Town of Lisbon

Harry Moore, Jr., *Chair* 2024
Raymond Robishaw, *Vice Chair* 2024
Mark Lunt 2025
Donald Fellows 2025
Jo-Jean Keller 2025
Christine Cain 2024
Fern Larochelle 2023

Town of Lisbon
300 Lisbon St
Lisbon, ME, 04250
207-353-3000

Project Name: 2023-2024 Street Resurfacing Program
Project Number: 2024-005
Bid Submission Deadline: August 15, 2024
Bid Opening Time: 10:00 AM
Location: Town of Lisbon, 300 Lisbon St, Lisbon, ME, 04250

Introduction
Welcome to the bid submission for the 2024-2025 Street Resurfacing Program. Sealed bids will be received in the office of the Town Manager until 10:00 AM on August 15th, 2024 at the Town of Lisbon, 300 Lisbon St, Lisbon, ME, 04250. At this time, they will be publicly opened and read aloud. Please ensure that all required documents are enclosed in a sealed envelope clearly marked with the bid name and project number.
Attendance
Please record your attendance below:

Name of Company/Bidder	Representative Name	Signature
Griffen Excavation/BCI	Randi Griffen	
Aceto Earthworks	Adam Roberge	
Geodon + Geodon	Nick Mathon	

Bid Opening Process

The bid opening process is as follows:

a. Confirm the attendance of bidders.
b. Verify the receipt of all required bid documents.
c. Open and read aloud each bid proposal.
d. Record the bid amounts and any discrepancies.
e. Evaluate the bids for responsiveness and compliance.
f. Prepare a bid tabulation sheet.
g. Announce the apparent low bidder (subject to further review and verification).

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Bid Tabulation

Please use the following table to record the bid amounts and any discrepancies observed during the bid opening process:

Bidder Name	Base Bid Amount	Alternate(s)	Discrepancies/Notes
Gendron	85000	112000	
Aceto	81650	116200	
Rand Griffin	—	90000	No Bond or Base price

Bid(s) Opened by: Pat Mahar Signed 8/15/24

Witnessed by: [signature] Signed 8/15/24

TOWN OF LISBON
2024-2025 STREET RESURFACING PROGRAM
BID NO. 2024-005
REQUEST FOR PROPOSAL

Bid #2024-005
2024-2025 STREET SURFACING PROGRAM
July 15, 2024

Sir/Madam:

Sealed bids will be received in the office of the Town Manager until **Thursday August 15th, 2024 until 10:00 a.m.**, at which time they will be publicly opened and read aloud on the enclosed specifications for the **2024-2025 STREET SURFACING PROGRAM**.

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

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

Respectfully,

Glenn Michalowski
Town Manager

TOWN OF LISBON
2024-2025 STREET RESURFACING PROGRAM
BID NO. 2024-005

NOTICE TO CONTRACTORS

Bid Date: August 15, 2024 @ 10:00 a.m.

Sealed proposals for **2024-2025 STREET SURFACING PROGRAM** shall be received by the office of the Town Manager until **10:00 AM on Thursday August 15, 2024** and at that time will be publicly opened and read.

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

SCOPE OF WORK
STREET SURFACING

Hatch Road:

Scope: Regrade and compact existing base provide ¼" per foot crown, Pave 2.5" of 19mm base approx. 120 ton, Pave 1.5" of 12.5mm surface approx. 100 ton, Grade shoulders and provide driveway aprons, Road approximately 470 ft. X 20 ft., from Ferry Road to just beyond Young Road.

The following streets must be completed by October 30, 2024:

Hatch Road

TOWN OF LISBON
2024-2025 STREET SURFACING PROGRAM
BID NO. 2024-005
PROPOSAL

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

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

NO.	ITEM DESCRIPTION	QTY.	UNIT	UNIT COST	COST
1.	Furnish & Install 19.5mm HMA Surface Course	**120**	Tons:	160 /Ton	19,200.00
2.	Furnish & Install 12.5mm **FINE** HMA	**100**	Tons:	160 /Ton	16,000.00
3.	Furnish & Install Hand Placed HMA for Aprons	**20**	Tons:	295 /Ton	5,900.00
4.	Application of Bituminous Tack	200	Gals:	1.00 /Gals	200.00
5.	Regrade Existing Road Base	**1050**	SY:	16 /SY	16,800.00
6.	Furnish & Install Loam, Seed & Mulch	**1**	LS:	3,750 LS	3,750.00
7.	Traffic Control	**1**	LS:	5,295 LS	5,295.00
8.	Miscellaneous and Clean Up	**1**	LS:	2,650 LS	2,650.00
9.	Mobilization	**1**	LS:	15,205 LS	15,205.00
TOTAL:					$ 85,000.00

Exceptions, Exclusions, Other Notes, & Proposed Schedule: Complete in October.



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

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

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

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

Gendron Corp. (dBa Gendron + Gendron) P.O. Box 1913, Lewiston, ME
John Gendron - Owner
Josh White - President
Joe Perriman - Vice President
Angela Studley - Controller



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

Company Name:	Gendron & Gendron
Address:	P.O. Box 1913
	Lewiston, ME 04240
Signature	
Printed Name and title:	Josh White, President
Firm's IRS ID #	82-1793030
Date	8/15/24
Telephone Number	207-782-7372
Fax #	207-782-7308
E-Mail Address	Josh@Gendroncorp.com



TOWN OF LISBON
2024-2025 STREET SURFACING PROGRAM
BID NO. 2024-005

DIVISION 10
SUPPLEMENTAL SPECIFICATIONS

10.01 SCOPE OF WORK:

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

STREET SURFACING ALTERNBATE BID REQUEST

Provide the following in lieu of the project listed above.

Scope: Hatch Road prep and paving. Road approximately 470 ft. X 20 ft

- Replacement of existing culverts with 15" SICPE plus rehab/creation of drainage ditching alongside project area
- Limited Clearing of Vegetation including removal of trees which interfere with the drainage patches along the edge of the road
- Excavate top 6" Gravel, Install and Grade 6" layer of type "A" gravel crowned at ¼"per foot
- Install 2.5" of 19mm base approx. 120 ton,
- Install 1.5" of 12.5mm surface approx. 100 ton,
- Provide driveway aprons for 4-5 driveways
- Furnish & Install Loam, Seed & Mulch

2024 ROAD SURFACING ALTERNATE BID FORM

NO.	ITEM DESCRIPTION	QTY.	UNIT	UNIT COST	COST
1.	Furnish & Install 19.5mm HMA Surface Course	**120**	Tons:	160 /Ton	19,200.00
2.	Furnish & Install 12.5mm **FINE** HMA	**100**	Tons:	160 /Ton	16,000.00
3.	Furnish & Install Hand Placed HMA for Aprons	**20**	Tons:	295 /Ton	5,900.00
4.	Application of Bituminous Tack	**200**	Gals:	1.00 /Gals	200.00
5.	Excavate 6" of Existing Road Base,	**200** cy ~~SY~~:		24 /~~SY~~ cy	4,800.00
6.	Furnish, Install and Grade 6" of type "A" Gravel	**200** cy ~~SY~~:		134 /~~SY~~ cy	26,800.00
7.	Furnish & Install Loam, Seed & Mulch	**1**	LS:	5,000 LS	5,000.00
8.	Tree Removal/Clearing	**1**	LS:	3,500 LS	3,500.00
9.	Culvert replacement	80	LF:	120 LF	9,600.00
10.	Traffic Control	**1**	LS:	4,800 LS	4,800.00
11.	Miscellaneous and Clean Up	**1**	LS:	2,220 LS	2,220.00
12.	Mobilization	**1**	LS:	13,980 LS	13,980.00

TOTAL: $ 112,000.00

Exceptions, Exclusions, Other Notes, & Proposed Schedule: Complete in October.



AIA Document A310™ – 2010

Bid Bond

CONTRACTOR:
Name, legal status and address)
GENDRON CORP. DBA GENDRON & GENDRON
PO BOX 1913
LEWISTON, ME 04241-1913

SURETY:
(Name, legal status and principal place of business)
BERKLEY INSURANCE COMPANY
475 STEAMBOAT ROAD
GREENWICH, CT 06830

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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

OWNER:
(Name, legal status and address)
TOWN OF LISBON, MAINE
300 LISBON STREET
LISBON, ME 04250

BOND AMOUNT: FIVE PERCENT OF ATTACHED BID (5%)

BOND NUMBER: GENDRON450

PROJECT: 2024-2025 STREET RESURFACING PROGRAM, BID NO. 2024-005, LISBON, ME
(Name, location or address, and Project number, if any)

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, **or** within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (I) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 13th day of **August , 2024.**

_____ *(Witness)*	*GENDRON CORP. DBA GENDRON & GENDRON* *(Principal)* _____ *(Seal)*
_____ *(Witness)*	*(Title)* Josh White - President *BERKLEY INSURANCE COMPANY* *(Surety)* _____ *(Seal)*
	(Title)MELANIE A. BONNEVIE, ATTORNEY-IN-FACT

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured

Init.

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No. BI-322g-el

POWER OF ATTORNEY
BERKLEY INSURANCE COMPANY
WILMINGTON, DELAWARE

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: ***Robert E. Shaw, Jr.; Heidi Rodzen; Joline L. Binette; Melanie A. Bonnevie; Samuel M. Goulet; Kenneth J. Coco; or Benjamin Shaw of Skillings - Shaw & Associates, Inc. of Auburn, 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, 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 12th day of January, 2024.

BERKLEY INSURANCE COMPANY CORPORATE SEAL 1975 DELAWARE

Attest:
By _____
Ira S. Lederman
Executive Vice President & Secretary

Berkley Insurance Company
By _____
Jeffrey M. Hafter
Senior Vice President

STATE OF CONNECTICUT)
) ss:
COUNTY OF FAIRFIELD)

Sworn to before me, a Notary Public in the State of Connecticut, this 12th day of January, 2024, by Ira S. Lederman and Jeffrey M. Hafter who are sworn to me to be the Executive Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

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

_____
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.

BERKLEY INSURANCE COMPANY CORPORATE SEAL 1975 DELAWARE

Given under my hand and seal of the Company, this 13TH day of AUGUST, 2024.

_____
Vincent P. Forte

Contractors Invoice

TO:	WORK PERFORMED AT:
Town of Lisbon	Hatch Rd

DATE	YOUR WORK ORDER NO.	OUR BID NO.
9-13-24		

DESCRIPTION OF WORK PERFORMED

- Clearing of tree & Brush Removal

- Replacing two Culvert Crossing's Installing Plastic 18in At Both Crossing's With Rip-Rap on Both End's

- Taking out 6in Gravel (to be stock Piled Mill st) Replacing with 6in off type A 3/4in Gravel

- Grading & Compacting Road 20ft wide 1/4in Per ft

- Loam seed hay side's of Road at Finish.

- Road Paveing done By B.C.I. (Dan Bulick) 2in 19mm Base 1.5 of Surface

Excavation 60,000 Aveing 30,000 Total 90,000

All Material is guaranteed to be as specified, and the above work was performed in accordance with the drawings and specifications provided for the above work and was completed in a substantial workmanlike manner for the agreed sum of 30000 Due At start 60000 Due At Completion Total Dollars ($ 90,000).

Thank You
Rand

This is a ☐ Partial ☐ Full invoice due and payable by: _____ (Month) _____ (Day) _____ (Year)

in accordance with our ☐ Agreement ☐ Proposal No. _____ Dated _____ (Month) _____ (Day) _____ (Year)