

### **Town Council - Meeting Agenda**

### Tuesday, May 16<sup>th</sup>, 2023 @ 6:30pm Council Chambers - 1 Portland Avenue

www.oobmaine.com/town-council

\*Members of the public wishing to view the meeting from home may tune into Local Access TV (Channel 3 or 1301 - check with your provider) or by clicking the Meeting Videos link on oobmaine.com.)

#### **ACCEPTANCE OF MINUTES:**

Acceptance of minutes from the 5/2/2023 Regular Town Council Meeting.

Chair: Shawn O'Neill

#### **PUBLIC HEARING - ORDINANCE AMENDMENTS:**

PUBLIC HEARING: Shall the Town consider amendments to the Code of Ordinances, Chapter 54, Traffic and Vehicles, Section 187, Restrictions and Prohibitions, Old Orchard Street, by adding one ten-minute parking spot in front of 33 Old Orchard Street (MBLU 206-31-6) and one ten-minute parking spot in front of 28-30 Old Orchard Street (MBLU 205-4-4).

Chair: Shawn O'Neill

#### Sec. 54-187. - Restrictions and prohibitions.

Old Orchard Street. Two-hour parking only shall be allowed on both sides of Old Orchard Street. There shall be one handicap parking space between Milliken Street and the railroad tracks on the left side (facing the ocean). See also section 54-113 and Town Hall in this section. There shall be one 10 minute parking space in front of 33 Old Orchard Street (MBLU 206-31-6). There shall be one 10 minute parking space located in front of 28-30 Old Orchard Street (MBLU 205-4-4).

#### Commentary:

Justification for the two 10 minute parking spaces is based on requests we have received from local establishments along Old Orchard Street to enable short term parking and accommodate pickup of goods from local businesses.

Currently, only two hour parking is available on Old Orchard Street whereby patrons are required to pay for parking. This is cost prohibitive for someone simply picking up items from one of the many businesses on the street. The addition of two 10 minute parking spaces will benefit patrons as well as the many local businesses in the area.

Upon closer examination of parking in the area we determined that the most effective location for the two parking spaces would be to locate one on each side near the middle of Old Orchard Street (Halfway up the hill), in order to equally accommodate businesses on the upper and lower half of the street. The spaces we have recommended allow for easier entry and exit as they are both nearby the intersection of Seavey Street and are the last spot prior to the area of the intersection.

One parking space would be located in front of 33 Old Orchard Street (MBLU 206-31-6), One parking space would be located in front of 28-30 Old Orchard Street (MBLU 205-4-4)

#### NOTICE OF PUBLIC HEARING MUNICIPAL OFFICERS OF THE TOWN OF OLD ORCHARD BEACH

The Municipal Officers of the Town of Old Orchard Beach, Maine hereby give Public Notice that there will be a Public Hearing held at the Town Hall, Council Chambers, on May 16th, 2023, at 6:30 p.m. to consider the following:

Shall the Town Council of the Town of Old Orchard Beach amend the Code of Ordinances, Chapter 54, Traffic and Vehicles, Section 54-187, Restrictions and Prohibitions, Old Orchard Street, by adding the underscored language as follows:

Old Orchard Street. Two-hour parking only shall be allowed on both sides of Old Orchard Street. There shall be one handicap parking space between Milliken Street and the railroad tracks on the left side (facing the ocean). See also section 54-113 and Town Hall in this section. There shall be one 10 minute parking space in front of 33 Old Orchard Street (MBLU 206-31-6). There shall be one 10 minute parking space located in front of 28-30 Old Orchard Street (MBLU 205-4-4).

Per Order of the Municipal Officers this	s day of May, 2023.
A True Copy Attest:	
Kim M. McLaughlin, Town Clerk	

PUBLIC HEARING - LIQUOR LICENSE & APPROVA	LS:								
Ocean Taco Bar, Sam Dupuis/Matco Domingo, (206-m-s-v in a restaurant/lounge.	cean Taco Bar, Sam Dupuis/Matco Domingo, (206-31-9) 96 East Grand, -s-v in a restaurant/lounge.								
	Chair: Shawn O'Neill								

#### **PUBLIC HEARING - BUSINESS LICENSE & APPROVALS:**

Rocco's Pizza, Paul Carney, (307-3-4-B), 13 Old Orchard St., victualers w/prep no alcohol.

Café 64, Lisa Kidd/Deborah Dolan, (206-31-7-B), 35 Old Orchard St., sidewalk café.

David Cluff, (208-1-6), 168 Saco Ave., 2 seasonal and 3 year round rentals.

Justin Hanrahan, (206-24-29), 18 St. John St., 1 year round rental.

Paul Trainor, (316-6-3), 132 West Grand, 1 year round short term rental.

Seagrass Management, LLC., Jennifer Brown, (318-8-6-32), 146 West Grand Ave #32, 1 year round short term rental.

AAR & Co./Seasonal Vacation Rentals, Adam Anastas, (105A-1-805), 9 Woods Lane, 1 seasonal short term rental.

Sweet Dreams by the Sea, Suman Adhikari, (313-4-8), 6 Camp Comfort Ave, 5 seasonal short term rentals.

Ocean Taco Bar, Samuel Dupuis/Matco Domingo, (206-31-9), 96 East Grand, victualers w/prep and alcohol.

Mt. Royal Motel, Vindico LLC, (307-4-1), 30 West Grand Ave., 56 rental units.

Chair: Shawn O'Neill

#### TOWN MANAGER REPORT

#### **NEW BUSINESS:**

#### **AGENDA ITEM #7883**

**Discussion with Action:** Renew the emergency ordinance establishing a moratorium on Hotel/Motel Condominium Conversions pursuant to Charter Section 410.1 due to expire June 3, 2023, to be extended for 60 days.

Chair: Shawn O'Neill

TO: Old Orchard Beach Town Council

Diana Asanza, Town Manager Tim Fleury, Executive Assistant

FROM: Planning Department

**SUBJECT:** Lodging Condominium Conversions Moratorium

**REQUEST:** Renew Moratorium

**DATE:** 16 May 2023

Hotel and motel conversions to condominiums have been identified as a concern to town staff. It's a concern due to recent increase in formal proposals and inquiries and the minimal authority and standards available to staff to evaluate conversion proposals. To properly consider the town's options, we determined the best approach was enactment of a moratorium which will allow time to research and develop appropriate mechanisms that provide more protection to occupants of the units, abutting property owners, and the Town.

During consideration of the Town's options, it became clear the best mechanism to regulate conversions was through an ordinance. This required development of a custom ordinance. To date, the ordinance is complete, received a favorable recommendation from the Planning Board, and had a first reading and public hearing hosted by Council. Next steps include Council workshop and final vote.

The current moratorium will expire on 3 June. Because Council review is not complete, we are requesting Council renew for an additional 60 days. If renewed, the moratorium will extend to 2 August. Thank you.

#### AGENDA ITEM #7884

**Discussion with Action:** Authorize the restoration of monuments and plaques in Memorial Park by Bruce Lane for a total of \$13,805, from the following accounts: 31705-50311 Veterans Memorial Monument Expense with a balance of \$3,612.55, and \$10,192.45 from account number 50002-50812 CIP Memorial Park Improvements with a balance of \$505,887.89,

Chair: Shawn O'Neill

#### Bruce R. Lane

#### Cemetery Lettering and Bronze Restoration

#### **Professional Monument Cleaning**

16 Mondor White Road

Casco, Maine 04015

978-758-7186 / 978-758-7180

TO: Larry Mead

FROM: Bruce Lane

RE: Town of Old Orchard Beach, Downtown Park, Bronze and Stone restoration

1.) Large Tall Veterans Monument with large Sword and missing plaque:

Restore two bronze plaques, and large sword - \$4650.00

(Includes replacing rosettes that are missing with new ones.)

Professional cleaning of all granite

- \$1,340.00

Frosting polish off front and back, and

Top of base

-\$1,500.00

New plaque, same size as one on right side

Includes lettering and installation

-\$2,240.00

#### 2.) Large rock at Flagpole:

Restore bronze plaque and professional cleaning of boulder \$4,200.00 Will also include pressure washing small gray monument on right.

Please let me know if all or part of the above is approved. Preferred to be done in September or October 2023. Thank you for your patience, as we navigate our Memorial Day rush orders!

Do not hesitate to call with any questions.

Thank you

Bruce Lane

978-758-7180

#### **AGENDA ITEM #7885**

**Discussion with Action:** Approve quote from Peter Petit Excavating for \$19,850 from account 50002-50508 CIP Sewer Maintenance and Improvement with a balance of \$435,051.80 for emergency sinkhole repair on Tioga Avenue. Chair: Shawn O'Neill

### **ESTIMATE**

Peter Petit Excavating, Inc. 20 Forest Street Biddeford, ME 04005 - 3833

Tel: 207 282-9305

Name / Address	
Town of Old Orchard Beach 1 Portland Avenue Old Orchard Beach, ME 04064	

Date	Estimate#
5/4/2023	1699

Item	Description	Total
Pipe	Pipe & fitting	850.00
Stone	Stone	500.00
Sand	Clean sand	850.00
Gravel	Base & Finish Gravel	650.00
Paving	Re-pave	3,000.00
Excavate	Excavation, labor, trucks to install pipe & trench box	14,000.00
	Ou to proceed.  Drawart 8 5/9/23	
		le <sub>1</sub>

Total

\$19,850.00

#### **AGENDA ITEM #7886**

**Discussion with Action:** Award the contract to Shaw Brothers Construction and authorize the Town Manager to enter into a contract for the Walnut Street Sewer Collection System Upgrade in the amount of \$1,139,292.50 to be funded by the Congressional Direct Spending (CDS) Grant Award in the amount of \$1,000,000 and \$139,292.50 from account #31151-50960 Waste Water Treatment Facility Upgrade Bond with a balance of \$21,199,384.99.

Chair: Shawn O'Neill

Via Electronic Mail



May 2, 2023

Diana Asanza, Town Manager – Town of Old Orchard Beach, ME 1 Portland Avenue Old Orchard Beach, ME 04064

Re: Recommendation for Contract Award Walnut Street Collection System Upgrades

#### Dear Diana:

We have reviewed the bids submitted for the Walnut Street Collection System upgrades project on March 22, 2023. The contractors who bid were Shaw Brothers Construction and Gorham Sand & Gravel, Inc. All required forms and certifications were submitted along with the bid form as required by both bidding contractors. It appears that Shaw Brothers Construction represents the lowest responsible and eligible bidder with a Total Bid of \$1,795,000.50. A copy of the bid tabulation has been attached to this letter for your reference.

Considering the Town's current plan to address necessary upgrades to the Collection System and Wastewater Treatment Facility (WWTF) as part of the Walnut Street Collection System upgrades project and the forthcoming WWTF and Pump Station upgrades project, it is advisable to proceed with a lower cost alternative for this project to allow for funds to be more properly allocated to other areas of need, while still providing the necessary upgrades for the Walnut Street Collection System.

The Town, Shaw Brothers, and Woodard & Curran have reviewed the original project scope identified cost reductions totaling \$655,708.00. A revised bid tabulation summarizing the proposed cost reductions has been prepared by Shaw Brothers and attached to this letter along with a figure detailing cost reductions for your reference.

We recommend that Shaw Brothers Construction be awarded the contract amount of \$1,795,000.50 with the condition that a change order be executed simultaneously to reduce the total construction cost to **\$1,139,292.50**. Shaw Brothers Construction has stated they intend begin material procurement and submit shop drawings ASAP after Notice to Proceed is issued and plan to perform the Work in Fall 2023 time frame (September to November).

A copy of the Notice of Intent to Award is also included with this recommendation. Please review the attached Notice of Intent to Award at your earliest convenience and sign and return it to W&C via email. We will then transmit the Notice of Intent to Award to Shaw Brothers Construction accordingly.

We will execute the Notice of Award, Notice to Proceed, Contract Agreement, and Change Order at the Contract Signing, which will occur during the Pre-Construction Meeting which will be scheduled within the next month.



If you have any questions, please do not hesitate to call me at 207-558-3747.

Sincerely,

WOODARD & CURRAN, INC.

Tom Herer, P.E.

**Technical Manager** 

#### Enclosure(s):

- 1. Draft Notice of Intent to Award Letter
- 2. Cost Reduction Items:
  - a. Revised Bid Tabulation prepared by Shaw Brothers
  - b. Cost Reduction Figure
- 3. Walnut Street Collection System Upgrades Bid Tabulation
- 4. Shaw Brothers Construction Bid Documents

cc: Town of Old Orchard Beach – Tim Fleury and Chris White

Woodard & Curran: Brent Bridges, P.E. and Maggie Connolly, P.E.

PN: 0232616.01

## 1. Draft Notice of Intent Letter



#### Town of Old Orchard Beach, ME 1 Portland Avenue Old Orchard Beach, ME 04064

May 2, 2023

Jonathan E. Shaw, President Shaw Brothers Construction 341 Mosher Rd, P.O. Box 69 Gorham, ME 04038

SUBJECT: NOTICE OF INTENT TO AWARD
WALNUT STREET COLLECTION SYSTEM UPGRADES

You are notified that your Bid dated March 22, 2023, for the subject Project has been considered.

You are the apparent Successful Bidder, and the Owner intends that a Contract for the subject Project be awarded to you. The Total Contract Price of the awarded Contract will be \$1,795,000.50 based on Unit Prices, subject to the following conditions being met and subject to required reviews and approvals and specifically, funding agency approval by Maine Department of Environmental Protection (DEP) and the United State Environmental Protection Agency (EPA).

You must comply with the following conditions precedent **within 15 days** of the date of receipt of this Notice of Intent to Award:

- 1. Deliver the Contract security (Bonds) in the specified EJCDC format and insurance documentation as specified in the General Conditions and Supplementary Conditions (Articles 2 and 5).
- 2. Deliver the following completed and executed certifications and documents.
  - None
- 3. Other conditions precedent:
  - None



#### Town of Old Orchard Beach, ME 1 Portland Avenue Old Orchard Beach, ME 04064

Failure to comply with these conditions within the time specified will entitle the Owner to consider you in default, annul this Notice of Intent to Award, and declare your Bid security forfeited.

After confirming that you have complied with the above conditions and required approvals are obtained, Owner will deliver a Notice of Award and the conformed Contract Documents with the Agreement for execution.

Town of Old Orchard Beach, ME (Owner)
By:
Diana Asanza, Town Manager

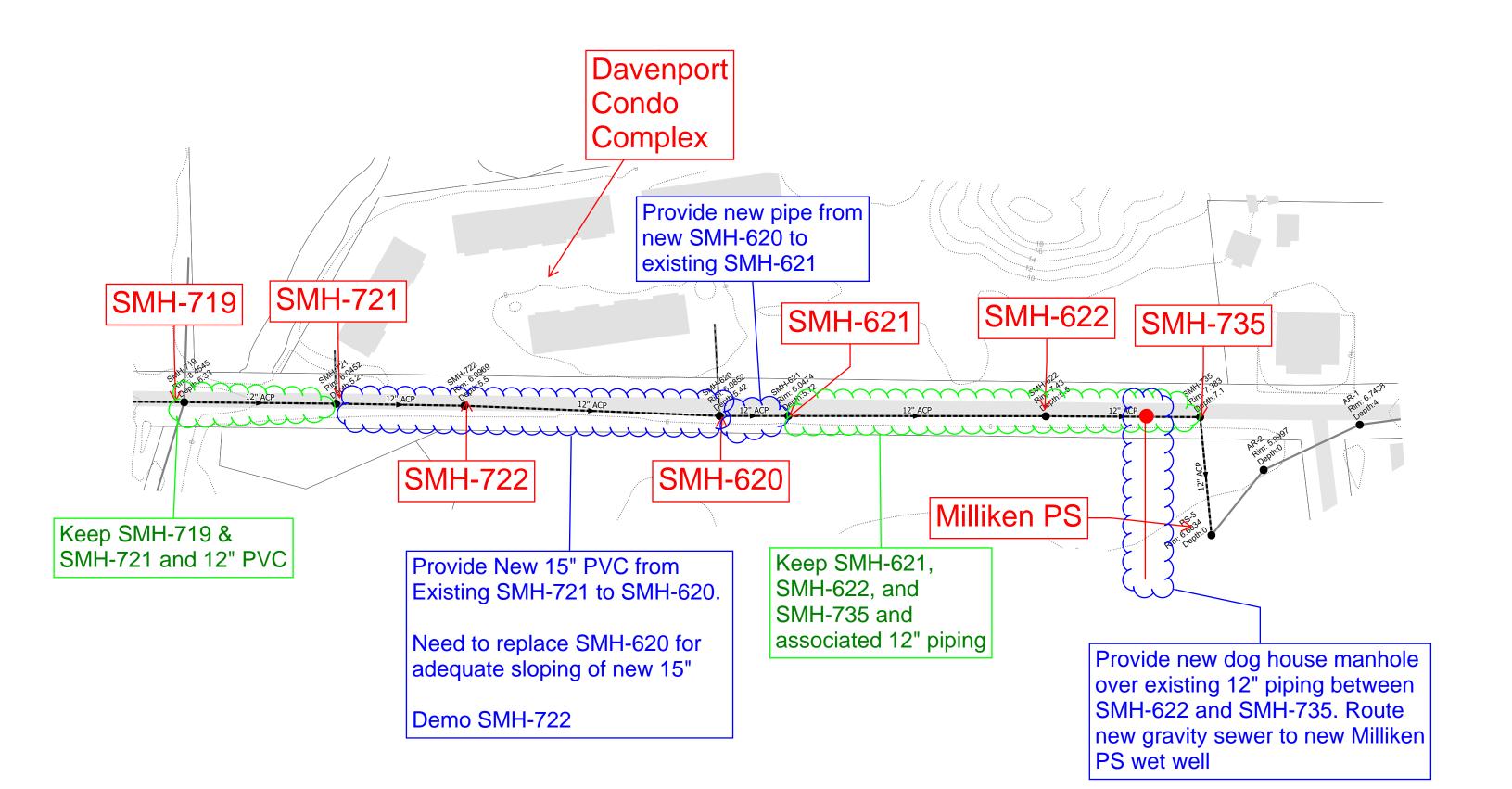
Copy to Engineer

### 2. Cost Reduction Items

- a. Revised Bid Tab
- b. Cost Reduction Figure

#### **Bid Estimate Worksheet**

			1			ı		
W BROTH	Shaw Brothers Construction, Inc.							
36	341 Mosher Road, PO Box 69							
EST. 1977	Gorham, Maine 04038							
CONCERNS 18	Phone: 207-839-2552							
OTHUC	Fax: 207-839-6239							
	CONCEDITORION COST EST		D					
	CONSTRUCTION COST EST	IMAIE	Revisio	on				
Project:	Walnut Street Collection System Upgrades							
	Old Orchard Beach							
Owner:	Town of Old Orchard Beach							
Date:	Monday, April 24, 2023							
Subst Compl:	60 CD							
	75 CD							
Liq Dam:	\$1,000/CD Int & Final							
Incentive:	N/A							
Notes:								
		<u> </u>			·			
	Bid Items							
Bid Item No.	Description	Quant	Unit		Price		Total	
	·							
1	Administration (Mobilization/Demobilization)	1	ls	\$	395,472.00	\$	395,472.00	
2	Excavation of Unsuitable Materials	425	cy	\$	15.00	\$	6,375.00	
3	Select Backfill	425	cy	\$	15.00	\$	6,375.00	
4	Rock Excavation	50	cy	\$	0.01	\$	0.50	
5	Demolishing Existing Manholes	2	ea	\$	1,000.00	\$	2,000.00	
6	Demolishing Existing Sewer Pipe	350	1f	\$	10.00	\$	3,500.00	
7	Pavement Repair - Town Roads & Driveways	450	sy	\$	75.00	\$	33,750.00	
8	4" Lateral Repair (max 5' per lateral)	10	lf	\$	40.00	\$	400.00	
9	12" Sanitary Sewer Pipe		1f	\$	395.00	\$	-	
10	15" Sanitary Sewer Pipe	540	lf	\$	1,050.00	\$	567,000.00	
11	6" Sanitary Sewer Force Main	85	1f	\$	395.00	\$	33,575.00	
12	2" Rigid Insulation (4" sand above and below included	415	lf	\$	14.00	\$	5,810.00	
13	4' Sewer Manhole	1	ea	\$	6,800.00	\$	6,800.00	
13a	4' Doghouse Sewer Manhole	1	ea	\$	15,000.00	\$	15,000.00	
14	Traffic Control	1	ls	\$	43,635.00	\$	43,635.00	
15	Test Pits	8	ea	\$	1,200.00	\$	9,600.00	
16	Testing Allowance	1	allow	\$	10,000.00	\$	10,000.00	
10	resting Anowance	1	anow	φ	10,000.00	φ	10,000.00	
				Da	evised Total:	\$	1,139,292.50	
					d Day Total: Decrease	\$ \$	1,795,000.50 655,708.00	



## 3. Walnut Street Collection System Upgrades Bid Tabulation (3/22/2023)



# TOWN OF OLD ORCHARD BEACH, ME WALNUT STREET COLLECTION SYSTEM UPGRADES PROJECT NO. 0232616.01

DATE: MARCH 22, 2023 @ 2:00PM

					Shaw Brothe	ers (	Construction		Gorham Sa	and	& Gravel
Item No.	Description	Unit	Estimated Quantity	Bi	d Unit Price		Bid Price	Bi	id Unit Price		Bid Price
1	Administration (Mobilization/Demobilization)	LS	1	\$	433,750.00	\$	433,750.00	\$	85,000.00	\$	85,000.00
2	Excavation of Unsuitable Materials	CY	425	\$	15.00	\$	6,375.00	\$	48.00	\$	20,400.00
3	Select Backfill	CY	425	\$	15.00	\$	6,375.00	\$	71.00	\$	30,175.00
4	Rock Excavation	CY	50	\$	0.01	\$	0.50	\$	0.01	\$	0.50
5	Demolishing Existing Manholes	EA	5	\$	1,000.00	\$	5,000.00	\$	8,650.00	\$	43,250.00
6	Demolishing Existing Sewer Pipe	LF	925	\$	10.00	\$	9,250.00	\$	83.00	\$	76,775.00
7	Pavement Repair – Town Roads & Driveways	SY	900	\$	75.00	\$	67,500.00	\$	170.00	\$	153,000.00
8	4" Lateral Repair	LF	10	\$	40.00	\$	400.00	\$	126.00	\$	1,260.00
9	12" Sanitary Sewer Pipe	LF	20	\$	395.00	\$	7,900.00	\$	137.00	\$	2,740.00
10	15" Sanitary Sewer Pipe	LF	1,050	\$	1,050.00	\$	1,102,500.00	\$	1,902.00	\$	1,997,100.00
11	6" Sanitary Sewer Force Main	LF	85	\$	395.00	\$	33,575.00	\$	110.00	\$	9,350.00
12	Two Inch Rigid Insulation	LF	650	\$	14.00	\$	9,100.00	\$	21.00	\$	13,650.00
13	4' Diameter Gravity Sewer Manholes	EA	4	\$	6,800.00	\$	27,200.00	\$	26,145.00	\$	104,580.00
14	Traffic Control	LS	1	\$	66,475.00	\$	66,475.00	\$	83,000.00	\$	83,000.00
15	Test Pits	EA	8	\$	1,200.00	\$	9,600.00	\$	2,250.00	\$	18,000.00
16	Testing Allowance	ALLOW	1	\$	10,000.00	\$	10,000.00	\$	10,000.00	\$	10,000.00
BASE BID	SUBTOTAL					\$	1,795,000.50			\$	2,648,280.50

4.	Shaw	Brothe	rs Con	structi	on Bid	Docur	nents

Issue Date: October 2022 November 16, 2022

#### **SECTION 00 41 01**

#### BID FORM FOR CONSTRUCTION CONTRACT

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

#### ARTICLE 1—OWNER AND BIDDER

1.01 This Bid is submitted to:

Town of Old Orchard Beach 1 Portland Avenue Old Orchard Beach, Maine 04064 Attn: Diana Asanza, Town Manager

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

#### ARTICLE 2—ATTACHMENTS TO THIS BID

- 2.01 The following documents are submitted with and made a condition of this Bid:
  - A. DEP Form 6100-4 DBE Subcontractor Utilization Form (00 22 13);
  - B. DEP Form 6100-3 DBE Subcontractor Performance Form (00 22 13);
  - C. Required Bid security in the form of Bid Bond (00 43 13) OR
  - D. Information, Schedules and Data (00 43 40);
  - Evidence of authority to do business in the state of the Project; or a written covenant to obtain such authority within the time for acceptance of Bids;
  - Contractor's license number as evidence of Bidder's State Contractor's License or a covenant by Bidder to obtain said license within the time for acceptance of Bids;
  - G. Bidder's Representation and Certifications (00 45 05);
  - H. Required Bidder Qualification Statement (00 45 13) with supporting data; and
  - Non-Collusion Affidavit (00 45 19).

Issue Date: October 2022 November 16, 2022

#### ARTICLE 3—BASIS OF BID—LUMP SUM BID AND UNIT PRICES

#### 3.01 Unit Price Bids

A. Bidder will perform the following Work at the indicated unit prices [EXCLUDING SALES AND USE TAX]:

Description  inistration (Mobilization/Demobilization)  vation of Unsuitable Materials  ct Backfill  Excavation  olishing Existing Manholes  olishing Existing Sewer Pipe  ement Repair – Town Roads & Driveways  ateral Repair  Sanitary Sewer Pipe	CY CY EA LF SY	Quantity  1  425  425  50  5  925  900  10	15.00 15.00 15.00 15.00 0.01 1,000.00 10.00 75.00	\$ 433,750.00 \$ 6,375.00 \$ 6,375.00 \$ 0.50 \$ 5,000.00 \$ 9,250.00 \$ 67,500.00
vation of Unsuitable Materials  ct Backfill  Excavation  olishing Existing Manholes  olishing Existing Sewer Pipe  ement Repair – Town Roads & Driveways	CY CY EA LF SY	425 50 5 925 900	15.00 0.01 1,000.00 10.00 75.00	\$ 6,375.00 \$ 6,375.00 \$ 0.50 \$ 5,000.00 \$ 9,250.00 \$ 67,500.00
et Backfill Excavation Colishing Existing Manholes Colishing Existing Sewer Pipe Coment Repair – Town Roads & Driveways Colishing Existing Sewer Pipe	CY EA LF SY	50 5 925 900	0.01 1,000 ·00 10·00 75·00	\$ 6,375.00 \$ 0.50 \$ 5,000.00 \$ 9,250.00 \$ 67,500.00
Excavation  colishing Existing Manholes  colishing Existing Sewer Pipe  ement Repair – Town Roads & Driveways  ateral Repair	EA LF SY	5 925 900	1,000 .00	\$ 5,000.00 \$ 9,250.00 \$ 67,500.00
olishing Existing Sewer Pipe ement Repair – Town Roads & Driveways ateral Repair	LF SY	925	75.00	\$ 9,250.00 \$ 67,500.00
olishing Existing Sewer Pipe ement Repair – Town Roads & Driveways ateral Repair	SY	900	75.00	\$ 67,500.00
ement Repair – Town Roads & Driveways				\$ 67,500.00
ateral Repair	LF	10	40.00	\$ 400.00
	LF	20	395.00	\$ 7,900.00
Sanitary Sewer Pipe	LF	1050	1,050.00	\$ 1,102,500.00
anitary Sewer Force Main	LF	85	395.00	\$ 33,575.00
Inch Rigid Insulation	LF	650	14.00	\$ 9,100.00
	EA	4	6,800.00	\$ 27,200.00
ic Control	LS	1	66,475.00	\$ 66,475.00
Pits	EA	8	1,200.00	\$ 9,600.00
ing Allowance	ALLOW	1	\$10,000	\$10,000
	ALLOW	1	\$25,000	\$25,000
	ameter Gravity Sewer Manholes ic Control Pits	ameter Gravity Sewer Manholes EA  LS  Pits EA  Ing Allowance ALLOW	ameter Gravity Sewer Manholes EA 4  iic Control LS 1  Pits EA 8  ing Allowance ALLOW 1	EA   4   6,800.00

#### B. Foundation Support Option

1. Bid is based on the following Foundation Support Option as outlined in the Contract Drawings (Circle Selected Option): HELICAL PILE OPTION OR FLOWABLE FILL OPTION

Issue Date: October 2022

- C. Bidder acknowledges that:
  - 1. each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and
  - estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Work will be based on actual quantities, determined as provided in the Contract Documents.

#### ARTICLE 4—TIME OF COMPLETION

- 4.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 4.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

### ARTICLE 5—BIDDER'S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

- 5.01 Bid Acceptance Period
  - A. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.
- 5.02 Instructions to Bidders
  - A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.
- 5.03 Receipt of Addenda
  - A. Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Addendum Date
	11-16-22
2	11-29-22
3	2-16-23
4	3-8-23
5	3-16-23

#### ARTICLE 6—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS

- 6.01 Bidder's Representations
  - A. In submitting this Bid, Bidder represents the following:
    - 1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
    - Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

EJCDC 2018
WOODARD & CURRAN

- 3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
- 4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
- Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
- 6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.
- 7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
- 8. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- 10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- 11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

#### 6.02 Bidder's Certifications

- A. The Bidder certifies the following:
  - This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
  - Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.

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BID FORM 00 41 01-4 Issue Date: October 2022

- 3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
- 4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:
  - a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
  - b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.
  - c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.
  - d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.
- 5. Bidder acknowledges the representations and certifications included in Section 00 45 05 are made a condition of the Bid.

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#### ARTICLE 7—COMMUNICATIONS

.01 Comm	funications concerning this Bid shall be addressed to the Bidder's representative as follows:
Name	JONATHAN E. ShAW
Title:	President
Business Ad	dress: 341 Mosher RD P.O. Box 69

Gorham ME 04038

Telephone Number: 209 839-2552 E-mail address: JShAWCShAWbroTheas, com

Issue Date: October 2022

#### **END OF SECTION**

#### SHAW BROTHERS CONSTRUCTION, INC.

I, Peter S. Plumb, Clerk of SHAW BROTHERS CONSTRUCTION, INC. certify that the following named individuals hold the offices set forth opposite their respective names as of the date below:

President:

Jonathan E. Shaw

Treasurer:

Daniel H. Shaw

Vice-President:

Thomas B. Biegel

Clerk:

Peter S. Plumb

I further certify that the following are true and exact copies of resolutions of the Corporation's Board of Directors and that said resolutions have not been altered or amended to the date of this certificate:

VOTED:

To authorize the President, Vice-President and Treasurer of SHAW BROTHERS CONSTRUCTION, INC., or any one of them, to make verbal and written bids on behalf of the Corporation for construction work of any type and nature, including but not limited to earth work, road work, sidewalk work, foundation work and all other manner of work which can be reasonably described as construction work to any organization, whether public or private, anywhere within the State of Maine, at any time, and to fill out, execute and sign on behalf of the Corporation any and all documents which may be required from time to time by the person or organization or governmental entity seeking the bid.

Dated: May 6, 2022

Peter S Plumb Clerk

State of Maine Cumberland, ss.

May 6, 2022

Personally appeared before me the above-named Peter S. Plumb in his capacity as Clerk and made oath that the foregoing statements are made on personal knowledge and are true.

Notary Public

SHARON C. GIGGEY NOTARY PUBLIC STATE OF MAINE

MY COMMISSION EXPIRES JULY 24, 2025



# Disadvantaged Business Enterprise Program (DBE) Subcontractor Utilization Form

This form is intended to capture the prime contractor's actual and/or anticipated use of identified certified DBE<sup>1</sup> subcontractors<sup>2</sup> and the estimated dollar amount of each subcontract. An EPA Financial Assistance Agreement Recipient must require its prime contractors to complete this form and include it in the bid or proposal package. Prime contractors should also maintain a copy of this form on file.

Prime Contractor Name	C	L	- " (/// 0 7)
	Project Name  Walkort Structure  Assistance Agreement ID No. (if known) Poin		
Bid /Proposal No.	Assistance Agreement in No. (ii known)	saezz Bz	
0232616.01	K	saept was	1 Dy
Address	D 6-1-1-11/18	04030	
341 Weller	ROND GORMAN WE	09078	
Telephone No.	13 - /.		
207 839-2	552 DISZADYESHI	uo protuezi	, còu
Issuing/Funding Entity:			
I have identified potential DBE		\$7.300	
pertified subcontractors	VES	X NO	
	YES	_X_NO	
certified subcontractors  If yes, please complete the table b		_X_NO	
		_X_N0	
		_X_N0	
If yes, please complete the table b	pelow. If no, please explain:		Commenting
If yes, please complete the table b		Est. Dollar	Currently
If yes, please complete the table b	pelow. If no, please explain:		Currently DBE Certified?
If yes, please complete the table b	pelow. If no, please explain:	Est. Dollar	DBE
f yes, please complete the table b	pelow. If no, please explain:	Est. Dollar	DBE
If yes, please complete the table b	pelow. If no, please explain:	Est. Dollar	DBE
If yes, please complete the table b	pelow. If no, please explain:	Est. Dollar	DBE
If yes, please complete the table b	pelow. If no, please explain:	Est. Dollar	DBE
If yes, please complete the table b	pelow. If no, please explain:	Est. Dollar	DBE
If yes, please complete the table b	pelow. If no, please explain:	Est. Dollar	DBE
If yes, please complete the table b	pelow. If no, please explain:	Est. Dollar	DBE
If yes, please complete the table b	pelow. If no, please explain:	Est. Dollar	DBE

Continue on back if needed

<sup>&</sup>lt;sup>1</sup>A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

<sup>&</sup>lt;sup>2</sup>Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award or financial assistance.



# Disadvantaged Business Enterprise Program (DBE) Subcontractor Utilization Form

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Section 33.202 (c).

Print Name
Resert Bauny
Date
3-9-2023



# Disadvantaged Business Enterprise Program (DBE) Subcontractor Performance Form

#### N/A

This form is intended to capture the DBE<sup>1</sup> subcontractor's<sup>2</sup> description of work to be performed and the price of the work submitted to the prime contractor. An EPA Financial Assistance Agreement Recipient must require its prime contractor to have its DBE subcontractors complete this form and include all completed forms in the prime contractors bid or proposal package.

Subcontractor 1	Name		Project Name		
Bid /Proposal N	No.	Assistance Agreeme	ent ID No. (if known)	Point of C	Contact
Address					
Telephone No.		-	Email Address		
Prime Contract	or Name		Issuing/Funding Enti	ty:	
Contract	Description of Wa	ark Submitted to the	Prime Contractor Inv	olving	Price of Work
Item Number		ction, Services, Equi		g	Submitted to the Prime Contractor
DBE Certified B	y:DOT		Meets/exceeds EPA cer		ndards? ıknown

<sup>&</sup>lt;sup>1</sup>A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

<sup>&</sup>lt;sup>2</sup>Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.



## Disadvantaged Business Enterprise Program (DBE) Subcontractor Performance Form

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware of that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.202 (c).

Prime Contractor Signature	Print Name	
Rober Bang	Robert BRHOY	
Title	Date	
ESTILLATOR	3-9-2025	

NIA

Subcontractor Signature	Print Name
Subcontractor Signature	1 int rame
	D-4
Title	Date
The state of the s	

### **BID BOND (PENAL SUM FORM)**

Bidder	Surety				
Name: SHAW BROTHERS CONSTRUCTION, INC.	Name: WESTFIELD INSURANCE COMPANY				
Address (principal place of business):	Address (principal place of business):				
P.O. Box 69, 341 Mosher Road	Agency: P.O. Box 511				
Gorham, ME 04038	Concord, NH 03302-0511				
Owner	Bid				
Name: TOWN OF OLD ORCHARD BEACH	Project (name and location):				
Address (principal place of business):	Walnut Street Collection System Upgrades, Old				
1 Portland Avenue	Orchard Beach ME				
Old Orchard Beach, ME 04064					
	Bid Due Date: March 9th, 2023				
Bond					
Penal Sum: FIVE PERCENT OF AMOUNT BID					
Date of Bond: March 9th, 2023					
Date of Bond: March 9th, 2023	-				
Surety and Bidder, intending to be legally bound he	ereby, subject to the terms set forth in this Bid Bond,				
- march strip 2020					
Surety and Bidder, intending to be legally bound he					
Surety and Bidder, intending to be legally bound he do each cause this Bid Bond to be duly executed by Bidder  SHAW BROTHERS CONSTRUCTION, INC.	an authorized officer, agent, or representative.  Surety  WESTFIELD INSURANCE COMPANY				
Surety and Bidder, intending to be legally bound he do each cause this Bid Bond to be duly executed by Bidder	an authorized officer, agent, or representative.  Surety				
Surety and Bidder, intending to be legally bound he do each cause this Bid Bond to be duly executed by Bidder  SHAW BROTHERS CONSTRUCTION, INC.  (Full formal name of Bidder)  By:	wan authorized officer, agent, or representative.  Surety  WESTFIELD INSURANCE COMPANY  (Full formal name of Surety) (corporate seal)  By:				
Surety and Bidder, intending to be legally bound he do each cause this Bid Bond to be duly executed by Bidder  SHAW BROTHERS CONSTRUCTION, INC.  [Full formal name of Bidder]  By:  (Signature)  Name: Jonathan E. Shaw	wan authorized officer, agent, or representative.  Surety  WESTFIELD INSURANCE COMPANY  (Full formal name of Surety) (corporate seal)  By:  (Signature) (Attach Power of Attorney)  Name: Mark J. Stevens				
Surety and Bidder, intending to be legally bound he do each cause this Bid Bond to be duly executed by Bidder  SHAW BROTHERS CONSTRUCTION, INC.    Full formal name of Bidder	wan authorized officer, agent, or representative.  Surety  WESTFIELD INSURANCE COMPANY  (Full formal name of Surety) (corporate seal)  By:  (Signature) (Attach Power of Attorney)  Name: Mark J. Stevens  (Printed or typed)				
Surety and Bidder, intending to be legally bound he do each cause this Bid Bond to be duly executed by Bidder  SHAW BROTHERS CONSTRUCTION, INC.  (Full formal name of Bidder)  By:  (Signature)  Name: Jouathaw E. Shaw  (Printed or typed)  Title: President	westfield insurance company  (Full formal name of Surety) (corporate seal)  By:  (Signature) (Attach Power of Attorney)  Name: Mark J. Stevens (Printed or typed)  Title: Attorney-In-Fact  Attest: (Signature)  Name: Hannah Abbott (Printed or typed)				
Surety and Bidder, intending to be legally bound he do each cause this Bid Bond to be duly executed by Bidder  SHAW BROTHERS CONSTRUCTION, INC.  (Full formal name of Bidder)  By:  (Signature)  Name: IONATHAN E. Shaw  (Printed or typed)  Title: President  (Signature)  Name: Resident  Dans  Name: Resident	westfield insurance company  (Full formal name of Surety) (corporate seal)  By:  (Signature) (Attach Power of Attorney)  Name: Mark J. Stevens (Printed or typed)  Title: Attorney-In-Fact  Attest: Cignature)  Name: Hannah Abbott				

- Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.
- Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
- 3. This obligation will be null and void if:
  - 3.1.Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
  - 3.2. All Bids are rejected by Owner, or
  - 3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
- 4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
- 5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions does not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
- No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.
- 7. Any suit or action under this Bond will be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
- 8. Notices required hereunder must be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.
- Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
- 10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.
- 11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

THIS POWER OF ATTORNEY SUPERCEDES ANY PREVIOUS POWER BEARING THIS SAME POWER # AND ISSUED PRIOR TO 04/27/20, FOR ANY PERSON OR PERSONS NAMED BELOW.

General Power of Attorney

CERTIFIED COPY

POWER NO. 2835562 06

### Westfield Insurance Co. Westfield National Insurance Co. Ohio Farmers Insurance Co.

Westfield Center, Ohio

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint

DANIEL E. CHURCH, MICHAEL P. O'BRIEN, MATTHEW R. BLAISDELL, RYAN M. STEVENS, PAULA J. CANTARA, CHRISTINE M. HOSMER, GARY P. LAPIERRE, MARK J. STEVENS, JOINTLY OR SEVERALLY

and State of NH its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, of CONCORD place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship- - - - - - - - - -

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executiveshall 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:

The Attorney-in-Fact. may be given full power and authority and other conditional or obligatory undertakings and any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all

The Attorney-in-Fact. may be given full power and authority for and in the name of and on benair of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings 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 as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be it Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorneyor certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting

held on February 8, 2000)

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 27th day of APRIL A.D., 2020.

Seals Affixed

State of Ohio County of Medina SS.:

minimum, TIONAL I Same \*

WESTFIELD INSURANCE COMPANY WESTFIELD NATIONAL INSURANCE COMPANY OHIO FARMERS INSURANCE COMPANY

Gary W. Stumper, National Surety Leader and Senior Executive

On this 27th day of APRIL A.D., 2020, before me personally came Gary W. Stumper to me known, who, being by me duly sworn, did depose and say, that he resides in Hartford, CT; that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the sealsaffixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial Seal Affixed

State of Ohio County of Medina

SS.:

David A. Kotnik, Attorney at Law, Notary Public My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

I, Frank A. Carrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS 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; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

Witness Whereof, 1 h have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 9th day of



water the ATIONAL N'S The the the tenth of the tenth



Frank A. Carrino, Secretary

### **SECTION 00 43 40**

### INFORMATION, SCHEDULES AND DATA

### **SCHEDULE**

Provide a proposed Project Schedule based on a Notice to Proceed approximately 14 days after bid opening, and a Substantial Completion and final completion as indicated in the Invitation to Bid. The schedule shall be presented in sufficient detail for the Owner to evaluate the Bidder's ability to perform the Work within the Contract Times and shall include:

- milestones related to submittal schedules, procurement, construction, and checkout & functional testing; and
- sequencing to limit impacts from construction.

### **WORK PLAN**

Submit a narrative work plan describing the Bidder's approach to the successful execution of the Work to accommodate the proposed Project Schedule and provide for special requirements. Allow for review of submittals, coordination, and development of detailed construction sequencing and coordination; and compliance with special requirements.

### Describe:

- how schedule progress will be measured and tracked;
- how the Schedule of Values and cash flow will be determined and how progress for payment will be determined; and
- how documents will be controlled to assure that the appropriate revision is used in design, procurement, and construction/installation.

### **END OF SECTION**

Walnut Street Collection System Upgrades

	Control of the Contro									
Activity Description	Week 1	Week 2	Week 3	Week 4	Week 5	Week 6	Week 7	Week 8	Week 9	Week 10
						365				
Mobilize										
Erosion Control										
12" Pipe										
15" Pipe										
6" Force Main										
Cleanup/Demob										The same of

Mosher Road, PO Box 69 nam, Maine 04038 ne: 207-839-2552 207-839-6239			
ne: 207-839-2552			
TO THE PROPERTY OF THE PARTY OF			
207-839-6239			
nut Street Collection System Upgrades			
Orchard Beach			
n of Old Orchard Beach			
rsday, March 9, 2023			
CD			
	vn of Old Orchard Beach ursday, March 9, 2023 CD CD	arsday, March 9, 2023	rsday, March 9, 2023

Schedule progress will be measured by the actual quantities of work installed versus the proposed schedule.

The schedule of values will be the bid schedule of items with the bid unit pricing. Progress for payment will be determined by the actual quantity of work installed in a given month.

Document control will be coordinated by the assigned Shaw Brothers project manager. All documents will go through the project manager prior to distribution in the field. Voided documents will be collected and replacement documents will be issued.

### **SECTION 00 45 05**

### **BIDDER'S REPRESENTATIONS AND CERTIFICATIONS**

The undersigned, under the penalties of perjury, represents and certifies the following which is made a condition of the Bid.

### 1.01 BIDDER'S CERTIFICATIONS

- A. Bidder will comply with the requirements of the Safety and Health provisions in the Contract Documents, and if Bidder is awarded a Contract, it shall incorporate these provisions into all subcontracts and Purchase Orders so that such provisions will be binding upon each Subcontractor or Supplier.
- B. Bidder will comply with the requirements of the Equal Employment Opportunity, Antidiscrimination, and Affirmative Action Program provisions in the Contract Documents, and if Bidder is awarded a Contract, it shall incorporate these provisions into all subcontracts and Purchase Orders so that such provisions will be binding upon each Subcontractor or Supplier.
- C. Bidder shall provide evidence of authority to do business in the state of the Project or a written covenant to obtain such license within the time for acceptance of Bids.
- D. Bidder certifies it will comply with applicable funding agency requirements and Federal requirements (if any) including those as set forth in the Bidding Documents.
- E. If Bidder is awarded a Contract, it certifies it shall incorporate the applicable provisions of this section into all subcontracts and Purchase Orders so that such provisions will be binding upon each Subcontractor or Supplier.

### 1.02 FUNDING CERTIFICATIONS – CWSRF PROGRAM REQUIREMENTS

- A. Bidder certifies it will comply in all respects with the Contract provisions regarding nondiscrimination as set forth in Section 00 73 37 Equal Employment Opportunity/Affirmative Action Requirements and the Disadvantaged Business Enterprise provisions in Section 00 73 38. Bidder certifies that during the bidding period, it has made the good faith efforts set forth in Section 00 22 13 Instructions to Bidder. Bidder certifies that it has submitted forms required by and in accordance with 00 22 13 with its Bid.
- B. Bidder acknowledges to and for the benefit of the Owner and the State of Maine that it understands the material and equipment, and services under any resulting Agreement are being funded with monies made available by the Drinking Water State Revolving Fund that have statutory requirements commonly known as "American Iron and Steel (AIS) Requirement" that requires all of the iron and steel products used in the Project to be produced in the United States including iron and steel products provided for the Project. Bidder hereby represents and warrants to and for the benefit of the Owner and the State that (a) Bidder has reviewed and understands the AIS Requirement, (b) all of the iron and steel products used in the Project will be produced in the United States in a manner that

complies with the AIS Requirement, unless a waiver of the requirement is approved, and (c) Bidder will provide any further verified information, certification or assurance of compliance with the AIS Requirement, or information necessary to support a waiver of the AIS Requirement, as required in Section 00 73 76 State Revolving Fund Requirements.

C. Bidder certifies it will comply in all respects with all other bidding and Contract requirements of the State of Maine DEP CWSRF program.

SUBMITTED ON: A-9-24E3

Authorized person per Bid Form

JONATHUE S. SHOW PRESIDENT

**END OF SECTION** 

0232616.01 Issue Date: October 2022

### **SECTION 00 45 13**

### **QUALIFICATIONS STATEMENT**

The information regarding the general qualifications of the Bidder are submitted as a part of the Bid and Bidder represents its ability to meet the qualifications requirements specified in Section 01 43 05. Additional sheets may be attached and shall be properly cross referenced. Identify any information considered to be confidential.

### ARTICLE 1—GENERAL INFORMATION

1.01 Provide contact information for the Business:

Name:	JONATHAN E. Sha	tw	Phone numbe	r: 207 &	39 2552
Title:	President		Email address:	JShuw C	Shouchrei
Busines	s address of corporate office:	Sun	ie	***************************************	
Local O	ffice N/A				
Name:			Phone numbe	r:	
Title:			Email address	:	
Busines	s address of local office:				
				*	
				f	
rovide i	information on the Business's o	organizatio	onal structure:	8	
	information on the Business's of Business:		2000	poration	
Form of	f Business: ☐ Sole Proprieto	orship 🗆 Pa	artnership 🗵 Cor		nies:
Form of		orship 🗆 Pa	artnership 🗵 Cor		nies:
Form of	f Business: ☐ Sole Proprieto	orship 🗆 Pa	artnership 🗵 Cor		nies:
Form of	f Business: ☐ Sole Proprieto	orship 🗆 Pa	artnership 🗵 Cor		nies:
Form of Limit 1. 2. 3.	f Business: ☐ Sole Proprieto	orship □ Pa /enture co	artnership 図 Cor mprised of the fo	ollowing compa	nies:

QUALIFICATIONS STATEMENT

1.03	Identify all businesses that own Business in wh	ole or in part (25% or greater), or that are wholly
	or partly (25% or greater) owned by Business:	NIA

Name of business:	Affiliation:	
Address:		
Name of business:	Affiliation:	
Address:		
Name of business:	Affiliation:	
Address:	·	

1.04 Provide information regarding the Business's officers, partners, and limits of authority.

Name: JONATHAU E. Shaw	Title: President
Authorized to sign contracts: ☑Yes ☐ No	Limit of Authority: \$ No Limit
Name: Daniel H Shino	Title: TREAGUZER
Authorized to sign contracts: ☑ Yes ☐ No	Limit of Authority: \$ No Limit
Name: Tom Bread	Title: V.P
Name: Tom Bregel  Authorized to sign contracts: ☐ Yes ☐ No	Limit of Authority: \$ No Limit
Name:	Title:

### **ARTICLE 2—LICENSING**

2.01 Provide information regarding licensure for Business: N/A

Name of License:		
Licensing Agency:		
License No:	Expiration Date:	
Name of License:		
Licensing Agency:		
License No:	Expiration Date:	

### 0232616.01 Issue Date: October 2022

### **ARTICLE 3—DIVERSE BUSINESS CERTIFICATIONS**

3.01 Provide information regarding Business's Diverse Business Certification, if any. Provide evidence of current certification.

Certification	Certifying Agency	Certification Date
☐ Disadvantaged Business Enterprise		
☐ Minority Business Enterprise		
☐ Woman-Owned Business Enterprise		
☐ Small Business Enterprise		
☐ Disabled Business Enterprise		
☐ Veteran-Owned Business Enterprise		
☐ Service-Disabled Veteran-Owned Business		
☐ HUBZone Business (Historically Underutilized) Business		
☐ Other		
⊠None		

### **ARTICLE 4—SAFETY**

4.01 Provide information regarding Business's safety organization and safety performance.

Name of Business's Safety Officer:	IRVS Dx=Z						
Safety Certifications							
Certification Name	Issuing Agency	Expiration					
ni-							

4.02 Provide Worker's Compensation Insurance Experience Modification Rate (EMR), Total Recordable Frequency Rate (TRFR) for incidents, and Total Number of Recorded Manhours (MH) for the last 3 years and the EMR, TRFR, and MH history for the last 3 years of any proposed Subcontractor(s) that will provide Work valued at 10% or more of the Contract Price. Provide documentation of the EMR history for Business and Subcontractor(s).

	22			21			020	
EMR	TRFR	МН	EMR	TRFR	МН	EMR	TRFR	МН
. 43	. 78	510,148	' د د ا	.74	542,394	_ 7Z	,८8	585,0
				Siniste	Soude	Soule Filzzo	Significant Edition	Ende Edero

### ARTICLE 5—FINANCIAL

5.01 Provide information regarding the Business's financial stability. Provide the most recent audited financial statement, and if such audited financial statement is not current, also provide the most current financial statement.

Financial Institution:	GERHARE SOWING & BANK		
Business address:	CERLAND SAVINGS BANK C5 WARGINGHI WAY PEDITIANA WE SHIC	» <i>(</i>	
Date of Business's mo	ost recent financial statement:	-	☐ Attached
Date of Business's mo	ost recent audited financial statement:		☐ Attached
Financial indicators fr	om the most recent financial statement		
Contractor's Current	Ratio (Current Assets ÷ Current Liabilities)		
	rtio ((Cash and Cash Equivalents + Accoun nts) ÷ Current Liabilities)	ts Receivable +	

### ARTICLE 6—SURETY INFORMATION

6.01 Provide information regarding the surety company that will issue required bonds on behalf of the Business, including but not limited to performance and payment bonds.

Surety Name:	Westeld Injurance Co.		
Surety is a corpo	ration organized and existing under the laws of the stat	te of:	Ohio
Is surety authori	zed to provide surety bonds in the Project location?	⊠ Yes □	□ No
Federal Bonds a	"Companies Holding Certificates of Authority as Accepted as Acceptable Reinsuring Companies" published in Detailed the Bureau of the Fiscal Service, U.S. Department of the	)epartm	nent Circular 570

QUALIFICATIONS STATEMENT 00 45 13-4

Mailing Address (principal place of business):	POBOX 511 CONCORD NH	03302-0511
Physical Address (principal place of business):		
*		
Phone (main): 866 Z	43 0210 Phone (claims):	

### ARTICLE 7—INSURANCE

7.01 Provide information regarding Business's insurance company(s), including but not limited to its Commercial General Liability carrier. Provide information for each provider.

Name of insurance provider, a	nd type of policy	(CLE, auto, etc.):	
Insurance Provid		Type of Policy (Coverage	e Provided)
Acadia Insurance		GL, Auto, umbrell	a
Cross Ins Group	Trust	workers comp	
Are providers licensed or auth	orized to issue po	olicies in the Project location?	°⊠ Yes □ No
Do providers have an A.M. Bes	st Rating of A-VII	or better?	'yZ:Yes □ No
Mailing Address	250 Count	ry Rd	
(principal place of business):	Westbrook.	ME 64092	
Physical Address			
(principal place of business):			
Phone (main): 800-773-	-4300	Phone (claims):	

### ARTICLE 8—CONSTRUCTION EXPERIENCE

8.01 Provide information that will identify the overall size and capacity of the Business.

Average number of current full-time employees:	200
Estimate of revenue for the current year:	115,000,000
Estimate of revenue for the previous year:	115,000,000

QUALIFICATIONS STATEMENT

8.02 Provide information regarding the Business's previous contracting experience.

Years of experience with pr	ojects lik	e the proposed Project	: 46
As a general contractor:	46	As a joint venturer:	
Has Business, or a predece	ssor in int	erest, or an affiliate ide	entified in Paragraph 1.03:
Been disqualified as a bid  ☐ Yes ☑ No	der by an	y local, state, or federa	l agency within the last 5 years?
Been barred from contra ☐ Yes 🏿 No	cting by a	ny local, state, or feder	al agency within the last 5 years?
Been released from a bid	in the pa	st 5 years? ☐ Yes 🖾 No	)
Defaulted on a project or	failed to	complete any contract	awarded to it? ☐ Yes 🏋 No
Refused to construct or r a change order? ☐ Yes 🌣		provide materials defi	ned in the contract documents or in
Been a party to any curre	ntly pend	ing litigation or arbitra	tion? ☐ Yes ⅨNo
Provide full details in a sep	arate atta	chment if the response	e to any of these questions is Yes.

- 8.03 List all projects currently under contract in Schedule A and provide indicated information.
- 8.04 List a minimum of three and a maximum of six projects completed in the last 5 years in Schedule B and provide indicated information to demonstrate the Business's experience with projects similar in type and cost of construction.
- 8.05 In Schedule C, provide information on key individuals whom Business intends to assign to the Project. Provide resumes for those individuals included in Schedule C. Key individuals include the Project Manager, Project Superintendent, Quality Manager, and Safety Manager. Resumes may be provided for Business's key leaders as well.

### ARTICLE 9—REQUIRED ATTACHMENTS

- 9.01 Provide the following information with the Statement of Qualifications:
  - A. If Business is a Joint Venture, separate Qualifications Statements for each Joint Venturer, as required in Paragraph 1.02.
  - B. Diverse Business Certifications if required by Paragraph 3.01.
  - C. Certification of Business's safety performance if required by Paragraph 4.02.
  - D. Financial statements as required by Paragraph 5.01.
  - E. Attachments providing additional information as required by Paragraph 8.02.
  - F. Schedule A (Current Projects) as required by Paragraph 8.03.
  - G. Schedule B (Previous Experience with Similar Projects) as required by Paragraph 8.04.
  - H. Schedule C (Key Individuals) and resumes for the key individuals listed, as required by Paragraph 8.05.
  - Additional items as pertinent.

QUALIFICATIONS STATEMENT

00 45 13-6

### 0232616.01

Issue Date: October 2022

This Statement of Qualifications is offered by:

Shaw Bakerheats CONSTRUCTION INC. (typed or printed name of organization)
(typed or printed name of organization)
(individual's signature)
JERATHAN E. SHAW
TENATHAN E. Shaw (typed or printed)  President
(typed or printed)
3-9-2023
(date signed) s is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)
(individual's signature)
Rober Bally (individual's signature)  Robert Bally  (typed or printed)
(typed or printed)
Egtimentoz (typed or printed)
r giving notices:
341 Woshea RA POBOX69 GORHUM WE 04038
GORHAM WE 04038
Representative:
Resear BRUDY (typed of printed)
(typed of printed)  Estimation (typed or printed)
341 Moshez RD POBOX69 GORHAM WZ 04038
GORNAM ME 04038
207 839-2552
BBRADY & Ghawbrothezh, com

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Schedule A—Current Projects

See ATTAChed

Name of Organization						
Project Owner			Project Name			
General Description of Project	ject					
Project Cost			Date Project			
Key Project Personnel	Project Manager	Project Superintendent	tendent	Safet	Safety Manager	Quality Control Manager
Name						
Reference Contact Inform	Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)	s approval to contacting	the names indiv	viduals as a re	eference)	
	Name	Title/Position	Organization	ation	Telephone	Email
Owner		**				
Designer						
Construction Manager						
Name of Organization						
Project Owner	121		Project Name			
General Description of Project	)ject					
Project Cost			Date Project			
Key Project Personnel	Project Manager	Project Superintendent	tendent	Safet	Safety Manager	Quality Control Manager
Name						
Reference Contact Inform	Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)	s approval to contacting	the names indi	viduals as a r	eference)	
	Name	Title/Position	Organization	ation	Telephone	Email
Owner						
Designer						
Construction Manager						
				THE RESERVE TO SECOND		

Schedule A (continued)—Current Projects

Issue Date: August 2022

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Name of Organization					
Project Owner			Project Name		
General Description of Project	ject				
Project Cost			Date Project		
Key Project Personnel	Project Manager	Project Superintendent		Safety Manager	Quality Control Manager
Name					
Reference Contact Inform	ation (listing names indica	Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)	the names individuals as a	reference)	
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					
Name of Organization					
Project Owner			Project Name		
General Description of Project	ject				
Project Cost			Date Project		
Key Project Personnel	<b>Project Manager</b>	Project Superintendent		Safety Manager	Quality Control Manager
Name					
Reference Contact Inform	ation (listing names indica	Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)	the names individuals as a	reference)	
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

## BIDDER QUALIFICATIONS STATEMENT 00 45 13-9

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# Schedule A (continued)—Current Projects

Name of Organization					
Project Owner			Project Name		
General Description of Project	, t				
Project Cost			Date Project		
Key Project Personnel	Project Manager	Project Superintendent	itendent	Safety Manager	Quality Control Manager
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)	on (listing names indicates	approval to contacting	the names individuals	as a reference)	
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					
Name of Organization					
Project Owner			Project Name		
General Description of Project	t				
Project Cost			Date Project		
Key Project Personnel	Project Manager	Project Superintendent	ntendent	Safety Manager	Quality Control Manager
Name					
Reference Contact Information (listing names indicates approv	on (listing names indicates	approval to contacting	al to contacting the names individuals as a reference)	as a reference)	
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

BIDDER QUALIFICATIONS STATEMENT 00 45 13-10

0232616.01 Issue Date: August 2022 Schedule B—Previous Experience with Similar Projects

See Attweled

Name of Organization						
Project Owner			Project Name		40	
General Description of Project	oject					
Project Cost			Date Project	*		
Key Project Personnel	Project Manager	Project Superintendent	ntendent	Safet	Safety Manager	Quality Control Manager
Name						
Reference Contact Inform	Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)	es approval to contacting	the names indiv	viduals as a re	eference)	
	Name	Title/Position	Organization	ation	Telephone	Email
Owner						
Designer						
Construction Manager						
Name of Organization						
Project Owner			Project Name			
General Description of Project	roject					
Project Cost			Date Project			
Key Project Personnel	Project Manager	Project Superintendent	ntendent	Safet	Safety Manager	Quality Control Manager
Name						
Reference Contact Inforr	Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)	es approval to contacting	the names indiv	viduals as a re	eference)	
	Name	Title/Position	Organization	ation	Telephone	Email
Owner						
Designer						
Construction Manager						

0232616.01 Issue Date: August 2022

Schedule B—Previous Experience with Similar Projects (continued)

Name of Organization						
Project Owner		4	Project Name			
General Description of Project	roject					
Project Cost			Date Project			
Key Project Personnel	Project Manager	Project Superintendent	tendent	Safety	Safety Manager	Quality Control Manager
Name						
Reference Contact Inforr	Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)	s approval to contacting	the names indiv	iduals as a re	ference)	
	Name	Title/Position	Organization	ation	Telephone	Email
Owner						
Designer						
Construction Manager						
Name of Organization						
Project Owner			Project Name			
General Description of Project	roject					
Project Cost			Date Project			
Key Project Personnel	Project Manager	Project Superintendent	ntendent	Safety	Safety Manager	Quality Control Manager
Name						
Reference Contact Inforr	Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)	s approval to contacting	the names indi	viduals as a re	ference)	
	Name	Title/Position	Organization	ation	Telephone	Email
Owner						
Designer						
Construction Manager						
		The state of the s				

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# Schedule B—Previous Experience with Similar Projects (continued)

Name of Organization					
Project Owner			Project Name		
General Description of Project	ject				
Project Cost			Date Project		
Key Project Personnel	Project Manager	Project Superintendent	itendent	Safety Manager	Quality Control Manager
Name					
Reference Contact Inform	Reference Contact Information (listing names indicates approv	es approval to contacting	al to contacting the names individuals as a reference)	as a reference)	
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					
Name of Organization					
Project Owner			Project Name		
General Description of Project	ject				
Project Cost			Date Project		
Key Project Personnel	Project Manager	Project Superintendent	ntendent	Safety Manager	Quality Control Manager
Name					
Reference Contact Inform	Reference Contact Information (listing names indicates approv	es approval to contacting	al to contacting the names individuals as a reference)	as a reference)	
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

### 0232616.01

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### Schedule C-Key Individuals

Project Manager To Be Deveru	umed	
Name of individual		
Years of experience as project manager		
Years of experience with this organization		
Number of similar projects as project manager		
Number of similar projects in other positions		
Current Project Assignments		
Name of assignment	Percent of time used for	Estimated project
	this project	completion date
Reference Contact Information (listing names indicates		dividuals as a reference)
Name	Name	
Title/Position	Title/Position	
Organization	Organization	
Telephone	Telephone	
Email	Email	
Project	Project	
Candidate's role on	Candidate's role on	
project	project	
Project Superintendent To Be Devel	zumed	
Name of individual		
Years of experience as project superintendent		
Years of experience with this organization		
Number of similar projects as project superintendent		100000
Number of similar projects in other positions		Vi Vi
Current Project Assignments		
Name of assignment	Percent of time used for	Estimated project
	this project	completion date
0.5	annequal to contact named in	dividuals as a reference)
Reference Contact Information (listing names indicates		uividuais as a reference)
Name	Name Title/Position	
Title/Position	Title/Position	
Organization	Organization	
Telephone	Telephone	
Email	Email	
Project	Project Condition of the Project	
Candidate's	Candidate's	
role on project	role on project	

BIDDER QUALIFICATIONS STATEMENT 00 45 13-14 0232616.01

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Safety Manager		
Name of individual		
Years of experience as project manager		
Years of experience with this organization		
Number of similar projects as project manager		
Number of similar projects in other positions		
Current Project Assignments		
Name of assignment	Percent of time used for	Estimated project
	this project	completion date
Reference Contact Information (listing names indicates a	pproval to contact named indi	viduals as a reference)
Name	Name	
Title/Position	Title/Position	
Organization	Organization	
Telephone	Telephone	
Email	Email	
Project	Project	
Candidate's role on	Candidate's role on	
project	project	
Quality Control Manager N /14		
Name of individual		
Years of experience as project superintendent		
Years of experience with this organization		
Number of similar projects as project superintendent		
Number of similar projects in other positions		
Current Project Assignments		
Name of assignment	Percent of time used for	Estimated project
	this project	completion date
Reference Contact Information (listing names indicates a		viduals as a reference)
Name	Name	
Title/Position	Title/Position	
Organization	Organization	
Telephone	Telephone	
Email	Email	
Project	Project	
Candidate's	Candidate's	
role on project	role on project	

**END OF SECTION** 

BIDDER QUALIFICATIONS STATEMENT 00 45 13-15 0232616.01 Issue Date: October 2022

### **SECTION 00 45 19**

### NON-COLLUSION AFFIDAVIT

工,	Jouathan	Show	,	being	duly	sworn,	depose	and,
under	the penalty of perjury, say	that the following is true:						

- 1. I am the person responsible within my firm for the final decision as to the price(s) and amount of this Bid or, if not, that I have written authorization, enclosed herewith, from that person to make the statements set out below on his or her behalf and on the behalf of my firm.
- 2. The price(s) and amount of this Bid have been arrived at independently, without collusion, consultation, communication, or agreement for the purpose of restricting competition with any other contractor, competitor, Bidder, or potential Bidder.
- 3. Unless otherwise required by law, neither the price(s) nor the amount of this Bid have been disclosed to any other firm or person who is a Bidder, competitor, or potential Bidder on the Project, and will not be so disclosed either directly or indirectly prior to Bid opening.
- 4. No attempt has been made or will be made to solicit, cause, or induce any firm, partnership, corporation, or person to submit or not submit a Bid on this Project, or to submit a Bid higher than the Bid of this firm, or submit an intentionally high or noncompetitive Bid or other form of complementary Bid, or for the purpose of restricting competition.
- 5. The Bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary Bid.
- 6. My firm has not offered or entered into a subcontracting agreement regarding the purchase of materials or services from any firm or person, or offered, promised, or paid cash or anything of value to any firm or person, whether in connection with this or any other Project, in consideration for an agreement or promise by any firm or person to refrain from proposing or to submit a complementary Bid on the Project.
- 7. My firm has not accepted nor been promised any subcontract or agreement regarding the sale of materials or services to any firm or person, and has not been promised or paid cash or anything of value to any firm or person, whether in connection with this or any other project, in consideration for my firm's submitting a complementary Bid or agreeing to do so, on the Project.

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8. I have made a diligent inquiry of all members, officers, employees, and agents of my firm with responsibilities relating to the preparation, approval, or submission of my firm's Bid on the Project and have been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act, or other conduct inconsistent with any of the statements and representations made in this affidavit.

Show Brothers Construction Inc Company Name

President

**Company Position** 

Signature

Date: 3-9-2023

Attest: Kobet B.feg

Date: 3-9-2003

**END OF SECTION** 

Senago Lecinics 3 140,000,00	November 1, 2021
Jones and Beach \$ 2,400,000.00	January 2, 2022
N/A   \$ 137,910.00	June 1, 2022
N/A   \$ 1,178,351.00	June 15, 2022
S	May 15, 2022
Stantec \$ 589,278.00	7/1/2022
HNTB \$ 28,189,638.00	8/1/2022
N/A \$ 1,732,736.00	7/1/2022
Gorrill Palmer \$ 2,827,781.00	6/1/202
N/A \$ 7,559,463.00	11/1/2022
HNTB \$ 3,937,000.00	10/1/2022
\$ 979,765.00	10/1/2022
Sebago Technics   \$ 866,137.00	8/1/2022
\$ 324,000.00	11/1/2022
Woodard & Curran \$ 227,613.00	8/1/2022
Hoyle Tanner   \$ 528,100.00	10/15/2022
Gorrill Palmer \$ 962,308.00	10/1/2023
MDOT   \$ 509,173.00	10/15/2022
Woodard & Curran   \$ 247,000.00	9/15/2022
MDOT   \$ 1,160,000.00	10/15/2022
MDOT \$ 1,995,000.00	10/15/2022
City of Portland   \$ 1,455,500.00	11/15/2022
Jones & Beach \$ 2,860,000.00	8/15/2022
City of Saco \$ 185,000.00	1/25/202
CIO OL	9

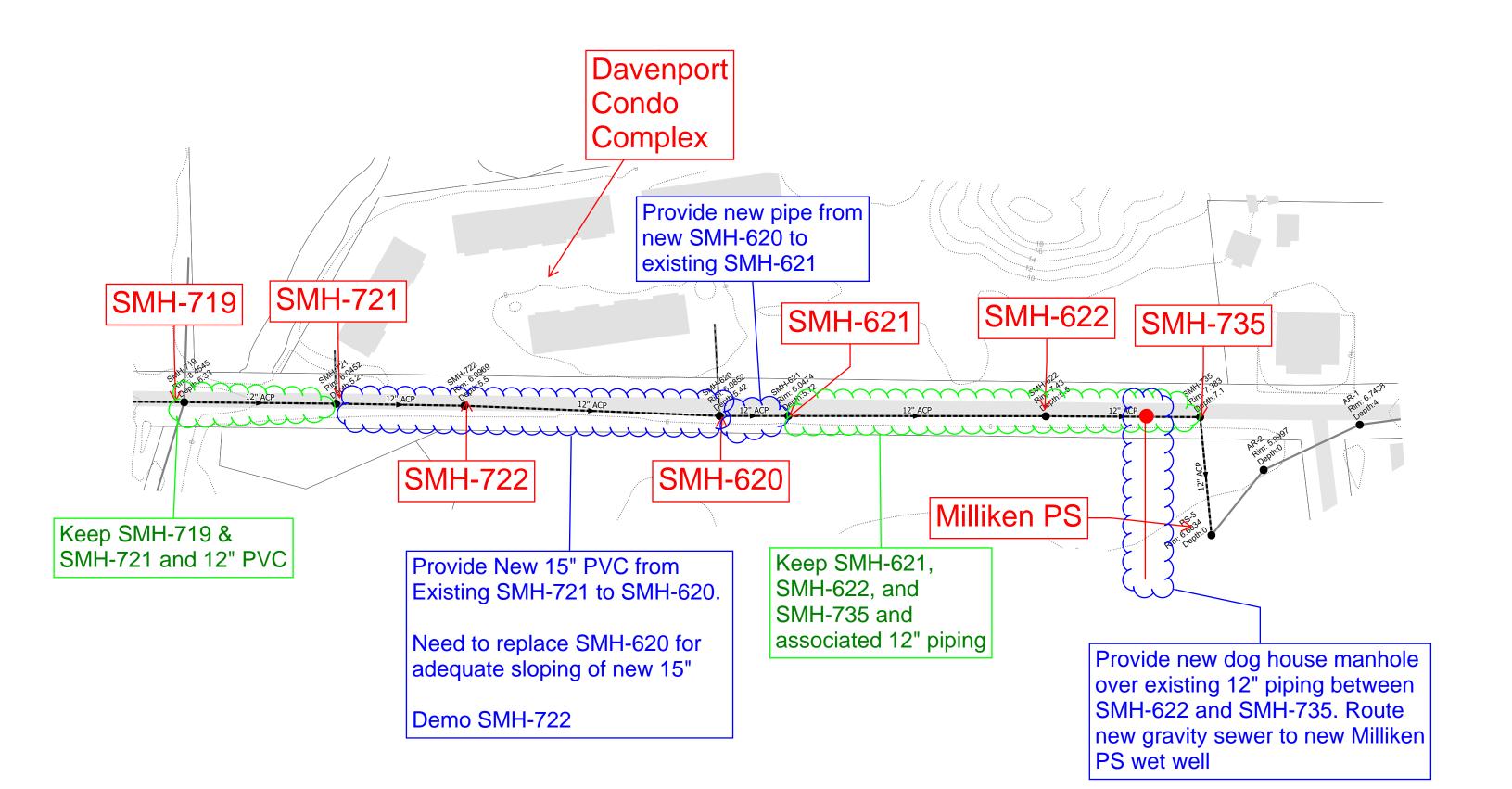
Contain Maine   Commitments   Fear: 2078/39-6239   Fear: 2078/39-6239	(ears of Service w/ Shaw Brothers 45 45 32 30 37 17 17 9 9 42 43 43	Present Commitments  Directly involved with day to day operations of all projects  Directly involved with day to day operation of pits, quarries & maintennar  Financial oversight  Project manager for various projects, Condinates master daily sched  Project manager for various projects  Manages all aspects of equipment maintenance  Oversees various projects  Onsite supervisor for various projects
Name	ears of Service w/ Shaw Brothers  45 45 45 32 30 37 17 17 42 44	Present Commitments  Directly involved with day to day operations of all projects  Directly involved with day to day operation of pits, quarries & maintennance shop Financial oversight  Project manager for various projects, Coordinates master daily schedule Project manager for various projects General manager of paving operations  Project manager for various projects  Project manager for various projects  Project manager for various projects  Manages all aspects of equipment maintenance  Oversees various projects  Onsite supervisor for various projects
Key Individuals           Key Individuals         Title         Brothers           Shaw         President         45           siegel         Vice President/CFO         32           siegel         Vice President/CFO         32           own         Project Manager         45           mes         Project Manager         37           Michel         Project Manager         4           y         Maint Manager         44           y         Maint Manager         44           y         Maint Manager         44           y         Maint Manager         43           r         Project Supervisor         43           lton         Project Supervisor         43           lton         Project Supervisor         18           weather         Project Supervisor         15           weather         Project Supervisor         17           weather         Project Supervisor         5           object Supervisor         17           object Supervisor         17           object Supervisor         18           roject Supervisor         17      Project Supervisor         5	(ears of Service w/ Shaw Brothers  45 45 45 32 30 37 17 17 42 4	Present Commitments  Directly involved with day to day operations of all projects  Directly involved with day to day operation of pits, quarries & maintennan Financial oversight  Project manager for various projects, Coordinates master daily sched Project manager for various projects, General manager of paving operal Project manager for various projects Project manager for various projects Project manager for various projects Manages all aspects of equipment maintenance Oversees various projects Onsite supervisor for various projects
Key Individuals         Title         Brothers           Shaw         Treasurer         45           Siegel         Vice President         45           siegel         Vice President/CFO         32           own         Project Manager         37           Michel         Project Manager         37           project Manager         37           project Manager         4           project Manager         44           project Manager         43           project Manager         43           project Manager         43           project Supervisor         43           project Supervisor         43           project Supervisor         15           project Supervisor         15           project Supervisor         15           project Supervisor         5           project Supervisor         15           project Supervisor         15           project Supervisor         25           project Supervisor         15	ears of Service w/ Shaw Brothers 45 45 45 32 30 37 17 17 42	Directly involved with day to day operations of all projects  Directly involved with day to day operation of pits. quarries & maintennan Financial oversight Project manager for various projects. Coordinates master daily sched Project manager for various projects. General manager of paving operated project manager for various projects Oversees various projects Oversees various projects Oversees various projects
Shaw         Title         Years of Service w/ Shaw           Shaw         President         45           swel         Treasident         45           swel         Vice President/CFO         32           wan         Project Manager         37           mes         Project Manager         4           project Supervisor         43           project Supervisor         43           project Supervisor         18           project Supervisor         15           project Supervisor         15           project Supervisor         15           project Supervisor         5           dobinson         Project Supervisor         5           project Supervisor         15           project Supervisor         15           project Supervisor         5           project Supervisor         15 <th>fears of Service w/ Shaw Brothers  45 45 45 32 30 37 17 17 44 44</th> <th>Present Commitments  Directly involved with day to day operations of all projects  Directly involved with day to day operation of pits, quarries &amp; maintennan  Financial oversight  Financial oversight  Project manager for various projects, Coordinates master daily sched  Project manager for various projects, General manager of paving operat  Project manager for various projects  Oversees various projects  Oversees various projects  Oversees various projects</th>	fears of Service w/ Shaw Brothers  45 45 45 32 30 37 17 17 44 44	Present Commitments  Directly involved with day to day operations of all projects  Directly involved with day to day operation of pits, quarries & maintennan  Financial oversight  Financial oversight  Project manager for various projects, Coordinates master daily sched  Project manager for various projects, General manager of paving operat  Project manager for various projects  Oversees various projects  Oversees various projects  Oversees various projects
Shaw         Title         Brothers           Shaw         President         45           law         Treasurer         45           siegel         Vice President/CFO         32           weather         Project Manager         37           Michel         Project Manager         4           Project Manager         4           Project Manager         4           Amant Manager         42           Amant Manager         43           Project Supervisor         43           Project Supervisor         43           Project Supervisor         15           Project Supervisor         15           Project Supervisor         15           Project Supervisor         15           Project Supervisor         5           Project Supervisor         5           Project Supervisor         5           Robinson         Project Supervisor         5           Robinson         Project Supervisor         5           Project Supervisor         5           Amt         Project Supervisor         5           Amt         Project Supervisor         5           Project Supervisor         5 </th <th>Brothers  45  45  45  32  30  37  17  44  42  43  43</th> <th>Directly involved with day to day operations of all projects  Directly involved with day to day operation of pits, quarries &amp; maintennan Financial oversight Project manager for various projects, Coordinates master daily sched Project manager for various projects, General manager of paving operat Project manager for various projects Project manager for various projects Project manager for various projects Manages all aspects of equipment maintenance Oversees various projects Oversees various projects</th>	Brothers  45  45  45  32  30  37  17  44  42  43  43	Directly involved with day to day operations of all projects  Directly involved with day to day operation of pits, quarries & maintennan Financial oversight Project manager for various projects, Coordinates master daily sched Project manager for various projects, General manager of paving operat Project manager for various projects Project manager for various projects Project manager for various projects Manages all aspects of equipment maintenance Oversees various projects Oversees various projects
Shaw         President         45           aw         Treasurer         45           Own         Project Manager         30           Nachel         Project Manager         37           Michel         Project Manager         42           Project Manager         42           Project Manager         42           Project Manager         42           Amaint Manager         42           Amaint Manager         43           Project Supervisor         43           Project Supervisor         43           Project Supervisor         43           Project Supervisor         15           Project Supervisor         15           Project Supervisor         15           Project Supervisor         15           Ausley         Project Supervisor         15           Project Supervisor         5           Ausley         Project Supervisor         5           Project Supervisor         5           Avin         Project Supervisor         5           Project Supervisor         5           Avin         Project Supervisor         5           Project Supervisor         5	45 45 32 30 30 37 17 9 4 4 42 43 43	Directly involved with day to day operations of all projects  Directly involved with day to day operation of pits, quarries & maintennan Financial oversight  Project manager for various projects, Coordinates master daily sched Project manager for various projects, General manager of paving operat Project manager for various projects Oversees various projects Oversees various projects Oversees various projects
taw         Treasurer         45           Siegel         Vice President/CFO         32           own         Project Manager         37           Michel         Project Manager         4           er         Project Manager         4           er         Project Manager         4           gr         Project Manager         4           project Manager         4         4           project Supervisor         43         4           project Supervisor         15         7           project Supervisor         5         7           project Supervisor         5         7           project Supervisor         15         7           project Supervisor         15         7           proj	45 30 30 37 17 17 4 4 42 43 43	Directly involved with day to day operation of pits, quarries & maintennan Financial oversight Project manager for various projects, Coordinates master daily schedu Project manager for various projects, General manager of paving operat Project manager for various projects Project manager for various projects Project manager for various projects Manages all aspects of equipment maintenance Oversees various projects Onsite supervisor for various projects
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ams         Project Supervisor         7           Idsen         Project Supervisor         5           Robinson         Project Supervisor Paving         7           Vin         Project Supervisor/Surveyor         25           Vant         Field Surveyor         11           rady         Chief Estimator         18           ess         Estimator         6	11	Onsite supervisor for various projects
adsen         Project Supervisor         5           Polect Supervisor         15           Voin         Project Supervisor Paving         7           vin         Field Surveyor         25           vant         Field Surveyor         11           rady         Estimator         17           iot         Estimator         6	7	Onsite supervisor for various projects
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Aobinson         Project Supervisor Paving         7           vin         Project Supervisor/Surveyor         25           yant         Field Surveyor         11           rady         Chief Estimator         18           cas         Estimator         6	15	Onsite supervisor for various projects
Project Supervisor/Surveyor 25   Field Surveyor 11   Chief Estimator 18   Estimator 6   Estimator 7   Estimator	7	Oversees and coordinates all paving projects
Field Surveyor   11	25	Onsite supervisor for various projects/Surveyor
Chief Estimator 18 Estimator 17 Estimator 6	11	Field Surveyor for projects
Estimator 17 6	18	Reviews/Estimates projects
Estimator 6	17	Takeoff/Cad/Estimating
	9	Takeoff/Cad/Estimating
		7 5 15 7 7 25 11 11 17 6

Maine Turnpike Portland Area Widening	6 miles of highway widening and installation of median barrier in Scarborough and Portland Maine including drainage, overhead signs and paving.	
	Maine Tumpike Authority - Steve Tartre (207) 482-8144	

### 2. Cost Reduction Items

- a. Revised Bid Tab
- b. Cost Reduction Figure

			1					
W BROTH	Shaw Brothers Construction, Inc.							
36	341 Mosher Road, PO Box 69							
EST. 1977	Gorham, Maine 04038							
Concrete	Phone: 207-839-2552							
OTHUU	Fax: 207-839-6239							
	CONSTRUCTION COST EST	IMATE	Revisio	on				
Project:	Walnut Street Collection System Upgrades							
	Old Orchard Beach							
Owner:	Town of Old Orchard Beach							
Date:	Monday, April 24, 2023							
<b>Subst Compl:</b>	60 CD							
Final Compl:	75 CD							
Liq Dam:	\$1,000/CD Int & Final							
Incentive:	N/A							
Notes:								
	Bid Items							
Bid Item No.	Description	Quant	Unit		Price		Total	
1	Administration (Mobilization/Demobilization)	1	ls	\$	395,472.00	\$	395,472.00	
2	Excavation of Unsuitable Materials	425	cy	\$	15.00	\$	6,375.00	
3	Select Backfill	425	су	\$	15.00	\$	6,375.00	
4	Rock Excavation	50	cy	\$	0.01	\$	0.50	
5	Demolishing Existing Manholes	2	ea	\$	1,000.00	\$	2,000.00	
6	Demolishing Existing Sewer Pipe	350	1f	\$	10.00	\$	3,500.00	
7	Pavement Repair - Town Roads & Driveways	450	sy	\$	75.00	\$	33,750.00	
8	4" Lateral Repair (max 5' per lateral)	10	lf	\$	40.00	\$	400.00	
9	12" Sanitary Sewer Pipe	10	lf	\$	395.00	\$	-	
10	15" Sanitary Sewer Pipe	540	lf	\$	1,050.00	\$	567,000.00	
11	6" Sanitary Sewer Force Main	85	lf	\$	395.00	\$	33,575.00	
12	2" Rigid Insulation (4" sand above and below included	415	lf	\$	14.00	\$	5,810.00	
13	4' Sewer Manhole	1	ea	\$	6,800.00	\$	6,800.00	
		1	1	\$	15,000.00	\$	15,000.00	
		1				. n	1.3.000.00	
13a	4' Doghouse Sewer Manhole	1	ea 1c					
13a 14	4' Doghouse Sewer Manhole Traffic Control	1	ls	\$	43,635.00	\$	43,635.00	
13a 14 15	4' Doghouse Sewer Manhole Traffic Control Test Pits	1 8	ls ea	\$ \$	43,635.00 1,200.00	\$	43,635.00 9,600.00	
13a 14	4' Doghouse Sewer Manhole Traffic Control	1	ls	\$	43,635.00	\$	43,635.00	
13a 14 15	4' Doghouse Sewer Manhole Traffic Control Test Pits	1 8	ls ea	\$ \$ \$	43,635.00 1,200.00 10,000.00	\$ \$	43,635.00 9,600.00 10,000.00	
13a 14 15	4' Doghouse Sewer Manhole Traffic Control Test Pits	1 8	ls ea	\$ \$ \$	43,635.00 1,200.00 10,000.00	\$ \$ \$	43,635.00 9,600.00 10,000.00 1,139,292.50	
13a 14 15	4' Doghouse Sewer Manhole Traffic Control Test Pits	1 8	ls ea	\$ \$ \$	43,635.00 1,200.00 10,000.00	\$ \$	43,635.00 9,600.00 10,000.00	



# 3. Walnut Street Collection System Upgrades Bid Tabulation (3/22/2023)



# TOWN OF OLD ORCHARD BEACH, ME WALNUT STREET COLLECTION SYSTEM UPGRADES PROJECT NO. 0232616.01

DATE: MARCH 22, 2023 @ 2:00PM

					Shaw Brothers Construction			Gorham Sand & Gravel			
Item No.	Description	Unit	Estimated Quantity	Bi	d Unit Price		Bid Price	Bi	id Unit Price		Bid Price
1	Administration (Mobilization/Demobilization)	LS	1	\$	433,750.00	\$	433,750.00	\$	85,000.00	\$	85,000.00
2	Excavation of Unsuitable Materials	CY	425	\$	15.00	\$	6,375.00	\$	48.00	\$	20,400.00
3	Select Backfill	CY	425	\$	15.00	\$	6,375.00	\$	71.00	\$	30,175.00
4	Rock Excavation	CY	50	\$	0.01	\$	0.50	\$	0.01	\$	0.50
5	Demolishing Existing Manholes	EA	5	\$	1,000.00	\$	5,000.00	\$	8,650.00	\$	43,250.00
6	Demolishing Existing Sewer Pipe	LF	925	\$	10.00	\$	9,250.00	\$	83.00	\$	76,775.00
7	Pavement Repair – Town Roads & Driveways	SY	900	\$	75.00	\$	67,500.00	\$	170.00	\$	153,000.00
8	4" Lateral Repair	LF	10	\$	40.00	\$	400.00	\$	126.00	\$	1,260.00
9	12" Sanitary Sewer Pipe	LF	20	\$	395.00	\$	7,900.00	\$	137.00	\$	2,740.00
10	15" Sanitary Sewer Pipe	LF	1,050	\$	1,050.00	\$	1,102,500.00	\$	1,902.00	\$	1,997,100.00
11	6" Sanitary Sewer Force Main	LF	85	\$	395.00	\$	33,575.00	\$	110.00	\$	9,350.00
12	Two Inch Rigid Insulation	LF	650	\$	14.00	\$	9,100.00	\$	21.00	\$	13,650.00
13	4' Diameter Gravity Sewer Manholes	EA	4	\$	6,800.00	\$	27,200.00	\$	26,145.00	\$	104,580.00
14	Traffic Control	LS	1	\$	66,475.00	\$	66,475.00	\$	83,000.00	\$	83,000.00
15	Test Pits	EA	8	\$	1,200.00	\$	9,600.00	\$	2,250.00	\$	18,000.00
16	Testing Allowance	ALLOW	1	\$	10,000.00	\$	10,000.00	\$	10,000.00	\$	10,000.00
BASE BID	SUBTOTAL					\$	1,795,000.50			\$	2,648,280.50

4. Shaw	Brothers C	onstructio	n Bid Doc	uments

Issue Date: October 2022 November 16, 2022

### **SECTION 00 41 01**

### BID FORM FOR CONSTRUCTION CONTRACT

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

### ARTICLE 1—OWNER AND BIDDER

1.01 This Bid is submitted to:

Town of Old Orchard Beach 1 Portland Avenue Old Orchard Beach, Maine 04064 Attn: Diana Asanza, Town Manager

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

### ARTICLE 2—ATTACHMENTS TO THIS BID

- 2.01 The following documents are submitted with and made a condition of this Bid:
  - A. DEP Form 6100-4 DBE Subcontractor Utilization Form (00 22 13);
  - B. DEP Form 6100-3 DBE Subcontractor Performance Form (00 22 13);
  - C. Required Bid security in the form of Bid Bond (00 43 13) OR
  - D. Information, Schedules and Data (00 43 40);
  - Evidence of authority to do business in the state of the Project; or a written covenant to obtain such authority within the time for acceptance of Bids;
  - Contractor's license number as evidence of Bidder's State Contractor's License or a covenant by Bidder to obtain said license within the time for acceptance of Bids;
  - G. Bidder's Representation and Certifications (00 45 05);
  - H. Required Bidder Qualification Statement (00 45 13) with supporting data; and
  - I. Non-Collusion Affidavit (00 45 19).

Issue Date: October 2022 November 16, 2022

### ARTICLE 3—BASIS OF BID—LUMP SUM BID AND UNIT PRICES

### 3.01 Unit Price Bids

A. Bidder will perform the following Work at the indicated unit prices [EXCLUDING SALES AND USE TAX]:

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Item Bid Amount
140.	Description	Oilit	- Laurency		20
1	Administration (Mobilization/Demobilization)	LS	1	433,750.00	\$ 433,750.00
2	Excavation of Unsuitable Materials	СУ	425	15.00	\$ 6,375.00
3	Select Backfill	CY	425	15.00	\$ 6,375.06
4	Rock Excavation	CY	50	0.01	\$ 0.50
5	Demolishing Existing Manholes	EA	5	1,000 .00	\$ 5,000.00
6	Demolishing Existing Sewer Pipe	LF	925	10.00	\$ 9,250.00
7	Pavement Repair – Town Roads & Driveways	SY	900	75.00	\$ 67,500.00
8	4" Lateral Repair	LF	10	40.00	\$ 400.00
9	12" Sanitary Sewer Pipe	LF	20	395.00	\$ 7,900.00
10	15" Sanitary Sewer Pipe	LF	1050	1,050.00	\$ 1,102,500.00
11	6" Sanitary Sewer Force Main	LF	85	395.00	\$ 33,575.00
12	Two Inch Rigid Insulation	LF	650	14.00	\$ 9,100.00
13	4' Diameter Gravity Sewer Manholes	EA	4	6,800.00	\$ 27,200.00
14	Traffic Control	LS	1	66,475.00	\$ 66,475.00
15	Test Pits	EA	8	1,200.00	\$ 9,600.00
16	Testing Allowance	ALLOW	1	\$10,000	\$10,000
17	Temporary Support of CMP Utility Poles	ALLOW	4	\$25,000	\$ <del>25,000</del>
	TOTAL	OF ALL UN	IIT PRICE BI	D ITEMS ABOVE	\$ 1,795,000.50

### B. Foundation Support Option

1. Bid is based on the following Foundation Support Option as outlined in the Contract Drawings (Circle Selected Option): HELICAL PILE OPTION OR FLOWABLE FILL OPTION

Issue Date: October 2022

- C. Bidder acknowledges that:
  - each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and
  - estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Work will be based on actual quantities, determined as provided in the Contract Documents.

### ARTICLE 4—TIME OF COMPLETION

- 4.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 4.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

## ARTICLE 5—BIDDER'S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

- 5.01 Bid Acceptance Period
  - A. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.
- 5.02 Instructions to Bidders
  - A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.
- 5.03 Receipt of Addenda
  - A. Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Addendum Date
	11-16-22
2	11-29-22
3	2-16-23
A	3-8-23
5	3-16-23

### ARTICLE 6—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS

- 6.01 Bidder's Representations
  - A. In submitting this Bid, Bidder represents the following:
    - 1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
    - Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

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- 3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
- 4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
- Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
- 6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.
- 7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
- 8. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- 10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- 11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

### 6.02 Bidder's Certifications

- A. The Bidder certifies the following:
  - This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
  - Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.

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Issue Date: October 2022

- 3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
- 4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:
  - a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
  - b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.
  - c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.
  - d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.
- 5. Bidder acknowledges the representations and certifications included in Section 00 45 05 are made a condition of the Bid.

0232616.01

Issue Date: October 2022

### ARTICLE 7—COMMUNICATIONS

.01 Comr	munications concerning this Bid shall be addressed to the Bidder's representative as follows:
Name	JONATHAN E. ShAW
Title:	President
Business Ac	ddress: 341 Mosher Ra P.O. Box 69

Telephone Number: 209 839-2552 E-mail address: JShAWEShAWbroTheas, com

Gorham ME 04038

Issue Date: October 2022

BIDDER hereby submits this Bid as set forth above as of(date):
Bidder:
Shaw Brothers Construction Inc.  [typedfor/printed name of organization]
11 01/- 6 1/
By: (individual's signature)
Name: JONATHAN E. Shaw
(typed or printed)
Title: President (typed or printed)
Date: 3 - 9 - 2023
(typed or printed)
If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.
Attest: Role Busy (individual's signature)
(individual's signature)
Name: Resear Bakay (typed or printed)
Title: Estimater
(typed or printed)
Date: 3-9-2023
(typed or printed)
Address for giving notices:  241 Wester Ro Po Box 69
GORHAU ME 04038
Bidder's Contact:
Name: Renex. Bandy (typed or printed)
(typed or printed)
Title: E stimptes (typed or printed)
Phone: 267 839-2552
Email: BBRADY & Show brothers, coul
Address:
341 Moshez Rous POBOX 69
GORMAN WE 04038
Bidder's Contractor License No.: (if applicable)

### **END OF SECTION**

### SHAW BROTHERS CONSTRUCTION, INC.

I, Peter S. Plumb, Clerk of SHAW BROTHERS CONSTRUCTION, INC. certify that the following named individuals hold the offices set forth opposite their respective names as of the date below:

President:

Jonathan E. Shaw

Treasurer:

Daniel H. Shaw

Vice-President:

Thomas B. Biegel

Clerk:

Peter S. Plumb

I further certify that the following are true and exact copies of resolutions of the Corporation's Board of Directors and that said resolutions have not been altered or amended to the date of this certificate:

VOTED:

To authorize the President, Vice-President and Treasurer of SHAW BROTHERS CONSTRUCTION, INC., or any one of them, to make verbal and written bids on behalf of the Corporation for construction work of any type and nature, including but not limited to earth work, road work, sidewalk work, foundation work and all other manner of work which can be reasonably described as construction work to any organization, whether public or private, anywhere within the State of Maine, at any time, and to fill out, execute and sign on behalf of the Corporation any and all documents which may be required from time to time by the person or organization or governmental entity seeking the bid.

Dated: May 6, 2022

Peter S Plumb Clerk

State of Maine Cumberland, ss.

May 6, 2022

Personally appeared before me the above-named Peter S. Plumb in his capacity as Clerk and made oath that the foregoing statements are made on personal knowledge and are true.

Notary Public

SHARON C. GIGGEY NOTARY PUBLIC STATE OF MAINE

MY COMMISSION EXPIRES JULY 24, 2025



# Disadvantaged Business Enterprise Program (DBE) Subcontractor Utilization Form

This form is intended to capture the prime contractor's actual and/or anticipated use of identified certified DBE<sup>1</sup> subcontractors<sup>2</sup> and the estimated dollar amount of each subcontract. An EPA Financial Assistance Agreement Recipient must require its prime contractors to complete this form and include it in the bid or proposal package. Prime contractors should also maintain a copy of this form on file.

Prime Contractor Name	10.000	Project Name	ear son S	. /	13	
Show Brothers	CENSTRUCTION	WALNOTSTO	Collecti	on sypte	era Upgizu	
Bid /Proposal No.	Assistance Agreement	ID No. (if known)	Point of C	ontact		
0232616.01			Rade	ontact EDT BD	lay	
Address					æ	
Address  341 Wegher  Telephone No.  207 839-2	HOND GOI	zhan WE	040	38		
Telephone No.		Email Address	/	, ,		
207 839-2	-552	BBZUDGE	Shale.	brotheze	, com	
Issuing/Funding Entity:		•				
I have identified potential DBE				V		
certified subcontractors		YES		_X_NO		
If yes, please complete the table b	elow. If no, please explain	n:				
Subcontractor Name/	Company Add	ress/Phone/Email		Est. Dollar	Currently	
Company Name				Amt.	DBE	
					Certified?	
1						
3						

Continue on back if needed

<sup>&</sup>lt;sup>1</sup>A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

<sup>&</sup>lt;sup>2</sup>Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award or financial assistance.



# Disadvantaged Business Enterprise Program (DBE) Subcontractor Utilization Form

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Section 33.202 (c).

Print Name
Rosezi Bzuny
Date
3-9-2023



Subcontractor Name

# Disadvantaged Business Enterprise Program (DBE) Subcontractor Performance Form

Project Name

### N/A

This form is intended to capture the DBE<sup>1</sup> subcontractor's<sup>2</sup> description of work to be performed and the price of the work submitted to the prime contractor. An EPA Financial Assistance Agreement Recipient must require its prime contractor to have its DBE subcontractors complete this form and include all completed forms in the prime contractors bid or proposal package.

Bid /Proposal No. Assistance		Assistance Agreen	nent ID No. (if known)	Point of C	int of Contact		
Address				1			
Telephone No.			Email Address				
Prime Contrac	tor Name		Issuing/Funding Enti	ity:			
Contract Item Number		Vork Submitted to the cuction, Services, Equ	e Prime Contractor Inv uipment or Supplies	olving	Price of Work Submitted to the Prime Contractor		
DBE Certified E		SBA	Meets/exceeds EPA ce		ndards? nknown		

<sup>&</sup>lt;sup>1</sup>A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

<sup>&</sup>lt;sup>2</sup>Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.



# Disadvantaged Business Enterprise Program (DBE) Subcontractor Performance Form

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware of that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.202 (c).

<b>Prime Contractor Signature</b>	Print Name
Rober Bail	Robert Brudy
Title	Date
ESTIMATOZ	3-9-2025

NIA

Subcontractor Signature	Print Name
Title	Date

### **BID BOND (PENAL SUM FORM)**

Bidder	Surety
Name: SHAW BROTHERS CONSTRUCTION, INC.	Name: WESTFIELD INSURANCE COMPANY
Address (principal place of business):	Address (principal place of business):
P.O. Box 69, 341 Mosher Road	Agency: P.O. Box 511
Gorham, ME 04038	Concord, NH 03302-0511
Owner	Bid
Name: TOWN OF OLD ORCHARD BEACH	Project (name and location):
Address (principal place of business):	Walnut Street Collection System Upgrades, Old
1 Portland Avenue	Orchard Beach ME
Old Orchard Beach, ME 04064	
	Bid Due Date: March 9th, 2023
Bond	
Penal Sum: FIVE PERCENT OF AMOUNT BID	
Date of Bond: March 9th, 2023	-
	ereby, subject to the terms set forth in this Bid Bond,
do each cause this Bid Bond to be duly executed by	100
Bidder	Surety
SHAW BROTHERS CONSTRUCTION, INC.	WESTFIELD INSURANCE COMPANY
By: (Signature)	By: (Signature) (Attach Power of Attorney)
Name: JONATHAN E. Shaw	Name: Mark J. Stevens
(Printed or typed)	(Printed or typed)
Title: Resident	Title: Attorney-In-Fact
Attest: Koleo Beady	Attest: Harl allott
(Signature)	(Signature)
Name: Robert Brang (Printed or typed)	Name: Hannah Abbott (Printed or typed)
Title: Estructoz	Title: Account Manager
	THIC

- Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.
- Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
- 3. This obligation will be null and void if:
  - 3.1.Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
  - 3.2. All Bids are rejected by Owner, or
  - 3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
- 4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
- 5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions does not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
- No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.
- 7. Any suit or action under this Bond will be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
- 8. Notices required hereunder must be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.
- Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
- 10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.
- 11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

THIS POWER OF ATTORNEY SUPERCEDES ANY PREVIOUS POWER BEARING THIS SAME POWER # AND ISSUED PRIOR TO 04/27/20, FOR ANY PERSON OR PERSONS NAMED BELOW.

General Power of Attorney

CERTIFIED COPY

POWER NO. 2835562 06

### Westfield Insurance Co. Westfield National Insurance Co. Ohio Farmers Insurance Co.

Westfield Center, Ohio

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint

DANIEL E. CHURCH, MICHAEL P. O'BRIEN, MATTHEW R. BLAISDELL, RYAN M. STEVENS, PAULA J. CANTARA, CHRISTINE M. HOSMER, GARY P. LAPIERRE, MARK J. STEVENS, JOINTLY OR SEVERALLY

and State of NH its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, of CONCORD place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship- - - - - - - - - -

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executiveshall 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:

The Attorney-in-Fact. may be given full power and authority and other conditional or obligatory undertakings and any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all

The Attorney-in-Fact. may be given full power and authority for and in the name of and on benair of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings 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 as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be it Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorneyor certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting

held on February 8, 2000)

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 27th day of APRIL A.D., 2020.

Seals Affixed

State of Ohio County of Medina SS.:

minimum, ATIONAL I Same \*

WESTFIELD INSURANCE COMPANY WESTFIELD NATIONAL INSURANCE COMPANY OHIO FARMERS INSURANCE COMPANY

Gary W. Stumper, National Surety Leader and Senior Executive

On this 27th day of APRIL A.D., 2020, before me personally came Gary W. Stumper to me known, who, being by me duly sworn, did depose and say, that he resides in Hartford, CT; that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the sealsaffixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial Seal Affixed

State of Ohio County of Medina

SS.:

David A. Kotnik, Attorney at Law, Notary Public My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

I, Frank A. Carrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS 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; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

Witness Whereof, 1 h have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 9th day of



water the ATIONAL N'S The the the tenth of the tenth



Frank A. Carrino, Secretary

### **SECTION 00 43 40**

### INFORMATION, SCHEDULES AND DATA

### **SCHEDULE**

Provide a proposed Project Schedule based on a Notice to Proceed approximately 14 days after bid opening, and a Substantial Completion and final completion as indicated in the Invitation to Bid. The schedule shall be presented in sufficient detail for the Owner to evaluate the Bidder's ability to perform the Work within the Contract Times and shall include:

- milestones related to submittal schedules, procurement, construction, and checkout & functional testing; and
- sequencing to limit impacts from construction.

### **WORK PLAN**

Submit a narrative work plan describing the Bidder's approach to the successful execution of the Work to accommodate the proposed Project Schedule and provide for special requirements. Allow for review of submittals, coordination, and development of detailed construction sequencing and coordination; and compliance with special requirements.

### Describe:

- how schedule progress will be measured and tracked;
- how the Schedule of Values and cash flow will be determined and how progress for payment will be determined; and
- how documents will be controlled to assure that the appropriate revision is used in design, procurement, and construction/installation.

### **END OF SECTION**

Walnut Street Collection System Upgrades

										ľ
Activity Description	Week 1	Week 2	Week 3	Week 4	Week 5	Week 6	Week 7	Week 8	Week 9	Week 10
						362				
Mobilize										
Erosion Control										
12" Pipe										
15" Pipe										
6" Force Main										
Cleanup/Demob										The same of the sa

### **Bid Estimate Worksheet**

0.802	<b>Shaw Brothers Construction, Inc.</b>		
	341 Mosher Road, PO Box 69		
	Gorham, Maine 04038		
	Phone: 207-839-2552		
STRUC	Fax: 207-839-6239		
Work Plan			
Project:	Walnut Street Collection System Upgrades		
	Old Orchard Beach		
Owner:	Town of Old Orchard Beach		
Bid Date:	Thursday, March 9, 2023		
Subst Compl:	60 CD		2.
Final Compl:			

Schedule progress will be measured by the actual quantities of work installed versus the proposed schedule.

The schedule of values will be the bid schedule of items with the bid unit pricing. Progress for payment will be determined by the actual quantity of work installed in a given month.

Document control will be coordinated by the assigned Shaw Brothers project manager. All documents will go through the project manager prior to distribution in the field. Voided documents will be collected and replacement documents will be issued.

### **SECTION 00 45 05**

### **BIDDER'S REPRESENTATIONS AND CERTIFICATIONS**

The undersigned, under the penalties of perjury, represents and certifies the following which is made a condition of the Bid.

### 1.01 BIDDER'S CERTIFICATIONS

- A. Bidder will comply with the requirements of the Safety and Health provisions in the Contract Documents, and if Bidder is awarded a Contract, it shall incorporate these provisions into all subcontracts and Purchase Orders so that such provisions will be binding upon each Subcontractor or Supplier.
- B. Bidder will comply with the requirements of the Equal Employment Opportunity, Antidiscrimination, and Affirmative Action Program provisions in the Contract Documents, and if Bidder is awarded a Contract, it shall incorporate these provisions into all subcontracts and Purchase Orders so that such provisions will be binding upon each Subcontractor or Supplier.
- C. Bidder shall provide evidence of authority to do business in the state of the Project or a written covenant to obtain such license within the time for acceptance of Bids.
- D. Bidder certifies it will comply with applicable funding agency requirements and Federal requirements (if any) including those as set forth in the Bidding Documents.
- E. If Bidder is awarded a Contract, it certifies it shall incorporate the applicable provisions of this section into all subcontracts and Purchase Orders so that such provisions will be binding upon each Subcontractor or Supplier.

### 1.02 FUNDING CERTIFICATIONS – CWSRF PROGRAM REQUIREMENTS

- A. Bidder certifies it will comply in all respects with the Contract provisions regarding nondiscrimination as set forth in Section 00 73 37 Equal Employment Opportunity/Affirmative Action Requirements and the Disadvantaged Business Enterprise provisions in Section 00 73 38. Bidder certifies that during the bidding period, it has made the good faith efforts set forth in Section 00 22 13 Instructions to Bidder. Bidder certifies that it has submitted forms required by and in accordance with 00 22 13 with its Bid.
- B. Bidder acknowledges to and for the benefit of the Owner and the State of Maine that it understands the material and equipment, and services under any resulting Agreement are being funded with monies made available by the Drinking Water State Revolving Fund that have statutory requirements commonly known as "American Iron and Steel (AIS) Requirement" that requires all of the iron and steel products used in the Project to be produced in the United States including iron and steel products provided for the Project. Bidder hereby represents and warrants to and for the benefit of the Owner and the State that (a) Bidder has reviewed and understands the AIS Requirement, (b) all of the iron and steel products used in the Project will be produced in the United States in a manner that

00 45 05-1

complies with the AIS Requirement, unless a waiver of the requirement is approved, and (c) Bidder will provide any further verified information, certification or assurance of compliance with the AIS Requirement, or information necessary to support a waiver of the AIS Requirement, as required in Section 00 73 76 State Revolving Fund Requirements.

C. Bidder certifies it will comply in all respects with all other bidding and Contract requirements of the State of Maine DEP CWSRF program.

SUBMITTED ON: A-9-24E3

Authorized person per Bid Form

JONATHINE, SHOW PRESIDENT

**END OF SECTION** 

0232616.01 Issue Date: October 2022

### **SECTION 00 45 13**

### **QUALIFICATIONS STATEMENT**

The information regarding the general qualifications of the Bidder are submitted as a part of the Bid and Bidder represents its ability to meet the qualifications requirements specified in Section 01 43 05. Additional sheets may be attached and shall be properly cross referenced. Identify any information considered to be confidential.

### ARTICLE 1—GENERAL INFORMATION

1.01 Provide contact information for the Business:

Corporate Office 341 Maghez Rada Gazhan We affective Topathan E. Shaw Phone number: 209 239 2552  Title: President Email address: Ishnoc Shawbrs is  Business address of corporate office: Same  Local Office N/A  Name: Phone number:	Legal N	ame of Business:	Shaw	BROTH	heas Co	NOTRUCT	· ion	Inc.
Fitle: Paesideur Email address: Thuce Inductors and address address of corporate office:    Description   Phone number:	Corpora	ate Office 341	72					
Email address: Thuw & Show & Show & Sauch & Sa	Name:	Jonathan	1 E. Sh.	tw	Phone numb	er: 207	239	2552
Phone number:  Fitle:  Business address of local office:  Form of Business:  Sole Proprietorship Partnership Corporation  Limited Liability Company Joint Venture comprised of the following companies:  1.  2.  3.  Provide a separate Qualification Statement for each Joint Venturer.  Date Business was formed:  1 4 7 7  State in which Business was formed:	Title:				Email addres			
Phone number:  Email address:  Business address of local office:  Form of Business:  Sole Proprietorship □ Partnership ☒ Corporation □ Limited Liability Company □ Joint Venture comprised of the following companies:  1.  2.  3.  Provide a separate Qualification Statement for each Joint Venturer.  Date Business was formed:   1 € 7 7   State in which Business was formed:   1 € € € € € € € € € € € € € € € € € €	Busines	s address of corpo	rate office:	Sum	le	3		
Phone number:  Email address:  Business address of local office:  Form of Business:  Sole Proprietorship □ Partnership ☒ Corporation □ Limited Liability Company □ Joint Venture comprised of the following companies:  1.  2.  3.  Provide a separate Qualification Statement for each Joint Venturer.  Date Business was formed:   1 € 7 7   State in which Business was formed:   1 € € € € € € € € € € € € € € € € € €								
Phone number:  Email address:  Business address of local office:  Form of Business:  Sole Proprietorship □ Partnership ☒ Corporation □ Limited Liability Company □ Joint Venture comprised of the following companies:  1.  2.  3.  Provide a separate Qualification Statement for each Joint Venturer.  Date Business was formed:   1 € 7 7   State in which Business was formed:   1 € € € € € € € € € € € € € € € € € €								
Form of Business:  Sole Proprietorship Partnership Corporation  Limited Liability Company Joint Venture comprised of the following companies:  1. 2. 3. Provide a separate Qualification Statement for each Joint Venturer.  Date Business was formed: 1977 State in which Business was formed:	Local O	ffice N/A						
Business address of local office:  Form of Business: Sole Proprietorship Partnership Corporation Limited Liability Company Joint Venture comprised of the following companies:  1. 2. 3. Provide a separate Qualification Statement for each Joint Venturer. Date Business was formed: 1977 State in which Business was formed: ME	Name:				Phone numb	er:		
rovide information on the Business's organizational structure:  Form of Business: Sole Proprietorship Partnership Corporation Limited Liability Company Joint Venture comprised of the following companies:  1. 2. 3. Provide a separate Qualification Statement for each Joint Venturer. Date Business was formed: 1977 State in which Business was formed: WE	Title:				Email addres	ss:		
Form of Business: Sole Proprietorship Partnership Corporation  Limited Liability Company Joint Venture comprised of the following companies:  1. 2. 3.  Provide a separate Qualification Statement for each Joint Venturer.  Date Business was formed: 1977 State in which Business was formed: ME	Busines	s address of local	office:					
Form of Business: Sole Proprietorship Partnership Corporation  Limited Liability Company Joint Venture comprised of the following companies:  1. 2. 3.  Provide a separate Qualification Statement for each Joint Venturer.  Date Business was formed: 1977 State in which Business was formed: ME								
Form of Business: Sole Proprietorship Partnership Corporation  Limited Liability Company Joint Venture comprised of the following companies:  1. 2. 3.  Provide a separate Qualification Statement for each Joint Venturer.  Date Business was formed: 1977 State in which Business was formed: ME								
Form of Business: Sole Proprietorship Partnership Corporation  Limited Liability Company Joint Venture comprised of the following companies:  1. 2. 3.  Provide a separate Qualification Statement for each Joint Venturer.  Date Business was formed: 1977 State in which Business was formed: ME								
Limited Liability Company ☐ Joint Venture comprised of the following companies:  1.  2.  3.  Provide a separate Qualification Statement for each Joint Venturer.  Date Business was formed: 1977 State in which Business was formed: ₩€	Provide i	nformation on the	Business's c	organizatio	nal structure:			
Limited Liability Company ☐ Joint Venture comprised of the following companies:  1.  2.  3.  Provide a separate Qualification Statement for each Joint Venturer.  Date Business was formed: 1977 State in which Business was formed: ₩€	Form o	f Business:	ole Proprieto	rship 🗆 Pa	rtnership 🗵 Co	orporation		
1. 2. 3. Provide a separate Qualification Statement for each Joint Venturer. Date Business was formed: 1977 State in which Business was formed: WE	☐ Limit						panies	:
3.  Provide a separate Qualification Statement for each Joint Venturer.  Date Business was formed: 1977 State in which Business was formed: WE	1.							
Provide a separate Qualification Statement for each Joint Venturer.  Date Business was formed: $1977$ State in which Business was formed: $482$	2.							
Date Business was formed: 1977 State in which Business was formed: WE	3.							
1111	Provide	a separate Qualif	ication State	ment for e	ach Joint Ventu	ırer.		
	Date Bu	usiness was formed	d: 197	7 Sta	te in which Bus	siness was for	med:	ME
	Is this B	usiness authorized			ect location?	⊠ Yes □ No	☐ Pend	ding

QUALIFICATIONS STATEMENT

Issue Date: October 2022

Name of business:	Affiliation:
Address:	
Name of business:	Affiliation:
Address:	
Name of business:	Affiliation:
Address:	
	officers partners and limits of authority
rovide information regarding the Business's	Title: Passident
Provide information regarding the Business's  Name: Janhau こ られる  Authorized to sign contracts: 図Yes □ No	Title: Passident
Provide information regarding the Business's Name: Jonathan さ. Shaw	Title: Passdent Limit of Authority: \$ No Limit Title: Taenfozer
rovide information regarding the Business's Name: Janahau さ、らいない Authorized to sign contracts: 図Yes □ No	Title: Passdent Limit of Authority: \$ No Limit Title: Taenfozer
rovide information regarding the Business's  Name: Janthan さ、 られる  Authorized to sign contracts: 図Yes□No  Name: Daniel H らいぬい	Title: Passident Limit of Authority: \$ No Limit

### **ARTICLE 2—LICENSING**

Name:

2.01 Provide information regarding licensure for Business: N/A

Name of License:		
Licensing Agency:		
License No:	Expiration Date:	
Name of License:		
Licensing Agency:		
License No:	Expiration Date:	

Title:

### 0232616.01 Issue Date: October 2022

### **ARTICLE 3—DIVERSE BUSINESS CERTIFICATIONS**

3.01 Provide information regarding Business's Diverse Business Certification, if any. Provide evidence of current certification.

Certification	Certifying Agency	Certification Date
☐ Disadvantaged Business Enterprise		
☐ Minority Business Enterprise		
☐ Woman-Owned Business Enterprise		
☐ Small Business Enterprise		
☐ Disabled Business Enterprise		
☐ Veteran-Owned Business Enterprise		
☐ Service-Disabled Veteran-Owned Business		
☐ HUBZone Business (Historically Underutilized) Business		
☐ Other		
None		

### **ARTICLE 4—SAFETY**

4.01 Provide information regarding Business's safety organization and safety performance.

Name of Business's Safety Officer:	IRVS Dx=Z	
Safety Certifications	V	
Certification Name	Issuing Agency	Expiration
ni-		

4.02 Provide Worker's Compensation Insurance Experience Modification Rate (EMR), Total Recordable Frequency Rate (TRFR) for incidents, and Total Number of Recorded Manhours (MH) for the last 3 years and the EMR, TRFR, and MH history for the last 3 years of any proposed Subcontractor(s) that will provide Work valued at 10% or more of the Contract Price. Provide documentation of the EMR history for Business and Subcontractor(s).

	22			21			020	,
EMR	TRFR	МН	EMR	TRFR	МН	EMR	TRFR	МН
. 43	. 78	510,148	ا ا ا	.74	542,399	_ 7Z	,८8	585,
	-		ALLOW SHOW SHOWS	South	Kloude	510140 5427C	510140 54770-	610144 54770-

### ARTICLE 5—FINANCIAL

5.01 Provide information regarding the Business's financial stability. Provide the most recent audited financial statement, and if such audited financial statement is not current, also provide the most current financial statement.

Financial Institution:	GERHARU SAVING & BALL		9
Business address:	Conhan Savings Bank L5 Marginest way Portland WE 5410		
Date of Business's m	ost recent financial statement:		☐ Attached
Date of Business's m	ost recent audited financial statement:		☐ Attached
Financial indicators f	rom the most recent financial statement		
Contractor's Current	Ratio (Current Assets ÷ Current Liabilities)		-
	atio ((Cash and Cash Equivalents + Accoun ents) ÷ Current Liabilities)	ts Receivable +	

### ARTICLE 6—SURETY INFORMATION

6.01 Provide information regarding the surety company that will issue required bonds on behalf of the Business, including but not limited to performance and payment bonds.

Surety Name:	Westeld Injurance Co.	
Surety is a corpo	ration organized and existing under the laws of the state of	of: Ohio
Is surety authori	zed to provide surety bonds in the Project location?	es □ No
Federal Bonds a	"Companies Holding Certificates of Authority as Acceptable as Acceptable Reinsuring Companies" published in Department of the Bureau of the Fiscal Service, U.S. Department of the T	artment Circular 570

QUALIFICATIONS STATEMENT 00 45 13-4

Mailing Address (principal place of business):	POBOX 511 CONCORD NH	03302-0511
Physical Address (principal place of business):		
*		
Phone (main): 866 Z	43 0210 Phone (claims):	

### ARTICLE 7—INSURANCE

7.01 Provide information regarding Business's insurance company(s), including but not limited to its Commercial General Liability carrier. Provide information for each provider.

Name of insurance provider, a	nd type of policy	(CLE, auto, etc.):	
Insurance Provid	ler	Type of Policy (Coverage	e Provided)
Acadia Insurance		GL, Auto, Umbrell,	<u>a</u>
Cross Ins Group	Trust	workers comp	
Are providers licensed or authorized to issue		olicies in the Project location?	°⊠ Yes □ No
Do providers have an A.M. Best Rating of A-VII		or better?	'yZiYes □ No
Mailing Address	250 Count	ry Rd	
(principal place of business):	westbrook.	ME 64092	
Physical Address			
(principal place of business):			
Phone (main): 800-173-	-4300	Phone (claims):	

### ARTICLE 8—CONSTRUCTION EXPERIENCE

8.01 Provide information that will identify the overall size and capacity of the Business.

Average number of current full-time employees:	200
Estimate of revenue for the current year:	115,000,000
Estimate of revenue for the previous year:	115,000,000

QUALIFICATIONS STATEMENT

8.02 Provide information regarding the Business's previous contracting experience.

Years of experience with p	rojects lik	e the proposed Project	: 46	•
As a general contractor:	46	As a joint venturer:		
Has Business, or a predece	ssor in int	erest, or an affiliate ide	ntified i	n Paragraph 1.03:
Been disqualified as a bio  ☐ Yes ☑ No	lder by an	y local, state, or federa	l agency	within the last 5 years?
Been barred from contra  ☐ Yes ☑ No	cting by a	ny local, state, or feder	al agenc	y within the last 5 years?
Been released from a bid	in the pa	st 5 years? ☐ Yes 🖾 No	)	
Defaulted on a project or	failed to	complete any contract	awarde	d to it? □ Yes 🏋 No
Refused to construct or r a change order? ☐ Yes 🌣		provide materials defi	ned in th	e contract documents or in
Been a party to any curre	ntly pend	ing litigation or arbitra	tion? 🗆	Yes 🖾 No
Provide full details in a sep	arate atta	chment if the response	to any	of these questions is Yes.

- 8.03 List all projects currently under contract in Schedule A and provide indicated information.
- 8.04 List a minimum of three and a maximum of six projects completed in the last 5 years in Schedule B and provide indicated information to demonstrate the Business's experience with projects similar in type and cost of construction.
- 8.05 In Schedule C, provide information on key individuals whom Business intends to assign to the Project. Provide resumes for those individuals included in Schedule C. Key individuals include the Project Manager, Project Superintendent, Quality Manager, and Safety Manager. Resumes may be provided for Business's key leaders as well.

### ARTICLE 9—REQUIRED ATTACHMENTS

- 9.01 Provide the following information with the Statement of Qualifications:
  - A. If Business is a Joint Venture, separate Qualifications Statements for each Joint Venturer, as required in Paragraph 1.02.
  - B. Diverse Business Certifications if required by Paragraph 3.01.
  - C. Certification of Business's safety performance if required by Paragraph 4.02.
  - D. Financial statements as required by Paragraph 5.01.
  - E. Attachments providing additional information as required by Paragraph 8.02.
  - F. Schedule A (Current Projects) as required by Paragraph 8.03.
  - G. Schedule B (Previous Experience with Similar Projects) as required by Paragraph 8.04.
  - H. Schedule C (Key Individuals) and resumes for the key individuals listed, as required by Paragraph 8.05.
  - Additional items as pertinent.

QUALIFICATIONS STATEMENT

00 45 13-6

### 0232616.01

Issue Date: October 2022

This Statement of Qualifications is offered by:

Business:	Shaw Bakeshepts CONSTRUCTION INC. (typed or printed name of organization)
	(typed or printed name of organization)
Ву:	(individual's signature)
Name:	TENATHAN E. Shaw (typed or printed)  President
	(typed or printed)
Title:	(typed or printed)
Date:	3-9-2023
	(date signed)
(If Busines:	s is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)
Attest:	Koleb Breeze
Attest.	(individual's signature)
Name:	Rober Basilindividual's signature)  Resear Basilindividual's signature)  (typed or printed)
	E 27 i mentoz
Title:	(typed or printed)
Address fo	or giving notices:
	341 Moshea Ra Po Box 69 GORHMU WE 04038
	GORHAM WE 04038
Designated	d Representative:
Name:	Reseat BANDY
	(typed of printed)  Estimation (typed or printed)
Title:	(typed or printed)
Address:	
	GORHAM WZ 04038
_,	
Phone:	207 839-2552
Email:	BBRADY@ Shawbrothezh. com

0232616.01 Issue Date: August 2022

Schedule A—Current Projects

See Attached

Project Owner			Project Name		
General Description of Project	ject				
Project Cost			Date Project		
Key Project Personnel	Project Manager	Project Superintendent	itendent	Safety Manager	Quality Control Manager
Name					
Reference Contact Inform	Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)	pproval to contacting	the names indivi	duals as a reference)	
	Name	Title/Position	Organization	ion Telephone	Email
Owner					
Designer					
Construction Manager	27				
Name of Organization					
Project Owner	27		Project Name		
General Description of Project	ject				
Project Cost			Date Project		
Key Project Personnel	Project Manager	Project Superintendent	ntendent	Safety Manager	Quality Control Manager
Name					
Reference Contact Inform	Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)	pproval to contacting	the names indivi	duals as a reference)	
	Name	Title/Position	Organization	ion Telephone	Email
Owner					
Designer					
Construction Manager					

Town of Old Orchard Beach, ME Walnut Street Collection System Upgrades

Issue Date: August 2022

0232616.01

# Schedule A (continued)—Current Projects

Name of Organization					
Project Owner			Project Name		
General Description of Project	roject				
Project Cost			Date Project		
Key Project Personnel	Project Manager	Project Superintendent	ntendent	Safety Manager	Quality Control Manager
Name					
Reference Contact Inforr	Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)	es approval to contacting	the names individua	als as a reference)	
	Name	Title/Position	Organization	1 Telephone	Email
Owner					
Designer					
Construction Manager					
No it can be on the					
Name of Organization					
Project Owner			Project Name		
General Description of Project	roject				
Project Cost			Date Project		
Key Project Personnel	Project Manager	Project Superintendent	ntendent	Safety Manager	Quality Control Manager
Name					
Reference Contact Inforr	Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)	tes approval to contacting	the names individu	als as a reference)	
	Name	Title/Position	Organization	າ Telephone	Email
Owner					
Designer					
Construction Manager					

00 45 13-9 **BIDDER QUALIFICATIONS STATEMENT** 

Issue Date: August 2022

0232616.01

# Schedule A (continued)—Current Projects

Name of Organization					
Project Owner			Project Name		
General Description of Project	oject				
Project Cost			Date Project		3
Key Project Personnel	Project Manager	Project Superintendent	ntendent	Safety Manager	Quality Control Manager
Name					
Reference Contact Inform	Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)	tes approval to contacting	the names individu	als as a reference)	
	Name	Title/Position	Organization	n Telephone	Email
Owner					
Designer					
Construction Manager					
Now of October					
Name of Organization					
Project Owner			Project Name		
General Description of Project	oject				
Project Cost			Date Project		
Key Project Personnel	Project Manager	Project Superintendent	ntendent	Safety Manager	Quality Control Manager
Name					
Reference Contact Inform	Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)	tes approval to contacting	the names individu	als as a reference)	
	Name	Title/Position	Organization	n Telephone	Email
Owner					
Designer					
Construction Manager					

BIDDER QUALIFICATIONS STATEMENT 00 45 13-10

0232616.01 Issue Date: August 2022 Schedule B—Previous Experience with Similar Projects

See AttAched

Project Owner						
			Project Name		40	
General Description of Project	oject					
Project Cost			Date Project	٠		
Key Project Personnel	Project Manager	Project Superintendent	tendent	Safety	Safety Manager	Quality Control Manager
Name						
Reference Contact Inform	Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)	s approval to contacting	the names indi	viduals as a re	ference)	
	Name	Title/Position	Organization	ation	Telephone	Email
Owner						
Designer						
Construction Manager						
Name of Organization						
Project Owner			Project Name			
General Description of Project	oject					
Project Cost			Date Project			
Key Project Personnel	Project Manager	Project Superintendent	ntendent	Safety	Safety Manager	Quality Control Manager
Name						
Reference Contact Inforn	Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)	s approval to contacting	the names indi-	viduals as a re	ference)	
	Name	Title/Position	Organization	ation	Telephone	Email
Owner						
Designer						
Construction Manager						

0232616.01 Issue Date: August 2022

Schedule B—Previous Experience with Similar Projects (continued)

Name of Organization						
Project Owner		*	Project Name			
General Description of Project	oject					
Project Cost			Date Project			
Key Project Personnel	Project Manager	Project Superintendent	ntendent	Safety Manager	ger	Quality Control Manager
Name						
Reference Contact Inforn	Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)	es approval to contacting	the names indiv	iduals as a reference	(a	
	Name	Title/Position	Organization		Telephone	Email
Owner						
Designer						
Construction Manager						
Name of Organization						
Project Owner			Project Name			
General Description of Project	roject					
Project Cost			Date Project		3	
Key Project Personnel	Project Manager	Project Superintendent	ntendent	Safety Manager	ger	Quality Control Manager
Name						
Reference Contact Inforr	Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)	es approval to contacting	the names indiv	iduals as a referenc	e)	
	Name	Title/Position	Organization		Telephone	Email
Owner						
Designer						
Construction Manager						

0232616.01 Issue Date: August 2022

# Schedule B—Previous Experience with Similar Projects (continued)

Name of Organization					
Project Owner			Project Name		
General Description of Project	ject				
Project Cost			Date Project		
Key Project Personnel	Project Manager	Project Superintendent	itendent	Safety Manager	Quality Control Manager
Name					
Reference Contact Inform	Reference Contact Information (listing names indicates approv	es approval to contacting	al to contacting the names individuals as a reference)	as a reference)	
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					
Name of Organization					
Project Owner			Project Name		
General Description of Project	ject				
Project Cost			Date Project		
Key Project Personnel	Project Manager	Project Superintendent	ntendent	Safety Manager	Quality Control Manager
Name					
Reference Contact Inform	Reference Contact Information (listing names indicates approv	es approval to contacting	al to contacting the names individuals as a reference)	as a reference)	
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

## 0232616.01

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# Schedule C-Key Individuals

Project Manager To Be Deteru	imed	
Name of individual		
Years of experience as project manager		
Years of experience with this organization		
Number of similar projects as project manager		
Number of similar projects in other positions		
Current Project Assignments		
Name of assignment	Percent of time used for	Estimated project
	this project	completion date
Reference Contact Information (listing names indicates		ividuals as a reference)
Name	Name	
Title/Position	Title/Position	
Organization	Organization	
Telephone	Telephone	
Email	Email	
Project	Project	
Candidate's role on	Candidate's role on project	
Project Superintendent		
Project Superintendent To Be Devel	zui, i ed	
Years of experience as project superintendent		
Years of experience with this organization		
Number of similar projects as project superintendent		
Number of similar projects in other positions		VI
Current Project Assignments		
Name of assignment	Percent of time used for	Estimated project
	this project completion date	
Reference Contact Information (listing names indicates	approval to contact named inc	lividuals as a reference)
Name	Name	
Title/Position	Title/Position	
Organization	Organization	
Telephone	Telephone	
Email	Email	
Project	Project	
Candidate's	Candidate's	
role on project	role on project	

BIDDER QUALIFICATIONS STATEMENT 00 45 13-14 0232616.01

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Safety Manager		
Name of individual		
Years of experience as project manager		
Years of experience with this organization		
Number of similar projects as project manager		
Number of similar projects in other positions		
Current Project Assignments		
Name of assignment	Percent of time used for	Estimated project
150	this project	completion date
Reference Contact Information (listing names indicates		viduals as a reference)
Name	Name	
Title/Position	Title/Position	
Organization	Organization	
Telephone	Telephone	
Email	Email	
Project	Project	
Candidate's role on	Candidate's role on	
project	project	
Quality Control Manager N /14		
Name of individual		
Years of experience as project superintendent		
Years of experience with this organization		
Number of similar projects as project superintendent		
Number of similar projects in other positions		
Current Project Assignments	-	
Name of assignment	Percent of time used for	Estimated project
	this project	completion date
Reference Contact Information (listing names indicates		viduals as a reference)
Name	Name	
Title/Position	Title/Position	
Organization	Organization	
Telephone	Telephone	
Email	Email	
Project	Project	
Candidate's	Candidate's	
role on project	role on project	

**END OF SECTION** 

BIDDER QUALIFICATIONS STATEMENT 00 45 13-15 0232616.01 Issue Date: October 2022

## **SECTION 00 45 19**

## NON-COLLUSION AFFIDAVIT

工,	Jourthan	Show	 being	duly	sworn,	depose	and
under t	the penalty of perjury, say	that the following is true:					

- 1. I am the person responsible within my firm for the final decision as to the price(s) and amount of this Bid or, if not, that I have written authorization, enclosed herewith, from that person to make the statements set out below on his or her behalf and on the behalf of my firm.
- 2. The price(s) and amount of this Bid have been arrived at independently, without collusion, consultation, communication, or agreement for the purpose of restricting competition with any other contractor, competitor, Bidder, or potential Bidder.
- 3. Unless otherwise required by law, neither the price(s) nor the amount of this Bid have been disclosed to any other firm or person who is a Bidder, competitor, or potential Bidder on the Project, and will not be so disclosed either directly or indirectly prior to Bid opening.
- 4. No attempt has been made or will be made to solicit, cause, or induce any firm, partnership, corporation, or person to submit or not submit a Bid on this Project, or to submit a Bid higher than the Bid of this firm, or submit an intentionally high or noncompetitive Bid or other form of complementary Bid, or for the purpose of restricting competition.
- 5. The Bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary Bid.
- 6. My firm has not offered or entered into a subcontracting agreement regarding the purchase of materials or services from any firm or person, or offered, promised, or paid cash or anything of value to any firm or person, whether in connection with this or any other Project, in consideration for an agreement or promise by any firm or person to refrain from proposing or to submit a complementary Bid on the Project.
- 7. My firm has not accepted nor been promised any subcontract or agreement regarding the sale of materials or services to any firm or person, and has not been promised or paid cash or anything of value to any firm or person, whether in connection with this or any other project, in consideration for my firm's submitting a complementary Bid or agreeing to do so, on the Project.

## 0232616.01

Issue Date: October 2022

8. I have made a diligent inquiry of all members, officers, employees, and agents of my firm with responsibilities relating to the preparation, approval, or submission of my firm's Bid on the Project and have been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act, or other conduct inconsistent with any of the statements and representations made in this affidavit.

Show Brothers CONSTRUCTION INC

Company Name

Signature

Tourthau E. Show

President

**Company Position** 

Date: 3-9-と623

Attest:

e: 3-9-2063

**END OF SECTION** 

Shaw Brothers	Waterstone Property Group	Jones and Beach	\$ 2,400,000.00	January 2, 2022
Miller Sports	Bates College	N/A	\$ 137,910.00	June 1, 2022
Shaw Brothers	MDOT	N/A	\$ 1,178,351.00	June 15, 2022
Shaw Brothers	City of Saco	N/A	\$ 240,000.00	May 15, 2022
KDA Development	KDA Development	Stantec	\$ 589,278.00	7/1/2022
Shaw Brothers	Maine Tumpike Authority	HNTB	\$ 28,189,638.00	8/1/2022
Shaw Brothers	MDOT	N/A	\$ 1,732,736.00	7/1/2022
Dirigo Architectural	Crossroads Holding LLC	Gorrill Palmer	\$ 2,827,781.00	6/1/2022
Cianbro	MDOT	N/A	\$ 7,559,463.00	11/1/2022
Sargent Corporation	Maine Turnpike Authority	HNTB	\$ 3,937,000.00	10/1/2022
Shaw Brothers	City of Portland		\$ 979,765.00	10/1/2022
Shaw Brothers	Waynefleet School	Sebago Technics	\$ 866,137.00	8/1/2022
Gorham Sand & Gravel	City of Portland		\$ 324,000.00	11/1/2022
Shaw Brothers	Town of Old Orchard Beach	Woodard & Curran	\$ 227,613.00	8/1/2022
Gendron & Gendron	Lew/Aub Airport	Hoyle Tanner	\$ 528,100.00	10/15/2022
Shaw Brothers	Crossroads Holding LLC	Gorrill Palmer	\$ 962,308.00	10/1/2022
Shaw Brothers	MDOT	MDOT	\$ 509,173.00	10/15/2022
Shaw Brothers	Pachios Brothers	Woodard & Curran	\$ 247,000.00	9/15/2022
Shaw Brothers	MDOT	MDOT	\$ 1,160,000.00	10/15/2022
Shaw Brothers	MDOT	MDOT	\$ 1,995,000.00	10/15/2022
Shaw Brothers	City of Portland	City of Portland	\$ 1,455,500.00	11/15/2022
Shaw Brothers	Waterstone	Jones & Beach	\$ 2,860,000.00	8/15/2022
Shaw Brothers	City of Saco	City of Saco	\$ 185,000.00	1/25/2023
	Shaw Brothers Shaw Brothers Shaw Brothers Shaw Brothers Shaw Brothers Shaw Brothers Cianbro Sargent Corporation Shaw Brothers		MDOT  City of Saco  KDA Development  Maine Tumpike Authority  MDOT  Crossroads Holding LLC  Mane Tumpike Authority  City of Portland  Waynefleet School  City of Portland  Town of Old Orchard Beach  Lew/Aub Airport  Crossroads Holding LLC  MDOT  Pachics Brothers  MDOT  MDOT  City of Portland  MDOT  City of Portland  MDOT  City of Portland  MDOT  City of Portland  Waterstone  City of Portland  Waterstone  City of Saco	Crossroads Holding LLC   Modard & Curran   Stantec   S

Contain Maine   Commitments   Fear: 2078/39-6239   Fear: 2078/39-6239	Present Commitments  Directly involved with day to day operations of all projects irectly involved with day to day operation of pits, quarries & maintennar Financial oversight  Project manager for various projects, Coordinates master daily sched Project manager for various projects. General manager of paving operation of projects and projects of projects of the project manager for various projects.
Name	Present Commitments  Directly involved with day to day operations of all projects  Directly involved with day to day operation of pits, quarries & maintennance shop  Financial oversight  Project manager for various projects, Coordinates master daily schedule  Project manager for various projects, General manager of paving operations  Project manager for various projects  Project manager for various projects
Key Individuals           Key Individuals         Title         Brothers           Shaw         President         45           siegel         Vice President/CFO         32           siegel         Vice President/CFO         32           own         Project Manager         45           mes         Project Manager         37           Michel         Project Manager         4           y         Maint Manager         44           y         Maint Manager         44           y         Maint Manager         44           y         Maint Manager         43           r         Project Supervisor         43           lton         Project Supervisor         43           lton         Project Supervisor         18           weather         Project Supervisor         15           weather         Project Supervisor         17           weather         Project Supervisor         5           object Supervisor         17           object Supervisor         17           object Supervisor         18           roject Supervisor         17      Project Supervisor         5	Present Commitments  Directly involved with day to day operations of all projects irectly involved with day to day operation of pits, quarries & maintennan Financial oversight  Project manager for various projects, Coordinates master daily sched Project manager for various projects, General manager of paving operat Project manager for various projects
Key Individuals         Title         Brothers           Shaw         Treasurer         45           Siegel         Vice President         45           siegel         Vice President/CFO         32           own         Project Manager         37           Michel         Project Manager         37           project Manager         37           project Manager         4           project Manager         44           project Manager         44           project Manager         44           project Manager         44           project Manager         43           project Manager         43           project Manager         43           project Manager         43           project Supervisor         43           project Supervisor         43           project Supervisor         15           project Supervisor         15           project Supervisor         15           project Supervisor         5           project Supervisor         15           project Supervisor         15           project Supervisor         25           project Supervisor         15	Present Commitments  Directly involved with day to day operations of all projects irectly involved with day to day operation of pits, quarries & maintennan Financial oversight Project manager for various projects. Coordinates master daily sched Project manager for various projects. General manager of paving operation of project manager for various projects.
Shaw         Title         Years of Service w/ Shaw           Shaw         President         45           swel         Treasident         45           swel         Vice President/CFO         32           wan         Project Manager         37           mes         Project Manager         4           project Supervisor         43           project Supervisor         43           project Supervisor         18           project Supervisor         15           project Supervisor         15           project Supervisor         15           project Supervisor         5           dobinson         Project Supervisor         5           project Supervisor         15           project Supervisor         15           project Supervisor         5           project Supervisor         15 <th>Present Commitments  Directly involved with day to day operations of all projects irectly involved with day to day operation of pits, quarries &amp; maintennan Financial oversight  Project manager for various projects, Coordinates master daily sched Project manager for various projects, General manager of paving operate the project manager for various projects.</th>	Present Commitments  Directly involved with day to day operations of all projects irectly involved with day to day operation of pits, quarries & maintennan Financial oversight  Project manager for various projects, Coordinates master daily sched Project manager for various projects, General manager of paving operate the project manager for various projects.
Shaw         Title         Brothers           Shaw         President         45           law         Treasurer         45           siegel         Vice President/CFO         32           weather         Project Manager         37           Michel         Project Manager         4           Project Manager         4           Project Manager         4           Amant Manager         42           Amant Manager         43           Project Supervisor         43           Project Supervisor         43           Project Supervisor         15           Project Supervisor         15           Project Supervisor         15           Project Supervisor         15           Project Supervisor         5           Project Supervisor         5           Project Supervisor         5           Robinson         Project Supervisor         5           Robinson         Project Supervisor         5           Project Supervisor         5           Amt         Project Supervisor         5           Amt         Project Supervisor         5           Project Supervisor         5 </th <th>Directly involved with day to day operations of all projects irectly involved with day to day operation of pits, quarries &amp; maintennan Financial oversight Project manager for various projects. Coordinates master daily sched Project manager for various projects. General manager of paving operat Project manager for various projects. General manager of paving operations are project manager for various projects.</th>	Directly involved with day to day operations of all projects irectly involved with day to day operation of pits, quarries & maintennan Financial oversight Project manager for various projects. Coordinates master daily sched Project manager for various projects. General manager of paving operat Project manager for various projects. General manager of paving operations are project manager for various projects.
Shaw         President         45           aw         Treasurer         45           Own         Project Manager         30           Nachel         Project Manager         37           Michel         Project Manager         42           Project Manager         42           Project Manager         42           Project Manager         42           Amaint Manager         42           Amaint Manager         43           Project Supervisor         43           Project Supervisor         43           Project Supervisor         43           Project Supervisor         15           Project Supervisor         15           Project Supervisor         15           Project Supervisor         15           Ausley         Project Supervisor         15           Project Supervisor         5           Ausley         Project Supervisor         7           Project Supervisor         5           Avin         Project Supervisor         5           Project Supervisor         5           Avin         Project Supervisor         5           Project Supervisor         7	Directly involved with day to day operations of all projects irectly involved with day to day operation of pits, quarries & maintennan Financial oversight  Project manager for various projects, Coordinates master daily sched Project manager for various projects, General manager of paving operating the project manager for various projects.
taw         Treasurer         45           Siegel         Vice President/CFO         32           own         Project Manager         37           Michel         Project Manager         4           er         Project Manager         4           er         Project Manager         4           gr         Project Manager         4           project Manager         4         4           project Supervisor         43         4           project Supervisor         15         7           project Supervisor         5         7           project Supervisor         5         7           project Supervisor         15         7           project Supervisor         15         7           proj	irectly involved with day to day operation of pits, quarries & maintennan Financial oversight Project manager for various projects. Coordinates master daily schedi Project manager for various projects. General manager of paving operat Project manager for various projects.
siegel         Vice President/CFO         32           own         Project Manager         37           nes         Project Manager         37           Michel         Project Manager         4           Project Manager         42           Project Manager         42           A Maint Manager         42           A Maint Manager         43           Project Supervisor         43           Project Supervisor         43           Project Supervisor         18           Project Supervisor         15           Project Supervisor         15           Project Supervisor         15           Project Supervisor         5           Avin         Project Supervisor         5           Avin         Project Supervisor         5           Avin         Project Supervisor         15           Avin         Project Supervisor         15           Avin         Project Supervisor         25           Avin         Project Supervisor	Project manager for various projects. Coordinates master daily scheding project manager for various projects. General manager of paving operate project manager for various projects.
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Project Supervisor/Surveyor 25   Field Surveyor 11   Chief Estimator 18   Estimator 6   Estimator 7   Estimator	Oversees and coordinates all paving projects
Field Surveyor   11	Onsite supervisor for various projects/Surveyor
Chief Estimator 18 Estimator 17 Estimator 6	Field Surveyor for projects
Estimator 17 6	Reviews/Estimates projects
Estimator 6	Takeoff/Cad/Estimating
	Takeoff/Cad/Estimating

Maine Turnpike Portland Area Widening	6 miles of highway widening and installation of median barrier in Scarborough and Portland Maine including drainage, overhead signs and paving.	
	Maine Tumpike Authority - Steve Tartre (207) 482-8144	

# **AGENDA ITEM #7887**

**Discussion with Action:** To award the bid to Shaw Brothers Construction Inc. and authorize the Town Manager to enter into an agreement between the Maine Department of Transportation (MaineDOT) and the Portland Area Comprehensive Transportation System (PACTS) for improvements to <u>Union Ave</u>, from Saco Ave to W. Grand Ave., in the amount of \$530,046.46, funded through PACTS Federal allocation funding with a local share not to exceed \$170,896.46 from account numbers as follows: \$148,846.46 50002–50506 CIP Road Improvements, with a balance of \$501,060.28, and \$22,050.00 from account number 50002–50507 CIP Sidewalk Improvements, with a balance of \$292,586.61.

Chair: Shawn O'Neill

# AGENDA ITEM #7888

**Discussion with Action:** To award the bid to Shaw Brothers Construction Inc. and authorize the Town Manager to enter into an agreement between the Maine Department of Transportation (MaineDOT) and the Portland Area Comprehensive Transportation System (PACTS) for improvements to <u>Saco Ave., from Washington Ave., to Old Orchard St.,</u> in the amount of \$456,977.59, funded through PACTS Federal allocation funding with a local share not to exceed \$227,127.59 from account numbers as follows: \$207,977.59 from account number 50002–50506 CIP Road Improvements, with a balance of \$501,060.28, and \$19,150.00 from account number 50002–50507 CIP Sidewalk Improvements, with a balance of \$292,586.61.

Chair: Shawn O'Neill



May 12, 2023

To: Town Council Members From: Diana H. Asanza

CC: Chris White

Re: Contract Award for Saco Ave. WIN 25965.00 and Union Ave. WIN 25961.00 PACTS Road Improvement Projects

As you recall PACTS identified these two road projects in their pavement condition report of 2022 with a rating of "poor" with a PCI of 41 - 55, and included them in the 2022-2023-2024 ME DOT workplan for improvement using Federal, and State.

The local share is 25% of the eligible project costs plus 100% of the project costs exceeding the project estimate. Maine Department of Transportation received bids for the two road improvement projects listed above and the low responsive bidder is Shaw Brothers Construction Co. for both road improvement projects. However, both bids came in higher than the amount ME DOT originally projected. The breakdown of the bids and the Town's local share are as follows:

### Saco Ave. WIN 25965.00

PACTS Estimated Construction cost	\$316,000.00
Town's 25% share of project costs	\$ 86,150.00
Construction Bid Price	\$456,977.59
Costs exceeding estimated construction costs	\$140,977.59

Total Town share of 25% plus costs exceeding estimated construction costs = \$227,127.59.

# **Union Ave WIN 25961.00**

PACTS Estimated Construction Cost	\$497,600.00
Town's 25% share of Construction estimate	\$138,450.00
Construction Bid Price	\$530,046.46
Costs exceeding estimated construction costs	\$ 32,446.46

Total Town share of 25% plus costs exceeding estimated construction costs \$170,896.46

<sup>\*</sup>Requested additional funding from PACTS in the amount of \$63,200 to cover overage.

<sup>\*</sup>Requested additional funding from PACTS in the amount of \$32,446.46 to cover overage.

Please note the Town may be eligible for additional funding through PACTS as stated above, and we should find out by the end of May if the additional award amount is approved.

Please let me know if there is any additional information needed for this request.

Sincerely,

Diana H. Asanza

wara/g

From: <u>Hamilton, LaRay</u>

To: <u>Diana Asanza</u>; <u>Chris White</u>

**Subject:** RE: 25961.00 Union Ave. & 25965.00 Saco Ave. 25969.00 E. Grand Ave ,Bid Openings

**Date:** Thursday, April 20, 2023 10:27:49 AM

## \*\*\*EXTERNAL\*\*\*

This e-mail originated from outside of the Town of Old Orchard Beach E-mail System. **Do Not** click links or open attachments unless you recognize the sender address and know the content is safe.

If in doubt, please use an alternate method to the individual who claims to be sending the email.

I believe PACTS will provide an additional 20% of funding after bid openings if requested by the municipality in a letter. You should check with Elizabeth Roberts.

# LaRay L. Hamilton, P.E.

# Sr. Project Manager

Southern Region
Maine Department of Transportation
51 Pleasant Hill Rd
P.O. Box 358
Scarborough, ME 04070-0358
(207) 885-7029 ~ office
(207) 883-3806 ~ fax
(207) 592-1367 ~ cell

From: Hamilton, LaRay

Sent: Wednesday, April 19, 2023 3:01 PM

**To:** Diana Asanza <dasanza@oobmaine.com>; Chris White <cwhite@oobmaine.com>; ablanchette@scarboroughmaine.org; 'dhoward@scarboroughmaine.org' <dhoward@scarboroughmaine.org>; Elizabeth Roberts <eroberts@gpcog.org>; Harold Spetla <hspetla@gpcog.org>

**Cc:** Hodgman, Ryan <Ryan.Hodgman@maine.gov>; McDonough, John <John.McDonough@maine.gov>; Bickford, Scott <Scott.Bickford@maine.gov>

Subject: 25961.00 Union Ave. & 25965.00 Saco Ave. 25969.00 E. Grand Ave , Bid Openings

Bids were opened on the two OOB projects and Scarborough E. Grand Ave.

The results were as follows:

## 25961.00 OOB Union Ave

Available Const Funds = \$497,600.00 Bid Amount = \$530,046.46 Difference = +\$32,446.46

## 25965.00 OOB Saco Ave

Available Const Funds = \$316,000.00 Bid Amount = \$456,977.59 Difference = +140,977.59

# 25969.00 Scarborough E. Grand Ave

-

Available Const Funds = \$510,200.00 Bid Amount = \$622,146.45 Difference = +\$111,946.45

Bids may only be accepted, or rejected in whole, meaning if either municipality decides to not award their project(s), then the entire bid must be rejected.

Please let me know how you would like to proceed after you have discussed.

Thank you,

# LaRay L. Hamilton, P.E.

Sr. Project Manager

Southern Region
Maine Department of Transportation
51 Pleasant Hill Rd
P.O. Box 358
Scarborough, ME 04070-0358
(207) 885-7029 ~ office
(207) 883-3806 ~ fax
(207) 592-1367 ~ cell

# **AGENDA ITEM #7889**

Discussion with Action: Approve the Special Event Permit for Karl Douglas to
hold a wedding on the beach at the end of Winona Avenue on Saturday,
September 9 <sup>th</sup> , 2023 from noon to 5:30 p.m., including set-up and takedown.

Chair: Shawn O'Neill

# **APPLICATION INFORMATION**

PLEASE SUBMIT A **COMPLETE** APPLICATION A MINIMUM OF **30 CALENDAR DAYS** PRIOR TO THE EVENT. 1. Name of applicant \_\_\_ Phone number of applicant (\_\_\_\_) \_\_\_\_ Fax (\_\_\_) E-mail douglm, @gmail On whose behalf is this event being conducted? (Organization, Firm, Corporation, if applicable) Website address (if an Organization, Firm or Corporation)\_\_\_\_\_ Type of Event: ☐ Festival/Fair ☐ Race/Walk/Bike Ride ☐ Concert ☐ Parade/March Other – Please specify 2. Event Description (name all vendors who will provide entertainment and the type of entertainment provided) Will you be using tents? \_\_\_\_\_YES \_\_\_\_\_\_ If yes, list size of tent and supplier, as well as what portion of the event will be taking place under the tent (i.e. cooking, sales, picnic tables, chairs, etc), and how the tent will be secured.

	Will you be using staging?	YES	_XNO		
	If yes, the following items w ☐ Amplified Music ☐ Ble Day Loud Speaker(s)	eacher(s) [	☐ Dance Floor(s)	□Live Ent	ertainment
	☐ Other:				
	Note: If any of the above ite Plan/Map. Use of the above	ems will be used, i	please indicate thei	r location on	your attached Site ADA regulations.
3.	Chairperson and/or respons (Include information how thi	ible party for the s person may be	event, if other thar contacted at any tir	n above: <u>ne</u> during the	e event).
	Name		Work Phone	e ()	
	Address				
			City	State	Zip
	Cell phone ()		Fax ()		
	E-mail	1	***************************************		
4.	SET-UP Date for Event 90  Date of Event 9923	23 Day o	of Week <u>Saturda</u>	from 12	2_to_3
	Date of Event 9 9 23	Day of Week	Saturday	_from _3	30 to 4:00
	Date of Event	Day of Week	J	from	to
	Date of Event	Day of Week		from	to
	Date of Event	Day of Week	-	from	to
	TAKE-DOWN date 992	3 Day of Week	Saturday	from 4:3	D to 5:30
	RAIN DATE(s) A		Times		
5.	Location of the Event Old (if applicable, a map or	Orchard (	Beach - Wighter the area to be use	MONA A	tve Boardwalk route)
6.	The estimated number of part	icipants in the ev	ent		
	150-500;	500-100	0;1,000+		

/.	yes, explain). Use extra sheet of paper to describe exact route of parade, including any water stops.
8.	Will the sale of food and/or beverages occur at the event? If yes, describe the commodities to be sold.  □ Alcoholic Beverages (only at Ballpark, using Ballpark Licensee) □ Pot Luck Items □ Professional Catering □ Non-Profit Food Vendors □ Retail Food Vendors
0	
9.	Will there be merchandise sold at the event?YESNO  Description of merchandise
	Is the event a Charitable event?YESXNO
	Is this event co-sponsored by the Town of Old Orchard Beach?YESNO
	If this event a Regional School Unit #23 event?YesNO (The request for a waiver can only be requested if the event is a RSU #23 event or sponsored or cosponsored by the Town of Old Orchard Beach).
11.	f the event is charitable, name the beneficiary of the proceeds from the event: $\mathcal{M}\mathcal{A}$
12. - -	List any Event Sponsors:
V	Vill admission be charged for the event?YESNO Vill participants be charged for parking?YESNO

13. Has this event been held previously in Old Orchard Beach?
YES (if yes, please list dates):
X NO
14. What is the applicant doing to ensure the event will not endanger the public safety or disturb the peace? Describe your plans for security at your event, including crowd control (attach additional sheets if necessary). Security plan will need final approval by the Old Orchard Beach Police Department and they have final say in appropriate number and type of security personnel required. Must include at least one Old Orchard Beach Police Officer, if security is required. Costs associated with security are the sole responsibility of the event organizer.
Please describe your security plan (including your plans for controlling ingress/egress of all persons, vehicles, equipment, and Emergency Medical Services):
Private beach Ceremony
Additional Uniformed presence provided by:Off-Duty Police Officers; Private Security;Volunteers
Times: A/A How many? N A
If you have already made contact with someone about security, provide the contact name and number:
Name: Phone Number:
Please list any items that will be left overnight. If equipment will be left on-site overnight, provide details for personal property safety and security of site: (Note that the event organizer is solely responsible for items left on the property. The Town assumes no responsibility for items of personal property at the location at any time)

Will audible devices be used at this event?XYESNO If yes, what type of devices will be used? What time will they be used? (Decibel level limits are in Chapter 26 of the Code of Ordinances).
Speaker System with microphones From 3:30 - 4:30
Where will the event attendees/participants park? Dunegrass Golf Club
Will a shuttle service be provided from parking areas to the event site?
If yes, please describe shuttle plan, and name of company provided service:
Shuttle from Dunegrass Golf Club to
Winona Ave - First Charter
Will you require special parking (RV's, trailers, trucks)?YESNO
If yes, give details:
Describe your plans for waste disposal at your event. What arrangements have you made for removal and disposal of trash generated by your event? Please supply details of numbers and type of containers and supplier of containers that will be used. (Attach additional sheets if necessary) Costs associated with waste disposal are the sole responsibility of the event organizer. Disposal in Town trash receptacles is NOT an accepted means of disposal, and is prohibited.  Trash receptacles will be paced at boardwalk and so the use of barricades necessary/requested for this event?  If yes, number needed and location  Will it be necessary to cover street and/or parking signs for this event, or place no parking signs?
YESNO If yes, please describe:

15.

	Is any other public works assistance needed?
	If using First Street or Memorial Park Parking Lot, has the applicant reserved two spaces for Amtrak Parking?
1	Will there be any use of fire (i.e. tiki torches, grills, barbecues, bonfires, etc?) For Bonfires, the pit/bonfire must be pre-approved for use by the Fire Department; the wood to be burned has no pain or nails; the portable pit or bonfire can be removed or filled in after the event <u>leaving no residue or noticeable impact</u> ; a small water extinguisher and shovel are present; at least one adult be assigned to "keep fire watch" at all times. Note a burn permit must also be obtained from the Fire Department for the date specified on the date of the event. The Fire Department will issue a permit based on class dates listed by the Maine Forest Service. Permission may be refused or revoked if the Maine State Forestry Commission (governing body) declares a "Red Flag" day on which NO open fires may be
ā	allowed in our zone. A \$100 <b>cash</b> deposit is required for all fires to be returned to the applicant if the area is cleaned to the satisfaction of the public works department and/or fire department.  YESNO
11	f yes, explain:
	, you explain.
	Describe your plans for all signage and/or decorations for the event. Please include type of signage to e used, and description of verbiage being posted on signage.  Signs displayed on easles to guide
W	/ill this event be posting a banner on public property?YESX_NO
lf th	yes, please list requested dates, dimensions of banner, wording on banner, and location (no more an two weeks prior to the event):
the	cohol is not allowed on public property, except as outlined in the liquor license for the Ballpark. If is is a Ballpark event, will there be alcohol available for consumption? Note, if alcohol is being served, a Town requires additional Liquor Liability Insurance (minimum \$2,000,000, listing Town of Old Chard Beach as additionally insured):YES

Will the alcohol be:Sold;Given away;Both
Describe the type of alcohol to be served, times consumption will be allowed, and plans for controlling consumption:
$ \mathcal{N}$ $\mathcal{A}$
19. If this is a Ballpark Event, have you signed an agreement with the Ballpark Commission for use of the Ballpark?Yes, it's attachedNo
20. Will the event involve professional fireworks?YESNO  Consumer Fireworks are prohibited. If professional fireworks are requested, what is the name of the Pyrotechnics Company?
(If fireworks are requested, the Fire Chief or his designee must approve of the site prior to the application being submitted to the Town Council for consideration. The Pyrotechnics Company must submit the approval the Maine State Fire Marshal's Office at least one week prior to the event, and the event sponsor's insurance must list that fireworks are occurring).
What time/date will the fireworks display occur?
21. Will there be any kind of animals at this event? (e.g. petting zoo, pony rides, etc.)YES X_NO
If so, please indicate the location of the animals on the Site Plan/Map.
22. Piping Plovers are state and federally protected birds that nest on beaches. There are mandatory beach management guidelines from April 1 <sup>st</sup> through August 31 <sup>st</sup> of each year. Will this event occur on the beach?YESNO
If yes, you must contact the Public Works Department at 207-934-2250, approximately one week prior to the event. In the event there are any active piping plover nests in the vicinity of your event, you may have to move your event farther down the beach, or request permission to change the date of your event.
Piping Plover Essential Habitat: The Maine Department of Inland Fisheries and Wildlife (MDIFW) has designated two areas on Old Orchard Beach as "Essential Habitat" for nesting piping plovers. By statute, a state agency or municipal government shall not permit, license, fund, or carry out projects that will significantly alter an Essential Habitat or violate protection guidelines adopted by MDIFW. This rule is not a prohibition of all projects within areas designated as Essential Habitat. However, projects must be reviewed by MDIFW before Town approval.

If the event is located partly or wholly within a mapped Essential Habitat the applicant will need to coordinate with municipal staff to submit a "Request for Project Evaluation" to MDIFW. MDIFW will evaluate the final project proposal per review standards established for Essential Habitats and determine if the project would significantly alter the habitat or violate protection guidelines.

The applicant is encouraged to obtain MDIFW guidance during project planning and design. Early involvement of MDIFW will help to minimize or avoid potential conflicts, facilitate cooperation between all parties, and enable quick turnarounds on project evaluations.

23.	Certificate of Insurance and Additional Insured Endorsement page must be provided to the Town of Old Orchard Beach Town Clerk's Office 30 days prior to the event date. The applicant shall at its own cost and expense furnish a policy or policies for property damage or bodily injury in the amount of at least \$500,000. The Town of Old Orchard Beach MUST be listed as an Additional Named Insured.
	Yes, it has been provided with the application; No, it will be provided at least 30 days prior to the event.
	Is the applicant requesting the use of the RSU #23 school property (schools, parking lots, playing fields)?YESNO. If yes, has the applicant received approval from RSU #23 or the date the applicant will receive approval?

# SPECIAL EVENT PERMIT AGREEMENT

, Karl Dougla	_ on behalf of	Dougla	MacGregor	Wedding	Grena
(Print Applicant Contact Name)	(Pr	int Organization/di	roup Name)	J	6

Agree to abide by the following Special Event requirements:

- 1. All pre-event determined fees shall be paid at least two weeks prior to the event. I agree to pay any costs determined after the event immediately upon receipt of invoice.
- 2. Certificate of Insurance and Additional Insured Endorsement page must be provided to the Town Clerk's Office at least 30 days prior to the event date. The Town of Old Orchard Beach MUST be listed as an Additional Name Insured with the proper endorsement included. KMO (initial)
- 3. To develop a comprehensive security plan in conjunction with the Old Orchard Beach Police Department.
- 4. Town property shall not be removed from the premises including but not limited to benches, trashcans, tables, chairs, fencing, signs, etc.
- Premises will be left in as good a condition as received except for reasonable wear and tear. All trash will be disposed of properly within 12 hours of the end of the event. I accept responsibility for any damages that might occur during the period of use.
- 6. To comply will all laws, rules, and regulations of the federal, state, and Town governments governing operations and conduct on Town property.
- 7. This permit agreement may be terminated by the Town of Old Orchard Beach at any time upon finding a violation of any rule, ordinance, and/or condition of the permit or upon good cause shown.
- 8. For myself and any other persons, organizations, firms and corporations sponsoring the event, which is the subject of this permit application, jointly and severally, hereby contract and agree to pay all costs of services provided by the Town of Old Orchard Beach, in support of said event.
- 9. For myself and any other persons, organizations, firms, and corporations sponsoring the event which is the subject of this permit application, jointly and severally, hereby contract and agree to indemnify, defend and hold harmless the Town of Old Orchard beach, its officers and employees, against all claims, loss or liability from any claim or suit arising or alleged to have arisen from any act or omission of said applicant, its agents, invitees or other sponsor in connection with said event.

- 10. The facility/area is provided in an "as is" condition. The event organization assumes all responsibility for the security and safety of all participants and spectators of the event.
- 11. I understand that the Town of Old Orchard Beach has no responsibility for equipment and/or items of personal property at the location at any time.
- 12. Any misrepresentation or deviation from the final permit conditions will result in immediate revocation of the permit and halting of the event.
- 13. Events are considered rain/shine. Refunds are not issued if the event does not occur.
- 14. The permit does not authorize alcohol on any public property, including, but not limited to the beach, Memorial Park, streets and sidewalks.
- 15. Consumer Fireworks are illegal in Old Orchard Beach.

I have read and understand the Special Events Permit Agreement terms and conditions and I agree to be bound by said terms and conditions. I dertify that the information I provided is accurate to the best of my knowledge.

Signature:	Date: 4-21-2023
(authorized representative)	
Print name: Karl Douglas	
Print Organization Name (if applicable):	

SITE PLAN SKETCH OF SPECIAL EVENT (Completed by Event Coordinator) In the space below, please provide the following information. Attach a separate map if necessary.

General Map of Location

Event Coordinator's Booth MA

Tents/Stages/Grandstands NIA

Porta Potties/Rest Rooms

Vendor Locations NA Garbage Cans Water Sources Street Closures/Parking Information N/A
Water/Electricity Sources N/A
Loudspeakers

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	Seardwolf &	
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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 04/17/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRO	DUCER				CONTA NAME:					
Lac	hapelle & Higgins Insurance, Inc.				PHONE (A/C, N	E <sub>No, Ext):</sub> (603) 3	32-1983	FAX (A/C, No	(603)	330-0983
PO	Box 600				E-MÁIL ADDRE	leaith@	landhinsura		10 10	ACCUSED MICH.
Ro	chester NH 03866					IN	SURER(S) AFFOI	RDING COVERAGE		NAIC#
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	Rochester, NH 03867				INSURI					
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С	DICATED. NOTWITHSTANDING ANY F ERTIFICATE MAY BE ISSUED OR MAY KCLUSIONS AND CONDITIONS OF SUCH	PER	TAIN,	THE INSURANCE AFFORD	DED BY	THE POLICIE REDUCED BY	PAID CLAIMS.	D HEREIN IS SUBJECT 1		
INSR LTR	TYPE OF INSURANCE	ADDI	LSUBR	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIM	TS	
	COMMERCIAL GENERAL LIABILITY		1					EACH OCCURRENCE	s	
	CLAIMS-MADE OCCUR							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	
		-						MED EXP (Any one person)	\$	
		-						PERSONAL & ADV INJURY	\$	
	GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	\$	
	POLICY PRO- LOC							PRODUCTS - COMP/OP AGG		
	OTHER:							COMPINED CONCLETIME	\$	
	AUTOMOBILE LIABILITY							(Ea accident)	\$	
	ANY AUTO							BODILY INJURY (Per person)	\$	
	OWNED SCHEDULED AUTOS ONLY							BODILY INJURY (Per accident)	+	
	HIRED AUTOS ONLY NON-OWNED AUTOS ONLY						1	PROPERTY DAMAGE (Per accident)	\$	
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	EXCESS LIAB CLAIMS-MADI	Ē						AGGREGATE	\$	
	DED RETENTION\$								\$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY							PER OTH- STATUTE ER		
	ANY PROPRIETOR/PARTNER/EXECUTIVE	N/A						E.L. EACH ACCIDENT	\$	
	OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A						E.L. DISEASE - EA EMPLOYEE	\$	
	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT	\$	
Α	Homeowners Liability Insurance	x		HP0630739		04/04/2023	04/04/2024	Personal Liability	\$500	,000
DESC	RIPTION OF OPERATIONS / LOCATIONS / VEH	CLES	(ACOR	D 101, Additional Remarks Scher	dule, may	be attached if m	nore space is req	uired)		
Add	tional Insured:									
	107 107									
Tow	n of Old Orchard Beach									
1 Pc	ortland Ave									
Old	Orchard Beach, ME 04064									
CEF	TIFICATE HOLDER				CANC	CELLATION				
	Town of Old Orchard Bear 1 Portland Ave				THE	EXPIRATION	N DATE THE	ESCRIBED POLICIES BE C EREOF, NOTICE WILL I CY PROVISIONS.		
	Old Orchard Beach, ME 04	1064								
				-	AUTHO	RIZED REPRESE	NTATIVE	ock		<kc></kc>

MISCELLANEOUS PAYMENT RECPT#: 592282

TOWN OF OLD ORCHARD BEACH

1 PORTLAND AVE.

OLD ORCHARD BEACH ME 04064

DATE: 04/28/23 TIME: 13:55 CLERK: reg5 DEPT:

CUSTOMER#: 0

COMMENT: SPEC EVENT PERMIT

CHG: TCREC TOWN CLERK RECE

50.00

AMOUNT PAID: 50.00

PAID BY: DOUGLAS, KARL PAYMENT METH: CHECK

130

REFERENCE:

AMT TENDERED: 50.00 AMT APPLIED: 50.00 CHANGE: .00

# **AGENDA ITEM #7890**

**Discussion with Action:** Approve the Special Event Permit for the Old Orchard Beach Police Department to hold a Community Policing Event in the Memorial Park parking lot on Tuesday, August 1<sup>st</sup>, 2023. Request to close the parking lot for the day, 6 a.m. to 10 p.m. The set-up will begin at 3 p.m., event occurs from 5 p.m. to 8 p.m., takedown by 10 p.m.

Chair: Shawn O'Neill

# **APPLICATION INFORMATION**

PLEASE SUBMIT A **COMPLETE** APPLICATION A MINIMUM OF **30 CALENDAR DAYS** PRIOR TO THE EVENT.

1.	Name of applicant SET KEYIH P RIORDAH
	Address of applicant 16 E EMERSON CUMPINGS BLYO COB ME  City State Zip
	Phone number of applicant (201) 934-4911 Fax ()
	Cell phone (207) 671.7670 E-mail KRIORDAH @ OGB MILLE. COH
	On whose behalf is this event being conducted? (Organization, Firm, Corporation, if applicable)
	POLICE DEPARTMENT
	Website address (if an Organization, Firm or Corporation)
	Type of Event:    Festival/Fair   Race/Walk/Bike Ride   Concert   Parade/March   Other - Please specify   NATIONAL MIGHT OUT
2.	Event Description (name all vendors who will provide entertainment and the type of entertainment provided)
	MATICHAL NIGHT OUT IS A COMMUNITY POLICIAL TYPE
	OF EVENT DESIGNED TO ENCOURAGE POSITIVE INTERACTION
	VULTH THE POLICE
	Will you be using tents?YESNO
	If yes, list size of tent and supplier, as well as what portion of the event will be taking place under the tent (i.e. cooking, sales, picnic tables, chairs, etc), and how the tent will be secured.

	Will you be using staging?YESNO
	If yes, the following items will be used at the event (Please mark all that apply):  ☐ Amplified Music ☐ Bleacher(s) ☐ Dance Floor(s) ☐ Live Entertainment ☐ Loud Speaker(s) ☐ Microphone(s) ☐ Stadium(s) ☐ Stage(s)
	☐ Other:
	Note: If any of the above items will be used, please indicate their location on your attached Site Plan/Map. Use of the above items may require the Event Organizer to meet ADA regulations.
3.	Chairperson and/or responsible party for the event, if other than above: (Include information how this person may be contacted <u>at any time</u> during the event).
	NameWork Phone ()
	Address
	City State Zip
	Cell phone () Fax ()
	E-mail
4.	SET-UP Date for Event 8-1-23 Day of Week TUCS - from 3pm to 5pm
	Date of Event AUGUST   Day of Week TUESDAY from 5pm to 8pm
	Date of Event bay of Week from to
	Date of Event bay of Week from to
	Date of Event Day of Week from to
	TAKE-DOWN date Day of Week from & to
	RAIN DATE(s) Times  (if rain date listed, insurance must list rain date)
5.	(if applicable, a map or diagram showing the area to be used, or parade route)
6.	The estimated number of participants in the event
	0-150;500-1000;1,000+

7.	If a parade or public gathering, will it occupy any or all of the roadway involved or to be traversed? (yes, explain). Use extra sheet of paper to describe exact route of parade, including any water stops.
	NO
8.	Will the sale of food and/or beverages occur at the event? If yes, describe the commodities to be sold.  □ Alcoholic Beverages (only at Ballpark, using Ballpark Licensee) □ Pot Luck Items □ Professional Catering □ Non-Profit Food Vendors □ Retail Food Vendors
9.	Will there be merchandise sold at the event?YESNO
	Description of merchandise
.0.	Is the event a Charitable event?YESNO  Is this event co-sponsored by the Town of Old Orchard Beach?YESNO
	If this event a Regional School Unit #23 event?YesNO  (The request for a waiver can only be requested if the event is a RSU #23 event or sponsored or cosponsored by the Town of Old Orchard Beach).
1.	If the event is charitable, name the beneficiary of the proceeds from the event:
2.	List any Event Sponsors:
	Will admission be charged for the event?YESNO Will participants be charged for parking? YESNO

its (ii yes, pie	ease list dates):
NO	
peace? Describe your if necessary). Security they have final say in least one Old Orchard	t doing to ensure the event will not endanger the public safety or disturb the plans for security at your event, including crowd control (attach additional she y plan will need final approval by the Old Orchard Beach Police Department and appropriate number and type of security personnel required. Must include at Beach Police Officer, if security is required. Costs associated with security are y of the event organizer.
vehicles, equipment, a	security plan (including your plans for controlling ingress/egress of all persons, and Emergency Medical Services):
Volunteers	presence provided by:Off-Duty Police Officers; Private Security;
Times:	How many?
If you have alward	ade contact with someone about security, provide the contact name and
number:	
number:	Phone Number:
number: Name:	
number:  Name:  Please list any items the details for personal pro	nat will be left overnight. If equipment will be left on-site overnight, provide operty safety and security of site: (Note that the event organizer is solely eft on the property. The Town assumes no responsibility for items of personal
number:  Name:  Please list any items the details for personal progressible for items longer to the location of the loca	nat will be left overnight. If equipment will be left on-site overnight, provide operty safety and security of site: (Note that the event organizer is solely eft on the property. The Town assumes no responsibility for items of personal

	Where will the event attendees/participants park? ANY PUBLIC PARKING
	Will a shuttle service be provided from parking areas to the event site?YESNO
	If yes, please describe shuttle plan, and name of company provided service:
	Will you require special parking (RV's, trailers, trucks)?YESNO  If yes, give details:
	Describe your plans for waste disposal at your event. What arrangements have you made for remo and disposal of trash generated by your event? Please supply details of numbers and type of contain and supplier of containers that will be used. (Attach additional sheets if necessary) Costs associated with waste disposal are the sole responsibility of the event organizer. Disposal in Town trash receptacles is NOT an accepted means of disposal, and is prohibited.
	Is the use of barricades necessary/requested for this event? Yes
	If yes, number needed and location $3$ $FIRST$ $ST$ $LCT$
1	Will it be necessary to cover street and/or parking signs for this event, or place no parking signs?
	YESNO If yes, please describe:

	Is any other public works assistance needed?
	If using First Street or Memorial Park Parking Lot, has the applicant reserved two spaces for Amtrak Parking?
	Will there be any use of fire (i.e. tiki torches, grills, barbecues, bonfires, etc?) For Bonfires, the pit/bonfire must be pre-approved for use by the Fire Department; the wood to be burned has no pai or nails; the portable pit or bonfire can be removed or filled in after the event <u>leaving no residue or noticeable impact</u> ; a small water extinguisher and shovel are present; at least one adult be assigned "keep fire watch" at all times. Note a burn permit must also be obtained from the Fire Department of the date specified on the date of the event. The Fire Department will issue a permit based on class of as listed by the Maine Forest Service. Permission may be refused or revoked if the Maine State Forestry Commission (governing body) declares a "Red Flag" day on which NO open fires may be
	allowed in our zone. A \$100 <b>cash</b> deposit is required for all fires to be returned to the applicant if the area is cleaned to the satisfaction of the public works department and/or fire department.  YESNO
	If yes, explain:
	Describe your plans for all signage and/or decorations for the event. Please include type of signage t be used, and description of verbiage being posted on signage.
,	Will this event be posting a banner on public property?YESNO
	If yes, please list requested dates, dimensions of banner, wording on banner, and location (no more than two weeks prior to the event):
t	Alcohol is not allowed on public property, except as outlined in the liquor license for the Ballpark. If this is a Ballpark event, will there be alcohol available for consumption? Note, if alcohol is being served the Town requires additional Liquor Liability Insurance (minimum \$2,000,000, listing Town of Old Drohard Beach as additionally insured):

	Will the alcohol be:	Sold;	Given away;	Both	
	Describe the type of alcoconsumption:	ohol to be se	rved, times consump	tion will be allowed,	, and plans for controlling
19	). If this is a Ballpark Event Ballpark?Yes, it's			with the Ballpark Co	mmission for use of the
20	O. Will the event involve procession of the consumer of the co	prohibited. ed, the Fire Coted to the To Maine State e must list th	If professional fireworkief or his designee own Council for consi Fire Marshal's Office	orks are requested, we must approve of the deration. The Pyrot at least one week p urring).	what is the name of the site prior to the echnics Company must rior to the event, and the
21.	. Will there be any kind of				tc.)YESNO
	If so, please indicate the I	ocation of th	ne animals on the Sit	e Plan/Map.	
22.	Piping Plovers are state a beach management guide the beach?YES	elines from A	pril 1 <sup>st</sup> through Augu	nest on beaches. T Ist 31 <sup>st</sup> of each year.	here are mandatory Will this event occur on
	If yes, you must contact the to the event. In the event may have to move your event.	t there are a	ny active piping plov	er nests in the vicini	ty of your event, you
	Piping Plover Essential Habi designated two areas on Old agency or municipal governr an Essential Habitat or violat projects within areas designs	Orchard Bea ment shall not e protection	ch as "Essential Habita t permit, license, fund, guidelines adopted by	at" for nesting piping p or carry out projects t MDIFW. This rule is no	lovers. By statute, a state that will significantly alter ot a prohibition of all

If the event is located partly or wholly within a mapped Essential Habitat the applicant will need to coordinate with municipal staff to submit a "Request for Project Evaluation" to MDIFW. MDIFW will evaluate the final project proposal per review standards established for Essential Habitats and determine if the project would significantly alter the habitat or violate protection guidelines.

The applicant is encouraged to obtain MDIFW guidance during project planning and design. Early involvement of MDIFW will help to minimize or avoid potential conflicts, facilitate cooperation between all parties, and enable quick turnarounds on project evaluations.

23.	Certificate of Insurance and Additional Insured Endorsement page must be provided to the Town of Old Orchard Beach Town Clerk's Office 30 days prior to the event date. The applicant shall at its own cost and expense furnish a policy or policies for property damage or bodily injury in the amount of at least \$500,000. The Town of Old Orchard Beach MUST be listed as an Additional Named Insured.
	Yes, it has been provided with the application; No, it will be provided at least 30 days prior to the event.
	Is the applicant requesting the use of the RSU #23 school property (schools, parking lots, playing fields)?YESNO. If yes, has the applicant received approval from RSU #23 or the date the applicant will receive approval?

## SPECIAL EVENT PERMIT AGREEMENT

١,	St. Kerni Riciana on behalf of OLD ORCHIED BRACH POLICE DEPT
(1	Print Applicant Contact Name) (Print Organization/Group Name)
A	gree to abide by the following Special Event requirements:
1.	All pre-event determined fees shall be paid at least two weeks prior to the event. I agree to pay any costs determined after the event immediately upon receipt of invoice.
2.	Certificate of Insurance and Additional Insured Endorsement page must be provided to the Town Clerk's Office at least 30 days prior to the event date. The Town of Old Orchard Beach MUST be listed as an Additional Name Insured with the proper endorsement included(initial)
3.	To develop a comprehensive security plan in conjunction with the Old Orchard Beach Police Department.
4.	Town property shall not be removed from the premises including but not limited to benches, trashcans, tables, chairs, fencing, signs, etc.
5.	Premises will be left in as good a condition as received except for reasonable wear and tear. All trash will be disposed of properly within 12 hours of the end of the event. I accept responsibility for any damages that might occur during the period of use.
6.	To comply will all laws, rules, and regulations of the federal, state, and Town governments governing operations and conduct on Town property.
7.	This permit agreement may be terminated by the Town of Old Orchard Beach at any time upon finding a violation of any rule, ordinance, and/or condition of the permit or upon good cause shown.
8.	For myself and any other persons, organizations, firms and corporations sponsoring the event, which is the subject of this permit application, jointly and severally, hereby contract and agree to pay all costs of services provided by the Town of Old Orchard Beach, in support of said event.
9.	For myself and any other persons, organizations, firms, and corporations sponsoring the event which is the subject of this permit application, jointly and severally, hereby contract and agree to indemnify, defend and hold harmless the Town of Old Orchard beach, its officers and employees, against all claims, loss or liability from any claim or suit arising or alleged to have arisen from any act or omission of said applicant, its agents,

invitees or other sponsor in connection with said event.

- 10. The facility/area is provided in an "as is" condition. The event organization assumes all responsibility for the security and safety of all participants and spectators of the event.
- 11. I understand that the Town of Old Orchard Beach has no responsibility for equipment and/or items of personal property at the location at any time.
- 12. Any misrepresentation or deviation from the final permit conditions will result in immediate revocation of the permit and halting of the event.
- 13. Events are considered rain/shine. Refunds are not issued if the event does not occur.
- 14. The permit does not authorize alcohol on any public property, including, but not limited to the beach, Memorial Park, streets and sidewalks.
- 15. Consumer Fireworks are illegal in Old Orchard Beach.

I have read and understand the Special Events Permit Agreement terms and conditions and I agree to be bound by said terms and conditions. I certify that the information I provided is accurate to the best of my knowledge.

Signature: State R (authorized representative)	Date: 4/28/33
Print name: St. Kevin P RIDRIDA	
Print Organization Name (if applicable): OLIO ORC	MARTS PULLER DEPT

SITE PLAN SKETCH OF SPECIAL EVENT (Completed by Event Coordinator) In the space below, please provide the following information. Attach a separate map if necessary.

General Map of Location
<b>Event Coordinator's Booth</b>
Tents/Stages/Grandstands
Porta Potties/Rest Rooms

Vendor Locations Garbage Cans Water Sources Street Closures/Parking Information Water/Electricity Sources Loudspeakers

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#### **AGENDA ITEM #7891**

Discussion with Action: Approve the proposal from Safe Stadium Facility Evaluation in the amount of \$13,897.00 for the inspection and assessment of seven (7) steel sports lighting poles at the Ballpark from account number 51002-50911 CIP Ballpark Improvements with a balance of \$143,949.38. Chair: Shawn O'Neill



May 2, 2023

Alan Grady Musco Sports Lighting

Re: Old Orchard Beach Ballpark – Sports Lighting Structure Inspections 14 Emerson Cummings Boulevard, Old Orchard Beach, ME

Mr. Grady:

Thank you for allowing SAFE to present this proposal for the inspection and assessment of your sports lighting structures.

At SAFE, we recognize that experience, diligence, and knowledge are the keys to each and every inspection that we perform, and our final reporting and recommendations reflect that. We provide accurate data, backed up with years of inspection and structure manufacturing experience that will provide you with the intelligence you need to ensure that your structures will perform not only today, but for many years to come in the future.

We look forward to the possibility of working with you on this critical inspection project.

Sincerely,

Brian Reese, PE, CWI

President

SAFE – Stadium and Facility Evaluation

#### Scope of Work:

- 1. Ground-based condition assessment of seven (7) steel sports lighting poles
  - a. Visual weld inspection (VT) by an American Welding Society Certified Weld Inspector (CWI)
  - b. Non-destructive weld examination of base welds magnetic particle (MT)
  - c. Non-destructive weld examination of base welds ultrasonic testing (UT) where applicable for complete penetration joints
  - d. Inspection of structure anchor bolts
  - e. Inspection of pole interior if accessible
  - f. Inspection of pole base/foundation top/base plate/base plate grout if present
- 2. With FAA and facility permission, fly UAS (drone) for aerial inspection of the structures
  - a. FAA Part 107 commercially licensed pilot
- 3. Report
  - a. Recommendations and photos
  - b. Sealed by Maine professional engineer (PE)

#### Price:

\$13,897

#### Notes:

- 1. No special site access issues or times; assumes weekday working hours
- 2. Inspection will be a condition assessment of the structures allowing for planning related to future use, repair recommendations, or replacement
- 3. Assumes all structures are walk-up accessible at the base and are free of debris
- 4. Excludes engineering structural analyses of the poles based on their condition, present loading, or future loading (can be provided and quoted as a separate service)
- 5. Excludes lighting or electrical system evaluations or repairs
- 6. Excludes any required structural repairs or maintenance
- 7. Excludes climbing or accessing the structures with lift equipment; this could be recommended based on actual field conditions and drone results
- 8. Foundation inspection is exposed portion only
- 9. Bid valid for 60 days

#### **Payments Terms:**

Net 30 days



# STADIUM AND FACILITY EVALUATION











**Drone Capabilities, Inspections, Condition Assessments, and Field Services** 

It's no secret that infrastructure in the United States is aging faster than we can maintain it. The structural integrity of numerous assets is continuously under attack by the elements, corrosion, and fatigue.

Working throughout the nation, the dedicated, experienced teams at **Stadium and Facility Evaluation** (**SAFE**) are focused on a single goal: Improving your lighting infrastructure and preventing the premature and catastrophic failure of athletic and area lighting poles installed at your facilities.

Whether your structures are steel, concrete or wood, **SAFE** has the expertise, knowledge, and personnel to keep your structures in peak operating condition and increase the life of your lighting structures.

#### **Services SAFE Provides:**

- Drone Capabilities
- Inspection and Condition Assessment
- Field Repairs and Remediation
- Structural Reinforcement

#### **Drone Capabilities**

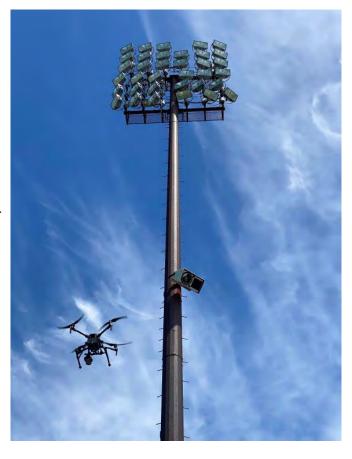
**SAFE** is able to provide a specific service that is cutting edge in the field of inspections. Our team has the ability to perform an aerial condition assessment to your lighting structures using fleet sUAS (small aerial systems), also known as unmanned drones, to visually inspect the structure. The drone industry has expanded rapidly in the past decade and will continue to grow. Drones are being used in industries all around the world and is starting extremely useful in the inspection and utility Our drones have high quality 4k cameras industry. that display at 1080p allowing us to inspect every inch of the structure. SAFE's team has been utilizing drones visual inspection and condition years for our assessment services.

#### **Inspection and Condition Assessment**

Employing a comprehensive, integrated approach using our fleet of drones and the industry's most detailed visual and non-destructive weld inspection methods, SAFE's team has the knowledge base. experience, and inspection expertise to provide you not an assessment of your structures today, but guidelines and recommendations to improve their service life.













**SAFE's** industry leading inspection services can locate and identify numerous defects and potentially damaging situations including:

- Cracks in the critical structure welds
- External and internal corrosion as well as potential drainage issues
- Cracking and spalling in concrete foundations
- Mechanical and vehicular damage
- Loose, missing, and cracked anchor rods and/or nuts
- Incorrect structural modifications
- Condition of luminaires and supporting mount
- Overall plumbness of structure
- · Coating, galvanizing, and paint damage
- Assessment of corrosion and metal loss
- Wood pole deterioration, rot, and insect damage

Whether you manage a high school football stadium, a college baseball field or own a lighted commercial property, the inspection and assessment of these structures is a critical first step in your overall maintenance program.

#### Field Repair/Remediation/Structural Reinforcement

If inspection or damage to your poles necessitates repair or reinforcement, the experienced field service personnel at **SAFE** are ready to assist nationwide.

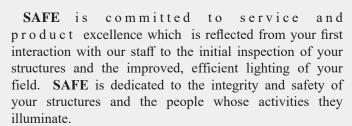
**SAFE**'s field services teams can perform a broad range of repairs/reinforcements to both sports and area lighting structures nationwide, including:

- Toe crack and weld repairs
- Gusset and reinforcement plate installation
- Galvanizing and paint/coating repairs
- Corrosion remediation and recoating
- Weep hole and drainage installation
- Grout installation and/or repair
- Anchor rod installation
- Foundation modification and repair

**SAFE** personnel have field modified and reinforced numerous structures across the United States in the past twenty years. From initial inspection through material procurement, field execution, and final inspections, **SAFE** has the expertise to help you navigate the process of improving the structural integrity of your pole structures.









Identify and fix problems before they progress and are detrimental to your structures and facilities. How? Call **SAFE** at **570-359-3293** or email us at **sales@rts-safe.com** today.



www.rts-safe.com | Drums, PA | 570-359-3293



www.rts-safe.com

New Lighting Pole Design Standard Published by ASCE

The American Society of Civil Engineers (ASCE) has released ASCE 72-21, Design of Steel Lighting System Support Pole Structures. Prepared by the

Codes and Activities Division of the Structural Engineering Institute of ASCE, the inaugural standard provides design parameters applicable to lighting pole structures.

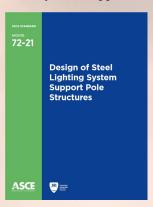
The consensus standard covers proper specification and/or development of the various loads and load combinations to be applied to lighting support poles as well as safe load resistance requirements.

Special design issues include structure deflection, vibration, and fatigue. Issues related to fabrication and installation, as well as critical ongoing inspection and maintenance best practices are also addressed.

ASCE 72-21 unifies the core body of best practice knowledge available in the structural engineering community and provides public and private agencies, practicing engineers, installers, and facility owners a consistent roadmap. It is the committee's intent that the International Building Code (IBC) will ultimately recognize and adopt the standard. The standard is now available to purchase on ASCE's website.

SAFE has the expertise to help you navigate the complicated process of ensuring the structural integrity of your structures and improving your facility's lighting. No corners cut, no guesswork - just experience and quality combined to guarantee project success. Learn more about how we can help you achieve your lighting and structural safety goals.

Call 570-359-3293 or email sales@rts-safe.com.





April 28, 2023

Old Orchard Beach Ballpark Old Orchard Beach, ME

Ref: 161839

#### Sourcewell

Master Project: 199030, Contract Number: 071619-MSL, Expiration: 08/27/2023 Category: Sports lighting with related supplies and services

#### Quotation Price - Materials Only Delivered to Job Site

Option 1: Baseball Field B2 Pole Only - 308'/400'/327'	\$ 76,083.00
Option 2: Baseball Field All New Poles-308'/400'/327	,\$ 419,921.00
Option 3: Baseball Field with Retrofit - 308'/400'/327'	\$ 349,286.00

Sales tax, bonding, labor, and unloading of the equipment are not included.

Pricing furnished is effective for 60 days unless otherwise noted and is considered confidential.

#### Light-Structure System™ with Total Light Control – TLC for LED™ technology

#### **Guaranteed Lighting Performance**

- Guaranteed light levels of 50fc Infield & 30fc outfield and uniformity of 2:1 Infield & 2.5:1 Outfield
- BallTracker® technology targeted light, optimizing visibility of the ball in play with no glare in the players typical line-of-sight

#### **System Description**

#### Option 1

- (1) Pre-cast concrete bases with integrated lightning grounding
- (1) Galvanized steel poles

#### Option 2

- (6) Pre-cast concrete bases with integrated lightning grounding
- (6) Galvanized steel poles

#### Option 3

- (4) Pre-cast concrete bases with integrated lightning grounding
- (4) Galvanized steel poles

#### **All Pole Options**

- Factory wired and tested remote electrical component enclosures
- Pole length, factory assembled wire harnesses
- Factory wired poletop luminaire assemblies
- Factory aimed and assembled luminaires, including BallTracker® luminaires
- UL Listed assemblies

#### **Control Systems and Services**

Control-Link® control and monitoring system to provide remote on/off and dimming (high/medium/low) control and performance monitoring with 24/7 customer support

#### **Operation and Warranty Services**

 Product assurance and warranty program that covers materials and onsite labor, eliminating 100% of your maintenance costs for 25 years



 Support from Musco's Lighting Services Team – over 170 Team members dedicated to operating and maintaining your lighting system – plus a network of 1800+ contractors

#### **Payment Terms**

Musco's Credit Department will provide payment terms.

Email or fax a copy of the Purchase Order to Musco Sports Lighting, LLC:

Musco Sports Lighting, LLC Attn: Amanda Hudnut Fax: 800-374-6402

Email: musco.contracts@musco.com

All purchase orders should note the following: Sourcewell purchase – contract number: 071619-MSL

#### **Delivery Timing**

10 - 12 weeks for delivery of materials to the job site from the time of order, submittal approval, and confirmation of order details including voltage, phase, and pole locations.

Due to the built-in custom light control per luminaire, pole locations need to be confirmed prior to production. Changes to pole locations after the product is sent to production could result in additional charges.

#### Notes

Quote is based on:

- Shipment of entire project together to one location.
- Voltage and Phase require confirmation.
- Structural code and wind speed = 2015 IBC, 115 mi/h, Exposure C, Importance Factor II.
- Owner is responsible for getting electrical power to the site, coordination with the utility, and any power company fees.
- Standard soil conditions rock, bottomless, wet or unsuitable soil may require additional engineering, special installation methods and additional cost.
- Confirmation of pole locations prior to production.
- The owner of the field is responsible for the structural integrity of the existing poles.

Thank you for considering Musco for your lighting needs. Please contact me with any questions or if you need additional details.

Alan Grady
Sales Representative
Musco Sports Lighting, LLC

Phone: 207-604-8748

E-mail: Alan.Grady@Musco.com



#### AGENDA ITEM #7892

**Discussion with Action:** Award the contract to Robillard Brothers Landscaping for grounds maintenance services at Memorial Park in an amount not to exceed \$25,825.00 for year one (1), 26,341.00 for year two (2), and \$26,867.50 for year three (3) from account number 20152–50310 Memorial Park Service Contracts with an FY 23 balance of \$13,305.71 through June 30, 2023, and a projected FY 24 budget of \$45,900.00.

Chair: Shawn O'Neill

#### ADJOURNMENT

Chair: Shawn O'Neill

					Monthly			
May 11, 2023 Memorial					Edging X 5			
Park Grounds Maintenance Bid				Deep Edging	months			
Results		Cost per	Cost for 30	Cost for 30 prior to May (Approx Jun -	- (Approx Jun -	Annual	Cost for ea.	
	Contract Year	мош	mows	15th	Oct)	aeration	Weed control	Total Contract
1 NERAK Properties	Year 1	\$1,200.00	\$1,200.00 \$36,000.00	*	*	*	*	\$36,000.00
36 Flaggy Meadow Rd	Year 2	*	*	*	*	*	*	
Gorham, ME 04038	Year 3	*	*	*	*	*	*	
* Only provided pricing for I	* Only provided pricing for mowing. Other services at \$60 p	er hour. Did n	not provide pri	cing for year 2	per hour. Did not provide pricing for year 2 and year 3. Propose future services are contingent upon	pose future	services are cor	ıtingent upon
,		successful	successful completion of year 1.	year 1.	ļ			

Classic Clippings Lawn Care, LLC	Year 1	\$1,100.00	31,100.000 \$33,000.00	\$800.00	\$2,000.00	\$2,000.00 \$4,000.00	*	\$39,800.00
1 Oakcrest Dr.	Year 2	\$1,200.00	\$1,200.00 \$36,000.00	\$800.00	\$2,000.00	\$2,000.00 \$4,000.00	*	\$42,800.00
Old Orchard Beach, ME 04064	Year 3	\$1,300.00	\$1,300.00 \$39,000.00	\$800.00	\$800.00 \$2,000.00 \$4,000.00	\$4,000.00	*	\$45,800.00
* Fertilizing service currently subcontracted to vendor by the Town. Can provice quote if Town wants CCLC to oversee subcontractor.	contracted to vendor by the Tow	vn. Can provic	e quote if Town	n wants CCLC	co oversee sub	contractor.		

Robillard Brothers Landscaping	Year 1	\$675.00	\$20,250	\$1,800.00	\$3,375.00	\$400.00	*	\$25,825.00
85 Cascade Rd.	Year 2	\$692.20	\$20,766	\$1,800.00	\$3,375.00	\$400.00	*	\$26,341.00
Old Orchard Beach, ME 04064	Year 3	\$709.75	\$21,293	\$1,800.00	\$3,375.00	\$400.00	*	\$26,867.50
*Do not offer weed and fertilizer services. They have a company	services. They have a company t	they can refer.	:					



Town of Old Orchard Beach, Maine
NOTICE OF REQUEST FOR PROPOSALS
VETERANS MEMORIAL PARK GROUNDS MAINTENANCE

February 23, 2023

Diana Asanza, Town Manager Town of Old Orchard Beach 1 Portland Ave. Old Orchard Beach ME 04064

Request for Proposal – Veterans Memorial Park Grounds Maint. - continued

#### **OBJECTIVES**

The Town of Old Orchard Beach is seeking proposals for Grounds Maintenance to include mowing, edging, aeration, tree rings, and weed control, located at the Veteran's Memorial Park.

This Request for Proposal document does not define any contractual relationship between the selected respondent and the Town of Old Orchard Beach or obligate the Town of Old Orchard Beach to follow a set selection process. Any binding agreement between the Town of Old Orchard Beach and the successful respondent will be through a formal written agreement (contract) after the Town of Old Orchard Beach Town Council has made its selection.

## **A. SUBMISSION INFORMATION AND REQUIREMENTS**

Proposals must be received by the Town of Old Orchard Beach no later than 1:00 PM on Friday, March 17, 2023. Proposals should be in a sealed envelope plainly marked "RFP – Old Orchard Beach Veteran's Memorial Park", and mailed or delivered to:

Town Manager Town of Old Orchard Beach 1 Portland Ave. Old Orchard Beach, ME 04064

Each proposal shall include:

Pricing Sheet - Please complete Bid Pricing Sheet labeled Exhibit A, page 5.

<u>References</u>: Please include names, address, phone number and contact persons of at least three (3) clients with whom the Proposer has provided similar services.

#### **INQUIRIES**

Any additional information concerning the proposal should be directed to

Tim Fleury, Executive Assistant to the Town Manager 207-937-5626

Request for Proposal – Veterans Memorial Park Grounds Maint. - continued

#### RESERVATION OF RIGHTS

The Town reserves the right to request clarification of and/or solicit additional information of any proposer; to have proposer(s) make presentations to the Selection Committee; and/or to negotiate with any proposer(s) regarding any terms of their proposal, including but not limited to the cost and/or scope of services, with the intent to achieve the best proposal that shall result in a contract that is deemed by the Town to be in its best interests. Any such negotiations will use the selected proposal as a basis to reach a final agreement, if possible.

The Town reserves the right to waive any informality in the proposal, to accept any proposal, and, to reject any and all proposals, should it be deemed for the best interest of the Town to do so. The Town reserves the right to substantiate the Proposer's qualifications, capability to perform, availability, past performance record and to verify that the proposer is current in its obligations to the Town, as follows:

Pursuant to Town ordinance, the Town is unable to contract with businesses or individuals who are delinquent in their financial obligations to the Town. These obligations may include but are not limited to real estate and personal property taxes. Bidders who are delinquent in their financial obligations to the Town must do one of the following: bring the obligation current, negotiate a payment plan with the Town's Finance office, or agree to an offset which shall be established by the contract which shall be issued to the successful bidder.

#### **B. DESCRIPTION OF SERVICES**

Please provide pricing for three (3) years:

Year 1: July 1, 2023 – June 30, 2024 \$23,125

Year 2: July 1, 2024 – June 30, 2025 \$23,750

Year 3: July 1, 2025 – June 30, 2026 \$24,250

All interested parties may visit the site to conduct measurements of the proposed areas prior to submittal of proposal, and should contact Chris White, Director of Public Works and Wastewater at 207-934-4416 to schedule an appointment.

Request for Proposal – Veterans Memorial Park Grounds Maint. - continued

# EXHIBIT A BID PRICING SHEET

The undersigned proposes to provide the following services at the price listed:

1.	MOWING - APPROXIMATELY THIRTY (30) MOWS PER CONTRACT YEAR
	WHICH INCLUDES WEED TRIMMING AFTER EACH MOW TO INCLUDE
	ALONG FENCES, PARKING LOTS, ALL SIDEWALKS AND PATHWAYS
	BENCHES, TABLES, SIGN POSTS AND BENEATH ANY FIXED OBJECTS AS
	NEEDED.
	COST PER MOW:\$675
2.	DEEP POWER EDGING TO STONEDUST PATHWAYS TO BE DONE ONE (1)
	TIME PRIOR TO MAY 15 <sup>TH</sup> AND MONTHLY THEREAFTER.
	COST TO EDGING PRIOR TO MAY 15TH:\$1800
	COST FOR MONTHLY EDGING THEREAFTER:\$675
3.	AERATION OF ENTIRE PARK - ONE (1) PER CONTRACT YEAR (BETWEEN
	THE LAST MONDAY IN SEPTEMBER AND THE SECOND MONDAY IN
	OCTOBER.
	COST PER AERATION:\$400

Request for Proposal – Veterans Memorial Park Grounds Maint. - continued

#### 4. WEED CONTROL OF ENTIRE PARK - FOUR (4) PER CONTRACT YEAR.

Using an environmentally nonhazardous park friendly weed control in accordance with Maine State regulations. Bidder must hold a State of Maine commercial pesticide license certification.

COST FOR EACH WEED CONTROL: We do not offer weed and fertilizer. We have a company we can refer but we are not licensed and would prefer not to be the middle man.

Brian Robillard

Authorized Signature

President

Title

Robillard Brothers Landscaping Company Name

Date: 5-2-23

#### **Tim Fleury**

From: Brian Robillard < robillardbrotherslandscaping@yahoo.com>

**Sent:** Wednesday, May 10, 2023 6:50 AM

To: Tim Fleury

**Subject:** Re: RFP clarification

#### \*\*\*EXTERNAL\*\*\*

This e-mail originated from outside of the Town of Old Orchard Beach E-mail System. **Do Not** click links or open attachments unless you recognize the sender address and know the content is safe. If in doubt, please use an alternate method to the individual who claims to be sending the email.

Yes thank you for catching the error.

\$25,585.00 Year 1 \$26,341.00 Year 2 \$26,868.00 Year 3

Brian Robillard Robillard Brothers Landscaping 207-937-8629

On Tuesday, May 9, 2023 at 10:11:39 AM EDT, Tim Fleury <tfleury@oobmaine.com> wrote:

Good morning Brian,

I understand you spoke with Diana regarding some of the figures on the RFP you submitted for the Memorial Park mowing. I have her notes here and I will translate below:

Assuming 5 months: May - September

30 mows @ \$675 a mow - \$20,250

1 edging @ \$1,800 - \$1,800

5 monthly edgings @ \$675 - \$3,375

1 aeration @ \$400 - \$400

New total for year one = \$25,825

Original total for year one = \$23,125

Diana wanted to confirm the amounts for years 2 and 3. Originally we had \$23,750 and \$24,250 respectively.

Thank you,

## Tim

Tim Fleury

Executive Assistant to the Town Manager

Town of Old Orchard Beach

1 Portland Ave

Old Orchard Beach ME 04064

P: (207) 937-5626

F: (207) 937-0755

Email: tfleury@oobmaine.com

Website: www.oobmaine.com





# Town of Old Orchard Beach, Maine NOTICE OF REQUEST FOR PROPOSALS VETERANS MEMORIAL PARK GROUNDS MAINTENANCE

February 23, 2023

Diana Asanza, Town Manager Town of Old Orchard Beach 1 Portland Ave. Old Orchard Beach ME 04064

Request for Proposal - Veterans Memorial Park Grounds Maint. - continued

#### **OBJECTIVES**

The Town of Old Orchard Beach is seeking proposals for Grounds Maintenance to include mowing, edging, aeration, tree rings, and weed control, located at the Veteran's Memorial Park.

This Request for Proposal document does not define any contractual relationship between the selected respondent and the Town of Old Orchard Beach or obligate the Town of Old Orchard Beach to follow a set selection process. Any binding agreement between the Town of Old Orchard Beach and the successful respondent will be through a formal written agreement (contract) after the Town of Old Orchard Beach Town Council has made its selection.

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Town Manager Town of Old Orchard Beach I Portland Ave. Old Orchard Beach, ME 04064

Each proposal shall include:

Pricing Sheet - Please complete Bid Pricing Sheet labeled Exhibit A, page 5.

<u>References</u>: Please include names, address, phone number and contact persons of at least three (3) clients with whom the Proposer has provided similar services.

#### **INQUIRIES**

Any additional information concerning the proposal should be directed to

Tim Fleury, Executive Assistant to the Town Manager 207-937-5626

Request for Proposal - Veterans Memorial Park Grounds Maint. - continued

#### RESERVATION OF RIGHTS

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#### **B. DESCRIPTION OF SERVICES**

Please provide pricing for three (3) years:

Year 1: July 1, 2023 – June 30, 2024

Year 2: July 1, 2024 - June 30, 2025

Year 3: July 1, 2025 – June 30, 2026

All interested parties may visit the site to conduct measurements of the proposed areas prior to submittal of proposal, and should contact Chris White, Director of Public Works and Wastewater at 207-934-4416 to schedule an appointment.

Request for Proposal – Veterans Memorial Park Grounds Maint. - continued

#### **EXHIBIT A** RID PRICING SHEET

	DID I MCING SHEET					
The 1	undersigned proposes to provide the following services at the price listed:					
1.	MOWING - APPROXIMATELY THIRTY (30) MOWS PER CONTRACT YEAR WHICH INCLUDES WEED TRIMMING AFTER EACH MOW TO INCLUDE ALONG FENCES, PARKING LOTS, ALL SIDEWALKS AND PATHWAYS, BENCHES, TABLES, SIGN POSTS AND BENEATH ANY FIXED OBJECTS AS NEEDED.					
2.	DEEP POWER EDGING TO STONEDUST PATHWAYS TO BE DONE ONE (1)  TIME PRIOR TO MAY 15 <sup>TH</sup> AND MONTHLY THEREAFTER.					
	COST TO EDGING PRIOR TO MAY 15TH:  COST FOR MONTHLY EDGING THEREAFTER:  400.00					
3.	AERATION OF ENTIRE PARK - ONE (1) PER CONTRACT YEAR (BETWEEN THE LAST MONDAY IN SEPTEMBER AND THE SECOND MONDAY IN OCTOBER.  COST PER AERATION: 4000.00					

Request for Proposal - Veterans Memorial Park Grounds Maint. - continued

#### 4. WEED CONTROL OF ENTIRE PARK - FOUR (4) PER CONTRACT YEAR.

Using an environmentally nonhazardous park friendly weed control in accordance with Maine State regulations. Bidder must hold a State of Maine commercial pesticide license certification.

COST FOR EACH WEED CONTROL: SELVECE CURRENTLY SUBCONTRACTED TO WENDOR BY THE TOWN. CAN PROPERE QUOTE IF TOWN WANTS ME TO OVERSEE SUBCONTRACTOR.

Authorized Signature

DUNER

Title

CLASSIC GLIPPINGS LAWN CARE, L.L. C.

Company Name

Date: 5-5, 2023

RESPECTEULLY SUBMETTED SHAWN E. O'NEECU C.C.L.C. - OWNER SONEELUI OOB @ GMARL. COM 207-205-3054

#### Diana Asanza

From:

Shawn ONeill <soneill1oob@gmail.com>

Sent:

Monday, May 8, 2023 9:47 AM

To:

Diana Asanza

Subject:

Additional bid information

#### \*\*\*EXTERNAL\*\*\*

This e-mail originated from outside of the Town of Old Orchard Beach E-mail System. **Do Not** click links or open attachments unless you recognize the sender address and know the content is safe. If in doubt, please use an alternate method to the individual who claims to be sending the email.

#### Good morning Diana,

Would you kindly add the following references to my response to the RFP I submitted earlier? George Kerr, Sawgrass developer in Dunegrass, 229-5731. Tim Swenson, Estates at Bayview developer, Seaside Avenue, Saco, 423-3810. And Nancy Clark, owner Atlantic Birches, Portland Avenue, (978) 382-2683. Additionally, I need to add years two and three pricing. The mowing is the only thing I will increase by \$100 per mow per year. Based on 30 mows, year one \$33,000, year two \$36,000, and year three \$39,000. All other services will remain at the same price as year one.

Thank you for your help, and the opportunity to place a bid.

Respectfully submitted,

Shawn ONeill Classic Clippings Lawn Care, LLC 1 Oakcrest Dr. Old Orchard Beach, Me. 04064 (207) 205-3054.

Sent from my iPhone

#### Diana Asanza

From:

Tim Fleury

Sent:

Friday, May 5, 2023 3:17 PM

To:

Diana Asanza

**Subject:** 

FW: Veterans Memorial Park (2023)

**Attachments:** 

Veterans Memorial Park, OOB (2023).pdf

From: Christopher McGoon <nerakproperty@gmail.com>

Sent: Wednesday, April 12, 2023 3:09 PM
To: Chris White <cwhite@oobmaine.com>
Cc: Tim Fleury <TFleury@oobmaine.com>
Subject: Veterans Memorial Park (2023)

#### \*\*\*EXTERNAL\*\*\*

This e-mail originated from outside of the Town of Old Orchard Beach E-mail System. **Do Not** click links or open attachments unless you recognize the sender address and know the content is safe. If in doubt, please use an alternate method to the individual who claims to be sending the email.

#### To Whom It May Concern:

Thank you for your interest in working with NERAK Properties regarding lawn maintenance for both Veterans Memorial Park and Veterans Memorial Library.

#### A little introduction about myself:

I have been a Gorham resident since 2015 where I worked as a Patrol Deputy for the Cumberland County Sheriff's Office. I resigned my position with them at the very end of 2019 and immediately went into both commercial and residential property maintenance working for a company out of Freeport. At the beginning of the landscaping season in 2021 I started NERAK Properties conducting the same services however now focused in the Gorham/Scarborough area. During the previous 2-years I have had the opportunity to sub-contract partial mowing of Veterans Memorial Park. I have enjoyed the level of care and attention Veterans Memorial Park calls for in keeping to the standards of appearance that Old Orchard Beach has as both a tourist destination and for local residents to come and enjoy. I look forward to continuing this same level of service required sourced directly with the Town of Old Orchard Beach.

Attached please find a service contract for 2023 specifically for moving and trimming (weed whacking) only.

The original RFP states the work is contracted/approved on a 3-year contract. I would propose that future services are contingent upon successful completion of the proposal year (2023). Should these standards be met I would be more than happy to complete an additional RFP on a 3-year term.

I look forward to working with you and the Town of Old Orchard Beach.



36 Flaggy Meadow Road Gorham, Maine, 04038 nerakproperty@gmail.com (207) 504-7786

### 2023 Property Services Contract

Client:	lient: Veterans Memorial Park	
Contact:	Christopher White	
Phone:	(207) 934-2250	
Email:	cwhite@oobmaine.com	
Address:	4 Heath St, Old Orchard Beach, ME 04064	

This contract is made between NERAK Properties and the undersigned owner or agent of the above listed property. In consideration of the mutual covenants and agreements hereinafter set forth, the parties hereto agree as follows.

During the terms of agreement, NERAK Properties will perform the following services on the premise under the terms and subject to the conditions set forth in this agreement.

This agreement shall be in effect starting May 1, 2023, and terminating October 31, 2023.

#### 1.) Scope of Service:

#### A.) Weekly Maintenance:

- I) To be performed starting May 1, 2023, and terminates October 30, 2023.
- II) Mow:
  - i) All Green Spaces within Veterans Memorial Park and surrounding Libby Memorial Library:
    - From the South Easterly corner of Heath St and 1<sup>st</sup> St, North to Staples St and 1<sup>st</sup> St, West to the fence line separating the eastern most property boundaries of Sunset Dr residences and Libby Memorial Library, South along the fence line and along the paved parking area of the Retail Strip Center containing Family Dollar and Dominos to Heath St, and terminating back east to the starting point labeled as the South Easterly corner of Heath St and 1<sup>st</sup> St.
  - ii) Including:
    - Both fenced in dog areas [large and small areas].
    - The gated sitting area attached to the east side of Libby Memorial Library.
    - Veterans Memorial Park parking area esplanade.
- III) Trim (weed whack):
  - i) Around all structures, fences, and landscaping contained within Veterans Memorial Park and surrounding Libby Memorial Library as described in subsection 1.A.II.i..
- IV) Mowing and trimming services will be performed on a weekly basis on Wednesdays:
  - i) Plus, or minus up to 2 days depending on the weather.
  - ii) And/or as grass growth dictates determined by NERAK Properties.

- V) Scheduled events that may interfere with the scheduled mow day shall be timely reported to NERAK Properties via email and/or writing:
  - i) A minimum of at least 14 days prior to the event.
    - Should interference of an event take place, services will be rescheduled as close to and before the event as practical to include any set-up or take down of event structures, temporary fences or any other obstacle or obstructions take place.

#### 2.) Schedule of Charges:

- A.) Total of all quoted services for 2023: \$31,200.00\*
  - a. Per occurrence cost X weeks of service (1,200 X 26)
- B.) Monthly installments to be billed on the 1<sup>st</sup> with net 30 payment terms; \$5,200.00
- C.) Additional hourly charges:

Laborers: \$60.00 per man hour

#### 3.) Payment:

Invoices will be sent out via email on the 1st of every month, starting on the 1st of May 2023 and culminating in October 2023. Payment terms are net 30 days. A service charge of 5%, plus other applicable fees, will be assessed to all past due invoices. If your account shall fall into past due status, NERAK Properties reserves the right to suspend all services provided under this agreement and releases NERAK Properties from any further obligation until the account is paid in full and brought back to current status. During the period of any suspension, the property owner agrees and understands that NERAK Properties will not be liable for the costs or damages including but not limited to consequential damages to the owner or any other party related to that property that may arise from or be related to such a suspension of service. The property owner agrees to pay all industry standard attorney's fees and all other costs incurred by NERAK Properties to collect past due amounts. Any prepaid balance may be returned to the owner at the sole discretion of NERAK Properties. If 'Personal Property Tax' or other additional fees are billed to NERAK Properties, its owners, employees, or subcontractors for equipment on site, NERAK Properties reserves the right to increases prices and/or add a surcharge to offset the bill received. If necessary, additional charges will be billed after each application.

#### 4.) Termination:

Either party may terminate this agreement upon a written and certified mailed 30-day notice to the other party. The property owner's obligation to pay the contractor for all fees associated with the services performed up through and including the day of termination or expiration of the agreement shall survive termination or expiration of the agreement.

#### 5.) Insurance:

NERAK Properties will maintain Commercial Business Insurance in accordance with all laws to include Workers Compensation, Automotive and General Liability.

#### 6.) Property Damage:

NERAK Properties will exercise reasonable care to avoid any damage to the property. NERAK Properties is not responsible for damage to lawn and landscaping or to items that are not visible, damage to asphalt and cement curbing, roads, walkways, driveways, acts of God, including but not limited to extraordinary weather conditions, and personal injury due to slip and fall accidents. Any property damage must be reported in writing and mailed to our office within a 48-hour period. NERAK Properties will make the final determination as to the validity of

claims and only NERAK Properties reserves the right to decide what repairs, if any, will be made. NERAK Properties will have no obligation, and the property owner waivers any damages that were not timely, properly, or accurately reported.

#### 7.) Material Availability:

Materials used in this contract are a commodity, and are subject to supply and demand, beyond the control of NERAK Properties. If materials are unavailable to NERAK Properties, service will not be provided and the impossibility of performance will be accepted by the owner, and the owner shall indemnify, defend and hold harmless NERAK Properties, its owners, employees and subcontractors from and against any and all claims, damages, industry standard attorney's fees, costs and expenses which NERAK Properties incurs as a result of a claim brought by the property owner or any third party, arising out of such occurrence. NERAK Properties will also not be held in breach of contract, should this situation arise. NERAK Properties reserves the right to increase prices and/or add a surcharge to offset material price increases due to supply and demand cost escalation from suppliers. If necessary, additional charges will be billed after each application.

#### 8.) Indemnification:

The owner shall indemnify, defend and hold harmless NERAK Properties, its owners, employees and subcontractors from and against any and all claims, damages, industry standard attorney's fees, costs and expenses which NERAK Properties incurs as a result of a claim brought by the property owner or any third party, arising out of any wrong doing, negligence, and/or breach of contract by the property owner alleged or otherwise, or any act of God, including but not limited to extraordinary weather conditions, that is related, in any manner whatsoever, to the premises or the property owners involvement with the premises or services, including but not limited to slip and fall accidents. The client is advised and permits their property to be photographed and/or videotaped for the purpose of site documentation and for social media/marketing purposes. NERAK Properties reserves the right to adjust and/or correct any typos or misprints of this contract at any time.

#### 9.) Authority:

Any individual who signs this agreement on behalf of the property owner or NERAK Properties, promises and guarantees that he or she is fully authorized to execute this agreement on behalf of his or her employer or company. In the case of an agent of the property owner, such agent represents, promises, and guarantees that such agent is fully authorized to execute this agreement on behalf of the property owner.

This agreement will not be binding upon the contractor until a signed copy has been received by our office. No oral agreements will be accepted, whatsoever.

ent Acceptance and Work Authori	zation:		
X			
Client Signature	Print Name	Date	
X			
Chris McGoon, Owner, NERAL	Date		