

Board of Selectmen & Assessors Meeting - Agenda
November 23, 2020 @ 7:00p.m.
Via Zoom Meeting/YouTube Live Streaming

1. Call to Order:

2. Amendments to the Agenda (Pending Approval)

3. Minutes

3.1 November 9, 2020

4. New Business

5. Unfinished Business

- 5.1 Academy Hill Project Wrap Up
- 5.2 Core Zoning Code Implementation

6. Town Manager Report and Communications

7. Fiscal Warrants

- 7.1 Town Warrant \$ 304,863.80
- 7.2 Academy Hill \$ 391,838.62
- 7.3 Academy Hill \$ 46,028.32

8. Board of Assessors

9. Executive Session(s)

10. Adjournment

Public Comments Regarding Items On The Agenda Can Be Sent To The Town Manager's Email Prior To The Meeting For Circulation To The Rest Of The Board (townmanager@newcastlemaine.us)

Upcoming Events

Town Office Closed – Thanksgiving Day – Thursday, November 26th

Town Office Closed – Thanksgiving Friday – Friday, November 27th

Board of Selectmen – Monday, December 7th 7pm Zoom/YouTube

For Updated Information Please Check The Town's Facebook/Twitter accounts and Town's Website: newcastlemaine.us

Executive Session 1 M.R.S.A. Section 405 (6) A – Personnel, C – Real Estate, D - Labor Contracts, E – Legal, H – Consultation With CEO Concerning Enforcement Action

Board of Selectmen & Assessors Meeting - Minutes
November 9, 2020 @ 7:00p.m.
Via Zoom Meeting/YouTube Live Streaming

Attending: Brian Foote, *Chair*, Joel Lind, *Vice Chair*, Tor Glendinning, Robert Nelson, Wanda Wilcox, Jonathan Duke (Town Manager), Topher Mallory, Matt Page & Mary Ellen Barnes (Split Rock Distillery), David Levesque

1. Call to Order: 7:03 pm

2. Amendments to the Agenda (Pending Approval)

3. Minutes

3.1 September 29, 2020

3.2 October 19, 2020

Motion to approve September 29 and October 19 minutes by Nelson, seconded Wilcox/Lind. Passed 5-0

3.3 October 26, 2020

Motion to approve October 26 by Lind, Nelson seconded. Motion passed 4-0-1. Foote abstained.

4. New Business

4.1 Public Hearing – CDBG Grant – Split Rock Distilling

Duke: brief overview: Split Rock looped the town into a fast moving grant program. The town set up framework for tonight's meeting, a public hearing. The town received no public comment. Split Rock's Mallory & Barnes presented the project. The CDBG block grant is funded by HUD. Seen as a partnership with HUD and municipalities. Funds flow through the town. Split Rock produces invoices to the town. Town is reimbursed. HUD requires town to adopt housing policies, etc. In exchange for dollars, Split Rock will hire permanent staff. The focus is about preventing, preparing for or responding to the virus. Mallory: Split Rock is producing hand-sanitizer. Split Rock shuts core business down in order to make the hand sanitizer. Funds will build provide for ability continue to make the sanitizer without shutting down core business. Funds are for materials, does not include payroll. Fermentation segment of the process for making hand sanitizer requires added fermenters. Mixing and bottling segment require additional resources to produce simultaneously to the core business product. The job will remain a part of the company in the future. However, once a year is completed, no commitment. Will expand economic opportunity. Increase annual taxable equipment. Will continue to provide hand sanitizer. Are federal funds, earmarked. Split Rock is looking for endorsement from the town, at no cost to the town. Timelines to completion are compiled. Public hearing was then closed.

4.2 Broadband Committee/Grant Application – David Levesque –

Duke: resident Carol Miller submitted questions regarding town's role in broadband amidst pandemic changes. Is more effective for town to endorse and support a committee effort related to expansion of broadband in the community. Grant funds are available. Application due this month. Levesque: Proposal to form a Newcastle Broadband Committee was presented. Access, quality and cost of broadband are issues. Goal is to make broadband affordable for all in Newcastle, regardless of income. Grants would be sought for planning and actualization. Efforts include communicating to residents. Grant funders prefer to see a Selectmen involved. Connect Maine is accepting grants until November 20th for a planning grant. The town's role is critical in supporting the endeavor, especially in submitting the grant request. Schools, medical facilities, etc. are all currently relying on broadband quality delivery. The committee is seeking assistance to compile the application. Requesting the BOS to form a committee and town to assist in the writing or approve hiring a consultant to turn it around quickly and submitting. Grant awards have currently been from \$6,000 to \$23,000. Based upon Bristol grant proposal as an example, at least request \$15,000 for Newcastle. Another option was to coordinate with other communities. Time is limited for that effort. Timeline means town has 10 days to write the grant

application. A consultant with experience has quoted town for writing the grant for \$1500. This currently is not a budgeted line, is an unplanned expense. Proposal was made for the consultant expense only upon award. The round currently sought is a competitive round. If unsuccessful, could apply for Island Institute funding. Network analysis and mapping of current supply and community engagement is vital.

Lind motioned to have the BOS form a broadband committee. Glendinning seconded. Discussion: How to provide residents to participate in committee including current participants. Town Manager as ad hoc member. The committee would be an ad hoc committee. Would not need to be sworn in. BOS appoints. **Foote: asked to amend motion to appoint the following committee members Levesque, Dichter, Carver, Miller, BOS member. Lind agreed.** Foote agreed to volunteer as BOS committee member. **Motion passed 5-0.** Duke added as ad hoc. Matching fund question is related to second phase, not the planning phase. Matching funds raised will have to be in kind. **Foote motioned for BOS to authorize Town Manager to approve the grant submission. Glendinning seconded. Passed 5-0.**

5. Unfinished Business

5.1 Core Zoning Code Implementation –

On November 3, 2020, the Town Vote passed the Core Zoning Code 668-625. Reviewing authority has responsibility regarding how the code works. CEO, Chair of Planning Board involved in the launch. Online map service is ready with the new districts. Paper copies or maps and code to be printed. Application forms to be created. Fee schedule necessary. Good goal is to have a first draft of application form for next BOS meeting, decision early December. Fee schedule for December. Education for CEO and Planning Board before January. Create a punch list, e.g. Historic Preservation Ordinance. Suggested to flow plans through the Planning Board. Comprehensive Plan from 2018 and Core Zoning Code must agree. Repairs to Comp Plan are necessary, form a committee to do this work. BOS participation triggered most immediately with the fee schedule. Permit fee suggested that it cover the cost of the time it takes to review the application. Staff will review typical applications and look to the Code with those in mind to form a base level of knowledge and proficiency. Duke suggested establishing Historic Preservation Ordinance Committee very soon, and that the work of that committee filters up to the Planning Board. BOS appoints the Historic Preservation Ordinance Committee, sets scope of committee, sets mission statement, who membership is and to whom work product goes for ultimate inclusion in the Ordinances. Nelson proposed having the scope, mission, etc. ready for next BOS meeting. Glendinning volunteered to create drafts and circulate amongst BOS members. Stand-alone ordinances a result of the vote exist without alteration, but should also be reviewed in the near future. BOS to ask Planning Board to review the ordinances. For example, the Shoreland Zoning Ordinance must be consistent with the State requirements, need to adjust formatting and prepare for any required changes to be presented by June, ideally. Planning Board is not currently at full strength. BOS encourages volunteers. Two vacancies currently exist. With the new code, the planning board will be able to do actual planning. Also, the Appeals Board needs members.

6. Town Manager Report and Communications

7. Fiscal Warrants

7.1 Town Warrant \$ 87,747.44

Lind moved to approve the Town Warrant. Nelson seconded. Passed 5-0.

Nelson extended thanks to staff in the town office for work at the election in extraordinary circumstances. All BOS concurred. Town of Newcastle also stepped up in voting and willing to help. There were more volunteers than slots available. All hands were on deck – fire station chief and staff included. Many thanks all around.

8. Board of Assessors

9. Executive Session(s)

Executive Session 1 M.R.S.A. Section 405 (6) A – Personnel, C – Real Estate, D - Labor Contracts, E – Legal, H – Consultation With CEO Concerning Enforcement Action

10. Adjournment – Glendinning motioned to adjourned. Wilcox seconded. Need time 8:59pm?

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Upcoming Events

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Board of Selectmen – Monday, November 23rd 7pm Zoom/YouTube

Town Office Closed – Thanksgiving Day – Thursday, November 26th

Town Office Closed – Thanksgiving Friday – Friday, November 27th

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**TOWN OF NEWCASTLE
ACADEMY HILL ROAD RECONSTRUCTION
AGREEMENT**

**BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)**

THIS AGREEMENT is by and between Town of Newcastle (“Owner”) and
Hagar Enterprises (Damariscotta, ME) (“Contractor”).

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

ARTICLE 2 – THE PROJECT

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: The Town of Newcastle – Academy Hill Road Reconstruction

ARTICLE 3 – ENGINEER

- 3.01 The Project has been designed by Gartley & Dorsky Engineering & Surveying, Inc.

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Dates*

- A. The Work will be substantially completed on or before August 14, 2020, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions.

4.03 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in legal or arbitration proceedings the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. Substantial Completion: Contractor shall pay Owner \$300.00 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.

4.04 *Special Damages*

- A. In addition to the amount provided for liquidated damages, Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.
- B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.

ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:

- A. For all Work other than Unit Price Work, a lump sum of: **\$1,762,518.25** *includes the Base Bid and the Options and Alternatives identified below.*
- B. Accepted Bid Options
 - a. Option 1 (Mill Road Crossing) - \$51,755.75
 - b. Option 3 (Partial Lighting) - \$77,784.50
 - c. Option 5 (Shim Coat) - \$32,000.00
 - d. Additional Items – \$26,500.00
(Pedestrian Flashing Signals (2) and additional 6" Underdrain (100'))
- C. Accepted Alternates:
 - a. Alternate 1 (Granite Curbing Less 160') - \$156,620.00
- D. Accepted unit bid prices:

All specific cash allowances are included in the above price in accordance with Paragraph 13.02 of the General Conditions.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Owner as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 15th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values

established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract
 - a. 90 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and
 - b. 90 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 150 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

ARTICLE 7 – INTEREST

- 7.01 All amounts not paid when due shall bear interest at the rate of 12 percent per annum.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

- 8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:
 - A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
 - B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
 - D. Contractor has carefully studied the Site and all drawings of physical conditions relating to existing surface or subsurface structures.
 - E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the

means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.

- F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

- A. The Contract Documents consist of the following:
 - 1. This Agreement
 - 2. Performance Bond
 - 3. Payment Bond
 - 4. Other bonds
 - a. None Noted
 - 5. General Conditions
 - 6. Supplementary Conditions
 - 7. Specifications
 - 8. Drawings and items listed on the attached Drawings & Additional Item Index
 - 9. Addenda
 - 10. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed
 - b. Work Change Directives
 - c. Change Orders
 - d. Field Orders
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.

- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 *Terms*

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 *Assignment of Contract*

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 *Contractor's Certifications*


- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

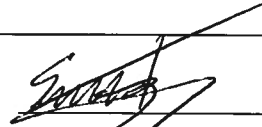
This Agreement will be effective on 11/19/19 (which is the Effective Date of the Contract).

OWNER: Town of Newcastle

CONTRACTOR: Hagar Enterprises



By: Jonathan Duke



By: U.P.

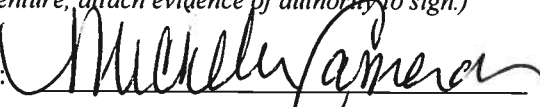
Title: Town Administrator

Title: U.P.

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: 

Attest: Michelle Cameron

Attest: 

Attest: Michelle Cameron

Title: Town Clerk

Title: Town Clerk

Address for giving notices:

Address for giving notices:

P.O. Box 386
Newcastle, ME 04553

54 Biscay Rd
Denniscott ME 04543

NOTICE OF AWARD

Date of Issuance: **October 30, 2019**

Owner: **Town of Newcastle**

Owner's Contract No.:

Engineer: **Gartley & Dorsky**

Engineer's Project No.: **2019-015**

Project: **Academy Hill Road Reconstruction**

Contract Name: **Academy Hill Road Reconstruction**

Bidder: **Hagar Enterprises**

Bidder's Address: **54 Biscay Road Damariscotta, Maine 04543-4216**

TO BIDDER:

You are notified that Owner has accepted your Bid dated [**October 7, 2019**] for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

Academy Hill Road Reconstruction including: Options 1 (Mill Road Crossing), Option 3 (Lighting) Partial, Option 5 (Shim Coat), Alternate 1 (Granite Curbing less 160' of Granite).

The Contract Price of the awarded Contract is: **\$ 1,762,518.25 (Lump Sum Bid Changes Subject to Provided Unit Pricing and Options Yet To be Finalized By Town). Options & Alternates included in this contract are as follows: Options 1 (Mill Road Crossing) - \$51,755.75, Option 3 (Partial Lighting) - \$77,874.50 Option 5 (Shim Coat) - \$32,000.00, Alternate 1 (Granite Curbing less 160' of Granite) - \$156,620.00**

[X] unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically.

a set of the Construction Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award unless deadline is extended by the Town:

1. Deliver to Owner [**Town of Newcastle**] counterparts of the Agreement, fully executed by Bidder.
2. Deliver with the executed Agreement(s) the Contract security [e.g., performance and payment bonds] and insurance documentation as specified in the Instructions to Bidders and General Conditions, Articles 2 and 6.
3. Other conditions precedent (if any):

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner: **Town of Newcastle**


Authorized Signature

By:



Title:



| Hagar Bid | Value | Item | Reductions | Notes |
|-------------------------------------|----------------|-------------------------|-------------|---|
| Base Bid | \$1,392,768.50 | | | |
| | \$0.00 | Rail Road | | |
| | \$13,890.00 | Ledge | | |
| | \$0.00 | QC | \$15,000.00 | Remove From Contractors Contract added to G&D Contract* |
| Mill Road Crossing | \$0.00 | Option 1 - ELIMINATED | \$51,755.75 | |
| Church Crossing | \$0.00 | Option 2 - ELIMINATED | \$42,322.25 | End of Contract if Budget Allows |
| Crosswalk | \$0.00 | Option 3 - ELIMINATED | \$38,795.75 | Eliminate Crosswalk Unless Matching Funding is Available |
| Lighting | \$77,784.50 | Option 4 - PARTIAL | \$61,875.00 | Eliminate Electrical (Controls \$36K, 3 Bases \$8,625, 600' Trenching \$17,250) |
| | \$0.00 | Light Fixture Allowance | \$49,500.00 | Eliminate From Contract |
| Shim | \$32,000.00 | Option 5 - CONSTRUCTED | | |
| Granite Curb | \$156,620.00 | | \$6,560.00 | Reduction of Granite Curb (Sta. 27+75 to 29+37 - 160') |
| Additional Item Pre Construction | \$26,500.00 | | | Flashing Ped Signal and Underdrain |
| Total Base Cost | \$1,699,563.00 | | | |
| Change Orders | \$299,989.50 | | | Through Hagar Pay Req. #11 |
| TOTAL CONSTRUCTION COST | \$1,999,552.50 | | | |
| Quality Control | \$9,407.19 | | | Through G&D Invoice Dated 11-02-20 |
| Construction Oversight To Date | \$42,492.25 | | | Through G&D Invoice Dated 11-02-20 |
| Anticipated Remaining Oversight | \$8,000.00 | | | Expenses Since 11-02-20 and Estimated Project Close Out Cost |
| TOTAL CONSTRUCTION & OVERSIGHT COST | \$2,059,451.94 | | | Hagar and G&D Construction Costs |



Jon Duke <townmanager@newcastlemaine.us>

Change Order Review

9 messages

Andrew Hedrich <AHedrich@gartleydorsky.com>

Wed, Nov 11, 2020 at 4:43 PM

To: "jduke@newcastlemaine.us" <jduke@newcastlemaine.us>

Cc: "Seth Hagar (shagar@hagarenterprises.com)" <shagar@hagarenterprises.com>

Hello Jon and Seth,

I have conducted my initial review of the Change Orders requested by Hagar Enterprises for Academy Hill Road. Prior to finalizing this review, I respectfully request that Hagar provide additional clarity on the following Change Order items:

- o #7 Curbing – Please provide us with CO #1 & CO #2 provided to you by Farley & Son.
- o #8 Bangs Mailbox – Please provided clarity of what this item includes.
- o #11 40 LF 12" UD & #30 Add 12" UD – School Entrance – These change orders are in close proximity, please confirm these are separate items.
- o #23 Stone by Soft Ball Field – This item is also similar to #16 – Road Over Excavate by Softball Field. Please provide an improved description to clarify the difference between the two items.
- o #27 MDOT & Tidewater Utility – Please provide a brief description indicating the nature of this charge.

The remaining items identified on the Change Order all appear to be within reason. We discovered a few discrepancies associated with the unit pricing included in the change order vs the unit pricing presented in the bid. We identified to following unit price discrepancies below:

Excavator – CO(Change Order) \$130/Hr – BP (Bid Price) \$150/Hr – Net Change +\$20/Hr

Labor – CO \$60/Hr – BP \$45/Hr – Net Change (-\$15/Hr)

Flagging – CO \$50/Hr – BP \$45/Hr – Net Change (-\$5/HR)

Basin – CO \$2,500 – BP \$3,800 – Net Change +\$1,300/Basin

Loam – CO \$35/CY – BP \$55/CY – Net Change +\$20/CY

CO #5 – Catch Basin Conflicts/Move Reset Basin – CO \$4,400 & \$4,800/ Basin – BP New Basin \$3,800/Basin - Net Change (-\$1,200/- \$1,000)

CO #15 – 18" Pipe – CO \$65/LF – BP \$60/LF – Net Change \$5/LF

Revising the unit pricing to represent the unit prices included in the bid reduced the total change order request by \$8,710.40. In addition to these adjustments, a credit was not provided for the slip lining the concrete pipe under the railroad or installing a stamped thermal plastic crosswalk adjacent to Lincoln Academy. The original contract included a line item of \$10,000 to perform the slip lining. The contractor found the existing pipe outlet and was able to modify a catch basin (\$3,800) and avoid necessitating slip lining the pipe, as such a portion of the work should be credited \$6,200.00. The proposed crosswalk located adjacent to Lincoln Academy was specified to be a 10' wide stamped asphalt crosswalk with impressed thermal plastic. As identified in the bid, the cost associated with this item was \$4,622.00 based on the square yard unit price. The total cost adjustments related to the uncredited items total \$10,822.00.

In summary, we recommend having Hagar Enterprises reduce the requested change order by \$19,532.40*, which is the total of the uncredited items and the revised unit pricing.

Please note Hagar Enterprises did not charge for complications associated with early snowfall in 2019, which necessitated sweeping Academy Hill Road multiple times prior to applying the shim coat in Change Order #1. In addition, Hagar Enterprises did not charge for site clean up and water management associated with a fluke storm that the State of Maine identified as a 500-years storm event. I would estimate the cost for the additional clean up effort of sweeping the asphalt would include one day of a combination of a sweeper, bobcat, and truck (8\$150=\$1,200.00) and 4 laborers to shovel and remove debris (8 *4 @ \$45/Hr=\$1,440). I estimate the cost associated with the 500-year storm event would be 2.5 days of work with 4 laborers and an excavator, bobcat, and truck combination, (20 hours (\$45 * 4 + \$150))=\$6,600.00. The Town may elect to provide Hagar with credits for the services not identified in their change order.

The total recommended reduction to the change order is **\$10,292.40**, this includes providing credit for cleanups not identified in Hagar's change order.

Based on Pay Req #11, we recommend paying Hagar Enterprises \$386,963.39, which deducts the \$10,292.40 identified above from their requested amount. This will maintain a retainage of \$98,571.63, and allow for a final walk-through, review of requested change order items, and sign off on the project prior to final payment. This will bring the total construction price of Academy Hill Road to \$1,989,260.63.

Please note MaineDOT has indicated they are willing to contribute \$10,000.00 to the Mills Road improvements, however the total cost for this item was \$46,170.00 as identified in CO #2. There may be some room for further negotiations with MaineDOT, due to the complexities encountered at the intersection.

Please review and let me know if you have any questions or concerns. Find attached Hagar's change order with my hand notes, please let me know if you would like me to enter this information into Hagar's spreadsheet.

Cordially,

Andrew D. Hedrich, P.E.

Senior Engineer



Gartley & Dorsky Engineering & Surveying

59 Union Street Unit 1, P.O. Box 1031, Camden, Maine 04843

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www.gartleydorsky.com

 **Hagar CO With G&D Notes.pdf**
831K

Seth Hagar <shagar@hagarenterprises.com>

Thu, Nov 12, 2020 at 3:20 PM



Jon Duke <townmanager@newcastlemaine.us>

Academy Hill

Seth Hagar <shagar@hagarenterprises.com>
To: Jon Duke <townmanager@newcastlemaine.us>
Cc: "ahedrich@gartleydorsky.com" <ahedrich@gartleydorsky.com>

Mon, Nov 16, 2020 at 2:03 PM

Jon,

I have made the adjustments to the unit prices as Andrew has requested for the flagger rate and labor.

I have issued a credit as he indicates for the crosswalk

I have not changed anything associated with the catch basins as I feel the scope of work and the price associated is fair and justified from field observations of the work entailed to reset and re-connect them.

I have included a few areas that I had previously excluded - Extra paving at the Hall House Entrance, Track Entrance, Driveway at #127, along with extra material to lessen the slope by the Poe Theater, and the clearing of the bank up by #127, as requested by the complaint from the citizen.

Hagar Enterprises Inc. would like to donate towards the project the following:

- 1.- Six foot sidewalk section (one additional foot of sidewalk) from Depot St. to apx. station 500
- 2.- five foot sidewalk section (one additional foot of sidewalk) from entrance to the track to the end of the project
- 3.- donated a new entrance into the gym of Lincoln Academy (10 foot wide from the sidewalk to the door) – this was not a direct benefit to the town, however note worthy of the project to allow for pedestrian flow out of the gym.
- 4.- All of the paving items have been reduced from actual cost to the cost that is reflected in the CO
- 5.- Any storm damage and associated clean up as a result of the July rain storm.
- 6.- Any and all extra work associated with shimming the roadway prior to construction to allow for smooth travel and address multiple complaints.

We would like to offer the above towards the successful completion of the project! Please give a shout with any questions comments or concerns.

Thanks

Seth Hagar

Hagar Enterprises Inc
54 Biscay Rd.
Damariscotta ME 04543
Tel: 207-563-8588 Fax:207-563-8468



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| Town of Newcastle | | | | | | Sewer District | | | | | Water District | | | | | Rail Road | | | | |
|--|-----|-----|------|------|-------|---|-----|------|------|-------|--|-----|------|------|-------|--|-----|------|------|-------|
| CO # | Qty | Hrs | Days | Each | Total | Qty | Hrs | Days | Each | Total | Qty | Hrs | Days | Each | Total | Qty | Hrs | Days | Each | Total |
| 1 Test Pits AH & Mills Rd 2 650.00 1,300.00 CO #1 Total 1,300.00 | | | | | | Breaks Excavator 4 130.00 520.00 Labor 3 60.00 720.00 Flagging 3 50.00 600.00 Total per Break 1,840.00 # of Breaks 4 1,840.00 7,360.00 Total of Sewer Breaks 7,360.00 | | | | | Hydrants Excavator 4 130.00 520.00 Labor 2 60.00 480.00 Flagging 3 50.00 600.00 Sand 3 20.00 60.00 Total per Hydrant 1,660.00 # of Hydrants 4 1,660.00 6,640.00 Total of Hydrants 6,640.00 | | | | | Mobe 1 1,500.00 1,500.00 Flagging 3 50.00 1,200.00 Pavement 18 200.00 3,600.00 Trucking 2 80.00 160.00 Excavator 8 130.00 1,040.00 Labor 4 60.00 1,920.00 Total 9,420.00 | | | | |
| 2 Mills Rd Flagging 4 10.71 7 45.00 13,500.00 Excavator 60 130.00 7,800.00 Labor 3 45 45.00 6,075.00 Basin 2 2,500.00 5,000.00 24" Pipe 60 40.00 2,400.00 18" Pipe 40 38.00 1,520.00 Pavement 6" 18 175.00 3,150.00 Ledge 2 250.00 500.00 CO #2 Total 39,945.00 | | | | | | High Street Excavator 4 2 130.00 1,040.00 Labor 4 4 60.00 960.00 Flagging 3 4 50.00 600.00 Total High Street 2,600.00 | | | | | Field Hydrant 1 350.00 350.00 | | | | | | | | | |
| 3 Cellar Drain Tie In's Excavator 4 130.00 520.00 Labor 2 4 45.00 360.00 Pipe 30 10.00 300.00 Flagger 3 4 45.00 540.00 Total Per Tie In 1,720.00 # of Tie In's 5 1,720.00 8,600.00 CO #3 Total 8,600.00 | | | | | | Norris Excavator 6 130.00 780.00 Labor 3 6 60.00 1,080.00 Flagging 3 6 50.00 900.00 Total Norris 2,760.00 | | | | | Service & Curb Excavator 4 130.00 520.00 Labor 2 4 60.00 480.00 Flagging 3 4 50.00 600.00 Total per Service & Curb 1,600.00 # of Service & Curbs 8 1,600.00 12,800.00 Total Service & Curbs 12,800.00 | | | | | | | | | |
| 4 Utility Pole Excavator 1 130.00 130.00 Labor 2 45.00 90.00 Flagging 3 45.00 135.00 Disposal 1 150.00 150.00 Total per Pole 505.00 # of Poles 4 505.00 2,020.00 CO #4 Total 2,020.00 | | | | | | Shaw Rd Break 1 1,840.00 1,840.00 | | | | | Conflicts Excavator 2 130.00 1,300.00 Labor 5 60.00 1,500.00 Flagging 3 50.00 750.00 Trucking 3 75.00 225.00 Total per Conflict 3,775.00 # of Conflicts 3 3,775.00 11,325.00 Total Conflicts 11,325.00 | | | | | | | | | |
| 5 Catch Basin Conflicts Remove & Reset 1 3,800.00 3,800.00 Flagging 3 4 45.00 540.00 Total w/o Flat Top 4,340.00 w/Flat Top 1 500.00 500.00 Total w/Flat Top 4,840.00 # w/o Flat Top 9 4,340.00 39,060.00 # w/Flat Top 5 4,840.00 24,200.00 CO #5 Total 63,260.00 | | | | | | Sewer Basins 7 1,200.00 8,400.00 | | | | | | | | | | | | | | |
| 6 Lighting Connections Electrical Service 2 3,000.00 6,000.00 Excavator 5 130.00 650.00 Labor 2 5 45.00 450.00 Loam 6 35.00 210.00 Seed 1 300.00 300.00 Conduit 1 250.00 250.00 Total per Service 1,860.00 # of Services 2 1,860.00 3,720.00 | | | | | | Total Sewer District 30,510.00 | | | | | Total Water District 31,115.00 | | | | | | | | | |

| | | | | | |
|--|--|------|----|---|------------------|
| CO #6 Total | | | | | 9,720.00 |
| 7 Curbing | | | | | |
| | Farley CO #1 | | | | 7,218.00 |
| | Farley CO #2 | | | | 9,640.00 |
| | Tip #1 | | | | 1,800.00 |
| | Tip #2 | | | | 1,800.00 |
| | Parking Lot | | | | 2,400.00 |
| | Flagging | 8 | 6 | 3 | 45.00 |
| | | | | | 6,480.00 |
| | | | | | 29,338.00 |
| | Markup | 0.25 | | | 29,338.00 |
| | Farley CO #1 Credit | | | | (2,840.00) |
| | Farley CO #2 Credit | | | | (2,000.00) |
| CO #7 Total | | | | | 31,832.50 |
| Various Excavation Drainage Needs & Changes | | | | | |
| 8 | Bangs Mailbox | 1 | | | 250.00 |
| | | | | | 250.00 |
| 9 | F-Basin Cover | 1 | | | 750.00 |
| | | | | | 750.00 |
| 10 | Tree & Stump Removal | 7 | | | 1,800.00 |
| | Flagging | | 30 | | 45.00 |
| | | | | | 12,600.00 |
| | | | | | 1,350.00 |
| | | | | | 13,950.00 |
| 11 | 40 LF 12" UD-Add CB#61 | | | | |
| | Underdrain | 40 | | | 65.00 |
| | Flagging | 4 | 3 | | 45.00 |
| | | | | | 2,600.00 |
| | | | | | 540.00 |
| | | | | | 3,140.00 |
| 12 | Beehive Drain | | | | |
| | Excavator | | 6 | | 130.00 |
| | Labor | 2 | 6 | | 45.00 |
| | Flagging | 3 | 6 | | 50.00 |
| | Trucking | | 2 | | 75.00 |
| | Stone | 12 | | | 24.00 |
| | | | | | 288.00 |
| | | | | | 2,658.00 |
| 13 | Extra Gravel | | | | |
| | Trench | 48 | | | 20.00 |
| | Road | 200 | | | 20.00 |
| | | | | | 960.00 |
| | | | | | 4,000.00 |
| | | | | | 4,960.00 |
| 14 | Clay Pipe & New Drain | | | | |
| | Mobe | 1 | | | 2,500.00 |
| | Excavator | | 48 | | 130.00 |
| | Labor | 4 | 50 | | 45.00 |
| | Flagging | 3 | 50 | | 45.00 |
| | Trucking | | 20 | | 75.00 |
| | 6" SDR 35 | 180 | | | 25.00 |
| | Camera | 1 | | | 500.00 |
| | | | | | 500.00 |
| | | | | | 30,990.00 |
| 15 | High Street | | | | |
| | Labor | | 4 | | 45.00 |
| | Flagging | 4 | 3 | | 45.00 |
| | 18" Pipe | 20 | | | 65.00 |
| | | | | | 180.00 |
| | | | | | 540.00 |
| | | | | | 1,300.00 |
| | | | | | 2,020.00 |
| 16 | Road Over Excavate by Softball Field - 1.5' Deep | | | | |
| | Mobe | 1 | | | 2,500.00 |
| | Excavator | | 10 | | 130.00 |
| | Flagging | 3 | 10 | | 45.00 |
| | Trucking | 4 | 5 | | 75.00 |
| | Roller | 1 | | | 500.00 |
| | 4" Gravel | 200 | | | 20.00 |
| | 1.5" Gravel | 80 | | | 24.00 |
| | | | | | 500.00 |
| | | | | | 4,000.00 |
| | | | | | 1,920.00 |

| | | | | |
|-----------|-----------------------------|-----|--------|-----------|
| | | | | 13,070.00 |
| 17 | Catch Basin Coverings | | | |
| | 4' Diameter | 4 | 750.00 | 3,000.00 |
| 18 | Fields: Drain & Dry Well | | | |
| | Excavator | | 130.00 | 2,080.00 |
| | Labor | 3 | 45.00 | 2,160.00 |
| | Flagging | 3 | 45.00 | 2,160.00 |
| | Trucking | | 75.00 | 750.00 |
| | Stone | 70 | 24.00 | 1,680.00 |
| | Pipe | 1 | 500.00 | 500.00 |
| | Loam | 8 | 40.00 | 320.00 |
| | Seed | 1 | 200.00 | 200.00 |
| | | | | 9,850.00 |
| 19 | Zander Lee | | | |
| | Excavator | | 130.00 | 910.00 |
| | Labor | 3 | 45.00 | 945.00 |
| | Flagging | 3 | 45.00 | 945.00 |
| | Trucking | | 75.00 | 150.00 |
| | Pipe | 1 | 300.00 | 300.00 |
| | | | | 3,250.00 |
| 20 | High St Sidewalk & Lay Back | | | |
| | Excavator | | 130.00 | 910.00 |
| | Labor | 4 | 45.00 | 900.00 |
| | Flagging | 3 | 45.00 | 945.00 |
| | Trucking | | 75.00 | 225.00 |
| | 4" Gravel | 3 | 20.00 | 60.00 |
| | 1.5" Gravel | 1.5 | 24.00 | 36.00 |
| | Loam & Seed | 1 | 400.00 | 400.00 |
| | | | | 3,476.00 |
| 21 | Public House Sidewalk | | | |
| | Excavator | | 130.00 | 260.00 |
| | Labor | 4 | 45.00 | 360.00 |
| | Flagger | 3 | 45.00 | 270.00 |
| | 4" Gravel | 2 | 20.00 | 40.00 |
| | Loam & Seed | 1 | 300.00 | 300.00 |
| | | | | 1,230.00 |
| 22 | Chip Brush | | | |
| | Rental | 1 | 650.00 | 650.00 |
| | Labor | 3 | 45.00 | 405.00 |
| | Flagging | 3 | 45.00 | 405.00 |
| | | | | 1,460.00 |
| 23 | Stone by Softball Field | 50 | 24.00 | 1,200.00 |
| 24 | Shoulder Work | | | |
| | Labor | 1 | 45.00 | 450.00 |
| | Flagging | 3 | 45.00 | 1,080.00 |
| | Trucking | | 75.00 | 375.00 |
| | Grader | | 165.00 | 1,980.00 |
| | Loader | | 100.00 | 1,000.00 |
| | | | | 4,885.00 |
| 25 | Poe Sidewalk | | | |
| | Excavator | | 130.00 | 260.00 |
| | Labor | 1 | 45.00 | 135.00 |
| | Extra Fill for corner | 100 | 8.00 | 800.00 |
| | Flagger | 3 | 45.00 | 405.00 |
| | Trucking | | 75.00 | 75.00 |
| | | | | 1,675.00 |
| 26 | Bridge Stone & Cleaning | | | |

| | | | | |
|--|---|-----|----------|-------------------|
| Excavator | | 8 | 130.00 | 1,040.00 |
| Labor | | 10 | 45.00 | 450.00 |
| Flagging | 3 | 10 | 45.00 | 1,350.00 |
| Trucking | | 4 | 75.00 | 300.00 |
| Stone | 32 | | 24.00 | 768.00 |
| | | | | 3,908.00 |
| 27 | MDOT & Tidewater Utility | | | |
| Flagging | 3 | 10 | 3 | 45.00 |
| | | | | 4,050.00 |
| 28 | Fill & Seed - Entire Project | | | |
| Excavator | | 15 | 130.00 | 1,950.00 |
| Labor | 2 | 15 | 45.00 | 1,350.00 |
| Flagging | 3 | 10 | 45.00 | 1,350.00 |
| Fill | | 100 | 7.00 | 700.00 |
| Loam | | 40 | 35.00 | 1,400.00 |
| Seed | 1 | | 1,500.00 | 1,500.00 |
| | | | | 8,250.00 |
| 29 | SDR for Cross Pipe | | | |
| Flagging | | 2 | 45.00 | 90.00 |
| Pipe | 27 | | 30.00 | 810.00 |
| Boot exchange | 1 | | 100.00 | 100.00 |
| | | | | 1,000.00 |
| 30 | Add 12" UD - School Entrance - pipe no good | | | |
| Flagging | 1 | 10 | 45.00 | 450.00 |
| Pipe | 20 | | 60.00 | 1,200.00 |
| | | | | 1,650.00 |
| 31 | UD Credits | | | |
| School | 200 | | (30.00) | (6,000.00) |
| Oyster Guy | 40 | | (30.00) | (1,200.00) |
| | | | | (7,200.00) |
| 32 | Misc. Credits | | | |
| Thermal Plastic X-walk | 1 | | | (4,622.00) |
| 33 | Bank Removal above #127 | | | |
| Excavator | | 5 | 130.00 | 650.00 |
| labor | 2 | 5 | 45.00 | 450.00 |
| Trucking | 4 | | 75.00 | 300.00 |
| | | | | 1,400.00 |
| Total of Excavation Change Orders | | | | 110,250.00 |

| | | | | |
|-----------|---|--|----------|-----------|
| 33 | Extra Paving | | | |
| | 1' Back of driveway lip | | 2,000.00 | |
| | Allen raised driveway | | 1,500.00 | |
| | Hall St behind curb | | 1,500.00 | |
| | Public House sidewalk | | 1,000.00 | |
| | 5' Sidewalk above track | | 4,000.00 | |
| | Hall House Entrance | | 2,500.00 | |
| | Track Entrance | | 1,500.00 | |
| | 127 Academy Hill | | 1,500.00 | |
| | Shim costs (2029) | | 2,640.00 | |
| | Sidewalk & entrance approaches-various houses | | 2,000.00 | |
| | Extra pavement CB 40-41 | | 1,000.00 | |
| | | | | 21,140.00 |

Total of All Town Change Orders 288,067.50

Accepted Bid Items

| | |
|--|--------------|
| Base Bid Excluding Allowances | 1,392,768.50 |
| Additional Items - Ped Flashing Signals & 100' x 6" UD | 26,500.00 |
| RR Coordination | 10,000.00 |
| Ledge Removal Allowance | 15,000.00 |
| Option 1 - Mill Rd Crossing | 51,755.75 |
| Option 3 - Partial Lighting | 77,874.50 |
| Option 5 - Shim Coat | 32,000.00 |
| Alternate 1 - Granite Curbing | 156,620.00 |
| | 1,762,518.75 |
| Plus Change Orders | 288,067.50 |
| Less RR Coordination | (10,000.00) |
| Less Excess Ledge Removal | (1,200.00) |
| Less Option 1 | (51,755.75) |
| | 1,987,630.50 |

Town Manager's Report

November 20, 2020

- “Tumultuous” has been the word of the week in the office. We were sad to see Harriet Burgoon render her resignation late last week. Harriet had grown to be a big part of the office team, and her absence is already felt. Then, word spread that Clayton had caught a rough case of pneumonia, which knocked him back and out of work through the week. Thankfully Clayton’s condition has improved by weeks and the Casey Stevens has been invaluable in ensuring the department doesn’t miss a beat. Then, came word that Ken was considered a close contact with someone who had tested positive for COVID-19 and would be quarantined for 14 days. Ken has subsequently tested negatively, but he will remain out of the office until at least after the Thanksgiving holiday. While Ken is able to respond to emails and phone calls, all of us in the office are pitching in to ensure we don’t skip a beat. Sadly, I think we’ll see more weeks like this over the rest of the winter, but many thanks for the residents who were understanding and working with us given these odd circumstances.
- I’ll be conducting kick off meetings on the streetlight installation next week as that project may begin just after the new year.
- Seth informed me that the Stonebridge Circle/upper Academy Hill project has completed with base paving and culverts in place. There were two more culverts which required replacement than anticipated on Stonebridge. Additionally, the shouldering on West Hamlet and a small section of Academy Hill should be upcoming and the paving on Glidden, Pump, and Cross streets this week.
- Seth met this week with representatives from Maine DOT and the water and sewer districts concerning the Mills Road drainage project. I may ask him to share the outcome of the project at Monday’s meeting.
- Damariscotta, Bristol, and Waldoboro have taken recent steps to restrict access to their office and go back toward remote meetings. Unfortunately, the increase of COVID cases in Lincoln County is driving much of this and obviously we have felt that internal to our office. I do not believe at this time we need to take additional steps, but in the same way that the school districts are using their red/yellow/green system, I think we should follow in kind. Green is our standard operating procedure, yellow might involve splitting up shifts at the office to minimize employee interaction, and red would be a full office closure.
- The Broadband Committee completed its work on the grant application last night and the application has been submitted to ConnectME for their review. This group has worked INCREDIBLY hard in two weeks to pull this off. Credit to all of the members for their efforts!

Agenda Notes

- The bulk of the meeting should be devoted to the wrap up of the Academy Hill project. I have included the project plans, the bid book, the contract, the spreadsheet of project costs as developed by Gartley and Dorsky, a summary of Andrew's recommendations relating to the initial pay requisition, Seth's written response, and Seth's adjusted spreadsheet of costs which correspond to the pay requisitions on the warrant. Here's where the math for the project stands at present. I'll note that Hagar Enterprises has billed Great Salt Bay Sanitary and Water districts for repairs made to their system which are the responsibility of the districts. Those costs are not reflected below.

| | |
|---|---------------------|
| Accepted Bid Items | 1,762,518.75 |
| Change Orders | 288,067.50 |
| Deduction RR Coordination | (10,000.00) |
| Deduction Excess Ledge Removal | (1,200.00) |
| Deduction Option 1 | (51,755.75) |
| Quality Control | 9,407.19 |
| Construction Oversight to Date | 42,492.25 |
| Anticipated Remaining Oversight | 8,000.00 |
| TOTAL PROJECT COST | 2,028,715.56 |
| <i>Total does NOT include Maine DOT reimbursement (no less than \$10k).</i> | |

This overage may require the adjustment in smaller projects planned for this year including delaying the construction of plow turnarounds on The Kings Highway which would cover more than half of this overage.

| Jrnl | Invoice Description | Reference | Amount | Encumbrance |
|--|---|-----------------|-------------------|-------------|
| Description | Account | Proj | | |
| 0000 ADRIANNE ZAHNER | | | | |
| 0277 | ELECTION - BALLOT CLERK | REGISTRAR/COUNT | | |
| | REGISTRAR - 4.5HRS | E 101-25-07 | 81.00 | 0.00 |
| | GEN GOVT - OPERATIONS / ELECTION SUP | | | |
| 0277 | COUNTER - 1.5HRS | E 101-25-07 | 18.00 | 0.00 |
| | GEN GOVT - OPERATIONS / ELECTION SUP | | | |
| | Vendor Total- | | 99.00 | |
| 0000 CALVERT HURDLE | | | | |
| 0277 | ELECTION - BALLOT CLERK | \$12 x 4.25hrs | | |
| | BALLOT CLERK - 4.25HRS | E 101-25-07 | 51.00 | 0.00 |
| | GEN GOVT - OPERATIONS / ELECTION SUP | | | |
| | Vendor Total- | | 51.00 | |
| 0000 CAROLINE KORTHALS | | | | |
| 0277 | ELECTION - BALLOT CLERK | \$12x8.25hrs | | |
| | BALLOT CLERK - 8.25HRS | E 101-25-07 | 99.00 | 0.00 |
| | GEN GOVT - OPERATIONS / ELECTION SUP | | | |
| | Vendor Total- | | 99.00 | |
| 0000 CAROLYN HATCH | | | | |
| 0277 | ELECTION-BALLOT CLERK | \$12x5HRS | | |
| | BALLOT CLERK-5HRS | E 101-25-07 | 60.00 | 0.00 |
| | GEN GOVT - OPERATIONS / ELECTION SUP | | | |
| | Vendor Total- | | 60.00 | |
| 00007 DAMARISCOTTA BANK & TRUST | | | | |
| 0277 | FIRE TRUCK DEC PYMT | PAYMENT #107 | | |
| | (DEC) PAYMENT | E 110-30-60 | 2,256.92 | 0.00 |
| | DEBT SERVICE - DEBT SERV / LOAN PYMT FT | | | |
| | Vendor Total- | | 2,256.92 | |
| 00000 DEBORAH POOR | | | | |
| 0277 | ELECTION- BALLOT CLERK | \$12x4hrs | | |
| | BALLOT CLERK - 4HRS | E 101-25-07 | 48.00 | 0.00 |
| | GEN GOVT - OPERATIONS / ELECTION SUP | | | |
| | Vendor Total- | | 48.00 | |
| 00000 DEL (GLEN) MERRITT | | | | |
| 0277 | ELECTION - COUNTER | \$12x1HR | | |
| | COUNTER - 1HR | E 101-25-07 | 12.00 | 0.00 |
| | GEN GOVT - OPERATIONS / ELECTION SUP | | | |
| | Vendor Total- | | 12.00 | |
| 00000 ELLEN DICKENS | | | | |
| 0277 | ELECTION - COUNTER | \$12x1.5HRS | | |
| | COUNTER - 1.5HRS | E 101-25-07 | 18.00 | 0.00 |
| | GEN GOVT - OPERATIONS / ELECTION SUP | | | |
| | Vendor Total- | | 18.00 | |
| 00000 EMMA CRAIG | | | | |
| 0277 | ELECTION - COUNTER | \$12x1.5hrs | | |
| | COUNTER - 1.5HRS | E 101-25-07 | 18.00 | 0.00 |
| | GEN GOVT - OPERATIONS / ELECTION SUP | | | |
| | Vendor Total- | | 18.00 | |
| 00010 GREAT SALT BAY COMM. SCHOOL | | | | |
| 0277 | SCHOOL/ELEMENTARY | November 2020 | | |
| | NOVEMBER 2020 | E 116-60-01 | 147,802.97 | 0.00 |
| | SCHOOLS - SCHOOLS / ELEMENTARY | | | |
| | Vendor Total- | | 147,802.97 | |
| 00897 HAGAR ENTERPRISES, INC | | | | |
| 0277 | 4 INVS / SNOW CONTRACTS | | | |
| | Roads | E 107-50-01 | 5,487.89 | 0.00 |
| | PUBLIC WORKS - PUBLIC WORKS / SNOWPLOW RD | | | |

| Jrnl | Invoice Description | Reference | Amount | Encumbrance |
|---|--|-----------------|-------------------|-------------|
| Description | Account | Proj | | |
| Snow Downtown | E 107-50-03 | | 29,328.16 | 0.00 |
| | PUBLIC WORKS - PUBLIC WORKS / SNOW DWNTWN | | | |
| Stonebridge Circle | E 202-50-48 | | 50,500.00 | 0.00 |
| | ROADS RES - PUBLIC WORKS / CAPITAL PROJ | | | |
| Lewis Hill Rd Ditching | E 107-50-11 | | 18,400.00 | 0.00 |
| | PUBLIC WORKS - PUBLIC WORKS / GEN CONTRACT | | | |
| Academy Hill Rd - Reclaim | E 107-50-11 | | 19,250.00 | 0.00 |
| | PUBLIC WORKS - PUBLIC WORKS / GEN CONTRACT | | | |
| Salt Shed Maintenance | E 107-50-07 | | 5,000.00 | 0.00 |
| | PUBLIC WORKS - PUBLIC WORKS / MAINT SHED | | | |
| Vendor Total- | | | 127,966.05 | |
| 00000 HOWARD & BOWIE, P.A. | | | | |
| 0277 | 2020 PARKING LOT USAGE | SNOW DISPOSAL | | |
| | SNOW DISPOSAL | E 107-50-05 | 2,500.00 | 0.00 |
| | PUBLIC WORKS - PUBLIC WORKS / PERMITS/SNOW | | | |
| Vendor Total- | | | 2,500.00 | |
| 00272 ICMA RETIREMENT CORPORATION | | | | |
| 0277 | PLAN NUMBER: 100117 | 10/1-12/31/2020 | | |
| | PLAN NUMBER: 100117 | E 101-02-03 | 250.00 | 0.00 |
| | GEN GOVT - FRINGE BENEF / RETIREMENT | | | |
| Vendor Total- | | | 250.00 | |
| 00000 JESSICA KOHL KANWIT | | | | |
| 0277 | ELECTION - BALLOT CLERK | \$12x5.25HRS | | |
| | BALLOT CLERK - 5.25HRS | E 101-25-07 | 63.00 | 0.00 |
| | GEN GOVT - OPERATIONS / ELECTION SUP | | | |
| Vendor Total- | | | 63.00 | |
| 00000 JULIE TENAN | | | | |
| 0277 | ELECTION - BALLOT CLERK | \$12x5HRS | | |
| | BALLOT CLERK - 5HRS | E 101-25-07 | 60.00 | 0.00 |
| | GEN GOVT - OPERATIONS / ELECTION SUP | | | |
| Vendor Total- | | | 60.00 | |
| 00000 KAREN PAZ | | | | |
| 0277 | ELECTION - REGISTRAR | \$18x6.25HRS | | |
| | REGISTRAR - 6.25HRS | E 101-25-07 | 112.50 | 0.00 |
| | GEN GOVT - OPERATIONS / ELECTION SUP | | | |
| Vendor Total- | | | 112.50 | |
| 00000 LAURA DEVIN | | | | |
| 0277 | ELECTION - BALLOT CLERK | \$12x5.5HRS | | |
| | BALLOT CLERK - 5.5HRS | E 101-25-07 | 66.00 | 0.00 |
| | GEN GOVT - OPERATIONS / ELECTION SUP | | | |
| Vendor Total- | | | 66.00 | |
| 00005 LOCKBOX #936724 | | | | |
| 0277 | TRANSCO CONTRACT | CNBFC01559 | | |
| | CNBFC01559 | E 101-26-01 | 20.85 | 0.00 |
| | GEN GOVT - LEASES / COPIER | | | |
| Vendor Total- | | | 20.85 | |
| 00016 MAINE MUNICIPAL EMPL. HEALTH TRUST | | | | |
| 0277 | MHT - 15110 | DECEMBER | | |
| | TWN SHARE-HEALTH INS/CLRK | E 101-02-02 | 2,132.71 | 0.00 |
| | GEN GOVT - FRINGE BENEF / HEALTH INS | | | |
| | DEDUC/LIFE INS/ TM | E 101-02-06 | 26.40 | 0.00 |
| | GEN GOVT - FRINGE BENEF / LIFE INSURAN | | | |
| | DEDUC/DENTAL INS/ TC | G 1-338-00 | 74.85 | 0.00 |
| | GEN'L GOV. / DENTAL DED | | | |
| | DEDUC/DENTAL INS/ TM | G 1-338-00 | 142.86 | 0.00 |
| | GEN'L GOV. / DENTAL DED | | | |
| | DEDUC/VISION INS/ TC | G 1-334-00 | 11.15 | 0.00 |

| Jrnl | Invoice Description | Reference | Amount | Encumbrance |
|---|---|-----------|-----------------|-------------|
| Description | Account | Proj | Amount | Encumbrance |
| TWN SHARE HEALTH INS/DC | GEN'L GOV. / VISION DED E 101-02-02 | | 2,132.71 | 0.00 |
| DEDUC/INCOME PROT/TC | GEN GOVT - FRINGE BENEF / HEALTH INS E 101-02-05 | | 52.98 | 0.00 |
| DEDUC/INCOME PROT/TM | GEN GOVT - FRINGE BENEF / S/T DISABILT E 101-02-05 | | 81.82 | 0.00 |
| DEDUC/INCOME PROT/DC | GEN GOVT - FRINGE BENEF / S/T DISABILT E 101-02-05 | | 43.27 | 0.00 |
| DEDUC/HEALTH INS/TC | GEN GOVT - FRINGE BENEF / S/T DISABILT G 1-332-00 | | 256.00 | 0.00 |
| DEDUC/HEALTH INS/DC | GEN'L GOV. / HLTH INS DED G 1-332-00 | | 256.00 | 0.00 |
| DEDUC/DENTAL INS/DC | GEN'L GOV. / HLTH INS DED G 1-338-00 | | 74.85 | 0.00 |
| DED/VISION/DC | GEN'L GOV. / DENTAL DED G 1-334-00 | | 5.58 | 0.00 |
| SUPP LIFE INS | GEN'L GOV. / VISION DED G 1-331-00 | | 79.20 | 0.00 |
| | GEN'L GOV. / LIFE INS DED | | | |
| Vendor Total- | | | 5,370.38 | |
| 00000 MARIA SOLORZANO | | | | |
| 0277 ELECTION - COUNTER | \$12x1.5HRS E 101-25-07 | | 18.00 | 0.00 |
| COUNTER - 1.5HRS | GEN GOVT - OPERATIONS / ELECTION SUP | | | |
| Vendor Total- | | | 18.00 | |
| 00000 MARY VAUGHAN | | | | |
| 0277 ELECTION - BALLOT CLERK | \$12x4.25HRS E 101-25-07 | | 51.00 | 0.00 |
| BALLOT CLERK - 4.25HRS | GEN GOVT - OPERATIONS / ELECTION SUP | | | |
| Vendor Total- | | | 51.00 | |
| 00000 MELANIE TILTON | | | | |
| 0277 ELECTION - BALLOT CLERK | \$12x5.25HRS E 101-25-07 | | 63.00 | 0.00 |
| BALLOT CLERK - 5.25HRS | GEN GOVT - OPERATIONS / ELECTION SUP | | | |
| Vendor Total- | | | 63.00 | |
| 00000 MERIDITH (MERI) KORTHALS | | | | |
| 0277 ELECTION - BALLOT CLERK | REGISTRAR/COUNT E 101-25-07 | | 94.50 | 0.00 |
| REGISTRAR - 5.25HRS x \$18 | GEN GOVT - OPERATIONS / ELECTION SUP | | | |
| COUNTER - 3HRS x \$12 | E 101-25-07 | | 36.00 | 0.00 |
| | GEN GOVT - OPERATIONS / ELECTION SUP | | | |
| Vendor Total- | | | 130.50 | |
| 00000 NANCY BAGLEY | | | | |
| 0277 ELECTION - BALLOT CLERK | \$12x5.5HRS E 101-25-07 | | 66.00 | 0.00 |
| BALLOT CLERK - 5.5HRS | GEN GOVT - OPERATIONS / ELECTION SUP | | | |
| Vendor Total- | | | 66.00 | |
| 00000 NATHANIEL BRYANT | | | | |
| 0277 ELECTION - COUNTER | \$12x1HR E 101-25-07 | | 12.00 | 0.00 |
| COUNTER - 1HR | GEN GOVT - OPERATIONS / ELECTION SUP | | | |
| Vendor Total- | | | 12.00 | |
| 00000 NOBLEBORO JEFFERSON TRANSFER STATION | | | | |
| 0277 INVS#53955/54167 | CONST DEBRIS E 202-50-48 | | 147.60 | 0.00 |
| INVS#53955/54167 - DEBRIS | ROADS RES - PUBLIC WORKS / CAPITAL PROJ | | | |
| Vendor Total- | | | 147.60 | |

| Jrnl | Invoice Description | Reference | Proj | Amount | Encumbrance |
|---|--|-----------------|------|-----------------|-------------|
| Description | Account | | | | |
| 00000 PATRICIA MATRAI | | | | | |
| 0277 | ELECTION - BALLOT CLERK | \$12x4.25HRS | | | |
| | BALLOT CLERK - 4.25HRS | E 101-25-07 | | 51.00 | 0.00 |
| | GEN GOVT - OPERATIONS / ELECTION SUP | | | | |
| | Vendor Total- | | | 51.00 | |
| 00000 REALTERM ENERGY US, L.P. | | | | | |
| 0277 | MATERIALS / RTE FEES | INV#919774 | | | |
| | INV#919774 | E 102-57-02 | | 4,690.22 | 0.00 |
| | PUBLIC SRVCE - INFRASTRUCT / ST. LIGHTS | | | | |
| | Vendor Total- | | | 4,690.22 | |
| 00164 RELIANCE EQUIPMENT | | | | | |
| 0277 | SERVICE - TRUCK 6 | INV#8572 | | | |
| | INV#8572 | E 105-05-42 | | 708.62 | 0.00 |
| | PUB SAFETY - FIRE DEPT / EQ/VEH MAINT | | | | |
| | Vendor Total- | | | 708.62 | |
| 00000 SAMANTHA HATCH | | | | | |
| 0277 | ELECTION - BALLOT CLERK | \$12x4.5HRS | | | |
| | BALLOT CLERK - 4.5HRS | E 101-25-07 | | 54.00 | 0.00 |
| | GEN GOVT - OPERATIONS / ELECTION SUP | | | | |
| | Vendor Total- | | | 54.00 | |
| 00000 SUSAN HILTON | | | | | |
| 0277 | ELECTION - BALLOT CLERK | \$12x4.25HRS | | | |
| | BALLOT CLERK - 4.25HRS | E 101-25-07 | | 51.00 | 0.00 |
| | GEN GOVT - OPERATIONS / ELECTION SUP | | | | |
| | Vendor Total- | | | 51.00 | |
| 00163 SYNCB/AMAZON | | | | | |
| 0277 | 3 INVOICES - SUPPLIES | DATED: 11/10/20 | | | |
| | 3 INVS - SUPPLIES | E 101-25-95 | | 271.98 | 0.00 |
| | GEN GOVT - OPERATIONS / SUPPLIES | | | | |
| | Vendor Total- | | | 271.98 | |
| 00000 TEAM EJP GARDINER, ME | | | | | |
| 0277 | 18 ASTM PE PIPE SOLID | CULVERT | | | |
| | 18 ASTM PE PIPE SOLID | E 107-50-52 | | 3,752.00 | 0.00 |
| | PUBLIC WORKS - PUBLIC WORKS / CULVERTS | | | | |
| | Vendor Total- | | | 3,752.00 | |
| 00354 TOWN OF NOBLEBORO | | | | | |
| 0277 | (DECEMBER) TIPPING FEES | | | | |
| | DEC TIPPING FEES | E 102-10-10 | | 7,657.00 | 0.00 |
| | PUBLIC SRVCE - WASTE DISP / TRANSFER STA | | | | |
| | Vendor Total- | | | 7,657.00 | |
| 01503 U.S. BANK EQUIPMENT FINANCE, INC | | | | | |
| 0277 | COPIER LEASE/MAINT | INV#428759849 | | | |
| | T.O. COPIER LEASE & MAINT | E 101-26-01 | | 198.60 | 0.00 |
| | GEN GOVT - LEASES / COPIER | | | | |
| | Vendor Total- | | | 198.60 | |
| 01590 W.B. MASON | | | | | |
| 0277 | INV#215382291 - WEB | OFFICE SUPPLIES | | | |
| | INV#215382291 | E 101-25-95 | | 67.61 | 0.00 |
| | GEN GOVT - OPERATIONS / SUPPLIES | | | | |
| | Vendor Total- | | | 67.61 | |

Warrant Preview

Pay Date: 11/24/2020

| Jrnl | Invoice Description | Reference | Proj | Amount | Encumbrance |
|-------------|---------------------|----------------|------|------------|-------------|
| Description | Account | | | | |
| | | Prepaid Total- | | 0.00 | |
| | | Current Total- | | 304,863.80 | |
| | | Warrant Total- | | 304,863.80 | |

THIS IS TO CERTIFY THAT THERE IS DUE AND CHARGEABLE TO THE APPROPRIATIONS LISTED ABOVE AND YOU ARE DIRECTED TO PAY UNTO THE PARTIES NAMED IN THIS SCHEDULE.

DATE: 11/23, 2020

BRIAN FOOTE
 TOR GLENDINNING
 ROBERT NELSON
 JOEL LIND
 WANDA WILCOX

