## TOWN OF OLD ORCHARD BEACH TOWN COUNCIL MEETING TOWN HALL CHAMBERS Tuesday, February 20, 2018

A Town Council Workshop of the Old Orchard Beach Town Council was held on February 20, 2018. Chair Thornton opened the Workshop at 6:30 p.m.

The following were in attendance:

Chair Joseph Thornton Vice Chair Shawn O'Neill Councilor Kenneth Blow Councilor Jay Kelley Councilor Michael Tousignant Town Manager Larry Mead Assistant Town Manager V. Louise Reid

ACCEPTANCE OF MINUTES:

Accept the Town Council Minutes of February 6, 2018.

MOTION: Councilor Tousignant motioned and Vice Chair O'Neill seconded to Accept the Minutes as read.

**VOTE: Unanimous.** 

**BUSINESS LICENSES AND APPROVAL:** 

CHAIR: I open this Public Hearing at 6:32 p.m.

<u>Town of Old Orchard Beach dba/The Ballpark</u> (207-3-6X), 7 Ballpark Way, requesting Council to waive the fee for two (2) year renewal in the amount of \$440 for the Victualers with Preparation; No Alcohol Sales; and one (1) Vending Machine License; <u>American</u> <u>Legion dba/American Legion Public Parking Lot</u> (205-7-8XC), 14 Imperial Street, requesting Council to waive the fee for two (2) year renewal in the amount of \$500 for the Parking Lot License; <u>Good Shephard Parish dba/Good Shepard Parish Parking Lot</u> (206-30-1X), 8 Saco Avenue, requesting Council waive the two (2) year renewal fee in the amount of \$600 for the Parking Lot License; <u>Susan M. Nicot</u> (205-6-6-8), 6 Imperial Street, Unit #8, one year round rental; <u>Joel G. Blow</u> (210-2-52), 34A Smithwheel Road, one year round rental; and <u>Anne D. Taylor (311-12-8)</u>, 2 Wesley Avenue, two year round rentals.

CHAIR: I close this Public Hearing at 6:33 p.m.

**MOTION:** Councilor Tousignant motioned and Vice Chair O'Neill seconded to Approve the business licenses as read.

**VOTE: Unanimous.** 

PUBLIC HEARING: AMUSEMENT PERMITS AND APPROVAL:

CHAIR: I open this Public Hearing at 6:33 p.m.

<u>Jeanne LaChance dba/JJ's Eatery Too</u> (306-5-1). 12B Old Orchard Street. Single/Duo Acoustic – Outside and Inside – 6:00 p.m. – 10:30 p.m.; and <u>Dimitri Inc., dba/Jimmy the</u> <u>Greek's</u> (211-9-1), 215 Saco Avenue, Bands, DJ's, Comedy & more, Amplified, Outside & Inside, 12:00 p.m. – 1:00 a.m.

CHAIR: I close this Public Hearing at 6:34 p.m.

MOTION: Councilor Kelley motioned and Councilor Blow seconded to Approve the Amusement Permits as read.

**VOTE: Unanimous.** 

PUBLIC HEARING LIQUOR LICENSES AND APPROVAL (NEW):

CHAIR: I open this Public Hearing at 6:34 p.m.

<u>Ahmed Rizk dba/Cobblestone Grille</u> (206-27-13), 8 Heath Street, Unit E, transfer of Liquor License from 35 Old Orchard Street to 8 Heath Street, Unit E., m-v in a Restaurant.

CHAIR: I close this Public Hearing at 6:35 p.m.

**MOTION:** Councilor Blow motioned and Councilor Kelley seconded to Approve the Liquor License Renewal as read.

VOTE: Unanimous.

TOWN MANAGER'S REPORT:

The Town Manager reported that four weeks from tonight he will by submitting the FY19 municipal budget to the Council. Budget workshops will begin Tuesday, April 3, following the regular Council Meeting. He is busy meeting with the Department Heads reviewing proposed budgets. In addition the Finance Committee has initiated its review of capital budgets and meets again this Thursday evening at 5:30 at the Police Department. The Town will apply for one million dollars in Sate Community Development Block Grant funds in order to replace sewer water and storm water lines on Fern Avenue and West Old Orchard Street between Washington Avenue between West Old Orchard and Union. In addition the project will involve sidewalk and curbing improvements to these streets as well as road improvements. The Water District would fund the cost of water line improvements. Much of the infrastructure in this area is over 1000 years old. This is a competitive process so there is no guarantee of funding. There will be a public hearing on the proposed grant application at the March 6, 2018 regular Town Council meeting and we hope that resident will turn out to express their support of this application, because participation by the Public in the process is one of the factors that determines award of funds by the State. A mailing has gone out today to all of the property owners in the project area notifying them of the upcoming hearing. The Planning and Code Enforcement Office is establishing new office hours for customers wishing to consult with a Code Enforcement Officers. There will be a designated walk-in hours posted during which a Code Enforcement Officer will be available to the public on a drop-in, unscheduled basis. The walk-in hours are: Monday – 8:00 to 11:30 a.m.; Tuesday - Noon to 6:00 p.m.; Wednesday – 8:00 a.m. to 11:30 a.m. and the window is closed from 2:30 p.m. to 4:00 p.m.; Thursday, 8:00 a.m. – 11:30 a.m.; and Friday – 8:00 to 1:00 p.m. As an Alternative Code

Enforcement Officers will be available to residents and customers outside the walk-in hours by pre-appointment only. The purpose of this new schedule is to allow adequate time for Code Enforcement Officers to do field inspections, as well as to do follow up office work related to inspections and enforcement. We appreciate the public's patients and cooperating in adjusting to this new schedule. The Town Manager met last week with residents from the Pines who are very upset by the increasing cost of cable and internet services under Spectrum, which has replaced Tim Warner, as the community's provider. Like most of us they have seen their monthly bills spike upwards to \$150 and \$160 range. Like many residents they are retired and on a fixed income. These increases really hurt. In the past Time Warner was willing to work with people who needed help meeting expenses by offering reduced rates or different packages that were more affordable. That does not seem to be how Spectrum operates. The Town has no influence over what Spectrum charges. Cable service is regulated by the Federal Government but there is in fact little regulation of cost or service. While there are some alternatives to cable available through internet streaming services, it can be difficult for older residents to manage the technical ins and outs of figuring all of that out. The Town Manager plans on working with the School Department to explore ways to connect our young, tech savvy residents with older Tow residents who could use some help in getting around pricey cable bills from Spectrum. Yes, there is a winter carnival scheduled for this weekend with OOB365. Your Public Works Department has been busy last week and this hauling snow to Old Orchard Street to build a giant sledding hill down the main street of Town. Friday night beginning at 4:00 and Saturday beginning at 9:00 a.m. come down and join the fun. Saturday there will also be pony rides at Noon, rides on the street train and the Palace Playland arcade.

# 7107 Discussion with Action: Accept the proposal from Wright Pierce Engineering for design engineering services related to Sewer Replacement in the Campground area around Evergreen Avenue, not to exceed \$32,000, from Account Number 50002-50508 – Capital Improvement Program, Public Works Sewer Improvement, with a balance of \$378,407.61.

## Background

The Public Works Department conducted this past year sewer cleaning and camera inspection of numerous streets in and around Evergreen Avenue in the campground area. The inspection identified structural problems in a number of areas and there have been reported issues, including plugs with several locations in the target area. The narrow streets and dense development in this area create challenges in completing the sewer replacement that necessitate engineering design services including bid plans and specifications. The Department intends to seek bids in FY19 for a portion of the target area, including parts of Evergreen, parts of 11<sup>th</sup> Street, and 8<sup>th</sup> and 9<sup>th</sup> Streets. Fort Hill Avenue between Saco and Longwood is also included in this proposal because of deficiencies.

MOTION: Councilor Blow motioned and Vice Chair O'Neill seconded to Accept the proposal from Wright Pierce Engineering for design engineering services related to Sewer Replacement in the Campground area around Evergreen Avenue, not to exceed \$32,000, from Account Number 50002-50508 – Capital Improvement Program, Public Works Sewer Improvement, with a balance of \$378,407.61.

## **VOTE: Unanimous.**



WATER WASTEWATER STORMWATER INFRASTRUCTURE

November 17, 2017 W-P Project No. MCVME

Mr. Joe Cooper, Director of Public Works Town of Old Orchard Beach One Portland Avenue Old Orchard Beach, ME 04064

Subject:

Proposal for Design Engineering and Bidding Services Evergreen Sewer Replacement

Dear Mr. Cooper:

We are pleased to provide you with this proposal for design, engineering and bidding services for replacement of the sewer main in the Fort Hill and Evergreen Avenue areas.

Earlier this year, DPW undertook a sewer cleaning and CCTV inspection of the sewer mains within portions of the Town, which included assessment of the sewer in/around Fort Hill and Evergreen Avenue. The inspection revealed both structural and alignment issues in various segments and allowed DPW to develop a prioritized list for replacement and rehabilitation. Based on known connectivity and discharge locations and the results of the CCTV inspections, the following segments (and shown on the attached figure) have been noted as high priority and are the focus of this project for sewer replacement:

- Evergreen Avenue from 15<sup>th</sup> Street to Circuit Avenue;
- 11<sup>th</sup> Street from Evergreen Avenue to Wesley Avenue;
- 9<sup>th</sup> Street;
- 8<sup>th</sup> Street;
- Pine Street
- Linden Avenue;
- Circuit Avenue from Evergreen Avenue to Wesley Street.
- Fort Hill from Heath Street/Saco Ave to Longwood Ave

#### Scope of Services:

Based on our understanding of existing sewer conditions and project area, design services to be provided by Wright-Pierce will include the following:

 Coordinate with local surveyor to gather existing condition survey information and available utility information for the project area for sewer replacement. The survey will be limited to information within the right-of-way, including centerline and edge of travel way, sidewalks, and structures/infrastructure that can be visually observed. The right-of-way will be established based

Recognized for Engineering Excellence ~ Selected for Service & Value www.wright-pierce.com

99 Main Street Topsham, ME 04086 Phone: 207.725.8721 | Fax: 207.729.8414 Mr. Joe Cooper, Director of Public Works November 17, 2017 Page 2 of 3



on the Town of Old Orchard Beach GIS/available Tax Map information. Boundary survey is not anticipated. In addition, as this project is generally sewer replacement, the survey will be limited to surface features necessary for sewer replacement.

- Conduct utility coordination to assess known utility locations within the project area that may impact construction and alignment and potential upgrades by utility companies in the near future;
- 3. Coordinate the layout and location of the proposed sewer main once the survey is completed and prepare preliminary design plans including plan and profile sheets and design details;
- Should subsurface exploration be required, Wright-Pierce will coordinate with Town staff and schedule a day for exploratory test pits;
- 5. Meet with Town staff to review preliminary design drawings and details;
- 6. Provide necessary plans to the Town for meetings with additional Town Staff or abutting landowners;
- 7. Upon receipt of comments from Town staff, refine and prepare final design plans and specifications along with Engineers estimate of probable construction costs. A 95% set of documents, will be provided to the Town for review and approval as well as provided to utility companies for final coordination.
- 8. Prepare 100% documents acceptable for bidding.
- 9. Based on available funding, we will support the Town during advertisement and procurements of bids for construction. Bidding services will include advertising for bids, distribution of drawings and specifications, maintaining a list of prospective bidders, responding to bidder questions, preparation and attendance at pre-bid conference, preparing and issuing addenda, attending the bid opening, tabulating and evaluating bids and preparing a letter of recommendation regarding award of the contract.

#### Compensation

Based on the above, we have prepared the following recommend budget to complete the scope of service.

Task	Budget Range
Survey	\$ 6,500 to \$ 7,500
Preliminary and Final Design	\$ 22,500 to \$ 24,500
Bidding Phase Services*	\$ 3,000 to \$ 3,500
Total Budget for Design and Engineering	\$ 32,000 to \$ 35,500

\*For bidding phase services, we would recommend the Town budget \$3,000 to \$3,500 for each project bid. This budget assumes the segments will be bid as one complete project. The final budget shall be dependent on the number of bid packages released.

Wright-Pierce will complete the above on an hourly basis of engineer's salary cost times a factor of 2.2, plus expenses. Any additional services performed at the Client's request and authorization will be compensated on an hourly basis of engineer's salary costs times a factor of 2.2 plus expenses.

Services will be performed in accordance with our standard general conditions for engineering agreements (Exhibit A - copy attached).

Mr. Joe Cooper, Director of Public Works November 17, 2017 Page 3 of 3



#### Schedule

Wright-Pierce is available to begin coordination immediately upon approval by the Town. Our aim will be to complete the design and have bid documents available for bidding in March 2018, which will be dependent on notice to proceed, Town review time and meeting requirements.

The first step will include surveyor coordination. Based on recent discussions, survey field work is being scheduled 2-3 weeks out, but survey schedule will be dependent on workload and weather conditions. Upon receipt of survey information, we would anticipate a preliminary design to be available within 3-4 weeks for review with Town Staff.

If this proposal is acceptable, please have an authorized agent sign below and return a copy for our files.

We appreciate this opportunity to be of service to you, and look forward to this opportunity to work with you on this project. Should you have any questions or wish to discuss this proposal further, please do not hesitate to contact me at 207-798-3770.

Sincerely, WRIGHT-PIERCE

edian

Stephanie A. Hubbard, PE Project Manager stephanie.hubbard@wright-pierce.com

onathan C. Edgerton,

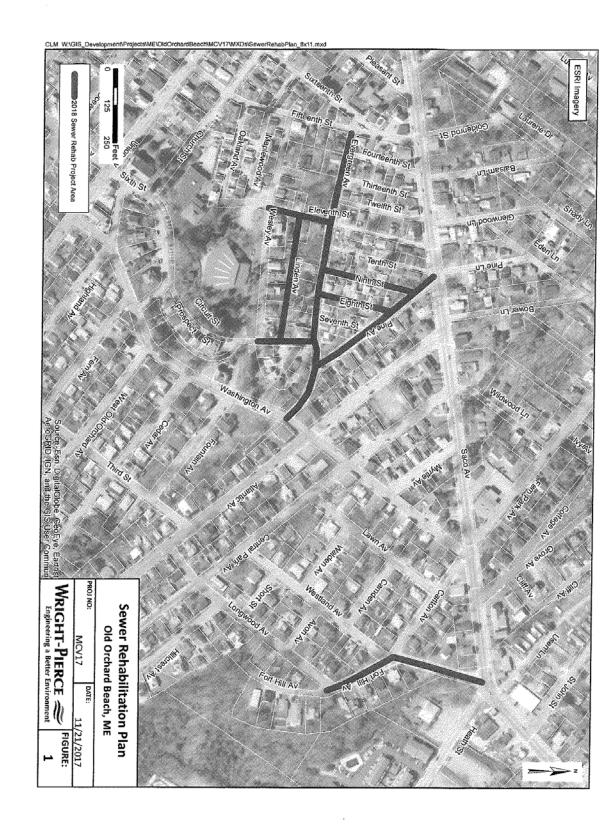
Senior Vice President

#### CLIENT:

Ву:\_\_\_\_\_

Title:\_\_\_\_\_

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



Page 7 of 61 Town Council Workshop Minutes of February 20, 2018

# 7108 Discussion with Action: Accept the bid from Norris, Inc., in the amount of \$23,922 for the purchase and installation of an Electronic Door Access Control System for the Fire Station, from Account Number 52002-50813 – Capital Facility Improvement – Fire, with a balance of \$25,939.50.

## **BACKGROUND:**

# The Fire Department went out with an RFP for the purchase and installation of an Electronic Door Access Control System for the Fire Department. The following bids were received:

				bid	
Company	Name	Email	phone	amount	/
	· · · · · · · · · · · · · · · · · · ·		1	\$	· · · · · ·
Minuteman Security	Kevin Inman	kinman@minutemanst.com	207-464-0018	18,946.61	<u> </u> !
	· · · · · · · · · · · · · · · · · · ·			\$	/
Setronics	Tom Carroll	tcarroll@setronics.com	978-437-0248	24,793.00	'
Griffon Security	Sheryl			\$	
Technologies	Watson	swatson@griffonsecurity.com	207-569-7070	36,900.55	'
	,			· · · · · · · · · · · · · · · · · · ·	additional
	Dennis		1	\$	\$2569.50
Connectivity Point	Masse	dmasse@connectivitypoint.com	207-576-7017	23,529.84	for gate
	· · · · · · · · · · · · · · · · · · ·		 	\$	
Securadyne Systems	Dan Holt	dan.holt@securadyne.com	207-464-0250	45,869.76	<u> </u>
	Daniel			\$	
Norris Security	Gelinas	dgelinas@norrisinc.com	207-249-5505	23,922.00	

Although Norris Security was next to the lowest bidder, they presented a very clear proposal and a product that we feel will meet the needs of our Department now and into the future.

The Fire Chief and Deputy Fire Chief are recommending accepting the bid from Norris, Inc. in the amount of \$23,922, from Account Number 52002-50813 – Capital Facility Improvement – Fire, with a balance of \$25,939.50. The Fire Chief gave more definitive reasoning for the need to security purposes to have the new electronic door access system indicating that many just walk into the facility and it poses serious security issues. The question was asked why they didn't go out to the same company to see the cost of replacement but the Chief indicated they did go out for the RFP and received six bids as listed above.

MOTION: Councilor Tousignant motioned and Councilor Blow seconded to Accept the bid from Norris, Inc., in the amount of \$23,922 for the purchase and installation of an Electronic Door Access Control System for the Fire Station, from Account Number 52002-50813 – Capital Facility Improvement - Fire, with a balance of \$25,939.50.

VOTE: Unanimous.

## Request for Proposal Fire Department Door Access Control System

The Town of Old Orchard Beach is soliciting proposals for the purchase and installation of an Electronic Door Access Control System for the Fire Department located at 136 Saco Avenue, Old Orchard Beach, Maine 04064.

This Request for Proposal document does not define any contractual relationship between the selected respondent and the Town or Old Orchard beach or obligate the Town of Old Orchard Beach to follow a set selection process. Any binding agreement between the Town of Old Orchard Beach and the successful respondent will be through a formal written agreement after the Town of Old Orchard Beach Town Council has made its selection.

Proposals must be received by the Town of Old Orchard Beach no later than 1:00 p.m. on Thursday, December 21, 2017 at which time there will be a public opening. Proposals should be in a sealed envelope plainly marked – "RFP – Fire Station Door Access Control System" and mailed or hand delivered (no e-mails accepted) to:

> Town Manager Town of Old Orchard Beach 1 Portland Avenue Old Orchard Beach, Maine 04064

The Request for Proposal can be accessed on the Town's Website – <u>www.oobmaine.com</u> and additional information concerning the project directed to:

Rich C. Kindelan – Deputy Fire Chief – 207-937-5858 X 1218 rkindelan@oobmaine.com

Ed Dube – Fire Chief – 207-937-5858 – X1201 edube@oobmaine.com





Town of Old Orchard Beach, Maine NOTICE OF REQUEST FOR PROPOSALS FIRE DEPARTMENT FIRE STATION DOOR ACCESS CONTROL SYSTEM

November 29, 2017

Larry S. Mead, Town Manager Town of Old Orchard Beach I Portland Ave. Old Orchard Beach ME 04064

## **Town of Old Orchard Beach**

#### Request for Proposal - Fire Dept Door Access Control System - continued

## **OBJECTIVES**

The Town of Old Orchard Beach is soliciting proposals for the purchase and installation of an Electronic Door Access Control System for the Fire Station located at 136 Saco Ave., Old Orchard Beach, ME 04074

This Request for Proposal document does not define any contractual relationship between the selected respondent and the Town of Old Orchard Beach or obligate the Town of Old Orchard Beach to follow a set selection process. Any binding agreement between the Town of Old Orchard Beach and the successful respondent will be through a formal written agreement (contract – see Exhibit B) after the Town of Old Orchard Beach Town Council has made its selection.

#### A. SUBMISSION INFORMATION AND REQUIREMENTS

Proposals must be received by the Town of Old Orchard Beach no later than 1:00 PM on Thursday, December 21, 2017. There will be a public opening at that time. Proposals should be in a sealed envelope plainly marked "RFP – Fire Station Door Access Control System", and mailed or delivered to:

Town Manager Town of Old Orchard Beach 1 Portland Ave. Old Orchard Beach, ME 04064

Each proposal shall include:

Proposal Bid Form - Please complete Bid Response Form labeled Exhibit A, page 5.

<u>References</u>: Please include names, address, phone number and contact persons of at least three (3) clients with whom the Proposer has provided similar services.

#### **INQUIRIES:**

Any additional information concerning the project should be directed to:

Rich C. Kindelan, Deputy Chief at 207-937-5858, email: rkindelan@oobmaine.com

Ed Dube, Fire Chief at 207-937-5858, email: edube@oobmaine.com

Town of Old Orchard Beach. ME

Published on November 29, 2017

Page 2 of 6

## **Town of Old Orchard Beach**

#### Request for Proposal - Fire Dept Door Access Control System - continued

#### **RESERVATION OF RIGHTS**

The Town reserves the right to request clarification of and/or solicit additional information of any proposer; to have proposer(s) make presentations to the Selection Committee; and/or to negotiate with any proposer(s) regarding any terms of their proposal, including but not limited to the cost and/or scope of services, with the intent to achieve the best proposal that shall result in a contract that is deemed by the Town to be in its best interests. Any such negotiations will use the selected proposal as a basis to reach a final agreement, if possible.

The Town reserves the right to waive any informality in the proposal, to accept any proposal, and, to reject any and all proposals, should it be deemed for the best interest of the Town to do so. The Town reserves the right to substantiate the Proposer's qualifications, capability to perform, availability, past performance record and to verify that the proposer is current in its obligations to the Town, as follows:

Pursuant to Town ordinance, the Town is unable to contract with businesses or individuals who are delinquent in their financial obligations to the Town. These obligations may include but are not limited to real estate and personal property taxes. Bidders who are delinquent in their financial obligations to the Town must do one of the following: bring the obligation current, negotiate a payment plan with the Town's Finance office, or agree to an offset which shall be established by the contract which shall be issued to the successful bidder.

#### **B. SPECIFICATION OF WORK**

The proposal should include the following items:

- · Evaluation and design services for installation including 10 access points in all:
  - ✓ 9 personnel door entry points
  - ✓ 1 parking lot gate entry point
- 1 Computer based door access control system that is compatible with current computer and network capabilities, or determine appropriate network requirements.
- All necessary hardware, software required to operate a door access control system (Wiring, Card/Fob readers, door equipment)
- 200 Access cards or FOBs
- · Back up door securing capabilities in the event of power or other failure
- Ability/Options for expandability

Town of Old Orchard Beach, ME

Published on November 29, 2017

Page 3 of 6

## Request for Proposal - Fire Dept Door Access Control System - continued All Warranties and available service options. A warranty certificate or information must . be submitted with the bid. . System shall have a manufacturer's service and/or software support representative available within 24 hours. Proposers shall provide a written itemized proposal which also lists and explains any deviations from these specifications. Proposers shall provide sufficient detail and proof needed to assist the Town in fully evaluating compliance with the detailed specifications. Failure to do so may result in rejection of the bid in its entirety. The Town retains the right to reject any bids if it is in the best interest of the Town. All interested parties may visit the site prior to submittal of proposal, and should contact Rich C. Kindelan at 207-937-5858 to schedule an appointment. Town of Old Orchard Beach. ME Published on November 29, 2017 Page 4 of 6

**Town of Old Orchard Beach** 

	Request for Proposal – Fire Dept Door Access Control System - continued
	PROPOSAL BID RESPONSE FORM
lota	l Price for all services listed below:
A	ttach additional documentation to this Bid Response Form if you need more space.
٠	Evaluation and design services for installation including 10 access points in all:
	✓ 9 personnel door entry points
	✓ 1 parking lot gate entry point
٠	1 Computer based door access control system that is compatible with current computer and network capabilities, or determine appropriate network requirements.
٠	All necessary hardware, software required to operate a door access control system (Wiring, Card/Fob readers, door equipment)
٠	200 Access cards or FOBs
٠	Back up door securing capabilities in the event of power or other failure
•	Ability/Options for expandability
•	System shall have a manufacturer's service and/or software support representative available within 24 hours.
a)	Please provide warranty information on all components of door access control system. Copy of warranty must be included with proposal.
b)	Please provide available service options for both manufacturer's service and software support service and the annual cost for these services.

	oosal – Fire Dept Door Access Control System - continued
<li>c) Please provide a n of representatives for similar project</li>	ninimum of three (3) references: Name, address, and telephone number of current or recent clients familiar with work performed by your firm is.
d) Fully explain all d	leviations from the specifications in writing below.
	is bid understands the Town of Old Orchard Beach reserves the right to ct any or all items, and further, reserves the right to delete any item or           BIDDER:
Date:	(Company Nama)
Date:	(Company Name) ADDRESS:
Date:	

Exhibit B

#### TOWN OF OLD ORCHARD BEACH <u>AGREEMENT</u>

This contract (hereinafter referred to as "Agreement") is made and entered into on this \_\_\_\_\_\_ day of \_\_\_\_\_\_\_, by and between the Inhabitants of the Town of Old Orchard Beach with a mailing address of 1 Portland Avenue, Old Orchard Beach, Maine 04064 (hereinafter referred to as "Town"); and \_\_\_\_\_\_ with a mailing address of \_\_\_\_\_\_ (hereinafter referred to as "Contractor").

#### WITNESSETH:

In consideration of the mutual covenants and conditions set forth herein, the Town and the Contractor agree as follows:

#### I. SCOPE OF WORK

The Contractor shall furnish all of the services and materials, and perform all of the work as outlined in a bid /proposal/ quote sheet request dated \_\_\_\_\_\_ and attached hereto as \_\_\_\_\_\_. The Contractor shall be responsible for the professional quality, technical accuracy, and timely completion of all services furnished by the Contractor under this Agreement.

#### II. CONTRACTOR OBLIGATIONS

The Contractor warrants:

A. That it will furnish all vehicles, materials, personnel, tools and equipment, except as otherwise specified herein, and do everything necessary and proper to satisfactorily perform the Services required by this Agreement.

B. That it is financially solvent, is experienced in and competent to perform the Services and is able to furnish the vehicles, materials, personnel, tools and equipment to be furnished by it.

C. That it is familiar with all federal, State and local statutes, laws, rules, regulations, ordinances and orders which may in any way affect the Services.

D. That it has carefully examined the Request for Bid Proposals, the Specifications, this Agreement and the site of the Services and has conducted its own investigation of the nature and location of the Services, the character of equipment and personnel needed to perform the Services and all conditions which may in any way affect the performance of the Services.

E. That any increase in Contractor's costs during the term of this Agreement shall be the sole responsibility of the Contractor.

Version 2014.04

#### III. COMMENCEMENT AND COMPLETION

The Contractor will commence work on or after \_\_\_\_\_ and will complete work on or before

#### IV. PAYMENT TERMS

A. The Town shall pay the Contractor for the performance of Services under this Agreement the sum of \$ (the "Contract Price").

The Town shall make payments to the Contractor upon invoice for services.

#### V. GUARANTEE

A. To the extent construction or materials are provided in the provision of services hereunder, the Contractor and the subcontractors, if any, shall guarantee their work against any defects in workmanship and materials for a period of one year from the date of the Town's written acceptance of this project, and agree to repair or replace at no cost or expense to the Town all work, materials and fixtures at any time during said one year period.

B. The Contractor represents that in the performance of its obligations hereunder, it will perform in accordance with applicable standards of conduct for professionals in the field. Where an engineer's stamp or seal is required in the conduct of such services, the documents shall be stamped by a professional engineer registered in the State of Maine.

#### VI. PERMITS AND LICENSES

Permits and licenses necessary for the prosecution of the services shall be secured and paid by the Contractor.

#### VII. TERMINATION

Either party may terminate this Agreement for cause after giving the other party written notice and a reasonable opportunity to cure. The Town may terminate without cause by giving the Contractor fourteen (14) days notice, and compensating the Contractor equitably to the termination date.

#### VIII. DISPUTE RESOLUTION

Any controversy or claim arising out of or related to this Agreement, which cannot be resolved between the parties shall be submitted to the Maine Superior Court (York County). This agreement shall be governed by Maine law.

#### IX. QUALIFICATIONS

The Contractor represents it holds, and will continue to hold during the term hereof any and all qualifications, licenses and certifications required to perform its services in Maine. The contractor shall perform all services in accordance with professional standards.

#### X. SUBCONTRACTORS

The Contractor shall be fully responsible to the Town for the acts and omissions of any subcontractors, and of persons either directly or indirectly employed by it, and shall hold subcontractors to the same terms and conditions as Contractor is held under this Agreement. No subcontractors shall be retained on this Agreement without the specific prior written approval of the Town.

#### XI. INSURANCE

Except as otherwise provided by this Agreement, the Contractor and its subcontractors and consultants shall obtain and maintain, throughout the term of this Agreement and at no expense to the Town, the following insurance coverage:

a. General and professional liability insurance in the amount of not less than Four Hundred Thousand Dollars (\$400,000) or such other amount as is established by the Maine Tort Claims Act (14 M.R.S.A. §8101 <u>et seq.</u>) as amended from time to time, combined single limit, to protect Contractor, any subcontractor performing Services under this Agreement, and Town from claims and damages that may arise from operations under this Agreement, whether such operations be by Contractor or by a subcontractor or by anyone directly or indirectly employed by them.

b. Automobile Liability Insurance in the amount of not less than Four Hundred Thousand Dollars (\$400,000) or such other amount as is established by the Maine Tort Claims Act (14 M.R.S.A. §8101 et seq.) as amended from time to time, combined single limit, to protect Contractor, any subcontractor performing work covered by this Agreement, and Town from claims and damages that may arise from operations under this Agreement, whether such operations be by Contractor or by a subcontractor or by anyone directly or indirectly employed by them.

c. Workers' Compensation Insurance in amounts required by Maine law and Employer's Liability Insurance, as necessary, as required by Maine law. In case any class of employees engaged in hazardous work under this Agreement is not protected under the Workers' Compensation Act, Contractor shall, at its own expense, provide for the protection of its employees not otherwise protected.

d. All such insurance policies shall name Town as an additional insured, except that for purposes of workers' compensation insurance, Contractor and its subcontractors instead may provide a written waiver of subrogation rights against Town. Contractor, prior to commencement of Services under this Agreement, and any of its subcontractors, prior to commencement of Services under any subcontract, shall deliver to Town certificates satisfactory to Town evidencing such insurance coverage.

#### XII. INDEMNIFICATION

To the fullest extent permitted by Laws and Regulations, Contractor shall defend, indemnify, and hold harmless Town, its officers, employees and agents, in their official and individual capacities, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other

professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Agreement by the Contractor, its officials, employees, agents and subcontractors, including the loss of use resulting therefrom, if caused in whole or in part by the acts or omissions, whether negligent, intentional or otherwise, or breach of the Agreement 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. Nothing herein 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.

#### XIII. ENTIRE AGREEMENT

This Agreement represents and contains the entire agreement between the parties. Prior discussions or verbal representations by the parties that are not contained in this Agreement are not a part of this Agreement.

Date:	· · · · · · · · · · · · · · · · · · ·
	Ву:
	Title:
	INHABITANTS OF THE TOWN OF OLD ORCHARD BEACH
Date:	By: Larry S. Mead, Town Manager

4

## Request for Proposal Fire Department Door Access Control System

The Town of Old Orchard Beach is soliciting proposals for the purchase and installation of an electronic Door Access Control System for the Fire Department located at 136 Saco Avenue, Old Orchard Beach, Maine 04064.

This Request for Proposal document does not define any contractual relationship between the selected respondent and the Town or Old Orchard beach or obligate the Town of Old Orchard Beach to follow a set selection process. Any binding agreement between the Town of Old Orchard Beach and the successful respondent will be through a formal written agreement after the Town of Old Orchard Beach Town Council has made its selection.

Proposals must be received by the Town of Old Orchard Beach no later than 1:00 p.m. on Thursday, December 21, 2017 at which time there will be a public opening. Proposals should be in a sealed envelope plainly marked – "RFP – Fire Station Door Access Control System" and mailed or hand delivered (no e-mails accepted) to:

> Town Manager Town of Old Orchard Beach 1 Portland Avenue Old Orchard Beach, Maine 04064

The Request for Proposal can be accessed on the Town's Website – <u>www.oobmaine.com</u> and additional information concerning the project directed to:

Rich C. Kindelan – Deputy Fire Chief – 207-937-5858 X 1218 rkindelan@oobmaine.com

Ed Dube – Fire Chief – 207-937-5858 – X1201 edube@oobmaine.com

## Town of Old Orchard Beach Treasurer - Finance Director Diana H. Asanza OOB Town Hall Telephone: (207) 937-5622 1 Portland Avenue Fax: (207) 937-5722 OOB, ME 04064 Email: dasanza@oobmaine.com

## ADDENDUM TO RFP

After meeting with two potential bidders and questions by email from one, I believe the following information should be shared in an addendum:

1. Are there any Union Labor Requirements that need to be met in the work Scope? There are no union labor requirements

2. Is it appropriate to consider Wireless door controls? Yes.

3. Are Electronic Floor plans or Schematics available? At this time, we have been unable to locate electronic copies in our files.

Rich C. Kindelan Deputy Fire Chief Town of Old Orchard Beach Fire Department 136 Saco Avenue Old Orchard Beach, Maine 04064 (207) 934-7790 rkindelan@oobmaine.com

Town of (	Old	Orchard	Beach
-----------	-----	---------	-------

Request for Proposal - Fire Dept Door Access Control System - continued

Exhibit A

### Total Price for all services listed below: \$23,922

Attach additional documentation to this Bid Response Form if you need more space.

- · Evaluation and design services for installation including 10 access points in all:
  - ✓ 9 personnel door entry points
  - I parking lot gate entry point
- 1 Computer based door access control system that is compatible with current computer and network capabilities, or determine appropriate network requirements.
- All necessary hardware, software required to operate a door access control system (Wiring, Card/Fob readers, door equipment)
- 200 Access cards or FOBs

1.20

- Back up door securing capabilities in the event of power or other failure
- Ability/Options for expandability
- System shall have a manufacturer's service and/or software support representative available within 24 hours.
- a) Please provide warranty information on all components of door access control system. Copy of warranty must be included with proposal.

Norris, Inc. warrants that the products of its manufacturers shall be free from defects in materials or workmanship as warranted by the manufacturer which is typically for a one (1) year period from the completed installation date.

 b) Please provide available service options for both manufacturer's service and software support service and the annual cost for these services.
 See Attachment: Service

Town of Old Orchard Beach, ME Published on November 29, 2017

Page 5 of 6

Page 14 of 39

-		
-		
	•••	
and the second second	2	Town of Old Orchard Beach
		Request for Proposal – Fire Dept Door Access Control System - continued
	,ŧ	
;	2	c) Please provide a minimum of three (3) references: Name, address, and telephone number of representatives of current or recent clients familiar with work performed by your firm for similar projects.
- International Statements	11 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	See Attachment: References
بأستيم الع		d) Fully explain all deviations from the specifications in writing below.
		Customer has stated gate keypad is cabled via underground pipe to the Radio Room. This quote assumes that pathway. If such does not exist an Add/Change to add that pathway can be provided on a T&M basis.
	۰ . ۲	The Vendor submitting this bid understands the Town of Old Orchard Beach reserves the right to reject any or all bids, reject any or all items, and further, reserves the right to delete any item or parts of items.
	3	
		Date: 12/29/17 BIDDER: Norris, Inc. (Company Name)
11-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1	eran de la compañía d	ADDRESS: 2257 W Broadway
and the second second	>	South Portland ME 04106
Automatic Constants		BY: Authorized Representative)
	-	PRINT NAME: Peter Reed
1		
. 		Town of Uld Orchard Beach. ME Published on Kovember 29, 2017 Page 6 of 6
]		Page 15 of 39

J

Page 23 of 61 Town Council Workshop Minutes of February 20, 2018

	Request for Proposal – Fire Dept Door Access Control System - continued
	PROPOSAL BID RESPONSE FORM
Tot	tal Price for all services listed below: \$36,900.55
	Attach additional documentation to this Bid Response Form if you need more space.
•	<ul> <li>Evaluation and design services for installation including 10 access points in all:</li> </ul>
	✓ 9 personnel door entry points Included
	<ul> <li>1 parking lot gate entry point Included</li> </ul>
•	1 Computer based door access control system that is compatible with current computer and network capabilities, or determine appropriate network requirements. Included
٠	All necessary hardware, software required to operate a door access control system (Wiring, Card/Fob readers, door equipment) Included
ľ	200 Access cards or FOBs Included
•	Back up door securing capabilities in the event of power or other failure Included
٠	Ability/Options for expandability Included
•	System shall have a manufacturer's service and/or software support representative available within 24 hours. Read and Agreed
a)	Please provide warranty information on all components of door access control system. Copy of warranty must be included with proposal.
	Please refer to #3 of our Terms & Conditions (page 7 of proposal). Equipment is warranted by manufacturer for 1 year.
b)	Please provide available service options for both manufacturer's service and software support service and the annual cost for these services.

\*

 $\sim_{5}$ 

	Request for Proposal – Fire Dept Door Access Control System - continued
	PROPOSAL BID RESPONSE FORM
Tot	al Price for all services listed below: \$36,900.55
A	Attach additional documentation to this Bid Response Form if you need more space.
•	Evaluation and design services for installation including 10 access points in all:
	✓ 9 personnel door entry points Included
	✓ I parking lot gate entry point Included
•	I Computer based door access control system that is compatible with current computer and network capabilities, or determine appropriate network requirements. Included
•	All necessary hardware, software required to operate a door access control system (Wiring, Card/Fob readers, door equipment) Included
•	200 Access cards or FOBs Included
•	Back up door securing capabilities in the event of power or other failure Included
٠	Ability/Options for expandability Included
٠	System shall have a manufacturer's service and/or software support representative available within 24 hours. Read and Agreed
a)	Please provide warranty information on all components of door access control system. Copy of warranty must be included with proposal.
	Please refer to #3 of our Terms & Conditions (page 7 of proposal). Equipment is warranter by manufacturer for 1 year.
b)	Please provide available service options for both manufacturer's service and software

,

 $\sim_{0}$ 

	al – Fire Dept Door Access Control System - continued
c) Please provide a mini	mum of three (3) references: Name, address, and telephone number
of representatives of c for similar projects.	surrent or recent clients familiar with work performed by your firm
Please see at	ttached reference sheet.
d) Fully explain all devia	tions from the specifications in writing below.
	No deviations have been taken.
The Vendor submitting this bi reject any or all bids, reject an parts of items.	d understands the Town of Old Orchard Beach reserves the right to y or all items, and further, reserves the right to delete any item or
1/3/2017 Date: <u>12/21/2017</u>	BIDDER: Griffon Security Technologies, LLC (Company Name)
1 3 2017 Date: <u>12/21/2017</u>	
	(Company Name)
	(Company Name) ADDRESS: 14 Fletcher St.

×

## **Griffon Security Technologies**

## **References for**

## **Old Orchard Beach Fire Department**

## 1. Sig Sauer

· . E.

Main location: Newington, NH Other locations throughout the US Contact: Andrew Annicelli Director, Security Andrew.Annicelli@sigsauer.com (603) 610-3911

## 2. The Portland International Jetport

1001 Westbrook Street Portland, ME 04102 Contact: **Ryan Tenney** Airport Security and Operations Center Manager <u>rrt@portlandmaine.gov</u> (207) 756-8032

### 3. Maine Medical Center

Maine Location: Portland , ME Other locations throughout ME Contact: Steve Hobart Security Director hobars@mmc.org (207) 662-2124

Town	of	Old	Orchard	Beach

ŕ

	PROPOSAL BID RESPONSE FORM
Гot	al Price for all services listed below: \$24,793.00
A	ttach additional documentation to this Bid Response Form if you need more space.
۰	Evaluation and design services for installation including 10 access points in all:
	✓ 9 personnel door entry points
	✓ 1 parking lot gate entry point
۰	1 Computer based door access control system that is compatible with current computer and network capabilities, or determine appropriate network requirements.
۰	All necessary hardware, software required to operate a door access control system (Wiring, Card/Fob readers, door equipment)
0	200 Access cards or FOBs
	Back up door securing capabilities in the event of power or other failure
٠	Ability/Options for expandability
٠	System shall have a manufacturer's service and/or software support representative available within 24 hours.
a)	Please provide warranty information on all components of door access control system. Copy of warranty must be included with proposal.
	All Labor and Materials will be covered under warranty for one year from the completion date of the installation.
b)	Please provide available service options for both manufacturer's service and software support service and the annual cost for these services.

Request for Proposal	- Fire Dept Door Access Control System - continued
Optional (3) year maintena	nce plan available for \$2456.00
Optional (5) year maintena	nce plan available for \$4094.00
of representatives of cur for similar projects.	um of three (3) references: Name, address, and telephone number rent or recent clients familiar with work performed by your firm orough Public Schools - 50 Norris Rd. Tyngsborough, MA - (978)649-
	blic Schools - 33 Shattuck St. Littleton, MA - (978)540-2508
	Public Schools - 43 Harriman Hill Rd. Raymond, NH - (603)234-3390
	ons from the specifications in writing below.
	Volt AC outlets to power access control equipment.
parts of items.	or all items, and further, reserves the right to delete any item or
parts of items.	BIDDER: Setronics Corp.
parts of items.	BIDDER: Setronics Corp. (Company Name)
parts of items.	BIDDER: Setronics Corp.
parts of items.	BIDDER: Setronics Corp. (Company Name)
parts of items.	BIDDER: Setronics Corp. (Company Name) ADDRESS: 5 Executive Park Drive Billerica, MA 01862 BY: Stagey Coop

Ъ

~

Connectivity Point

 $r^c$ 

.

	Ponyoof for Brananal - Fire Deat Dear Assess Control Cyclery - southward
	Request for Proposal – Fire Dept Door Access Control System - continued
	PROPOSAL BID RESPONSE FORM
<b>Fot</b>	al Price for all services listed below:\$23,629.84*
ſ	Attach additional documentation to this Bid Response Form if you need more space.
۲	Evaluation and design services for installation including 10 access points in all:
	✓ 9 personnel door entry points
	<ul> <li>1 parking lot gate entry point</li> </ul>
٠	1 Computer based door access control system that is compatible with current computer and network capabilities, or determine appropriate network requirements.
۰	All necessary hardware, software required to operate a door access control system (Wiring, Card/Fob readers, door equipment)
٠	200 Access cards or FOBs
	Back up door securing capabilities in the event of power or other failure
٠	Ability/Options for expandability
٠	System shall have a manufacturer's service and/or software support representative available within 24 hours.
a)	Please provide warranty information on all components of door access control system. Copy of warranty must be included with proposal.
b)	Please provide available service options for both manufacturer's service and software support service and the annual cost for these services.

Request for Proposa	al - Fire Dept Door Access Control System - continued
<ul> <li>c) Please provide a minin of representatives of c for similar projects.</li> </ul>	mum of three (3) references: Name, address, and telephone numbe urrent or recent clients familiar with work performed by your firm
d) Fully explain all devia	tions from the specifications in writing below.
The Vendor submitting this bireject any or all bids, reject any parts of items.	d understands the Town of Old Orchard Beach reserves the right to y or all items, and further, reserves the right to delete any item or
Date: 1318	BIDDER: Connectivity Point (Company Name)
	ADDRESS: 187 Washington St. S.
	Auburn, ME 04210
	BY: Oland Representative)
	PRINT NAME: DENNIS Masse

¢

1	own of Old Orchard Beach
Request for	or Proposal – Fire Dept Door Access Control System - continued
	PROPOSAL BID RESPONSE FORM
Total Price for	all services listed below: 18, 946 61
	al documentation to this Bid Response Form if you need more space.
	and design services for installation including 10 access points in all:
	rsonnel door entry points
	rking lot gate entry point
<ul> <li>1 Computer and network</li> </ul>	based door access control system that is compatible with current comput capabilities, or determine appropriate network requirements.
<ul> <li>All necessar (Wiring, Car</li> </ul>	y hardware, software required to operate a door access control system d/Fob readers, door equipment)
<ul> <li>200 Access of</li> </ul>	eards or FOBs
<ul> <li>Back up door</li> </ul>	r securing capabilities in the event of power or other failure
Ability/Optic	ns for expandability
<ul> <li>System shall available with</li> </ul>	have a manufacturer's service and/or software support representative in 24 hours.
a) Please provid Copy of warra	e warranty information on all components of door access control system. anty must be included with proposal.
Зуе	AR WArranty
<ul> <li>b) Please provide support service</li> </ul>	available service options for both manufacturer's service and software and the annual cost for these services.
Please provide support service	available service options for both manufacturer's service and software and the annual cost for these services.

**Town of Old Orchard Beach** Request for Proposal - Fire Dept Door Access Control System - continued c) Please provide a minimum of three (3) references: Name, address, and telephone number of representatives of current or recent clients familiar with work performed by your firm for similar projects. Attached See d) Fully explain all deviations from the specifications in writing below. NO dougations The Vendor submitting this bid understands the Town of Old Orchard Beach reserves the right to reject any or all bids, reject any or all items, and further, reserves the right to delete any item or parts of items. Date: 12/20/17 BIDDER: Minuteman Securit (Company Name) ADDRESS: 190 Riverside St. ME 04/03 BΥ (Authorized Representative) PRINT NAME: Peter Green, RUP Town of Old Orchard Beach, ME Published on November 29, 2017 Page 6 of 6

	Request for Proposal – Fire Dept Door Access Control System - continued
	PROPOSAL BID RESPONSE FORM
Tot	al Price for all services listed below:
A	attach additional documentation to this Bid Response Form if you need more space.
•	Evaluation and design services for installation including 10 access points in all:
	<ul> <li>✓ 9 personnel door entry points</li> <li>✓ 1 parking lot gate entry point</li> <li>✓ 1 parking lot gate entry point</li> <li>✓ 1 parking lot gate entry point</li> </ul>
ė	1 Computer based door access control system that is compatible with current computer and network capabilities, or determine appropriate network requirements.
٠	All necessary hardware, software required to operate a door access control system (Wiring, Card/Fob readers, door equipment)
*	200 Access cards or FOBs
٠	Back up door securing capabilities in the event of power or other failure
٠	Ability/Options for expandability
٠	System shall have a manufacturer's service and/or software support representative available within 24 hours.
a)	Please provide warranty information on all components of door access control system. Copy of warranty must be included with proposal.
b)	Please provide available service options for both manufacturer's service and software support service and the annual cost for these services.
Tore	n of Old Orchard Beach, ME Published on November 29, 2017 Page 5 of 6

	Request for Proposal	- Fire Dept Door Access Control System - continued
c)		m of three (3) references: Name, address, and telephone number
	for similar projects. Town of Gorham. Inclus Gorham, ME 04038 (207 Portland Museum of Art	ent or recent clients familiar with work performed by your firm re Fire/Police/School. (Fire Department Ken Fickett 270 Main St. 222-1643). Faiz Mohammad 7 Congress St. Portland, ME 04101 (207) 775-6148 Medical Center Parkway Augusta, ME 04330 Tony LeBlanc (207) 626
d)		ns from the specifications in writing below.
reject a	endor submitting this bid	and sets to replace existing pin code hand sets. inderstands the Town of Old Orchard Beach reserves the right to r all items, and further, reserves the right to delete any item or
reject a parts o	endor submitting this bid any or all bids, reject any	nderstands the Town of Old Orchard Beach reserves the right to
reject a parts o	endor submitting this bid any or all bids, reject any f items.	nderstands the Town of Old Orchard Beach reserves the right to r all items, and further, reserves the right to delete any item or BIDDER: Securadyne Systems
reject a	endor submitting this bid any or all bids, reject any f items.	nderstands the Town of Old Orchard Beach reserves the right to r all items, and further, reserves the right to delete any item or BIDDER: <u>Securadyne Systems</u> (Company Name)
reject a parts o	endor submitting this bid any or all bids, reject any f items.	nderstands the Town of Old Orchard Beach reserves the right to r all items, and further, reserves the right to delete any item or BIDDER: <u>Securadyne Systems</u> (Company Name) ADDRESS: <u>4 Thomas Drive.</u>
reject a parts o	endor submitting this bid any or all bids, reject any f items.	nderstands the Town of Old Orchard Beach reserves the right to r all items, and further, reserves the right to delete any item or BIDDER: <u>Securadyne Systems</u> (Company Name) ADDRESS: <u>4 Thomas Drive.</u> Westbrook, ME 04092

	Town of Old Orchard Beach
	Request for Proposal – Fire Dept Door Access Control System - continued
	PROPOSAL BID RESPONSE FORM
	Total Price for all services listed below: \$23,922
) -7	Attach additional documentation to this Bid Response Form if you need more space.
	• Evaluation and design services for installation including 10 access points in all:
ł	✓ 9 personnel door entry points
,	<ul> <li>I parking lot gate entry point</li> </ul>
4 Kara	<ul> <li>I Computer based door access control system that is compatible with current computer and network capabilities, or determine appropriate network requirements.</li> </ul>
Ţ	<ul> <li>All necessary hardware, software required to operate a door access control system (Wiring, Card/Fob readers, door equipment)</li> </ul>
	• 200 Access cards or FOBs
	• Back up door securing capabilities in the event of power or other failure
3 7	Ability/Options for expandability
- mine as fit as gala	• System shall have a manufacturer's service and/or software support representative available within 24 hours.
<b>.</b>	<ul> <li>Please provide warranty information on all components of door access control system. Copy of warranty must be included with proposal.</li> </ul>
•	Norris, Inc. warrants that the products of its manufacturers shall be free from defects in materials or workmanship as warranted by the manufacturer which is typically for a one (1) year period from the completed installation date.
	<ul> <li>b) Please provide available service options for both manufacturer's service and software support service and the annual cost for these services.</li> <li>See Attachment: Service</li> </ul>
	Town of Old Orchard Beach, ME Published on November 29, 2017 Page 5 of 6

1		
· · · · · · · · · · · · · · · · · · ·	· · · ·	
	i.	Town of Old Orchard Beach
]		Request for Proposal – Fire Dept Door Access Control System - continued
	,1	
j. L. J.		c) Please provide a minimum of three (3) references: Name, address, and telephone number of representatives of current or recent clients familiar with work performed by your firm for similar projects.
		See Attachment: References
غشيك أستحث		<ul> <li>fully explain all deviations from the specifications in writing below.</li> <li>Customer has stated gate keypad is cabled via underground pipe to the Radio Room. This quote assumes that pathway. If such does not exist an Add/Change to add that pathway can be provided on a T&amp;M basis.</li> </ul>
	s .	The Vendor submitting this bid understands the Town of Old Orchard Beach reserves the right to reject any or all bids, reject any or all items, and further, reserves the right to delete any item or parts of items.
)		
1		Date: 12/29/17 BIDDER: Norris, Inc. (Company Name)
	and and a second second	ADDRESS: 2257 W Broadway
	5 2 1	South Portland ME 04106
		BY: (Authorized Representative)
		PRINT NAME: Peter Reed
ter enter a seconda	2 7 	· · · · · · · · · · · · · · · · · · ·
	2 ·	Town of Old Orchard Beach, ME Published on November 29, 2017 Page 6 of 6
		Page 15 of 39

J

Page 37 of 61 Town Council Workshop Minutes of February 20, 2018

#### Town of Old Orchard Beach Treasurer - Finance Director Diana H. Asanza OOB Town Hall Telephone: (207) 937-5622 1 Portland Avenue Fax: (207) 937-5722 OOB, ME 04064 Email: dasanza@oobmaine.com

#### ADDENDUM TO RFP

After meeting with two potential bidders and questions by email from one, I believe the following information should be shared in an addendum:

1. Are there any Union Labor Requirements that need to be met in the work Scope? There are no union labor requirements

2. Is it appropriate to consider Wireless door controls? Yes.

3. Are Electronic Floor plans or Schematics available? At this time, we have been unable to locate electronic copies in our files.

Rich C. Kindelan Deputy Fire Chief Town of Old Orchard Beach Fire Department 136 Saco Avenue Old Orchard Beach, Maine 04064 (207) 934-7790 rkindelan@oobmaine.com

# 7109 Discussion with Action: Amend the Town of Old Orchard Beach Code of Ordinances, Section 54-114 (Milliken Street parking lot); 54-115 (Memorial Park parking lot); and 54-187 (Town Hall), adding paid parking for the Town Hall lots, and clarifying parking permits for the Milliken Street and Memorial Park parking lots; also to add paid parking for Veteran's Square.

#### BACKGROUND:

The purpose of this proposed change is to give authority to the Town Council to charge for parking in the lower lots and Veterans Square at Town Hall. Last year the Council designated these areas to be permitted parking only after Town Hall business hours during the summer season. The permitted parking was underutilized and the spaces were largely vacant. As an alternative staff has proposed continuing with the permitted parking but adding a paid parking option as well. The intent is to utilize a pay station for the lower lots and Veterans Square. Although the reference to Veterans Square was missing in the initial wording for the agenda item prior to the public hearing, during the public hearing it was clarified that Veterans Square is part of the proposal. The Town has approved a measure that will allow it to add, if it chooses, seasonal metered parking after business hours at the Old Orchard Beach Town Hall. Street-side parking in downtown Old Orchard Beach is metered during the summer tourist season from Memorial Day weekend to Labor Day. The town also charges parking fees at lots at Milliken Street and Veterans Park during this time. Last year, the town made some changes to the local parking ordinance that included allowing residents with seasonal parking permits to park at the Town Hall parking lot after business hours. Parking at the Town Hall parking lots is free for those conducting business during the hours of Monday. Wednesday, Thursday and Friday from 8 a.m. to 4 p.m. and Tuesdays until 6 p.m. Town staff suggested adding metered parking at the Town Hall parking lots, which would allow residents and visitors to purchase a parking pass for

up to two hours at a pay station and use the pass at the Town Hall lots. "The reason that staff is suggesting bringing forth this change is because for most of the evenings and weekends last summer the lots were fairly empty," said Town Manager Larry Mead at Tuesday night's Town Council meeting. Mead said residents who purchased seasonal parking permits tended to use them for street-side parking or at the other town lots. The Town Council voted four to one to approve to change the town ordinance language to allow the option for metered parking at the Town Hall lots. Mead said though this gives the town the option to have metered parking at Town Hall lots, this does not mandate allowing metered parking at the lots this year. He said the town can decide to not allow paid parking at Town Hall lots this year and decide to begin the practice another year. Town Councilor Michael Tousignant voted against the measure, as he said he wasn't sure the added revenue from metered parking would pay the up to \$11,000 needed for an additional parking pay kiosk.

MOTION: Councilor Kelley motioned and Councilor Blow seconded to Amend the Town of Old Orchard Beach Code of Ordinances, Section 54-114 (Milliken Street parking lot); 54-115 - (Memorial Park parking lot); and 54-187 (Town Hall), adding paid parking for the Town Hall lots and clarifying parking permits for the Milliken Street and Memorial Park parking lots; also to add paid parking for Veteran's Square.

#### VOTE: Yea: Councilors Blow, Kelley, Vice Chair O'Neill, Chair Thornton Nea: Councilor Tousignant

#### NOTICE OF PUBLIC HEARING MUNICIPAL OFFICERS OF THE TOWN OF OLD ORCHARD BEACH

The Municipal Officers of the Town of Old Orchard Beach, Maine hereby give Public Notice that there will be a Public Hearing held at the Town Hall, Council Chambers, on February 6<sup>th</sup>, 2018 at 6:30 p.m. to consider the following:

Shall the Town Council of the Town of Old Orchard Beach amend the Code of Ordinances, Chapter 54, Traffic and Vehicles, amending Section 54-114, Milliken Street parking lot; 54-115, Memorial Park parking lot; and 54-187, Town Hall, by deleting the strikethrough language and adopted the underscored language, as follows:

#### Sec. 54-114. - Milliken Street parking lot

(a)

No vehicle shall park in the Milliken Street parking lot without first obtaining a valid parking slip from a pay station or by obtaining a resident or non-resident parking permit from the town clerk. The parking slip shall be displayed on the dashboard of the vehicle for the allotted time that was paid for, and the valid parking slip obtained at the pay station in the Milliken Street parking lot shall be valid only for the Milliken Street parking lot. This section will be enforced between the Friday before Memorial Day and Labor Day.

#### (b)

No parking shall be allowed in this lot between the hours of 2:00 a.m. and 6:00 a.m. unless authorized by Town of OOB Police Department.

(C)

Any vehicle in violation of subsection (a) of this section, the owner or operator shall be subject to a fine of \$25.00. as described in Section 54-37, Penalty.

(d)

Any vehicle in violation of subsection (b) of this section, the owner or operator shall be subject to a fine of \$30.00. as described in Section 54-37, Penalty.

(e)

Parking fee to be determined by the chief of police or his/her authorized representative at not more than \$20.00 per day or an hourly rate of \$2.00 per hour.

(Ord. of 4-7-2009(2); Ord. of 6-22-2011(2); Ord. of 6-18-2013(1); Ord. of 5-19-2015(2))

## Sec. 54-115. - Memorial Park parking lot.

(a)

No vehicle shall park in the Memorial Park parking lot without first obtaining a valid parking slip from a pay station or by obtaining a resident or nonresident parking permit from the town clerk. The parking slip shall be displayed on the dashboard of the vehicle for the allotted time that was paid for, and the valid parking slip obtained at the pay station in the Memorial Park parking lot shall be valid only for the Memorial Park parking lot. This ordinance will be enforced between the Friday before Memorial Day and Labor Day.

(b)

Memorial Park parking lot will have two designated handicap spaces.

(C)

Memorial Park parking lot will have five free one-hour parking spaces for use of visitors to Memorial Park and the Dog Park only.

(d)

No parking shall be allowed between the hours of 2:00 a.m. and 6:00 a.m. unless authorized by Town of OOB Police Department.

(e)

Any vehicle in violation of subsection (a) of this section, the owner or operator shall be subject to a fine of \$25.00. as described in Section 54-37, Penalty.

(f)

Any vehicle in violation of subsection (d) of this section, the owner or operator shall be subject to a fine of \$30.00. as described in Section 54-37, Penalty.

(g)

Any vehicle in violation of subsection (c) of this section, the owner or operator shall be subject to a fine of \$25.00. as described in Section 54-37, Penalty.

(h)

Parking fee to be determined by the chief of police or his/her authorized representative at not more than \$20.00 per day or an hourly rate of \$2.00 per hour.

### Sec. 54-187-Restrictions and Prohibitions.

*Town hall.* Upper lot and lower lot parking areas shall be limited to town hall business, Monday, Wednesday, Thursday and Friday from 8:00 a.m. to 4:00 p.m. and Tuesdays until 6:00 p.m. After town hall business hours, the lower lot parking area, the adjacent town-owned parking lot located at Veteran's Square (19 Imperial St. MBL: 205-3-3) and the upper lot parking area shall be limited to town hall business only, paid parking or by town-issued permit. The police chief or

his designee has the right to reserve spaces for meetings being held at town hall. Parking restrictions during town hall business hours are in effect year round. Parking restrictions after town hall business hours are in effect the Friday before Memorial Day until Labor Day.

Per Order of the Municipal Officers this 16<sup>th</sup> day of January, 2018.

A True Copy Attest:

<u>s/Kim McLaughlin</u> Kim M. McLaughlin, Town Clerk

At the February 20<sup>th</sup> Town Council Meeting, if the Town Council votes to amend 54-114, 54-115, and 54-187, also add the below amendments, including 54-187 (Veteran's Square and Town Hall), to further describe the paid parking in Veteran's Square and the Town Hall parking lots.

Shall the Town Council of the Town of Old Orchard Beach amend the Code of Ordinances, Chapter 54, Traffic and Vehicles, amending Section 54-187, Town Hall and Veteran's square by adopting the underscored language, as follows:

#### Sec. 54-187-Veteran's Square.

*Veteran's Square.* This refers to the area which runs from Old Orchard Street to Imperial Street. There shall be no entrance onto Veteran's Square from Old Orchard Street, and a right-hand turn only shall be permitted from Veteran's Square onto Old Orchard Street. Parking shall be limited to Town Hall business only, Monday, Wednesday, Thursday and Friday from 8:00 a.m. to 4:00 p.m. and Tuesdays until 6:00 p.m. All other times shall be limited to town hall business, paid parking or by town-issued permit. The police chief or his designee has the right to reserve spaces for meetings being held at town hall. Parking restrictions during town hall business hours are in effect year round. Parking restrictions after town hall business hours are in effect the Friday before Memorial Day until Labor Day.

For paid parking, the parking fee is to be determined by the chief of police or his/her authorized representative at not more than \$20.00 per day or an hourly rate of \$2.00 per hour.

#### Sec. 54-187-Restrictions and Prohibitions.

*Town hall.* Upper lot and lower lot parking areas shall be limited to town hall business, Monday, Wednesday, Thursday and Friday from 8:00 a.m. to 4:00 p.m. and Tuesdays until 6:00 p.m. After town hall business hours, the lower lot parking area, the adjacent town-owned parking lot located at Veteran's Square (19 Imperial St. MBL: 205-3-3) and the upper lot parking area shall be limited to town hall business only, or by town-issued permit. The lower lot parking area, and the adjacent town-owned parking lot located at Veteran's Square (19 Imperial St. MBL: 205-3-3) will also be for paid parking after hours. The police chief or his designee has the right to reserve spaces for meetings being held at town hall. Parking restrictions during town hall business hours are in effect year round. Parking restrictions after town hall business hours are in effect the Friday before Memorial Day until Labor Day.

For paid parking, the parking fee is to be determined by the chief of police or his/her authorized representative at not more than \$20.00 per day or an hourly rate of \$2.00 per hour.

The Town Manager explained that there seemed to be some confusion as noted by some calls from residents and it should be noted that during business hours it is expected that people visiting Town Hall for business purposes will be parking free in the front and back parking lots of the Town Hall.

# 7110 Discussion with Action: Approve the Special Event Permit from OOB365 to host the Air National Guard Band of the Northeast in the Square on Thursday, June 28<sup>th</sup>, 2018. The set-up is from 2 p.m. to 6 p.m.; event 6 p.m. to 8 p.m.; take-down 8 p.m. to 9 p.m. Request to close the Square during those times. Request to post a banner in the Square for the week preceding the event.

**MOTION:** Councilor Blow motioned and Councilor Kelley seconded to Approve the Special Event Permit as read.

**VOTE: Unanimous.** 

Sharri MacDonald, President of the OOB365 thanked the Town Council for their support of the many events put on by OOB 365 including this one which will be really terrific. She reminded everyone of the winter carnival coming up this weekend and the many activities that will be taking place. She also thanked the Public Works Department for their full support in trying to get enough snow to make it all happen. She talked about the March 1<sup>st</sup> through 17 -Leprechaun Luck Passport opportunity where picking up your passport at any participating business and visit then your favorite stores and get your passport stamped with every purchase. Once you submit your fully-stamped passport, you will be entered to win gift certificates and prizes valued at more than \$1,000. Additionally you can participate in a social media treasure hunt. Each business will have a treasure chest that you need to find and snap a picture with you in the picture. You could also win prize here as well. Then on March 9<sup>th</sup> there is the OOB Alumni Basketball Classic and March 24<sup>th</sup> the Extravaganza. She also mentioned that Savor the Flavor – Trolley Dine Around is scheduled for March 24<sup>th</sup> at 4:45 p.m. OOB 365 will be having another Free Community Dinner on Sunday, April 8<sup>th</sup> with a Taste of Italy theme. On May 19<sup>th</sup> there will be Fostering Family Festival of Fund and June 2th again this year the Scottish Festival in Old Orchard Beach which was so successful last year. Again on June 28<sup>th</sup> the Air National Guard Band of the Northeast.

# 7111 Discussion with Action: Approve the Liquor License Renewal for <u>Jeanne</u> <u>LaChance dba/JJ's Eatery Too (</u>306-5-1), 12B Old Orchard Street, m-s-v in a Restaurant; and <u>Dimitri Inc. dba/Jimmy the Greek's</u> (211-9-1), 215 Saco Avenue, m-s-v in a Restaurant Lounge.

**MOTION:** Councilor Kelley motioned and Councilor Blow seconded to Approve the Liquor License Renewals as read.

- VOTE: Unanimous.
- # 7112 Discussion with Action: Authorize the Town Manager to enter into an Agreement to purchase a Restroom Trailer to be used as a seasonal bathroom for beach visitors, for an amount not to exceed \$72,000, including delivery, from Account Number 20118-50350 – Contingency Expense, with a balance of \$ 127,377.

#### BACKGROUND:

The Town Council directed the Town Manager to research options for additional public toilets for beach visitors during the summer season. The alternative that is most practical and appropriate for the Town's needs and the convenience of beach visitors is a self-contained restroom trailer that can be put in place for the summer months and then removed and stored outside during the off-season. The trailer units are often used for large and small public and private outdoor events. They are also a popular choice of municipalities for beaches and other outdoor recreation areas.

The restroom option being considered has three separate entrance toilet rooms, one of which is wheelchair accessible. The trailer would be connected to Town water and sewer. The Town Manager reached an agreement with a property owner that will allow the Town to locate the trailer near the corner of Union and W. Grand Avenue seasonally for five years. The location is close to the rail crossing on Union, within convenient walking distance to the Union Ave beach entrance.

The Town has obtained quotes from four vendors that range in price from \$44,146 to \$71,271. Town staff is working with the vendors to identify the qualitative differences in the alternatives. Shipping time from date of order is in the 10 week range which is why the item is before the Council for the February 20 meeting. Ideally the trailer would be installed and available for use before the end of June.

There was a lengthy discussion on this agenda item. Councilor Tousignant and Vice Chair O'Neill had issues relative to the cost and voted against the motion whereas Chair Thornton, Councilor Blow and Councilor Kelley stated they felt this was something that we should try for the coming season and base further discussions on the success or failure of the endeavor. Also Councilor Tousignant indicated that there had not been enough discussion or workshop on it, Councilor Blow and Councilor Thornton reminded the Council that this has been something that has been discussed for years and over the past two summers a great deal by members of this Council. The Town Manager indicated when the subject of cleaning this summer of the restroom, how would that be charged, that it had already been included in the two-year contract that was signed by the Town and the cleaning Company last year. It should be noted that the request for more public restrooms came after Town Officials for several years started getting complains that tourist and visitors were complaining about the lack of sufficient bathrooms. Old Orchard Beach offers public restrooms in the downtown near the Palace Playland Amusement Park and the Amtrak Station; and at Milliken Street Parking Lot but not at all accesses to the seven miles of beach. The proposal discussed this evening calls for the installation of a selfcontained restroom trailer than can be put in place for the summer months before being removed and stored outside during the off-season. The trailers have become a popular choice of other municipalities for use at beaches and other outdoor recreation areas. The Town Manager will select the vendor for the trailer which will feature three-separateentrance toilet rooms – one of which will be wheel-chair accessible. An agreement with a local property owner that will allow the Town to place the trailer near the corner of Union and West Grand for the next five years. The location is within walking distance of the Union Avenue and Beach entrance. The quote from four vending machine companies ranges from \$44,146 to \$71,271 and it takes approximately ten weeks before the trailer can be shipped but the Town hopes to install before June. Discussion also included the comment by the Town Manager that he really wants to nail down which option offers the best value and the best quality product for Old Orchard Beach. The proposed bathroom will be open during daylight hours in the summer, catering to beach goers. There would

be no attendant at the bathroom but the bathroom needs to be "strong and functional" to be able to withstand public use and be transported off-site in the winter and stored offseason. The proposed bathroom would be a short walk from the beach on land next to the train tracks on Union Avenue which the Town would be able to use through an Agreement with the owner. Restrooms adjacent to the beach as in other municipalities is not possible in Old Orchard Beach as the Town does not own any property next to the beach. The proposed location on Union Avenue is about the same distance from the beach as the bathrooms in the Town's parking lot on Milliken Street. Although not perfect or ideal, it is functional. If this bathroom works out then the Town Council would consider installing another in a different location. The Town Manager indicated that it is not something that we could put up and down the beach because it's too much money but it may be that we end up putting another unit or two in different places. Councilor O'Neill said that the issue has made a mockery of our Town last summer and we as Council failed to discuss it when it was hot in the press. He thought the need to address the issue was urgent and it needed to be discussed more thoroughly in a Workshop session. Councilor Tousignant said he had received several calls about this issue although the rest of the Council indicated they had not received any calls. Councilor Kelley indicated that he felt this was a first step and we should attempt it. Obviously it was noted that we can't cover all the streets to the beach but this is a start somewhere.

MOTION: Councilor Blow motioned and Councilor Kelley seconded to Authorize the Town Manager to enter into an agreement to purchase a Restroom Trailer to be used as a seasonal bathroom for beach visitors, for an amount not to exceed \$72,000, including delivery, from Account Number 20118-50350 – Contingency Expense, with a balance of \$127,377. This discussion ended at 8:00 p.m. on this item.

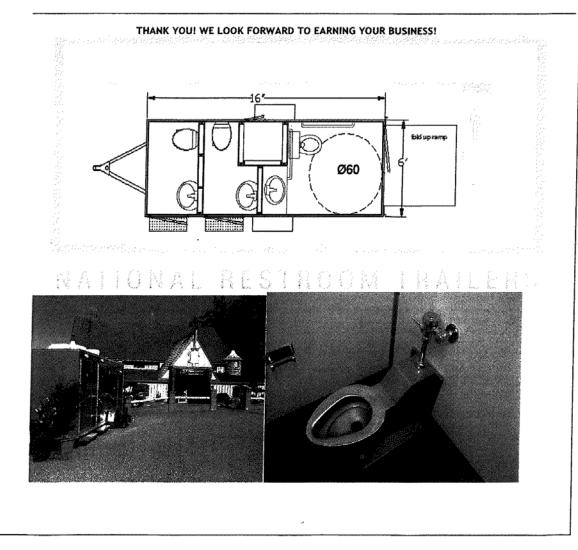
VOTE: Yea: Councilors Blow, Kelley, Vice Chair Thornton Nea: Vice Chair O'Neill and Councilor Tousignant

							QUOT
		troom Trail					
	forable Portable Restroom & Shower Solutions from Caost to Coast						FEBRUARY 9, 2 te: MARCH 9, 2
Cell:716-	one: 877-727-36277Bitt McCormick ell:716-908-2519 Il@nationalrestroomtrailers.com						
	issa Hute				F	46'	
	vn of Old tomer ID	Orchard Beac #142	h ME				
G		ARD BEACH				a a0	260 N
<del>,</del> ,	······································				10		
SALESPE	RSON	ЈОВ	SHIPPING METHOD	SHIPPING TERMS	DELIVERY DATE	PAYMENT TERMS	DUE DATE
B McCorr	mick	6x16 RTrl.	Trailer Tow	F.O.B	8-10 weeks from deposit	50%/50% pre- ship	4/29/2017
QTY	ITEM	*** ***	DESCRIPT	ION	UNIT PRICE	DISCOUNT	
1	RRT	12 (Desta)	14ft- 3 ADA statio in all 50 states	n Restroom Trailer.	\$46,650		\$46,65
1		Direct con	nect to sewer and	water (no tanks)	included		2
3		Full Flush Toilet	Stainless-Steel To	bilets (includes ADA	included		
3			teel Single sinks w cludes ADA sink)	with auto shut off	included		
2		Fiberglass	sub floor, (no woo	d used to prevent r	ot) included		
3		32" entran	ce doors	Selection Construction	included	Alanda an an	
:			r non- slip floor an luminum floor and	nd wash down	included		
3		Roof top ce	iling fans with au	tomatic covers	included	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	
3	1	Puliout HD	Steel Steps with d	loor handles	included	-	, e the e to take have
3each			o dispensers, EnMo l dispensers, doub	otion Hands-free ole roll TP holders	included		
6		3 Exterior L	ights; 3 Interior L	ights	included		510 <b>*</b> 10
1		Hot water o	n demand hand w	ash system	included		
1		7' Steel AD	A Wheelchair ram	p lowers off the ADA unit to ground and	A included		
			Jacks to anchor	-			Paratabat
					TOTAL DISCOUNT	NA	
						SHIPPING	included
							\$46,650

National Restroom Trailers/ Buffelo NY/Chicago IL/Nashville TN/ Anaheim CA/www.nationalrestroomtrailers.com

Standard Items: One Piece Aluminum Seamless Roof, Heavy Duty Fold up Steps & Rails FRP (Fiberglass Reinforced Panel) Walls, Timed Chrome Faucet Aluminum Frame (Rust Resistant) Oversized Structural Beams E-Z Lube Hubs, Aluminum Roof and Wall Beams Battery Powered Trailer Runaway Protection, HD Tube Framed Doors & Hydraulic Closures Keyed a like Door Knob Poly Insulation Premium LED Trailer Lighting Smooth Aluminum Exterior Siding PEX Water Lines, more resistant to breakage High Privacy Toilet Partitions that are Half the Distance from the Ground along with no Door Gaps, Dexter (ITS) Independent Torsion Suspension Axles Electric Brakes 2 & 5/16" Trailer Receiver Ducted or Non-Ducted Ventilation (Model Specific) Marine Grade Sub Floor Thick Painted Aluminum Skin Vinyl Sheet Flooring

ADA (new built) Restroom and Shower Trailers meet Justice Dept. Federal Build Guidelines in all 50 states. If specific Local or State guidelines are need it is the client's responsibility to provide all specs to NRT LLC no later than 10 days after initial deposit is sent in. Customer Initials:



National Restroom Trailers/ Buffalo NY/Chicago IL/Nashville TN/ Anaheim CA/www.nationalrestroomtrailers.com

			NRM			
	This is a quotation	on on the good	s named, subje	ct to the cond	litions noted b	elow:
( •	Indersigned would like to Item is the sole propert made within 90 days o Payment terms unless	y of N.R.T. LLC of delivery.	until full payme	nt is made and	d must be turned	d over if paymen
•	(Bank Wire or Certified Used Trailers are all pr PO's excepted from L	Bank Check ac e-paid prior to s	cepted). 50% b hipping.	alance due 5 b	usiness days p	rior to shipping.
To ac	cept this quotation, sign	n and date her	e and return:			
-	ture:				16	
Date:	2009) per seder bistoria a sana	eriya ya yayah wa	nielestel in staa	an a		n des internet ophies Als des anne ophies
2						
	t so de	10 Th 1	Rodewalke and Store			er ne set
Warrant	A C A STORE	- 5554				
Manufac trailer as	turer hereby provides a 5-ye a whole. Sealant, electrical	components, hyd	raulics, hoses, wa	all coverings, tria	and a 2-year limi m and paint are w	ted warrantee on the varranted for 1 year
Manufac trailer as warranto lieu of al consume	turer hereby provides a 5-ye a whole. Sealant, electrical r guarantees the product aga l other warrantics, expressed r (original purchaser), as sho	components, hyd inst defects in m d or implied from own on the sales :	raulics, hoses, wa aterials and work Manufacture or agreement.	Il coverings, trii manship. The wa ts suppliers. Thi	and a 2-year limi m and paint are w arranty described s warranty shall .	ted warrantee on the varianted for 1 year in this agreement apply to the retail
Manufac trailer as warranto lieu of al consume Certain i limited v jacks, lig	turer hereby provides a 5-ye a whole. Sealant, electrical r guarantees the product aga l other warranties, expressed r (original purchaser), as sho adividual components are w arranty provided by the war ht fixtures, windows, doors,	components, hyd inst defects in m d or implied from own on the sales a arranted by their rantor. These con heaters, air cond	raulics, hoses, wa aterials and work Manufacture or agreement. respected manufa nponents include itioners, toilets, s	Il coverings, tri manship. The waits suppliers. Thi cturers' warrant but are not limi	and a 2-year limi m and paint are w arranty described s warranty shall ies and therefore ted to; tires, whe	ted warrantee on the varianted for 1 year in this agreement apply to the retail are excluded from els, axles, couplers
Manufac trailer as warranto lieu of al consume Certain i limited v jacks, lig	turer hereby provides a 5-ye a whole. Sealant, electrical r guarantees the product aga l other warranties, expressed r (original purchaser), as sho adividual components are w arranty provided by the war	components, hyd inst defects in m d or implied from own on the sales a arranted by their rantor. These con heaters, air cond	raulics, hoses, wa aterials and work Manufacture or agreement. respected manufa nponents include itioners, toilets, s	Il coverings, tri manship. The waits suppliers. Thi cturers' warrant but are not limi	and a 2-year limi m and paint are w arranty described s warranty shall ies and therefore ted to; tires, whe	ted warrantee on the varianted for 1 year in this agreement apply to the retail are excluded from els, axles, couplers
Manufac trailer as warranto lieu of al consume Certain i limited v jacks, lig with the This limi 1. Is not j	turer hereby provides a 5-ye a whole. Sealant, electrical r guarantees the product aga l other warranties, expressed r (original purchaser), as she adividual components are w arranty provided by the war ht fixtures, windows, doors, espective component manu- ted warranty is void if the pur- properly maintained and/or i	components, hyd inst defects in mi I or implied from own on the sales a arranted by their rantor. These con heaters, air cond facturers' warran roduct: nspected.	raulics, hoses, wa aterials and work. Manufacture or agreement. respected manufa nponents include itioners, toilets, s ty department.	Ill coverings, tri manship. The wa ts suppliers. Thi cturers' warrant but are not limi nks, faucets, pu	and a 2-year limi m and paint are w arranty described s warranty shall ies and therefore ted to; tires, whe mps, etc. Warran	ted warrantee on the varranted for 1 year in this agreement apply to the retail are excluded from els, axles, coupler ty claims must be
Manufac trailer as warranto lieu of al consume Certain i limited v jacks, lig with the This limi 1. Is not j	turer hereby provides a 5-ye a whole. Sealant, electrical r guarantees the product aga l other warranties, expressed r (original purchaser), as she adividual components are w arranty provided by the war ht fixtures, windows, doors, espective component manu- ted warranty is void if the pur- properly maintained and/or i	components, hyd inst defects in mi I or implied from own on the sales a arranted by their rantor. These con heaters, air cond facturers' warran roduct: nspected.	raulics, hoses, wa aterials and work. Manufacture or agreement. respected manufa nponents include itioners, toilets, s ty department.	Ill coverings, tri manship. The wa ts suppliers. Thi cturers' warrant but are not limi nks, faucets, pu	and a 2-year limi m and paint are w arranty described s warranty shall ies and therefore ted to; tires, whe mps, etc. Warran	ted warrantee on the varranted for 1 year in this agreement apply to the retail are excluded from els, axles, coupler ty claims must be
Manufac trailer as warrante lieu of al consume Certain i limited v jacks, lig with the This limi 1. Is not p 2. Is negl 3. Is over The limit discovere	turer hereby provides a 5-ye a whole. Sealant, electrical r guarantees the product aga l other warranties, expressed r (original purchaser), as she adividual components are w arranty provided by the war ht fixtures, windows, doors, espective component manu- ted warranty is void if the pro- properly maintained and/or i	components, hyd inst defects in m d or implied from own on the sales is arranted by their rantor. These con heaters, air cond facturers' warran roduct: nspected.	raulics, hoses, wa aterials and work Manufacture or agreement. respected manufa nponents include itioners, toilets, s ty department. nded specification m continued use	Ill coverings, tri manship. The wa ts suppliers. Thi cturers' warrant but are not limi nks, faucets, pu is.	and a 2-year limi m and paint are w arranty described is warranty shall ies and therefore ted to; tires, whe mps, etc. Warran defect is or shou	ted warrantee on th varianted for 1 year in this agreement apply to the retail are excluded from els, axles, couplers ty claims must be
Manufac trailer as warranto lieu of al consume Certain i limited v jacks, lig with the r This limi 1. Is not j 2. Is negl 3. Is over The limit discovere nullify a v	turer hereby provides a 5-ye a whole. Sealant, electrical r guarantees the product aga l other warranties, expressed r (original purchaser), as sho adividual components are w arranty provided by the war ht fixtures, windows, doors, espective component manuf red warranty is void if the pur properly maintained and/or i ected, abused or misused. loaded or made to perform the ed warranty is also void if da d. The warrantor reserves the varranty claim. nty shall not pay nor make p charges; towing charges; at	components, hyd inst defects in mi d or implied from own on the sales a arranted by their trantor. These con heaters, air cond facturers' warran roduct: nspected. beyond recomment amage results fro e right to make the provisions for: and transportation	raulics, hoses, wa aterials and work. Manufacture or agreement. respected manufa nponents include itioners, toilets, s ty department. aded specification m continued use a he final determinat	Ill coverings, tri manship. The wa ts suppliers. This obtained the suppliers of the but are not limit nks, faucets, pur is.	and a 2-year limi m and paint are w arranty described s warranty shall a ies and therefore ted to; tires, whe mps, etc. Warran defect is or shou er any of the abo	ted warrantee on the varranted for 1 year in this agreement apply to the retail are excluded from els, axles, couplers ty claims must be ld have been ve exclusions may ser.
Manufac trailer as warranto lieu of al consume Certain i limited v jacks, lig with the I This limi 1. Is not J 2. Is negJ 3. Is over The limit discovere nullify a v The warra 1. Service 2. Loss of 3. Loss or	turer hereby provides a 5-ye a whole. Sealant, electrical r guarantees the product aga l other warranties, expressed r (original purchaser), as sho adividual components are w arranty provided by the war ht fixtures, windows, doors, espective component manuf ed warranty is void if the pur properly maintained and/or i ected, abused or misused. loaded or made to perform the ed warranty is also void if da d. The warrantor reserves the varranty claim. nty shall not pay nor make p charges; towing charges; ar time, inconvenience; loss o damage to any and all conter-	components, hyd inst defects in mi d or implied from own on the sales a arranted by their rantor. These con heaters, air cond facturers' warran roduct: nspected. beyond recomment amage results fro e right to make the provisions for: nd transportation f use; rental subs ents.	raulics, hoses, wa aterials and work. Manufacture or agreement. respected manufa nponents include itioners, toilets, s ty department. aded specification m continued use a he final determinat charges, which an titution equipment	Ill coverings, tri manship. The warts suppliers. This but are not limit nks, faucets, pur is. after a suspected tion as to wheth re the responsibil t; loss of revenu	and a 2-year limi m and paint are w arranty described s warranty shall a ies and therefore ted to; tires, whe mps, etc. Warran defect is or shou er any of the abo lity of the purcha e; or other comm	ted warrantee on the varranted for 1 year in this agreement apply to the retail are excluded from els, axles, couplers ty claims must be ld have been ve exclusions may ser.
Manufac trailer as warranto lieu of al consume Certain i limited v jacks, lig with the r This limi 1. Is not J 2. Is negl 3. Is over The limit discovere nullify a v The warra 1. Service 2. Loss of 3. Loss or	turer hereby provides a 5-ye a whole. Sealant, electrical r guarantees the product aga l other warranties, expressed r (original purchaser), as sho adividual components are w arranty provided by the war ht fixtures, windows, doors, espective component manuf ed warranty is void if the pur properly maintained and/or i ected, abused or misused. loaded or made to perform the ed warranty is also void if da d. The warrantor reserves the varranty claim. nty shall not pay nor make p charges; towing charges; at time, inconvenience; loss o	components, hyd inst defects in mi d or implied from own on the sales a arranted by their rantor. These con heaters, air cond facturers' warran roduct: nspected. beyond recomment amage results fro e right to make the provisions for: nd transportation f use; rental subs ents.	raulics, hoses, wa aterials and work. Manufacture or agreement. respected manufa nponents include itioners, toilets, s ty department. aded specification m continued use a he final determinat charges, which an titution equipment	Ill coverings, tri manship. The warts suppliers. This but are not limit nks, faucets, pur is. after a suspected tion as to wheth re the responsibil t; loss of revenu	and a 2-year limi m and paint are w arranty described s warranty shall a ies and therefore ted to; tires, whe mps, etc. Warran defect is or shou er any of the abo lity of the purcha e; or other comm	ted warrantee on the varranted for 1 year in this agreement apply to the retail are excluded from els, axles, couplers ty claims must be ld have been ve exclusions may ser.
Manufac trailer as warranto lieu of al consume Certain i limited v jacks, lig with the This limi 1. Is not j 2. Is negl 3. Is over The limit discovere nullify a v The warra 1. Service 2. Loss of 3. Loss or 4. Defacir Furthermod	turer hereby provides a 5-ye a whole. Sealant, electrical r guarantees the product aga l other warranties, expressed r (original purchaser), as sho adividual components are w arranty provided by the war ht fixtures, windows, doors, espective component manuf ed warranty is void if the pur properly maintained and/or i ected, abused or misused. loaded or made to perform the ed warranty is also void if da d. The warrantor reserves the varranty claim. nty shall not pay nor make p charges; towing charges; ar time, inconvenience; loss o damage to any and all conter-	components, hyd inst defects in mi d or implied from own on the sales is arranted by their rantor. These con heaters, air cond facturers' warran coduct: nspected. beyond recomment amage results fro e right to make the provisions for: nd transportation f use; rental subsects. and tears, on any sectors. arranty any mod claim. The warrants and the same sectors.	raulics, hoses, wa aterials and work. Manufacture or agreement. respected manufa nponents include itioners, toilets, s ty department. anded specification m continued use a final determination charges, which an itiution equipment surface, not cause ification(s) made intor may not cov	Il coverings, tri manship. The wa ts suppliers. Thi cturers' warrant but are not limi nks, faucets, pur is. after a suspected tion as to wheth t; loss of revenu d by the warrant to either the intee er items that can	and a 2-year limi m and paint are w arranty described is warranty shall ies and therefore ted to; tires, whe mps, etc. Warran defect is or shou er any of the abo lity of the purcha e; or other comm or. trior or exterior o be maintained of	ted warrantee on the varianted for 1 year in this agreement apply to the retail are excluded from els, axles, couplers ty claims must be ld have been ve exclusions may ser. ercial or personal f the product, even r repaired using ba

National Restroom Trailers/ Buffalo NY/Chicago IL/Nashville TN/ Anaheim CA/www.nationalrestroomtrailers.com



**Quotation For:** 

Name: Company Name Phone

Melissa Hutchins Town of Old Orchard Beach City, ST ZIP Code Old Orchard Beach, ME 04064 (207) 934-2250

DATE 2/8/2018

Quotation valid until: 3/8/2018 Prepared by: ACSI

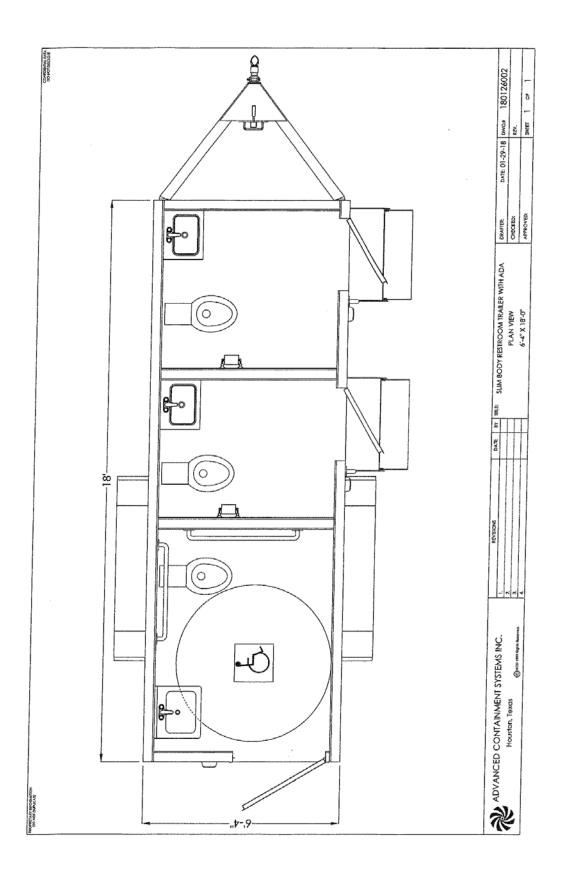
Advanced Containment Systems, Inc. is pleased to provide the following quote for your review:

QUOTE NUMBER	SALESPERSON	SHIP DATE	SHIP VIA	F.O.B. POINT	TERMS
020818TV	TOM VAUGHAN	8-10 weeks ARO	TBD	ACSI, Houston	50% down, 50% comp

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
1	<ul> <li>18' ADA Slim Body Restroom Trailer</li> <li>*Includes: <ul> <li>Textured FRP interior walls</li> <li>Grey TPO rubber flooring</li> <li>White .040 aluminum exterior siding with anodized aluminum trim</li> <li>A/C unit(s) with heat strip</li> <li>Commercial toilets and flush valves</li> <li>Aluminum cabinets with 1" poly countertops and stainless steel drop-in sinks</li> </ul> </li> </ul>	\$28,819.00	\$28,819.00
1.	Stainless steel toilets with commercial flush valve	\$3,812.00	\$3,812.00
1	Stainless steel wall hung lavatories	\$2,068.00	\$2,068.00
1	Optional ADA ramps and landings	\$6,808.00	\$6,808.00
3	Vacant / occupied latch added to the door	\$56.00	\$168.00
		SUBTOTAL	\$41,675.00
	SHIPPING (TO TOWN OF OLD OF	RCHARD, ME)	\$3,000.00
		TOTAL	\$44,675.00

Thank you for the opportunity to quote on your equipment needs. Please do not hesitate to contact me if I can be of any assistance & I look forward to working with you.

THANK YOU FOR YOUR BUSINESS!



Page 49 of 61 Town Council Workshop Minutes of February 20, 2018

	QUOTE	Date: February 8, 20
FLEET CO	MMANDER SERIES	Invoice #:
	Name:	Melissa Hutchins
RICHTRASIA	Company Name:	Town Old Orchard Bch, ME
Classifier	Street Address:	
RICH SPECIALTY TRAILERS	City, ST ZIP Code:	Old Orch Beach, ME, 04064
423 S. MAIN ST.	Office Phone:	207-934-2250
TOPEKA, IN 46571	Fax:	Mhutchins@oobmaine.com
260-593-2279 FX 260-593-2293		Minutenins@oobinaine.com
FA 200-093-2285	Sold S	
www.RichRestrooms.com info@RichRestrooms.com	2017 Home Phone:	<u> </u>
FLEET (	COMMAND RESTROOM TRAILER INCLUDE	ES:
MOBILE INTER-A	CTIVE MONITORING AND CO	NTROL TECHNOLOGY
Frame /Running gear	Construction	Doors/ Windows/ Entrance
2 5/16" Coupler on "A" frame tongue	Dent Resistant Exterior fiberglass wall	Doors shall come complete with hand pull
Hand Crank Front Tongue Jack W/Foot	Fiberglass is high gloss and seamless	A deadbolt lock on Exterior Door with Matching Keys
White Rims with 16" Radial Tires	Roof Truss Rafters 16" 0/C or better	White Dent Resistant Entrance / Exit Doors
Oversized Steel I- Bearn Frame Chassis	The frontal profile of the trailer is to be a flat.	Stainless Steel Handrails for easy set up and durability
ules, Sized per Model	All weather One Piece rolled membrane roofing	Commercial door closure is installed on entrance door.
' Pin/slot plug for Tow vehicle lights & brakes	Fully Insulated Walls and Ceiling w aluminum studs	
lectric Break-a-Way System	Adjustable Self Storing Glide Steps	Plumbing
Ram Stabilizer jacks	Marine grade Sealed Floor Decking	China Foot Flush, Water Conserving White Tollet
lectric Brakes for all wheels	Steel tube floor joists spaced at 16" O.C. or better	White Waterless Urinal per Floor plan
ealed underbelly below tank	Aluminum Whitel Exterior Trim Package	Shut- Off Valves each toilet
ull Steel tube support for waste tank	Diamond Plate on Front of Steel Frame	Self Closing, Push Metered Sink Faucets
xterior Jockey storage box with lock	Mud Flaps behind Tires most floor plans	Large Waste Holding Tank Capacity - Sized per Model
Interior		Vented Tanks For easy pumping
ouble Tissue holders per stall	Electrical	3", Dump valve with ball shut off front end cap
ne Piece Rolled Vinyl Flooring	13,5 Ducted Air Conditioning with return air vents	Welded plumbing fittings for strong leak proof design
and formed solid surface counterlops	Heat strip for air conditioning	City Water hook-up
terior low amp draw 12 volt ceiling lights	110 v to 12 V Elect Converter with charge protection	Polymer Vanity Base Cabinet with locking door
cclusive interior polymer trim package	Lighted license plate bracket is included.	Pex water lines - non corrosive, strong, flexible
ar-resistant Interior Walls	Exterior Safe Light @ Each Door- Switched in Mech. Room	White Porcelain lavatory sinks
esigner Washable Wainscoat Walls	Exterior Electrical connection for Shoreline Cord	Bottom sump available for bottom fitting
stalled Full Width Mirrors over sinks per model	Number of Shoreline Cords changes per model	Colors
ectrical Recept in Mechanical Room	DOT Safety Exterior Light Package	STAR TECH DÉCOR - Tan fiberglass interior walls, black
ittery shalf be a deep cycle marine-style.	Non Power Roof vents in each unit with Max Air Covers	trim package, black poly base cabinets, black poly stall
all and urinal black convenience shelves	Ram Air Roof protection for Roof vents	doors, Dark woodgrain plank rolled flooring, white
	· · · · · · · · · · · · · · · · · · ·	porcelain sinks, Gobl black countertop
oat Hooks on stall doors	GPS Monitor with Cellular Phone Controls	······
oat Hooks on stall doors x Granite Backsplash behind mirrors	GPS Monitor with Cellular Phone Controls	SEE LUX LEGACY DÉCOR BELOW

Fax Granite	Raci	(splash bening mirrors		SEE LOA LEGAC I DEC	OK BELOI	•	
Sales	Ξ.	Start Start St	nipping Method			1	a state of the
Robert			O.T.				
Quanity	12	Mođel	Description	LG	Stations	Waste	
1		FS 83ACC LUX LEGACY	3 ST GROUND COMMAND RESTRM	15'	3	345	

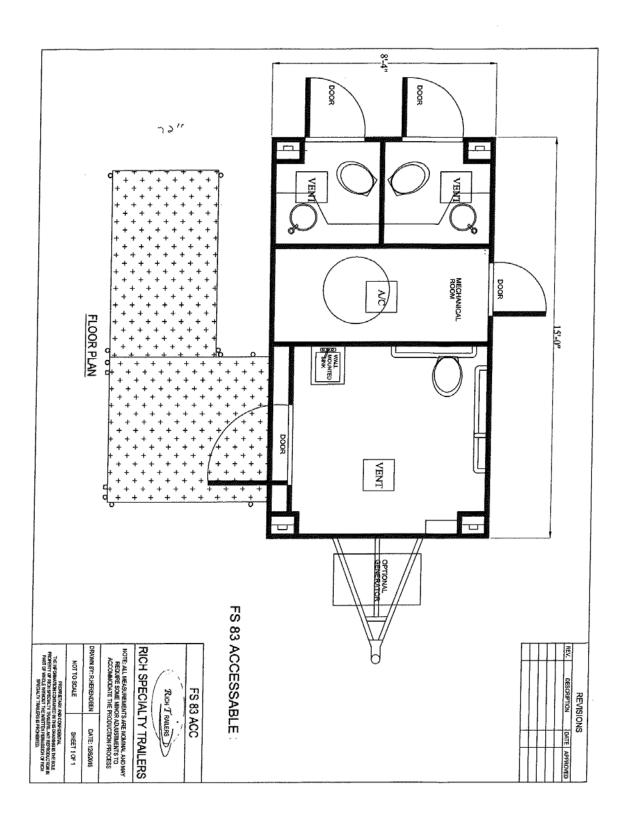
AVAILABLE OPTIONS			
White Spare Tire and mounting kit			
Adjustable Ball Coupler P/O Std			
Winter Package with heat pads & Insulation over 18 ft			
Winter Package with heat pads under 19 ft & Insulation			

	Aluminum Rims per tire					
1	6 Gal. Electric Water Heater with Drain					
	City Fill Pressure Gauge					
3	ELECTRIC ROOM HEATER 750w with Wall Thermo					
	Electric Room Heater 1500w require add shore line cord					
	Electric Fireplace Heater					
	Battery Shutoff Switch in Mechanical Room					
	Power Roof Vent Fan IPO Standard Roof Vent					
	Interior 110 Outlet GFI by sink					
1	MOUNTED FIRE EXTINGUISHER					
	Fresh Water - 100 Gallon with pump					
	Additional 50 Gal to make 150 Gal				1	
	Additional 100 Gal to make 200 Gal					
	Additional 13.5 Air Conditioning w Heat Strip					
	8K Round Hydraulic Tongue Jack					
	Stereo w/Inside Speakers					
3	PAPER TOWEL DISPENSOR - TRI FOLD				1	
1	WATER FLUSHING URINAL WVALVE IN PL OF WATERLESS					
1	BOTTOM DUMP VALVE					
1	GREY RUBBER FLOORING		1			
			<u> </u>			
_				ļ		
	DÉCOR PACKAGE		ļ	l		
	LUX LEGACY DÉCOR - Aluminum Rims, Grey formica interior walls,		<u> </u>			
	Deluxe lighting and soffits, legacy door knobs, t-bar tissue holders,					
	hardwood chocolate trim package, hardwood interior doors, chocolate base cabinets, white porcelain vessel sinks, gooseneck					
	faucets, light wood grain rolled floor covering, light Milan solid					
	surface counter, beveled mirrors with Faux Granite backsplash.				- 1	
r						
1	Make Décor INDUSTRIAL FINISH ipo Luxury	i				
1	NOTE:Plumb Direct to CITY WATER & SEWER					
				Subtotal		\$42,128.0
				Freight		2,018.0
	Indiana Sales Tax	1				
	Unless accepted quote expires in 30 days			Total		44,146.00
				Payment		
	Bala	nce Due	upon col	mpletion		\$44,146.0

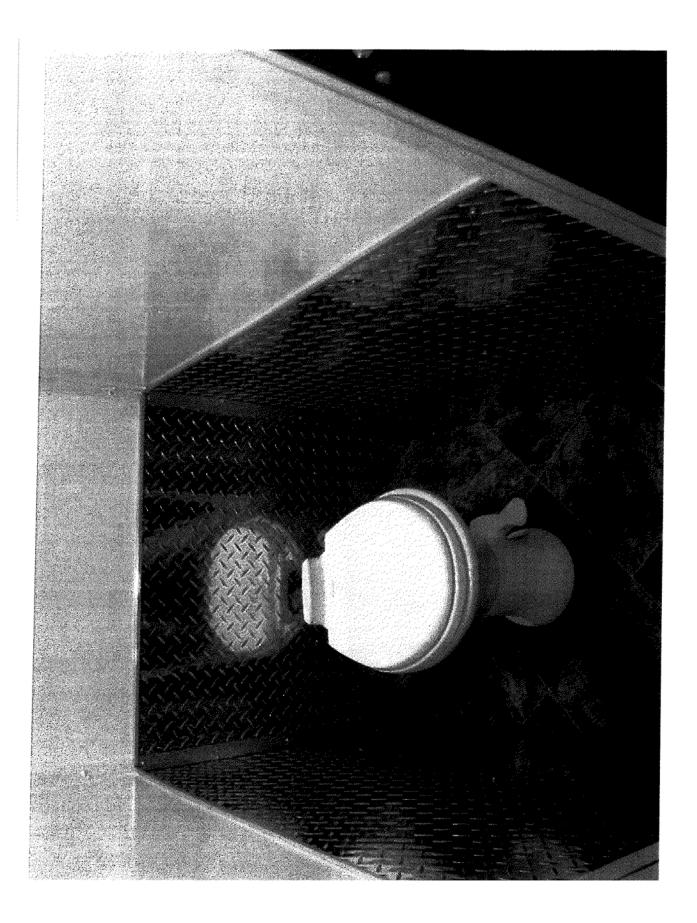
Payment terms are 50% production deposit with balance due of wire transfer before or certified bank check at delivery/pickup. All International sales require balance paid in full by wire transfer before leaving the US. Credit card purchases will be charged a 3% processing fee. All deliveries and pick ups are to be during normal business hours and must be accepted within 10 days of notification of completion. Quoted freight rates are market rates and may change at time of delivery. Rich Specialty Trailers reserves the right to improve and/or modify the product without notification, and without incorporating these changes into similar models produced at an earlier date. It is understood that the delivery date is approximate and production times vary depending on seasonal orders and upon circumstances beyond our control.

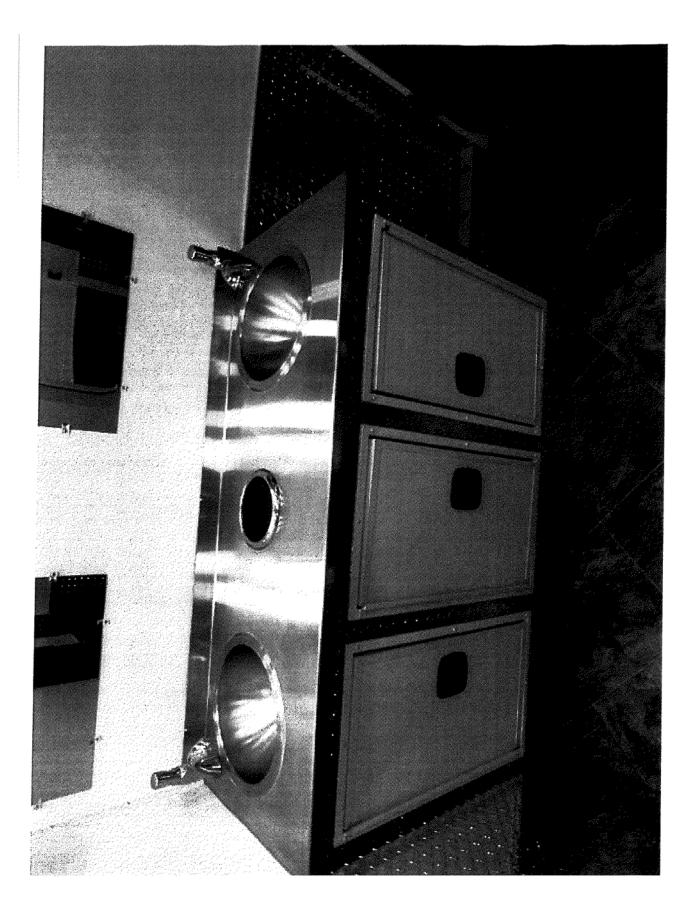
Revised 5/8/2017

Page 2 of 2



Page 52 of 61 Town Council Workshop Minutes of February 20, 2018





AMS GLOBAL

#### A.M.S. GLOBAL, INC. 75 CR 3303 DEKALB, TEXAS 7555

## Quote

Date Quote # 2/7/2018 00013737

Name / Address

City of Old Orchard Beach 1 Portland Ave Old Orchard Beach, ME 04064

			Rep	Project
			MT	10
Item	Description	0	⊇ty	Total
OM 20ADA3ST	Omega ADA 3ST Restroom Trailer Direct connect to sewer         2010 ADA Guidelines         Complete unit lowers to the ground         Aluminum ADA ramp w/stainless steel handrails         Wheel cover doors and flush door latches         1.5 steel tubing frame walls         2 x 6 ladder type chassis with retractable trailer tongue         All metal and composite construction         .40 Aluminum Bonded Exterior         9,900 lb retractable suspension         17.5 x 6.75 x 16 ply 6000# radial tires         Electric over Hydraulic Disk Brakes         Gel Battery         Automatic electric leveling jacks 16,000 lb max         .040 Bonded Aluminum Exterior         Obscure skylights in radius doors         Automatic door closer         Vandal resistant pebble finished interior wall panels         Steel epoxy granitised floor         LED 50,000 hr burn automatic interior and trailer lighting         Dusk to dawn LED porch lighting at ea entry door         Insulated walls & ceiling         Double foil radiant barrier insulation         Ducted Ventilation         Roof mount 15,000 BTU AC unit and 5,500 BTU heat pump         (1) 50 amp/240V power inlet         4000 Watt Auxillary heat package         Omega ADA: wall hung STAINLESS STEEL TOILET and         STAINLESS URINAL STAI		1	68,307.00
Thank you!	. 1	Total		

Page 1



#### A.M.S. GLOBAL, INC. 75 CR 3303 DEKALB, TEXAS 7555

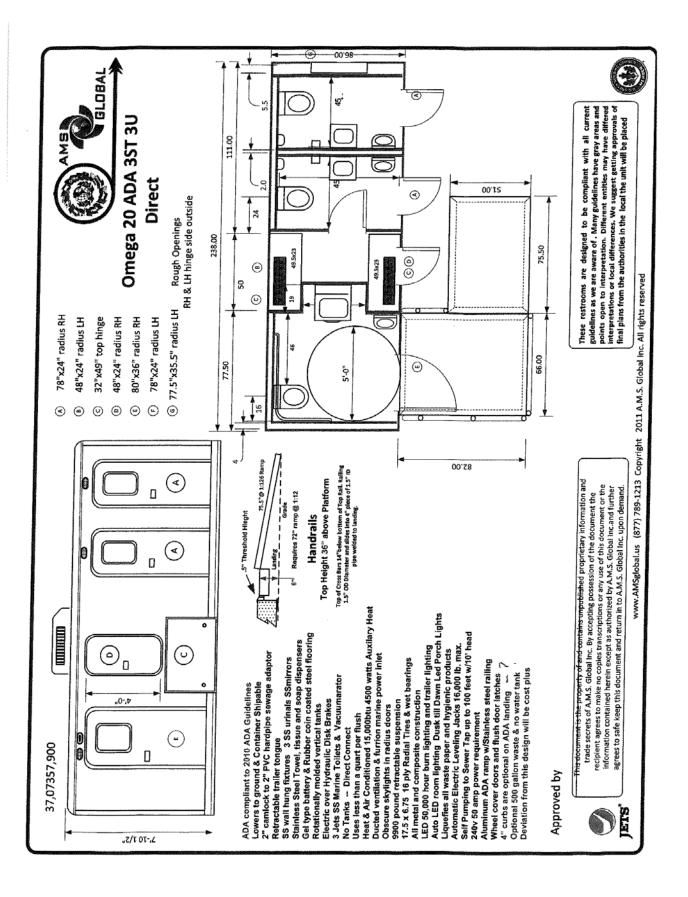
# Quote

Quote # Date 2/7/2018 00013737

Name / Address City of Old Orchard Beach 1 Portland Ave Old Orchard Beach, ME 04064

			Rep	Project
			мт	
ltem	Description	Qty		Total
OMMD	Omega Module: wail hung STAINLESS STEEL TOILET, STAINLESS STEEL URINAL STAINLESS STEEL SINK stainless steel tissue paper		2	0.00
JETS Vacumarator pu	Jets Vacumarator Pump Ultima 10 NT VOD Liquefies all waste paper and hygienic products flushes on (1) pint per flush			0.00
JETS	Self pumping to sewer tap up to 100 yd w/10' head Jetsstainless wall hung vacuum toilet with wall mounted flush button		1	0.00
'hank you!		Total		\$68,307.00

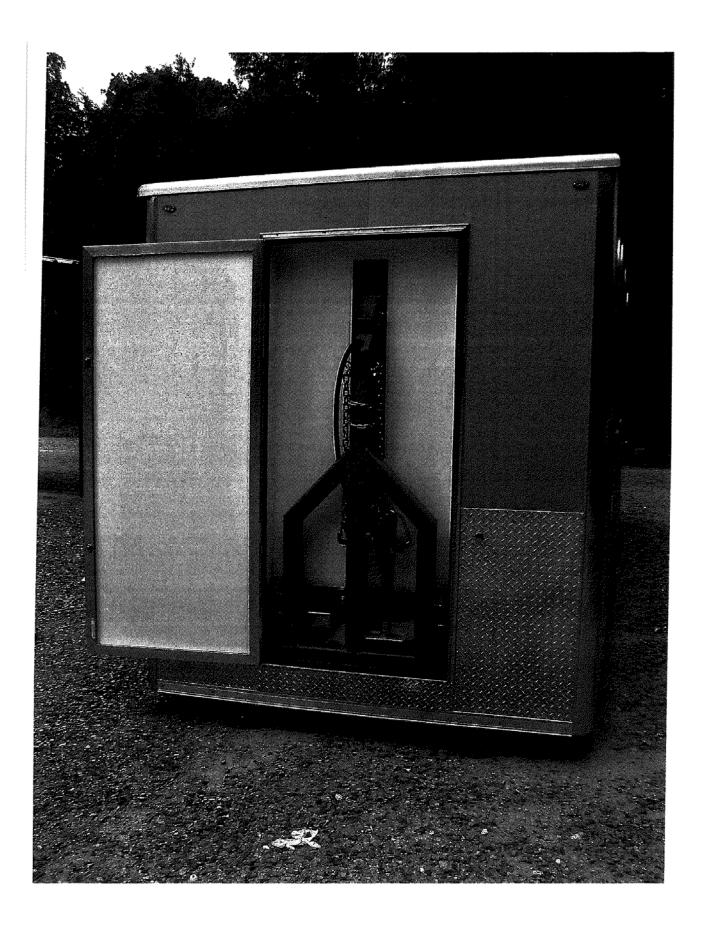
Page 2



Page 57 of 61 Town Council Workshop Minutes of February 20, 2018







# 7113 Executive Session: Teamsters Local Union No. 340 for the <u>General Government</u> <u>Employees Union Contract</u>, pursuant to 1 M.R.S.A., Section 405(6)(D). (Note: This item discusses Labor Negotiations, and the Council anticipates that the discussion portion will occur in Executive Session.)

MOTION: Councilor Kelley motioned and Councilor Tousignant seconded to Enter into Executive Session: Teamsters Local Union No. 340 for the <u>General Government Employees</u> <u>Union Contract</u>, pursuant to 1 M.R.S.A., Section 405(6)(D). (Note: This item discusses Labor Negotiations, and the Council anticipates that the discussion portion will occur in Executive Session.)

VOTE: Unanimous.

MOTION: Councilor Tousignant motioned and Councilor Kelley seconded to Exit the Executive Session. Teamsters Local Union No. 340 for the <u>General Government Employees</u> <u>Union Contract</u>, pursuant to 1 M.R.S.A., Section 405(6)(D). (Note: This item discusses Labor Negotiations, and the Council anticipates that the discussion portion will occur in Executive Session.)

**VOTE: Unanimous.** 

#### ADJOURNMENT:

MOTION: Councilor Kelley motioned and Councilor Tousignant seconded to Adjourn the Town Council Meeting at 8:45 p.m.

**VOTE: Unanimous.** 

**Respectfully Submitted,** 

V. Louise Reid Town Council Secretary

I, V. Louise Reid, Secretary to the Town Council of Old Orchard Beach, Maine, do hereby certify that the foregoing document consisting of sixty-one (61) pages is a copy of the original Minutes of the Town Council Meeting of February 20, 2018. V. Louise Reid