAC CA251D ROLLER	58310653	12/15/22		Active
71.2	2007 HAMM HD12VV VIBRATORY ROLLER	1710107	12/21/22		Active
71.4	2009 HAMM HD070V OSCILLATION ROLLER	H173.0788	11/11/22		Active
71.5	2019 HAMM HD10CVV ROLLER	H1996119	11/09/22		Active
71.6	2019 HAMM HD12VO TANDEM ROLLER	H2302047	12/15/22		Active
71.7	2019 BOMAG BW154 TANDEM ROLLER	101870881002	12/15/22		Active
Category: 71. Misc. Contracting					
93.1	LEEBOY 8500 PAVER	1495LD	08/08/20		Active
93.2	SALSCO SIDEWALK PAVER	081020000501287	10/27/22		Active
93.3	CAT AP555F PAVER	AP600258	12/09/22		Active
93.4	WEILER P385B PAVER	P385B	12/21/22		Active
93.6	2018 VOEGELE SUPER PAVER	08900790	10/20/22		Active
94.10	2022 MULTIQUIP PLATE COMPACTOR # G-18053				Active
94.11	2022 WACKER PLATE COMPACTOR	11480845			Active
94.4	2011 WACKER PLATE COMPACTOR	10060715			Active
94.5	MILLER CURB MACHINE	J14292	11/17/21		Active
94.6	2018 MULTIQUIP PLATE COMPACTOR # D-3756				Active
94.7	2019 MULTIQUIP PLATE COMPACTOR # D-7009				Active
94.8	2019 MULTIQUIP PLATE COMPACTOR # D-7011				Active
94.9	2022 MULTIQUIP PLATE COMPACTOR # G-18050				Active
Category: 99. Miscellaneous					
99.23	LB-1 LASER LEVEL SYSTEM				Active
99.24	RIPPER FOR CAT D8H				Active
99.26	FLECO ROOT RAKE				Active

EM Equipment List - Summary

Equipment and Components

Equipment/Component	Vin Number	Date Last Used	Status	Attach To Equip	Comp of Equip
Department: 010 Trucking					
Category: 50. Heavy Dump Trucks					
50.10	VOLVO TRI-AXLE	4V5K98GHX7N468485	01/11/23	Active	
50.13	WESTERN STAR TRI-AXLE	5KKMAVDV8LLE9440	02/03/23	Active	
50.14	WESTERN STAR TRI-AXLE	5KKMAVDVXLLLE9441	01/30/23	Active	
50.16	WESTERN STAR TRI-AXLE	5KKMAVDV4MPMJ1165	02/03/23	Active	
50.18	WESTERN STAR TRI-AXLE	5KKMAVDV8MPMJ1168	02/03/23	Active	
50.17	WESTERN STAR TRI-AXLE	5KKMAVDV8MLMS5775	02/01/23	Active	
50.18	WESTERN STAR TRI-AXLE	5KKMAVDV8MLMS5776	02/03/23	Active	
50.19	WESTERN STAR TRI-AXLE	5KKMAVDV6NPNM0709	11/03/22	Active	
50.5	VOLVO TRI-AXLE	4V5KC9GH77N480292	01/13/23	Active	
50.8	VOLVO TRI-AXLE	4V5KC9GH77N480293	02/02/23	Active	
Category: 51. Tractors					
51.2	FREIGHTLINER TRACTOR	1FVPP7WB8XLA80254	10/24/22	Active	
51.4	FREIGHTLINER TRACTOR	1FUJGNDR3BDAW3235	01/30/23	Active	
51.5	FREIGHTLINER TRACTOR	3AKJGND80GDGZ9610	02/02/23	Active	
51.6	FREIGHTLINER TRACTOR	3AKJGND1XKDKH5504	02/03/23	Active	
51.7	FREIGHTLINER TRACTOR	3AKJGND0NDNL3542	11/18/22	Active	
Category: 54. Specialty Trucks					
54.8	MITSUBISHI TACK TRUCK	JW8BBE1H1WL002304	12/19/22	Active	

Ondrick Materials & Recycling, LLC

22 Industry Road
Chicopee, MA 01020
Tel (413) 592-2566
Fax (413) 592-7451

www.ondrickmr.com

EXHIBIT C

Credit References:

John S. Lane, Inc.
730 East Mountain Road
Westfield, MA 01085
Tel (413) 568-8986
Fax (413) 562-7651

Rawson Materials
6 Kenndey Drive
Putnam, CT 06260
Tel (860) 963-6584
Fax (860) 963-7063

Peckham Industries
P. O. Box 1055
Albany, NY 12201-1055
Tel (914) 949-2000
Fax (914) 949-2075

Landeem Transport LLC
1130 Spindle Hill Road
Wolcott, CT 06716
Tel (203) 879-1801
jlandeem@landeemtransport.com

Central Oil Company
206 Center Street
Chicopee, MA 01013
Tel (413) 592-0235
marty@centraloilchicopee.com

Bank Reference:

PeoplesBank
David Ference
330 Whitney Avenue
Holyoke, MA 01040
Tel (413) 493-7435
Fax (413) 532-5521
Acct #1057273921

Resale # SLS-11043122-005
Fed ID #46-4419672

Bond No. _____

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned,

Ondrick Materials & Recycling, LLC

As PRINCIPAL, and

Fidelity & Deposit Company of Maryland

as SURETY are held

firmly bound unto the Town of East Windsor, Connecticut hereinafter called the "Town",
in the penal sum of

TEN PERCENT OF BID

Dollars,

(\$ 10%), lawful money of the United States for the payment of which
sum well and truly to be made, we bind ourselves, our heirs, executors, administrators,
successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has been
submitted the Accompanying Bid, dated April 24, 2023;
for the project known as,

PAVEMENT RESTORATION 2023

NOW, THEREFORE, if the Principal shall not withdraw said Bid within the period specified
therein after the opening of the same, or, if no period be specified, within thirty (30) days
after the said opening and shall within the period specified therefor, or if no period be
specified within ten (10) days after the prescribed forms are presented to him for the
signature, enter into a written Contract with the Town in accordance with the Bid as
accepted, and give bond with good and sufficient surety or sureties, as may be required,
for the faithful performance and for payment of labor and materials and proper fulfillment
of such Contract; or in the event of the withdrawal of said Bid within the period specified,
or the failure to enter into such contract shall pay the Town the difference between the
amount specified in said Bid and the amount for which the Town may procure the
required work or supplies or both; if the latter be in excess of the former, then the above
obligation shall be void and of no effect, otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their several seals this 24th day of April, 2023, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

In the presence of

(SEAL)
(Individual Principal)

(Business Address)

(SEAL)
(Partnership)

(Business Address)

By: _____

Attest:

Laura West-Paluy

Ondrick Materials & Recycling, LLC

(Corporate Principal)

58 Industry Road Chicopee, MA 01020

(Business Address)

Corp.

By: [Signature] Affix

Theodore W. Ondrick Seal

Member

Attest:

Laura Misserl
Laura Misserl, Account Manager

Fidelity & Deposit Company of Maryland

(Corporate Surety)

By: Affix Corp.

Joseph M. Phillips Seal

Attorney-In-Fact

Countersigned

By: Niha Kublan
Niha Kublan, Bond Administrator

(Power-of-Attorney for person signing for Surety Company must be attached to bond.)

The successful Bidder shall also provide, in triplicate, within ten (10) business days of the date of the Notice of Award, by a company satisfactory to the Town, a Labor and Material (Payment) Bond and a Performance Bond, each equal to 100 percent of the mathematically correct Grand Total of All Bid Prices with Prevailing Wage Rates on the Proposal. Surety Bonds shall be in accordance with forms attached to Contract Documents by the Time schedule to complete this work the Notice of Award date.



Page from
Bid Document

12. LIQUIDATE successful bonds required shall forfeit penalty, the which become bid price and

13. SUBSURFACE under this Contract structures of convenience of such information submitting a



Information provided and expressly waive any claims or damages of any kind or nature against the Town, its agents, independent contractors and the employees of them.

14. WITHDRAWAL OF BIDS: No bidder may withdraw their bid for 30 days, Saturdays, Sundays and Holidays excluded after the bid opens. Should there be reasons why the contract cannot be awarded within the specified period, the time may be extended by mutual agreement between the Owner and the Bidder.
15. BID ITEMS: The Town reserves the right to alter quantities or delete bid items or portion of bid items for any reason deemed advisable and to be in the best interests of the Town. Deletions and alterations shall not be considered as a waiver of any other conditions of the Contract nor to invalidate any provisions thereof. The Contractor shall accept payment in full at the contract price for actual quantities of work performed.
16. CONSTRUCTION shall not commence until weather conditions permit, as determined by the Town Engineer. The contract shall be completed within the times of completion stated in contract documents, commencing at time of Notice to Proceed.
17. TIME OF COMPLETION: The Bidder must agree to fully complete all the work described in the Special Conditions of these contract documents to the satisfaction of the Town by September 1, 2023. The successful Bidder shall submit a schedule for completing this work within two weeks of the date of the Notice of Award for review and approval by the Town. The Bidder must agree that a milled pavement surface or reclaimed road surface will not be exposed to traffic for more than 14 calendar days. **The Contract shall stay in force for twelve (12) months from the date it is signed and executed. The Contract may be extended one (1) year by mutual consent of the Contractor and the Town.**

Town of East Windsor WPCA



192 South Water Street
PO Box 359
East Windsor CT 06088
(860) 292-8264

2 April 2024

Board of Selectmen
11 Rye Street
Broad Brook CT 06016

Re: Vactor Truck

Dear selectmen,

Per the WPCA, we am offering to purchase all rights to the Vactor truck for \$20,000.
This offer will expire on 1 May 2024.

Paul Anderson
Chairman
EW-WPCA

To: Jen From: Heidi 4-16-24

Process Refund Record (s)
Condition(s) : Bill : 2022-03-53237
Bill
Dist/Susp/Bank Address

Date: 04/16/2024 Page: 1

Prop Loc/Vehicle Info.
UniqueID/Reason

Overpaid
Tax

Total
Adjusted

L/F

Int

Tax

Paid Date

2022-03-0053237 DYNAK ROBERT V
503 CANYON RIDGE DR
BROAD BROOK CT 06016-5602
1

2004/SLKBNZ/WDBKK65FX4F299002
53237
Sec. 12-129 Refund of Excess Payments.

7/18/2023

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7/18/2023

2004/SLKBNZ/WDBKK65FX4F299002
53237
Sec. 12-129 Refund of Excess Payments.

503 CANYON RIDGE DR
BROAD BROOK CT 06016-5602

DYNAK ROBERT V

1

Overpaid
Tax

Total
Adjusted

L/F

Int

Tax

Paid Date

66.77
89.91

0.00
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7/18/2023

2004/SLKBNZ/WDBKK65FX4F299002
53237
Sec. 12-129 Refund of Excess Payments.

503 CANYON RIDGE DR
BROAD BROOK CT 06016-5602

DYNAK ROBERT V

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7/18/2023

2004/SLKBNZ/WDBKK65FX4F299002
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Sec. 12-129 Refund of Excess Payments.

503 CANYON RIDGE DR
BROAD BROOK CT 06016-5602

DYNAK ROBERT V

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Sec. 12-129 Refund of Excess Payments.

503 CANYON RIDGE DR
BROAD BROOK CT 06016-5602

DYNAK ROBERT V

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7/18/2023

2004/SLKBNZ/WDBKK65FX4F299002
53237
Sec. 12-129 Refund of Excess Payments.

503 CANYON RIDGE DR
BROAD BROOK CT 06016-5602

DYNAK ROBERT V

1

Total Refund

\$ 23.14

Attachment C

9C