



HARRIMAN

AUBURN  
PORTLAND  
MANCHESTER

207.784.5100  
www.harriman.com

### BID TABULATION SHEET

Project: SMCC - Campus Center – Boiler Replacement  
Project No: 16304

Bids opened and read aloud in Security Office on May 10, 2016 at 2:00 p.m.

Contractor Name	Bid bond	Base bid	Alternate No. 1	Alternate No. 2
MECHANICAL SERVICES	✓	\$ 203,250	\$ 14,000	
SULLIVAN & MERRITT	✓	\$ 194,300	\$ 9500	

Cc:

SM

SMCC Campus Center – Boiler Replacement

TO: *Scott G. Beatty*  
*Dean of Administration*  
*Southern Maine Community College*  
*2 Fort Road*  
*South Portland, Maine 04106*

1. The undersigned, or "Bidder", having carefully examined the form of contract, general conditions, plans and specifications dated April 18, 2016, prepared by Harriman for SMCC Campus Center - Boiler Replacement as well as the premises and conditions relating to the work, proposes to furnish all labor, equipment and materials necessary for and reasonably incidental to the construction and completion of this project for the Base Bid amount of

One hundred ninety-four thousand three hundred Dollars  
\$ 194,300.00

The above amount includes the following allowances:

2. This proposal includes the Alternate prices as follows:

Alternate No. 1  
Add: \$ 9,500.00  
Removal of 6000 gallon tank.

Alternate No. 2  
Add: \$ \_\_\_\_\_

3. The Bidder acknowledges receipt of the following addenda to the plans and specifications:

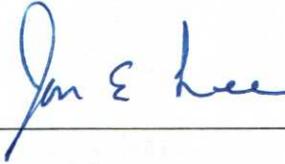
Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_  
Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

00 41 13  
Contractor Bid Form

4. The Bidder agrees, if this bid is accepted, to sign a contract and deliver it, with all bonds and affidavits of insurance specified in the bid documents, within twelve calendar days after the date of notification of such acceptance, except if the 12th day falls on a State of Maine holiday, a Saturday or Sunday, in which case the aforementioned documents must be received before 12:00 noon on the day following the holiday, or the Monday following the Saturday or Sunday. As a guarantee thereof, the Bidder herewith submits a bid bond or certified or cashiers check as required by the bid documents.

5. This bid is hereby submitted by:

Signature: \_\_\_\_\_



Printed name and title: \_\_\_\_\_  
Jon E. Lee, Treasurer

Company name: \_\_\_\_\_  
Sullivan and Merritt Constructors, Inc.

Mailing address: \_\_\_\_\_  
91 Freedom Park,

City, state, zip code: \_\_\_\_\_  
Hermon, ME 04401

Phone number: \_\_\_\_\_  
(207) 848-5788

Email address: \_\_\_\_\_  
jlee@smcinc.net

State of incorporation,  
if a corporation: \_\_\_\_\_  
Maine

List of all partners,  
if a partnership: \_\_\_\_\_

00 43 13  
Contractor Bid Bond

We, the undersigned, Sullivan and Merritt Constructors, Inc., corporation of Westbrook in the State of Maine as principal, and Berkley Insurance Company as Surety, are hereby held and firmly bound unto Treasurer of the State of Maine in the penal sum of five percent of the bid amount, for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns, signed this 10th day of May, 2016, which is the same date as that of the bid due date.

The condition of the above obligation is such that whereas the principal has submitted to the Owner, or State of Maine, to a certain bid, attached hereto and hereby made a part hereof, to enter into a contract in writing, for the construction of SMCC- Campus Center- Boiler Replacement

Now therefore:

If said bid shall be rejected, or, in the alternate,

If said bid shall be accepted and the principal shall execute and deliver a contract in the form of contract attached hereto, properly completed in accordance with said bid, and shall furnish a bond for the faithful performance of said contract, and for the payment of all persons performing labor or furnishing material in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said bid, then this obligation shall be void.

Otherwise, the same shall remain in force and effect- it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received hereby stipulates and agrees that the obligation of said Surety and its bonds shall be in no way impaired or affected by any extension of the time within which the Obligee may accept such bid and said Surety does hereby waive notice of any such extension.

00 43 13  
Contractor Bid Bond

In witness whereof, the principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set above.

Signed and sealed this 10th day of May, 2016, which is the same date as that of the bid due date.

**Contractor**

\_\_\_\_\_  
(Signature)

*Jon E. Lee*

Jon E. Lee, Treasurer  
*insert name and title*

**Sullivan and Merritt Constructors, Inc.**

**207 Larrabee Road, Suite 3  
Westbrook, ME 04092**

**Surety**

\_\_\_\_\_  
(Signature)

*Louise C. Beaumont*

**Louise C. Beaumont, Attorney-In-Fact**

**Berkley Insurance Company**

**475 Steamboat Road  
Greenwich, CT 06830**

If Contractor is a partnership, all partners shall execute the bond. A power of attorney document indicating that it still is in full force and effect shall be provided by the person executing this bond.



*Meek Sew.*

**SMCC Campus Center – Boiler Replacement**

TO: *Scott G. Beatty*  
*Dean of Administration*  
*Southern Maine Community College*  
*2 Fort Road*  
*South Portland, Maine 04106*

1. The undersigned, or "Bidder", having carefully examined the form of contract, general conditions, plans and specifications dated April 18, 2016, prepared by Harriman for SMCC Campus Center - Boiler Replacement as well as the premises and conditions relating to the work, proposes to furnish all labor, equipment and materials necessary for and reasonably incidental to the construction and completion of this project for the Base Bid amount of

Two Hundred Three Thousand Two Hundred Fifty Dollars Dollars

\$ 203,250

The above amount includes the following allowances:

2. This proposal includes the Alternate prices as follows:

Alternate No. 1  
Add: \$ 14,000  
Removal of 6000 gallon tank.

Alternate No. 2  
Add: \$ \_\_\_\_\_

3. The Bidder acknowledges receipt of the following addenda to the plans and specifications:

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_  
Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

00 41 13  
Contractor Bid Form

4. The Bidder agrees, if this bid is accepted, to sign a contract and deliver it, with all bonds and affidavits of insurance specified in the bid documents, within twelve calendar days after the date of notification of such acceptance, except if the 12th day falls on a State of Maine holiday, a Saturday or Sunday, in which case the aforementioned documents must be received before 12:00 noon on the day following the holiday, or the Monday following the Saturday or Sunday. As a guarantee thereof, the Bidder herewith submits a bid bond or certified or cashiers check as required by the bid documents.

5. This bid is hereby submitted by:

Signature:

*CL Green*

Printed name and title:

Christopher Green, Jr. Project Estimator

Company name:

Mechanical Services, Inc.

Mailing address:

400 Presumpscot Street

City, state, zip code:

Portland, ME 04103

Phone number:

207.774.1531

Email address:

chriscgreen@mechanicalservices.com

State of incorporation,  
if a corporation:

Maine

List of all partners,  
if a partnership:

00 43 13  
Contractor Bid Bond

We, the undersigned, Mechanical Services, Inc., corporation of Portland in the State of Maine as principal, and Merchants Bonding Company (Mutual) as Surety, are hereby held and firmly bound unto Treasurer of the State of Maine in the penal sum of five percent of the bid amount, for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns, signed this 10th day of May, 2016, which is the same date as that of the bid due date.

The condition of the above obligation is such that whereas the principal has submitted to the Owner, or State of Maine, to a certain bid, attached hereto and hereby made a part hereof, to enter into a contract in writing, for the construction of SMCC - Campus Center - Boiler Replacement

Now therefore:

If said bid shall be rejected, or, in the alternate,

If said bid shall be accepted and the principal shall execute and deliver a contract in the form of contract attached hereto, properly completed in accordance with said bid, and shall furnish a bond for the faithful performance of said contract, and for the payment of all persons performing labor or furnishing material in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said bid, then this obligation shall be void.

Otherwise, the same shall remain in force and effect- it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received hereby stipulates and agrees that the obligation of said Surety and its bonds shall be in no way impaired or affected by any extension of the time within which the Obligee may accept such bid and said Surety does hereby waive notice of any such extension.

00 43 13  
Contractor Bid Bond

In witness whereof, the principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set above.

Signed and sealed this 10th day of May, 2016, which is the same date as that of the bid due date.

**Contractor**

\_\_\_\_\_  
(Signature)

  
Christopher Green, President  
*insert name and title*

**Mechanical Services, Inc.**

**400 Presumpscot Street  
Portland, ME 04103**

**Surety**

\_\_\_\_\_  
(Signature)



**Louise C Beaumont, Attorney-In-Fact**

**Merchants Bonding Company (Mutual)**

**P.O. Box 14498  
Des Moines, IA 50306-3498**

If Contractor is a partnership, all partners shall execute the bond. A power of attorney document indicating that it still is in full force and effect shall be provided by the person executing this bond.

**MERCHANTS**  
**BONDING COMPANY™**  
**POWER OF ATTORNEY**

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

**Debra Jean Kenney; Jonathan Cross; Judy Chambers; Louise C Beaumont; Melanie Campbell; Royce M Cross**

their true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver on behalf of the Companies, as Surety, bonds, undertakings and other written obligations in the nature thereof, subject to the limitation that any such instrument shall not exceed the amount of:

**FIVE MILLION (\$5,000,000.00) DOLLARS**

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 24, 2011.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 1st day of December, 2015.



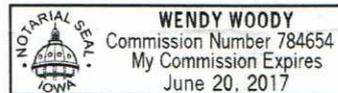
**MERCHANTS BONDING COMPANY (MUTUAL)**  
**MERCHANTS NATIONAL BONDING, INC.**

By *Larry Taylor*

President

STATE OF IOWA  
COUNTY OF Dallas ss.

On this 1st day of December, 2015, before me appeared Larry Taylor, to me personally known, who being by me sworn did say that he is President of the MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



*Wendy Woody*  
Notary Public, Polk County, Iowa

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of the MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 10th day of May, 2016.



*William Warner Jr.*  
Secretary