



## Town Council - Meeting Agenda

**February 4<sup>th</sup>, 2025 @ 6:30pm**  
**Council Chambers - 1 Portland Avenue**

*[www.oobmaine.com/town-council](http://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](http://oobmaine.com).)*

### **PLEDGE OF ALLEGIANCE:**

### **ROLL CALL:**

### **ACKNOWLEDGEMENTS:**

### **GOOD & WELFARE:**

### **PRESENTATION:**

Brent Bridges, Woodard and Curran, Veteran's Park Project update.

### **ACCEPTANCE OF MINUTES:**

**Accept the minutes of the 1/21/2025 Regular Town Council meeting.**

Chair: Shawn O'Neill

**PUBLIC HEARING – ORDINANCE AMENDMENTS:**

Shall the Town amend the Code of Ordinances, Chapter 58, Utilities, Section 58-58, Reimbursement of costs to residents, by changing the total septic reimbursement from \$250 to \$325.

Chair: Shawn O'Neill

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 February 18<sup>th</sup>, 2025 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 54-37, Penalty, changing the fine amount for expired parking, Section 54-187, Union Avenue, changing the parking between West Grand Avenue and the seawall, Town Hall parking and Veteran's Square parking, by adopting the underscored language and deleting the strikethrough language below:

**Sec. 54-37. Penalty.**

- (a) Any person who violates any section of this chapter shall be guilty of a traffic infraction and shall, upon adjudication, be subject to a fine of not more than \$100.00, or as stated below. All fines shall be recovered, upon complaint, to the use of the town.
- (b) Persons charged with a violation of this chapter may waive all court action by payment, to the town within 14 days of the issuance of a notice of violation, a fee in accordance with the following schedule:
  - (1) No parking in center\$ 30.00
  - (2) Parked in square35.00
  - (3) Parked facing traffic30.00
  - (4) Parking within fire hydrant limits50.00
  - (5) Parked on crosswalk50.00
  - (6) Parked too near corner30.00
  - (7) Double parked35.00
  - (8) No parking in driveway30.00
  - (9) No all-night parking30.00
  - (10) Recreational vehicles, vans, trailers, mobile homes, etc.:
    - a. No all-night parking:
      - 1. First offense50.00
      - 2. Subsequent offenses100.00
    - b. No use of public services while parked50.00
  - (11) Tow away zone50.00
  - (12) No parking30.00
  - (13) Other30.00
  - (14) Expired meter or receipt/no receipt/receipt face down~~30.00~~ \$50
  - (15) Parked overtime30.00

- (16) No parking, yellow curb or yellow line 30.00
- (17) Parked in handicap space 250.00
- (18) Parked in loading zone 35.00
- (19) Parked on sidewalk 30.00
- (20) Fire lane 50.00
- (21) Hindering snow removal 30.00
- (22) Parked in bus stop 30.00
- (23) Expired parking slip/no permit or slip Milliken Street Lot 30.00
- (24) Expired parking slip/no permit or slip Memorial Park Parking Lot 30.00
- (25) Prolonged parking—Feeding meters 30.00
- (26) No parking that takes more than one space 30.00
- (c) Any person asked to move, after first being advised by a Police Officer, and who refuses to move is subject to a fine.
- (d) Waiver fees after 14 days following issuance of a notice of violation and prior to a court appearance shall be twice the amounts set forth in the fee schedule in this section.
- (e) Any vehicle having three or more outstanding notices of violation may be towed and impounded until all fees and towing charges have been paid in full.
- (f) The fact that a vehicle is found in violation of this chapter shall be prima facie evidence of the violation by the person in whose name such vehicle is registered.

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

*Town Hall.* Upper lot ~~and Veteran's Square and lower lot parking areas~~ shall be limited to Town Hall business, ~~and the lower lot parking area (19 Imperial Street MBL: 205-3-3) and the lot immediately adjacent to the Town Hall shall be parking for employees only~~, Monday, Wednesday, Thursday and Friday from 8:00 a.m. to 4:00 p.m. and Tuesdays until 6:00 p.m. After Town Hall business hours, the lower lot parking area, the adjacent town-owned parking lot located at Veteran's Square (19 Imperial St. MBL: 205-3-3) and the upper lot parking area shall be limited to Town Hall business only, paid parking or by town-issued permit. The lower lot parking area, and the adjacent town-owned parking lot located at Veteran's Square (19 Imperial St. MBL: 205-3-3) will also be for paid parking after hours. The police chief or his designee has the right to reserve spaces for meetings being held at Town Hall. Parking restrictions during Town Hall business hours are in effect year round. Parking restrictions after Town Hall business hours are in effect the Friday before Memorial Day through Labor Day. For paid parking, the parking fee shall be an hourly rate as per the schedule of license, permit and application fees.

*Union Avenue.* Parking shall be allowed on the righthand side (side facing the ocean) of Union Avenue from Saco Avenue to First Street. No vehicle shall be parked on the lefthand side (side facing the ocean) of Union Avenue from Saco Avenue to First Street. Thirty-minute parallel parking shall be allowed on both sides of Union Avenue from First Street to West Grand

Avenue, and parking shall be allowed on ~~both sides of Union Avenue~~ the left side (side facing the ocean) from West Grand Avenue to the seawall.

*Veteran's Square.* This refers to the area which runs from Old Orchard Street to Imperial Street. There shall be no entrance onto Veteran's Square from Old Orchard Street, and a right-hand turn only shall be permitted from Veteran's Square onto Old Orchard Street. Parking shall be limited to Town Hall business only, Monday, Wednesday, Thursday and Friday from 8:00 a.m. to 4:00 p.m. and Tuesdays until 6:00 p.m. All other times shall be limited to Town Hall business, paid parking or by town-issued permit. The police chief or his designee has the right to reserve spaces for meetings being held at Town Hall. Parking restrictions during Town Hall business hours are in effect year round. Parking restrictions after Town Hall business hours are in effect May 1 the Friday before Memorial Day through September 30 Labor Day. For paid parking, the parking fee shall be an hourly rate as per the schedule of license, permit and application fees.

Per Order of the Municipal Officers this 4<sup>th</sup> day of February, 2025.

A True Copy

Attest:

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Kim M. McLaughlin, Town Clerk

**PUBLIC HEARING – BUSINESS LICENSE & APPROVALS:**

James and Sandra Fitzsimmons, (311-11-5), 48 Wesley Avenue, one (1) year-round short-term rental.

Leanai LLC, Whitney Ryan, (304-7-8), 6 East Grand Avenue, one (1) year-round rental.

Chair: Shawn O'Neill

**PUBLIC HEARING – SPECIAL AMUSEMENT PERMITS & APPROVALS:**

Dominator Golf LLC, Domenic Pugliares, Dunegrass Golf Club, (105A-1-200), 65 Wild Dunes Way, weddings and private events, inside and outside, Sunday through Saturday, 4:00 pm to 10:00 pm (no change).

Chair: Shawn O'Neill

## **TOWN MANAGER REPORT**



**NEW BUSINESS:**

**AGENDA ITEM #8690**

**Discussion with Action:** Re-appoint Gary Luca as a regular member of the Design Review Committee, term to expire 12/31/2026.

Chair: Shawn O'Neill

## **AGENDA ITEM #8691**

**Discussion with Action:** Appoint Marc Guimont as a regular member of the Comprehensive Plan Committee, term to expire 12/31/2027.

Chair: Shawn O'Neill

## **AGENDA ITEM #8692**

**Discussion with Action:** Appoint George Kerr as a regular member of the Comprehensive Plan Committee, term to expire 12/31/2025.

Chair: Shawn O'Neill

## **AGENDA ITEM #8693**

**Discussion with Action:** Approve the Pole Permit for Central Maine Power to place a pole on West Grand Avenue, 26' northeasterly of Bay Avenue.

Chair: Shawn O'Neill

Auto Fill Form for:  
4501 - 4502 - 4503

Notification: 10301143265	<input checked="" type="checkbox"/> Not Published
Work Order: 801000670714	<input type="checkbox"/> Public Notice of this application has been given by publishing the text of the same
Field Planner Name: Courtney Coro	In: <input type="text"/>
Field Planner Phone #: 207 205 0988	On: <input type="text"/>
Date: 12/19/2024	

City / Town: Old Orchard Beach
To the: <input checked="" type="checkbox"/> City
<input type="checkbox"/> Town
<input type="checkbox"/> County of: York, Maine

CMP applying for: <input checked="" type="checkbox"/> Overhead <input type="checkbox"/> URD
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1. Starting Point: Intersection of West Grand Ave and Bay Ave
2. Road (State & CMP): West Grand Ave
3. Direction: Northeasterly
4. Distance: 26' feet
5. Number of Poles: 1

TEL CO: CCI	Refer To Field Planner Web Page for selecting the appropriate Tel Co.: Home Page > Field Planner Resources > Telco Information
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If you only need 1 copy of the 4502 Form, just click "Print Form" A print dialogue will open,  
click print to print all 3 forms.

If you need multiple copies of the 4502 Form, click "Print Form" A print dialogue will open,  
again, click print to print all. After you print all, click "Print Form" again, but this time select  
print range page "3" only and select the number of copies you need

# **CENTRAL MAINE POWER COMPANY** **APPLICATION FOR POLE LOCATION OR UNDERGROUND LOCATION**

In the City/Town of: Old Orchard Beach, Maine

To the: ☒ City

☐ Town

☐ County of: York, Maine

☒ Central Maine Power hereby applies for permission to:

☒ Construct and maintain poles together with attached facilities and appurtenances upon, along or across certain streets and highways in said City/Town as described below.

☐ Construct and maintain buried cables, conduits, manholes and handholes, together with wire and cables, transformers, cutouts, and other equipment therein, under, along, and across certain streets and highways in said City/Town as described below.

☒ Central Maine Power Company and

CCI

jointly apply for permission to construct and maintain poles together with attached facilities and appurtenances upon, along or across certain streets and highways in said City/Town as described below.

1. Starting Point: Intersection of West Grand Ave and Bay Ave

2. Road (State & CMP): West Grand Ave

3. Direction: Northeasterly

4. Distance: 26' feet

5. Number of Poles: 1

☒ Overhead wires shall have a minimum clearance of 18 feet over the public highway and be constructed to conform with the requirements of the National Electric Safety Code.

☐ Buried cable facilities shall be placed at a minimum depth of 36 inches under pavement and 30 inches elsewhere and be constructed to conform with the requirements of the National Electric Safety Code.

Any person, firm, or corporation to be adversely affected by this proposed location shall file a written objection with the State Department of Transportation, City, Town or County stating the cause of said objection within fourteen (14) days after the publication of this notice or ninety (90) days after installation of facilities without publication.

☐ Public Notice of this application has been given by publishing the text of the same

☒ Not Published

In:

On:

CENTRAL MAINE POWER COMPANY

CCI

By: Courtney Coro

Date: 12/19/2024

Jessica Theriault 12/23/24

Jessica Theriault - Right of Way

Notification: 10301143265

Work Order: 801000670714

## LOCATION PERMIT

Upon the Application of Center Maine Power Company and

CCI

dated 12/19/2024

, asking for permission, in accordance with law, to construct and

maintain poles, buried cables, conduits, and transformers, together with attached facilities and appurtenances

over, under, along or across certain highways and public roads in the location described in said application,

permission is hereby given to construct, reconstruct, maintain and relocate in substantially the same location,

said facilities and appurtenances in the City / Town of Old Orchard Beach

approximately located as follows:

1. Starting Point: Intersection of West Grand Ave and Bay Ave

2. Road (State &amp; CMP): West Grand Ave

3. Direction: Northeasterly

4. Distance: 26' feet

5. Number of Poles: 1

Facilities shall consist of wood poles and appurtenances with a minimum of wire and cable not less than 18 feet over the public highway and/or buried cables or conduit and appurtenances placed a minimum depth of 36 inches under pavement and 30 inches elsewhere, all in a manner conforming to the National Electric Safety Code.

By: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Municipal Officers

Office of the \_\_\_\_\_

Received and Recorded in Book \_\_\_\_\_, Page \_\_\_\_\_

Attest: \_\_\_\_\_

Clerk

CENTRAL MAINE POWER COMPANY

SKETCH TO ACCOMPANY APPLICATION FOR POLE OR UNDERGROUND LOCATIONS

Page of

City / Town: Old Orchard Beach

Date: 12/19/2024

Street: West Grand Ave

By: Courtney Coro

Facilities to consist of wood poles and appurtenances with a minimum clearance of wire and cables not less than 21 feet over the public highway, and/or underground facilities to consist of buried cables, conduits, transformers and manholes for operation at 7200 volts to ground single phase. Construction to be suitable for future operation at a voltage not to exceed 22KV to ground single phase. Right-of-way limits indicated are based on the best field information available.

Poles/ Pads are staked. For further information call: Courtney Coro

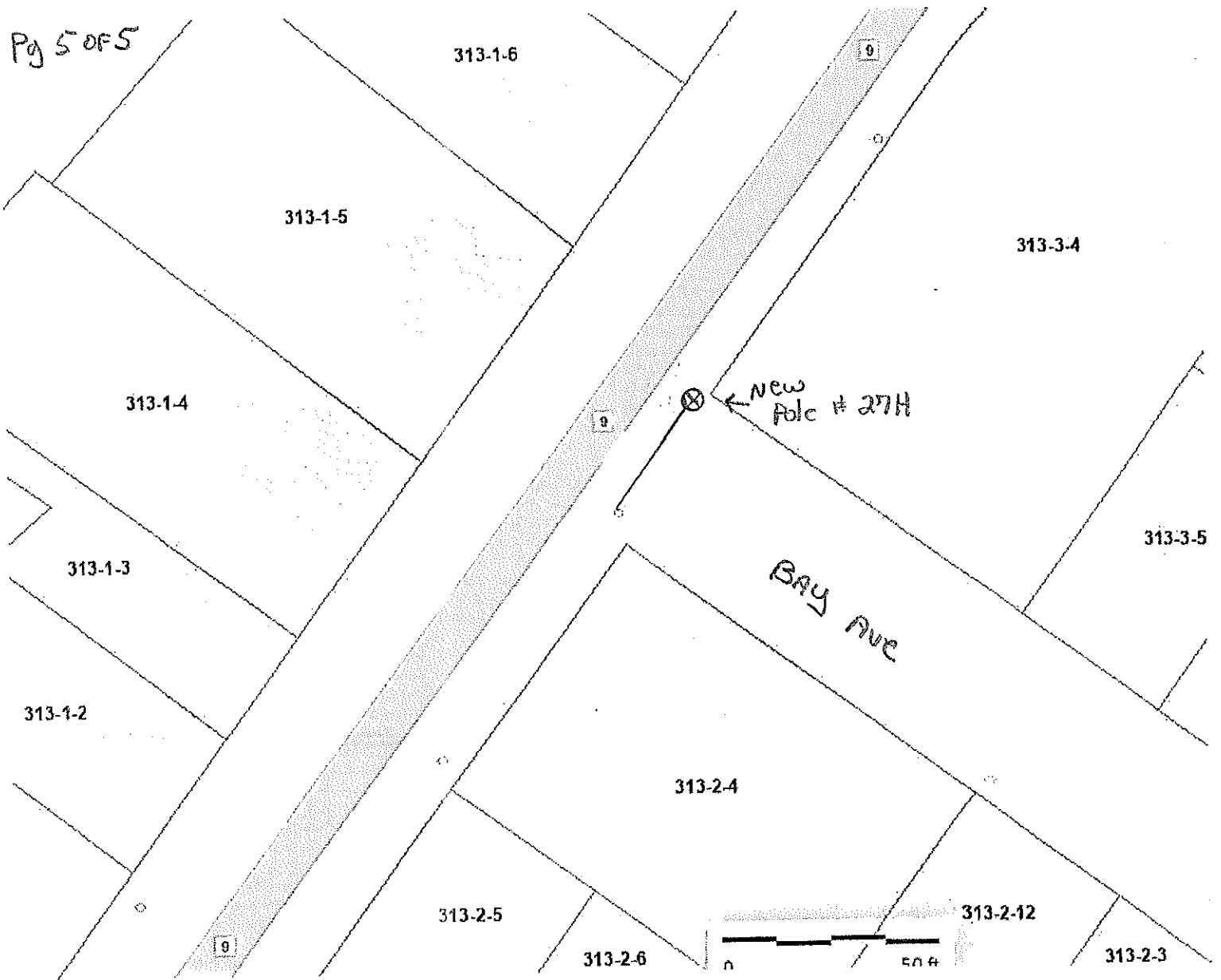
at Central Maine Power'

Company tel: 207 205 0988

Pole/Pad spans shown are approximate.

[illegible]





Pole needed to feed new Condo units



## General Administration

### Back Up Remittance Information

Billing Company Code **9310 - Central Maine Power**

Date Submitted **12/26/2024**

Vendor Name/Number **Town of Old Orchard Beach 630306**

Submitter Name

Submitter Emp ID

**Casey Monahan U356642**

Remit Address  
City, State, Zip Code  
Amount \$10.00

Check Amount:

Invoice Date **12/26/2024**

Inv./WO Ref. # **801000670714**

Description

**Check Request for Town/City Pole Permit for WO referenced above.**

For A/P Use Only

Note: Only ONE invoice per request

Revised: 02.01.2023

MISCELLANEOUS PAYMENT RECPT#: 647936  
TOWN OF OLD ORCHARD BEACH  
1 PORTLAND AVE.

OLD ORCHARD BEACH, ME 04064

DATE: 01/15/25                      TIME: 08:17:01  
CLERK: clopresti                    DEPT:  
CUSTOMER#:

COMMENT: POLE PERMIT W GRAND

CHG: TCREC    TOWN CLERK RECE                      10.00

AMOUNT PAID:                      10.00

PAID BY:                      CMP  
PAYMENT METH: CHECK  
                                148825

REFERENCE:                      CMP

AMT TENDERED:                      10.00  
AMT APPLIED:                        10.00  
CHANGE:                              .00

## **AGENDA ITEM #8694**

**Discussion with Action:** Amend the Parking Permit Policy to reflect the change from May 1st to the Friday before Memorial Day, to match the ordinance amended 9/3/2024; Chapter 54, Traffic and Vehicles, Section 114, Milliken Street Parking Lot; Section 115, Memorial Park Parking Lot; Section 142, Parking at expired meters and overtime parking; Section 160, Motorcycles; and Section 187, Restrictions and prohibitions, Town Hall.

Chair: Shawn O'Neill

TOWN OF OLD ORCHARD BEACH, MAINE  
Town Council Policy  
Parking Meters Days of Operation  
Adopted: June 15, 1994 Policy Number 94-3

The Town Council has established the following policy concerning the placement and removal of all parking meters and pay stations in on the Town of Old Orchard Beach public ways:

1. Operational: All parking meters and pay stations shall be operational by May 1<sup>st</sup> the Friday before Memorial Day and will not show an appearance of being operational before May 1<sup>st</sup> the Friday before Memorial Day.
2. Non-Operational: All Parking meters and pay stations will continue to be operational up to and including Labor Day. The day after Labor Day, they will not show an appearance of being operational.

**Adopted 6/15/94**

**Amended 4/4/17 by adding pay stations**

**Amended 6/15/21 changing from Memorial Day Weekend to Labor to May 1<sup>st</sup> until Indigenous Peoples Day**

**Amended 03/01/22 by changing end date from Indigenous Peoples Day to September 30<sup>th</sup>**

**Amended 12/05/23 changing the end date from September 30<sup>th</sup> to the day after Labor Day.**

## **AGENDA ITEM #8695**

**Discussion with Action:** Approve a line item transfer of \$62,600 from 20197-50395 Debt Service Interest Expense with a balance of \$636,305.25 to account 20197-50330 Lease Purchase Debt Service with a balance of \$20,085.53

Chair: Shawn O'Neill

## **AGENDA ITEM #8696**

**Discussion with Action:** Shall the Council approve Order # 2025-1, entitled, "Order to Authorize Lease Purchase of One (1) New Street Sweeper in the Principal Amount of \$283,500".

Chair: Shawn O'Neill

February 4, 2025: **Order # 2025-1**

Agenda: To see what action the Council will take regarding Order # 2025-1, entitled, “Order to Authorize Lease Purchase of One (1) New Street Sweeper in the Principal Amount of **\$283,500.**”

Motion: I move that the Council approve Order # 2025-1, entitled, “Order to Authorize Lease Purchase of One (1) New Street Sweeper in the Principal Amount of **\$283,500,**” and that an attested copy of this Order be filed with the minutes of this meeting.

**ORDER TO AUTHORIZE LEASE PURCHASE OF ONE (1) NEW STREET SWEEPER  
IN THE PRINCIPAL AMOUNT OF \$283,500**

BE IT ORDERED, by the Town Council of the Town of Old Orchard Beach, Maine, in Town Council assembled:

That the purchase of **One (1) New Street Sweeper with associated equipment and attachments** (the “Equipment”) with a purchase price of **\$283,500** is approved;

That under and pursuant to the Charter of the Town of Old Orchard Beach (the “Town”), including Section 409.12 of said Charter, the Town Manager and Finance Director, acting singly, are authorized to accept the proposal of **Androscoggin Bank** (the “Lessor”) to provide tax-exempt lease purchase financing for the Equipment in the principal amount of **\$283,500** to be paid in **five (5)** annual installments with interest at a rate of **5.19%** per annum, and any prior such acceptance is ratified and confirmed;

That the Town Manager and Finance Director, acting singly, are authorized to execute and deliver a lease purchase agreement with Lessor or its nominee, in the name and on behalf of the Town for the Equipment, in principal amount not to exceed **\$283,500**, in such form and on such terms not inconsistent herewith as the Town Manager or Finance Director may approve (the “Lease”);

That neither the proceeds of the Lease nor the Equipment shall be used in any manner that would cause the Lease to be an “arbitrage bond” or a “private activity bond” within the meaning of Sections 148 and 141 of the Internal Revenue Code of 1986, as amended (the “Code”);

That the Town Manager and Finance Director, acting singly, are authorized to designate the Lease, as applicable, as a qualified tax-exempt obligation within the meaning of Section 265(b)(3) of the Code;

That the Town Manager and Finance Director, acting singly, are authorized to covenant on behalf of the Town to file any information report and pay any rebate due to the United States in connection with the issuance of the Lease, and to take all other lawful actions necessary to ensure that the interest portion of the rental payments under and pursuant to the Lease will be excludable from the gross income of the owners thereof for purposes of



federal income taxation and to refrain from taking any action which would cause such interest portion of the rental payments to become includable in the gross income of the owners thereof;

That the appropriate officials of the Town are authorized to execute and deliver such other documents and certificates as may be required in connection with the Lease; and

That an attested copy of this Order be filed with the minutes of this meeting.

A true copy, attest: \_\_\_\_\_  
Kim McLaughlin, Town Clerk

January 7, 2025

Town of Old Orchard Beach  
Jordan Miles, Finance Director  
1 Portland Avenue  
Old Orchard Beach, Maine 04064

**MUNICIPAL LEASE PURCHASE PROPOSAL**

**Lessee:** Town of Old Orchard Beach

**Equipment:** One (1) new Street Sweeper with associated equipment and attachments (as more particularly described in invoices to be provided by the Lessee).

**Cost of Equipment:** \$283,500

**Lease Term:** 5 years

**Interest Rate:** 5.19% (Tax Exempt)

**Number of Payments:** 5 annual installments of principal and interest.

**Payment Amount:** \$62,577.86\* (\*Final payment may vary slightly)

**First Payment Due:** The first payment of principal and interest (if any) shall be payable at lease closing (proposed for January 29, 2025).

**Purchase Option:** One Dollar (\$1.00) at end of lease term.

**Prepayment:** There are no prepayment penalties.

**Insurance:** Prior to delivery of the leased assets, Lessee at its sole cost and expense, will provide all-inclusive physical damage and liability insurance in the joint names of the Lessee and Lessor, in amounts satisfactory to Lessor, and forward proof of said coverage to Lessor.

**Title:** Lessee shall be listed as owner and Lessor listed as lien holder on BMV title forms, and UCC filing documents I required. (Lessor will also hold a security interest in any lease escrow account established by the Lessee for this transaction).

**Non-appropriation:** The lease will contain a non-appropriation clause.

**Confirmation:** Lessee to confirm that anticipated total borrowings for 2025

year will not exceed Ten Million dollars (\$10,000,000.00), making the lease "Bank Qualified".

**Type of Lease:** The lease shall be considered a Municipal Lease/Purchase by all parties. Lessee is a State or a political subdivision thereof, within the meaning of Section 103 of the Internal Revenue Code of 1986.

**Advances / Deposits:** If Lessor advances any deposits or pays any invoices prior to Delivery and Acceptance of the equipment by Lessee, interest will accrue at the above rate on said payments and be due at closing.

**Legal Opinion:** Leases greater than One Hundred Thousand dollars (\$100,000.00) require Lessee to provide an Opinion of Counsel. Said opinion must contain a statement that the lease represents a valid and binding obligation of the lessee and further that the lease is a "qualified tax exempt obligation" for the purposes of Section 265 (b) (3) (B) (ii) of the Internal Revenue Code of 1986, as amended.

**Financial Data:** Lessee will provide Androscoggin Bank with its most recent audited financial statement, current year's budget, annual report, a copy of meeting minutes or Board order approving the transaction, and any other supporting data requested during the term of the lease.

**Lease Rates:** This Lease request will be closed within 60 days of the original proposal date, or the stated rate will be subject to change based on public sector rates then existing in the market.

**Expiration:** This lease proposal shall expire if not accepted by a duly qualified Lessee official by 5:00 PM on January 31, 2025.

Thank you for the opportunity to present this lease proposal for consideration. If you are in agreement with the terms of the proposal, please sign and return it. Should you have any questions regarding this proposal, please contact me at 207-330-0531.

Sincerely,



John Simko, Senior Vice President  
Director of Government Banking

**AWARD / ACKNOWLEDGEMENT (please sign and return via email):**

This proposal is accepted and this financing is awarded to Androscoggin Bank.

\_\_\_\_\_  
Name & Title

\_\_\_\_\_  
Date:

# **Lease Amortization Schedule - Town of Old Orchard Beach** **5-Year Lease**

Annual Rate 5.19%

	Start Date	Amount	Number	Period	End Date
Lease	1/29/2025	\$283,500.00	1		
Payment	1/29/2025	\$62,577.86	5	Annual	1/29/2029

<u>Date</u>	<u>Payment</u>	<u>Interest</u>	<u>Principal</u>	<u>Balance</u>
1/29/2025	\$62,577.86		\$ 62,577.86	\$ 220,922.14
1/29/2026	\$ 62,577.86	\$ 11,465.86	\$ 51,112.00	\$ 169,810.14
1/29/2027	\$ 62,577.86	\$ 8,813.15	\$ 53,764.72	\$ 116,045.42
1/29/2028	\$ 62,577.86	\$ 6,022.76	\$ 56,555.10	\$ 59,490.31
1/29/2029	\$ 62,577.86	\$ 3,087.55	\$ 59,490.31	\$ (0.00)
<u>Totals</u>	<u>\$312,889.31</u>	<u>\$ 29,389.31</u>	<u>\$ 283,500.00</u>	



January 28, 2025

Town of Old Orchard Beach  
1 Portland Avenue  
Old Orchard Beach, ME 04064  
ATTN: Jordan Miles, Finance Director

**MUNICIPAL LEASE PURCHASE PROPOSAL**

<b>Lessee:</b>	Town of Old Orchard Beach
<b>Equipment:</b>	2025 Global MS Street Sweeper
<b>Cost of equipment:</b>	\$283,500.00
<b>Amount financed:</b>	\$283,500.00
<b>Lease term:</b>	5 years
<b>No. of payments:</b>	5 annual
<b>Interest rate:</b>	5.55% fixed
<b>Payment schedule:</b>	\$63,099.36
<b>Commencement date:</b>	February 3, 2025
<b>First payment due:</b>	February 15, 2025
<b>Purchase option:</b>	One dollar (\$1.00) at end of lease term.
<b>Prepayment:</b>	There are no prepayment penalties.
<b>Insurance:</b>	Prior to delivery of the leased assets, Lessee at its sole cost and expense, will provide all-inclusive physical damage and liability insurance in the joint names of the Lessor and Lessee, in amounts satisfactory to Lessor.
<b>Title (if required):</b>	Lessee listed as owner and Lessor listed as lien holder.
<b>Non-appropriation:</b>	The lease will contain a non-appropriation clause.
<b>Confirmation:</b>	The anticipated total borrowing for 2025 will not exceed Ten Million dollars (\$10,000,000.00), making this lease <b>"Bank Qualified"</b> .
<b>Type of lease:</b>	This lease shall be considered a <b>Municipal Lease/Purchase</b> by all parties. Lessee is a state or a political subdivision thereof, within the meaning of Section 103 of the Internal Revenue Code of 1986.

**Advances or deposits:** If Lessor advances any deposits or pays any invoices prior to Delivery and Acceptance of the equipment by lessee, interest will accrue at the above rate and be due at closing.

**Legal opinion:** **Leases greater than \$100,000 require an Opinion of Counsel.** The opinion must include a statement that the lease represents a valid and binding obligation of the lessee and further that the lease is a "qualified tax exempt obligation" for the purposes of Section 265 (b) (3) (B) (ii) of the Internal Revenue Code of 1986, as amended.

**Financial information:** Lessee will provide MCB Leasing, LLC with most recent Audited Financial Statements, current year budget, Annual Report, a copy of the meeting minutes or council order approving the transaction and any other supporting data requested during the term of the lease.

**Lessor's proposal:** This lease proposal is subject to final credit review and not binding until accepted by lessor. Lessor may withdraw the proposal at any time if any adverse information relating to the lessee's affairs is discovered prior to any lease closing. Lease rates are subject to change according to the FHLBB daily advance rates.

**Expiration of proposal:** This lease proposal shall expire if not accepted by a qualified official by 5:00 p.m. on February 28, 2025.

Thank you for the opportunity to present this lease proposal to you. If you are in agreement with the terms of the proposal, please sign and return it with the proper credit information. If you have any questions, please contact me at 222-1498.

Sincerely,



Frederick G. Proctor, Vice President  
MCB Leasing, LLC  
207-222-1498

**E-mail:** rproctor@maine.bank

**AWARD ACKNOWLEDGMENT:**

**This proposal is accepted and this financing  
is awarded to MCB Leasing, LLC**

\_\_\_\_\_  
**Name and Title**

\_\_\_\_\_  
**Date:**

Compounding Period: Annual

Nominal Annual Rate: 5.550%

**Cash Flow Data - Leases and Lease Payments**

	Event	Date	Amount	Number	Period	End Date
1	Lease	02/03/2025	283,500.00	1		
2	Lease Payment	02/15/2025	63,099.36	5	Annual	02/15/2029

**TValue Amortization Schedule - Normal, 365 Day Year**

	Date	Lease Payment	Interest	Principal	Balance
Lease	02/03/2025				283,500.00
1	02/15/2025	63,099.36	517.29	62,582.07	220,917.93
<b>2025 Totals</b>		<b>63,099.36</b>	<b>517.29</b>	<b>62,582.07</b>	
2	02/15/2026	63,099.36	12,260.95	50,838.41	170,079.52
<b>2026 Totals</b>		<b>63,099.36</b>	<b>12,260.95</b>	<b>50,838.41</b>	
3	02/15/2027	63,099.36	9,439.41	53,659.95	116,419.57
<b>2027 Totals</b>		<b>63,099.36</b>	<b>9,439.41</b>	<b>53,659.95</b>	
4	02/15/2028	63,099.36	6,461.29	56,638.07	59,781.50
<b>2028 Totals</b>		<b>63,099.36</b>	<b>6,461.29</b>	<b>56,638.07</b>	
5	02/15/2029	63,099.36	3,317.86	59,781.50	0.00
<b>2029 Totals</b>		<b>63,099.36</b>	<b>3,317.86</b>	<b>59,781.50</b>	
<b>Grand Totals</b>		<b>315,496.80</b>	<b>31,996.80</b>	<b>283,500.00</b>	

Last interest amount decreased by 0.01 due to rounding.

<b>ANNUAL PERCENTAGE RATE</b>	<b>FINANCE CHARGE</b>	<b>Amount Financed</b>	<b>Total of Payments</b>
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments as scheduled.
<b>5.549%</b>	<b>\$31,996.80</b>	<b>\$283,500.00</b>	<b>\$315,496.80</b>

### **AGENDA ITEM #8697**

**Discussion with Action:** Approve the quote from Allied Equipment, LLC for the purchase of a new 2025 Global M3 High Performance Mechanical Street Sweeper in the amount of \$283,500.00 to be funded by a tax-exempt lease purchase agreement through Androscoggin Bank, at 5.19% with annual payments for five (5) years in the amount of \$62,600.00 from account number 20197-50330 Lease Purchase Debt Service with a balance of \$82,685.53.

Chair: Shawn O'Neill



Allied Equipment, LLC  
 4 Cal's Way - PO Box 455  
 Hartland, Maine USA 04943  
 833-255-4331 ph  
 207-512-1434 fax

# Quote

Date	Quote #
1/3/2025	3472

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



Rep	Project
JC	

Item	Description	Qty	Cost	Total
GS-M3-HD	New, 2025 Global M3 High Performance Mechanical Street Sweeper: -Global ROPS front center drive safety cab -Dual Wide Sweep Gutter Brooms for full 120" swept path -12' 5" Turning Radius -5.5 Cubic Yard capacity stainless steel hopper -Hydrostatic Drive -Full Suspension -Factory A/C -Back Up Camera -230 Gallon Water Capacity -Cummins 130HP Drive Engine - Tier 4 final -Heavy Sweep Package with 11 flight elevator -Triple Pump system with independant hydrostatic control of all broom, drive, and sweep functions -swing out radiators for full engine access -Full safety lighting package  -Hopper and elevator flushing system -complete, prepped, and Delivered with Operator and Service Training  WARRANTY - 1 year, parts and labor	1	318,500.00	318,500.00
Equip Misc - Sales	TRADE IN - Old Orchard Beach used Global M3 Sweeper	1	-35,000.00	-35,000.00
	A signature of intent to purchase on this quote does not hold the town of Old Orchard Beach Liable to purchase in the case of non funding. Jason Curtis - Territory Manager, Allied Equipment			
Jason Curtis		Sales Tax (5.5%) \$0.00		
		Total \$283,500.00		

## **AGENDA ITEM #8698**

**Discussion with Action:** Approve the proposal from Woodard & Curran for Value Engineering, Construction Inspection and Administration services for the Veteran's Memorial Park Improvements Project for a total amount not to exceed \$55,000 from the following accounts: \$4,500.00 from account number 20152-50300 Veterans Memorial Park Professional Engineering with a balance of \$4,500.00, and \$50,500 from account number 50002-50812 CIP Memorial Park Improvements with a balance of \$854,125.44.

Chair: Shawn O'Neill

Via Electronic Mail

January 24, 2025



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

Re: Proposal for Professional Engineering Services  
Veterans Memorial Park Improvements – Construction Phase Services

Dear Diana:

Thank you for the opportunity to submit this proposal to the Town of Old Orchard Beach (Town) for construction administration and part-time observation services for the Veterans Memorial Park Improvements project (the Project). We have developed this scope of work based on discussions with the Town and the anticipated construction schedule.

## **PROJECT UNDERSTANDING**

The Town is moving forward with the construction of select improvements to the existing Veterans Memorial Park. These improvements include landscaping, walkways, park entrance plaza, irrigation, lighting, and electrical upgrades. Woodard & Curran performed design and bidding support services for the Project under a previously executed separate contract.

## **SCOPE OF SERVICES**

Woodard & Curran will utilize the construction design documents developed under a previous contract to perform construction administration and observational field services for the Project. These construction phase services will commence upon issuance of the Construction Contractor's Notice to Proceed and conclude upon issuance of the Notice of Completion. For budgetary purposes, we have assumed a 20-week construction period to achieve substantial completion, followed by a 3-week period in which the Contractor will complete punch list items to achieve final completion.

This Scope of Services also includes a task for value engineering support services, which includes Woodard & Curran working closely with the contractor throughout the bidding and negotiation phase to reduce the construction cost from the bid price of \$1.4M to be within the Town's allocated budget of \$1.0M. We were hopeful that with a competitive bidding climate that we could get close to what the Town and the committee had desired however it was hard attract bidders and it is fortunate that RJ Grondin was interested in working with the Town.

Our Scope of Services for this Project is broken down into the following Tasks:

- Task 1 – Value Engineering and Revisions to Contract Documents
- Task 2 – Construction Administration (CA)
- Task 3 – Construction Observations



The Scope of Services for the above Tasks are discussed in more detail below.

### **Task 1 – Value Engineering and Revisions to Contract Documents**

The project was put out to bid on October 4, 2024, and received one bid on November 4, 2024, from R.J. Grondin and Sons of Gorham, ME (R.J. Grondin) for a total base bid construction cost of \$1.4 million. Since the bid was received, Woodard & Curran has worked closely with R.J. Grondin to identify and evaluate value engineering opportunities to bring the project within the Town's budget. These opportunities have resulted in project scope changes, which will need to be incorporated into the project's contract documents. This task also includes attendance at a meeting with the Veteran's Memorial Park Committee in Old Orchard Beach to present the changes to the project scope resulting from the value engineering effort.

### **Task 2 – Construction Administration (CA)**

Woodard & Curran will provide general administration of the construction contract while acting as the Town's engineering representative. The budget for this task assumes a maximum of 4 hours per week of office support for construction administration services for a 20-week construction period. As part of this task, Woodard & Curran will provide the following services:

- Participate in a pre-construction meeting prior to commencement of work at the site.
- Participate in bi-weekly construction meetings. For purposes of this Agreement bi-weekly meetings are budgeted for a total of 10 meetings.
- Review contractor submittals such as shop drawings, product data and other information to be incorporated into the work for the limited purpose of checking for conformance with the design concept and with the construction documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto.
- Provide clarifications and interpretations for the Contractor including response to requests for information (RFI's) and issuance of work orders.
- Maintain job files and records as they relate to the Construction Contract.
- Advise the Town of Project developments, including conditions and circumstances that may cause delays in the project schedule, increase costs, or otherwise may be inconsistent with the Owner's expectations.
- Advise the Town of necessary or desirable changes in the Project. Assist in negotiation of the Contractor's proposals for these changes and submit recommendations to the Town. Establish and implement a change order monitoring system and report on job cost events, including approved change orders, pending change orders, and anticipated change orders. Establish a timeline for the change process that does not interfere with the progress of the work.
- Develop and implement procedures for prompt review and processing of applications for payment from the Contractor for progress and final payments, including verification of work completed, making recommendations to the Owner for payment, and maintaining record of Project expenditures.



### **Task 3 – Construction Observations**

Woodard & Curran will provide part-time construction observation services for a 20-week construction period. Woodard & Curran has budgeted an average of 4 hours per week for site visits for our staff. The construction observation services will commence upon Contractor mobilization and end upon Notice of Substantial Completion. The following services will be provided by Woodard & Curran's representative as they are observed during their time onsite.

- Make visits to the site as requested by the Town and coordinate milestone events with the Contractor to observe the progress and quality of the Contractor's work as an experienced and qualified design professional. Woodard & Curran will prepare an observation report with photographs for each site visit.
- Perform on-site observation of the progress and quality of the construction to determine in general if the work is being performed in conformance with the contract documents. Woodard & Curran will notify the Town immediately if the work does not conform to the contract documents or requires special inspection or testing.
- Monitor Contractor's schedules on an ongoing basis and alert the Town to conditions that may lead to delays in the completion of the work.
- Monitor erosion and sedimentation controls during site visits.
- Review applications for payment and verify quantities and percentage of work complete.
- Notify the Town if work requiring shop drawings or product data samples has commenced before such submittals have been reviewed.
- Woodard & Curran representatives will not authorize deviations from the Contract Documents, approve substitute materials or equipment unless authorized in writing by the Town, or assume any responsibilities of the Contractor's superintendent or subcontractors. Woodard & Curran will not have control of, or be responsible for construction means, methods, techniques, sequences, procedures or safety. Woodard & Curran will not order the Contractor to stop the work, or any portion thereof, unless specifically directed by the Town in writing.
- Following notice from Contractor that Contractor considers the entire Project ready for its intended use, in company with Town and Contractor, conduct an inspection to determine if the Project is Substantially Complete. If, after considering any objections of the Town, Woodard & Curran considers the Project Substantially Complete, Woodard & Curran shall deliver a certificate of Substantial Completion to the Town and Contractor.
- Develop a punch list of items needed to achieve Final Completion in advance of the final inspection.
- Conduct a final inspection to determine if the completed work of Contractor is acceptable so that Woodard & Curran may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Woodard & Curran shall provide notice that the Project is acceptable to the best of Woodard & Curran's knowledge, information and belief and based on the extent of the services provided by Woodard & Curran under this Agreement.



## ASSUMPTIONS AND CLARIFICATIONS

The proposed scope of work and fee is based on the following assumptions and clarifications:

- The Town will be responsible for review and execution of Contractor Applications for Payment.
- The Town and Contractor will be responsible for preparing an as-built plan that accurately depicts underground utilities and site features, including any deviations from the approved permitting drawings.
- Site visits and observations by Woodard & Curran are not intended to be exhaustive or to extend to every aspect of Contractor's work in progress, but rather are to be limited to spot checking and similar methods of general observation of the Work based on Woodard & Curran's exercise of professional judgment.

## BUDGET

Woodard & Curran proposes a lump sum budget of not-to-exceed \$55,000 to perform services described within this proposal, invoiced monthly. We will communicate with the Town on our efforts relative to this budget and work requested. We will not exceed this budget without the written authorization from the Town.

Task	Total Fee	Billing Method
Task 1 – Value Engineering and Revisions to Contract Documents	\$7,500	Lump Sum
Task 2 – Construction Administration	\$27,500	Lump Sum
Task 3 – Construction Observations	\$20,000	Lump Sum
<b>Total</b>	<b>\$55,000</b>	

## SCHEDULE

The schedule assumes a total active construction period of 20 weeks. Construction administration services will begin upon the Town's issuance of the Notice to Proceed to the Contractor. Construction observation services will begin upon Contractor mobilization. Additional design and permitting updates will be completed prior to Contractor mobilization. Construction administration and observation services will terminate on Notice of Completion to the Contractor.

## TERMS AND CONDITIONS

The Scope of Services will be completed in accordance with the terms and conditions of the Master Professional Services Agreement between Woodard & Curran, Inc. and The Town of Old Orchard Beach dated April 14, 2021.



**CLOSING**

We greatly appreciate this opportunity to offer our services. If you accept this proposal and wish to proceed with the Scope of Services, please sign the Authorization To Proceed below and return a copy for our files.

Please feel free to contact me at 207-558-3807 (bbridges@woodardcurran.com) or Caitlin Suhr at 207-558-3707 (csuhr@woodardcurran.com) if you have any questions regarding this proposal or require any further information.

Sincerely,

WOODARD & CURRAN, INC.

A handwritten signature in blue ink that reads 'Brent M. Bridges'.

Brent M. Bridges, PE  
Vice President

cc: Caitlin Suhr, PE, Woodard & Curran

**AUTHORIZATION TO PROCEED  
TOWN OF OLD ORCHARD BEACH**

_____ Signature	_____ Date
_____ Name (printed)	
_____ Title	

## **AGENDA ITEM #8699**

**Discussion with Action:** Approve the bid from RJ Grondin and Sons, Gorham, ME for the Veteran's Memorial Park Improvements for a total amount not to exceed \$1,100,000.00 from account number 50002-50812 CIP – Memorial Park Improvements with a balance of \$854,125.44, and the balance of \$296,374.56 to be appropriated in the FY 26 CIP - Memorial Park Improvements account number 50002-50812.

Chair: Shawn O'Neill

## **ADJOURNMENT**

Chair: Shawn O'Neill



Via Electronic Mail

January 29, 2025



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

Re: Veterans Memorial Park Improvements  
Recommendation to Award

Dear Diana:

Woodard & Curran has reviewed the bid received for the Veterans Memorial Park Project, which was submitted by R.J. Grondin and Sons of Gorham, ME (R.J. Grondin) on Monday, November 4, 2024. The total bid, including the Base Bid and Alternates 1 and 2, was \$2,389,602.50 (Base Bid= \$1,427,395.00, Alternate 1 for the concrete sidewalk along Staples Street for \$376,457.50, Alternate 2 for concrete walkways instead of stone dust for all the interior walkways for \$585,750.00). Excluding the Alternates, the Base Bid exceeded the Town's allocated budget for the project. Based on this, and our conversations with your office to date, Woodard & Curran has coordinated with R.J. Grondin to evaluate value engineering alternatives to bring the project's base bid cost closer to the Town's allocated budget.

Over the past couple of months, Woodard & Curran has worked with R.J. Grondin to reduce the base bid to \$1,038,584.75. This price does not include any construction contingency, and we recommend carrying a 5% contingency to account for unexpected field conditions and items that may arise during construction.

The value engineering effort included evaluating different materials and revising the scope of work, with the goal of maintaining the overall intent of the project. Some of the value engineering items include loam and seed in lieu of landscaping, precast stairs in lieu of cast-in place, reduced width conventional stone dust walkways in lieu of widened additive stone dust walkways with steel edging, pavers in lieu of concrete at the main entrance and lower memorial area, revisions to drainage, lighting, and electrical scope, and utilizing an alternative manufacturer for the retaining and seat walls.

Based on the review of R.J. Grondin's bid, Woodard & Curran did not discover any information that would preclude the Town from selecting R.J. Grondin as the qualified and responsive low bidder. Therefore, we recommend the Town award the contract to R.J. Grondin for the cost of \$1,038,584.75 and provide for a construction contingency of 5% which would bring the total project construction amount to \$1,100,000. The contract cost excludes Alternates 1 and 2, which Woodard & Curran understands the Town does not intend to move forward with at this time.

Please review the information provided herein and advise us in writing if the Town intends to award a contract to R.J. Grondin. If so, in accordance with our Agreement, we will then prepare and forward a Notice of Award to be issued on Town letterhead.



If you have any additional questions, please do not hesitate to contact me at (207) 558-3807 or [bbridges@woodardcurran.com](mailto:bbridges@woodardcurran.com).

Sincerely,

Woodard & Curran, Inc.

A handwritten signature in blue ink that reads "Brent Bridges".

Brent Bridges, P.E.  
Vice President

cc: Caitlin Suhr, PE, Woodard & Curran

**SECTION 00 41 01**

**BID FORM**

**ARTICLE 1 – DEFINED TERMS**

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

**ARTICLE 2 – BID RECIPIENT**

- 2.01 This Bid is submitted to:

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

- 2.02 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 3 – BIDDER’S ACKNOWLEDGEMENTS**

- 3.01 Bidder accepts all of the terms and conditions of the Bidding Documents including, without limitation:
- A. those dealing with disposition of Bid security;
  - B. those included in the Supplementary Instructions to Bidders;
  - C. insurance and bonding requirements (Payment Bond and Performance Bond each equal to 100% of the total Contract Price) set forth in the General Conditions and Supplementary Conditions, if any;
  - D. Contract Times as set forth in the Agreement; and
  - E. provisions for liquidated damages as set forth in the Agreement.
- 3.02 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.

3.03 Bidder acknowledges receipt of the following Addenda.

Addendum No.	Addendum Date
Addendum 1	10-17-2024
Addendum 2	10-25-2024
Addendum 3	10-31-2024

3.04 Bidder acknowledges the representations and certifications included in Section 00 45 05 are made a condition of the Bid.

#### ARTICLE 4 – BASIS OF BID

4.01 Bidder shall submit Bids for the base Bid and all Alternates. However, a single Contract, if awarded, will be awarded at the Owner's option in accordance with Article 19 of Section 00 21 13, Instructions to Bidders. **Bidder must complete all items.** Unit pricing for Alternates must be the same as used in the base Bid for the same items of Work.

#### BID PRICES SHALL EXCLUDE SALES AND USE TAX.

Base Bid					
Pay Item	Description	Unit	Quantity	Unit Cost	Total Cost
1	Mobilization/Demobilization	LS	1	99,900.00	99,900.00
2	Site Demolition and Off-Site Disposal	LS	1	18,800.00	18,800.00
3	Erosion and Sediment Control and Tree Protection	LS	1	34,700.00	34,700.00
4	Traffic Control	LS	1	13,500.00	13,500.00
5	Lighting	LS	1	164,000.00	164,000.00
6	Site Electrical	LS	1	147,900.00	147,900.00
7	Electrical Service Allowance	ALLOW	1	\$15,000	\$15,000.00
8	Landscaping	LS	1	80,000.00	80,000.00
9	Pétanque Court	LS	1	15,300.00	15,300.00
10	Park Features	LS	1	186,800.00	186,800.00
11	Stone Dust Walkway (Base Bid Only)	SY	1500	120.50	180,750.00
12	Concrete Walkway	SY	525	511.00	268,275.00
13	Granite Curb	LF	120	128.50	15,420.00

**ADDENDUM 02 – October 25, 2024**  
**WOODARD & CURRAN**

**BID FORM**  
**00 41 01-2**

14	Pavement	SY	50	126. <sup>00</sup>	6,300. <sup>00</sup>
15	Irrigation System	LS Allow	1	\$25,000	25,000. <sup>00</sup>
16	Retaining Walls and Seat Walls	LS	1	137,400. <sup>00</sup>	137,400. <sup>00</sup>
17	Drainage Improvements	LS	1	18,350. <sup>00</sup>	18,350. <sup>00</sup>

**TOTAL BASE BID PRICE (based on Unit Price Schedule above and excluding Alternates)**

one million and four hundred twenty seven thousand  
and three hundred ninety five Dollars and \$ 1,427,395.<sup>00</sup>  
(Use figures)

zero Cents  
(Use words)

- 4.02 Unit Prices have been computed in accordance with Paragraph 11.03.A of the General Conditions and Supplementary Conditions, if any.
- 4.03 Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for unit price items will be based on actual quantities determined and based on the unit prices included above, as provided in the General Conditions and Supplementary Conditions, if any.

**ALTERNATES (IF AWARDED BY OWNER)**

**BID PRICES FOR ALTERNATES SHALL EXCLUDE SALES AND USE TAX.**

**ALTERNATE 1 BID SCHEDULE - ADD STAPLES STREET SIDEWALK:** Unit pricing for Alternates must be the same as used in the base Bid for the same items of Work.

Bid Alternate 1					
Pay Item	Description	Unit	Quantity	Unit Cost	Total Cost
A1.1	Concrete Sidewalk	SY	325	511. <sup>00</sup>	166,075. <sup>00</sup>
A1.2	Maintenance and Protection of Traffic	LS	1	30,555. <sup>00</sup>	30,555. <sup>00</sup>
A1.3	Granite Curb	LF	525	128.50	67,462. <sup>50</sup>
A1.4	Pavement	SY	225	126. <sup>00</sup>	28,350. <sup>00</sup>

A1.5	Pavement Markings	LS	1	3,165.00	3,165.00
A1.6	Retaining Wall and Fencing	LS	1	25,550.00	25,550.00
A1.7	Demolition, Disposal, and Restoration	LS	1	55,300.00	55,300.00

**TOTAL ALTERNATE 1 BID PRICE** (based on Unit Price Schedule above).

three hundred seventy six thousand  
and four hundred fifty seven Dollars and  
fifty Cents \$ 376,457.50  
(Use words) (Use figures)

**ALTERNATE 2 BID SCHEDULE – CHANGE TO CONCRETE WALKWAYS:** Unit pricing for Alternates must be the same as used in the base Bid for the same items of Work.

Bid Alternate 2					
Pay Item	Description	Unit	Quantity	Unit Cost	Total Cost
A2.1	Stone Dust Walkway (Deduct)	SY	1500	-120.50	-180,750.00
A2.2	Concrete Walkway	SY	1500	511.00	766,500.00

**TOTAL ALTERNATE 2 BID PRICE** (based on Unit Price Schedule above).

five hundred and eighty five thousand  
and seven hundred fifty Dollars and  
zero Cents \$ 585,750.00  
(Use words) (Use figures)

Unit Prices have been computed in accordance with Paragraph 11.03.A of the General Conditions and Supplementary Conditions, if any.

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for unit price items will be based on actual quantities determined and based on the unit prices included above, as provided in the General Conditions and Supplementary Conditions, if any.

#### ARTICLE 5 – TIME OF COMPLETION

- 5.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions and Supplementary Conditions, if any, on or before the dates or within the number of calendar days indicated in the Agreement.
- 5.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

#### ARTICLE 6 – ATTACHMENTS TO THIS BID

- 6.01 The following documents are fully completed, submitted with and made a part of and a condition of this Bid.

☒ 00 43 13 Bid Bond

OR

☐ Required Bid security in the form of \_\_\_\_\_

##### Supplements

☒ 00 43 40 Information, Schedules and Data including required documents and submittals specified

☒ 00 45 05 Bidder's Representations and Certifications including required documents and submittals specified

☒ 00 45 13 Bidder's Qualifications

☒ 00 45 19 Non-collusion Affidavit

**ARTICLE 7 – COMMUNICATIONS WITH BIDDER**

7.01 Communications concerning this Bid shall be addressed to:

Name

Solo Burbank

Title

Estimator / PM

Business Address

11 Bartlett Rd Gorham

ME 04038

Telephone No.

207-854-1147

Email address

Estimators@jgrandin.com



0233371.11  
Issue Date: October 2024

Old Orchard Beach Veterans Memorial Park  
Old Orchard Beach, ME

**ARTICLE 8 – BID SUBMITTAL**

SUBMITTED ON: <u>November 4, 2024</u>
EIN/FEIN: <u>01-0279685</u>

8.01 This Bid is submitted by:

**A Corporation**

Corporation Name: R.J. Grondin + Sons

State of incorporation: Maine

Type: Corporation

(General Business, Professional, Service, other)

By: 

(Signature – attach evidence of authority to sign)

Name (typed or printed): Julie E. Turner

Title: Treasurer

(CORPORATE SEAL)

Attest: 

(Signature of Corporate Secretary)

Business Address: 11 Bartlett Rd Gorham

ME 04038

Phone Nos: 207-854-1147

Email address: Estimatorse@rjgrondin.com

Date of qualification to do business as out-of-state corporation: \_\_\_\_\_

0233371.11  
Issue Date: October 2024

Old Orchard Beach Veterans Memorial Park  
Old Orchard Beach, ME

**A Limited Liability Company (LLC)**

LLC Name: \_\_\_\_\_

State in which organized: \_\_\_\_\_

By: \_\_\_\_\_

*(Signature – attach evidence of authority to sign)*

Name (typed or printed): \_\_\_\_\_

Title: \_\_\_\_\_

Business Address: \_\_\_\_\_

Phone Nos: \_\_\_\_\_

Email address: \_\_\_\_\_

**A Joint Venture**

First Joint Venturer Name: \_\_\_\_\_

By: \_\_\_\_\_

*(Signature – attach evidence of authority to sign)*

Name (typed or printed): \_\_\_\_\_

Title: \_\_\_\_\_

Business Address: \_\_\_\_\_

Phone Nos: \_\_\_\_\_

Email address: \_\_\_\_\_

0233371.11  
Issue Date: October 2024

Old Orchard Beach Veterans Memorial Park  
Old Orchard Beach, ME

Second Joint Venturer Name: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature – attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

Title: \_\_\_\_\_

Business Address: \_\_\_\_\_  
\_\_\_\_\_

Phone Nos: \_\_\_\_\_

Email address: \_\_\_\_\_

(Each joint venturer must sign. The manner of signing for each individual, partnership, corporation and limited liability company that is a party to the joint venture should be in the manner indicated above.)

**A Partnership**

Partnership Name: \_\_\_\_\_ (SEAL)

By: \_\_\_\_\_  
(Signature of general partner – attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

Business Address: \_\_\_\_\_  
\_\_\_\_\_

Phone Nos: \_\_\_\_\_

Email address: \_\_\_\_\_

**ADDENDUM 02 – October 25, 2024**  
**WOODARD & CURRAN**

**BID FORM**  
**00 41 01-9**

0233371.11  
Issue Date: October 2024

Old Orchard Beach Veterans Memorial Park  
Old Orchard Beach, ME

**An Individual**

Name (*typed or printed*): \_\_\_\_\_

By: \_\_\_\_\_  
(*Individual's signature*)

Doing business as: \_\_\_\_\_

Business Address: \_\_\_\_\_  
\_\_\_\_\_

Phone Nos: \_\_\_\_\_

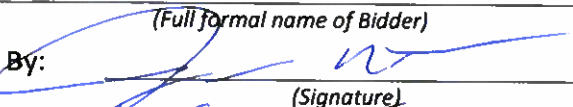
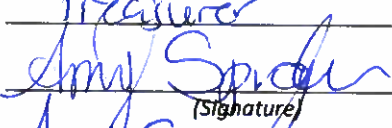

Email address: \_\_\_\_\_

**END OF SECTION**

**ADDENDUM 02 – October 25, 2024**  
**WOODARD & CURRAN**

**BID FORM**  
**00 41 01-10**

## BID BOND (PENAL SUM FORM)

<b>Bidder</b> Name: <b>R.J. GRONDIN &amp; SONS</b> Address (principal place of business): <b>11 Bartlett Road</b> <b>Gorham, ME 04038</b>	<b>Surety</b> Name: <b>BERKLEY INSURANCE COMPANY</b> Address (principal place of business): <b>AGENCY: P.O. Box 511</b> <b>Concord, NH 03302-0511</b>
<b>Owner</b> Name: <b>TOWN OF OLD ORCHARD BEACH</b> Address (principal place of business): <b>1 Portland Avenue</b> <b>Old Orchard Beach, ME 04064</b>	<b>Bid</b> Project (name and location): <b>VETERANS MEMORIAL PARK SITE IMPROVEMENTS PROJECT, OLD ORCHARD BEACH, MAINE</b>  Bid Due Date: <b>October 28th, 2024</b>
<b>Bond</b> Penal Sum: <b>FIVE PERCENT OF AMOUNT BID</b> Date of Bond: <b>October 28th, 2024</b>	
Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.	
<b>Bidder</b> <b>R.J. GRONDIN &amp; SONS</b> <small>(Full formal name of Bidder)</small> By:  <small>(Signature)</small> Name: <u>Julie F. Turner</u> <small>(Printed or typed)</small> Title: <u>Treasurer</u> Attest:  <small>(Signature)</small> Name: <u>Amy Sprague</u> <small>(Printed or typed)</small> Title: <u>Office Administrator</u>	<b>Surety</b> <b>BERKLEY INSURANCE COMPANY</b> <small>(Full formal name of Surety) (Corporate seal)</small> By:  <small>(Signature) (Attach Power of Attorney)</small> Name: <u>Paula J. Cantara</u> <small>(Printed or typed)</small> Title: <u>Attorney-In-Fact</u> Attest: <u>Hannah Abbott</u> <small>(Signature)</small> Name: <u>Hannah Abbott</u> <small>(Printed or typed)</small> Title: <u>Account Manager</u>
<small>Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.</small>	

1. 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.
2. 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.
6. 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.
9. 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.

**POWER OF ATTORNEY  
BERKLEY INSURANCE COMPANY  
WILMINGTON, DELAWARE**

**NOTICE:** The warning found elsewhere in this Power of Attorney affects the validity thereof. Please review carefully.

**KNOW ALL MEN BY THESE PRESENTS**, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: *Daniel E. Church; Paula J. Cantara; Michael P. O'Brien; Ryan Stevens; Gary P. LaPierre; Matthew R. Blaisdell; Mark J. Stevens; or Gary R. Mayo of The Rowley Agency, Inc. of Concord, NH* its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed **One Hundred Million and 00/100 U.S. Dollars (U.S.\$100,000,000.00)**, to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

**RESOLVED**, that, with respect to the Surety business written by Berkley Surety, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

**RESOLVED**, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

**RESOLVED**, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

**RESOLVED**, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 9<sup>th</sup> day of March, 2023.

Attest:

Berkley Insurance Company

(Seal)

By

Ira S. Lederman  
Executive Vice President & Secretary

By

Jeffrey M. Hafter  
Senior Vice President

**WARNING: THIS POWER INVALID IF NOT PRINTED ON BLUE "BERKLEY" SECURITY PAPER.**

STATE OF CONNECTICUT )

) ss:

COUNTY OF FAIRFIELD )

Sworn to before me, a Notary Public in the State of Connecticut, this 9<sup>th</sup> day of March, 2023, by Ira S. Lederman and Jeffrey M. Hafter who are sworn to me to be the Executive Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

MARIA C. RUNDRAKEN  
NOTARY PUBLIC  
CONNECTICUT  
MY COMMISSION EXPIRES  
APRIL 30, 2024

Maria C. Rundraken  
Notary Public, State of Connecticut

**CERTIFICATE**

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this 28<sup>th</sup> day of October, 2024.

(Seal)

Vincent P. Forte



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/21/2024

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

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

<b>PRODUCER</b> THE ROWLEY AGENCY LLC 45 Constitution Avenue P.O. Box 511 Concord NH 03302-0511	<b>CONTACT NAME:</b> David Ackerman <b>PHONE (A/C, No. Ext.):</b> (603) 224-2562 <b>FAX (A/C, No.):</b> (603) 224-8012 <b>E-MAIL ADDRESS:</b> dackerman@rowleyagency.com
<b>INSURED</b> R J Grondin & Sons, Inc 11 Bartlett Road Gorham ME 04038	<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Crum & Forster Spec. Ins. Co. <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>

**COVERAGES**

CERTIFICATE NUMBER: 23-24 Pollution

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY			PKC-114916	12/31/2023	12/31/2024	EACH OCCURRENCE	\$ 2,000,000
	<input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
	<input checked="" type="checkbox"/> Contractors Pollution Liab						MED EXP (Any one person)	\$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	\$
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						GENERAL AGGREGATE	\$ 2,000,000
	<input checked="" type="checkbox"/> OTHER: \$10,000 Deductible						PRODUCTS - COMPROP AGG	\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS							\$
	<input type="checkbox"/> NON-OWNED AUTOS							\$
	UMBRELLA LIAB						EACH OCCURRENCE	\$
	EXCESS LIAB						AGGREGATE	\$
	DED							\$
	RETENTION \$							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
A	Errors & Omissions Liability claims made coverage			PKC-114916	12/31/2023	12/31/2024	Each Wrongful Act	\$1,000,000
							Deductible	\$10,000

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

Re: Bid - The Veterans Memorial Park Site Improvements Project, Old Orchard Beach, ME  
Town of Old Orchard Beach (Owner), Woodard & Curran (Engineer), and other parties as required by written contract are included as additional insureds, on a primary and noncontributory basis, when required by written contract. Waiver of subrogation in favor of the additional insureds applies when required by written contract. 30-day notice of cancellation applies except 10-day notice for non-payment of premium.

**CERTIFICATE HOLDER****CANCELLATION**

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

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

David Ackerman/DRA

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/21/2024

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

<b>PRODUCER</b> THE ROWLEY AGENCY LLC 45 Constitution Avenue P.O. Box 511 Concord NH 03302-0511	<b>CONTACT NAME:</b> David Ackerman <b>PHONE (A/C, No. Ext.):</b> (603) 224-2562 <b>FAX (A/C, No.):</b> (603) 224-8012 <b>E-MAIL ADDRESS:</b> dackerman@rowleyagency.com
<b>INSURED</b> R J Grondin & Sons, Inc. & Grondin Aggregate, LLC 11 Bartlett Road Gorham ME 04038	<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Continental Western <b>INSURER B:</b> Acadia Ins. Co. <b>INSURER C:</b> Union Insurance Co. <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>

**COVERAGES****CERTIFICATE NUMBER:** 23-24**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			CPA5410521-14	12/31/2023	12/31/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
C	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			CAA5410522-14	12/31/2023	12/31/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			CUA5410523-14	12/31/2023	12/31/2024	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 10,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A					PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	LEASED/RENTED EQUIPMENT			CIM5420655-14	12/31/2023	12/31/2024	LIMIT \$1,000,000
B	INSTALLATION FLOATER			CIM5420655-14	12/31/2023	12/31/2024	LIMIT \$100,000

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

Re: Bid - The Veterans Memorial Park Site Improvements Project, Old Orchard Beach, ME  
Town of Old Orchard Beach (Owner), Woodard & Curran (Engineer), and other parties as required by written contract are included as additional insureds, on a primary and noncontributory basis, with respect to the general liability (ongoing and completed operations), automobile liability, and umbrella liability policies when required by written contract. Waiver of subrogation in favor of the additional insureds applies to the general liability, automobile liability, and umbrella liability policies when required by written contract. 30-day notice of cancellation applies except 10-day notice for non-payment of premium.

**CERTIFICATE HOLDER****CANCELLATION**

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

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

David Ackerman/DRA

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# State of Maine

## Certificate of Organization of a Corporation under the General Law

The undersigned, officers of a corporation organized at  
Gorham, Maine

at a meeting of the signers of the articles of agreement therefor,  
duly called and held at Gorham in the County  
of Cumberland on Thursday the twenty-ninth  
day of June A. D. 19<sup>67</sup>, hereby certify as follows:

The name of said corporation is

R. J. GRONDIN & SONS

The purposes of said corporation are:

To do excavation work.

To buy and sell sand and gravel.

To do general and special contracting work.

To do building construction, repair and maintenance.

To buy, sell, own, rent, lease, mortgage, build, construct and develop real and personal property.

To finance anything necessary to the operation of anything contained in these purposes.

To carry on from time to time any other lawful business anywhere, provided, however, that nothing herein shall be construed as authorizing the corporation to transact business in any state, territory or foreign country contrary to the provisions of the laws of said state, territory or foreign country, and that nothing in these purposes shall be construed to give the corporation any rights, powers or privileges not permitted by the laws of Maine to corporations organized under the provisions of the general law.

A director need not be a stockholder in this corporation in order to qualify as a director.

C O P Y

NAME OF CORPORATION

R. J. GROUT & SONS

Cumberland <sup>REG.</sup> Registry of Deeds  
Received JUL 10 1967  
at 12 H. 30 M. 17 M., and  
recorded in Vol. 90 Page 17

Attest:

*James R. F. [Signature]*  
A TRUE COPY OF RECORD Register.

Attest, *[Signature]* State of *[Signature]*

OFFICE OF SECRETARY OF STATE  
AUGUSTA, 19

A copy of the record of the within Certificate of  
Organization, duly certified by the Register of  
Deeds of County,  
has this day been received and filed in this office.  
Recorded in Vol. Page  
of Records of Corporations.  
Attest:

Secretary of State.

L. L. MARTIN, PORTLAND, ME. — OFFICE FURNITURE AND SUPPLIES  
TYPEWRITERS, ADDING MACHINES, PILING CHAIRS, ETC.  
FORM NO. 16

STATE OF MAINE

Office of Secretary of State

Augusta, July 14, 1967

Received and filed this day.

ATTEST.

*[Signature]*  
Deputy Secretary of State

Recorded in Vol. 207 Page 78

**R.J. GRONDIN & SONS**

**ACTION TAKEN BY UNANIMOUS WRITTEN  
CONSENT OF DIRECTORS  
IN LIEU OF ANNUAL MEETING**

Pursuant to 13-C M.R.S.A. § 822, the undersigned, being all the Directors of **R.J. Grondin & Sons** (the "Corporation"), a Maine corporation, hereby consent to the taking of, and hereby take, the following actions, without holding an annual meeting, such actions being stated in the form of, and to be as fully effective as if taken by, a unanimous vote of the Directors of the Corporation at an annual meeting thereof duly called and held on the date hereof at which all of the undersigned Directors were present and acting throughout:

VOTED: Each following named individual is elected to the office of the Corporation set forth after his respective name to serve and hold office until his/her respective successor has been duly elected and qualified or until his/her earlier resignation or removal from office in the manner provided by law:

Laurence R. Grondin	President
Sean O'Leary	Vice President
Julie-Anne E. Turner	Treasurer
Jacob M. Jones	Secretary
David J. Perkins	Clerk

VOTED: All actions taken on behalf of the Corporation to date are hereby ratified, approved and affirmed.

Dated: January 1, 2024



Laurence R. Grondin, Director



Sean O'Leary, Director

**R.J. GRONDIN & SONS**

**ACTION TAKEN BY UNANIMOUS WRITTEN  
CONSENT OF SHAREHOLDERS  
IN LIEU OF ANNUAL MEETING**


Pursuant to 13-C M.R.S.A. § 701 and § 704, the undersigned, being the holders of all outstanding shares of **R.J. Grondin & Sons** (the "Corporation"), a Maine corporation, hereby consent to the taking of, and hereby take, the following actions, without holding an annual meeting, such actions being stated in the form of, and to be as fully effective as if taken by, unanimous vote of the shareholders of the Corporation at an annual meeting thereof duly called and held on the date hereof at which all of the undersigned shareholders were present and acting throughout:

VOTED: Each following named individual is elected as a Director of the Corporation to serve until the next annual meeting of the shareholders of the Corporation or until his respective successor has been duly elected and qualified:

Laurence R. Grondin  
Sean O'Leary

VOTED: All actions taken on behalf of the Corporation to date are hereby ratified, approved and affirmed.

Dated: January 2, 2024

  
Laurence R. Grondin, Shareholder

  
Sean O'Leary, Shareholder

SECTION 00 43 40

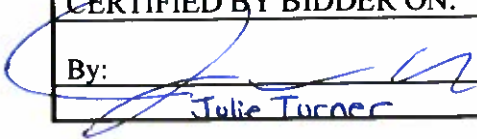
INFORMATION, SCHEDULES AND DATA

Bidder has submitted the following items with its Bid.

☒ SCHEDULE

Provide a proposed Project Schedule based on a Notice to Proceed on approximately ~~January 1, 2025~~ November 15, 2024, and substantial completion of the base bid work by May 26, 2025 (Memorial Day), and substantial completion of Alternates 1 and 2 by November 15, 2025. 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 & material/equipment procurement/order placement;
- milestones related to construction and checkout & functional testing; and
- sequencing to limit impacts from construction.

CERTIFIED BY BIDDER ON: <u>October 25, 2024</u>	
By: <u></u>	<u>Authorized person</u>

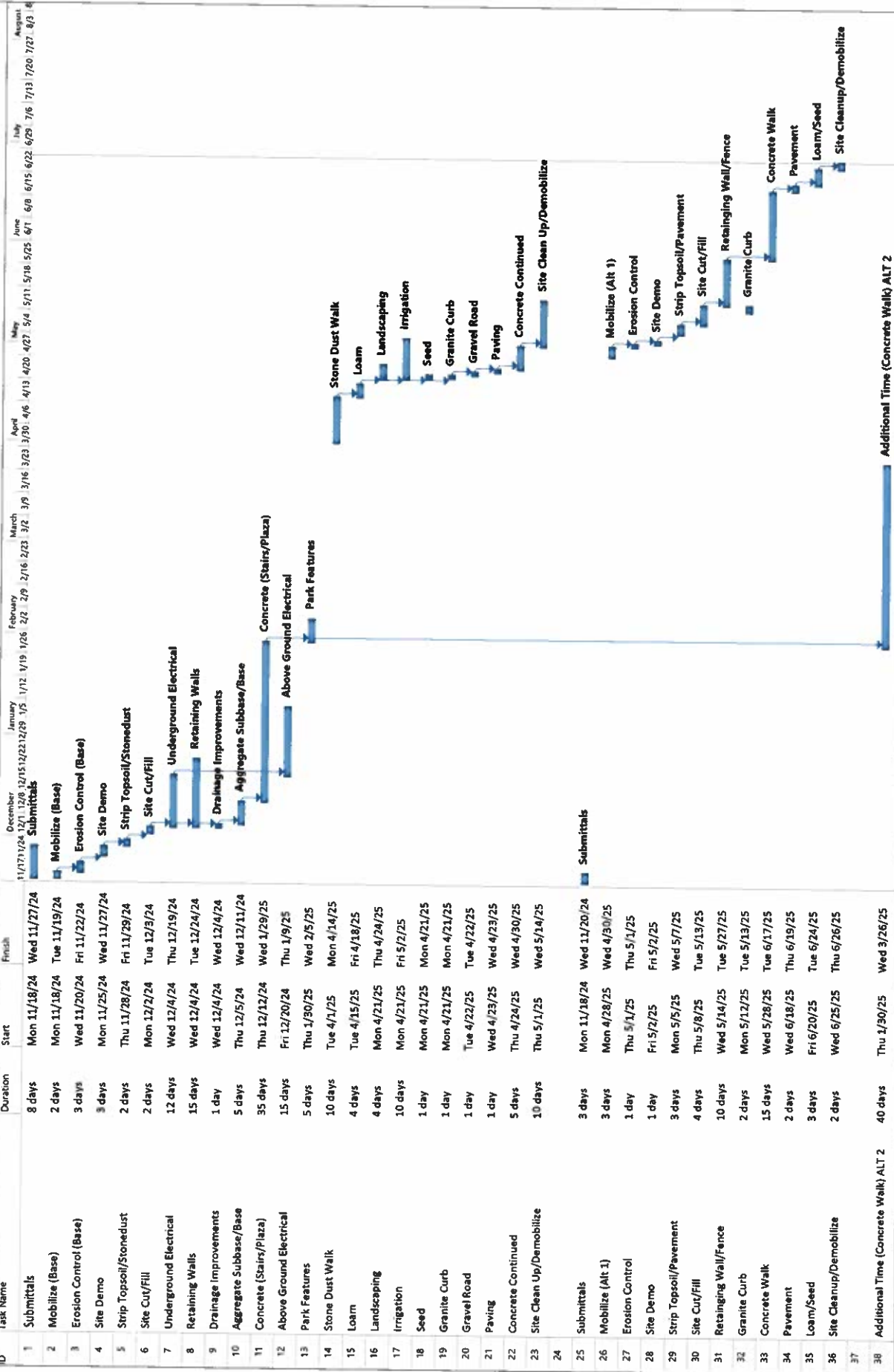
END OF SECTION

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## Schedule



# OOB - Veterans Memorial Park



Project: OOB-Veterans Park - S  
Date: Mon 11/4/24

Task Summary  
Manual Task  
Duration-only  
Manual Summary Rollup  
Manual Summary  
Inactive Task  
Inactive Milestone  
Inactive Summary

Additional Time (Concrete Walk) ALT 2

Start-only  
Finish-only  
External Tasks  
External Milestone

Deadline  
Progress  
Manual Progress

**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 REPRESENTATIONS**

- A. Bidder has examined and carefully studied the Bidding Documents and other related data identified in the Bidding Documents.
- B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) that have been identified in Section 00 73 10 of the Supplementary Conditions Paragraph 4.02 as containing reliable "technical data," and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in Section 00 73 10 of the Supplementary Conditions Paragraph 4.06 as containing reliable "technical data."
- E. Bidder has considered the information known to Bidder; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs.
- F. Based on the information and observations referred to in Paragraph E above, Bidder does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of the Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.

- G. 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.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which the Bid is submitted.

## **1.02 BIDDER'S CERTIFICATIONS**

- A. The 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.
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid and has not solicited or induced any individual or entity to refrain from bidding.
- C. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph:
  - 1. "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;
  - 2. "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;
  - 3. "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; and
  - 4. "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.
- D. Bidder will comply with the requirements of the Contract Documents, and if Bidder is awarded a Contract, agrees to incorporate applicable provisions into all subcontracts and Purchase Orders so that such provisions will be binding upon each Subcontractor or Supplier, including as a minimum, Statutory Requirements, safety and health regulations; and Wage Rate Requirements.

0233371.11  
Issue Date: October 2024

Old Orchard Beach Veterans Memorial Park  
Old Orchard Beach, ME

SUBMITTED ON: November 4, 2024

By:

Julie Turner

Authorized person per Bid Form

END OF SECTION

SECTION 00 45 13

BIDDER'S QUALIFICATIONS

The following data, statements of experience, personnel, equipment and general qualifications are submitted as a part of the Bid and the Bidder represents and guarantees the truthfulness and accuracy thereof and its ability to meet the qualifications requirements specified in Section 01 43 05 and the Specifications. Attach additional sheets as necessary properly cross referenced.

1.01 GENERAL

- A. Bidder's organization is a corporation  
(entity type) and has been in business continuously from the year 1967.
- B. Bidder has operated under the same business name and organization structure for the last 5 years on at least 5 projects ☒ yes ☐ no  
If no, indicate other business names: \_\_\_\_\_
- C. Bidder's organization has had experience in construction comparable to that required by the Contract Documents as a prime contractor for 64 years and as a subcontractor for 64 years.

## 1.02 BIDDER EXPERIENCE

- A. Identify at least 3 projects with a total value in excess of \$ 500,000 in the state the Project is located completed within the past 5 years which are similar in type, character, physical size, and complexity to that required by the Contract Documents.

Client/Owner Name/Address	Project Name/Location	CURRENT Contact Name, Phone, Email	Contract Value	Time Period
Great Falls Construction 20 Mechanic St., Gorham ME 04038	Windham Public Works, Windham, ME 04062	Jenna Sears, 207.839.2744 <a href="mailto:jsear@greatfallsinc.com">jsear@greatfallsinc.com</a>	\$2,166,604.00	04.26.2018 to 05.2019
Valfair Construction, Inc. 501 E. US Highway 80, Forney Texas	Copart, Windham, ME 04062	Thomas Smith 972-564-5525 <a href="mailto:Thomas.Smith3@Copart.Com">Thomas.Smith3@Copart.Com</a>	\$4,907,667.00	9.21.2021 to 6.2023
City of Portland 389 Congress Street Portland ME, 04101	Lyseth Elementary/Lyman- Moore Middle School Bus Lane Portland, ME 04101	Rhonda Zazzara <a href="mailto:rjz@portlandmaine.gov">rjz@portlandmaine.gov</a>	\$502,597.00	2020 to 7.21.2020
Consigli Construction 15 Franklin Street Portland, ME 04101	Mercy Foreside Expansion Portland, Me 04101	Travis Kirby 207-272-6980 <a href="mailto:TKirby@consigli.com">TKirby@consigli.com</a>	\$3,429,491.00	2.21.22 to 2021
Great Falls Construction 20 Mechanic St., Gorham ME 04038	Narragansett School Gorham, ME 04038	Jenna Sears, 207.839.2744 <a href="mailto:jsear@greatfallsinc.com">jsear@greatfallsinc.com</a>	\$297,499.00	5.30.2323 to 2023

1.03 CURRENT LICENSES

A. Indicate Bidder and Subcontractor(s) current licenses including design professionals and surveyors.

N/A

Name	State	Type	License number

#### 1.04 PERSONNEL

- A. Identify supervisory personnel that are currently employed by the Bidder and available for assignment to the Project (project manager, superintendents, principal foremen and engineers).
1. Identify full-time on-Site superintendent in responsible charge of the Work with at least 5 years' experience on comparable projects.
  2. Identify project manager assigned full-time with at least 10 years' experience on comparable projects.

Name	Title	Years of Experience
Matt Spearin	Full time, on-Site Superintendent	10 years
Luke Allocco	Full time Project Manager assigned	19 years
Ray Allard	General Superintendent	20 years
Kevin Murphy	Human Resources	18 years
Brian Benson	Safety Coordinator	13 years

- B. Attach detailed resumes of qualifications, previous employers and experience for each supervisory staff listed above.



**MATTHEW SPEARIN**  
**Foreman**

**WORK EXPERIENCE**     **R. J. GRONDIN & SONS, INC.** Gorham, ME

2014 – Present     Project Foreman

Manage single and multiple crews on government and private-sector projects. Extensive experience in underdrain, sewer and water renovation and replacement projects. Experience in roadwork that includes highway reconstruction and road repairs. Selected projects include:

- MDOT Route 202 Reconstruction (2024 -
- Poland Spring Bottling Facility Dockyard Expansion (2022-2023)
- Route 1 Sewer Extension Project Saco (2021)
- Maine Water North St Water Line Replacement (2020)
- Saco Public Works Sitework and Utilities (2019)
- Saco Lincoln & Market Street Infrastructure Improvements (2018-2019)
- Westbrook sewer/water separation Westbrook (2017)
- MDOT Road Repair & Shoulder Rehab Gray (2016) - Gray
- ROUTE 5 Road Repair & Shoulder Rehab Waterboro (2015)
- Ogunquit Road & Drainage Reconstruction (2015)
- Portsmouth Naval Shipyard Water Main Replacement (2014)
- Arboretum Site Work & Drainage Instillation Newington, NH (2013-2014)
- Casella/Pine Tree Waste Water & Drainage Instillation Scarborough (2012)

2005 – 2014     Construction Laborer

Participated in government and private projects including general roadwork, pipe laying, small equipment operating and site work projects.

**EDUCATION**

**UNIVERSITY OF MAINE** Orono, ME  
BS, Construction Management Technologies  
May 2012

**TRAINING**

OSHA, HAZMAT, MSHA, Traffic Control, First Aid/CPR, HAZWOPER

**LUKE ALLOCCO**  
Project Manager

**WORK EXPERIENCE**     **R. J. GRONDIN & SONS** Gorham, ME

Winter 2020 – Present     Project Manager

Project manager for multiple projects simultaneously. Extensive experience with retaining walls, athletic fields, underground utilities and sitework. Selected projects include:

- MTA Exit 102 Gardiner Interchange (2023 -
- Poland Spring Bottling Dockyard Expansion (2022 - 2023)
- Portland Foreside Development (2021 - 2022 )
- Greenfield Place Subdivision Gorham (2021 - 2022)
- Standish Memorial Field Expansion (2021 – 2022)
- Saint Joseph's College Athletic Complex (2020 – 2021)
- Northern Light Mercy Hospital Fore River Expansion (2020 – 2021)

2015– 2020     Project Foreman / Superintendent

Manage single and multiple crews on municipal and private-sector projects. Extensive experience in large-scale site projects, layout, underground utilities & retaining walls. Selected projects include:

- Town of Scarborough Public Safety Building (2018 - 2020)
- MDOT Route 1 Yarmouth Bridge (2018-2019)
- MTA Overpass and Emergency Vehicle Ramps (2018)
- Sebago Heights Subdivision (2016 – 2017)

2005 – 2015     **L.A. DREW, INC.** Intervale, NH

Foreman / Supervisor

Onsite layout, crew foreman, site supervisor & estimating for site projects

**EDUCATION**     **RENSELAER POLYTECHNIC INSTITUTE** Troy, NY

Civil Engineering program 2001 - 2003

**TRAINING**     OSHA, HAZMAT, MSHA, Traffic Control, First Aid/CPR, HAZWOPER, Maine BMP  
Certified erosion control

**RAYMOND ALLARD**  
General Superintendent

**WORK EXPERIENCE**  
2024 – Present

**R. J. GRONDIN & SONS** Gorham, ME 04038  
General Superintendent

Coordinate the resources needed to complete the daily activities for 12+ projects to ensure each job is running smoothly and on schedule. Responsible for the management of 175 pieces of equipment and upwards of 100 field personnel.

2015 – 2023

Project Manager / Estimator

Project Manager and Estimator for multiple projects simultaneously, including road reconstruction, site preparation, landfills, commercial, governmental, residential subdivisions, building, institutional, and utility installations. Project manager and estimating of projects ranging for \$500k up to \$15 million.

2004 – 2015

Superintendent

- Rt. 114 Gorham- 6.5 miles of road reconstruction and relocation (\$8M)
- Rt. 302 Windham- 4 miles of road reconstruction (\$7M)
- Westbrook Middle school – building foundation, parking lots, several athletic fields, complex pond systems (\$4M)
- Gorham Elementary School- building foundation, 1400' access road, parking lots, athletic fields, wetland relocation (\$3M)
- Naples Causeway Relocation Project - 4000' road relocation and reconstruction on Rt. 302 and Rt. 114 (\$2M)

1998 – 2004

Construction Surveyor

Responsible for layout of roads, parking lots, building foundations, and drainage systems on all projects throughout the company.

**EDUCATION**

**UNIVERSITY OF MAINE** Orono, ME  
BA, Construction Management  
May 1998

**CETIFICATION**

40 hr. OSHA, trenching and excavation, 40 hr. HAZWOPER, erosion control

## KEVIN MURPHY

**WORK EXPERIENCE** R. J. GRONDIN AND SONS Gorham, ME 04038  
Spring 06 – Present Safety Director / Human Resources

- Administer the health and safety plan for a heavy earth contractor
- Interviewing and selection of new employees
- Perform company new hire orientations
  - Communication of company safety policies
  - Hands-on orientation on commonly used tools
- Identify and coordinate company training
- Administer company DOT and pipeline compliance program
- Company employee evaluation program

Winter 03 – Spring 06 **CIANBRO CORPORATION** Pittsfield, ME 04967  
Personnel Supervisor

- Recruitment of salary and hourly employees for a \$300 million company
- Interviewing and selection of new employees
- Developed partnering relationships with high schools and colleges in ME, NH, MA to further trades and professional training
- Temporary HR Manager for Southern New England Region
- Estimating, scheduling, and managing small projects

Summer 91 – Winter 03 Staffer / Safety

- Placement, retention, and coaching of employees
- Recruiting of hourly and salary employees
- Administration of employee evaluation and compensation
- Area and project labor relations
- Participation in bids and anticipation of employment needs
- Working as a Personnel Supervisor on large projects
  - Amethyst Oil Rigs
  - Westbrook Power Plant
  - National Semiconductor
- Managed the safety plan on the 1000 Island Bridge Project

**EDUCATION** **UNIVERSITY OF NOTRE DAME** Notre Dame, IN  
BA, Management, Organizational Behavior  
May 1991

**ADDITIONAL TRAINING** Computers, AGC management training, Successful Coaching Course, NCCER certified trainer, 40 hour OSHA trenching and excavation course, 40 hr HAZWOPER, 30 hr OSHA

**MEMBERSHIPS** ABC ME and NH, SMCC presidential advisory board, Westbrook Regional Technical High School advisory board – heavy equipment

**AWARDS** ABC – 2004 commitment to construction education

**BRIAN BENSON**  
Safety Coordinator

**WORK EXPERIENCE**  
Fall 20 – Present

**R. J. GRONDIN & SONS Gorham, ME**  
Safety Coordinator

- Work with the Project Superintendent and foreman to monitor construction safety.
- Work closely with the director of safety to develop new safety initiatives while managing the existing expectations of a safe working environment.
- Perform safety audits and inspect worksites, machinery, and safety equipment to identify and correct potential hazards and ensure safety regulation compliance.
- Provide technical advice, coaching, guidance, and mentoring to employees on safety initiatives and necessary changes.
- Investigates accidents, near-miss incidents, and occupational injuries for root cause, install preventive measures and monitor return to work activities.
- Supports the safety and health culture for all stakeholders

Winter 11 – Fall 20

**Pixelle Specialty Solutions, Androscoggin Mill, Jay, ME**  
Area Safety Representative /Safety Specialist

- Monitor daily work to ensure compliance with OSHA and company rules in all parts of a fully integrated paper mill. This includes a pulp mill, paper machines, power plant, gas turbines, shipping, and wood chipping.
- Work hands-on with employees, management, and contractors to ensure work is done in a safe manner.
- Investigate all injuries, near misses, and other incidents.
- Train employees to ensure safety culture is instilled from day one.

**EDUCATION**

**UNIVERSITY of Maine Farmington, ME**  
BA, Political Science May 2000

**TRAINING / CERTIFICATIONS**

- OSHA 521 Guide to Industrial Hygiene
- OSHA 511 OSHA Standards for General Industry
- OSHA 7500 Safety & Health Management
- OSHA 7505 Incident/Accident Investigation
- OSHA 7845 Recordkeeping Rule
- OSHA 2045 Machinery and Machine Guarding Standards
- OSHA 1910 General Industries 30 Hour Course
- OSHA 1926 Construction Standards 30 Hour Course
- NFPA-70E
- Radiation Safety Officer Training from IRSC
- CAOHC Certificate for Noise Measurement and Assessment
- Industrial Fire Brigade, trained to structural firefighting level
- HazMat Technician
- Confined Space Rescue
- First Aid, CPR, and AED Certificate
- Maine Hazardous Waste and Universal Waste Training
- DOT Hazardous Waste Shipper Training

**1.05 EQUIPMENT**

- A. Identify equipment available for use on the Project. Indicate whether owned by Bidder's organization or rented. Attach additional sheets, as necessary.

Type of Equipment	Size or Capacity	Owned or Rented
See attached		Owned

**R.J. Grondin & Sons, Inc.**

**Schedule C - List of Major Equipment Available**

<b>EQ Number</b>	<b>Equipment Description</b>	<b>Purchase Date</b>	<b>Condition</b>	<b>Aquired Value</b>
D3061	Caterpillar D3G XL Dozer	3/9/2006	Good	31,500.00
D3111	2010 Komatsu D39PX-22	1/19/2011	Good	57,542.95
D3112	Track Replacement - Capitalized Repair	8/3/2017	Good	21,108.35
D3112	2010 Komatsu D61EX-15E0	1/19/2011	Good	78,218.30
D3113	2009 Komatsu D39PX-22	10/10/2011	Good	94,400.00
D3121	2010 Komatsu D31EX-22 HST Dozer 78 HP	5/25/2012	Good	24,350.00
D3141	2013 KOMATSU DOZER D65EX-17	1/30/2014	Good	200,980.40
D3142	2014 KOMATSU DOZER D65EX-17	1/28/2014	Good	186,529.44
D3181	2015 Komatsu D39PX-23 Dozer	12/10/2018	Good	103,148.55
D3191	2018 Komatsu D39PX-24 Dozer	4/10/2019	Good	128,057.79
D332	JD 650G LPG Dozer	10/28/1998	Good	62,642.73
D335	JD 650G Dozer s/nT0650GH848502	5/26/1999	Good	60,278.48
D336	JD 450HLT CRAWLER	10/25/2000	Good	49,052.10
G6171	2013 John Deere 772GP Motor Grader	5/16/2017	Good	292,885.00
GP0502	Dozer Add On/GSP Base Station	4/11/2005	Good	19,995.00
GP0503	Dozer Add On/GPS/Hiper 3D Rover	4/11/2005	Good	20,995.00
GP0505	Graphite Pole,Robotic Inst.,Optical Kit	5/13/2005	Good	23,445.26
GP0603	MMGPS 3D Upgrade	6/16/2006	Good	25,905.60
GP1001	GPS Base Station	10/18/2010	Good	12,594.75
GP1101	Rover GRS-1, Verizon CDMA	1/4/2011	Good	12,983.25
GP1103	Komatsu D61 Dozer System	4/12/2011	Good	42,141.76
GP1104	GR-5 Rover	9/12/2011	Good	19,950.00
GP1202	GPS Machine Mounted Computer System	4/30/2012	Good	35,769.75
GP1203	GRS-1 Rover	8/1/2012	Good	12,069.75
GP1301	Topcon 3DMC Machine Control	4/5/2013	Good	48,500.00
GP1402	Dozer GPS	3/13/2014	Good	27,579.55
GP1404	HiPer V Base Rover	5/15/2014	Good	25,362.20
GP1406	Control Box	5/15/2014	Good	26,375.31
GP1412	GPS Hiper Base & Rover	9/25/2014	Good	13,040.00
GP1413	GPS Hiper V Rover	9/25/2014	Good	13,040.46
GP1504	3DMC GPS Excavator System	3/6/2015	Good	47,634.69
GP1505	3DMC GPS Excavator System	3/6/2015	Good	47,634.68
GP1506	GPS Topcon Rover	3/24/2015	Good	11,913.06
GP1507	GPS Topcon Rover	3/24/2015	Good	11,913.06
GP1512	Topcon Net G3A Network Receiver	4/7/2015	Good	16,352.50
GP1513	Rover GPS	7/29/2015	Good	14,701.53
GP1601	D39 Wiring Kit	2/23/2016	Good	14,295.67
GP1601	GPS Control Box	3/8/2017	Good	22,179.27
GP1602	Rover Topcon Hiper V	4/6/2016	Good	11,024.75
GP1603	Rover Topcon Hiper V	4/6/2016	Good	11,024.75
GP1606	TOPCON MR-1 RECIEVER, AND SLR35 RADIO	5/19/2016	Good	14,114.74
GP1607	Topcon Base Station	9/20/2016	Good	14,118.20
GP1608	Topcon Rover	9/20/2016	Good	13,640.10
GP1609	Topcon Rover	9/20/2016	Good	13,640.09
GP1701	Topcon GPS 3D Excavator System	3/15/2017	Good	36,415.09
GP1702	Topcon GPS 3D Excavator System	3/15/2017	Good	36,415.09
H5071	Volvo 2004 EC290BLC	5/25/2007	Good	141,750.00
H5101	2009 Volvo ECR145CL	4/21/2010	Good	75,600.00
H5111	2008 Volvo EC290CL	5/6/2011	Good	122,978.50
H5112	2009 Volvo EC290BLC	5/6/2011	Good	158,454.71
H5113	Capitalize Repair - Engine Repair	8/31/2018	Good	28,627.13
H5113	2010 Volvo EC290CL	5/6/2011	Good	122,220.75
H5121	2010 Volvo EC55C	5/16/2012	Good	47,912.50
H5131	Volvo Exc. EC290CL	12/26/2013	Good	105,638.54

**R.J. Grondin & Sons, Inc.**

**Schedule C - List of Major Equipment Available**

<b>EQ Number</b>	<b>Equipment Description</b>	<b>Purchase Date</b>	<b>Condition</b>	<b>Acquired Value</b>
H5141	2014 Komatsu Exc PC228USLC-10	8/12/2014	Good	133,801.07
H5142	2013 Komatsu Exc PC290LC-10	8/12/2014	Good	147,675.84
H5143	2013 Komatsu Exc PC290LC-10	8/12/2014	Good	126,180.33
H5144	2013 Komatsu Exc PC490LC-10	8/12/2014	Good	331,688.57
H5161	2015 Volvo Excavator EC300EL	4/27/2016	Good	244,365.29
H5162	Cat Hydraulic Excavator 329F	6/10/2016	Good	333,568.25
H5171	2015 Hitachi Z2300LC-6 Excavator	3/2/2017	Good	205,851.83
H5181	2015 Hitachi 300 Excavator	4/26/2018	Good	284,842.50
H5182	Caterpillar 329E Excavator	11/13/2018	Good	182,515.00
H5183	2018 Takeuchi TB290 CR Mini Exc.	12/10/2018	Good	88,057.77
H5191	2016 Volvo Rubber Tired Excavator	1/31/2019	Good	227,539.44
H5192	2019 Takeuchi TB2150CS Exc	4/10/2019	Good	168,963.09
H550	Yanmar B-27-2B Mini Excavator	3/8/2000	Good	28,485.00
H551	2000 John Deere 310E Backhoe	6/15/2000	Good	32,086.11
H552	2000 John Deere 310E Backhoe	6/15/2000	Good	32,086.11
H561	Volvo SE450LC2 Excav	2/1/2005	Good	45,000.00
L4061	Volvo L70E Loader	1/23/2006	Good	86,013.12
L4062	Transmission for L4062-Capitalize Repair	3/25/2013	Good	27,436.96
L4062	Volvo L180C Loader	1/23/2006	Good	60,286.20
L4063	Volvo L150E Loader	5/25/2006	Good	215,290.89
L4064	Volvo L70E Loader	10/27/2006	Good	94,105.00
L4065	Volvo L70E Loader	10/27/2006	Good	99,461.00
L4081	Volvo L60F Loader	4/24/2008	Good	82,395.85
L4082	Volvo L60F Loader	4/24/2008	Good	82,395.85
L4083	Hydraulic Pump for L4083-Capitalize Repair	4/30/2013	Good	14,360.93
L4083	Volvo L220E Loader	4/24/2008	Good	327,500.16
L4084	Volvo L180E Loader	4/24/2008	Good	204,524.88
L4091	2007 Volvo L110E Loader (Used)	11/5/2009	Good	84,450.00
L4101	Volvo L60F	12/31/2010	Good	39,725.00
L4111	Caterpillar 247B	11/18/2011	Good	37,908.20
L4121	2010 Volvo L70F	5/16/2012	Good	70,875.00
L4122	2007 Volvo L60F Loader w/ Bucket	5/16/2012	Good	65,450.00
L4141	2011 S70 BOBCAT SKID-STEER LOADER	2/11/2014	Good	20,889.00
L4151	Cat Skid Steer 257D	3/9/2015	Good	59,069.36
L4152	2014 John Deere 524k Wheel Loader	5/18/2015	Good	140,718.21
L4153	2014 John Deere 524k Wheel Loader	5/18/2015	Good	140,718.21
L4154	2012 Komatsu 380 Wheel Loader	5/28/2015	Good	167,505.99
L4155	2012 Komatsu 380 Wheel Loader	5/28/2015	Good	163,982.49
L4161	Cat Wheel Loader 930k	6/10/2016	Good	194,274.98
L4162	Cat Wheel Loader 930k	6/10/2016	Good	228,123.21
L4163	2013 John Deere 544k Wheel Loader	10/27/2016	Good	160,260.85
L4181	Cat 930 Loader	5/31/2018	Good	100,781.73
L4182	2015 Bobcat T450 Track Loader	6/20/2018	Good	37,241.50
L449	Volvo L150C Loader	10/22/1998	Good	97,493.00
L450	Bobcat 863 Loader	1/21/1999	Good	31,745.63
L454	Kubota R420 Loader s/n 10679	6/1/1999	Good	35,342.50
L458	Transmission for L458 - Capitalize Repair	3/28/2013	Good	54,950.66
L458	VOLVO WHEEL LOADER L180C	1/22/2001	Good	171,150.00
L464	Polaris ASL Loader	12/2/2003	Good	15,689.00
L465	Replace Hyd Pump - Capitalized Repair	6/30/2018	Good	10,915.46
L465	Replace Injectors - Capitalized Repair	7/31/2017	Good	11,832.57
L465	Fuel Pump & Injectors - Capitalized Repairs	6/27/2014	Good	12,232.23
L465	Volvo L220E Loader	9/30/2004	Good	272,000.00
M1561	Powerscreen Powergrid	9/2/1997	Good	61,676.00



**R.J. Grondin & Sons, Inc.**

**Schedule C - List of Major Equipment Available**

<b>EQ Number</b>	<b>Equipment Description</b>	<b>Purchase Date</b>	<b>Condition</b>	<b>Acquired Value</b>
M1562	Powerscreen 5036 Stacker	9/2/1997	Good	23,985.00
M1581	Nordberg LT-105 Crusher	5/25/2000	Good	476,390.53
M1602	SCREENING PLANT	5/24/2002	Good	120,000.00
M1605	600KW GENERATOR	7/12/2002	Good	67,260.00
M1609	Cedarapids Model S6203SB Screening Plant	7/17/2002	Good	128,500.00
M71101	Nordberg Cone Crushing Plant HP-400	9/7/2011	Good	285,613.03
M71503	2015 Pioneer FT2650 Track Jaw Cusher	9/29/2015	Good	518,799.35
M71901	Deister Heavy Duty Horizontal Screen	3/15/2019	Good	252,750.00
M71910	Lippman Screening Plant	8/13/2019	Good	252,371.76
P1123	2012 Ford F-150	6/28/2012	Good	27,333.54
P1124	2012 Ford F-150	6/27/2012	Good	26,623.31
P1125	2012 Ford F-150	6/27/2012	Good	25,510.31
P1126	2012 Ford F-150	6/27/2012	Good	27,259.62
P1127	2012 Ford F550	9/25/2012	Good	10,842.70
P1141	2014 Ford F150	4/11/2014	Good	27,781.56
P1142	2014 Ford F150	4/9/2014	Good	30,336.56
P1143	2014 Ford F250 Super Duty Truck	4/23/2014	Good	35,631.06
P1144	2014 Ford F250 Super Duty Truck	4/23/2014	Good	37,135.49
P1145	2014 Ford F150 Truck	4/30/2014	Good	33,204.42
P1146	2014 Ford F150 SuperCab Truck	5/14/2014	Good	30,419.06
P1148	2015 Ford F250 Super 4 Door Ext	10/31/2014	Good	38,429.98
P1149	2014 Ford F150	10/31/2014	Good	31,102.93
P1151	2015 Ford F250	1/5/2015	Good	51,971.67
P1152	2014 Ford F150 4 Door Ext	3/31/2015	Good	33,716.66
P1153	2015 Ford F350 Pickup	4/30/2015	Good	39,752.11
P1154	2015 Ford F350 Pickup	4/30/2015	Good	39,752.11
P1155	2015 Ford F450	4/30/2015	Good	60,114.60
P1156	2015 GM Sierra 150	6/29/2015	Good	41,756.06
P1161	2016 Ford F150	2/26/2016	Good	25,145.30
P1162	2016 Ford F150	2/27/2016	Good	25,859.62
P1163	2016 Ford F150	2/27/2016	Good	32,273.32
P1164	2016 Ford F150 Super Cab	4/7/2016	Good	35,878.70
P1165	2016 GMC Sierra 1500	8/22/2016	Good	32,225.90
P1173	2017 Ford F150 Super Cab	4/24/2017	Good	40,632.63
P1181	F150 Super Cab Pickup	1/16/2018	Good	37,690.64
P1183	2018 Ford F150	6/14/2018	Good	50,736.64
P145	1998 GM TC10903 Pickup	9/29/1998	Good	16,310.58
P152	99 Ford F460 Service Truck	4/6/1999	Good	26,843.51
P162	2000 Ford Truck 4x2 Chassis F56	5/15/2000	Good	30,059.12
P196	2003 Chevrolet Truck C5500	8/5/2005	Good	23,515.65
R49	SD40D Roller (IR) 95	5/22/1997	Good	32,577.00
R50	SD40D Roller (IR) 96	5/22/1997	Good	32,577.00
R52	Ingersoll-Rand SD40D	1/14/2004	Good	24,150.00
R53	Ingersoll-Rand SD110D	1/14/2004	Good	61,824.00
R54	Ingersoll-Rand SD122DX	1/14/2004	Good	83,769.00
R8071	Sakai SV505D Dirt Roller	5/14/2007	Good	86,100.00
R8072	Sakai SV505D Dirt Roller	5/14/2007	Good	86,100.00
R8081	Cat CS-423E Roller	9/30/2008	Good	73,219.49
R8101	Volvo Model SD45D	12/31/2010	Good	26,775.00
T2061	2006 Sterling LT9500	6/29/2006	Good	104,668.05
T2062	2006 Sterling LT9500	6/29/2006	Good	105,250.65
T2063	2007 Sterling LT9500 Dump Truck	7/18/2006	Good	88,532.76
T2064	2007 Sterling LT9500 Dump Truck	7/18/2006	Good	88,532.76
T2071	2006 GMC Truck TC7C042	4/25/2007	Good	59,737.55

**R.J. Grondin & Sons, Inc.**

**Schedule C - List of Major Equipment Available**

<b>EQ Number</b>	<b>Equipment Description</b>	<b>Purchase Date</b>	<b>Condition</b>	<b>Acquired Value</b>
T2081	2007 Sterling LT9500 Truck	5/5/2008	Good	93,502.83
T2082	2002 Kenworth T300 Fuel Truck	6/19/2008	Good	36,750.00
T2121	2000 KENWORTH RAMP TRUCK	9/17/2012	Good	28,000.00
T2151	2016 567 Peterbilt Dump Truck	6/23/2015	Good	134,589.40
T2152	2016 567 Peterbilt Dump Truck	6/23/2015	Good	134,589.40
T2153	2016 Peterbilt 567 Dump Truck	5/21/2015	Good	152,453.27
T2154	2016 Peterbilt 567 Dump Truck	5/21/2015	Good	152,453.27
T2162	2017 Peterbilt Dump Truck 567	5/31/2016	Good	141,912.29
T2171	2018 Peterbilt Dump Truck	7/28/2017	Good	156,006.77
T2172	2018 Peterbilt Dump Truck	7/28/2017	Good	156,006.77
T2174	2010 Tymco International 500x Sweeper	10/16/2017	Good	63,333.00
T2181	2015 567 Peterbilt Triaxle Dump Truck	5/25/2018	Good	143,965.71
T2182	2015 567 Peterbilt Triaxle Dump Truck	5/25/2018	Good	141,992.81
T2191	2020 Peterbilt Dump Truck	5/14/2019	Good	175,526.95
T2192	2020 Peterbilt Dump Truck	5/14/2019	Good	175,526.95
T2193	2020 Peterbilt Tractor	10/18/2019	Good	141,209.94
T2194	2021 Peterbilt Tractor	3/11/2020	Good	186,126.32
T2195	2021 Peterbilt Tractor	3/11/2020	Good	186,126.32
T273	99 Kenworth T300 Water Truck	4/29/1999	Good	44,377.75
T274	Volvo Articulated A30C6X6 Truck	9/8/1999	Good	163,226.00
T275	Volvo Articulated A30C6X6 Truck	9/8/1999	Good	163,226.00
T277	2004 Kenworth T800 Wheeler	6/3/2003	Good	72,619.63
T278	2004 Kenworth T800 Wheeler	6/3/2003	Good	83,383.63
T279	2004 Kenworth T800 Tri-axle	6/30/2003	Good	84,949.11
T280	2004 Kenworth T800 Tri-axle	6/30/2003	Good	84,949.11
T282	Dump Truck S-LT9513	6/16/2004	Good	104,393.00
T283	2006 Sterling LT9500	9/21/2005	Good	89,881.20
T284	2006 Sterling LT9500	9/21/2005	Good	89,881.20
T285	2006 Sterling LT9500	9/21/2005	Good	89,881.20
TB32	2015 GME 8x24 Trench Box	2/16/2015	Good	17,573.14
TB35	2015 GM 4x24 Trench Box	4/29/2015	Good	10,546.90
TB36	2015 GM 6x24 Trench Box	4/29/2015	Good	15,108.49
TB37	2015 GM 8x24 Trench Box	4/29/2015	Good	18,073.14
X9153	2015 LowBoy Trailer	9/28/2015	Good	56,614.53
X9182	2017 ETNYRE Trailer	9/17/2018	Good	77,129.45

## 1.06 VIOLATIONS

- A. Following is a list of violations Bidder and its main Subcontractors have received or been the subject of, or otherwise been involved in, regarding any state or local ethic laws, regulation, code, ordinance, policy, or standard, or offenses arising out of submission of bids or the performance of work on public works projects or contracts over the last 5 years. Attach additional sheets, as necessary.

N/A

Name and Location of the Project	
Nature of the Violation/Offense	
Duration and dates during which the violation/offense took place	

Name and Location of the Project	
Nature of the Violation/Offense	
Duration and dates during which the violation/offense took place	

Name and Location of the Project	
Nature of the Violation/Offense	
Duration and dates during which the violation/offense took place	

**0233371.11**  
**Issue Date: October 2024**

**Old Orchard Beach Veterans Memorial Park**  
**Old Orchard Beach, ME**

**END OF SECTION**

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**SECTION 00 45 19**


**NON-COLLUSION AFFIDAVIT**

Julie E. Turner, being duly sworn,  
depose and, under the penalty of perjury, say that the following is true:

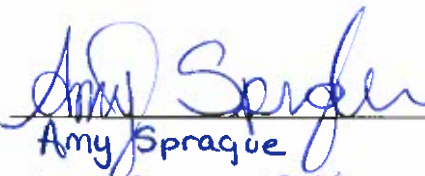
1. I am the person responsible within my firm for the final decision as to the price(s) and amount of this Bid or, if not, that I have written authorization, enclosed herewith, from that person to make the statements set out below on his or her behalf and on the behalf of my firm.
2. The price(s) and 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.

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.


R.J. Gerardin & Sons  
Company Name

  
Signature Julie Turner  
Treasurer  
Company Position

Date: 10/29/24

Attest:   
Amy Sprague  
Date: 10.29.2024

END OF SECTION



# Old Orchard Beach Veterans Memorial Park – Bid Reduction Options

**Presented by: Caitlin Suhr & Brent Bridges, Woodard & Curran**  
**January 2025**



# Agenda

- ▶ Discuss Options
  - Landscaping
  - Precast Stairs
  - Pathway Options
  - Park Entrance Surface
  - Alternative Retaining Wall
  - Stone Bench to Retaining Wall
  - Drainage Removal
  - Light Poles
- ▶ Budget Adjustment Estimate



# Site Plan





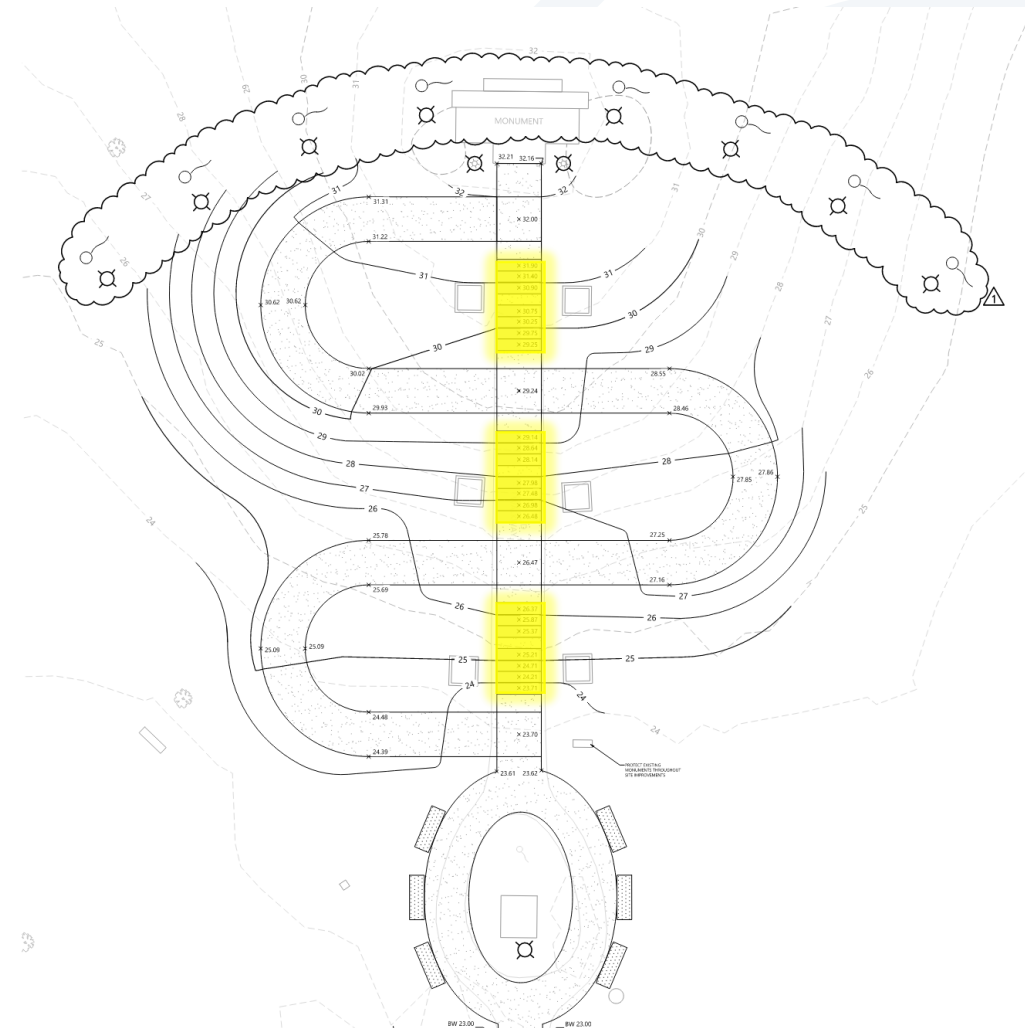
# Remove Landscaping from Contract

- ▶ Contractor has offered to remove landscaping from scope
  - RJ Grondin would loam and seed to grass
  - Landscaping could be done by Town or in another contract
- ▶ Reduces cost from \$80,000 to \$45,000



# Swap to Cast-In-Place Stairs to Precast Stairs

- ▶ Reduces cost by \$15,000
  - Recommended – no major change to design



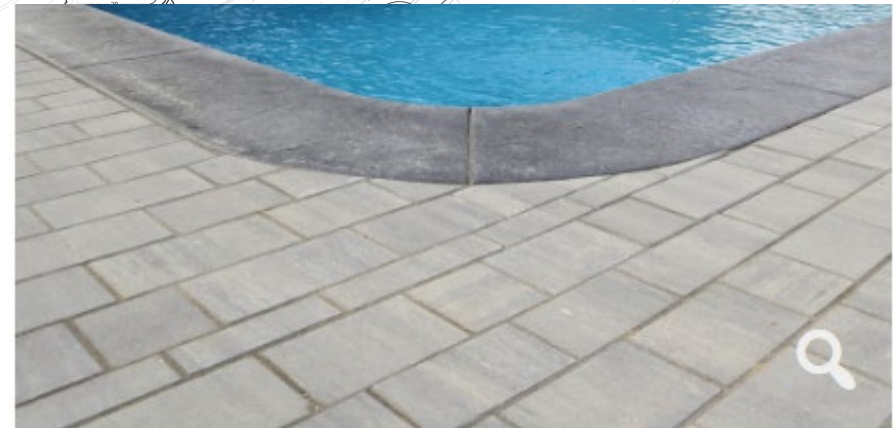
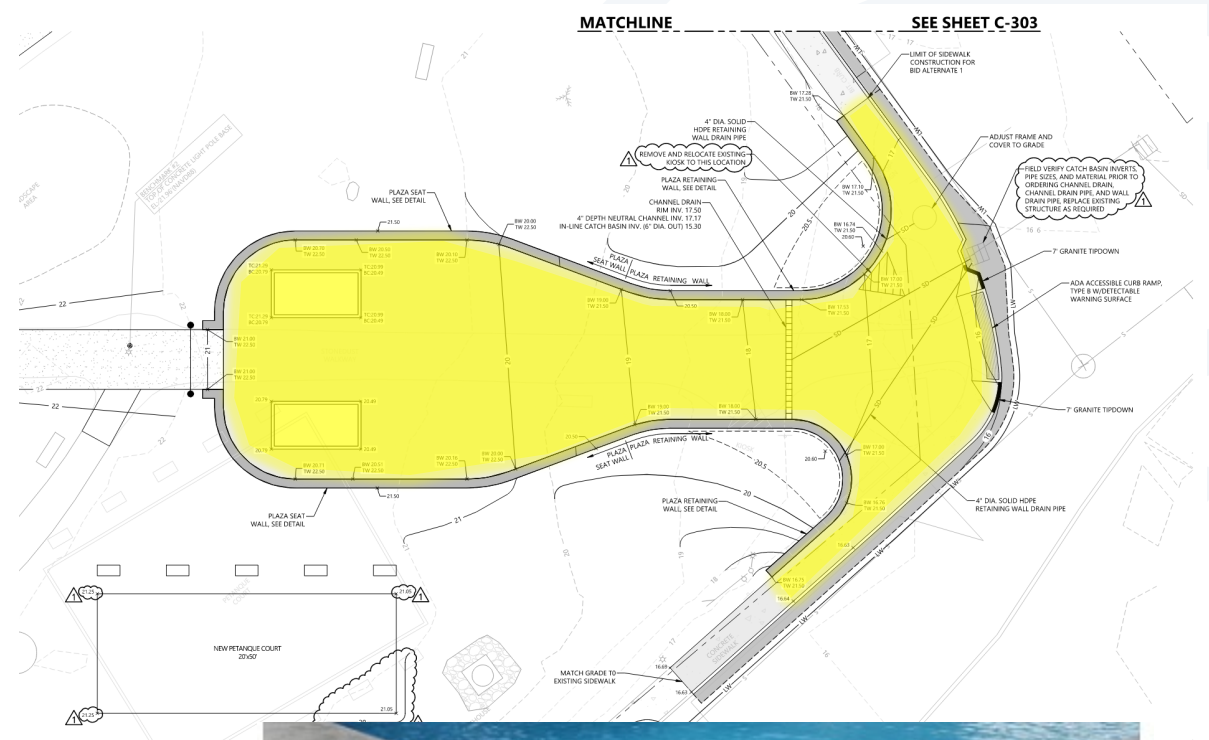
- ▶ Reduces cost from \$180,750 to \$43,545
- ▶ A \$500 Adder is Included to Fix Grading Issue
- ▶ Adjustments Estimated to Save \$5000 in Irrigation





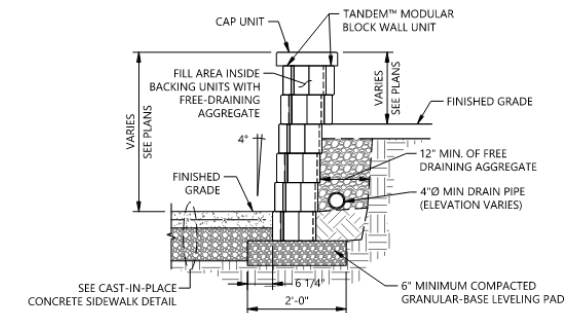
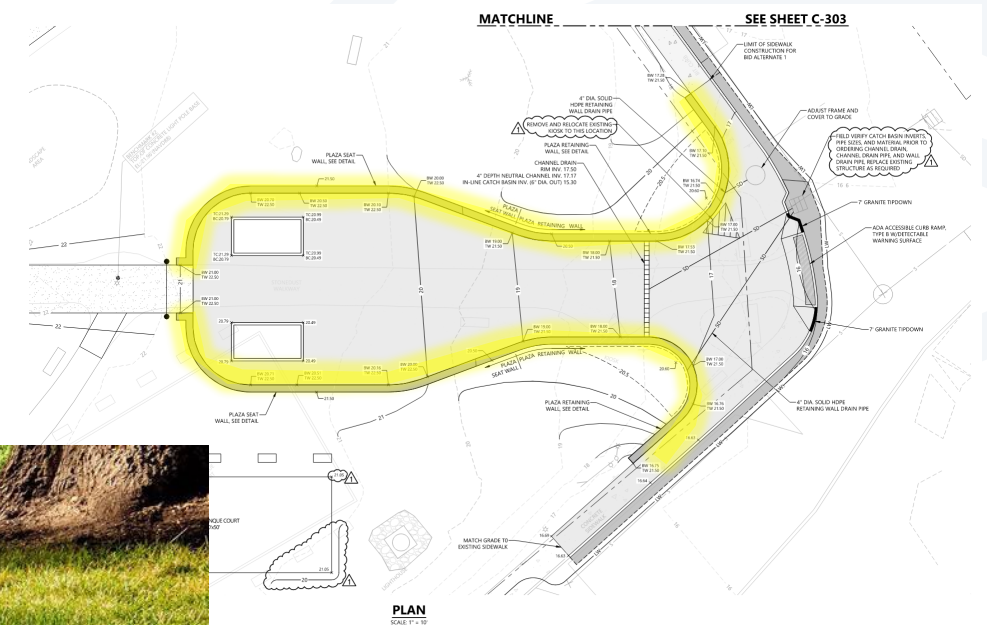
# Switch Concrete Walkway to Pavers at Entrance

- Reduces cost from \$268,275 to \$187,818.75



# Different Retaining Wall at Entrance

- Reduces cost from \$124,500 to \$90,000



#### NOTE:

1. MODULAR BLOCK WALL TO HAVE ACCEPTABLE LEVEL OF QUALITY EQUIVALENT TO BELGARD ASHLAR TANDEM WALL SHELBY COLOR WITH WALL CAP, SUPPLIED BY APG NEW ENGLAND, OR APPROVED EQUAL.

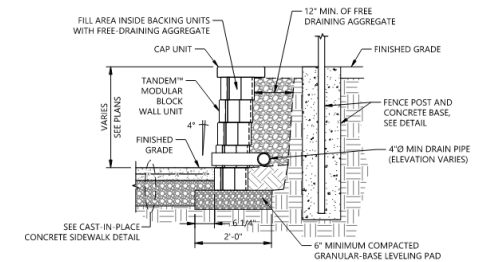
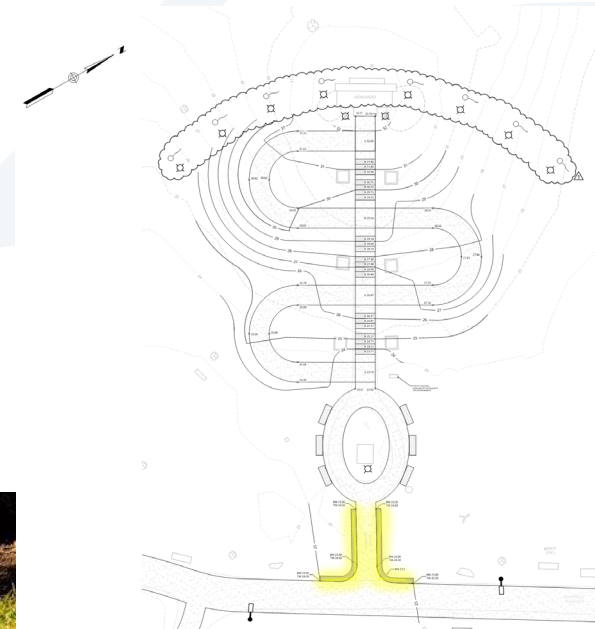
#### PLAZA RETAINING WALL

NOT TO SCALE



# Different Retaining Wall at Memorial

- Reduces cost from \$12,900 to \$10,000



**NOTE:**

1. MODULAR BLOCK WALL TO HAVE ACCEPTABLE LEVEL OF QUALITY EQUIVALENT TO BELGARD ASHLAR TANDEM WALL SHELBY COLOR WITH WALL CAP SUPPLIED BY APG NEW ENGLAND, OR APPROVED EQUAL.

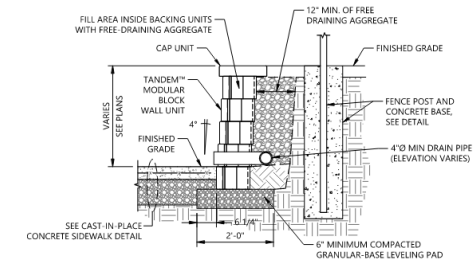
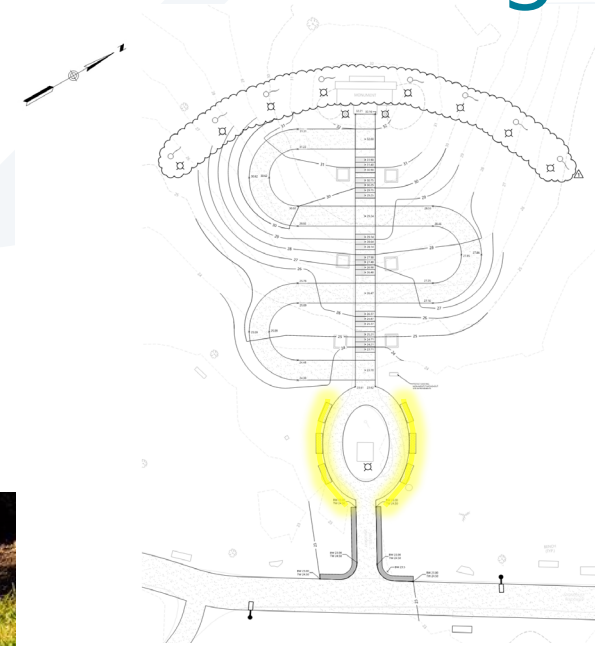
**RETAINING WALL (BID ALTERNATE 1)**

NOT TO SCALE



# Replace Stone Benches with Extended Retaining Wall

- Reduces cost from \$27,180 to \$12,000



**NOTE:**

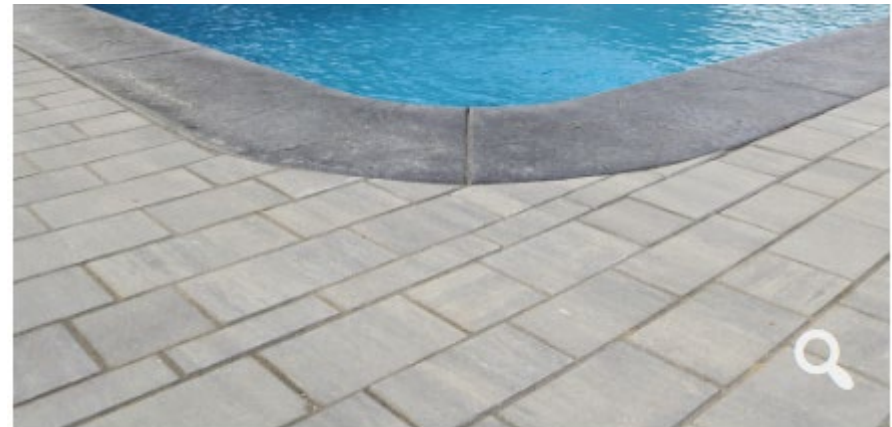
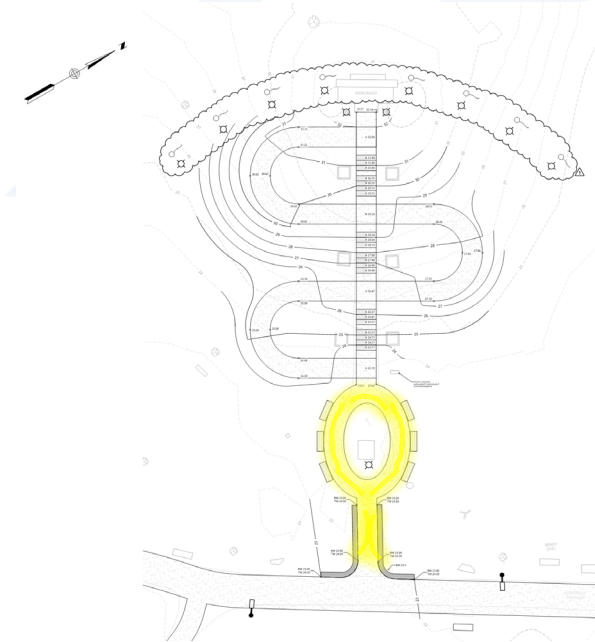
1. MODULAR BLOCK WALL TO HAVE ACCEPTABLE LEVEL OF QUALITY EQUIVALENT TO BELGARD ASHLAR TANDEM WALL SHELBY COLOR WITH WALL CAP, SUPPLIED BY APG NEW ENGLAND, OR APPROVED EQUAL.

**RETAINING WALL (BID ALTERNATE 1)**

NOT TO SCALE

# Pavers at Lower Memorial Area

- ▶ Improve aesthetic of lower memorial area but still save over Organic Lock Stonedust
- ▶ \$22,875 adder over pavement





# Remove Drainage

- ▶ Trench drain is a “Nice to Have” at entrance
  - Without trench drain, water would flow from entrance into road catch basin
  - Some sheet flow during heavy rain but no flooding anticipated
- ▶ Reduces cost by \$11,600

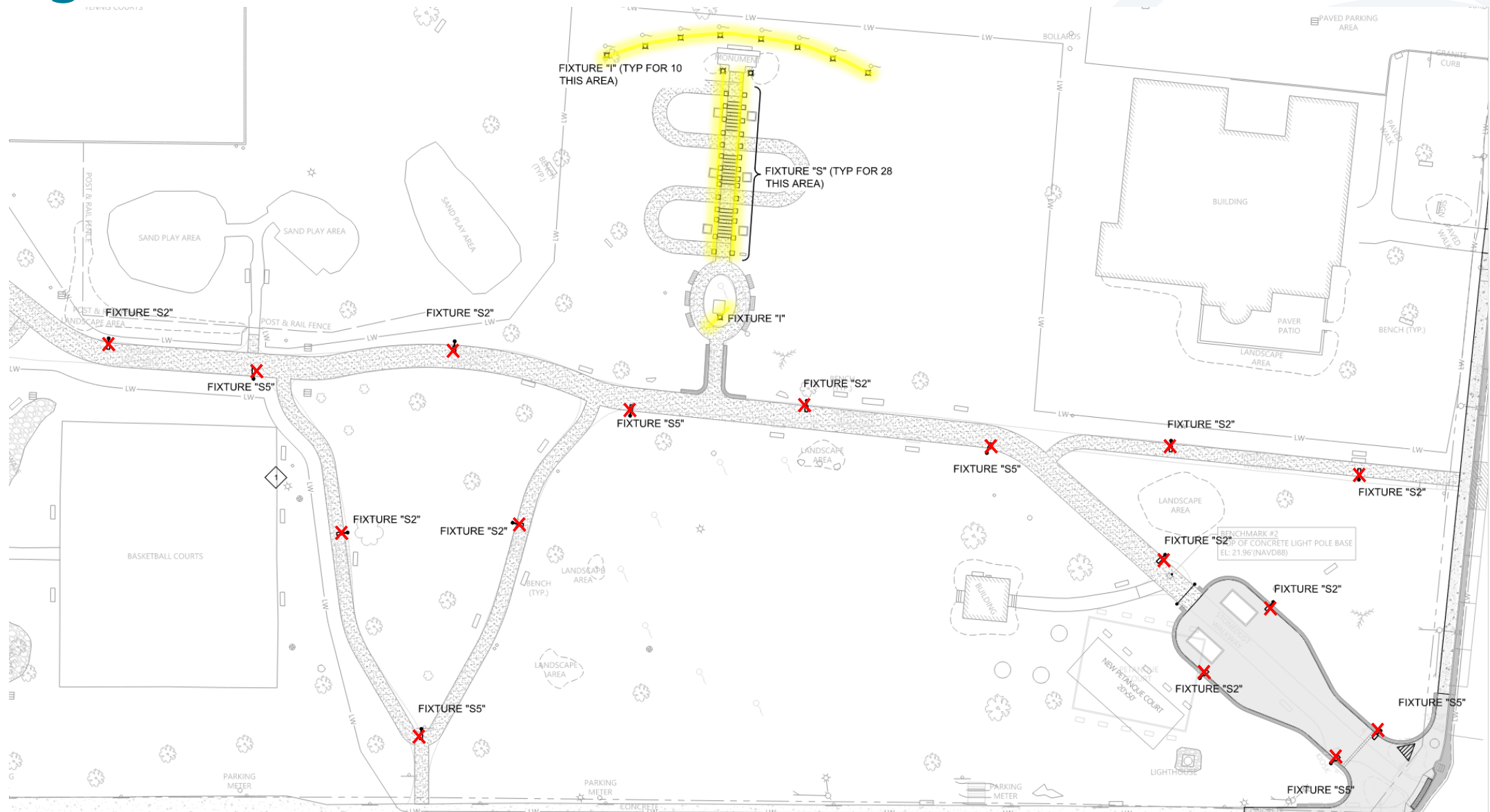


# Lighting Scope Changes

- ▶ Remove light poles along walkways
  - Town recently installed new lighting
- ▶ Conduit to be installed for future poles
- ▶ Uplighting for flag poles and along walkway up to memorial will remain in scope
- ▶ Reduces cost by \$75,344.00



# Light Poles



# Original Bid

Item	Original Cost
Mobilization/Demobilization	\$ 99,900
Site Demolition and Off-Site Disposal	\$ 18,800
Erosion and Sediment Control and Tree Protection	\$ 34,700
Traffic Control	\$ 13,500
Lighting	\$ 164,000
Site Electrical	\$ 147,900
Electrical Service Allowance	\$ 15,000
Landscaping	\$ 80,000
Pétanque Court	\$ 15,300
Park Features	\$ 186,800
Stone Dust Walkway (Base Bid Only)*	\$ 180,750
Concrete Walkway	\$ 268,275
Granite Curb	\$ 15,420
Pavement	\$ 6,300
Irrigation System	\$ 25,000
Retaining Walls and Seat Walls	\$ 137,400
Drainage Improvements	\$ 18,350

Total = \$1,427,395

# Reduction Estimates Summary

Item	Original Cost	Credit
Landscaping	\$ 80,000.00	
<i>Loam &amp; Seed in Lieu of Landscaping</i>		\$ 35,000.00
Park Features	\$ 186,800.00	
<i>Precast Stairs in Lieu of Cast-in Place</i>		\$ 15,000.00
<i>Remove Granite Slab Benches &amp; Extend Memorial Wall</i>		\$ 15,180.00
Park Walkway	\$ 180,750.00	
<i>Conventional Stonedust in Lieu of Organic Lock Stonedust</i>		\$ 137,205.00
<i>Regrade Walkway at Playground Area (Adder)</i>		\$ (500.00)
Irrigation System	\$ 25,000.00	
<i>Estimated Savings from Conventional Stonedust</i>		\$ 5,000.00
Entrance Walkway	\$ 268,275.00	
<i>Provide Pavers in Lieu of Concrete</i>		\$ 80,456.25
Retaining Walls and Seat Walls	\$ 137,400.00	
<i>Alternative Plaza Wall Block</i>		\$ 34,500.00
<i>Alternative Memorial Wall Block</i>		\$ 2,900.00
<i>Pavers at Memorial Entrance (Adder)</i>		\$ (22,875.00)
Drainage Improvements	\$ 18,350.00	
<i>Remove Drainage from Scope</i>		\$ 11,600.00
Lighting	\$ 164,000.00	
<i>Remove Pole Lights from Scope (Install Conduit for Future)</i>		\$ 75,344.00

Total Available Credit = \$388,810.25

Original Bid - Available Credit = Revised Cost  
 \$1,427,395.00 - \$388,810.25 = \$1,038,584.75

+5% Contingency

**Project Cost**  
**\$1,100,000.00**



Thank you!

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