

**Updated Agenda
Town of Damariscotta, Maine
Board of Selectmen's Meeting
November 7, 2018, 5:30 PM
Damariscotta Town Hall**

I. Pledge of Allegiance

II. Call to Order

III. Minutes

1. October 4 and 17 Meetings

IV. Financial Reports

1. Payroll Warrants #'s 21 and 22
2. Accounts Payable Warrant #'s 23 and 24

V. Presentations

VI. Citizen Comments and General Correspondence

VII. Town Manager Items

1. November 6 General Election/Special Town Meeting Results/Follow-up
2. Reminder: Second Board of Selectmen's Meeting on November 28
3. 435 Main Litigation Update
4. Bristol Road Sidewalk Project
5. Town Treasurer Certification

VIII. Official Action Items

1. Town Banking Services Agreement
2. Bids for Downtown Restroom Construction
3. Donation for Upgrades to Town Clock
4. Donation from the Edward and Julia Myers Marine Conservation Fund

IX. Selectmen's Discussion Items

X. Adjournment

TOWN MANAGER NOTES – NOVEMBER 7, 2018
BOARD OF SELECTMEN'S MEETING

Town Manager Items

1. **November 6 General Election/Special Town Meeting Follow-up-** If either of the opt-in measures are approved on Tuesday's election, I will be asking the Board to set dates for community conversations and public hearings.
2. **Reminder on Date Change for Second Board of Selectmen's Meeting - November 28**
3. **435 Main Ligation Update-** I know that the Selectmen are regularly asked for updates on the appeal to Superior Court of the Planning Board's and Board of Appeal's decisions on the 435 Main Development. Although the attorneys for the plaintiffs were late in filing the appeal and did not provide a reply to the Superior Court's request for briefs on the issue of the plaintiffs' standing, there is still a possibility that the case will go to trial. As of October 17, the Town had spent \$12,931.86 for legal services related to this matter.

Official Action Items

1. **Banking Services Contract-** As a follow-up to a request by the Financial Advisory Committee, Selectwoman Amy Leshure, Cheryl Pinkham and I have been meeting with each of the five local banks to discuss what each of the would offer to the Town in the way of banking services and interest rates on the Town's checking/savings account. Banking Services are currently provided by Camden National Bank. The Town has not engaged in a formal bid process but rather has asked each of the banks to provide us with proposals. This less cumbersome approach has been appreciated by each of the firms.

Recommended action: The Financial Advisory Committee will be meeting on Monday, November 5 to review the proposals and prepare a recommendation for the Board.

2. **Bids for Downtown Restroom Construction-** All three of the bids were considerably higher than the \$300,000 that the Town currently has set aside for restroom construction and sitework so I will be recommending to the Board of Selectmen that they reject all of the bids. The total bid amounts from each of the firms were as follows: Doten's Construction, \$774,620; T-Buck Construction, \$647,524; and Bruce Laukka, Inc. \$525,352.85. The bid submittals are attached for the Board's review. Earlier this week the restroom construction committee discussed the following four options:
 - Rebidding the project with some changes that could reduce the overall cost
 - Negotiating with one or more contractors to get to an acceptable cost

- Purchasing a pre-fabricated modular building that would be constructed elsewhere, trucked to Damariscotta and placed on the Town's site. We would bid out the site and foundation work separately.
- Having the Town act as its own general contractor, working directly with subcontractors

During the next week, the Public Restroom Company, a firm based in Nevada that specializes in prefabricated public buildings, will be providing a cost estimate for delivering a restroom to the Town's site. The design footprint that the restroom construction committee discussed with the company representative on Thursday is similar to the plan that the Town had included in its bid specifications.

I have also asked the Town attorney to provide me with an opinion on the Town's ability to negotiate a contract either with firms that submitted bids or did not submit proposals. The construction committee plans to have a recommendation for the Board for your next meeting.

Section 5.10 C of the Town Charter gives the Board the latitude to accept or reject any or all bids. Statement to this effect was included in the bid advertisements and the Request for Proposals.

Recommended Action: Reject all three bids that were submitted for the construction and sitework for the Downtown Restroom Project.

Rebecca Bartolotta

From: Matt Lutkus
Sent: Tuesday, November 06, 2018 7:03 PM
To: Amy Leshure; Louis Abbotoni; Mark Hagar; Robin Mayer; Ronn Orenstein
Subject: Updated Agenda for November 7 Board of Selectmen's Meeting
Attachments: BOS 11-7-2018.doc; certified treasurer01149520181106154544.pdf; myers fund donation01149420181106154238.pdf; Scanned from a Xerox Multifunction Printer.pdf; IMG_2008.JPG

Selectmen, Attached is an updated agenda for tomorrow evening's meeting.

Here is what has been added since Saturday:

Under Town Manager notes:

Yesterday, I received notification that Cheryl Pinkham is now a certified municipal treasurer having met the requirements of the Maine Municipal Tax Collectors' and Treasurers' Association. (letter attached)

Under Official Action Items:

Donation for Upgrades to the Town Clock The equipment that operates the clock and timing of the bell strikes in the Town Clock is manually operated which means that at least once each week someone must climb the ladder to wind the apparatus that lifts the counterweights. Attached is a photo that I took in May 2016 showing the equipment that needs to wound weekly.

Rob Gregory took the lead for keeping the equipment operating after the passing of John Andrews in October, 2012. Mr. Andrews had done this for many years. Rob has been assisted by volunteers who wind the clock when he is out of town and help diagnose mechanical issues when they arise.

Because of the physical demands of this job, Rob is recommending the purchase of the equipment that automatically controls the winding of tower clock and the timing for the bell strikes. My discussions with Rob about adding this equipment go back several years. The control box would be located on the main floor of the tower. A proposal from a company that makes this equipment is attached. The following is a link to the firm's website:

<https://churchspecialtiesllc.com/>

Rob has generously agreed to pay the \$15,900 cost of purchasing and installing this equipment.

Because the clock is owned by the Town, I am asking the Board for permission to approve Rob Gregory's recommendation, accept his donation of the clock control system and give him the go-ahead to purchase the new equipment and have it installed.

Donation from the Edward and Julia Myers Marine Conservation Fund-The Town has received a donation of \$1,000 from the Edward and Julia Myers Marine Conservation Fund to be used towards the purchase of a security system at the Town launch. My recommended action is that the Board accept this donation. (letter attached)

With regard to the banking services agenda item, the Financial Advisory Committee asked Cheryl and I to contact the banks to obtain updated interest rate information. We received the last piece of updated information late this afternoon and I forwarded that to the Committee a short while ago. I hope to have a recommendation for you at tomorrow's meeting.



Maine Municipal Tax Collectors' and Treasurers' Association

Local Government Center • 60 Community Drive, Augusta, Maine 04330-9486
1-800-452-8786 (In Maine) • 207-623-8428 • Fax 207-624-0128
www.mmtcta.org

October 29, 2018

Mr Matt Lutkus
Town Manager
Town of Damariscotta
21 School St
Damariscotta, ME 04543

Dear Mr. Lutkus:

Congratulations are in order for the Town of Damariscotta. The Maine Municipal Tax Collectors' and Treasurers' Association has approved Cheryl Pinkham as a Certified Treasurer. This certification process has required many hours of dedication to achieve. The certification process requires that applicants receive training in a number of courses that relate to their field of expertise.

Cheryl will be recognized for receiving this certification at the MMTCTA Annual Conference being held on May 16th 2019 and in the MMTCTA newsletter *Dollar\$ and Sense*.

The MMTCTA understands the investment of time and resources it takes to achieve this status. You may want to check with the Town's insurance carrier to see if this would entitle the Town to a discount on your public official's liability insurance or bond insurance for this position. We encourage you to ask your insurance company and find out.

Congratulations once again!

Sincerely,

Julie Giles
Chairperson
MMTCTA Certification Committee

SECTION 00310

BID FORM

PROJECT IDENTIFICATION: Waterfront Restroom Building

THIS BID IS SUBMITTED TO: Town of Damariscotta
21 School Street
Damariscotta, ME 04543

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with Owner in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.
2. Bidder accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 45 days after the day of Bid opening. Bidder will sign and submit the Agreement with the Bonds and other documents required by the Bidding Requirements within fifteen days after the date of Owner's Notice of Award.
3. In submitting this Bid, Bidder represents, as more fully set forth in the Agreement, that:
 - (a) Bidder has examined copies of all the Bidding Documents and the following Addenda (receipt of all which is hereby acknowledged):

<u>Date</u>	<u>Number</u>
<u>10/17/18</u>	<u>#1</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

- (b) Bidder acknowledges that his Bid will be rejected unless the Issuing Office has a record that the Bidder has purchased at least one set of paper Bidding Documents from the Issuing Office.
 - (c) Bidder has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.
 - (d) Bidder has studied carefully all reports and drawings of subsurface conditions and drawings of physical conditions which are identified in the Supplementary Conditions as provided in Paragraph 4.02 of the General Conditions, and accepts the determination set

forth in Paragraph SC-4.02 of the Supplementary Conditions of the extent of the technical data contained in such reports and drawings upon which Bidder is entitled to rely.

- (e) Bidder has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests and studies (in addition to or to supplement those referred to in (c) above) which pertain to the subsurface or physical conditions at the site or otherwise may affect the cost, progress, performance or furnishing of the Work as Bidder considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of Paragraph 4.02 of the General Conditions; and no additional examinations, investigations, explorations, tests, reports or similar information or data are or will be required by Bidder for such purposes.
- (f) Bidder has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports or similar information or data in respect of said Underground Facilities are or will be required by Bidder in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of Paragraph 4.03 of the General Conditions.
- (g) Bidder has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.
- (h) Bidder has given Engineer written notice of all conflicts, errors or discrepancies that it has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Bidder.
- (i) The Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.
- (j) Bidder understands that the Owner reserves the right to reject any or all bids.
- (k) Bidder understands that, if the contract is to be awarded, it will be awarded to the lowest responsive, responsible bidder whose evaluation by Owner indicates to Owner that the award will be in the best interests of the Project.

- (l) The bid security attached in the amount of five percent of the Total Bid is to become the property of the Owner in the event the contract and bond are not executed within the time above set forth, as liquidated damages for the delay and additional expense to the Owner caused thereby.
- (m) (Any other representation required by Laws and Regulations.)
4. Bidder will complete the Work described in the Contract Documents for the following price(s):

BID SCHEDULE

Item No.	Quantity	Brief Description of Item with Unit Bid Price in Words	Unit Bid In Figures	Amount In Figures
1	1 LS	Waterfront Restroom Building		
		The Sum of \$ <u>FIVE HUNDRED EIGHTY ONE THOUSAND EIGHT HUNDRED NINETY NINE</u>	\$ <u>581,899.⁰⁰</u>	\$ <u>581,899.⁰⁰</u>
		Per Lump Sum		
2	300 LF	PE Storm drains		
		The Sum of \$ <u>FIFTY FIVE DOLLARS</u>	\$ <u>55.00</u>	\$ <u>16,500.00</u>
		Per Linear Foot		
3	1 EA	Core Existing Manhole		
		The Sum of \$ <u>SEVEN HUNDRED AND FIFTY DOLLARS</u>	\$ <u>750.00</u>	\$ <u>750.00</u>
		Per Each		
4	5 SY	Sidewalk Construction		
		The Sum of \$ <u>SIXTY DOLLARS</u>	\$ <u>60.00</u>	\$ <u>300.00</u>
		Per Square Yard		
5	170 LF	Vertical Granite Curb		
		The Sum of \$ <u>35 THIRTY FIVE DOLLARS</u>	\$ <u>35.00</u>	\$ <u>5,950.00</u>
		Per Linear Foot		

Item No.	Quantity	Brief Description of Item with Unit Bid Price in Words	Unit Bid In Figures	Amount In Figures
6	1 LS	Sewer Service Connections		
		The Sum of \$ <u>TWO THOUSAND FIVE HUNDRED DOLLARS</u>	\$ <u>2500.00</u>	\$ <u>2500.00</u>
		Lump Sum		
7	1 LS	Water Service Connections		
		The Sum of \$ <u>EIGHTEEN THOUSAND FIVE HUNDRED DOLLARS</u>	\$ <u>18,500</u>	\$ <u>18,500.00</u>
		Per Lump Sum		
8	325 LF	Foundation Piles		
		The Sum of \$ <u>SIXTY FIVE DOLLARS</u>	\$ <u>65.00</u>	\$ <u>21,125.00</u>
		Per Linear Foot		

SUBTOTAL (BASE BID): Total of Item 1-8 above.

SIX HUNDRED FORTY SEVEN THOUSAND FIVE (\$ 647,524.00)
HUNDRED TWENTY FOUR (Amount in Figures)
HUNDRED FORTY SEVEN DOLLARS
 (MM) (Amount in Words)

*The following bid items are intended to establish potential payment item costs for indeterminate work quantities. This indeterminate work shall be measured and paid for under the same basis as Bid Item 8, as defined in Specification Section 01150 – Measurement and Payment.

* LF Foundation Piles – Over Total Length of Base Bid Item 8

The Sum of \$ THIRTY EIGHT DOLLARS \$ 38.00 \$ _____
 Per Linear Foot

* LF Foundation Piles – Under Total Length of Base Bid Item 8

The Sum of \$ TWO DOLLARS \$ 2.00 \$ _____
 Per Linear Foot

5. Bidder agrees that the Work will be substantially complete and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work on time.

6. The following documents are attached hereto and made a condition of this Bid:
- (a) This Bid Form in its Entirety.
 - (b) Required Bid Security.
 - (c) Required Experience Statement (Section 00405) with supporting data.
 - (d) A tabulation of Subcontractors, Suppliers and other persons and organizations required to be identified in this Bid with estimated value of work.

7. Communications concerning this Bid shall be addressed to:

MARK McPHERSON
MARK@TBUCKCONSTRUCTION.NET

Phone: 207-783-6223 EXT 207

Fax: 207-783-3970

8. The terms used in this Bid which are defined in the General Conditions of the Construction Contract included as part of the Contract Documents have the meanings assigned to them in the General Conditions.

RESPECTFULLY SUBMITTED on _____, 2018

If Bidder is

An Individual

By _____ (SEAL)
(Individual's Name)

doing business as _____

Business address: _____

Phone No.: _____

A Partnership

By _____ (SEAL)
(Firm Name)

(General Partner)
Business address: _____

Phone No.: _____

A Corporation

By T. BUCK CONSTRUCTION INC. (SEAL)
(Corporation Name)

NEW HAMPSHIRE
(State of Incorporation)

By MARK M. PETERS, VP (SEAL)
(Name of Person Authorized to Sign)

By _____
(Title)

(Corporate Seal)

Attest Maria L. Mouton
(Secretary)

Business address: 302 B AUBURN RD.,
TURNER MAINE

Phone No.: 207-783-6223 EXT 203

A Joint Venture

By _____ (SEAL)
(Name)

(Address)

By _____ (SEAL)
(Name)

By _____
(Address)

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

END OF SECTION

SECTION 00405EXPERIENCE STATEMENT

All questions must be answered with clear and comprehensive data; if necessary, add additional pages. This statement must be notarized.

1. Name of Bidder. T. BUCK CONSTRUCTION INC.
2. Permanent Main Office address. 302 B AUBURN RD.
TURNER, MAINE 04282
3. When organized. 1990
4. Where incorporated. NEW HAMPSHIRE
5. How many years have you been engaged in the contracting business under your present firm name? Also state names and dates of previous firm names, if any. 28
6. State work of a similar nature to that stated in the Bid Proposal, including references, with contact information, that will assist the Owner to judge experience, skill and business standing: SEE ATTACHED
7. Contracts on hand. (Schedule showing gross amount of each contract and the approximate anticipated dates of completion. Include Clients Representative and phone number.) SEE ATTACHED
8. General character of work performed by your company. ROAD CONSTRUCTION, BRIDGE CONSTRUCTION,
WASTE WATER AND WATER TREATMENT PLANTS,
BUILDING CONSTRUCTION, RENOVATIONS

9. Have you ever failed to complete any work awarded to you? ___(Yes)
☒ (No) If so, where and why?

10. Have you ever defaulted on a contract? ___(Yes) ☒ (No). If so, where and why?

11. List the more important contracts recently executed by your company, stating approximate cost for each, and the month and year completed.
SEE ATTACHED

12. List your major equipment available for this contract.
SEE ATTACHED

13. List your key personnel such as Project Superintendent and foremen available for this contract.
DAN ALLEN

14. List any subcontractors whom you would expect to use and the general components of the Project (e.g. Electrical, Plumbing, HVAC, etc.) for which they will be responsible. Indicate other projects on which the proposed subcontractor has worked with you.
DON'S ELECTRIC, RIVERSIDE MECHANICAL, CUMBERLAND
COUNTY GLASS, COPA CONTRACTS, MILLER NORTH.

15. Name and address of banking institutions with whom you do business.

- Do you grant the Engineer permission to contact this (these) institutions? ☒ (Yes)
___(No)

Dated at T. BOCK CONST. this 24 day of OCTOBER 20 18

By (Name of Bidder)

State of MAINE S Title MARK N. PETERS VP

County of ANDROSCOGGIN

MARK M. PETERS being duly sworn, deposes and says that he is VP

of T. BOCK CONSTRUCTION and that the answers to the foregoing
(Name of Organization)

questions and all statements contained therein are true and correct.

Sworn to before me this 24th day of October, 20 18.

(Notary Public) Marvin J. MacBeth

My commission expires 10/19/2025.

END OF SECTION

WORK COMPLETE BUILDING

Owner	Engineer	Project/Category	Job #
University of Maine PO Box 9300 Portland, Me 04104 Carol Potter 800-800-4876	University of Maine PO Box 9300 Portland, Me 04104	Scienc Bldg C Second Floor Lab Portland, Me	1220
Contract Amount: \$ 193,183.69 Completion date: 9-14-2012		Category: A Own Forces: 30% Subcontracted: 70%	
State of NH dept of Asm Services 7 Hazen Drive Concord, NH 03302 Roger Dionne 603-271-3516	State of NH dept of Asm Service 7 Hazen Drive Concord, NH 03302	Sherman Adams Bldg Entrance Imp	1414
contract amount : \$496,630.00 Completion Date October 2015		Category: A Own forces: 65% Subcontract: 35%	
Town of Randolph 7 Summer St Randolph, VT 05060 802-728-5433	Dubois & King 28 North Main Street Randolph, VT 05060 Chuck Goodling 802-728-3376	WWTR Upgrade Randolph VT Treatment plant operator Elizabeth Walker 802-244-7424	1420
contract amount : \$7,449,825 Completion Date: 2016		Category: A Own forces: 28% Subcontract: 72%	
Town of Oxford 85 Pleasant Street Oxford, Me 04270 207-539-4431	Woodard & Curran 41 Hutchins Drive Portland, Me 04102 Maggie Connolly 207-775-2112 X 3290	WWTF & Pump Station Oxford, Me	1503
contract amount : \$8,648,628.85 Completion Date: May 2016		Category: A Own forces: 39% Subcontract: 61%	
Maine DOT 16 State House Station Augusta, Me 04333 ED Karpanski 207-504-1916	Maine DOT 16 State House Station Augusta, Me 04333 ED Karpinski 207-504-1916	Auburn Bus Terminal	1632
contract amount : \$1,336,230 Completion Date: 2016		Category: A Own forces: 28% Subcontract: 72%	

THIS IS A PARTIAL LIST, MORE COMPLETE LIST CAN BE PROVIDED.

[illegible]



THE FACE AND REVERSE OF THIS DOCUMENT HAVE A COLORED FLAG ON WHITE PAPER

P.O. Box 712 • Des Moines, IA 50306-0712

No. B94083

CERTIFICATE OF AUTHORITY INDIVIDUAL ATTORNEY-IN-FACT

KNOW ALL MEN BY THESE PRESENTS, that:

1. Employers Mutual Casualty Company, an Iowa Corporation
2. EMCASCO Insurance Company, an Iowa Corporation
3. Union Insurance Company of Providence, an Iowa Corporation
4. Illinois EMCASCO Insurance Company, an Iowa Corporation
5. Dakota Fire Insurance Company, a North Dakota Corporation
6. EMC Property & Casualty Company, an Iowa Corporation
7. Hamilton Mutual Insurance Company, an Iowa Corporation

hereinafter referred to severally as "Company" and collectively as "Companies", each does, by these presents, make, constitute and appoint: SHELLY ANDRADE, STEVEN VITORINO, GAIL PERRIN, PETER CASEY, DENISE RYBECK

its true and lawful attorney-in-fact, with full power and authority conferred to sign, seal, and execute its lawful bonds, undertakings, and other obligatory instruments of a similar nature as follows:

ANY AND ALL BONDS

and to bind each Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of each such Company, and all of the acts of said attorney pursuant to the authority hereby given are hereby ratified and confirmed.

AUTHORITY FOR POWER OF ATTORNEY

This Power-of-Attorney is made and executed pursuant to and by the authority of the following resolution of the Boards of Directors of each of the Companies at a regularly scheduled meeting of each company duly called and held in 1999:

RESOLVED: The President and Chief Executive Officer, any Vice President, the Treasurer and the Secretary of Employers Mutual Casualty Company shall have power and authority to (1) appoint attorneys-in-fact and authorize them to execute on behalf of each Company and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof; and (2) to remove any such attorney-in-fact at any time and revoke the power and authority given to him or her. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power-of-attorney issued to them, to execute and deliver on behalf of the Company, and to attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and any such instrument executed by any such attorney-in-fact shall be fully and in all respects binding upon the Company. Certification as to the validity of any power-of-attorney authorized herein made by an officer of Employers Mutual Casualty Company shall be fully and in all respects binding upon this Company. The facsimile or mechanically reproduced signature of such officer, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power-of-attorney of the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS THEREOF, the Companies have caused these presents to be signed for each by their officers as shown, and the Corporate seals to be hereto affixed this

9th day of MARCH, 2017

Seals



Bruce G. Kelley
Bruce G. Kelley, Chairman
of Companies 2, 3, 4, 5 & 6; President
of Company 1; Vice Chairman and
CEO of Company 7

Todd Strother
Todd Strother
Vice President

On this 9th day of MARCH AD 2017 before me a Notary Public in and for the State of Iowa, personally appeared Bruce G. Kelley and Todd Strother, who, being by me duly sworn, did say that they are, and are known to me to be the Chairman, President, Vice Chairman and CEO, and/or Vice President, respectively, of each of The Companies above; that the seals affixed to this instrument are the seals of said corporations; that said instrument was signed and sealed on behalf of each of the Companies by authority of their respective Boards of Directors; and that the said Bruce G. Kelley and Todd Strother, as such officers, acknowledged the execution of said instrument to be the voluntary act and deed of each of the Companies.
My Commission Expires October 10, 2019.

Kathy Loveridge
Notary Public in and for the State of Iowa

CERTIFICATE

I, James D. Clough, Vice President of the Companies, do hereby certify that the foregoing resolution of the Boards of Directors by each of the Companies, and this Power of Attorney issued pursuant thereto on MARCH 9, 2017 on behalf of: SHELLY ANDRADE, STEVEN VITORINO, GAIL PERRIN, PETER CASEY, DENISE RYBECK

are true and correct and are still in full force and effect.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 24th day of OCTOBER, 2018.

J. D. Clough Vice President

Bid Bond

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER (Name and Address):

T. Buck Construction, Inc.
302B Auburn Road, Turner, ME 04282

SURETY (Name, and Address of Principal Place of Business):

Employers Mutual Casualty Company
P.O. Box 712, Des Moines, IA 50306-0712

OWNER (Name and Address):

Town of Damariscotta
21 School Street, Damariscotta, ME 04543

BID

Bid Due Date: October 24, 2018

Description (Project Name—Include Location): Waterfront Restroom Building

BOND

Bond Number: Bid Bond

Date: October 24, 2018

Penal sum Five Percent of Amount Bid \$ 5%
(Words) (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER

T. Buck Construction, Inc. (Seal)
Bidder's Name and Corporate Seal

By:

Signature

MARIL M. PETERS
Print Name

VICE PRESIDENT
Title

Attest:

Signature

Accountant
Title

SURETY

Employers Mutual Casualty Company (Seal)
Surety's Name and Corporate Seal

By:

Signature (Attach Power of Attorney)

Peter Casey
Print Name

Attorney-in-Fact
Title

Attest:

Signature

Area Account Manager
Title

Note: Addresses are to be used for giving any required notice.

Provide execution by any additional parties, such as joint venturers, if necessary.

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

T. Buck Construction Inc.

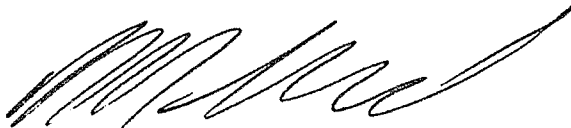
302 B Auburn Road
Turner, Maine 04282
Phone (207) 783-6223
Fax (207) 783-3970
mark@tbuckcon.net

Town of Damariscotta Waterfront Restrooms

Cost Savings

1. Delete winter conditions allow for later completion date, deduct <\$20,000>
2. Delete suspended interior slab and place slab on gravel, deduct <\$10,000>
3. Delete seismic requirements for brick and block along with granite panels, colored mortar, copper flashing, thermal anchors, and insulation, deduct <\$12,000>
4. Delete epoxy painted floor, <\$13,000>
5. Delete galvanizing of painted railings. <\$2,000
6. Deduct if delegated design engineering is not needed on windows, <\$1,500>

Mark McPheters



**Vice President
T. Buck Construction Inc.**

SECTION 00310

BID FORM

PROJECT IDENTIFICATION: Waterfront Restroom Building

THIS BID IS SUBMITTED TO: Town of Damariscotta
21 School Street
Damariscotta, ME 04543

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with Owner in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.
2. Bidder accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 45 days after the day of Bid opening. Bidder will sign and submit the Agreement with the Bonds and other documents required by the Bidding Requirements within fifteen days after the date of Owner's Notice of Award.
3. In submitting this Bid, Bidder represents, as more fully set forth in the Agreement, that:
 - (a) Bidder has examined copies of all the Bidding Documents and the following Addenda (receipt of all which is hereby acknowledged):

<u>Date</u>	<u>Number</u>
10/17/2018	1
_____	_____
_____	_____
_____	_____
_____	_____

- (b) Bidder acknowledges that his Bid will be rejected unless the Issuing Office has a record that the Bidder has purchased at least one set of paper Bidding Documents from the Issuing Office.
 - (c) Bidder has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.
 - (d) Bidder has studied carefully all reports and drawings of subsurface conditions and drawings of physical conditions which are identified in the Supplementary Conditions as provided in Paragraph 4.02 of the General Conditions, and accepts the determination set

forth in Paragraph SC-4.02 of the Supplementary Conditions of the extent of the technical data contained in such reports and drawings upon which Bidder is entitled to rely.

- (e) Bidder has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests and studies (in addition to or to supplement those referred to in (c) above) which pertain to the subsurface or physical conditions at the site or otherwise may affect the cost, progress, performance or furnishing of the Work as Bidder considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of Paragraph 4.02 of the General Conditions; and no additional examinations, investigations, explorations, tests, reports or similar information or data are or will be required by Bidder for such purposes.
- (f) Bidder has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports or similar information or data in respect of said Underground Facilities are or will be required by Bidder in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of Paragraph 4.03 of the General Conditions.
- (g) Bidder has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.
- (h) Bidder has given Engineer written notice of all conflicts, errors or discrepancies that it has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Bidder.
- (i) The Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.
- (j) Bidder understands that the Owner reserves the right to reject any or all bids.
- (k) Bidder understands that, if the contract is to be awarded, it will be awarded to the lowest responsive, responsible bidder whose evaluation by Owner indicates to Owner that the award will be in the best interests of the Project.

(l) The bid security attached in the amount of five percent of the Total Bid is to become the property of the Owner in the event the contract and bond are not executed within the time above set forth, as liquidated damages for the delay and additional expense to the Owner caused thereby.

(m) (Any other representation required by Laws and Regulations.)

4. Bidder will complete the Work described in the Contract Documents for the following price(s):

BID SCHEDULE

Item No.	Quantity	Brief Description of Item with Unit Bid Price in Words	Unit Bid In Figures	Amount In Figures
1	1 LS	Waterfront Restroom Building The Sum of \$ <u>Six hundred and ninety-five thousand</u> Per Lump Sum	<u>\$695,000</u>	<u>\$695,000</u>
2	300 LF	PE Storm drains The Sum of \$ <u>Sixty-Four dollars and Eighty cents</u> Per Linear Foot	<u>\$64.80</u>	<u>\$19,440</u>
3	1 EA	Core Existing Manhole The Sum of \$ <u>Six hundred dollars</u> Per Each	<u>\$600.00</u>	<u>\$600.00</u>
4	5 SY	Sidewalk Construction The Sum of \$ <u>Sixty dollars</u> Per Square Yard	<u>\$60.00</u>	<u>\$300.00</u>
5	170 LF	Vertical Granite Curb The Sum of \$ <u>Seventy Nine dollars</u> Per Linear Foot	<u>\$79.00</u>	<u>\$13,430.00</u>

Item No.	Quantity	Brief Description of Item with Unit Bid Price in Words	Unit Bid In Figures	Amount In Figures
6	1 LS	Sewer Service Connections		
		The Sum of \$ <u>Three thousand</u> <u>dollars</u>	<u>\$3,000</u>	<u>\$3,000</u>
		Lump Sum		
7	1 LS	Water Service Connections		
		The Sum of \$ <u>Sixteen thousand</u> <u>and two hundred dollars</u>	<u>\$16,200</u>	<u>\$16,200</u>
		Per Lump Sum		
8	325 LF	Foundation Piles		
		The Sum of \$ <u>Eighty - Two</u> <u>dollars</u>	<u>\$82.00</u>	<u>\$26,650</u>
		Per Linear Foot		

SUBTOTAL (BASE BID): Total of Item 1-8 above.

Seven hundred seventy-four thousand (\$ 774,620)
(Amount in Figures)
Six hundred and twenty thousand
(Amount in Words)

*The following bid items are intended to establish potential payment item costs for indeterminate work quantities. This indeterminate work shall be measured and paid for under the same basis as Bid Item 8, as defined in Specification Section 01150 – Measurement and Payment.

* LF	Foundation Piles – Over Total Length of Base Bid Item 8			
	The Sum of \$ <u>Forty-six dollars</u>	<u>\$46.00</u>	<u>\$46.00</u>	
	Per Linear Foot			
* LF	Foundation Piles – Under Total Length of Base Bid Item 8			
	The Sum of \$ <u>Two dollars</u>	<u>\$2.00</u>	<u>\$2.00</u>	
	Per Linear Foot			

5. Bidder agrees that the Work will be substantially complete and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work on time.

6. The following documents are attached hereto and made a condition of this Bid:
- (a) This Bid Form in its Entirety.
 - (b) Required Bid Security.
 - (c) Required Experience Statement (Section 00405) with supporting data.
 - (d) A tabulation of Subcontractors, Suppliers and other persons and organizations required to be identified in this Bid with estimated value of work.
7. Communications concerning this Bid shall be addressed to:
- Doten's Construction, Inc.
392 US Route 1
Freeport, Maine 04032
Phone: 207-865-4412
Fax: 207-865-6373
8. The terms used in this Bid which are defined in the General Conditions of the Construction Contract included as part of the Contract Documents have the meanings assigned to them in the General Conditions.

RESPECTFULLY SUBMITTED on October 24, 2018

If Bidder is

An Individual

By _____ (SEAL)
(Individual's Name)

doing business as _____

Business address: _____

Phone No.: _____

A Partnership

By _____ (SEAL)
(Firm Name)

(General Partner)

Business address: _____

Phone No.: _____

A Corporation

By _____ Doten's Construction, Inc. _____ (SEAL)

(Corporation Name)

Maine

By _____ (State of Incorporation) _____ (SEAL)

(Name of Person Authorized to Sign)

By _____ Estimator _____

(Title)

(Corporate Seal)

Attest _____ Martha Mahoney _____
(Secretary)

Business address: 392 US Route 1

Freeport, Maine 04032

Phone No.: 207-865-4412

A Joint Venture

By _____ (SEAL)

(Name)

(Address)

By _____ (SEAL)

(Name)

By _____

(Address)

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

END OF SECTION

SECTION 00405EXPERIENCE STATEMENT

All questions must be answered with clear and comprehensive data; if necessary, add additional pages. This statement must be notarized.

1. Name of Bidder.
Dalen's Construction Inc.
2. Permanent Main Office address.
392 US Route 1
Freeport, ME 04032
3. When organized.
1986
4. Where incorporated.
Maine
5. How many years have you been engaged in the contracting business under your present firm name? Also state names and dates of previous firm names, if any.
32 years
6. State work of a similar nature to that stated in the Bid Proposal, including references, with contact information, that will assist the Owner to judge experience, skill and business standing:
Statements attached
7. Contracts on hand. (Schedule showing gross amount of each contract and the approximate anticipated dates of completion. Include Clients Representative and phone number.)

<u>Aetna</u>	<u>~ \$200k</u>
<u>Brunswick Dentist</u>	<u>~ \$600k</u>
8. General character of work performed by your company.
Framing, drywall, painting, decking, doors,
roofing

9. Have you ever failed to complete any work awarded to you? ___(Yes)
☒ (No) If so, where and why?

10. Have you ever defaulted on a contract? ___(Yes) ☒ (No). If so, where and why?

11. List the more important contracts recently executed by your company, stating approximate cost for each, and the month and year completed.
Attached

12. List your major equipment available for this contract.

13. List your key personnel such as Project Superintendent and foremen available for this contract.
Larry Ross Site Supervisor / PM

14. List any subcontractors whom you would expect to use and the general components of the Project (e.g. Electrical, Plumbing, HVAC, etc.) for which they will be responsible. Indicate other projects on which the proposed subcontractor has worked with you.
- | | |
|--------------------------|------------------------|
| <u>HB Fleming</u> | <u>Piles</u> |
| <u>Precision Welding</u> | <u>Steel Railings</u> |
| <u>Damon Mech</u> | <u>HVAC / Plumbing</u> |
| <u>Hayer Sitework</u> | <u>Sitework</u> |
- _____

15. Name and address of banking institutions with whom you do business.
Bath Savings
424 US Route One
Yarmouth, ME

Do you grant the Engineer permission to contact this (these) institutions? ☒ (Yes)
___(No)

Dated at October this 24th day of October, 2018
Doten's Construction
(Name of Bidder)

By Tyler Coffin

State of Maine S Title Estimator

County of Cumberland

Tyler Coffin being duly sworn, deposes and says that he is

of Doten's Construction, Inc. and that the answers to the foregoing
(Name of Organization)

questions and all statements contained therein are true and correct.

Sworn to before me this 24th day of October, 2018.

(Notary Public)

My commission expires

ANTHONY A. MAHONEY
Notary Public, Maine
My Commission Expires July 26, 2019

END OF SECTION

SECTION 00410

BID BOND

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER (Name and Address):

DOTEN'S INCORPORATED DBA DOTEN'S CONSTRUCTION, INC.
175 SOUTH FREEPORT ROAD
FREEPORT, ME 04032

SURETY (Name, and Address of Principal Place of Business):

MERCHANTS BONDING COMPANY
PO BOX 14499
DES MOINES, IA 50306

OWNER (Name and Address):

TOWN OF DAMARISCOTTA
21 SCHOOL STREET
DAMARISCOTTA, ME 04543

BID

Bid Due Date: OCTOBER 24, 2018

Description (Project Name— Include Location): WATERFRONT RESTROOM BUILDING,
DAMARISCOTTA, ME

BOND

Bond Number: DOTENS350

Date: OCTOBER 23, 2018

Penal sum FIVE PERCENT OF ATTACHED BID \$ *5%*

(Words)

(Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER DOTEN'S INCORPORATED
DBA DOTEN'S CONSTRUCTION, INC. (Seal)

SURETY
MERCHANTS BONDING COMPANY (Seal)

Bidder's Name and Corporate Seal

Surety's Name and Corporate Seal

By:

Signature

By:

Signature (Attach Power of Attorney)

Print Name

JOLINE L. BINETTE

Print Name

Title

ATTORNEY-IN-FACT

Title

Attest:

Signature

WITNESS:

Signature

Title Office Admin.

Title

Note: Addresses are to be used for giving any required notice.

Provide execution by any additional parties, such as joint venturers, if necessary.

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

MERCHANTS
BONDING COMPANY™
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Heidi Rodzen; Joline L Binette; Melanie A Bonnevillie; Robert E Shaw

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

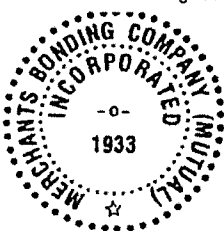
"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 6th day of April, 2017.



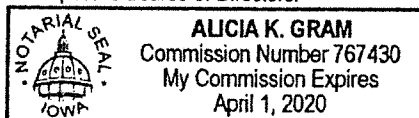
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By

Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this this 6th day of April, 2017, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



Alicia K. Gram

Notary Public

(Expiration of notary's commission
does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 23RD day of OCTOBER, 2018.



William Warner Jr.

Secretary



Company Background

Doten's Construction, Inc. is a small business operating out of Freeport, Maine for over 27 years. We have vast experience in all aspects of construction, renovation and management. Using strong relationships our employees, vendors and subcontractors, we have built a competitive advantage over others in our field. Doten's Construction, Inc. takes pride in our impeccable safety record and project successes.

Historically we have managed projects as large as \$4m and as small as \$500, ranging from the States of Maine, New Hampshire, Massachusetts, Texas and Washington State.

We are a General Contractor and Project Management company who performs all wood construction, drywall, millwork, painting, insulation and more with skilled labor employed by the company. Our employees are very diverse in experience and physical location throughout the State of Maine. Subcontracted work includes, excavation, HVAC, plumbing and electrical work.

Safety Plan Approach

In the construction industry, safety is on the forefront of everyone's concerns. We are a member of the Self Insured Construction Services Group Trust, facilitated by Cross Insurance. This group is comprised of an elite selection of Maine contractors who have one common goal, a safe work place for all. The group trust is much more involved versus the traditional commercial market. Quarterly safety



meetings with mandatory attendance are conducted. Monthly project site inspections are conducted by Willis where fines are assessed for any and all infractions found. Reporting requirements include; weekly project evaluations and site conditions, near miss reporting, quarterly company safety meeting minutes, weekly job site safety meeting minutes, a working safety manual, annual safety training for employees, pre-employment physical exams, light duty and return to work programs, daily group stretching program and annual safety goals among many others.

Safety is a constant on all of our job sites ir-regardless of size of the project. All employees receive a copy of our safety manual upon successfully completing the pre-employment physical. The manual is read in our office and each page is initialed by the employee. Personal protective equipment is issued to employees as older equipment is retired. All employees are trained in the 10 hour OSHA course as well as fall protection, CPR and fork lift operation to name a few.

Subcontractors of Doten's Construction, Inc. are held to the same standard as its employees. Subcontractors also sign contracts which include the safety standards they are expected to uphold. Rarely do we have an issue with safety on our projects. Our core subcontractors are very familiar with our standards and have upheld their safety responsibilities well. We are very proud of our workman's comp experience modification rating of .81, deemed outstanding for the industry.



Project Close out Procedures

Doten's Construction, Inc. prides itself on the very limited punch list work present following the substantial completion of its contracts. The Field Supervisors act as an ongoing punch list facilitators throughout the project. The team is armed with cameras, computers, cell phones and fax machines. The logic behind this is to catch all potential re-call work prior to a compilation of a punch list. Digital photos are taken throughout the project.

Once the project draws to a close and the majority of the work has been completed, Doten's field supervisor initiates an internal punch list. This approach is meant to catch those small inconsistencies in workmanship, materials and or omissions of work product. All employees, vendors and subcontractors are notified via oral and written communication of their portion of the preliminary punch list. Once the preliminary punch list work has been completed, the customer is scheduled for a walk through. Present at such a walk through is at least one principal of the company, field manager, customer and possibly engineer and or architect. The time frame for the walk through is dependent upon the size of the project. Walk through minutes are recorded by Doten's and the formal punch list is derived. The formal punch list if not completed by the customer will be conveyed to the customer by Doten's. The final punch list is then the main focus of all involved in the project at the field level. Subcontractors and vendors work included in the punch list are notified immediately and are aware of the deadline of all work to be completed.



Once the final punch list has been completed a final walk through is scheduled with all in attendance of the previous walk through. The agenda for this walk through is facilitated by the punch list items. Photos are taken of the remedies completed and the customer is asked to sign the close out documents provided by Doten's. The close-out documents include a project survey, successful punch list completion sign-off and release of retainage. Once the close-out documents have been received by Doten's, including the final payment, all subcontractors are paid in full in return for final lien waivers.

Due to our long lasting relationships with both our vendors and subcontractors we have never failed the timely completion of a punch list.

Financial

Doten's Construction, Inc. has never sought protection under the bankruptcy laws.

Insurance

2M General Liability, 4M Umbrella Policy, 1M Auto Policy and 1M Workman's Compensation Policy.

Doten's Construction, Inc. does not have any damage claims against our organization in the last five years.

Misconduct

None



Historical Projects –

Project #1

Description - Construction of three retail buildings at the Cabelas campus

Original Contract Value - \$3,422,162.00

Month/Year Completed - May 2008

Location - Scarborough

Owner – Amec, formerly known as Oest Associates

Joel Stilphen (207) 828-2626

Relevance - This project was a ground-up design build construction project commencing in November 2007 achieving substantial completion by May 2008.

Retail buildings 2, 3 and 4 located at the Cabela's Scarborough Maine campus were included in this contract. Our direction of various trades and vendors as well as our own crew brought this contract to a successful close.

Project #2

Description – Rivalries

Original Contract Value - \$ 1,000,000.00

Month/Year Completed – Currently in progress

Location – Falmouth, Maine

Owner – 496 LLC (207) 389-9077

Relevance – This project was ground-up design build for a specific restaurant. We gathered a group of subcontractors we had worked for in the past to complete this project on budget and on time for the owner.



Project #3

Description - Construction of addition on existing manufacturing plant

Contract Sum - \$1,137,292.11

Month/Year Completed- June 2008

Location - Sanford Maine

Owner- Maine Manufacturing, formerly known as Whatman, Inc.

Craig Cunningham (207) 324-1754 Ext 103

Relevance- This project is an example of our ability to work within the high security requirements of our customers. This project included an expansion of a warehouse and clean room area. This facility is considered a high security plant due to the work product, technology, clean room requirements and information systems. The ground-up contraction of this addition, included office and warehouse space approximately 10,000 square feet.

Project #4

Description – Coffee House

Contract Sum - \$ 1,200,000.00

Month/Year Completed- March 2008

Location - Yarmouth, Maine

Owner- 305 LLC (207) 233-9013

Relevance - This was a design build that spanned over a two year period. This project showed our ability to add scope to the project as it proceeded along and still complete the project in the amount of time given by the owner.

SECTION 00310

BID FORM

PROJECT IDENTIFICATION: Waterfront Restroom Building

THIS BID IS SUBMITTED TO: Town of Damariscotta
21 School Street
Damariscotta, ME 04543

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with Owner in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.
2. Bidder accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 45 days after the day of Bid opening. Bidder will sign and submit the Agreement with the Bonds and other documents required by the Bidding Requirements within fifteen days after the date of Owner's Notice of Award.
3. In submitting this Bid, Bidder represents, as more fully set forth in the Agreement, that:
 - (a) Bidder has examined copies of all the Bidding Documents and the following Addenda (receipt of all which is hereby acknowledged):

<u>Date</u>	<u>Number</u>
10/17/2018	1

- (b) Bidder acknowledges that his Bid will be rejected unless the Issuing Office has a record that the Bidder has purchased at least one set of paper Bidding Documents from the Issuing Office.
 - (c) Bidder has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.
 - (d) Bidder has studied carefully all reports and drawings of subsurface conditions and drawings of physical conditions which are identified in the Supplementary Conditions as provided in Paragraph 4.02 of the General Conditions, and accepts the determination set

forth in Paragraph SC-4.02 of the Supplementary Conditions of the extent of the technical data contained in such reports and drawings upon which Bidder is entitled to rely.

- (e) Bidder has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests and studies (in addition to or to supplement those referred to in (c) above) which pertain to the subsurface or physical conditions at the site or otherwise may affect the cost, progress, performance or furnishing of the Work as Bidder considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of Paragraph 4.02 of the General Conditions; and no additional examinations, investigations, explorations, tests, reports or similar information or data are or will be required by Bidder for such purposes.
- (f) Bidder has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports or similar information or data in respect of said Underground Facilities are or will be required by Bidder in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of Paragraph 4.03 of the General Conditions.
- (g) Bidder has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.
- (h) Bidder has given Engineer written notice of all conflicts, errors or discrepancies that it has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Bidder.
- (i) The Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.
- (j) Bidder understands that the Owner reserves the right to reject any or all bids.
- (k) Bidder understands that, if the contract is to be awarded, it will be awarded to the lowest responsive, responsible bidder whose evaluation by Owner indicates to Owner that the award will be in the best interests of the Project.

- (l) The bid security attached in the amount of five percent of the Total Bid is to become the property of the Owner in the event the contract and bond are not executed within the time above set forth, as liquidated damages for the delay and additional expense to the Owner caused thereby.

(m) (Any other representation required by Laws and Regulations.)

4. Bidder will complete the Work described in the Contract Documents for the following price(s):

BID SCHEDULE

Item No.	Quantity	Brief Description of Item with Unit Bid Price in Words	Unit Bid In Figures	Amount In Figures
1	1 LS	Waterfront Restroom Building		
		The Sum of \$ <u>Four Hundred Fifty-seven Thousand Eight Hundred Forty-two and 85/100</u>	\$ _____	\$ <u>457,842.85</u>
		Per Lump Sum		
2	300 LF	PE Storm drains		
		The Sum of \$ <u>54.00</u>	\$ _____	\$ <u>16,200.00</u>
		Per Linear Foot		
3	1 EA	Core Existing Manhole		
		The Sum of \$ <u>500.00</u>	\$ _____	\$ <u>500.00</u>
		Per Each		
4	5 SY	Sidewalk Construction		
		The Sum of \$ <u>50.00</u>	\$ _____	\$ <u>250.00</u>
		Per Square Yard		
5	170 LF	Vertical Granite Curb		
		The Sum of \$ <u>68.00</u>	\$ _____	\$ <u>11,160.00</u>
		Per Linear Foot		

Item No.	Quantity	Brief Description of Item with Unit Bid Price in Words	Unit Bid In Figures	Amount In Figures
6	1 LS	Sewer Service Connections		
		The Sum of \$ <u>Two Thousand Five Hundred and 00/100</u>	\$ _____	\$ <u>2,500.00</u>
		Lump Sum		
7	1 LS	Water Service Connections		
		The Sum of \$ <u>Thirteen Thousand Five Hundred and 00/100</u>	\$ _____	\$ <u>13,500.00</u>
		Per Lump Sum		
8	325 LF	Foundation Piles		
		The Sum of \$ <u>72.00</u>	\$ _____	\$ <u>23,400.00</u>
		Per Linear Foot		

SUBTOTAL (BASE BID): Total of Item 1-8 above.

Five Hundred Twenty-five Thousand Three Hundred _____ (\$ 525,352.85)
 Fifty-two and 85/100 _____ (Amount in Figures)
 _____ (Amount in Words)

*The following bid items are intended to establish potential payment item costs for indeterminate work quantities. This indeterminate work shall be measured and paid for under the same basis as Bid Item 8, as defined in Specification Section 01150 – Measurement and Payment.

* LF	Foundation Piles – Over Total Length of Base Bid Item 8		
	The Sum of \$ <u>38.00</u>	\$ _____	\$ _____
	Per Linear Foot		
* LF	Foundation Piles – Under Total Length of Base Bid Item 8		
	The Sum of \$ <u>2.00</u>	\$ _____	\$ _____
	Per Linear Foot		

5. Bidder agrees that the Work will be substantially complete and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work on time.

6. The following documents are attached hereto and made a condition of this Bid:
- (a) This Bid Form in its Entirety.
 - (b) Required Bid Security.
 - (c) Required Experience Statement (Section 00405) with supporting data.
 - (d) A tabulation of Subcontractors, Suppliers and other persons and organizations required to be identified in this Bid with estimated value of work.
7. Communications concerning this Bid shall be addressed to:
- Benjamin K. Laukka
Bruce Laukka, Inc.
P.O. Box 157, West Rockport, ME 04865
Phone: 236-4407
Fax: E-mail: ben@brucelaukkainc.com
8. The terms used in this Bid which are defined in the General Conditions of the Construction Contract included as part of the Contract Documents have the meanings assigned to them in the General Conditions.

RESPECTFULLY SUBMITTED on October 24, 2018

If Bidder is

An Individual

By _____ (SEAL)
(Individual's Name)

doing business as _____

Business address: _____

Phone No.: _____

A Partnership

By _____ (SEAL)
(Firm Name)

(General Partner)
Business address: _____

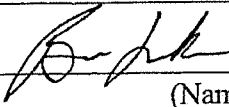
Phone No.: _____

A Corporation

By Bruce Laukka, Incorporated (SEAL)

(Corporation Name)

Maine

(State of Incorporation)
By  Benjamin K. Laukka (SEAL)

(Name of Person Authorized to Sign)

By Owner

(Title)

(Corporate Seal)

Attest _____

(Secretary)

Business address: P.O. Box 157,

West Rockport, ME 04865

Phone No.: 207-336-4407

A Joint Venture

By _____ (SEAL)

(Name)

(Address)

By _____ (SEAL)

(Name)

By _____

(Address)

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

END OF SECTION

Damariscotta Waterfront Restroom
Subcontractors and Estimated Values

Description	Subcontractor	Total
General Contract	Bruce Laukka Inc.	\$ 164,176.10
Sitework	Hagar Enterprises	\$ 81,521.00
Piles	H.B. Fleming	\$ 25,478.75
Foundation/Concrete	Lajoie Bros Inc.	\$ 81,163.50
Masonry	Bonin Masonry Inc.	\$ 60,830.00
Hand Rail	Rockport Steel	\$ 46,910.60
Toilet Accessories	Donovan Specialties	\$ 11,110.00
Insulation	I and S Insulation Inc.	\$ 3,498.00
Drywall	Irvs Drywall, Inc.	\$ 1,320.00
Painting	Paint Services	\$ 6,424.00
Plumbing	Clearwater Plumbing Inc.	\$ 21,459.90
Electrical	Achorns Electric	\$ 21,461.00
	Total	\$ 525,352.85

SECTION 00410

BID BOND

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER (Name and Address):

BRUCE LAUKKA, INCORPORATED
26 LIBERTY STREET PO BOX 157
WEST ROCKPORT, ME 04865

SURETY (Name and Address of Principal Place of Business):

BERKLEY INSURANCE COMPANY
475 STEAMBOAT ROAD
GREENWICH, CT 06830

OWNER (Name and Address):

TOWN OF DAMARISCOTTA
21 SCHOOL STREET
DAMARISCOTTA, ME 04543

BID

Bid Due Date: OCTOBER 24, 2018

Description (Project Name— Include Location): WATERFRONT RESTROOM, TOWN OF DAMARISCOTTA, ME
#13116E

BOND

Bond Number: BRUCE14

Date: OCTOBER 15, 2018

Penal sum FIVE PERCENT OF ATTACHED BID

\$ *5%*

(Words)

(Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER

BRUCE LAUKKA, INCORPORATED

(Seal)

Bidder's Name and Corporate Seal

SURETY

BERKLEY INSURANCE COMPANY

(Seal)

Surety's Name and Corporate Seal

By:

Signature

Benjamin Laukka

Print Name

Owner

Title

Attest:

Signature

Title

By:

Signature (Attach Power of Attorney)

NANCY L. CASTONGUAY

Print Name

ATTORNEY-IN-FACT

Title

WITNESS:

Signature

Title

Note: Addresses are to be used for giving any required notice.

Provide execution by any additional parties, such as joint venturers, if necessary.

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

POWER OF ATTORNEY
BERKLEY INSURANCE COMPANY
WILMINGTON, DELAWARE

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

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: *Nancy L. Castonguay; Robert E. Shaw, Jr.; Heidi Rodzen; Joline L. Binette; or Melanie A. Bonnevie of Skillings - Shaw & Associates, Inc. of Lewiston, ME* its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed **One Hundred Million and 00/100 U.S. Dollars (U.S.\$100,000,000.00)**, to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

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

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

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

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

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

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 27th day of April, 2016.

Attest:

Berkley Insurance Company

(Seal)

By

Ira S. Lederman
Senior Vice President & Secretary

By

Jeffrey M. Hafter
Senior Vice President

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

STATE OF CONNECTICUT)

) ss:

COUNTY OF FAIRFIELD)

Sworn to before me, a Notary Public in the State of Connecticut, this 27th day of April, 2016, by Ira S. Lederman and Jeffrey M. Hafter who are sworn to me to be the Senior Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

MARIA C. RUNDBAKEN
NOTARY PUBLIC
MY COMMISSION EXPIRES
APRIL 30, 2019

Maria C. Rundbaken
Notary Public, State of Connecticut

CERTIFICATE

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

Given under my hand and seal of the Company, this 15TH day of OCTOBER, 2018.

(Seal)

Andrew M. Luna

WARNING - Any unauthorized reproduction or alteration of this document is prohibited. This power of attorney is void unless seals are readable and the certification seal at the bottom is embossed. The background imprint, warning and verification instructions (on reverse) must be in blue ink.

SECTION 00405EXPERIENCE STATEMENT

All questions must be answered with clear and comprehensive data; if necessary, add additional pages. This statement must be notarized.

1. Name of Bidder.
Bruce Laukka, Incorporated
2. Permanent Main Office address.
P.O. Box 157, West Rockport, ME 04865
3. When organized.
Founded 1978
4. Where incorporated.
Maine
5. How many years have you been engaged in the contracting business under your present firm name? Also state names and dates of previous firm names, if any.
37 years, Incorporated June 3, 1981.
6. State work of a similar nature to that stated in the Bid Proposal, including references, with contact information, that will assist the Owner to judge experience, skill and business standing:

<u>Hallowell Fire Station</u>	<u>Nate Rudy, City Manager</u>	<u>Tel: 623-4021 Ext. 203</u>
<u>South Thomaston Municipal Building</u>	<u>Terri-Lynn Baines, Town Administrator</u>	<u>Tel: 596-6584</u>
<u>Woolwich Town Hall Addition</u>	<u>Katharine Johnson, Town Administrator</u>	<u>Tel: 442-7094</u>
7. Contracts on hand. (Schedule showing gross amount of each contract and the approximate anticipated dates of completion. Include Clients Representative and phone number.)
Please see attached.
8. General character of work performed by your company.
Commercial and residential construction

9. Have you ever failed to complete any work awarded to you? ___(Yes)
✓(No) If so, where and why?

10. Have you ever defaulted on a contract? ___(Yes) ✓(No). If so, where and why?

11. List the more important contracts recently executed by your company, stating approximate cost for each, and the month and year completed.
- | | | |
|---|----------------|------------|
| Hallowell Fire Station, Hallowell, ME | \$2,015,600 | 10/15/2018 |
| Jaynes-Knoblock Cottage, Edgecomb, ME | \$502,525.00 | 7/31/2018 |
| Parker Garage/Guest House, Harborside, ME | \$2,636,000.00 | 9/30/2018 |
| Kieve/Wavus, 3 new cottages/deck/store, Jefferson, ME | \$1,011,700.00 | 7/31/2018 |
12. List your major equipment available for this contract.
 None

13. List your key personnel such as Project Superintendent and foremen available for this contract.
- | | |
|------------------|--------------|
| Project Manager: | Ben Laukka |
| Superintendent: | Aldano Ronco |
14. List any subcontractors whom you would expect to use and the general components of the Project (e.g. Electrical, Plumbing, HVAC, etc.) for which they will be responsible. Indicate other projects on which the proposed subcontractor has worked with you.
- | | | |
|-------------|---|--|
| Sitework: | Hanley Construction, Bristol ME | Kieve-Wavus/Freese Residence/Heidenreich Residence |
| Concrete: | Lajoie Brothers, Inc., Augusta ME | Hallowell Fire Station |
| Masonry: | Girous & Family Masonry, Inc., Lewiston ME | Hallowell Fire Station |
| Plumbing: | Clear Water Plumbing, Inc., Damariscotta ME | Freese/Heidenreich/Jaynes-Knoblock Residences |
| Electrical: | Achorn's Electric, Waldoboro ME | Freese/Heidenreich/Riemer Residences |
15. Name and address of banking institutions with whom you do business.
- | | | |
|------------------------------------|-------------------|---------------|
| Camden National Bank, Rockland, ME | Mr. Michael Jones | Tel: 594-2101 |
|------------------------------------|-------------------|---------------|
- Do you grant the Engineer permission to contact this (these) institutions? ✓(Yes)
 ___(No)

Dated at Rockport this 24th day of October, 2018

Benjamin K. Laukka

(Name of Bidder)

By 

State of Maine S Title Owner

County of Knox)

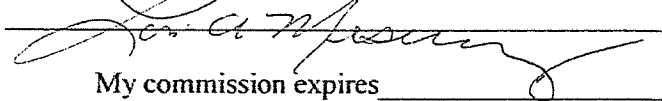
Benjamin K. Laukka being duly sworn, deposes and says that he is

of Bruc Laukka Inc and that the answers to the foregoing
(Name of Organization)

questions and all statements contained therein are true and correct.

Sworn to before me this 24th day of October, 2018.

(Notary Public)


My commission expires _____

END OF SECTION

LORI A. MESERVEY
Notary Public, State of MAINE
My Commission Expires: NOVEMBER 9, 2020



Bruce Laukka, Inc.

RESIDENTIAL • RENOVATIONS • HISTORIC • COMMERCIAL

Post Office Box 157 • West Rockport, ME 04865

Telephone 207.236.4407

www.brucelaukka.com

mail@brucelaukka.com

October 24, 2018

Experience Statement
Item 7 – Contracts on Hand

Rich and Valery Riemer Residence, Rockport, Me

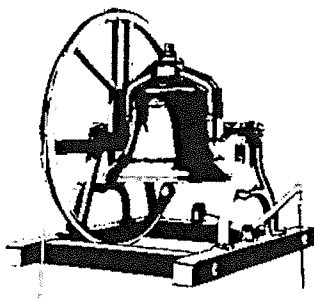
Contract amount:	\$1,611,500.00	
Completion date:	May 2019	
Contact - Architect:	Priestley & Associates (John Priestley)	Tel: 236-7745

Camp Kieve – Bunkhouse “G”

Contract amount:	\$623,800.00	
Completion date:	June 2019	
Contact - Owner:	Kieve-Wavus Education, Inc. (Ed Ross)	Tel: 563-5172

Camp Kieve – Gym Expansion

Contract amount:	127,200.00	
Completion date:	March 2019	
Contact – Owner	Kieve-Wavus Education, Inc. (Ed Ross)	Tel: 563-5172



Church Specialties, LLC

Bells • Bell Ringers • Carillons • Chimes

Joseph P. Duffy, III

P.O. Box 628, East Poultney, VT 05741

1-888-570-1042 • www.churchspecialtiesllc.com

November 1, 2018

Rob,

It was nice speaking with you recently about the clock and bell. I am sure that we can help you.

My family has been in the bell business since 1919 and we have the experience, expertise and products to help you with any aspect of restoration, renovation or automation.

I worked up a rough estimate for an integrated three-way tower clock movement and a bell ringing system. \$15,900.00. This is an installed price, excluding the necessary electrical work.

The bell ringing system would strike the hour and it would ring the bell for church functions, such as call to worship (simulated swing) and tolling.

This information should be enough for now. When you are ready for the next step, I would like to schedule a survey by my technician.

I look forward to working with you.

Joe

A stylized, handwritten signature in black ink. The signature is fluid and cursive, starting with a large loop and ending with a long, sweeping tail that extends to the right.



**THE EDWARD AND JULIA MYERS MARINE CONSERVATION FUND
Box 302 • WALDOBORO ME 04572**

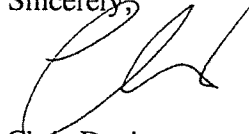
November 1, 2018

Matt Lutkus
Town Office
21 School Street
Damariscotta, ME 04543

Dear Matt,

It gives me great pleasure to inform you that the Edward and Julia Myers Marine Conservation Fund has approved a grant of \$1,000 for the town dock security system. Enclosed is a check for \$1,000.

Sincerely,

A handwritten signature in black ink, appearing to be "Chris Davis", written over a horizontal line.

Chris Davis
Treasurer