

**Town of North Yarmouth  
Select Board Meeting Agenda  
Tuesday, August 28, 2018  
6:00PM - Town Office Meeting Room**

**I. Call to Order**

**II. Executive Session** - Consultation with Town Attorney MRSA Title 1 § 405 § 6(E).

**III. Minutes of Previous Meeting(s)**

- June 19, 2018 Revised
- July 17, 2018 Revised
- August 7, 2018

**IV. Public Comment - Non-Agenda Items**

Comments regarding issues, concerns, commendations or matters of general public information are welcome. Individuals shall have three (3) minutes to speak and be asked to state their name & legal residence. The public is encouraged when commenting or expressing points of view about an individual(s) that they do so in a respectful and constructive manner. Topics relating to personnel or personnel matters cannot be acknowledged.

**V. Management Reports & Communications**

- Town Manager's Report

**VI. Old Business**

- Wescustogo Hall & Community Center Project Updates
  - Project Bid Results
  - Groundbreaking Ceremony
  - Performance Bond
  - Maxtrix Update

**VII. New Business**

None.

**VIII. Accounts Payable - Review & Approval**

- Accounts Payable

**IX. Any Other Business**

(Board communications of written, electronic, or verbal information to include but not limited to pending or future agenda meeting topics.)

**X. Adjournment**

**REMINDERS TO THE ATTENDING PUBLIC:** Please mute all digital devices; Select Board meetings are open to the public, but the public may not speak unless recognized by the Chairperson first.

---

## **EXECUTIVE SESSION**

### **Permitted Deliberations – Consultations with Attorney**

#### **MOTION:**

**To move that the Select Board in accordance with our roles and responsibilities enter into executive session with town attorney Shana Cook Mueller and Town Manager, Rosemary Roy pursuant to MRSA Title 1 § 405 § 6(E).**

The following 5 pages represent information provided to previous Boards relating to the subject of Personal Property and considered documents of public record and not confidential.

## Title 36: TAXATION, Part 2: PROPERTY TAXES, Chapter 105: CITIES AND TOWNS, Subchapter 3: PERSONAL PROPERTY TAXES

### §601. Personal property; defined

Personal property for the purposes of taxation includes all tangible goods and chattels wheresoever they are and all vessels, at home or abroad.

MMA Municipal Officer's Manual - Chapter 8 - Assessing (better defined)

An inventory is made of all taxable property, both real (land and buildings) and personal (tangible commercial property and tangible noncommercial properties not affixed to the ground and over \$1,000 in value, and non-excised vehicles or vehicular machinery) which is liable to taxation.

## Title 36: TAXATION, Part 2: PROPERTY TAXES, Chapter 105: CITIES AND TOWNS, Subchapter 4: EXEMPTIONS

**§655. Personal property** - The following personal property is exempt from taxation:

### 1. Personal property.

A. Industrial inventories including raw materials, goods in process and finished work on hand; [1973, c. 592, §13 (RPR).]

B. Stock-in-trade, including inventory held for resale by a distributor, wholesaler, retail merchant or service establishment. "Stock-in-trade" also includes an unoccupied manufactured home, as defined in Title 10, section 9002, subsection 7, paragraph A or C, that was not previously occupied at its present location, that is not connected to water or sewer and that is owned and offered for sale by a person licensed for the retail sale of manufactured homes pursuant to Title 10, chapter 951, subchapter 2; [2005, c. 652, §1 (AMD); 2005, c. 652, §3 (AFF).]

C. Agricultural produce and forest products, including logs, pulpwood, woodchips and lumber; [1973, c. 592, §13 (RPR).]

D. Livestock, including farm animals, neat, cattle and fowl; [1973, c. 592, §13 (RPR).]

E. The household furniture, including television sets and musical instruments of each person in any one household; and his wearing apparel, farming utensils and mechanical tools necessary for his business; [1973, c. 592, §13 (RPR).]

F. All radium used in the practice of medicine; [1973, c. 592, §13 (RPR).]

G. Property in the possession of a common carrier while in interstate transportation or held en route awaiting further transportation to the destination named in a through bill of lading; [1973, c. 592, §13 (RPR).]

H. Vessels built, in the process of construction, or undergoing repairs, which are within the State on the first day of each April and are owned by persons residing out of the State. "Vessels" as used in this paragraph shall not be construed to include pleasure vessels and boats; [1973, c. 592, §13 (RPR).]

I. Pleasure vessels and boats in the State on the first day of each April whose owners reside out of the State, and which are left in this State by the owners for the purpose of repair or storage, except those regularly kept in the State during the preceding year; [1973, c. 592, §13 (RPR).]

J. Personal property in another state or country and legally taxed there; [1973, c. 592, §13 (RPR).]

K. Vehicles exempt from excise tax in accordance with section 1483; [1973, c. 592, §13 (RPR).]

L. Registered snowmobiles as defined in Title 12, section 13001, subsection 25; [2003, c. 414, Pt. B, §49 (AMD); 2003, c. 614, §9 (AFF).]

M. All farm machinery used exclusively in production of hay and field crops to the aggregate actual market value not exceeding \$10,000, excluding motor vehicles. Motor vehicle shall mean any self-propelled vehicle; [1977, c. 263, (AMD).]

N. Water pollution control facilities and air pollution control facilities as defined in section 656, subsection 1, paragraph E; [2005, c. 652, §1 (AMD); 2005, c. 652, §3 (AFF).]

O. All beehives; [1973, c. 788, §182 (RPR).]

P. All items of individually owned personal property with a just value of less than \$1,000, except:

(1) Items used for industrial or commercial purposes; and

(2) Vehicles as defined in section 1481 that are not subject to an excise tax; [2007, c. 627, §23 (AMD).]

Q. [1983, c. 777, §3 (RP).]

R. [1983, c. 632, Pt. A, §5 (RP); 1983, c. 632, Pt. B, §5 (RP).]

S. Mining property as provided in section 2854; and [2005, c. 652, §1 (AMD); 2005, c. 652, §3 (AFF).]

T. Trail-grooming equipment registered under Title 12, section 13113. [2005, c. 652, §1 (NEW); 2005, c. 652, §3 (AFF).]

### Personal Property Taxes: Can We Legally Opt Out?

#### Maine Townsman - July, 2014

Question: We've heard of some towns simply deciding not to assess personal property taxes. Is this a legal option?

Answer: Absolutely not! Neither a municipal legislative body (town meeting or town or city council) nor municipal assessors may opt out of assessing any personal property otherwise taxable under State law. Such a decision would be ultra vires (beyond their legal authority). If it were made by the legislative body, it would have no binding effect on assessors, who are public officers bound by State law. If made by assessors themselves, it would be a breach of their oath to enforce the law.

The reason is that the Maine Constitution expressly reserves to the Legislature alone the power of taxation (see Art. IX, § 9). Thus, there is no municipal "home rule" to exempt any kind or amount of personal property that is taxable under State law (see, e.g., Thorndike v. Inhabitants of Camden, 82 Me. 39 (1889)). The same goes for real estate and excise taxes too.

The absence of any authority to deviate from State tax law does not mean there are no local options under the law, however. In fact there are several, but these are the only ones:

- Municipalities may exempt active duty military personnel from vehicle excise taxes (see 36 M.R.S.A. § 1483-A).
- Municipalities may, under limited circumstances, refund excess vehicle excise tax credits (see 36 M.R.S.A. § 1482(5)(D)).
- Municipalities may allow seniors to work-off up to \$750 in taxes on their homes by doing municipal volunteer work (see 36 M.R.S.A. § 6232(1-A)).
- Municipalities may allow seniors to defer taxes on their homes until death or the property is transferred or no longer occupied by them (see 36 M.R.S.A. § 6271).
- And municipalities may fund local property tax assistance programs (see 36 M.R.S.A. § 6232(1)).

Each of these options requires an ordinance enacted by the municipal legislative body, and there are other requirements too.

**Title 36: TAXATION**  
**Part 2: PROPERTY TAXES**  
**Chapter 105: CITIES AND TOWNS**  
**Subchapter 4: EXEMPTIONS**

## §655. Personal property

***The following personal property is exempt from taxation:***

### **1. Personal property.**

A. Industrial inventories including raw materials, goods in process and finished work on hand; [1973, c. 592, §13 (RPR).]

B. Stock-in-trade, including inventory held for resale by a distributor, wholesaler, retail merchant or service establishment. "Stock-in-trade" also includes an unoccupied manufactured home, as defined in Title 10, section 9002, subsection 7, paragraph A or C, that was not previously occupied at its present location, that is not connected to water or sewer and that is owned and offered for sale by a person licensed for the retail sale of manufactured homes pursuant to Title 10, chapter 951, subchapter 2; [2005, c. 652, §1 (AMD); 2005, c. 652, §3 (AFF).]

C. Agricultural produce and forest products, including logs, pulpwood, woodchips and lumber; [1973, c. 592, §13 (RPR).]

D. Livestock, including farm animals, neat, cattle and fowl; [1973, c. 592, §13 (RPR).]

E. The household furniture, including television sets and musical instruments of each person in any one household; and his wearing apparel, farming utensils and mechanical tools necessary for his business; [1973, c. 592, §13 (RPR).]

F. All radium used in the practice of medicine; [1973, c. 592, §13 (RPR).]

G. Property in the possession of a common carrier while in interstate transportation or held en route awaiting further transportation to the destination named in a through bill of lading; [1973, c. 592, §13 (RPR).]

H. Vessels built, in the process of construction, or undergoing repairs, which are within the State on the first day of each April and are owned by persons residing out of the State. "Vessels" as used in this paragraph shall not be construed to include pleasure vessels and boats; [1973, c. 592, §13 (RPR).]

I. Pleasure vessels and boats in the State on the first day of each April whose owners reside out of the State, and which are left in this State by the owners for the purpose of repair or storage, except those regularly kept in the State during the preceding year; [1973, c. 592, §13 (RPR).]

J. Personal property in another state or country and legally taxed there; [1973, c. 592, §13 (RPR).]

K. Vehicles exempt from excise tax in accordance with section 1483; [1973, c. 592, §13 (RPR).]

L. Registered snowmobiles as defined in Title 12, section 13001, subsection 25; [2003, c. 414, Pt. B, §49 (AMD); 2003, c. 614, §9 (AFF).]

M. All farm machinery used exclusively in production of hay and field crops to the aggregate actual market value not exceeding \$10,000, excluding motor vehicles. Motor vehicle shall mean any self-propelled vehicle; [1977, c. 263, (AMD).]

N. Water pollution control facilities and air pollution control facilities as defined in section 656, subsection 1, paragraph E; [2005, c. 652, §1 (AMD); 2005, c. 652, §3 (AFF).]

O. All beehives; [1973, c. 788, §182 (RPR).]

P. All items of individually owned personal property with a just value of less than \$1,000, except:

(1) Items used for industrial or commercial purposes; and

(2) Vehicles as defined in section 1481 that are not subject to an excise tax; [2007, c. 627, §23 (AMD).]

Q. [1983, c. 777, §3 (RP).]

R. [1983, c. 632, Pt. A, §5 (RP); 1983, c. 632, Pt. B, §5 (RP).]

S. Mining property as provided in section 2854; and [2005, c. 652, §1 (AMD); 2005, c. 652, §3 (AFF).]

T. Trail-grooming equipment registered under Title 12, section 13113.



## Town of North Yarmouth Assessing Department

10 Village Square Rd, North Yarmouth, ME 04097

e: [assessor@northyarmouth.org](mailto:assessor@northyarmouth.org)

ph: 207-829-3705 Ext 5

Visit Fridays 8-10 or by appointment

Re: Personal Property in North Yarmouth  
10/28/2016

Dear Select Board,

I am writing regarding Town policy on personal property taxation. As you most likely know, State Law allows municipalities to tax personal property at the same rate as real estate, and North Yarmouth currently does so. However, I believe that it is in the Town's best interest to cease this practice for the foreseeable future.

While for some towns, personal property tax is a large revenue source and a vital part of budgeting; this is not the case in North Yarmouth. In the absence of large businesses that help suppress the tax rate for everyone, the personal property tax serves more as a nuisance and deterrent to local business, creating ill will towards town government and generating needless busywork for town employees. In addition, the State law and implementation of personal property taxation is outdated, tortuous, and, in my opinion, unfair and impossible with current resources to evenly enforce. Removing personal property tax in North Yarmouth may spur an in-town increase in small business development, increase public opinion of the Town, and save staffing resources, while causing little change in the average tax bill and negligible repercussions from State officials.

A little light on the disadvantages and inequities of the program:

Personal property is assessed to businesses, who voluntarily submit lists of their furniture & fixtures, machinery & equipment, and computer & electronics that they own for use in their trade. Many businesses do not file or file dishonestly, creating a disadvantage for those businesses that do choose to declare properly. While the Assessor may make estimates or do field visits to dispute or supplement missing or incomplete declarations, this is not feasible or cost effective at my current budgeted hours.

Meanwhile, instead of simplifying or removing personal property tax, the State has introduced exemption & reimbursement programs that a business must file yearly to see any benefit. These programs involve forms that many small business owners feel are too complicated or simply do not have the resources to process yearly, whereas most big corporations have dedicated tax representatives to perform just such tasks. This results in big businesses being shielded and small businesses being burdened, which is opposite to the intended purpose of the programs. Furthermore, the reimbursement and exemption programs are paid for through the State Tax, meaning that the burden of taxes is shifted back on to real estate owners.

All this results in negative blowback towards the town as a handful of small businesses try to comply with a burden that their less civic minded competitors choose not to submit to, with little monetary gain to the Town. North Yarmouth's total valuation of taxable real estate for April 1<sup>st</sup>, 2016 was just over **421 million dollars**. Meanwhile, the total valuation of taxable declared personal property was just over **4 million dollars**. In

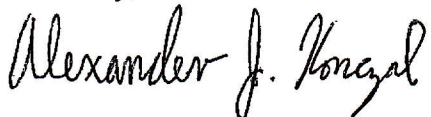
other words, personal property was worth just **.94%** of our Town Valuation; alternately, we can say that it makes up **\$0.17** of our **\$17.62** tax rate.

In contrast, I spend far more than 1% of my contract hours for the town dealing with personal property. Helping businesses complete forms, generating and mailing new forms to be used, updating depreciation forms and managing accounts, dealing with information calls from tax reps disputing figures they themselves previously supplied in their declarations, processing exemption and reimbursement forms (which provide no benefit to the town), arguing the legality of the program – hours of my day spent all for individual accounts that tend to be comparable in tax value to a decent shed, on average.

It may be argued that because it is State Law, the Town MUST assess personal property. However, while it is true in theory, it is not so in practice. I have spoken with the Maine Revenue Service representative who serves North Yarmouth, and he has said that many towns do not assess personal property, and that there is no real consequence for choosing to not do so. He stated that the State understands that towns do not always have the resources to run a personal property taxation program, and that while a town has many legal means of procuring revenue, the State is not engaged in ensuring that every town use all of them.

If we eliminate personal property in North Yarmouth, I will have more time to focus on providing service to real estate owners in town, small businesses will be more at home here, we will no longer have to try to enforce a flawed program with unfair and unequal results, and the negative repercussions will be minimal, both financially and legally. I suggest we take this action now.

Sincerely,



Alex Konczal, CMA  
North Yarmouth Tax Assessor

**Town of North Yarmouth  
Select Board  
Meeting Minutes of Tuesday, November 1, 2016**

**I. Call to Order**

Members Present: Jeanne Chadbourne, Alex Carr, Paul Napolitano, Anne Graham & Peter Lacy. Town Manager Rosemary Roy was also present.

**II. Minutes of Previous Meeting(s)**

Selectman Napolitano moved to approve meeting minutes of October 18, 2016. Selectman Lacy seconded the motion. Discussion: Selectman Carr & Lacy pointed out a couple of corrections. **Vote: 4-Yes 0-No 1-Abstention (Selectperson Graham).**

**III. Special Presentation- Personal Property Assessments- Alex Konczal, Town Assessor**

Town Assessor Alex Konczal addressed the Board with a recommendation to do away with Personal Property Assessments. He presented to the Board an overview of what Personal Property is and why he feels as though it is not necessary for North Yarmouth to continue to collect it. Selectman Carr made a recommendation to move the New Business item up on the agenda.

**New Business (Taken Out of Order)**

Personal Property Tax: Selectman Carr moved to rescind the Personal Property Tax beginning in Fiscal Year 2018. Chairperson Chadbourne seconded the motion. Selectperson Graham requested something gets sent out to citizens regarding eliminating the Personal Property Tax. The Board discussed the Personal Property Tax further. **Vote: 4-Yes 0-No 1-Abstention (Selectman Lacy).**

**IV. Public Comment-Non-Agenda Items**

None.

**V. Management Reports & Communications**

Town Manager's Report: "The Town Manager provided the Board with a brief summary of her report which contained recent town and departmental activities."

Town Manager asked that the Board appoint new member Chris Cabot to the Comprehensive Plan Committee. Chairperson Chadbourne stated they would take it up in New Business.

Selectman Napolitano inquired about the PDI report and the School districts interest in the Memorial School. Selectman Carr moved to request that the Town Manager write a letter to the Superintendent's Office inquiring about any further interest in using the Memorial School in the foreseeable future. Selectman Napolitano seconded the motion. Discussion: The Board discussed getting a definite answer from the Superintendent's Office. **Vote: 4-Yes 1-No (Selectperson Graham).**

**VI. Old Business**

GIS Selection: Code Enforcement Officer Ryan Keith presented to the Board his selection for GIS. He showed the Board other communities that are using CAI and explained how beneficial it would be for the Town to contract with them. Selectman Carr moved to approve the Town Manager to contract with CAI for GIS. Selectman Lacy seconded the motion. Discussion: None. **Vote: 5-Yes 0-No.**



**VII. New Business**

Appointment of the Comprehensive Plan Committee: Selectperson Graham moved to approve Chris Cabot's application to the Comprehensive Plan Committee. Selectman Lacy seconded the motion. Discussion: None. **Vote: 5-Yes 0-No.**

**VIII. Accounts Payable – Review & Approval**

Selectman Carr moved to approve the accounts payable of \$387,747.61. Selectman Lacy seconded the motion. Discussion: Selectman Napolitano inquired about a couple of account payable items. Selectperson Graham inquired about an accounts payable item. **Vote: 3-Yes 2-No (Selectman Carr & Selectman Napolitano).**

**IX. Any Other Business**

Selectperson Graham thanked the Board for allowing her to miss the last meeting.

Chairperson Chadbourne congratulated the girls Volleyball team.

**X. Adjournment**

Selectman Carr moved to adjourn.

Melissa Henes  
ASC II- Recording Secretary

Select Board

\_\_\_\_\_  
Jeanne Chadbourne, Chairperson

\_\_\_\_\_  
Alex Carr, Vice Chairperson

\_\_\_\_\_  
Anne Graham

\_\_\_\_\_  
Paul Napolitano

\_\_\_\_\_  
Peter Lacy

**Town of North Yarmouth  
Select Board  
Meeting Minutes of June 19, 2018**

**Call to Order**

Members Present: Jeanne Chadbourne, Jennifer Speirs & Stephen Morrison. Anne Graham was absent with notification. Town Manager Rosemary Roy was also present.

**Special Presentation**

Dixie Hayes on behalf of the NY School Fund Trustees, with the help of the Select Board drew three winners of \$200 scholarships, Rachael St Pierre, Brandon George and Joshua Hared. The School Fund Trustees will draw alternates in the event that the winners do not accept the scholarship. Dixie also thanked everyone involved in the town flash mob after the Greely Graduation.

**Minutes of Previous Meeting(s)**

The Select Board agreed to table the Meeting Minutes of 6/5/18 until their next meeting on 7/3/18.

**Public Comment - Non-Agenda Items**

Donna Palmer of Mountfort Road, representing the Events Committee – Concert on the Green is Sunday 6/24 @ 6PM featuring the Pan-Fried Steel Band.

Steve Palmer of Mountfort Road - The radio-controlled exhibition has been cancelled due to participants backing out. LWNYS is working on rescheduling the event.

**Management Reports & Communications:**

Town Manager's Report:

Highlights:

- Congratulations to the Select Board, the Wescustogo Building & Design Committee, town staff, and especially the residents of North Yarmouth on Tuesday's passing the new Wescustogo Hall & North Yarmouth Community Center.
- Recently there have been notifications received from ecomaine regarding the need to tighten recycling efforts due to China's recent decision to no longer accept recycling materials from the U.S. Over the next couple of months, I will be working with ecomaine to design a new way to educate the community on improving recycling practices.
- We are process of conducting annual Performance Evaluations of town staff which will conclude at the end of this month.
- The PWD has taken down the warped post and sign on Route 9 (coming from Cumberland) and will be replacing it with a new post soon. We will be looking at the costs of different posts, i.e., hard plastic, metal, stone for future replacement of the wood posts.

**Old Business**

Living Well in North Yarmouth - Letter of Support - 2nd Review: Chairperson Speirs moved to accept the letter of support for the Living Well in North Yarmouth Committee as drafted. Selectperson Chadbourne seconded the motion. Discussion: None. Vote: 3 Yes – 0 No.

Keep NY Warm Policy 2nd Review: Selectperson Chadbourne moved to accept updates to the Keep NY Warm Policy as presented. Selectperson Morrison seconded the motion. Discussion: None. Vote: 3 Yes – 0 No.

Wescustogo Hall & Community Center Project: Town Manager Roy proposed that Ryan Keith be

appointed as the Owners Representative for the project, The Select Board agreed.

Town Manager Roy proposed a new Bonding avenue to the Select Board that would save approximately \$300,000 over the course of the bond and be more flexible for the town. The bonding company will be presenting to the board at the July 3<sup>rd</sup> meeting.

### **New Business**

Town Manager's Contract Renewal: Selectperson Morrison moved to accept the contract renewal as presented, with one date change in section 3C. Selectperson Chadbourne seconded the motion.

Discussion: None. **Vote: 3 Yes - 0 No.**

### **Accounts Payable – Review & Approval**

Chairperson Speirs moved to accept the accounts payable Warrants 52 & 53 in the amount of \$657,461.37. Selectperson Chadbourne seconded the motion. Discussion: None. **Vote: 3 Yes - 0 No.**

### **Other Business**

Selectperson Morrison would like to continue with Keeping It Simple but hold it once a month. The Select Board will decide the new schedule at their next meeting.

### **Adjournment**

Chairperson Speirs moved to adjourn.

Ashley P. Roan  
Recording Secretary

Select Board

\_\_\_\_\_  
Jennifer Speirs, Chair

\_\_\_\_\_  
Jeanne Chadbourne, Vice Chair

\_\_\_\_\_  
Anne Graham

\_\_\_\_\_  
Stephen Morrison

**Town of North Yarmouth  
Select Board  
Meeting Minutes of July 17, 2018**

**Call to Order**

Members Present: Jennifer Speirs, Stephen Morrison, Anne Graham, William Whitten, and James Moulton. Town Manager Rosemary Roy was also present.

**Special Presentation**

The Select Board presented Jeanne Chadbourne with a token of their appreciation for her service to the Town of North Yarmouth.

**Minutes of Previous Meeting(s)**

Not available, the Select Board agreed to table these until the next meeting on August 7, 2018.

**Public Comment - Non-Agenda Items**

None.

**Management Reports & Communications:**

Town Manager's Report:

Highlights:

- The Assistant Town Manager has confirmed a voting venue for the upcoming year with the Church of Latter-day Saints. The Town Manager will also be looking for a temporary site for the November summit.
- Living Well in North Yarmouth will be sponsoring once again the North Yarmouth Kite Festival on October 6th with the added addition of drone demonstrations. This will be held at the Old Town House Park.

**Old Business**

Wescustogo Hall & Community Center Project

- It was brought up at the last Barrett Made construction meeting that it is possible to cut and re-use the concrete pad for a patio. Chairperson Speirs moved to demo the concrete pad as originally planned. Vice Chairperson Morrison seconded the motion. Discussion: Selectperson Moulton would like to keep an option available for a local company to come, demo the slab and take it in order to cut down on construction costs. **Vote: 5 Yes – 0 No.**
- Barrett Made contract review: The Town Manager presented the Select Board with a new contract provided by the town's attorney which is designed specifically for municipal use in construction projects. In addition to the items discussed at the 7/3/18 meeting, the Select Board agreed to ask Barrett Made for a Performance Bond on the design of the WH&CC. The Select Board discussed liquidated damages and agreed that they would like to be strict on the completion date yet give reasonable leeway in cases of acts of God, unforeseen circumstances and the like. Chairperson Speirs moved to authorize the Town Manager to sign the Barrett Made contract once reviewed and approved by both parties' and their respective attorneys; The contract is to include all items discussed and agreed upon by the Select Board. Vice Chairperson Morrison seconded the motion. Discussion: None. **Vote: 5 Yes – 0 No.**

**New Business**

Annual Appointments of Town Officials: Town Manager Rosemary Roy read off her list of appointed officials to the Select Board. The Select Board gave the Town Manager a courtesy consensus.

### Annual Appointments of Boards & Committees:

- Selectperson Whitten moved to approve the Select Board Appointments for a term of one (1) year. Selectperson Graham moved to second the motion. Discussion: None. **Vote: 5 Yes - 0 No.**
- Chairperson Speirs moved to approve the Committee Appointments for the Board of Assessment Review, Parks & Recreation, Shellfish Conservation Commission, Planning Board and Zoning Board of Appeals. Selectperson Graham moved to second the motion. Discussion: None. **Vote: 5 Yes - 0 No.**
- Chairperson Speirs moved to approve the appointment to the Economic Development & Sustainability Committee, Katie Murphy to a term of 1 year, Diane Morrison to a term of 2 years and Amy Horstmann to a term of 3 years. Vice Chairperson Morrison seconded the motion. Discussion: None. **Vote: 5 Yes - 0 No.**
- Chairperson Speirs moved to approve the appointment to the Wescustogo Hall Committee, Clark Baston to a term of 2 years, Linc Merrill to a term of 3 years and Blaine Barter to a term of 2 years. Selectperson Whitten seconded the motion. Discussion: None. **Vote: 5 Yes - 0 No.**
- Chairperson Speirs moved to approve the appointments as read to the north Yarmouth School Fund Committee for 5-year terms. Selectperson Graham seconded the motion. Discussion: None. **Vote: 5 Yes - 0 No.**
- Chairperson Speirs moved to approve the appointments as read to the Recreation Advisory Committee for 2-year terms and the PM Library Advisory Board for a 1-year term. Selectperson Moulton seconded the motion. Discussion: None. **Vote: 5 Yes - 0 No.**
- Chairperson Speirs moved to approve the appointments to the Communications Advisory Committee, Events Committee, Flag Committee and Living Well in North Yarmouth as read. Selectperson Graham seconded the motion. Discussion: None. **Vote: 5 Yes - 0 No.**
- Chairperson Speirs moved to approve the appointments as read to the Comprehensive Plan Committee with a term ending 12/31/18. Selectperson Whitten seconded the motion. Discussion: None. **Vote: 5 Yes - 0 No.**
- Chairperson Speirs moved to approve the appointments to the Wescustogo Hall Fundraising Committee for a 2-year term. Selectperson Whitten seconded the motion. Discussion: None. **Vote: 5 Yes - 0 No.**
- The members of the Select Board volunteered for three boards and committees; Jennifer Speirs to the Recreation Advisory Board, Anne Graham and Jim Moulton to the Joint Standing committee, William Whitten and Steve Morrison to the Wescustogo Hall Committee.
- Selectperson William Whitten volunteered to serve on GPCOG's Advocacy Committee on behalf of the Select Board.

### Committee Charges:

- Chairperson Speirs moved to accept the committee charges as presented, including the Wescustogo Hall Fundraising Committee to have 5 members. Selectperson Moulton seconded the motion. Discussion: None. **Vote: 5 Yes - 0 No.**

Tax Collector's Settlement - FY16: Selectperson Whitten moved to accept the tax collector's settlement as presented. Selectperson Moulton seconded the motion. Discussion: None. **Vote: 5 Yes - 0 No.**

### Accounts Payable – Review & Approval

Chairperson Speirs moved to accept the FY18 accounts payable Warrants 57 in the amount of \$124,901.67. Selectperson Whitten seconded the motion. Discussion: None. **Vote: 5 Yes - 0 No.**

Chairperson Speirs moved to accept the FY19 accounts payable Warrants 1 & 2 in the amount of \$702,963.32. Selectperson Moulton seconded the motion. Discussion: None. **Vote: 5 Yes - 0 No.**

**Other Business**

Chairperson Speirs and Town Manager Roy have been in talks with Alan Sterns of The Royal River Conservation Trust regarding tying access to Knights Pond into the Grover Proposal. Alan would like to speak to the Select Board when more details are ironed out. Chairperson Speirs will keep the Board updated on the progress.

**Adjournment**

Chairperson Speirs moved to adjourn.

Ashley P. Roan  
Recording Secretary

Select Board

\_\_\_\_\_  
Jennifer Speirs, Chair

\_\_\_\_\_  
Stephen Morrison, Vice Chair

\_\_\_\_\_  
Anne Graham

\_\_\_\_\_  
William Whitten

\_\_\_\_\_  
James Moulton

**Town of North Yarmouth  
Select Board  
Meeting Minutes of August 7, 2018**

**Call to Order**

Members Present: Jennifer Speirs, Stephen Morrison, William Whitten & James Moulton. Anne Graham was absent with notification. Town Manager Rosemary Roy was also present.

**Minutes of Previous Meeting(s)**

Chairperson Speirs moved to table the minutes of June 19, 2018. Vice Chairperson Morrison seconded the motion. Discussion: None. **Vote: 4 Yes - 0 No.**

Selectperson Whitten moved to accept the minutes of July 3, 2018. Vice Chairperson Morrison seconded the motion. Discussion: None. **Vote: 4 Yes - 0 No.**

Selectperson Whitten moved to accept the minutes of July 17, 2018. Chairperson Speirs seconded the motion. Discussion: There is a typo on the vote counts under new business. The Barrett Made contract review section needs to be revised to reflect the new contract brought forth by the town's attorney and correct dates of Select Board discussion. Minutes are to be revised and resubmitted to the board at their next meeting. **Vote: 0 Yes – 4 No.**

**Public Comment - Non-Agenda Items**

None.

**Management Reports & Communications:**

Town Manager's Report:

- At the joint meeting held with the YWD on July 26th, the process of firming up the Village Center zoning district for development in conjunction with amending the groundwater protection areas was addressed, another meeting will be held on August 9th.
- A joint meeting of the Select Board, Cumberland Council, School Board Directors, and Administrative staff has been arranged for Monday, October 15th (time and place TBD).
- The Memorial School is no longer occupied. Fire Rescue training will be taking place during the last two weeks of August. Fire Departments from surrounding communities will be taking advantage of this opportunity to train staff.
- The August newsletter will be going out to homes this week.
- The town received a grant for \$20,000 and plans to use it for phase I and re-apply for the same grant next year for phase II.
- Year-end is pretty much complete, auditors are scheduled for mid-September.

Financial Reports: The Select Board received financial reports for FY18, the Town Manager gave a brief overview of the findings.

Department Head Reports: The Select Board received the bi-monthly department head reports.

**Old Business**

Wescustogo Hall & Community Center Project:

- Town Manager Roy received an updated contract from the town's attorney which she hopes to be the final draft.
- Barrett Made is halfway through the bid process, they will be presenting the results to the Select Board at the next meeting.
- Selectperson Moulton has concerns regarding the subcontractor bids coming in higher than the proposed contract values.
- Ryan answered questions regarding the asbestos removal quote and process. The asbestos removal will be rolled into the demolition contract.
- The existing building is mostly cleaned out, the town is looking to purchase a tractor trailer for storage and return the rentals to cut down on cost.

- The Select Board heard a presentation from Ryan that showed code violations, damage and dangerous components of the existing building.

**New Business**

MMA Elections: Selectperson Whitten moved to authorize the Town Manager to sign the election form on the Select Boards behalf. Chairperson Speirs seconded the motion. Discussion: None. **Vote: 4 Yes - 0 No.**

Discussion: Additional or Change in August Meeting Schedule: During the process of securing the bond for the WH&CC project, it was brought to the Town Manager’s attention that the town is not collecting personal property taxes. It was proposed that the Select Board meet with the town’s attorney in an executive session to discuss this issue. The Select Board agreed to push their next meeting back a week to August 28<sup>th</sup> @ 6pm.

**Accounts Payable – Review & Approval**

Chairperson Speirs moved to accept the FY18 accounts payable Warrant 58 in the amount of \$32,519.00. Vice Chairperson Morrison seconded the motion. Discussion: None. **Vote: 4 Yes - 0 No.**

Chairperson Speirs moved to accept the FY19 accounts payable Warrants 3 & 4 in the amount of \$194,907.04. Selectperson Whitten seconded the motion. Discussion: None. **Vote: 4 Yes - 0 No.**

**Other Business**

Selectperson Whitten has volunteered to join GPGOC on their Advocacy Committee.

Vice Chairperson Morrison would like to find out if anything planted around the Memorial School was from a dedication ceremony, class tree, or of any significance that should be relocated.

Vice Chairperson Morrison brought up the idea of having a ceremony to kick off the construction of the WH&CC. The Select Board agrees that a ground-breaking ceremony would be an appropriate event for the beginning of construction.

Chairperson Moulton would like to have the meeting minutes reflect the consensus that the board makes going forward in a way that notes that it was unanimous, and if not, which members were against the issue.

**Adjournment**

Chairperson Speirs moved to adjourn.

Ashley P. Roan  
Recording Secretary

Select Board

\_\_\_\_\_  
Jennifer Speirs, Chair

\_\_\_\_\_  
Stephen Morrison, Vice Chair

\_\_\_\_\_  
Anne Graham

\_\_\_\_\_  
William Whitten

\_\_\_\_\_  
James Moulton



The information contained in this report is intended to inform the Select Board, staff, and residents, some of the current activities taking place within the manager's office or the Town in general. All topics are open for discussion.

**NYMS:** We are currently waiting to hear back from the school department on any possible plantings that may have been gifts or symbolic in any way.

**Tax Commitment:** The town assessor and I are scheduled to commit the taxes on Friday, August 31<sup>st</sup>. As of this written report, I do not yet have a project mil rate but anticipate a number for the meeting. I will also be finalizing this week the applications received for the Senior Tax Program.

**Recycling:** In an effort to keep working on improving residential recycling, I will include in this year's tax bill a reminder on the importance of recycling and acceptable trash disposal.

**Newsletter:** Now that we are consistently sending out a town newsletter every other month I wanted to mention to the Select Board that if they have any ideas, questions, or concerns regarding the publication to send me an email and I will see that your correspondence is addressed.

**September:** Beginning in September the Board and I will be reviewing town financial policies, the fee schedule, the budget schedule, and the Annual Town Meeting Date.

**Next Summit:** The next Summit has been scheduled for Thursday, November 29<sup>th</sup>.

**Action Item - Wescustogo Hall Fundraising Committee:** I have been asked by the committee if they could change the committee name to "Friends of Wescustogo." A vote should be taken on this item.

**Action Item - Special Town Meeting Authorization:** The Comprehensive Plan Committee and I have framed the following schedule for a Special Town Meeting to approve the revised Town Comprehensive Plan. In addition to this warrant article, the Planning Board is aiming to request a article be placed on the warrant that will amend the town's Land Use Zoning Map which will aid in the designing of economic development in the soon to be proposed Village Center TIF District.

- Tuesday, September 11<sup>th</sup> - Formal release to Select Board, Planning Board, and the public.
- Thursday, October 4<sup>th</sup> - Public Forum - held by the Comprehensive Plan Committee - It is the expectation that all questions, ideas, and or concerns regarding the plan be submitted before or at the forum to provide for any changes to the document before the public hearing is held.
- Tuesday, October 16<sup>th</sup> - Public Hearing held by Select Board and signing of the warrant.
- Tuesday, October 30<sup>th</sup> - Special Town Meeting - 6:30 pm.

A vote should be taken on this item.

Respectfully,

*Rosemary*

Rosemary E. Roy, Town Manager

Date: August 28, 2018

To: Select Board  
Fr: Rosemary E. Roy, Town Manager <sup>RR</sup>  
Cc: Ryan Keith, Owner's Representative

**RE: WESCUSTOGO HALL & NY COMMUNITY CENTER PROJECT**

1. Project Bid Results - For the Board's review included herein you will find a report from Barrett Made on the conclusions of the construction bidding process for the project. The Select Board can accept the bids as presented by Barrett Made in one motion, you may vote separately on each category, or any combination thereof. Ryan Keith (OR) can address any questions the Board may have.
2. Groundbreaking Ceremony - The ceremony is set for Thursday, September 13<sup>th</sup> at 10:00 am. Invitations have been sent, and notice is circulating on all town media. We will have five individuals representing the "breaking." They are Chairperson Jen Speirs, Ch. of the Wescustogo Building & Design Committee, Brian Sites, Representative of the Wescustogo Grange, Grange Association, and Committee, Linc Merrill, and the Town Manager. The entire Wescustogo Building & Design Committee has been sent a special invite as well as former Select Board member, Jeanne Chadbourne.
3. Performance Bond - The contract has been executed, and a copy is included herein. Previously the Board inquired about the need to obtain a design performance bond. During the final negotiations of the contract, it was determined the bond would cost \$100,000, and it would be the obligation of Town to pay. Therefore, after discussing this with Chairperson Speirs, I had alternative language added so that it, the contract, could be signed and the Select Board could then have a discussion as to whether you still want to pursue a performance bond. The costs of the bond could be taken from the Town's project contingency calculations. This language resides in section 6.3.1 of the contract.
4. Matrix Update - Included for the Board's review and Ryan and I can address any questions the Board may have.



BARRETT  
MADE

HOMES · SPACES · DETAILS

PROJECT PRICING

---

WESCUSTOGO HALL AND COMMUNITY CENTER  
NORTH YARMOUTH, MAINE

---

PREPARED 2018.8.22

# BID RESULT SUMMARY

THE FOLLOWING INFORMATION REPRESENTS THE FINAL PROJECT COST AFTER SOLICITING BIDS TO KEY PROJECT SUBCONTRACTORS.

- THE INVITATION TO BID (REFER TO PAGE 3) WAS ISSUED TO THE SUBCONTRACTORS LISTED ON THE SUBCONTRACTOR BID LIST (REFER TO PAGES 4-6) WITH GUIDANCE FROM THE TOWN OF NORTH YARMOUTH.
- THE BID RESULTS (REFER TO PAGES 7-21) REPRESENT BIDS THAT WERE RECEIVED BY BARRETT MADE FROM KEY SUBCONTRACTORS AS THEY RELATE TO THE VARIOUS DIVISIONS OF THE CSI MASTERFORMAT. RECOMMENDATIONS FOR THE AWARD OF THE MAJOR SUBCONTRACTS HAVE BEEN MADE BY BARRETT MADE WITH THE GUIDANCE OF THE TOWN OF NORTH YARMOUTH AND ITS PROJECT OWNERS REPRESENTATIVE (RYAN KEITH).
- THE PROJECT SCHEDULE HAS BEEN INCLUDED AT THE END OF THIS DOCUMENT FOR YOUR REFERENCE.



## North Yarmouth Community Center 120 Memorial Hwy.

Wednesday, August 22, 2018

Existing Building	9115
Addition	7915
	0
	0
<b>Total</b>	<b>17030 SQFT</b>

### BUDGET ESTIMATE/BREAKDOWN

Division	Description	Division Total
01	General Conditions	\$339,710.00
02	Interior Demolitions	\$81,840.00
02	Sitework	\$539,123.00
03	Concrete	\$138,338.00
04	Masonry	\$9,059.15
05	Steel	\$81,556.00
06	Carpentry	\$499,337.23
07	Thermal Moisture Protection	\$322,966.15
08	Doors and Windows	\$167,207.76
09	Finishes	\$324,128.00
10	Specialties	\$130,825.00
11	Equipment	\$19,583.63
14	Conveying Systems	\$20,600.00
21	Fire Suppression and Alarm	\$65,509.00
22	Plumbing	\$129,300.00
22	HVAC	\$213,400.00
26	Electrical	\$258,910.00

Subtotal		\$3,341,392.92
Contingency	5%	\$167,069.65
Overhead and Profit	5%	\$167,069.65
Subcontractor Insurance	1%	\$24,843.23
<b>Total</b>		<b>\$3,700,375.44</b>
	<b>BMADE Credit</b>	<b>-\$32,000.00</b>
	<b>Total</b>	<b>\$3,668,375.44</b>



48 UNION WHARF | PORTLAND, MAINE | INFO@BARRETTMADE.COM | 207.210.4421

## Invitation to Bid

- Project Info:** North Yarmouth Wescustogo Hall & Community Center  
120 Memorial HWY  
North Yarmouth, Maine 04097
- Bid Date:** Thursday, August 2<sup>nd</sup> at 1:00 PM
- Project Description:** Project consists of remodel, renovation, and addition to an existing community building in North Yarmouth. Scope of work includes selective demolition of existing building interiors and structure, new site construction, foundations for new addition, structural steel and wood framing for new addition, new siding and roofing for entire building, new finishes.
- Approximate Start Date:** Tentative start in late August 2018 with total construction schedule of (9) months.
- Bid Documents:** Can be downloaded from the following link:  
<https://www.dropbox.com/sh/rufyri8kzobjb24/AAD0y-b2g6NrASBMm8ITrktsa?dl=0>
- Bid Instructions:** Pricing is to be provided per scope sheets included in the bid documents folder. The following scopes of work are to be design build scopes; Electrical, Fire Suppression, and Fire Alarm. A pre-bid site visit is scheduled for July 26<sup>th</sup> @ 1:00 PM. All subcontractors interested in bidding are encouraged to attend to review conditions at existing building to be renovated. Bids are to be submitted no later than 1:00 PM on August 2<sup>nd</sup>, 2018 to [Jason.dill@barrettmade.com](mailto:Jason.dill@barrettmade.com)

### Barrett Made Contacts:

**Estimator:** Jason Dill 207-650-6261 [Jason.Dill@BarrettMade.com](mailto:Jason.Dill@BarrettMade.com)  
**Project Manager:** Bruce Hourigan 207-650-2245 [Bruce.Hourigan@BarrettMade.com](mailto:Bruce.Hourigan@BarrettMade.com)

## SUBCONTRACTOR BID LIST

Subcontractor List		
Subcontractor	Scope	Follow Up Notes
<b>Division 1 - General Conditions</b>		
Cullenberg Land Surveying	Surveying	
Northeast Crane	Crane Service	
Hertz Equipment	Equipment Rental	
AA Rigby Storage	Storage Containers	
Hancock Lumber	Material Supplier	
Hancock Lumber	Material Supplier	
Maide For You	Cleaning Service	
Amatuer Service	Printing	
Sunbelt Rentals	Rental Equipment	
UsiHome Inc.	Truss and Wall Panel Supplier	
Casco Bay Engineering	Structural Engineering	
SW Cole Engineering	Materials Testing	
<b>Division 2 - Existing Conditions/Sitework</b>		
Envirovantage	Demolition and Abatement	Will Bid 7/23/18
Abatement Professionals	Asbestos/Lead Abatement	Will Bid 7/23/18
Acadia Contractor, LLC	Demo/Abatement	Left Message 7/23/18
Chase Excavating	Earthwork	
A. H. Grover	Earthwork	left message 7/23/18, will bid 7/25
Bowdoin Excavation	Earthwork	
Scott Dugas Trucking & Excavating	Earthwork	going to follow up with intent 7/23/18
Casco Bay Paving & Construction, Inc.	Earthwork	bidding asphalt only
Sheeboo Inc	Earthwork	
Napolitano Excavating Inc.	Earthwork	
<b>Division 3 - Concrete</b>		
David Brackett	Concrete Slabs	
William's Foundations	Concrete Foundations	Not Bidding. Busy 7/23
CFC Foundations & Floors Inc	Concrete Foundations	
Concrete Construction	Concrete Package	left message 7/23/18
Morse Foundations	Concrete Foundations	left message 7/23/18
Mike Paul Foundations	Concrete Foundations	not bidding. Busy 7/23/18
Rapid Ralph & Son Inc.	Concrete Package	left message 7/23/18
N.S. Giles Foundations, Inc.	Concrete Package	left message 7/23/18
Mainely Foundations	Concrete Package	VM Full 7/23/18
Lindsey Foundations Inc.	Concrete Package	left message 7/23/18
Randy Concrete	Concrete Package	sent 8/1, left message 8/2
A P Concrete	Concrete Package	left message 8/1
A.P. Concrete Floors	Concrete Flatwork	sent 8/1, to follow up and let me know if they are bidding
CCB, Inc.	Concrete Package	sent 8/1, 8/2 not bidding
Concrete Craftsmen, Inc.	Concrete Flatwork	sent 8/1, 8/2 left message
David Brackett	Concrete Slabs	will bid, get set printed 7/23/18
H.E. Callahan Construction Co.	Concrete Package	sent 8/1
Lajoie Concrete	Concrete Package	left message 7/23, will bid, called 8/1 not bidding because of large project awarded
Barry Concrete	Concrete Package	may bid, going to follow up 7/23/18
Symonds Foundations	Concrete Package	left message 7/23/18
Schaedler Concrete	Concrete Package	may bid 8/1, follow up
Days Concrete	Concrete Package	left message 8/1
<b>Division 4 - Masonry</b>		
Swenson Granite Works	Stone Supply	
<b>Division 5 - Metals</b>		
Precision Welding and Fabrication Inc.	Structural Steel	left message 7/23/18
LMC Light Iron Inc.	Structural Steel	left message 7/23/18
American Steel Fabricators, Inc	Structural Steel	
New Hampshire Steel Fabricators, Inc.	Misc Metal	left message 7/23
Newport Industrial Fabrication, Inc.	Structural Steel	
Novel Iron Works, Inc	Structural Steel	left message 7/23
Nelson Metal Fabrication	Steel Fab	John is interested in bidding 7/23
<b>Division 6 - Woods, Plastic, and Composites</b>		
Windham Millwork	Countertops and casework	will bid 7/24
Trico Millwork, Inc.	Countertops and casework	
East Coast Woodworking	Countertops and casework	
Pond Cove Millwork Company	Countertops and casework	
Veterans Framing Contractors	Wood Framing	
Sinclair Construction LLC	Wood Framing	Will Bid
Arcadia Builders Inc.	Frame and Finish Carpentry	
Gleason Construction	Wood Framing	will bid

## SUBCONTRACTOR BID LIST

Division 7 - Thermal & Moisture Protection		
Anderson Insulation	Insulation	
Seal It	Spray Foam Insulation	
Quality Insulation	Insulation	will bid
Quantum Insulators	Insulation	
Maine Roofing, Inc.	Roofing	will bid
CO Beck and Sons Roofing	Roofing	left message 7/23. Will bid EPDM scope
Glidden Roofing	Roofing	will bid
BW & Sons Roofing Inc.	Residential Roofing	
JP & Family Roofing Specialist	Roofing	will bid 7/23
Division 8 - Openings		
Loranger Door and Window	Supplier	
Architectural Doors and Windows	Glazing	will bid 7/23
Portland Glass	Glazing	
Pinnacle Window Solutions	Window Supplier	
Glass & Mirror Services	Glazing	may bid. Needs to review further
John Cyr Construction, Inc.	Door Install	
Division 9 - Finishes		
Aceto Acoustics	ACT Ceilings	
Design Acoustics	ACT Ceilings	
Dirigo Drywall	Drywall	will bid 7/24
Central Maine Drywall	Drywall	
Roland's Drywall	Drywall	
PD Drywall, LLC	Drywall	
Metro Walls	Drywall	
Glen Morse	Drywall	
Maria Drywall	Drywall	
John Ward Drywall	Drywall	Grant grabbed drawings 7/26
Timberland Drywall	Drywall	May quote
Clarke Painting	Painting	
Dagostino Painting	Painting	
Van De Graaf Painting	Painting	
Van De Graaf Painting	Painting	
Excel Pro Painters	Painting	
Jack's Painting Service Inc.	Painting	
Moore Painting Inc.	Painting	
Ace Corporation	Painting	
Northeast Painting & Coatings Inc.	Painting	
Peerless Painting Wallcovering and Design	Painting	
Theodore Logan & Son, Inc.	Painting	
Paul White Inc.	Finishes	
Capozza	Flooring	
Maine Contract Flooring	Flooring	
Division 10 - Specialties		
Loranger Door and Window	Specialties	
Division 13 - Special Construction		
Eastern Fire Potection	Fire Protection	left message 7/23
Fire Protection Sprinkler Services	Fire Protection	will bid
Eastern Sprinkler Services Inc.	Fire Protection	
Residential Fire Protection	Fire Protection	will bid
Freedom Fire Protection, Inc.	Fire Protection	
Cunningham Security	Security/Fire Alarm	left message 7/23.
SMI	Security/Fire Alarm	left message 7/23. Will bid 7/24
Protection 1	Security/Fire Alarm	
Guardian Systems of Maine	Security/Fire Alarm	
Division 15 - Mechanical		
HVAC Services, Inc.	HVAC/Plumbing	will bid
Ranor Mechanical	HVAC/Plumbing	
Titan Mechanical	HVAC/Plumbing	left message 7/23
Johnson & Jordan	HVAC/Plumbing	not bidding 7/23
Nadeau's Refrigeration	HVAC/Plumbing	left message 7/23
Pine State Services	HVAC/Plumbing	left message 7/23. Talked to Lee. Pine State will bid
Gelinas HVAC	HVAC	left message 7/23

## SUBCONTRACTOR BID LIST

Division 16 - Electrical		
Casco Bay Electric	Electrical	left message 7/23
Walsh Electric, Inc.	Electrical	left message 7/23
Mancini Electric	Electrical	left message 7/23, may bid, Gino to review and get back to me, responded 7/25
TA Napolitano	Electrical	talk to Jen may be to large a project for them. She is going to check with Tim, and get back to me. 7/23
DeBlois Electric, Inc.	Electrical	left message 7/23
Darling's Electrical Service	Electrical	left message 7/23
R.W. Googins Electric	Electrical	No answer on phone. Will bid 7/24
Hannans electric	Electrical	Left message and sent email 8/16
Northeast Electric	Electrical	Left message and sent email 8/16
Seabee Electric	Electrical	Left message 8/16. 8/17 Talked to John and sent drawings. Going to get back to me if it works with their schedule
BH Milliken Inc.	Electrical	Left message and sent email 8/16. 8/17 - Going to price.
E.S. Boulos Elec	Electrical	Left message and sent email 8/16. 8/17 - Not Bidding
Electrical Systems of Maine	Electrical	Left message and sent email 8/16. 8/20 - Will Bid
Enterprise Electric, Inc.	Electrical	8/16 - Talked to Jeff and sent plans. He seemed interested to follow up
Favreau Electric, Inc	Electrical	8/16 - Talked to Tobie and sent plans. He is going to get back to me if it is something he can do. 8/17 - not going to bid, does not work with their schedule



# DIVISION 2 DEMOLITION BID RESULTS

## Demo Scope Sheet

Project: North Yarmouth Community Center  
 Bid Date: August 2nd, 2018 @ 1:00PM

Spec/Item	Scope	Vendor Amount/Breakdown	
		Abatement Professionals/Sott Dugus	Envirovantage
	<b>Demo</b>		
	Demolition/Disposal of building interiors	\$36,000.00	\$89,895.00
	Demolition/Disposal of building structure, slabs and foundations	\$123,701.00	\$75,000.00
	<b>Total</b>	<b>\$159,701.00</b>	<b>\$164,895.00</b>



# DIVISION 3 CONCRETE BID RESULTS

## Concrete Scope Sheet

Project: North Yarmouth Community Center  
 Bid Date: August 2nd @ 1:00PM

Spec/Item	Scope	Vendor Amount/Breakdown			
		A.P Floors	Premium Concrete	H.E. Callahan	Randy Concrete
<b>03300</b>	<b>Concrete</b>				<b>Labor Only</b>
	Furnish and install all new concrete footings, foundations, and plinths per structural drawings including but not limited to form, pour, finish, install anchor bolts (supplied by others), furnish and install all reinforcement, install embed plates (supplied by others), and cleanup	not inc	not inc	\$104,500.00	\$29,600.00
	Furnish and install all new concrete slabs per structural drawings	\$29,400.00	\$23,570.00	inc	not inc
	Form, pour, and finish new concrete stairs per drawings	\$5,200.00	\$10,000.00	inc	not inc
	Saw cut control joints	inc	\$2,100.00	inc	not inc
	<b>Total</b>	\$34,600.00	\$35,670.00	\$104,500.00	\$29,600.00

# DIVISION 5 STRUCTURAL STEEL BID RESULTS

## Structural Steel Scope Sheet

Project: North Yarmouth Community Center  
 Bid Date: August 2nd, 2018 @ 1:00PM

Spec/Item	Scope	Vendor Amount/Breakdown		
		LMC Light Iron	Nelson Metal Fab	Blake's Welding
<b>05120</b>	<b>Structural Steel</b>			
	Fabrication/Delivery of all structural steel per drawings	\$44,106.00	\$49,750.00	
	Erection of all Structural steel per drawings			\$7,800.00
	<b>Total</b>	<b>\$44,106.00</b>	<b>\$49,750.00</b>	<b>\$7,800.00</b>

DIVISION 6 FINISH CARPENTRY BID RESULTS

**Finish Carpentry Scope Sheet**

Project: North Yarmouth Community Center

Bid Date: August 2nd, 2018 @ 1:00PM

Spec/Item	Scope	Vendor Amount/Breakdown	
		Pond Cove Millwork	Trico Millwork
<b>06200</b>	<b>Finish Carpentry</b>	\$88,102.15	\$128,763.00
	Furnish and install clear maple finished paneling at Assembly Hall	inc	inc
	Furnish and install clear maple finished paneling at Assembly Hall Entry	inc	inc
	Furnish and install wood built-ins at Coat Room 104 & Ticket Room 105	inc	inc
	Furnish and install wood base and trim per finish schedule	inc	inc
	Furnish and install casework and countertop for Kitchenette 119	inc	inc
	<b>Total</b>	<b>\$88,102.15</b>	<b>\$128,763.00</b>

DIVISION 6 ROUGH CARPENTRY BID RESULTS

**Rough Carpentry Scope Sheet**

Project: North Yarmouth Community Center

Bid Date: August 2nd, 2018 @ 1:00PM

Spec/Item	Scope	Vendor Amount/Breakdown	
		Gleason Construction	
<b>06100</b>	<b>Rough Carpentry</b>		
	Install all new wood framing including but not limited to; exterior wall framing, interior partitions, drop ceilings, wall sheathing, shear wall sheathing, hold downs, anchor bolts, wall blocking, structural clips/hangers, soffit and rake framing, and roof sheathing	\$174,000.00	
	Install manufactured roof trusses per drawings	inc	
	Build and Install exposed faux truss at Assembly Hall	inc	
	Build and install Entry Canopies	inc	
	Install air barrier, windows and flashing		
	Install exterior siding and trim	inc	
	Add Alternate #01- Install 2" rigid insulation and 2" Zip R-sheathing at Gym Roof	\$65,000.00	
	Add Alternate #02 - Furnish and install asphalt shingle roofs	inc	
	<b>Total</b>	<b>\$239,000.00</b>	<b>\$0.00</b>



# DIVISION 7 ROOFING BID RESULTS

## Roofing Scope Sheet

Project: North Yarmouth Community Center

Bid Date: August 2nd, 2018 @ 1:00PM

Scope of work to include but not be limited to the following items;

Spec/Item	Scope	Vendor Amount/Breakdown	
		C.O. Beck & Sons	Maine Roofing
<b>07500</b>	<b>Roofing and Flashing</b>	\$46,950.00	\$47,081.00
	Furnish and install new EPDM Roofing at flat roof including tapered insulation, membrane, collector heads, terminations, and flashings per manufacturer specifications	inc	inc
	<b>Total</b>	<b>\$46,950.00</b>	<b>\$47,081.00</b>





DIVISION 9 ACOUSTICAL CEILING TILES BID RESULTS

**ACT Scope Sheet**

Project: North Yarmouth Community Center  
 Bid Date: August 2nd, 2018 @ 1:00PM

Scope of work to include but not be limited to the following items;

Spec/Item	Scope	Vendor Amount/Breakdown	
		Design Acoustics, Inc	Aceto Acoustics
<b>09510</b>	<b>Acoustical Ceilings</b>	\$21,250.00	\$21,250.00
	Furnish and install new ACT ceilings per plans	inc	inc
	<b>Total</b>	<b>\$21,250.00</b>	<b>\$21,250.00</b>



# DIVISION 9 PAINT BID RESULTS

## Paint Scope Sheet

Project: North Yarmouth Community Center

Bid Date: August 2nd, 2018 @ 1:00PM

Scope of work to include but not be limited to the following items;

Spec/Item	Scope	Vendor Amount/Breakdown	
		Theodore Logan & Son, Inc.	
<b>09900</b>	<b>Painting</b>	\$32,878.00	
	Furnish and install caulking and interior paint throughout as indicated by finish schedule including; walls, doors, trim, ceilings, and exposed structure	inc	
	Furnish and install caulking and exterior paint for new Boral trim, corners, soffits, and fascia. New Hardi siding to be prefinished.	inc	
	Paint exposed structure at new exterior canopies	inc	
	Cleanup of all overspray	inc	
	<b>Total</b>	<b>\$32,878.00</b>	<b>\$0.00</b>

DIVISION 13 FIRE ALARM BID RESULTS

**Fire Alarm Scope Sheet**

Project: North Yarmouth Community Center

Bid Date: August 2nd, 2018 @ 1:00PM

Scope of work to include but not be limited to the following items;

Spec/Item	Scope	Vendor Amount/Breakdown	
		SMI Networks	
<b>13850</b>	<b>Fire Alarm</b>	\$16,659.00	
	Design, furnish, and install complete fire alarm system per code	inc	
	<b>Total</b>	<b>\$16,659.00</b>	<b>\$0.00</b>



# DIVISION 15 MECHANICAL BID RESULTS

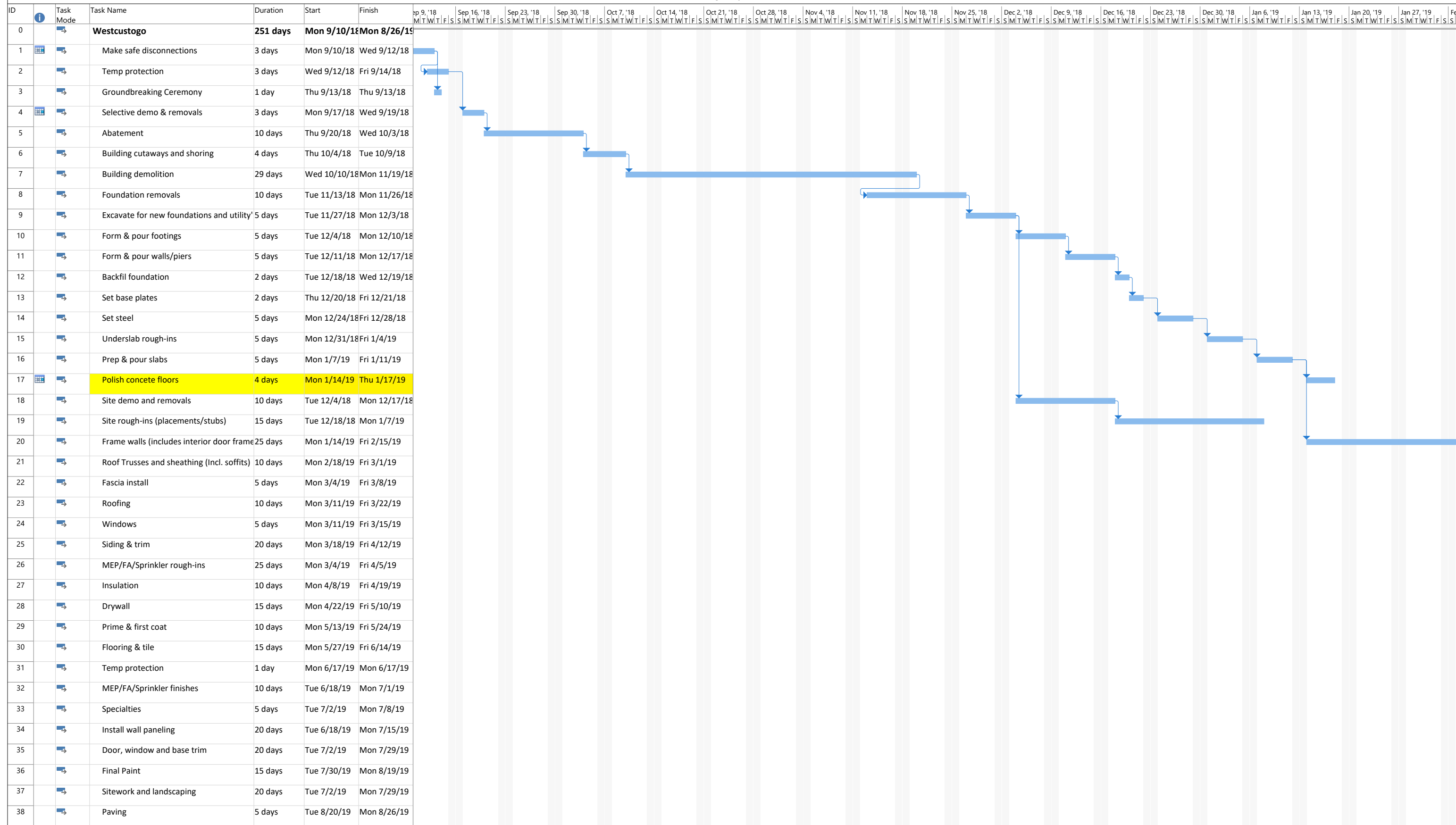
## Mechanical Scope Sheet

Project: North Yarmouth Community Center  
 Bid Date: August 2nd, 2018 @ 1:00PM

Scope of work to include but not be limited to the following items;

Spec/Item	Scope	Vendor Amount/Breakdown		
		Pine State Services	Mack Air Pro	HVAC Services, INC.
<b>15200</b>	<b>Plumbing</b>		Pine State	Pine State
	Furnish and install complete plumbing system per code and drawings	\$129,300.00	\$129,300.00	\$129,300.00
<b>15720</b>	<b>HVAC</b>			
	Furnish and install complete HVAC system er code and drawings	\$158,000.00	\$156,346.00	\$229,000.00
	Ceiling fans in Assembly Hall			
	<b>Total</b>	<b>\$287,300.00</b>	<b>\$285,646.00</b>	<b>\$358,300.00</b>

Westcustogo Project Schedule



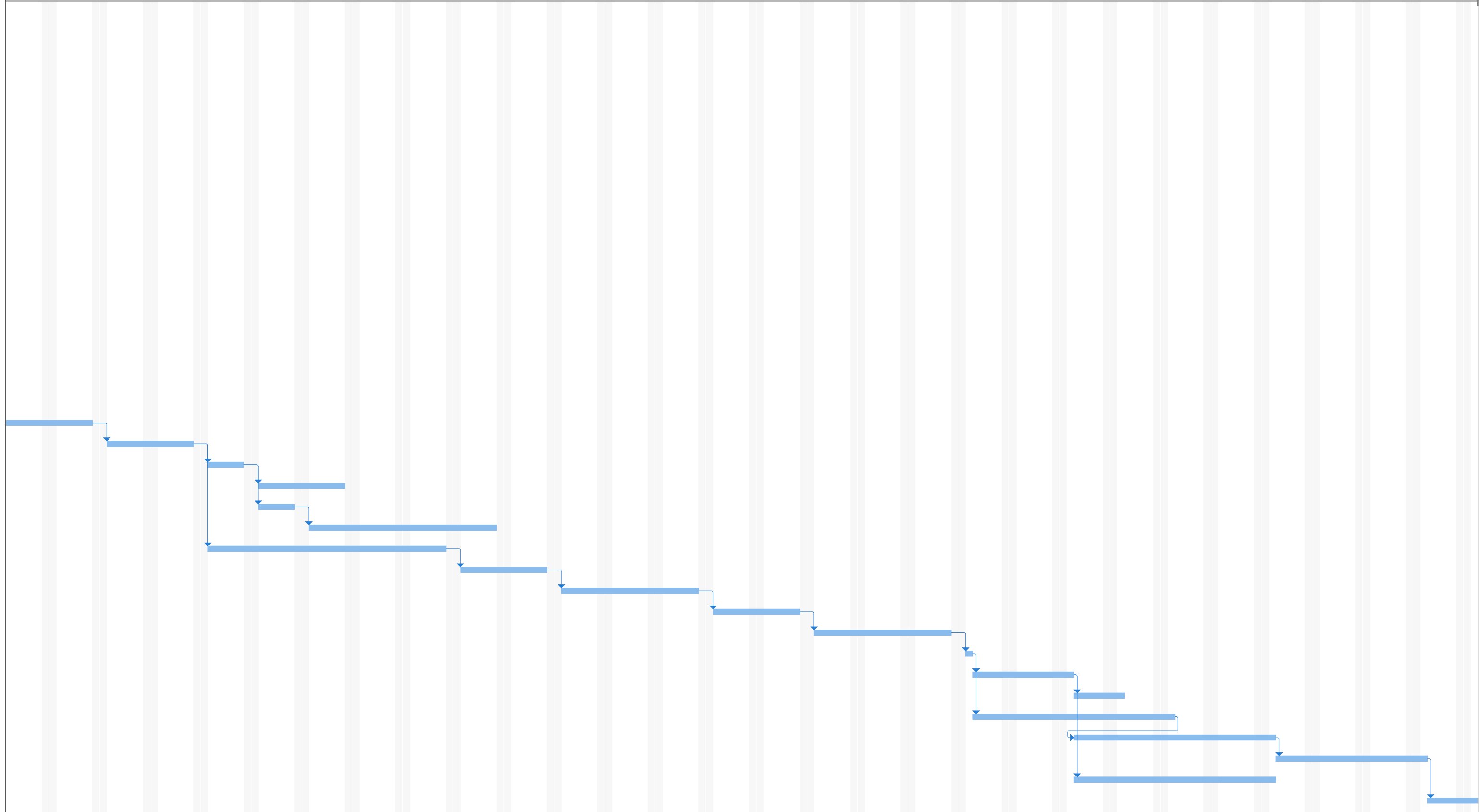
Project: Westcustogo  
Date: Fri 8/17/18

Task	Summary	Inactive Milestone	Duration-only	Start-only	External Milestone	Manual Progress
Split	Project Summary	Inactive Summary	Manual Summary Rollup	Finish-only	Deadline	
Milestone	Inactive Task	Manual Task	Manual Summary	External Tasks	Progress	



Westcustogo Project Schedule

Feb 3, '19 Feb 10, '19 Feb 17, '19 Feb 24, '19 Mar 3, '19 Mar 10, '19 Mar 17, '19 Mar 24, '19 Mar 31, '19 Apr 7, '19 Apr 14, '19 Apr 21, '19 Apr 28, '19 May 5, '19 May 12, '19 May 19, '19 May 26, '19 Jun 2, '19 Jun 9, '19 Jun 16, '19 Jun 23, '19 Jun 30, '19 Jul 7, '19 Jul 14, '19 Jul 21, '19 Jul 28, '19 Aug 4, '19 Aug 11, '19 Aug 18, '19 Aug 25, '19



Project: Westcustogo Date: Fri 8/17/18	Task	Summary	Inactive Milestone	Duration-only	Start-only	External Milestone	Manual Progress
	Split	Project Summary	Inactive Summary	Manual Summary Rollup	Finish-only	Deadline	Progress
	Milestone	Inactive Task	Manual Task	Manual Summary	External Tasks	Progress	Manual Progress

## **Town of North Yarmouth Construction Contract**

This Construction Contract ("Contract") is entered into and effective on August \_\_, 2018 between the Town of North Yarmouth, Maine with a mailing address of 10 Village Square Road, North Yarmouth, ME 04097 (the "Town") and Barrett Made, a Maine corporation with a principal place of business at 48 Union Wharf, Portland, ME 04101, (the "Contractor") for the Work and Project as defined below.

The Town and Contractor agree as follows:

### **ARTICLE 1 THE CONTRACT DOCUMENTS; THE WORK**

**§ 1.1 Project.** Contractor shall complete the Work, as defined below, at 120 Memorial Highway, in North Yarmouth, Maine (the "Project").

**§ 1.2 The Contract Documents.** The "Contract Documents" consist of this Contract signed by the Town and Contractor, and the drawings and specifications dated and enumerated as follows:

*Drawings/Specifications:*

- **Contractor's Scope of Work/Plans and Specifications attached hereto as Exhibit A**

*Other:*

- **Contractor's Standard Labor Rates attached hereto as Exhibit B**
- **Contractor's Schedule of Work**

The Contract Documents are intended to be interpreted consistently to the maximum extent possible. In the event of any conflict between this Contract and any other Contract Document, the terms and provisions of this Contract, as amended from time to time, shall control.

**§ 1.3 The Work.** The term "Work" means:

**§ 1.3.1** All labor, materials, equipment, services, tools, utilities, fuel, transportation, and other facilities and services necessary for proper execution and completion of the work as described in the Contract Documents, including but not limited to the renovations and alterations of the Project in accordance with all laws, codes, permits and necessary approvals.

**§ 1.3.2** The Contractor shall schedule and conduct meetings with the Town to discuss constructability, cost, means, and methods to arrive at a mutually acceptable Project within the Town's available funds, while still achieving the intent and substance of the Project as identified in the Contract Documents.

### **ARTICLE 2 COMPLETION DATE;**

**§ 2.1 Completion Date.** The Work shall generally proceed in accordance with the Schedule of Work provided by the Contractor to the Town prior to start of the Work and as amended from time to time. Contractor shall achieve Substantial Completion, as defined in Article 11, no later than October 31, 2019 or twelve (12) months after Town Select Board executes this Contract, whichever is later (the "Completion Date") and shall achieve Final Completion, as defined in Article 11, no later than 45 days following Substantial Completion.

**§ 2.2 Liquidated Damages.** For every day by which Contractor fails to complete the Work by the Completion Date, not as a penalty but as liquidated damages to the Town, Contractor shall

pay the Town liquidated damages of \$100 per day. The Contractor and the Town hereby agree that the liquidated damages set forth in this section are reasonable given the damage that the Town will suffer due to a delay in completion of the Work.

### **ARTICLE 3 CONTRACT PRICE**

**§ 3.1** The "Contract Price" is: *Three Million Six Hundred Sixty-Eight Thousand Three Hundred Seventy-Five Dollars (\$3,668,375.00)* not including changes in accordance with Article 8. The Contract Price shall include everything necessary for the proper execution and completion of the Work.

**§ 3.2** The Contract Price, including authorized adjustments, is the total amount payable by the Town to Contractor for performance of the Work under the Contract Documents.

### **ARTICLE 4 CONTRACTOR'S ACCEPTANCE OF CONTRACT DOCUMENTS AND FIELD CONDITIONS; MEASUREMENTS; SUPERVISION; SUBCONTRACTORS AND SUPPLIERS**

**§ 4.1 Contract Documents and Field Conditions.** Contractor has carefully studied and compared the Contract Documents with each other and with any information furnished by the Town. Execution of this Contract by Contractor is a representation, on which the Town is relying, that Contractor has visited the site, become familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents. By executing this Contract, Contractor shall be deemed to have accepted the Contract Documents and known field conditions or field conditions Contractor should have known after reasonable investigation and agreed to perform the Work based thereon at the Contract Price and by the Completion Date.

**§ 4.2 Measurements.** Before commencing the Work, Contractor shall (1) take field measurements and verify field conditions; (2) carefully compare this and other information known to Contractor with the Contract Documents; and (3) promptly report errors, inconsistencies or omissions discovered therein to the Town.

**§ 4.3 Supervision.** Contractor shall supervise and direct the Work, using Contractor's best skill and attention. Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work. Under this Contract, the Contractor shall be responsible for the acts and omissions of all the Contractor's employees and all Contractor's subcontractors, sub-subcontractors, suppliers, and their employees, agents and agent's employees, and all other persons completing the Work and shall be responsible for the performance of the Work and ensuring that all Contract Document requirements are met by all persons and entities completing the Work.

**§ 4.4 Subcontractors and Suppliers.** As soon as practicable after execution of the Contract, Contractor shall furnish in writing to the Town the names of subcontractors or suppliers for each portion of the Work. Contractor shall not contract with any subcontractor or supplier to whom the Town has made a timely and reasonable objection.

### **ARTICLE 5 WARRANTY**

**§ 5.1** Contractor warrants to the Town that: (1) all materials and equipment furnished for the Work will be new, merchantable, and of good quality; (2) the Work will be of good workmanship and free from defects; and (3) the Work will conform to the requirements of the Contract Documents in all respects. This warranty shall expire one year after Substantial Completion.

**§ 5.2** In addition to Contractor's warranty obligation and other obligations under the Contract Documents, Contractor shall, at its expense, for a period of one year after Substantial Completion, correct work not conforming to the requirements of the Contract Documents. Contractor shall perform the corrective work promptly, and Contractor shall compensate the Town for any damages caused by any non-conforming Work or caused by any delay in Contractor's performance of corrective action. If Contractor fails to perform the corrective work promptly or in the Town's sole opinion, the non-conforming Work must be remedied immediately, the Town may, without prejudice to other remedies, correct such deficiencies at Contractor's expense.

**§ 5.3 No Acceptance of Nonconforming Work.** No payment, or partial or entire use or occupancy of the Project by the Town, or finding of Substantial Completion or Final Completion, shall constitute acceptance of Work that is not in accordance with the requirements of the Contract Documents.

**§ 5.4** The warranties herein are in addition to any warranty available to the Town under applicable law. All obligations in this Article shall survive termination of the Contract.

## **ARTICLE 6 DEFENSE AND INDEMNIFICATION; INSURANCE**

**§ 6.1 Indemnification.** To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless the Town, and the Town's directors, officers, commissioners, council members, agents, consultants, and employees in their official and individual capacities from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, related to, arising out of or resulting from performance of the Work and the Contract Documents, including but not limited to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, or liens on the Town's property, if caused in whole or in part by the acts or omissions, whether negligent, intentional or otherwise, or breach of the Contract Documents by Contractor or the acts or omissions, whether negligent, intentional or otherwise, of its subcontractor, sub-subcontractor, or suppliers, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. **THIS DEFENSE AND INDEMNIFICATION OBLIGATION IS INTENDED TO WAIVE ANY EXCLUSIVITY-OF-REMEDY DEFENSE OR EMPLOYER IMMUNITY PROVISIONS THAT MAY OTHERWISE BE AVAILABLE TO CONTRACTOR UNDER WORKERS' COMPENSATION OR SIMILAR LAWS.** The obligations in this Section shall survive termination of the Contract.

### **§ 6.2 Insurance**

**§ 6.2.1** During the term of this Contract, Contractor shall provide and maintain liability and other insurance reasonably satisfactory to the Town, and in any event, Contractor shall maintain general liability coverage with a limit per occurrence of not less than the limit of Town's liability under the Maine Tort Claims Act and an annual aggregate limit of \$2,000,000 and auto liability coverage per occurrence of not less than the limit of Town's liability under the Maine Tort Claims Act and an annual aggregate limit of \$2,000,000. Contractor shall name the Town as an additional insured on the general liability and auto liability policies with respect to any liability arising out of the performance of the Work and the Contract Documents. Contractor shall obtain coverage, by an endorsement or otherwise, to its general liability insurance policy to cover Contractor's defense and indemnification obligations under the Contract Documents. Such policies shall provide that no less than thirty (30) days advance notice of cancellation, termination, or alteration shall be sent directly to the Town.

**§ 6.2.2** During the term of this Contract, Contractor shall maintain all insurance required by federal, state, and local law, at levels required by law, including but not limited to worker's

compensation insurance.

**§ 6.2.3** During the term of this Contract, Contractor shall maintain employer liability coverage with a limit of not less than \$1,000,000 per occurrence. Contractor waives all rights against the Town, including any right of or for subrogation, for damages to the extent covered by the employer liability policy required by this Section.

**§ 6.2.4** During the term of this Contract, the Town shall maintain, at its own expense, a builder's risk policy covering contractor's labor, materials and equipment to be used for completion of the Work performed under the Contract Documents against all risks of direct physical loss for an amount equal to the full value of the completed Work. The Town shall be the named insured on the builder's risk policy and Contractor shall be named as additional named insured to the extent of its interest.

**§ 6.2.5** During the term of this Contract, Contractor shall ensure that all subcontractors and suppliers at the Project site provide and maintain liability and other insurance as set forth in Sections 6.2.1 through 6.2.3.

**§ 6.2.6** Upon the Town's request, Contractor shall promptly provide proof of insurance required by this Article to the satisfaction of the Town and copies of actual insurance policies for review by the Town.

**§ 6.2.7 Nothing in this Contract shall, nor is intended to, waive any defense, immunity or limitation of liability which may be available to the Town or their respective officers, agents and employees, under the Maine Tort Claims Act or any other privileges and/or immunities provided by law.**

### **§ 6.3 Bonds**

**§ 6.3.1** Upon the written request of the Town, Contractor shall provide a performance bond to the satisfaction of the Town covering faithful and full performance of the design portion of the Work only in an amount at least equal to the portion of the Contract Price attributed by Contractor to the design of the Work and with a surety acceptable to the Town. These bonds shall remain in effect until one year after the date when final payment becomes due, except as provided otherwise by applicable laws or regulations or by the Contract Documents. Upon procurement, the Contractor shall be entitled to submit an Application for Payment to the Town for the direct cost of the performance bond and payment for such Application for Payment shall be made in accordance with Article 10.

**§ 6.3.2** Upon the Town's request, Contractor shall promptly provide proof of bonding required by this Article to the satisfaction of the Town and copies of actual bonds for review by the Town.

## **ARTICLE 7 OTHER OBLIGATIONS OF THE PARTIES**

**§7.1 The Town's Right to Perform Construction and to Award Separate Contracts.** The Town reserves the right to perform construction or operations related to the Project with the Town's own forces, and to award separate contracts in connection with other portions of the Project. Contractor shall coordinate and cooperate with the Town's own forces, if any, and separate contractors completing work on behalf of the Town, if any; provided, however that the Town will defend, indemnify and hold harmless the Contractor, and the Contractor's officers, members, agents, consultants, and employees from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, related to, arising out of or resulting from performance of the work performed by the Town or its separate contractors, including but not limited to bodily injury, sickness, disease or death, or to injury to or destruction of tangible

property, if caused in whole or in part by the acts or omissions, whether negligent, intentional or otherwise, by the Town or its separate contractors or the acts or omissions, whether negligent, intentional or otherwise, of anyone directly or indirectly employed by them or anyone for whose acts they may be liable but only to the extent of the Town's fault and only to the extent the Town is insured for such obligation. Town will provide Contractor with proof of insurance upon execution of this Agreement. Contractor shall not be liable for any and all delays to the Project as the result of work performed by the Town or its agents under this Section 7.1.

**§ 7.2 Taxes.** To the extent applicable, Contractor shall pay all sales, consumer, use and similar taxes related directly or indirectly to the Work.

**§ 7.3 Permits and Fees.** Unless otherwise stated herein, Contractor shall obtain and pay for the building permit and other permits and governmental fees, licenses and inspections necessary for proper execution and completion of the Work.

**§ 7.4 Applicable Laws; Notices.** The Work shall be performed in accordance with all applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, including giving notices required by agencies having jurisdiction over the Work. Contractor shall assume full responsibility for any breach of this section, whether caused in whole or in part by Contractor, its subcontractors, sub-subcontractors, or suppliers, including for any costs or damages. Contractor shall promptly notify the Town in writing of any known inconsistencies in the Contract Documents with such applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders.

**§ 7.5 Use of Site.** Contractor shall confine operations at the Project site to areas permitted by laws, statutes, ordinances, codes, rules regulations, lawful orders, permits, the Contract Documents and the Town.

**§ 7.6 Cutting and Patching.** Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly.

**§ 7.7 Cleaning Up.** Contractor shall keep the premises and surrounding area free from accumulation of debris and trash related to the Work. At the completion of the Work, Contractor shall remove its tools, construction equipment, machinery and surplus material; and shall properly dispose of waste materials.

**§ 7.8 Correction of Work.** At its sole expense, Contractor shall correct Work rejected by the Town as failing to conform to the requirements of the Contract Documents. Contractor shall perform the corrective work promptly, but no later than fourteen (14) calendar days after Contractor's receipt of the Town's notice of rejection and Contractor shall compensate the Town for any damages caused by any non-conforming Work or caused by any delay in Contractor's performance of corrective action. If Contractor fails to perform the corrective work promptly or in the Town's sole opinion, the non-conforming the Work must be remedied immediately, the Town may, without prejudice to other remedies, correct such deficiencies at Contractor's expense. In such case, the Contract Price shall be adjusted to deduct the cost of correction from payments due Contractor, and if such cost exceeds whatever is owed to Contractor, then Contractor shall immediately pay such excess to the Town. If Contractor fails timely to correct Work which is not in accordance with the Contract Documents, the Town may direct Contractor in writing to stop the Work until the correction is made.

**§ 7.9 Protection of Persons and Property.** Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs, including all those required by law, in connection with performance of the Work. Contractor shall take reasonable precautions to prevent damage, injury or loss to individuals, the Work and materials and equipment to be

incorporated therein, and other property. Contractor shall promptly remedy damage and loss to property caused in whole or in part by Contractor, its subcontractors, sub-subcontractors, suppliers, or anyone for whose acts Contractor may be liable.

**§ 7.10 Tests and Inspections.** All materials and equipment used in the Work shall be subject to inspection and testing in accordance with accepted standards. Contractor shall bear cost of and arrange to the Town's satisfaction tests, inspections and approvals of the Work required by the Contract Documents or by laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities.

**§ 7.11 Owner's Representative.** The Owner shall identify a representative authorized to act on behalf of the Owner with respect to the Project and the Work. The Owner's representative shall complete reviews and render decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work.

## **ARTICLE 8 CHANGES IN THE WORK; UNFORESEEN AND UNFORSEEABLE CONDITIONS**

**§ 8.1** The Town has the right, upon written notice to Contractor, to order changes in the Work within the general scope of the Contract Documents, consisting of additions, deletions or other revisions. Contractor shall be deemed to have consented to the change, and to any adjustment to the Contract Documents, including the Contract Price or Completion Date, set forth in the notice, unless Contractor objects to the change, and any proposed adjustment, within fourteen (14) calendar days of receiving the notice. In the absence of a timely objection, Contractor shall be deemed to have waived any right to adjustment of the Contract Documents, including the Contract Price or Completion Date beyond that which is stated in the notice from the Town. If, after timely objection, the Town and Contractor cannot agree to a change or adjustment in the Contract Documents, then Contractor shall promptly perform the change in the Work and (a) for any addition to the Work, the Town shall pay Contractor its cost to complete the Work as follows: for all labor per the Standard Labor Sheet attached as Exhibit B and for all materials and subcontracts at the cost invoiced to Contractor, plus 10% overhead and profit on all materials and subcontracts, (b) for any deletion from the Work, Contractor shall credit against the Contract Price the saved actual cost plus reasonable overhead and profit allocable to such deleted Work; and (c) the Completion Date shall be equitably adjusted based on the reasonable impact of the additions to and deletions from the Work. Any further dispute shall be governed by Article 13 of the Contract.

**§ 8.2** No additional charges or any other change to the Contract Documents, except as stated in Section 8.3, will be allowed unless previously authorized in writing by the Town, with, as applicable, the additional charges and/or other changes to the Contract Documents stated in writing.

**§ 8.3** The Town has the right, in writing, subject to Contractor's approval, which shall not unreasonably be denied, to order minor changes in the Work not involving changes in the Contract Price or the Completion Date and not inconsistent with the intent of the Contract Documents. Contractor shall carry out such orders promptly at no additional cost to the Town and with no adjustment to the Completion Date.

**§ 8.4 Allowances.** If the Contract Price includes allowances for certain items and the Owner does not use the full amount of any allowance, the Contractor will make out and Contractor and Owner will sign a change order reducing the Contract Price by the amount saved on the allowance. If the Owner exceeds the amount of any allowance, Contractor will make out and Contractor and Owner will sign a change order increasing the Contract Price by the amount in excess of the allowance prior to Contractor beginning work related to such allowance.

**§ 8.5** If concealed or unknown physical conditions are encountered at the site that differ materially from those indicated in the Contract Documents or from those conditions ordinarily found to exist, the Contract Price and Completion Date shall be subject to equitable adjustment if and only if Contractor gives the Town written notice specifying such conditions within seven (7) calendar days of Contractor's discovery thereof; provided, however, that no price or schedule adjustment shall be made with respect to conditions which Contractor knew, or in the exercise of reasonable care could have known, before its execution of this Contract.

## **ARTICLE 9 TIME; EVENTS BEYOND CONTRACTOR'S CONTROL**

**§ 9.1 Time is of the Essence.** Time limits stated in the Contract Documents are of the essence.

**§ 9.2 Force Majeure Event.** A "Force Majeure Event" shall mean the following: labor disputes, fire, unavoidable casualties or other occurrences beyond the control of Contractor and its subcontractors, sub-subcontractors, and suppliers. If a Force Majeure Event occurs and Contractor is delayed in progress of the Work, Contractor shall be entitled to additional time to complete the Work if, and only if, Contractor gives the Town written notice of the Force Majeure Event within seven (7) calendar days of the occurrence thereof; Contractor shall not be entitled to additional compensation or adjustment to the Contract Price upon a Force Majeure Event. Failure to give timely notice in accordance with this Section shall constitute a waiver of any right to an equitable adjustment of the time to complete the Work.

## **ARTICLE 10 PAYMENT**

**§10.1 Initial Deposit & Progress Payments.** Upon execution of this Contract, Town shall make an initial deposit of \$75,000. After such initial deposit and based on Contractor's Applications for Payment, the Town shall make monthly progress payments to Contractor that are based on the degree of progress in the completion of the Work and materials incorporated in the Work or delivered to the site of the Project, less a "Retainage" of Ten Percent (10%). The initial deposit shall be credited against Contractor's Applications for Payment as follows until exhausted: the full value of the Application for Payment or \$25,000 whichever is less.

**§ 10.2 Applications for Payment.** On the 10<sup>th</sup> day of each month, or if the 10<sup>th</sup> day is a Saturday or Sunday, on the Monday immediately thereafter, Contractor shall submit to the Town an itemized "Application for Payment" for Work completed during the immediately preceding month and materials incorporated in the Work or delivered to the site of the Project in the preceding month, less the Retainage. Unless otherwise authorized by Town in writing, all Applications for Payment shall use AIA Form G-702 and shall be supported by data substantiating Contractor's right to payment as the Town may reasonably require. Payments shall be made on account of Work completed and materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Town, payment may similarly be made for materials and equipment stored, and protected from damage, off the site at a location agreed upon in writing.

**§ 10.3 Date for Payment or Explanation of Non-Payment.** Within thirty (30) days after receipt of Contractor's Application for Payment, the Town shall either make full payment to Contractor, as applied for, less Retainage, or make payment for such amount as the Town determines is due and payable and notify Contractor in writing of the Town's reasons for withholding any portion of the requested payment.

**§ 10.4 Title Free from Liens and Encumbrances.** Contractor warrants that title to all Work and materials covered by an Application for Payment will pass to the Town no later than the time of payment. Contractor further warrants that upon submittal of an Application for Payment, all



Work and materials for which Contractor has received payment from the Town shall be free and clear of liens, claims, security interests or other encumbrances adverse to the Town's interests.

**§ 10.5 Lien Waivers.** Notwithstanding any other provision or term of the Contract Documents, Contractor shall provide lien waivers in connection with its Applications for Payment as follows: Contractor shall provide a duly executed lien waiver releasing any and all liens, security interests or encumbrances on behalf of Contractor for the payment or payments received by Contractor in connection with all preceding Applications for Payment, and a duly executed lien waiver from each of its suppliers, subcontractors, and sub-subcontractors releasing any and all liens, security interests or encumbrances related to all Work and materials for which the Town has made payment to the Contractor through all preceding Applications for Payment.

**§ 10.6 Payment of Subcontractors and Suppliers.** Contractor shall promptly pay each subcontractor and supplier whatever amounts are due in accordance with the terms of the applicable subcontracts and purchase orders. The Town shall not have responsibility for payments to subcontractors, sub-subcontractors, or suppliers. **Prior to the start of Work or supply of materials by any subcontractor or supplier, Contractor shall notify the subcontractor and supplier in writing that (a) pursuant to 10 M.R.S.A. § 3252 the Town shall not be responsible for any labor, materials or services performed or furnished, thereby preventing such subcontractor and supplier from filing a lien against the Project and (b) the Town shall not have responsibility for payments to subcontractors, sub-subcontractors, or suppliers and their sole avenue for payment are the Contractor and the payment bond, if any.**

## **ARTICLE 11 COMPLETION**

**§ 11.1 Substantial Completion Defined.** "Substantial Completion" is achieved when the Work is sufficiently complete in accordance with the Contract Documents to the Town's satisfaction such that the Town can occupy or utilize the Work for its intended use.

**§ 11.2 Notice of Substantial Completion.** When Contractor notifies the Town that Contractor believes that the Work is substantially complete, the Town will make an inspection of the Work. If the Town determines that the Contractor has attained Substantial Completion, it shall give to Contractor a Notice of Substantial Completion that shall fix the date of Substantial Completion, establish the responsibilities of the Town and Contractor, and set the time within which Contractor shall finish all punchlist items accompanying the Notice of Substantial Completion. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work set forth in the Notice, unless otherwise provided in the Notice.

**§ 11.3 Final Completion.** Upon receipt of a final Application for Payment, which includes a request for payment of Retainage, the Town will inspect the Work to confirm completion and acceptability of the Work, including all punchlist items and confirms full performance of the Contract Documents ("Final Completion").

**§ 11.4 Final Lien Waivers and Final Payment.** Final payment, including any Retainage, shall not become due until Contractor achieves Final Completion and submits to the Town full and final releases and waivers of all liens, security interests and encumbrances by Contractor and all subcontractors, sub-subcontractors, and suppliers involved in the Work, and data establishing Contractor's payment or satisfaction of all obligations to subcontractors and suppliers arising out of the Contract Documents.

**§ 11.5 Acceptance of Final Payment a Waiver of Claims Not Previously Stated.** Acceptance of final payment and Retainage by Contractor, a subcontractor, sub-subcontractor, or supplier

shall constitute a waiver of all claims of that payee except those previously made in writing and identified by that payee as unsettled at the time of the final Application for Payment.

## **ARTICLE 12 TERMINATION OF THE CONTRACT**

**§ 12.1 For Cause.** The Town may terminate this Contract for cause if Contractor:

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials to properly execute the Work and the Contract Documents;
- .2 fails to make payment when due to subcontractors and suppliers for materials or labor in accordance with the respective agreements between Contractor and the subcontractors and suppliers or as required by law;
- .3 disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction; or
- .4 otherwise substantially breaches a provision of the Contract Documents.

When any of the above reasons exist, the Town, may without prejudice to any other rights or remedies and after giving Contractor and Contractor's surety, if any, seven (7) calendar days' written notice, terminate Contractor and may take possession of the site and of all materials thereon owned by Contractor, and finish the Work by whatever reasonable method the Town may deem expedient. When the Town terminates the Contract for one of the reasons stated in this Section, Contractor shall not be entitled to receive further payment until the Work is finished. If after the Work is complete, the unpaid balance of the Contract Price exceeds the costs of finishing the Work, such excess shall be paid to Contractor. If such cost of finishing the Work equals the unpaid balance of the Contract Price, the Town shall retain the unpaid balance of the Contract Price. If such cost of finishing the Work exceeds the unpaid balance of the Contract Price, the Town shall retain the unpaid balance of the Contract Price and Contractor shall pay the difference to the Town.

**§ 12.1.1 For Cause.** The Contractor may terminate this Contract for cause if Town fails to make payment when due or otherwise substantially breaches the provisions of this Contract.

**§ 12.2 For Convenience.** The Town may, at any time, terminate the Contract for convenience and without cause. In such case, Contractor shall only be entitled to receive payment for Work executed along with reasonable overhead and profit on the Work not executed and Contractor waives all rights to any other damages, whether in law or equity, not stated in this Section.

**§ 12.3 Records Upon Termination.** All records, data, software, and information relied on by Contractor or prepared in connection with the services and work under this Agreement shall be and remain the property of the Town. All project-specific information upon termination of this Agreement shall be provided to the Town and shall remain the Town's property.

**§ 12.4** The obligations in this Article shall survive termination of the Contract.

## **ARTICLE 13 ARBITRATION; ATTORNEY'S FEES AND COSTS; OFFSET.**

**§ 13.1** Any dispute arising out of the Work, the Contract Documents, this transaction, or related thereto, will be decided by arbitration under the Construction Rules of the American Arbitration Association, and judgment shall be entered on the award. All arbitration shall take place in Portland, Maine.

**§ 13.2** If an arbitration or litigation arises out of the Work, the Contract Documents, this transaction, or related thereto, either because Contractor has breached its obligations hereunder or under applicable law, or because Contractor has brought invalid claims against the

Town, the Town shall be entitled to recover reasonable attorney's fees and costs. This right shall be in addition to, and not in limitation of, any right the Town may have under applicable law.

**§ 13.3** All claims for moneys due or to become due from the Town under the Contract Documents shall be subject to deduction by the Town in the amount of any claims the Town has against Contractor, whether under this Contract, the Contract Documents, or otherwise.

**§ 13.4** This Article is without prejudice to the Town and Contractor's right to seek preliminary injunction or other preliminary equitable judicial relief in a court of competent jurisdiction if in the judgment of that party such action is necessary to avoid irreparable harm or to preserve the status quo.

**§ 13.5** The obligations in this Article shall survive termination of the Contract.

## **ARTICLE 14 MISCELLANEOUS PROVISIONS**

**§ 14.1 The Contract Documents.** The Contract Documents represents the entire and integrated contract between the Town and Contractor and supersedes all prior negotiations, representations or contracts, either written or oral. The Contract Documents may be amended or modified only by a written modification executed by the Town and Contractor.

**§ 14.2 Assignment of Contract.** Neither party to the Contract shall assign the Contract in whole or in part without written consent of the other party.

**§ 14.3 Governing Law.** The Contract Documents shall be governed by, construed and enforced in accordance with Maine law, exclusive of conflicts or choice of law provisions.

**§14.4 Independent Contractor.** Contractor agrees that the relationship between Contractor and the Town is that of an independent contractor. Contractor shall be solely responsible for self-employment, income or any other taxes relating to payments under this Contract including those of any employees.

**§ 14.5 No Third Party Beneficiaries.** This Contract is entered into solely between the Town and Contractor, and subject to Section 6.1 "Indemnification," may be enforced only by the Town and Contractor. Except as set forth in Section 6.1 "Indemnification," this Contract will not be deemed to create any rights in third parties, including suppliers, customers, subcontractors, or sub-subcontractors, or to create any obligations to any third parties.

**§ 14.6 Severability.** If a provision of this Contract is or becomes illegal, invalid or unenforceable, that shall not affect the validity or enforceability of any other provision of this Contract and the parties shall, in good faith, negotiate a replacement for such clause to effectuate the intent of the illegal, invalid or unenforceable term.

**TOWN**

**CONTRACTOR**

---

*By:*  
*Its:*  
*Address:*

---

*By:*  
*Its:*  
*Address:*

WESCUSTOGO HALL & COMMUNITY CENTER FACILITY				
Task	Who	Start Date	End Date	Notes
Authorization to Proceed	TM	6/19/18	6/20/18	Letter of authorization for Barrett Made to proceed with the project directed by Select Board. COMPLETED
Local Subcontractor Listing	TM	6/28/18	7/6/18	TM and OR compiling list, to be sent to BM by 7/6. COMPLETED
BM Contract - Commence Construction Pricing	TM/BM	7/7/2018 ONGOING		To be presented to Select Board at 7/7 meeting. Details still being ironed out by BM and NY Attorneys
Bond Anticipated Note (BAN)/Bond Financing	TM	7/3/18		Financial representative and bond council will be at the 7/3 Select Board meeting. TM has started the bond application process
Master Construction Calendar	BM	7/11/18		Will be available to TM, office staff, Select Board and the public
Bid Solicitation from Subcontractors/Vendors	BM	7/18/18	8/3/18	Bids will be presented by trade and line item.
Planning Board Process	BM/CEO	7/10/18	8/7/18	Planning Board Meeting of July 10th. BM information was submitted to CEO 6/20. Next PB Mtg 8/13.
Site Management Plan	BM	7/17/18	8/13/18	Fence location has been finalized. Fencing and BM trailer to arrive mid August
MMA - Construction Insurance (builder's risk)	TM	7/18/18		
Close NYMS	TM	7/20/18		Notifications will be sent out 6/29/18. COMPLETED
NYMS - Playground Removal	TM	7/20/18		PWD to remove and store playground. COMPLETE
BM Subcontractor Walkthrough	BM	7/26/18		BM will be onsite with potential subcontractors
MMA - Remaining Insurance Proceeds	TM	Jul-18		
Generator/Grant Funds	Fire Chief	Jul-18		Chief Payson to research grant funds. Application process 7/9-7/25. BM gathering info to fill out paperwork. Submitted 7/25/18
Lead and Asbestos Testing	TM	Jul-18		Ashley is coordinating lead testing of the gym roof and asbestos testing inside the building to be done by the end of July. Testing done 7/24. Report and pricing due 7/27. <b>Pricing came in, will be covered under contract.</b>

WESCUSTOGO HALL & COMMUNITY CENTER FACILITY				
Task	Who	Start Date	End Date	Notes
NYMS - Murals (high resolution pictures)	TM	7/9/18	8/24/18	Ashley to take pictures. Possibility of having canvas prints made for renovated gymnasium
Clean Out Building / Storage	TM	7/20/18	8/24/18	Storage containers delivered on 7/19. Most of building contents have been moved to storage trailers as of 7/25, Ashley is researching more storage options.
NYMS - Heating/Utilities/Alarms (shutdown)	TM/BM	7/23/18	8/24/18	Oil/boiler, water/sprinklers, propane. Alarm to be disabled 8/24
Biweekly Meetings with the Select Board	TM/BM	Beginning 8/7/18		OR (Ryan) will have construction reports at each Select Board meeting
Construction Site Signage	BM	Mid- August		BM working on signage and will have for approval by 7/25. Signage Finalized, will be installed along with fencing mid August
Bid Review with Select Board	BM	8/28/2018		Bids to be reviewed at Select Board meeting on 8/28/18
Interior Selective Demolition and Abatement to begin	BM	9/3/18		
Groundbreaking Ceremony		9/13/18		Ceremony to be held at 10AM
Demo Begins	BM	Sep-18		All possible materials will be transported to the appropriate facilities to be recycled. Reclaimed Asphalt, Sand, Soil, etc. to go to Public Works dept.
Construction Begins	BM	Oct-18	Sep-19	
Building Weather Tight	BM	12/31/18		
Solar Panels (Electrial & Plumbing Bids)	BM			BM will present the solar package to the Select Board, including purchase and lease options
Selection of Fixtures	OR	TBD		Selection to go through OR (Ryan)

## Potential Change Orders

1. Install a fire hydrant on the property

2. Replace electrical panel - current panel is unable to be used due to age. BM had anticipated this and included it in the contract. Not CO work.

## Considerations

1. There is a concrete pad behind the building - it may be possible to cut the pad into pavers, move them and create a patio rather than demolishing and throwing away the material. 7/18 it was determined that the pad is not able to be cut and moved, the SB voted in favor of demolishing the pad as originally planned.

2. Water Line. RR looking into cost of putting in smaller line. BM and CEO recommended keeping existing for fire suppression system/future expansion. It was decided to keep the existing water line.

## WESCUSTOGO HALL & COMMUNITY CENTER FACILITY

### Construction Team

**Barrett Made Project Manager:** Bruce Hourigan

**North Yarmouth - Owner Representative:** Ryan Keith

**North Yarmouth - Town Manager:** Rosemary Roy

**North Yarmouth - Administrative Assistant:** Ashley Roan

**Barrett Made Director of Design Services:** Matthew Ahlberg

**Barrett Made - Owner:** Rob Barrett

**Barrett Made - Design Services:** Dylan Baker