



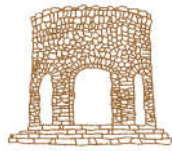
Meeting of the Northport Village Corporation Board of Overseers

8:00 am, March 15, 2020

Community Hall

Agenda

- Approve minutes of the February 2 meeting of the NVC Board of Overseers
- Questions/issues from Bayside residents and meeting attendees
- Seawall
 - Summation by engineers re RFP
 - Interviews with construction firms bidding on RFP
- Report of the Treasurer
- Committee Reports
 - Infrastructure: Mike Lannan
 - Design of new sewer disinfection building
 - Tree: Lisa Fryer
 - Tree Warden: Vicky Matthews
 - Communications: Lisa Fryer
 - Finance: Judy Metcalf
 - Governance: Judy Metcalf
 - Personnel: Jeffrey Wilt
 - Utility: David Crofoot
 - Safety: Michael Tirrell
 - Waterfront Safety: Jeffrey Wilt
- Town of Northport issues
- Report of the President
- Report of the Village Agent
- Report of the Office Manager
- Comments by meeting attendees on agenda items
- New and Continuing Business
- Adjourn



LANDMARK CORPORATION

SURVEYORS & ENGINEERS

K. MARK BARBOUR, PLS

MICHAEL J. SABATINI, P.E.

BID SUMMARY March 12, 2020

Project: Bayside Seawall Improvements, Northport

Issued By: Michael Sabatini, PE

Date: 03/12/20

The bid opening for the Bayside Seawall Improvements project was held at 12:00 pm on Thursday, March 12, 2020 at our office. Of the eight (8) contactors that were issued plans, specifications, and addendums; two (2) bids were submitted. Enclosed is a copy and a spread sheet tabulation of the bids.

The two submitted bids were from JBI, Inc. (Owls Head) and Farley, Inc. (Rockport). The bid packages have been reviewed and are found to be complete and acceptable. The Farley base bid of \$1,114,000 is 11% lower than the JBI base bid of \$1,251,535. When including all three of the Alternates, the Farley bid increases to \$1,384,000 which is 8% less than the JBI bid of \$1,509,505.

Both Jake Barbour from JBI and Thatcher Siler from Farley agreed to attend the Overseer's meeting this Sunday, at 8:00 am and 8:30 am, respectively. The following are some suggested questions:

QUESTIONS

QUESTION 1: Can you summarize your approach to the project and how you would sequence your work?

RESPONSE 1:

QUESTION 2: Are you comfortable with completing the Base Bid scope within 60 days? How is schedule affected by adding the Alternates?

RESPONSE 2:

QUESTION 3: Who are your sub-contractors?

RESPONSE 3:

QUESTION 4: The bid instruction describes the Site Preparation break-out to include Contract Document, Layout, Erosion Control (including turbidity curtain and dewatering). Can you describe your thinking for this portion of work and explain the discrepancy in the base bid figures?

RESPONSE 4:

219 MEADOW STREET ROCKPORT, MAINE 04856

PHONE: (207) 236-6757 FAX: (207) 470-7020

WWW.LANDMARKMAINE.COM

QUESTION 5: Do you have any cost savings suggestions?

RESPONSE 5:

QUESTION 5: Who would be managing this project and what equipment and crew would be assigned to it?

RESPONSE 5:

Recommendation

Landmark has worked successfully with both contractors and found them to be professional and knowledgeable. Both have the experience, equipment, and manpower necessary to complete this project and have completed similar sized projects in the past. Assuming there would be no unusual outcome from the interviews, we recommend that Farley, Inc. be awarded the project based on their price and qualifications.

Bayside Seawall Improvements
 Bid Summary
 March 12, 2020

| Bid Item # | Bid Item Description | | Farley Inc | Jake Barbour Inc |
|------------|---|--|------------------------|------------------------|
| 1 | Mobilization | | \$ 124,000.00 | \$ 140,000.00 |
| 2 | Site Preparation | | \$ 5,000.00 | \$ 91,475.00 |
| 3 | Demolition and Removals | | \$ 13,000.00 | \$ 5,450.00 |
| 4 | Paving & Site Improvements | | \$ 110,000.00 | \$ 121,600.00 |
| 5 | Geosynthetic Reinforced Soil Wall No. 1 | | \$ 385,000.00 | \$ 408,200.00 |
| 6 | Geosynthetic Reinforced Soil Wall No. 2 | | \$ 162,000.00 | \$ 158,525.00 |
| 7 | Geosynthetic Reinforced Soil Wall No. 4 | | \$ 204,000.00 | \$ 212,485.00 |
| 8 | Geosynthetic Reinforced Soil Wall No. 5 | | \$ 88,000.00 | \$ 86,180.00 |
| 9 | Geosynthetic Reinforced Soil Wall No. 6 | | \$ 23,000.00 | \$ 27,620.00 |
| | Total (Base Bid) | | \$ 1,114,000.00 | \$ 1,251,535.00 |
| Alt 1 | Rip-rap in front of Yacht Club | | \$ 30,000.00 | \$ 30,420.00 |
| Alt 2 | North Ave drainage | | \$ 29,000.00 | \$ 20,050.00 |
| Alt 3 | Wall north of boat ramp | | \$ 211,000.00 | \$ 207,500.00 |
| | Design Fees | | \$ 100,200.00 | \$ 100,200.00 |
| | Total (Base Bid) plus Design Fees | | \$ 1,214,200.00 | \$ 1,351,735.00 |
| | Total with Alternate 1 plus Design Fees (No north ave, no north of ramp) | | \$ 1,244,200.00 | \$ 1,382,155.00 |
| | Total with Alternates 1 & 3 plus Design Fees (no North Ave) | | \$ 1,455,200.00 | \$ 1,589,655.00 |
| | Total with Alternates 1, 2 & 3 plus Design Fees | | \$ 1,484,200.00 | \$ 1,609,705.00 |

**BAYSIDE SEAWALL IMPROVEMENTS
NORTHPORT, ME**

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

Issuing Offices – Northport Village Corporation

813 shore Road

Northport, ME 04849

Mail to – Landmark Corporation Surveyors & Engineers

219 Meadow Street

Rockport, Maine 04856

207-236-6757 (office)

207-975-3886 (cell)

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

| <u>Addendum No.</u> | <u>Addendum Date</u> |
|---------------------|----------------------|
| <u>I</u> | <u>3-5-2020</u> |
| <u>II</u> | <u>3-9-2020</u> |
| <u>III</u> | <u>3-10-2020</u> |

- B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent

**BAYSIDE SEAWALL IMPROVEMENTS
NORTHPORT, ME**

to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

- E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.
- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
 - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

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ARTICLE 5 – BASIS OF BID

5.01 Schedule of values:

A. SCHEDULE OF VALUES:

- B. The work is comprised of a Base Bid and three alternates: Geosynthetic Reinforced Soil No. 7, North Avenue Storm Drain and Shoreline Protection, and Geosynthetic Reinforced Soil Wall North of Boat Ramp. The limits for each area are delineated on the Contract Drawings.
- C. Proposals shall be based upon the following Schedule of Values for the Base Bid and the three Alternates as shown on the plans and described in the specifications.

5.02 Base Bid:

- A. Mobilization – includes the following work per the Contract Documents: mobilization of all equipment, tools, and labor necessary for the completion of the base bid. As-built plans, demobilization, permits, bonds and insurance as may be required is also included.
- B. Site Preparation – includes the following work per Contract Documents: Layout & control, erosion & sedimentation control measures, silt fence and haybales, turbidity curtain, dirtbag pumped silt control system and temporary construction fencing.
- C. Demolition & Removals – includes the following work per the Contract Documents: clearing and grubbing, cutting and removal of all existing pavement, excavation, removal & disposal of drainage items, remove and re-install light on causeway, remove & relocate existing boulders & benches, timber crib wall. Removals include all items as shown on the project bid plans and specifications.
- D. Paving & Site Improvements – includes the following work per the Contract Documents: earth excavation including the removal, trenching, bedding material, backfill, storm drain and catch basins, drainage pipes including crushed stone trench, sub-base and base, surface gravel, base and surface pavement and asphalt curb, PVC conduits and geotextile fabric, seeding and loam.
- E. Geosynthetic Reinforced Soil Wall No. 1 – includes the following work per the Contract Documents: excavation, foundation soil preparation, leveling pad installation, granite block units, and wall anchors, reinforced backfill material, geosynthetic, geo-textile fabric, store and re-use existing boulders, surface gravel, compacted gravel, haul additional boulders to TBD location, 18" HDPE outlet and concrete to secure outlet.
- F. Geosynthetic Reinforced Soil Wall No. 2 – includes the following work per the Contract Documents: excavation, foundation soil preparation, leveling pad installation, granite block units, and wall anchors, reinforced backfill material, geosynthetic, geo-textile fabric, store and re-use existing boulders, surface gravel, compacted gravel, haul additional boulders and granite blocks to TBD location,
- G. Geosynthetic Reinforced Soil Wall No. 3 – includes the following work per the Contract Documents: excavation, foundation soil preparation, remove & rest granite block units as necessary, reinforced backfill material, geosynthetic, geo-textile fabric, surface gravel, remove and reset timber railing, installation of 4" PVC conduits.
- H. Geosynthetic Reinforced Soil Wall No. 4 – includes the following work per the Contract Documents: excavation, foundation soil preparation, leveling pad installation, granite block units, and wall anchors, reinforced backfill material, geosynthetic, geo-textile fabric, store and re-use existing boulders, surface gravel, compacted gravel, installation of 4" PVC conduits and haul additional boulders and granite blocks to TBD location.
- I. Geosynthetic Reinforced Soil Wall No. 5 – includes the following work per the Contract Documents: excavation, foundation soil preparation, leveling pad installation, granite block

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units, and wall anchors, reinforced backfill material, geosynthetic, geo-textile fabric, store and re-use existing boulders, surface gravel, compacted gravel, installation of 4" PVC conduits and haul additional boulders and granite blocks to TBD location.

- J. Geosynthetic Reinforced Soil Wall No. 6 – includes the following work per the Contract Documents: excavation, foundation soil preparation, leveling pad installation, boulders, reinforced backfill material, geosynthetic, geo-textile fabric, store and re-use existing boulders, surface gravel, compacted gravel, and haul additional boulders to TBD location.

5.03 Alternates:

- A. Geosynthetic Reinforced Soil Wall No. 7 – includes the following work per the Contract Documents: excavation, foundation soil preparation, leveling pad installation, boulders, reinforced backfill material, geosynthetic, geo-textile fabric, store and re-use existing boulders, surface gravel, compacted gravel, and haul additional boulders to TBD location.
- B. North Avenue Storm Drain and Shoreline Protection - includes the following work per Contract Documents: Layout & control, erosion & sedimentation control measures, silt fence and haybales, and temporary construction fencing, earth excavation including the removal, trenching, bedding material, backfill, storm drain and catch basins, drainage pipes including crushed stone trench, sub-base and base, base and surface pavement, granite curb and riprap. See Plans Prepared by Landmark Corporation Surveyors & Engineers, Dated January 31, 2020.
- C. Geosynthetic Reinforced Soil Wall North of Boat Ramp - includes the following work per the Contract Documents: excavation, foundation soil preparation, leveling pad installation, granite block units, and wall anchors, reinforced backfill material, geosynthetic, geo-textile fabric, remove existing timber wall, regrade and reseed area. The typical section for Geosynthetic Reinforced Soil Wall No. 1 section shall be applied.

5.04 Note:

- A. The above Schedule of Values provides a general description of the work shown on the Contract Drawings and described in the Specifications and is intended to include all equipment, materials and labor necessary for the completion of the work. Although the above descriptions may be limited, the Schedule of Values, as defined, shall include all costs associated with performing the work.

**BAYSIDE SEAWALL IMPROVEMENTS
NORTHPORT, ME**

5.05 Bid Form

BID PROPOSAL FORM

**BAYSIDE SEAWALL IMPROVEMENTS
Northport, Maine**

BIDDER'S NAME:

FARLEY, INC.

| | |
|--|-------------------|
| BASE BID: Limits of Work as Shown on the Plans. | |
| TOTAL BASE BID PRICE: Firm, lump sum price based on the Schedule of Values below, to furnish all equipment, materials, labor, labor supervision, construction tools and equipment, and construction services and utilities, to perform the work as required by the Contract Drawings and associated contract specifications. | |
| <u>\$ONE MILLION ONE HUNDRED FOURTEEN THOUSAND DOLLARS & 00/100</u> (Price in Words) | |
| A. The Bidder shall break down the lump sum price per the following Schedule of Values: Prices listed below shall total the lump sum price above. | |
| 1. Mobilization | \$ <u>124,000</u> |
| 2. Site Preparation | \$ <u>5,000</u> |
| 3. Demolition & Removals | \$ <u>13,000</u> |
| 4. Paving & Site Improvements | \$ <u>110,000</u> |
| 5. Geosynthetic Reinforced Soil Wall No.1 | \$ <u>385,000</u> |
| 6. Geosynthetic Reinforced Soil Wall No.2 | \$ <u>162,000</u> |
| 7. Geosynthetic Reinforced Soil Wall No.4 | \$ <u>204,000</u> |
| 8. Geosynthetic Reinforced Soil Wall No.5 | \$ <u>88,000</u> |
| 9. Geosynthetic Reinforced Soil Wall No.6 | \$ <u>23,000</u> |

**BAYSIDE SEAWALL IMPROVEMENTS
NORTHPORT, ME**

| | |
|---|--|
| ALTERNATE No. 1 – Geosynthetic Reinforced Soil Wall No. 7: Limits of Work as Shown on the Plans. | |
| <p>BASE PRICE: Firm, lump sum price, to furnish all equipment, materials, labor, labor supervision, construction tools and equipment, and construction services and utilities, to perform the work as required by the Contract Drawings and associated contract specifications.</p> <p><u>\$ THIRTY THOUSAND DOLLARS & 00/100</u></p> <p style="text-align: center;">(Price in Words)</p> | |
| ALTERNATE No. 2 – North Avenue Storm Drain and Shoreline Protection: Limits of Work as Shown on the Plans Prepared by Landmark Corporation Surveyors & Engineers, Dated January 31, 2020. | |
| <p>BASE PRICE: Firm, lump sum price based on the Schedule of Values below, to furnish all equipment, materials, labor, labor supervision, construction tools and equipment, and construction services and utilities, to perform the work as required by the Contract Drawings and associated contract specifications.</p> <p><u>\$ TWENTY NINE THOUSAND DOLLARS & 00/100</u></p> <p style="text-align: center;">(Price in Words)</p> | |
| ALTERNATE No. 3 – Geosynthetic Reinforced Soil Wall North of Boat Ramp: Limits of Work as Shown on the Plans per the typical section for Geosynthetic Reinforced Soil Wall No. 1 section. | |
| <p>BASE PRICE: Firm, lump sum price based on the Schedule of Values below, to furnish all equipment, materials, labor, labor supervision, construction tools and equipment, and construction services and utilities, to perform the work as required by the Contract Drawings and associated contract specifications.</p> <p><u>\$ TWO HUNDRED ELEVEN THOUSAND DOLLARS</u></p> <p style="text-align: center;">(Price in Words)</p> | |

**BAYSIDE SEAWALL IMPROVEMENTS
NORTHPORT, ME**

- A. All work for this project shall be performed under the above Bid Items. These Bid Items shall become the basis of payment of work performed. The value of each Bid Item when added together shall equal the Total Lump Sum Base Bid Price. Should the Bidder have any questions regarding the specific elements of work to be included within each Item, said question shall be directed in writing sufficiently in advance of the bid date in order to allow for a proper response (See Instructions to Bidders). The cost for other items of work included in the Contract Documents and/or on the Contract Documents and not listed in the Bid Proposal Form shall be included in the cost of the various Items bid. All bid items shall include all costs necessary to perform the work and the costs for all materials, equipment, tools, labor and work incidental thereto, including overhead and profit.
- B. In the event of discrepancies between lump sum bid prices (in words) and (in figures) of individual items totals, the mathematically correct amount using the lump sum bid prices (in words) shall govern in determining the TOTAL LUMP SUM BASE BID PRICE

5.07 Alternate Bid Items:

The undersigned bidder further proposes and agrees that should any or all of the Alternates be accepted and included in the Contract, the amount of the Total Lump Sum Base Bid Price, as heretofore stated, shall be adjusted by the amounts stated for the accepted Alternate(s). All materials and workmanship shall be in strict accordance with the Drawings and Specifications and shall be "in-place" prices including all overhead and profit. Alternate Bid Items may be accepted or rejected in any order by the City

**BAYSIDE SEAWALL IMPROVEMENTS
NORTHPORT, ME**

ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

- 7.01 The following documents are submitted with and made a condition of this Bid:
- A. Required Bid Bond;
 - B. List of Project References;
 - C. If applicable, evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;
 - D. If applicable, Contractor's License No.: _____ [or] Evidence of Bidder's ability to obtain a State Contractor's License and a covenant by Bidder to obtain said license within the time for acceptance of Bids;
 - E. Required Bidder Qualification Statement with supporting data

ARTICLE 8 – DEFINED TERMS

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

BAYSIDE SEAWALL IMPROVEMENTS
NORTHPORT, ME

ARTICLE 9 – BID SUBMITTAL

BIDDER: *[Indicate correct name of bidding entity]*

FARLEY & INC.

By:

[Signature]

[Signature]

[Printed name]

THATCHER E. SILAR

(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:

[Signature]

[Signature]

[Printed name]

THOMAS FARLEY

Title:

Pres.

Submittal Date:

3-12-2020

Address for giving notices:

211 WEST ST.

NORTHPORT, ME 04856

Telephone Number:

(207) 236-4787

Contact Name and e-mail address: THATCHER E. SILAR

TESILAR@FARLEYINC.COM

Bidder's License No.:

N/A

(where applicable)



MAINE

Department of the Secretary of State

Bureau of Corporations, Elections and Commissions

Corporate Name Search

Information Summary

[Subscriber activity report](#)

This record contains information from the CEC database and is accurate as of: **Tue Mar 19 2019 15:10:40**. Please print or save for your records.

| Legal Name | Charter Number | Filing Type | Status |
|---|-----------------|-------------------------|------------------|
| FARLEY INCORPORATED | 19951144 D | BUSINESS CORPORATION | GOOD STANDING |
| Filing Date | Expiration Date | Jurisdiction | |
| 12/28/1994 | N/A | MAINE | |
| Other Names | | (A=Assumed ; F=Former) | |
| HOBOKEN GARDENS | | A | |
| FARLEY & SON LANDSCAPING | | A | |
| FARLEY & SON, INC. | | F | |
| FARLEY & SONS, INC. | | F | |
| Clerk/Registered Agent | | | |
| EDWARD M. COLLINS 10 SCHOOL STREET ROCKLAND, ME 04841 | | | |

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[amendments](#)
[\(\\$30.00\)](#)
[\(\\$30.00\)](#)



Nonpoint Source Training & Resource Center



Certification in Erosion and Sediment Control Practices

Presented to

Thatcher Silar

for successful completion of the requirements
of the Voluntary Contractor Certification Program

Certification Expires: December 31, 2022

John MacLaine
Non-Point Source Training Center Coordinator

BAYSIDE SEAWALL IMPROVEMENTS
NORTHPORT, ME

PENAL SUM FORM

BID BOND

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

BIDDER (Name and Address):

Farley, Inc.
211 West Street
Rockport, ME 04856

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

ACSTAR Insurance Company
30 South Road
Farmington, CT 06032

OWNER (Name and Address):

Northport Village Corporation
813 Shore Road
Northport, ME 04849

BID

Bid Due Date: March 12, 2020

Description (Project Name— Include Location): Bayside Seawall Improvements - Northport, Maine*

*Bid Bond and Performance and Payment Bonds will contain the following provision: Notwithstanding any provision in the contract documents, the amount of this bond shall not increase by more than 20% in the aggregate for any and all changes or modifications without the written consent of Surety.

BOND

Bond Number: BB4830

Date: March 6, 2020

Penal sum Five Percent of the Enclosed 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

Farley, Inc. (Seal)
Bidder's Name and Corporate Seal

By:

Signature

Print Name

Title

Attest:

Signature

SURETY

ACSTAR Insurance Company (Seal)
Surety's Name and Corporate Seal

By:

Signature (Attach Power of Attorney)

Judy Mills

Print Name

Attorney-in-Fact

Title

Attest:

Signature Chelsea M. Sullivan

**BAYSIDE SEAWALL IMPROVEMENTS
NORTHPORT, ME**

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

Issuing Offices – Northport Village Corporation

813 shore Road

Northport, ME 04849

Mail to – Landmark Corporation Surveyors & Engineers

219 Meadow Street

Rockport, Maine 04856

207-236-6757 (office)

207-975-3886 (cell)

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

| <u>Addendum No.</u> | <u>Addendum, Date</u> |
|---------------------|-----------------------|
| <u>1</u> | <u>3/5/2020</u> |
| <u>2</u> | <u>3/9/2020</u> |
| <u>3</u> | <u>3/10/2020</u> |

B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent

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NORTHPORT, ME**

to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

- E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.
- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
 - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

**BAYSIDE SEAWALL IMPROVEMENTS
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ARTICLE 5 – BASIS OF BID

5.01 Schedule of values:

A. SCHEDULE OF VALUES:

- B. The work is comprised of a Base Bid and three alternates: Geosynthetic Reinforced Soil No. 7, North Avenue Storm Drain and Shoreline Protection, and Geosynthetic Reinforced Soil Wall North of Boat Ramp. The limits for each area are delineated on the Contract Drawings.
- C. Proposals shall be based upon the following Schedule of Values for the Base Bid and the three Alternates as shown on the plans and described in the specifications.

5.02 Base Bid:

- A. Mobilization – includes the following work per the Contract Documents: mobilization of all equipment, tools, and labor necessary for the completion of the base bid. As-built plans, demobilization, permits, bonds and insurance as may be required is also included.
- B. Site Preparation – includes the following work per Contract Documents: Layout & control, erosion & sedimentation control measures, silt fence and haybales, turbidity curtain, dirtbag pumped silt control system and temporary construction fencing.
- C. Demolition & Removals – includes the following work per the Contract Documents: clearing and grubbing, cutting and removal of all existing pavement, excavation, removal & disposal of drainage items, remove and re-install light on causeway, remove & relocate existing boulders & benches, timber crib wall. Removals include all items as shown on the project bid plans and specifications.
- D. Paving & Site Improvements – includes the following work per the Contract Documents: earth excavation including the removal, trenching, bedding material, backfill, storm drain and catch basins, drainage pipes including crushed stone trench, sub-base and base, surface gravel, base and surface pavement and asphalt curb, PVC conduits and geotextile fabric, seeding and loam.
- E. Geosynthetic Reinforced Soil Wall No. 1 – includes the following work per the Contract Documents: excavation, foundation soil preparation, leveling pad installation, granite block units, and wall anchors, reinforced backfill material, geosynthetic, geo-textile fabric, store and re-use existing boulders, surface gravel, compacted gravel, haul additional boulders to TBD location, 18" HDPE outlet and concrete to secure outlet.
- F. Geosynthetic Reinforced Soil Wall No. 2 – includes the following work per the Contract Documents: excavation, foundation soil preparation, leveling pad installation, granite block units, and wall anchors, reinforced backfill material, geosynthetic, geo-textile fabric, store and re-use existing boulders, surface gravel, compacted gravel, haul additional boulders and granite blocks to TBD location,
- G. Geosynthetic Reinforced Soil Wall No. 3 – includes the following work per the Contract Documents: excavation, foundation soil preparation, remove & rest granite block units as necessary, reinforced backfill material, geosynthetic, geo-textile fabric, surface gravel, remove and reset timber railing, installation of 4" PVC conduits.
- H. Geosynthetic Reinforced Soil Wall No. 4 – includes the following work per the Contract Documents: excavation, foundation soil preparation, leveling pad installation, granite block units, and wall anchors, reinforced backfill material, geosynthetic, geo-textile fabric, store and re-use existing boulders, surface gravel, compacted gravel, installation of 4" PVC conduits and haul additional boulders and granite blocks to TBD location.
- I. Geosynthetic Reinforced Soil Wall No. 5 – includes the following work per the Contract Documents: excavation, foundation soil preparation, leveling pad installation, granite block

**BAYSIDE SEAWALL IMPROVEMENTS
NORTHPORT, ME**

units, and wall anchors, reinforced backfill material, geosynthetic, geo-textile fabric, store and re-use existing boulders, surface gravel, compacted gravel, installation of 4" PVC conduits and haul additional boulders and granite blocks to TBD location.

- J. Geosynthetic Reinforced Soil Wall No. 6 – includes the following work per the Contract Documents: excavation, foundation soil preparation, leveling pad installation, boulders, reinforced backfill material, geosynthetic, geo-textile fabric, store and re-use existing boulders, surface gravel, compacted gravel, and haul additional boulders to TBD location.

5.03 Alternates:

- A. Geosynthetic Reinforced Soil Wall No. 7 – includes the following work per the Contract Documents: excavation, foundation soil preparation, leveling pad installation, boulders, reinforced backfill material, geosynthetic, geo-textile fabric, store and re-use existing boulders, surface gravel, compacted gravel, and haul additional boulders to TBD location.
- B. North Avenue Storm Drain and Shoreline Protection - includes the following work per Contract Documents: Layout & control, erosion & sedimentation control measures, silt fence and haybales, and temporary construction fencing, earth excavation including the removal, trenching, bedding material, backfill, storm drain and catch basins, drainage pipes including crushed stone trench, sub-base and base, base and surface pavement, granite curb and riprap. See Plans Prepared by Landmark Corporation Surveyors & Engineers, Dated January 31, 2020.
- C. Geosynthetic Reinforced Soil Wall North of Boat Ramp - includes the following work per the Contract Documents: excavation, foundation soil preparation, leveling pad installation, granite block units, and wall anchors, reinforced backfill material, geosynthetic, geo-textile fabric, remove existing timber wall, regrade and reseed area. The typical section for Geosynthetic Reinforced Soil Wall No. 1 section shall be applied.

5.04 Note:

- A. The above Schedule of Values provides a general description of the work shown on the Contract Drawings and described in the Specifications and is intended to include all equipment, materials and labor necessary for the completion of the work. Although the above descriptions may be limited, the Schedule of Values, as defined, shall include all costs associated with performing the work.

BAYSIDE SEAWALL IMPROVEMENTS
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5.05 Bid Form

BID PROPOSAL FORM

**BAYSIDE SEAWALL IMPROVEMENTS
Northport, Maine**

BIDDER'S NAME:

JAKE BARBOUR INC.

BASE BID: Limits of Work as Shown on the Plans.

TOTAL BASE BID PRICE: Firm, lump sum price based on the Schedule of Values below, to furnish all equipment, materials, labor, labor supervision, construction tools and equipment, and construction services and utilities, to perform the work as required by the Contract Drawings and associated contract specifications.

\$ONE MILLION TWO HUNDRED FIFTY ONE THOUSAND FIVE HUNDRED TWENTY FIVE⁰⁰/₁₀₀ DOLLARS
(Price in Words)

A. The Bidder shall break down the lump sum price per the following **Schedule of Values:**
Prices listed below shall total the lump sum price above.

| | |
|---|----------------------|
| 1. Mobilization | \$ <u>140,000.00</u> |
| 2. Site Preparation | \$ <u>91,475.00</u> |
| 3. Demolition & Removals | \$ <u>5,450.00</u> |
| 4. Paving & Site Improvements | \$ <u>121,600.00</u> |
| 5. Geosynthetic Reinforced Soil Wall No.1 | \$ <u>408,200.00</u> |
| 6. Geosynthetic Reinforced Soil Wall No.2 | \$ <u>158,525.00</u> |
| 7. Geosynthetic Reinforced Soil Wall No.4 | \$ <u>212,485.00</u> |
| 8. Geosynthetic Reinforced Soil Wall No.5 | \$ <u>86,180.00</u> |
| 9. Geosynthetic Reinforced Soil Wall No.6 | \$ <u>27,620.00</u> |

**BAYSIDE SEAWALL IMPROVEMENTS
NORTHPORT, ME**

ALTERNATE No. 1 – Geosynthetic Reinforced Soil Wall No. 7: Limits of Work as Shown on the Plans.

BASE PRICE: Firm, lump sum price, to furnish all equipment, materials, labor, labor supervision, construction tools and equipment, and construction services and utilities, to perform the work as required by the Contract Drawings and associated contract specifications.

\$ THIRTY THOUSAND FOUR HUNDRED TWENTY $\frac{1}{100}$ —
(Price in Words)

\$ 30,420.00

ALTERNATE No. 2 – North Avenue Storm Drain and Shoreline Protection: Limits of Work as Shown on the Plans Prepared by Landmark Corporation Surveyors & Engineers, Dated January 31, 2020.

BASE PRICE: Firm, lump sum price based on the Schedule of Values below, to furnish all equipment, materials, labor, labor supervision, construction tools and equipment, and construction services and utilities, to perform the work as required by the Contract Drawings and associated contract specifications.

\$ TWENTY THOUSAND FIFTY $\frac{1}{100}$ —
(Price in Words)

\$ 20,050.00

ALTERNATE No. 3 – Geosynthetic Reinforced Soil Wall North of Boat Ramp: Limits of Work as Shown on the Plans per the typical section for Geosynthetic Reinforced Soil Wall No. 1 section.

BASE PRICE: Firm, lump sum price based on the Schedule of Values below, to furnish all equipment, materials, labor, labor supervision, construction tools and equipment, and construction services and utilities, to perform the work as required by the Contract Drawings and associated contract specifications.

\$ TWO HUNDRED SEVEN THOUSAND FIVE HUNDRED $\frac{1}{100}$ —
(Price in Words)

\$ 207,500.00

**BAYSIDE SEAWALL IMPROVEMENTS
NORTHPORT, ME**

- A. All work for this project shall be performed under the above Bid Items. These Bid Items shall become the basis of payment of work performed. The value of each Bid Item when added together shall equal the Total Lump Sum Base Bid Price. Should the Bidder have any questions regarding the specific elements of work to be included within each Item, said question shall be directed in writing sufficiently in advance of the bid date in order to allow for a proper response (See Instructions to Bidders). The cost for other items of work included in the Contract Documents and/or on the Contract Documents and not listed in the Bid Proposal Form shall be included in the cost of the various Items bid. All bid items shall include all costs necessary to perform the work and the costs for all materials, equipment, tools, labor and work incidental thereto, including overhead and profit.
- B. In the event of discrepancies between lump sum bid prices (in words) and (in figures) of individual items totals, the mathematically correct amount using the lump sum bid prices (in words) shall govern in determining the TOTAL LUMP SUM BASE BID PRICE

5.07 Alternate Bid Items:

The undersigned bidder further proposes and agrees that should any or all of the Alternates be accepted and included in the Contract, the amount of the Total Lump Sum Base Bid Price, as heretofore stated, shall be adjusted by the amounts stated for the accepted Alternate(s). All materials and workmanship shall be in strict accordance with the Drawings and Specifications and shall be "in-place" prices including all overhead and profit. Alternate Bid Items may be accepted or rejected in any order by the City

**BAYSIDE SEAWALL IMPROVEMENTS
NORTHPORT, ME**

ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

- 7.01 The following documents are submitted with and made a condition of this Bid:
- A. Required Bid Bond;
 - B. List of Project References;
 - C. If applicable, evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;
 - D. If applicable, Contractor's License No.: [REDACTED] [or] Evidence of Bidder's ability to obtain a State Contractor's License and a covenant by Bidder to obtain said license within the time for acceptance of Bids;
 - E. Required Bidder Qualification Statement with supporting data

ARTICLE 8 – DEFINED TERMS

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

BAYSIDE SEAWALL IMPROVEMENTS
NORTHPORT, ME

ARTICLE 9 – BID SUBMITTAL

BIDDER: *[Indicate correct name of bidding entity]*

JAKE BARBOUR INC.

By:
[Signature]

[Printed name]

[If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.]

Attest:
[Signature]

[Printed name]

Title:

Submittal Date:

Address for giving notices:

Telephone Number:

Contact Name and e-mail address:

Bidder's License No.:

(where applicable)

BAYSIDE SEAWALL IMPROVEMENTS
NORTHPORT, ME

Certificate of Non-Collusion

"The undersigned certifies under penalties of perjury that this bid or bid has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals."

JAKE BARBOUR INC.

Individual or Corporate Name of Bidder


Signature of Authorized Agent

JOHN E. BARBOUR

Printed Name of Authorized Agent

PRESIDENT

Title

3/12/20

Date

Form must be signed by a duly authorized officer(s) eligible to sign contract documents for the firm. Consortiums, joint ventures, or teams submitting Bids will not be considered responsive unless it is established that all contractual responsibility rests solely with one contractor or one legal entity. The Bid must indicate the responsible entity.

Contractors should be aware that joint responsibility and liability will attach to any resulting contract and failure of one party in a joint venture to perform will not relieve the other party or parties of total responsibility for performance.

Certificate of Tax Compliance

Providers of goods and/or services shall attest under the penalty, that he/she is in compliance with the laws of the State of Maine relating to taxes.

To comply with this requirement, YOU MUST SIGN THE FORM BELOW AND RETURN IT WITH YOUR BID OFFER, ANY PERSON FAILING TO SIGN THE ATTESTATION CLAUSE SHALL NOT BE ALLOWED TO OBTAIN, RENEW OR EXTEND A LICENSE, PERMIT OR CONTRACT.

PURSUANT TO MAINE LAWS, I CERTIFY UNDER THE PENALTIES OF PERJURY THAT I, TO THE BEST OF MY KNOWLEDGE AND BELIEF, HAVE FILED ALL STATE TAX RETURNS AND PAID ALL STATE TAXES REQUIRED UNDER THE LAW.

FURTHERMORE, I HAVE NO OUTSTANDING OR LATE MUNICIPAL TAXES.

JAKE BARBOUR INC.
COMPANY NAME

03-0416737
FEDERAL IDENTIFICATION/
SOCIAL SECURITY NUMBER

PO BOX 1178 ROCKLAND MAINE 04841
ADDRESS CITY STATE ZIP


AUTHORIZED SIGNATURE

PRESIDENT
TITLE

JOHN E. BARBOUR
PRINT NAME-AUTHORIZED SIGNER

3/12/20
DATE SIGNED

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NORTHPORT, ME

EQUAL OPPORTUNITY CERTIFICATION

I certify that my employment practices comply with Equal Opportunity Requirements and complies with the Americans with Disabilities Act.

JAKE BARBOUR INC.

Individual or Corporate Name of Bidder


Signature of Authorized Agent

JOHN E. BARBOUR

Printed Name of Authorized Agent

PRESIDENT

Title

3/12/20

Date

Form must be signed by a duly authorized officer(s) eligible to sign contract documents for the firm. Consortiums, joint ventures, or teams submitting Bids will not be considered responsive unless it is established that all contractual responsibility rests solely with one contractor or one legal entity. The Bid must indicate the responsible entity.

Contractor should be aware that joint responsibility and liability will attach to any resulting contract and failure of one party in a joint venture to perform will not relieve the other party or parties of total responsibility for performance.


CORPORATE AFFIDAVIT FORM

JAKE BARBOUR INC. 03-0416737 207-594-5552
(Company Name) (Federal Identification or Social Security Number) (Telephone Number)

Duns # (if applicable)

JAKE@JAKEBARBOURINC.COM
E-mail address

PO BOX 1178 ROCKLAND MAINE 04841
(Address) (City) (State) (Zip)


(Authorized Signature)

PRESIDENT
(Title)

JOHN E. BARBOUR PRESIDENT
(Please Print Name-Authorized Signer) (Title)

If you have a fax machine, please enter number
207-596-0107

PLEASE CHECK WHERE APPROPRIATE

MINORITY OWNED BUSINESS ENTERPRISE _____

WOMEN OWNED BUSINESS ENTERPRISE _____

DEBARMENT DISCLOSURE FORM

The said undersigned certifies under penalties of perjury that the said undersigned is not presently debarred from doing public construction work in the State of Maine, or any Rule or Regulation promulgated thereunder.

Date: 3/12/20

Name of Bidder: JAKE BARBOUR INC.

By:  Signature

JOHN E. BARBOUR
Print Name & Title of Person Signing

PO BOX 1178
Address

ROCKLAND, MAINE 04841
City, State, ZIP

THIS FORM MUST BE SIGNED & RETURNED WITH YOUR BID OFFER.

BIDDER QUALIFICATION STATEMENT

THE INFORMATION SUPPLIED IN THIS DOCUMENT IS CONFIDENTIAL TO THE EXTENT
PERMITTED BY LAWS AND REGULATIONS

1. SUBMITTED BY:

Official Name of Firm:

JAKE BARBOUR INC.

Address:

PO BOX 1178

ROCKLAND, ME 04841

2. SUBMITTED TO:

LANDMARK CORPORATION

3. SUBMITTED FOR:

SURVEYORS & ENGINEERS

Owner:

NORTHPORT VILLAGE CORP

Project Name:

BAYSIDE SHORELINE IMPROVEMENTS

BAYSIDE SEAWALL IMPROVEMENTS

TYPE OF WORK:

SEAWALL IMPROVEMENTS

4. CONTRACTOR'S CONTACT INFORMATION

Contact Person:

JOHN E. BARBOUR

Title:

PRESIDENT

Phone:

207-594-5552

Email:

JAKE@JAKEBARBOURINC.COM

BAYSIDE SEAWALL IMPROVEMENTS
NORTHPORT, ME

5. AFFILIATED COMPANIES:

Name:

Address:

N/A

6. TYPE OF ORGANIZATION:

☐ SOLE PROPRIETORSHIP

Name of Owner:

Doing Business As:

Date of Organization:

☐ PARTNERSHIP

Date of Organization:

Type of Partnership:

Name of General Partner(s):

☒ CORPORATION

State of Organization:

Date of Organization:

Executive Officers:

- President:

- Vice President(s):

- Treasurer:

MAINE

4/1/2002

JOHN E. BARBOUR

BAYSIDE SEAWALL IMPROVEMENTS
NORTHPORT, ME

- Secretary:

☐ LIMITED LIABILITY COMPANY

State of Organization:

Date of Organization:

Members:

☐ JOINT VENTURE

Sate of Organization:

Date of Organization:

Form of Organization:

Joint Venture Managing Partner

- Name:

- Address:

Joint Venture Managing Partner

- Name:

- Address:

Joint Venture Managing Partner

- Name:

- Address:

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NORTHPORT, ME

7. LICENSING

Jurisdiction: _____
Type of License: _____
License Number: _____
Jurisdiction: _____
Type of License: _____
License Number: _____

8. CERTIFICATIONS

CERTIFIED BY:

Disadvantage Business Enterprise: _____
Minority Business Enterprise: _____
Woman Owned Enterprise: _____
Small Business Enterprise: _____
Other (_____): _____

9. BONDING INFORMATION

Bonding Company: UNITED STATES FIRE INSURANCE
Address: 305 MADISON AVENUE
MORRISTOWN, NJ 07962
Bonding Agent: SKILLING & SHAW
Address: 103 PARK ST.
PO BOX 481
LEWISTON, ME
Contact Name: HEIDI SWIDEREK
Phone: 207 753 7300
Aggregate Bonding Capacity: _____
Available Bonding Capacity as of date of this submittal: _____

10. CONSTRUCTION EXPERIENCE:

Experience:

List on **Schedule A** all projects completed within the last 5 Years (If Joint Venture list each participant's projects separately).

Has firm listed in Section 1 ever failed to complete a construction contract awarded to it?

☐ YES ☒ NO

If YES, attach as an Attachment details including Project Owner's contact information.

Has any Corporate Officer, Partner, Joint Venture participant or Proprietor ever failed to complete a construction contract awarded to them in their name or when acting as a principal of another entity?

☐ YES ☒ NO

If YES, attach as an Attachment details including Project Owner's contact information.

Are there any judgments, claims, disputes or litigation pending or outstanding involving the firm listed in Section 1 or any of its officers (or any of its partners if a partnership or any of the individual entities if a joint venture)?

☐ YES ☒ NO

If YES, attach as an Attachment details including Project Owner's contact information.

11. SAFETY PROGRAM:

Name of Contractor's Safety Officer: _____

JOSE LUCE

Include the following as attachments:

Provide as an Attachment Contractor's (and Contractor's proposed Subcontractors and Suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) OSHA No. 500- Log & Summary of Occupational Injuries & Illnesses for the past 5 years.

Provide as an Attachment Contractor's (and Contractor's proposed Subcontractors and Suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) list of all OSHA Citations & Notifications of Penalty (monetary or other) received within the last 5 years (indicate disposition as applicable) - IF NONE SO STATE.

Provide as an Attachment Contractor's (and Contractor's proposed Subcontractors and Suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) list of all safety citations or violations under any state all received within the last 5 years (indicate disposition as applicable) - IF NONE SO STATE.

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NORTHPORT, ME**

Provide the following for the firm listed in Section V (and for each proposed Subcontractor furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) the following (attach additional sheets as necessary):

BAYSIDE SEAWALL IMPROVEMENTS
NORTHPORT, ME

I HEREBY CERTIFY THAT THE INFORMATION SUBMITTED HERewith, INCLUDING ANY ATTACHMENTS, IS TRUE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

NAME OF ORGANIZATION: JAKE BARBOOR INC.

BY: [Signature]

TITLE: PRESIDENT

DATED: 3/12/20

NOTARY ATTEST: [Signature]

SUBSCRIBED AND SWORN TO BEFORE ME

THIS 12th DAY OF March, 2020

NOTARY PUBLIC - STATE OF Maine

MY COMMISSION EXPIRES: 12/28/2024



REQUIRED ATTACHMENTS

1. Schedule A (Experience).
- 2.. Evidence of authority for individuals listed in Section 7 to bind organization to an agreement.
3. Required safety program submittals listed in Section 11.
4. Additional items as pertinent.

SCHEDULE A

PREVIOUS EXPERIENCE (Include ALL Projects Completed within last 5 years)

| Project Name | Owner's Contact Person Name: Address: Telephone: | Design Engineer Name: Company: Telephone: | Contract Date | Type of Work | Status | Cost of Work |
|----------------------------|---|--|---------------|--------------|--------|--------------|
| SEE ATTACHED SCHEDULE A | Name: Address: Telephone: | Name: Company: Telephone: | | | | |
| | Name: Address: Telephone: | Name: Company: Telephone: | | | | |
| | Name: Address: Telephone: | Name: Company: Telephone: | | | | |
| | Name: Address: Telephone: | Name: Company: Telephone: | | | | |
| | Name: Address: Telephone: | Name: Company: Telephone: | | | | |
| | Name: Address: Telephone: | Name: Company: Telephone: | | | | |
| | Name: Address: Telephone: | Name: Company: Telephone: | | | | |



Schedule A

March 12, 2020

Mike Sabatini
Landmark Corporation Surveyors & Engineers
219 Meadow St
Rockport, Maine 04841

Re: Bayside Seawall Improvements

Dear Mike,

Firm Overview & History

Jake Barbour, Inc. was founded in March of 2002. Jake started working for his grandfather George C. Hall in the sitework business during his high school and college years and then full time upon graduation from college in 1988. Jake graduated from Northeastern University with a Bachelor of Science degree in Civil Engineering. He has been in the sitework business for a total of thirty-one years. Currently Jake Barbour, Inc. employs twenty-five to thirty individuals. Our key personnel have many years of experience. Our Cornerstone quarry is located in Friendship, Maine and manufactures crushed gravel which readily meets MDOT specifications. We also manufacture various sizes of rip rap stone. We are safety, quality and service oriented. Our equipment is relatively new and in good operating order. Our company maintains a significant bonding capacity. We complete our projects on time and we are accustomed to working in and around shoreline projects given our proximity to the coast.

Summary of Qualifications

Safety is a priority at Jake Barbour, Inc. We comply with MSHA regulations at our Cornerstone Quarry and Shop and OSHA regulations at our jobsites. Our employees receive many hours of safety education annually. We conduct a safety meeting each week for all members of our staff.

Certifications:

- First Aid & AED Certified (16)
 - HazWoper Certified (2)
 - Soil & Erosion Control Certified (7)
 - MSHA Annual Refresher Training (18)
 - MDOT Traffic Control Certified (2)
 - MDOT Flagger Trainer Certified (2)
 - Onsite Subsurface Wastewater Disposal System Installer Certified (3)
- GPS and Total Station Layout Systems

Experience

Current Primary Projects:

- **2018 – 2020** – Sitework & Demolition, \$3,876,723.00 – Ledgewood Construction – Camden Rockport Middle School, 34 Knowlton Street, Camden, Maine – JBI provided a performance & payment bond for this project, (Megunticook River)

Past Projects:

Jake Barbour, Inc. has completed many shoreline stabilization projects during its history.

- **2018 – 2019** – Sitework & Demolition, \$1,545,610.00 – Sheridan Corporation – Mid-Coast School of Technology, 1 Main Street, Rockland, Maine, project completion August 2019, (Rockland Harbor)
- **2017 – 2018** – Sitework - Rockland Coast Guard Station, \$89,000.00 – Atlantic Mechanical – (Rockland Harbor)
- **2016** – Dillingham Point Seawall Stabilization, \$120,000.00 – Cold Mountain Builders – (Camden Harbor)
- **2015** – Saint George Large Culvert Replacement, \$178,792.00 – Tenants Harbor, ME – MDOT project JBI was the prime contractor. (In water tide work with one week to install the new precast culvert)
- **2014 – 2015** – Wadsworth Street Bridge, Thomaston, ME, \$469,824.00 – MDOT project, JBI was a subcontractor to Prock Marine. We performed the sitework for the new bridge approaches and provided MDOT specified crushed gravel to Prock Marine for in water work and rip rap for slope stabilization work.
- **2012** – Karen Brace Shoreline Stabilization - \$90,000.00 – Northport, Maine

Project Team

- Jake Barbour – Owner and General Manager – 32 years of experience
- Joshua Luce – Operations Manager – UMO graduate with a B.S. in Construction Management Technology – 12 years of experience

Field Supervisors:

- Mark Brackett – 34 years of experience
- John Brannan – 25 years of experience
- Wayne Hyler – 29 years of experience
- Rodney LeSan – 25 years of experience
- Lance Lucas – 35 years of experience – UMO graduate B.S. in Construction Management Technology
- Lauren Tozier – 25 years of experience

References:

William B. Gartley, P.E., President
Gartley & Dorsky Engineering & Surveying
P.O. Box 1031,
Camden, Maine 04843
Tel. 207.236.4365

Craig W. Coolidge, P.E., Vice President, Principal Engineer
Summit Geoengineering Services
173 Pleasant Street
Rockland, Maine 04841
Tel. 207.318.7761

Steven Mohr, Principal
Mohr & Seredin Landscape Architects
18 Pleasant Street
Portland, Maine 04101
Tel. 207.871.0003

Jake Barbour, Inc.
ACTION BY UNANIMOUS CONSENT OF STOCKHOLDERS

The undersigned, being all of the Stockholders of the above-named corporation (the "Company"), hereby consent to the taking of, and hereby take, the following actions, without holding a meeting, such actions being stated in the form of, and to be as fully effective as if taken by, a vote of the Stockholders of the Company at a duly called meeting.

VOTED:

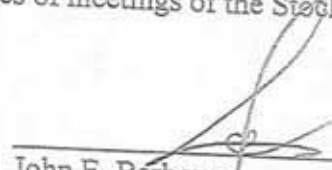

That each of the Company's President & Treasurer, who is John E. Barbour (each an "Authorized Party"), acting singly, is authorized and empowered to perform one or more of the following actions for and on behalf of the Company and bind the Company on such terms, covenants and conditions as such Authorized Party may deem advisable in such Authorized Party's sole discretion, the execution of any agreement, documents or instrument to constitute a conclusive presumption that the terms, covenants and conditions of said documents so signed are agreed to by and binding on the Company:

- (a) Execute a "bid form" on behalf of the Corporation.
- (f) Execute any document (including, but not limited to, facsimile signature authorization agreements, wire transfer agreements, automated clearinghouse agreements, payroll deposit agreements, line of credit agreements, letters of credit, foreign exchange contracts, purchase of foreign receivables, promissory notes, loan agreements, security agreements, assignments for security purposes, mortgages, deeds of trust, assignments of rents and leases, guaranties, powers of attorney, amendments, modifications, and waivers) and take or refrain from taking any action on behalf of the Company;

FURTHER RESOLVED, any of the foregoing activities and any related activities taken by an Authorized Party prior to adoption of the foregoing resolution are hereby ratified and declared to be binding obligations of the Company in a full and complete manner.

This document shall be filed with the minutes of meetings of the Stockholders of the Company.

DATED: August 7, 2009


John E. Barbour
President & Treasurer of Jake Barbour, Inc.

Chad A. Cloutier, Esq.
Clerk

BAYSIDE SEAWALL IMPROVEMENTS
NORTHPORT, ME

PENAL SUM FORM

BID BOND

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

BIDDER (Name and Address):

JAKE BARBOUR, INC.
P.O. BOX 1178
ROCKLAND, ME 04841

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

UNITED STATES FIRE INSURANCE COMPANY
305 MADISON AVENUE
MORRISTOWN, NJ 07962

OWNER (Name and Address):

NORTHPORT VILLAGE CORPORATION
813 SHORE ROAD
NORTHPORT, ME 04849

BID

Bid Due Date: MARCH 12, 2020

Description (Project Name— Include Location): BAYSIDE SEAWALL IMPROVEMENTS, BAYSIDE WHARF
AT RUGGLES PARK, NORTHPORT, ME.

BOND

Bond Number: JAKEBARBOUR57

Date: MARCH 10, 2020

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

JAKE BARBOUR, INC.
Bidder's Name and Corporate Seal

SURETY
UNITED STATES FIRE INSURANCE COMPANY
Surety's Name and Corporate Seal

By:

Signature

Print Name

Title

Attest:

Signature

By:

Signature (Attach Power of Attorney)

Print Name

ATTORNEY-IN-FACT

Title

WITNESS:

~~XXX~~

Signature

BAYSIDE SEAWALL IMPROVEMENTS
NORTHPORT, ME

PENAL SUM FORM

Title

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.

BAYSIDE SEAWALL IMPROVEMENTS
NORTHPORT, ME

PENAL SUM FORM

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.

END OF BID BOND

POWER OF ATTORNEY
UNITED STATES FIRE INSURANCE COMPANY
PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY

01378414320

KNOW ALL MEN BY THESE PRESENTS: That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint:

Heidi Rodgen, Robert E. Shaw, Jr., Joline L. Binette, Melanie A. Bonnevie

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties not exceeding: Twelve Million, Five Hundred Thousand Dollars (\$12,500,000).

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney revokes all previous Powers of Attorney issued on behalf of the Attorneys-In-Fact named above and expires on January 31, 2021.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:

(a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;

(b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation 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 Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 22nd day of August 2019.



UNITED STATES FIRE INSURANCE COMPANY

Anthony R. Slimowicz

Anthony R. Slimowicz, Executive Vice President

State of Pennsylvania }
County of Philadelphia }

On this 22nd day of August 2019, before me, a Notary public of the State of Pennsylvania, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.

Commonwealth of Pennsylvania - Notary Seal
Tamara Watkins, Notary Public
Philadelphia County
My commission expires August 22, 2023
Commission number 1348843

Tamara Watkins

Tamara Watkins

(Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the 10 day of MARCH 20 20

UNITED STATES FIRE INSURANCE COMPANY

Al Wright

Al Wright, Senior Vice President



PARKING ORDINANCE [PROPOSED REVISIONS-2020]

PARKING REGULATIONS FOR THE NORTHPORT VILLAGE CORPORATION

Section 1. PURPOSE

This Parking Ordinance intends to promote and maintain the public safety, well-being and convenience of the residents of the Northport Village Corporation by regulating the parking of Vehicles on Village roads and on Village-owned property.

Section 2. AUTHORITY

This Ordinance has been proposed for adoption in accordance with the Maine P&S Laws 1915, ch. 136 as amended; 30-A M.R.S.A. §6302; 30-A M.R.S.A. §3009; which empower the municipal officers (Board of Overseers) with the exclusive right to enact ordinances with regard to parking.

Section 3. DEFINITIONS

- 3.1. “Oversized Vehicle”: Any Vehicle which has a carrying capacity of more than three-thousand (3,000) pounds, or which, including load, is more than twenty-two (22) feet in length, or which, including load, is more than eight (8) feet in width, or which, including load, is more than twelve feet, six inches (12’6”) in height.
- 3.2. “Park”, “parked,” “parking”: A Vehicle which remains stationary in a street or on a Village-owned property, without a driver and without the engine operating.
- 3.3. “Vehicle”: Every device in, upon or by which any person or property is or may be transported or drawn upon a highway or waterway, excepting devices moved exclusively by human power or used exclusively upon stationary rails or tracks. For the purpose of this Ordinance, Vehicles shall include trailers of every kind and boat cradles.
- 3.4. “Village Road”: Any public road within the geographic confines of the Northport Village Corporation.

Section 4. WINTER PARKING BAN

From November 15 to April 15, all parking on Village roads and streets is prohibited between the hours of 7:00 P.M. and 7:00 A.M., provided, however, that the Village Agent may grant a revocable exception to individual parkers on a season-by-season basis. During a significant snow event requiring plowing, parking is prohibited during all hours on Village roads and streets. Authorization has been given for all Vehicles so parked to be removed and put into storage, and all expenses will be charged to the owner. The Northport Village Corporation will not be responsible for any damages to Vehicles so removed. The Town of Northport’s Administrative

Ordinance regarding winter parking remains in effect for all Town roads and supersedes the Village's Winter Parking Ban for those roads.

Section 5. VEHICLES NOT TO OBSTRUCT TRAFFIC

- 5.1. The operator of a motor Vehicle shall park such that the wheels adjacent to the curb are no more than twelve (12) inches away from the curb. Where curbs are not present Vehicles should be parked so that as much of the Vehicle is off the road way as possible. Under no circumstance should a Vehicle be parked on a roadway in any manner that results in the area of passage being less than fourteen (14) feet.
- 5.2. A Vehicle shall not be parked or stop in any street so as to prevent or obstruct the passing of vehicular traffic or emergency vehicles.
- 5.3. No Oversized Vehicle shall be permitted to park or stand upon any public street in the Village for a longer period than fifteen (15) minutes, except when loading or unloading or performing maintenance work.
- 5.4. If the owner of an Oversized Vehicle, for reasons related to construction or to hardship, wishes to stand or park on Village roads for periods longer than those specified in Section 5.3, the owner must request exceptional permission from the Board of Overseers or Village Agent.

Section 6. NO PARKING ZONES

- 6.1. No person shall stop, stand, or park a Vehicle, except when necessary to avoid conflict with other traffic or in compliance with law or the directions of the Village Agent, a police officer or a traffic control device, in any of the following places:
 - 6.1.1. In front of a public or private driveway so as to obstruct access to same.
 - 6.1.2. Within fifteen (15) feet of an intersection, whether or not there is a stop sign or traffic signal, unless in an otherwise designated parking area, or unless written permission has been obtained from the Board of Overseers. The Village shall supply a window sticker or placard for the property owners to display in the Vehicle. No more than one placard/sticker shall be issued per household.
 - 6.1.3. Within fifteen (15) feet of a fire hydrant on the side of the street where the hydrant is located except in a designated parking space.
 - 6.1.4. Within five hundred (500) feet (or such other distance as may be determined by or the Village Agent or civil authorities (that is, police, fire, or ambulance personnel) in charge of the scene) when there is an emergency, fire, or other circumstance requiring a temporary parking ban.
 - 6.1.5. At any place where an official sign or road marking prohibits parking.

- 6.1.6. On the Community Hall side of George Street from Rogers Lane to Cobe Road.
- 6.1.7. On either side of the dead-end road across lower Bayview Park, except for the purpose of loading or unloading for a period not exceeding fifteen (15) minutes.
- 6.1.8. Ruggles Park (see Exhibit A):
 - 6.1.8.1. On the park side of Park Row, from 1 Park Row to 21 Park Row, bordering the northern edge of Ruggles Park (that is, parking is only allowed on the cottage side of Park Row).
 - 6.1.8.2. On the water side of the connector between Park Row and the boat launch ramp.
 - 6.1.8.3. On the right side of lower Maple Street, from Broadway to the Northport Yacht Club flagpole (provided, however, that the Northport Yacht Club may park its sailing school boats/trailers in this area during their seasonal commissioning and decommissioning efforts and for emergency maintenance) and at the bottom of Ruggles Park, in front of the waste-water treatment building and fire hydrant and continuing to the causeway.
 - 6.1.8.4. Around the outside perimeter of the traffic island located at the bottom of Ruggles Park.
 - 6.1.8.5. In front of and on the causeway to the wharf, except for the purpose of loading or unloading for a period not exceeding fifteen (15) minutes.
 - 6.1.8.6. On either side of the playground within fifteen (15) feet of the lower vertex (that is, where the telephone pole is).
 - 6.1.8.7. On the bay side of Broadway along the top of Ruggles Park, from Maple Street to Park Row.
- 6.1.9. In front of the mail boxes on Clinton Avenue at Merrithew Square.
- 6.1.10. On the inland side of Shore Road at Kelly Cove across the street from the parking area just past the bridge (Devil Bridge).
- 6.1.11. On both sides of Bluff Road in front of the fire department for the entire width of the fire department's driveway plus an additional fifteen (15) feet on either side of the driveway.
- 6.1.12. Any other area that is likely to cause a threat to public safety.

- 6.2. Motor-homes, conversion vans, camper-trailers, and Oversized Vehicles are not permitted to park overnight in any Village parking area or along Village roads without prior written approval from the Board of Overseers or Village Agent.
- 6.3. The Board of Overseers may establish and then erect and maintain signs indicating that no parking is permitted in specified areas or on one or both sides of a specified street. The Board of Overseers will update this as necessary in the interest of public safety. The list of no parking zones will be published no later than June 15 each year if any changes are made and will be available through the Village Office and other means as the Board of Overseers deem appropriate.

Section 7. PARKING ON VILLAGE PROPERTY

- 7.1. No unlicensed or unregistered Vehicles shall be parked on Village property.
- 7.2. Limited space is available for parking on Village-owned property. These are the Village-owned areas available for parking, in all cases subject to the other provisions of this Ordinance:
 - 7.2.1. Lower Ruggles Park: Perpendicular parking along the seawall between the boat launch ramp and wharf causeway. Overnight parking is prohibited.
 - 7.2.2. Lower Ruggles Park: Perpendicular parking along the lower edge of the park slope, between Main Street and Park Row. Overnight parking in Ruggles Park is permitted in this area only, for a period not to exceed forty-eight (48) hours, although overnight parkers are encouraged to instead seek a private property alternative or use Cradle Row (also known as Cradle Park and Grove Street).
 - 7.2.3. Lower Maple Street (below Broadway): Parallel parking along the right side below the Northport Yacht Club flagpole but not from in front of the waste-water treatment building and fire hydrant to the causeway. Overnight parking is prohibited.
 - 7.2.4. Lower Maple Street (below Broadway): Parallel parking along the left side of lower Maple Street below the basketball court but not closer than fifteen (15) feet to the playground's lower vertex (that is, where the telephone pole is). Overnight parking is prohibited.
 - 7.2.5. Lower Main Street (below Broadway): Parallel parking along the entire Park Row side and along the playground side only below the merry-go-round but not closer than fifteen (15) feet to the playground's lower vertex (that is, where the telephone pole is). Overnight parking is prohibited.
 - 7.2.6. Merrithew Square: Perpendicular parking on the water pump side of Broadway from Clinton Avenue to the Bangor Cottage;

7.2.7. Cradle Row (also known as Cradle Park and Grove Street): As marked and signed;

7.2.8. Auditorium Park: Parking within this park is permitted only to householders abutting the park as defined by the deed of gift subject to the terms of the deed, including: "The Grantor reserves the right for the abutting property owners to park or leave an automobile or other vehicle in a designated section of the park."
Deed of Gift, August 1940

7.3. No person shall park a Vehicle on any street for the principal purpose of displaying such Vehicle for sale.

Section 8. EMERGENCY REMOVAL

Any Vehicle parked upon a public street or on Village property in a place or manner prohibited by this Ordinance is hereby declared to be an obstruction in the public way. A police officer or the Village Agent may cause the removal, at the owner's expense, of any Vehicle in violation of this Ordinance which is an obstruction in the public way or is posing a threat to public safety.

Section 9. HANDICAPPED PARKING

9.1. The Board of Overseers is hereby authorized to determine and designate, by proper signs, certain parking spaces for handicapped parking.

9.2. Any Vehicle parked in a parking space clearly marked as a handicapped parking space and which does not bear a special registration plate or placard issued under M.R.S.A. Title 29-A, §521, or a similar plate issued by another state. "Clearly marked" includes painted signs on pavement and vertical standing signs which are visible in existing weather conditions. The Village Agent or any police officer may cause any Vehicle so parked to be removed from the parking space and towed or moved at the expense of the owner of such Vehicle, and without the Village being liable for any damage that may be caused by such removal.

Section 10. ENFORCEMENT

10.1. It shall be the duty of law enforcement officers, the Village Agent or a designated parking enforcement officer, acting in accordance with instructions by the Board of Overseers, to report:

10.1.1. The state license number of any Vehicle that is or has been parking in violation of any provisions of this Ordinance.

10.1.2. The time at which such Vehicle is parked in violation of any provision of this Ordinance.

- 10.1.3. Any other facts, a knowledge of which is necessary to a thorough understanding of the circumstances attending such violation.
- 10.2. Each officer shall attach to such Vehicle a notice to the owner or operator thereof that such Vehicle has been parked in violation of the provisions of this Ordinance.
- 10.3. The Board of Overseers and the Village Agent shall have the authority to provide revocable enforcement waivers under circumstances deemed appropriate, in the reasonable discretion of the Board of Overseers or the Village Agent, for a period not to exceed thirty (30) days.

Section 11. PENALTIES

- 11.1. The operator or owner of any Vehicle charged with a violation of Sections 6.1.3, 6.1.4 or 6.1.11 of this Ordinance may waive all court action by the payment of a waiver fee of seventy-five dollars (\$75.00) per day of infraction at the Village Office prior to the expiration of the thirty (30) day period following the issuance of the parking ticket as stated on the Notice of Illegal Parking.
- 11.2. The operator or owner of any Vehicle charged with a violation of the general parking restrictions set out in Sections 4-8 of this Ordinance other than a violation of Sections 6.1.3, 6.1.4 or 6.1.11 may waive all court action by the payment of a waiver fee of twenty-five dollars (\$25.00) per day of infraction at the Village Office prior to the expiration of the thirty (30) day period following the issuance of the parking ticket as stated on the Notice of Illegal Parking.
- 11.3. The operator or owner of any Vehicle charged with a violation of Section 9 may waive all court action by the payment of a waiver fee of two hundred dollars (\$200.00) per day of infraction at the Village Office prior to the expiration of the thirty (30) day period following the issuance of the parking ticket as stated on the Notice of Illegal Parking.
- 11.4. In addition to sections of this Ordinance which specifically allow for towing violations, the Village Agent or other civil authority may have towed any Vehicle parked in violation of this Ordinance at the expense of the owner of such Vehicle and without the Village being liable for any damage caused by such removal when that Vehicle is parked in a fire lane, blocking a fire hydrant, parked so as to obstruct pedestrian traffic or parked in such a manner as to create a traffic hazard.
- 11.5. Any owner or operator of any Vehicle charged with five (5) or more violations of any of the parking regulations set forth in this Ordinance in any consecutive thirty (30) day period may be required to forfeit the court waiver fees, and be ordered to appear in court. Any person summoned to District Court for a parking violation and found guilty of the alleged violation may be required to pay for court costs in addition to the fine for the violation.

Section 12. EVIDENCE

No person shall allow any Vehicle registered in his or her name to park in violation of the provisions of this Ordinance. The fact that a Vehicle is unlawfully parked or stored shall be prima facie evidence of the unlawful parking of such Vehicle by the person in whose name the Vehicle is registered. (Code 1968, §711.39) (M.R.S.A. 30-A, §3009).

Section 13. NO LIABILITY

Parking of Vehicles on Village property or on or beside Village roads shall be at the owner's risk. The Village bears no liability for any damage to property whether caused by weather, accident, or vandalism.

Section 14. REPEAL OF PRIOR ORDINANCES

Any and all prior ordinances or parts thereof or written policies or procedures heretofore adopted by the Board of Overseers which are in conflict with the provisions of this Ordinance shall be repealed as of the effective date of this Ordinance.

Section 15. VALIDITY AND SEVERABILITY

Should any section(s) or provision(s) of this Ordinance be declared by the courts to be invalid or non-enforceable, such decision shall not invalidate any other section or provision of this Ordinance.

Section 16. ADOPTION AND EFFECTIVE DATE

This Ordinance shall become effective _____, 2020.

Attest: _____

Maureen Einstein, Clerk

Northport Village Corporation

Enacted _____, by vote of Board of Overseers of the Northport Village Corporation.

Exhibit A

Ruggles Park No Parking Areas

(No parking areas are designated by dashed lines)

*** Under no circumstance should a Vehicle be parked on a roadway in any manner that results in the area of passage being less than fourteen (14) feet. ***



Waterfront Safety Committee

Meeting Date: March 1, 2020, 10:00 a.m. at Village Office and via conference call

Meeting

Recap Date: March 6, 2020

Attendees:

Committee: Craig Brigham, Jim Coughlin, Gordon Fuller, Bill Haverty, Mike Lannan,
Bill Paige, Jeffrey Wilt

Community

Members: Dan Webster

Discussion Topics:

Updating 2019 Registration Packet –

- Add box for Sticker # in the upper right-hand corner
- Add space for check number and amount paid
- Add instruction to please display registration sticker where can be easily seen.
- Add information on seawall project and its impact on small watercraft storage

Registration Process for 2020 Season

The committee will recommend to the Overseers that registration of small watercraft be mandatory for the 2020 boating season. In addition, the committee will recommend a \$10 mandatory registration fee for small watercraft stored on village property for the 2020 season. This is consistent with the plans established at the start of the 2019 season.

The committee discussed, at length, options for enforcement. There is consensus that a formal enforcement protocol should not be implemented until the 2021 season. However, the Dock Master and appointees will continue to inform boaters when they are out of compliance with the waterfront rules. Ideas include placing “tickets” on offending watercraft (those without registration and those inappropriately stored); maintaining a log-book to track “repeat offenders,” continuing the practice of moving dinghies stored on the wrong float. The committee will revisit enforcement at future meetings.

Seawall Project’s impact on length of season

There was a lengthy discussion on the seawall project and its impact on the 2020 boating season. A September start date – post Around Islesboro – could necessitate early removal of the floats and result in limited or no access to the dock and north shore. There will be a better understanding of the project timing and impact when a contractor is selected. The Overseers will review contractor bids at their March 15 meeting. The committee consensus is that all floats should be pulled and stored before the start of construction.

The project will make communication will be especially critical this season. The committee will add information on the construction project and its impact on those storing small watercraft to the registration packet.

Signage will be critical – on the north shore and at the dock. Budget implications will be discussed with the Overseers.