



Town of Hermon

Public Safety Meeting Room

August 17, 2017

Town Council Meeting

7:00 PM

AGENDA

Council Meetings may be viewed live online and are archived after the meeting has taken place – check hermon.net for link.

*****ALL ITEMS ARE SUBJECT TO APPROPRIATE COUNCIL ACTION*****

- I. CALL TO ORDER BY CHAIRPERSON**
- II. PLEDGE OF ALLEGIANCE**
- III. ROLL CALL**
- IV. REVIEW CONSENT CALENDAR: REGULAR BUSINESS, APPOINTMENTS, SIGNATURES, And APPROVAL OF MINUTES:**
- V. NEWS, PRESENTATIONS AND RECOGNITIONS**
- VI. PUBLIC ITEMS OR COMMENTS *(Items Not Already on Agenda)***
- VII. PUBLIC HEARINGS**
- VIII. COMMITTEE REPORTS**
- IX. SCHEDULED AGENDA ITEMS**
 - A. OLD BUSINESS**
 - #1. Consider Approving Guaranteed Maximum Price for School Construction Project**
 - #2. Consider Approving Guaranteed Maximum Price for Recreation Construction Project**
 - #3. Reconsider tabled request for \$445K for site work costs from the July 27, 2017 Council Meeting**
 - #4. Consider Authorization of 3rd payment for School Construction Project.**
 - #5. Consider Authorization of 3rd payment for Rec Construction Project.**



B. NEW BUSINESS

- #6. Consider Authorization of payment for work completed on Route #2.**
- #7. Consider Awarding Bog Road Drainage Improvement Bid.**
- #8. Consider Awarding Copper Ridge Drainage Improvement Bid.**
- #9. Consider Awarding Klatte Road Drainage Improvement Bid.**
- #10. Consider Awarding Freedom Park Maintenance Improvement Bid.**
- #11. Review proposed TIF (Landscape Supply Center)
Consider scheduling a Public Hearing.**
- #12. Review proposed TIF (The Shop Inc.)
Consider scheduling a Public Hearing.**

C. WORKSHOPS

D. OTHER ITEMS (from Table Package)

X. APPOINTMENTS

XI. MANAGER STATUS REPORT:

XII. FINAL PUBLIC ITEMS OR COMMENT (*Items Not Already on Agenda*)

XIII. COUNCIL ITEMS:

XIV. EXECUTIVE SESSION:

XV. ADJOURNMENT:

Explanatory note #1: All items in the CONSENT CALENDAR are considered routine and are proposed for adoption by the Town Council with one motion without DISCUSSION or deliberation. If DISCUSSION on any item is desired, any member of the Council or public may request the removal of an item for it to be placed in the regular agenda prior to the motion to approve the Consent Agenda.

Explanatory Note #2: In the interest of effect decision-making: At 10:00 p.m., the Chairman shall poll the Council and Town Manager to identify remaining items which shall be carried forward to the next Regular Meeting.

Explanatory Note #3: A Councilor who feels the need for the Council excusing his/her absence will make the request to the Town Manager or the Town Clerk prior to the meeting.

MEMORANDUM

To: Members of the Hermon Town Council
From: Howard Kroll, Town Manager
Re: 17 August 2017 Town Council Meeting
Date: 11 August 2017

#1. Consider- Accepting the Guaranteed Maximum Price submitted by Dunbar and Brawn for construction services of the Patricia A. Duran Elementary School for school addition and renovation of space within the school for School Construction purposes.

Staff is seeking Town Council approval to accept the Guaranteed Maximum Price for the School construction project. The price is \$_____ (available by 16 August 17).

#2. Consider- Accepting the Guaranteed Maximum Price submitted by Dunbar and Brawn for construction services of the Patricia A. Duran Elementary School for school addition and renovation of space within the school for Recreation Department purposes.

Staff is seeking Town Council approval to accept the Guaranteed Maximum Price for the Recreation construction project. The price is \$_____ (available by 16 August 17).

#3. Reconsider – Authorizing Town Manager to spend \$455,183.00 from the School Capital Reserve Account (HERM21) toward the Elementary School project

Staff is seeking Town Council authorization to spend \$455,183.00 from the School Capital Reserve Account (HERM21) toward the purchase of site and concrete construction services for the Elementary School construction project at the Patricia A. Duran Elementary School. The intent is to begin site and concrete work as soon as possible to minimize increased winter construction costs. The cost of this work will ultimately be rolled into a GMP from Dunbar & Brawn Construction.

Invoice #4 yet to be submitted to cover this expense.

Town Manager recommends further discussion on this request considering there is no GMP in hand.

#4 Consider – Authorizing Town Manager to spend \$74,450.25 from the School Capital Reserve Account (HERM21) toward the Elementary School project

Staff is seeking Town Council authorization to spend \$74,450.25 from the School Capital Reserve Account (HERM21) toward the purchase of engineering services for the Elementary School construction project at the Patricia A. Duran Elementary School.

Town Manager recommends authorization.

#5. Consider- Authorizing Town Manager to spend \$10,171.20 from the Recreation Reserve Account(HERM09) toward the Recreation Department construction project

Staff is seeking Town Council authorization to spend \$10, 171.20 from the Recreation Reserve (HERM09) toward the purchase of engineering services for the Recreation Department construction project at the Patricia A. Duran Elementary School.

Town Manager recommends authorization.

#6 Consider- Obtaining Town Council approval to compensate Plymouth Engineering for Route 2 work completed outside of the contract.

Staff is seeking Town Council's authorization to pay Plymouth Engineering an amount not to exceed _____ from the TIF Revenue Account that were outside of the original Route 2 contract.

Town Manager recommends Town Council approval.

7. Consider- Awarding bid from Qualified Contractor to install Drainage Improvements on the Bog Road

Staff is seeking Town Council award bid from qualified contractors to install drainage improvements on the Bog Road. Bids were accepted until Tuesday, 15 August 2017 @ 4:00 p.m.

The bid is recommended to be awarded to _____ for \$_____. Proceeds will come from the Highway Reserve Account (HERM06)

Town Manager recommends authorization.

8. Consider- Awarding bid from Qualified Contractor to install Drainage Improvements on Copper Ridge Drive

Staff is seeking Town Council award bid from qualified contractors to install drainage improvements on the Copper Ridge Drive. Bids were accepted until Tuesday, 15 August 2017 @ 4:00 p.m.

The bid is recommended to be awarded to _____ for \$_____. Proceeds will come from the Highway Reserve Account (HERM06)

Town Manager recommends authorization.

9. Consider- Awarding bid from Qualified Contractor to install Drainage Improvements on the Klatt Road

Staff is seeking Town Council award bid from qualified contractors to install drainage improvements on the Klatt Road. Bids were accepted until Tuesday, 15 August 2017 @ 4:00 p.m.

The bid is recommended to be awarded to _____ for \$_____. Proceeds will come from the Highway Reserve Account (HERM06)

Town Manager recommends authorization.

10. Consider- Awarding bid from Qualified Contractor to performance maintenance Improvements in Freedom Industrial Park

Staff is seeking Town Council award bid from qualified contractors to perform maintenance improvements in Freedom Industrial Park. Bids were accepted until Tuesday, 15 August 2017 @ 4:00 p.m.

The bid is recommended to be awarded to _____ for \$_____. Proceeds will come from the Economic Development Reserve Account (HERM16)

Town Manager recommends authorization.

#11. Consider- Reviewing a PROPOSED Tax Increment Finance (TIF) District for Landscape Supply Center (Map 8/Lot 32) and schedule a Public Hearing on 21 September 2017

Town of Hermon Staff is seeking Town Council's consideration to review a PROPOSED Tax Increment Finance (TIF) District for Landscape Supply Center and if acceptable move forward with the process as dictated by State Statute.

In addition staff is seeking to have the Town Council to schedule a public hearing and potential approval at the next Town Council meeting scheduled for Thursday, 21 September 2017.

Town Manager recommends Town Council consider the proposed TIF District creation and further authorization to hold a future public hearing at the Thursday, 21 September 2017 meeting.

#12. Consider- Reviewing a PROPOSED Tax Increment Finance (TIF) District for The Shop, Inc. (Map 28/Lot 5) and schedule a Public Hearing on 21 September 2017

Town of Hermon Staff is seeking Town Council's consideration to review a PROPOSED Tax Increment Finance (TIF) District for The Shop, Inc. and if acceptable move forward with the process as dictated by State Statute.

In addition staff is seeking to have the Town Council to schedule a public hearing and potential approval at the next Town Council meeting scheduled for Thursday, 21 September 2017.

Town Manager recommends Town Council consider the proposed TIF District creation and further authorization to hold a future public hearing at the Thursday, 21 September 2017 meeting.

APPLICATION AND CERTIFICATION FOR PAYMENT

TO: Town of Hermon 333 Billings Rd Hermon, ME 04401
 PROJECT: Hermon Elementary
 APPLICATION NO: 3
 D&B Job #: 1706
 FROM: Dunbar & Brawn Construction 223 Hildreth St Bangor, Maine 04401
 ARCHITECT: Carpenter Associates 687 Stillwater Ave Old Town, ME 04468
 FROM: # 4. 8-17-17
 FROM: 18-Jul-17
 TO: 7-Aug-17
 Contract Date: May 1, 2017
 Invoice Date: 07-Aug-17
 Distribution to: [x] OWNER [x] ARCHITECT [] CONTRACTOR

CONTRACTOR'S APPLICATION FOR PAYMENT

CHANGE ORDER SUMMARY		
Change Orders approved in previous months by Owner	ADDITIONS	DEDUCTIONS
	\$0.00	\$0.00
Approved this Month		
Number	Date Approved	
TOTALS		\$0.00
		\$0.00

NET CHANGE BY CHANGE ORDERS

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief, the work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

Contractor: DUNBAR & BRAUN CONSTRUCTION

Submitted By: *W.S. B*
 Alan E. Brawn, VP

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

Application is made for Payment, as shown below, in connection with the Contract Continuation Sheet, AIA Document G703, is attached.

- 1. ORIGINAL CONTRACT SUM..... \$305,000.00
- 2. Net change by All Revisions \$0.00
- 3. CONTRACT SUM TO DATE (Line 1+2)..... \$305,000.00
- 4. TOTAL COMPLETED AND STORED..... \$228,375.00
 - A. TOTAL COMPLETED TO DATE..... \$228,375.00
 - B. TOTAL STORED TO DATE..... \$0.00
- 5. RETAINAGE:
 - a. 2.2% of completed work \$228,375.00
 - b. 2.2% of Stored Material \$0.00
- TOTAL RETAINAGE (Line 5A + 5B)..... \$0.00
- TOTAL EARNED LESS RETAINAGE..... \$5,024.25
- 6. TOTAL EARNED LESS RETAINAGE..... \$223,350.75
 (Line 4 less Line 5 total)
- 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)..... \$148,900.50
- 8. CURRENT PAYMENT DUE..... \$74,450.25
- 9. BALANCE TO FINISH, PLUS RETAINAGE..... \$81,649.25

Wendy J Clancy
WENDY J CLANCY
 Notary Public - Maine
 My Commission Expires
 December 9, 2021

AMOUNT CERTIFIED..... \$74,450.25
 (Attach explanation if amount certified differs from the amount applied for.)
 ARCHITECT, OWNER OR OWNER'S REPRESENTATIVE

By: _____ Date: _____
 This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CONTINUATION SHEET

Contractor's signed Certification is attached.

In tabulation below, amounts are stated to the nearest dollar.

Use column I on Contracts where variable retainage for line items may apply.

Invoice Date 7-Aug-17

Hermon Elementary

0

11/25/2013

2/16/2014

A ITEM NO.	B DESCRIPTION OF WORK	C Harriman Schedule of Values		D WORK COMPLETED FROM PREVIOUS THIS PERIOD APPLICATION		E MATERIALS PRESENTLY STORED		F TOTAL COMPLETED AND STORED		G % 12/11/2013		H BALANCE TO FINISH (C - G)
	CA Pre-Con	\$302,500.00		\$151,250.00		\$75,625.00	\$0.00	\$226,875.00	75%		\$75,625.00	
	D&B Pre-Con	\$2,500.00		\$1,000.00		\$500.00	\$0.00	\$1,500.00	60%		\$1,000.00	
	Total	\$305,000.00		\$152,250.00		\$76,125.00	\$0.00	\$228,375.00	75%		\$76,625.00	
	<i>Original Contract Total</i>			\$305,000.00								

CO#	PCO #	C		D		E		F		G		H
Contract Revisions												
		\$0.00		\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	0%		\$0.00
		\$0.00		\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	0%		\$0.00
		\$0.00		\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	0%		\$0.00
		\$0.00		\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	0%		\$0.00
	Total Revisions	\$0.00		\$0.00		\$0.00	\$0.00	\$0.00	\$0.00			\$0.00

CONDITIONAL WAIVER OF LIEN

Town of Hermon
Elementary School

The **Undersigned** has been employed to furnish labor and/or material for the premises owned by **Town of Hermon** and located on or about **333 Billings Rd, Hermon, ME 04401** (the "Premises"); and

The **Undersigned**, upon receipt of the sum of **\$74,450.25** does hereby **WAIVE and RELEASE** any and all lien, right of lien or claim of whatsoever kind or character on said described Premises, including, without limitation, all buildings, improvements, etc. on account of any and all labor or material, or both, furnished for or incorporated into the Premises by the undersigned up to and including **August 7, 2018.**

Further, the undersigned hereby **COVENANTS AND REPRESENTS** that all of the subcontractors, suppliers, mechanics, and laborers engaged by the undersigned have been paid in full or shall be immediately paid from the proceeds of this current payment for work done and/or materials furnished to said property through the date shown below. The undersigned hereby **AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS** the Owner, **Town of Hermon**, from any and all claims by any party whatsoever based upon work done and/or materials furnished in connection with this construction by the undersigned and his subcontractors or suppliers through the date shown above.

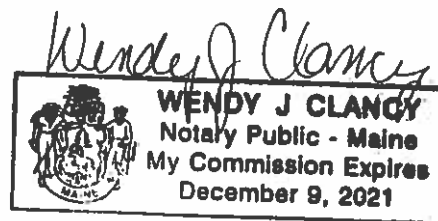
Dunbar & Brawn Construction

Alan S. Brawn

Signature

Alan Brawn VP/CFO

Printed Name and Title



CARPENTER ASSOCIATES

Consulting Engineers
687 Stillwater Avenue
Old Town, ME 04468

INVOICE

Invoice Number: 634
Invoice Date: Aug 4, 2017

Bill To:

DUNBAR & BRAWN
223 HILDRETH STREET NORTH
BANGOR, ME 04401

Project:

HERMON ELEMENTARY SCHOOL
NEW ADDITION
FROM 7-9-17 TO 7-29-17

Customer ID	Project No.	Payment Terms	Due Date
DUNBAR&BRAWN	17045B	Net 30 Days	9/3/17

Quantity	Description	Rate	Unit	Amount
	Deliverables @ 75%		<Each>	75,625.00

Subtotal	75,625.00
Sales Tax	
Total Invoice Amount	75,625.00
Payment/Credit Applied	0.00
TOTAL	75,625.00

Office: 207-827-8001

Fax: 207-827-8234

APPLICATION AND CERTIFICATION FOR PAYMENT

TO: Town of Hermon
 333 Billings Rd
 Hermon, ME 04401

PROJECT: Hermon Rec

ARCHITECT: Carpenter Associates
 687 Stillwater Ave
 Old Town, ME 04468

APPLICATION NO: 3
 D&B Job #: 1708

FROM: 18-Jul-17
 TO: 7-Aug-17

Contract Date: May 1, 2017
 Invoice Date: 07-Aug-17

Distribution to:
 OWNER
 ARCHITECT
 CONTRACTOR

CONTRACTOR'S APPLICATION FOR PAYMENT

CHANGE ORDER SUMMARY

Change Orders approved in previous months by Owner		ADDITIONS	DEDUCTIONS
Number	Approved this Month Date Approved		
		\$0.00	\$0.00
TOTALS		\$0.00	\$0.00

NET CHANGE BY CHANGE ORDERS

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief, the work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

Contractor: **DUNBAR & BRAUN CONSTRUCTION**

Submitted By: *Alan E. Braun, VP*

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

Application is made for Payment, as shown below, in connection with the Contract Continuation Sheet, AIA Document G703, is attached.

- 1. ORIGINAL CONTRACT SUM..... \$41,600.00
- 2. Net change by All Revisions \$0.00
- 3. CONTRACT SUM TO DATE (Line 1+2)..... \$41,600.00
- 4. TOTAL COMPLETED AND STORED..... \$31,200.00
 - A. TOTAL COMPLETED TO DATE..... \$31,200.00
 - B. TOTAL STORED TO DATE..... \$0.00
- 5. RETAINAGE:
 - a. 2.2% of completed work \$31,200.00
 - b. 2.2% of Stored Material \$0.00
- TOTAL RETAINAGE (Line 5A + 5B)..... \$31,200.00
- 6. TOTAL EARNED LESS RETAINAGE..... \$10,400.00
 - (Line 4 less Line 5 total)
- 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)..... \$20,342.40
- 8. CURRENT PAYMENT DUE..... \$10,171.20
- 9. BALANCE TO FINISH, PLUS RETAINAGE..... \$11,086.40

Wendy J Clancy
WENDY J CLANCY
 Notary Public - Maine
 My Commission Expires
 December 9, 2021

AMOUNT CERTIFIED..... \$10,171.20
 (Attach explanation if amount certified differs from the amount applied for.)
 ARCHITECT, OWNER OR OWNER'S REPRESENTATIVE

By: _____ Date: _____
 This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CONTINUATION SHEET

Contractor's signed Certification is attached.
 In tabulation below, amounts are stated to the nearest dollar.
 Use column I on Contracts where variable retainage for line items may apply.

Hermon Rec
0

Invoice Date 7-Aug-17
 11/25/2013
 2/16/2014

A ITEM NO.	B DESCRIPTION OF WORK	C Harriman		D WORK COMPLETED FROM PREVIOUS APPLICATION	E WORK COMPLETED THIS PERIOD	F MATERIALS PRESENTLY STORED	G TOTAL COMPLETED AND STORED	% 12/11/2013	H BALANCE TO FINISH (C - G)
		Schedule of Values							
	CA Pre-Con	\$39,600.00		\$19,800.00	\$9,900.00	\$0.00	\$29,700.00	75%	\$9,900.00
	D&B Pre-Con	\$2,000.00		\$1,000.00	\$500.00	\$0.00	\$1,500.00	75%	\$500.00
	Total	\$41,600.00		\$20,800.00	\$10,400.00	\$0.00	\$31,200.00	75%	\$10,400.00
	<i>Original Contract Total</i>	\$41,600.00							
CO#	PCO #	C		D	E	F	G		H
	Contract Revisions	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	0%	\$0.00
		\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	0%	\$0.00
		\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	0%	\$0.00
		\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	0%	\$0.00
	Total Revisions	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00		\$0.00

CONDITIONAL WAIVER OF LIEN

Town of Hermon
Rec Department

The **Undersigned** has been employed to furnish labor and/or material for the premises owned by **Town of Hermon** and located on or about **333 Billings Rd, Hermon, ME 04401**(the "Premises"); and

The **Undersigned**, upon receipt of the sum of **\$10,171.20** does hereby **WAIVE and RELEASE** any and all lien, right of lien or claim of whatsoever kind or character on said described Premises, including, without limitation, all buildings, improvements, etc. on account of any and all labor or material, or both, furnished for or incorporated into the Premises by the undersigned up to and including **August 7, 2017.**

Further, the undersigned hereby **COVENANTS AND REPRESENTS** that all of the subcontractors, suppliers, mechanics, and laborers engaged by the undersigned have been paid in full or shall be immediately paid from the proceeds of this current payment for work done and/or materials furnished to said property through the date shown below. The undersigned hereby **AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS** the Owner, **Town of Hermon**, from any and all claims by any party whatsoever based upon work done and/or materials furnished in connection with this construction by the undersigned and his subcontractors or suppliers through the date shown above.

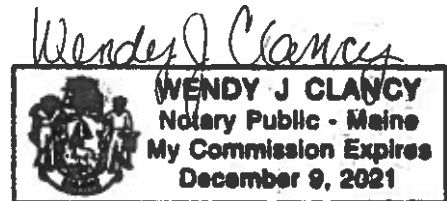
Dunbar & Brawn Construction

Alan E. Brawn

Signature

Alan Brawn VP/CFO

Printed Name and Title



CARPENTER ASSOCIATES

Consulting Engineers
687 Stillwater Avenue
Old Town, ME 04468

INVOICE

Invoice Number: 633
Invoice Date: Aug 4, 2017

Bill To:

DUNBAR & BRAWN
223 HILDRETH STREET NORTH
BANGOR, ME 04401

Project:

HERMON ELEMENTARY SCHOOL
REC CENTER
FROM 7-9-17 TO 7-29-17

Customer ID	Project No.	Payment Terms	Due Date
DUNBAR&BRAWN	17045A	Net 30 Days	9/3/17

Quantity	Description	Rate	Unit	Amount
	Deliverables @ 75%		<Each>	9,900.00

Subtotal	9,900.00
Sales Tax	
Total Invoice Amount	9,900.00
Payment/Credit Applied	0.00
TOTAL	9,900.00

Office: 207-827-8001

Fax: 207-827-8234

7.

8-17-17

**REQUEST FOR BIDS
TOWN OF HERMON
BOG ROAD DRAINAGE PROJECT**

The Town of Hermon is accepting bids from qualified contractors to ditch and replace driveway and cross culverts along the Bog Road such referenced as the "BOG ROAD DRAINAGE PROJECT". Bids must be submitted no later than 4:00 p.m. E.S.T, Tuesday, August 15, 2017 in accordance to the bid and project specifications. Copies of the Request for Bids, bid specifications and instructions may be obtained on line at hermon.net or by contacting the Hermon Town Office at 848-1010 during normal business hours.

The Town of Hermon is an Equal Opportunity Employer

Bog Road Drainage Project INSTRUCTIONS

All bids must be submitted on the form attached to the Request for Bids.

All bids must be submitted in a sealed envelope marked on the outside of the envelope "Bog Road Drainage Project".

All bids must be submitted no later than 4:00 p.m., Tuesday, August 15, 2017 at which time bids will be opened and publicly read aloud at the Hermon Town Office, Conference Room.

All bids must be forwarded to: Town Manager, PO Box 6300, Hermon, Maine 04401 or dropped off at the Hermon Town Office at 333 Billings Road.

Award of the contract by the Town Council will be based on the lump sum amount quoted for each location specified by the Request for Bids.

Questions regarding the Request for Bids may be addressed to: Scott Perkins, DECD Director at 848-1010, or email address at: SPerkins@Hermon.net

The Town reserves the right to accept or reject any or all bids or to waive any bid informality if it is determined by the Town Council to be in the best interest of the Town.

SPECIFICATIONS
Bog Road Drainage Project

Section 1- Extent of Work

To provide all necessary materials, labor; equipment; supervision and knowledge necessary to ditch and replace culverts along Klatt Road. Culverts and Driveway apron paving will be provided by the Town of Hermon. Gravel driveways will be matched and finished by contractor using 2" minus gravel. All preparations to make ready for paving shall be the contractor's responsibility.

Work will be as follows:

Bog Road drainage project is a ditching and cleaning ditches, driveway culvert replacement and shoulder project. All culverts will be installed with 12" of minimum cover and rocked at the ends for erosion control. Seeding and blown hay will be installed for erosion control and MDOT approved erosion control blanket installed where steep downhill runs make it necessary. Please note the instructions below:

Location # 1

1. Begin at Box 852 Bog Road ditching, cleaning ditches and replacing driveway pipe at this address with a 12"x30' ADS culvert. Continue to ditching to Box 842 and replace driveway pipe with 12"x30' ADS pipe. Continue ditching towards railroad tracks and replace field entrance pipe 12"x30' ADS culvert. Continue ditching from field entrance location to Box 826 and replace the driveway pipe 12"x30' ADS culvert. From Box 826 ditch and clean ditches to rail road track area. Do shoulder work and shape as necessary when ditching.

Note: Install tailings (not larger than 4") around culvert ends, seed finished ditches and blow hay for erosion control. Use erosion control fabric where steep down hill runs make it necessary to prevent wash outs.

Note: Some locations for "cleaning" ditches requires matching what is currently in place- where there are no back slopes, do not create any, etc.

All culverts will be installed in accordance to Maine Department of Transportation Standard Specifications November 2014 Edition Division 600 Section 603 Pipe Culverts and Storm Drains.

The pavement edge for all paved driveways and cross culverts where disturbed will be saw cut by the Contractor prior to excavation and all cuts will be straight and clean.

The ends of all driveway culverts will be stabilized with gravel tailings not greater than 4" in diameter.

Seed will be conservation mix or erosion control equivalent with blown hay for cover and erosion control. Hydro seeding is acceptable as long as mulching fiber is included.

Location # 2

1. Begin ditching at or near box 698 and replace drive pipe at this location with 12"x30' ADS culvert. Continue ditching to Box 690 and replace driveway pipe with 12"x30' ADS culvert. Continue ditching to Box 680 and replace driveway pipe with 12"x30' ADS culvert. Continue ditching to Box 670 area and match with existing elevations so water will flow.

Note: Install tailings (not larger than 4") around culvert ends, seed finished ditches and blow hay for erosion control. Use erosion control fabric where steep down hill runs make it necessary to prevent wash outs.

Note: Some locations for "cleaning" ditches requires matching what is currently in place- where there are no back slopes, do not create any, etc.

All culverts will be installed in accordance to Maine Department of Transportation Standard Specifications November 2014 Edition Division 600 Section 603 Pipe Culverts and Storm Drains.

The pavement edge for all paved driveways and cross culverts where disturbed will be saw cut by the Contractor prior to excavation and all cuts will be straight and clean.

The ends of all driveway culverts will be stabilized with gravel tailings not greater than 4" in diameter.

Seed will be conservation mix or erosion control equivalent with blown hay for cover and erosion control. Hydro seeding is acceptable as long as mulching fiber is included.

Section 2- Insurance Requirements

Except as other wise provided by the Agreement, the Contractor and its subcontractors and consultants shall obtain and maintain, throughout the term of this Agreement, at no expense to the Owner, the following coverage:

A. Public Liability Insurance in the amount of not less than Five Hundred Thousand Dollars (\$500,000) or such other amount as is established by the Maine Tort Claim Act (14 M.R.S.A. Section 8101 et seq.) as amended from time to time, combined single limit, to protect the Contractor, any subcontractor performing services under the Contract, and the Owner from claims and damages that may arise from operations under the Contract, whether such operations be by Contractor or by a subcontractor or by anyone directly or indirectly employed by them.

B. Automobile Liability Insurance in the amount of not less than Four Hundred Thousand Dollars (\$400,000) or such other amount as is established by the Maine Tort Claims Act (14 M.R.S.A. Section 8101 et seq.) as amended from time to time, combined single limit, to protect the Contractor, any subcontractor performing work covered by this Contract, and the Owner from claims and damages that may arise from operations under the Contract, whether such operations be by Contractor or by subcontractor or by anyone directly or indirectly employed.

C. Workers' Compensation Insurance in amounts required by Maine law and Employer's Liability Insurance, as necessary, as required by Maine law.

D. All such insurance policies shall name the Owner and its officers, agents and employees as additional insured. The Contractor, at time of contract signing shall deliver to the Owner certificates satisfactory to the Owner evidencing such insurance coverages listed in Section 2, which certificates shall state that the Contractor and its subcontractors must provide written notice to the Owner at least thirty (30) days prior to cancellation, non-renewal, material modification or expiration of any such insurance policy.

Section 3- Indemnification

The Contractor will defend, indemnify and hold harmless the Owner and its agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of the work.

Section 4- Equipment and Labor

Equipment used shall meet all State and Federal regulations including but not limited to Department of Labor and Maine Motor Vehicle Regulations and all work will be completed in accordance to all safety regulations established by the Department of Labor and OSHA.

Section 5- Work Schedule

Work will be completed no later than September 30, 2017 unless extended by the Owner.

Section 6- Penalty

The contractor shall be penalized \$250 per day for every day after September 30, 2017 the project has not been completed to the satisfaction of the Town unless the date has been extended by the Owner.

Section 7- Breach of Contract

In the event the contractor fails to complete the work as herein agreed, the town shall among its other remedies have the right to cancel the agreement by sending written notice of such cancellation by regular United States Mail, postage prepaid, to contractor at its last known business address. Such notice and cancellation does not constitute an election or waiver of any other remedy or remedies that the town may have against the contractor. In the event the town shall bring suit on account of breach of covenant, agreement or conditions herein written, contractor agrees to pay the town reasonable attorney's fees, in addition to the amount of judgment and costs

Section 8- Payment Schedule

Payments will be made monthly based on the percentage of the project completed and after submittal of an invoice by the contractor to the Town of Hermon noting the percentage of the project completed and the amount due including any change order. The Town will make payment at the next available warrant after receipt of the invoice and upon satisfactorily completion of the work as determined by the Town.

Section 9- Safety Controls

The Contractor will be responsible for making sure the construction area is properly secured at all times, kept in good order and safe travel for pedestrian and motorist. Pavement will swept clean prior to the end of every work day.

Section 10- Contractor's Responsibility

The Contractor will provide all materials, supplies, labor, equipment, and supervision to complete the project.

Section 11- Change Order

No change orders will be paid for if not first approved by the Town. All change orders will be quoted at actual cost plus no more than 20% markup.

Section 12- Permits

The contractor will obtain the Dig Safe permit and the Town will obtain all other required permits.

Section 13- Erosion Control

The Contractor will follow all MDEP erosion control requirements.

Section 14- Guarantee

To the extent construction or materials are provided in the provision of Services hereunder, the Contractor and the subcontractors, if any, shall guarantee their work against any defects in workmanship and materials for a period of one year from the date of the Owner's written acceptance of this project, and agree to repair or replace at no cost or expense to the Owner all work, materials and fixtures at any time during said one-year period.

Section 16- Traffic Control and Signing

All traffic control and signing will be the responsibility of the Contractor and will be in accordance to federal and State safety requirements. The Town will require the Contractor to maintain certified flaggers for this project at all times when necessary.

Section 17- List of Work described in Section 1

The extent of work has been provided in order to help the Contractor understand this request for proposals document. The Contractor should verify the work with the owner to make sure they are accurate because it is the intent of the Town to have the entire project described in the Scope of Service completed in accordance to MDOT standards. The Lump Sum bid shall include this work.

TOWN OF HERMON

Bog Road Drainage Project

I _____ doing business as _____ agree to complete all work and provide all materials, equipment and supervision associated with the project (Bog Road Drainage Project), except as noted by the specifications, for the lump sum price of:

Location #1 lump sum price: _____

Location #2 lump sum price: _____

Signed _____

Name of Company _____

Contact Person _____

Address: _____

Phone Number _____

8.

8-17-17

**REQUEST FOR BIDS
TOWN OF HERMON
COPPER RIDGE DRAINAGE PROJECT**

The Town of Hermon is accepting bids from qualified contractors to ditch and replace driveway and cross culverts along the Copper Ridge Road such referenced as the "Copper Ridge Drainage Project". Bids must be submitted no later than 4:00 p.m. E.S.T, Tuesday, August 15, 2017 in accordance to the bid and project specifications. Copies of the Request for Bids, bid specifications and instructions may be obtained on line at hermon.net or by contacting the Hermon Town Office at 848-1010 during normal business hours.

The Town of Hermon is an Equal Opportunity Employer

Copper Ridge Drainage Project INSTRUCTIONS

All bids must be submitted on the form attached to the Request for Bids.

All bids must be submitted in a sealed envelope marked on the outside of the envelope "Copper Ridge Drainage Project".

All bids must be submitted no later than 4:00 p.m., Tuesday, August 15, 2017 at which time bids will be opened and publicly read aloud at the Hermon Town Office, Conference Room.

All bids must be forwarded to: Town Manager, PO Box 6300, Hermon, Maine 04401 or dropped off at the Hermon Town Office at 333 Billings Road.

Award of the contract by the Town Council will be based on the lump sum amount quoted for all work specified by the Request for Bids.

Questions regarding the Request for Bids may be addressed to: Scott Perkins, DECD Director at 848-1010, or email address at: SPerkins@Hermon.net

The Town reserves the right to accept or reject any or all bids or to waive any bid informality if it is determined by the Town Council to be in the best interest of the Town.

SPECIFICATIONS
Copper Ridge Drainage Project

Section 1- Extent of Work

To provide all necessary materials, labor; equipment; supervision and knowledge necessary to ditch and replace culverts along Copper Ridge Road. Culverts and paving will be provided by the Town of Hermon.

Work will be as follows:

Copper Ridge drainage project is a ditching, driveway culvert and cross culvert replacement project. All culverts will be installed with 12" of minimum cover and rocked at the ends for erosion control. Seeding and blown hay will be installed for erosion control and MDOT approved erosion control blanket installed where steep downhill runs make it necessary. Please note the instructions below:

1. Begin near pole 1 at start of Copper Ridge, replace roadway cross culvert as marked on pavement.
2. From 18 Copper Ridge (at the outlet side of culvert) ditch and clean to 28 Copper Ridge. At 28 Copper Ridge, replace driveway culvert with 12" ADS and lower so a minimum of 12" of cover is over the top of culvert. Ditching continues with slight swale to the sediment pond at downstream side of culvert.
3. Starting at the Cross Culvert at the cul-de-sac...clean and rock both ends of cul-de-sac cross pipe inlet and outlet.
4. From pole 7- Clean and ditch to mailbox 58. Replace driveway culvert at Box 58 with 12" minimum cover over top of pipe.
5. Clean ditches from box 58 to box 54 (remove culvert at box 54) Ditch from box 40 to the sediment pond so the water will run and not collect in any one area.
6. Repair/pave cul-de-sac radius on right hand side (as if facing end of roadway).
7. Install tailings (not larger than 4") around culvert ends, seed finished ditches and blow hay for erosion control. Use erosion control fabric where steep down hill runs make it necessary to prevent wash outs.

Note: Some locations for "cleaning" ditches requires matching what is currently in place- where there are no back slopes, do not create any, etc.

All culverts will be installed in accordance to Maine Department of Transportation Standard Specifications November 2014 Edition Division 600 Section 603 Pipe Culverts and Storm Drains.

The pavement edge for all paved driveways and cross culverts where disturbed will be saw cut by the Contractor prior to excavation and all cuts will be straight and clean.

The Contractor will be responsible for repaving all cross culverts within 48 hours after installation of the new culvert. The disturbed area will be repaved with 3" (compacted) of modified binder meeting MDOT specifications.

The ends of all culverts will be stabilized with gravel tailings not greater than 4" in diameter.

Seed will be conservation mix or erosion control equivalent with blown hay for cover and erosion control. Hydro seeding is acceptable as long as mulching fiber is included.

Section 2- Insurance Requirements

Except as otherwise provided by the Agreement, the Contractor and its subcontractors and consultants shall obtain and maintain, throughout the term of this Agreement, at no expense to the Owner, the following coverage:

A. Public Liability Insurance in the amount of not less than Five Hundred Thousand Dollars (\$500,000) or such other amount as is established by the Maine Tort Claim Act (14 M.R.S.A. Section 8101 et seq.) as amended from time to time, combined single limit, to protect the Contractor, any subcontractor performing services under the Contract, and the Owner from claims and damages that may arise from operations under the Contract, whether such operations be by Contractor or by a subcontractor or by anyone directly or indirectly employed by them.

B. Automobile Liability Insurance in the amount of not less than Four Hundred Thousand Dollars (\$400,000) or such other amount as is established by the Maine Tort Claims Act (14 M.R.S.A. Section 8101 et seq.) as amended from time to time, combined single limit, to protect the Contractor, any subcontractor performing work covered by this Contract, and the Owner from claims and damages that may arise from operations under the Contract, whether such operations be by Contractor or by subcontractor or by anyone directly or indirectly employed.

C. Workers' Compensation Insurance in amounts required by Maine law and Employer's Liability Insurance, as necessary, as required by Maine law.

D. All such insurance policies shall name the Owner and its officers, agents and employees as additional insured. The Contractor, at time of contract signing shall deliver to the Owner certificates satisfactory to the Owner evidencing such insurance coverages listed in Section 2, which certificates shall state that the Contractor and its subcontractors must provide written notice to the Owner at least thirty (30) days prior to cancellation, non-renewal, material modification or expiration of any such insurance policy.

Section 3- Indemnification

The Contractor will defend, indemnify and hold harmless the Owner and its agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of the work.

Section 4- Equipment and Labor

Equipment used shall meet all State and Federal regulations including but not limited to Department of Labor and Maine Motor Vehicle Regulations and all work will be completed in accordance to all safety regulations established by the Department of Labor and OSHA.

Section 5- Work Schedule

Work will be completed no later than September 30, 2017 unless extended by the Owner.

Section 6- Penalty

The contractor shall be penalized \$250 per day for every day after September 30, 2017 the project has not been completed to the satisfaction of the Town unless the date has been extended by the Owner.

Section 7- Breach of Contract

In the event the contractor fails to complete the work as herein agreed, the town shall among its other remedies have the right to cancel the agreement by sending written notice of such cancellation by regular United States Mail, postage prepaid, to contractor at its last known business address. Such notice and cancellation does not constitute an election or waiver of any other remedy or remedies that the town may have against the contractor. In the event the town shall bring suit on account of breach of covenant, agreement or conditions herein written, contractor agrees to pay the town reasonable attorney's fees, in addition to the amount of judgment and costs

Section 8- Payment Schedule

Payments will be made monthly based on the percentage of the project completed and after submittal of an invoice by the contractor to the Town of Hermon noting the percentage of the project completed and the amount due including any change order. The Town will make payment at the next available warrant after receipt of the invoice and upon satisfactorily completion of the work as determined by the Town.

Section 9- Safety Controls

The Contractor will be responsible for making sure the construction area is properly secured at all times, kept in good order and safe travel for pedestrian and motorist. Pavement will swept clean prior to the end of every work day.

Section 10- Contractor's Responsibility

The Contractor will provide all materials, supplies, labor, equipment, and supervision to complete the project.

Section 11- Change Order

No change orders will be paid for if not first approved by the Town. All change orders will be quoted at actual cost plus no more than 20% markup.

Section 12- Permits

The contractor will obtain the Dig Safe permit and the Town will obtain all other required permits.

Section 13- Erosion Control

The Contractor will follow all MDEP erosion control requirements.

Section 14- Guarantee

To the extent construction or materials are provided in the provision of Services hereunder, the Contractor and the subcontractors, if any, shall guarantee their work against any defects in workmanship and materials for a period of one year from the date of the Owner's written acceptance of this project, and agree to repair or replace at no cost or expense to the Owner all work, materials and fixtures at any time during said one-year period.

Section 16- Traffic Control and Signing

All traffic control and signing will be the responsibility of the Contractor and will be in accordance to federal and State safety requirements. The Town will require the Contractor to maintain certified flaggers for this project at all times when necessary.

Section 17- List of Work described in Section 1

The extent of work has been provided in order to help the Contractor understand this request for proposals document. The Contractor should verify the work with the owner to make sure they are accurate because it is the intent of the Town to have the entire project described in the Scope of Service completed in accordance to MDOT standards. The Lump Sum bid shall include this work.

TOWN OF HERMON

Copper Ridge Drainage Project

I _____ doing business as _____ agree to complete all work and provide all materials, equipment and supervision associated with the project (Copper Ridge Drainage Project), except as noted by the specifications, for the lump sum price of \$ _____

Signed _____

Name of Company _____

Contact Person _____

Address: _____

Phone Number _____

9.

8-17-17

**REQUEST FOR BIDS
TOWN OF HERMON
KLATT ROAD DRAINAGE PROJECT**

The Town of Hermon is accepting bids from qualified contractors to ditch and replace driveway and cross culverts along the Klatt Road such referenced as the "KLATT ROAD DRAINAGE PROJECT". Bids must be submitted no later than 4:00 p.m. E.S.T, Tuesday, August 15, 2017 in accordance to the bid and project specifications. Copies of the Request for Bids, bid specifications and instructions may be obtained on line at hermon.net or by contacting the Hermon Town Office at 848-1010 during normal business hours.

The Town of Hermon is an Equal Opportunity Employer

Klatt Road Drainage Project INSTRUCTIONS

All bids must be submitted on the form attached to the Request for Bids.

All bids must be submitted in a sealed envelope marked on the outside of the envelope "Klatt Road Drainage Project".

All bids must be submitted no later than 4:00 p.m., Tuesday, August 15, 2017 at which time bids will be opened and publicly read aloud at the Hermon Town Office, Conference Room.

All bids must be forwarded to: Town Manager, PO Box 6300, Hermon, Maine 04401 or dropped off at the Hermon Town Office at 333 Billings Road.

Award of the contract by the Town Council will be based on the lump sum amount quoted for all work specified by the Request for Bids.

Questions regarding the Request for Bids may be addressed to: Scott Perkins, DECD Director at 848-1010, or email address at: SPerkins@Hermon.net

The Town reserves the right to accept or reject any or all bids or to waive any bid informality if it is determined by the Town Council to be in the best interest of the Town.

SPECIFICATIONS
Klatt Road Drainage Project

Section 1- Extent of Work

To provide all necessary materials, labor; equipment; supervision and knowledge necessary to ditch and replace culverts along Klatt Road. Paving will be provided by the Town of Hermon. Cross culverts and driveway aprons will be paved using modified binder 3" thick compacted in one layer. All cross culverts must be paved within 48 hours after the culvert has been replaced.

Work will be as follows:

Klatt Road drainage project is a ditching and cleaning ditches, driveway culvert and cross culvert replacement and road base reconstruction project. All culverts will be installed with 12" of minimum cover and rocked at the ends for erosion control. Seeding and blown hay will be installed for erosion control and MDOT approved erosion control blanket installed where steep downhill runs make it necessary. Please note the instructions below:

1. Begin near Klatt road and Newburgh intersection and clear triangles of roots, stumps and vegetation. Install loam and seed for a finish with conservation mix seed and blown hay for erosion control and cover.
2. From pole 15 on the Southerly side of the roadway clean ditches and shape shoulder. Clear culvert inlets and outlets for boxes 169 and 175.
3. From RR Crossing to 227 remove pavement and excavate 8" from shoulder to shoulder. Add 12" of compacted 6" minus "D" gravel and 3" of 2" minus "A" gravel to shape roadway. Groom with 2-3% slope at centerline and compact for paving. Leave 2' compacted shoulders.
4. From RR Tracks to box 206 on Northerly side- swale slightly to move water away from edge of pavement.
5. From pole 14S ditch and clean to double cross pipes at low point in roadway. Clean around inlets and outlets of both cross pipes and install 5-9" ledge rock for erosion control.
6. From box 124 pull shoulders, from box 122 ditch and clean. Remove all brush 4" or less from ROW.
7. Box 102, Box 98, Box 90-→replace culverts with 12" ADS with 12-15" minimum cover over each, rocking ends
8. From Box 90 clean ditches to cross pipe and replace cross pipe
9. From Box 90 to Masson Lane clean ditches and remove all brush 4 inches or less from ROW

Note: Install tailings (not larger than 4") around culvert ends, seed finished ditches and blow hay for erosion control. Use erosion control fabric where steep down hill runs make it necessary to prevent wash outs.

Note: Some locations for "cleaning" ditches requires matching what is currently in place- where there are no back slopes, do not create any, etc.

All culverts will be installed in accordance to Maine Department of Transportation Standard Specifications November 2014 Edition Division 600 Section 603 Pipe Culverts and Storm Drains.

The pavement edge for all paved driveways and cross culverts where disturbed will be saw cut by the Contractor prior to excavation and all cuts will be straight and clean.

The Contractor will be responsible for repaving all cross culverts within 48 hours after installation of the new culvert. The disturbed area will be repaved with 3" (compacted) of modified binder meeting MDOT specifications.

The ends of all driveway culverts will be stabilized with gravel tailings not greater than 4" in diameter.

Seed will be conservation mix or erosion control equivalent with blown hay for cover and erosion control. Hydro seeding is acceptable as long as mulching fiber is included.

Section 2- Insurance Requirements

Except as otherwise provided by the Agreement, the Contractor and its subcontractors and consultants shall obtain and maintain, throughout the term of this Agreement, at no expense to the Owner, the following coverage:

A. Public Liability Insurance in the amount of not less than Five Hundred Thousand Dollars (\$500,000) or such other amount as is established by the Maine Tort Claim Act (14 M.R.S.A. Section 8101 et seq.) as amended from time to time, combined single limit, to protect the Contractor, any subcontractor performing services under the Contract, and the Owner from claims and damages that may arise from operations under the Contract, whether such operations be by Contractor or by a subcontractor or by anyone directly or indirectly employed by them.

B. Automobile Liability Insurance in the amount of not less than Four Hundred Thousand Dollars (\$400,000) or such other amount as is established by the Maine Tort Claims Act (14 M.R.S.A. Section 8101 et seq.) as amended from time to time, combined single limit, to protect the Contractor, any subcontractor performing work covered by this Contract, and the Owner from claims and damages that may arise from operations under the Contract, whether such operations be by Contractor or by subcontractor or by anyone directly or indirectly employed.

C. Workers' Compensation Insurance in amounts required by Maine law and Employer's Liability Insurance, as necessary, as required by Maine law.

D. All such insurance policies shall name the Owner and its officers, agents and employees as additional insured. The Contractor, at time of contract signing shall deliver to the Owner certificates satisfactory to the Owner evidencing such insurance coverages listed in Section 2, which certificates shall state that the Contractor and its subcontractors must provide written notice to the Owner at least thirty (30) days prior to cancellation, non-renewal, material modification or expiration of any such insurance policy.

Section 3- Indemnification

The Contractor will defend, indemnify and hold harmless the Owner and its agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of the work.

Section 4- Equipment and Labor

Equipment used shall meet all State and Federal regulations including but not limited to Department of Labor and Maine Motor Vehicle Regulations and all work will be completed in accordance to all safety regulations established by the Department of Labor and OSHA.

Section 5- Work Schedule

Work will be completed no later than September 30, 2017 unless extended by the Owner.

Section 6- Penalty

The contractor shall be penalized \$250 per day for every day after September 30, 2017 the project has not been completed to the satisfaction of the Town unless the date has been extended by the Owner.

Section 7- Breach of Contract

In the event the contractor fails to complete the work as herein agreed, the town shall among its other remedies have the right to cancel the agreement by sending written notice of such cancellation by regular United States Mail, postage prepaid, to contractor at its last known business address. Such notice and cancellation does not constitute an election or waiver of any other remedy or remedies that the town may have against the contractor. In the event the town shall bring suit on account of breach of covenant, agreement or conditions herein written, contractor agrees to pay the town reasonable attorney's fees, in addition to the amount of judgment and costs

Section 8- Payment Schedule

Payments will be made monthly based on the percentage of the project completed and after submittal of an invoice by the contractor to the Town of Hermon noting the percentage of the project completed and the amount due including any change order. The Town will make payment at the next available warrant after receipt of the invoice and upon satisfactorily completion of the work as determined by the Town.

Section 9- Safety Controls

The Contractor will be responsible for making sure the construction area is properly secured at all times, kept in good order and safe travel for pedestrian and motorist. Pavement will swept clean prior to the end of every work day.

Section 10- Contractor's Responsibility

The Contractor will provide all materials, supplies, labor, equipment, and supervision to complete the project.

Section 11- Change Order

No change orders will be paid for if not first approved by the Town. All change orders will be quoted at actual cost plus no more than 20% markup.

Section 12- Permits

The contractor will obtain the Dig Safe permit and the Town will obtain all other required permits.

Section 13- Erosion Control

The Contractor will follow all MDEP erosion control requirements.

Section 14- Guarantee

To the extent construction or materials are provided in the provision of Services hereunder, the Contractor and the subcontractors, if any, shall guarantee their work against any defects in workmanship and materials for a period of one year from the date of the Owner's written acceptance of this project, and agree to repair or replace at no cost or expense to the Owner all work, materials and fixtures at any time during said one-year period.

Section 16- Traffic Control and Signing

All traffic control and signing will be the responsibility of the Contractor and will be in accordance to federal and State safety requirements. The Town will require the Contractor to maintain certified flaggers for this project at all times when necessary.

Section 17- List of Work described in Section 1

The extent of work has been provided in order to help the Contractor understand this request for proposals document. The Contractor should verify the work with the owner to make sure they are accurate because it is the intent of the Town to have the entire project described in the Scope of Service completed in accordance to MDOT standards. The Lump Sum bid shall include this work.

TOWN OF HERMON

Klatt Road Drainage Project

I _____ doing business as _____ agree to complete all work and provide all materials, equipment and supervision associated with the project (Klatt Road Drainage Project), except as noted by the specifications, for the lump sum price of \$ _____

Signed _____

Name of Company _____

Contact Person _____

Address: _____

Phone Number _____

10.
8-17-17

**REQUEST FOR BIDS
TOWN OF HERMON
FREEDOM INDUSTRIAL MAINTENANCE PROJECT**

The Town of Hermon is accepting bids from qualified contractors to ditch and replace culverts at Freedom Industrial Park such referenced as the "Freedom Industrial Maintenance Project". Bids must be submitted no later than 4:00 p.m. E.S.T, Tuesday, August 15, 2017 in accordance to the bid and project specifications. Copies of the Request for Bids, bid specifications and instructions may be obtained on line at hermon.net or by contacting the Hermon Town Office at 848-1010 during normal business hours.

The Town of Hermon is an Equal Opportunity Employer

Freedom Industrial Maintenance Project
INSTRUCTIONS

All bids must be submitted on the form attached to the Request for Bids.

All bids must be submitted in a sealed envelope marked on the outside of the envelope "Freedom Industrial Maintenance Project".

All bids must be submitted no later than 4:00 p.m., Tuesday, August 15, 2017 at which time bids will be opened and publicly read aloud at the Hermon Town Office, Conference Room.

All bids must be forwarded to: Town Manager, PO Box 6300, Hermon, Maine 04401 or dropped off at the Hermon Town Office at 333 Billings Road.

Award of the contract by the Town Council will be based on the lump sum amount quoted for all work specified by the Request for Bids.

Questions regarding the Request for Bids may be addressed to: Scott Perkins, DECD Director @ 848-1010 or email address at SPerkins@Hermon.net

The Town reserves the right to accept or reject any or all bids or to waive any bid informality if it is determined by the Town Council to be in the best interest of the Town.

SPECIFICATIONS
Freedom Industrial Maintenance Project

Section 1- Extent of Work

To provide all necessary materials, labor; equipment; supervision and knowledge necessary to ditch and replace culverts at Freedom Industrial Park. All culverts, materials and paving will be provided by the contractor.

Ditching and "Cleaning of Ditches" in the Right of Way:

1. Ditching/ Cleaning ditches- Contractor will ditch/clean ditches of weeds, brush, excess road sand and material not suitable for good drainage with a loam and seed finish from the rear driveway connection at John Deere to the Cross culvert drainage project totaling 200' on the South side of the roadway. Erosion control after 3" loam and conservation mix seed for grass catch is required. 200' on the North side entrance at Freedom Park ditch cleaning is required with loam and seed to finish as above along with swale connection leading to "Rent Bangor" property .
2. Starting at pole 7 ditch and clean ditches as described in project #1 for 560' until 66 Freedom Parkway.
3. Ditching as described above in project #1 to "clean" ditches at Lexington Drive from pole 80 (close to Bangor Waterfront Concerts property) to Pole 80S (near INVIRONMENTS) 160' matching to meet existing culverts between properties. Contractor will not affect back slopes or in slopes. Erosion control and seed needed for bottom of ditch or affected trenching areas only.

Loam and Seed Area near "Rent Bangor" (Adjacent to Beauregard property)

1. Stump area where trees were cut for wireless access near Contractor Road (Beauregard entrance). Remove stumps, level with common fill before loam and seed with mulch finish. 3" of quality clean loam, dragged and prepared for seeding by qualified contractor is required. Clean up on exit of area adjacent to parking lot at Andersen building is part of this project.

Driveway Entrance Repair and Culvert Replacement:

(North Side of Freedom Parkway)

1. 124 Freedom Parkway- LH Dorman Install 30' of 12" ADS, rock the ends with compacted tailings
2. 115 Freedom Parkway- Freedom Power Install 40' of 15" ADS in main driveway and 30' of 15" ADS in secondary drive
3. 109 Freedom Park- Warehouse with office Install 1 Aluminized 50' x 15" culvert in warehouse siding driveway and 1 30' x 15" ADS in driveway office side

Ditching between the culverts on north side of Freedom parkway:

1. Start near Elaine/Lexington Freedom intersection (close to Box 124) and ditch 250' between culverts to provide pitch and flow for water so that it can move to cross culverts at Freedom Auto Body. At Freedom Auto Body, clean and create a bowl for the swale and junction between ditching to work well adding rock to stabilize, loam and seed all disturbed areas.

Erosion Repair- Freedom Parkway- North side @ 25 Freedom Parkway- at OHI Driveway- Rock in ends of culvert and increase radius with paving so water does not repeat wash out at this location.

All culverts will be installed in accordance to Maine Department of Transportation Standard Specifications November 2014 Edition Division 600 Section 603 Pipe Culverts and Storm Drains.

The pavement edge for all paved driveways and cross culverts where disturbed will be saw cut by the Contractor prior to excavation and all cuts will be straight and clean.

The Contractor will be responsible for repaving all cross culverts within 48 hours after installation of the new culvert. The disturbed area will be repaved with 3" (compacted) of modified binder meeting MDOT specifications.

The ends of all culverts will be stabilized with gravel tailings not greater than 4" in diameter.

Section 2- Insurance Requirements

Except as other wise provided by the Agreement, the Contractor and its subcontractors and consultants shall obtain and maintain, throughout the term of this Agreement, at no expense to the Owner, the following coverage:

A. Public Liability Insurance in the amount of not less than Five Hundred Thousand Dollars (\$500,000) or such other amount as is established by the Maine Tort Claim Act (14 M.R.S.A. Section 8101 et seq.) as amended from time to time, combined single limit, to protect the Contractor, any subcontractor performing services under the Contract, and the Owner from claims and damages that may arise from operations under the Contract, whether such operations be by Contractor or by a subcontractor or by anyone directly or indirectly employed by them.

B. Automobile Liability Insurance in the amount of not less than Four Hundred Thousand Dollars (\$400,000) or such other amount as is established by the Maine Tort Claims Act (14 M.R.S.A. Section 8101 et seq.) as amended from time to time, combined single limit, to protect the Contractor, any subcontractor performing work covered by this Contract, and the Owner from claims and damages that may arise from operations under the Contract, whether such operations be by Contractor or by subcontractor or by anyone directly or indirectly employed.

C. Workers' Compensation Insurance in amounts required by Maine law and Employer's Liability Insurance, as necessary, as required by Maine law.

D. All such insurance policies shall name the Owner and its officers, agents and employees as additional insured. The Contractor, at time of contract signing shall deliver to the Owner certificates satisfactory to the Owner evidencing such insurance coverages, which certificates shall state that the Contractor and its subcontractors must provide written notice to the Owner at least thirty (30) days prior to cancellation, non-renewal, material modification or expiration of any such insurance policy.

Section 3- Indemnification

The Contractor will defend, indemnify and hold harmless the Owner and its agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of the work.

Section 4- Equipment and Labor

Equipment used shall meet all State and Federal regulations including but not limited to Department of Labor and Maine Motor Vehicle Regulations and all work will be completed in accordance to all safety regulations established by the Department of Labor and OSHA.

Section 5- Work Schedule

Work will be completed no later than August 30, 2016 unless extended by the Owner.

Section 6- Penalty

The contractor shall be penalized \$250 per day for every day after August 30, 2016 the project has not been completed to the satisfaction of the Town unless the date has been extended by the Owner.

Section 7- Breach of Contract

In the event the contractor fails to complete the work as herein agreed, the town shall among its other remedies have the right to cancel the agreement by sending written notice of such cancellation by regular United States Mail, postage prepaid, to contractor at its last known business address. Such notice and cancellation does not constitute an election or waiver of any other remedy or remedies that the town may have against the contractor. In the event the town shall bring suit on account of breach of covenant, agreement or conditions herein written, contractor agrees to pay the town reasonable attorney's fees, in addition to the amount of judgment and costs

Section 8- Payment Schedule

Payments will be made monthly based on the percentage of the project completed and after submittal of an invoice by the contractor to the Town of Hermon noting the percentage of the project completed and the amount due including any change order. The Town will make payment within ten days from the receipt of the invoice and upon satisfactorily completion of the work as determined by the Town Engineer.

Section 9- Safety Controls

The Contractor will be responsible for making sure the construction area is properly secured at all times, kept in good order and safe travel for pedestrian and motorist. Pavement will swept clean prior to the end of every work day.

Section 10- Contractor's Responsibility

The Contractor will provide all materials, supplies, labor, equipment, and supervision to complete the project.

Section 11- Change Order

No change orders will be paid for if not first approved by the Town. All change orders will be quoted at actual cost plus no more than 20% markup.

Section 12- Permits

The contractor will obtain the Dig Safe permit and the Town will obtain all other required permits.

Section 13- Erosion Control

The Contractor will follow all MDEP erosion control requirements.

Section 14- Guarantee

To the extent construction or materials are provided in the provision of Services hereunder, the Contractor and the subcontractors, if any, shall guarantee their work against any defects in workmanship and materials for a period of one year from the date of the Owner's written acceptance of this project, and agree to repair or replace at no cost or expense to the Owner all work, materials and fixtures at any time during said one-year period.

Section 16- Traffic Control and Signing

All traffic control and signing will be the responsibility of the Contractor and will be in accordance to federal and State safety requirements. The Town will require the Contractor to maintain certified flaggers for this project at all times.

Section 17- List of Culverts and Length of Ditching-

The detail for the Scope of Service has been provided in order to help the Contractor understand the extent of work being proposed. The Contractor should verify the quantity to make sure they are accurate because it is the intent of the Town to perform maintenance as described in the Scope of Service and be ditched in accordance to MDOT standards including all driveway culverts that need to be replaced are replaced. The Lump Sum bid shall include this work.

TOWN OF HERMON

Freedom Park Maintenance Project

I _____ doing business as _____ agree to complete all work and provide all materials, equipment and supervision associated with the project (Freedom Park Maintenance Project, except as noted by the specifications, for the lump price of \$ _____

Signed _____

Name of Company _____

Contact Person _____

Address: _____

Phone Number _____