



**AGENDA**  
**COUNCIL MEETING**  
**JUNE 2, 2020**  
**LISBON TOWN OFFICE**  
**7:00 P.M.**

**Town Council**  
Allen Ward, Chair  
Norm Albert, Vice Chairman  
Donald Fellows  
Jeffrey Ganong  
Kasie Kolbe  
Fernand Larochelle, Jr.  
Mark Lunt

1. CALL TO ORDER & PLEDGE TO FLAG
2. ROLL CALL
  - \_\_\_ Councilor Albert      \_\_\_ Councilor Fellows      \_\_\_ Councilor Ganong      \_\_\_ Councilor Kolbe
  - \_\_\_ Councilor Larochelle      \_\_\_ Councilor Lunt      \_\_\_ Councilor WardTown Clerk reading of meeting rules
3. GOOD NEWS & RECOGNITION  
2020-102 Spirit of America Tributes
4. PUBLIC HEARINGS
  - A. School Budget & School Capital Improvement Plan
  - B. Amend Chapter 70 Zoning – Add Accessory Dwelling Units Ord, Amend Definitions & Land Use Table
  - C. Amend Chapter 46 Streets, Sidewalks & Other Public Places, Article III-Street Acceptance Standards, Section 46-67 Documents required prior to Council acceptance
  - D. Itinerant Vendor License and Mobile Unit for Pesce Maine Lobster
  - E. Victualer's License for Antonio Briglio D/B/A Roadside BBQ (73 Lisbon Street)
  - F. Special Entertainment Permit for Frank's Restaurant & Pub
5. AUDIENCE PARTICIPATION & RESPONSE FOR AGENDA ITEMS
6. CONSENT AGENDA  
2020-103 ORDER –
  - A. Municipal Accounts Payable totaling \$231,925.37
  - B. Municipal Payroll Warrants totaling \$ 135,291.63
  - C. School Accounts Payable totaling \$104,308.15
  - D. School Payroll Warrants totaling \$ 461,755.87
  - E. Minutes of May 19, 2020
  - F. Itinerant Vendor License for Mobile Unit for Pesce Maine Lobster
  - G. Victualer's License for Antonio Briglio D/B/A Roadside BBQ (73 Lisbon Street)
  - H. Special Entertainment Permit & Liquor License for Frank's Restaurant & Pub
  - I. Liquor License Extension of License for On Premise for Franks and Flux (Allowing Outdoor Sales)
  - J. Set Public Hearings on June 16 for Marijuana Establishments – Delightful Hights, 207 Edibles, Lisbon Cannabis
  - K. Reschedule Municipal Budget Public Hearing to June 23, 2020 at 7PM
  - L. MS4 Stormwater Update
7. COUNCIL ORDERS, RESOLUTIONS, & ORDINANCES
  - 2020-104 ORDER – School Department Capital Reserve Request – Boiler Expense
  - 2020-105 ORDER – Moxie Festival's Tabled Vote from 5-5-2020 To cancel the 2020 Moxie Festival
  - 2020-106 ORDER– Chp 70 Zoning - Add Accessory Dwelling Units Ord, Amend Definitions & Land Use Table–*Second Reading*
  - 2020-107 ORDER – Amend Chapter 46 Streets, Sidewalks & Other Public Places, Article III, Sec 46-67 – *Second Reading*
  - 2020-108 ORDER – Award Paving Bids
  - 2020-109 ORDER – Award Pinewoods Road Bid
  - 2020-110 ORDER – Award Phase II Sewer Project Bid
  - 2020-111 ORDER – Emergency Ordinance To Promote Physical Distancing and Business Operations in Village Areas
8. OTHER BUSINESS
  - A. Council Committee Reports:
    1. School Committee (Councilor Albert)
    2. Planning Board (Councilor Fellows)
    3. LDC (Councilor Larochelle/Albert)
    4. Conservation Commission (Councilor Ward)
    5. Recreation (Councilor Albert)
    6. County Budget (Councilor Ward)
    7. Library (Councilor Lunt)
    8. Water Commission (Councilor Fellows)
  - B. Town Manager's Report
9. APPOINTMENTS
10. COUNCIL COMMUNICATIONS
11. AUDIENCE PARTICIPATION & RESPONSE NEW ITEMS
12. EXECUTIVE SESSION
13. ADJOURNMENT  
2020-112 ORDER – To Adjourn

**To comment on #4 Public Hearings,, #5 Audience Participation and #11 Audience Participation & Response New Items, email [award@lisbonme.org](mailto:award@lisbonme.org) when the Chair opens Agenda Items during this meeting.**

## SUMMARY OF LISBON COUNCIL MEETING RULES

*This summary is provided for guidance only. The complete council working rules may be found on the town website [www.lisbonme.org](http://www.lisbonme.org) on the Town Officials, Town Council page.*

The meeting agenda is available from the town website under Council Agendas and Minutes.

1. Please note the order that agenda items may be acted upon by the Council, however, if necessary, the Council may elect to change the order of the agenda.
2. The Council Chairman presides over the meeting. When the Chairman is not present, the Vice Chairman serves that function. The chair shall preserve decorum and decide all questions of order and procedure subject to appeal to the town council.
3. Public comment is not typically allowed during Council workshops. There may be occasions where public comment may be recruited, but normally, workshops are reserved for Council members to discuss and educate themselves on a variety of issues facing the Town. Prior to the conclusion of a workshop, if time permits, the chair may allow questions from the public.
4. During audience participation, anyone wishing to address council will wait to be recognized by the chair before beginning any remarks. Audience members will move to the lectern to address council, and shall provide name and address prior to addressing the council.
5. Note that "Consent Agenda" items (if there are any) are acted upon first, voted upon as a group, and will most often be voted on without discussion as these items often involve "housekeeping" issues (such as minor parking changes). On occasion "Consent Agenda" items are separated out as stand-alone action items by the Council to allow for more discussion.
6. Public comment on agenda items. General comments on agenda items should be made during audience participation. After introduction of an agenda item, appropriate motions, and time for explanation and council questions, the public may be allowed to comment on that agenda item at the discretion of the chair. During that period of time, the public comment shall address only the agenda item before council.
7. Action on agenda items. As each item on the agenda for any meeting is brought to the floor for discussion:
  - a. The town clerk reads the agenda item and the action being requested of council.
  - b. The sponsor of each item or, if there is no council sponsor, the town manager, or town staff, shall first be allowed to present their initial comments for consideration by the public and councilors.
  - c. Following this introduction of the issue, there will be time devoted to any questions of the sponsor or the town manager or staff regarding the agenda item which any councilor may have which would help to clarify the question presented by the agenda item. The chair may allow questions from the public during this time however; no debate or discussion of collateral issues shall be permitted.
  - d. When authorized by the chair, any additional public comment shall be no longer than two minutes per person and must be to request or furnish new or undisclosed information or viewpoints only.
  - e. Once an agenda item has been explained and clarified by any questioning, the discussion on the specific agenda item will remain with the council. Additional public comment, prior to final council vote; will only be allowed at the chairman's discretion.
8. New business is for the council to receive input on town matters not on the agenda for that meeting. It is not intended, nor shall it be construed as an opportunity for debate of previous agenda items or reinforcement of a point made by another speaker. Comments shall be to furnish new or undisclosed information or viewpoints and limited to a time period of two minutes or less and shall be directed through the chair.
9. If an "Executive Session" is conducted by the Council, State Statute prohibits public attendance for any discussion of the action to be addressed by the Council. Any action taken by the Council on any "Executive Session" matter must be acted upon in a public meeting, and may occur at the end of the "Executive Session" (which has no time element relative to the length of the discussion involved in the "session").





# Town of Lisbon

Diane Barnes  
Town Manager

**Town Council**  
Allen Ward, Chairman  
Norm Albert, Vice Chair  
Donald Fellows  
Jeffrey Ganong  
Kasie Kolbe  
Fernand Laroche, Jr.  
Mark Lunt

## MEMO

To: Town Council

From: Diane Barnes, Town Manager

Subject: Recommendations

Date: June 02, 2020

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### Consent Agenda Items 2020 – 103 A to L

#### **K. Reschedule Municipal Budget Public Hearing to June 23, 2020 at 7PM**

The Municipal Budget Public Hearing needs to be moved to June 23 to allow staff additional time to incorporate budget reductions and obtain new revenue estimates.

#### **L. MS4 Stormwater Update:**

The MS4 Stormwater Plan Update is included in the Council's packet. The current MS4 General Permit has been administratively continued until at least June 30, 2021. Each permit year coincides with the typical municipal fiscal year. Lisbon is wrapping up Fiscal Year 7 and going into Fiscal Year 8 for Lisbon in this program. Still there is no word on the town getting out of this program. For now, it is business as usual.

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### Agenda Item 2020 – 104 School Department Capital Reserve Request

The Capital Reserve Fund was created in 2011 to allow the School Committee to use existing money to pay for maintenance and minor remodeling. Since 2011, money from the undesignated balance and unanticipated revenues has been transferred into the Capital Reserve Fund. As you know, using the Capital Reserve Fund has allowed the Lisbon School Committee to utilize existing money without having to increase the taxpayer's local share. The current balance of the Capital Reserve Fund is \$77,897 and the following request is to utilize an amount not to exceed \$38,188 to cover the cost associated with the purchase of a replacement boiler at the Lisbon Community School.

On Monday, May 11, 2020, the Lisbon School Committee voted (5-0) to request authorization from the Town Council to utilize an amount not to exceed \$38,188 to cover the cost associated with the purchase of a replacement boiler at the Lisbon Community School. Attached you will see a copy of the scope of work from SIEMENS.

### Recommendation

**Permission to utilize an amount not to exceed \$38,188 to cover the cost associated with the purchase of a replacement boiler at the Lisbon Community School.**

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**Agenda Item 2020 – 108  
Award Paving Bids**

Town of Lisbon, Public Works Department sent a request for Bids on May 26 regarding the Street Resurfacing Program to all companies wanting to submit. The cut off time for submission for sealed bids was May 26, 2020 at 2:00 pm. In order, the bids received and opened were as follows:

1. Glidden Excavation - **\$629,034.00**
2. Spencer Group Paving, LLC - \$667,566.00
3. All States Asphalt - \$646,547.50
4. Crooker Construction - \$752,339.35
5. St. Laurent & Sons - \$648,579.25
6. Pike Industries Inc.- \$869,498.25
7. The Lane Construction Corp - Did not submit a Bid
8. Fine Line Paving & Grinding - Did not submit a Bid
9. Shaw Brothers Construction - Did not submit a Bid
10. P and B Paving - Did not submit a Bid

After thorough review of each submitted bid, Mr. Cyr recommends the winning bid go to Glidden Excavation, due to the lower cost and all work performed will meet our specification needs.

**Recommendation**

**To award the FY 2020-2021 paving bid to Glidden Excavation in an amount not to exceed \$475,000.**

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**Agenda Item 2020 – 109  
Pinewoods Road Bid**

On May 27, 2020, bids were opened for the Pinewood Road Roadway Improvements project. Seven bids were received as follow:

CONTRACTOR	ADDRESS	BASE BID	ALT. BID	TOTAL BID
Gendron & Gendron	Lewiston, Maine	\$997,594.80	\$97,977.00	\$1,095,571.80
St. Laurent & Son Inc.	Lewiston, Maine	\$1,059,749.00	\$107,800.00	\$1,167,549.00
J. Pratt Construction Inc.	Hebron, Maine	\$1,112,866.81	\$121,966.06	\$1,234,832.87
Crooker Construction	Topsham, Maine	\$1,225,641.00	\$164,370.00	\$1,390,011.00
T. Buck Construction	Turner, Maine	\$1,523,194.00	\$117,806.00	\$1,641,000.00
Pike Industries Inc.	Fairfield, Maine	\$1,680,500.00	\$129,000.00	\$1,809,500.00
Pratt & Sons Inc.	Mechanic Falls, Maine	\$1,625,400.00	\$187,000.00	\$1,812,400.00

In the Council packet you will find a copy of the bid tabulation and of the low bid from Gendron & Gendron. The base bid scope is for basic reconstruction of the roadway with minimal drainage improvements. The alternate bid includes drainage improvements which are highly recommended, that were determined to be needed during the design process, but had not been in the initial budget for the project. The total bid of \$1,095,571.80 is within the available budget and represents fair market value for the project. We therefore recommend awarding the project to Gendron & Gendron for the total bid of \$1,095,571.80.

**Recommendation**

**To award the bid for Reconstruction and Improvements to Pinewoods Road to Gendron & Gendron in an amount not to exceed \$1,095,571.80.**



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**Agenda Item 2020 – 110  
Phase II Sewer Improvement Project Bid**

On May 27, 2020, bids were opened for the Phase 2 Sewer Improvements project. Four bids were received as follow:

CONTRACTOR	ADDRESS	TOTAL BID
Gendron & Gendron	Lewiston, Maine	\$1,030,311.10
St. Laurent & Son Inc.	Lewiston, Maine	\$1, 138,940.00
T. Buck Construction	Turner, Maine	\$1,178,270.00
Crooker Construction	Topsham, Maine	\$1,343,530.00

In the Council packet you will find a copy of the bid tabulation which lists all of the bids, and a copy of the low bid from Gendron & Gendron. Although our firm has not worked directly with them, we understand that the Town is familiar with Gendron & Gendron and feels they are capable of completing the scope of work included in the contract. There are sufficient funds available in the Rural Development funding package for this project. Given the close range of values of most of the bids received, we feel that the price of the contract represents fair market value for the work. We therefore recommend that the Town award the contract to Gendron & Gendron in an amount not to exceed \$1,030,311.10 contingent on approval to do so from USDA Rural Development.

Gendron & Gendron has withdrawn their bid. Next lowest bid is St. Laurent & Son Inc.

**Recommendation**

**To award the Phase II Sewer Improvement Project Bid to St. Laurent & Son, Inc. in an amount not to exceed \$1,138,940.00.**

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**Agenda Item 2020 – 111  
Emergency Ordinance – To Promote Physical Distancing and Business Operations in Village Areas**

The Covid-19 pandemic and resulting closure of “non-essential” businesses has created significant challenges for Lisbon businesses. While local employers are developing plans to resume operations consistent with the State of Maine’s policies outlined in the Mills Administration’s Restarting Maine’s Economy plan, ECD has been in discussions with local businesses and Town Departments to develop plans to enable Lisbon businesses to temporarily use public space adjacent to their business for outdoor sales and service. Allowing businesses to use public outdoor spaces in a safe and organized manner will:

- Assist local employers to adapt to an uncertain business climate created by Covid-19
- Boost consumer confidence to dine and shop by providing ample space for social distancing
- Create safe opportunities for the community to gather
- Promote Lisbon as a business-friendly community

An optimal adaptation strategy will include semi-permanent practices that require minimal Town resources to manage and allow businesses to use adjacent public spaces on a predictable, regular daily schedule; combined with intermittent larger gatherings to serve as safe community celebrations and potentially large revenue events for businesses. Following are four approaches that can be implemented individually or in combination:

1. Enable businesses to use the entire sidewalk on the west side of Main Street and close the adjacent parallel parking lane to vehicles to accommodate pedestrian movement. This simple, semi-permanent solution

would allow businesses to use the full breadth of the 9' Main Street sidewalk for table service and retail displays, while having comparatively minimal impact on downtown parking and requiring limited Town resources for ongoing management. Closure of the parallel parking lane would be achieved by using traffic control cones and reflective barrels commonly used during road construction projects. Since the adjacent sidewalk would be considered an extension of existing premises for Main Street restaurants, insurance and licensing will be comparatively simple.

2. Install a large tent on the Municipal Lot at 11 Main Street (Lot U05-032) for shared use by local businesses. This semi-permanent solution would allow local restaurants to offer regular, predictable service under cover from the elements. This approach would require limited Town resources for ongoing management, but the tent rental expense is significant. Trade-offs for local restaurants include extra logistics to transport and serve food across Main Street, and additional insurance and licensing would be required because the tent would not be considered an extension of their current premises. Per month tent rental costs range from \$14,000 per month for a 60' x 120' tent to \$24,000 per month for an 80' x 150' tent. This option would eliminate comparatively more downtown parking than other options.

3. Endorse business use on 5' of existing Main Street sidewalk while leaving the remaining 4' for pedestrian movement. This simple, semi-permanent option would allow businesses to extend their existing premises to the sidewalk without eliminating any downtown parking spaces. The outdoor space gained for business use is comparatively small and this approach is best suited to compliment the resumption of limited indoor dining. Limited indoor dining was scheduled to resume in Lisbon on June 1 before the ban on indoor dining was extended indefinitely on May 27th.

4. Temporary closures of Main Street to create a pedestrian mall. A weekly or monthly closure of Main Street offers the opportunity to attract media coverage and promote Lisbon as a forward-thinking, business friendly community, while also offering a special celebratory occasion(s) for the community to gather. Closing Main Street on an intermittent basis will require minimal Town staff resources per occurrence. Closure would likely occur from roughly 4pm to 10pm. Police, Fire, Public Works, and Parks and Recreation Departments are supportive and willing to assist with a simple, "soft launch" pilot Main Street closure on Thursday, June 25th.

ECD is prepared to help coordinate the implementation of any or all of the above-mentioned approaches to assist the Lisbon community to adapt during this unprecedented time.

In order to allow businesses to re-open or to continue operating without undue hardship while also maximizing physical distancing, it will be necessary to adopt an emergency ordinance relating to traffic, parking, and outdoor dining and retail service in the Town's village areas.

### **Recommendation**

**To adopt the Emergency Ordinance as presented.**

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2020 SPIRIT OF AMERICA TRIBUTE

The 2020 Lisbon, Maine Spirit of America Foundation Tribute honors the Lisbon Junior Athletic League for 50 years of commendable community service. Providing for: Recognition of the Lisbon Junior Athletic League Board, its Coaches and Volunteers.

**BE IT RESOLVED** by the Town Council of the Town of Lisbon as follows:

**WHEREAS**, the Lisbon Junior Athletic League was founded in 1970 to provide Baseball and Softball and other athletic programs for Lisbon youth ages 5-18; and

**WHEREAS**, The Lisbon Junior Athletic League is committed to providing high-quality facilities and safe equipment for the use of their players; and

**WHEREAS**, The Lisbon Junior Athletic League strives to provide players with volunteer coaches who seek to teach those players the rules of the game along with proper baseball and softball fundamentals ; and

**WHEREAS**, The Lisbon Junior Athletic League volunteer coaches work with players of all ability levels and who remember that development of exceptional athletic skills and winning games is secondary to the development of players and providing players with positive examples and a positive baseball / softball experience; and

**WHEREAS**, the Lisbon Junior Athletic League is committed to the development of sportsmanship, teamwork, honesty, courage, respect for others, and physical fitness for all levels of competition in the Lisbon Community; and

**WHEREAS**, the Lisbon Junior Athletic League Celebrates 50 years of local athletic programing with the 2020 season; and

**WHEREAS**, the Lisbon Junior Athletic League Board of Directors, Coaches and Volunteers dedicate countless hours throughout the year planning Baseball and Softball programs every season for 300-400 Lisbon youth;

**NOW THEREFORE, BE IT RESOLVED** by the Town Council of the Town of Lisbon that the Lisbon Junior Athletic League Board of Directors, Coaches and Volunteers are hereby recognized for their great achievements and honors that they have brought upon this community with the 2020 Lisbon Spirit of America Foundation Tribute; and

**BE IT FURTHER RESOLVED** that a copy of this resolution be framed and presented to the Lisbon Junior Athletic League for appropriate display.

Dated: June 2, 2020

Lisbon Town Council

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

Lisbon Town Clerk

# RESOLUTION

The 2020 Lisbon, Maine Spirit of America Foundation Tribute honors Angie D'Amours for commendable community service.

Providing for: Recognition of Angie D'Amours volunteerism and community service.

**BE IT RESOLVED** by the Town Council of the Town of Lisbon as follows:

**WHEREAS**, Angie is well known throughout Lisbon for her selfless work with a variety of organizations including but not limited to: Positive Change Lisbon, Lisbon Parks and Recreation Committee, and the School Parent Action Group.

**WHEREAS**, Angie is a fearless and compassionate leader, who has no problem taking the lead on projects or serving as chair or president on committees. Just 3 years ago Angie led a team of volunteers to raise over 50,000.00 to purchase a new playground for the MTM Community Center. This team worked for two days installing the playground.

**WHEREAS**, Angie has spent years as a member of the Parent Teacher Organizations. She has worked with these schools helping to raise funds for students to attend camps and leadership seminars.

**WHEREAS**, Angie's vision and commitment to making Lisbon a better place to live and raise a family has not gone unnoticed. She has volunteered at our Moxie Festival 5K and Car Show. She is a planner on the Moxie Festival Committee.

**WHEREAS**, Angie is the current President of Positive Change Lisbon. This is a non-profit working with businesses, citizens, and the town to improve the image and business environment of Lisbon, Maine.

**NOW THEREFORE, BE IT RESOLVED** by the Town Council of the Town of Lisbon that Angie is hereby recognized for her admirable achievements and honors, which she has instilled upon this community with the 2020 Lisbon Spirit of America Foundation Tribute; and

**BE IT FURTHER RESOLVED** that a copy of this resolution be framed and presented to Angie for appropriate display.

Dated: June 2, 2020

Lisbon Town Council

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

Lisbon Town Clerk



TOWN OF LISBON

NOTICE OF AMOUNTS ADOPTED AT TOWN COUNCIL MEETING  
FOR VOTERS AT SCHOOL BUDGET  
VALIDATION REFERENDUM

TO: Clerk of Town of Lisbon, State of Maine

Pursuant to 20-A M.R.S.A. §§ 1486(2) and 2307 this Notice is to be displayed at all polling places for the school budget validation referendum to be held on June 11, 2019, to assist the voters in voting on whether to ratify the school budget approved at the May 14, 2019 Town Council Meeting. **Note: The amount adopted by Town Council is the amount submitted to the voters at referendum.** If the council has changed the total budget recommended by the school committee, and that change is approved at referendum, the school committee shall adjust the individual cost center lines as provided by 20-A M.R.S.A. §2307 and Town Charter.

Cost Center Summary Budget Category	Amount Proposed by School Committee
Student and Staff Support	\$ 1,468,715
System Administration	\$ 516,018
School Administration	\$ 906,930
Facilities Maintenance	\$ 1,706,261
Transportation and Buses	\$ 1,012,455
School Nutrition Transfer	\$ 231,000
Debt Service and Other Commitments	\$ 1,247,320
Regular Instruction	\$ 7,068,301
Special Education	\$ 3,229,555
Career & Technical	\$ 0
Other Instruction	\$ 396,523

Summary of Total Authorized School Budget Expenditures

Amount Proposed by School Committee: \$ 17,783,078

**Amount Approved by Town Council and Submitted to Voters: \$ \_\_\_\_\_**

The amount approved for the school budget at the town council meeting includes locally raised funds over and above the town's local contribution to the total cost of funding public education from kindergarten to grade 12 as described in the Essential Programs and Services Funding Act.

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\_\_\_\_\_  
\_\_\_\_\_

A majority of the School Committee

Completed and countersigned by: \_\_\_\_\_  
Superintendent of Schools

June 1, 2020

VOTE TO BE ADOPTED BY THE  
SCHOOL COMMITTEE  
TOWN OF LISBON

VOTED: That pursuant to 20-A M.R.S.A. §§ 1486(2) and 2307, the form of Notice of Amounts Adopted at Town Council Meeting be approved, and that the Superintendent of Schools be authorized and directed to complete said Notice in accordance with the meeting at which the school budget is approved, and to cause said notice, as completed, to be delivered to the Town Clerk for display at all polling places for the school budget validation referendum to be held following the meeting at which the Town Council approves the school budget.

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LISBON SCHOOL DEPARTMENT  
SCHOOL DEPARTMENT PROPOSED 2020-2021 BUDGET  
COST CENTERS  
AS OF 5/27/2020

<u>BUDGET BY ARTICLE</u>	<u>APPROVED BUDGET 2019-2020</u>	<u>PROPOSED BUDGET 2020-2021</u>	<u>\$ DIFFERENCE INCREASE (DECREASE)</u>	<u>% DIFFERENCE INCREASE (DECREASE)</u>
<b>STUDENT &amp; STAFF SUPPORT</b> Includes: Guidance, Nurse, Library, Technology System Administrator, Improvement of Instruction, Technology Funds, and Curriculum Funds.	\$ 1,383,183	\$ 1,468,715	\$ 85,532	6.18%
<b>SYSTEM ADMINISTRATION</b> Includes: School Committee, Superintendent, Community Relations, and Business Office.	\$ 509,017	\$ 516,018	\$ 7,001	1.38%
<b>SCHOOL ADMINISTRATION</b> Includes: All Principals	\$ 874,326	\$ 906,930	\$ 32,604	3.73%
<b>FACILITIES MAINTENANCE</b> Includes: Custodial K-5, Custodial 6-8, Custodial 9-12, Custodial CO, and Grounds & Maintenance of Plant.	\$ 1,624,447	\$ 1,706,261	\$ 81,814	5.04%
<b>TRANSPORTATION AND BUSES</b>	\$ 978,291	\$ 1,012,455	\$ 34,164	3.49%
<b>SCHOOL NUTRITION TRANSFER</b>	\$ 203,580	\$ 231,000	\$ 27,420	13.47%
<b>DEBT SERVICE</b>	\$ 1,268,844	\$ 1,247,320	\$ (21,524)	-1.70%
<b>REGULAR INSTRUCTION</b> Includes: Elementary Instruction, Lisbon Community School, PWSugg Middle, Secondary Instruction, Lisbon High School, English as a Second Language, Gifted & Talented, and Gartley Street School.	\$ 6,857,150	\$ 7,068,301	\$ 211,151	3.08%
<b>SPECIAL EDUCATION</b>	\$ 2,694,152	\$ 3,229,555	\$ 535,403	19.87%
<b>CAREER &amp; TECHNICAL</b>	\$ -	\$ -	\$ -	0.00%
<b>OTHER INSTRUCTION</b> Includes: Co-Curricular	\$ 411,427	\$ 396,523	\$ (14,904)	-3.62%
<b>Total General Fund Articles</b>	<b>\$ 16,804,417</b>	<b>\$ 17,783,078</b>	<b>\$ 978,661</b>	<b>5.82%</b>
<b>ADULT EDUCATION</b>	\$ 33,618	\$ 33,618	\$ -	0.00%
<b>Total of All Articles</b>	<b>\$ 16,838,035</b>	<b>\$ 17,816,696</b>	<b>\$ 978,661</b>	<b>5.81%</b>

# 20-21 Subsidy Comparison Report

Lisbon School Department

(All Subsidy figures for 20/21 are Preliminary!)

	FUNDING 19/20**	FUNDING 20/21	Difference
<b>General Education Budget:</b>		Budget Expenditures as of 06/30/2019	
<b>Budget Expenditures-Fund 100</b>	<b>\$ 16,804,417</b>	<b>\$ 17,783,078</b>	<b>\$978,661.00</b>
Amount from Unassigned Fund Balance:			
Balance to help defray taxes	\$118,211	\$118,211	\$0
State Grant/MLTI	\$43,198	\$0	(\$43,198)
Regular Instruction Reserve Account	\$0	\$0	
Anticipated Revenue:			
Capital Reserve Fund-GPC	\$43,209	\$43,209	(\$0)
Interest Credit	\$20,508	\$19,426	(\$1,082)
CARES Act	\$0	\$84,000	\$84,000
Special Purpose School	\$135,000	\$300,000	\$165,000
<b>Total Revenue</b>	<b>\$360,126</b>	<b>\$564,846</b>	<b>\$204,720</b>
<b>Total Budget after Revenue</b>	<b>\$16,444,291</b>	<b>\$ 17,218,232</b>	<b>\$773,941</b>
<b>Local Only Debt Service</b>	<b>\$460,409</b>	<b>\$454,034</b>	<b>(\$6,375)</b>
<b>Total Budget after Revenue and Local Only Debt Service</b>	<b>\$15,983,882</b>	<b>\$ 16,764,198</b>	<b>\$780,316</b>
<b>100% EPS</b>	<b>\$13,543,443</b>	<b>\$14,114,664 *</b>	<b>\$571,221</b>
<b>Amount above 100% EPS</b>	<b>\$2,440,439</b>	<b>\$ 2,649,534</b>	<b>\$ 209,095</b>
<b>Transition Amount</b>	<b>\$0</b>	<b>\$0 *</b>	<b>\$0</b>
<b>Total Additional Local Funds</b>	<b>\$2,440,439</b>	<b>\$ 2,649,534</b>	<b>\$ 209,095</b>
<b>State Subsidy:</b>			
State Contribution	\$9,056,649	\$9,536,727 *	\$480,078
Required Local Contribution	\$4,486,794	\$4,577,937 *	\$91,143
Local Only Debt Service	\$460,409	\$454,034	(\$6,375)
Local Additional Funds	\$2,440,439	\$ 2,649,534	\$209,095
<b>Total Local Funding</b>	<b>\$7,387,642</b>	<b>\$7,681,505</b>	<b>\$293,863</b>
	<b>\$16,444,291</b>	<b>\$17,218,232</b>	<b>\$773,941</b>

There is an increase in State Funding from 19/20 to 20/21 of \$480,078  
There is a increase in Local Funding from 19/20 to 20/21 of \$293,863

\* Amounts based on Legislative Budget Approval FY 20/21 ED279 as of January 31, 2020  
\*\* Amounts from Town Council Meeting dated \_\_\_\_\_

## Adult Education:

Anticipated Revenue	\$3,500	\$3,500	#	\$0
State Contribution	\$7,544 **	\$7,884 ***		\$340
Total Local Funding	\$22,574 **	\$22,234		(\$340)
<b>Total Expenditures</b>	<b>\$33,618</b>	<b>\$33,618</b>		<b>\$0</b>

There is an increase in State Funding from 19/20 to 20/21 of \$340  
There is a decrease in Local Funding from 19/20 to 20/21 of (\$340)

# Amount based on actual revenue received in 19-20  
\*\*\* Amount based on actual subsidy received in 19-20

<b>Total Increase to Taxes:</b>	<b>\$7,410,216</b>	<b>\$7,703,739</b>	<b>\$293,523</b>
<b>Total increase in Budget Including Adult Education:</b>	<b>\$16,838,035</b>	<b>\$17,816,696</b>	<b>\$978,661</b>

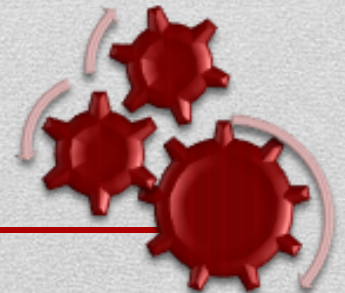


*The Lisbon School Department is  
united with our community to  
provide a personalized, innovative  
education for all learners in an  
ever-changing world.*

# **2020-2021 School Budget**

**Lisbon School Department**

June 2, 2019

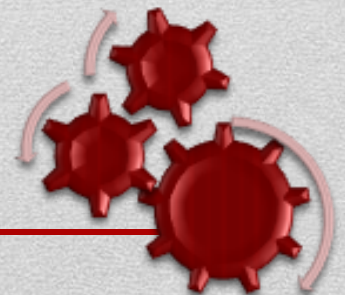


The proposed budget is based on the ED-279 figures that we received on January 30, 2020.

The recommendations in this proposed budget include an overall budget increase of 5.8% or \$978,661. The total budget, including Adult Education, is \$17,816,696. The Total Local Funding Amount, including Adult Education, is \$7,703,739 which would result in a 3.96% or \$293,523 increase in the local taxes.

# Budget Overview

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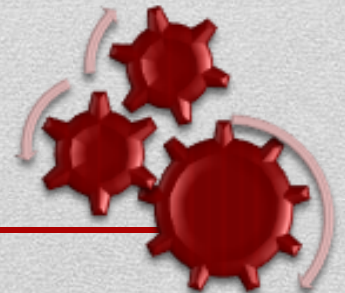




**Total Budget**  
**Contributing Factors**  
**State Contribution**  
**Total Local Funding**  
**Budget History**  
**Capital Reserve Fund**  
**Unassigned/Fund Balance Amount**  
**Variables**

# **Budget Components**

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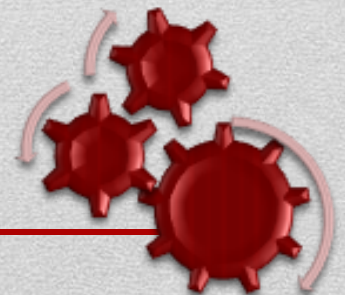


The total budget is a combination of the State and Local Contributions, Adult Education and Revenues. The total amount of the proposed school budget is listed below.

<b>Revenues</b>	\$564,846 (57% or \$204,720 Increase)
<b>State Contribution</b>	\$9,536,727 (5.3% or \$480,078 Increase)
<b>Local Contribution</b>	\$7,681,505 (3.97% or \$293,863 Increase)
<hr/>	
<b>Total Budget (+AE)</b>	\$17,816,696 (5.8% or \$978,661 Increase)

# Total Budget

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The major contributing factors in this budget include the following items. The proposed budget utilizes an additional \$165,000 in G.S.S. revenue and \$84,000 in CARES Act Funding to offset the increase.

**Salaries Benefits**

**Maine State Retirement**

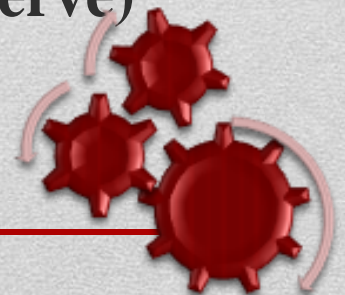
**Nutrition**

**Special Education (OOD Placement, SEED)**

**Student Support Services (Guidance, Coordinators)**

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**COVID-19 (CARES and Regular Instruction Reserve)**

**Contributing Factors**



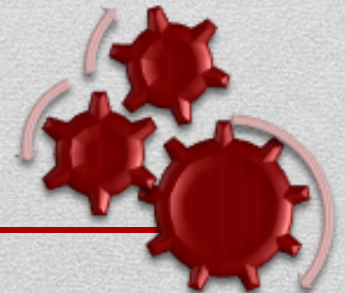
State subsidy is determined through a combination of funding formulas. The current State Contribution is \$9,536,727 (5.3% or \$480,078 Increase).

## **Essential Programs and Services (EPS)**

- Teachers, Guidance, Librarians, Health, Ed- Techs, Library Techs, and Clerical.
- Amount Above 100% EPS (\$2,649,534)
  - Athletics/Co-Curricular
  - Nutrition
  - Teacher Retirement
  - Service Center Penalty
  - Substitute Pay

# **State Contribution**

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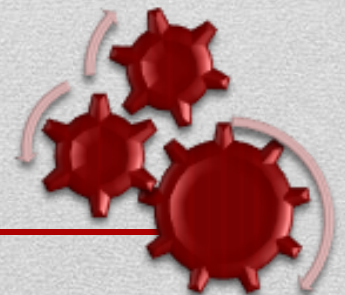


The Total Local Funding is the amount of funding required to be raised locally through taxes.

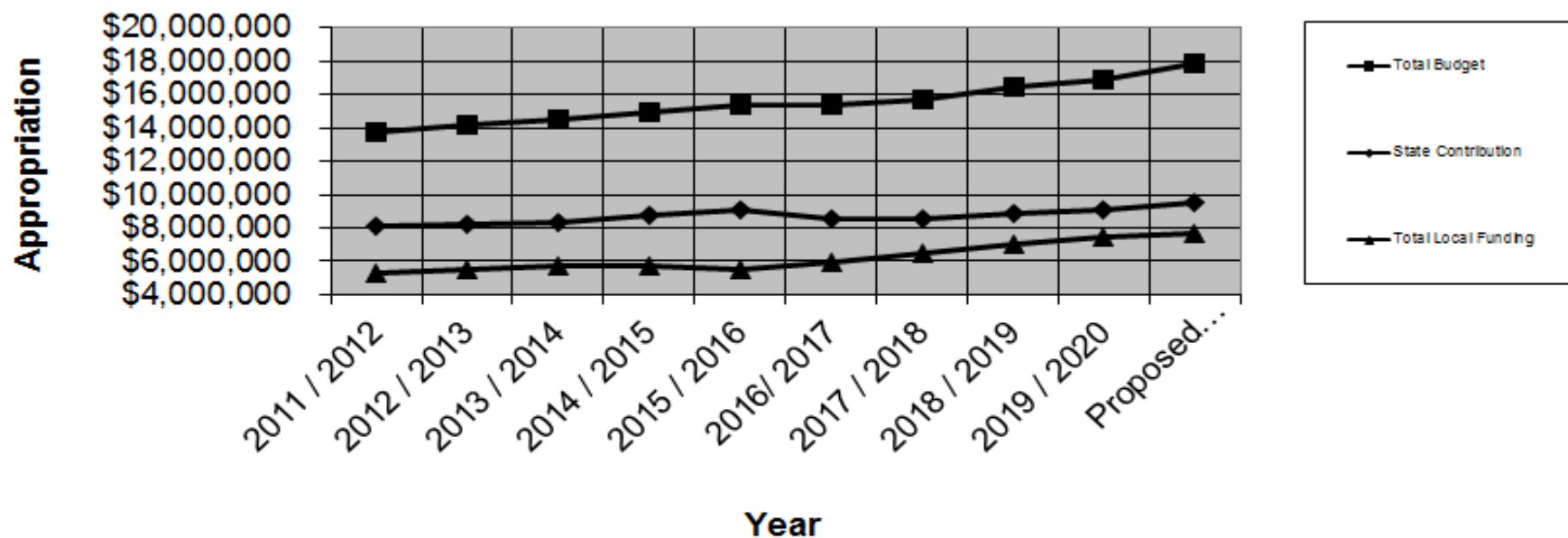
The current Required Local Contribution proposed in this budget is \$7,681,505 (3.97% Increase).

# **Total Local Funding**

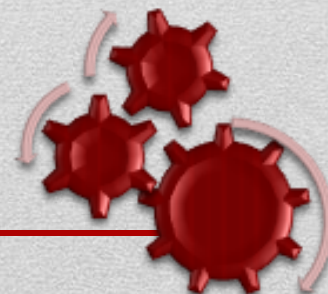
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## Lisbon School Department 10 Year History



# Budget History



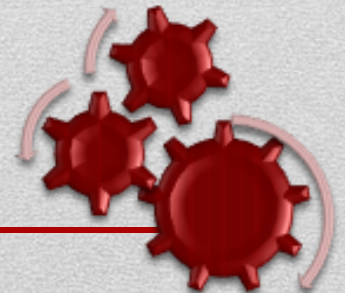


The Capital Reserve Fund was established in 2012. This fund is intended for the maintenance of plant and minor remodeling. As of June 2, 2020, the balance is \$71,484.

The 2019-2020 School Budget is built on the use of \$43,209 from the Capital Reserve Fund.

# Capital Reserve Fund

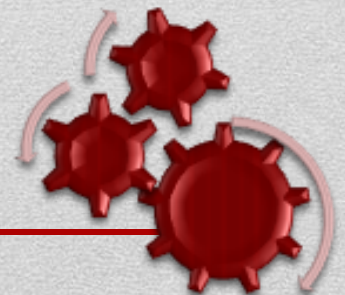
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Each year the school department utilizes Unassigned Funds, from the ending school budget and unanticipated revenue, to build the next budget. The Unassigned Amount used to build the 2020-2021 budget is \$118,211.

# **Unassigned Amount**

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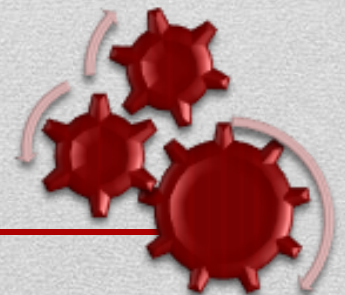


There are still some variables that may provide additional costs/savings.

- Anticipated/Actual Resignations/Restructuring
- Capital Reserve
- Special Education
- Gartley Street Revenue
- Unanticipated Revenue
- Regular Instruction Reserve (Unassigned)

# Variables

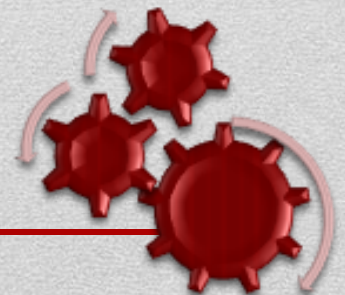
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The recommendations in this proposed budget include an overall budget increase of 5.8% or \$978,661. The total budget, including Adult Education, is \$17,816,696. The Total Local Funding Amount, including Adult Education, is \$7,703,739 which would result in a 3.96% or \$293,523 increase in the local taxes.

# Budget Summary

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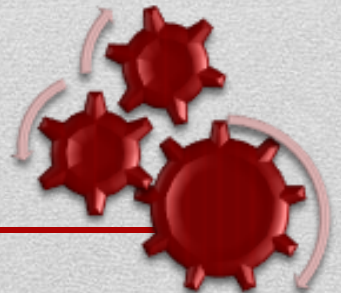






# Questions

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Per Lisbon Charter  
Notice Posted by the School Department  
Ad Placed in Sun Journal May 10  
Ad Placed in Sun Journal May 25

Town of Lisbon  
Public Hearing  
FY 2020-2021 School Budget &  
School Capital Improvement Plan

The Lisbon Town Council will hold a public hearing on Tuesday, **June 2nd, 2020** at 7:00PM to discuss the FY 2020-2021 School Budget and Capital Improvement Budget. Both Capital Improvement Budget and the proposed school budget summary can be obtained online at [www.lisbonme.org](http://www.lisbonme.org) or [www.lisbonschoolsme.org](http://www.lisbonschoolsme.org).

You may review the materials online on the town's website at [www.lisbonme.org](http://www.lisbonme.org) or [www.lisbonschoolsme.org](http://www.lisbonschoolsme.org)

Lisbon Town Council.





## ***TOWN OF LISBON***

300 Lisbon Street, Lisbon, ME 04250

*Twila D. Lycette, Town Clerk*

*Lisa Smith, Deputy Clerk*

### ***Town of Lisbon***

## ***PUBLIC HEARING***

Notice is hereby given that the Lisbon Town Council intends to hold a public hearing on June 2, 2020 at 7:00 PM at the Town Office at 300 Lisbon Street in the Public Meeting Room to hear comments on Amending Chapter 70 Zoning, Sec 70-1 definitions, Sec 70-531 Table of Land Uses, add new section, to include Accessory Dwelling Units, and Chapter 46 Streets, Article III, Sec 46-67 Documentation required prior to Council Acceptance to eliminate filing mylar plans.

The public is invited to attend.

Twila Lycette, Town Clerk


Constable's  
Return Of Posting  
State Of Maine

Lisbon,

Androscoggin, ss.

Pursuant to the within notice, I have posted said notice at the Lisbon Falls Post Office, this being in District 2, and being a conspicuous and public place within the Town of Lisbon.

Date: 5.6.20

  
\_\_\_\_\_  
Constable, Town of Lisbon

\_\_\_\_ Posted on Website  
\_\_\_\_ Posted on Bulletin Board  
\_\_\_\_ Police Department to Post Offices  
\_\_\_\_ Sun Journal Newspaper Ad



## **TOWN OF LISBON**

300 Lisbon Street, Lisbon, ME 04250

20-4543

Twila D. Lycette, Town Clerk

Lisa Smith, Deputy Clerk

# **PUBLIC HEARING**

### *Itinerant Vendor*

Notice is hereby given that the Lisbon Town Council intends to hold a public hearing on June 2, 2020 at 7:00 PM at the Town Office at 300 Lisbon Street in the Public Meeting Room to hear comments on an Itinerant Vendor License renewal for the following:

Pesce Maine Lobster  
501 Lisbon Street  
Lisbon Falls, Me 04252

The public is invited to attend.

Twila Lycette, Town Clerk

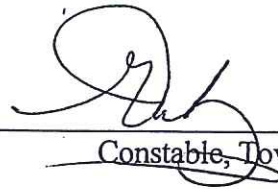
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Date: 5-6-20



Constable, Town of Lisbon

- ☐ Posted on Website
- ☐ Posted on Bulletin Board
- ☐ Police Department to Post Offices
- ☐ Sun Journal Newspaper Ad





## **TOWN OF LISBON**

300 Lisbon Street, Lisbon, ME 04250

Twila D. Lycette, Town Clerk

Lisa Smith, Deputy Clerk

### ***PUBLIC HEARING***

*The Lisbon Town Council will hold a public hearing on June 2, 2020 at 7:00 PM at the Town Office at 300 Lisbon Street in the Public Meeting Room for the purpose of considering the following:*

*New Victualer's License*

*Antonio Briglio d/b/a Roadside Barbecue*

*73 Lisbon St*

*Lisbon, ME 04250*

*And*

*Renewal Special Entertainment Permit*

*Frank's Restaurant & Pub*

*2 Main Street*

*Lisbon Falls, ME 04252*

*The public is invited to attend.*

*Twila Lycette, Town Clerk*

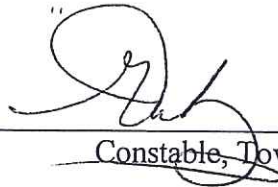
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Date: 5-6-20

  
\_\_\_\_\_  
Constable, Town of Lisbon

\_\_\_\_\_  
Posted on Website  
\_\_\_\_\_  
Posted on Bulletin Board  
\_\_\_\_\_  
Police Department to Post Offices  
\_\_\_\_\_  
Sun Journal Newspaper Ad

**Agenda Date:**

Date	Brenda Martin	Municipal Accts Payable
5/27/2020	# 5272020	\$7,810.85
6/2/2020	#622020	\$224,114.52
		<u><u>\$231,925.37</u></u>

Date	Megan Lavigne	Municipal Payroll Warrants
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Date	Louise Levesque	School Accts Payable
6/1/2020	#2021	\$104,308.15
		<u><u>\$104,308.15</u></u>

Date	Eva Huston	School Payroll Warrants
5/29/2020	#1096	\$352,506.20
5/29/2020	#1097	\$13,372.30
5/29/2020	#1098	\$84,954.93
		<u><u>\$450,833.43</u></u>





**TOWN COUNCIL  
ZOOM  
MEETING MINUTES  
MAY 19, 2020**

Fern Larochelle 2020  
Normand Albert, Vice Chair 2021  
Kasie Kolbe 2021  
Allen Ward, Chairman 2021  
Mark Lunt 2022  
Donald Fellows 2022  
Jeffrey Ganong 2022

**CALL TO ORDER.** The Chairman, Allen Ward, called the meeting to order and led the pledge of allegiance to the flag at 7:10 PM.

**ROLL CALL.** Members present were Councilors Ward, Albert, Kolbe, Lunt, Larochelle, Ganong, and Fellows. Also present were Diane Barnes, Town Manager; Auditor Ron Smith, RHR Smith & Company; Kristina Howe, RHR Smith & Company; and no other citizens in the audience.

**GOOD NEWS & RECOGNITION - NONE**

**PUBLIC HEARINGS - NONE**

**AUDIENCE PARTICIPATION & RESPONSE FOR AGENDA ITEMS - NONE**

Those listening from Town Hall Live Video Streaming were invited to address the Council by emailing [brichardson@lisbonme.org](mailto:brichardson@lisbonme.org) with comments at this time. Mr. Richardson reported no emails received.

**CONSENT AGENDA**

**VOTE (2020-90)** Councilor Larochelle, seconded by Councilor Kolbe moved to approve the following consent agenda items:

- A. Municipal Accounts Payable – for \$ 120,111.73
- B. Municipal Payroll Warrants – for \$ 135,895.46
- C. School Accounts Payable – for \$ 54,118.85
- D. School Payroll Warrants – for \$7,246.00
- E. Minutes of April 28, 2020 and May 5, 2020
- F. Set Public Hearing on June 2 for Victualer's License for Antonio Briglio d/b/a Roadside Barbecue -73 Lisbon St
- G. Set Public Hearing for June 2 for Special Entertainment Permit for Franks
- H. Personnel Policy Amendment to Section 90-37- Holiday Schedule changing Columbus Day to Indigenous Peoples Day

**Roll Call Vote:** Yeas – Albert, Lunt, Larochelle, Ward, Kolbe, Ganong and Fellows. Nays - None. Order passed - Vote 7-0.

**COUNCIL ORDERS, RESOLUTIONS, & ORDINANCES**

**AUDIT PRESENTATION**

**INTRODUCTION:** Mr. Smith introduced Kristina Howe from RHR Smith & Company. He said Ms. Howe would give the Council an overview of the financial statement and highlight some points of interest this year.

Ms. Howe said Lisbon received an unmodified opinion this year, which is the highest favorable opinion one can receive. She mentioned that the town received its federal compliance audit with an unmodified opinion for that as

well. They audited the Wastewater Treatment Plant program on the town side this year. She reported page 20 in the audit has been broken down differently this year, pointing out that Council controls these numbers. Special project revenues and earmarked funds residing in the general fund for capital projects have now been pulled out and have been restated and brought over to their own separate schedules. The general fund balance at the end of Fiscal Year 2019 was about \$2.5 million dollars, which translates into about 2 months of the town's operating expenses. Mr. Smith said this is up about 5 days over last year's amount.

Ms. Howe said from page 22, Statement E of revenue, expenditures, and changes in funds showed overall that the general fund balance went down, but it went down by only 5%. Mr. Smith explained the unassigned fund balance went up and the general fund balance went down, largely because the town spent a lot of its restricted money, in other words, projects that were earmarked were spent in 2019, which is why the totality of the fund balance went down but the unassigned went up. The increases showed that excise taxes were stronger by about \$125,000 and the town did not expend all the money it had appropriated for expenses so that lapsed and rolled back forward. He said the town returned some expenses so back to the bottom line that was about \$250,000 to \$300,000. Ms. Howe said the town also decided to pay off some debt ahead of schedule and that came to about \$300,000, also.

Ms. Howe said on page 91 is the budget to actual that shows some over drafted accounts, but not very many. On page 92 is Schedule 1A showing that education fund RHR Smith pulled out from the general fund. On page 109 is that restricted money earmarked for Capital Projects and so on that RHR Smith, also, pulled out from the general fund. She said they also created a breakout of those funds if you look even further into the financial statements.

Mr. Smith said 2019 was a tough transition year. He said the Town Manager lost the Finance Director, which had to be replaced; the town went through the MUNIS conversion and that was brutal with ongoing MUNIS issues; plus tackling the School Department reconciliation, which had been problematic, but those details are working out, although meetings are on hold right now, they are on top of this for 2020-2021. He said they do not expect to see the MUNIS problems again, but there will still be some MUNIS struggles for sure. He said they did not miss any deadlines and hats off to all hands on deck.

COUNCILOR COMMENTS: Mrs. Barnes said next year the town would be in a better position. Right now, she said, she is working on settling with the School Department reconciling month by month. Mr. Smith said we all know what needs to be done so it is just a matter of getting to it and getting it done. Councilor Ward pointed out RHR Smith's involvement with the good working relationship the town has with the school department. He thanked everyone for their hard work this year and stated, we have a good thing going. Mr. Smith said it is as strong as it has ever been and that it took a lot of hard work on everyone's part.

#### JAMES CARVILLE D/B/A RIVERSIDE FLEA MARKET ITINERANT VENDOR/OUTDOOR FLEA MARKET PERMIT

**VOTE (2020-92A)** Councilor Larochelle, seconded by Councilor Fellows moved to approve the Itinerant Vendor/Outdoor Flea Market Permit for James Carville.

**VOTE (2020-92B) Amendment #1:** Councilor Larochelle, seconded by Donald Fellows moved to make the license conditional upon his compliance with the restrictions that are in place and that he follows the Guidelines set by the Governor's Executive Orders.

**Amendment # 1 Vote by Roll Call:** Yeas – Albert, Lunt, Larochelle, Ward, Kolbe, Ganong and Fellows. Nays - None. Order passed - Vote 7-0.

**Main Order as Amended - Roll Call Vote:** Yeas – Albert, Lunt, Larochelle, Ward, Kolbe, Ganong and Fellows. Nays - None. Order passed - Vote 7-0.

#### COVID-19 EMERGENCY SUPPLEMENT FUNDING GRANT

INTRODUCTION: Chief Hagan reported the Police Department has the opportunity to apply for Federal funds through the 2020 Coronavirus Emergency Supplement Funding Grant. This grant was designed to assist law enforcement agencies attempting to address safety concerns directly related to the COVID-19 Pandemic and does not require any matching funds.



Chief Hagan said if approved by Council, the Police Department would apply for funding to purchase "Personal Protective Kits" that will protect our officers in any environment that we may encounter during the course of their duties. The kits are designed for law enforcement use, approved by the National Institute for Occupational Safety and Health (NIOSH), and include: protective masks with filters, a protective suit that can be worn on the outside of our officers uniform, rubber boots, and gloves. The kits are \$419.95 each, will not expire for ten years, and protect our officers in any chemical or biological environment in addition to a positive COVID-19 scenario. The total funding requested would be \$7,559.10.

Chief Hagan requested Council permission to apply for, accept, and spend any funding amount allotted through this grant process towards the above purchase.

**VOTE (2020-93)** Councilor Fellows, seconded by Councilor Larochelle moved to authorize the Town Manager to apply for a COVID-19 Emergency Supplement Funding Grant in the amount of \$7,559.10 and to accept and spend any funding amount allotted through this grant process towards the purchase of Personal Protective Kits.

**Roll Call Vote:** Yeas – Albert, Lunt, Larochelle, Ward, Kolbe, Ganong and Fellows. Nays - None. Order passed - Vote 7-0.

#### COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) HOUSING ASSISTANCE APPLICATION

**INTRODUCTION:** Mr. Richardson reported in April 2020, the Maine Department of Economic and Community Development's Office of Community Development invited the Town of Lisbon to submit a Community Development Block Grant (CDBG) application for the Housing Assistance (HA) program to support the creation of additional affordable housing units at the Farwell Mill by Realty Resources Management (RRM).

Mr. Richardson said the CDBG Housing Assistance program does not allow private developers to directly apply for funding. CDBG guidelines require a municipality apply for funding and allows the municipality to designate a private developer as a sub-grantee to implement the project. Realty Resources Management will be the designated sub-grantee to the Town of Lisbon's proposed Housing Assistance application. RRM is in the development phase of a project to convert current commercial space at the Farwell Mill to 14 new affordable housing units and to complete necessary upgrades and routine maintenance to the property.

Mr. Richardson indicated the Town's proposed Housing Assistance application totals \$1,000,000 to support RRM's development project, and the Office of Community Development may fund the full request or provide partial funding. Per correspondence with RRM, the Town's administrative role to complete the project will be determined during the Office of Community Development's Project Development phase based on the level of funding provided by the Office of Community Development and the Town will be reimbursed for relevant administrative costs to manage the grant.

Mr. Richardson explained that to obtain funding to support affordable housing units for Lisbon residents at the Farwell Mill, the Economic Development Director needs the Council to authorize the Town Manager to submit a CDBG Housing Assistance grant for \$1,000,000 on behalf of designated sub-grantee Realty Resources Management. RRM would provide matching funds for the application and the Town will be reimbursed for relevant administrative costs. The deadline to submit the proposal is June 5, 2020.

**COUNCILOR COMMENTS:** Councilor Fellows said he would like make sure what happened previously at the Farwell Mill doesn't happen again. Mr. Richardson said he would pay close attention to how and what these funds will be used for and if it doesn't reach the landing with Realty Resources Management then the town would hold off. He said it would be better to have good discussions right out of the gate.

**VOTE (2020-94)** Councilor Larochelle, seconded by Councilor Fellows moved to authorize the Town Manager to submit the Community Development Block Grant (CDBG) Housing Assistance Grant Application for \$1,000,000 on behalf of designated sub-grantee Realty Resources Management.

**Roll Call Vote:** Yeas – Albert, Lunt, Larochelle, Ward, Kolbe, Ganong and Fellows. Nays - None. Order passed - Vote 7-0.



NORTHERN BORDER REGIONAL COMMISSION (NBRC)  
INFRASTRUCTURE GRANT APPLICATION

**INTRODUCTION:** Mr. Richardson explained that redeveloping the former Worumbo Mill parcel has been a priority for the Town of Lisbon for many years. In 2019, the Town purchased the former Worumbo Mill site that connects Main Street in Lisbon Falls with the Androscoggin River at the intersection of Maine Routes 196 and 125.

Mr. Richardson said to help facilitate the Worumbo site redevelopment, the Lisbon Development Committee (LDC) has undertaken a site evaluation for potential uses and is developing a public visioning process to gather community input when social gatherings are again permitted. To build on the Town's investments in the Worumbo site, the Town submitted a letter of intent to the Northern Border Regional Commission (NBRC) in March of 2020 seeking Economic Infrastructure Investment Program (EIIP) grant funds. As a basis for the NBRC application a budget and work plan was prepared for the Worumbo Mill Site. The application features the creation of four development lots totaling 1.28 acres, green space with access to the Androscoggin River, and 110 new parking spaces.

Mr. Richardson said that NBRC's EIIP, however, is designed to spur economic development and use of NBRC funds at the level proposed would not be appropriate for green space and parking alone. Council need not endorse a final redevelopment site plan to apply for NBRC funding, but if the Town moves forward with the Worumbo project using NBRC funding, the result must be significant development on the buildable area of the site as depicted in the OA site plan.

Mr. Richardson pointed out that NBRC's EIIP policies require applicants for projects located in Androscoggin County to contribute matching funds equal to 20 percent of the project. Based on the estimated project budget of \$1,010,000, the Town's matching contribution will equal \$202,000. Upcoming site investments managed by Public Works will equal approximately \$52,000 and the remaining Town match will equal a cash investment of approximately \$150,000. The cash match is an appropriate use of the Town's Downtown Tax Increment Financing fund.

Mr. Richardson mentioned NBRC EIIP projects that receive funding must be completed within three years. Successful applications will receive notification of awards in summer 2020, allowing the Town until summer 2023 to complete site planning, design, and construction. To obtain funding to significantly advance redevelopment of the Worumbo site and prepare the parcel for appropriate commercial and/or residential development, public green space, and +/- 110 new parking spaces, the Economic Development Director is requesting Council authorize the Town Manager to submit an application to NBRC for \$808,000 and to commit Town funds to contribute the in-kind and cash match of \$202,000. The deadline to submit the proposal is June 1, 2020.

**COUNCILOR COMMENTS:** Councilor Fellows said just because the drawing shows the parking lot at the end near the woods does not mean there can't be parking elsewhere too. Mr. Richardson explained that the plans generated for the grant were intended to show maximum redevelopment to avoid obtaining a grant for less than what we could do here on this site. He said everyone wants to see the river in some way.

Councilor Lunt said he was concerned the town might be getting the cart before the horse and indicated this design presumed a lot of things such as a big access road, parking way down at the end so that one has to walk a ways to get to downtown. He was concerned that once the town takes those funds it would have to redevelop the property to that size. Councilor Ward said he preferred the blank drawing to the virtual pictures.

Councilor Larochelle pointed out that Lisbon could modify this plan. He explained the town has to hit as many goals as we can to obtain the grant. He said he did not see the town going with this layout; however, the Council did ask for what could be done with this property and this plan does show that. He said the town could reach out for this grant and can say no at any point, while we make sure we do what the community wants. He said Mr. Richardson has done a great job at selling this for a redevelopment site so people might think this is a great place to stop. He suggested connecting natural gas to the site. He said we can find a happy medium and make our town more viable. Maybe we do some parking as Councilor Fellows mentioned across from Franks and maybe we add charging stations so people can walk downtown to get a bite to eat while they wait for their car to get charged.

Councilor Albert urged the Council to be cautious, that the town has not always treated businesses the best, that this representation doesn't do that, and yet the last thing we want is to put green space there when a taxable



business would be better. He said this feels a little rushed. Councilor Fellows pointed out that this is only one concept and that it can be changed and that we could put parking at the beginning and end.

Councilor Ward mentioned that the ones who develop businesses on a river appear to be the ones who really thrive. Councilor Kolbe pointed out this grant is not for green space alone and requires significant building/redevelopment. Mr. Richardson explained significant redevelopment comes from job creation or retention, the need for overflow parking to mitigate that, along with adding regional businesses, maybe a brewery, clinic, or a place for industry trends like one town that added containers for crafters, where it can all be located in one spot that becomes a place for folks to visit. He said maybe adding a few amenities that perhaps the neighborhood can benefit from. These are the things that lead to job retention, which is the basis for the grant.

Councilor Albert said he would like to see the second parking lot at the beginning of the access road drawn into this plan. Councilor Larochelle said a consensus seems to be emerging that lot #1 be used for parking, which is encouraging. Councilor Fellows suggested locating the second parking lot on half of lot #1 at the beginning of the access road.

Mr. Richardson indicated he would mention the idea to Mandy Olver at a meeting they will be attending on Thursday night because they have access to an architect. He said they are discussing a plan to close Main Street to allow businesses an opportunity to serve the public in the street, so while they are making plans for that they can address Councilor Lunt, Albert, and Fellows' suggestions for parking in such a way as to tie this all together.

**VOTE (2020-95)** Councilor Fellows, seconded by Councilor Albert moved to Authorize the Town Manager to submit an NBRC Infrastructure Grant Application for \$808,000 and to commit Town funds to contribute the in-kind and cash match of \$202,000 for significantly advance redevelopment of the Worumbo site for appropriate commercial and/or residential development, public green space, and +/- 110 new parking spaces and to designate up to \$202,000 from the Downtown TIF for Lisbon's in-kind match.

**Roll Call Vote:** Yeas – Albert, Lunt, Larochelle, Ward, Kolbe, Ganong and Fellows. Nays - None. Order passed - Vote 7-0.

### INFORMATION TECHNOLOGY (IT) SERVICES AGREEMENT

**INTRODUCTION:** The current IT Service Agreement was signed on October 6, 2016 with an effective date of October 31, 2016 between the Town of Lisbon and The IT Kings, Inc. DBA/Roundtable Technology. Since this time, there has been no increase in annual service fees and The IT Kings, Inc. have agreed to service the Town for another year at no additional cost per month, but it will now include cyber security. There is no loss in service between the current contract and the new proposed contract (Premier Managed Service Level). The primary difference between our current support agreement and Premier is that Cybersecurity is included in the Premier, which is outlined in the new agreement. It is the Town Manager's recommendation that Council sign a new contract with The IT Kings, Inc. for fiscal year beginning July 1, 2020.

**VOTE (2020-96)** Councilor Albert, seconded by Councilor Ganong moved to authorize the Town Manager to enter into an agreement with The IT Kings, Inc. for IT Services.

**Roll Call Vote:** Yeas – Albert, Lunt, Larochelle, Ward, Kolbe, Ganong and Fellows. Nays - None. Order passed - Vote 7-0.

### PURCHASING POLICY DISCUSSION

**INTRODUCTION:** Mrs. Barnes presented the draft purchasing policy, which does not require a first and second reading.

**COUNCILOR COMMENTS:** Councilor Ward said the different levels in this policy did not seem relevant to what the town can do with the MUNIS system. He said the Town Manager has addressed several items already in the past few months dealing with bids.

Councilor Ward said anything with federal or state money that would not pass the criteria in the purchasing policy should be addressed. Mrs. Barnes said there were a lot of changes to this document. Councilor Fellows questioned



the 3 quote bids reference. He recommended that it say that an award of purchase requiring 3 quotes should be made by Department Heads instead of 3 quote bids; in that context within this document 3 quote bids are a type of bid. Councilor Ward pointed out that the 3 quote bids are not a formalized bid.

Councilor Larochelle said in the past he totally agreed with the idea of having a local 2% advantage over an outside bid; however, it was taken out in this draft. Councilor Ward said that cannot be done for federal projects so it was removed to be consistent with all bids. Councilor Ward said he was not opposed to adding it back into the document specifying that if there are no federal or state funds involved a local 2% preference should be given. Mrs. Barnes said she would add back in to that section, providing that no state or federal funding is involved. Councilor Larochelle said it gives local businesses more of an incentive to participate.

**VOTE (2020-97)** Councilor Fellows, seconded by Councilor Ward moved to adopt the Purchasing Policy as amended as follows:

## ARTICLE II. - PURCHASING POLICY

Footnotes:

--- (2) ---

Editor's note— At the town council meeting of Dec. 4, 2007, the purchasing policy in Art. II was amended in its entirety to read as herein set out. Former Art. II, §§ 86-31—86-42, pertained to similar subject matter, and derived from a selectman ordinance of July 7, 1992, §§ A—K; and selectman ordinance of Oct. 20, 1998.

### Sec. 86-31. - Purpose.

- (a) Introduction. This article establishes guidelines for the purchase of equipment, supplies and services for the town.
- (b) Purpose. The purpose of this article is to standardize the purchasing procedures for the town, thereby increasing savings of taxpayers' money and to set forth the duties and responsibilities of the department heads.

(T.M. of 12-4-2007, § 2007-218; C.M. of 11-18-2014, V. 2014-247)

### Sec. 86-31a. - Budget and expense responsibility.

The responsibility of the entire town budget and expenses resides with the town manager. The town manager is solely accountable to the town council as identified in the Charter. Each department head is responsible and accountable for his or her department's budget and expenses regardless of expenditures initiated by those identified in section 86-41.

(T.M. of 12-4-2007, § 2007-218; C.M. of 11-18-2014, V. 2014-247)

### Sec. 86-31b. - Payments and obligations prohibited.

- (a) Payments. No payment shall be made or obligation incurred against any appropriation except in accordance with appropriations duly made and unless the town manager/finance director or the town council first discerns that there is sufficient unencumbered balances within the total departmental or cost center appropriation and that sufficient funds there from are or will be available to cover the claim or meet the obligation when it becomes due and payable.
- (b) Violations. Any authorization of payment or incurring of obligations in violation of the provisions of this policy shall be void and any payment so made illegal, such action shall be cause for removal of any department head who knowingly authorized or made such payment or incurred such obligation, and such department head shall be liable to the town for any amount so paid; provided, however, that no provision of this policy shall be construed to prevent the town from making or authorizing payments or making contracts for capital improvements to be financed wholly or partly by the issuance of bonds or to prevent the making of any contract or lease providing for payments beyond that end of the fiscal year, provided that such action is made or approved by ordinance and is not in violation of state or federal law.



(T.M. of 12-4-2007, § 2007-218; C.M. of 11-18-2014, V. 2014-247)

Sec. 86-32. - Small purchases.

Purchases up to \$1,000.00 shall be authorized by the department heads choosing the best value, taking into consideration price, local market availability and quality of merchandise as long as the dollars have been appropriated.

Purchases or contracts for good or services in excess of \$1,000 shall require purchase order approval by the town manager or finance director.

(T.M. of 12-4-2007, § 2007-218; C.M. of 11-18-2014, V. 2014-247)

Sec. 86-33. - ~~Informal bidding.~~ Purchases of \$1,000-10,000 - Three Quotes Required.

~~Informal bidding shall be used. Whenever a purchase or contract exceeds \$1,000.00, but is less than \$5,000.00. The informal bidding process requires that quotations be obtained from at least the department head shall obtain a minimum of three (3) written quotes shall be obtained from vendors, either in writing or by verbal communications. The vendor names and telephone numbers shall be included on the purchase order or attached under this method. specifics for all quotes shall be clearly identified. The requests for quotations are not publicly advertised, nor is there a formal bid opening. Award of the informal bid shall be made by the department head in consultation with the town manager. The town manager must countersign all purchase orders over \$1,000.00 before the purchase order is placed and submitted for encumbrance. Email or online quotations shall be accepted.~~

Award of three (3) quote purchases shall be made by the department head in consultation with the town manager/finance director as outlined below:

For vendors set up in accounts payable, the quotes shall be attached to the PO requisition to be submitted for town manager/finance director approval. In the event that three (3) quotes cannot be obtained, (sole source or limited market, unavailability etc) the specific shall be summarized in the purchase order requisition content for consideration/approval by the town manager or finance director.

In the event that the lowest quote is from a vendor not yet set up in accounts payable, the specifics of the request shall be summarized by the department head in writing to the town manager/finance director for consideration. If approved, the vendor shall be sent W9 Form to be set up in accounts payable and then a purchase order requisition as outlined above shall be created for town manager/finance director for the purchase.

(T.M. of 12-4-2007, § 2007-218; C.M. of 11-18-2014, V. 2014-247)

Sec. 86-34. - Purchases in excess of \$10,001 ~~Formal bidding~~ Bids Required.

- (a) Purchases and contracts in excess of \$5,000.00 \$10,001.00 shall require the use of the bid process in this section.
- (b) Notice of invitation to bid ~~should~~ shall be published ~~in a newspaper providing local coverage or mailed on the town website and distributed electronically or by mail~~ to a qualified bidders list. Notification should be made whenever possible at least five days preceding the last day acceptable for the receipt of bids. In addition to the invitation to bid, each prospective bidder will be furnished a specification sheet as deemed necessary by the town manager.
- (c) Bids shall be submitted, sealed and identified as "BIDS" on the envelope. They shall be opened in public at the time and the place stated, and the bid results and tabulation shall be available for public inspection. The town manager or town council, where appropriate, will have the authority to waive the formalities of this bidding process should it be determined to be in the town's best interest.
- (d) Where deemed necessary by the town manager or town council, bid deposits may be prescribed. Unsuccessful bidders shall be entitled to a return of the deposit, while the successful bidder shall forfeit the bid deposit upon failure on their behalf to enter into a contract within ~~14~~ 30 days after the award.



- (e) Before entering into a contract, for projects in excess of \$50,000 the town manager or town council shall have the authority to require performance bonds in such amounts as they may determine necessary to protect the best interests of the town. For projects in excess of \$100,000 where any portion is Federally or State Funded, performance bonding will be required.
- (f) All Formal Bid purchases in excess of ~~\$10,000.00~~ \$10,001.00 shall require the approval of the town council.
- (g) Purchases by competitive bidding—Waiver. The requirement of competitive bidding may be waived by a vote of the council upon recommendation by the town manager when he/she determines that quality, expertise, time factors, or other important considerations outweigh the possible benefits of bidding or requesting proposals.

The competitive bidding requirement may not be waived when legally required by a contract, grant award, or other types of financial assistance. This includes awards made by the State of Maine, federal government, county government, or any other agency providing assistance to the town where competitive bidding is required. Additionally, competitive bidding may not be waived by the town or any of its departments when required by state or federal statute, rule, or regulation.

(h) All purchases with funds provided by the State or Federal Government in whole or in part will be required to go through the formal competitive bidding process regardless of the amount of the purchase.

(i) For projects to be paid for in whole or in part with Federal Grant funds where a specific entity is being considered, staff must make a determination between Federal Grant sub-recipient and Contractor (vendor) status using the Federal Governments resources. Sub-recipient designated entities are prohibited from also being awarded a contract for the same grant they were designated sub-recipient status.

The Department Head shall document any sub-recipient designations for services to be communicated to the Town Manager.

(j) All necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firm are included in all bid notifications shall be made. Further, bid specifications shall require language requiring the same affirmative steps of contractors who subcontract.

(T.M. of 12-4-2007, § 2007-218; C.M. of 10-4-2011, V. 2011-186; C.M. of 11-18-2014, V. 2014-247; C.M. of 12-16-2014, V. 2014-274; C.M. of 2-2-2016, V. 2016-15)

#### Sec. 86-34.5. - Disqualification from bidding.

Bidders or vendors may be disqualified from bidding on contracts with the town or providing products or services to the town if the bidder or vendor is delinquent with tax payments and/or other debts or liabilities the town, quasi-governmental agencies affiliated with the town such as the water department, or the town's revolving loan programs. The town shall require bidders and vendors to make payment in full, or to enter into payment arrangements satisfactory to the town manager, before considering any bid or quote from a delinquent bidder or vendor. Vendors and bidders will be informed that a condition of doing business with the town is that any monies owed for taxes, water/sewer, fines, general billing, debts, etc., will be withheld from any payments made to the vendor through the AP process.

Any vendor, who currently does business with the Town of Lisbon and has a delinquent tax or other liability with the town, will have their payments for goods and services offset by amounts that the vendor owes to the Town of Lisbon.

( C.M. of 1-19-2016, V. 2016-10 )

#### Sec. 86-35. - ~~After hours~~ Emergency Public purchases and/or repairs.

~~After hours and~~ Purchases deemed either Emergency or Public Emergency purchases and repairs shall be approved by the Town Manager and may not be subject to three (3) quotes or formal bid process. All approved emergency or Public Exigency purchases and repairs in excess of \$10,000 shall be documented and summarized for the Town



Council in a timely manner. ~~should have a purchase order processed the following day with a reasonable estimate of cost. Emergency items are not to exceed \$2,000.00 unless prior approval is obtained from the town manager.~~

(T.M. of 12-4-2007, § 2007-218; C.M. of 11-18-2014, V. 2014-247)

Sec. 86-36. - Local bidding preference.

~~(a) — Provided all other factors are equal, a bidder having its place of business located within the town shall be awarded the contract if its bid is less than two percent higher than the low bidder.~~

~~(b) — If more than one bidder having its place of business located within the town is less than two percent higher than the low bidder, the contract shall be awarded to the lowest local bidder.~~

Local vendors shall only be granted preferential treatment when all bids received are for the same total amount or on a unit cost basis reflect the same pricing with quality and service being equal.

(T.M. of 12-4-2007, § 2007-218; C.M. of 11-18-2014, V. 2014-247)

Sec. 86-37. - Bid most advantageous to the town.

~~A bid shall be chosen on the basis of price, quality of merchandise, suitability of merchandise, and the service reputation of the vendor and therefore may not necessarily be the lowest bid received.~~

Contracts shall be award to the lowest responsible bidder. In addition to price, the following shall be considered in determining the lowest responsible bidder:

(a) The ability, capacity and skill of the bidder to perform the contract or provide the service required;

(b) Whether the bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference;

(c) The character, integrity, reputation, judgement, experience and efficiency of the bidder;

(d) The quality of performance of previous contracts or services;

(e) The previous and existing compliance by the bidder with laws and ordinance relating to the contract or services;

(f) The sufficiency of the financial resources and ability of the bidder to perform the contract or proved the services;

(g) The quality, availability and adaptability of the supplies or contractual services to the particular use required;

(h) The ability of the bidder to provide maintenance and service for the use of the subject of the contract; and

(i) The number and the scope of the conditions attached to the bid.

When federally funded bids contain a variety of criteria to be evaluated, the selection process should include a matrix ranking the criteria by weight of importance. Evaluation and ranking criterial must be included in the RFP to prospective bidders.

Prior to the award of any Federal funded bids, the town manager/finance director will check www. SAM.gov to confirm that the low bidder is not on the federal debarred or ineligible contractors list. Ineligible or debarred bidders cannot be awarded federally funded project contracts.

In the event of a tie bid:

A. Non-Federal funded bids: if all bids received are for the same total amount or unit price, quality and service being equal, the contract shall be awarded first to a local bidder and second to an in-state bidder.



If neither of the above applies, the contract shall be awarded to one of the tie bidders by drawing lots in public.

B. Federal funded bids: If all bids received are for the same total amount or unit price, quality and service being equal, the contract shall be awarded first to any identified local disadvantaged business and, if none, then by public drawing of lots to decide who receives the bid award.

When the award is not given to the lowest bidder, a statement of reasons for placing the bid elsewhere shall be prepared and filed with the papers relating to the transaction.

(T.M. of 12-4-2007, § 2007-218; C.M. of 11-18-2014, V. 2014-247)

Sec. 86-38. - Group purchase.

The town shall encourage group purchase by grouping two or more department requisitions on one purchase order. The town shall have the authority to join with other units of government, including quasi-municipal agencies, in cooperative purchase efforts when the best interest of the town will be served.

(T.M. of 12-4-2007, § 2007-218; C.M. of 11-18-2014, V. 2014-247)

Sec. 86-39. - Duties of the department heads.

All department heads shall:

- (1) Determine acceptable quality of commodities and supplies to be purchased.
- (2) Cooperate with the town manager in establishing lists of approved specifications and vendors.
- (3) Share knowledge of special factors which will implement a policy designed to enable the town to minimize cost and maximize quality.
- (4) Supply the town manager with a list of estimated annual requirements of frequently used supplies, thereby fostering group purchasing.
- (5) Prepare requisitions with an eye toward group purchasing and keep corresponding records to facilitate correct accounting charges.
- (6) Be empowered to reject any unacceptable supply or commodity on the grounds of high cost or low quality, and provide the town manager a written detailed report of any rejection.
- (7) Report to the town manager all of the following:
  - a. Items beyond use.
  - b. Items being replaced or to be replaced.
  - c. Items no longer in use to his department operations.
  - d. Equipment or materials that are obsolete or surplus assets, to be reported to the town manager for appropriate disposition instructions.

(T.M. of 12-4-2007, § 2007-218; C.M. of 11-18-2014, V. 2014-247)

Sec. 86-40. - Ethics in public contracting.

(a) Employee conflict of interest. It shall be unethical for any town employee to participate directly or indirectly in a procurement contract when the town employee knows that the town employee or any member of the town employee's immediate family has a financial interest pertaining to that procurement contract.

(b) Gratuities and kickbacks. It shall be unethical for any person to offer and for any town employee to accept any payment, gratuity or offer of employment for himself or his immediate family in connection with any part of a town purchase or contract.

(c) Waiver of conflict of interest. The town council may grant a waiver of the conflict of interest provision upon making a written determination that:

- (1) The financial interest of the town employee has been publicly disclosed.
- (2) The town employee will be able to perform his procurement functions without actual or apparent bias or favoritism.
- (3) The award will be in the best interest of the town.

(d) Use of confidential information. It shall be unethical for any employee or former employee knowingly to use confidential information for actual or anticipated personal gain or for the actual or anticipated personal gain of any other person.

(e) Sanctions.

(1) Employees. The town manager may impose any one or more of the following sanctions of a town employee for violations of the ethical standards in this article:

- a. Oral or written warnings or reprimands.
- b. Suspensions with or without pay for a specified period of time.
- c. Termination of employment.

(2) Nonemployee. The town council and/or town manager may impose any one or more of the following sanctions on a nonemployee for violations of the ethical standards:

- a. Written warning or reprimands.
- b. Termination of contracts.

(T.M. of 12-4-2007, § 2007-218; C.M. of 11-18-2014, V. 2014-247)

Sec. 86-41. - Purchase order authorization.

The persons authorized to submit purchase orders for their respective departments shall be as listed below:

(1) Town manager.

- a. Town manager.
- b. Administrative assistant.

(2) Public works.

- a. Public works director.
- b. Administrative assistant.
- c. Chief mechanic.
- d. Foreman.

[e. Operations Manager](#)

(3) Police.

- a. Police chief.

- b. Lieutenant.
  - c. Administrative assistant.
- (4) Fire department.
  - a. Fire chief.
- (5) Economic development.
  - a. Economic development director.
- (6) Code enforcement.
  - a. Code enforcement officer.
- (7) General assistance.
  - a. Deputy welfare director.
- (8) Finance.
  - a. Finance director.
  - b. Accounts payable clerk (master purchase order only).
  - c. Tax collector (as it relates to taxes only).
- (9) Parks and Recreation.
  - a. Director of parks and recreation.
- (10) Town clerk.
  - a. Town clerk.
- (11) Assessing.
  - a. Assessor.
- (12) Sewer department.
  - a. Superintendent. (i.e. Engineer).
  - b. Operations manager.
- (13) Lisbon Falls Library.
  - a. Librarian.
- (14) Health officer.
  - a. Health officer.
- (15) Town engineer.
  - a. Engineer.



## (16) Recreation department/teen center/MTM.

a. Director.

## (17) Solid waste.

a. Director.

b. Foreman.

c. Administrative assistant.

Note: All purchase orders need to be signed/approved by the department head or in his/her absence the established subordinate in command. If both are unavailable, an administrative assistant may sign any purchase order under \$100.00. Any amount above \$100.00 requires either the town manager's signature or written approval from the town manager for the administrative assistant to sign the purchase order with an explanation as to why the department head or subordinate was not available.

(T.M. of 12-4-2007, § 2007-218; C.M. of 11-18-2014, V. 2014-247)

## Sec. 86-42. - Distribution of purchase orders.

- (a) A copy of a purchase order, or the purchase order number, will be given to the vendor and will be retained by the vendor as the vendor's authorization to ship the equipment or supplies or perform the services specified.
- (b) A second copy will be given to accounts payable to be entered as a pending journal.
- (c) A third copy will be held by the department head until the goods are received. The purchase order with all appropriate signatures and invoice is then sent to the accounts payable clerk and processed for the next warrant for payment.
- (d) A fourth copy can be retained by the respective department.

(T.M. of 12-4-2007, § 2007-218; C.M. of 7-1-2014, V. 2014-115; C.M. of 11-18-2014, V. 2014-247)

## Sec. 86-43. - Petty cash.

The finance director will supply the departments as he deems necessary with a petty cash fund for the departments use on miscellaneous items. The amount of petty cash will not exceed \$100.00 for any one department. Department heads are required to retain receipts for all purchases. In order to have the petty cash fund replenished the department head is required to process a purchase order identifying all purchases, amounts and the actual master receipt for each purchase. When the purchase order is processed through the cycle the finance director will provide the petty cash as identified in the purchase order. The department head is fully accountable to the finance director for the management of these funds. Should petty cash be used inappropriately then the finance director will bring this misuse of funds to the attention of the town manager for the appropriate disciplinary action as identified in section 86-31b.

(T.M. of 12-4-2007, § 2007-218; C.M. of 11-18-2014, V. 2014-247)

## Sec. 86-44. - Grants.

There are two types of grants 1) grants that require a large match which is greater than what the town carries for a grant match budget. These types of grants will require council approval or possibly town approval depending on the size of the town matching funds required. These types of grants would be considered unbudgeted and would require a special appropriation within the confines of the charter; 2) grants that fall within what the town carries for grant match budget. These grants are considered budgeted as the council has budgeted funds in the current fiscal year to address grants that become available in the current fiscal year. These grants must also be approved by town council prior to submitting for the grant. This is required to make sure that when the grant money expires and there

is a requirement to continue funding the activity or equipment, which will be 100 percent by the town, that this continued expenditure is a true benefit to the community and does not become a burden to the taxpayer.

The intent is to make sure that council is aware and approves of all grants and the expenditures for that grant so as not to create an unnecessary liability for the town. The town manager is accountable to insure that department heads seek both town manager and town council approval prior to applying for any grant either funded or unfunded.

(T.M. of 12-4-2007, § 2007-218; C.M. of 11-18-2014, V. 2014-247)

Sec. 86-45. - Credit card use.

The town shall allow departments to purchase goods and services directly from vendors with a credit card when those items are needed, but it is not expedient, practical, or desirable to have either a check or cash available when payment is demanded. Credit cards shall not be used to circumvent the general purchasing procedures required by the policies of the Town of Lisbon.

The finance office will select a company to use to obtain the necessary credit cards and establish a line of credit with that company. Consideration will be given to a company who can meet the general purchasing needs of the various town departments and the billing and payment requirements of the town.

The finance office will establish appropriate credit limits for each card, recognizing that individual cards may vary with the types of goods and services which are anticipated to be acquired.

The use of this card is restricted for the Town of Lisbon to acquire goods and services which are appropriate for the conduct of the town's business.

Each department head is responsible for the use of the cards by their department. The department head is responsible to make sure that any charges are authorized town expenditures and that adequate monies are available within the department's approved budget.

No personal expenditures are allowed by employees with the credit cards, even if the intent is to re-pay the town at a future point.

Credit card bills submitted to the finance office for payment must include supporting documentation, such as receipts and invoices, which clearly show what goods and services were purchased using the credit card.

The persons authorized to be issued credit cards for their respective departments shall be as listed below:

- (1) Town manager;
- (2) Public works director;
  - a. Public works operations manager;
- (3) Police chief;
- (4) Fire chief;
- (5) Economic development director;
- (6) Parks and recreation director;
- (7) Recreation director;
- (8) Librarian;
- (9) Finance director.



(C.M. of 11-18-2014, V. 2014-247)

Secs. 86-46—86-70. - Reserved.

**Roll Call Vote: Yeas – Albert, Lunt, Larochelle, Ward, Kolbe, Ganong and Fellows. Nays - None. Order passed - Vote 7-0.**

### WORUMBO MILL SITE ROCK CRUSHING BID

**INTRODUCTION:** Mr. Cyr reported that bids went out on May 07, 2020. Bids received were as follow:

1. Affordable Well Drilling, Inc.- \$20,000.00
2. St Laurent & Son - \$19,950.00

Mr. Cyr said five contractors showed up at the pre-bid meeting. He recommended awarding the bid to St Laurent & Son, due to the lower cost and all work performed will meet our specification needs. He recommends requesting all work be performed prior to the end of June 2020.

**COUNCILOR COMMENTS:** Councilor Larochelle confirmed this means St Laurent & Son's will crush it, pile it, and we should have 2" or something good for gravel to layout as a base. Mr. Cyr said this would be about 3" to 4" minus for gravel. He said he could screen 2" minus out. He mentioned he could use the bigger gravel and rip rap in other areas, leaving about 200-300 yards of rock to crush down to 8" to 12" muck to shore up the walking path and other areas in town with road washouts.

Councilor Larochelle asked about using that product for a temporary or permanent parking area in the spot Mr. Richardson presented earlier for leveling. Mr. Cyr said that is not a problem, but if you mix it with regular dirt and soil it will not compact as good. He said 300 yards would do the parking lot in the back. He said essentially the town could do a small area at the beginning as mentioned earlier that the Council wanted to do and quite possibly do ¾'s of the back parking lot. Councilor Larochelle requested Mr. Cyr look into that before we use all of this product on the parking lot out back to try and make that front parking lot useful at this point. Mr. Cyr said that front area will have to be leveled and compacted prior to placing the material there because part of the agreement with All State was that they were going to run it through their paver to make it look really good when they are doing their clean up in August. If that is the case, Mr. Cyr said, he would have to get a dozer in there to get it ready for them to do, just like he was planning to do for the back parking lot. Councilor Larochelle asked if he could have Mr. Cyr put together the cost and a proposal for the Council to review at the next meeting. Councilor Ward said make this happen.

**VOTE (2020-98)** Councilor Albert, seconded by Councilor Larochelle moved to award the Worumbo Mill Site Rock Crushing Bid to St. Laurent & Son in the amount of \$19,950.00 and that all work be performed prior to the end of June 2020.

**Roll Call Vote: Yeas – Albert, Lunt, Larochelle, Ward, Kolbe, Ganong and Fellows. Nays - None. Order passed - Vote 7-0.**

*Item Added - No Objections*

### TOWN HALL REOPENING PLANS

Mrs. Barnes reported she was making plans to reopen the Town Hall, MTM Community Center, Library, Solid Waste facility on June 1 with limits as outlined in the Governor's guidelines. For the most part, these buildings could be reopened with no restrictions other than social distancing. She said there would be no public access to restrooms. She indicated the Town Hall could not allow more than five residents at a time with the current number of employees under the guidelines. She explained that means only one person at the Town Clerk's office, three at Excise, and one at Codes & Assessing. Employees will not be required to wear masks unless they are not behind the plexus-glass. Although it is highly recommended the public wear masks, they will not be required to, unless



they cannot do safe social distancing. She reported summer camp guidelines should be out later this week or next, which would have to be reviewed prior to us making any local announcements.

*Councilor Albert left the meeting to plug in his computer at 9:17 PM.*

#### ITINERANT VENDOR LICENSE FOR MACDADDY'S MOBILE CUISINE, LLC

**VOTE (2020-99)** Councilor Larochelle, seconded by Councilor Fellows moved to approve the Itinerant Vendor License for MacDaddy's Mobile Cuisine, LLC for 501 Lisbon Street, Lisbon.

**Roll Call Vote: Yeas –Lunt, Larochelle, Ward, Kolbe, Ganong and Fellows. Nays - None. Order passed - Vote 6-0.**

*Councilor Albert returned at approximately 9:21 PM*

### OTHER BUSINESS

#### A. COUNCIL COMMITTEE REPORTS

1. School: Councilor Albert reported the School Committee has been reducing the School's budget, looking for cuts and removing all wants. He mentioned the out of district placement fees were significant, along with all the benefits and salaries.
2. Planning: Councilor Fellows said the Planning Board would be reviewing two applications; the Ricker Farm for a solar project and a wood processing yard on Summer Street for Dana Morgan.
3. LDC: Councilor Larochelle said this committee is talking about doing some outside events.
4. Conservation Commission: Councilor Ward said he had nothing to report.
5. Recreation: Councilor Albert said he had nothing new to report.
6. County Budget: Councilor Ward said he had nothing new to report, although the county budget committee did hold an emergency meeting to discuss opening parks.
7. Library: Councilor Lunt said he had nothing new to report.
8. Water Commission: Councilor Fellows indicated the Water Commission would be holding a meeting soon.

#### B. TOWN MANAGER'S REPORT

Mrs. Barnes reported the town finally received the draft Commissioner's Certification of the Completion of the Remedial Action under the Voluntary Response Action Plan (VRAP) for the Worumbo Mill Site. The Certification needs the Commissioner's signature. It will have a Declaration of Environmental Covenants attached to the site, which states that the extraction of groundwater at the site is prohibited without the express written permission of the Department and the Department must be notified before any excavations take place onsite.

Mrs. Barnes briefly mentioned that Mr. Richardson was looking at how other communities are assisting local businesses and will be presenting a plan to the Council at the next meeting to close Main Street maybe for part of one-day a week starting around mid to late June to help businesses move forward during this pandemic. Placing picnic tables on Main Street socially distanced apart is a low-cost approach to assist local businesses with gearing up to reopen. He said he might be looking at adding a beer tent in July if the approach appears justified because

alcohol sales is a big piece of revenue for some businesses. So far Police and Fire seem to be supportive. Councilor Fellows mentioned that Rockland recently did this type of an event including alcohol sales and it was successful.

## **APPOINTMENTS**

### **WARDEN FOR JULY 14, 2020 ELECTION**

*RICK ROBERTS*

**VOTE (2020-100)** Councilor Albert, seconded by Councilor Fellows moved to appoint Richard Robert Warden for the July 14, 2020 Election.

**Roll Call Vote:** Yeas – Albert, Lunt, Larochelle, Ward, Kolbe, Ganong and Fellows. Nays - None. Order passed - Vote 7-0.

## **COUNCILOR COMMUNICATIONS - NONE**

## **AUDIENCE PARTICIPATION FOR NEW ITEMS - NONE**

Those listening from Town Hall Live Video Streaming were invited to address the Council by emailing [brichardson@lisbonme.org](mailto:brichardson@lisbonme.org) with comments at this time. Mr. Richardson reported no emails received.

## **EXECUTIVE SESSION - NONE**

## **ADJOURNMENT**

**VOTE (2020-101)** Councilor Kolbe, seconded by Councilor Albert moved to adjourn at 9:39 PM.

**Roll Call Vote:** Yeas – Albert, Lunt, Larochelle, Ward, Kolbe, Ganong and Fellows. Nays - None. Order passed - Vote 7-0.

---

Twila D. Lycette, Council Secretary  
Town Clerk, Lifetime CCM/MMC  
Date Approved: June 2, 2020



Business Name: Pesce Maine Lobsters

### INSPECTION REQUIRED

- ☒ Yes, if preparing food (includes making coffee)  
☐ No, if prepackaged ice cream or food

Notice of Compliance (By Ordinance): I, Dennis Douglass Health Officer for the Town of Lisbon hereby certify I have inspected the above establishment and found the premises meet all requirements under the Lisbon Code and any applicable state regulations.

Signature: [Signature] Date: 4/7/2020

**COMPLETE TO HERE BEFORE FILING**

-----

### For Office Use Only

☐ Public Records Check Completed.

Notice of Compliance (By Ordinance): I, Marc Hagan, Police Chief for the Town of Lisbon hereby certify I have reviewed this application and the vendor will not create safety problems for either traffic or pedestrians, and that information on file does not indicate the applicant is a person of bad moral character.

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

### INFORMATION

The Councilors are the Municipal Licensing Board. The first Itinerant Vendor application requires a public hearing, but renewals will not. Public records checks can take up to two or more weeks to process. Complete applications contain the CEO and Health Officer signatures. Councilors meet on the first and third Tuesdays of the month. Complete application and fees paid are required prior to the Council meeting. Meetings are held at the Town Hall at 7:00 PM in the conference room.

Temporary permits can be granted by the Town Clerk, after meeting all the requirements of the ordinance, for no longer than 90 days.

#### SUGGESTED CONTACTS:

353-3000 Ext 118... Town Clerk  
353-3000 Ext 111 ...Health Officer  
353-3000 Ext 111... Code Enforcement Officer  
353-2500..... Police Department  
287-5671..... State Health Inspection Dept.

624-9693 .....State Sales Tax Division  
624-7736.....Bureau of Corporations  
624-7220.....Bureau of Alcohol Beverages  
287-3841.....Agriculture Dept- Bakery Licenses  
624-6550.....Marine Resources  
1-800-872-3838...Business Answers

Business Name: Pesce Maine Lobster

### INSPECTION REQUIRED

☐ Yes, if preparing food (includes making coffee)  
☐ No, if prepackaged ice cream or food

Notice of Compliance (By Ordinance): I, **Dennis Douglass Health Officer** for the Town of Lisbon hereby certify I have inspected the above establishment and found the premises meet all requirements under the Lisbon Code and any applicable state regulations.

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

### COMPLETE TO HERE BEFORE FILING

-----

#### For Office Use Only

☒ Public Records Check Completed.

Notice of Compliance (By Ordinance): I, **Marc Hagan, Police Chief** for the Town of Lisbon hereby certify I have reviewed this application and the vendor will not create safety problems for either traffic or pedestrians, and that information on file does not indicate the applicant is a person of bad moral character.

Signature: Marc R. Hagan Date: 04/06/2020

### INFORMATION

The Councilors are the Municipal Licensing Board. The first Itinerant Vendor application requires a public hearing, but renewals will not. Public records checks can take up to two or more weeks to process. Complete applications contain the CEO and Health Officer signatures. Councilors meet on the first and third Tuesdays of the month. Complete application and fees paid are required prior to the Council meeting. Meetings are held at the Town Hall at 7:00 PM in the conference room.

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#### SUGGESTED CONTACTS:

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353-2500..... Police Department  
287-5671..... State Health Inspection Dept.


624-9693 ..... State Sales Tax Division  
624-7736..... Bureau of Corporations  
624-7220..... Bureau of Alcohol Beverages  
287-3841..... Agriculture Dept- Bakery Licenses  
624-6550..... Marine Resources  
1-800-872-3838..Business Answers




Business Name: ROADSIDE BBQ

### INSPECTION REQUIRED

Notice of Compliance (By Ordinance): I, **Dennis Douglass, Health Officer** for the Town of Lisbon hereby certify I have inspected the above establishment and found the premises meet all requirements under the Lisbon Code entitled Victualer and any applicable state regulations.

Signature:  Date: 5/1/2020

Notice of Compliance (By Ordinance): I, **Dennis Douglass, Code Enforcement Officer** for the Town of Lisbon hereby certify I have inspected the above establishment and found the premises to be in compliance with applicable life safety codes.

Signature:  Date: 5/1/2020

### COMPLETE TO HERE BEFORE FILING

---

### INFORMATION

The Councilors are the Municipal Licensing Board. The first Victualer application requires a public hearing, but renewals will not. Public records checks can take up to three or more weeks to process. Complete applications contain the CEO and Health Officer signatures. Councilors meet on the first and third Tuesdays of the month. Complete application and fees paid are required prior to the Council meeting. Meetings are held at the Town Hall at 7PM in the conference room.

Temporary permits can be granted by the Town Clerk, after meeting all the requirements of the ordinance, for no longer than 90 days.

#### **SUGGESTED CONTACTS:**

353-3000 Ext 112... Town Clerk  
353-3007..... Town Office Fax  
353-3000 Ext 111... Deputy Code Enforcement Officer  
353-2500..... Police Department  
353-3000 Ext 111....Health Officer  
287-5671..... State Health Inspection Dept.

624-9693 .....State Sales Tax Division  
624-7736.....Bureau of Corporations  
624-7220.....Bureau of Alcohol Beverages  
287-3841.....Agriculture Dept- Bakery Licenses  
624-6550.....Marine Resources  
1-800-872-3838..Business Answers

Revised March 12, 2018

Business Name: Lisbon Moxie Inc / Frank's

### INSPECTION REQUIRED BELOW

Notice of Compliance (By Council's Request): I, **Dennis Douglass, Code Enforcement Officer** for the Town of Lisbon hereby certify I have inspected the above establishment and found the premises to be in compliance with applicable life safety codes.

Signature:  Date: 5/21/2020

**NOTE: State Liquor License Application must be completed and attached to this Special Entertainment Application**

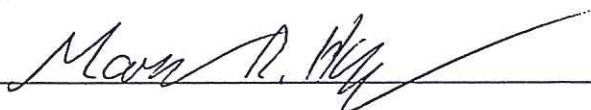
**APPLICANT MUST HAVE COMPLETED TO HERE BEFORE FILING**

---

### *For Office Use Only*

☒ **Public Records Check Completed.**

Notice of Compliance (By Council's Request): I, **Marc Hagan, Police Chief** hereby certify I have reviewed the application and public records check and recommend application for licensing.

Signature:  Date: 05/21/2020

---

## INFORMATION

The Councilors are the Municipal Licensing Board. All Special Entertainment application requires a public hearing each time. Public records checks can take up to three or more weeks to process. Complete applications contain the CEO and Police Chief signatures. Councilors meet on the first and third Tuesdays of the month. Complete application and fees paid are required prior to the Council meeting. Meetings are held at the Town Hall at 7:00 PM in the conference room.

### **SUGGESTED CONTACTS:**

353-3000 Ext 112... Town Clerk  
353-3007..... Town Office Fax  
353-3000 Ext 111... Code Enforcement Officer  
353-2500..... Police Department  
353-3000 Ext 111... Health Officer/CEO  
287-5671..... State Health Inspection Dept.

624-9693 .....State Sales Tax Division  
624-7736.....Bureau of Corporations  
624-7220.....Bureau of Alcohol Beverages  
287-3841.....Agriculture Dept- Bakery Licenses  
624-6550.....Marine Resources  
1-800-872-3838..Business Answers





STATE OF MAINE  
DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES  
BUREAU OF ALCOHOLIC BEVERAGES AND LOTTERY OPERATIONS  
DIVISION OF LIQUOR LICENSING AND ENFORCEMENT

## Application for an On-Premises License

*All Questions Must Be Answered Completely. Please print legibly.*

Division Use Only	
License No:	
Class:	By:
Deposit Date:	
Amt. Deposited:	
Payment Type:	
OK with SOS:    Yes <input type="checkbox"/> No <input type="checkbox"/>	

### Section I:    Licensee/Applicant(s) Information; Type of License and Status

Legal Business Entity Applicant Name (corporation, LLC): <u>Lisbon Moyle Inc</u>	Business Name (D/B/A): <u>Frank's</u>
Individual or Sole Proprietor Applicant Name(s):	Physical Location: <u>2 main St. Lisbon Falls ME 04252</u>
Individual or Sole Proprietor Applicant Name(s):	Mailing address, if different:
Mailing address, if different from DBA address: <u>72 Webster Rd. Lisbon ME 04250</u>	Email Address: <u>lisbonmoyleinc@gmail.com</u>
Telephone #                      Fax #: <u>207 576 1603</u>	Business Telephone #                      Fax #: <u>207-407-4606</u>
Federal Tax Identification Number: <u>82-1018637</u>	Maine Seller Certificate # or Sales Tax #: <u>1184591</u>
Retail Beverage Alcohol Dealers Permit:	Website address: <u>www.Franksrestaurantpub.com</u>

1. New license or renewal of existing license?    ☐ New                      Expected Start date: \_\_\_\_\_  
    ☒ Renewal                      Expiration Date: 6/25/2020

2. The dollar amount of gross income for the licensure period that will end on the expiration date above:

Food:                      Beer, Wine or Spirits:                      Guest Rooms: \_\_\_\_\_

3. Please indicate the type of alcoholic beverage to be sold: (check all that apply)

☒ Malt Liquor (beer)    ☒ Wine    ☒ Spirits

**Section III: For use by Municipal Officers and County Commissioners only**

The undersigned hereby certifies that we have complied with the process outlined in 28-A M.R.S. §653 and approve this on-premises liquor license application.

Dated: \_\_\_\_\_

Who is approving this application? ☒ Municipal Officers of Town of Lisbon

☐ County Commissioners of \_\_\_\_\_ County

- ☐ **Please Note:** The Municipal Officers or County Commissioners must confirm that the records of Local Option Votes have been verified that allows this type of establishment to be licensed by the Bureau for the type of alcohol to be sold for the appropriate days of the week. Please check this box to indicate this verification was completed.

Signature of Officials	Printed Name and Title

**This Application will Expire 60 Days from the date of  
Municipal or County Approval unless submitted to the Bureau**

Included below is the section of Maine's liquor laws regarding the approval process by the municipalities or the county commissioners. This is provided as a courtesy only and may not reflect the law in effect at the time of application. Please see <http://www.mainelegislature.org/legis/statutes/28-A/title28-Asec653.html>

§653. Hearings; bureau review; appeal

**1. Hearings.** The municipal officers or, in the case of unincorporated places, the county commissioners of the county in which the unincorporated place is located, may hold a public hearing for the consideration of applications for new on-premises licenses and applications for transfer of location of existing on-premises licenses. The municipal officers or county commissioners may hold a public hearing for the consideration of requests for renewal of licenses, except that when an applicant has held a license for the prior 5 years and a complaint has not been filed against the applicant within that time, the applicant may request a waiver of the hearing.

A. The bureau shall prepare and supply application forms.



Division of Liquor Licensing & Enforcement  
 8 State House Station, Augusta, ME 04333-0008 (Regular Mail)  
 10 Water Street, Hallowell, ME 04347 (Overnight Mail)  
 Telephone (207) 624-7220 Fax: (207) 287-3434  
 Email Inquiries: [MaineLiquor@maine.gov](mailto:MaineLiquor@maine.gov)



## REQUEST FOR EXTENSION OF LICENSE ON PREMISE

Legal Name: Lisbon Movie, Inc License Number: CARL - 2017-10186  
 DBA Name: Franks Expiration Date: 6-25-2020  
 Physical Address: 2 Main Street City, State, Zip Lisbon Falls ME 04258  
 Mailing address: 72 Webster Rd. Lisbon ME 04250  
Street / PO Box City State Zip  
 Phone: 207 407 4606 Fax: — Email address: lisbonmovieinc@gmail.com

Name, address, telephone number of Property Owner (if property is rented or leased, need copy of rental agreement / lease):

Town of Lisbon 207 353-3000  
 Temporary ☒ Permanent ☐ Inside ☐ Outside ☒ Live Entertainment: Yes ☒ No ☐  
 Start Date: June 1, 2020 End Date (if applicable): —  
 Reason for this request: Town is offering possible plans to allow outdoor dining.

This request for an extension of service area for on premise license location MUST have Town / County Commission approval and MUST have a diagram submitted with this form.

### Outdoor Restrictions:

There must be a stanchion or fence completely enclosing the area. Signs must be posted, stating "no alcohol beyond this point". There must be sufficient employees at the extension of premise, which would be able to control and monitor the area.

Mari Aust  
 Signature of Owner / Corporate Officer

Mari Aust, Treasurer  
 Printed Name of Owner / Corporate Officer

### For Municipal Approval Only

#### TO STATE OF MAINE MUNICIPAL OFFICERS & COUNTY COMMISSIONERS:

Hereby certify that we have complied with Section 653 of Title 28-A Maine Revised Statutes and hereby approve said application.

Dated at: \_\_\_\_\_, Maine \_\_\_\_\_  
City/Town (County)

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

The undersigned being: ☐ Municipal Offices ☐ County Commissioners of the  
☐ City ☐ Town ☐ Plantation ☐ Unincorporated Place of: \_\_\_\_\_, Maine

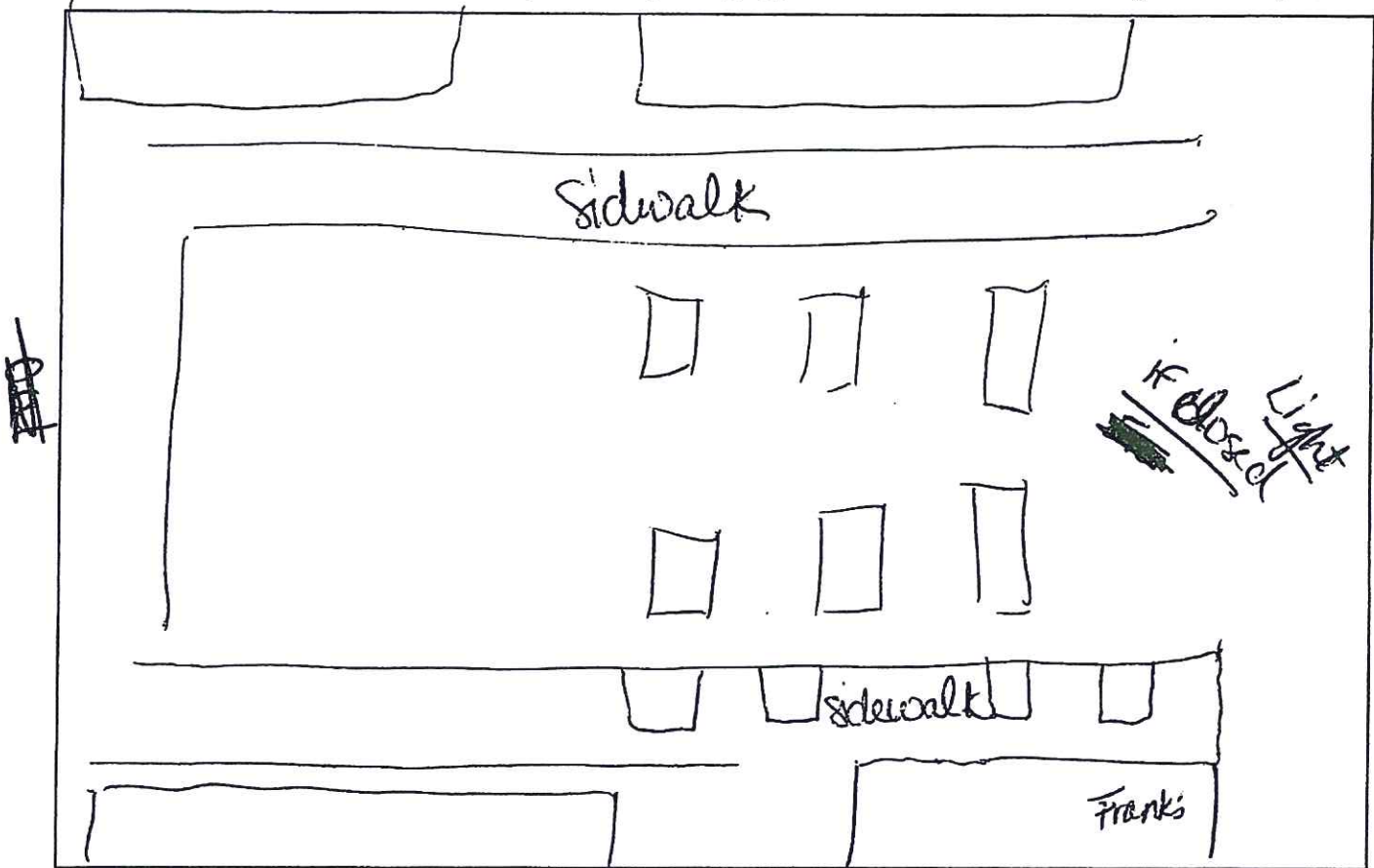
Signature of Officials	Printed Name	Title



## EXTENSION AREA PREMISE DIAGRAM

Outside possibilities

In an effort to clearly define your extension please draw a diagram below that will include the area you want for a temporary / permanent license premise. Diagrams should be submitted on this form and should be as accurate as possible. Be sure to label the areas of your diagram including methods of monitoring and containment of certain area which you are requesting approval from the Division for liquor consumption.



### For Office Use Only:

Date Filed: \_\_\_\_\_ Date Issued: \_\_\_\_\_ Issued By: \_\_\_\_\_

☐ Approved ☐ Not Approved

### Subchapter 1: GENERAL CONDITIONS

#### §1051. LICENSES GENERALLY

**3. Liquor not to be consumed elsewhere.** Except as provided in paragraphs A and B and in section 1207, no licensee for the sale of liquor to be consumed on the premises where sold may personally or by an agent or employee, sell, give, furnish or deliver any liquor to be consumed elsewhere than upon the licensed premises. The service and consumption of liquor must be limited to areas that are clearly defined and approved in the application process by the bureau as appropriate for the consumption of liquor. Outside areas must be controlled by barriers and by signs prohibiting consumption beyond the barriers.

Division of Liquor Licensing & Enforcement  
 8 State House Station, Augusta, ME 04333-0008 (Regular Mail)  
 10 Water Street, Hallowell, ME 04347 (Overnight Mail)  
 Telephone (207) 624-7220 Fax: (207) 287-3434  
 Email Inquiries: [MaineLiquor@maine.gov](mailto:MaineLiquor@maine.gov)



## REQUEST FOR EXTENSION OF LICENSE ON PREMISE

Legal Name: FLUX Restaurant LLC License Number: CAR-2018-10822  
 DBA Name: FLUX Restaurant Expiration Date: 03/11/2021  
 Physical Address: 12 Main Street City, State, Zip Lisbon Falls, Me, 04252  
 Mailing address: PO Box 207 LISBON FALLS, Maine, 04252  
 Phone: (207) 407-4109 Street / PO Box City State Zip  
(207) 861-1306 (cell) Fax: \_\_\_\_\_ Email address: tyson129@gmail.com

Name, address, telephone number of Property Owner (if property is rented or leased, need copy of rental agreement / lease):

Tyson LaVerdiere, (207)-861-1306, 624 Bowdoinham Road, Sabattus, Me, 04280

Temporary ☒ Permanent ☒ Inside ☐ Outside ☒ Live Entertainment: Yes ☐ No ☒

Start Date: 06/01/2020 End Date (if applicable): \_\_\_\_\_

Reason for this request: COVID 19 regulations by the Governor of the State of Maine does not allow for us to have diners inside our Premise.

This request for an extension of service area for on premise license location MUST have Town / County Commission approval and MUST have a diagram submitted with this form.

### Outdoor Restrictions:

There must be a stanchion or fence completely enclosing the area. Signs must be posted, stating "no alcohol beyond this point". There must be sufficient employees at the extension of premise, which would be able to control and monitor the area.

Signature of Owner / Corporate Officer

Printed Name of Owner / Corporate Officer

### For Municipal Approval Only

#### TO STATE OF MAINE MUNICIPAL OFFICERS & COUNTY COMMISSIONERS:

Hereby certify that we have complied with Section 653 of Title 28-A Maine Revised Statutes and hereby approve said application.

Dated at: \_\_\_\_\_, Maine \_\_\_\_\_  
 City/Town (County)

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

The undersigned being: ☐ Municipal Offices ☐ County Commissioners of the  
☐ City ☐ Town ☐ Plantation ☐ Unincorporated Place of: \_\_\_\_\_, Maine

Signature of Officials	Printed Name	Title



## EXTENSION AREA PREMISE DIAGRAM

In an effort to clearly define your extension please draw a diagram below that will include the area you want for a temporary / permanent license premise. Diagrams should be submitted on this form and should be as accurate as possible. Be sure to label the areas of your diagram including methods of monitoring and containment of certain area which you are requesting approval from the Division for liquor consumption.

Please see picture attached to this application with a larger diagram. Thank you.

### For Office Use Only:

Date Filed: \_\_\_\_\_ Date Issued: \_\_\_\_\_ Issued By: \_\_\_\_\_

☐ Approved ☐ Not Approved

### Subchapter 1: GENERAL CONDITIONS

#### **§1051. LICENSES GENERALLY**

**3. Liquor not to be consumed elsewhere.** Except as provided in paragraphs A and B and in section 1207, no licensee for the sale of liquor to be consumed on the premises where sold may personally or by an agent or employee, sell, give, furnish or deliver any liquor to be consumed elsewhere than upon the licensed premises. The service and consumption of liquor must be limited to areas that are clearly defined and approved in the application process by the bureau as appropriate for the consumption of liquor. Outside areas must be controlled by barriers and by signs prohibiting consumption beyond the barriers.

The Town of Lisbon will be voting on where FLUX will be able to do business come Tuesday, 06/02/2020. The proposed locations include the sidewalk in front of FLUX, in a semi-permanent tent in the through way behind FLUX, and on Main Street during road closures that would occur on certain scheduled days of the week. Below you will find a diagram of the out areas of FLUX that relate to the proposed designated areas of the Town of Lisbon. The Laws and Regulations of the State of Maine will be followed regardless of the location chosen by the Town of Lisbon for FLUX to conduct business. Thank you for your consideration and support.

← THROUGH WAY →

FLUX

SIDEWALK

← MAIN STREET RT 125 →





STILLWATER ENVIRONMENTAL ENGINEERING, INC. • PO Box 426, ORONO, MAINE 04473

# PY7 MS4 Stormwater Program Update "Stormwater 101"

Lisbon Town Council and Planning Board



*Prepared By*  
Stillwater Environmental Engineering, Inc.

May 15, 2020

**Philip L. Ruck P.E., President**

TELEPHONE: (207) 949-0074

EMAIL: [pruck@stillwaterenv.com](mailto:pruck@stillwaterenv.com)

WEBSITE: [www.stillwaterenv.com](http://www.stillwaterenv.com)



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## 1 Lisbon PY7 MS4 Program Updates

### 1.1 MDEP/EPA Stormwater Program

The Town of Lisbon is a regulated MS4 community. The current Municipal Separated Storm Sewer System (MS4) General Permit has been administratively continued until at least June 30, 2021. This permit initially became effective on July 1, 2013. Each permit year coincides with the typical municipal fiscal year (July 1 – June 30). Currently, the MS4 permit is in Permit Year Seven (PY7). Please see the EPA/MSGP MS4 Program Updates below for more details concerning the next issuance of the MDEP MS4 Permit.

Each regulated MS4 community has designated a priority watershed (see **Attachment A**) within their urbanized area (see **Attachment B**), where they will focus much of their compliance efforts. The Town of Lisbon has designated the Alder Brook watershed, which has been identified by MDEP as an impaired water body. By designating a priority watershed, the Town can focus MS4 compliance efforts in this area, utilizing limited resources as efficiently as possible.

Each MS4 Community was also required to create and implement a MS4 Stormwater Management Plan (SMP), which addresses each of six Minimum Control Measures (MCMs). Please see the minimum control measures section below for more details concerning the Town's compliance with all six MCMs detailed in the MS4 General Permit and the Androscoggin Valley Stormwater Working Group (AVSWG) SMP.





## SEE 1.2 EPA/MDEP MS4 Program Update

The MDEP has worked closely with regulated MS4s, other stakeholders, and the EPA over the past few years to develop a draft MS4 Permit that is currently scheduled to become effective on July 1, 2021. The new MS4 permit will replace the current five-year permit that has been administratively continued by the MDEP.

The MDEP has been very receptive to the regulated communities' concerns in developing a permit that the 30 municipalities currently in the MS4 Program can live with. The permit has been taking a longer time to develop due to concerns from EPA as well as other stakeholders. The current draft is now under final review by the EPA and MDEP staff have stated that they plan to issue the final permit by the end of May, as long as any final EPA comments are minor in nature.

Based on the latest draft, regulated MS4's will then have to submit a Notice of Intent (NOI) to comply with the terms of the Permit, Stormwater Management Plan (SMP), and updated Illicit Discharge Detection and Elimination (IDDE) Plan on or before October 1, 2020. MDEP staff will then review each municipality's SMP and will issue a Permit Modification, establishing terms and conditions that are enforceable (from the Town's SMP) in addition to the language in the 2021 MS4 General Permit which is also enforceable. MS4's will then have coverage under the MS4 General Permit (starting on July 1, 2021) and must comply with the terms of the Permit and the Permit Modification over the next five-year period (through June 30, 2026).

## 1.3 Stormwater Management Team

The Town continues to rely on an active stormwater team for the implementation of the SMP. Team members include:

- **Town Manager:** Diane Barnes
- **Public Works Director/Stormwater Coordinator:** Randy Cyr
- **Sewer Superintendent:** Steve Aievoli
- **Code Enforcement Officer:** Dennis Douglass
- **Police Chief:** Marc Hagan
- **Fire Chief:** Nathan LeClair
- **Environmental Consultant:** Stillwater Environmental Engineering, Inc.





## SEE 2 Minimum Control Measures

### 2.1 Compliance Summary

The following is a summary of compliance activities for each Minimum Control Measure (MCM) addressed in the MS4 Program occurring during the current permit year (July 1, 2019 through June 30, 2020). Some of these activities have been altered this year due to the Covid-19 situation. All alterations to MS4 compliance activities have been vetted with MDEP staff.

### 2.2 MCM 1: Public Education and Outreach

The Androscoggin Valley Stormwater Group (AVSWG), composed of Lewiston, Auburn, Sabattus, and Lisbon, assists the Town with meeting the requirements of MCM 1 of the MS4 permit. Group activities have included regional branding and messaging for permit compliance.

Additional education and outreach efforts which the Town is involved with include:

- Stormwater Awareness Plan (Statewide): A coordinated statewide effort to educate the public about stormwater pollution and preventative measures.
  - AVSWG is currently conducting a social media campaign to educate the public.
- Stormwater Behavior Change Plan (Regional): A regional effort, focused on lawn and garden care, and coordinated by the AVSWG, in order to educate the public about environmentally friendly lawn and garden practices.
  - University of Maine students will stencil a message about clean water near catch basins in the Town and this will be paired with a Town social media campaign with information about environmentally friendly lawn and garden practices.
- Municipal Outreach Plan (Town-specific): A Lisbon specific plan for educating municipal personnel and officials about stormwater pollution preventative measures.
  - The Town is providing this agenda packet to educate municipal officials about stormwater pollution, as required by the permit. This will be paired with a survey to evaluate the council's understanding of stormwater pollution.
- Targeted BMP Adoption Plan (Regional): A regional effort, focused on chloride reduction, in order to reduce the receiving water quality impacts from winter maintenance activities. Each municipality has developed and implemented a Town specific chloride reduction plan.
  - The Town has implemented chloride reduction strategies for winter maintenance activities conducted by Public Works. These strategies not only reduce the potential for chloride pollution of local waterbodies and groundwater, but also aid in minimizing the cost of winter maintenance activities. This is accomplished through the use of more efficient plowing strategies and a reduction in the amount of chloride products used each winter season through proper application practices.





## SEE 2.3 MCM 2: Public Involvement and Participation

### 2.3.1 Public Events

Due to the COVID-19 situation some public events were canceled during PY7. Please see below for information concerning alternative compliance strategies developed by the AVSWG and the Town to meet MS4 Permit requirements during PY7.



**LEWISTON • AUBURN • SABATTUS • LISBON**

**Moxie Festival:** The Town participated in the Moxie Festival in July of 2019, providing an education booth, which informed the public about stormwater pollution issues, specifically proper lawn and garden care. Several methods were employed to advertise the popular event, including local media coverage, website and Facebook postings, listserve announcements, posters, and flyers. Stormwater informational handouts were provided to attendees that stopped by the booth. These handouts developed by the Yardscapers Program focused on lawn and garden care practices that minimize impacts to stormwater runoff. In addition to providing informational handouts, booth staff also spoke with many attendees about efforts that the Town, as well as AVSWG and other regulated MS4s, are undertaking to reduce stormwater pollution. The Moxie Festival will continue in subsequent permit years, as the event attracts thousands of area residents. This event will likely be canceled in PY8 due to public health and safety issues related to the coronavirus, therefore an alternative public involvement and participation strategy will be developed.

**Annual Stream Cleanup:** Similar to last year, a stream cleanup was planned with the Lisbon Boy Scout Troop. After review and approval by MDEP, as an alternative to this event, a student intern will pick up trash throughout the Town. This activity will be completed prior to June 30, 2020. This intern will work individually and use appropriate PPE and will follow all safety and social distancing protocols. Photos of this alternative cleanup will be posted to the Town's Facebook page.



**Storm Drain Stenciling:** Similar to last year, a storm drain stenciling event was initially planned with the Lisbon Boy Scout Troop. As an alternative to this event, a student intern will stencil storm drains in the Town's priority watershed of Alder Brook. This activity will be completed prior to June 30, 2020. This intern will work individually using appropriate PPE and will follow all safety and social distancing protocols. Typically, stormwater pollution prevention door hangers are distributed to Town residents during stenciling events. To minimize the potential for contact issues, door hangers will not be distributed during PY7. Instead, the Town will prepare a pollution prevention post for the Town's Facebook page which will include an image of the door hanger typically distributed during stenciling as well as links to two educational videos (produced by the Bangor Area Stormwater Group). Photos of storm drain stenciling will also be posted to the Town's Facebook page.







## **SEE 2.4 MCM 3: Illicit Discharge Detection and Elimination**

### **2.4.1 Annual Storm Sewer System Inspections (May-June 2020)**

The following inspections will be completed prior to June 30th, 2020:

- Inspections of municipal owned/operated catch basins in the Town will be conducted by Town Public Works' staff. These inspections will identify any catch basins that are more than 50% full of sediment and need to be cleaned.
- Inspections of open ditches located in the Town's Priority Watershed will be conducted by Town Public Works staff. These inspections will identify any evidence of an illicit discharge into the Town's ditch system as well as any maintenance needs.
- Inspections of all municipally owned/operated outfalls (75) within the Town's Urbanized Area will be conducted by SEE staff. These inspections will identify any evidence of an illicit discharge into or out of the Town's MS4 system as well as any maintenance needs.

### **2.4.2 Storm Sewer System Map**

The Town's storm sewer system was mapped during previous years. The locations of all stormwater management system components are verified each year during annual inspections and the Town's storm sewer system maps are updated, as necessary, following these inspections. These maps are required by the MS4 General Permit and are a critical part of the Town's MS4 compliance strategy. In the event of the discovery of an illicit discharge at a Town owned/operated outfall, accurate stormwater infrastructure maps are vital in tracking down the source of an illicit discharge and removing it.

### **2.4.3 IDDE Investigations**

The Town conducted several IDDE investigations in recent years as part of MS4 compliance, in response to the results of outfall inspections. These investigations included sampling and dye testing and resulted in identification of potential illicit discharges to the Town's storm sewer system. As of this update, Town staff have addressed these issues. Outfalls will be retested, as necessary, during PY7 outfall inspections (June of 2020) in order to confirm that illicit discharges have been eliminated.

### **2.4.4 Hydrant Flushing**

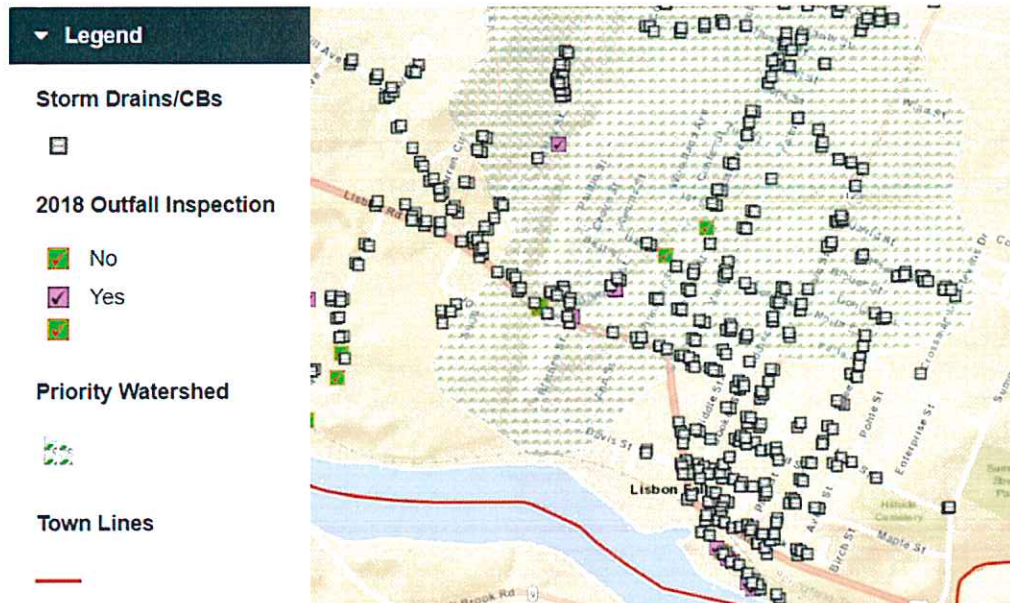
As required by the MS4 Permit, and in order to minimize environmental impacts from hydrant flushing activities, the Lisbon Water District (LWD) currently conducts the following practices during hydrant flushing operations:

- Dechlorination of all hydrant flushing waters (87 hydrants in PY7) prior to discharging to the Town's MS4 system or surface waters. This is accomplished by the use of dechlorination mats and hydrant mounted dechlorination units; and
- To prevent the erosion of soil, the LWD used flushing mats, hay bales, sandbags, catch basin socks, filter socks, or dewatering bags.



## 2.4.5 Electronic Data Management

SEE assists the Town in maintaining all annual separate storm sewer system inspection results in an electronic data management system. All storm sewer system components are also included in the Town's existing Geographic Information System (GIS) developed during previous permit years. An example of the Town's GIS viewer is shown below.



## 2.5 MCM 4: Construction Site Stormwater Runoff Control

### 2.5.1 BMP Inspection and Maintenance

There are currently no construction projects within the Town's urbanized area that meet the requirements of MCM 4 (> one acre of disturbed area).





## **2.6 MCM 5: Post Construction Stormwater Management**

### **2.6.1 Post Construction Discharge Inspections**

Currently, only one site, the Lisbon Androscoggin River Trail, requires an annual post-construction inspection. The project was inspected in PY6 and found to be in good condition, with only routine maintenance items identified. These maintenance items will be completed prior to June 30th, 2020. As per MS4 Permit requirements, the trail will be reinspected by SEE in PY7 prior to June 30, to identify any ongoing necessary maintenance issues.





## **SEE 2.7 MCM 6: Pollution Prevention/Good Housekeeping for Municipal Operations**

### **2.7.1 Annual Trainings**

Town staff will provide Operations and Maintenance (O&M) trainings for Public Works employees before June 30th of 2020, as required by the MS4 Permit. This training focuses on stormwater pollution prevention best practices applicable to Public Works personnel.

### **2.7.2 Annual Cleaning Program Development and Implementation**

Annual street sweeping is performed by Public Works crews as soon as possible after snow melt and as needed thereafter, as required by the MS4 Permit.

### **2.7.3 Biannual Sediment Removal Development and Implementation**

Catch basins are inspected for excess sediment accumulation on an annual basis, as required by the MS4 Permit. If noted during annual inspections, excess accumulated sediment (>50% of sump depth) is removed from catch basin sumps. This minimizes the potential for pipe clogging, and the discharge of excess sediment to nearby waterways. All catch basins identified for cleaning during PY6 inspections were cleaned in the fall of 2019 (PY7).

### **2.7.4 Repair and Upgrade Schedule Implementation**

Town Public Works staff continues to repair the highest priority stormwater infrastructure, based on the results of annual inspections.







### **2.7.5 Pollution Prevention and Good Housekeeping BMPs**

The Town has developed and implemented an Operation and Maintenance (O&M) Plan for all municipal facilities and activities that have the potential to impact stormwater runoff. The following list includes a sample of O&M topics included in the plan:

- Automobile Maintenance
- Hazmat Storage
- Parking Lot and Street Cleaning
- Storm Drain System Cleaning
- Spill Response and Prevention
- Vehicle Washing

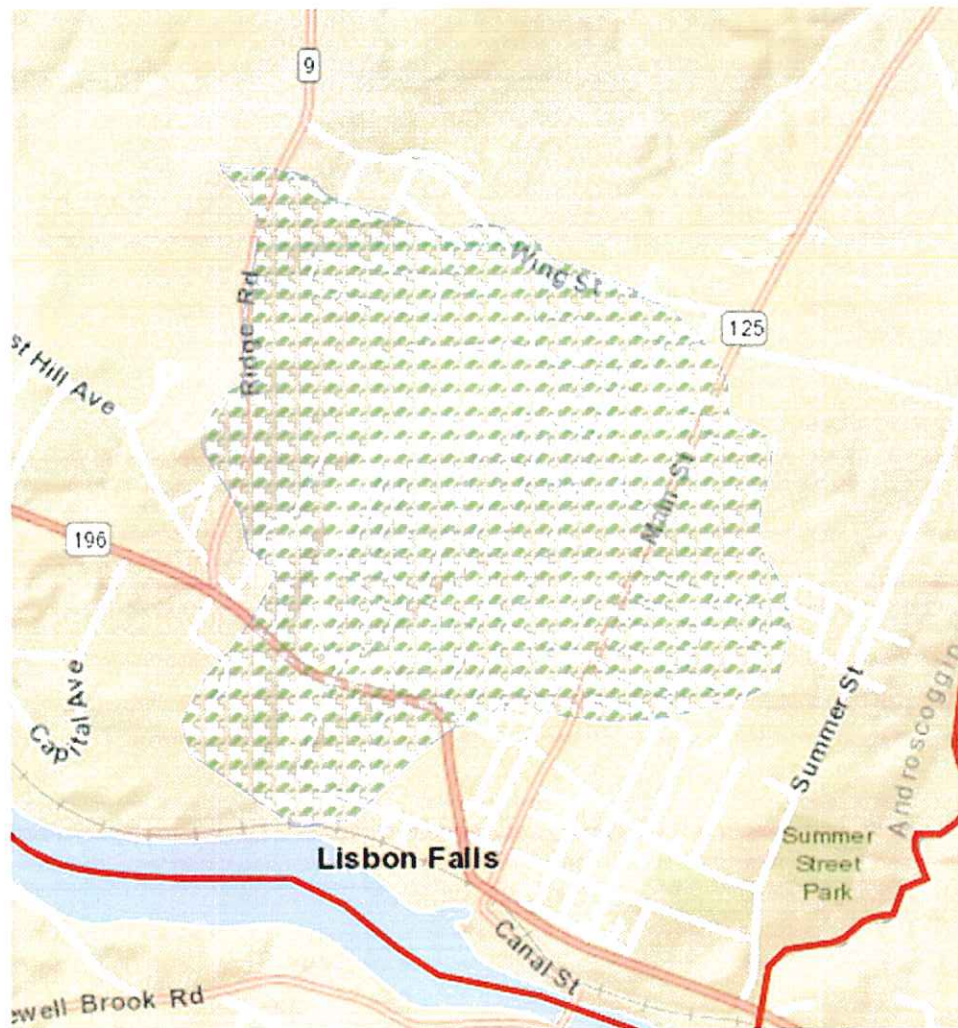
This plan is updated, as required, whenever procedures or policies associated with the plan are amended.





## Appendices

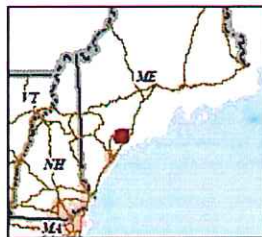
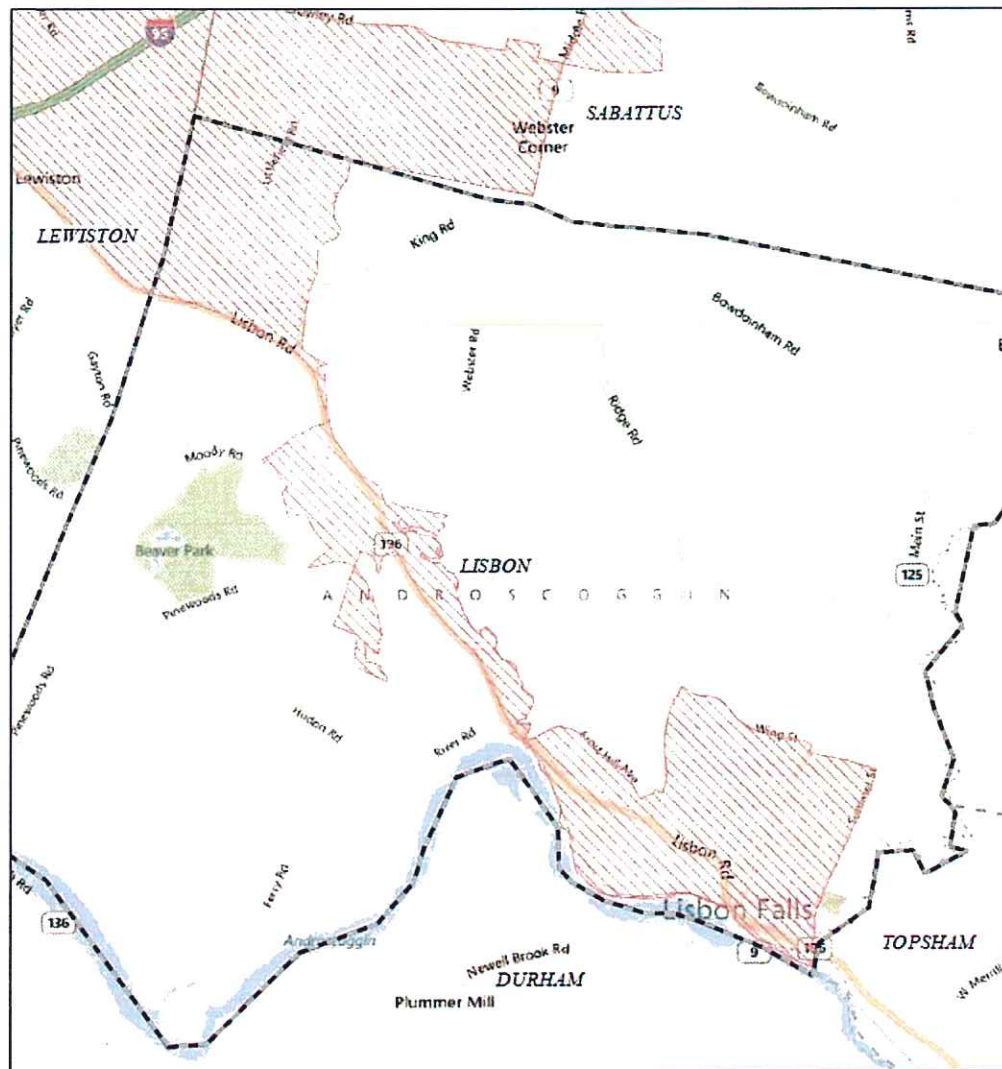
### A Lisbon Priority Watershed Map for Alder Brook







## SEE B Lisbon Urbanized Area Map



NPDES Phase II Stormwater Program  
Automatically Designated MS4 Areas

### Lisbon ME

Regulated Area (2000 + 2010 Urbanized Area)



Town Population: **14333**  
Regulated Population: **5528**  
(Populations estimated from 2010 Census)



Urbanized Areas, Town Boundaries:  
US Census (2000, 2010)  
Base map © 2010 Microsoft Corporation  
and its data suppliers

US EPA Region 1 GIS Center Map #8824, 11/19/2012

**OFFICE OF SUPERINTENDENT OF SCHOOLS**  
**Richard A Green, Superintendent of Schools**

---

**LISBON SCHOOL DEPARTMENT**

TO: Lisbon Town Council

FROM: Richard Green 

DATE: May 18, 2020

RE: Capital Reserve Request

The Capital Reserve Fund was created in 2011 to allow the School Committee to use existing money to pay for maintenance and minor remodeling. Since 2011, money from the undesignated balance and unanticipated revenues has been transferred into the Capital Reserve Fund. As you know, using the Capital Reserve Fund has allowed the Lisbon School Committee to utilize existing money without having to increase the taxpayer's local share. The current balance of the Capital Reserve Fund is \$77,897 and the following request is to utilize an amount not to exceed \$38,188 to cover the cost associated with the purchase of a replacement boiler at the Lisbon Community School.

On Monday, May 11, 2020, the Lisbon School Committee voted (5-0) to request authorization from the Town Council to utilize an amount not to exceed \$38,188 to cover the cost associated with the purchase of a replacement boiler at the Lisbon Community School. Attached you will see a copy of the scope of work from SIEMENS.

Please feel free to contact me if you have any questions or require any additional information prior to your next meeting. I thank you in advance for your consideration.





**PROPOSAL**  
Lisbon Boiler job

**PREPARED BY**  
Siemens Industry, Inc.

**PREPARED FOR**  
Lisbon School Department

**DELIVERED ON**  
April 17, 2020



**Table of Contents**

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## Contact Information

Proposal #:	4536026
Date:	April 17, 2020

Sales Executive:	Darryl Joudrey
Branch Address:	66 Mussey Road Scarborough Maine, 04074
Telephone:	207 420 0934
Email Address:	darryl.joudrey@siemens.com

Customer Contact:	Rick Green and Allen Ouellette
Customer:	Lisbon School Department
Address:	19 Gartley Street Lisbon Maine 04250

Services shall be provided at:	Community School Boiler Job
--------------------------------	-----------------------------

## Scope of Work

Scope of work

Demo Existing boiler

Work with riggers to remove old boiler set and install new boiler set

Re pipe Waterside of the new boiler

Rework exhaust and intake air

rewire boiler room safety circuit

Fill boiler system and check for leaks

Startup and check out with factory Rep

All work to be done during normal hours Monday through Friday 7:30 to 4:30

## Sell Price

Total Quote Price

**\$76,374.86**



## Payment Terms

### Payment Terms Acceptance Agreement

The total price of: \$76,374.86 and the estimated return on investment are based on the items outlined in this proposal. ANY statements made herein regarding savings that may be achieved by implementing the services offered in this proposal are estimates only. No warranty, either expressed or implied, shall be construed to arise from such statements, nor shall such statements be construed as constituting a guarantee by Siemens that such savings will occur if the services are implemented.

### Terms and Conditions Disclaimer

The Customer acknowledges that when approved by the Customer and accepted by Siemens Industry, Inc.: (i) the Proposal and the Contract Terms and Conditions, (together with any other documents incorporated into the forgoing) shall constitute the entire agreement of the parties with respect to its subject matter (collectively, hereinafter referred to as the "Agreement") and (ii) in the event of any conflict between the terms and conditions of the Proposal and the terms and conditions of The Contract Terms and Conditions, the Contract Terms and Conditions shall control.

BY EXECUTION HEREOF, THE SIGNER CERTIFIES THAT (S)HE HAS READ ALL OF THE TERMS AND CONDITIONS AND DOCUMENTS, THAT SIEMENS OR ITS REPRESENTATIVES HAVE MADE NO AGREEMENTS OR REPRESENTATIONS EXCEPT AS SET FORTH THEREIN, AND THAT (S)HE IS DULY AUTHORIZED TO EXECUTE THE SIGNATURE PAGE ON BEHALF OF THE CUSTOMER.

*This Proposal is based on the Siemens Industry, Inc. Standard Terms and Conditions and the "Scope of Work" and are to be considered part of this proposal. Proposal is valid for thirty (30) days from the delivery date of April 17, 2020. Payment is due within 30 days of invoice date.*

**Payment Terms: 25% mobilization in advance, progress payments**

**Total: \$76,374.86**

## Terms & Conditions Link(s)

**Terms and Conditions (Click to download)**

[Terms & Conditions](#)

([www.siemens.com/download?A6V10946842](http://www.siemens.com/download?A6V10946842))

## Attachment A

**Riders (Click on rider below to download)**

[SI Monitoring Rider](#)

([www.siemens.com/download?A6V10946171](http://www.siemens.com/download?A6V10946171))

[SI Online Backup and Data Protection](#)

([www.siemens.com/download?A6V10946174](http://www.siemens.com/download?A6V10946174))

[SI UBM or Utility Procurement](#)

([www.siemens.com/download?A6V10946178](http://www.siemens.com/download?A6V10946178))

[SI Software License Warranty](#)

([www.siemens.com/download?A6V10946180](http://www.siemens.com/download?A6V10946180))

[SI Consulting Rider](#)

([www.siemens.com/download?A6V10946838](http://www.siemens.com/download?A6V10946838))

## Signature Page

### Proposed by:

Siemens Industry, Inc.

\_\_\_\_\_  
Company

Darryl Joudrey

\_\_\_\_\_  
Name

4536026

\_\_\_\_\_  
Proposal #

\$76,374.86

\_\_\_\_\_  
Proposal Amount

April 17, 2020

\_\_\_\_\_  
Date

### Accepted by:

Lisbon School Department

\_\_\_\_\_  
Company

\_\_\_\_\_  
Name (Printed)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Purchase Order #



Sec. 70-1. – Definitions.

Accessory Dwelling Unit means a residential living unit that is within or attached to a single family dwelling, or is located in a detached structure and that provides independent living facilities for one or more persons, including provisions for sleeping, eating, cooking, and sanitation on the same parcel of land as the principal dwelling unit it accompanies.

Sec 70-TBD. – Accessory Dwelling Unit.(1) Purpose.

The purpose of the Accessory Dwelling Unit standards are to:

- a. Increase the supply of affordable housing without the need for more infrastructure or further land development.
- b. Provide flexible housing options for residents and their families.
- c. Integrate affordable housing into the community with minimal negative impact.
- d. Provide elderly citizens with the opportunity to retain their homes and age in place.

(2) Conditional Use Permit Required

The Planning Board is authorized to grant a Conditional Use Permit to allow for Accessory Dwelling Units in accordance with the restrictions and requirements of this section.

- a. The Conditional Use permit shall run with the land, not the property owner.

(3) Criteria for Approval

All of the following criteria must be met in order for the Planning Board to approve an Accessory Dwelling Unit.

- a. A maximum of one (1) Accessory Dwelling Unit may be permitted on a property located in zoning districts that allow single-family dwellings.
  - b. The Accessory Dwelling Unit shall have an independent means of ingress and egress.
  - c. A minimum of two (2) off-street parking spaces shall be provided for the Accessory Dwelling Unit.
  - d. The applicant must demonstrate adequate provisions for water supply and sewage disposal for the accessory and principal dwelling units. Water and wastewater systems for the principal dwelling unit and Accessory Dwelling Unit may be shared or separate.
  - e. Either the principal dwelling unit or the Accessory Dwelling Unit must be owner occupied. The owner must demonstrate that one of the units is their principal place of residence. Both the primary dwelling unit and the Accessory Dwelling Unit must remain in common ownership.
  - f. Accessory Dwelling Units shall maintain an aesthetic continuity with the principal dwelling unit as a single-family dwelling.
  - g. An Accessory Dwelling Unit shall not exceed 800 square feet.
  - h. The Accessory Dwelling Unit shall have no more than 2 bedrooms.
- (4) An Accessory Dwelling Unit that complies with the requirements of this section shall not be considered an additional dwelling unit when calculating lot area per family under the space and bulk regulations of the Code.
- (5) All necessary building and occupancy permits shall be obtained from the Code Enforcement Officer. Compliance with all building codes applicable to the construction of an Accessory Dwelling Unit is required.

Sec. 70-531. - Table of land uses.

<i>Residential Uses</i>	RP	LR	GR	RO-I	RO-II	RR	LRR	V	C	I	DD <sup>8</sup>
Single-family Dwelling	C	P	P	P	P	P	P	P	NO	NO	P <sup>10</sup>
<u>Accessory Dwelling Unit</u>	<u>C</u>	<u>C</u>	<u>C</u>	<u>C</u>	<u>C</u>	<u>C</u>	<u>C</u>	<u>C</u>	<u>NO</u>	<u>NO</u>	<u>C</u>

To: Diane Barnes, Town Manager & Council

From: Dennis Douglass, CEO/Planning Board Recommendation

RE: Ordinance Amendment

Date: April 1, 2020

Since the Register of Deeds no longer requires mylars of plans, we recommend the following amendments to Chapter 46-Streets, Sidewalks & Other Public Places, Article III-Street Acceptance Standards, Section 46-67 Documents required prior to Council be adopted.

Chapter 46-Streets, Sidewalks & Other Public Places

...

Article III-Street Acceptance Standards

...

Section 46-67. - Documentation required prior to Council acceptance

Prior to the Council scheduling an order to accept the a private road, the applicant shall produce the following documents as required:

- (1) A petition, agreement, warrant deed, affidavit or other writing specifically describing the property or interest and its location, and stating that the owner voluntarily offers to transfer such interests t the municipality without claim for damages;
- (2) Recordable ~~mylars and one paper copy~~ copies of the plans of the street for recording at the Androscoggin County Registry of Deeds;
- (3) ...

**Proposed Motion:** To adopt the following amendments to Chapter 46-Streets, Sidewalks & Other Public Places, Article III-Street Acceptance Standards, Section 46-67 Documents required prior to Council acceptance as presented.



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## MEMORANDUM FROM THE PUBLIC WORKS DIRECTOR

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**TO:** DIANE BARNES, TOWN MANAGER  
**FROM:** RANDY CYR, PUBLIC WORKS DIRECTOR  
**SUBJECT:** STREET RESURFACING PROGRAM  
**DATE:** MAY 26, 2020

---

Town of Lisbon, Public Works Department sent a request for Bids regarding the Street Resurfacing Program.

Bids were sent on May 06, 2020, to all companies wanting to submit. The cut off time for submission of all sealed bids to the town was May 26, 2020 @ 2:00 pm.

The companies that were sent a request for bids were Glidden Excavation, Spencer Group Paving, All States Asphalt, Crooker Construction, St. Laurent & Sons, Pike Industries Inc, The Lane Construction Corp, Fine Line Paving & Grinding, Shaw Brothers Construction, P and B Paving.

In order, the bids received and opened are as followed:

1. Glidden Excavation - **\$629,034.00**
2. Spencer Group Paving, LLC - \$667,566.00
3. All States Asphalt - \$646,547.50
4. Crooker Construction - \$752,339.35
5. St. Laurent & Sons - \$648,579.25
6. Pike Industries Inc.- \$869.498.25
7. The Lane Construction Corp - Did not submit a Bid
8. Fine Line Paving & Grinding - Did not submit a Bid
9. Shaw Brothers Construction - Did not submit a Bid
10. P and B Paving - Did not submit a Bid

After thorough review of each submitted bid, I recommend that the winning bid go to Glidden Excavation, due to the lower cost and all work performed will meet our specification needs.

# BID OPENING

5/26/20 @ 2:00 pm

## Town of Lisbon - 2020/2021 Paving Bids

**Bidder**  
**Contact**  
**Bid Bond Compliant**

Glidden Excavation	Spencer Group	All States Asphalt	Crooker	St. Laurent	Pike Industries
Steven Piela	Dennis Spencer	Ron Simbari	Thomas Sturgeon	Gary St. Laurent	Robert Mowatt

N/A

# Unit  
Amounts  
(ton)

Item

#	Item	\$	Total	\$	Total	\$	Total	\$	Total	\$	Total	\$	Total
1	HMA 12.5 mm Surface Course	72.15	107070.6	75	111300	78.5	116494	77	114268	73.85	109593.4	85	126140
2	HMA 9.5 mm FINE Shim & Surface Course	73.5	247474.5	78	262626	78.5	264309.5	85	286195	74.85	252019.95	96	323232
3	Furnish and Install Hand Placed HMA	130	19500	135	20250	150	22500	160	24000	190	28500	160	24000
4	Cold Planning of Butt Joints	11	5500	12	6000	13	6500	15	7500	10	5000	25	12500
5	Application of Bituminous Tack	8.5	8500	5	5000	3.25	3250	13	13000	7	7000	18.5	18500
6	Driveway Prep	10	3000	22.5	6750	35	10500	40	12000	15	4500	55	16500
7	Cold Planning on Various Streets	2.2	29323.8	2.35	31323.15	2.5	33322.5	2.65	35321.85	2.25	29990.25	4.25	56648.25
8	Reclaim Existing Asphalt Pavement	10	1100	6.5	715	6	660	61.25	6737.5	15	1650	85	9350
9	Lower & Adjust Catch Basins (0' - 6")	650	26000	500	20000	575	23000	1200	48000	525	21000	725	29000
10	Furnish and Install Loam, Seed & Mulch	8.5	2975	10	3500	4.5	1575	32	11200	5.5	1925	25	8750
11	Flaggers	33	13200	25	10000	25	10000	36	14400	34	13600	36	14400
12	Traffic Control	3800	3800	500	500	5000	5000	10500	10500	3000	3000	35100	35100
13	Misc & Clean up	9590	9590	500	500	2500	2500	5250	5250	13000	13000	6800	6800
14	Mobilization	20651.7	20651.7	49877.85	49877.85	6500	6500	12750	12750	24000	24000	18000	18000
	<b>Base Bid</b>		497,685.60		528,342.00		506,111.00		601,122.35		514,778.60		698,920.25

Recorded by:

Street Resurfacing Program Bid Opening  
Tuesday, May 26, 2020  
In Parking Lot  
2:00pm

Present: Diane Barnes, Town Manager  
Randy Cyr, Public Works Director  
Ray Soucy, Public Works Admin

The following bids were received for the Street Resurfacing Program and publicly opened:

Glidden Excavation 326 New Portland Rd Gorham, ME 04038	\$629,034.00
Spencer Group Paving, LLC 11 General Turner Hill Rd Turner, ME 04282	\$667,566.00
All States Asphalt 599 Main St Richmond, ME 04357	\$646,547.50
Crooker Construction 103 Lewiston Rd PO Box 5001 Topsham, ME 04086	\$752,339.35
St. Laurent & Sons 20 Highland Spring Rd Lewiston, ME 04240	\$648,579.25
Pike Industries Inc. 95 Western Ave Fairfield, ME 04937	\$869,498.25

The following companies were sent an RFP however, did not turn in a bid for Street Resurfacing Program:

The Lane Construction Corp  
Fine-Line Paving & Grinding  
Shaw Brothers  
P and B Paving



**TOWN OF LISBON, MAINE**



**REQUEST FOR PROPOSAL AND CONTRACT DOCUMENTS  
FOR  
TOWN OF LISBON  
2020-2021 STREET RESURFACING PROGRAM  
BID NO. 2020-004**

**PREPARED BY  
TOWN OF LISBON  
TOWN MANAGER'S OFFICE  
300 LISBON STREET  
LISBON, ME 04210**

**TOWN OF LISBON**  
**2020-2021 STREET RESURFACING PROGRAM**  
**BID NO. 2020-004**

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**TOWN OF LISBON**  
**2020-2021 STREET RESURFACING PROGRAM**  
**BID NO. 2020-004**  
**REQUEST FOR PROPOSAL**

**Bid #2020-004**  
**2020-2021 STREET RESURFACING PROGRAM**  
May 6, 2020

Sir/Madam:

Sealed bids will be received in the office of the Town Manager until **Tuesday May 26, 2020 until 2:00 p.m.**, at which time they will be publicly opened and read aloud on the enclosed specifications for the **2020-2021 STREET RESURFACING PROGRAM**.

Contractors who plan to submit a proposal **shall attend a mandatory Pre-bid meeting onsite at the Lisbon Public Works Garage, 14 Capital Ave., Lisbon Falls, ME 04252, at 10:00 A.M. on May 14, 2020, to go over project specifications and ask questions.**

The Town Council reserves the right to accept or reject any and all proposals.

**Please use a sealed envelope clearly marked with the bid name and number** when submitting your bid. Only sealed bids will be accepted. Faxed bids will not be considered.

Respectfully,

Diane Barnes  
Town Manager



**TOWN OF LISBON**  
**2020-2021 STREET RESURFACING PROGRAM**  
**BID NO. 2020-004**

**NOTICE TO CONTRACTORS**

**Pre-Bid: May 14, 2020 @ 10:00 a.m.**

**Bid Date: May 26, 2020 @ 2:00 p.m.**

Sealed proposals for **2020 STREET RESURFACING PROGRAM** shall be received by the office of the Town Manager until **2:00 PM on May 26, 2020**, and at that time will be publicly opened and read. **A mandatory pre bid conference will be held at 10:00 AM on May 14, 2020** at the Lisbon Public Works Department, 14 Capital Avenue, Lisbon Falls.

The scope of work for this program, includes: furnishing and installing (except as noted) all materials labor and equipment necessary to resurface or roads as listed, including: utility cover adjustments: shim, and overlay; driveway preparation and lawn and driveway restoration; set utilities to grade; and traffic control and cleanup. This Contract has specific completion date, as listed, following the scope of work description.

**SCOPE OF WORK**

**STREET RESURFACING**

**Huston Street, from East Avenue to the end:**

**Scope:** Grind butt joints. Shim with 9.5 mm HMA. Set utilities to grade. Place 9.5 mm HMA Fine Surface pavement at 2". Perform driveway preparation as needed. Perform lawn, driveway and shoulder follow up as needed.

**Cross Street:**

**Scope:** Grind butt joints. Shim with 9.5 mm HMA. Set utilities to grade. Place 9.5 mm HMA Fine Surface pavement at 2". Perform driveway preparation as needed. Perform lawn, driveway and shoulder follow up as needed.

**Pike Street:**

**Scope:** Grind butt joints. Shim with 9.5 mm HMA. Set utilities to grade. Place 9.5 mm HMA Fine Surface pavement at 2". Perform driveway preparation as needed. Perform lawn, driveway and shoulder follow up as needed.

**Lawrence Street:**

**Scope:** Grind butt joints. Shim with 9.5 mm HMA. Set utilities to grade. Place 9.5 mm HMA Fine Surface pavement at 2". Perform driveway preparation as needed. Perform lawn, driveway and shoulder follow up as needed.

**Bates Street:**

**Scope:** Grind butt joints. Shim with 9.5 mm HMA. Set utilities to grade. Place 9.5 mm HMA Fine Surface pavement at 2". Perform driveway preparation as needed. Perform lawn, driveway and shoulder follow up as needed.

**Free Street, from Earle Street to High Street:**

**Scope:** Grind butt joints. Mill 2" and fill with 2-1/2" compacted to 2" of 9.5mm HMA fine surface, perform driveway preparation as needed. Perform lawn, driveway, and shoulder follow up as needed.

**Pine Street, from Maple Street to Oak Street:**

**Scope:** Grind butt joints. Shim with 9.5 mm HMA. Set utilities to grade. Place 9.5 mm HMA Fine Surface pavement at 2". Perform driveway preparation as needed. Perform lawn, driveway and shoulder follow up as needed.

**Autumn Street:**

**Scope:** Grind butt joints. Mill 2" and fill with 2-1/2" compacted to 2" of 9.5mm HMA fine surface, perform driveway preparation as needed. Perform lawn, driveway, and shoulder follow up as needed.

**Frost Hill Avenue, from Sunset Avenue to Rt. 196:**

**Scope:** Grind butt joints. Mill 2" and fill with 2-1/2" compacted to 2" of 9.5mm HMA fine surface, perform driveway preparation as needed. Perform lawn, driveway, and shoulder follow up as needed.

**Woodland Avenue:**

**Scope:** Grind butt joints. Shim with 9.5 mm HMA. Set utilities to grade. Place 9.5 mm HMA Fine Surface pavement at 2". Perform driveway preparation as needed. Perform lawn, driveway and shoulder follow up as needed.

**2<sup>nd</sup> Street:**

**Scope:** Grind butt joints. Shim with 9.5 mm HMA. Set utilities to grade. Place 9.5 mm HMA Fine Surface pavement at 2". Perform driveway preparation as needed. Perform lawn, driveway and shoulder follow up as needed.

**Bowdoin Street (All):**

**Scope:** Grind butt joints. Shim with 9.5 mm HMA. Set utilities to grade. Place 9.5 mm HMA Fine Surface pavement at 2". Perform driveway preparation as needed. Perform lawn, driveway and shoulder follow up as needed.

**Beals Street:**

**Scope:** Grind butt joints. Shim with 9.5 mm HMA. Set utilities to grade. Place 9.5 mm HMA Fine Surface pavement at 2". Perform driveway preparation as needed. Perform lawn, driveway and shoulder follow up as needed.

**Bauer Street:**

**Scope:** Grind butt joints. Shim with 9.5 mm HMA. Set utilities to grade. Place 9.5 mm HMA Fine Surface pavement at 2". Perform driveway preparation as needed. Perform lawn, driveway and shoulder follow up as needed.



**Alternate- Wagg Road:**

**Scope:** Grind butt joints. Fine grade with reclaim for proper pitch, compact and pave with 12mm HMA binder. Perform driveway preparation as needed. Perform lawn, driveway and shoulder follow up as needed.

**The following streets must be completed by October 30, 2020:**

Huston Street, From East Avenue to the end  
Cross Street  
Pike Street  
Lawrence Street  
Bates Street  
Free Street from Earle Street to High Street  
Pine Street from Maple Street to Oak Street  
Autumn Street  
Frost Hill Avenue, from Sunset Avenue to Rt. 196  
Woodland Avenue  
2<sup>nd</sup> Street  
Bowdoin Street  
Beals Street  
Bauer Street  
Alternate – Wagg Road

Each bidder is required to state in his/her proposal, his/her name and place of residence and the names of all persons or parties interested as principals with him/her, and that the proposal is made without any connection with any other bidder making any proposal for the same work; and that no person acting for or employed by the Town of Lisbon is directly or indirectly interested in the proposal or in any contract which may be entered into to which the proposal relates, or in any portion of the profits therefrom, except as provided by the Town Code of Ordinance.

The proposal must be signed by the bidder with his/her full name and address and be enclosed in a sealed envelope together with the bid security. The sealed envelope shall be marked with the name and address of the bidder and entitled:

**“2020 STREET RESURFACING PROGRAM”**

And, addressed to "Town Manager, 300 Lisbon Street, Lisbon, Maine 04250". If the Proposal is forwarded by mail, the sealed envelope, containing the Proposal and marked as above, must be enclosed in a second envelope which shall be addressed to: "Town Manager, 300 Lisbon Street., Lisbon, Maine 04250". All mailed Proposals should be sent by registered mail to insure delivery.

Any bidder may withdraw his/her Proposal prior to the scheduled time for the opening of Proposals upon presentation to the “Town Manager” of a request, in writing, to do so. Any bidder who



withdraws his/her Proposal within thirty (30) days after the actual opening thereof shall be considered to have abandoned his/her Proposal and the bid security accompanying the proposal will be forfeited to the Town of Lisbon. Any Proposal received after the scheduled opening time will not be considered. The Town Council reserves the right to waive any formality and may consider as informal any Proposal not prepared and submitted in accordance with these provisions. The Town Council reserves the right to accept any Proposal or reject any or all Proposals if it is deemed to be in the public interest to do so.

Proposals will not be considered unless they are accompanied by a bid security in the form of a bid bond of a security company satisfactory to the "Town Manager" in the amount of five (5%) percent of the total bid price, made out in favor of the Town of Lisbon. All bid securities will be released upon deliverance of the Performance Bond and the Labor and Material Payment Bond and execution of the Contract, or, if no Contract award is made, within forty-five (45) days after the opening of the Proposals, unless forfeited as herein stipulated.

The Contract must be signed within ten (10) days, Saturdays, Sundays, and holidays accepted, after the date of notification to the bidder by the "Town Manager" of the acceptance of his/her Proposal and readiness of the Contract to be signed. If the bidder fails or neglects, after such notification, to execute the Contract, the Town Council may determine that the Proposal has been abandoned; and, in such case, the bid security accompanying the Proposal will be forfeited to the Town of Lisbon.

A Performance Bond and a Labor and Material Payment Bond, preferably executed on AIA Bond Form Number A311 in an amount equal to the total Contract price, of a surety company satisfactory to the "Town Manager", will be required of the successful bidder to insure completion of the work and the proper fulfillment of the conditions of the Contract. The total Contract price shall mean the total bid price as stated in the Proposal based on the estimated quantities of the various items of work.

The work is to be commenced within ten (10) days after the date of the Contract unless otherwise specified in the Specifications or directed by the "Town Manager", in writing, and is to be continued with diligent regularity until its completion within the time limit specified. **All paving, including driveways, is to be completed within 2 weeks after work commences on each street. Final loaming and touch up work must be completed with 2 weeks of final paving. Contractor will not be allowed to begin work on multiple streets, unless this schedule can be met.**

All Proposals must be made on the blank Proposal Form bound in the Contract Documents, or as otherwise provided for in the Specifications. Bidders shall state prices for each separate item of work as called for in the Proposal Form. These prices are to cover the entire expenses incidental to the completion of the work in full conformity with the Contract Documents. The prices must be stated in figures for all bid items. Proposals which do not contain prices for all items which are called for or which otherwise are not in conformity with this Notice may be rejected.

Each bidder shall make his/her Proposal from his/her own examinations and estimates, and shall not hold the Town, its agents or employees responsible for, or bound by, any schedule, estimate, sounding, boring, or any plan of any thereof, and shall, if any error in any plan, drawing specifications or direction relating to anything to be done under this Contract comes to his/her knowledge, report it at once, in writing, to the Engineer.



All materials and labor required to complete the work shall be supplied by the Contractor unless otherwise provided for in the Supplemental Specifications. The cost and expense of all the necessary materials, labor, tools and equipment required to complete the work shall be included in the prices stated in the Proposal.

**The Town may set off any unpaid taxes, fees or other charges or other amounts owed by the Contractor against the contract price, in full or partial satisfaction.**

All questions by prospective bidders pertaining to the Contract Documents, Plans and Specifications must be received, in writing, by the Public Works Director, at least five (5) days before the date set for the opening of the Proposals. Any questions which, in the opinion of the "Town Manager", require interpretation, will be sent by email, with the interpretation, in the form of a numbered Addendum, to each person or firm who has taken out a set of Contract Documents, not later than three (3) days prior to the scheduled opening of the Proposals. Addenda issued later than three (3) days prior to the scheduled opening of the Proposals will be by email. Bidders shall acknowledge receipt of all Addenda in the space provided therefore in the Proposal Form, whether the Addenda are in response to questions or otherwise issued by the Town.

The Supplemental Specifications and the Contract Plans delineate the particular project to which the Contract Documents pertain. Should any discrepancy be found to exist between the Supplemental Specifications and the Standard Specifications and/or the Contract Plans, the Supplemental Specifications and/or Contract Plans shall govern.

If the Bid Price of any or several bid items submitted with this Proposal appear to be extremely low or high, compared to the actual cost of performing the work, the Bidder may be asked to explain, in writing, how the work in question is to be performed at the price or prices bid before a decision is made by the Town to award a Contract or reject the Bid.

Proposals will be considered irregular and will be rejected for the following reasons:

- (a) If the Proposal is on a form other than that furnished by the Town or if the form is altered in any way.
- (b) If there are unauthorized additions, conditional or alternate bids or irregularities of any kind which may make the Proposal incomplete, indefinite or ambiguous as to its meaning.
- (c) If the Bidder adds any provisions reserving the right to accept or reject an award or to enter into a Contract pursuant to an award.
- (d) If the Proposal does not contain a unit price for each pay item listed unless otherwise specified.
- (e) If any of the bid prices are unbalanced, or do not reflect the actual cost required to perform the work, as outlined in the Plans and Specifications.

**INSURANCE:**

The Contractor shall furnish proof of coverage with adequate insurance of the types and to the limits specified below naming the Town of Lisbon as additional insured. Certificate of such insurance shall be filed with the Town Manager.

**WORKERS' COMPENSATION:**

Workers' Compensation, coverage with Statutory Limits and Employers Liability for all employees with limits of \$400,000 per incident; and in case any work is sublet, the Contractor shall require the sub-contractor similarly to provide coverage for the latter's employees unless such employees are covered by the protection afforded the Contractor.

**AUTOMOTIVE LIABILITY INSURANCE:**

Automotive Liability insurance with minimum limits of liability for bodily injury in the amount of \$400,000 for each occurrence and minimum limits of liability for property damage in the amount of \$50,000/\$100,000 aggregate.

**GENERAL LIABILITY INSURANCE:**

General Liability insurance with minimum limits of liability for bodily injury in the amount of \$500,000 for each occurrence and minimum limits of liability for property damage in the amount of \$50,000/\$100,000 aggregate, or a combined single limit of \$500,000 for each occurrence, including completed operations shall be required.



**TOWN OF LISBON**  
**2020-2021 STREET RESURFACING PROGRAM**  
**BID NO. 2020-004**  
**PROPOSAL**

To: Town Manager  
Lisbon Town Office,  
300 Lisbon Street  
Lisbon, Maine 04250

The undersigned hereby declares that he/she has carefully examined the location of the proposed work, the proposed Contract Form and the Contract Documents therein referred to and that he/she proposes and agrees, if this Proposal is accepted, that he/she will contract with the Town of Lisbon, by its Town Manager, to provide all machinery, tools, labor, equipment and other means of construction and to do all the work and furnish all the materials, except those specified in the Specifications to be furnished by the Town, necessary to complete the work in the manner and time therein prescribed, in accordance with the conditions and requirements set forth in the Contract Documents and the requirements of the Director of Public Works as provided for therein; and that he/she will accept in full payment therefore the following sums to wit:

NO.	ITEM DESCRIPTION	QTY.	UNIT	UNIT COST	COST
1.	Furnish & Install 12.5mm HMA Surface Course	1,590	Tons:	_____/Ton	_____
2.	Furnish & Install 9.5mm FINE HMA Shim & Surface Course	5,050	Tons:	_____/Ton	_____
3.	Furnish & Install Hand Placed HMA	150	Tons:	_____/Ton	_____
4.	Cold Planing of Butt Joints on Various Streets or Driveways	500	SY:	_____/SY	_____
5.	Application of Bituminous Tack	1,000	Gals:	_____/Gals	_____
6.	Driveway Preparation	300	SY:	_____/SY	_____
7.	Cold Planing of Various Streets	13,329	SY:	_____/SY	_____
8.	Reclaim Existing Asphalt Pavement	110	SY:	_____/SY	_____
9.	Lower & Adjust Catch Basin Covers and Grates to Grade (0" - 6")	40	CY:	_____ EA	_____
10.	Furnish & Install Loam, Seed & Mulch	350	SY:	_____/SY	_____
11.	Flaggers	400	HR:	_____/HR	_____
12.	Traffic Control	1	LS:	_____ LS	_____
13.	Miscellaneous and Clean Up	1	LS:	_____ LS	_____
14.	Mobilization	1	LS:	_____ LS	_____
TOTAL:				\$	_____

The undersigned further agrees that, after notification by the Town Manager of the acceptance of his/her Proposal and the readiness of the Contract for signature, he/she will execute the Contract and furnish the required Bonds within ten (10) days, Saturdays, Sundays and Holidays, excepted, and that he/she will commence the work within ten (10) days after the execution of the Contract and deliverance of the Bonds, unless otherwise specified in the Supplemental Specifications or directed by the Director of Public Works in writing and that he/she will prosecute the work to its completion within the time limit specified in the Supplemental Specifications.

The undersigned further agrees that there shall be deducted from monies due the Contractor, not as a penalty, but as inspection costs, the sum of five hundred (\$500.00) dollars for each working day beyond the time limit specified in the Supplemental Specifications which is required by the Contractor to complete the whole work to the satisfaction of the Director of Public Works.

The undersigned further agrees that in the employment of labor, preference will be given, all other things being equal, to the citizens of Lisbon and of the State of Maine, in that order.

The undersigned hereby further declares that the only persons or parties interested in this Proposal, as principals, are named below; that the Proposal is made without any connection with any other person or party making any proposal for the same work; and that no person acting for or employed by the Town of Lisbon is directly or indirectly interested in this Proposal or in any Contract which may be made under it or in profits expected to arise therefrom, except as provided by the Town Charter. The full names and addresses of all persons and parties interested in this Proposal, as principals, are as follows: (Give first and last names in full, and in the case of a Corporation, give names and addresses of President, Treasurer, and Manager; and in case of a Partnership, give names and addresses of members):

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Accompanying this Proposal is a bid security deposit in the amount of **(5% of Bid Price)** of (\$\_\_\_\_\_) which is to become the property of the Town of Lisbon, by forfeiture, if the undersigned fails, after notification by the Town Manager of the acceptance of his/her Proposal, to execute a contract with the Town and furnish the required Bonds within the time agreed to herein; or, in case the undersigned withdraws his/her Proposal within thirty (30) days after the opening of the Proposals. Otherwise, the deposit will be returned to the undersigned in accordance with the provisions in the Notice to Contractors.

Company Name: \_\_\_\_\_

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

Signature \_\_\_\_\_

Printed Name and title: \_\_\_\_\_

Firm's IRS ID # \_\_\_\_\_

Date \_\_\_\_\_

Telephone Number

Fax #

E-Mail Address

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**TOWN OF LISBON**  
**2020-2021 STREET RESURFACING PROGRAM**  
**BID NO. 2020-004**

**CONTRACT**

This Agreement, made and entered into the date listed below, in the year two thousand and twenty between the Town of Lisbon, Maine, a municipal corporation existing under the laws of the State of Maine, hereinafter called "Owner", by its Town Manager, party of the first part, and

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hereinafter called "Contractor", with legal address and principal place of business at:

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party of the second part:

WITNESSETH:

That the parties to these presents, each in consideration of the covenant and agreements on the part of the other herein contained, have covenanted and agreed and do hereby covenant and agree, the party of the first part for itself and the party of the second part for himself/herself and his/her heirs, executors, administrators and assigns under the penalties expressed in the Performance Bond and the Labor and Material Payment Bond as follows:

That this Agreement includes the following documents, hereinafter referred to as Contract Documents, which are attached hereto and incorporated by reference into this Agreement:

- A. Notice to Contractors
- B. Proposal
- C. Contract
- D. Notice of Award
- E. Notice to Proceed
- F. Supplemental Specifications
- G. Standard Specifications
- H. Contract Plans, if any
- I. Addenda, if any
- J. Federal Conditions, if any

That the party of the second part will do all the work, furnish all the materials, tools and equipment, except as otherwise specified, and do everything necessary and proper for performing and faithfully completing the work required by the Contract Documents in strict conformity with the provisions of the Contract Documents within the time specified in the Special Provisions, Plans, and the Standard and Supplemental Specifications. That the party of the first part will pay

the party of the second part as full compensation for well and faithfully completing the whole work according to the Contract Documents as follows:

NO.	ITEM DESCRIPTION	QTY.	UNIT	UNIT COST	COST
15.	Furnish & Install 12.5mm HMA Surface Course	1,590	Tons:	_____/Ton	_____
16.	Furnish & Install 9.5mm FINE HMA Shim & Surface Course	5,050	Tons:	_____/Ton	_____
17.	Furnish & Install Hand Placed HMA	150	Tons:	_____/Ton	_____
18.	Cold Planing of Butt Joints on Various Streets or Driveways	500	SY:	_____/SY	_____
19.	Application of Bituminous Tack	1,000	Gals:	_____/Gals	_____
20.	Driveway Preparation	300	SY:	_____/SY	_____
21.	Cold Planing of Various Streets	13,329	SY:	_____/SY	_____
22.	Reclaim Existing Asphalt Pavement	110	SY:	_____/SY	_____
23.	Lower & Adjust Catch Basin Covers and Grates to Grade (0" - 6")	40	CY:	_____EA	_____
24.	Furnish & Install Loam, Seed & Mulch	350	SY:	_____/SY	_____
25.	Flaggers	400	HR:	_____/HR	_____
26.	Traffic Control	1	LS:	_____LS	_____
27.	Miscellaneous and Clean Up	1	LS:	_____LS	_____
28.	Mobilization	1	LS:	_____LS	_____
TOTAL:				\$	_____

The party of the second part represents and warrants:

- A. That he/she is financially solvent; and is experienced in and competent to perform the work; and is able to furnish the plant, materials, supplies, labor, and equipment to be furnished by him/her; and,
- B. That he/she is familiar with all Federal, State, Municipal and Departmental laws, ordinances and regulations which may in any way affect the work or those employed therein; and,
- C. That such temporary and permanent work required by the Contract Documents to be done by him/her can be satisfactorily constructed and used for the purposes for which it is intended; and that such construction will not injure any person or damage any property other than that damage caused by the construction; and,
- D. That he/she has carefully examined the Contract Documents and the site of the work; and from his/her own investigation has satisfied himself/herself as to the nature and location of the work, the character, quality and quantity of surface and subsurface material likely to be encountered, the character of equipment and other facilities needed for the performance of the work, the general and local conditions; and all the other materials and conditions which may in any way affect the work or its performance.

If you are proposing to use any subcontractors, please list them here along with references for them. They will need written permission from the Town Manager as well as the required insurance coverage and certificate of insurance submitted to the Town Manager.

IN WITNESS WHEREOF, the said Town, by its Town Manager and the said

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

By its \_\_\_\_\_ thereunto duly authorized have hereunto set their hands and seals the date below written.

Signed in the presence of:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Diane Barnes, Town Manager

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

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

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



**TOWN OF LISBON**  
**2020-2021 STREET RESURFACING PROGRAM**  
**BID NO. 2020-004**

**NOTICE OF AWARD**

To:

The Town of Lisbon has considered the BID submitted by you for the above described work in response to its Advertisement for Bids dated May 6, 2020 and Information for Bidders.

You are hereby notified that your BID has been accepted for the **2020-2021 STREET RESURFACING PROGRAM** for a total award of \_\_\_\_\_. You are required by the Information for Bidders to execute the Agreement and furnish the required CONTRACTOR'S Performance Security and certificates of insurance within ten (10) days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said BONDS within ten (10) days from the date of this Notice, said Town of Lisbon will be entitled to consider all your rights arising out of the Town acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The Town will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of the NOTICE OF AWARD to the Town of Lisbon.

Dated this: \_\_\_\_\_

By: \_\_\_\_\_  
Project Manager

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged

by (firm) \_\_\_\_\_

this the \_\_\_\_\_ day of \_\_\_\_\_, 2020

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

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

**TOWN OF LISBON**  
**2020-2021 STREET RESURFACING PROGRAM**  
**BID NO. 2020-004**

**NOTICE TO PROCEED**

To:

You are hereby notified to proceed with the work entitled **2020-2021 STREET RESURFACING PROGRAM**, together with all necessary appurtenances, and to diligently prosecute the work.

You are instructed to immediately take the necessary steps for execution of the work within ten (10) calendar days (or other start time as specified) from the date of this Notice to Proceed. The work is to be completed by October 30, 2020 as stated in the Contract Documents.

By: \_\_\_\_\_  
Project Manager

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

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

**TOWN OF LISBON**  
**2020-2021 STREET RESURFACING PROGRAM**  
**BID NO. 2020-004**

**DIVISION 10**  
**SUPPLEMENTAL SPECIFICATIONS**

**10.01 SCOPE OF WORK:**

The scope of work for this program, includes: furnishing and installing (except as noted) all materials labor and equipment necessary to resurface or roads as listed, including: utility cover adjustments: shim, and overlay; driveway preparation and lawn and driveway restoration; set utilities to grade; and traffic control and cleanup. This Contract has a specific completion date, as listed, following the scope of work description.

**STREET RESURFACING**

**Huston Street, from East Avenue to the end:**

**Scope:** Grind butt joints. Shim with 9.5 mm HMA. Set utilities to grade. Place 9.5 mm HMA Fine Surface pavement at 2". Perform driveway preparation as needed. Perform lawn, driveway and shoulder follow up as needed.

**Cross Street:**

**Scope:** Grind butt joints. Shim with 9.5 mm HMA. Set utilities to grade. Place 9.5 mm HMA Fine Surface pavement at 2". Perform driveway preparation as needed. Perform lawn, driveway and shoulder follow up as needed.

**Pike Street:**

**Scope:** Grind butt joints. Shim with 9.5 mm HMA. Set utilities to grade. Place 9.5 mm HMA Fine Surface pavement at 2". Perform driveway preparation as needed. Perform lawn, driveway and shoulder follow up as needed.

**Lawrence Street:**

**Scope:** Grind butt joints. Shim with 9.5 mm HMA. Set utilities to grade. Place 9.5 mm HMA Fine Surface pavement at 2". Perform driveway preparation as needed. Perform lawn, driveway and shoulder follow up as needed.

**Bates Street:**

**Scope:** Grind butt joints. Shim with 9.5 mm HMA. Set utilities to grade. Place 9.5 mm HMA Fine Surface pavement at 2". Perform driveway preparation as needed. Perform lawn, driveway and shoulder follow up as needed.

**Free Street, from Earle Street to High Street:**

**Scope:** Grind butt joints. Mill 2" and fill with 2-1/2" compacted to 2" of 9.5mm HMA fine surface, perform driveway preparation as needed. Perform lawn, driveway, and shoulder follow up as needed.

**Pine Street, from Maple Street to Oak Street:**



**Scope:** Grind butt joints. Shim with 9.5 mm HMA. Set utilities to grade. Place 9.5 mm HMA Fine Surface pavement at 2". Perform driveway preparation as needed. Perform lawn, driveway and shoulder follow up as needed.

**Autumn Street:**

**Scope:** Grind butt joints. Mill 2" and fill with 2-1/2" compacted to 2" of 9.5mm HMA fine surface, perform driveway preparation as needed. Perform lawn, driveway, and shoulder follow up as needed.

**Frost Hill Avenue, from Sunset Avenue to Rt. 196:**

**Scope:** Grind butt joints. Mill 2" and fill with 2-1/2" compacted to 2" of 9.5mm HMA fine surface, perform driveway preparation as needed. Perform lawn, driveway, and shoulder follow up as needed.

**Woodland Avenue:**

**Scope:** Grind butt joints. Shim with 9.5 mm HMA. Set utilities to grade. Place 9.5 mm HMA Fine Surface pavement at 2". Perform driveway preparation as needed. Perform lawn, driveway and shoulder follow up as needed.

**2nd Street:**

**Scope:** Grind butt joints. Shim with 9.5 mm HMA. Set utilities to grade. Place 9.5 mm HMA Fine Surface pavement at 2". Perform driveway preparation as needed. Perform lawn, driveway and shoulder follow up as needed.

**Bowdoin Street (All):**

**Scope:** Grind butt joints. Shim with 9.5 mm HMA. Set utilities to grade. Place 9.5 mm HMA Fine Surface pavement at 2". Perform driveway preparation as needed. Perform lawn, driveway and shoulder follow up as needed.

**Beals Street:**

**Scope:** Grind butt joints. Shim with 9.5 mm HMA. Set utilities to grade. Place 9.5 mm HMA Fine Surface pavement at 2". Perform driveway preparation as needed. Perform lawn, driveway and shoulder follow up as needed.

**Bauer Street:**

**Scope:** Grind butt joints. Shim with 9.5 mm HMA. Set utilities to grade. Place 9.5 mm HMA Fine Surface pavement at 2". Perform driveway preparation as needed. Perform lawn, driveway and shoulder follow up as needed.

**Alternate- Wagg Road:**

**Scope:** Grind butt joints. Fine grade with reclaim for proper pitch, compact and pave with 12mm HMA binder. Perform driveway preparation as needed. Perform lawn, driveway and shoulder follow up as needed.

The following streets must be completed by October 30, 2020:

Huston Street, From East Avenue to the end

Cross Street  
Pike Street  
Lawrence Street  
Bates Street  
Free Street from Earle Street to High Street  
Pine Street from Maple Street to Oak Street  
Autumn Street  
Frost Hill Avenue, from Sunset Avenue to Rt. 196  
Woodland Avenue  
2nd Street  
Bowdoin Street  
Beals Street  
Bauer Street  
Alternate – Wagg Road

#### **10.02 SAFETY**

The Contractor shall conform to all OSHA Safety Requirements and those of any other pertinent regulatory agencies. The Contractor shall erect signage and traffic control devices in compliance with the latest version of the Manual on Uniform Traffic Control Devices (MUTCD). The appropriate number of Flaggers shall be used to assist traffic and pedestrians in safely passing thru the work zone. At the end of the shift the work zone shall be properly secured allowing the safe passage of motor vehicles and pedestrians. Any work that is required to be performed at night shall conform to MUTCD and Department of Labor requirements.

#### **MANDATORY PRE-BID CONFERENCE:**

**A mandatory pre bid conference will be held at 10:00 AM on May 14, 2020** at the Lisbon Public Works Department, 14 Capital Avenue, Lisbon Falls.

#### **10.03 WAGE RATES AND FEDERAL CONDITIONS:**

Federal wage rates and conditions **Do Not Apply to any part of this Contract**

#### **10.04 TIME LIMIT**

The work outlined in these specifications shall be complete by the date specified below. The Contractor shall be aware that the work to be done will not necessarily be continuous and that the Contractor shall perform the work in accordance with the requirements of the Town as established from time to time throughout the progress of the work.

**All paving, including driveways, is to be completed within 2 weeks after work commences on each street. Final loaming and touch up work must be completed within 2 weeks of final paving. Contractor will not be allowed to begin work on multiple streets unless this schedule can be met.**

All work is to be completed by October 30, 2020 or otherwise stated in the Contract.

#### **10.05 PAYMENTS:**



Payment for work completed and accepted shall be on a monthly basis with no deduction for retainage except that withholding of payment or non-payment for work completed shall be as otherwise provided for in these Contract Documents. Requisitions for payment shall include bid item, location, date of work, and work performed by (Contractor or Subcontractor). Requests for payment without receipt of documentation in accordance with Division 80.27 (Method of Measurement and Basis of Payment) will not be processed.

#### **10.06 SUB-CONTRACTING OF WORK:**

The sub-contracting of work on this project will not be allowed unless approved in writing by the Town of Lisbon Director of Public Works.

#### **10.07 ASPHALT ESCALATOR:**

Price adjustments for machine placed HMA shall be in accordance with the most recent Maine DOT Special Provision section 108.4.1. Price adjustments will be based on the variance in costs for the performance graded binder component of the HMA. The Escalator shall apply to all HMA in this Contract with no minimum quantity.

The quantity of the HMA for each pay item will be multiplied by the performance graded asphalt binder percentages given in the Maine DOT Special Provision 108.4.1, times the difference in price between the base price and the period price. Adjustments up or down shall be made as the price of liquid asphalt increases or decreases.

The definitions of base price and period price shall be as per the most recent MDOT Special Provision 108.4.1.

#### **10.08 HMA PAVEMENT**

Mix designs shall conform to AASHTO R35 methods and shall be 50 gyrations or as specified by the Town.

#### **10.09 GENERAL CONDITIONS**

A. All materials entering into the installation, except as hereinafter noted, must be new and of the quality specified; otherwise, of the best commercial quality obtainable for the purpose. All parts to be worked, and the erection thereof, must be performed in the best and most substantial manner in accordance with the standards of the trade.

B. The Contractor shall visit the building site and shall take such measurements as necessary, to determine the actual conditions and follow this specification so that he/she may properly install and safely complete his/her work, as outlined in the specifications.

#### **10.10 ERRORS OR OMISSIONS**

A. Should any errors, omissions, or conflicts exist in the Specifications, the Contractor and/or subcontractors concerned, shall not avail themselves of such unintentional error, omission, or conflict, but shall have same explained and adjusted before signing the Contract and proceeding with the work.



Otherwise, each Contractor or subcontractor shall, at his/her own expense, supply the proper materials and labor to make good any damage to, or defect in, his/her work caused by such error, omission, or conflict.

B. Any items inadvertently omitted from the Specifications, which are necessary for the proper completion and operation of the work, and that can reasonably be inferred as belonging to the various systems, shall be supplied by the Contractor as part of his/her work under this section of the Specifications.

#### **10.11 EXTRA WORK ORDERS - CREDITS**

A. No extra work will be paid for unless authorized by the Town Manager in writing. Where extra work is required, the Contractor shall provide an itemized account of the work involved and shall take into consideration any credits due to work omitted for any reason. Estimates shall clearly list such omitted work with proper credit given for same.

#### **10.12 SITE INVESTIGATION**

The Contractor shall examine the Specifications and sites of work and from his/her investigation, determine the nature and location of the work, the general and local conditions, particularly those bearing on access, quantity and quality of the surfaces, the machinery and services required to complete the project as required by the Contract Documents, and all other aspects of the work.

#### **10.13 PRECONSTRUCTION CONFERENCE**

A Preconstruction Conference will be held between the Contractor and the Town of Lisbon, at a mutually agreed time, to review the Contractor's proposed methods of complying with the requirements of the Specifications, and the Regulations of the Town. The Contractor shall give the Public Works Director a work schedule, a list of suppliers and subcontractors, and all other information required by the Contract at that time.

#### **10.14 INSPECTION**

The Contractor shall perform a detailed inspection of the existing area, and report to the Public Works Director the extent of any hidden damages not obvious on the surface from visual observation.

#### **10.15 REPAIR OF DAMAGES**

The Contractor shall take the necessary precautions to avoid any damage to Town property or adjacent properties as a result of the work. The Contractor must get the Code Enforcement Officer's approval regarding the method of accessing the work areas. Additionally, any Town property or adjacent property, which is damaged as a result of the work, shall be repaired or replaced by the Contractor at his/her expense.

#### **10.16 GUARANTEE**

The Contractor shall and hereby does warrant and guarantee that all work executed under this division shall be free from defects of materials and workmanship for a period of one (1) year from the date of final acceptance. The Contractor shall further warrant that all materials furnished under this division and all work executed under this division are in accordance with all applicable laws, regulations, codes, etc.

#### **10.16 CONTACT INFORMATION**

The Public Works Director is the Town of Lisbon's contact person and addressee for receiving all technical communications about the Project. Address any and all inquiries and comments regarding the Project by telephone, fax, E-mail, or letter to:

Town of Lisbon, Public Works Director  
300 Lisbon Street  
Lisbon, ME 04250  
Phone: (207) 353-3000 ext. 116  
Fax: 207-353-3007  
[rcyr@lisbonme.org](mailto:rcyr@lisbonme.org)



**TOWN OF LISBON**  
**2020-2021 STREET RESURFACING PROGRAM**  
**BID NO. 2020-004**

**DIVISION 20**  
**GENERAL PROVISIONS**  
**STANDARD SPECIFICATIONS**

**20.01 SCOPE:**

These Standard Specifications and Addenda, if any, are to govern construction of storm sewers, sanitary sewers, water lines, streets, sidewalks, parking lots, general construction and other related work, for the Town of Lisbon, and they shall become part of any contract with the Town for the construction of said work. Provisions of these Specifications shall be modified or changed only in writing. These Standard Specifications will be amended by Supplemental Specifications as necessary and by Contract Plans.

The Supplemental Specifications and Contract Plans delineate the particular project to which the Contract Documents pertain. Should any discrepancy be found to exist between the Standard Specifications and the Supplemental Specifications and/or the Contract Plans, the Supplemental Specifications and/or Contract Plans shall govern.

**20.02 DEFINITIONS:**

**A. Contract Documents:** Whenever the term Contract Documents, or a pronoun in its stead, is used, it shall mean and include, but not necessarily limited to, these items: The Notice to Contractors, the Proposal, the Contract, the Supplemental Specifications, the Standard Specifications, the Contract Plans, any other documents included with these Specifications and attached thereto, and any Addenda to the above issued prior to the date of this Contract.

**B. Contractor:** Whenever the term Contractor, or a pronoun in its stead, is used, it shall mean the person or persons or co-partnership or corporation or other entity which has entered into this agreement or their legal representative.

**C. Owner:** Whenever the term Owner, or a pronoun in its stead is used, it shall mean the Town of Lisbon, acting through its designated officials and/or employees.

**D. Project Manager:** Whenever the term Project Manager, or a pronoun in its stead, is used, it shall mean the Public Works Director of the Town of Lisbon or his/her assistants or inspector acting under him/her or his/her duly authorized representatives acting for him/her, limited to the particular duties entrusted to them.

**F. ASTM:** Whenever the abbreviation ASTM is used, it shall mean the American Society for Testing Materials; and, unless otherwise stated, refer to the latest revision of the particular standard.

**G. Specification:** Whenever the term Specifications or a pronoun in its stead is used, it shall mean and include the Standard Specifications as herein set forth and any Supplemental Specifications included in the Contract Documents.

**H. Contract Plans:** Whenever the term Contract Plans, or a pronoun in their stead, is used, it shall mean and include all drawings, graphic representations, diagrams and any notes or explanations thereon supplied to the Contractor before the date of this Contract.



**I. Lump Sum Bid Price:** Whenever the term Lump Sum Bid Price, Lump Sum Bid, Lump Sum or a pronoun in their stead is used, it shall mean the amount of money mutually agreed to by the Contractor to furnish the labor, machinery, tools, apparatus and other means of construction and for doing all the work and furnishing all material called for by the Contract Documents except rock excavation and those items specifically stated as being considered extra work or for which unit prices have been established in the Contract and Proposal.

**J. Unit Bid Price:** Whenever the term Unit Bid Price, Unit bid, Unit Price or a pronoun in their stead is used, it shall mean the amount of money mutually agreed to by the Contractor and the City as full payment to the Contractor for furnishing all necessary labor, materials and equipment (except that which is specifically excluded in the Supplemental and Standard Specifications and Contract Plans) necessary to do one unit of work, i.e., the unit price for one cubic yard of excavation multiplied by the actual number of cubic yards excavated, yields the total payment for the work done.

### **20.03 INSURANCE AND LIABILITY:**

The Contractor shall take all responsibility of the work and take all precautions for preventing injuries to persons and property in or about the work; shall bear all losses resulting to him/her on account of the amount or character of the work or because the nature of the land in or on which the work is done is different from what was estimated or expected or on account of the weather, elements or other cause; and he/she shall assume the defense of and indemnify and save harmless the Town and its officers, agents and servants from all claims relating to labor and materials furnished for the work; to inventions, patents and patent rights used in doing the work; to injuries to any person or corporation received or sustained by or from the Contractor and his/her employees in doing the work, or in consequence of any improper materials, implements or labor used therein; and to any act, omission or neglect of the Contractor and his/her employees therein.

The Contractor shall furnish proof of coverage with adequate insurance of the types and to the limits specified below naming the Town of Lisbon as additional insured. Certificate of such insurance shall be filed with the Town Manager for his/her approval before permission to commence work will be granted.

### **20.04 INSURANCE REQUIREMENTS**

#### **A. Claims:**

The Town of Lisbon will not be held responsible for any damages or injuries arising out of any project activity for the Town. Any related claim will be referred to the Contractor. The contractor may wish to make personal restoration within a reasonable amount of time at the property owner's satisfaction or process a claim with their insurance carrier.

#### **B. Insurance:**

The Contractor shall furnish proof of coverage with adequate insurance of the types and to the limits specified below **naming the Town of Lisbon as additional insured**. Certificate of such insurance shall be filed with the Town Manager prior to execution of the Contract.

#### **C. Workers' Compensation:**

Workers' Compensation, coverage with Statutory Limits and Employers Liability for all employees with limits of \$400,000 per incident; and in case any work is sublet, the Contractor shall require the sub-contractor similarly to provide coverage for the latter's employees unless such employees are covered by the protection afforded the Contractor.

#### **D. Automotive Liability Insurance:**

Automotive Liability insurance with minimum limits of liability for bodily injury in the amount of \$400,000 for each occurrence and minimum limits of liability for property damage in the amount of



\$50,000/\$100,000 aggregate.

**E. General Liability Insurance:**

General Liability insurance with minimum limits of liability for bodily injury in the amount of five hundred thousand (\$500,000) for each occurrence and minimum limits of liability for property damage in the amount of \$50,000/\$100,000 aggregate, or a combined single limit of five hundred thousand (\$500,000) for each occurrence, including completed operations shall be required.

**F. Performance Bond and Labor and Material Payment Bond** in the sum of the total amount of the Contractor's proposal with a surety company satisfactory to the Owner will be required as surety for the faithful performance of the Contract by the successful bidder. The bonds will be required prior to execution of the Contract.

**20.05 DISPUTE RESOLUTION COSTS AND EXPENSES:**

In the event of any dispute between or involving the Town of Lisbon and Contractor, whether resolved by arbitration, litigation or some other mechanism of dispute resolution, in the event that the Town shall be a prevailing party, Contractor shall reimburse the Town for its attorney's fees and costs reasonably incurred in connection with the resolution of the dispute.

**20.06 LAWS AND REGULATIONS:**

The Contractor shall keep himself/herself informed of all existing and future State and Federal laws and Municipal ordinances and regulations which in any way affect those engaged or employed in the work, or the materials used in the work; or in any way affect the conduct of the work and of all orders and decrees of bodies of tribunals having any jurisdiction is discovered in the Plans or Specifications or Contract for this work in relation to any such law, ordinance, regulation, order or decree, he/she shall forthwith report the same to the Project Manager/Town Manager in writing. He/she shall at all times himself/herself observe and comply with all such existing and future laws, ordinances, regulations, orders and decrees; and shall protect and indemnify the Town and its officers and agents against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order or decree, whether by himself/herself or his/her employees.

**20.07 PERMITS:**

The Contractor shall, at his/her own expense, obtain all necessary permits from the County, Municipal or other public authorities, shall give all notices required by law or ordinances; and shall post all bonds and pay fees and charges incident to the due and lawful prosecution of the work covered by this Contract.

**20.08 ESTIMATES AND PAYMENTS:**

The Project Manager will, each month, make an approximate estimate of the amount of work done since the last preceding estimate and of the value thereof, and upon such estimate being made, the Town will pay to the Contractor ninety (90%) per cent of the estimate; provided, however, that no such estimate or payment shall be required to be made when, in the judgment of the Project Manager, the total value of the work done since the last estimate or payment amounts to less than three hundred (\$300.00) dollars. Payment may at any time be withheld if the work is not proceeding in accordance with the provisions of this Contract. The Project Manager may, if he/she deems it expedient so to do, cause estimates to be made more frequently than once in each month, and he/she may approve payments to be made more frequently to the Contractor. The Project Manager may at his/her option retain, temporarily or permanently, a smaller amount than aforesaid, and may approve payment to the Contractor, either temporarily or permanently from time to time during the progress of the work, of such portion of the retained amount as he/she may deem prudent. The Owner may



keep any money which would otherwise be payable at any time hereunder, and apply the same, or so much as may be necessary therefore, to the payment of any expenses, losses, or damage incurred by the Owner and determined as herein; and may retain, until all claims are settled, so much of such money as the Director shall be of the opinion will be required to settle all claims against the Owner, its officers, agents or servants.

#### **20.09 FINAL ESTIMATE AND PAYMENT:**

It is further mutually agreed that whenever, in the opinion of the Project Manager, the Contractor shall have completely performed all the work embraced in this Contract, the Project Manager shall proceed with all reasonable diligence to measure the work and shall make out the final estimate for the same and shall certify the same in writing; and his/her certificate shall state the whole amount of the payments previously paid and the amount retained in all previous estimates. Within the term of thirty (30) days after the date of such final estimate, the Town will pay to the said Contractor the amount due. All prior partial estimates and payments shall be subject to correction in the final estimate and payment.

Provided that nothing herein contained shall be construed to affect the right of the Town by its Project Manager hereby reserved, to reject the whole or any portion of the aforesaid work should the said certificate or certificates be found or known to be inconsistent with the terms of this Agreement or otherwise improperly given.

#### **20.10 LAST PAYMENT TO TERMINATE LIABILITY OF TOWN:**

No person or corporation other than the signer of this Contract as Contractor now has any interest hereunder, and no claim shall be made or be valid; and neither the Town, nor its Manager or Council, nor any member or agent thereof, shall be liable for, or be held to pay any money, except as provided for in Sections 20.07, 20.08, 20.16, and 20.33 of the Standard Specifications and in the Contract. The Acceptance by the Contractor of the last payment aforesaid shall operate as and shall be a release to the Town, its Manager, its Council, and every member or agent thereof, from all claim or liability to the Contractor for anything done or furnished for, or relating to the work, or for any act or neglect of the Town, or of any person relating to or affecting the work, except the claim against the Town for the remainder, if any there be of the amount kept or retained as provided for in Section 20.07.

#### **20.11 SITE INVESTIGATION:**

The Contractor shall examine the Plans, Specifications and site of the work and from his/her own investigation, determine the nature and location of the work, the general and local conditions, particularly those bearing on access, transportation, quality and quantity of surface and sub-surface materials to be encountered, and all other aspects of the work, machinery and services required to complete the project as required by the Contract Documents. The Town will not be responsible for any understanding or representation made by any Town employee during or prior to negotiation and execution of the Contract, unless such understanding or representation shall be in writing and become a part of the Contract Documents.

#### **20.12 BORINGS AND ESTIMATE OF QUANTITIES NOT WARRANTED:**

It is expressly understood and mutually agreed to by the parties hereto that the quantities of the various classes of work to be done and materials to be furnished under this Contract have been estimated and are approximate and only for the purpose of comparing on a uniform basis the bids offered for the work. It is also understood that the Contractor has made his/her proposal from his/her own examinations and estimates and shall not hold the Town, its agents or employees responsible for or bound by any schedule, estimate, sounding, boring



or any plan thereof as being even approximately correct; and should the Contractor encounter quicksand or other difficulties, he/she shall have no claim on that account; and he/she shall, if any error in any plan, drawing, specification or direction relating to anything to be done under this Contract comes to his/her knowledge, report it at once to the Engineer. The Contractor further agrees that neither the Town of Lisbon, nor the Project Manager, nor either of them separately or together are to be held responsible that any of the quantities be found even approximately correct in the construction of the work, and that the Contractor will make no claim for anticipated profits or for loss of profit because of a difference between the quantities of the various classes of work actually done, or of the materials actually delivered, and any estimated quantities stated in the bids. The Contractor hereby agrees that he/she will complete the entire work to the satisfaction of the Project Manager and in accordance with the Specifications and Plans herein mentioned and at the prices agreed upon and fixed therefore. No increases in the unit prices will be made due to a change in the quantity for a bid item.

#### **20.13 COMMENCEMENT OF WORK:**

The Contractor agrees to commence the work required in the Contract Documents within ten (10) days after the signing of the Contract and deliverance of the Bond, unless otherwise specified in the Supplemental Specifications or directed by the Project Manager; and at his/her own cost and expense do and complete all the work and furnish all the labor, machinery, tools and materials, except as specified in the Supplemental Specifications, and to do everything required to build and put into complete working order for the Town of Lisbon the work described in the Contract Documents.

#### **20.14 TIME AND ORDER OF DOING WORK:**

The Contractor agrees that the work shall be commenced and carried on at such points and in such order of precedence and at such times and seasons as may from time to time be directed by the Project Manager.

It is further agreed that no work shall be done under this Contract on Saturdays or Sundays or on days declared by the State Legislature as Legal Holidays, except in cases of emergency and then only with the consent in writing of the Project Manager; nor shall any work be done at night unless authorized in writing by the Project Manager. The Contractor shall make his/her work week conform to that of the Lisbon Town Office. When permission is granted to perform work during times other than this work week, the Contractor shall reimburse the Town for any costs for inspection during these periods.

#### **20.15 NO DAMAGES FOR DELAY:**

The Project Manager may delay the beginning of the work or any part thereof if the Town shall not have obtained possession of the land in or upon which the same is to be performed or if for any other reason it becomes necessary to do so. The Contractor shall have no claim for damages on account of such delay, but shall be entitled to so much additional time wherein to perform and complete this Contract on his/her part as the Project Manager shall certify in writing to be just. Whenever any part of the work covered by this Agreement is done in part by or connects with the work so as to accommodate the work of the other contractors and to cooperate with such contractors in mutual agreements as to all such work, and no contractor shall have a claim against the Town growing out of the negligence or delay of any other contractor or contractors; but each contractor shall be liable to every other contractor for any such delay or negligence.

#### **20.16 COMPETENT PERSONNEL TO BE EMPLOYED:**

The Contractor shall employ only competent personnel to do the work; and whenever the Project Manager shall notify the Contractor, in writing, that any person on the work is, in his/her opinion, incompetent,



unfaithful, disorderly or otherwise unsatisfactory, such person shall be discharged from the work and shall not again be employed on it except with the consent of the Project Manager.

**20.17 NOT TO SUBLET OR ASSIGN:**

The Contractor shall give his/her personal attention constantly to the faithful prosecution of the work, shall keep the same under his/her personal control and shall not assign, by power of attorney or otherwise, nor sublet the work or any part thereof, without the previous written consent of the Project Manager; and shall not, either legally or equitably, assign any of the money payable under this Agreement or his/her claim thereto, unless by and with the like consent of the Project Manager.

**20.18 DIRECTIONS AND EXPLANATIONS, CORRECTIONS OF ERRORS:**

The Plans and Specifications are understood to be explanatory of each other, but should any discrepancy appear or any misunderstanding arise as to the import of anything contained in either of them, the parties hereto further agree that the explanation and decision of the Project Manager shall be final and binding on the Contractor; and all directions or explanations required or necessary to complete any of the provisions of this Contract and these Specifications and give them due effect shall be given by the Project Manager. Correction of any error in the Plans or Specifications may be made by the Project Manager, when such correction is necessary for the proper fulfillment of the intention of such Plans or Specifications, the effect of such correction to date from the time that the Project Manager gives due notice in writing to the Contractor.

**20.19 DUTY TO NOTIFY PROJECT MANAGER IF AMBIGUITIES DISCOVERED:**

The Contractor shall not take advantage of any ambiguity, error, omission, conflict, or discrepancy ("ambiguity, etc.") contained in the Plans and Specifications that may significantly affect the cost, quality, conformity, or timeliness of the work. If the Contractor discovers any such ambiguity, etc., for which the Contractor may seek adjustments to compensation, time, or other Contract requirements, the Contractor shall provide a written notice stating the nature of the ambiguity, etc. within forty eight (48) hours of discovering or being notified of the ambiguity and before performing any work related to the ambiguity, etc., as provided in Section 20.19 – Early Negotiation. Failure to provide such written notice in compliance with the Contract shall constitute a waiver of all claims related to the ambiguity, etc.

**20.20 EARLY NEGOTIATION:**

**A. Notice Required:** When the Contractor becomes aware of facts or circumstances that may cause the Contractor to seek additional compensation, time, or any other change in the requirements of the Plans and Specifications ("Issue"), then the Contractor shall notify the Project Manager in writing within forty eight (48) hours of identification of the issue and at least 48 hours before commencing any part of the Work relating to the Issue. The notice must describe the basic nature and extent of the Issue.

Such notice may be verbal only if confirmed in writing in one of the two following ways: (A) if a Progress Meeting is held within fourteen (14) days of the date that the Issue became known, such Notice may be confirmed with an entry in the Progress Meeting minutes. Such entry must describe the basic nature and extent of the Issue. (B) Otherwise, the Contractor shall confirm a verbal notice by delivering to the Project Manager, within fourteen (14) days of the date the Issue arose, a Written Notice that describes the basic nature and extent of the Issue.

The written notice or confirmation will be known as a "Notice of Issue for Consideration". The Contractor



will not be entitled to any additional compensation, time, or any other change to the requirements of the Plans and Specifications without a timely Notice of Issue for Consideration.

**B. Negotiation:** When the Project Manager receives the Notice of an Issue for Consideration conforming to Section 20.19 A. Notice Required, the Project Manager and the Contractor will negotiate in good faith to attempt to resolve the Issue. Any resolution will be noted in the Progress Meeting minutes or confirmed otherwise in writing by the Project Manager. Any changes to the Plans and Specifications that affect compensation, time, quality, or other requirements of the Plans and Specifications shall be by written Change Order.

#### **20.21 SUPERINTENDENCE BY CONTRACTOR:**

At the site of the work, the Contractor shall employ a construction superintendent or foreman who shall have full authority to act for the Contractor. It is understood that such representative shall be acceptable to the Project Manager and shall be one who can be continued in that capacity for the particular job involved unless he/she ceases to be on the Contractor's payroll. All directions given to such representative in the Contractor's absence shall be as binding as if given to the Contractor.

#### **20.22 ALTERATIONS:**

It is further agreed that the Project Manager may make alterations in the line, grade, form, position, dimension or material of the work herein contemplated, or any part thereof, either before or after the commencement of the work; and that the Project Manager may at any time, order an alterations increase in the amount of work. Such increase shall be paid for according to the quantity actually done as extra work as provided for in Section 20.29. If such alterations diminish the quantity of work to be done, they shall not constitute a claim by the Contractor for damages or for anticipated profits on the work dispensed with and payment will be reduced in an amount determined as provided for in Section 20.30.

#### **20.23 NO TOWN EMPLOYEE TO BE INTERESTED:**

It is further agreed that this Contract shall be utterly void as to the Town if any person employed in any capacity by the Town of Lisbon is either directly or indirectly interested therein, except as provided by the Town Ordinance.

#### **20.24 WAIVER:**

No order by the Project Manager or any of his/her employees, nor any order, measurement or certificate by the Project Manager, nor any order by him/her for the payment of money, nor any payment for, or acceptance of, the whole or any part of the work by the Project Manager, nor any extension of time, nor any possession taken by the Project Manager or his/her employees, shall operate as a waiver of any provision of this Contract, or of any power herein reserved by the Project Manager, or of any right to damages herein provided; nor shall any waiver of any breach of this Contract be held to be a waiver of any other or subsequent breach. Any remedy provided in this Contract shall be taken and construed as cumulative, that is, in addition to each and every other remedy herein provided and the Town and the Project Manager shall also be entitled to a writ of injunction against any breach of any of the promises of this Contract.

#### **20.25 ACCESS TO WORK:**

The Project Manager and the Town Manager, their assistants and inspectors may, for any purpose, enter



upon the work and premises used by the Contractor, and the Contractor shall provide safe and proper facilities therefore. Other Town contractors may also, for all the purposes which may be required by their contracts, enter upon the work and premises used by the Contractor. Any difference or conflicts which may arise between the Contractor and other contractors of the Town in regard to their work shall be adjusted and determined by the Project Manager or the Town Manager.

**20.26 PROJECT MANAGER TO DETERMINE AMOUNT AND QUANTITY OF WORK, INSPECTION OF MATERIALS:**

To prevent all disputes and litigations, it is hereby agreed by and between the parties to this Contract that the Project Manager shall in all cases determine the amount and quality of the various classes of work which are to be paid for under this Contract; and that the Project Manager by himself/herself, or his/her representatives acting under him/her, shall inspect all the materials to be furnished and all work to be done under this Contract to see that the same corresponds to the Specifications herein set forth. The Contractor further agrees that he/she will furnish the Project Manager with such information and vouchers relating to the work, the materials therefore, and the persons employed thereon, as he/she shall from time to time request, and will give to the Project Manager or his/her representatives all necessary labor, tools and facilities for inspecting the material to be furnished and the work to be done under this Contract.

The Project Manager has the authority to stop the work whenever such a stoppage may be necessary to insure proper execution of this Contract. He/she also has the authority to reject all work and materials which do not conform to the Specifications or Plans, to direct application of forces to any portion of the work and to order the force increased or diminished as in his/her judgment is required.

**20.27 DEFECTIVE WORK AND MATERIALS:**

The inspection of the work shall not relieve the Contractor of any of his/her obligations to fulfill this Contract as herein prescribed and defective work shall be made good and unsuitable materials may be rejected, notwithstanding that such work and materials have been previously overlooked by the Project Manager and accepted or estimated for payment. If the work or any part thereof shall be found defective at any time before the final acceptance of the whole work, the Contractor shall forthwith make good such defect, in a manner satisfactory to the Engineer, and if any materials brought upon the ground for use in the work, or selected for the same, shall be condemned by the Project Manager as unsuitable or not in conformity with the Specifications, the Contractor shall forthwith remove such materials from the vicinity of the work. Nothing in this Contract shall be construed as vesting in the Contractor any right of property in the materials used after they have been attached or affixed to the work or the soil; but such materials shall, upon being so attached or affixed, become the property of the City.

**20.28 SANITARY REGULATIONS:**

Necessary sanitary conveniences for the use of laborers on the work, properly secluded from public observation and made fly proof and satisfactory to the Health Officer, shall be constructed and maintained by the Contractor in such a manner and their use shall be strictly enforced. The building or other structures for housing and personnel will be permitted only at such places as the Project Manager shall approve and the sanitary conditions in or about the structures must at all times be maintained in a manner satisfactory to the Director.

**20.29 NO INTOXICATING SUBSTANCES:**

The Contractor shall neither permit nor suffer the introduction or use of intoxicating substances upon or about



the works embraced in this Contract or upon any grounds occupied by him/her.

#### **20.30 EXTRA WORK:**

The Town of Lisbon reserves the right to add portions of the work required under this Contract, using the unit prices established in the proposal. The Town will determine if all work outlined in the plans or portions thereof shall be built under this Contract prior to the Contract signing.

The term Extra Work as used herein refers to and includes work required by the Town which, in the judgment of the Project Manager, involves changes in or additions to that are required by the Plans and Specifications; provided, however, such changes or additions do not result from the fault of the Contractor.

The Contractor shall do any extra work when and as ordered in writing by the Project Manager or his/her agents specially authorized thereto in writing, and shall, when requested by the Project Manager so to do, furnish itemized statements of cost of the extra work ordered and give the Project Manager access to the accounts, bills and vouchers relating thereto. If the Contractor claims compensation for extra work not ordered as aforesaid, or for any damage sustained, he/she shall, within one week after the beginning of any such work or of the sustaining of any such damage, make a written statement to the Project Manager of the nature of the work performed or damage sustained and shall, on or before the fifteenth (15th) day of the month succeeding that in which any such extra work shall have been done or any such damage sustained, file with the Project Manager an itemized statement of the details and amount of such work or damage; and unless such statements shall be made as so required, his/her claim for compensation shall be forfeited and invalid and he/she shall not be entitled to payment on account of such work or damage. The determination of the Project Manager shall be final upon all questions of the amount and value of extra work. If a unit price does not exist, payment for extra work will be actual cost plus fifteen (10%) per cent. No allowance will be made for overhead costs.

#### **20.31 REDUCTION OF WORK:**

The Town of Lisbon reserves the right to delete portions of the work required under this Contract, using the unit prices established in the Proposal. The Town will determine if all work outlined in the Plans or portions thereof shall be built under this Contract prior to the Contract signing.

The Contractor shall omit and not perform any portion of the work required by the Contract Documents when ordered in writing by the Project Manager or his/her agents specially authorized thereto in writing. If no unit price exists, it will be an estimate to be made by the Project Manager and the Town Manager. Their estimate will be final and binding. These reductions shall not constitute a claim by the Contractor for damage or for anticipated profit on the work dispensed with.

#### **20.32 NO TIME EXTENSION:**

The Contractor further agrees that the time of completion of the whole work is the essence of the Contract; and that he/she will make every effort to complete the work within the time limit specified in the Supplemental Specifications. In the event the Contractor fails to complete the whole work in the time specified, there shall be deducted from monies due the Contractor, not as a penalty, but as inspection costs, the sum of two hundred (\$200.00) dollars for each working day, over and beyond the time limit specified which is required by the Contractor to complete the whole work to the satisfaction of the Project Manager and the Town Manager. No extension of the time limit will be considered except in the case of an extremely unusual circumstance beyond the control of the Contractor. Any time extension will be authorized only in writing by the Project Manager and the Town Manager; in which case the inspection cost



charges will begin on the first working day after the extended time limit.

### **20.33 EMPLOYMENT OF LABOR:**

The Contractor agrees that in the employment of labor, preference will be given, all things being equal, to citizens of Lisbon, the State of Maine and the United States in their respective order as above noted.

The Town of Lisbon prohibits discrimination and/or the exclusion of individuals from its municipal facilities, programs, activities and services based on the individual person's race, national origin, color, creed, religion, gender, sexual preference, age, disability, veteran status or inability to speak English.

### **20.34 CONDITIONS UNDER WHICH PROJECT MANAGER MAY COMPLETE WORK:**

The Contractor hereby agrees that if the work to be done under this Contract shall be abandoned or if this Contract or any part thereof shall be sublet without the previous written consent of the Project Manager, or if the Contract or any claim thereunder shall be assigned by the Contractor otherwise than as herein specified, or at any time the Director shall be of the opinion that the work is unnecessarily or unreasonably delayed, or that the Contractor is willfully violating any of the conditions or agreements of this Contract, or is not executing the Contract in good faith, or is not making such progress in the execution of the work as to indicate its completion within the required time, the Project Manager shall have the power and right to notify the Contractor to discontinue all work or any part thereof under this Contract. Thereupon the Contractor shall discontinue the work or any such parts thereof as the Director shall have the power, by contract with or without advertising, day labor or otherwise as he/she may determine, to employ such labor and obtain such tools and appliances as he/she may deem necessary to work at and be used to complete the work herein described or such parts thereof as the Project Manager may deem necessary, and to use such tools and materials of every description as may be found upon the line of work, and to procure other materials for the completion of the same, and to charge the expense of said labor, tools and materials to the Contractor; and the expense so charged shall be deducted and paid by the Town out of such monies as may be due or may become due the Contractor under this Contract or any part thereof. In case such expense is more than the sum which would have been payable under this Contract, if the same had been completed by the Contractor, then the Contractor shall pay the amount owed by the Town under this Contract at the time the Contractor is notified in writing to discontinue the work or any part thereof, plus the amount of the Bond executed by the Contractor for the performance of the Contract.

### **20.35 PAYMENT FOR MATERIALS:**

Payments will be made in accordance with the price stated in the Contract. The Contractor may include requests for payment of material delivered to the job site when such requests are accompanied by invoices substantiating the requests for material payment satisfactory to the Town.

### **20.36 GUARANTEE:**

The Contractor guarantees that the work to be done under this Contract will be done in a good and workmanlike manner and all materials, whether furnished by him/her or the Town used in the construction of the work, will be free from defects and flaws and in conformity with the Plans and Specifications in all respects. This guarantee will be for a period of one (1) year after the date of acceptance of the whole work by the Town of Lisbon.

The Contractor shall at all times, until the final acceptance of the whole work, keep the surface of the streets and sidewalks in the position and condition required by these Plans and Specifications. If at any time within



the period of the guaranty, any other part of the work constructed under the terms of this Contract shall in the opinion of the Director of Public Works require repairing, the Director shall notify the Contractor in writing to make the required repairs. If the Contractor shall neglect to make such repairs to the satisfaction of the Director within the time limit as set forth in the notice in writing to the Contractor of the required repairs, then the Director of Public Works may make the necessary repairs, by contract or otherwise, and the Town shall have a claim against the Contractor in the amount of the expense incurred by the Town in making such repairs.

It is hereby, however, specifically agreed and understood that this guaranty shall not include any repairs made necessary by any cause or causes other than defective work or materials.

**20.37 WORK DAY:**

A work day shall be any day, other than a State of Maine legal holiday or Sunday, on which weather and working conditions permit the Contractor to make effective use of not less than seventy-five (75%) percent of the hours during the regular work day. In the event the Contractor is granted permission to engage in work on a legal holiday or Sunday, such a day will be considered and counted as a work day.

**END OF DOCUMENT**

**OLVER ASSOCIATES INC.****ENVIRONMENTAL ENGINEERS**

May 28, 2020

Ms. Diane Barnes, Town Manager  
 Lisbon Town Office  
 300 Lisbon Street  
 Lisbon, Maine 04250

RE: Pinewood Road Roadway Improvements

Dear Diane:

On May 27, 2020, bids were opened for the Pinewood Road Roadway Improvements project. Seven bids were received as follow:

CONTRACTOR	ADDRESS	BASE BID	ALT. BID	TOTAL BID
Gendron & Gendron	Lewiston, Maine	\$997,594.80	\$97,977.00	\$1,095,571.80
St. Laurent & Son Inc.	Lewiston, Maine	\$1,059,749.00	\$107,800.00	\$1,167,549.00
J. Pratt Construction Inc.	Hebron, Maine	\$1,112,866.81	\$121,966.06	\$1,234,832.87
Crooker Construction	Topsham, Maine	\$1,225,641.00	\$164,370.00	\$1,390,011.00
T. Buck Construction	Turner, Maine	\$1,523,194.00	\$117,806.00	\$1,641,000.00
Pike Industries Inc.	Fairfield, Maine	\$1,680,500.00	\$129,000.00	\$1,809,500.00
Pratt & Sons Inc.	Mechanic Falls, Maine	\$1,625,400.00	\$187,000.00	\$1,812,400.00

Attached please find a copy of the bid tabulation and of the low bid from Gendron & Gendron. The base bid scope is for basic reconstruction of the roadway with minimal drainage improvements. The alternate bid includes drainage improvements which are highly recommended, that were determined to be needed during the design process, but had not been in the initial budget for the project. The total bid of \$1,095,571.80 is within the available budget and represents fair market value for the project. We therefore recommend award of the project to Gendron & Gendron for the total bid of \$ 1,095,571.80.



**OLVER ASSOCIATES INC.**

Ms. Diane Barnes, Town Manager  
May 28, 2020  
Page 2

Please let us know if you have any questions or need any further information at this time.

Very truly yours,

OLVER ASSOCIATES INC.

A handwritten signature in black ink, appearing to read 'M. Holway' with a stylized flourish at the end.

Mandy Holway Olver P.E., Vice-President  
Construction Services Manager

MHO/sb

1569/090

CC: Mr. Randy Cyr, Public Works Director

BID TABULATION  
May 27, 2020

I. BASE BID									
Item No.	Item Description	Est. QTY	Unit	Gendron & Gendron Inc. Unit Price	Gendron & Gendron Inc. Total Price	St. Laurent & Son Inc. Unit Price	St. Laurent & Son Inc. Total Price	J. Pratt Construction Unit Price	J. Pratt Construction Total Price
1	Clearing and Grubbing	1	LS	\$ 17,347.00	\$ 17,347.00	\$ 10,000.00	\$ 10,000.00	\$ 51,000.00	\$ 51,000.00
2	Traffic Control	1	LS	\$ 61,835.00	\$ 61,835.00	\$ 100,000.00	\$ 100,000.00	\$ 172,299.00	\$ 172,299.00
3	Existing Manhole/Catch Basin Modifications	22	EA	\$ 567.00	\$ 12,474.00	\$ 595.00	\$ 13,090.00	\$ 500.00	\$ 11,000.00
4	Test Pits	6	EA	\$ 230.00	\$ 1,380.00	\$ 1,000.00	\$ 6,000.00	\$ 0.01	\$ 0.06
5	Rip-Rap	200	CY	\$ 60.38	\$ 12,076.00	\$ 62.00	\$ 12,400.00	\$ 65.00	\$ 13,000.00
6	Roadway Excavation	14000	CY	\$ 7.50	\$ 105,000.00	\$ 8.60	\$ 120,400.00	\$ 13.18	\$ 184,520.00
7	Pavement Millings	13000	SY	\$ 2.16	\$ 28,080.00	\$ 3.00	\$ 39,000.00	\$ 2.49	\$ 32,370.00
8	Ledge Excavation and Removal	100	CY	\$ 51.60	\$ 5,160.00	\$ 200.00	\$ 20,000.00	\$ 200.00	\$ 20,000.00
9	Excavation and Replacement of Unsuitable Fill	300	CY	\$ 19.77	\$ 5,931.00	\$ 40.00	\$ 12,000.00	\$ 30.00	\$ 9,000.00
10	Roadway Aggregate Subbase	8000	CY	\$ 17.92	\$ 143,360.00	\$ 24.50	\$ 196,000.00	\$ 18.00	\$ 144,000.00
11	Roadway Aggregate Base	3500	CY	\$ 27.27	\$ 95,445.00	\$ 31.50	\$ 110,250.00	\$ 25.00	\$ 87,500.00
12	Temporary Erosion Control	1	LS	\$ 10,578.00	\$ 10,578.00	\$ 9,000.00	\$ 9,000.00	\$ 5,000.00	\$ 5,000.00
13	Roadway Pavement	3200	Tons	\$ 100.85	\$ 322,720.00	\$ 74.00	\$ 236,800.00	\$ 75.98	\$ 243,136.00
14	Driveway Pavement	200	Tons	\$ 182.13	\$ 36,426.00	\$ 170.00	\$ 34,000.00	\$ 163.80	\$ 32,760.00
15	Roadway Filter Fabric	13000	SY	\$ 1.28	\$ 16,640.00	\$ 0.90	\$ 11,700.00	\$ 1.50	\$ 19,500.00
16	12" Ø SICPE Underdrain	500	LF	\$ 51.11	\$ 25,555.00	\$ 67.00	\$ 33,500.00	\$ 23.00	\$ 11,500.00
17	12" Ø SICPE Culvert	520	LF	\$ 52.69	\$ 27,398.80	\$ 63.00	\$ 32,760.00	\$ 49.05	\$ 25,506.00
18	15" Ø SICPE Culvert	100	LF	\$ 62.62	\$ 6,262.00	\$ 92.00	\$ 9,200.00	\$ 68.72	\$ 6,872.00
19	18" Ø SICPE Culvert	50	LF	\$ 92.07	\$ 4,603.50	\$ 93.00	\$ 4,650.00	\$ 103.06	\$ 5,153.00
20	24" Ø SICPE Culvert	50	LF	\$ 120.77	\$ 6,038.50	\$ 115.00	\$ 5,750.00	\$ 105.33	\$ 5,266.50
21	Loam & Seeding	1	LS	\$ 49,169.00	\$ 49,169.00	\$ 39,999.00	\$ 39,999.00	\$ 30,259.25	\$ 30,259.25
22	2" Rigid Insulation	200	SF	\$ 3.63	\$ 726.00	\$ 3.00	\$ 600.00	\$ 3.00	\$ 600.00
23	Owner's Testing Allowance	1	LS	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00
24	Mailbox Restorations	5	EA	\$ 278.00	\$ 1,390.00	\$ 130.00	\$ 650.00	\$ 125.00	\$ 625.00
TOTAL BASE BID					\$ 997,594.80		\$ 1,059,749.00		\$ 1,112,866.81
II. ALTERNATE BID									
Item No.	Item Description	Est. QTY	Unit	Gendron & Gendron Inc. Unit Price	Gendron & Gendron Inc. Total Price	St. Laurent & Son Inc. Unit Price	St. Laurent & Son Inc. Total Price	J. Pratt Construction Unit Price	J. Pratt Construction Total Price
1	Abandon Remove Existing Pipe & Structures	1	LS	\$ 6,752.00	\$ 6,752.00	\$ 1,000.00	\$ 1,000.00	\$ 7,000.00	\$ 7,000.00
2	Test Pits	6	EA	\$ 249.00	\$ 1,494.00	\$ 1,000.00	\$ 6,000.00	\$ 0.01	\$ 0.06
3	6" Ø SICPE Drain/Perforated Underdrain	1000	LF	\$ 35.88	\$ 35,880.00	\$ 30.00	\$ 30,000.00	\$ 9.83	\$ 9,830.00
4	12" Ø SICPE Underdrain	200	LF	\$ 52.17	\$ 10,434.00	\$ 67.00	\$ 13,735.00	\$ 16.53	\$ 3,306.00
5	Drain Manholes	2	EA	\$ 5,361.00	\$ 10,722.00	\$ 4,900.00	\$ 9,800.00	\$ 8,800.00	\$ 17,600.00
6	Catch Basins	2	EA	\$ 3,835.00	\$ 7,670.00	\$ 2,550.00	\$ 5,100.00	\$ 3,800.00	\$ 7,600.00
7	12" Ø SICPE Storm Drain	500	LF	\$ 50.05	\$ 25,025.00	\$ 85.00	\$ 42,500.00	\$ 153.26	\$ 76,630.00
TOTAL ALTERNATE BID					\$ 97,977.00		\$ 108,135.00		\$ 121,966.06
TOTAL BASE BID PLUS ALTERNATE BID					\$ 1,095,571.80		\$ 1,167,884.00		\$ 1,234,832.87
Bold items indicate mathematical error.									
Italicized value was based on 205LF									



**BID TABULATION**  
May 27, 2020

Crooker Construction		Crooker Construction		T. Buck Construction		T. Buck Construction		Pike Industries Inc.		Pike Industries Inc.		Pratt & Sons Inc.		Pratt & Sons Inc.	
Unit Price	Construction Total Price	Unit Price	Construction Total Price	Unit Price	Construction Total Price	Unit Price	Construction Total Price	Unit Price	Construction Total Price	Unit Price	Construction Total Price	Unit Price	Construction Total Price	Unit Price	Construction Total Price
\$ 139,165.00	\$ 139,165.00	\$ 30,000.00	\$ 30,000.00	\$ 13,550.00	\$ 13,550.00	\$ 13,550.00	\$ 13,550.00	\$ 13,550.00	\$ 13,550.00	\$ 22,500.00	\$ 22,500.00	\$ 22,500.00	\$ 22,500.00	\$ 22,500.00	\$ 22,500.00
\$ 104,300.00	\$ 104,300.00	\$ 260,000.00	\$ 260,000.00	\$ 308,000.00	\$ 308,000.00	\$ 308,000.00	\$ 308,000.00	\$ 308,000.00	\$ 308,000.00	\$ 125,000.00	\$ 125,000.00	\$ 125,000.00	\$ 125,000.00	\$ 125,000.00	\$ 125,000.00
\$ 552.25	\$ 12,149.50	\$ 750.00	\$ 750.00	\$ 1,200.00	\$ 1,200.00	\$ 1,200.00	\$ 1,200.00	\$ 1,200.00	\$ 1,200.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00
\$ 500.00	\$ 3,000.00	\$ 1.00	\$ 6.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00
\$ 100.00	\$ 20,000.00	\$ 55.00	\$ 11,000.00	\$ 95.00	\$ 95.00	\$ 95.00	\$ 95.00	\$ 95.00	\$ 95.00	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00
\$ 10.00	\$ 140,000.00	\$ 13.00	\$ 182,000.00	\$ 18.50	\$ 259,000.00	\$ 18.50	\$ 259,000.00	\$ 18.50	\$ 259,000.00	\$ 20.00	\$ 280,000.00	\$ 20.00	\$ 280,000.00	\$ 20.00	\$ 280,000.00
\$ 3.50	\$ 45,500.00	\$ 3.50	\$ 45,500.00	\$ 1.80	\$ 23,400.00	\$ 1.80	\$ 23,400.00	\$ 1.80	\$ 23,400.00	\$ 3.50	\$ 45,500.00	\$ 3.50	\$ 45,500.00	\$ 3.50	\$ 45,500.00
\$ 300.00	\$ 30,000.00	\$ 0.01	\$ 1.00	\$ 225.00	\$ 225.00	\$ 225.00	\$ 225.00	\$ 225.00	\$ 225.00	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00
\$ 50.00	\$ 15,000.00	\$ 35.00	\$ 10,500.00	\$ 95.00	\$ 95.00	\$ 95.00	\$ 95.00	\$ 95.00	\$ 95.00	\$ 15.00	\$ 15.00	\$ 15.00	\$ 15.00	\$ 15.00	\$ 15.00
\$ 20.00	\$ 160,000.00	\$ 33.00	\$ 264,000.00	\$ 35.00	\$ 280,000.00	\$ 35.00	\$ 280,000.00	\$ 35.00	\$ 280,000.00	\$ 40.00	\$ 320,000.00	\$ 40.00	\$ 320,000.00	\$ 40.00	\$ 320,000.00
\$ 26.00	\$ 91,000.00	\$ 32.00	\$ 112,000.00	\$ 64.50	\$ 225,750.00	\$ 64.50	\$ 225,750.00	\$ 64.50	\$ 225,750.00	\$ 70.00	\$ 245,000.00	\$ 70.00	\$ 245,000.00	\$ 70.00	\$ 245,000.00
\$ 52,975.00	\$ 52,975.00	\$ 188,437.00	\$ 188,437.00	\$ 32,000.00	\$ 32,000.00	\$ 32,000.00	\$ 32,000.00	\$ 32,000.00	\$ 32,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
\$ 72.56	\$ 232,192.00	\$ 80.00	\$ 256,000.00	\$ 74.50	\$ 238,400.00	\$ 74.50	\$ 238,400.00	\$ 74.50	\$ 238,400.00	\$ 85.00	\$ 272,000.00	\$ 85.00	\$ 272,000.00	\$ 85.00	\$ 272,000.00
\$ 172.50	\$ 34,500.00	\$ 135.00	\$ 27,000.00	\$ 165.00	\$ 33,000.00	\$ 165.00	\$ 33,000.00	\$ 165.00	\$ 33,000.00	\$ 150.00	\$ 30,000.00	\$ 150.00	\$ 30,000.00	\$ 150.00	\$ 30,000.00
\$ 1.50	\$ 19,500.00	\$ 1.50	\$ 19,500.00	\$ 1.50	\$ 19,500.00	\$ 1.50	\$ 19,500.00	\$ 1.50	\$ 19,500.00	\$ 2.00	\$ 26,000.00	\$ 2.00	\$ 26,000.00	\$ 2.00	\$ 26,000.00
\$ 46.50	\$ 23,250.00	\$ 42.00	\$ 21,000.00	\$ 65.00	\$ 65.00	\$ 65.00	\$ 65.00	\$ 65.00	\$ 65.00	\$ 25.00	\$ 12,500.00	\$ 25.00	\$ 12,500.00	\$ 25.00	\$ 12,500.00
\$ 50.00	\$ 26,000.00	\$ 70.00	\$ 36,400.00	\$ 55.00	\$ 55.00	\$ 55.00	\$ 55.00	\$ 55.00	\$ 55.00	\$ 60.00	\$ 31,200.00	\$ 60.00	\$ 31,200.00	\$ 60.00	\$ 31,200.00
\$ 58.00	\$ 5,800.00	\$ 75.00	\$ 7,500.00	\$ 82.00	\$ 8,200.00	\$ 82.00	\$ 8,200.00	\$ 82.00	\$ 8,200.00	\$ 100.00	\$ 10,000.00	\$ 100.00	\$ 10,000.00	\$ 100.00	\$ 10,000.00
\$ 64.00	\$ 3,200.00	\$ 80.00	\$ 4,000.00	\$ 135.00	\$ 6,750.00	\$ 135.00	\$ 6,750.00	\$ 135.00	\$ 6,750.00	\$ 125.00	\$ 6,250.00	\$ 125.00	\$ 6,250.00	\$ 125.00	\$ 6,250.00
\$ 139.29	\$ 6,964.50	\$ 100.00	\$ 5,000.00	\$ 145.00	\$ 7,250.00	\$ 145.00	\$ 7,250.00	\$ 145.00	\$ 7,250.00	\$ 150.00	\$ 7,500.00	\$ 150.00	\$ 7,500.00	\$ 150.00	\$ 7,500.00
\$ 57,345.00	\$ 57,345.00	\$ 23,000.00	\$ 23,000.00	\$ 45,000.00	\$ 45,000.00	\$ 45,000.00	\$ 45,000.00	\$ 45,000.00	\$ 45,000.00	\$ 125,000.00	\$ 125,000.00	\$ 125,000.00	\$ 125,000.00	\$ 125,000.00	\$ 125,000.00
\$ 6.50	\$ 1,300.00	\$ 3.00	\$ 600.00	\$ 8.50	\$ 1,700.00	\$ 8.50	\$ 1,700.00	\$ 8.50	\$ 1,700.00	\$ 2.50	\$ 500.00	\$ 2.50	\$ 500.00	\$ 2.50	\$ 500.00
\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00
\$ 100.00	\$ 500.00	\$ 250.00	\$ 1,250.00	\$ 1,500.00	\$ 7,500.00	\$ 1,500.00	\$ 7,500.00	\$ 1,500.00	\$ 7,500.00	\$ 350.00	\$ 1,750.00	\$ 350.00	\$ 1,750.00	\$ 350.00	\$ 1,750.00
\$	\$ 1,225,641.00		\$ 1,523,194.00		\$ 1,680,500.00		\$ 1,680,500.00		\$ 1,680,500.00		\$ 1,625,400.00		\$ 1,625,400.00		\$ 1,625,400.00
Crooker Construction Unit Price	Crooker Construction Total Price	T. Buck Construction Unit Price	T. Buck Construction Total Price	Pike Industries Inc. Unit Price	Pike Industries Inc. Total Price	Pike Industries Inc. Unit Price	Pike Industries Inc. Total Price	Pike Industries Inc. Unit Price	Pike Industries Inc. Total Price	Pratt & Sons Inc. Unit Price	Pratt & Sons Inc. Total Price	Pratt & Sons Inc. Unit Price	Pratt & Sons Inc. Total Price	Pratt & Sons Inc. Unit Price	Pratt & Sons Inc. Total Price
\$ 15,900.00	\$ 15,900.00	\$ 10,000.00	\$ 10,000.00	\$ 12,500.00	\$ 12,500.00	\$ 12,500.00	\$ 12,500.00	\$ 12,500.00	\$ 12,500.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
\$ 500.00	\$ 3,000.00	\$ 1.00	\$ 6.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00
\$ 47.00	\$ 47,000.00	\$ 35.00	\$ 35,000.00	\$ 42.00	\$ 42,000.00	\$ 42.00	\$ 42,000.00	\$ 42.00	\$ 42,000.00	\$ 28.00	\$ 28,000.00	\$ 28.00	\$ 28,000.00	\$ 28.00	\$ 28,000.00
\$ 51.70	\$ 10,340.00	\$ 42.00	\$ 8,400.00	\$ 65.00	\$ 65,000.00	\$ 65.00	\$ 65,000.00	\$ 65.00	\$ 65,000.00	\$ 40.00	\$ 8,000.00	\$ 40.00	\$ 8,000.00	\$ 40.00	\$ 8,000.00
\$ 5,625.00	\$ 11,250.00	\$ 3,600.00	\$ 7,200.00	\$ 1,500.00	\$ 3,000.00	\$ 1,500.00	\$ 3,000.00	\$ 1,500.00	\$ 3,000.00	\$ 7,000.00	\$ 14,000.00	\$ 7,000.00	\$ 14,000.00	\$ 7,000.00	\$ 14,000.00
\$ 4,800.00	\$ 9,600.00	\$ 3,600.00	\$ 7,200.00	\$ 7,000.00	\$ 14,000.00	\$ 7,000.00	\$ 14,000.00	\$ 7,000.00	\$ 14,000.00	\$ 4,500.00	\$ 9,000.00	\$ 4,500.00	\$ 9,000.00	\$ 4,500.00	\$ 9,000.00
\$ 134.56	\$ 67,280.00	\$ 100.00	\$ 50,000.00	\$ 65.00	\$ 32,500.00	\$ 65.00	\$ 32,500.00	\$ 65.00	\$ 32,500.00	\$ 240.00	\$ 120,000.00	\$ 240.00	\$ 120,000.00	\$ 240.00	\$ 120,000.00
	\$ 164,370.00		\$ 117,806.00		\$ 129,000.00		\$ 129,000.00		\$ 129,000.00		\$ 187,000.00		\$ 187,000.00		\$ 187,000.00
	\$ 1,390,011.00		\$ 1,641,000.00		\$ 1,809,500.00		\$ 1,809,500.00		\$ 1,809,500.00		\$ 1,812,400.00		\$ 1,812,400.00		\$ 1,812,400.00

PROPOSAL  
PINEWOOD ROAD ROADWAY IMPROVEMENTS  
TOWN OF LISBON, MAINE

Town of Lisbon, Maine  
300 Lisbon Street  
Lisbon, Maine 04250

Greetings:

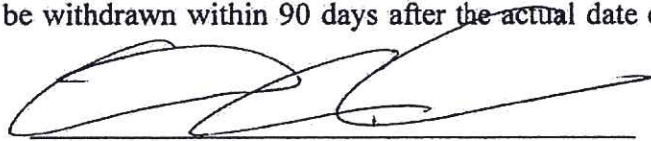
The undersigned, as Bidder on the above indicated Project, declares that the only persons or parties interested as principals in this Bid or in the Contract proposed to be taken, are named herein; that this Bidder has carefully examined the location of the proposed work, the Drawings and Specifications including the Invitation to Bid, Proposal, Contract, and Technical Specifications; and proposes and agrees if this Bid is accepted that he/she will contract to provide all necessary and proper labor, machinery, equipment, facilities, and incidentals, and to do all the Work and furnish all labor and material necessary or proper to carry out the Contract in the manner and time therein set forth, and that he/she will do all other things required and incidental to the completion of the Work.

All entries in the entire proposal have been made clearly and in ink; total prices bid have been written in both words and figures. All items defined in the Contract Documents have been bid upon.

It is understood that this Bid may not be withdrawn within 90 days after the actual date of the opening thereof.

May 27, 2020

(Date)



(Signed)

Name: John Gendron

Title: President

Representing: Gendron & Gendron, Inc.

Address: 50 Alfred Plourde Parkway

Lewiston, ME 04240



BID FORM

BIDDER agrees to perform all Work as described in these Contract Documents for the following unit prices for the payment items indicated:

ITEM	DESCRIPTION	APPROX. QUANTITY	UNITS	UNIT PRICE	TOTAL PRICE
<u>I. BASE BID</u>					
1.	Clearing and Grubbing	LS	LS	\$ 17,347.00	\$ 17,347.00
2.	Traffic Control	LS	LS	\$ 61,835.00	\$ 61,835.00
3.	Existing Manhole/Catch Basin Modifications	22	EA	\$ 567.00	\$ 12,474.00
4.	Test Pits	6*	EA	\$ 230.00	\$ 1,380.00
5.	Rip-Rap	200	CY	\$ 60.38	\$ 12,076.00
6.	Roadway Excavation	14,000	CY	\$ 7.50	\$ 105,000.00
7.	Pavement Milling	13,000	SY	\$ 2.16	\$ 28,080.00
8.	Ledge Excavation and Removal	100*	CY	\$ 51.60	\$ 5,160.00
9.	Excavation and Replacement of Unsuitable Fill	300*	CY	\$ 19.77	\$ 5,931.00
10.	Roadway Aggregate Subbase	8,000	CY	\$ 17.92	\$ 143,360.00
11.	Roadway Aggregate Base	3,500	CY	\$ 27.27	\$ 95,445.00
12.	Temporary Erosion Control	LS	LS	\$ 10,578.00	\$ 10,578.00
13.	Roadway Pavement	3,200	Tons	\$ 100.85	\$ 322,720.00
14.	Driveway Pavement	200	Tons	\$ 182.13	\$ 36,426.00
15.	Roadway Filter Fabric	13,000	SY	\$ 1.28	\$ 16,640.00
16.	12" Ø SICPE Underdrain	500	LF	\$ 51.11	\$ 25,555.00
17.	12" Ø SICPE Culvert	520	LF	\$ 52.69	\$ 27,398.80
18.	15" Ø SICPE Culvert	100	LF	\$ 62.62	\$ 6,262.00
19.	18" Ø SICPE Culvert	50	LF	\$ 92.07	\$ 4,603.50
20.	24" Ø SICPE Culvert	50	LF	\$ 120.77	\$ 6,038.50
21.	Loam & Seeding	LS	LS	\$ 49,169.00	\$ 49,169.00
22.	2" Rigid Insulation	200	SF	\$ 3.63	\$ 726.00
23.	Owner's Testing Allowance	All	LS*	\$ 2,000.00	\$ 2,000.00
24.	Mailbox Restorations	5	EA*	\$ 278.00	\$ 1,390.00

SUBTOTAL BASE BID (IN FIGURES):\$ 997,594.80

SUBTOTAL BASE BID (IN WORDS): Ninety Nine and Seven Thousand Five Hundred Niety Four and Eighty Cents Dollars

II. ALTERNATE BID

1.	Abandon Remove Existing Pipe & Structures	1	LS	\$ 6,752.00	\$ 6,752.00
2.	Test Pits	6*	EA	\$ 249.00	\$ 1,494.00
3.	6" Ø SICPE Drain/Perforated Underdrain	1,000	LF	\$ 35.88	\$ 35,880.00

4. 12" Ø SICPE Underdrain	200	LF	\$ 52.17	\$ 10,434.00
5. Drain Manholes	2	EA	\$ 5,361.00	\$ 10,722.00
6. Catch Basins	2	EA	\$ 3,835.00	\$ 7,670.00
7. 12" Ø SICPE Storm Drain	500	LF	\$ 50.05	\$ 25,025.00

SUBTOTAL ALTERNATE BID (IN FIGURES):\$ 97,977.00

SUBTOTAL ALTERNATE BID (IN WORDS): Ninety Seven Thousand Nine Hundred and Seventy Seven Dollars

TOTAL BID (IN FIGURES):\$ 1,095,571.80

TOTAL BID (IN WORDS):

One Million Ninety Five Thousand Five Hundred Sevet One Dollars and Eighty Cents Dollars

\*Note: Asterisk indicates indeterminate quantity for bidding comparison.

The TOTAL BID is the basis of determination of low bidder.

The undersigned agrees to the following:

- To furnish all required insurance certificates and bonds within 10 days after formal acceptance of the proposal by the Owner. All insurance certificates and bonds must be furnished before formal execution of the contract by the Owner.
- To substantially complete the work within 180 calendar days and to fully complete the work within 210 calendar days of the formal Notice to Proceed.
- That the Owner may retain liquidated damages of \$750 per day for each day in excess of those mentioned above that the work is not completed as indicated.

The undersigned acknowledges the receipt of the following Addenda:

Addendum #1 - May 21, 2020

Date: May 27, 2020

Signed: 

Name: John Gendron

Title: President

Representing: Gendron & Gendron, Inc.

Address: 50 Alfred Plourde Parkway

Lewiston, ME 04240

Telephone: (207) 782-7372

Fax:

(Seal - if Bid is by Corporation)  
(Also attached Certificate of Authority  
for signatory to execute contract)



PROPOSAL  
PINWOOD ROAD ROADWAY IMPROVEMENTS  
TOWN OF LISBON, MAINE

Town of Lisbon, Maine  
300 Lisbon Street  
Lisbon, Maine 04250

Greetings:

The undersigned, as Bidder on the above indicated Project, declares that the only persons or parties interested as principals in this Bid or in the Contract proposed to be taken, are named herein; that this Bidder has carefully examined the location of the proposed work, the Drawings and Specifications including the Invitation to Bid, Proposal, Contract, and Technical Specifications; and proposes and agrees if this Bid is accepted that he/she will contract to provide all necessary and proper labor, machinery, equipment, facilities, and incidentals, and to do all the Work and furnish all labor and material necessary or proper to carry out the Contract in the manner and time therein set forth, and that he/she will do all other things required and incidental to the completion of the Work.

All entries in the entire proposal have been made clearly and in ink; total prices bid have been written in both words and figures. All items defined in the Contract Documents have been bid upon.

It is understood that this Bid may not be withdrawn within 90 days after the actual date of the opening thereof.

May 27, 2020

(Date)



(Signed)

Name: Thomas C. Sturgeon

Title: President & CEO

Representing: Grooker Construction, LLC

Address: PO Box 5001; 103 Lewiston Road  
Topsham, Maine 04086

### BID FORM

BIDDER agrees to perform all Work as described in these Contract Documents for the following unit prices for the payment items indicated:

ITEM	DESCRIPTION	APPROX. QUANTITY	UNITS	UNIT PRICE	TOTAL PRICE
<u>I. BASE BID</u>					
1.	Clearing and Grubbing	LS	LS	\$ 139,165.00	\$ 139,165.00
2.	Traffic Control	LS	LS	\$ 104,300.00	\$ 104,300.00
3.	Existing Manhole/Catch Basin Modifications	22	EA	\$ 552.25	\$ 12,149.50
4.	Test Pits	6*	EA	\$ 500.00	\$ 3,000.00
5.	Rip-Rap	200	CY	\$ 100.00	\$ 20,000.00
6.	Roadway Excavation	14,000	CY	\$ 10.00	\$ 140,000.00
7.	Pavement Milling	13,000	SY	\$ 3.50	\$ 45,500.00
8.	Ledge Excavation and Removal	100*	CY	\$ 300.00	\$ 30,000.00
9.	Excavation and Replacement of Unsuitable Fill	300*	CY	\$ 50.00	\$ 15,000.00
10.	Roadway Aggregate Subbase	8,000	CY	\$ 20.00	\$ 160,000.00
11.	Roadway Aggregate Base	3,500	CY	\$ 26.00	\$ 91,000.00
12.	Temporary Erosion Control	LS	LS	\$ 52,975.00	\$ 52,975.00
13.	Roadway Pavement	3,200	Tons	\$ 72.56	\$ 232,192.00
14.	Driveway Pavement	200	Tons	\$ 172.50	\$ 34,500.00
15.	Roadway Filter Fabric	13,000	SY	\$ 1.50	\$ 19,500.00
16.	12" Ø SICPE Underdrain	500	LF	\$ 46.50	\$ 23,250.00
17.	12" Ø SICPE Culvert	520	LF	\$ 50.00	\$ 26,000.00
18.	15" Ø SICPE Culvert	100	LF	\$ 58.00	\$ 5,800.00
19.	18" Ø SICPE Culvert	50	LF	\$ 64.00	\$ 3,200.00
20.	24" Ø SICPE Culvert	50	LF	\$ 139.29	\$ 6,964.50
21.	Loam & Seeding	LS	LS	\$ 57,345.00	\$ 57,345.00
22.	2" Rigid Insulation	200	SF	\$ 6.50	\$ 1,300.00
23.	Owner's Testing Allowance	All	LS*	\$ 2,000.00	\$ 2,000.00
24.	Mailbox Restorations	5	EA*	\$ 100.00	\$ 500.00

SUBTOTAL BASE BID (IN FIGURES):\$ 1,225,641.00

SUBTOTAL BASE BID (IN WORDS): One Million Two Hundred Twenty Five Thousand Six Hundred Forty One Dollars and Zero Cents Dollars

### II. ALTERNATE BID

1.	Abandon Remove Existing Pipe & Structures	1	LS	\$ 15,900.00	\$ 15,900.00
2.	Test Pits	6*	EA	\$ 500.00	\$ 3,000.00
3.	6" Ø SICPE Drain/Perforated Underdrain	1,000	LF	\$ 47.00	\$ 47,000.00



4. 12" Ø SICPE Underdrain	200	LF	\$ 51.70	\$ 10,340.00
5. Drain Manholes	2	EA	\$ 5,625.00	\$ 11,250.00
6. Catch Basins	2	EA	\$ 4,800.00	\$ 9,600.00
7. 12" Ø SICPE Storm Drain	500	LF	\$ 134.56	\$ 67,280.00

SUBTOTAL ALTERNATE BID (IN FIGURES):\$ 164,370.00

SUBTOTAL ALTERNATE BID (IN WORDS): One Hundred Sixty Four Thousand, Dollars  
Three Hundred Seventy Dollars and Zero Cents

TOTAL BID (IN FIGURES):\$ 1,390,011.00

TOTAL BID (IN WORDS): One Million, Three Hundred Ninety Thousand, Eleven Dollars and Zero Cents Dollars

\*Note: Asterisk indicates indeterminate quantity for bidding comparison.

The TOTAL BID is the basis of determination of low bidder.

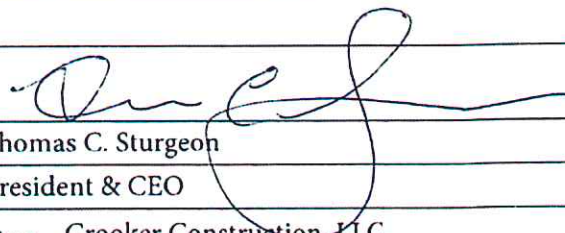
The undersigned agrees to the following:

- To furnish all required insurance certificates and bonds within 10 days after formal acceptance of the proposal by the Owner. All insurance certificates and bonds must be furnished before formal execution of the contract by the Owner.
- To substantially complete the work within 180 calendar days and to fully complete the work within 210 calendar days of the formal Notice to Proceed.
- That the Owner may retain liquidated damages of \$750 per day for each day in excess of those mentioned above that the work is not completed as indicated.

The undersigned acknowledges the receipt of the following Addenda:

Addendum # 1 Dated May 21, 2020 Received

Date: May 27, 2020

Signed:   
Name: Thomas C. Sturgeon  
Title: President & CEO  
Representing: Crooker Construction, LLC  
Address: PO Box 5001; 103 Lewiston Road  
Topsham, Maine 04086  
Telephone: (207) 729-3331  
Fax: (207) 725-0926

(Seal - if Bid is by Corporation)  
(Also attached Certificate of Authority  
for signatory to execute contract)

PROPOSAL  
PINWOOD ROAD ROADWAY IMPROVEMENTS  
TOWN OF LISBON, MAINE

Town of Lisbon, Maine  
300 Lisbon Street  
Lisbon, Maine 04250

Greetings:

The undersigned, as Bidder on the above indicated Project, declares that the only persons or parties interested as principals in this Bid or in the Contract proposed to be taken, are named herein; that this Bidder has carefully examined the location of the proposed work, the Drawings and Specifications including the Invitation to Bid, Proposal, Contract, and Technical Specifications; and proposes and agrees if this Bid is accepted that he/she will contract to provide all necessary and proper labor, machinery, equipment, facilities, and incidentals, and to do all the Work and furnish all labor and material necessary or proper to carry out the Contract in the manner and time therein set forth, and that he/she will do all other things required and incidental to the completion of the Work.

All entries in the entire proposal have been made clearly and in ink; total prices bid have been written in both words and figures. All items defined in the Contract Documents have been bid upon.

It is understood that this Bid may not be withdrawn within 90 days after the actual date of the opening thereof.

5-27-2020  
(Date)

  
(Signed)

Name: Terry Buck

Title: President

Representing: Buck Construction, Inc

Address: 3000 Auburn Rd

Turner ME 04282



# BID FORM

BIDDER agrees to perform all Work as described in these Contract Documents for the following unit prices for the payment items indicated:

ITEM	DESCRIPTION	APPROX. QUANTITY	UNITS	UNIT PRICE	TOTAL PRICE
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## I. BASE BID

1.	Clearing and Grubbing	LS	LS	\$ 30,000 <sup>00</sup>	\$ 30,000 <sup>00</sup>
2.	Traffic Control	LS	LS	\$ 260,000 <sup>00</sup>	\$ 260,000 <sup>00</sup>
3.	Existing Manhole/Catch Basin Modifications	22	EA	\$ 750 <sup>00</sup>	\$ 16,500 <sup>00</sup>
4.	Test Pits	6*	EA	\$ 1 <sup>00</sup>	\$ 6 <sup>00</sup>
5.	Rip-Rap	200	CY	\$ 55 <sup>00</sup>	\$ 11,000 <sup>00</sup>
6.	Roadway Excavation	14,000	CY	\$ 13 <sup>00</sup>	\$ 182,000 <sup>00</sup>
7.	Pavement Milling	13,000	SY	\$ 3.50	\$ 45,500 <sup>00</sup>
8.	Ledge Excavation and Removal	100*	CY	\$ 0.01	\$ 1 <sup>00</sup>
9.	Excavation and Replacement of Unsuitable Fill	300*	CY	\$ 35 <sup>00</sup>	\$ 10,500 <sup>00</sup>
10.	Roadway Aggregate Subbase	8,000	CY	\$ 33 <sup>00</sup>	\$ 264,000 <sup>00</sup>
11.	Roadway Aggregate Base	3,500	CY	\$ 32 <sup>00</sup>	\$ 112,000 <sup>00</sup>
12.	Temporary Erosion Control	LS	LS	\$ 183,437 <sup>00</sup>	\$ 183,437 <sup>00</sup>
13.	Roadway Pavement	3,200	Tons	\$ 80 <sup>00</sup>	\$ 256,000 <sup>00</sup>
14.	Driveway Pavement	200	Tons	\$ 135 <sup>00</sup>	\$ 27,000 <sup>00</sup>
15.	Roadway Filter Fabric	13,000	SY	\$ 1.50	\$ 19,500 <sup>00</sup>
16.	12" Ø SICPE Underdrain	500	LF	\$ 42 <sup>00</sup>	\$ 21,000 <sup>00</sup>
17.	12" Ø SICPE Culvert	520	LF	\$ 70 <sup>00</sup>	\$ 36,400 <sup>00</sup>
18.	15" Ø SICPE Culvert	100	LF	\$ 75 <sup>00</sup>	\$ 7,500 <sup>00</sup>
19.	18" Ø SICPE Culvert	50	LF	\$ 80 <sup>00</sup>	\$ 4,000 <sup>00</sup>
20.	24" Ø SICPE Culvert	50	LF	\$ 100 <sup>00</sup>	\$ 5,000 <sup>00</sup>
21.	Loam & Seeding	LS	LS	\$ 23,000 <sup>00</sup>	\$ 23,000 <sup>00</sup>
22.	2" Rigid Insulation	200	SF	\$ 3 <sup>00</sup>	\$ 600 <sup>00</sup>
23.	Owner's Testing Allowance	All	LS*	\$ 2,000.00	\$ 2,000.00
24.	Mailbox Restorations	5	EA*	\$ 250 <sup>00</sup>	\$ 1,250 <sup>00</sup>

SUBTOTAL BASE BID (IN FIGURES): \$ 1,509,194<sup>00</sup> (FR)

SUBTOTAL BASE BID (IN WORDS): One Million Five Hundred Nine Thousand One Hundred Ninety Four Dollars (FR)

## II. ALTERNATE BID

1.	Abandon Remove Existing Pipe & Structures	1	LS	\$ 10,000 <sup>00</sup>	\$ 10,000 <sup>00</sup>
2.	Test Pits	6*	EA	\$ 1 <sup>00</sup>	\$ 6 <sup>00</sup>
3.	6" Ø SICPE Drain/Perforated Underdrain	1,000	LF	\$ 35 <sup>00</sup>	\$ 35,000 <sup>00</sup>

4. 12" Ø SICPE Underdrain	200	LF	\$ <u>42<sup>00</sup></u>	\$ <u>8,400<sup>00</sup></u>
5. Drain Manholes	2	EA	\$ <u>3600<sup>00</sup></u>	\$ <u>7,200<sup>00</sup></u>
6. Catch Basins	2	EA	\$ <u>3600<sup>00</sup></u>	\$ <u>7,200<sup>00</sup></u>
7. 12" Ø SICPE Storm Drain	500	LF	\$ <u>100<sup>00</sup></u>	\$ <u>50,000<sup>00</sup></u>

SUBTOTAL ALTERNATE BID (IN FIGURES):\$ 117,800<sup>00</sup>  
SUBTOTAL ALTERNATE BID (IN WORDS): One hundred seventeen thousand eight hundred six dollars  
TOTAL BID (IN FIGURES):\$ 1,637,000<sup>00</sup> (1.6M)  
TOTAL BID (IN WORDS): One million six hundred thirty seven thousand Dollars

\*Note: Asterisk indicates indeterminate quantity for bidding comparison.

The TOTAL BID is the basis of determination of low bidder.

The undersigned agrees to the following:

- To furnish all required insurance certificates and bonds within 10 days after formal acceptance of the proposal by the Owner. All insurance certificates and bonds must be furnished before formal execution of the contract by the Owner.
- To substantially complete the work within 180 calendar days and to fully complete the work within 210 calendar days of the formal Notice to Proceed.
- That the Owner may retain liquidated damages of \$750 per day for each day in excess of those mentioned above that the work is not completed as indicated.

The undersigned acknowledges the receipt of the following Addenda:

1 dated 5.21.2020

Date: 5.27.2020

Signed: \_\_\_\_\_

Name: Terry Buck

Title: Resident

Representing: TBuck construction LLC

Address: 3023 Auburn St

Telephone: 207.783.6223

Fax: 207.782.5166

(Seal - if Bid is by Corporation)  
(Also attached Certificate of Authority  
for signatory to execute contract)



PROPOSAL  
PINEWOOD ROAD ROADWAY IMPROVEMENTS  
TOWN OF LISBON, MAINE

Town of Lisbon, Maine  
300 Lisbon Street  
Lisbon, Maine 04250

Greetings:

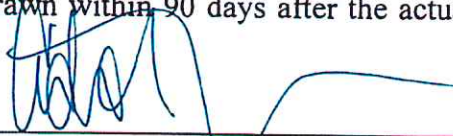
The undersigned, as Bidder on the above indicated Project, declares that the only persons or parties interested as principals in this Bid or in the Contract proposed to be taken, are named herein; that this Bidder has carefully examined the location of the proposed work, the Drawings and Specifications including the Invitation to Bid, Proposal, Contract, and Technical Specifications; and proposes and agrees if this Bid is accepted that he/she will contract to provide all necessary and proper labor, machinery, equipment, facilities, and incidentals, and to do all the Work and furnish all labor and material necessary or proper to carry out the Contract in the manner and time therein set forth, and that he/she will do all other things required and incidental to the completion of the Work.

All entries in the entire proposal have been made clearly and in ink; total prices bid have been written in both words and figures. All items defined in the Contract Documents have been bid upon.

It is understood that this Bid may not be withdrawn within 90 days after the actual date of the opening thereof.

27 MAY 20

(Date)



(Signed)

Name: TODD R. SAWYER

Title: REGIONAL MANAGER

Representing: PIKE INDUSTRIES, INC.

Address: 95 WESTERN AVE  
FAIRFIELD, ME 04937

# BID FORM

BIDDER agrees to perform all Work as described in these Contract Documents for the following unit prices for the payment items indicated:

ITEM	DESCRIPTION	APPROX. QUANTITY	UNITS	UNIT PRICE	TOTAL PRICE
<b>I. BASE BID</b>					
1.	Clearing and Grubbing	LS	LS	\$ <u>13,550.00</u>	\$ <u>13,550.00</u>
2.	Traffic Control	LS	LS	\$ <u>308,000.00</u>	\$ <u>308,000.00</u>
3.	Existing Manhole/Catch Basin Modifications	22	EA	\$ <u>1200.00</u>	\$ <u>26,400.00</u>
4.	Test Pits	6*	EA	\$ <u>2000.00</u>	\$ <u>12,000.00</u>
5.	Rip-Rap	200	CY	\$ <u>95.00</u>	\$ <u>19,000.00</u>
6.	Roadway Excavation	14,000	CY	\$ <u>18.50</u>	\$ <u>259,000.00</u>
7.	Pavement Milling	13,000	SY	\$ <u>1.80</u>	\$ <u>23,400.00</u>
8.	Ledge Excavation and Removal	100*	CY	\$ <u>225.00</u>	\$ <u>22,500.00</u>
9.	Excavation and Replacement of Unsuitable Fill	300*	CY	\$ <u>95.00</u>	\$ <u>28,500.00</u>
10.	Roadway Aggregate Subbase	8,000	CY	\$ <u>35.00</u>	\$ <u>280,000.00</u>
11.	Roadway Aggregate Base	3,500	CY	\$ <u>64.50</u>	\$ <u>225,750.00</u>
12.	Temporary Erosion Control	LS	LS	\$ <u>32,000.00</u>	\$ <u>32,000.00</u>
13.	Roadway Pavement	3,200	Tons	\$ <u>74.50</u>	\$ <u>238,400.00</u>
14.	Driveway Pavement	200	Tons	\$ <u>165.00</u>	\$ <u>33,000.00</u>
15.	Roadway Filter Fabric	13,000	SY	\$ <u>1.50</u>	\$ <u>19,500.00</u>
16.	12" Ø SICPE Underdrain	500	LF	\$ <u>65.00</u>	\$ <u>32,500.00</u>
17.	12" Ø SICPE Culvert	520	LF	\$ <u>55.00</u>	\$ <u>28,600.00</u>
18.	15" Ø SICPE Culvert	100	LF	\$ <u>82.00</u>	\$ <u>8,200.00</u>
19.	18" Ø SICPE Culvert	50	LF	\$ <u>135.00</u>	\$ <u>6,750.00</u>
20.	24" Ø SICPE Culvert	50	LF	\$ <u>145.00</u>	\$ <u>7,250.00</u>
21.	Loam & Seeding	LS	LS	\$ <u>45,000.00</u>	\$ <u>45,000.00</u>
22.	2" Rigid Insulation	200	SF	\$ <u>8.50</u>	\$ <u>1,700.00</u>
23.	Owner's Testing Allowance	All	LS*	\$ <u>2,000.00</u>	\$ <u>2,000.00</u>
24.	Mailbox Restorations	5	EA*	\$ <u>1500.00</u>	\$ <u>7,500.00</u>

SUBTOTAL BASE BID (IN FIGURES):\$ 1,680,500.00

SUBTOTAL BASE BID (IN WORDS): one million, six hundred eighty thousand Dollars  
five hundred and zero Dollars

## II. ALTERNATE BID

1.	Abandon Remove Existing Pipe & Structures	1	LS	\$ <u>12,500.00</u>	\$ <u>12,500.00</u>
2.	Test Pits	6*	EA	\$ <u>2,000.00</u>	\$ <u>12,000.00</u>
3.	6" Ø SICPE Drain/Perforated Underdrain	1,000	LF	\$ <u>42.00</u>	\$ <u>42,000.00</u>



4. 12" Ø SICPE Underdrain	200	LF	\$ <u>65.00</u>	\$ <u>13,000.00</u>
5. Drain Manholes	2	EA	\$ <u>1,500.00</u>	\$ <u>3,000.00</u>
6. Catch Basins	2	EA	\$ <u>7,000.00</u>	\$ <u>14,000.00</u>
7. 12" Ø SICPE Storm Drain	500	LF	\$ <u>65.00</u>	\$ <u>32,500.00</u>

SUBTOTAL ALTERNATE BID (IN FIGURES):\$ 129,000.00

SUBTOTAL ALTERNATE BID (IN WORDS): one hundred twenty nine thousand Dollars

TOTAL BID (IN FIGURES):\$ 1,909,500.00

TOTAL BID (IN WORDS): one million eight hundred nine thousand  
five hundred Dollars

\*Note: Asterisk indicates indeterminate quantity for bidding comparison.

The TOTAL BID is the basis of determination of low bidder.

The undersigned agrees to the following:

- To furnish all required insurance certificates and bonds within 10 days after formal acceptance of the proposal by the Owner. All insurance certificates and bonds must be furnished before formal execution of the contract by the Owner.
- To substantially complete the work within 180 calendar days and to fully complete the work within 210 calendar days of the formal Notice to Proceed.
- That the Owner may retain liquidated damages of \$750 per day for each day in excess of those mentioned above that the work is not completed as indicated.

The undersigned acknowledges the receipt of the following Addenda:

Date: 27 MAY 20

Signed: 

Name: TODD R. SAWYER

Title: REGIONAL MANAGER

Representing: PIKE INDUSTRIES, INC.

Address: 95 WESTERN AVE

FAIRFIELD, ME 04937

Telephone: 207-453-9381

Fax: 207-453-2557

(Seal - if Bid is by Corporation)  
(Also attached Certificate of Authority  
for signatory to execute contract)

PROPOSAL  
PINEWOOD ROAD ROADWAY IMPROVEMENTS  
TOWN OF LISBON, MAINE

Town of Lisbon, Maine  
300 Lisbon Street  
Lisbon, Maine 04250

Greetings:

The undersigned, as Bidder on the above indicated Project, declares that the only persons or parties interested as principals in this Bid or in the Contract proposed to be taken, are named herein; that this Bidder has carefully examined the location of the proposed work, the Drawings and Specifications including the Invitation to Bid, Proposal, Contract, and Technical Specifications; and proposes and agrees if this Bid is accepted that he/she will contract to provide all necessary and proper labor, machinery, equipment, facilities, and incidentals, and to do all the Work and furnish all labor and material necessary or proper to carry out the Contract in the manner and time therein set forth, and that he/she will do all other things required and incidental to the completion of the Work.

All entries in the entire proposal have been made clearly and in ink; total prices bid have been written in both words and figures. All items defined in the Contract Documents have been bid upon.

It is understood that this Bid may not be withdrawn within 90 days after the actual date of the opening thereof.

MAY 27, 2020

(Date)



(Signed)

Name: GREGG SAVONA

Title: CONTROLLER

Representing: PRATT & SONS, INC.

Address: P.O. BOX 236

MECHANIC FALLS, ME 04256



# BID FORM

BIDDER agrees to perform all Work as described in these Contract Documents for the following unit prices for the payment items indicated:

ITEM	DESCRIPTION	APPROX. QUANTITY	UNITS	UNIT PRICE	TOTAL PRICE
<u>I. BASE BID</u>					
1.	Clearing and Grubbing	LS	LS	\$ <u>22,500<sup>00</sup></u>	\$ <u>22,500<sup>00</sup></u>
2.	Traffic Control	LS	LS	\$ <u>125,000<sup>00</sup></u>	\$ <u>125,000<sup>00</sup></u>
3.	Existing Manhole/Catch Basin Modifications	22	EA	\$ <u>1,000<sup>00</sup></u>	\$ <u>22,000<sup>00</sup></u>
4.	Test Pits	6*	EA	\$ <u>200<sup>00</sup></u>	\$ <u>1,200<sup>00</sup></u>
5.	Rip-Rap	200	CY	\$ <u>50<sup>00</sup></u>	\$ <u>10,000<sup>00</sup></u>
6.	Roadway Excavation	14,000	CY	\$ <u>20<sup>00</sup></u>	\$ <u>280,000<sup>00</sup></u>
7.	Pavement Milling	13,000	SY	\$ <u>3<sup>50</sup></u>	\$ <u>45,500<sup>00</sup></u>
8.	Ledge Excavation and Removal	100*	CY	\$ <u>150<sup>00</sup></u>	\$ <u>15,000<sup>00</sup></u>
9.	Excavation and Replacement of Unsuitable Fill	300*	CY	\$ <u>15<sup>00</sup></u>	\$ <u>4,500<sup>00</sup></u>
10.	Roadway Aggregate Subbase	8,000	CY	\$ <u>40<sup>00</sup></u>	\$ <u>320,000<sup>00</sup></u>
11.	Roadway Aggregate Base	3,500	CY	\$ <u>70<sup>00</sup></u>	\$ <u>245,000<sup>00</sup></u>
12.	Temporary Erosion Control	LS	LS	\$ <u>10,000<sup>00</sup></u>	\$ <u>10,000<sup>00</sup></u>
13.	Roadway Pavement	3,200	Tons	\$ <u>85<sup>00</sup></u>	\$ <u>272,000<sup>00</sup></u>
14.	Driveway Pavement	200	Tons	\$ <u>150<sup>00</sup></u>	\$ <u>30,000<sup>00</sup></u>
15.	Roadway Filter Fabric	13,000	SY	\$ <u>2<sup>00</sup></u>	\$ <u>26,000<sup>00</sup></u>
16.	12" Ø SICPE Underdrain	500	LF	\$ <u>25<sup>00</sup></u>	\$ <u>12,500<sup>00</sup></u>
17.	12" Ø SICPE Culvert	520	LF	\$ <u>60<sup>00</sup></u>	\$ <u>31,200<sup>00</sup></u>
18.	15" Ø SICPE Culvert	100	LF	\$ <u>100<sup>00</sup></u>	\$ <u>10,000<sup>00</sup></u>
19.	18" Ø SICPE Culvert	50	LF	\$ <u>125<sup>00</sup></u>	\$ <u>6,250<sup>00</sup></u>
20.	24" Ø SICPE Culvert	50	LF	\$ <u>150<sup>00</sup></u>	\$ <u>7,500<sup>00</sup></u>
21.	Loam & Seeding	LS	LS	\$ <u>125,000<sup>00</sup></u>	\$ <u>125,000<sup>00</sup></u>
22.	2" Rigid Insulation	200	SF	\$ <u>2<sup>50</sup></u>	\$ <u>500<sup>00</sup></u>
23.	Owner's Testing Allowance	All	LS*	\$ <u>2,000.00</u>	\$ <u>2,000.00</u>
24.	Mailbox Restorations	5	EA*	\$ <u>350<sup>00</sup></u>	\$ <u>1,750<sup>00</sup></u>

SUBTOTAL BASE BID (IN FIGURES): \$ 1,625,400<sup>00</sup>

SUBTOTAL BASE BID (IN WORDS): One million six hundred twenty-five thousand four hundred dollars

## II. ALTERNATE BID

1.	Abandon Remove Existing Pipe & Structures	1	LS	\$ <u>5,000<sup>00</sup></u>	\$ <u>5,000<sup>00</sup></u>
2.	Test Pits	6*	EA	\$ <u>500<sup>00</sup></u>	\$ <u>3,000<sup>00</sup></u>
3.	6" Ø SICPE Drain/Perforated Underdrain	1,000	LF	\$ <u>28<sup>00</sup></u>	\$ <u>28,000<sup>00</sup></u>

4. 12" Ø SICPE Underdrain	200	LF	\$ <u>40<sup>00</sup></u>	\$ <u>8,000<sup>00</sup></u>
5. Drain Manholes	2	EA	\$ <u>7,000<sup>00</sup></u>	\$ <u>14,000<sup>00</sup></u>
6. Catch Basins	2	EA	\$ <u>4,500<sup>00</sup></u>	\$ <u>9,000<sup>00</sup></u>
7. 12" Ø SICPE Storm Drain	500	LF	\$ <u>240<sup>00</sup></u>	\$ <u>120,000<sup>00</sup></u>

SUBTOTAL ALTERNATE BID (IN FIGURES):\$ 187,000<sup>00</sup>

SUBTOTAL ALTERNATE BID (IN WORDS): One hundred eighty-seven thousand Dollars

TOTAL BID (IN FIGURES):\$ 1,812,400<sup>00</sup>

TOTAL BID (IN WORDS): One million eight hundred twelve thousand four hundred Dollars

\*Note: Asterisk indicates indeterminate quantity for bidding comparison.

The TOTAL BID is the basis of determination of low bidder.

The undersigned agrees to the following:

- To furnish all required insurance certificates and bonds within 10 days after formal acceptance of the proposal by the Owner. All insurance certificates and bonds must be furnished before formal execution of the contract by the Owner.
- To substantially complete the work within 180 calendar days and to fully complete the work within 210 calendar days of the formal Notice to Proceed.
- That the Owner may retain liquidated damages of \$750 per day for each day in excess of those mentioned above that the work is not completed as indicated.

The undersigned acknowledges the receipt of the following Addenda:

No. 1 dated 5/21/2020

Date: MAY 27, 2020

Signed: 

Name: GREG SAVONA

Title: CONTROLLER

Representing: PRATT & SONS, INC.

Address: P.O. Box 236

MECHANIC FALLS, ME 04256

Telephone: 207-345-3311

Fax: 207-345-3313

(Seal - if Bid is by Corporation)  
(Also attached Certificate of Authority  
for signatory to execute contract)



PROPOSAL  
PINEWOOD ROAD ROADWAY IMPROVEMENTS  
TOWN OF LISBON, MAINE

Town of Lisbon, Maine  
300 Lisbon Street  
Lisbon, Maine 04250

Greetings:

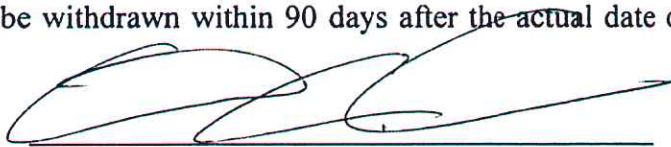
The undersigned, as Bidder on the above indicated Project, declares that the only persons or parties interested as principals in this Bid or in the Contract proposed to be taken, are named herein; that this Bidder has carefully examined the location of the proposed work, the Drawings and Specifications including the Invitation to Bid, Proposal, Contract, and Technical Specifications; and proposes and agrees if this Bid is accepted that he/she will contract to provide all necessary and proper labor, machinery, equipment, facilities, and incidentals, and to do all the Work and furnish all labor and material necessary or proper to carry out the Contract in the manner and time therein set forth, and that he/she will do all other things required and incidental to the completion of the Work.

All entries in the entire proposal have been made clearly and in ink; total prices bid have been written in both words and figures. All items defined in the Contract Documents have been bid upon.

It is understood that this Bid may not be withdrawn within 90 days after the actual date of the opening thereof.

May 27, 2020

(Date)



(Signed)

Name: John Gendron

Title: President

Representing: Gendron & Gendron, Inc.

Address: 50 Alfred Plourde Parkway

Lewiston, ME 04240

### BID FORM

BIDDER agrees to perform all Work as described in these Contract Documents for the following unit prices for the payment items indicated:

ITEM	DESCRIPTION	APPROX. QUANTITY	UNITS	UNIT PRICE	TOTAL PRICE
<u>I. BASE BID</u>					
1.	Clearing and Grubbing	LS	LS	\$ 17,347.00	\$ 17,347.00
2.	Traffic Control	LS	LS	\$ 61,835.00	\$ 61,835.00
3.	Existing Manhole/Catch Basin Modifications	22	EA	\$ 567.00	\$ 12,474.00
4.	Test Pits	6*	EA	\$ 230.00	\$ 1,380.00
5.	Rip-Rap	200	CY	\$ 60.38	\$ 12,076.00
6.	Roadway Excavation	14,000	CY	\$ 7.50	\$ 105,000.00
7.	Pavement Milling	13,000	SY	\$ 2.16	\$ 28,080.00
8.	Ledge Excavation and Removal	100*	CY	\$ 51.60	\$ 5,160.00
9.	Excavation and Replacement of Unsuitable Fill	300*	CY	\$ 19.77	\$ 5,931.00
10.	Roadway Aggregate Subbase	8,000	CY	\$ 17.92	\$ 143,360.00
11.	Roadway Aggregate Base	3,500	CY	\$ 27.27	\$ 95,445.00
12.	Temporary Erosion Control	LS	LS	\$ 10,578.00	\$ 10,578.00
13.	Roadway Pavement	3,200	Tons	\$ 100.85	\$ 322,720.00
14.	Driveway Pavement	200	Tons	\$ 182.13	\$ 36,426.00
15.	Roadway Filter Fabric	13,000	SY	\$ 1.28	\$ 16,640.00
16.	12" Ø SICPE Underdrain	500	LF	\$ 51.11	\$ 25,555.00
17.	12" Ø SICPE Culvert	520	LF	\$ 52.69	\$ 27,398.80
18.	15" Ø SICPE Culvert	100	LF	\$ 62.62	\$ 6,262.00
19.	18" Ø SICPE Culvert	50	LF	\$ 92.07	\$ 4,603.50
20.	24" Ø SICPE Culvert	50	LF	\$ 120.77	\$ 6,038.50
21.	Loam & Seeding	LS	LS	\$ 49,169.00	\$ 49,169.00
22.	2" Rigid Insulation	200	SF	\$ 3.63	\$ 726.00
23.	Owner's Testing Allowance	All	LS*	\$ 2,000.00	\$ 2,000.00
24.	Mailbox Restorations	5	EA*	\$ 278.00	\$ 1,390.00

~~SUBTOTAL BASE BID (IN FIGURES):~~ \$ 997,594.80

SUBTOTAL BASE BID (IN WORDS): Ninety Nine and Seven Thousand Five Hundred Niety Four and Eighty Cents Dollars

### II. ALTERNATE BID

1.	Abandon Remove Existing Pipe & Structures	1	LS	\$ 6,752.00	\$ 6,752.00
2.	Test Pits	6*	EA	\$ 249.00	\$ 1,494.00
3.	6" Ø SICPE Drain/Perforated Underdrain	1,000	LF	\$ 35.88	\$ 35,880.00



4. 12" Ø SICPE Underdrain	200	LF	\$ 52.17	\$ 10,434.00
5. Drain Manholes	2	EA	\$ 5,361.00	\$ 10,722.00
6. Catch Basins	2	EA	\$ 3,835.00	\$ 7,670.00
7. 12" Ø SICPE Storm Drain	500	LF	\$ 50.05	\$ 25,025.00

SUBTOTAL ALTERNATE BID (IN FIGURES):\$ 97,977.00

SUBTOTAL ALTERNATE BID (IN WORDS): Ninety Seven Thousand Nine Hundred and Seventy Seven Dollars

TOTAL BID (IN FIGURES):\$ 1,095,571.80

TOTAL BID (IN WORDS):  
One Million Ninety Five Thousand Five Hundred Sevety One Dollars and Eighty Cents Dollars

\*Note: Asterisk indicates indeterminate quantity for bidding comparison.

The TOTAL BID is the basis of determination of low bidder.

The undersigned agrees to the following:

- To furnish all required insurance certificates and bonds within 10 days after formal acceptance of the proposal by the Owner. All insurance certificates and bonds must be furnished before formal execution of the contract by the Owner.
- To substantially complete the work within 180 calendar days and to fully complete the work within 210 calendar days of the formal Notice to Proceed.
- That the Owner may retain liquidated damages of \$750 per day for each day in excess of those mentioned above that the work is not completed as indicated.

The undersigned acknowledges the receipt of the following Addenda:

Addendum #1 - May 21, 2020

Date: May 27, 2020

Signed: 

Name: John Gendron

Title: President

Representing: Gendron & Gendron, Inc.

Address: 50 Alfred Plourde Parkway

Lewiston, ME 04240

Telephone: (207) 782-7372

Fax:

(Seal - if Bid is by Corporation)  
(Also attached Certificate of Authority  
for signatory to execute contract)

H

PROPOSAL  
PINWOOD ROAD ROADWAY IMPROVEMENTS  
TOWN OF LISBON, MAINE

Town of Lisbon, Maine  
300 Lisbon Street  
Lisbon, Maine 04250

Greetings:

The undersigned, as Bidder on the above indicated Project, declares that the only persons or parties interested as principals in this Bid or in the Contract proposed to be taken, are named herein; that this Bidder has carefully examined the location of the proposed work, the Drawings and Specifications including the Invitation to Bid, Proposal, Contract, and Technical Specifications; and proposes and agrees if this Bid is accepted that he/she will contract to provide all necessary and proper labor, machinery, equipment, facilities, and incidentals, and to do all the Work and furnish all labor and material necessary or proper to carry out the Contract in the manner and time therein set forth, and that he/she will do all other things required and incidental to the completion of the Work.

All entries in the entire proposal have been made clearly and in ink; total prices bid have been written in both words and figures. All items defined in the Contract Documents have been bid upon.

It is understood that this Bid may not be withdrawn within 90 days after the actual date of the opening thereof.

5/27/20  
(Date)

  
(Signed)

Name: GARY ST. LAURENT

Title: PRESIDENT

Representing: ST. LAURENT & SON INC.

Address: 20 HIGHLAND SPRING ROAD  
LEWISTON, MAINE 04240



# BID FORM

BIDDER agrees to perform all Work as described in these Contract Documents for the following unit prices for the payment items indicated:

ITEM	DESCRIPTION	APPROX. QUANTITY	UNITS	UNIT PRICE	TOTAL PRICE
<b>I. BASE BID</b>					
1.	Clearing and Grubbing	LS	LS	\$ 10,000.00	\$ 10,000.00
2.	Traffic Control	LS	LS	\$ 100,000.00	\$ 100,000.00
3.	Existing Manhole/Catch Basin Modifications	22	EA	\$ 595.00	\$ 13,090.00
4.	Test Pits	6*	EA	\$ 1,000.00	\$ 6,000.00
5.	Rip-Rap	200	CY	\$ 62.00	\$ 12,400.00
6.	Roadway Excavation	14,000	CY	\$ 8.60	\$ 120,400.00
7.	Pavement Milling	13,000	SY	\$ 3.00	\$ 39,000.00
8.	Ledge Excavation and Removal	100*	CY	\$ 200.00	\$ 20,000.00
9.	Excavation and Replacement of Unsuitable Fill	300*	CY	\$ 40.00	\$ 12,000.00
10.	Roadway Aggregate Subbase	8,000	CY	\$ 24.50	\$ 196,000.00
11.	Roadway Aggregate Base	3,500	CY	\$ 31.50	\$ 110,250.00
12.	Temporary Erosion Control	LS	LS	\$ 9,000.00	\$ 9,000.00
13.	Roadway Pavement	3,200	Tons	\$ 74.00	\$ 236,800.00
14.	Driveway Pavement	200	Tons	\$ 170.00	\$ 34,000.00
15.	Roadway Filter Fabric	13,000	SY	\$ 0.90	\$ 11,700.00
16.	12" Ø SICPE Underdrain	500	LF	\$ 67.00	\$ 33,500.00
17.	12" Ø SICPE Culvert	520	LF	\$ 63.00	\$ 32,760.00
18.	15" Ø SICPE Culvert	100	LF	\$ 92.00	\$ 9,200.00
19.	18" Ø SICPE Culvert	50	LF	\$ 93.00	\$ 4,650.00
20.	24" Ø SICPE Culvert	50	LF	\$ 115.00	\$ 5,750.00
21.	Loam & Seeding	LS	LS	\$ 39,999.00	\$ 39,999.00
22.	2" Rigid Insulation	200	SF	\$ 3.00	\$ 600.00
23.	Owner's Testing Allowance	All	LS*	\$ 2,000.00	\$ 2,000.00
24.	Mailbox Restorations	5	EA*	\$ 130.00	\$ 650.00

SUBTOTAL BASE BID (IN FIGURES):\$ 1,059,399.00

SUBTOTAL BASE BID (IN WORDS): ONE million FIFTY NINE Thousand Dollars  
Three hundred ninety Nine dollars

## II. ALTERNATE BID

1.	Abandon Remove Existing Pipe & Structures	1	LS	\$ 1,000.00	\$ 1,000.00
2.	Test Pits	6*	EA	\$ 1,000.00	\$ 6,000.00
3.	6" Ø SICPE Drain/Perforated Underdrain	1,000	LF	\$ 30.00	\$ 30,000.00

4. 12" Ø SICPE Underdrain	205	LF	\$ 67.00	\$ 13,735.00
5. Drain Manholes	2	EA	\$ 4,900.00	\$ 9,800.00
6. Catch Basins	2	EA	\$ 2,500.00	\$ 5,100.00
7. 12" Ø SICPE Storm Drain	500	LF	\$ 85.00	\$ 42,500.00

SUBTOTAL ALTERNATE BID (IN FIGURES):\$ \$108,135.00

SUBTOTAL ALTERNATE BID (IN WORDS): ONE hundred eight thousand Dollars

one hundred thirty five dollars

TOTAL BID (IN FIGURES):\$ 1,167,534.00

TOTAL BID (IN WORDS): ONE million one hundred sixty seven

thousand five hundred thirty four Dollars

\*Note: Asterisk indicates indeterminate quantity for bidding comparison.

The TOTAL BID is the basis of determination of low bidder.

The undersigned agrees to the following:

- To furnish all required insurance certificates and bonds within 10 days after formal acceptance of the proposal by the Owner. All insurance certificates and bonds must be furnished before formal execution of the contract by the Owner.
- To substantially complete the work within 180 calendar days and to fully complete the work within 210 calendar days of the formal Notice to Proceed.
- That the Owner may retain liquidated damages of \$750 per day for each day in excess of those mentioned above that the work is not completed as indicated.

The undersigned acknowledges the receipt of the following Addenda:

#1 5-21-20

Date: 5/27/20

Signed: Gary St. Laurent

Name: Gary St. Laurent

Title: PRESIDENT

Representing: ST. LAURENT & SON INC.

Address: 20 Highland Spring Road

LEWISTON, MAINE 04240

Telephone: 207-784-7944

Fax: 207-784-6592

(Seal - if Bid is by Corporation)  
(Also attached Certificate of Authority  
for signatory to execute contract)



PROPOSAL  
PINWOOD ROAD ROADWAY IMPROVEMENTS  
TOWN OF LISBON, MAINE

Town of Lisbon, Maine  
300 Lisbon Street  
Lisbon, Maine 04250

Greetings:

The undersigned, as Bidder on the above indicated Project, declares that the only persons or parties interested as principals in this Bid or in the Contract proposed to be taken, are named herein; that this Bidder has carefully examined the location of the proposed work, the Drawings and Specifications including the Invitation to Bid, Proposal, Contract, and Technical Specifications; and proposes and agrees if this Bid is accepted that he/she will contract to provide all necessary and proper labor, machinery, equipment, facilities, and incidentals, and to do all the Work and furnish all labor and material necessary or proper to carry out the Contract in the manner and time therein set forth, and that he/she will do all other things required and incidental to the completion of the Work.

All entries in the entire proposal have been made clearly and in ink; total prices bid have been written in both words and figures. All items defined in the Contract Documents have been bid upon.

It is understood that this Bid may not be withdrawn within 90 days after the actual date of the opening thereof.

5/27/2020

(Date)



(Signed)

Name: Josh Pratt

Title: President

Representing: J Pratt Construction Inc

Address: 769 Paris Rd  
Hebron Me 04238

# BID FORM

BIDDER agrees to perform all Work as described in these Contract Documents for the following unit prices for the payment items indicated:

ITEM	DESCRIPTION	APPROX. QUANTITY	UNITS	UNIT PRICE	TOTAL PRICE
<b>I. BASE BID</b>					
1.	Clearing and Grubbing	LS	LS	\$ 51,000	\$ 51,000
2.	Traffic Control	LS	LS	\$ 172,299	\$ 172,299
3.	Existing Manhole/Catch Basin Modifications	22	EA	\$ 500	\$ 11,000
4.	Test Pits	6*	EA	\$ 0.01	\$ 0.06
5.	Rip-Rap	200	CY	\$ 65	\$ 13,000
6.	Roadway Excavation	14,000	CY	\$ 13.18	\$ 184,520
7.	Pavement Milling	13,000	SY	\$ 2.49	\$ 32,370
8.	Ledge Excavation and Removal	100*	CY	\$ 200	\$ 20,000
9.	Excavation and Replacement of Unsuitable Fill	300*	CY	\$ 30	\$ 9,000
10.	Roadway Aggregate Subbase	8,000	CY	\$ 18	\$ 144,000
11.	Roadway Aggregate Base	3,500	CY	\$ 25	\$ 87,500
12.	Temporary Erosion Control	LS	LS	\$ 5000	\$ 5000
13.	Roadway Pavement	3,200	Tons	\$ 75.48	\$ 243,136
14.	Driveway Pavement	200	Tons	\$ 163.80	\$ 32,760
15.	Roadway Filter Fabric	13,000	SY	\$ 1.50	\$ 19,500
16.	12" Ø SICPE Underdrain	500	LF	\$ 23	\$ 11,500
17.	12" Ø SICPE Culvert	520	LF	\$ 49.05	\$ 25,506
18.	15" Ø SICPE Culvert	100	LF	\$ 68.72	\$ 6,872
19.	18" Ø SICPE Culvert	50	LF	\$ 103.06	\$ 5,153
20.	24" Ø SICPE Culvert	50	LF	\$ 105.33	\$ 5,266.50
21.	Loam & Seeding	LS	LS	\$ 30,259.25	\$ 30,259.25
22.	2" Rigid Insulation	200	SF	\$ 3.00	\$ 600
23.	Owner's Testing Allowance	All	LS*	\$ 2,000.00	\$ 2,000.00
24.	Mailbox Restorations	5	EA*	\$ 125	\$ 625

SUBTOTAL BASE BID (IN FIGURES): \$ 1,112,866.81

SUBTOTAL BASE BID (IN WORDS): ONE MILLION ONE HUNDRED TWELVE THOUSAND, EIGHT HUNDRED SIXTY SIX EIGHTY ONE CENTS Dollars

## II. ALTERNATE BID

1.	Abandon Remove Existing Pipe & Structures	1	LS	\$ 7,000	\$ 7,000
2.	Test Pits	6*	EA	\$ 0.01	\$ 0.06
3.	6" Ø SICPE Drain/Perforated Underdrain	1,000	LF	\$ 9.83	\$ 9,830



4. 12" Ø SICPE Underdrain	200	LF	\$ <u>16.53</u>	\$ <u>3,306</u>
5. Drain Manholes	2	EA	\$ <u>8,800</u>	\$ <u>17,600</u>
6. Catch Basins	2	EA	\$ <u>3,800</u>	\$ <u>7,600</u>
7. 12" Ø SICPE Storm Drain	500	LF	\$ <u>153.26</u>	\$ <u>76,630</u>

SUBTOTAL ALTERNATE BID (IN FIGURES): \$ 121,966.06

SUBTOTAL ALTERNATE BID (IN WORDS): ONE HUNDRED TWENTY ONE THOUSAND, NINE HUNDRED SIXTY SIX & SIX CENTS Dollars

TOTAL BID (IN FIGURES): \$ 1,234,832.87

TOTAL BID (IN WORDS): ONE MILLION TWO HUNDRED THIRTY FOUR THOUSAND, EIGHT HUNDRED THIRTY TWO & EIGHTY SEVEN CENTS Dollars

\*Note: Asterisk indicates indeterminate quantity for bidding comparison.

The TOTAL BID is the basis of determination of low bidder.

The undersigned agrees to the following:

- To furnish all required insurance certificates and bonds within 10 days after formal acceptance of the proposal by the Owner. All insurance certificates and bonds must be furnished before formal execution of the contract by the Owner.
- To substantially complete the work within 180 calendar days and to fully complete the work within 210 calendar days of the formal Notice to Proceed.
- That the Owner may retain liquidated damages of \$750 per day for each day in excess of those mentioned above that the work is not completed as indicated.

The undersigned acknowledges the receipt of the following Addenda:

#1 Dated 5/21/2020

Date: 5/27/2020

Signed: [Signature]

Name: Josh Pratt

Title: President

Representing: J Pratt Construction Inc

Address: 769 Paris Rd

Hebron Me 04238

Telephone: 207-345-9060

Fax: 207-345-9070

(Seal - if Bid is by Corporation)  
(Also attached Certificate of Authority  
for signatory to execute contract)

# OLVER ASSOCIATES INC.

ENVIRONMENTAL ENGINEERS

June 2, 2020

Ms. Diane Barnes, Town Manager  
Lisbon Town Office  
300 Lisbon Street  
Lisbon, Maine 04250

RE: Phase 2 Sewer Improvements REVISED

Dear Diane:

On May 27, 2020, bids were opened for the Phase 2 Sewer Improvements project. Four bids were received as follow:

CONTRACTOR	ADDRESS	TOTAL BID
Gendron & Gendron	Lewiston, Maine	\$1,130,311.10*
St. Laurent & Son Inc.	Lewiston, Maine	\$1,138,940.00
T. Buck Construction	Turner, Maine	\$1,178,270.00
Crooker Construction	Topsham, Maine	\$1,343,530.00

Attached please find a copy of the bid tabulation which lists all of the bids received. Our initial recommendation had been to award the project to the low bidder Gendron & Gendron. The Gendron bid value above is corrected to the interpreted value based on the unit price of their bid for erosion control. The bidding documents clearly indicate that if in conflict, the unit price times the quantity will rule (see page attached). We previously disregarded this when evaluating Gendron's bid based on their verbal representation at the bid opening that the lower total value was what they intended to use on their bid form. Today they indicated that this was not their intention and that their bid was supposed to be \$100,000 higher than they had totaled it to be.

At this point, Gendron has requested to have their bid withdrawn. The bidding documents state that a contractor may request to withdraw their bid based on legitimate bid error. At this point, it seems appropriate to disregard this lower bid and award the sewer contract to the second bidder which is St Laurent & Son for a price of \$ 1,138,940 contingent on RD approval to do so.



**OLVER ASSOCIATES INC.**

Ms. Diane Barnes, Town Manager

June 2, 2020

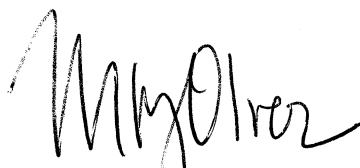
Page 2

There are sufficient funds available in the Rural Development funding package for this project. Given the close range of values of most of the bids received, we feel that the price of the contract represents fair market value for the work.

Please let us know if you have any questions regarding this matter, or if you need any further information at this time.

Very truly yours,

OLVER ASSOCIATES INC.

A handwritten signature in black ink, appearing to read "Mandy Holway Olver". The signature is fluid and cursive, with the first letters of the first and last names being capitalized and prominent.

Mandy Holway Olver P.E., Vice-President  
Construction Services Manager

MHO/sb

1647-2/090

CC: Mr. Steve Aievoli, Operations Manager

## TOWN OF LISBON, MAINE

## May 27, 2020

Item No.	Item Description	Est. QTY	Unit	Gendron & Gendron Inc. Unit Price	Gendron & Gendron Inc. Total Price	St. Laurent & Son Inc Unit Price	St. Laurent & Son Inc Total Price	T. Buck Construction Inc. Unit Price	T. Buck Construction Inc. Total Price	Crooker Construction Inc. Unit Price	Crooker Construction Inc. Total Price
1	Traffic Control	1	LS	\$ 64,135.00	\$ 64,135.00	\$ 58,000.00	\$ 58,000.00	\$ 250,000.00	\$ 250,000.00	\$ 210,000.00	\$ 210,000.00
2	Removal/Disposal Asbestos Piping	1500	LF	\$ 10.52	\$ 15,780.00	\$ 16.00	\$ 24,000.00	\$ 0.01	\$ 15.00	\$ 30.00	\$ 45,000.00
3	Abandon/Remove Sanitary Sewers	1	LS	\$ 32,186.00	\$ 32,186.00	\$ 1,200.00	\$ 1,200.00	\$ 100,000.00	\$ 100,000.00	\$ 71,500.00	\$ 71,500.00
4	Remove/Abandon Manholes/Catchbasins	17	EA	\$ 1,197.00	\$ 20,349.00	\$ 400.00	\$ 6,800.00	\$ 350.00	\$ 5,950.00	\$ 500.00	\$ 8,500.00
5	Existing Manhole/Wet Well Modification	3	EA	\$ 2,512.00	\$ 7,536.00	\$ 1,700.00	\$ 5,100.00	\$ 900.00	\$ 2,700.00	\$ 1,000.00	\$ 3,000.00
6	Test Pits	50	EA	\$ 957.00	\$ 47,850.00	\$ 650.00	\$ 32,500.00	\$ 1.00	\$ 50.00	\$ 500.00	\$ 25,000.00
7	Ledge Excavation and Removal	100	CY	\$ 86.97	\$ 8,697.00	\$ 315.00	\$ 31,500.00	\$ 0.01	\$ 1.00	\$ 300.00	\$ 30,000.00
8	Replacement of Unsuitable Fill	100	CY	\$ 90.80	\$ 9,080.00	\$ 50.00	\$ 5,000.00	\$ 20.00	\$ 2,000.00	\$ 100.00	\$ 10,000.00
9	Temporary Erosion Control	1	LS	\$ 116,316.00	\$ 116,316.00	\$ 55,000.00	\$ 55,000.00	\$ 134,154.00	\$ 134,154.00	\$ 55,500.00	\$ 55,500.00
10	At-Grade Water Service Relocation	1	EA	\$ 3,040.00	\$ 3,040.00	\$ 1,700.00	\$ 1,700.00	\$ 500.00	\$ 500.00	\$ 1,000.00	\$ 1,000.00
11	At-Grade Water Main Relocation	1	EA	\$ 6,720.00	\$ 6,720.00	\$ 6,000.00	\$ 6,000.00	\$ 4,000.00	\$ 4,000.00	\$ 7,500.00	\$ 7,500.00
12	Trench/Driveway/Sidewalk Pavement	700	Tons	\$ 185.59	\$ 129,913.00	\$ 200.00	\$ 140,000.00	\$ 180.00	\$ 126,000.00	\$ 215.00	\$ 150,500.00
13	8" Ø PVC Sewer	1400	LF	\$ 98.85	\$ 138,390.00	\$ 89.00	\$ 124,600.00	\$ 90.00	\$ 126,000.00	\$ 120.00	\$ 168,000.00
14	10" Ø PVC Sewer	800	LF	\$ 104.63	\$ 83,704.00	\$ 145.00	\$ 116,000.00	\$ 95.00	\$ 76,000.00	\$ 135.00	\$ 108,000.00
15	12" Ø PVC Sewer	1400	LF	\$ 107.92	\$ 151,088.00	\$ 185.00	\$ 259,000.00	\$ 100.00	\$ 140,000.00	\$ 140.00	\$ 196,000.00
16	15" Ø PVC Sewer	10	LF	\$ 169.73	\$ 1,697.30	\$ 484.00	\$ 4,840.00	\$ 120.00	\$ 1,200.00	\$ 250.00	\$ 2,500.00
17	4" Ø PVC Building Sewer	900	LF	\$ 81.63	\$ 73,467.00	\$ 88.00	\$ 79,200.00	\$ 76.00	\$ 68,400.00	\$ 80.00	\$ 72,000.00
18	6" Ø PVC Building Sewer	100	LF	\$ 76.16	\$ 7,616.00	\$ 91.00	\$ 9,100.00	\$ 77.00	\$ 7,700.00	\$ 100.00	\$ 10,000.00
19	Vertical Sewer Cleanouts	2	EA	\$ 3,587.00	\$ 7,174.00	\$ 1,000.00	\$ 2,000.00	\$ 500.00	\$ 1,000.00	\$ 750.00	\$ 1,500.00
20	4' Ø Precast Sewer Manhole	16	EA	\$ 5,764.00	\$ 92,224.00	\$ 6,200.00	\$ 99,200.00	\$ 4,000.00	\$ 64,000.00	\$ 5,000.00	\$ 80,000.00
21	5' Ø Precast Sewer Drop Manhole	2	EA	\$ 7,896.00	\$ 15,792.00	\$ 8,550.00	\$ 17,100.00	\$ 5,500.00	\$ 11,000.00	\$ 10,000.00	\$ 20,000.00
22	4' Ø Catchbasin	3	LF	\$ 5,532.00	\$ 16,596.00	\$ 5,500.00	\$ 16,500.00	\$ 4,000.00	\$ 12,000.00	\$ 4,000.00	\$ 12,000.00
23	Loam & Seeding	1	LS	\$ 62,696.00	\$ 62,696.00	\$ 17,000.00	\$ 17,000.00	\$ 24,000.00	\$ 24,000.00	\$ 25,630.00	\$ 25,630.00
24	2" Rigid Insulation	800	SF	\$ 3.08	\$ 2,464.00	\$ 4.00	\$ 3,200.00	\$ 3.00	\$ 2,400.00	\$ 6.25	\$ 5,000.00
25	Clay Dams	2	EA	\$ 589.00	\$ 1,178.00	\$ 3,500.00	\$ 7,000.00	\$ 1,500.00	\$ 3,000.00	\$ 4,200.00	\$ 8,400.00
26	8"/10" Ø Storm Drain	80	LF	\$ 82.02	\$ 6,561.60	\$ 100.00	\$ 8,000.00	\$ 75.00	\$ 6,000.00	\$ 100.00	\$ 8,000.00
27	Bituminous Curb	200	LF	\$ 16.87	\$ 3,374.00	\$ 18.00	\$ 3,600.00	\$ 30.00	\$ 6,000.00	\$ 20.00	\$ 4,000.00
28	Remove and Reset Existing Granite Curb	40	LF	\$ 42.18	\$ 1,687.20	\$ 70.00	\$ 2,800.00	\$ 30.00	\$ 1,200.00	\$ 50.00	\$ 2,000.00
29	Owner's Testing Allowance	1	Allowance	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00
	TOTAL BID			\$	\$ 1,130,311.10		\$ 1,138,940.00		\$ 1,178,270.00		\$ 1,343,530.00
	Corrected math error.										



PROPOSAL  
PHASE 2 SEWER IMPROVEMENTS  
TOWN OF LISBON, MAINE

Town of Lisbon  
300 Lisbon Street  
Lisbon, Maine 04250

Greetings:

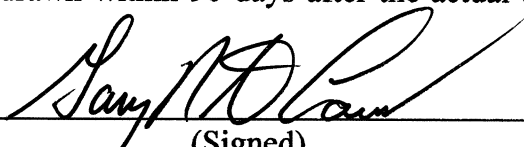
The undersigned, as Bidder on the above indicated Project, declares that the only persons or parties interested as principals in this Bid or in the Contract proposed to be taken, are named herein; that this Bidder has carefully examined the location of the proposed work, the Drawings and Specifications including the Invitation to Bid, Notice to Contractors, Proposal, Notice of Award, Contract, Notice to Proceed, General Conditions, Supplemental General Conditions and Technical Specifications; and proposes and agrees if this Bid is accepted that he/she will contract to provide all necessary and proper labor, machinery, equipment, facilities, and incidentals, and to do all the Work and furnish all labor and material necessary or proper to carry out the Contract in the manner and time therein set forth, and that he/she will do all other things required and incidental to the completion of the Work.

All entries in the entire proposal have been made clearly and in ink; total prices bid have been written in both words and figures. All items defined in the Contract Documents have been bid upon.

It is understood that this Bid may not be withdrawn within 90 days after the actual date of the opening thereof.

5/27/2020

(Date)

  
(Signed)  
Name: Gary St. Laurent  
Title: President  
Representing: St. Laurent and Son, Inc.  
Address: 20 Highland Spring Rd  
Lewiston, Maine 04240

# BID FORM

BIDDER agrees to perform all Work as described in these Contract Documents for the following unit prices for the payment items indicated:

ITEM	DESCRIPTION	APPROX. QUANTITY	UNITS	UNIT PRICE	TOTAL PRICE	
1.	Traffic Control		LS	LS	\$ <u>58,000<sup>00</sup></u>	\$ <u>58,000<sup>00</sup></u>
2.	Removal/Disposal Asbestos Piping	1500*		LF	\$ <u>16<sup>00</sup></u>	\$ <u>24,000<sup>00</sup></u>
3.	Abandon/Remove Sanitary Sewers	1		LS	\$ <u>1,200<sup>00</sup></u>	\$ <u>1,200<sup>00</sup></u>
4.	Remove/Abandon Manholes/Catchbasins	17		EA	\$ <u>400<sup>00</sup></u>	\$ <u>6,800<sup>00</sup></u>
5.	Existing Manhole Modification/ Wet Well Modification	3		EA	\$ <u>1,700<sup>00</sup></u>	\$ <u>5,100<sup>00</sup></u>
6.	Test Pits	50*		EA	\$ <u>650<sup>00</sup></u>	\$ <u>32,500<sup>00</sup></u>
7.	Ledge Excavation and Removal	100*		CY	\$ <u>315<sup>00</sup></u>	\$ <u>31,500<sup>00</sup></u>
8.	Replacement of Unsuitable Fill	100*		CY	\$ <u>50<sup>00</sup></u>	\$ <u>5,000<sup>00</sup></u>
9.	Temporary Erosion Control		LS	LS	\$ <u>55,000<sup>00</sup></u>	\$ <u>55,000<sup>00</sup></u>
10.	At-grade Water Service Relocation	1*		EA	\$ <u>1,700<sup>00</sup></u>	\$ <u>1,700<sup>00</sup></u>
11.	At-grade Water Main Relocation	1*		EA	\$ <u>6,000<sup>00</sup></u>	\$ <u>6,000<sup>00</sup></u>
12.	Trench/Driveway/Sidewalk Pavement	700		Tons	\$ <u>200<sup>00</sup></u>	\$ <u>140,000<sup>00</sup></u>
13.	8" Ø PVC Sewer	1400		LF	\$ <u>89<sup>00</sup></u>	\$ <u>124,600<sup>00</sup></u>
14.	10" Ø PVC Sewer	800		LF	\$ <u>145<sup>00</sup></u>	\$ <u>116,000<sup>00</sup></u>
15.	12" Ø PVC Sewer	1400		LF	\$ <u>185<sup>00</sup></u>	\$ <u>259,000<sup>00</sup></u>
16.	15" Ø PVC Sewer	10		LF	\$ <u>484<sup>00</sup></u>	\$ <u>4,840<sup>00</sup></u>
17.	4" Ø PVC Building Sewer	900		LF	\$ <u>88<sup>00</sup></u>	\$ <u>79,200<sup>00</sup></u>
18.	6" Ø PVC Building Sewer	100		LF	\$ <u>91<sup>00</sup></u>	\$ <u>9,100<sup>00</sup></u>
19.	Vertical Sewer Cleanouts	2*		EA	\$ <u>1,000<sup>00</sup></u>	\$ <u>2,000<sup>00</sup></u>
20.	4' Ø Precast Sewer Manhole	16		EA	\$ <u>6,200<sup>00</sup></u>	\$ <u>99,200<sup>00</sup></u>
21.	5' Ø Precast Sewer Drop Manhole	2		EA	\$ <u>8,550<sup>00</sup></u>	\$ <u>17,100<sup>00</sup></u>
22.	4' Ø Catchbasin	3		EA	\$ <u>5,500<sup>00</sup></u>	\$ <u>16,500<sup>00</sup></u>
23.	Loam & Seeding		LS	LS	\$ <u>17,000<sup>00</sup></u>	\$ <u>17,000<sup>00</sup></u>
24.	2" Rigid Insulation	800*		SF	\$ <u>4<sup>00</sup></u>	\$ <u>3,200<sup>00</sup></u>
25.	Clay Dams	2		EA	\$ <u>3,500<sup>00</sup></u>	\$ <u>7,000<sup>00</sup></u>
26.	8"/10" Ø Storm Drain	80		LF	\$ <u>100<sup>00</sup></u>	\$ <u>8,000<sup>00</sup></u>
27.	Bituminous Curb	200		LF	\$ <u>18<sup>00</sup></u>	\$ <u>3,600<sup>00</sup></u>
28.	Remove and Reset Existing Granite Curb	40		LF	\$ <u>70<sup>00</sup></u>	\$ <u>2,800<sup>00</sup></u>
29.	Owner's Testing Allowance	All		LS*	\$ <u>3,000.00</u>	\$ <u>3,000.00</u>

TOTAL BID (IN FIGURES):\$ 1,138,940<sup>00</sup>

TOTAL BID (IN WORDS): one million one hundred thirty eight thousand  
nine hundred forty

Dollars



\*Note: Asterisk indicates indeterminate quantity for bidding comparison.

The undersigned agrees to furnish all required insurance certificates and bonds within 10 days after formal acceptance of the proposal by the Owner as signified by issuance of Notice of Award. All insurance certificates and bonds must be furnished before formal execution of the contract by the Owner.

The undersigned agrees to the following:

- a. To substantially complete the work within 150 calendar days and to complete the work within 180 calendar days of the formal Notice to Proceed.
- b. That the Owner may retain liquidated damages of \$750 per day for each day in excess of those mentioned above that the work is not completed as indicated.
- c. To provide materials and documentation in compliance with all American Iron and Steel requirements.

The undersigned has attached the following documents to their bid:

- a. Bid Bond
- b. RUS Compliance Forms (Attachment C of the Supplementary Conditions)

The undersigned acknowledges the receipt of the following Addenda:

#1 May 21, 2020

Date: May 27, 2020

Signed: 

Name: Gary St. Laurent

Title: President

Representing: St. Laurent and Son, Inc

Address: 20 Highland Spring Rd

Lewiston, ME 04240

Telephone: 207-784-7944

Fax: 207-784-6592

Email: Gary@stlaurentandson.com

(Seal - if Bid is by Corporation)  
(Also attached Certificate of Authority  
for signatory to execute contract)

ST. LAURENT & SON, INC.

Written Consent of Sole Shareholder

The undersigned, being the sole shareholder of St. Laurent & Son, Inc., pursuant to 13- C M.R.S.A. '§ 704, 822, hereby takes the following action by his unanimous written consent.

VOTED: To authorize Gary St. Laurent in his capacity as President to deliver and make on behalf of the corporation, in any manner he deems necessary or sufficient, oral or written (i) bids on work , projects or jobs; (ii) proposals to work or perform certain projects, jobs, or services; or, (iii) offers to perform any work, services, agreement, or contract; and, Gary St. Laurent in his capacity as President is authorized to execute and deliver any additional documents, agreements, or instruments in a form and substance approved by him necessary or appropriate to contractually bind the corporation with regards to any offer, proposal, or bid made by him.

Dated \_January 1, 2014

Gary St. Laurent, Shareholder

State of incorporation: Maine

A handwritten signature in black ink, appearing to read 'Gary St. Laurent', written in a cursive style.

Corporate address:

St.Laurent & Son Inc.  
20 Highland Spring Road  
Lewiston, Maine  
04240



# AIA Document A310™ – 2010

## Bid Bond

### CONTRACTOR:

*(Name, legal status and address)*

**ST. LAURENT & SON, INC.**  
20 HIGHLAND SPRING ROAD  
LEWISTON, ME 04240

### SURETY:

*(Name, legal status and principal place of business)*

**THE OHIO CASUALTY INSURANCE COMPANY**  
175 RUNNING HILL ROAD  
SOUTH PORTLAND, ME 04106

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

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

### OWNER:

*(Name, legal status and address)*

**TOWN OF LISBON**  
300 Lisbon Street  
Lisbon, ME 04250

**BOND AMOUNT: FIVE PERCENT OF ATTACHED BID (5%)**

**BOND NUMBER: STLAURENT677**

### PROJECT: PHASE 2 SEWER IMPROVEMENTS, LISBON, ME

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

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

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

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

Signed and sealed this **22nd** day of **May**, 2020.

es 2.2  
(Witness)

Trina Esmar  
(Witness)

ST. LAURENT & SON, INC.  
(Principal)

(Title)

THE OHIO CASUALTY INSURANCE COMPANY  
(Surety)

(Title) HEIDI RODZEN, ATTORNEY-IN-FACT

(Seal)

(Seal)

**CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured**

Init.





This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

Certificate No: **8201360-012009**

## POWER OF ATTORNEY

**KNOWN ALL PERSONS BY THESE PRESENTS:** That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Joline L. Binette; Melanie A. Bonnevie; Nancy L. Castonguay; Heidi Rodzen; Robert E. Shaw, Jr.

all of the city of Lewiston state of ME each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

**IN WITNESS WHEREOF,** this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 4th day of June, 2019.



Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

By:

*David M. Carey*  
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss  
County of MONTGOMERY

On this 4th day of June, 2019 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

**IN WITNESS WHEREOF,** I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Teresa Pastella, Notary Public  
Upper Merion Twp., Montgomery County  
My Commission Expires March 28, 2021  
Member, Pennsylvania Association of Notaries

By:

*Teresa Pastella*  
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

### ARTICLE IV – OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

### ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation** – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization** – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

**IN TESTIMONY WHEREOF,** I have hereunto set my hand and affixed the seals of said Companies this 22ND day of MAY, 2020



By:

*Renee C. Llewellyn*  
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

COMPLIANCE STATEMENT

This statement relates to a proposed contract with Town of Lisbon

(Name of borrower or grantee)

who expects to finance the contract with assistance from either the Rural Housing Service (RHS), Rural Business-Cooperative Service (RBS), or the Rural Utilities Service (RUS) or their successor agencies, United States Department of Agriculture (whether by a loan, grant, loan insurance, guarantee, or other form of financial assistance). I am the undersigned bidder or prospective contractor, I represent that:

1. ☒ I have, ☐ have not, participated in a previous contract or subcontract subject to Executive 11246 (regarding equal employment opportunity) or a preceding similar Executive Order.
2. If I have participated in such a contract or subcontract, ☒ I have, ☐ have not, filed all compliance reports that have been required to file in connection with the contract or subcontract.

If the proposed contract is for \$50,000 or more and I have 50 or more employees, I also represent that:

3. ☒ I have, ☐ have not previously had contracts subject to the written affirmative action programs requirements of the Secretary of Labor.
4. If I have participated in such a contract or subcontract, ☒ I have, ☐ have not developed and placed on file at each establishment affirmative action programs as required by the rules and regulations of the Secretary of Labor.

I understand that if I have failed to file any compliance reports that have been required of me, I am not eligible and will not be eligible to have my bid considered or to enter into the proposed contract unless and until I make an arrangement regarding such reports that is satisfactory to either the RHS, RBS or RUS, or to the office where the reports are required to be filed.

I also certify that I do not maintain or provide for my employees any segregated facilities at any of my establishments, and that I do not permit my employees to perform their services at any location, under my control, where segregated facilities are maintained. I certify further that I will not maintain or provide for my employees any segregated facilities at any of my establishments, and that I will not permit my employees to perform their services at any location, under my control, where segregated facilities are maintained. I agree that a breach of this certification is a violation of the Equal Opportunity clause in my contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and wash rooms, restaurants and other eating areas time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise. I further agree that (except where I have obtained identical certifications for proposed subcontractors for specific time periods) I will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause; that I will retain such certifications in my files; and that I will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods): (See Reverse).

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays the valid OMB control number. The valid OMB control number for this information collection is 0575-0018. The time required to complete this information collection is estimated to average 10 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

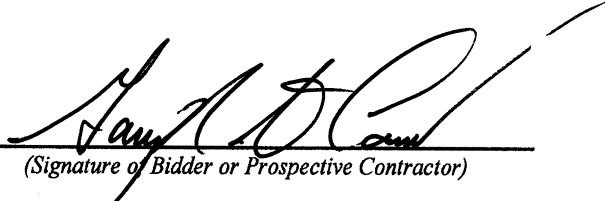
**NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENTS FOR  
CERTIFICATIONS OF NON-SEGREGATED FACILITIES**

A certification of Nonsegregated Facilities, as required by the May 9, 1967, order (32F.R. 7439, May 19, 1967) on Elimination of Segregated Facilities, by the Secretary of Labor, must be submitted prior to the award of a subcontract exceeding \$ 10,000 which is not exempt from the provisions of the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

Date

5/27/2020

  
(Signature of Bidder or Prospective Contractor)

Lewiston, ME 04240

Address (including Zip Code)



## U.S. DEPARTMENT OF AGRICULTURE

### CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION - LOWER TIER COVERED TRANSACTIONS

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

#### (BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

St. Laurent and Son, Inc.  
Organization Name

Phase 2 Sewer Improvements  
PR/Award Number or Project Name

Gary St. Laurent, President  
Name(s) and Title(s) of Authorized Representative(s)

  
Signature(s)

5/27/2020  
Date

### **Instructions for Certification**

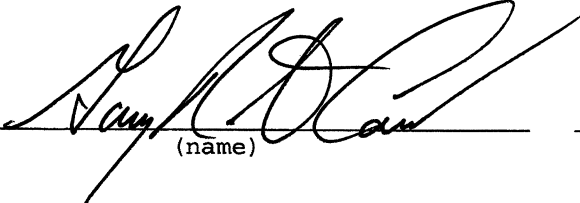
1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the reverse side in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transactions," "debarred," "suspended," "ineligible," "lower tier covered transactions," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

CERTIFICATION FOR CONTRACTS, GRANTS AND LOANS

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant or Federal loan, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant or loan.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant or loan, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including contracts, subcontracts, and subgrants under grants and loans) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

  
\_\_\_\_\_  
(name)

5/27/2020  
\_\_\_\_\_  
(date)

President  
\_\_\_\_\_  
(title)

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# MEMORANDUM

TO: Diane Barnes, Town Manager  
 FROM: Brett Richardson, Economic & Community Development Director (ECD)  
 SUBJECT: Business Use of Public Space in Lisbon's Downtowns to Adapt to Covid 19  
 DATE: May 28, 2020

The Covid-19 pandemic and resulting closure of "non-essential" businesses has created significant challenges for Lisbon businesses. While local employers are developing plans to resume operations consistent with the State of Maine's policies outlined in the Mills Administration's *Restarting Maine's Economy* plan, ECD has been in discussions with local businesses and Town Departments to develop plans to enable Lisbon businesses to temporarily use public space adjacent to their business for outdoor sales and service. Allowing businesses to use public outdoor spaces in a safe and organized manner will:

- Assist local employers to adapt to an uncertain business climate created by Covid-19
- Boost consumer confidence to dine and shop by providing ample space for social distancing
- Create safe opportunities for the community to gather
- Promote Lisbon as a business-friendly community

An optimal adaptation strategy will include semi-permanent practices that require minimal Town resources to manage and allow businesses to use adjacent public spaces on a predictable, regular daily schedule; combined with intermittent larger gatherings to serve as safe community celebrations and potentially large revenue events for businesses. Following are four approaches that can be implemented individually or in combination:

1. Enable businesses to use the entire sidewalk on the west side of Main Street and close the adjacent parallel parking lane to vehicles to accommodate pedestrian movement. This simple, semi-permanent solution would allow businesses to use the full breadth of the 9' Main Street sidewalk for table service and retail displays, while having comparatively minimal impact on downtown parking and requiring limited Town resources for ongoing management. Closure of the parallel parking lane would be achieved by using traffic control cones and reflective barrels commonly used during road construction projects. Since the adjacent sidewalk would be considered an extension of existing premises for Main Street restaurants, insurance and licensing will be comparatively simple.
2. Install a large tent on the Municipal Lot at 11 Main Street (Lot U05-032) for shared use by local businesses. This semi-permanent solution would allow local restaurants to offer regular, predictable service under cover from the elements. This approach would require limited Town resources for ongoing management, but the tent rental expense is significant. Trade-offs for local restaurants include extra logistics to transport and serve food across Main Street, and additional insurance and licensing would be required because the tent would not be considered an extension of their current premises. Per month tent rental costs range from \$14,000 per month for a 60' x 120' tent to \$24,000 per month for an 80' x 150' tent. This option would eliminate comparatively more downtown parking than other options.

3. Endorse business use on 5' of existing Main Street sidewalk while leaving the remaining 4' for pedestrian movement. This simple, semi-permanent option would allow businesses to extend their existing premises to the sidewalk without eliminating any downtown parking spaces. The outdoor space gained for business use is comparatively small and this approach is best suited to compliment the resumption of limited indoor dining. Limited indoor dining was scheduled to resume in Lisbon on June 1 before the ban on indoor dining was extended indefinitely on May 27<sup>th</sup>.
4. Temporary closures of Main Street to create a pedestrian mall. A weekly or monthly closure of Main Street offers the opportunity to attract media coverage and promote Lisbon as a forward-thinking, business friendly community, while also offering a special celebratory occasion(s) for the community to gather. Closing Main Street on an intermittent basis will require minimal Town staff resources per occurrence. Closure would likely occur from roughly 4pm to 10pm. Police, Fire, Public Works, and Parks and Recreation Departments are supportive and willing to assist with a simple, "soft launch" pilot Main Street closure on Thursday, June 25<sup>th</sup>.

ECD is prepared to help coordinate the implementation of any or all of the above-mentioned approaches to assist the Lisbon community to adapt during this unprecedented time.

**EMERGENCY ORDINANCE TO PROMOTE PHYSICAL DISTANCING  
AND BUSINESS OPERATIONS IN VILLAGE AREAS**

**WHEREAS**, there is currently an outbreak of novel coronavirus disease 2019 (“COVID-19”), a respiratory illness, first detected in Wuhan City, Hubei Province, China, and it has expanded to locations around the world, , including the United States, the State of Maine and Androscoggin County;

**WHEREAS**, on January 31, 2020, the United States Secretary of Health and Human Services announced a nationwide public health emergency to respond to COVID- 19; and

**WHEREAS**, on March 11, 2020, the World Health Organization (the “WHO”) declared that global health crisis involving COVID-19 is a pandemic; and

**WHEREAS**, on March 12, 2020, the State of Maine identified and confirmed its first case of COVID-19; and

**WHEREAS**, COVID-19 has been detected in hundreds of thousands of people worldwide and is primarily spread from person to person; and

**WHEREAS**, COVID-19 is easily transmitted, especially in group settings, and it is essential that the spread of the virus be slowed to protect the ability of public and private health care providers to handle the influx of new patients and safeguard public health and safety; and



**WHEREAS**, Governor Janet T. Mills has issued executive orders restricting operations of dining and retail establishments during the pandemic; and

**WHEREAS**, the Constitution of Maine, Article VIII, Part Second and 30-A M.R.S. § 3009 empowers municipalities with broad authority to enact ordinances affecting life, health, or safety, including ordinances relating to pedestrian and vehicular traffic on City streets; and

**WHEREAS**, during this state of emergency, the Town of Lisbon must consider the welfare of its businesses while protecting the health and welfare of its citizens; and

**WHEREAS**, in light of the foregoing, the Town Council deems it proper and necessary to adopt an emergency ordinance relating to traffic, parking, and outdoor dining and retail service in the Town's village areas for the purposes of allowing businesses to reopen or continue operating without undue hardship while also maximizing physical distancing;

**NOW THEREFORE, be it ordained by the Town Council of the Town of Lisbon, that the following temporary emergency ordinance is enacted:**

#### **TEMPORARY EMERGENCY ORDINANCE**

1. The Police Chief in consultation with the Town Manager is authorized to temporarily close all or a portion of the following streets to through traffic, as determined necessary to protect the health and safety of pedestrians, employees and patrons of local businesses, and other members of the public, including by promoting effective physical distancing: Main Street in Lisbon Falls between Lisbon Street (Rt. 196) and Union Street, and Village Street in Lisbon Village between Lisbon Street (Rt. 196) and Fillion Street (collectively the "Village Areas").
2. The Police Chief in consultation with the Town Manager is authorized to close on street parking spaces in the Village Areas as he deems necessary and appropriate to protect the public health and safety, including in order to allow safe passage of pedestrians when sidewalks are utilized for outdoor dining or retail.
3. The Town Manager or her designee may promulgate rules and regulations relating to temporary street and parking closures under this ordinance as necessary to protect public health and safety. Access required under the Americans with Disabilities Act shall be maintained.

4. Town ordinances and regulations related to the operation and licensing of dining and retail services shall be temporarily suspended in order to allow display, storage, or sale of merchandise on sidewalks or closed streets or parking spaces in the Village Areas, and sale, service, and consumption of food and/or drinks, including alcoholic beverages, on adjacent sidewalks in the Village Areas, subject to the following:
  - a. All retail or food establishment operations must be in accordance with existing ordinances and licensing requirements unless the Town has issued a temporary permit pursuant to the authority granted herein.
  - b. Food service establishments with frontage on Main Street or Village Street in the Village Areas may be authorized to add or expand their premises with outdoor dining on adjacent sidewalks during defined time periods by obtaining a temporary permit in accordance with temporary rules and regulations adopted by the Town Manager. Any food service establishment with frontage on Main Street or Village Street in the Village Areas may apply to the Town Clerk's office for a temporary permit authorizing outdoor dining on adjacent sidewalks.
  - c. Retail establishments with frontage on Main Street or Village Street in the Village Areas may be authorized to add or expand their premises with retail sales on adjacent sidewalks or closed streets or parking spaces during defined time periods by obtaining a temporary permit in accordance with temporary rules and regulations adopted by the Town Manager. Any retail establishment with frontage on Main Street or Village Street in the Village Areas may apply to the Town Clerk's office for a temporary permit authorizing outdoor retail sales on adjacent sidewalks or closed streets or parking spaces.
  - d. Other applicants desiring to offer goods for retail sale that are not offered by existing businesses in the immediate proximity of the Village Areas may apply for a temporary permit authorizing outdoor retail sales on closed streets or parking spaces in the Village Areas.
  - e. The number, location, hours, requirements and permitting fees for outdoor dining or retail sales in the Village Areas pursuant to this ordinance will be governed by rules and regulations adopted by the Town Manager. The Town Council hereby authorizes the Town Manager, the Police Chief or their designees to execute any related documents necessary or convenient to carry out the intent of this Ordinance.

5. Violation of or failure to comply with this ordinance is punishable by a fine of \$500.00 per occurrence plus the costs of prosecution.
6. If any provision of this ordinance or its application to any person or circumstance is held to be invalid, then the remainder of the ordinance, including the application of such part or provision to other persons or circumstances, shall not be affected and shall continue in full force and effect. To this end, the provisions of this Emergency ordinance are severable.

### **Emergency Declaration**

The Town Council declares the existence of an emergency because the Code of Ordinances is insufficient to prevent serious harm to public health and safety. This amendment shall be enacted as an emergency ordinance under Section 2.08(b) of the Town Charter. It shall be effective as an emergency ordinance immediately upon enactment and shall remain in effect through the ninetieth (90<sup>th</sup>) day following the date on which it is adopted, unless finally adopted as a regular ordinance within that time.

Proposed: June 2, 2020

Approved: \_\_\_\_\_ (EMERGENCY)