

**Readfield Select Board  
Regular Meeting Agenda**

**August 8, 2016**

**Meeting starts: 6:30 PM**

**Meeting ends (unless extended): 8:40 PM**

**Location: Readfield Town Office - Giles Hall**

**Pledge of Allegiance**

**Regular Meeting - 10 minutes**

17-040 - Minutes: Select Board meeting minutes of August 08, 2016. - 5 minutes

17-041 - Warrants: #7 & #8. - 5 minutes

**Communications - 45 minutes**

Select Board communications. - 15 minutes

Town Manager. - 5 minutes

Boards, Committees, Commissions & Departments - 10 minutes

- Age Friendly Community Committee - Aging Community Survey.

- Cemetery Committee Minutes of June 20, 2016.

Public Communication - Members of the public may address the Select Board. – 15 minutes

**Appointments & Re-appointments - 10 minutes**

17-042 - Accept the resignation of Lenny Reay from the Road Committee.

17-043 - Appoint two members both with 3 year terms to the Road Committee.

17-044 - Appoint one member to the Solid Waste and Recycling Committee.

***Short Stretch Break***

**New Business - 60 minutes**

17-045 - Snow and Ice Control Contract award. - 40 minutes

17-046 - Select Board retreat follow-up. - 5 minutes

17-047 - Set the date for a Capital Improvement Plan (CIP) budget & planning workshop. - 5 minutes

17-048 – Town Manager review and contract process. - 5 minutes

17-049 - Other. - 5 minutes

**Future Agenda Items - 5 minutes**

As identified in Appendix A.

Other.

**Adjournment**

# **REGULAR MEETING**

- **MINUTES**
- **WARRANTS**

Readfield Board of Selectmen  
August 22, 2016  
Item # 17-040

**Readfield Select Board**  
**Regular Meeting Minutes – August 8, 2016 – Unapproved**

**Select Board Members Present:** Thomas Dunham, Christine Sammons, Bruce Bourgoine, John Parent and Kathryn Woodsum

**Others Attending:** Eric Dyer (Town Manager), Kristin Parks (Board Secretary), William Starret (Channel 7), Barbara Bourgoine, Lenny Reay, Sue Reay, Tina Keech, Dana Therrien, Craig Pollis, Matt Curtis, Lorraine Wagner, Marion Dunham, Greg Durgin, Deb Doten, Gary Quintal (CEO), Fran Zambella, David Linton, Eunice Bowler, David Fortin, Laurence Perkins, Steven D. Woodsum

Mr. Bourgoine called the meeting to order at 6:30 pm followed by The Pledge of Allegiance.

**Regular Meeting**

- **17-031 – Minutes: Select Board meeting minutes of July 25, 2016**
  - **Motion** made by Mrs. Woodsum to approve the minutes of the July 25, 2016 meeting as amended, **second** by Mr. Parent. **Vote 5-0 in favor.**
- **17-032 – Warrants #5 & #6**
  - **Motion** made by Mrs. Sammons to approve Warrants #5 & #6 in the amount of \$340,489.17, **second** by Mrs. Woodsum. **Vote 5-0 in favor.**

**Communications**

- **Select Board Communications**
  - Mr. Dunham spoke concerning the warrant process. He would like to be able to review the warrant before the Select Board meeting instead of at the beginning of the meeting. Possibly have the warrant completed by Friday afternoon. Suggested by Mr. Bourgoine to put on the agenda at the Select Board retreat for suggestions and solutions.
  - Mr. Dunham asked when unforeseen situations happen at the transfer station to have a contingency plan in place for the residence so they are not turned away.
  - Mrs. Woodsum reported that we had a great Summer Residence meeting last Friday. Big thank you to Robin Lint for setting up for the meeting.
  - A reminder regarding road signs; please remember they are for E911 reasons and important that they are not to be removed.
  - Mr. Bourgoine spoke regarding concerns/discussion on the Budget committee and voting by ballot. He expressed this was so all five candidates can be considered.
  - Mr. Bourgoine wanted to remind the public that this Saturday is the Fire Departments Bean Hole Supper and the Readfield Library Book Sale along with the Historical Society and Union Meeting House holding events this weekend.
- **Town Manager**
  - Mr. Dyer went over his Town Manager Report dated for Monday, August 8, 2016.
    - Unsure when the paving will begin on town roads. Main Street/Route 17 paving will continue, not sure what has happened but they are to complete all the way through Readfield. The crack sealing has been completed and stripping to start within the next week.
    - Mr. Dunham and Mr. Dyer spoke regarding the fire truck financing and town taxes.

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- **Boards, Committees, Commissions & Departments**

- Mill Stream Dam Project update
  - Greg Durgin spoke and let the Select Board know that there are other options for grants available if you would like them to submit those in 2 weeks they will.
  - **Motion** made by Mrs. Woodsum to approve the Mill Stream Dam Grant Project to apply for grants to Camden National Bank, Kennebec Savings Bank and Fields Pond Foundation, **Second** by Mrs. Sammons. **Vote** 5-0 in favor.
- Cemetery Committee minutes May 2, 2016 - *Thank you all for submitting your minutes.*
- Board of Assessors minutes July 19, 2016
  - Mill rate was set at 18.93 at the August 2 meeting. Tax bills have already gone out. The board directed the Assessor to send a letter to a tree growth owner. Corrected an account penalty and abated that amount. John Moran was elected secretary.
- Trails Committee minutes of June 28, 2016 - *Thank you all for submitting your minutes.*

- **Public Communications - *Members of the public may address the Select Board on any topic***

- Lenny Reay spoke regarding the upcoming snow plow bid and wants to know if he submits a snow plow bid from Reay Excavation if the Select Board will accept. Mr. Bourgoine addressed the concern and let him know that the process has been determined and this is not on the agenda tonight. Mr. Dyer expressed his concern regarding the conflict of interest on this matter.
- Marion Dunham asked a question regarding the Ballot voting instead of an open vote. Mr. Bourgoine explained that this is something that will be discussed but is so all can be considered.
- Lorraine Wagner commented regarding Reay's bidding and believes it should be the Select Boards decision not the Town Managers. Also, would think it would be fair to all those that have submitted appointments that they would be told why they are not being appointed instead of going with a secret ballot process. Lorraine also mentioned a concern regarding the Maranacook Lake Dam Project and would like to know why we would pay for this and not for help with Torsey Pond.
- Fran Zambella asked Mr. Dyer questions regarding taxes and the mill rate. The mill rate was down 2015 and went back up for 2016. Asked Mr. Bourgoine regarding the agenda, the Select Board tries to stay on the agenda topics as much as possible to stay on track but also be considerate.
- Various town residents spoke regarding their concerns of not accepting the bid from Reay Excavation.

**Appointments & Re-Appointments:**

- **17-033 – To have the Selectboard appoint three members to the Budget Committee by ballot.**
  - **Motion** by Mr. Bourgoine to go by ballot voting, **Second** by Mr. Dunham for further discussion. **Discussion:** Mr. Bourgoine explained the procedure on voting by ballot. Sole reason so all appointments from the 5 candidates are considered. Select Board members spoke regarding their views on voting. **Vote** 5-0 in favor.
  - Peter Davis, Valarie Pomerleau and Andrews Tolman were elected by written ballot
  - **Motion** made by Mrs. Sammons to accept Valarie Pomerleau to the Budget Committee for the two year term, and Pete Davis and Andrews Tolman for three year term, **Second** by Mr. Parent. **Vote** 5-0 in favor.

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- **17-034 – To have the Selectboard re-appoint Martin Hanish to represent Readfield at KVCOG**
  - **Motion** made by Mr. Parent to re-appoint Martin Hanish to represent Readfield at KVCOG,  
**Second** by Mrs. Woodsum. **Vote** 5-0 in favor.

**Unfinished Business:**

- **17-028 – Consider a 2<sup>nd</sup> reading of the proposed Heritage Days Committee structure**
  - Mr. Dyer went over the 2<sup>nd</sup> reading and the one change.
  - Mrs. Woodsum asked if the committee has the ability to ask the town to change the years/timeframe of when Heritage Days is held.
  - **Motion** made by Mrs. Woodsum to accept the 2<sup>nd</sup> reading of the Readfield Heritage Days Committee reformation as submitted, **second** by Mr. Parent. **Discussion:** Make sure it is added to the committee binder. **Vote** 5-0 in favor.
- **16-093 – Consider Owner non-compliance with the Consent Agreement for 323 Main St.**
  - Gary Quintal, CEO of Readfield spoke to let the Select Board know that there has been no significant improvement within the last 8 months.
  - Craig Pollis spoke on his behalf and his concerns that he feels that there has been improvements and he is trying to do the best to his ability.
  - Mr. Dyer went over the next steps to the non-compliance of the Consent Agreement due to lack of progress. Suggested at this point that we go with the Consent Agreement and have the town go forward with having the town start the cleanup process and have the property owner pay the fees. Mr. Dyer went over the timeline of dates leading up to tonight's concerns.
  - **Motion** made by Mrs. Woodsum that the town arrange for and pay to clean up the lot assessed at Map 136, Lot 44, to bring it into compliance; this would end any penalties for the 4 violations of 100.00 per day that the property own has already acknowledged of on 6/20/16, **second** by Mr. Bourgoine. **Discussion:** This would help with settling the case up and help the property owner. Violations are listed, and this is to clean up what is listed in the complaint. Timeline of the work to be done will be set up with CEO and Craig Pollis. Estimate of the cost not yet determined. **Vote** 4-1, opposed Mr. Dunham.

**New Business:**

- **17-035 – Consider action in relation to A Notice of Violation for 37 & 38 Terrace Rd**
  - Gary Quintal spoke regarding the subdivisions and the difference from the town ordinance. Submitted pictures of the property. Illegal sign on premises and illegal junk yard.
  - Matthew Curtis, property owner, spoke regarding how he has come about his business at his home of residence, common ownership of the properties and the sign. Does not advertise that he has a junk yard, doesn't store parts so doesn't see how he has an illegal junk yard. Would like to see all pictures be submitted to the Select Board before any further action is taken.
  - Mr. Bourgoine suggested that we take more time, have CEO and property owner meet and work out an agreement.
  - Gary Quintal went over Planning Board approval for conditions of use for Mr. Curtis' business and that there is a sign permit from Ken Pratt but for a smaller size and for 37 Terrace Rd. He explained he has given Mr. Curtis opportunities to change the sign.
  - Tina Keech, residence of Terrace Road spoke regarding her concerns.

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- **Motion** made by Mrs. Sammons to give 90 days for all property owners to get all information together. **Second** by John Parent. **Discussion:** Look further into this matter to see if the Select Board is to even be handling this. Lengthy discussion amongst the Select Board on deciding the next steps. Recommendation that this be an Appeals Board discussion. Suggested to add to Select Board retreat topics regarding time frame of CEO and actions taken. **Vote** 3-2, opposed Mr. Dunham and Mrs. Woodsum.
- **17-036 – Conduct the 1<sup>st</sup> reading on an interlocal agreement formalizing the Town of Fayette's inclusion**
  - Mr. Dyer went over the Readfield and Wayne Transfer Station Contract with the Town of Fayette as presented in the packet.
  - **Motion** made by Mr. Bourgoine that the Town Manager/Transfer Station Manager sign the document as presented, **Second** by Mrs. Woodsum. **Vote** 5-0 in favor.
- **17-037 – Approval of Post Issuance Compliance Procedures for fire truck financing**
  - Mr. Dyer went over the Post Issuance Compliance Procedures document presented in the packet.
  - This is the current debt, doesn't include the new fire truck as paperwork hasn't been signed yet.
  - **Motion** made by Mrs. Woodsum to approve the Post Issuance Compliance Procedures Bonds and Bond-Financed Property for the Town of Readfield as presented, **second** by Mrs. Sammons. **Vote** 5-0 in favor.
- **17-038 – DRAFT Request for proposals: Maranacook Lake Outlet Dam Modification**
  - Larry Perkins spoke regarding the RFP on the Maranacook Lake Outlet Dam Modification. Town of Winthrop is a go with the Project.
  - **Motion** made by Mrs. Woodsum to approve request for approval for the Maranacook Lake Outlet Dam Modification as presented, **Second** by Mr. Dunham. **Vote** 5-0 in favor.
- **17-039 – Other – Conflict of Interest (Ordinance Policy)**
  - Have an ordinance to follow. This was voted twice at the Town Meeting.
  - Mr. Woodsum went over the Ordinance Policy. Select Board members spoke regarding their concerns.
  - Mr. Dyer spoke as the Town Manager and Road Committee Manager and his view on the Conflict of Interest Ordinance Policy.
  - Lenny Reay spoke regarding his concerns and wanted to know what he contributed to make his bid not acceptable. Dave Linton voiced his concern to this matter.
  - **Motion** made by Mrs. Sammons to back up the Road Commissioner with his decision that there is a conflict of interest, **second** by Mr. Bourgoine. **Vote** 4-1, opposed Mr. Dunham.

Mr. Dunham "I think I am going to resign this board right now" and then voiced his concern to the matter being discussed regarding the Conflict of Interest.

**Motion** made by Mr. Parent to continue with the meeting with the missing of a Select Board member, **Second** by Mrs. Woodsum. **Vote** 4-0 in favor.

- Mr. Bourgoine would like to see that all Select Board members have input on what is placed on the Select Board meeting agendas.

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**Motion** made by Mrs. Woodsum to adjourn the meeting at 9:00 pm, **second** by Mrs. Sammons. **Vote** 4-0 in favor.

*Minutes recorded by Kristin Parks, Board Secretary*

DRAFT

# **COMMUNICATIONS**

- SELECT BOARD**
- TOWN MANAGER**
- BOARDS & COMMITTEES**
- PUBLIC COMMUNICATIONS**





## Readfield Aging Community Survey

### Introduction

The Town of Readfield wants to make our community a better place for older residents to live. We need your help. This survey is designed to get feedback from Readfield residents age 55 and older about the issues involved in aging in Readfield. Your responses will help the Town know what actions to take in the future to make the quality of life better for older residents.

Please complete the survey only for yourself. If you are a caregiver, assist that person in answering directly. All responses are anonymous.

If you can, fill out the survey on line at <https://www.surveymonkey.com/r/ReadfieldElderly>.

Online responses are easier for us to summarize. Otherwise, please fill out a paper copy, and drop off the survey in the box at the front desk of the Readfield Town Office during regular business hours. You may also mail it to the Town Manager, Readfield Town Office, 8 Old Kents Hill Road, Readfield, ME 04355 by October 14, 2016. If you would like to be entered into the raffle for one of four \$25 gift cards, please give us your name and phone number at the end of this survey.

The results of this survey will be available at the town office in November, 2016. There will be a public meeting to discuss the results and to get ideas about how Readfield can respond. Thank you again for your help.

1. Aging in place is the ability to live in one's own home and community safely, independently and comfortably, regardless of age, income or ability level.

Generally, how would you rate Readfield as a place for older residents to age in place?

☐ Excellent ☐ Good ☐ Fair ☐ Poor ☐ Don't know/No opinion

Comment

2. What best describes your car driving situation

- ☐ I don't ever drive
- ☐ I drive only when there is no other person available to drive me
- ☐ I drive only in the right conditions – not raining or snowing, not at night
- ☐ I have no trouble driving anytime
- ☐ Other (please specify)

3. If you rely on others to drive you, how often do you find yourself unable to go anywhere you'd like to go?

- |  |                                      |
|--|--------------------------------------|
| <input type="radio"/> Every week         | <input type="radio"/> Never          |
| <input type="radio"/> Once a month or so | <input type="radio"/> Not applicable |
| <input type="radio"/> Seldom             |                                      |

4. How important is it to you that the Town of Readfield do the following:

	Very important	Somewhat important	Not at all important	No opinion
Provide driver ed refresher courses	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Recruit and coordinate a system of volunteer drivers	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Provide road experience for seniors	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

Other (please specify)

5. What type of housing do you live in now, and where would you prefer to live in the future?

	Where I live now	Where I'd like to live in the future
Single family home	<input type="checkbox"/>	<input type="checkbox"/>
Mobile/manufactured home	<input type="checkbox"/>	<input type="checkbox"/>
Apartment	<input type="checkbox"/>	<input type="checkbox"/>
Condominium	<input type="checkbox"/>	<input type="checkbox"/>
Affordable senior housing	<input type="checkbox"/>	<input type="checkbox"/>
In-law apartment	<input type="checkbox"/>	<input type="checkbox"/>
Don't know	<input type="checkbox"/>	<input type="checkbox"/>

Comment

6. Here are some statements about your housing situation - indicate whether you agree or disagree.

	Strongly agree	Agree	Disagree	Not applicable/no opinion
My housing is in poor condition and needs to be fixed up.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
My housing is not energy-efficient -- heating is too expensive.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
My house is difficult for me to get around -- due to stairs, inaccessible bathroom, etc.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
My housing is hard for me to maintain -- there's too much to do.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
My housing is located in too remote a place - I'd rather be in-town.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
The property taxes on my house are difficult for me to afford.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
My housing is fine -- no big problems here.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

Comment

7. Please rate how important it is for Readfield to have:

	Very important	Somewhat important	Not at all important	No opinion
Home repair contractors who are trustworthy, do quality work and are affordable	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
A home repair service for low-income and older adults that helps with things like roof or window repairs	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Seasonal services for low-income and older adults for lawn work, screen and storm installation, and snow removal	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Housing options (i.e., retirement communities, assisted living, congregate housing) for people at all income levels	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

Comment

8. How safe do you feel in your current home?

Very safe	Somewhat safe	Not at all safe	Don't know/no opinion
<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

If you don't feel safe, why not?

9. Would you prefer to stay in your current home in Readfield as long as possible?

- ☐ Yes
- ☐ No – plan to move to more appropriate housing when I can
- ☐ Not sure – depends on many things
- ☐ Don't know/no opinion

10. What activities in Readfield do you currently participate in -- or would like to in the future? (check all that apply)

	Currently involved	Would like to be involved in the future	Not interested	Don't know/need more information
Senior Cafe	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Guys and Gals	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Cohen Center (Spectrum Generations)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Church activities	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Library book club	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Community/adult ed courses	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Town boards and committees	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Volunteer work	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

Other activity or general comment

11. How often do you spend time with your friends, family, or neighbors in your community in person or by phone, mail, email, or social media? (only check one box)

- |   |                                    |
|---|------------------------------------|
| <input type="radio"/> At least once per day           | <input type="radio"/> Infrequently |
| <input type="radio"/> At least a few times a week     | <input type="radio"/> Never        |
| <input type="radio"/> At least once every week or two | <input type="radio"/> Don't know   |
| <input type="radio"/> Around once a month             |                                    |

Comment

12. How important to you is it that Readfield has

	Somewhat important	Very important	Don't know/no opinion	Not at all important
Sidewalks and trails	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Parks and recreation facilities that are appropriate for older residents	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Safe streets, intersections, and crosswalks for drivers, pedestrians, bicylists	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

Other

13. Overall, how would you rate the availability of social activities in Readfield?

☐ Very good ☐ Good ☐ Fair ☐ Poor ☐ Don't know

Comment

14. Do you currently volunteer -- a few examples: serving on a Town board, helping out at church, coaching, working with youth, or helping people do their taxes, etc.

☐ Yes ☐ No, but I would like to  
☐ No ☐ No opinion

If you would like to volunteer but are not doing so, what is preventing you?

15. If you volunteer or would like to volunteer, what skills can you offer -- and what would you like to do?

Skills to offer

Would like to do

16. Overall, how would you rate the availability of volunteer opportunities in Readfield?

☐ Very good

☐ Poor

☐ Good

☐ Don't know

☐ Fair

Comment

17. Where do you usually get information about Readfield programs and events? (check all that apply)

☐ Readfield Messenger

☐ Kennebec Journal

☐ The Advertiser

☐ Town of Readfield website

☐ Readfield Library

☐ Readfield or Maranacook schools

☐ Guys and Gals

☐ Facebook and other social media

☐ Bulletin boards around town

☐ Word of mouth (neighbors, friends and family)

☐ Don't get it from anywhere

☐ Other (please specify)



**18. Do you regularly look for information on the Internet?**

- ☐ No, I don't know how to use it
- ☐ No, it's too expensive, I can't afford it
- ☐ No, I prefer getting information other ways
- ☐ Yes, usually at home on my computer, pad, or smart phone
- ☐ Yes, usually on the computer at the library

Comment

**19. Overall, how would you rate the availability of information about programs and services in Readfield?**

- ☐ Very good ☐ Good ☐ Fair ☐ Poor ☐ Don't know

If fair or poor, what can be done to improve situation?

**20. Overall, how would you rate your health compared to most people your age?**

- ☐ Excellent ☐ Very good ☐ Good ☐ Fair ☐ Poor ☐ Don't know

Comment

**21. Are you a primary caregiver for someone who needs care? (check all that apply)**

- |                                      |                                     |
|--------------------------------------|-------------------------------------|
| <input type="checkbox"/> Grandparent | <input type="checkbox"/> Sibling    |
| <input type="checkbox"/> Parent      | <input type="checkbox"/> Child      |
| <input type="checkbox"/> Spouse      | <input type="checkbox"/> Grandchild |

Other (please specify)

**22. Do you have adequate access to the following:**

	Yes	No	Not applicable/don't know
Health care services	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Medically necessary drugs	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Exercise	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Healthful food	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Clean water	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Heat	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Electricity	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Telephone	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Health and wellness classes	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
In-home services like personal care	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

Other

**23. How often do you use the Readfield Community Library?**

- |  |   |
|--|---|
| <input type="radio"/> Frequently (once every week or two)  | <input type="radio"/> Never (less than once a year) |
| <input type="radio"/> Regularly (once every month or two)  | <input type="radio"/> Seasonally                    |
| <input type="radio"/> Occasionally (once every 3-5 months) | <input type="radio"/> Don't know                    |
| <input type="radio"/> Infrequently (once or twice a year)  |   |

24. Which of the following services at the Readfield Community Library do you know about and use? (check all that apply.)

	I use this program	I know of it, do not use it	I didn't know, interested in learning more	Don't know, not interested
Regular print books	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Large print books	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Audio books (on CD)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
E books and downloadable audiobooks	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Inter-Library loans	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Magazines	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Movies	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Public computers/Wi-Fi	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Technology help	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Volunteering	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Book groups	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Ancestry (Genealogy software)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

Other (please specify)

25. What types of new books, programs and services would you like to see offered at the Readfield Community Library?

26. What neighborhood or area do you live in?

- ☐ Readfield Depot ☐ Kent's Hill
- ☐ East Readfield ☐ On a lake
- ☐ Readfield Village/Four Corners ☐ Other - rural Readfield
- ☐ Not sure -- (please specify or indicate street/road name)

27. How many people are there in your household?

- ☐ Live alone ☐ Live with 2 or more other people
- ☐ Live with 1 other person ☐ Prefer not to answer

28. What is your age?

- ☐ 55-59 ☐ 70-74 ☐ 85 years and over
- ☐ 60-64 ☐ 75-79 ☐ Prefer not to answer
- ☐ 65-69 ☐ 80-84

29. What is your gender identity?

- ☐ Male ☐ Other
- ☐ Female ☐ Prefer not to answer

30. What range best describes your annual household income?

- ☐ Less than \$19,999 ☐ \$60,000 to \$79,999 ☐ Prefer not to answer
- ☐ \$20,000 to \$39,999 ☐ \$80,000 to \$99,999
- ☐ \$40,000 to \$59,999 ☐ \$100,000 or more

31. How long have you lived in Readfield?

- ☐ All my life -- I was born here ☐ I've lived here 5 to 9 years
- ☐ All or most of my adult life -- 25 years or more ☐ I've lived here less than 5 years
- ☐ I've lived here 10 to 24 years

32. Are you a year-round or seasonal resident of Readfield?

☐ Year-round ☐ Seasonal

☐ Comment

33. Is there anything else you would like to tell us about aging in place in Readfield?

34. Would you like to be put on a mailing list for future reports and meetings of the Readfield Age Friendly Committee, and also to be entered into the raffle for one of four \$25 gift certificates? If yes, please provide information below.

Name

Phone number

Email address

***Cemetery Committee Meeting***

***June 20, 2016***

***Approved August 15, 2016***

**Members Present:** Marianne Perry, Pam Osborn, Deb Doten, Lydia Adelson, Andy Tolman, Sandra Rourke, Grace Keene

**Members Absent:** Brenda Lake, John Moran

**Members of the Public:** Chris Sammons, Rhonda Luce

**Staff:** Anna Carll, Eric Dyer

Meeting came to order at 9:35 am in the Town Office.

The May 2, 2016 meeting minutes were reviewed. Motion made by Marianne Perry to accept the minutes. Second by Andy Tolman. 7 – 0 Approved

**Standards of Conduct for Public Meetings:** This document was approved by the Select Board as a code of conduct for meetings (Attachment 1) and was distributed to all members today.

**Secret Ballot Town Meeting:** Readfield voters approved the 2016-2017 budget on June 25, 2016.

**Town Manager Update**

- Anna Carll was introduced as the new Sexton. The maintenance and administrative responsibilities of the Sexton are part of a full-time maintenance position. Other maintenance staff will be trained for cemetery maintenance so that there is consistency in the event of a staff absence.
- The East Readfield pump needs to be fixed. This a deep- well Bisson hand pump made in Houlton, Maine. A call to the company may be able to provide advice as to how to fix the problem.
- Water is needed for the berms. All will pitch in to assure the berms receive the necessary water during this dry spell.
- The limb hanging at the Whittier Cemetery still needs to be removed. This must be done by an arborist and has been an ongoing issue that should be addressed very soon. Additionally, last year the Town's forester looked at this big maple tree and felt it could be preserved by drawing a cable around it. This is an acceptable solution to the sensitive family ties that are associated with this tree.

**Sexton Report**

- Welcome to Anna Carll! Already her enthusiasm about Readfield's cemeteries is appreciated!

- Hanging limbs of trees have been cleaned up in the Readfield Corner and East Readfield Cemeteries.
- Mowing is going well in all cemeteries.
- There is a diverse selection of equipment for lawn maintenance which accommodates the varied tasks involved with all Town properties including the cemeteries.
- Many stones are in need of repair. Until there is consultation with experts in the field of stone preservation they should be left alone. The prior Sexton had a list of stones in need of repair.
- There will be gravel brought in to improve one of the roads in the older section of the Readfield Corner cemetery.
- The Sexton will be attending the Maine Old Cemetery Association's August workshop on stone repair.
- Many thanks to Karen Peterson for training and support provided to the new Sexton.
- Members of the Cemetery Committee are here to support the Sexton! Perhaps we should have a "get to know each other" get together to share our thoughts, ideas, and plans in the near future.

#### **East Readfield Cemetery**

Rhonda Luce has strong family ties to this cemetery and she would like to be an active volunteer. Some things that she would like to work on include planting and donating shrubs for the berms and weed whacking the rough on the Route 17 side of the cemetery. The Cemetery Committee thanks her for her attendance, guidance and volunteerism!

June 29<sup>th</sup> was scheduled as a volunteer work date.

A list of suggested varieties of shrubs and trees for the berms will be developed.

#### **Thank you!**

The Cemetery Committee thanks Lydia Adelson for her service. She has chosen not to be reappointed but will remain as an active volunteer.

**Next Meeting:** August 15, 2016 at 9:30 am at the Town Office

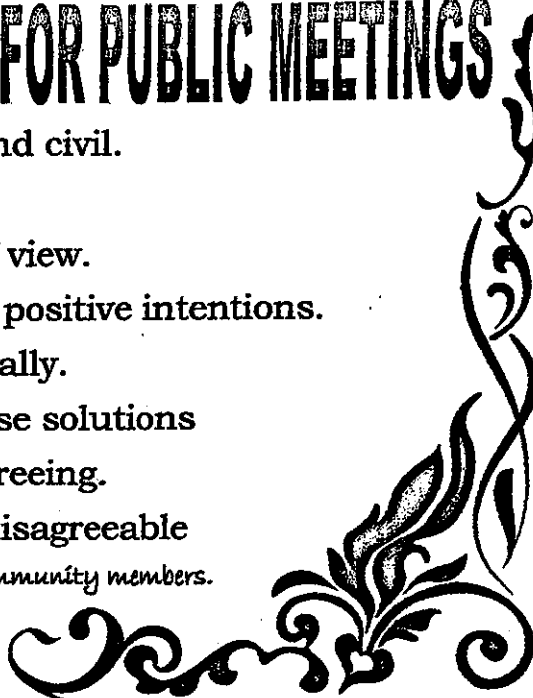
**Meeting ended at 10:50 am.**

Attachment 1

# STANDARDS OF CONDUCT FOR PUBLIC MEETINGS

- . Be courteous, patient, and civil.
- . Keep emotions in check.
- . Respect others' points of view.
- . Assume opponents have positive intentions.
- . Don't take things personally.
- . Identify problems, propose solutions
- . Understand before disagreeing.
- . Disagree without being disagreeable

*Remember we are all neighbors and community members.*





**APPOINTMENTS**  
**REAPPOINTMENTS &**  
**RESIGNATIONS**

August 11, 2016

Readfield Board of Selectmen  
August 22, 2016  
Item # 17-042

Larry Perkins  
Road Committee Chair

Dear Larry,

After living in the town for over 50 years, I finally found the time to be able to give to the community by serving on a board. When I decided this, I didn't realize that this would affect myself or my son being able to work for the town moving forward.

Now it seems that my serving on the road committee has not been seen as an asset to the community but become political and personal by some that are holding vendettas and that is not in the best interest of the town of Readfield.

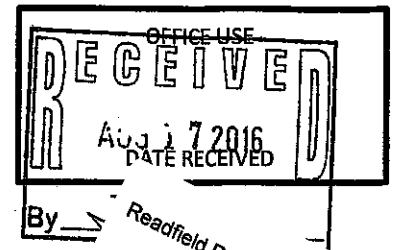
Perhaps if I had known that my experience in construction work would not benefit the road committee, I would not have applied. The town clearly doesn't wish to keep local tax dollars within town and work with the locals.

In the best interest of myself, I find that I need to regretfully resign immediately from this committee today.

*Linwood W Reay Jr.*  
Linwood W Reay Jr.

Received 11:20 AM  
11 August 16  
*L. Perkins*

**TOWN OF READFIELD**  
**APPOINTMENT APPLICATION**



The Select Board shall not discriminate against an applicant based on religion, age, sex, marital status, ancestry, national origin, sexual orientation or physical or mental disabilities. The Select Board may exclude from consideration any applicant with physical or mental disabilities only when the physical or mental handicap would prevent the applicant from performing the duties of the appointment and reasonable accommodation cannot be made.

The Select Board shall have final authority over the appointment of citizens to Boards, Committees and Commissions that are instruments of Town Government. The Select Board shall not appoint an applicant to a position for which the applicant will likely have a frequent or recurring conflict of interest.

**Which Board, Committee or Commission**

**are you applying for?**

Road Committee

**Term:**

**Do you have previous experience on this board or committee?**

☒ **Yes**

☐ **No**

**Name:** Peter P Davis

**Phone (H):** 685-3536

**Street address:** 208 Fogg Rd

**Phone (C):** 242-0594

**Mailing address:** same

**E-Mail:** MEVETPETE@GMAIL.COM

**Below please tell us of any experience and/or training that might be useful in this position.**

Former Road Committee member and Chair  
Former Budget Committee member and current member  
Former Select Board member (1 yr)

**Below please tell us the reason you are interested in applying for this position.**

Enjoyed the committee and take pride  
in the way our roads are kept

**If you are currently employed, what is your position?**

Veterinarian

**APPLICATION FOR APPOINTMENT FOR:**

Name: Peter P. Davis Position: Road Committee Term: 2 or 3 yr

"By signing this application for this position the Applicant understands and agrees that the information contained in this application is required by law to be available for public viewing and agrees to hold the Town of Readfield harmless from any misuse of the application information by anyone viewing it. As a member of this board, committee or commission

Check one!

- ☒ I approve the use of my e-mail and phone numbers on the Town's public sites and publications.  
☐ I DO NOT approve the use of my e-mail and phone numbers on any of the Town's public sites or publications.

Name: \_\_\_\_\_ Date: 8/17/16

**CLERK'S USE BEFORE THE APPOINTMENT**

This is a Consecutive Re-Appointment ☐ Yes ☒ No Previous term 7-30-12/6-30-15

Was this position advertised? ☒ Yes ☐ No If no, please explain: \_\_\_\_\_

Confirmation from Applicant of attendance at Select Board Meeting if required. ☐ Yes ☐ No

Confirmed meeting date: \_\_\_\_\_, 20\_\_\_\_

**SELECT BOARD APPROVAL**

To \_\_\_\_\_ of Readfield, in the County of Kennebec and State of Maine: There being a position on the \_\_\_\_\_ we the Select Board of the Municipality of Readfield do, in accordance with the provisions of the laws of the State of Maine, hereby appoint you to said position within and for the Municipality of Readfield, such appointment to be effective:

\_\_\_\_\_ thru \_\_\_\_\_. Given under our hand this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

\_\_\_\_\_  
Bruce Bourgoine

\_\_\_\_\_  
Thomas Dunham

\_\_\_\_\_  
John Parent

\_\_\_\_\_  
Christine Sammons

\_\_\_\_\_  
Kathryn Mills Woodsum

**CLERK'S USE AFTER THE APPOINTMENT**

Chair has been notified of appointment? ☐ Yes ☐ No If yes, what date: \_\_\_\_\_

Is an Oath appropriate: ☐ Yes ☐ No If yes, what date: \_\_\_\_\_

**TOWN OF READFIELD**  
**APPOINTMENT APPLICATION**

R	OFFICE USE	D
	AUG 11 2016	
	DATE RECEIVED	
By <u>T. Linton</u>		

The Select Board shall not discriminate against an applicant based on religion, age, sex, marital status, race color, ancestry, national origin, sexual orientation or physical or mental disabilities. The Select Board may exclude from consideration any applicant with physical or mental disabilities only when the physical or mental handicap would prevent the applicant from performing the duties of the appointment and reasonable accommodation cannot be made.

The Select Board shall have final authority over the appointment of citizens to Boards, Committees and Commissions that are instruments of Town Government. The Select Board shall not appoint an applicant to a position for which the applicant will likely have a frequent or recurring conflict of interest.

**Which Board, Committee or Commission**

**are you applying for?**

ROAD

**Term:**

**Do you have previous experience on this board or committee?**



**Yes**



**No**

**Name:** DAVID LINTON

**Phone (H):** (207) 441-7394

**Street address:** 244 OKH ROAD

**Phone (C):** \_\_\_\_\_

**Mailing address:** P.O. BOX 372 READFIELD

**E-Mail:** ATLTREE@gmail.com

**Below please tell us of any experience and/or training that might be useful in this position.**

RE APP: REFER TO PREVIOUS APP

**Below please tell us the reason you are interested in applying for this position.**

**If you are currently employed, what is your position?**

**Name:** DAVID L

**Term:**

Left message on cell 8-16-16 to come sign, again on 8-17-16

**I approve the use of my e-mail and phone numbers on the Town's public sites and publications.**

**I DO NOT approve the use of my e-mail and phone numbers on any of the Town's public sites or publications.**

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

10-19-15/6-30-16

**Yes**

**No.** (did not re-apply immediately and position has been advertised)

**Yes**

**No**

**If no, please explain:**

**Yes**

**No**

**Confirmed meeting date:** \_\_\_\_\_, 20\_\_

To David Linton of Readfield, in the County of Kennebec and State of Maine: There being a position on the Road Committee we the Select Board of the Municipality of Readfield do, in accordance with the provisions of the laws of the State of Maine, hereby appoint you to said position within and for the Municipality of Readfield, such appointment to be effective:

thru . Given under our hand this  day of  20\_\_.

## John Parent

## Kathryn Mills Woodsum

**Chair has been notified of appointment?**

**Yes**

**No**

**If yes, what date:**

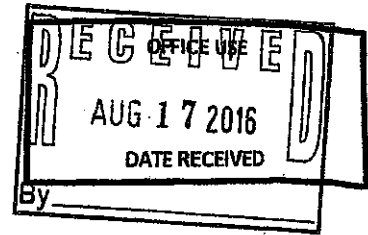
**Is an Oath appropriate:**

**Yes**

No

**If yes, what date**

**TOWN OF READFIELD**  
**APPOINTMENT APPLICATION**



The Select Board shall not discriminate against an applicant based on religion, age, sex, marital status, race color, ancestry, national origin, sexual orientation or physical or mental disabilities. The Select Board may exclude from consideration any applicant with physical or mental disabilities only when the physical or mental handicap would prevent the applicant from performing the duties of the appointment and reasonable accommodation cannot be made.

The Select Board shall have final authority over the appointment of citizens to Boards, Committees and Commissions that are instruments of Town Government. The Select Board shall not appoint an applicant to a position for which the applicant will likely have a frequent or recurring conflict of interest.

**Which Board, Committee or Commission**

are you applying for?

Road Committee

Term:

3 years

Do you have previous experience on this board or committee?

☐

Yes

☒

No

Name: Dana M. Therrien

Phone (H): \_\_\_\_\_

Street address: 24 Hunts Lane

Phone (C): \_\_\_\_\_

Mailing address: (same)

E-Mail: therrien.dana@gmail.com

Below please tell us of any experience and/or training that might be useful in this position.

Twenty six years of for profit and non-profit budgeting experience for multi-year multi-billion dollar companies. Invested in, restructured, and sold a multimillion dollar property and banking lot maintenance company.

Below please tell us the reason you are interested in applying for this position.

Restore trust, ethics and integrity to Readfield Road Committee after the resolution of a controversial potential bid violation

If you are currently employed, what is your position?

Consultant

## APPLICATION FOR APPOINTMENT FOR:

Name:

Dana Therrien

Position:

Road Comm. Hdr

Term:

3 year

"By signing this application for this position the Applicant understands and agrees that the information contained in this application is required by law to be available for public viewing and agrees to hold the Town of Readfield harmless from any misuse of the application information by anyone viewing it. As a member of this board, committee or commission

Check one!

☐

I approve the use of my e-mail and phone numbers on the Town's public sites and publications.

☒

I DO NOT approve the use of my e-mail and phone numbers on any of the Town's public sites or publications.

Name:

Dana M. Therrien

Date:

8/17/16

### CLERK'S USE BEFORE THE APPOINTMENT

This is a Consecutive Re-Appointment

☐

Yes

☒

No

Was this position advertised?

☒

Yes

☐

No

If no, please explain: \_\_\_\_\_

Confirmation from Applicant of attendance at Select Board Meeting if required.

☒

Yes

☐

No

Confirmed meeting date:

August 22, 2016

### SELECT BOARD APPROVAL

To Dana Therrien of Readfield, in the County of Kennebec and State of Maine: There being a position on the Road Committee we the Select Board of the Municipality of Readfield do, in accordance with the provisions of the laws of the State of Maine, hereby appoint you to said position within and for the Municipality of Readfield, such appointment to be effective:

thru

Given under our hand this

day of

20\_\_.

Bruce Bourgoine

Thomas Dunham

John Parent

Christine Sammons

Kathryn Mills Woodsum

### CLERK'S USE AFTER THE APPOINTMENT

Chair has been notified of appointment?

☐

Yes

☐

No

If yes, what date:

Is an Oath appropriate:

☐

Yes

☐

No

If yes, what date



See back page for  
board and committee  
openings!

TOWN OF READFIELD

## APPOINTMENT APPLICATION

Readfield Board of Selectmen  
August 22, 2016  
Item # 17-044

19

OFFICE USE

AUG 08 2016

DATE RECEIVED

By \_\_\_\_\_

The Select Board shall not discriminate against an applicant based on religion, age, sex, marital status, race color, ancestry, national origin, sexual orientation or physical or mental disabilities. The Select Board may exclude from consideration any applicant with physical or mental disabilities only when the physical or mental handicap would prevent the applicant from performing the duties of the appointment and reasonable accommodation cannot be made.

The Select Board shall have final authority over the appointment of citizens to Boards, Committees and Commissions that are instruments of Town Government. The Select Board shall not appoint an applicant to a position for which the applicant will likely have a frequent or recurring conflict of interest.

Please check one:



NON-CONSECUTIVE  
re-appointment

Which Board, Committee or Commission

are you applying for?

SWRC

Term:

Name: BILL DRAKE Phone (H): 185-4662

Street address: 34 Church Rd Phone (C): \_\_\_\_\_

Mailing address: same

E-Mail: dracotst@gmail.com

Below please tell us of any experience and/or training that might be useful in this position.

Prior SWRC service

Below please tell us the reason you are interested in applying for this position.

improve efficiency

If you are currently employed, what is your position?



# **NEW BUSINESS**



Readfield Board of Selectmen  
August 22, 2016  
Item # 17-045

## TOWN OF READFIELD

8 OLD KENTS HILL ROAD • READFIELD, MAINE 04355

Tel. (207) 685-4939 • Fax (207) 685-3420

Email: [Readfield@roadrunner.com](mailto:Readfield@roadrunner.com)

### MEMO

To: Readfield Select Board  
From: Eric Dyer, Town Manager & Road Commissioner  
Date: August 17, 2016  
Subject: 2016 Snow and Ice Control Contract Bid Comparison

#### Introduction:

This memo is intended to provide a detailed comparison of the bids submitted by Cushing Construction and McGee Construction for the 2016 Snow and Ice Control Contract. The paragraphs below focus on the financial differences of the contracts and are followed by a comparison of the bid documents. Some estimation was required.

#### Standard Base Bid:

Items 1, 2, and an extension of Item 4 of the bid make up what I consider to be the base bid - the labor, equipment, and materials to perform the work identified in the contract. Items 1 and 2 are lump sum, while Item 4 is a per ton price for de-icing salt. The contract provides an estimate of 5 tons of straight de-icing salt per mile of road per season, which results in an estimated tonnage of 172.5. This tonnage results in an extended Item 4 price of \$14,123 for Cushing and \$16,388 for McGee. When Items 1, 2, and 4(extended) are added together they give a total "base price" of \$260,123 for Cushing and \$264,888 for McGee.

#### No-Salt Base Bid:

The Town of Readfield can purchase de-icing salt and have it delivered for \$59.48, which is well below the cost of either bidder. This is a savings that can easily be passed on to Readfield taxpayers without significant impacts on the successful bidder. However, it does complicate the comparison of bids to some extent. We need to back out the cost of the de-icing salt from the mixed salt and sand called for in Item 2.

We have a specified ration of 15:1 for the 4,000 yards of mixed material requested to initiate the contract. This volume ratio establishes 1/16 of the total yardage as being salt, or 250 yards. Using a figure of 2,160 pounds per yard for de-icing salt means we are dealing with about 270 tons of salt in the salted sand mix.

By taking the cost provided for de-icing salt by each contractor in Item 4, multiplying it by 270, and then subtracting that number from their 4,000 yard base cost in Item 2, we get estimated adjusted material prices for the two contractors of \$36,451 for Cushing and \$45,850 for McGee when salt is not provided by the contractor. In other words, the adjusted price would include only sand and the labor for mixing and stocking the material. This is an approximation. The per yard cost for sand and mixing, for reference, is estimated at \$9.72 and \$12.22 respectively.

When added to their labor and equipment costs identified in Item 1 we get estimated no-salt base prices of \$223,931 for Cushing and \$222,850 for McGee, less than ½ of 1% difference. As a side note, the savings realized if the Town purchases the salt for the contract work based on the bids received are estimated to be between \$10,000 and \$15,000 annually under normal conditions.

#### Contingencies - Bid Items 3 and 5:

Bid Items 3 and 5 (and 4 if the contractor provides de-icing salt) can be considered contingencies in the event of a particularly heavy winter or an event where the Town is unable to provide our usual basic maintenance services. Cushing bid consistently lower than McGee for these items. In absolute terms if the Town were to go over on salted sand by 500 yards (in considering the base bids) the price difference between the two bids would disappear. However, it needs to be noted that the contract structure calls for unused material in lighter years to be carried forward to the next year. The Town is also fully staffed and has much better equipment than in years past. Contingencies are minimized and their financial impacts are quite uncertain.

#### Bid Document Comparison:

**2016 Snow and Ice Control Contract Bid Document Comparison**

	<b>Cushing Construction</b>	<b>McGee Construction</b>
<b>Mandatory pre-bid meeting</b>	Attended	Attended
<b>Instructions to Bidders</b>	Followed with the exception of missing company name on envelope	Followed
<b>Bidder information</b>	Missing corporate status - later reported as LLC	Complete
<b>ITEM 1</b>	\$ 187,480.00	\$ 177,000.00
<b>ITEM 2</b>	\$ 58,520.00	\$ 71,500.00
<b>ITEM 3</b>	\$ 15.00	\$ 25.00
<b>ITEM 4</b>	\$ 81.87	\$ 95.00
<b>ITEM 5 - A</b>	\$ 70.00	\$ 75.00
<b>ITEM 5 - B</b>	\$ 70.00	\$ 75.00
<b>ITEM 5 - C</b>	\$ 70.00	\$ 75.00
<b>ITEM 5 - D</b>	\$ 70.00	\$ 75.00
<b>ITEM 5 - E</b>	\$ 36.00	\$ 42.00
<b>Bid signature page</b>	Complete	Complete
<b>Bid Guaranty letter</b>	Letter of Credit for \$204,800 + email statement from Androskoggin Bank	Guaranty letter provided
<b>Contract initials and dates</b>	Yes	Yes
<b>Appendix A</b>	Owens some minimum mandatory equipment, needs to lease or purchase 3 24,000+ gvw trucks with plows and sanders	Owens all minimum mandatory equipment
<b>Appendix B</b>	Wheeler, loader, plus intent to lease or purchase more	Multiple pieces of back-up equipment
<b>Corporate experience</b>	Extensive, regional, Readfield	Extensive, regional, Readfield
<b>Personnel experience</b>	Significant (82+ years for 5 staff)	Significant (80+ years for 6 staff)
<b>References provided</b>	Yes	Yes
<b>Other</b>	Included insurance certificate	
<b>Other</b>	Requests for further discussion	

Cushing

**TOWN OF READFIELD, MAINE**  
**Bidding & Contracting Requirements for Snow & Ice Control Contract**  
Contract Term: October 1, 2016 through May 1, 2020

**BIDDING INSTRUCTIONS**

1. Complete the bid forms with pen and ink or typed.
2. The following are to be completed and returned with the bid:
  - a. The completed and signed Bid for Snow and Ice Control Contract
  - b. Three (3) copies of the completed and signed Snow and Ice Control Contract
  - c. Bid Bond Guaranty letter for the Four years of the contract

3. For security and other reasons, all Bid Packages which are mailed must be sent to:  
Town Manager, Town of Readfield,  
8 Old Kents Hill Road, Readfield, ME 04355,  
and shall be provided in double (one envelope inside the other) envelopes.

The *Inner Envelope* shall have the following information provided on it:

Bid Enclosed - Do Not Open

Project: Snow & Ice Control Contract

Town: Readfield

Date of Bid Opening: 3:00 p.m. August 11, 2016, Gile Hall

Name of Contractor with mailing address and telephone number

In Addition to the usual address information, the *Outer Envelope* should have written or typed on it:

Double Envelope: Bid Enclosed

Project: Snow & Ice Control Contract

Town: Readfield

Date of Bid Opening: 3:00 p.m. August 11, 2016, Gile Hall

Name of Contractor:

Hand-carried Bids may be in one envelope, and should be marked with the following information:

Bid Enclosed: Do Not Open

Project: Snow & Ice Control Contract

Town: Readfield

Date of Bid Opening: 3:00 p.m. August 11, 2016, Gile Hall

Name of Contractor:

4. There will be a *Mandatory* pre-bid meeting for all bidders at 10:00am on Thursday, July 28, 2016 at the Readfield Town Office. Bids submitted by bidders not in attendance at this meeting will be considered nonresponsive.

## IMPORTANT NOTES TO BIDDERS

1. Regardless of the method of delivery, the contractor shall bear total responsibility for assuring that bid documents are received by the specified deadline.
2. Bids received after the specified deadline will be considered "Non-responsive" and will not be opened or read.
3. Bids which are not sealed, or are deemed incomplete or non-responsive will be rejected.
4. The Town reserves the right to reject any and all bids or portions thereof.
5. The Town will consider awarding a contract to the lowest priced, responsive and responsible bid.
6. Use the enclosed form for any requests of information prior to Bid opening.

**Town of Readfield, Maine Contract for Services**

**REQUEST FOR INFORMATION**

Date \_\_\_\_\_ Time \_\_\_\_\_

**Information Requested: Contract or Services being considered:**

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**Request by:** \_\_\_\_\_ **Phone:** ( \_\_\_\_\_ ) \_\_\_\_\_

**Bid Date:** \_\_\_\_\_ **Fax:** ( \_\_\_\_\_ ) \_\_\_\_\_

**Complete top portion of form and transmit to the Town Office via fax at (207) 685-3420 or email to [readfield.tmgr@roadrunner.com](mailto:readfield.tmgr@roadrunner.com)**

.....

**RFI No:** \_\_\_\_\_ **RFI received:** \_\_\_\_\_

**Response:** \_\_\_\_\_

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**Response By:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**\*\*\* End Bidding & Contracting Requirements for Snow & Ice Control Contract \*\*\***



**TOWN OF READFIELD, MAINE**  
**Bid for Snow & Ice Control Contract**  
Contract Term: October 1, 2016 through May 1, 2020

TO: Town of Readfield  
ATTN.:  
Town Manager 8 Old  
Kents Hill Road  
Readfield, ME 04355

**BIDDER INFORMATION:**

Date: Aug 11<sup>th</sup> 2016

**Bidder:**

<u>Cushing Construction LLC</u>	<u>John Cushing</u>
Bidder Name	Bidder Contact Person
<u>P.O. Box 171</u>	<u>207-242-8075 / 685-7328</u>
Bidder Street Address or P.O. Box	Bidder Telephone Number
<u>Readfield, ME 04355</u>	<u>47-4575342</u>
Bidder City, State, ZIP	Bidder Tax I.D. # (Employer # or Soc. Sec. #)
	<u>207-242-8075</u>
Bidder Primary Radio Frequency	and/or Bidder Field Cell Number

The Bidder is organized under the laws of the State of ✓ Maine        Other  
[check one]  
(State if Other:       ) as the following type of business organization:  
( ) individual ( ) corporation ( ) partnership ( ) limited liability company ( ) joint venture  
( ) other:       

Corporate Experience in Snow & Ice Control: *(please provide as attachment)*  
See attached

Personnel Experience in Snow & Ice Control: *(please provide as attachment)*  
See attached

CUSHING CONSTRUCTION LLC  
P.O. BOX 171  
READFIELD, ME 04355  
207-685-7328-OFFICE  
207-685-4742-FAX  
207-242-8075-CELL

RE: Snow and Ice Control Bid 2016-2010

Corporate Experience in Snow & Ice Control;

Plowed the Town of Readfield for 7 years  
Plow Maranacook High School currently and have for the past 13 years  
Private lots and roads in the Readfield area

Personal Experience in Snow & Ice Control

Plowed for the Maine Turnpike for 1 year

AL

8-11-2016

# BID FOR SNOW & ICE CONTROL CONTRACT FOR TOWN OF READFIELD ROADS:

The Bidder hereby offers to remove the snow, control ice, and perform all other work indicated in the Snow & Ice Control Contract (hereinafter "Contract") for the entire term of the Contract and in compliance with all the terms, conditions, and representations of the same on the entire lengths of all Town-owned and state-aid roads in the Town of Readfield. The Town reserves the right to accept or reject any of the following bid Items:

## ITEM 1:

The Bidder offers to provide all labor, equipment, and materials (exclusive of winter salt and sand), for the initial year of the contract, for the Base Lump Sum price of:

One Hundred Eighty Seven Thousand Four \$187,480<sup>00</sup>  
(lump sum price in words) Hundred and Eighty Dollars 0100 (lump sum price in numerals)

This price is the total price for the entire specified road lengths for the first year of the Contract.

## ITEM 2:

The Bidder offers to provide up to 4,000 yards of mixed winter salt and sand, for the initial year of the contract, for the Base Lump Sum price of:

Fifty Eight Thousand Five Hundred \$58,520<sup>00</sup>  
(lump sum price in words) Twenty Dollars 0100 (lump sum price in numerals)

## ITEM 3:

The Bidder offers to provide additional mixed winter salt and sand, for the initial year of the contract, for the per-yard unit price of:

Fifteen Dollars \$15<sup>00</sup>  
(unit price in words) 500 yd minimum (unit price in numerals)

## ITEM 4:

The Bidder offers to provide straight dry rock salt, for the initial year of the contract, for the per-ton unit price of:

Eighty One Dollars \$81<sup>87</sup>  
(unit price in words) (unit price in numerals)

## ITEM 5:

The Bidder offers to provide all labor and equipment to perform the work identified in Section 1, subsections A through D, and labor for subsection E, of this contract for the following hourly prices:

Section 1, subsection A:	\$ 70	Seventy Dollars 0100 -	Per Hour
Section 1, subsection B:	\$ 70	Seventy Dollars 0100 -	Per Hour
Section 1, subsection C:	\$ 70	Seventy Dollars 0100 -	Per Hour
Section 1, subsection D:	\$ 70	Seventy Dollars 0100 -	Per Hour
Section 1, subsection E:	\$ 36	Thirty Six Dollars 0100 -	Per Hour

The bidder acknowledges and accepts that all future contract payments will be adjusted according to the Consumer Price Index as detailed in Section 4 of this contract, unless otherwise negotiated under Section 18(e).

The Bidder further offers and agrees that the equipment described in APPENDIX A - MANDATORY EQUIPMENT will be available for this work, plus any additional equipment that may be necessary to perform this contract in an efficient and workmanlike manner. Mandatory equipment includes trucks, plows, some plows equipped with wings, and sanding equipment. A list of mandatory equipment is included in the contract.

The Bidder further offers and agrees that the equipment described in APPENDIX B - ADDITIONAL EQUIPMENT will be available for this work, plus any additional equipment that may be necessary to perform this contract in an efficient and workmanlike manner.

**Sand and Salt Storage:**

The sand and salt used in the course of performing the work required by this Contract will be stored at the Town's shed. This location is a site that is presently approved by the Maine D.E.P. This location does not have indoor storage for all sand and salt materials that could be required in any single season. Additional material will be purchased and placed in the shed as needed during the Contract. Applicable sand and salt required for the performance of this contract will be the sole responsibility of the Contractor to provide if Items 2,3, or 4 of the Bid for Snow & Ice Control Contract are accepted, otherwise it will be the responsibility of the Town. Winter salt and sand may not be used outside of the specified contract areas in the Town of Readfield. Any material remaining at the end of each season will be the property of the Town and may be applied toward the contracted materials amounts in the following year.

By signing below, the Bidder (1) represents that the Bidder has examined the "Snow & Ice Control Contract", all documents referenced in said Contract, and the specified roads referenced above such that the Bidder has sufficient knowledge to properly price the work, (2) represents that the Bidder has given the Town notice of any errors or ambiguities related to the documents or the work that have been discovered by the Bidder, and (3) agrees to all provisions, governing requirements and procedures applicable before execution of the Contract.

  
Authorized Signature of Bidder

8-11-2016  
Date

John P. Cushing, Owner  
Name & Title of Person Signing - Printed or Typed

47-4575342  
Federal Identification Number or Social Security Number

\*\*\* End Bid for Snow & Ice Control Contract \*\*\*

**TOWN OF READFIELD, MAINE**  
**SNOW & ICE CONTROL CONTRACT**  
**Contract Term: October 1, 2016 through May 1, 2020**

The Municipal Officers for the Town of Readfield herein referred to as "Town", as authorized by the Town Meeting, enter into this contract with Cushing Construction LLC of Readfield Maine, hereinafter referred to as the "Contractor" for the snow & ice control for the roads and other non-road areas hereinafter described and designated under the following terms:

In consideration of the mutual covenants herein, the parties agree as follows:

**1. Contract Services:**

The Contractor agrees to remove the snow (whether accumulating from snowfall or drifting), control ice, and perform all other work indicated in this Contract in compliance with all the terms, conditions, and representations of the same on the entire lengths of all municipally-owned and state-aid roads according to the following list and priorities as stated:

<b>ROAD NAME</b>	<b>MILEAGE</b>
Old Kents Hill Road	1.3
Giles Road	0.2
Mill Stream Road	0.25
Thundercastle Road	1.2
Sturtevant Hill Road	2.55
Russell Street	0.38
Huntoon Road ( no turn around )	0.21
Nickerson Hill Road	1.15
Morrill Road	0.2
Harmony Hills Road	0.325
P Ridge Road ( Includes 0.10 of Old County Road)	1.15
Lane Road	0.7
North Wayne Road	0.75
Church Road	2.15
Fogg Road	1.2
Walker Road	0.7
Sadie Dunn Road	0.4
Chase Road	1.05
Mooer Road	0.2
North Road	2.1
Sand/Salt Shed access road	0.25
Wings Mills Road	0.6
South Road	1.7
Tallwood Drive	0.6
Beaver Dam Road	1.0

Memorial Drive	0.25
Stanley Road ( RTE 135 South )	1.1
Adell Road	0.25
Luce Road	1.7
Plains Road	3.35
McKenney Road	0.2
Gay Road	0.5
Rat Mill Hill	0.3
Gordon Road ( RTE 135 North )	2.7
Scribner Hill Road	0.8
Belz Road	0.2
Lakeview Drive	0.3
Hunts Lane	0.13
Balsam Drive	0.39
<b>TOTAL MILES</b>	<b>34.49</b>

**TURN-AROUNDS: School bus (S)/Plow trucks (P)**

Entrance to Torsey Pond Road (S)  
 Chase Road by end of Town Road (S&P)  
 North Wayne Road (S&P)  
 Sturtevant Hill - Winthrop Town Line (S&P)  
 Wings Mills Road (P)  
 Church Road - Mount Vernon Line (S&P)  
 Tallwood Drive (S&P)  
 Mill Stream Road (P)  
 McKenney Road (P)  
 Luce Road (S)  
 Gay Road (S)  
 Gile Road (P) (to be constructed in 2016)

In the event the Town's Maintenance Worker is unable to perform the following tasks due to absence or equipment breakdown, the Town will pay the Contractor a separate hourly fee for equipment and personnel to remove the snow (whether accumulating from snowfall or drifting), control ice, and perform all other work indicated in this Contract in compliance with all the terms, conditions and representations of the same on the Town properties listed below:

A. Town Office parking lot and walkway (to be completed prior to scheduled office opening each work day, and maintained during storms while office remains open).

B. Library driveway and parking lot (to be completed prior to Library open hours, and maintained during storms while Library remains open).

- C. Fire Station access and parking spaces (to be maintained throughout storms).
- D. Conservation area parking lots: Fairgrounds, Torsey Nature Preserve, Fogg Farm (to be completed within day after storm).
- E. Sidewalk along Main Street (to be completed within day after storm) using Town Equipment.

The Road Commissioner will provide specific guidance on the dimensions of these areas as needed.

## **2. Term of Contract.**

The term of the contract is for four (4) years, covering the Winter Season from October 1 to May 1 of each year (hereinafter "Winter Season"), beginning on October 1, 2016 and ending on May 1, 2020. The Town may choose to extend this Contract for an additional year according to the provided bid under all of the terms of this Contract. The Town must notify the Contractor in writing by March 1, 2020 if the Town would prefer to extend the Contract for the fifth additional Winter Season.

## **3. Bonds and Insurance.**

The Contractor shall provide either an Irrevocable Letter of Credit or a Performance Bond (at the Town's discretion, and bids should reflect the possibly different cost of both options) and insurance certificates conforming to this Contract by October 1 of each contract year. Each Winter Season's initial payment will be contingent upon the Town having this information on file. A Bid Guaranty letter is required, covering the full four years of the contract. The Letter of Credit or a Performance Bond will be necessary and such bonds shall set reasonable standards to ensure the best interest of the Town.

## **4. Price and Payment.**

The Town agrees to pay the Contractor in the year 2016-2017 according to the Items identified and accepted by the Select Board in the Bid for Snow and Ice Control Contract.

Costs for the subsequent years of the contract including the optional fifth year shall be adjusted according to the Consumer Price Index (CPI) for the 12 month period preceding the November payment of each year of the contract, from October through September. CPI data representing inflation shall be reported for the Northeast Region from the US Bureau of Labor Statistics. The inflation rate will be reported as a percentage and carried to three decimal places.

Each Winter Season's total payment shall be made in eight installments as specified below:

- Twenty percent (20%) by the first regular Town Warrant in November.
- Seventy percent (70%) in six (6) equal installments payable by the second Warrant in November and the first Warrants in December, January, February, March and April.
- Ten percent (10%) by the first Warrant in May, after all required work is completed and the Road Commissioner has determined that all provisions of the contract have been satisfied.

#### **5. Contract.**

This Contract may be amended, modified, or supplemented in writing only with permission of the Select Board.

#### **6. Town's Representative.**

The Town's representative shall be the Road Commissioner and his/her designee, as approved by the Select Board. For this contract, the Road Commissioner is the Town Manager, who may be contacted at the Town Office at 685-4939 during normal working hours, or by cell phone at 242-5437. Additionally, the Town Manager will carry a radio with the same frequency as the Contractor to use when needed.

#### **7. Work Standards.**

(a) The Contractor shall commence plowing and material application operations no later than when snow on the pavement has reached a depth of one inch if the snow is wet and two inches if dry, or within 30 minutes of a snow or icing event or within 30 minutes of a call from the Road Commissioner. Operations will continue until the roads are cleared of snow to the outside shoulders. Sanding will continue as long as roads are slippery. During severe storms or drifting, plows will be operated so as to maintain two-way traffic. Immediately after the extreme conditions have subsided snow will be removed to the outside of the shoulders of the highways. Contractor's equipment must be located to respond appropriately within 30 minute notice. Contractor must have supervisory personnel and radio equipped vehicles situated so that messages of urgency can reach the plowing or sanding vehicles to allow an appropriate response within 30 minutes. The Contractor shall also provide his/her cell phone number, radio frequency and other contact information to the Road Commissioner. If the Contractor fails to respond to any storm event or Road Commissioner's call within 30 minutes, there will be a penalty of \$500 assessed to the next monthly contract payment subject to the reasonable discretion of the Road Commissioner.

(b) The Contractor shall use appropriate methods and practices of plowing and material application to ensure continuity of operations with adjacent plow routes that may be addressed by neighboring municipal forces, state forces, or other contractors. Such methods shall also assure that the speed of the plows is low enough to assure efficient plowing and material use and that appropriate care is taken to minimize the potential for damage to personal property adjacent to the road (such as mailboxes, lawns, curbs).



(c) The Contractor shall pay particular attention to the commuter hours that exist Monday through Friday during the morning hours from 6:00 a.m. through 8:00 a.m. and during the evening hours from 5:00 p.m. through 7:00 p.m. These hours will require a higher level of service in the form of shorter plowing cycle times and additional material usage. Conversely, between the hours of 10:00 p.m. and 6:00 a.m., longer cycle times and less material usage is normal; however, the Contractor shall maintain a presence on the route to assure that conditions remain acceptable during all hours as needed.

(d) At such times as the Road Commissioner shall direct, the Contractor will remove compacted snow and ice from the road, insofar as possible, so that 3 1/2 feet of pavement will be exposed on each side of the centerline. If the Road Commissioner deems necessary, the Contractor may be required to remove all compacted snow and ice on the paved portion of any road.

(e) The Contractor shall schedule work such that as soon as possible following the end of a storm at least 3 1/2 feet of pavement (or more) will be exposed on each side of the centerline. During the day following the end of each storm, the Contractor shall also assure that snow will be removed to the outside of the shoulders of the highways and all snow banks are pushed back to sufficiently allow snow storage for subsequent storms.

(f) The Contractor shall have knowledge of using anti-icing strategies to control snow and ice and shall utilize those strategies if required by the Road Commissioner.

(g) If the Town of Readfield is declared to be in a natural disaster, by the Governor of the State of Maine or the President of the United States during the duration of this agreement, and the Town of Readfield qualifies for and receives federal or state reimbursement, and the contractor is required to complete additional work or supply additional materials, then the additional work or materials will be considered extra work or materials under this agreement and will be reimbursed to the contractor at a negotiated rate. Under no circumstances will the reimbursement exceed the reimbursement paid to the Town of Readfield. Payments to the Contractor for any additional work or materials required under a declaration of natural disaster will be made only after reimbursement payments have been received by the Town of Readfield from the State of Maine or the United States Government.

#### **8. Equipment Requirements.**

The Contractor must furnish the equipment listed in its "Bid for Snow & Ice Control Contract", plus such additional equipment that may be necessary to perform this contract in an efficient and effective manner, as determined by the Road Commissioner. The equipment must be set up in accordance with the Sand & Salt Requirements specified below. At the start of each season and as required throughout, the Town shall have the full authority to accept or reject any and all equipment that is used to perform the Work. Provisions for the timely replacement of out-of-service equipment must be provided at contract signing.

At any time the Contractor is required to plow or sand, a minimum of three (3) large trucks and one truck at least equivalent to a one ton shall be on the roads performing the Contractor's duties, unless Contractor and the Road Commissioner agrees the storm requires fewer vehicles. The Contractor must have available for use at all times the necessary equipment to perform required duties. Below is a listing of mandatory minimum equipment:

- A. Three (3) trucks of at least 24,000 GVW equipped with a snowplow, wing and sander. The sanders will have a capacity of at least 6 cubic yards.
- B. One 1-ton to 1.5 ton truck with snowplow and sander.
- C. One four wheel drive pickup truck equipped with a snowplow.
- D. Enough trained and certified personnel to properly and safely operate the equipment.
- E. Suitable backup equipment in case any of the front-line equipment is out of service.

Contractor shall use appropriate equipment on specific roads, such as one-ton trucks on shorter, dead-end and gravel roads when such roads are not fully frozen, as directed by the Road Commissioner.

All equipment must be maintained by Contractor and be in good operating condition, and is subject to periodic inspection by the Road Commissioner. The Contractor shall provide a complete list and status of all the equipment to be used in this contract prior to October 1, 2016. All equipment must be ready for inspection by October 15th of each contracted year and the equipment must be within a distance so that the Contractor can be plowing within 30 minutes of the start of any snow or icing event or from the time of the Road Commissioner's call. Failure of the equipment to pass the Road Commissioner's approval will constitute breach of this contractual agreement and could be grounds for termination of the contract. Equipment in operation during a snow event is required to perform work solely on the roads and other areas identified in this contract and may not be used for other purposes or locations during a snow event, without prior approval by the Road Commissioner.

#### **9. Sand & Salt Requirements.**

(a) The responsible party will provide sufficient winter sand and salt for operations required by this agreement according to the standards listed below. The Town estimates that the following quantities of solid materials will be required to address a typical winter season: for every mile of 2 lane road use 1) a minimum of 80 cubic yards of sand mixed with 5.3 tons of salt (a 15:1 ratio as measured by volume), plus 5 tons of straight salt for DE-ICING. However, the responsible party will provide enough sand and salt regardless of the number or severity of snow and ice events in each year of the contract.

(b) Maximum gradation of winter sand shall be 3/8 inch, with no more than 5% passing a 200 mm screen. Sand will comply with MDOT standards, and will be

screened to that size prior to use on the road. Certified testing of sand will be at the expense of the responsible party and must be done prior to the first storm. Additional testing or documentation may be requested whenever more sand is added to the shed.

(c) The responsible party must mix 133 pounds of dry salt with each cubic yard of sand before the sand is stockpiled to achieve a 15:1 mix ratio. The Road Commissioner may require periodic calibration and testing of Contractor's salt and sand spreading equipment to ensure efficient and consistent application.

(d) Plow trucks must be equipped with tailgate, hopper, or equivalent sanders. The Contractor agrees to comply with the directions of the Road Commissioner concerning the application of pure salt. The use of pure salt in an anti-icing strategy, if requested, will be in accordance with application rates specified by Maine DOT. The Town owns a liquid calcium storage tank, located at the Sand and Salt Shed that the Contractor may be requested to use by the Road Commissioner.

(e) The Contractor agrees to pay particular attention to the treatment of railroad crossings, hills, curves and intersections, and to apply extra materials to such locations when necessary and as requested by the Road Commissioner, such as at the following intersections:

- Beaver Dam Road and Memorial Drive
- Sturtevant Hill Road and Route 17
- South Road and Route 17
- Harmony Hills Road and Route 17
- North end of Old Kents Hill Road and Route 17.
- Nickerson Hill and Route 17

Plow blades shall be raised as needed at railroad crossings to prevent damage to the track rails.

(f) The sand/salt stockpile that will be used in the course of fulfilling this Contract will be located at the Town's Sand and Salt Shed. The sand/salt stockpiles will be in compliance with all local, state, and federal rules, regulations, and statutes. Specific attention is directed to the Maine DEP's rules for the siting and operation of sand/salt stockpiles: (<http://www.state.me.us/dep/blwq/docstand/sandsalt/index.htm>). The Contractor agrees to indemnify the Town for any liability, claims, demands, causes of action or damages incurred as a result of the loading and use of sand and salt.

(g) The responsible party will have a minimum of 2500 yards of sand and salt mixed and stockpiled by October 15 of each year that this contract is in effect.

(h) Through the course of each Winter Season, the Contractor will make available

approximately 200 yards of mixed sand and salt to Readfield residents who will pick up this material at a site at the Transfer Station.

(i) The Contractor will safeguard any Town-owned property, and use same in a responsible manner at all times, and will return same in reasonable condition at the end of the contract.

(j) Upon request by the Contractor, the responsible party will provide written proof of correct ratios purchased and delivered for all sand and salt used for this contract prior to the start of each Winter Season, and as needed for additional material throughout each Winter Season.

(k) The Contractor shall be responsible for loading their own trucks using their own equipment. The Contractor shall not obstruct access to the salt sand pile by Town Maintenance personnel and equipment

#### **10. Subcontracting.**

The Contractor may not subcontract or otherwise transfer any interest in this Contract without prior written approval by the Town. Any work performed by a Subcontractor before approval is at the Contractor's sole risk and the Contractor agrees to hold the Town harmless for all actions of all subcontractors. All subcontracts of the Contractor, and all lower tier subcontracts, must contain or reference all applicable provisions of the Contract. The Contractor must promptly pay all legitimate subcontractor and supplier claims. The Contractor agrees that the Town may retain and deduct monies otherwise due the Contractor in an amount necessary to satisfy such claims.

#### **11. Property Damage.**

The Contractor shall be responsible for all damage to public or private property of any kind resulting from any act, omission, neglect, or misconduct of the Contractor including but not limited to guard rail, guard rail posts, signs, sign post or guard posts. The preceding sentence includes damage to vehicles. Contractor agrees to reimburse the Town for the replacement of guardrail, guardrail posts, signs, sign post or guard posts damaged by the Contractor if resulting from the Contractor's negligence as determined by the Road Commissioner. The Town may repair or replace the damaged property without liability to the Town with its own forces or with Contracted forces and all costs will be deducted from amounts otherwise due the Contractor. The Contractor will correct or pay for all damages resulting from this contract before release of the final monthly payment of each contract year.

#### **12. Insurance, Registration, Inspection, and Personal Property Taxes.**

The Contractor shall provide signed, valid and enforceable certificate(s) of insurance complying with this Section at the time of Contract signing. All insurance must be procured from insurance companies licensed or approved to do business in the State of Maine by the State of Maine, Department of Business Regulation, Bureau of Insurance. The Contractor must pay all premiums and take all other actions necessary

to keep said insurance in effect for the duration of the Contract obligations.

(a) Workers' Compensation Insurance. The Contractor shall carry Workers' Compensation Insurance or shall qualify as a self-insurer with the State of Maine Workers' Compensation Board, all in accordance with the requirements of the laws of the State of Maine.

(b) Automobile. The Contractor shall carry Automobile Liability Insurance for personal injury, death, and property damage claims which may arise from snow removal or sanding operations under this Contract, covering the operation of all motor vehicles including any which are rented, leased, borrowed or otherwise used in connection with the project in an amount not less than \$1,000,000.00 per occurrence. The Town of Readfield and its officers and employees shall be named as additional insured on such policies.

(c) Commercial General Liability. With respect to all operations performed by the Contractor and any subcontractors, the Contractor and any subcontractors shall carry commercial general liability or other coverage affording equal or greater protection as determined by the Department, in an amount not less than \$1,000,000.00 per occurrence and \$1,000,000.00 in the aggregate.

This insurance section and the purchase of insurance by the Contractor shall not be interpreted as a waiver of any immunity provided by law including that provided by the Maine Tort Claims Act, 14 M.R.S.A. §8101, et. seq.

(d) Registration and Inspection. The Contractor shall provide valid certificate(s) of registration and State Inspection of all road vehicles used to fulfill the terms of this contract within 30 days of the Contract signing or no later than October 15th of each contract year.

(e) Personal Property. The Contractor shall provide evidence that all equipment used for this contract has been properly listed as Personal Property with the appropriate municipality and that all the Contractor's Personal Property tax payments are current with the municipality during each contract year.

### **13. Compliance with Laws.**

The Contractor agrees the contract will be governed by, and Contractor will comply with, all applicable federal and state laws and regulations, especially those relating to safety, health, sanitation and drug testing. Contractor will be responsible for compliance and will hold the Town harmless in cases of violations and/or corrective actions being imposed by regulatory agencies. Contractor agrees to provide certification of a drug testing policy and a list of employee names working under this contract to the Road Commissioner prior to October 15<sup>th</sup> of each year.

### **14. Performance and Payment Bonds, Irrevocable Letter of Credit**

Performance and payment bonds are required. Bonds must be in the amount of 80% of

the contract price and must be procured from a company that is (1) organized and operating in the United States licensed or approved to do business in the State of Maine by the State of Maine Department of Business Regulation, Bureau of Insurance and (2) listed on the latest Federal Department of The Treasury listing for "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies". The bonds must be payable to the "Treasurer - Town of Readfield" and must be on the Town's forms (or exact copies thereof) or must be on forms acceptable to the Town or must not contain any significant variations from said forms as determined in the sole discretion of the Town. By issuing, executing, or becoming potentially obligated under a bond, the surety agrees to be bound by all of the terms of the Contract documents, including those related to the Town's self-help remedy provided in Contract. As an alternative to a performance bond, the Contractor may provide an Irrevocable Letter of Credit for the Town to consider. The decision to use either a bond or letter of credit will be at the Select Board's discretion.

#### **15. Indemnification.**

The Contractor hereby indemnifies, defends and holds harmless the Town and its officers, directors, employees, agents and consultants from and against all claims, actions, torts, costs, losses, and damages for bodily injury (including sickness, disease or death) and/or tangible property damage arising out of or resulting from the performance of the Work by the Contractor, and its subcontractors, suppliers, any individuals or entities directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. Damages covered by the preceding sentence include, but are not limited to: all dispute resolution costs including court costs, attorneys' fees, and the fees of engineers, arbitrators, and other professionals related to dispute defense and preparation.

#### **16. Termination.**

(a) Notwithstanding any other provision of this Contract, the Contractor and/or the Surety shall be in default and the Select Board, in its sole discretion may terminate this Contract, if the Contractor and/or the Surety: (i) fails to provide equipment that meets the Road Commissioner's approval by October 15<sup>th</sup> of each Contract year; (ii) fails to begin the work as required by the Contract; (iii) fails to perform the work with sufficient trained and certified workers and equipment or materials to meet the terms of the Contract; (iv) discontinues the prosecution of the work; (v) fails to resume work which has been discontinued within a reasonable time after notice to do so; (vi) subcontracts any of the work without the approval of the Town; (vii) becomes insolvent, files for bankruptcy, allows any final judgment to stand against him unsatisfied for a period of ten days, or makes an assignment for the benefit of creditors without authorization by the Town; (viii) fails to perform the Work in substantial conformity with any material provision of the Contract as determined by the Town; or (ix) fails to perform the Work in a satisfactory manner as determined solely by the Town.

The Town may remedy such noncompliance with Town or contracted forces and terminate the Contract and/or deduct the cost thereof from payments otherwise due the Contractor.

Notice of termination, and the reasons for such, shall be provided in writing by the Select Board, by regular mail to the Contractor's address as stated in this contract. In emergency situations, notice may be provided verbally by the Road Commissioner upon consultation with the Select Board, with written notice mailed or delivered as soon thereafter as practicable.

At its sole option, the Town, in the event that circumstances allow, may provide the Contractor with an opportunity to cure any of the above deficiencies without waiving its right to terminate.

(b) The Town may terminate this Contract for convenience for any reason that is in the best interest of the Town. Such reason may include non-appropriation of funds by the Town Meeting vote. Terminations caused without the fault of and for reasons beyond the control of the Contractor shall be considered terminations for convenience. The Town will notify the Contractor of such terminations by sending a Notice of Termination for Convenience.

In case of a termination for convenience, all work completed as of the date of termination will be paid by prorating by date all remaining amounts payable under this Contract. Contractor agrees it will have no claim for any other amounts including consequential damages, lost profits, or lost opportunity costs.

#### **17. Financial Responsibility.**

The Contractor will be responsible for additional Town expenses incurred in providing replacement snow and ice control in the event contract is terminated for any reason other than convenience; such costs to be deducted from any remaining payments due to Contractor prior to termination of contract.

#### **18. General Provisions.**

(a) Incorporation by Reference: the "Bidding & Contracting Requirements for Contract For Snow & Ice Control", all addenda signed by the Town, and the Contractor's "Bid For Snow & Ice Control Contract" are hereby incorporated herein by reference and made a part of this Contract.

(b) Nondiscrimination. The Contractor agrees to comply with the nondiscrimination and affirmative action provisions at 5 M.R.S.A. § 784 (2), which are hereby incorporated by reference.

(c) Funding. This Contract, including any extensions thereof, is made subject to available budgetary appropriations and shall not create any obligation on behalf of the Town in excess of such appropriations.

(d) Invalidation or unenforceability of one provision or the contract shall not affect the remainder of the contract.

(e) Amendments to this contract may only be made by written agreement of both parties and must be attached to this contract, dated and signed by all parties.

(f) Record Keeping. The Contractor will keep records of all damage reported to the Contractor and provide these records upon request of the Road Commissioner.

**19. Certifications.**

By signing below, the Contractor hereby certifies that to the best of the Contractor's knowledge and belief:

1. All of the statements, representations, covenants, and certifications required or set forth in the Contract are still complete and accurate as of the date of this contract.
2. The Contractor knows of no legal, contractual, or financial impediment that prevents Contractor from entering into this Contract.
3. The person signing below is legally authorized by the Contractor to sign and to legally bind the Contractor to the terms of the Contract.

The Contractor, for itself, its successors and assigns, hereby executes two duplicate originals of this Contract and thereby binds itself to all covenants, terms, and obligations contained in the Contract Documents.



**CONTRACTOR**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Legally Authorized  
Representative

\_\_\_\_\_  
Name and Title Printed

**TOWN OF READFIELD**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Select Board Chair

\_\_\_\_\_  
Select Board Vice-Chair

\_\_\_\_\_  
Select Board member

\_\_\_\_\_  
Select Board member

\_\_\_\_\_  
Select Board member

\_\_\_\_\_  
Witness to all signatures

## APPENDIX A - MANDATORY EQUIPMENT

How Many	1
Make	GMC
Year	2013
Size (Tons)	1-Ton
Serial #	
Plow Type (V or blade)	9'1/2' V Plow
Plow Width & Height	
Plow Wing Length (if applicable)	
Sander Capacity	1.9 yds
Adjustable Spreader Feed Rate? (Y/N)	yes
Min / Max Feed Rates (if known)	
Application Tech. (ground sensors, etc.)	
Equipment Notes	

How Many	1
Make	GMC
Year	2005
Size (Tons)	Pickup
Serial #	
Plow Type (V or blade)	V
Plow Width & Height	9'1/2'
Plow Wing Length (if applicable)	
Sander Capacity	
Adjustable Spreader Feed Rate? (Y/N)	
Min / Max Feed Rates (if known)	
Application Tech. (ground sensors, etc.)	
Equipment Notes	

How Many	1
Make	Dresser Grader
Year	1991
Size (Tons)	830
Serial #	
Plow Type (V or blade)	11' Dustpan
Plow Width & Height	
Plow Wing Length (if applicable)	116
Sander Capacity	
Adjustable Spreader Feed Rate? (Y/N)	
Min / Max Feed Rates (if known)	
Application Tech. (ground sensors, etc.)	
Equipment Notes	

Please use additional sheets as necessary

## APPENDIX B - ADDITIONAL EQUIPMENT

How Many	1
Make	International 2500 Series
Year	1987
Size (Tons)	10 Wheeler
Serial #	
Plow Type (V or blade)	
Plow Width & Height	
Plow Wing Length (if applicable)	11'
Sander Capacity	10 yds
Adjustable Spreader Feed Rate? (Y/N)	yes
Min / Max Feed Rates (if known)	
Application Tech. (ground sensors, etc.)	
Equipment Notes	

How Many	1
Make	Volvo Loader
Year	2014
Size (Tons)	
Serial #	John Deere Loader
Plow Type (V or blade)	544-H
Plow Width & Height	1998
Plow Wing Length (if applicable)	
Sander Capacity	Michigan Loader
Adjustable Spreader Feed Rate? (Y/N)	L-190 B
Min / Max Feed Rates (if known)	1991
Application Tech. (ground sensors, etc.)	
Equipment Notes	

How Many	Plan to purchase or lease
Make	additional trucks and
Year	have plows + Sanders on
Size (Tons)	them. Trucks to be 24,000 GVW
Serial #	or greater.
Plow Type (V or blade)	
Plow Width & Height	
Plow Wing Length (if applicable)	
Sander Capacity	
Adjustable Spreader Feed Rate? (Y/N)	
Min / Max Feed Rates (if known)	
Application Tech. (ground sensors, etc.)	
Equipment Notes	

Please use additional sheets as necessary

\*\*\* End Snow & Ice Control Contract \*\*\*

**APPENDIX C - SAMPLE COMPARATIVE MATRIX**

<b>Contractor</b>	<b>Cost</b>	<b>Corporate Experience</b>	<b>Personnel Experience</b>	<b>Equipment List</b>	<b>Previous Experience with Readfield</b>
<b>A</b>					
<b>B</b>					
<b>C</b>					
<b>D</b>					
<b>E</b>					

CUSHING CONSTRUCTION LLC  
P.O. BOX 171  
READFIELD, ME 04355  
207-685-7328-OFFICE  
207-685-4742-FAX  
207-242-8075-CELL

**RE: Snow and Ice Control Bid 2016-2010**

Further Discussion Needed on the following items

**Page 9 Section 4; Price and Payment**

Specifically regarding the eight installments for payments;

Cushing Construction LLC accepts the installments for Item # 1 but would like the option to discuss payment details for Items 2-5

Would also like to discuss the CPI for items 2-5

**Page 17 Section 16 subsection b;**

Wording convenience and any reason should be removed from this section.

If awarded contract would like to discuss that specific definitions to be include for this section and wording to be fixed.



8-11-2016



30 Lisbon Street  
PO Box 1407  
Lewiston, Maine 04243  
1.800.966.9172  
androscogginbank.com

August 10, 2016

John P. Cushing  
Christine Cushing-Chicoine  
Cushing Construction, LLC  
PO Box 171  
Readfield ME 04355

RE: Irrevocable Letter of Credit

Dear John and Christine,

Congratulations you have been approved for an Irrevocable Letter of Credit in the amount of \$204,800! A commitment letter will be forthcoming with specific details but this letter will serve as the approval notification for your inclusion in the bid to the Town of Readfield.

Please contact me at 207-376-3615 or [twillard@androscogginbank.com](mailto:twillard@androscogginbank.com) with any questions or comments regarding this transaction.

Sincerely,

A handwritten signature in cursive script that reads 'Tina M. Willard'.

Tina M. Willard  
Vice President  
Commercial Loan Officer



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/11/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Readfield Insurance Agency 962 Western Ave P O Box 660 Manchester ME 04351		<b>CONTACT NAME:</b> Stephanie Spearin <b>PHONE (A/C, No. Ext.):</b> (207) 620-7276 <b>FAX (A/C, No.):</b> (207) 620-7284 <b>E-MAIL ADDRESS:</b> sspearin@readfieldinsurance.com	
<b>INSURED</b> John Cushing, DBA: Cushing Construction P O Box 171 32 Roddy Lane Readfield ME 04355		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: Great Falls Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

**COVERAGES**

CERTIFICATE NUMBER: CL162900852

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL SUBR INSD VWD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <b>EXCESS LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	WCD0829730016	3/27/2016	3/27/2017	PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**CERTIFICATE HOLDER****CANCELLATION**Town of Readfield  
Readfield, ME 04355

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Stephanie Spearin/SJS

Stephanie Spearin



# CERTIFICATE OF LIABILITY INSURANCE

JOHNCUS-01

DBAT

DATE (MM/DD/YYYY)

8/11/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> The Kyes Agency, Inc. 171 Main Street Farmington, ME 04938	<b>CONTACT NAME:</b>	
	<b>PHONE (A/C, No. Ext.):</b> (207) 778-9862 <b>FAX (A/C, No.):</b> (207) 778-5970	
<b>INSURED</b>  John Cushing Cushing Construction PO Box 171 Readfield, ME 04355	<b>E-MAIL ADDRESS:</b>	
	<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>
	<b>INSURER A:</b> Ohio Security Insurance Company	
	<b>INSURER B:</b> Netherlands	24171
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD / WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		BKS56644132	07/24/2016	07/24/2017	EACH OCCURRENCE \$ 1,000,0 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,0 MED EXP (Any one person) \$ 15,0 PERSONAL & ADV INJURY \$ 1,000,0 GENERAL AGGREGATE \$ 2,000,0 PRODUCTS - COMP/OP AGG \$ 2,000,0
B	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		BA6790554	07/24/2016	07/24/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,0 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>UMBRELLA LIAB</b> <b>EXCESS LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <b>DED</b> <b>RETENTION \$</b>					EACH OCCURRENCE \$ AGGREGATE \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**CERTIFICATE HOLDER****CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



Cushing - Supplemental - 1  
8/15/16

**Eric Dyer**

---

**From:** John Cushing <cushing\_construction@yahoo.com>  
**Sent:** Monday, August 15, 2016 2:12 PM  
**To:** Eric Dyer  
**Subject:** Fw: Information

See below for forwarded email from our financial institution regarding the bid guaranty.

Christine

**Cushing Construction LLC**  
**P.O. Box 171**  
**Readfield, ME 04355**  
**207-685-7328- Phone**  
**207-685-4742-Fax**

[www.cushing-construction.com](http://www.cushing-construction.com)

Cushing Construction is a BBB A+ rated company

On Monday, August 15, 2016 1:27 PM, Tina Willard <[Twillard@androscogginbank.com](mailto:Twillard@androscogginbank.com)> wrote:

Good afternoon,

This note is to let you know that the Irrevocable Letter of Credit to Cushing Construction LLC has been approved and with the evidence of the winning bid from the Town of Readfield we would prepare the loan documentation which would include the Irrevocable Letter of Credit with the beneficiary of the Town of Readfield including renewals. We would require the actual sample letter from the town to prepare as we complete the documentation.

Thanks, Tina



Tina M. Willard  
Vice President, Commercial Loan Officer  
Androscoggin Bank  
207 Auburn Rd  
Turner ME 04282  
(207) 376-3615 Office  
(207) 740-8825 Cell  
(207) 225-2333 Fax

Casting - Supplemental - 2  
8/15/16

[www.AndroscogginBank.com](http://www.AndroscogginBank.com)

[Send me a secure email](#)

\*\*\*\*\*

This communication (including all attachments) is intended solely for the use of the person or persons to whom it is addressed and should be treated as a confidential Androscoggin Bank communication. If you are not the intended recipient, any use, distribution, printing, or copying of this email is strictly prohibited. If you received this email in error, please immediately delete it from your system and notify the originator. Your cooperation is appreciated.

*Cushing - Supplemental - 3*  
*8/15/16*

**CUSHING CONSTRUCTION LLC**

**P.O. BOX 171**

**READFIELD, ME 04355**

207-685-7328-OFFICE

207-685-4742-FAX

207-242-8075-JOHN CELL

**RE: Snow and Ice Control Bid 2016-2010**

**Further Questions submitted by Town Manager via email**

**Plowing References;**

**Maranacook High School-** Plowed for the past 13 years along with the Readfield Elementary School Contact Paul Criss- 207-242-2851

**Maranacook Shores Rd**

Plowed road for last 5 year or more

Contact person-Tim Dumont- 207-729-2465- tim@kennebecbuilders.com

**Readfield Family Market-** Plow & Sand his parking lot area for last several years- Contact Ray 685-9888

**Maine Turnpike –** Plowed for them as an employee –Contact Andrew Perry-

I would also like to add my record with the Town Of Readfield as a reference. Cushing Construction plowed for the Town of Readfield for 7 years. In that time we think that we provided quality service to the townspeople. As a resident of the Town of Readfield I am on Readfield's roads daily as are my children, other family members, friends, employees, and/or acquaintances so the citizen's safety is a high priority to me not only personally but professionally as well.

**Anticipated Staff;**

**Dwain Butcher-** Current Employee of Cushing Construction and has plowed for us for the last 5 years- Has plowed for Town of Winthrop and the Town of Monmouth- Approx 12 + years of experience plowing

Cushing - Supplemental #  
8/15/16

**Nick Ames-** Plowed for us for last several years and for previous employers 5+ years plowing experience

**Ben Stratton-** Plowing for school and Town of Readfield through Cushing Construction for the 7 years we held the plowing contract 15+ years plowing experience

**Gary Boynton-** Plowed for Town of Mt. Vernon for Roundstone Enterprise, Town of Readfield while Mace held contract, has approximately 25+ years plowing experience

**John Cushing -** Plowed for last 25+ years for the Maine Turnpike Authority, Town of Readfield, Maranacook Community School, Readfield Elementary School plus around 20 private clients that we plow for annually and have for the last 10 years or so.

**Second Further Information Request received 8/15/2016**

We are an LLC our apologies for not checking the box. It was an oversight.

**Bid Guaranty-** After touching base with our Bank Rep I was told that this is all I am able to provide at this time without actually being awarded a contract. I will forward you the email I received from her today.

**TOWN OF READFIELD, MAINE****Bidding & Contracting Requirements for Snow & Ice Control Contract**

Contract Term: October 1, 2016 through May 1, 2020

**BIDDING INSTRUCTIONS**

1. Complete the bid forms with pen and ink or typed.
2. The following are to be completed and returned with the bid:
  - a. The completed and signed Bid for Snow and Ice Control Contract
  - b. Three (3) copies of the completed and signed Snow and Ice Control Contract
  - c. Bid Bond Guaranty letter for the Four years of the contract
3. For security and other reasons, all Bid Packages which are mailed must be sent to:  
Town Manager, Town of Readfield,  
8 Old Kents Hill Road, Readfield, ME 04355,  
and shall be provided in double (one envelope inside the other) envelopes.

The ***Inner Envelope*** shall have the following information provided on it:

Bid Enclosed - Do Not Open

Project: Snow &amp; Ice Control Contract

Town: Readfield

Date of Bid Opening: 3:00 p.m. August 11, 2016, Gile Hall

Name of Contractor with mailing address and telephone number

In Addition to the usual address information, the ***Outer Envelope*** should have written or typed on it:

Double Envelope: Bid Enclosed

Project: Snow &amp; Ice Control Contract

Town: Readfield

Date of Bid Opening: 3:00 p.m. August 11, 2016, Gile Hall

Name of Contractor:

Hand-carried Bids may be in one envelope, and should be marked with the following information:

Bid Enclosed: Do Not Open

Project: Snow &amp; Ice Control Contract

Town: Readfield

Date of Bid Opening: 3:00 p.m. August 11, 2016, Gile Hall

Name of Contractor:

4. There will be a ***Mandatory*** pre-bid meeting for all bidders at 10:00am on Thursday, July 28, 2016 at the Readfield Town Office. Bids submitted by bidders not in attendance at this meeting will be considered nonresponsive.

## **IMPORTANT NOTES TO BIDDERS**

1. Regardless of the method of delivery, the contractor shall bear total responsibility for assuring that bid documents are received by the specified deadline.
2. Bids received after the specified deadline will be considered "Non-responsive" and will not be opened or read.
3. Bids which are not sealed, or are deemed incomplete or non-responsive will be rejected.
4. The Town reserves the right to reject any and all bids or portions thereof.
5. The Town will consider awarding a contract to the lowest priced, responsive and responsible bid.
6. Use the enclosed form for any requests of information prior to Bid opening.

**Town of Readfield, Maine Contract for Services**

**REQUEST FOR INFORMATION**

Date \_\_\_\_\_ Time \_\_\_\_\_

**Information Requested: Contract or Services being considered:**

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

**Request by:** \_\_\_\_\_ **Phone:** ( \_\_\_\_ ) \_\_\_\_\_

**Bid Date:** \_\_\_\_\_ **Fax:** ( \_\_\_\_ ) \_\_\_\_\_

**Complete top portion of form and transmit to the Town Office via fax at (207) 685-3420 or email to readfield.tmgr@roadrunner.com**

.....

**RFI No:** \_\_\_\_\_ **RFI received:** \_\_\_\_\_

**Response:** \_\_\_\_\_

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

**Response By:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**\*\*\* End Bidding & Contracting Requirements for Snow & Ice Control Contract \*\*\***

**TOWN OF READFIELD, MAINE**  
**Bid for Snow & Ice Control Contract**  
Contract Term: October 1, 2016 through May 1, 2020

TO: Town of Readfield  
ATTN.: Eric Dyer  
Town Manager 8 Old  
Kents Hill Road  
Readfield, ME 04355

**BIDDER INFORMATION:**

Date: August 11, 2016

**Bidder:**

<u>Steven A. McGee Construction LLC.</u>	<u>Mike McGee</u>
<b>Bidder Name</b>	<b>Bidder Contact Person</b>
<u>537 High St.</u>	<u>207-582-8810</u>
<b>Bidder Street Address or P.O. Box</b>	<b>Bidder Telephone Number</b>
<u>West Gardiner, ME 04345</u>	<u>010394171</u>
<b>Bidder City, State, ZIP</b>	<b>Bidder Tax I.D. # (Employer # or Soc. Sec. #)</b>
	<u>207-776-8015</u>
<b>Bidder Primary Radio Frequency</b>	<b>and/or Bidder Field Cell Number</b>

The Bidder is organized under the laws of the State of ✓ Maine        Other  
[check one]  
(State if Other:                                 ) as the following type of business organization:  
(☒) individual ( ) corporation ( ) partnership (☒) limited liability company ( ) joint venture  
( ) other:                                 

Corporate Experience in Snow & Ice Control: *(please provide as attachment)*

Please see attachment A

Personnel Experience in Snow & Ice Control: *(please provide as attachment)*

Please see attachment A



# BID FOR SNOW & ICE CONTROL CONTRACT FOR TOWN OF READFIELD ROADS:

The Bidder hereby offers to remove the snow, control ice, and perform all other work indicated in the Snow & Ice Control Contract (hereinafter "Contract") for the entire term of the Contract and in compliance with all the terms, conditions, and representations of the same on the entire lengths of all Town-owned and state-aid roads in the Town of Readfield. The Town reserves the right to accept or reject any of the following bid Items:

## ITEM 1:

The Bidder offers to provide all labor, equipment, and materials (exclusive of winter salt and sand), for the initial year of the contract, for the Base Lump Sum price of:

One hundred seventy-seven thousand dollars and \$ 177,000.00  
(lump sum price in words) zero cents. (lump sum price in numerals)

This price is the total price for the entire specified road lengths for the first year of the Contract.

## ITEM 2:

The Bidder offers to provide up to 4,000 yards of mixed winter salt and sand, for the initial year of the contract, for the Base Lump Sum price of:

Seventy one thousand five hundred dollars \$ 71,500.00  
(lump sum price in words) and zero cents. (lump sum price in numerals)

## ITEM 3:

The Bidder offers to provide additional mixed winter salt and sand, for the initial year of the contract, for the per-yard unit price of:

Twenty five dollars and zero cents. \$ 25.00  
(unit price in words) (unit price in numerals)

## ITEM 4:

The Bidder offers to provide straight dry rock salt, for the initial year of the contract, for the per-ton unit price of:

Ninety five dollars and zero cents. \$ 95.00  
(unit price in words) (unit price in numerals)

## ITEM 5:

The Bidder offers to provide all labor and equipment to perform the work identified in Section 1, subsections A through D, and labor for subsection E, of this contract for the following hourly prices:

Section 1, subsection A:	\$	<u>75.00</u>	Per Hour
Section 1, subsection B:	\$	<u>75.00</u>	Per Hour
Section 1, subsection C:	\$	<u>75.00</u>	Per Hour
Section 1, subsection D:	\$	<u>75.00</u>	Per Hour
Section 1, subsection E:	\$	<u>42.00</u>	Per Hour

The bidder acknowledges and accepts that all future contract payments will be adjusted according to the Consumer Price Index as detailed in Section 4 of this contract, unless otherwise negotiated under Section 18(e).

The Bidder further offers and agrees that the equipment described in APPENDIX A - MANDATORY EQUIPMENT will be available for this work, plus any additional equipment that may be necessary to perform this contract in an efficient and workmanlike manner. Mandatory equipment includes trucks, plows, some plows equipped with wings, and sanding equipment. A list of mandatory equipment is included in the contract.

The Bidder further offers and agrees that the equipment described in APPENDIX B - ADDITIONAL EQUIPMENT will be available for this work, plus any additional equipment that may be necessary to perform this contract in an efficient and workmanlike manner.

**Sand and Salt Storage:**

The sand and salt used in the course of performing the work required by this Contract will be stored at the Town's shed. This location is a site that is presently approved by the Maine D.E.P. This location does not have indoor storage for all sand and salt materials that could be required in any single season. Additional material will be purchased and placed in the shed as needed during the Contract. Applicable sand and salt required for the performance of this contract will be the sole responsibility of the Contractor to provide if Items 2,3, or 4 of the Bid for Snow & Ice Control Contract are accepted, otherwise it will be the responsibility of the Town. Winter salt and sand may not be used outside of the specified contract areas in the Town of Readfield. Any material remaining at the end of each season will be the property of the Town and may be applied toward the contracted materials amounts in the following year.

By signing below, the Bidder (1) represents that the Bidder has examined the " Snow & Ice Control Contract", all documents referenced in said Contract, and the specified roads referenced above such that the Bidder has sufficient knowledge to properly price the work, (2) represents that the Bidder has given the Town notice of any errors or ambiguities related to the documents or the work that have been discovered by the Bidder, and (3) agrees to all provisions, governing requirements and procedures applicable before execution of the Contract.

Seth McGee  
Authorized Signature of Bidder

8-11-2016  
Date

Seth McGee P.O.A. owner  
Name & Title of Person Signing - Printed or Typed

01-0394171  
Federal Identification Number or Social Security Number

\*\*\* End Bid for Snow & Ice Control Contract \*\*\*

**TOWN OF READFIELD, MAINE**  
**SNOW & ICE CONTROL CONTRACT**  
**Contract Term: October 1, 2016 through May 1, 2020**

The Municipal Officers for the Town of Readfield herein referred to as "Town", as authorized by the Town Meeting, enter into this contract with \_\_\_\_\_ of \_\_\_\_\_ Maine, hereinafter referred to as the "Contractor" for the snow & ice control for the roads and other non-road areas hereinafter described and designated under the following terms:

In consideration of the mutual covenants herein, the parties agree as follows:

**1. Contract Services:**

The Contractor agrees to remove the snow (whether accumulating from snowfall or drifting), control ice, and perform all other work indicated in this Contract in compliance with all the terms, conditions, and representations of the same on the entire lengths of all municipally-owned and state-aid roads according to the following list and priorities as stated:

<b>ROAD NAME</b>	<b>MILEAGE</b>
Old Kents Hill Road	1.3
Giles Road	0.2
Mill Stream Road	0.25
Thundercastle Road	1.2
Sturtevant Hill Road	2.55
Russell Street	0.38
Huntoon Road ( no turn around )	0.21
Nickerson Hill Road	1.15
Morrill Road	0.2
Harmony Hills Road	0.325
P Ridge Road ( Includes 0.10 of Old County Road)	1.15
Lane Road	0.7
North Wayne Road	0.75
Church Road	2.15
Fogg Road	1.2
Walker Road	0.7
Sadie Dunn Road	0.4
Chase Road	1.05
Moor Road	0.2
North Road	2.1
Sand/Salt Shed access road	0.25
Wings Mills Road	0.6
South Road	1.7
Tallwood Drive	0.6
Beaver Dam Road	1.0

Memorial Drive	0.25
Stanley Road ( RTE 135 South )	1.1
Adell Road	0.25
Luce Road	1.7
Plains Road	3.35
McKenney Road	0.2
Gay Road	0.5
Rat Mill Hill	0.3
Gordon Road ( RTE 135 North )	2.7
Scribner Hill Road	0.8
Belz Road	0.2
Lakeview Drive	0.3
Hunts Lane	0.13
Balsam Drive	0.39
<b>TOTAL MILES</b>	<b>34.49</b>

**TURN-AROUNDS: School bus (S)/Plow trucks (P)**

Entrance to Torsey Pond Road (S)  
 Chase Road by end of Town Road (S&P)  
 North Wayne Road (S&P)  
 Sturtevant Hill - Winthrop Town Line (S&P)  
 Wings Mills Road (P)  
 Church Road - Mount Vernon Line (S&P)  
 Tallwood Drive (S&P)  
 Mill Stream Road (P)  
 McKenney Road (P)  
 Luce Road (S)  
 Gay Road (S)  
 Gile Road (P) (to be constructed in 2016)

In the event the Town's Maintenance Worker is unable to perform the following tasks due to absence or equipment breakdown, the Town will pay the Contractor a separate hourly fee for equipment and personnel to remove the snow (whether accumulating from snowfall or drifting), control ice, and perform all other work indicated in this Contract in compliance with all the terms, conditions and representations of the same on the Town properties listed below:

A. Town Office parking lot and walkway (to be completed prior to scheduled office opening each work day, and maintained during storms while office remains open).

B. Library driveway and parking lot (to be completed prior to Library open hours, and maintained during storms while Library remains open).

- C. Fire Station access and parking spaces (to be maintained throughout storms).
- D. Conservation area parking lots: Fairgrounds, Torsey Nature Preserve, Fogg Farm (to be completed within day after storm).
- E. Sidewalk along Main Street (to be completed within day after storm) using Town Equipment.

The Road Commissioner will provide specific guidance on the dimensions of these areas as needed.

## **2. Term of Contract.**

The term of the contract is for four (4) years, covering the Winter Season from October 1 to May 1 of each year (hereinafter "Winter Season"), beginning on October 1, 2016 and ending on May 1, 2020. The Town may choose to extend this Contract for an additional year according to the provided bid under all of the terms of this Contract. The Town must notify the Contractor in writing by March 1, 2020 if the Town would prefer to extend the Contract for the fifth additional Winter Season.

## **3. Bonds and Insurance.**

The Contractor shall provide either an Irrevocable Letter of Credit or a Performance Bond (at the Town's discretion, and bids should reflect the possibly different cost of both options) and insurance certificates conforming to this Contract by October 1 of each contract year. Each Winter Season's initial payment will be contingent upon the Town having this information on file. A Bid Guaranty letter is required, covering the full four years of the contract. The Letter of Credit or a Performance Bond will be necessary and such bonds shall set reasonable standards to ensure the best interest of the Town.

## **4. Price and Payment.**

The Town agrees to pay the Contractor in the year 2016-2017 according to the Items identified and accepted by the Select Board in the Bid for Snow and Ice Control Contract. .

Costs for the subsequent years of the contract including the optional fifth year shall be adjusted according to the Consumer Price Index (CPI) for the 12 month period preceding the November payment of each year of the contract, from October through September. CPI data representing inflation shall be reported for the Northeast Region from the US Bureau of Labor Statistics. The inflation rate will be reported as a percentage and carried to three decimal places.

Each Winter Season's total payment shall be made in eight installments as specified below:

- Twenty percent (20%) by the first regular Town Warrant in November.
- Seventy percent (70%) in six (6) equal installments payable by the second Warrant in November and the first Warrants in December, January, February, March and April.
- Ten percent (10%) by the first Warrant in May, after all required work is completed and the Road Commissioner has determined that all provisions of the contract have been satisfied.

#### **5. Contract.**

This Contract may be amended, modified, or supplemented in writing only with permission of the Select Board.

#### **6. Town's Representative.**

The Town's representative shall be the Road Commissioner and his/her designee, as approved by the Select Board. For this contract, the Road Commissioner is the Town Manager, who may be contacted at the Town Office at 685-4939 during normal working hours, or by cell phone at 242-5437. Additionally, the Town Manager will carry a radio with the same frequency as the Contractor to use when needed.

#### **7. Work Standards.**

(a) The Contractor shall commence plowing and material application operations no later than when snow on the pavement has reached a depth of one inch if the snow is wet and two inches if dry, or within 30 minutes of a snow or icing event or within 30 minutes of a call from the Road Commissioner. Operations will continue until the roads are cleared of snow to the outside shoulders. Sanding will continue as long as roads are slippery. During severe storms or drifting, plows will be operated so as to maintain two-way traffic. Immediately after the extreme conditions have subsided snow will be removed to the outside of the shoulders of the highways. Contractor's equipment must be located to respond appropriately within 30 minute notice. Contractor must have supervisory personnel and radio equipped vehicles situated so that messages of urgency can reach the plowing or sanding vehicles to allow an appropriate response within 30 minutes. The Contractor shall also provide his/her cell phone number, radio frequency and other contact information to the Road Commissioner. If the Contractor fails to respond to any storm event or Road Commissioner's call within 30 minutes, there will be a penalty of \$500 assessed to the next monthly contract payment subject to the reasonable discretion of the Road Commissioner.

(b) The Contractor shall use appropriate methods and practices of plowing and material application to ensure continuity of operations with adjacent plow routes that may be addressed by neighboring municipal forces, state forces, or other contractors. Such methods shall also assure that the speed of the plows is low enough to assure efficient plowing and material use and that appropriate care is taken to minimize the potential for damage to personal property adjacent to the road (such as mailboxes, lawns, curbs).

(c) The Contractor shall pay particular attention to the commuter hours that exist Monday through Friday during the morning hours from 6:00 a.m. through 8:00 a.m. and during the evening hours from 5:00 p.m. through 7:00 p.m. These hours will require a higher level of service in the form of shorter plowing cycle times and additional material usage. Conversely, between the hours of 10:00 p.m. and 6:00 a.m., longer cycle times and less material usage is normal; however, the Contractor shall maintain a presence on the route to assure that conditions remain acceptable during all hours as needed.

(d) At such times as the Road Commissioner shall direct, the Contractor will remove compacted snow and ice from the road, insofar as possible, so that 3 1/2 feet of pavement will be exposed on each side of the centerline. If the Road Commissioner deems necessary, the Contractor may be required to remove all compacted snow and ice on the paved portion of any road.

(e) The Contractor shall schedule work such that as soon as possible following the end of a storm at least 3 1/2 feet of pavement (or more) will be exposed on each side of the centerline. During the day following the end of each storm, the Contractor shall also assure that snow will be removed to the outside of the shoulders of the highways and all snow banks are pushed back to sufficiently allow snow storage for subsequent storms.

(f) The Contractor shall have knowledge of using anti-icing strategies to control snow and ice and shall utilize those strategies if required by the Road Commissioner.

(g) If the Town of Readfield is declared to be in a natural disaster, by the Governor of the State of Maine or the President of the United States during the duration of this agreement, and the Town of Readfield qualifies for and receives federal or state reimbursement, and the contractor is required to complete additional work or supply additional materials, then the additional work or materials will be considered extra work or materials under this agreement and will be reimbursed to the contractor at a negotiated rate. Under no circumstances will the reimbursement exceed the reimbursement paid to the Town of Readfield. Payments to the Contractor for any additional work or materials required under a declaration of natural disaster will be made only after reimbursement payments have been received by the Town of Readfield from the State of Maine or the United States Government.

#### **8. Equipment Requirements.**

The Contractor must furnish the equipment listed in its "Bid for Snow & Ice Control Contract", plus such additional equipment that may be necessary to perform this contract in an efficient and effective manner, as determined by the Road Commissioner. The equipment must be set up in accordance with the Sand & Salt Requirements specified below. At the start of each season and as required throughout, the Town shall have the full authority to accept or reject any and all equipment that is used to perform the Work. Provisions for the timely replacement of out-of-service equipment must be provided at contract signing.

At any time the Contractor is required to plow or sand, a minimum of three (3) large trucks and one truck at least equivalent to a one ton shall be on the roads performing the Contractor's duties, unless Contractor and the Road Commissioner agrees the storm requires fewer vehicles. The Contractor must have available for use at all times the necessary equipment to perform required duties. Below is a listing of mandatory minimum equipment:

- A. Three (3) trucks of at least 24,000 GVW equipped with a snowplow, wing and sander. The sanders will have a capacity of at least 6 cubic yards.
- B. One 1-ton to 1.5 ton truck with snowplow and sander.
- C. One four wheel drive pickup truck equipped with a snowplow.
- D. Enough trained and certified personnel to properly and safely operate the equipment.
- E. Suitable backup equipment in case any of the front-line equipment is out of service.

Contractor shall use appropriate equipment on specific roads, such as one-ton trucks on shorter, dead-end and gravel roads when such roads are not fully frozen, as directed by the Road Commissioner.

All equipment must be maintained by Contractor and be in good operating condition, and is subject to periodic inspection by the Road Commissioner. The Contractor shall provide a complete list and status of all the equipment to be used in this contract prior to October 1, 2016. All equipment must be ready for inspection by October 15th of each contracted year and the equipment must be within a distance so that the Contractor can be plowing within 30 minutes of the start of any snow or icing event or from the time of the Road Commissioner's call. Failure of the equipment to pass the Road Commissioner's approval will constitute breach of this contractual agreement and could be grounds for termination of the contract. Equipment in operation during a snow event is required to perform work solely on the roads and other areas identified in this contract and may not be used for other purposes or locations during a snow event, without prior approval by the Road Commissioner.

#### **9. Sand & Salt Requirements.**

(a) The responsible party will provide sufficient winter sand and salt for operations required by this agreement according to the standards listed below. The Town estimates that the following quantities of solid materials will be required to address a typical winter season: for every mile of 2 lane road use 1) a minimum of 80 cubic yards of sand mixed with 5.3 tons of salt (a 15:1 ratio as measured by volume), plus 5 tons of straight salt for DE-ICING. However, the responsible party will provide enough sand and salt regardless of the number or severity of snow and ice events in each year of the contract.

(b) Maximum gradation of winter sand shall be 3/8 inch, with no more than 5% passing a 200 mm screen. Sand will comply with MDOT standards, and will be



screened to that size prior to use on the road. Certified testing of sand will be at the expense of the responsible party and must be done prior to the first storm. Additional testing or documentation may be requested whenever more sand is added to the shed.

(c) The responsible party must mix 133 pounds of dry salt with each cubic yard of sand before the sand is stockpiled to achieve a 15:1 mix ratio. The Road Commissioner may require periodic calibration and testing of Contractor's salt and sand spreading equipment to ensure efficient and consistent application.

(d) Plow trucks must be equipped with tailgate, hopper, or equivalent sanders. The Contractor agrees to comply with the directions of the Road Commissioner concerning the application of pure salt. The use of pure salt in an anti-icing strategy, if requested, will be in accordance with application rates specified by Maine DOT. The Town owns a liquid calcium storage tank, located at the Sand and Salt Shed that the Contractor may be requested to use by the Road Commissioner.

(e) The Contractor agrees to pay particular attention to the treatment of railroad crossings, hills, curves and intersections, and to apply extra materials to such locations when necessary and as requested by the Road Commissioner, such as at the following intersections:

- Beaver Dam Road and Memorial Drive
- Sturtevant Hill Road and Route 17
- South Road and Route 17
- Harmony Hills Road and Route 17
- North end of Old Kents Hill Road and Route 17.
- Nickerson Hill and Route 17

Plow blades shall be raised as needed at railroad crossings to prevent damage to the track rails.

(f) The sand/salt stockpile that will be used in the course of fulfilling this Contract will be located at the Town's Sand and Salt Shed. The sand/salt stockpiles will be in compliance with all local, state, and federal rules, regulations, and statutes. Specific attention is directed to the Maine DEP's rules for the siting and operation of sand/salt stockpiles: (<http://www.state.me.us/dep/blwq/docstand/sandsalt/index.htm>). The Contractor agrees to indemnify the Town for any liability, claims, demands, causes of action or damages incurred as a result of the loading and use of sand and salt.

(g) The responsible party will have a minimum of 2500 yards of sand and salt mixed and stockpiled by October 15 of each year that this contract is in effect.

(h) Through the course of each Winter Season, the Contractor will make available

approximately 200 yards of mixed sand and salt to Readfield residents who will pick up this material at a site at the Transfer Station.

(i) The Contractor will safeguard any Town-owned property, and use same in a responsible manner at all times, and will return same in reasonable condition at the end of the contract.

(j) Upon request by the Contractor, the responsible party will provide written proof of correct ratios purchased and delivered for all sand and salt used for this contract prior to the start of each Winter Season, and as needed for additional material throughout each Winter Season.

(k) The Contractor shall be responsible for loading their own trucks using their own equipment. The Contractor shall not obstruct access to the salt sand pile by Town Maintenance personnel and equipment

#### **10. Subcontracting.**

The Contractor may not subcontract or otherwise transfer any interest in this Contract without prior written approval by the Town. Any work performed by a Subcontractor before approval is at the Contractor's sole risk and the Contractor agrees to hold the Town harmless for all actions of all subcontractors. All subcontracts of the Contractor, and all lower tier subcontracts, must contain or reference all applicable provisions of the Contract. The Contractor must promptly pay all legitimate subcontractor and supplier claims. The Contractor agrees that the Town may retain and deduct monies otherwise due the Contractor in an amount necessary to satisfy such claims.

#### **11. Property Damage.**

The Contractor shall be responsible for all damage to public or private property of any kind resulting from any act, omission, neglect, or misconduct of the Contractor including but not limited to guard rail, guard rail posts, signs, sign post or guard posts,. The preceding sentence includes damage to vehicles. Contractor agrees to reimburse the Town for the replacement of guardrail, guardrail posts, signs, sign post or guard posts damaged by the Contractor if resulting from the Contractor's negligence as determined by the Road Commissioner. The Town may repair or replace the damaged property without liability to the Town with its own forces or with Contracted forces and all costs will be deducted from amounts otherwise due the Contractor. The Contractor will correct or pay for all damages resulting from this contract before release of the final monthly payment of each contract year.

#### **12. Insurance, Registration, Inspection, and Personal Property Taxes.**

The Contractor shall provide signed, valid and enforceable certificate(s) of insurance complying with this Section at the time of Contract signing. All insurance must be procured from insurance companies licensed or approved to do business in the State of Maine by the State of Maine, Department of Business Regulation, Bureau of Insurance. The Contractor must pay all premiums and take all other actions necessary

to keep said insurance in effect for the duration of the Contract obligations.

(a) Workers' Compensation Insurance. The Contractor shall carry Workers' Compensation Insurance or shall qualify as a self-insurer with the State of Maine Workers' Compensation Board, all in accordance with the requirements of the laws of the State of Maine.

(b) Automobile. The Contractor shall carry Automobile Liability Insurance for personal injury, death, and property damage claims which may arise from snow removal or sanding operations under this Contract, covering the operation of all motor vehicles including any which are rented, leased, borrowed or otherwise used in connection with the project in an amount not less than \$1,000,000.00 per occurrence. The Town of Readfield and its officers and employees shall be named as additional insured on such policies.

(c) Commercial General Liability. With respect to all operations performed by the Contractor and any subcontractors, the Contractor and any subcontractors shall carry commercial general liability or other coverage affording equal or greater protection as determined by the Department, in an amount not less than \$1,000,000.00 per occurrence and \$1,000,000.00 in the aggregate.

This insurance section and the purchase of insurance by the Contractor shall not be interpreted as a waiver of any immunity provided by law including that provided by the Maine Tort Claims Act, 14 M.R.S.A. §8101, et. seq.

(d) Registration and Inspection. The Contractor shall provide valid certificate(s) of registration and State Inspection of all road vehicles used to fulfill the terms of this contract within 30 days of the Contract signing or no later than October 15th of each contract year.

(e) Personal Property. The Contractor shall provide evidence that all equipment used for this contract has been properly listed as Personal Property with the appropriate municipality and that all the Contractor's Personal Property tax payments are current with the municipality during each contract year.

### **13. Compliance with Laws.**

The Contractor agrees the contract will be governed by, and Contractor will comply with, all applicable federal and state laws and regulations, especially those relating to safety, health, sanitation and drug testing. Contractor will be responsible for compliance and will hold the Town harmless in cases of violations and/or corrective actions being imposed by regulatory agencies. Contractor agrees to provide certification of a drug testing policy and a list of employee names working under this contract to the Road Commissioner prior to October 15<sup>th</sup> of each year.

### **14. Performance and Payment Bonds, Irrevocable Letter of Credit**

Performance and payment bonds are required. Bonds must be in the amount of 80% of

the contract price and must be procured from a company that is (1) organized and operating in the United States licensed or approved to do business in the State of Maine by the State of Maine Department of Business Regulation, Bureau of Insurance and (2) listed on the latest Federal Department of The Treasury listing for "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies". The bonds must be payable to the "Treasurer - Town of Readfield" and must be on the Town's forms (or exact copies thereof) or must be on forms acceptable to the Town or must not contain any significant variations from said forms as determined in the sole discretion of the Town. By issuing, executing, or becoming potentially obligated under a bond, the surety agrees to be bound by all of the terms of the Contract documents, including those related to the Town's self-help remedy provided in Contract. As an alternative to a performance bond, the Contractor may provide an Irrevocable Letter of Credit for the Town to consider. The decision to use either a bond or letter of credit will be at the Select Board's discretion.

#### **15. Indemnification.**

The Contractor hereby indemnifies, defends and holds harmless the Town and its officers, directors, employees, agents and consultants from and against all claims, actions, torts, costs, losses, and damages for bodily injury (including sickness, disease or death) and/or tangible property damage arising out of or resulting from the performance of the Work by the Contractor, and its subcontractors, suppliers, any individuals or entities directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. Damages covered by the preceding sentence include, but are not limited to: all dispute resolution costs including court costs, attorneys' fees, and the fees of engineers, arbitrators, and other professionals related to dispute defense and preparation.

#### **16. Termination.**

(a) Notwithstanding any other provision of this Contract, the Contractor and/or the Surety shall be in default and the Select Board, in its sole discretion may terminate this Contract, if the Contractor and/or the Surety: (i) fails to provide equipment that meets the Road Commissioner's approval by October 15<sup>th</sup> of each Contract year; (ii) fails to begin the work as required by the Contract; (iii) fails to perform the work with sufficient trained and certified workers and equipment or materials to meet the terms of the Contract; (iv) discontinues the prosecution of the work; (v) fails to resume work which has been discontinued within a reasonable time after notice to do so; (vi) subcontracts any of the work without the approval of the Town; (vii) becomes insolvent, files for bankruptcy, allows any final judgment to stand against him unsatisfied for a period of ten days, or makes an assignment for the benefit of creditors without authorization by the Town; (viii) fails to perform the Work in substantial conformity with any material provision of the Contract as determined by the Town; or (ix) fails to perform the Work in a satisfactory manner as determined solely by the Town.

The Town may remedy such noncompliance with Town or contracted forces and terminate the Contract and/or deduct the cost thereof from payments otherwise due the Contractor.

Notice of termination, and the reasons for such, shall be provided in writing by the Select Board, by regular mail to the Contractor's address as stated in this contract. In emergency situations, notice may be provided verbally by the Road Commissioner upon consultation with the Select Board, with written notice mailed or delivered as soon thereafter as practicable.

At its sole option, the Town, in the event that circumstances allow, may provide the Contractor with an opportunity to cure any of the above deficiencies without waiving its right to terminate.

(b) The Town may terminate this Contract for convenience for any reason that is in the best interest of the Town. Such reason may include non-appropriation of funds by the Town Meeting vote. Terminations caused without the fault of and for reasons beyond the control of the Contractor shall be considered terminations for convenience. The Town will notify the Contractor of such terminations by sending a Notice of Termination for Convenience.

In case of a termination for convenience, all work completed as of the date of termination will be paid by prorating by date all remaining amounts payable under this Contract. Contractor agrees it will have no claim for any other amounts including consequential damages, lost profits, or lost opportunity costs.

#### **17. Financial Responsibility.**

The Contractor will be responsible for additional Town expenses incurred in providing replacement snow and ice control in the event contract is terminated for any reason other than convenience; such costs to be deducted from any remaining payments due to Contractor prior to termination of contract.

#### **18. General Provisions.**

(a) Incorporation by Reference: the "Bidding & Contracting Requirements for Contract For Snow & Ice Control", all addenda signed by the Town, and the Contractor's "Bid For Snow & Ice Control Contract" are hereby incorporated herein by reference and made a part of this Contract.

(b) Nondiscrimination. The Contractor agrees to comply with the nondiscrimination and affirmative action provisions at 5 M.R.S.A. § 784 (2), which are hereby incorporated by reference.

(c) Funding. This Contract, including any extensions thereof, is made subject to available budgetary appropriations and shall not create any obligation on behalf of the Town in excess of such appropriations.

(d) Invalidation or unenforceability of one provision or the contract shall not affect the remainder of the contract.

(e) Amendments to this contract may only be made by written agreement of both parties and must be attached to this contract, dated and signed by all parties.

(f) Record Keeping. The Contractor will keep records of all damage reported to the Contractor and provide these records upon request of the Road Commissioner.

#### **19. Certifications.**

By signing below, the Contractor hereby certifies that to the best of the Contractor's knowledge and belief:

1. All of the statements, representations, covenants, and certifications required or set forth in the Contract are still complete and accurate as of the date of this contract.
2. The Contractor knows of no legal, contractual, or financial impediment that prevents Contractor from entering into this Contract.
3. The person signing below is legally authorized by the Contractor to sign and to legally bind the Contractor to the terms of the Contract.

The Contractor, for itself, its successors and assigns, hereby executes two duplicate originals of this Contract and thereby binds itself to all covenants, terms, and obligations contained in the Contract Documents.

8-11-2016  
Date

**CONTRACTOR**

Seth McGee  
Signature of Legally Authorized  
Representative

Seth McGee P.O.A. owner  
Name and Title Printed

**TOWN OF READFIELD**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Select Board Chair

\_\_\_\_\_  
Select Board Vice-Chair

\_\_\_\_\_  
Select Board member

\_\_\_\_\_  
Select Board member

\_\_\_\_\_  
Select Board member

\_\_\_\_\_  
Witness to all signatures

# APPENDIX A - MANDATORY EQUIPMENT

How Many	10+	Dual Axle Dump TRUCK
Make	1995 - 2010	GMC - FORD
Year		
Size (Tons)	22 TON	
Serial #	Available upon Request	
Plow Type (V or blade)	Straight	Blades and V Blades
Plow Width & Height	10' and 3'	
Plow Wing Length (if applicable)	10' long	
Sander Capacity	12 CY	
Adjustable Spreader Feed Rate? (Y/N)	Y	
Min / Max Feed Rates (if known)	N/A	
Application Tech. (ground sensors, etc.)	N/A	
Equipment Notes		

How Many	10+	Single Axle Trucks
Make	GMC	
Year	1995 - 2005	
Size (Tons)	15 TON	
Serial #	Available upon Request	
Plow Type (V or blade)	Blades - straight	w/ wings
Plow Width & Height	10' with	7-8' wings
Plow Wing Length (if applicable)	7-8'	
Sander Capacity	6 C.Y.	
Adjustable Spreader Feed Rate? (Y/N)	Y	
Min / Max Feed Rates (if known)		
Application Tech. (ground sensors, etc.)	N/A	
Equipment Notes		

How Many	10+	1 TON TRUCKS w/plows and Sanders
Make	GMC and FORD	
Year	2000 THRU 2014	
Size (Tons)	1 TON	
Serial #	Available upon Request	
Plow Type (V or blade)	V Blades and Straight Blades	
Plow Width & Height	9' to 10'	
Plow Wing Length (if applicable)	N/A	
Sander Capacity	3 C.Y.	
Adjustable Spreader Feed Rate? (Y/N)	Y	
Min / Max Feed Rates (if known)		
Application Tech. (ground sensors, etc.)	N/A	
Equipment Notes		

Please use additional sheets as necessary



## APPENDIX B - ADDITIONAL EQUIPMENT

How Many	25 + Pickups w/Plows
Make	GMC
Year	2000 - 2015
Size (Tons)	3/4 TON
Serial #	Available upon Request
Plow Type (V or blade)	V Blade + Straight blade
Plow Width & Height	8' - 10'
Plow Wing Length (if applicable)	N/A
Sander Capacity	2 CY when Available
Adjustable Spreader Feed Rate? (Y/N)	Y
Min / Max Feed Rates (if known)	N/A
Application Tech. (ground sensors, etc.)	N/A
Equipment Notes	

How Many	10 + Loaders
Make	CAT, Komatsu
Year	2000 - 2012
Size (Tons)	N/A
Serial #	Available upon Request
Plow Type (V or blade)	Straight Blade & needle
Plow Width & Height	12'
Plow Wing Length (if applicable)	12'
Sander Capacity	N/A
Adjustable Spreader Feed Rate? (Y/N)	N/A
Min / Max Feed Rates (if known)	N/A
Application Tech. (ground sensors, etc.)	N/A
Equipment Notes	

How Many	
Make	
Year	
Size (Tons)	
Serial #	
Plow Type (V or blade)	
Plow Width & Height	
Plow Wing Length (if applicable)	
Sander Capacity	
Adjustable Spreader Feed Rate? (Y/N)	
Min / Max Feed Rates (if known)	
Application Tech. (ground sensors, etc.)	
Equipment Notes	

Please use additional sheets as necessary

\*\*\* End Snow & Ice Control Contract \*\*\*

**APPENDIX C - SAMPLE COMPARATIVE MATRIX**

<b>Contractor</b>	<b>Cost</b>	<b>Corporate Experience</b>	<b>Personnel Experience</b>	<b>Equipment List</b>	<b>Previous Experience with Readfield</b>
<b>A</b>					
<b>B</b>					
<b>C</b>					
<b>D</b>					
<b>E</b>					

- Please See Attachment A.

# ATTACHMENT A

## CORPORATE EXPERIENCE IN SNOW AND ICE REMOVAL

CONTRACTED CUSTOMER	COST	CORPORATE EXPERIENCE	PERSONAL EXPERIENCE	EQUIPMENT LIST	PREVIOUS EXPERIENCE WITH READFIELD
Bureau of General Services	\$400,000	Yes	No	5 Loaders, 5 Pickups, 1 Skid Steer, Single Axle sand Truck	
Town of Farmingdale	\$220,000	Yes	No	2 Single axle Plow/Wing Trucks, 2 Dual axle Plow/Wing Trucks	
Town of Chelsea	\$160,000	Yes	No	3 Single axle Plow/Wing Trucks, 1 ton Plow/Wing Truck	
Town of Readfield	\$260,000	Yes	No	2 Dual axle Plow/Wing Trucks, 2 Single Axle Plow/Wing Trucks, 1 ton with Plow	Yes, we have plowed/sanded the Town of Readfield over the last 4 years
Maine General Medical Center	\$112,500	Yes	No	2 Loaders, 2 Pickups with plows	

August 5, 2016

Town of Readfield  
8 Old Kents Hill Road  
Readfield, ME 04355

RE: Steve McGee Construction, LLC.

Dear Mr. Dyer,

We have been the bonding for Steve McGee Construction since 1993. We currently utilize Boston Indemnity Company for their surety needs. Boston Indemnity Company has supported single projects in the \$4,000,000 range, with an aggregate backlog on the \$6,000,000 range. There is no question that Steve McGee Construction will be able to meet the bonding requirements for Snow & Ice Control in the Town of Readfield for the length of the contract. Please feel free to contact me should you require any further information regarding this valued account.

Sincerely,



Todd Darby Erickson  
Account Executive

# MCGEE CONSTRUCTION

McGee - Supplemental - 1  
8/15/16

Commercial/Residential Site-work  
Trucking Paving Carpentry  
Gravel Sand Stone Loam  
Tank Installation & Removals  
Concrete Forestry Surveying  
Land Development & Sales

An Equal Opportunity Employer  
537 High Street, W. Gardiner, Maine 04345 Phone: (207) 582-8810 Fax: (207) 582-8847  
[www.mcgeeconstruction.com](http://www.mcgeeconstruction.com)

## References

Town of Farmingdale	\$220,000	Bill Rogers, Road Comm.	207-215-7844
Town of Chelsea	\$160,000	Scott Tilton, Road Comm.	207-582-4802
Town of Readfield	\$260,000	Eric Dyer, Road Comm.	
Bureau of General Services, State of Maine	\$400,000	Dick Gates, Maintenance Manager	207-287-4157
Turnpike Mall	\$100,000	Derek Allee, Maintenance Manager	207-504-4113

# McGEE CONSTRUCTION

McGee Supplemental - 2  
8/15/16

Commercial/Residential Site-work  
Trucking Paving Carpentry  
Gravel Sand Stone Loam  
Tank Installation & Removals  
Concrete Forestry Surveying  
Land Development & Sales

An Equal Opportunity Employer  
537 High Street, W. Gardiner, Maine 04345 Phone: (207) 582-8810 Fax: (207) 582-8847  
[www.mcgeeconstruction.com](http://www.mcgeeconstruction.com)

## Proposed Personnel for Town of Readfield 2016-2017 Winter

### **Michael Real- 1 Ton with Sander**

- 30 plus years of Snow plowing experience
- Plowed the Town of Readfield over the last four years
- Plowed Turnpike Mall for 20+ years in pickup and loader

### **Travor Robinson- Dual Axle Plow and Wing**

- 10+ years of Plowing Experience
- Plowed the Town of Readfield over the last four years
- Has operated a plow and wing truck every winter over the last 10 years
- Operates tri-axle dump all year long

### **Lenny Reay Jr.- Single axle Plow and Wing**

- 10+ Years of Plowing Experience
- Plowed the Town of Readfield over the last four years

### **Trevor Berry- Dual Axle Plow and Wing**

- 10+ Years of Plowing Experience
- Plowed the Town of Readfield over the last four years
- Has operated a Plow and Wing over the last ten years for McGee Construction at various Town locations

### **Travis Benner- Single or Dual axle Plow and Wing**

- 10+ Years of Plowing Experience
- Plowed the Town of Readfield for 2 years before moving to another town as our Lead man
- Has operated a plow and wing or loader every winter over the last 10 years for McGee Construction.

### **Mike McGee- Snowplowing Manager**

- 10+ Years of Plowing Experience
- Has been the snowplowing manager for McGee Construction for 7 Years

Readfield Town Manager Evaluation  
Proposed process 3/17/16 for initial 6 month review after hire

The goal of this review is to provide initial evaluative communication between the Select Board and Town Manager on a formal basis. The features of this particular evaluation are as follows:

- This is an initial 6 month review
- This is a template for future intermediate non-annual reviews to be given at halfway points (6 months) between annual reviews
- The intermediate process is briefer than an annual review but informative and useful
- The intermediate process will help inform a more thorough annual process
- The intermediate process provides informative direction and helpful feedback to the Town Manager
- The intermediate process provides the Select Board with useful feedback from Town Manager regarding work direction management and challenges

The evaluation format of the intermediate is as follows:

- This intermediate evaluation primarily consists of an oral feedback exchange
- A written single page evaluation form will be used to guide feedback
- The intermediate evaluation is a focused Board and Manager discussion but builds the basis for a 360 degree annual review.

The review process for intermediate and annual reviews observes the following guidelines:

- Reviews are made in the best interest of the larger community with both openness and confidentiality as appropriate
- The community is aware of how the evaluation process is implemented
- The Board speaks with one voice to the Manager striving for consensus feedback but informing the Manager of ranges of feedback if necessary
- Written reviews are appropriately filed

**Town of Readfield**

**Six Month Town Manager Intermediate Review – Initial following hire**

Process: Select Board will complete this form in Executive Session together and present it confidentially to the Town Manager in advance of a second Executive Session which includes the Manager to discuss and engage in two-way feedback. The Board may revise its evaluation based on this discussion. The community is informed that the six month review has been completed and a general characterization of the review is shared.

Because this intermediate review process is meant to inform a more in-depth annual process, direction will also be summarized or planned at this review regarding the greater scope of the annual process both in specific evaluative items and a broader range of indicators.

Each of the following areas are rated with the following indicators and characterized with examples and/or observations.

**Indicators:**

1. Additional Focus Needed
  2. Direction Supports Expectations
  3. Expectations Achieved or Exceeded
- Public Service – citizen relations, communications
  - Personnel – hiring, managing, staff relations
  - Financial – fiscal management, budgeting, budget execution, communication
  - Physical Assets – maintenance, planning
  - External Relations – contractors, community engagement, resource development
  - Professional – conduct, policy development and observation
  - Governance – Board/Committee relations and support; technical/professional advice
  - Flexibility – reactivity and pro-activity
  - Vision – long term planning, resource development, community betterment, innovation
  - Personal – work habits, communication, inclusiveness, initiative, relationship building

**Additional Feedback**



# **FUTURE AGENDA ITEMS**

## **Appendix A**

### **Future Agenda Items - Proposed DRAFT**

#### **September**

Emergency Operations Plan (EOP) review. - 15 minutes  
Town Manager Review and Contract  
GA maximums  
Automotive graveyard permits

#### **October**

Annual Chairs Meeting  
Potential Parks / Town Property Committee  
Investments recap with Sam Tippet

#### **Future Meetings:**

Revision to SWRC Interlocal Agreement  
Safety and access issues on Church Road  
Record Retention Policy  
Consider the framework for a Technology Plan

#### **Upcoming Workshops:**

Appeal / hearing process workshop  
Personal Property Taxes

#### **Ongoing Goals:**