



Town Council - Meeting Agenda

Tuesday, February 20th, 2024 @ 6:30pm

Council Chambers - 1 Portland Avenue

To be immediately followed by an Executive Session

www.oobmaine.com/town-council

**Members of the public wishing to view the meeting from home may tune into Local Access TV (Channel 3 or 1301 - check with your provider) or by clicking the Meeting Videos link on oobmaine.com.)*

PLEDGE OF ALLEGIANCE:

ROLL CALL:

ACKNOWLEDGEMENTS:

GOOD & WELFARE:

ACCEPTANCE OF MINUTES:

Accept the minutes of the 2/6/2024 Regular Town Council Meeting.

Chair: Shawn O'Neill

PUBLIC HEARING – BUSINESS LICENSE & APPROVALS:

The Belanger Family Irrevocable Trust, Scott Belanger, (322-6-15), 22 Massachusetts Avenue, 1 (one) seasonal short-term rental.

Susan Njuguna, (312-11-9), 51 Atlantic Avenue, 1 (one) year-round short-term rental.

Jason Bicknell, (311-12-6), 18 Wesley Avenue, 1 (one) year-round short-term rental.

JLH Family LLC, Matt and Jacqueline Herling, (315-9-10), 26 Park Avenue, 1 (one) year-round short-term rental.

Annabelle Bassett, (205-16-3-2C), 9 Cascade Road #2C, 1 (one) year-round rental.

Kelly and Ryan Fleming, (313-2-2-3), 7 Bay Avenue #4, 1 (one) seasonal short-term rental.

Ceseretti Family Trust, (319-5-4-3), 17 Tunis Avenue #3, 1 (one) year-round short-term rental.

Kenneth Madore and Allison Busemeyer, (211-6-7), 1A William Street, 1 (one) year-round short-term rental.

Big Red Dog LLC, (313-4-3-2), 93 West Grand Avenue #2, 1 (one) seasonal short-term rental.

Chair: Shawn O'Neill

PUBLIC HEARING – SPECIAL AMUSEMENT PERMITS & APPROVALS:

RAR Surfside INC, Royal Anchor, (202-1-5), 203 East Grand Avenue, live music outside 10:00 AM to 9:00 PM Sunday through Saturday.

Chair: Shawn O’Neill

TOWN MANAGER REPORT

NEW BUSINESS:

AGENDA ITEM #8099

Discussion with Action: Shall the Town consider amending the Code of Ordinances, Section 54- Old Salt Road, from Temple Avenue to Spring Street and Spring Street, from Temple Avenue to Old Salt Road, restricting throughway vehicles to a gross weight of 15,000 pounds or less, with the exception of emergency and municipal vehicles, municipal service vehicles, and delivery vehicles carrying special commodities to include home repair or construction deliveries, heating fuel, petroleum products, sewage from private septic tanks, or domestic ground delivery trucks such as Federal Express, United Parcel Service, or US Mail.

Chair: Shawn O'Neill

AMENDMENTS TO CHAPTER 54, ARTICLE IV,

SECTION 54-187. -Restrictions and prohibitions

Adding the underscored language as follows:

Old Salt Road. No vehicle shall be parked on either side of Old Salt Road commencing at a point on West Grand Avenue and extending in a northerly direction to lot #12 on Connecticut Avenue, a distance of 300 feet more or less. From Temple Avenue to Spring Street restricting throughway vehicles to a gross weight of 15,000 pounds or less, with the exception of emergency and municipal vehicles, municipal service vehicles, and delivery vehicles carrying special commodities to include home repair or construction deliveries, heating fuel, petroleum products, sewage from private septic tanks, or domestic ground delivery trucks such as Federal Express, United Parcel Service, or US Mail.

Spring Street, from Temple Avenue to Old Salt Road, restricting throughway vehicles to a gross weight of 15,000 pounds or less, with the exception of emergency and municipal vehicles, municipal service vehicles, and delivery vehicles carrying special commodities to include home repair or construction deliveries, heating fuel, petroleum products, sewage from private septic tanks, or domestic ground delivery trucks such as Federal Express, United Parcel Service, or US Mail.

Town of Old Orchard Beach, Maine



Police Department

*16 E Emerson Cummings Blvd.
Old Orchard Beach, Maine 04064
Tel: (207) 934-4911 Fax (207) 937-5899*

*Elise Chard - Chief of Police
David Hemingway-Deputy Chief of Police*

*TO: Diana Asanza and Council
From: Chief Elise Chard
Ref: Old Salt Road and Spring Street ordinance change proposal*

In an attempt to remedy the issues of large vehicles traveling and parking on Old Salt Road and Spring Street we would propose the following changes to Sec. 54-187, - Restrictions and Prohibitions.

Proposed Wording for old Salt Road and Spring Street – (No Current Wording Exists)

Sec 54-187. – Restrictions and prohibitions.

Old Salt Road. No Vehicle except emergency or municipal vehicles, having a registered gross weight in excess of 9,000 pounds shall be operated or caused to be operated on or over Old Salt Road from Temple Avenue to Spring Street.

Spring Street. No Vehicle except emergency or municipal vehicles, having a registered gross weight in excess of 9,000 pounds shall be operated or caused to be operated on or over Spring Street from Temple Avenue to Old Salt Road.

**Chief Elise Chard
Old Orchard Beach Police Department**

Town of Old Orchard Beach, Maine



Police Department

*16 E Emerson Cummings Blvd.
Old Orchard Beach, Maine 04064
Tel: (207) 934-4911 Fax (207) 937-5899*

*Elise Chard - Chief of Police
David Hemingway-Deputy Chief of Police*

To: Diana Asanza and Council Members

From: Chief Elise Chard

Ref: Commercial Vehicles traveling and parking on Old Salt Road

It has been reported to the police department that there are several large commercial vehicles traveling and at times parking in inappropriate locations on Old Salt Road and Spring Street. This is causing concern for area residents due to the size of the vehicles traveling through a condensed residential area and at times parking on the roadways causing traffic safety concerns.

In an attempt to remedy the issues of large vehicles traveling and parking on Old Salt Road and Spring Street we would propose the following changing Sec. 54-187, - Restrictions and Prohibitions to restrict vehicles with a gross weight of over 9,000 pounds from operating on Old Salt Road and Spring Street.





Below are some current existing restrictions and conditions for other similar roadways in Old Orchard Beach.

Portland Avenue. No vehicle shall be parked on Portland Avenue from Cascade Road to Old Orchard Street. No vehicle, except emergency or municipal vehicles, having a registered gross weight in excess of 30,000 pounds shall be operated or caused to be operated on or over Portland Avenue, from the Scarborough line to the Cascade Road.

Smith Wheel Road. Except as identified in the exemptions below, no vehicle having a registered gross weight in excess of 9,000 pounds shall be operated or caused to be operated on or over Smith Wheel Road from Vallee Lane to the Ocean Park Road. Exemptions: Emergency vehicles; Municipal vehicles; Delivery vehicles for a distance of 310 feet, beginning at the Smith Wheel Road and Ocean Park Road intersection, continuing north along Smith Wheel Road.

Runnells Avenue. No vehicle, except emergency or municipal vehicles, having a registered gross weight in excess of 9,000 pounds, shall be operated or caused to be operated on or over Runnells Avenue.

School Street. No vehicle, except emergency or municipal vehicles, having a registered gross weight in excess of 9,000 pounds shall be operated or caused to be operated on or over School Street. No vehicle shall be parked on the lefthand side of School Street from Saco Avenue for the entire length of School Street.

Chief Elise Chard
Old Orchard Beach Police Department

AGENDA ITEM #8100

Discussion with Action: Accept the proposal from Woodard and Curran for the design, bidding, and permitting services for the renovation of the West Grand Comfort Station in the amount of \$124,500.00 from account #51002-50932 CIP West Grand Bathroom Upgrade with a balance of \$343,000.00.

Chair: Shawn O'Neill

February 14, 2024



Diana Asanza, Town Manager
Old Orchard Beach
1 Portland Avenue
Old Orchard Beach, ME 04064

Re: Proposal for West Grand Avenue Comfort Station
Design, Permitting, Bid Documents, and Construction Services

Dear Diana:

Thank you for the opportunity to submit this proposal for improvements to the West Grand Comfort Station. The Comfort Station, located at 6 West Grand Ave in Old Orchard Beach, Maine, is nearly 30 years old and is showing signs of its age. This proposal is for design, bidding and permitting services to renovate the building in accordance with the Woodard & Curran memorandum "West Grand Ave Comfort Station Assessment and Recommendations" dated November 18, 2022. Excerpts of the memo's findings are included in the following section.

EXISTING CONDITIONS

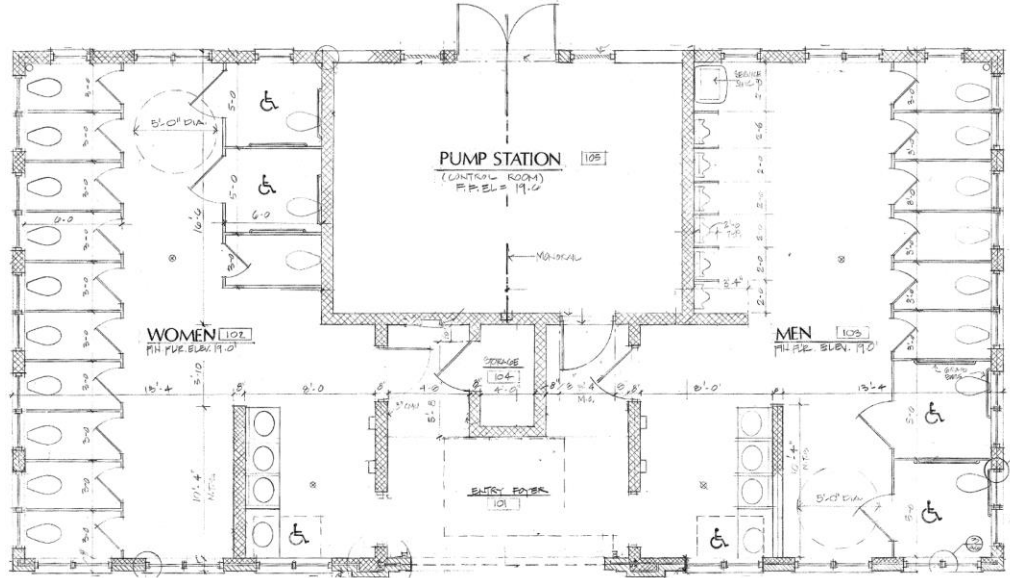
The following summarizes the existing conditions of the West Grand Ave Comfort Station:

- *Building Interior:* The comfort station floor plan consists of 4 distinct sections:
 - *The Entry Foyer*, which is the public access point from West Grand Ave. This area is small and dark, with minimal natural light. This space also contains a small storage/electrical area.
 - *The Women's Restroom*, which contains eleven standard toilet stalls, two ADA toilet stalls, three standard sinks and one ADA sink. No private family restroom area is included within the space. The toilet stalls were observed to be graffiti-stained with many of the partitions in poor condition. Cracking and joint separation was observed in several of the concrete masonry unit (CMU) walls. Walls are also covered in graffiti, dirt and bubbling/peeling paint, an indication of moisture infiltration. Ceiling lights have been upgraded, but the old light fixture junction boxes remain exposed. Some cracking was observed in the concrete floor slab. There is no air conditioning or heating within the space.
 - *The Men's Restroom*, which contains six standard toilet stalls, two ADA toilet stalls, six urinals, three standard sinks and one ADA sink. No private family restroom area is included within the space. Like the Women's Restroom, the toilet stalls are graffiti-stained and in poor condition. The CMU walls also contained graffiti, dirt, and bubbling/peeling paint and the old ceiling light junction boxes remain exposed. The urinals are different sizes and missing privacy screens. Some cracking was observed in the concrete floor slab. There is no air conditioning or heating within the space.

- *The Pump Station*, which is located at the rear of the comfort station. This area is not accessible to the public and is being upgraded as part of a larger wastewater capital improvement project.

The existing building floor plan is provided in Figure 1 below.

Figure 1: Existing West Grand Avenue Comfort Station Floor Plan



- *Building Exterior:* The building exterior consists of masonry walls bearing on 4-foot-deep perimeter concrete frost wall on all sides, except where a small portion of the rear exterior masonry wall bears on the deep foundation of the Pump Station. Exterior walls consist of 8" CMU on the sides and rear of the building. The front exterior wall is a solid-grouted barrier wall consisting of brick (exterior) and block (interior). Cracking and joint separation was observed on rear exterior CMU wall. There is no insulation in the exterior walls since this facility is only used during the summer season.

The hip-style roof was constructed with prefabricated wood trusses. The decorative painted wood rafter tails and trim were observed to have peeling paint and areas of rot and deterioration. The original architectural-grade asphalt shingles were observed to be worn and beyond useful design life with reported active leaks. There is a functional ventilation cupola at the top of the roof ridge, which is finished with cedar shakes and has ventilation louvers on four sides. There are several wood windows around the perimeter of the building, a galvanized steel rolling service door at the front entrance, and a double painted hollow-metal back door to the Pump Station.

Based on the cracking and joint separation observed in the exterior and interior walls, a more detailed review of the structural integrity of the building confirmed there are many structural, architectural, and cosmetic issues that require attention. It was observed that portions of the building have undergone differential settlement, which has resulted in the cracking and settlement of the CMU walls. Although the overall structural integrity of the building appears to be intact based on the cursory review,

several items were observed that should be addressed in a timely fashion to stabilize the structure, improve the aesthetics, and extend the life of the facility.



RECOMMENDED IMPROVEMENTS

Woodard & Curran recommends several significant changes to the West Grand Comfort Station to improve both the functionality of the facility for the public users and the durability and longevity of the structure. The recommendations are described below:

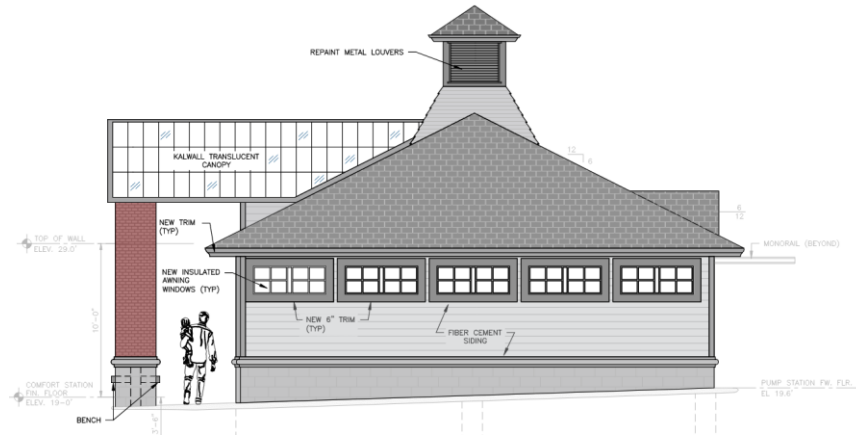
- *Portico Entrance* – The addition of a portico on the front of the building will help define the public entrance on West Grand Ave. The portico will have translucent roof panels, that will be integrated with the existing roof framing and extend over the entry foyer, allowing a significant amount of natural light into the interior space. The portico will be supported with columns matching the architecture of the building. A knee wall will span between the columns and include benches on each side, providing a seating option for the facility users and public. The portico, columns and knee wall will also help provide separation between the public sidewalk and facility entrance, improving privacy for the users of the facility.
- *Exterior Building Wrap* – The existing facility is uninsulated and unheated. Additionally, the facility is in a coastal environment and frequently exposed to moisture. These conditions can result in freeze-thaw damage and deterioration of the exterior masonry walls over time. It is recommended that moisture and insulation improvements be added to the exterior walls and a HVAC system be added to ensure the facility’s interior temperature does not go below freezing during the offseason. Exterior wall improvements would include adding a moisture barrier and rigid insulation to the exterior of the building. On the sides and rear of the building, which are not accessible by the public, the insulation would be covered with fiber cement siding and trim. On the front of the building, the insulation would be covered with a brick and split-faced CMU cavity wall, like the current front building façade.

The proposed exterior improvements are shown in Figures below.

Figure 2: Proposed Building Front Elevation

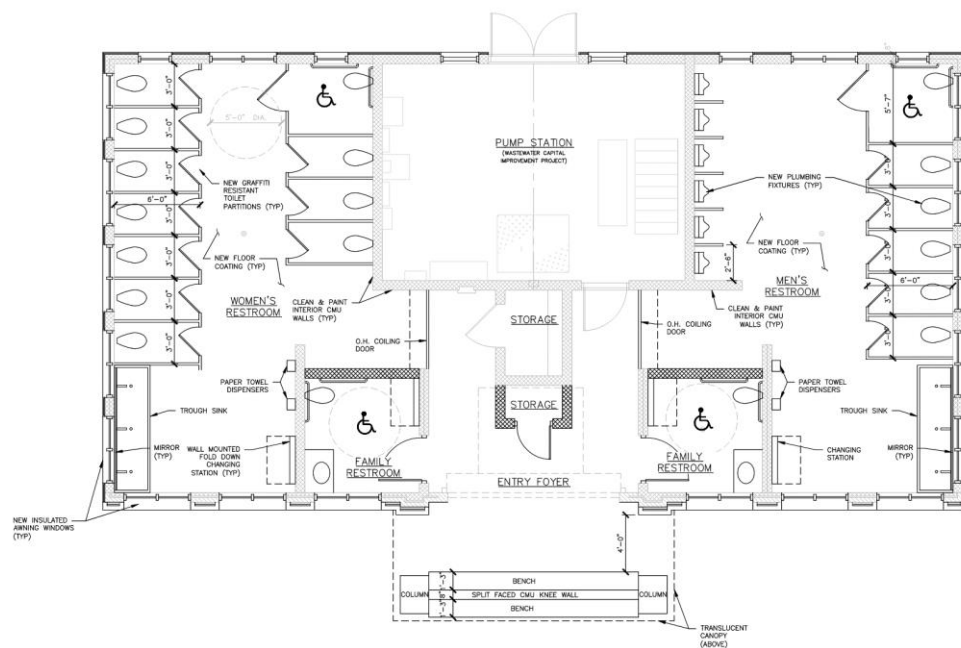


Figure 3: Proposed Building Side Elevation



- *Family Restrooms* – As previously noted, the current interior layout of the facility does not include any family restrooms, which are single use restrooms that provide families, those needing assistance, or anyone less comfortable using an all-gender restroom full privacy. It is recommended that the existing sink area in both the women's and men's restrooms be converted into single use, family restrooms. Each family restroom will be accessed from the entry foyer and will include ADA-compliant plumbing fixtures and accessories. A wider access point from the entry foyer will be created for both the women's and men's restrooms and new trough sinks will be provided in each space. The proposed building floor plan is shown Figure 4 below.

Figure 4: Proposed Building Floor Plan





- *Additional Features* – In addition to the significant changes outlined above, the following improvements are also recommended for the West Grand Ave Comfort Station:
 - Structural
 - Remove and replace the architectural-grade shingles on the roof.
 - Repair roof rafter tails and trim.
 - Remove and replace all windows with insulated awning-style windows.
 - Repair structural defects outlined in the Structural Condition Assessment.
 - Clean and paint all interior CMU walls.
 - Clean and provide a heavy-duty floor urethane coating on existing concrete slab.
 - Replace existing steel rolling door in the Entry Foyer.
 - Fixtures
 - Demolish all existing fixtures and furnishings within the Women’s and Men’s Restrooms.
 - Provide new plumbing fixtures (toilets, urinals, sinks), including ADA-compliant fixtures.
 - Provide new graffiti resistant toilet and urinal partitions.
 - Provide new restroom accessories (mirror, paper towel dispensers, ADA grab bars).
 - Provide new interior lighting.
 - Provide new storage closet in Entry Foyer.

SCOPE OF SERVICES

Woodard & Curran agrees to provide the following Services:

Task 1 – Schematic Design Phase

During this phase, the following historical field reports will be reviewed:

- *Geotechnical Investigation:* Woodard & Curran will review the existing available data for evaluation of the subsurface findings relative to the proposed building modifications.
- *Topographic Survey:* Woodard & Curran will review the existing conditions plan of the building, and will utilize that information for property boundary, planimetric features, surface evidence of utilities, and site topography.

This phase includes one meeting with the Town to review the schematic plan and receive feedback. If required based on the feedback provided by the Town, a revised schematic plan will be provided to the Town for final approval.



Task 2 – Design Development Phase

Upon approval of the schematic design by the Town, Woodard & Curran will proceed into the design development phase, which will include:

- Completing architectural code compliance review;
- Finalizing building floor plan and preparing exterior elevations;
- Initiating selection of interior finishes;
- Initiating building mechanical and electrical system design; and
- Identifying location for connection to site utilities.

During this phase, Woodard & Curran will also prepare an opinion of probable construction cost for the Work upon completion of the design development drawing set. Woodard & Curran will attend one meeting with the Town to review the design development plans and opinion of probable construction cost.

Task 3a – Construction Documentation Phase

Upon approval of the design development drawing set, Woodard & Curran’s team will develop construction Contract Documents based upon the Engineers Joint Contract Documents Committee standard and the CSI Master Format. Contract documents will include the following front-end specifications suitable for bidding:

- Division 00 - Procurement and Contracting Requirements, Introductory Information, Procurement Requirements, Contracting Requirements
- Division 01 – General Requirements

Woodard & Curran will provide the Town with substantial (90%) design including drawings, contract documents, technical specifications, and opinion of probable construction cost.

Woodard & Curran will attend a Project meeting with the Town to review the 90% design submittal package. The team will accept comments for the design submittal, modify the design if necessary, and present the Town with final bid-ready construction Contract Documents, stamped by Licensed Professionals.

Task 3b – Permitting Phase

The West Grand Ave Comfort Station is located within Downtown District-1 (DD-1), and therefore, proposed modifications to the structure must comply with the Town’s Code of Ordinances. During this phase, Woodard & Curran will complete the permitting services required for the Project. The following permits are anticipated to be required for the Project:

- Town of Old Orchard Beach Administrative Design Review Certificate– Article V Design Review of the Town’s Code of Ordinances specifies that prior to issuance of a building permit in the DD-1 district, design review is required for any structural modifications of all or any exterior part of existing nonresidential structures (Sec. 78-426). Therefore, Woodard & Curran will prepare and submit the Application for Administrative Certificate with supporting materials to the Town of Old Orchard Beach’s Planning Department. Woodard & Curran will prepare for and attend one (1) meeting with the Town Planner and Code



Enforcement Officer to review and discuss the Project. As this is a Town Project, we anticipate all application fees will be waived.

- Town of Old Orchard Beach Site Plan Review Permit – Article IV *Site Plans* of the Town’s Code of Ordinances exempts any construction or modification to any municipal use constructed or operated by the Town from site plan review (Sec. 78-212.(b)), and therefore, it is anticipated that a Site Plan Approval will not be required.
- Natural Resource Protection Act (NRPA) Permit – It is anticipated that the Project will not impact any wetlands, and therefore a NRPA Permit will not be required.
- Maine Stormwater Management Law – It is anticipated that the proposed Project will not create more than one acre of disturbance, and therefore a Stormwater Management Law Permit will not be required.

Clarification: We anticipate that the selected contractor will be responsible for obtaining the Building, Electrical and Plumbing Permits and State Fire Marshal Permit, as required. We will submit on behalf of the Town the Construction, Barrier-Free, and Building Impact applications to the State Fire Marshall’s office.

Clarification: All permitting fees will be paid for directly by the Town.

Task 4 – Bidding Services Phase

Woodard & Curran understands the Project will be bid through a public procurement process. Woodard & Curran will act as the Plan Holder for the Project, provide construction Contract Documents to Contractors as requested, conduct a pre-bid meeting, answer technical RFIs, issue addendums, and attend the bid opening.

Upon completion of the bid opening, Woodard & Curran will review the bids and tabulate bids, review the qualifications of the apparent low bidder, develop a letter summarizing this information, and prepare the Contract Documents for acceptance by the successful bidder. Advertising costs are not included as we understand those fees will be billed directly to the Town.

Task 5 – Construction Administration Services

Woodard & Curran agrees to provide the following Services during construction of the West Grand Comfort Station Improvement project:

- Prepare for, attend, and conduct up to one (1) pre-construction meeting with the Town and Contractor(s) prior to the start of construction.
- Participate in either weekly video conference calls (Zoom or Microsoft Teams) or in person meetings with Contractors throughout the duration of construction.
- Review Contactor’s submittals for compliance with project specifications; the submittal review process will consist of reviewing the initial submittal and up to one resubmittal.
- Review Contractor’s schedule of values and payment requisitions.



- Respond to Contractor’s RFIs.
- Conduct biweekly site visits for up to six (6) months of construction to review progress, pay applications, and provide quality control activities.
- Conduct up to two (2) punch-list site visits at the end of construction.

ASSUMPTIONS AND CLARIFICATIONS

- Coordination and management of furniture, fixtures and equipment is not included in the final design package as it is understood this will be completed by the Town.

PROPOSED SCHEDULE

Woodard & Curran can initiate the work upon Authorization to Proceed. The work will be completed within six (6) months of the Authorization to Proceed.

PROPOSED BUDGET

Woodard & Curran proposes a lump sum budget of not-to-exceed \$124,500 to perform services described within this proposal, invoiced monthly. We will communicate with the Town about our efforts relative to this budget and work requested. We will not exceed this budget without the written authorization from the Town.

Task 1: Schematic Design	\$ 2,500
Task 2: Design Development	\$ 32,500
Task 3a: Construction Documentation	\$ 40,000
Task 3b: Permitting	\$ 10,000
Task 4: Bidding	\$ 7,500
Task 5: Construction Administrative Services	\$ 32,000
Total Budget	\$124,500

TERMS AND CONDITIONS

The Scope of Services will be completed in accordance with the terms and conditions of the Master Professional Services Agreement between Woodard & Curran, Inc. and The Town of Old Orchard Beach dated April 14, 2021.

CLOSING

We greatly appreciate this opportunity to offer our services. If you accept this proposal and wish to proceed with the Scope of Services, please sign the Authorization To Proceed below and return a copy for our files.



Please feel free to contact me at 207-558-3807 (bbridges@woodardcurran.com) or Megan McDevitt at 207-558-3785 (mmcdevitt@woodardcurran.com) if you have any questions regarding this proposal or require any further information.

Sincerely,

WOODARD & CURRAN, INC.

A handwritten signature in blue ink that reads "Brent M. Bridges".

Brent M. Bridges
Vice President

BMB/vmf

cc: Megan McDevitt, Woodard & Curran

**AUTHORIZATION TO PROCEED
TOWN OF OLD ORCHARD BEACH**

Signature Date

Name (printed)

Title

AGENDA ITEM #8101

Discussion with Action: Approve the proposal from Wright Pierce for the Capacity Assessment of wastewater pump stations 100 and 200 in the amount of \$9,800 from account #20151-50300 Public Works Professional Engineering with a balance of \$72,490.31.

Chair: Shawn O'Neill

February 14, 2024

Mr. Christopher White
Wastewater Superintendent/ Public Works Director
Town of Old Orchard Beach
1 Portland Avenue
Old Orchard Beach, ME 04064

SUBJECT: Proposal for Engineering Services
Capacity Assessment of Dunegrass 100 and Dunegrass 200 Pump Stations

Dear Chris,

Wright-Pierce would like to thank the Town of Old Orchard Beach for the opportunity to submit this proposal for professional engineering services. This proposal presents our understanding of the Town's needs, a suggested scope of services, fee, and suggested schedule to complete the work.

Project Background and Understanding

Pursuant to our call on January 18, 2024, we understand that development of additional homes continues in the Dunegrass community. As part of these developments, the Town is asked to assess if sufficient capacity exists within the sewer system to accept these new users. Given the age of the Dunegrass 100 and Dunegrass 200 pump stations and the amount of development that has occurred and is planned, the Town is interested in evaluating the remaining capacity of these pump stations so the Town can be more responsive to requests from developers to connect to the existing wastewater collection system in this area of Town.

Proposed Scope of Services

Based on our understanding of the Town's needs per our January 18, 2024, phone conversation, we propose the following scope of services:

1. **Review Existing Information** – Wright-Pierce will review information on the existing pump stations provided by the Town. We would expect to receive and review the following:
 - a. Design flow rate of the pump station based on expected peak flow at the time of station original installation. Pump make and model for determining anticipated pumping curve.
 - b. Record drawings and specifications for the pump station and force main, and any upgrades that have been made to these stations, particularly upgrades that would have altered station capacity.
 - c. Operational data on the pump stations including operating wet well levels, flow data, pump run times, drawdown information, etc.
 - d. Water use records for all sewer users tributary to each pump station.

2. **Site Visit** – Wright-Pierce will visit both pump stations with Town staff during a 1-day site visit. The purpose of this visit will be to confirm information provided by the Town and to work with the Town to conduct drawdown testing to determine capacity of each station. If possible, Wright-Pierce would also meet with the Planning Department to discuss plans for expansion of the Dunegrass community and estimates of additional homes to achieve buildout.
3. **Evaluation** – Wright-Pierce will perform the following tasks:
 - a. Develop hydraulic models of the pump stations and force mains to prepare system curves of flow vs. head loss. Compare system curves with pump curves to determine operating point (flow and pressure). Compare pump output vs. information on flows. Force main information will be collected using the Town's GIS and information provided by the Town.
 - b. Compare water use records to pump station runtime and drawdown data and develop estimates of average daily flow and peak flow. Without instantaneous flow data, estimates of peak flow will be based on data from similar developments and industry standards for peaking factors.
 - c. Develop estimates of additional average and peak flows from anticipated build out of the Dunegrass community.
 - d. Develop future average and peak flows from the Dunegrass community, including an allowance for infiltration and inflow into the pipes and manholes as they age.
 - e. Compare future average and peak flows to the existing station capacity based on design capacity and drawdown testing. Assess if remaining capacity exists or if additional capacity will be required. The station capacity will assume one pump is down for maintenance.
 - f. If it is determined that a capacity upgrade is needed at either or both pump stations, prepare a list of possible options to increase capacity. An evaluation of these options and the costs for each will not be prepared at this time, but could be added as an additional service if the Town is interested in advancing capacity upgrades.
4. **Meeting** – Upon completion of the evaluation, conduct a virtual meeting with Town staff to discuss findings and options.
5. **Letter Report** - Based on the tasks above, prepare a draft letter report summarizing findings, options, costs, and recommendations. Submit to Town and provide final letter report incorporating Town comments.

Fee Estimate

Based on our understanding of the Town's needs as outlined in the Scope of Services above, we anticipate that the above scope of services can be completed for a lump sum fee of \$9,800.

Services will be performed in accordance with our standard general conditions for engineering agreements (Exhibit A – copy attached). For any additional services that may be requested, we will prepare a separate fee estimate for that work..

Schedule

We would expect to start our services after acceptance of this agreement, and we will endeavor to complete the work within 8 - 10 weeks from a signed agreement. This assumes that information required for the study will be provided by the Town within 1-2 weeks of a signed agreement.

Thank you for the opportunity to submit this proposal to assist the Town of Old Orchard Beach. If this proposal is acceptable, please have an authorized agent sign below and return a copy for our files. If you have any questions or wish to discuss this proposal further, please do not hesitate to contact me at (207) 798-3744 or at the email address below.

Sincerely,
WRIGHT-PIERCE



Jaime Wallace, PE
Project Manager
jaime.wallace@wright-pierce.com



Chris Dwinal, PE
Senior Project Manager & WW Group Leader
chris.dwinal@wright-pierce.com

Seen and agreed to by:

Town of Old Orchard Beach

By: _____

Name: _____

Title: _____

Date: _____

Wright-Pierce

By:  _____

Ryan T. Wingard, PE

Vice President

February 14, 2024

EXHIBIT A
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EXHIBIT A - SCHEDULE OF TERMS AND CONDITIONS

1.0 Standard of Care

The standard of care for all professional engineering and related services performed or furnished by ENGINEER under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under similar conditions at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's services.

2.0 Client's Responsibilities

Except as otherwise provided in this Agreement, CLIENT shall do the following in a timely manner as requested by ENGINEER and shall bear all costs incident thereto:

2.1. Designate in writing a person to act as CLIENT's representative with respect to the services to be performed or furnished by ENGINEER under this Agreement. Such person will have complete authority to transmit instructions, receive information, interpret and define CLIENT's policies and decision with respect to ENGINEER's services for the Project.

2.2. Provide all criteria and full information as to CLIENT's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations, and furnish copies of all design and construction standards which CLIENT will require to be included in the Drawings and Specifications.

2.3. Assist ENGINEER by placing at ENGINEER's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project as requested by ENGINEER.

2.4. Arrange for access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform services under this Agreement.

2.5. Provide approvals and permits from all governmental authorities having jurisdiction to approve the portions of the Project designed or specified by ENGINEER and such approvals and consents from others as may be necessary for completion of such portions of the Project.

2.6. Give prompt written notice to ENGINEER whenever CLIENT observes or otherwise becomes aware of any development that affects the scope or time of performance or furnishing of ENGINEER's services, or any defect or nonconformance in ENGINEER's services or in the work of any Contractor.

3.0 Reuse of Documents, Records

3.1. Documents are Instruments of ENGINEER's Service

All documents including Drawings and Specifications provided or furnished by ENGINEER (or ENGINEER's Consultants) pursuant to this Agreement are instruments of service in respect of the Project, and ENGINEER and ENGINEER's Consultants, as appropriate, shall retain an ownership and property interest therein (including the right of reuse by and at the discretion of ENGINEER and ENGINEER's Consultants, as appropriate) whether or not the Project is completed.

ENGINEER grants CLIENT limited license to use the Documents on the Project, subject to receipt by ENGINEER of full payment due or owing for all services related to the preparation of the Documents. CLIENT may make and retain copies of documents for information and reference in connection with the use and occupancy of the Project by CLIENT. Such documents are not intended or

represented to be suitable for reuse by CLIENT or others on extensions of the Project or on any other project.

Any such reuse, or modification, without written verification or adaptation by ENGINEER and ENGINEER's Consultants, as appropriate, for the specific purpose intended will be at CLIENT's sole risk and without liability or legal exposure to ENGINEER, or to ENGINEER's Consultants, and CLIENT shall indemnify and hold harmless ENGINEER and ENGINEER's Consultants from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle ENGINEER to further compensation at rates to be agreed upon by CLIENT and ENGINEER.

3.2. Records Retention/Access to Records.

ENGINEER will retain pertinent records relating to the services performed under this Agreement for a period of three (3) years following completion of the services, during which period the records will be made available to CLIENT at ENGINEER's office during normal business hours with reasonable advance notice. Copies will be prepared by ENGINEER for CLIENT for reasonable cost of reproduction and associated labor.

3.3. Electronic Transmittals

CLIENT and ENGINEER may transmit, and shall accept, project-related correspondence, documents, data, drawings, specifications in electronic media or digital format either directly or through access to a secure file transfer protocol. The method of electronic transmittal will be by a mutually agreeable protocol.

CLIENT and ENGINEER make no representations as to the long-term compatibility, usability, or readability of the item resulting from the recipient's use of software applications, operating systems or computer hardware differing from those used by the transmitter.

CLIENT acknowledges that electronic data is changeable. CLIENT acknowledges that any revisions made to electronic data and any consequences of its direct or indirect use by the CLIENT or its agents are beyond the control of the ENGINEER. The ENGINEER cannot be held responsible for software errors, for deterioration of data due to aging, damage to the computer disk, or for failure of the data to respond as intended if used with software and/or operating systems other than those on which it was developed. The original document maintained by the ENGINEER shall be the controlling document.

4.0 Third Party Information

CLIENT acknowledges and agrees that ENGINEER may solicit and reasonably rely on third party information essential and relative to the performance of ENGINEER's duties created and addressed by this Agreement whenever such information is under the control of a third party; and, ENGINEER will not be responsible or liable for the direct or indirect consequences of its reliance on such third party information. Examples of the type of third party information addressed above include, but are not limited to, any information within the control of any of the following: a public, quasi-public or private utility; a governmental body, agency or government (federal, state or local); water and/or sewer facility, district or entity; or, an agent or employee of CLIENT.

5.0 Estimates of Cost

Since ENGINEER has no control over the cost of labor, materials or equipment or over Contractor(s)' methods of determining prices, or over competitive bidding or market conditions, its estimate of probable project costs provided for herein are to be made on the basis of its experience and qualifications and represent its professional judgment as a design professional familiar with the construction industry, but ENGINEER cannot and does not

guarantee that proposals, bids or the project costs will not vary from its estimate of probable costs. If, prior to the Bidding or Negotiating Phase, CLIENT wishes greater assurance as to the project costs, CLIENT shall employ an independent cost estimator. Engineering services to modify the Contract Documents to bring the project costs within any limitation established by CLIENT will be considered Additional Services and paid for as such by CLIENT.

The construction cost of the entire Project (herein referred to as "Construction Cost") means the total cost to construct the project including furnishing and installing all equipment and materials, but it will not include ENGINEER's compensation and expenses, the cost of land, right-of-way, or compensation for or damages to properties unless this Agreement so specifies, nor will it include CLIENT's legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project.

6.0 Allocation of Risks

6.1. ENGINEER shall Indemnify CLIENT from Claims caused by ENGINEER's Negligence

To the fullest extent permitted by law, ENGINEER shall indemnify and hold harmless CLIENT, CLIENT's officers, directors, partners, and employees from and against any and all costs, losses and damages (including but not limited to reasonable attorneys' fees and all court or other dispute resolution costs) arising from claims by third parties, to the extent caused by the negligent acts, errors or omissions of ENGINEER or ENGINEER's officers, directors, partners, employees, agents and ENGINEER's Consultants in the performance and furnishing of ENGINEER's services under this Agreement.

6.2. CLIENT shall Indemnify ENGINEER from Claims caused by CLIENT's Negligence

To the fullest extent permitted by law, CLIENT shall indemnify and hold harmless ENGINEER, ENGINEER's officers, directors, partners, and employees and ENGINEER's Consultants from and against any and all costs, losses and damages (including but not limited to reasonable attorney' fees and court or other dispute resolution costs) arising from claims by third parties, to the extent caused by the negligent acts, errors or omissions of CLIENT or CLIENT's officers, directors, partners, employees, agents and CLIENT's consultants with respect to this Agreement or the Project.

6.3. Environmental Indemnification

In addition to the indemnity provided under Paragraph 6.2 of this Schedule, and to the fullest extent permitted by law, CLIENT shall indemnify and hold harmless ENGINEER and its officers, directors, partners, and employees and ENGINEER's Consultants from and against all claims, costs, losses, and damages (including but not limited to reasonable attorneys' fees and court or other dispute resolution costs) caused by, arising out of or relating to the presence, discharge, release or escape of Asbestos, PCBs, Petroleum, Hazardous Waste, Radioactive Material, or other Constituents of Concern at, on, under or from the Project site, unless such claim is the direct result of ENGINEER's negligence or willful misconduct.

6.4. ENGINEER's Liability Limited to Amount of Insurance Proceeds Paid

Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, the total liability, in the aggregate, of ENGINEER and ENGINEER's officers, directors, partners, employees, agents and ENGINEER's Consultants, and any of them, to CLIENT and anyone claiming by, through or under CLIENT, for any and all claims, losses, costs or damages whatsoever arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes, including but not limited to

the negligence, professional errors or omissions, strict liability or breach of contract or warranty express or implied of ENGINEER or ENGINEER's officers, directors, partners, employees, agents or ENGINEER's Consultants or any of them (hereafter "CLIENT's Claims"), shall not exceed the total insurance proceeds paid up to the limits required in Section 7.1 on behalf of or to ENGINEER by ENGINEER's insurers in settlement or satisfaction of CLIENT's Claims under the terms and conditions of ENGINEER's insurance policies applicable thereto (excluding fees, costs and expenses of investigation, claims adjustment, defense and appeal). If no such insurance coverage is recovered with respect to CLIENT's Claims, then the total liability, in the aggregate, of ENGINEER and ENGINEER's officers, directors, partners, and employees and ENGINEER's Consultants and any of them to CLIENT and anyone claiming by, through or under CLIENT, for any and all such uninsured CLIENT's Claims shall not exceed the ENGINEER's fee or \$100,000, whichever is less.

6.5. Exclusion of Special, Incidental, Indirect and Consequential Damages

To the fullest extent permitted by law, and notwithstanding any other provision in the Agreement, ENGINEER and ENGINEER's officers, directors, partners, employees, agents and ENGINEER's Consultants shall not be liable to CLIENT or anyone claiming by, through or under CLIENT for any special, incidental, indirect or consequential damages whatsoever, arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes, including but not limited to any such damages caused by the negligence, professional errors or omissions, strict liability, breach of contract or warranty express or implied of ENGINEER or ENGINEER's officers, directors, partners, employees, agents or ENGINEER's Consultants, or any of them.

6.6. Limitation of ENGINEER's Liability on Comparative Negligence Basis

To the fullest extent permitted by law, ENGINEER's total liability to CLIENT and anyone claiming by, through or under CLIENT for any claim, cost, loss or damages caused in part by the negligence of ENGINEER and in part by the negligence of CLIENT or any other negligent entity or individual, shall not exceed the percentage share that ENGINEER's negligence bears to the total negligence of CLIENT, ENGINEER and all other negligent entities and individuals determined on the basis of comparative negligence principles. CLIENT further agrees to hold harmless ENGINEER against any such claim, cost, loss or damages but only to the extent of the percentage share that CLIENT's negligence bears to the total negligence of CLIENT, ENGINEER and all other negligent entities and individuals determined on the basis of comparative negligence principles.

6.7. Florida Individual Liability Statute

For projects performed in the State of Florida, pursuant to Florida Statute 558.0035, employees of the ENGINEER may not be held individually liable for damages resulting from negligence under this agreement.

7.0 Insurance

7.1. ENGINEER's Insurance

ENGINEER shall procure and maintain insurance for protection from claims under workers' compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, from claims or damages because of injury to or destruction of property, and from professional liability claims due to ENGINEER's negligent acts, errors or omissions. Upon request, ENGINEER shall list CLIENT as an additional insured on

ENGINEER's general liability insurance policy, and shall provide CLIENT with a copy of the Certificate of Insurance.

As long as it remains commercially available, ENGINEER shall procure and maintain the following insurance coverage:

- A. Worker's Compensation: Statutory Limits.
- B. Employer's Liability: \$500,000 per Accident and \$500,000 per Disease per Employee.
- C. Commercial General Liability, including Bodily Injury and Property Damage: \$1,000,000 occurrence and \$2,000,000 aggregate.
- D. Commercial Automobile Liability, including owned, hired and non-owned vehicles: Combined Single Limit of \$1,000,000 per accident.
- E. Excess Umbrella Liability: \$5,000,000 per occurrence and \$5,000,000 aggregate over the Employer's, Commercial General and Commercial Auto Liability.
- F. Professional Liability Insurance: \$1,000,000 per claim and \$3,000,000 annual aggregate.

7.2. CLIENT's Insurance and Contractor's Insurance

CLIENT shall list ENGINEER and ENGINEER's Consultants as additional insureds on any general liability or property insurance policies carried by CLIENT that are applicable to the Project. CLIENT shall require Contractor to purchase and maintain general liability and other insurance as specified in the Contract Documents and to list ENGINEER and ENGINEER's Consultants as additional insureds with respect to such liability, property and other insurance purchased and maintained by Contractor. All policies of property insurance shall contain provisions to the effect that ENGINEER and ENGINEER's Consultants' interests are covered and that in the event of payment of any loss or damage the insurers will have no rights of recovery against the insured or any additional insureds thereunder.

7.3. Additional Insurance

At any time, CLIENT may request that ENGINEER, at CLIENT's sole expense, provide additional insurance coverage. If so requested by CLIENT, and if commercially available, ENGINEER shall obtain and shall require ENGINEER's Consultants to obtain such additional insurance coverage, different limits or revised deductibles, for such periods of time as requested by CLIENT, at CLIENT's sole expense.

8.0 Subsurface Conditions

8.1 Interpretations and Recommendations Based Solely on Information Available.

CLIENT recognizes that subsurface conditions may vary from those encountered at the location where borings, surveys, or explorations are made by the ENGINEER or ENGINEER's geotechnical Consultant, and that the data, interpretations and recommendations of the ENGINEER or geotechnical Consultant are based solely on the information available to it. The ENGINEER or geotechnical Consultant will be responsible for those data, interpretations, and recommendations, but neither shall be responsible for the interpretation by others of the information developed.

8.2 Utilities

In the prosecution of its work, the ENGINEER, and its Consultants will take reasonable precautions to avoid damage or injury to subterranean structures or utilities. CLIENT agrees to release, indemnify, and hold the ENGINEER, and its Consultants harmless for any damage to subterranean structures or utilities and for any impact this damage may cause where the subterranean structures or utilities are not called to the ENGINEER, and its Consultants' attention or are not correctly shown on the plans furnished.

9.0 Independent Contractors

It is understood and agreed that all contractors and Consultants engaged by the ENGINEER are independent contractors of the ENGINEER and not employees or agents of the ENGINEER; and ENGINEER shall have no right, duty or obligation to direct or control the means, methods or techniques of any such contractors and consultants.

10.0 Compensation

10.1. Direct Labor Costs

Direct Labor Costs means the hourly wages paid to ENGINEER's personnel. For salaried personnel, the imputed direct hourly rate shall be the weekly salary divided by 40.

10.2. Standard Billing Rates

ENGINEER's Standard Billing Rates mean Direct Labor Costs times ENGINEER's Standard Multiplier that is based on ENGINEER's standard and customary overhead rate and profit. Standard Multiplier will be adjusted as may be appropriate to reflect changes in its various elements. All such adjustments will be in accordance with generally accepted accounting practices.

10.3. Reimbursable Expenses

Reimbursable Expenses are those non-labor expenses associated with ENGINEER's conduct of the Project. Some examples of Reimbursable Expenses are meals, transportation, printing and photocopying costs, and field equipment rental. The amount ENGINEER will bill for Reimbursable Expenses will be in accordance with ENGINEER's standard schedule of Reimbursable Expenses Billing Rates or, if the expense item is not listed on the schedule, the cost actually incurred or the imputed cost ENGINEER allocates to the expense item.

10.4. Invoices/Late Payment

Invoices will be prepared in accordance with ENGINEER's standard invoicing practices and will be submitted to CLIENT at least monthly. Invoices are due and payable upon receipt. If CLIENT fails to pay any invoice within thirty days of the invoice date, the amounts due ENGINEER will increase at the rate of 1.0% per month from the thirtieth day following the invoice date; and, in addition, ENGINEER may, after giving seven days' written notice to CLIENT, suspend services under this Agreement until ENGINEER has been paid in full all amounts due. Payments will be credited first to interest and then to principal. In the event of a disputed or contested billing, only that portion so contested may be withheld from payment.

10.5. Professional Services Taxes

If at any time ENGINEER's compensation under this Agreement becomes subject to a professional services tax, sales tax, Value Added Tax, gross receipts tax or similar levy imposed by any local, state, federal or other government or quasi-government agency or authority, CLIENT agrees to pay such tax or levy on ENGINEER's behalf or reimburse ENGINEER for its paying such tax or levy.

11.0 Controlling Law

This Agreement is to be governed by the laws of the State of Maine. Any dispute resulting in legal action and not resolved by arbitration, mediation or such other method as may be mutually agreed to by the parties, shall be adjudicated solely and exclusively within the aforementioned jurisdiction.

12.0 Financial Advisor

ENGINEER is not a financial professional firm and makes no recommendations as to the best way for CLIENT to fund the Project. ENGINEER recommends that CLIENT seek the advice of an Independent Registered Municipal Advisor or other financial professional regarding the type and structure of financing appropriate for the Project. Engineer's services do not include (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.

13.0 Dispute Resolution

The parties hereto agree that prior to filing litigation they will meet to discuss any disputes or matters in question, and will consider alternative dispute resolution techniques to resolve all claims, counterclaims, disputes and other matters in question between the parties arising out of or relating to this Agreement.

14.0 Notices

Any notice required under this Agreement will be in writing, addressed to the appropriate party at the address which appears on the signature page to this Agreement (as modified in writing from time to time by such party) and given personally, by registered or certified mail, return receipt requested, or by a nationally recognized overnight courier service. All notices shall be effective upon the date of receipt.

15.0 Precedence

These provisions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document.

16.0 Severability

Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon CLIENT and ENGINEER, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

17.0 Successors and Assigns

CLIENT and ENGINEER each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Neither CLIENT nor ENGINEER shall assign, sublet or transfer its interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body that may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than CLIENT and ENGINEER.

18.0 Survival

All express representations, indemnifications or limitations of liability made in or given in this Agreement will survive the completion of all services of ENGINEER under this Agreement or the termination of this Agreement for any reason.

19.0 Termination

The obligation to provide further services under this Agreement may be terminated:

19.1 For cause

For cause by either party upon thirty days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. Notwithstanding the foregoing, this Agreement will not terminate as a result of such substantial failure if the party receiving such notice begins, within seven days of receipt of such notice, to correct its failure to perform and proceeds diligently to cure such failure within no more than thirty days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such thirty-day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided from herein shall extend up to, but in no case more than, sixty days after the date of receipt of the notice.

19.2 By ENGINEER

By ENGINEER upon seven days' written notice if ENGINEER believes that ENGINEER is being requested by CLIENT to furnish or perform services contrary to ENGINEER's responsibilities as a licensed design professional; or upon seven days' written notice if the ENGINEER's services for design or during the construction of the Project are delayed or suspended for more than ninety days for reasons beyond ENGINEER's control.

In the case of termination under this paragraph, ENGINEER shall have no liability to CLIENT on account of such termination.

19.3 For convenience

For convenience by CLIENT effective upon the receipt of notice by ENGINEER.

19.4 ENGINEER's Compensation

In the event of any termination, CLIENT will pay ENGINEER for all services rendered to the date of termination and all reimbursable expenses.

20.0 Force Majeure

ENGINEER shall not be responsible for damages resulting from delays that are caused by Acts of God, fires, natural disasters, epidemics, quarantines, or any other causes not within reasonable control of the ENGINEER. ENGINEER will promptly notify CLIENT of the cause of the delay and the parties agree to amend the Agreement to allow for extended completion time.

21.0 Equal Employment Opportunity

ENGINEER is an Equal Employment Opportunity employer and is committed to recruiting, hiring, training and promoting for all job classifications without regard to race, religion, color, national origin, sex or age, physical or mental handicap, marital status or status as a disabled veteran, veteran of the Vietnam era, ex-offender or former patient of a state institution except where based on a bona fide occupational qualification.

AGENDA ITEM #8102

Discussion with Action: Approve the proposal from Wright Pierce for the design and bidding services for the Temple, Reggio, Williams, and Wilbur paving projects in the amount of \$17,100 from the \$1 million appropriation from the unassigned fund balance.

Chair: Shawn O'Neill

January 30, 2024
WP Project No. T17741

Ms. Diana Asanza, Town Manager
Town of Old Orchard Beach
One Portland Ave.
Old Orchard Beach, Maine 04064

SUBJECT: Proposal for Professional Engineering Services – 2024 CIP Paving Projects

Dear Diana,

The Town of Old Orchard Beach Town Council has approved up to \$1 million in funds to address paving and reconstruction of priority roads in the Town, which were identified by the Public Works Department. Wright-Pierce worked with the Town to identify and assisted in prioritizing roads that could be addressed immediately (no utility work required), roads that needed additional investigation or CCTV and may have potential utility issues, and roads which have known utility issues. Based on the prioritization list, the Town requested that Wright-Pierce assist in providing recommendations for repairs and a bid package for roads identified as having no known utility issues.

Based on these criteria, the following list of roads were identified as high priority roads which could be addressed immediately (2024), and subject to the scope of this proposal. Distances assume work is not required through the intersections at either end of the roadway:

- Temple Avenue (Between West Grand Avenue and Seaside Avenue) ~275 LF
- Reggio Avenue (Between West Grand Avenue and Seaside Avenue) ~250 LF
- Williams Street (Off Temple Avenue) ~300 LF
- Wilbur Avenue ~325 LF
- Total ~1,150 LF**

SCOPE OF SERVICES

Based on the above and our understanding of the project, we recommend the following scope of services:

Task 1 – Data Collection & Recommendations

1. Road Prioritization (Complete) – Wright-Pierce assisted the Town with review and prioritization of high priority roads identified for reconstruction by the Public Works Department. During this process, Wright-Pierce) and two site visits to review each of the roadways on the priority list, reviewed CCTV for each of the roads, identified roads that needed additional CCTV (roads where CCTV was completed

prior to 2018 or no CCTV available), and developed a priority matrix for the Town's use. The effort for this task included 30 hours of a Junior Engineer's time and 4 hours of a Project Manager's time.

2. Test Pit Oversight (Complete) – Wright-Pierce observed one test pit on each of the high priority roads identified above. The test pits will help inform road reconstruction recommendations described in Task 1.3 below. Wright-Pierce noted depths of existing pavement, depths of gravel, material, and depth to subgrade. Wright-Pierce also documented lengths and widths of roadways, approximate location of test pit, and took photos of each of the test pits for review in Task 1.3 below. The effort for this task included 15 hours of a Junior Engineer's time and 4 hours of a Project Manager's time.
3. Road Reconstruction Recommendations – Wright-Pierce will provide recommendations for reconstruction of each road identified above using data collected in Task 1.1 and Task 1.2. We assume the recommendations will not require vertical adjustments in the road profile which limits the recommendations to full-depth reconstruction or mill and overlay. Vertical adjustments in roadways would be required for overlay or reclaim reconstruction options. Design of vertical adjustments for any of the roadways would require survey and development of project plans and cross sections. Design of vertical adjustments can be provided at an additional negotiated scope and fee.

Task 2 – Base Mapping & Bid Package

1. Base Mapping – Base maps for these roadway segments will use publicly available aerial imagery to define project limits of work. Sewer and water mains within the project area are assumed to remain in place and will be shown on the plan based on available Town GIS database. Manhole and drainage cover modifications are assumed to be limited to raising/adjusting frames and grates to finish grade. New drainage infrastructure or new curbing where there wasn't curbing before is assumed to not be required.
2. Specifications – Wright-Pierce will prepare specifications that will include applicable "front-end" documents (advertisement, information for bidder, bid form, agreement, bonds, general conditions, supplemental conditions, and technical specifications) that will guide the construction processes and will also include applicable technical specifications. These specifications will be suitable for construction purposes and are based upon the Engineers Joint Contract Documents Committee (EJCDC) and the latest technical specifications developed by Wright-Pierce.
3. Opinion of Probable Construction Costs – An opinion of probable construction costs will be developed for all roads in the 2024 reconstruction program. The estimates will be tied to the latest ENR Cost Index for use in future adjustments as needed.

4. We understand that the Town will be handling bidding, construction administration, and construction oversight for this project. Similar to past projects Wright-Pierce has designed for the Town, it is assumed that bidding, construction administration, and construction oversight will be provided by Wright-Pierce, should the Town elect to request these services. However, at the time of this proposal, it is difficult to determine the scope of work associated with these construction phase services since the nature of the construction is undetermined. Should the Town request these services, Wright-Pierce will work with the Town to provide a scope for construction phase services once the nature of the construction work is better defined.

PROPOSED FEE AND SCHEDULE

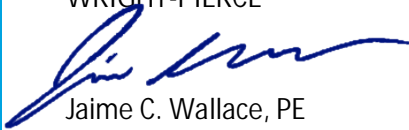
For the scope of services described above we recommend the following budget.

Task	Budget
Task 1 – Road Prioritization (Complete), Test Pit Oversight (Complete), and Road Reconstruction Recommendations	\$10,000
Task 2 – Base Mapping & Bid Package	\$7,100
Total Budget	\$17,100

The above budget includes our labor and reimbursable expenses. Fees charged by Wright-Pierce will be invoiced on a monthly basis and will be based on our standard hourly billing rates, plus non-labor expenses which will be billed at straight cost. Any additional services performed at the Client's request and authorization will be billed on a time and materials basis based on our standard labor rates, plus any applicable reimbursable expenses. Services will be performed in accordance with our standard general conditions for engineering agreements (Exhibit A – copy attached).

Wright-Pierce is available to begin preparation of a bid package immediately upon approval by the Town. We anticipate the project manual and base plans will be available to the Town within 6 -8 weeks of authorization to proceed. We appreciate the opportunity to continue to serve the Town and hope this proposal meets your needs. If this proposal is acceptable, please have an authorized agent sign below and return a copy for our files. Should you have any questions or wish to discuss this proposal further, please do not hesitate to contact me at 207-798-3744.

Sincerely,
WRIGHT-PIERCE



Jaime C. Wallace, PE
Project Manager
jaime.wallace@wright-pierce.com

Seen and agreed to by:

Town of Old Orchard Beach

By: _____

Name: _____

Title: _____

Date: _____

Wright-Pierce

By:  _____

Ryan T. Wingard, PE

Vice President

January 30, 2024

EXHIBIT A
SCHEDULE OF TERMS AND CONDITIONS
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EXHIBIT A - SCHEDULE OF TERMS AND CONDITIONS

1.0 Standard of Care

The standard of care for all professional engineering and related services performed or furnished by ENGINEER under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under similar conditions at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's services.

2.0 Client's Responsibilities

Except as otherwise provided in this Agreement, CLIENT shall do the following in a timely manner as requested by ENGINEER and shall bear all costs incident thereto:

2.1. Designate in writing a person to act as CLIENT's representative with respect to the services to be performed or furnished by ENGINEER under this Agreement. Such person will have complete authority to transmit instructions, receive information, interpret and define CLIENT's policies and decision with respect to ENGINEER's services for the Project.

2.2. Provide all criteria and full information as to CLIENT's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations, and furnish copies of all design and construction standards which CLIENT will require to be included in the Drawings and Specifications.

2.3. Assist ENGINEER by placing at ENGINEER's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project as requested by ENGINEER.

2.4. Arrange for access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform services under this Agreement.

2.5. Provide approvals and permits from all governmental authorities having jurisdiction to approve the portions of the Project designed or specified by ENGINEER and such approvals and consents from others as may be necessary for completion of such portions of the Project.

2.6. Give prompt written notice to ENGINEER whenever CLIENT observes or otherwise becomes aware of any development that affects the scope or time of performance or furnishing of ENGINEER's services, or any defect or nonconformance in ENGINEER's services or in the work of any Contractor.

3.0 Reuse of Documents, Records

3.1. Documents are Instruments of ENGINEER's Service

All documents including Drawings and Specifications provided or furnished by ENGINEER (or ENGINEER's Consultants) pursuant to this Agreement are instruments of service in respect of the Project, and ENGINEER and ENGINEER's Consultants, as appropriate, shall retain an ownership and property interest therein (including the right of reuse by and at the discretion of ENGINEER and ENGINEER's Consultants, as appropriate) whether or not the Project is completed.

ENGINEER grants CLIENT limited license to use the Documents on the Project, subject to receipt by ENGINEER of full payment due or owing for all services related to the preparation of the Documents. CLIENT may make and retain copies of documents for information and reference in connection with the use and occupancy of the Project by CLIENT. Such documents are not intended or

represented to be suitable for reuse by CLIENT or others on extensions of the Project or on any other project.

Any such reuse, or modification, without written verification or adaptation by ENGINEER and ENGINEER's Consultants, as appropriate, for the specific purpose intended will be at CLIENT's sole risk and without liability or legal exposure to ENGINEER, or to ENGINEER's Consultants, and CLIENT shall indemnify and hold harmless ENGINEER and ENGINEER's Consultants from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle ENGINEER to further compensation at rates to be agreed upon by CLIENT and ENGINEER.

3.2. Records Retention/Access to Records.

ENGINEER will retain pertinent records relating to the services performed under this Agreement for a period of three (3) years following completion of the services, during which period the records will be made available to CLIENT at ENGINEER's office during normal business hours with reasonable advance notice. Copies will be prepared by ENGINEER for CLIENT for reasonable cost of reproduction and associated labor.

3.3. Electronic Transmittals

CLIENT and ENGINEER may transmit, and shall accept, project-related correspondence, documents, data, drawings, specifications in electronic media or digital format either directly or through access to a secure file transfer protocol. The method of electronic transmittal will be by a mutually agreeable protocol.

CLIENT and ENGINEER make no representations as to the long-term compatibility, usability, or readability of the item resulting from the recipient's use of software applications, operating systems or computer hardware differing from those used by the transmitter.

CLIENT acknowledges that electronic data is changeable. CLIENT acknowledges that any revisions made to electronic data and any consequences of its direct or indirect use by the CLIENT or its agents are beyond the control of the ENGINEER. The ENGINEER cannot be held responsible for software errors, for deterioration of data due to aging, damage to the computer disk, or for failure of the data to respond as intended if used with software and/or operating systems other than those on which it was developed. The original document maintained by the ENGINEER shall be the controlling document.

4.0 Third Party Information

CLIENT acknowledges and agrees that ENGINEER may solicit and reasonably rely on third party information essential and relative to the performance of ENGINEER's duties created and addressed by this Agreement whenever such information is under the control of a third party; and, ENGINEER will not be responsible or liable for the direct or indirect consequences of its reliance on such third party information. Examples of the type of third party information addressed above include, but are not limited to, any information within the control of any of the following: a public, quasi-public or private utility; a governmental body, agency or government (federal, state or local); water and/or sewer facility, district or entity; or, an agent or employee of CLIENT.

5.0 Estimates of Cost

Since ENGINEER has no control over the cost of labor, materials or equipment or over Contractor(s)' methods of determining prices, or over competitive bidding or market conditions, its estimate of probable project costs provided for herein are to be made on the basis of its experience and qualifications and represent its professional judgment as a design professional familiar with the construction industry, but ENGINEER cannot and does not

guarantee that proposals, bids or the project costs will not vary from its estimate of probable costs. If, prior to the Bidding or Negotiating Phase, CLIENT wishes greater assurance as to the project costs, CLIENT shall employ an independent cost estimator. Engineering services to modify the Contract Documents to bring the project costs within any limitation established by CLIENT will be considered Additional Services and paid for as such by CLIENT.

The construction cost of the entire Project (herein referred to as "Construction Cost") means the total cost to construct the project including furnishing and installing all equipment and materials, but it will not include ENGINEER's compensation and expenses, the cost of land, right-of-way, or compensation for or damages to properties unless this Agreement so specifies, nor will it include CLIENT's legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project.

6.0 Allocation of Risks

6.1. ENGINEER shall Indemnify CLIENT from Claims caused by ENGINEER's Negligence

To the fullest extent permitted by law, ENGINEER shall indemnify and hold harmless CLIENT, CLIENT's officers, directors, partners, and employees from and against any and all costs, losses and damages (including but not limited to reasonable attorneys' fees and all court or other dispute resolution costs) arising from claims by third parties, to the extent caused by the negligent acts, errors or omissions of ENGINEER or ENGINEER's officers, directors, partners, employees, agents and ENGINEER's Consultants in the performance and furnishing of ENGINEER's services under this Agreement.

6.2. CLIENT shall Indemnify ENGINEER from Claims caused by CLIENT's Negligence

To the fullest extent permitted by law, CLIENT shall indemnify and hold harmless ENGINEER, ENGINEER's officers, directors, partners, and employees and ENGINEER's Consultants from and against any and all costs, losses and damages (including but not limited to reasonable attorney' fees and court or other dispute resolution costs) arising from claims by third parties, to the extent caused by the negligent acts, errors or omissions of CLIENT or CLIENT's officers, directors, partners, employees, agents and CLIENT's consultants with respect to this Agreement or the Project.

6.3. Environmental Indemnification

In addition to the indemnity provided under Paragraph 6.2 of this Schedule, and to the fullest extent permitted by law, CLIENT shall indemnify and hold harmless ENGINEER and its officers, directors, partners, and employees and ENGINEER's Consultants from and against all claims, costs, losses, and damages (including but not limited to reasonable attorneys' fees and court or other dispute resolution costs) caused by, arising out of or relating to the presence, discharge, release or escape of Asbestos, PCBs, Petroleum, Hazardous Waste, Radioactive Material, or other Constituents of Concern at, on, under or from the Project site, unless such claim is the direct result of ENGINEER's negligence or willful misconduct.

6.4. ENGINEER's Liability Limited to Amount of Insurance Proceeds Paid

Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, the total liability, in the aggregate, of ENGINEER and ENGINEER's officers, directors, partners, employees, agents and ENGINEER's Consultants, and any of them, to CLIENT and anyone claiming by, through or under CLIENT, for any and all claims, losses, costs or damages whatsoever arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes, including but not limited to

the negligence, professional errors or omissions, strict liability or breach of contract or warranty express or implied of ENGINEER or ENGINEER's officers, directors, partners, employees, agents or ENGINEER's Consultants or any of them (hereafter "CLIENT's Claims"), shall not exceed the total insurance proceeds paid up to the limits required in Section 7.1 on behalf of or to ENGINEER by ENGINEER's insurers in settlement or satisfaction of CLIENT's Claims under the terms and conditions of ENGINEER's insurance policies applicable thereto (excluding fees, costs and expenses of investigation, claims adjustment, defense and appeal). If no such insurance coverage is recovered with respect to CLIENT's Claims, then the total liability, in the aggregate, of ENGINEER and ENGINEER's officers, directors, partners, and employees and ENGINEER's Consultants and any of them to CLIENT and anyone claiming by, through or under CLIENT, for any and all such uninsured CLIENT's Claims shall not exceed the ENGINEER's fee or \$100,000, whichever is less.

6.5. Exclusion of Special, Incidental, Indirect and Consequential Damages

To the fullest extent permitted by law, and notwithstanding any other provision in the Agreement, ENGINEER and ENGINEER's officers, directors, partners, employees, agents and ENGINEER's Consultants shall not be liable to CLIENT or anyone claiming by, through or under CLIENT for any special, incidental, indirect or consequential damages whatsoever, arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes, including but not limited to any such damages caused by the negligence, professional errors or omissions, strict liability, breach of contract or warranty express or implied of ENGINEER or ENGINEER's officers, directors, partners, employees, agents or ENGINEER's Consultants, or any of them.

6.6. Limitation of ENGINEER's Liability on Comparative Negligence Basis

To the fullest extent permitted by law, ENGINEER's total liability to CLIENT and anyone claiming by, through or under CLIENT for any claim, cost, loss or damages caused in part by the negligence of ENGINEER and in part by the negligence of CLIENT or any other negligent entity or individual, shall not exceed the percentage share that ENGINEER's negligence bears to the total negligence of CLIENT, ENGINEER and all other negligent entities and individuals determined on the basis of comparative negligence principles. CLIENT further agrees to hold harmless ENGINEER against any such claim, cost, loss or damages but only to the extent of the percentage share that CLIENT's negligence bears to the total negligence of CLIENT, ENGINEER and all other negligent entities and individuals determined on the basis of comparative negligence principles.

6.7. Florida Individual Liability Statute

For projects performed in the State of Florida, pursuant to Florida Statute 558.0035, employees of the ENGINEER may not be held individually liable for damages resulting from negligence under this agreement.

7.0 Insurance

7.1. ENGINEER's Insurance

ENGINEER shall procure and maintain insurance for protection from claims under workers' compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, from claims or damages because of injury to or destruction of property, and from professional liability claims due to ENGINEER's negligent acts, errors or omissions. Upon request, ENGINEER shall list CLIENT as an additional insured on

ENGINEER's general liability insurance policy, and shall provide CLIENT with a copy of the Certificate of Insurance.

As long as it remains commercially available, ENGINEER shall procure and maintain the following insurance coverage:

- A. Worker's Compensation: Statutory Limits.
- B. Employer's Liability: \$500,000 per Accident and \$500,000 per Disease per Employee.
- C. Commercial General Liability, including Bodily Injury and Property Damage: \$1,000,000 occurrence and \$2,000,000 aggregate.
- D. Commercial Automobile Liability, including owned, hired and non-owned vehicles: Combined Single Limit of \$1,000,000 per accident.
- E. Excess Umbrella Liability: \$5,000,000 per occurrence and \$5,000,000 aggregate over the Employer's, Commercial General and Commercial Auto Liability.
- F. Professional Liability Insurance: \$1,000,000 per claim and \$3,000,000 annual aggregate.

7.2. CLIENT's Insurance and Contractor's Insurance

CLIENT shall list ENGINEER and ENGINEER's Consultants as additional insureds on any general liability or property insurance policies carried by CLIENT that are applicable to the Project. CLIENT shall require Contractor to purchase and maintain general liability and other insurance as specified in the Contract Documents and to list ENGINEER and ENGINEER's Consultants as additional insureds with respect to such liability, property and other insurance purchased and maintained by Contractor. All policies of property insurance shall contain provisions to the effect that ENGINEER and ENGINEER's Consultants' interests are covered and that in the event of payment of any loss or damage the insurers will have no rights of recovery against the insured or any additional insureds thereunder.

7.3. Additional Insurance

At any time, CLIENT may request that ENGINEER, at CLIENT's sole expense, provide additional insurance coverage. If so requested by CLIENT, and if commercially available, ENGINEER shall obtain and shall require ENGINEER's Consultants to obtain such additional insurance coverage, different limits or revised deductibles, for such periods of time as requested by CLIENT, at CLIENT's sole expense.

8.0 Subsurface Conditions

8.1 Interpretations and Recommendations Based Solely on Information Available.

CLIENT recognizes that subsurface conditions may vary from those encountered at the location where borings, surveys, or explorations are made by the ENGINEER or ENGINEER's geotechnical Consultant, and that the data, interpretations and recommendations of the ENGINEER or geotechnical Consultant are based solely on the information available to it. The ENGINEER or geotechnical Consultant will be responsible for those data, interpretations, and recommendations, but neither shall be responsible for the interpretation by others of the information developed.

8.2 Utilities

In the prosecution of its work, the ENGINEER, and its Consultants will take reasonable precautions to avoid damage or injury to subterranean structures or utilities. CLIENT agrees to release, indemnify, and hold the ENGINEER, and its Consultants harmless for any damage to subterranean structures or utilities and for any impact this damage may cause where the subterranean structures or utilities are not called to the ENGINEER, and its Consultants' attention or are not correctly shown on the plans furnished.

9.0 Independent Contractors

It is understood and agreed that all contractors and Consultants engaged by the ENGINEER are independent contractors of the ENGINEER and not employees or agents of the ENGINEER; and ENGINEER shall have no right, duty or obligation to direct or control the means, methods or techniques of any such contractors and consultants.

10.0 Compensation

10.1. Direct Labor Costs

Direct Labor Costs means the hourly wages paid to ENGINEER's personnel. For salaried personnel, the imputed direct hourly rate shall be the weekly salary divided by 40.

10.2. Standard Billing Rates

ENGINEER's Standard Billing Rates mean Direct Labor Costs times ENGINEER's Standard Multiplier that is based on ENGINEER's standard and customary overhead rate and profit. Standard Multiplier will be adjusted as may be appropriate to reflect changes in its various elements. All such adjustments will be in accordance with generally accepted accounting practices.

10.3. Reimbursable Expenses

Reimbursable Expenses are those non-labor expenses associated with ENGINEER's conduct of the Project. Some examples of Reimbursable Expenses are meals, transportation, printing and photocopying costs, and field equipment rental. The amount ENGINEER will bill for Reimbursable Expenses will be in accordance with ENGINEER's standard schedule of Reimbursable Expenses Billing Rates or, if the expense item is not listed on the schedule, the cost actually incurred or the imputed cost ENGINEER allocates to the expense item.

10.4. Invoices/Late Payment

Invoices will be prepared in accordance with ENGINEER's standard invoicing practices and will be submitted to CLIENT at least monthly. Invoices are due and payable upon receipt. If CLIENT fails to pay any invoice within thirty days of the invoice date, the amounts due ENGINEER will increase at the rate of 1.0% per month from the thirtieth day following the invoice date; and, in addition, ENGINEER may, after giving seven days' written notice to CLIENT, suspend services under this Agreement until ENGINEER has been paid in full all amounts due. Payments will be credited first to interest and then to principal. In the event of a disputed or contested billing, only that portion so contested may be withheld from payment.

10.5. Professional Services Taxes

If at any time ENGINEER's compensation under this Agreement becomes subject to a professional services tax, sales tax, Value Added Tax, gross receipts tax or similar levy imposed by any local, state, federal or other government or quasi-government agency or authority, CLIENT agrees to pay such tax or levy on ENGINEER's behalf or reimburse ENGINEER for its paying such tax or levy.

11.0 Controlling Law

This Agreement is to be governed by the laws of the State of Maine. Any dispute resulting in legal action and not resolved by arbitration, mediation or such other method as may be mutually agreed to by the parties, shall be adjudicated solely and exclusively within the aforementioned jurisdiction.

12.0 Financial Advisor

ENGINEER is not a financial professional firm and makes no recommendations as to the best way for CLIENT to fund the Project. ENGINEER recommends that CLIENT seek the advice of an Independent Registered Municipal Advisor or other financial professional regarding the type and structure of financing appropriate for the Project. Engineer's services do not include (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.

13.0 Dispute Resolution

The parties hereto agree that prior to filing litigation they will meet to discuss any disputes or matters in question, and will consider alternative dispute resolution techniques to resolve all claims, counterclaims, disputes and other matters in question between the parties arising out of or relating to this Agreement.

14.0 Notices

Any notice required under this Agreement will be in writing, addressed to the appropriate party at the address which appears on the signature page to this Agreement (as modified in writing from time to time by such party) and given personally, by registered or certified mail, return receipt requested, or by a nationally recognized overnight courier service. All notices shall be effective upon the date of receipt.

15.0 Precedence

These provisions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document.

16.0 Severability

Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon CLIENT and ENGINEER, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

17.0 Successors and Assigns

CLIENT and ENGINEER each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Neither CLIENT nor ENGINEER shall assign, sublet or transfer its interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body that may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than CLIENT and ENGINEER.

18.0 Survival

All express representations, indemnifications or limitations of liability made in or given in this Agreement will survive the completion of all services of ENGINEER under this Agreement or the termination of this Agreement for any reason.

19.0 Termination

The obligation to provide further services under this Agreement may be terminated:

19.1 For cause

For cause by either party upon thirty days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. Notwithstanding the foregoing, this Agreement will not terminate as a result of such substantial failure if the party receiving such notice begins, within seven days of receipt of such notice, to correct its failure to perform and proceeds diligently to cure such failure within no more than thirty days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such thirty-day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided from herein shall extend up to, but in no case more than, sixty days after the date of receipt of the notice.

19.2 By ENGINEER

By ENGINEER upon seven days' written notice if ENGINEER believes that ENGINEER is being requested by CLIENT to furnish or perform services contrary to ENGINEER's responsibilities as a licensed design professional; or upon seven days' written notice if the ENGINEER's services for design or during the construction of the Project are delayed or suspended for more than ninety days for reasons beyond ENGINEER's control.

In the case of termination under this paragraph, ENGINEER shall have no liability to CLIENT on account of such termination.

19.3 For convenience

For convenience by CLIENT effective upon the receipt of notice by ENGINEER.

19.4 ENGINEER's Compensation

In the event of any termination, CLIENT will pay ENGINEER for all services rendered to the date of termination and all reimbursable expenses.

20.0 Force Majeure

ENGINEER shall not be responsible for damages resulting from delays that are caused by Acts of God, fires, natural disasters, epidemics, quarantines, or any other causes not within reasonable control of the ENGINEER. ENGINEER will promptly notify CLIENT of the cause of the delay and the parties agree to amend the Agreement to allow for extended completion time.

21.0 Equal Employment Opportunity

ENGINEER is an Equal Employment Opportunity employer and is committed to recruiting, hiring, training and promoting for all job classifications without regard to race, religion, color, national origin, sex or age, physical or mental handicap, marital status or status as a disabled veteran, veteran of the Vietnam era, ex-offender or former patient of a state institution except where based on a bona fide occupational qualification.

AGENDA ITEM #8103

Discussion with Action: Approve the proposal from Wright Pierce for the engineering, bidding, construction administration and oversight services for the Harmon, Murphy, and Michaud paving projects in the amount of \$196,300.00 from the \$1 million appropriation from the unassigned fund balance.

Chair: Shawn O'Neill

February 12, 2024

Ms. Diana Asanza, Town Manager
Town of Old Orchard Beach
One Portland Ave.
Old Orchard Beach, Maine 04064

SUBJECT: Harmon Avenue, Murphy Avenue, and Michaud Avenue Drainage Improvements
Proposal for Professional Engineering Services

Dear Diana,

Wright-Pierce attended a Town Council workshop on January 4, 2024, to discuss priority roads in Town that need to be addressed. During the workshop, it was discussed that Harmon Avenue, Murphy Avenue, and Michaud Avenue were a high priority due to their poor condition. We discussed with the Council that, based on our recent site visits and Town GIS data, there is no drainage infrastructure within any of these roadways except for two catch basins at the intersection of Harmon Avenue and Saco Avenue. Based on Town GIS data, these basins are shallow and in need of replacement. It is likely the lack of drainage infrastructure is contributing to the poor condition of the roads.

It was also mentioned the sewer along Michaud Avenue was in poor condition and needed to be replaced as well. At the end of the workshop, it was apparent these roads should be improved with the addition of drainage infrastructure and full depth reconstruction.

The sewer line on Michaud Avenue was also discussed, which the Town has recently received resident complaints about. The sewer line was CCTV'ed in 2018 and was identified as having sags, depressions, and holes within the sewer line. Since this sewer line falls within the proposed project area, it was agreed the sewer should be included in the design of road reconstruction.

This proposal includes design for road reconstruction and storm drain infrastructure for the following roads:

- Harmon Avenue – ~850 LF
 - Murphy Avenue – ~475 LF
 - Michaud Avenue (includes sewer) - ~475 LF
- Total Length of Road Reconstruction ~1,800 LF

SCOPE OF SERVICES

Based on our understanding of the project area and the Town's needs, we propose the following scope of services:

Task 1 – Data Collection

1. Attend a kick-off meeting with Town staff to discuss project details, general coordination of the project and schedule, and design deliverables. For the purposes of this proposal, we have assumed this will be an in-person meeting with two Wright-Pierce employees. Wright-Pierce will develop and distribute meeting minutes following the meeting.
2. Sub-contract with Doucet Survey to gather existing condition information and available utility information for the project area. The survey will include information required for utility and roadway upgrades including centerline and edge of travel way, sidewalks, and structures/infrastructure that can be visually observed, and topographic information extending from face of buildings to face of buildings to accommodate roadway upgrades. The right-of-way will be established based on the Town of Old Orchard Beach GIS/available Tax Map information. A boundary survey is not anticipated at this time. Should boundary survey be required we would coordinate further with Doucet and the Town for scope and fee.
3. Sub-contract with S.W. Cole to conduct subsurface exploration and geotechnical services for Harmon Avenue, Murphy Avenue, and Michaud Avenue. S.W. Cole will perform the following:
 - Ledge probes along each roadway at approximately 50-foot spacing to depths of 10-feet or refusal, if shallower.
 - Three test borings along each roadway to a depth of 15-feet or refusal, if shallower.
 - Sample soils at 2-foot intervals using a split-spoon sampler and logged on a boring log.
 - Perform gradation and moisture content test for each boring location.
 - Perform in-situ borehole permeability test at each boring location.
4. Conduct utility coordination to assess known utility locations within the project area that may impact construction, sewer alignment, storm drain alignment, and potential upgrades by utility companies in the future.

Task 2 – Preliminary and Final Design

1. Once field survey is complete, prepare preliminary (50%) design plans. Preliminary engineering plans are anticipated to include the following sheets:
 - (4) Plan and Profile Sheets
 - (3) Detail Sheets
 - (12) Cross Section Sheets
2. Prepare an engineer's opinion of probable construction costs (OPCC) to assist with the Town's budgeting process. While not final, we expect the estimate to be appropriate for budgeting purposes and will advise the Town on appropriate levels of conservatism in the OPCC. The estimate will be tied to the latest ENR Cost Index for use in future adjustments as needed.

3. Conduct a meeting with Town staff to review the preliminary design drawings and details. For this proposal, we have assumed one in-person meeting with Town staff.
4. Upon receipt of comments from Town staff, refine and prepare final design document package acceptable for bidding, along with the updated Engineer's OPCC.

Task 3 – Bidding Phase Services

1. Support the Town during advertisement and procurements of bids for construction. Bidding services will include:
 - a. Advertising for bids.
 - b. Distribution of drawings and specifications.
 - c. Maintaining a list of prospective bidders.
 - d. Responding to bidder questions.
 - e. Preparation and attendance at (1) pre-bid conference.
 - f. Preparing and issuing addenda.
 - g. Attending (1) bid opening.
 - h. Tabulating and evaluating bids.
 - i. Preparing a letter of recommendation regarding award of the contract.

Task 4 – Construction Administration

1. Wright-Pierce will provide construction administration and coordination services through the duration of the project, which is assumed to be a total of 10 weeks. This work includes:
 - a. Prepare one set of construction Contract Documents for signing.
 - b. Prepare for and attend one pre-construction conference. This includes preparation of the agenda and distribution of meeting minutes.
 - c. Attendance at monthly project meetings onsite and prepare reports of findings. This proposal assumes a total of two (2) monthly meetings.
 - d. Review shop drawings and other Contractor submittals for compliance with construction Contract Documents.
 - e. Review Contractor's payment request and estimate amounts to be paid by the Town. This proposal assumes review of four (4) payment requests during construction and an additional review of one (1) payment request for retainage for a total of five (5) payment requests.
 - f. Negotiate changes in the scope of work, price and/or completion time and prepare change orders which become necessary due to factors discovered during the progress of the work resulting from interpretations and clarifications of the Contract Documents. This proposal assumes two (2) change orders or work change directives.
 - g. Issue instructions and other communications from and on behalf of the Town to the Contractor.
 - h. Monitor work progress for conformance with established schedules and budget.

- i. Conduct a Substantial Completion walkthrough and generate a punch list of uncompleted or unacceptable work for each phase of construction.
- j. Conduct a Final Completion walkthrough to review punch list items identified during substantial completion task above.
- k. Prepare Certificate of Substantial and Final Completion and all relevant closeout documentation.

Task 5 – Construction Oversight

- 1. Wright-Pierce will provide full-time construction representation during the construction phase of the project. It is assumed the RPR will be needed for 50 hours per week for an assumed construction duration of 10 weeks. The work will be covered by a Resident Project Representative (RPR) who will act as a representative to the Engineer and Town. The RPR shall generally observe construction operations and act as directed by the Engineer particularly related to the following:
 - a. Conferences and meetings (attend meetings with the contractor, such as preconstruction conferences, progress meetings, and other project related meetings).
 - b. On-site interpretation of contract documents.
 - c. Review of work status and coordination with Contractor and the Town.
 - d. Daily reports and quantities.
 - e. Assistance with processing contractor payment requests.

The scope of services presented above, and the fee presented below assumes Wright-Pierce will be performing the construction administration and construction oversight for the project. We reserve the right to renegotiate design phase services should the construction phase services be provided by a third party.

PROPOSED FEE AND SCHEDULE

For the scope of services described above, we recommend the following budget.

Task	Budget
Task 1 – Data Collection	\$46,500
Task 2 – Preliminary and Final Design	\$57,700
Task 3 – Bidding Phase Services	\$4,000
Task 4 – Construction Administration	\$15,600
Task 5 – Construction Oversight	\$72,500
Total Budget for Design, Engineering, & Oversight	\$196,300

The above budget includes our labor and reimbursable expenses. Fees charged by Wright-Pierce will be invoiced on a monthly basis and will be based on our standard hourly billing rates, plus non-labor expenses which will be billed at straight cost. Any additional services performed at the Client's request and authorization will be billed on a time and materials basis based on our standard labor rates, plus any applicable reimbursable

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

Wright-Pierce is available to begin coordination immediately upon approval by the Town. The first step will include surveyor coordination and subsurface explorations. Based on recent discussions, survey field work is being scheduled 8 weeks from notice to proceed, with existing conditions survey deliverable expected to be provided within 10 weeks of notice to proceed. Subsurface explorations are being scheduled for 4 weeks from notice to proceed. A schedule for design work will be discussed during our kick-off meeting with the Town where deliverable dates will be set for the project.

If this proposal is acceptable, please 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 207-798-3744.

Sincerely,
WRIGHT-PIERCE



Jaime C. Wallace, PE
Project Manager
jaime.wallace@wright-pierce.com

Seen and agreed to by:

Town of Old Orchard Beach

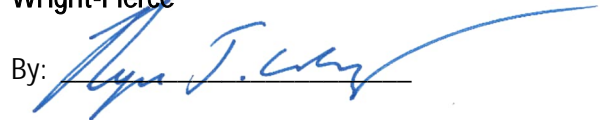
By: _____

Name: _____

Title: _____

Date: _____

Wright-Pierce



Ryan T. Wingard, PE

Vice President

February 10, 2024



Project Location

Harmon, Murphy & Michaud Drainage Improvements

Old Orchard Beach, ME

PROJ NO:	T17806	DATE:	1/10/2024
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WRIGHT-PIERCE 
Engineering a Better Environment

FIGURE:
1

EXHIBIT A
SCHEDULE OF TERMS AND CONDITIONS
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 - 6.4. ENGINEER's Liability Limited to Amount of Insurance Proceeds
 - 6.5. Exclusion of Special, Incidental, Indirect and Consequential Damages
 - 6.6. Limitation of ENGINEER's Liability on Comparative Negligence Basis
 - 6.7. Florida Individual Liability Statute
- 7.0 Insurance**
 - 7.1. ENGINEER's Insurance
 - 7.2. CLIENT's Insurance and Contractor's Insurance
 - 7.3. Additional Insurance
- 8.0 Subsurface Conditions**
 - 8.1 Interpretations and Recommendations Based Solely on Information Available
 - 8.2 Utilities
- 9.0 Independent Contractors**
- 10.0 Compensation**
 - 10.1 Direct Labor Costs
 - 10.2 Standard Billing Rates
 - 10.3 Reimbursable Expenses
 - 10.4 Invoices/Late Payment
 - 10.5 Professional Services Taxes
- 11.0 Controlling Law**
- 12.0 Financial Advisor**
- 13.0 Dispute Resolution**
- 14.0 Notices**
- 15.0 Precedence**
- 16.0 Severability**
- 17.0 Successors and Assigns**
- 18.0 Survival**
- 19.0 Termination**
 - 19.1. For cause
 - 19.2. By ENGINEER
 - 19.3. For convenience
 - 19.4. ENGINEER's Compensation
- 20.0 Force Majeure**
- 21.0 Equal Employment Opportunity**

EXHIBIT A - SCHEDULE OF TERMS AND CONDITIONS

1.0 Standard of Care

The standard of care for all professional engineering and related services performed or furnished by ENGINEER under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under similar conditions at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's services.

2.0 Client's Responsibilities

Except as otherwise provided in this Agreement, CLIENT shall do the following in a timely manner as requested by ENGINEER and shall bear all costs incident thereto:

2.1. Designate in writing a person to act as CLIENT's representative with respect to the services to be performed or furnished by ENGINEER under this Agreement. Such person will have complete authority to transmit instructions, receive information, interpret and define CLIENT's policies and decision with respect to ENGINEER's services for the Project.

2.2. Provide all criteria and full information as to CLIENT's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations, and furnish copies of all design and construction standards which CLIENT will require to be included in the Drawings and Specifications.

2.3. Assist ENGINEER by placing at ENGINEER's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project as requested by ENGINEER.

2.4. Arrange for access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform services under this Agreement.

2.5. Provide approvals and permits from all governmental authorities having jurisdiction to approve the portions of the Project designed or specified by ENGINEER and such approvals and consents from others as may be necessary for completion of such portions of the Project.

2.6. Give prompt written notice to ENGINEER whenever CLIENT observes or otherwise becomes aware of any development that affects the scope or time of performance or furnishing of ENGINEER's services, or any defect or nonconformance in ENGINEER's services or in the work of any Contractor.

3.0 Reuse of Documents, Records

3.1. Documents are Instruments of ENGINEER's Service

All documents including Drawings and Specifications provided or furnished by ENGINEER (or ENGINEER's Consultants) pursuant to this Agreement are instruments of service in respect of the Project, and ENGINEER and ENGINEER's Consultants, as appropriate, shall retain an ownership and property interest therein (including the right of reuse by and at the discretion of ENGINEER and ENGINEER's Consultants, as appropriate) whether or not the Project is completed.

ENGINEER grants CLIENT limited license to use the Documents on the Project, subject to receipt by ENGINEER of full payment due or owing for all services related to the preparation of the Documents. CLIENT may make and retain copies of documents for information and reference in connection with the use and occupancy of the Project by CLIENT. Such documents are not intended or

represented to be suitable for reuse by CLIENT or others on extensions of the Project or on any other project.

Any such reuse, or modification, without written verification or adaptation by ENGINEER and ENGINEER's Consultants, as appropriate, for the specific purpose intended will be at CLIENT's sole risk and without liability or legal exposure to ENGINEER, or to ENGINEER's Consultants, and CLIENT shall indemnify and hold harmless ENGINEER and ENGINEER's Consultants from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle ENGINEER to further compensation at rates to be agreed upon by CLIENT and ENGINEER.

3.2. Records Retention/Access to Records.

ENGINEER will retain pertinent records relating to the services performed under this Agreement for a period of three (3) years following completion of the services, during which period the records will be made available to CLIENT at ENGINEER's office during normal business hours with reasonable advance notice. Copies will be prepared by ENGINEER for CLIENT for reasonable cost of reproduction and associated labor.

3.3. Electronic Transmittals

CLIENT and ENGINEER may transmit, and shall accept, project-related correspondence, documents, data, drawings, specifications in electronic media or digital format either directly or through access to a secure file transfer protocol. The method of electronic transmittal will be by a mutually agreeable protocol.

CLIENT and ENGINEER make no representations as to the long-term compatibility, usability, or readability of the item resulting from the recipient's use of software applications, operating systems or computer hardware differing from those used by the transmitter.

CLIENT acknowledges that electronic data is changeable. CLIENT acknowledges that any revisions made to electronic data and any consequences of its direct or indirect use by the CLIENT or its agents are beyond the control of the ENGINEER. The ENGINEER cannot be held responsible for software errors, for deterioration of data due to aging, damage to the computer disk, or for failure of the data to respond as intended if used with software and/or operating systems other than those on which it was developed. The original document maintained by the ENGINEER shall be the controlling document.

4.0 Third Party Information

CLIENT acknowledges and agrees that ENGINEER may solicit and reasonably rely on third party information essential and relative to the performance of ENGINEER's duties created and addressed by this Agreement whenever such information is under the control of a third party; and, ENGINEER will not be responsible or liable for the direct or indirect consequences of its reliance on such third party information. Examples of the type of third party information addressed above include, but are not limited to, any information within the control of any of the following: a public, quasi-public or private utility; a governmental body, agency or government (federal, state or local); water and/or sewer facility, district or entity; or, an agent or employee of CLIENT.

5.0 Estimates of Cost

Since ENGINEER has no control over the cost of labor, materials or equipment or over Contractor(s)' methods of determining prices, or over competitive bidding or market conditions, its estimate of probable project costs provided for herein are to be made on the basis of its experience and qualifications and represent its professional judgment as a design professional familiar with the construction industry, but ENGINEER cannot and does not

guarantee that proposals, bids or the project costs will not vary from its estimate of probable costs. If, prior to the Bidding or Negotiating Phase, CLIENT wishes greater assurance as to the project costs, CLIENT shall employ an independent cost estimator. Engineering services to modify the Contract Documents to bring the project costs within any limitation established by CLIENT will be considered Additional Services and paid for as such by CLIENT.

The construction cost of the entire Project (herein referred to as "Construction Cost") means the total cost to construct the project including furnishing and installing all equipment and materials, but it will not include ENGINEER's compensation and expenses, the cost of land, right-of-way, or compensation for or damages to properties unless this Agreement so specifies, nor will it include CLIENT's legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project.

6.0 Allocation of Risks

6.1. ENGINEER shall Indemnify CLIENT from Claims caused by ENGINEER's Negligence

To the fullest extent permitted by law, ENGINEER shall indemnify and hold harmless CLIENT, CLIENT's officers, directors, partners, and employees from and against any and all costs, losses and damages (including but not limited to reasonable attorneys' fees and all court or other dispute resolution costs) arising from claims by third parties, to the extent caused by the negligent acts, errors or omissions of ENGINEER or ENGINEER's officers, directors, partners, employees, agents and ENGINEER's Consultants in the performance and furnishing of ENGINEER's services under this Agreement.

6.2. CLIENT shall Indemnify ENGINEER from Claims caused by CLIENT's Negligence

To the fullest extent permitted by law, CLIENT shall indemnify and hold harmless ENGINEER, ENGINEER's officers, directors, partners, and employees and ENGINEER's Consultants from and against any and all costs, losses and damages (including but not limited to reasonable attorney' fees and court or other dispute resolution costs) arising from claims by third parties, to the extent caused by the negligent acts, errors or omissions of CLIENT or CLIENT's officers, directors, partners, employees, agents and CLIENT's consultants with respect to this Agreement or the Project.

6.3. Environmental Indemnification

In addition to the indemnity provided under Paragraph 6.2 of this Schedule, and to the fullest extent permitted by law, CLIENT shall indemnify and hold harmless ENGINEER and its officers, directors, partners, and employees and ENGINEER's Consultants from and against all claims, costs, losses, and damages (including but not limited to reasonable attorneys' fees and court or other dispute resolution costs) caused by, arising out of or relating to the presence, discharge, release or escape of Asbestos, PCBs, Petroleum, Hazardous Waste, Radioactive Material, or other Constituents of Concern at, on, under or from the Project site, unless such claim is the direct result of ENGINEER's negligence or willful misconduct.

6.4. ENGINEER's Liability Limited to Amount of Insurance Proceeds Paid

Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, the total liability, in the aggregate, of ENGINEER and ENGINEER's officers, directors, partners, employees, agents and ENGINEER's Consultants, and any of them, to CLIENT and anyone claiming by, through or under CLIENT, for any and all claims, losses, costs or damages whatsoever arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes, including but not limited to

the negligence, professional errors or omissions, strict liability or breach of contract or warranty express or implied of ENGINEER or ENGINEER's officers, directors, partners, employees, agents or ENGINEER's Consultants or any of them (hereafter "CLIENT's Claims"), shall not exceed the total insurance proceeds paid up to the limits required in Section 7.1 on behalf of or to ENGINEER by ENGINEER's insurers in settlement or satisfaction of CLIENT's Claims under the terms and conditions of ENGINEER's insurance policies applicable thereto (excluding fees, costs and expenses of investigation, claims adjustment, defense and appeal). If no such insurance coverage is recovered with respect to CLIENT's Claims, then the total liability, in the aggregate, of ENGINEER and ENGINEER's officers, directors, partners, and employees and ENGINEER's Consultants and any of them to CLIENT and anyone claiming by, through or under CLIENT, for any and all such uninsured CLIENT's Claims shall not exceed the ENGINEER's fee or \$100,000, whichever is less.

6.5. Exclusion of Special, Incidental, Indirect and Consequential Damages

To the fullest extent permitted by law, and notwithstanding any other provision in the Agreement, ENGINEER and ENGINEER's officers, directors, partners, employees, agents and ENGINEER's Consultants shall not be liable to CLIENT or anyone claiming by, through or under CLIENT for any special, incidental, indirect or consequential damages whatsoever, arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes, including but not limited to any such damages caused by the negligence, professional errors or omissions, strict liability, breach of contract or warranty express or implied of ENGINEER or ENGINEER's officers, directors, partners, employees, agents or ENGINEER's Consultants, or any of them.

6.6. Limitation of ENGINEER's Liability on Comparative Negligence Basis

To the fullest extent permitted by law, ENGINEER's total liability to CLIENT and anyone claiming by, through or under CLIENT for any claim, cost, loss or damages caused in part by the negligence of ENGINEER and in part by the negligence of CLIENT or any other negligent entity or individual, shall not exceed the percentage share that ENGINEER's negligence bears to the total negligence of CLIENT, ENGINEER and all other negligent entities and individuals determined on the basis of comparative negligence principles. CLIENT further agrees to hold harmless ENGINEER against any such claim, cost, loss or damages but only to the extent of the percentage share that CLIENT's negligence bears to the total negligence of CLIENT, ENGINEER and all other negligent entities and individuals determined on the basis of comparative negligence principles.

6.7. Florida Individual Liability Statute

For projects performed in the State of Florida, pursuant to Florida Statute 558.0035, employees of the ENGINEER may not be held individually liable for damages resulting from negligence under this agreement.

7.0 Insurance

7.1. ENGINEER's Insurance

ENGINEER shall procure and maintain insurance for protection from claims under workers' compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, from claims or damages because of injury to or destruction of property, and from professional liability claims due to ENGINEER's negligent acts, errors or omissions. Upon request, ENGINEER shall list CLIENT as an additional insured on

ENGINEER's general liability insurance policy, and shall provide CLIENT with a copy of the Certificate of Insurance.

As long as it remains commercially available, ENGINEER shall procure and maintain the following insurance coverage:

- A. Worker's Compensation: Statutory Limits.
- B. Employer's Liability: \$500,000 per Accident and \$500,000 per Disease per Employee.
- C. Commercial General Liability, including Bodily Injury and Property Damage: \$1,000,000 occurrence and \$2,000,000 aggregate.
- D. Commercial Automobile Liability, including owned, hired and non-owned vehicles: Combined Single Limit of \$1,000,000 per accident.
- E. Excess Umbrella Liability: \$5,000,000 per occurrence and \$5,000,000 aggregate over the Employer's, Commercial General and Commercial Auto Liability.
- F. Professional Liability Insurance: \$1,000,000 per claim and \$3,000,000 annual aggregate.

7.2. CLIENT's Insurance and Contractor's Insurance

CLIENT shall list ENGINEER and ENGINEER's Consultants as additional insureds on any general liability or property insurance policies carried by CLIENT that are applicable to the Project. CLIENT shall require Contractor to purchase and maintain general liability and other insurance as specified in the Contract Documents and to list ENGINEER and ENGINEER's Consultants as additional insureds with respect to such liability, property and other insurance purchased and maintained by Contractor. All policies of property insurance shall contain provisions to the effect that ENGINEER and ENGINEER's Consultants' interests are covered and that in the event of payment of any loss or damage the insurers will have no rights of recovery against the insured or any additional insureds thereunder.

7.3. Additional Insurance

At any time, CLIENT may request that ENGINEER, at CLIENT's sole expense, provide additional insurance coverage. If so requested by CLIENT, and if commercially available, ENGINEER shall obtain and shall require ENGINEER's Consultants to obtain such additional insurance coverage, different limits or revised deductibles, for such periods of time as requested by CLIENT, at CLIENT's sole expense.

8.0 Subsurface Conditions

8.1 Interpretations and Recommendations Based Solely on Information Available.

CLIENT recognizes that subsurface conditions may vary from those encountered at the location where borings, surveys, or explorations are made by the ENGINEER or ENGINEER's geotechnical Consultant, and that the data, interpretations and recommendations of the ENGINEER or geotechnical Consultant are based solely on the information available to it. The ENGINEER or geotechnical Consultant will be responsible for those data, interpretations, and recommendations, but neither shall be responsible for the interpretation by others of the information developed.

8.2 Utilities

In the prosecution of its work, the ENGINEER, and its Consultants will take reasonable precautions to avoid damage or injury to subterranean structures or utilities. CLIENT agrees to release, indemnify, and hold the ENGINEER, and its Consultants harmless for any damage to subterranean structures or utilities and for any impact this damage may cause where the subterranean structures or utilities are not called to the ENGINEER, and its Consultants' attention or are not correctly shown on the plans furnished.

9.0 Independent Contractors

It is understood and agreed that all contractors and Consultants engaged by the ENGINEER are independent contractors of the ENGINEER and not employees or agents of the ENGINEER; and ENGINEER shall have no right, duty or obligation to direct or control the means, methods or techniques of any such contractors and consultants.

10.0 Compensation

10.1. Direct Labor Costs

Direct Labor Costs means the hourly wages paid to ENGINEER's personnel. For salaried personnel, the imputed direct hourly rate shall be the weekly salary divided by 40.

10.2. Standard Billing Rates

ENGINEER's Standard Billing Rates mean Direct Labor Costs times ENGINEER's Standard Multiplier that is based on ENGINEER's standard and customary overhead rate and profit. Standard Multiplier will be adjusted as may be appropriate to reflect changes in its various elements. All such adjustments will be in accordance with generally accepted accounting practices.

10.3. Reimbursable Expenses

Reimbursable Expenses are those non-labor expenses associated with ENGINEER's conduct of the Project. Some examples of Reimbursable Expenses are meals, transportation, printing and photocopying costs, and field equipment rental. The amount ENGINEER will bill for Reimbursable Expenses will be in accordance with ENGINEER's standard schedule of Reimbursable Expenses Billing Rates or, if the expense item is not listed on the schedule, the cost actually incurred or the imputed cost ENGINEER allocates to the expense item.

10.4. Invoices/Late Payment

Invoices will be prepared in accordance with ENGINEER's standard invoicing practices and will be submitted to CLIENT at least monthly. Invoices are due and payable upon receipt. If CLIENT fails to pay any invoice within thirty days of the invoice date, the amounts due ENGINEER will increase at the rate of 1.0% per month from the thirtieth day following the invoice date; and, in addition, ENGINEER may, after giving seven days' written notice to CLIENT, suspend services under this Agreement until ENGINEER has been paid in full all amounts due. Payments will be credited first to interest and then to principal. In the event of a disputed or contested billing, only that portion so contested may be withheld from payment.

10.5. Professional Services Taxes

If at any time ENGINEER's compensation under this Agreement becomes subject to a professional services tax, sales tax, Value Added Tax, gross receipts tax or similar levy imposed by any local, state, federal or other government or quasi-government agency or authority, CLIENT agrees to pay such tax or levy on ENGINEER's behalf or reimburse ENGINEER for its paying such tax or levy.

11.0 Controlling Law

This Agreement is to be governed by the laws of the State of Maine. Any dispute resulting in legal action and not resolved by arbitration, mediation or such other method as may be mutually agreed to by the parties, shall be adjudicated solely and exclusively within the aforementioned jurisdiction.

12.0 Financial Advisor

ENGINEER is not a financial professional firm and makes no recommendations as to the best way for CLIENT to fund the Project. ENGINEER recommends that CLIENT seek the advice of an Independent Registered Municipal Advisor or other financial professional regarding the type and structure of financing appropriate for the Project. Engineer's services do not include (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.

13.0 Dispute Resolution

The parties hereto agree that prior to filing litigation they will meet to discuss any disputes or matters in question, and will consider alternative dispute resolution techniques to resolve all claims, counterclaims, disputes and other matters in question between the parties arising out of or relating to this Agreement.

14.0 Notices

Any notice required under this Agreement will be in writing, addressed to the appropriate party at the address which appears on the signature page to this Agreement (as modified in writing from time to time by such party) and given personally, by registered or certified mail, return receipt requested, or by a nationally recognized overnight courier service. All notices shall be effective upon the date of receipt.

15.0 Precedence

These provisions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document.

16.0 Severability

Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon CLIENT and ENGINEER, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

17.0 Successors and Assigns

CLIENT and ENGINEER each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Neither CLIENT nor ENGINEER shall assign, sublet or transfer its interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body that may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than CLIENT and ENGINEER.

18.0 Survival

All express representations, indemnifications or limitations of liability made in or given in this Agreement will survive the completion of all services of ENGINEER under this Agreement or the termination of this Agreement for any reason.

19.0 Termination

The obligation to provide further services under this Agreement may be terminated:

19.1 For cause

For cause by either party upon thirty days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. Notwithstanding the foregoing, this Agreement will not terminate as a result of such substantial failure if the party receiving such notice begins, within seven days of receipt of such notice, to correct its failure to perform and proceeds diligently to cure such failure within no more than thirty days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such thirty-day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided from herein shall extend up to, but in no case more than, sixty days after the date of receipt of the notice.

19.2 By ENGINEER

By ENGINEER upon seven days' written notice if ENGINEER believes that ENGINEER is being requested by CLIENT to furnish or perform services contrary to ENGINEER's responsibilities as a licensed design professional; or upon seven days' written notice if the ENGINEER's services for design or during the construction of the Project are delayed or suspended for more than ninety days for reasons beyond ENGINEER's control.

In the case of termination under this paragraph, ENGINEER shall have no liability to CLIENT on account of such termination.

19.3 For convenience

For convenience by CLIENT effective upon the receipt of notice by ENGINEER.

19.4 ENGINEER's Compensation

In the event of any termination, CLIENT will pay ENGINEER for all services rendered to the date of termination and all reimbursable expenses.

20.0 Force Majeure

ENGINEER shall not be responsible for damages resulting from delays that are caused by Acts of God, fires, natural disasters, epidemics, quarantines, or any other causes not within reasonable control of the ENGINEER. ENGINEER will promptly notify CLIENT of the cause of the delay and the parties agree to amend the Agreement to allow for extended completion time.

21.0 Equal Employment Opportunity

ENGINEER is an Equal Employment Opportunity employer and is committed to recruiting, hiring, training and promoting for all job classifications without regard to race, religion, color, national origin, sex or age, physical or mental handicap, marital status or status as a disabled veteran, veteran of the Vietnam era, ex-offender or former patient of a state institution except where based on a bona fide occupational qualification.

AGENDA ITEM #8104

Discussion with Action: To award the bid for the Wastewater Treatment Facility and Pump Station Upgrade project to Apex Construction, Inc. in the amount of \$18,497,025.00 to be funded by a loan through the Clean Water State Revolving Fund authorized in the principal amount of \$23,500,000.00.

Chair: Shawn O'Neill

12 Mountfort Street
Portland, Maine 04101
www.woodardcurran.com

T 800.426.4262
T 207.774.2112
F 207.774.6635

Via Electronic Mail

February 12, 2024



Diana Asanza, Town Manager
Town of Old Orchard Beach, ME
1 Portland Avenue
Old Orchard Beach, ME 04064

Re: Recommendation for Contract Award
WWTF and Pump Stations Upgrades

Dear Diana:

We have reviewed the bids submitted for the WWTF and Pump Stations upgrades project on October 31, 2023. The contractors who bid were Apex Construction, Inc., Penta Corporation, and Waterline Industries Corporation. All required forms and certifications were submitted along with the bid form as required all bidding contractors. It appears that Apex Construction, Inc., represents the lowest responsible and eligible bidder with a Base Bid total of \$26,164,125.00 and a Bid Alternate Total of \$2,135,000.00, for a Total Bid of \$28,299,125.00. A copy of the bid tabulation has been attached to this letter for your reference.

Considering the Town's funding secured for this project is currently less than the Total Bid Price, it is advisable to proceed with a project that meets your current funding at this time. This will allow for additional time to secure supplemental funding that will allow you to include the work that was Bid at a later time.

The Town, Apex Construction, and Woodard & Curran have reviewed the original project scope and identified the removal of items from the total Bid equal to \$9,802,100.00, including a portion of the Base Bid items and all the Bid Alternate items. The removed Work items include the Halfway Pump Station (Area 2), Primary Clarifiers (Area 3), Secondary Clarifiers (Area 6), Effluent Pump Station (Area 9), Ross Road Pump Station (Area 30), Portland Ave Pump Station (Area 40), Milliken St Pump Station (Area 50), Comfort Pump Station (Area 60), and East Grand Pump Station Bypass Connection (Area 70). A revised bid tabulation summarizing the proposed project is provided as an attachment to this letter for reference.

We recommend that Apex Construction be awarded the contract amount of \$18,497,025.00 at this time, with the condition that a change order be prepared to be executed no later than June 30, 2024, to include the items removed from the project referenced above. Apex Construction has stated they intend to begin material procurement and submit shop drawings ASAP after Notice to Proceed is issued and plan to commence the Work in Spring of 2024.

A copy of the Notice of Intent to Award is also included with this recommendation. Please review the attached Notice of Intent to Award at your earliest convenience and sign and return it to W&C via email. We will then transmit the Notice of Intent to Award to Apex Construction accordingly.



We will execute the Notice of Award, Notice to Proceed, Contract Agreement, and Change Order at the Contract Signing, which will occur during the Pre-Construction Meeting which will be scheduled within the next month.

If you have any questions, please do not hesitate to call me at 207-558-3747.

Sincerely,

WOODARD & CURRAN, INC.

A handwritten signature in blue ink, appearing to read "Tom Herer".

Tom Herer, P.E.

Technical Manager

Enclosure(s):

1. Draft Notice of Intent to Award Letter
2. Revised Bid Tabulation
3. WWTF and Pump Station Upgrades Bid Tabulation
4. Apex Construction Inc., Bid Documents

cc: Town of Old Orchard Beach – Tim Fleury and Chris White

Woodard & Curran: Brent Bridges, P.E. and Jennifer Miller, P.E.

PN: 0232616.01

Attachment 1:
Draft Notice of Intent to Award Letter



Town of Old Orchard Beach, ME
1 Portland Avenue
Old Orchard Beach, ME 04064

February 12, 2024

Heath J. Todd, President
Apex Construction, Inc.
361 Route 108, Unit 1
Somersworth, NH 03878

**SUBJECT: NOTICE OF INTENT TO AWARD
WWTF AND PUMP STATION UPGRADES**

You are notified that your Bid dated October 31, 2023, for the subject Project has been considered.

You are the apparent Successful Bidder, and the Owner intends that a Contract for the subject Project be awarded to you. The Total Contract Price of the awarded Contract will be \$28,299,125.00 based on Base Bid Unit Price Items plus the Bid Alternative Items, subject to the following conditions being met and subject to required reviews and approvals and specifically, funding agency approval by Maine Department of Environmental Protection (DEP) and the United State Environmental Protection Agency (EPA).

You must comply with the following conditions precedent **within 15 days** of the date of receipt of this Notice of Intent to Award:

1. Deliver the Contract security (Bonds) in the specified EJCDC format and insurance documentation as specified in the General Conditions and Supplementary Conditions (Articles 2 and 5).
2. Deliver the following completed and executed certifications and documents.
 - None
3. Other conditions precedent:
 - Execution of Change Order #1 to reduce the contract amount to \$18,497,025.00.



Town of Old Orchard Beach, ME
1 Portland Avenue
Old Orchard Beach, ME 04064

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

After confirming that you have complied with the above conditions and required approvals are obtained, Owner will deliver a Notice of Award and the conformed Contract Documents with the Agreement for execution.

Town of Old Orchard Beach, ME (Owner)

By: _____
Diana Asanza, Town Manager

Copy to Engineer

Attachment 2:
Revised Bid Tabulation



TOWN OF OLD ORCHARD BEACH, ME

OOB WWTF & PUMP STATIONS UPGRADES PROJECT - PHASE 1					
ELECTRICAL, SCADA, AERATION, CCT, CHEMICAL FEED, PROCESS BUILDING, PLANT WATER, & SLUDGE HOLDING TANK UPGRADES					
Item No.	Description	Unit	Qty	Unit Cost	Total Cost
1	Administration (Mobilization/Demobilization)	LS	1	\$ 350,000.00	\$ 350,000.00
2	Electrical Service Allowance	ALLOW	1	\$ 80,000.00	\$ 80,000.00
3	Testing Allowance	ALLOW	1	\$ 35,000.00	\$ 35,000.00
4	IT, Network, & Security Service Allowance	ALLOW	1	\$ 15,000.00	\$ 15,000.00
5	Excavation of Unsuitable Materials	CY	60	\$ 45.00	\$ 2,700.00
6	Select Backfill	CY	60	\$ 45.00	\$ 2,700.00
7	Test Pits	EA	10	\$ 1,500.00	\$ 15,000.00
8	Grit Removal and Disposal	CY	35	\$ 450.00	\$ 15,750.00
9	Type A - Shallow Concrete Spall Repair	SF	100	\$ 105.00	\$ 10,500.00
10	Type B - Deep Concrete Spall Repair	SF	30	\$ 170.00	\$ 5,100.00
11	Type C - Concrete Route & Seal Crack Repair	LF	240	\$ 30.00	\$ 7,200.00
12	Type D - Polyurethane Grout Injection	LF	140	\$ 80.00	\$ 11,200.00
13	Type E - Gravity Feed Epoxy Repair	LF	75	\$ 25.00	\$ 1,875.00
14	Bollards	EA	6	\$ 1,500.00	\$ 9,000.00
15	CMU Repointing	SY	1720	\$ 15.00	\$ 25,800.00
16	Bituminous Pavement	SY	1900	\$ 115.00	\$ 218,500.00
17	2-inch Rigid Insulation	LF	300	\$ 14.00	\$ 4,200.00
18	WWTF Electrical	LS	1	\$ 5,900,000.00	\$ 5,900,000.00
19	WWTF SCADA	LS	1	\$ 1,400,000.00	\$ 1,400,000.00
20	Area 1 – WWTF Site Work	LS	1	\$ 1,300,000.00	\$ 1,300,000.00
11	Area 5 – Aeration Tank	LS	1	\$ 2,700,000.00	\$ 2,700,000.00
12	Area 7 – Chlorine Contact Tank	LS	1	\$ 1,140,000.00	\$ 1,140,000.00
13	Area 8 – Chemical Feed Building	LS	1	\$ 1,045,000.00	\$ 1,045,000.00
21	Area 10 – Process Building	LS	1	\$ 3,507,500.00	\$ 3,507,500.00
22	Area 11 & 12 – Primary & Secondary Sludge Holding Tank	LS	1	\$ 430,000.00	\$ 430,000.00
23	Area 13 – Main Electrical Building (Building items only)	LS	1	\$ 265,000.00	\$ 265,000.00
TOTAL CONSTRUCTION COST					\$ 18,497,025.00

Attachment 3:
WWTF and Pump Stations Upgrades
Bid Tabulation (10/31/2023)



TOWN OF OLD ORCHARD BEACH, ME
WWTF & PUMP STATION UPGRADES
PROJECT NO. 0232616.01
DATE: OCTOBER 31, 2023 @ 4:00PM

BASE BID ITEMS				Apex		Penta		Waterline	
Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price	Bid Unit Price	Bid Price	Bid Unit Price	Bid Price
1	Administration (Mobilization/Demobilization)	LS	1	\$ 600,000.00	\$ 600,000.00	\$ 800,000.00	\$ 800,000.00	\$ 950,000.00	\$ 950,000.00
2	Electrical Service Allowance	ALLOW	1	\$ 110,000.00	\$ 110,000.00	\$ 110,000.00	\$ 110,000.00	\$ 110,000.00	\$ 110,000.00
3	Hazardous Material Mitigation Allowance	ALLOW	1	\$ 45,000.00	\$ 45,000.00	\$ 45,000.00	\$ 45,000.00	\$ 45,000.00	\$ 45,000.00
4	Testing Allowance	ALLOW	1	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00
5	Fuel Allowance	ALLOW	1	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
6	IT, Network, & Security Service Allowance	ALLOW	1	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00
7	Excavation of Unsuitable Materials	CY	175	\$ 45.00	\$ 7,875.00	\$ 45.00	\$ 7,875.00	\$ 33.00	\$ 5,775.00
8	Select Backfill	CY	145	\$ 45.00	\$ 6,525.00	\$ 45.00	\$ 6,525.00	\$ 110.00	\$ 15,950.00
9	Rock Excavation	CY	30	\$ 350.00	\$ 10,500.00	\$ 330.00	\$ 9,900.00	\$ 150.00	\$ 4,500.00
10	Test Pits	EA	15	\$ 1,300.00	\$ 19,500.00	\$ 1,300.00	\$ 19,500.00	\$ 500.00	\$ 7,500.00
11	Grit Removal and Disposal	CY	75	\$ 450.00	\$ 33,750.00	\$ 1,000.00	\$ 75,000.00	\$ 600.00	\$ 45,000.00
12	Type A - Shallow Concrete Spall Repair	SF	320	\$ 105.00	\$ 33,600.00	\$ 110.00	\$ 35,200.00	\$ 130.00	\$ 41,600.00
13	Type B - Deep Concrete Spall Repair	SF	80	\$ 170.00	\$ 13,600.00	\$ 195.00	\$ 15,600.00	\$ 100.00	\$ 8,000.00
14	Type C - Concrete Route & Seal Crack Repair	LF	380	\$ 30.00	\$ 11,400.00	\$ 15.00	\$ 5,700.00	\$ 16.00	\$ 6,080.00
15	Type D - Polyurethane Grout Injection	LF	200	\$ 80.00	\$ 16,000.00	\$ 75.00	\$ 15,000.00	\$ 85.00	\$ 17,000.00
16	Type E - Gravity Feed Epoxy Repair	LF	75	\$ 25.00	\$ 1,875.00	\$ 20.00	\$ 1,500.00	\$ 24.00	\$ 1,800.00
17	2-inch Rigid Insulation	LF	350	\$ 14.00	\$ 4,900.00	\$ 16.00	\$ 5,600.00	\$ 20.00	\$ 7,000.00
18	Bollards	EA	10	\$ 1,500.00	\$ 15,000.00	\$ 1,650.00	\$ 16,500.00	\$ 1,300.00	\$ 13,000.00
19	CMU Repointing	SF	1,720	\$ 15.00	\$ 25,800.00	\$ 20.00	\$ 34,400.00	\$ 20.00	\$ 34,400.00
20	Bituminous Pavement	SY	2,000	\$ 115.00	\$ 230,000.00	\$ 125.00	\$ 250,000.00	\$ 50.00	\$ 100,000.00
21	WWTF Upgrades	LS	1	\$ 22,964,500.00	\$ 22,964,500.00	\$ 23,548,700.00	\$ 23,548,700.00	\$ 27,895,072.00	\$ 27,895,072.00
22	West Grand Pump Station Upgrades (Area 20)	LS	1	\$ 10,000.00	\$ 10,000.00	\$ 20,000.00	\$ 20,000.00	\$ 107,000.00	\$ 107,000.00
23	Ross Rd Pump Station Upgrades (Area 30)	LS	1	\$ 325,000.00	\$ 325,000.00	\$ 470,000.00	\$ 470,000.00	\$ 807,000.00	\$ 807,000.00
24	Portland Ave Pump Station Upgrades (Area 40)	LS	1	\$ 477,000.00	\$ 477,000.00	\$ 680,000.00	\$ 680,000.00	\$ 1,017,000.00	\$ 1,017,000.00
25	Milliken St Pump Station Upgrades (Area 50)	LS	1	\$ 880,000.00	\$ 880,000.00	\$ 860,000.00	\$ 860,000.00	\$ 1,307,000.00	\$ 1,307,000.00
26	Comfort Pump Station Upgrades (Area 60)	LS	1	\$ 210,300.00	\$ 210,300.00	\$ 315,000.00	\$ 315,000.00	\$ 367,000.00	\$ 367,000.00
27	East Grand Pump Station Bypass Connection (Area 70)	LS	1	\$ 42,000.00	\$ 42,000.00	\$ 60,000.00	\$ 60,000.00	\$ 50,000.00	\$ 50,000.00
BASE BID SUBTOTAL					\$ 26,164,125.00		\$ 27,477,000.00		\$ 33,032,677.00

BID ALTERNATES ITEMS				Apex		Penta		Waterline	
Item No.	Description	Unit	Estimated Quantity	Bid Alt Unit Price	Bid Alt Price	Bid Alt Unit Price	Bid Alt Price	Bid Alt Unit Price	Bid Alt Price
A1	Primary Clarifier Mechanism Replacement	EA	5	\$ 170,000.00	\$ 850,000.00	\$ 160,000.00	\$ 800,000.00	\$ 267,400.00	\$ 1,337,000.00
A2	Secondary Clarifier No. 1 – Dome Cover	LS	1	\$ 290,000.00	\$ 290,000.00	\$ 250,000.00	\$ 250,000.00	\$ 407,000.00	\$ 407,000.00
A3	Secondary Clarifier No. 1 & 2 – Density Current Baffles	LS	1	\$ 60,000.00	\$ 60,000.00	\$ 60,000.00	\$ 60,000.00	\$ 147,000.00	\$ 147,000.00
A4	Secondary Clarifier No. 1 & 2 – Full Radius Scum Skimmers	LS	1	\$ 200,000.00	\$ 200,000.00	\$ 175,000.00	\$ 175,000.00	\$ 107,777.00	\$ 107,777.00
A5	Secondary Clarifier No. 2 – Drive Replacement & Mechanism Recoating	LS	1	\$ 165,000.00	\$ 165,000.00	\$ 175,000.00	\$ 175,000.00	\$ 157,000.00	\$ 157,000.00
A6	Maintenance Garage Bathroom	LS	1	\$ 50,000.00	\$ 50,000.00	\$ 100,000.00	\$ 100,000.00	\$ 167,000.00	\$ 167,000.00
A7	East Grand Pump Station Upgrades	LS	1	\$ 250,000.00	\$ 250,000.00	\$ 200,000.00	\$ 200,000.00	\$ 367,000.00	\$ 367,000.00
A8	Additional WWTF Site Bituminous Pavement	SY	2,700	\$ 100.00	\$ 270,000.00	\$ 100.00	\$ 270,000.00	\$ 80.00	\$ 216,000.00
BID ALTERNATES SUBTOTAL					\$ 2,135,000.00		\$ 2,030,000.00		\$ 2,905,777.00

TOTAL BID PRICE (BASE BID + BID ALTERNATES)				Apex		Penta		Waterline	
					\$ 28,299,125.00		\$ 29,507,000.00		\$ 35,938,454.00

Attachment 4:
Apex Construction, Inc. Bid
Documents (10/31/2023)

SECTION 00 41 01

BID FORM FOR CONSTRUCTION CONTRACT

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 1—OWNER AND BIDDER

1.01 This Bid is submitted to:

Town of Old Orchard Beach
1 Portland Avenue
Old Orchard Beach, Maine 04064
Attn: Diana Asanza, Town Manager

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2—ATTACHMENTS TO THIS BID

2.01 The following documents are submitted with and made a condition of this Bid:

- A. DEP Form 6100-4 - DBE Subcontractor Utilization Form (00 22 13);
- B. DEP Form 6100-3 - DBE Subcontractor Performance Form (00 22 13);
- C. Required Bid security in the form of Bid Bond (00 43 13) OR _____;
- D. Information, Schedules and Data (00 43 40);
- E. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such authority within the time for acceptance of Bids;
- F. Contractor’s license number as evidence of Bidder’s State Contractor’s License or a covenant by Bidder to obtain said license within the time for acceptance of Bids;
- G. Bidder’s Representation and Certifications (00 45 05);
- H. Required Bidder Qualification Statement (00 45 13) with supporting data; and
- I. Non-Collusion Affidavit (00 45 19).

0232616.01

Issue Date: October 16, 2023OOB WWTF & PS Upgrades Project
Town of Old Orchard Beach, ME**ARTICLE 3—BASIS OF BID—LUMP SUM BID AND UNIT PRICES**3.01 *Unit Price Bids*

A. Bidder will perform the following Work at the indicated unit prices [EXCLUDING SALES AND USE TAX]:

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Item Bid Amount
1	Administration (Mobilization/Demobilization)	LS	1	\$600,000	\$ 600,000
2	Electrical Service Allowance	ALLOW	1	\$110,000	\$110,000
3	Hazardous Material Mitigation Allowance	ALLOW	1	\$45,000	\$45,000
4	Testing Allowance	ALLOW	1	\$ 50,000	\$ 50,000
5	Fuel Allowance	ALLOW	1	\$5,000	\$5,000
6	IT, Network, & Security Service Allowance	ALLOW	1	\$15,000	\$15,000
67	Excavation of Unsuitable Materials	CY	175	\$ 45	\$ 7875
78	Select Backfill	CY	145	\$ 45	\$ 6525
89	Rock Excavation	CY	30	\$ 350	\$ 10500
910	Test Pits	EA	15	\$ 1300	\$ 19500
1011	Grit Removal & Disposal	CY	75	\$ 450	\$ 33750
1112	Type A – Shallow Concrete Spall Repair	SF	320	\$ 105	\$ 33600
1213	Type B – Deep Concrete Spall Repair	SF	80	\$ 170	\$ 13600
1314	Type C – Concrete Route & Seal Crack Repair	LF	380	\$ 30	\$ 11400
1415	Type D – Polyurethane Grout Injection	LF	200	\$ 80	\$ 16000
1516	Type E – Gravity Feed Epoxy Repair	LF	75	\$ 25	\$ 1875
1617	2-inch Rigid Insulation	LF	350	\$ 14	\$ 4900
1718	Bollards	EA	10	\$ 1500	\$ 15000
1819	CMU Repointing	SF	1,720	\$ 15	\$ 21300
1920	Bituminous Pavement	SY	2,000	\$ 115	\$ 230,000
2021	WWTF Upgrades	LS	1	\$22,964,500	22,964,500
2122	West Grand Pump Station Upgrades (Area 20)	LS	1	\$ 10,000	\$ 10,000
2223	Ross Rd Pump Station Upgrades (Area 30)	LS	1	\$ 325,000	\$ 325,000
2324	Portland Ave Pump Station Upgrades (Area 40)	LS	1	\$477,000	\$477,000

ADDENDUM NO. 4
WOODARD & CURRANBID FORM
00 41 01-2

0232616.01

Issue Date: October 16, 2023

OOB WWTF & PS Upgrades Project
Town of Old Orchard Beach, ME

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Item Bid Amount
2425	Milliken St Pump Station Upgrades (Area 50)	LS	1	\$ 880,000	\$ 880,000
2526	Comfort Pump Station Upgrades (Area 60)	LS	1	\$ 210,300	\$ 210,300
2627	East Grand Pump Station Bypass Connection (Area 70)	LS	1	\$ 42,000	\$ 42,000
TOTAL OF ALL UNIT PRICE BID ITEMS ABOVE					\$ 26,159,625

Bid Alternate Items

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Item Bid Amount
A1	Primary Clarifier Mechanism Replacement	EA	5	\$ 170,000	\$ 850,000
A2	Secondary Clarifier No. 1 – Dome Cover	LS	1	\$ 290,000	\$ 290,000
A3	Secondary Clarifier No. 1 & 2 – Density Current Baffles	LS	1	\$ 60,000	\$ 60,000
A4	Secondary Clarifier No. 1 & 2 – Full Radius Scum Skimmers	LS	1	\$ 200,000	\$ 200,000
A5	Secondary Clarifier No. 2 – Drive Replacement & Mechanism Recoating	LS	1	\$ 165,000	\$ 165,000
A6	Maintenance Garage Bathroom	LS	1	\$ 50,000	\$ 50,000
A7	East Grand Pump Station Upgrades	LS	1	\$ 250,000	\$ 250,000
A8	Additional WWTF Site Bituminous Pavement	SY	2,700	\$ 100	\$ 270,000
TOTAL OF BID ALTERNATE ITEMS					\$ 2,135,000

Total of Base Bid & Bid Alternates = Total Bid Price \$ 28,294,625.00

B. Bidder acknowledges that:

1. each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and
2. estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Work will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 4—TIME OF COMPLETION

- 4.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 4.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ADDENDUM NO. 4
WOODARD & CURRAN

BID FORM
00 41 01-3

ARTICLE 5—BIDDER’S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA**5.01 Bid Acceptance Period**

- A. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

5.02 Instructions to Bidders

- A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

5.03 Receipt of Addenda

- A. Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Addendum Date
Addendum #1	September 7, 2023
Addendum #2	September 20, 2023
Addendum #3	October 5, 2023
Addendum #4	October 16, 2023
Addendum #5	October 18, 2023
Addendum #6	October 26, 2023

ARTICLE 6—BIDDER’S REPRESENTATIONS AND CERTIFICATIONS**6.01 Bidder’s Representations**

- A. In submitting this Bid, Bidder represents the following:
1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
 2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
 4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
 5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
 6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the

3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

6.02 *Bidder's Certifications*

- A. The Bidder certifies the following:
 1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
 2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.

3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:
 - a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
 - b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.
 - c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.
 - d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.
5. Bidder acknowledges the representations and certifications included in Section 00 45 05 are made a condition of the Bid.

ARTICLE 7—COMMUNICATIONS

7.01 Communications concerning this Bid shall be addressed to the Bidder’s representative as follows:

Name Jeffrey R. Todd

Title: Treasurer and Manager

Business Address: Apex Construction, Inc.

 361 Route 108, Unit 1

 Somersworth, NH 03878

Telephone Number: 603-330-3600 E-mail address: jeff@apex-constructioninc.com

BIDDER hereby submits this Bid as set forth above as of October 27, 2023:

Bidder:

Apex Construction, Inc.

(typed or printed name of organization)

By:

Heath J. Todd

(individual's signature)

Name:

Heath J. Todd

(typed or printed)

Title:

President

(typed or printed)

Date:

10/26/2023

(typed or printed)

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

Attest:

Jill Mailhoit

(individual's signature)

Name:

Jill Mailhoit

(typed or printed)

Title:

Office Manager

(typed or printed)

Date:

10/26/2023

(typed or printed)

Address for giving notices:

361 Route 108, Unit 1

Somersworth, NH 03878

Bidder's Contact:

Name:

Jeffrey R. Todd

(typed or printed)

Title:

Treasurer and Manager

(typed or printed)

Phone:

603-330-3600

Email:

jeff@apex-constructioninc.com

Address:

Apex Construction, Inc.

361 Route 108, Unit 1

Somersworth, NH 03878

Bidder's Contractor License No.: (if applicable) _____

END OF SECTION

SECTION 00 45 05

BIDDER'S REPRESENTATIONS AND CERTIFICATIONS

The undersigned, under the penalties of perjury, represents and certifies the following which is made a condition of the Bid.

1.01 BIDDER'S CERTIFICATIONS

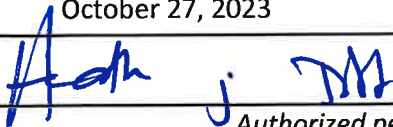
- A. Bidder will comply with the requirements of the Safety and Health provisions in the Contract Documents, and if Bidder is awarded a Contract, it shall incorporate these provisions into all subcontracts and Purchase Orders so that such provisions will be binding upon each Subcontractor or Supplier.
- B. Bidder will comply with the requirements of the Equal Employment Opportunity, Anti-discrimination, and Affirmative Action Program provisions in the Contract Documents, and if Bidder is awarded a Contract, it shall incorporate these provisions into all subcontracts and Purchase Orders so that such provisions will be binding upon each Subcontractor or Supplier.
- C. Bidder shall provide evidence of authority to do business in the state of the Project or a written covenant to obtain such license within the time for acceptance of Bids.
- D. Bidder certifies it will comply with applicable funding agency requirements and Federal requirements (if any) including those as set forth in the Bidding Documents.
- E. If Bidder is awarded a Contract, it certifies it shall incorporate the applicable provisions of this section into all subcontracts and Purchase Orders so that such provisions will be binding upon each Subcontractor or Supplier.

1.02 FUNDING CERTIFICATIONS – CWSRF PROGRAM REQUIREMENTS

- A. Bidder certifies it will comply in all respects with the Contract provisions regarding nondiscrimination as set forth in Section 00 73 37 Equal Employment Opportunity/Affirmative Action Requirements and the Disadvantaged Business Enterprise provisions in Section 00 73 76 State Revolving Fund Requirements. Bidder certifies that during the bidding period, it has made the good faith efforts set forth in Section 00 22 13 Instructions to Bidder. Bidder certifies that it has submitted forms required by and in accordance with 00 22 13 with its Bid.
- B. Bidder acknowledges to and for the benefit of the Owner and the State of Maine that it understands the material and equipment, and services under any resulting Agreement are being funded with monies made available by the Drinking Water State Revolving Fund that have statutory requirements commonly known as "American Iron and Steel (AIS) Requirement" that requires all of the iron and steel products used in the Project to be produced in the United States including iron and steel products provided for the Project. Bidder hereby represents and warrants to and for the benefit of the Owner and the State that (a) Bidder has reviewed and understands the AIS Requirement, (b) all of the iron and steel products used in the Project will be produced in the United States in a manner that

complies with the AIS Requirement, unless a waiver of the requirement is approved, and (c) Bidder will provide any further verified information, certification or assurance of compliance with the AIS Requirement, or information necessary to support a waiver of the AIS Requirement, as required in Section 00 73 76 State Revolving Fund Requirements.

- C. Bidder certifies it will comply in all respects with all other bidding and Contract requirements of the State of Maine DEP CWSRF program.

SUBMITTED ON:	October 27, 2023
By:	
	Authorized person per Bid Form

END OF SECTION

SECTION 00 45 13

QUALIFICATIONS STATEMENT

The information regarding the general qualifications of the Bidder are submitted as a part of the Bid and Bidder represents its ability to meet the qualifications requirements specified in Section 01 43 05. Additional sheets may be attached and shall be properly cross referenced. Identify any information considered to be confidential.

ARTICLE 1—GENERAL INFORMATION

1.01 Provide contact information for the Business:

Legal Name of Business:	Apex Construction, Inc.		
Corporate Office			
Name:	Jeffrey R. Todd	Phone number:	603-330-3600
Title:	Treasurer and Manager	Email address:	jeff@apex-constructioninc.com
Business address of corporate office:	361 Route 108, Unit 1		
	Somersworth, NH 03878		
Local Office			
Name:		Phone number:	
Title:		Email address:	
Business address of local office:			

1.02 Provide information on the Business’s organizational structure:

Form of Business:	<input type="checkbox"/> Corporation		
<input type="checkbox"/> Limited Liability Company <input type="checkbox"/> Joint Venture comprised of the following companies:			N/A
	1.		
	2.		
	3.		
Provide a separate Qualification Statement for each Joint Venturer.			
Date Business was formed:	3/13/2000	State in which Business was formed:	NH
Is this Business authorized to operate in the Project location?			<input checked="" type="checkbox"/> Yes

1.03 Identify all businesses that own Business in whole or in part (25% or greater), or that are wholly or partly (25% or greater) owned by Business: N/A

Name of business:		Affiliation:	
Address:			
Name of business:		Affiliation:	
Address:			
Name of business:		Affiliation:	
Address:			

1.04 Provide information regarding the Business’s officers, partners, and limits of authority.

Name:	Heath J. Todd	Title:	President
Authorized to sign contracts:	Yes	Limit of Authority:	\$ 100%
Name:	Jeffrey R. Todd	Title:	Treasurer and Manager
Authorized to sign contracts:	Yes	Limit of Authority:	\$ 100%
Name:	Michael P. Lagasse	Title:	Vice President
Authorized to sign contracts:	<input type="checkbox"/> Yes <input type="checkbox"/> No	Limit of Authority:	\$
Name:	Carolyn B. Todd	Title:	Secretary

ARTICLE 2—LICENSING

2.01 Provide information regarding licensure for Business: N/A

Name of License:			
Licensing Agency:			
License No:		Expiration Date:	
Name of License:			
Licensing Agency:			
License No:		Expiration Date:	

ARTICLE 3—DIVERSE BUSINESS CERTIFICATIONS

3.01 Provide information regarding Business’s Diverse Business Certification, if any. Provide evidence of current certification. N/A

Certification	Certifying Agency	Certification Date
<input type="checkbox"/> Disadvantaged Business Enterprise		
<input type="checkbox"/> Minority Business Enterprise		
<input type="checkbox"/> Woman-Owned Business Enterprise		
<input type="checkbox"/> Small Business Enterprise		
<input type="checkbox"/> Disabled Business Enterprise		
<input type="checkbox"/> Veteran-Owned Business Enterprise		
<input type="checkbox"/> Service-Disabled Veteran-Owned Business		
<input type="checkbox"/> HUBZone Business (Historically Underutilized) Business		
<input type="checkbox"/> Other		
<input type="checkbox"/> None		

ARTICLE 4—SAFETY

4.01 Provide information regarding Business’s safety organization and safety performance.

Name of Business’s Safety Officer:	Heath J. Todd	
Safety Certifications		
Certification Name	Issuing Agency	Expiration
OSHA 10	USDL	N/A
OSHA 30	USDL	N/A

4.02 Provide Worker’s Compensation Insurance Experience Modification Rate (EMR), Total Recordable Frequency Rate (TRFR) for incidents, and Total Number of Recorded Manhours (MH) for the last 3 years and the EMR, TRFR, and MH history for the last 3 years of any proposed Subcontractor(s) that will provide Work valued at 10% or more of the Contract Price. Provide documentation of the EMR history for Business and Subcontractor(s).

Year	2019			2018			2017		
Company	EMR	TRFR	MH	EMR	TRFR	MH	EMR	TRFR	MH
	1.16	4	45K	1.06	5	35K	0.75	10	38.5K

ARTICLE 5—FINANCIAL

5.01 Provide information regarding the Business’s financial stability. Provide the most recent audited financial statement, and if such audited financial statement is not current, also provide the most current financial statement.

Financial Institution:	Bank of NH		
Business address:	62 Pleasant Street Laconia, NH 03246		
Date of Business’s most recent financial statement:	09/2023	<input checked="" type="checkbox"/> Attached	
Date of Business’s most recent audited financial statement:		<input checked="" type="checkbox"/> Attached	
Financial indicators from the most recent financial statement			
Contractor’s Current Ratio (Current Assets ÷ Current Liabilities)			
Contractor’s Quick Ratio ((Cash and Cash Equivalents + Accounts Receivable + Short Term Investments) ÷ Current Liabilities)			

ARTICLE 6—SURETY INFORMATION

6.01 Provide information regarding the surety company that will issue required bonds on behalf of the Business, including but not limited to performance and payment bonds.

Surety Name:	Berkley Surety Group		
Surety is a corporation organized and existing under the laws of the state of:	Deleware		
Is surety authorized to provide surety bonds in the Project location?	<input checked="" type="checkbox"/> YES		
Is surety listed in “Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies” published in Department Circular 570 (as amended) by the Bureau of the Fiscal Service, U.S. Department of the Treasury?			
<input checked="" type="checkbox"/> YES			

Mailing Address (principal place of business):	Berkley Surety Group		
	P.O. Box 9010		
	Westbrook, ME 04098-5010		
Physical Address (principal place of business):	The Rowley Agency, Authorized Representative		
	45 Constitution Avenue / P.O. Box 511		
	Concord, NH 03302-0511		
Phone (main):	603-224-2562	Phone (claims):	1-800-456-5486

ARTICLE 7—INSURANCE

7.01 Provide information regarding Business’s insurance company(s), including but not limited to its Commercial General Liability carrier. Provide information for each provider.

Name of insurance provider, and type of policy (CLE, auto, etc.):			
Insurance Provider	Type of Policy (Coverage Provided)		
Hanover Insurance	General Liability		
Are providers licensed or authorized to issue policies in the Project location?			<input checked="" type="checkbox"/> YES
Do providers have an A.M. Best Rating of A-VII or better?			<input checked="" type="checkbox"/> YES
Mailing Address (principal place of business):	The Rowley Agency, Authorized Representative		
	45 Constitution Avenue / P.O. Box 511		
	Concord, NH 03302-0511		
Physical Address (principal place of business):			
Phone (main):	603-224-2562	Phone (claims):	1-800-456-5486

ARTICLE 8—CONSTRUCTION EXPERIENCE

8.01 Provide information that will identify the overall size and capacity of the Business.

Average number of current full-time employees:	~25
Estimate of revenue for the current year:	~\$20M
Estimate of revenue for the previous year:	~\$28M

8.02 Provide information regarding the Business’s previous contracting experience.

Years of experience with projects like the proposed Project:			
As a general contractor:	23	As a joint venturer:	
Has Business, or a predecessor in interest, or an affiliate identified in Paragraph 1.03:			
Been disqualified as a bidder by any local, state, or federal agency within the last 5 years? <input checked="" type="checkbox"/> NO			
Been barred from contracting by any local, state, or federal agency within the last 5 years? <input checked="" type="checkbox"/> NO			
Been released from a bid in the past 5 years? NO			
Defaulted on a project or failed to complete any contract awarded to it? NO			
Refused to construct or refused to provide materials defined in the contract documents or in a change order? NO			
Been a party to any currently pending litigation or arbitration? NO			
Provide full details in a separate attachment if the response to any of these questions is Yes.			

8.03 List all projects currently under contract in Schedule A and provide indicated information.

8.04 List a minimum of three and a maximum of six projects completed in the last 5 years in Schedule B and provide indicated information to demonstrate the Business’s experience with projects similar in type and cost of construction.

8.05 In Schedule C, provide information on key individuals whom Business intends to assign to the Project. Provide resumes for those individuals included in Schedule C. Key individuals include the Project Manager, Project Superintendent, Quality Manager, and Safety Manager. Resumes may be provided for Business’s key leaders as well.

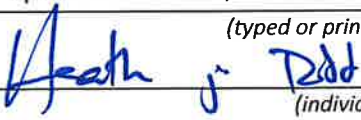
ARTICLE 9—REQUIRED ATTACHMENTS

9.01 Provide the following information with the Statement of Qualifications:

- A. If Business is a Joint Venture, separate Qualifications Statements for each Joint Venturer, as required in Paragraph 1.02.
- B. Diverse Business Certifications if required by Paragraph 3.01.
- C. Certification of Business’s safety performance if required by Paragraph 4.02.
- D. Financial statements as required by Paragraph 5.01.
- E. Attachments providing additional information as required by Paragraph 8.02.
- F. Schedule A (Current Projects) as required by Paragraph 8.03.
- G. Schedule B (Previous Experience with Similar Projects) as required by Paragraph 8.04.
- H. Schedule C (Key Individuals) and resumes for the key individuals listed, as required by Paragraph 8.05.
- I. Additional items as pertinent.

This Statement of Qualifications is offered by:

Business: Apex Construction, Inc.
(typed or printed name of organization)

By: 
(individual's signature)

Name: Heath J. Todd
(typed or printed)

Title: President
(typed or printed)

Date: 10/26/23
(date signed)

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

Attest:  10/26/2023
(individual's signature)

Name: Jill K. Mailhoit
(typed or printed)

Title: Office Manager
(typed or printed)

Address for giving notices:
Apex Construction, Inc.
361 Route 108, Unit 1
Somersworth, NH 03878

Designated Representative:
Name: Jeffrey R. Todd
(typed or printed)

Title: Treasurer and Manager
(typed or printed)

Address:
Apex Construction, Inc.
361 Route 108, Unit 1
Somersworth, NH 03878

Phone: 603-330-3600

Email: jeff@apex-constructioninc.com

SCHEDULE A CURRENT EXPERIENCE

Project Name	Owner's Contact Person	Design Engineer	Contract Date	Type of Work	Status	Cost of Work
Wastewater Treatment Facility Improvements Kennebunk ME	Kennebunk Sewer District/Mike Bolduc PO Box 648 Kennebunk ME 04043 207-985-4741	Underwood Engineers/Valerie Giguere 25 Vaughan Mall Portsmouth NH 03801 603-436-6192	June 18, 2020	WWTF Improvements	In progress Anticipated completion 2/22	\$ 6,388,529
Solids Handling Upgrade Presque Isle ME	Presque Isle Utility District/Ross McQuade, Supt. PO Box 470 Presque Isle ME 04769 207-762-5061	Woodard & Curran/Krista Forti 33 Broad St. Floor 7 Providence RI 02903 781-613-0573	June 24, 2020	Solids handling system upgrade	In progress Anticipated completion 3/21	\$ 2,270,500
Sewer Pump Station Improvements Brunswick ME	Midcoast Regional Redevelopment Authority 15 Terminal Rd Ste 200 Brunswick ME 04011 207-798-6512	Woodard & Curran/Max Kenney 41 Hutchins Drive Portland ME 04102 207-558-3716	April 24, 2020	Pump Station Improvements	In progress Anticipated completion 5/21	\$ 1,266,000
Wastewater Collection & Treatment System Lincolnville ME	Lincolnville Sewer District/Paul Lippman PO Box 302 Lincolnville ME 04849 207-789-5464	Woodard & Curran/Brent Bridges 41 Hutchins Drive Portland ME 04102 207-558-3716	June 25, 2020	Collection system & WWTF construction	In progress Anticipated completion 5/21	\$ 3,811,100
Water Treatment Plant Upgrades Contract 2-Ozone System Install Brewer ME	City of Brewer Water Department 223 Green Point Road Brewer ME 04412 207-989-4214	Woodard & Curran 80 Exchange Street Suite 400 Bangor ME 04401 207-945-5105	October 1, 2020	Ozone System Installation	In progress Anticipated completion 3/21	\$ 514,300.00
Wastewater Treatment Facility Improvements Camden ME	Town of Camden 29 Elm Street Camden ME 04843 207-236-3353	Wright-Pierce/Matthew Burns 75 Washington Ave Suite 202 Portland ME 04101 207-761-2991	February 23, 2021	WWTF Improvements	In progress Anticipated completion 1/23	\$ 9,542,750.00
Wastewater Treatment Facility Upgrades Presque Isle ME	Presque Isle Utility District/Ross McQuade, Supt. PO Box 470 Presque Isle ME 04769 207-762-5061	Woodard & Curran/Krista Forti 33 Broad St. Floor 7 Providence RI 02903 781-613-0573	TBD	WWTF Upgrades	Contract awarded not yet executed	\$ 10,605,625.00
Pollution Control Facility Upgrade Rockland ME	City of Rockland/City Manager Tom Luttrell 270 Pleasant Street Rockland ME 04841 207-593-0636	Wright-Pierce/Brody Campbell 75 Washington Ave Suite 202 Portland ME 04101 207-761-2991	May 6, 2021	PCF Upgrades	In progress Anticipated completion 5/23	\$ 7,530,000.00

SCHEDULE B
APEX CONSTRUCTION INC. SIMILAR PROJECTS COMPLETED IN MAINE IN LAST 5 YEARS

<u>Project</u>	<u>Contract Amount</u>	<u>Completion Date</u>
<u>Wastewater Treatment Facility Upgrades</u>	\$4,589,704	November 2020
Madawaska ME		
Owner: Town of Madawaska 328 St. Thomas St. Suite 101 Madawaska ME 04756		
Engineer: Woodard & Curran Bangor ME		
<u>Water Pollution Control Facility Phase 1 Upgrade</u>	\$5,368,032	December 2019
Bath ME		
Owner: City of Bath 55 Front Street Bath ME		
Engineer: Wright-Pierce Topsham ME		
<u>Wastewater Treatment Plant Upgrade</u>	\$4,395,729	October 2019
Winter Harbor ME		
Owner: Winter Harbor Utilities District PO Box 141 Winter Harbor ME 04693		
Engineer: Woodard & Curran Portland ME		
<u>Dewatering System Upgrade</u>	\$1,163,544	September 2019
Yarmouth ME		
Owner: Town of Yarmouth 200 Main Street Yarmouth ME 04096		
Engineer: Wright-Pierce Portland ME		
<u>Wastewater Treatment Process Upgrade</u>	\$11,980,300	November 2017
Bucksport ME		
Owner: Town of Bucksport PO Box X Bucksport ME 04416		
Engineer: Olver Associates Winterport ME		

Heath J. Todd, P.E. (ME)
402 Webber Hill Rd.
Kennebunk ME 04043

Licensed Professional Engineer
State of Maine #11177

EDUCATION: B.S. Civil Engineering, University of New Hampshire – 2002

EXPERIENCE:

Apex Construction Inc. 2005 – present
Weston & Sampson Engineers, Inc. 2002 - 2005

President

Responsible for cost estimation, purchase and coordination of materials and subcontractors, project administration and management on all levels.

Projects include, but are not limited to:

Bridgton WWTF and Pump Stations Bridgton, ME	\$11,451,395
Presque Isle WWTF Upgrade Presque Isle, ME	\$10,432,274
Camden WWTF Upgrade Camden, ME	\$9,711,421
Somersworth WWTF Upgrade Somersworth, NH	\$11,146,971
Exeter WWTF Upgrade Exeter, NH	\$37,158,515
Bath WPCF Upgrade Bath, ME	\$5,490,595
Newmarket WWTF Upgrade Newmarket, NH	\$11,577,062
Durham WWTF Grit System Upgrade Durham, NH	\$817,244
River Street Pump Station Upgrade Rochester, NH	\$1,269,952
Littlejohn Pump Station Upgrade Portland Water District Cape Elizabeth, ME	\$605,576

WWTF Upgrade Phase 1 and MLE Conversion Dover NH	\$8,694,442
Bernier Road Wells Pump Station Sanford ME	\$1,199,033
Lary Lane Groundwater Treatment Plant Exeter NH	\$4,370,945
Water Filtration Plant Upgrades Rochester NH	\$1,927,374
WWTF Phase 2 Upgrade Berlin NH	\$14,090,032
Phase II WWTF Upgrade Farmington NH	\$7,062,354
Main Pump Station Project Phase 6 Oakland ME	\$1,750,585
Wastewater Treatment Plant Phase II Upgrades South Paris ME	\$6,311,467
Water & Wastewater Infrastructure Improvements Fort Kent ME	\$1,753,504
Peak Flow Upgrade-Pollution Control Facility Belfast ME	\$1,448,158
Mirror Lake Water Treatment Facility Rockport ME	\$4,055,933
Water Treatment Facility Upgrade Newport ME	\$1,647,486
Wastewater Treatment Facility Upgrade Phase 3 Hampton NH	\$1,135,230
Wastewater Treatment Facility Upgrade Castine ME	\$3,044,645
Orono Wastewater Treatment Process Upgrade Orono ME	\$8,330,300
Falmouth Wastewater Treatment Facility Upgrade	\$6,962,200

Falmouth ME

Craig Brook National Fish Hatchery WWTF Upgrade \$2,969,450
East Orland ME

Craig Brook National Fish Hatchery Broodstock Building \$1,892,650
East Orland ME

Moody Road Water Treatment Plant \$2,153,558
Lisbon ME

Kennebunk Wastewater Treatment Facility Upgrade \$5,580,091
Kennebunk ME

Consultant Engineer Experience

Middlesex School WWTF, Concord, MA: December 2003 – July 2005

Engineer involved in the design, permitting, and construction inspection of a 60,000 gallon per day (gpd) wastewater treatment facility for The Middlesex School in Concord, Massachusetts. The project included the design of a new membrane filtration wastewater treatment facility (MBR) within the existing WWTF structure while maintaining treatment of flows throughout the construction duration. Performed part time resident inspection during construction of upgrade and performed construction administration for all phases of project.

Southbridge, MA WWTF: April 2002 – July 2005

Engineer involved in the design of upgrades to the Southbridge, Massachusetts 13.3 million gallons per day (mgd) wastewater treatment facility. Specific responsibilities included the design of septage receiving system, waste sludge and return sludge pumping system, lime mix system, hydraulic analysis, and coordination of structural and HVAC components.

York, ME Sewer District: April 2002 – June 2005

Engineer responsible for the design and construction administration of approximately 20,000-feet of gravity and pressure sewers for the York, Maine Sewer District. Project included sewer feasibility studies and design through preliminary to final design phases. In addition, Mr. Todd was involved in extensive coordination with state, town and district officials for sewer installation and design, road and storm water improvements, and SRF funding issues.

City of Rochester, NH: April 2004 – June 2005

Engineer responsible for design of wastewater pumping station improvements including pump system replacement, headworks, site, and architectural improvements. During construction phase, Mr. Todd managed project scheduling, equipment delivery, subcontractor retention, and wastewater bypass operation as an employee of the General Contractor.

City of Gloucester, MA – January 2004 – June 2004

Engineer responsible for the design and permitting of approximately 6,250-feet of gravity sewer replacement on state highways in tidal sensitive areas of Gloucester, Massachusetts. Project required coordination of pipe bursting replacement techniques and asbestos cement pipe removal considerations.

Anna Maria College, Paxton MA: July 2002 – July 2005

Engineer responsible for the planning, survey, design and property investigation for over 12,800-feet of force main through City of Worcester property in Holden and Paxton, Massachusetts for Anna Maria College, Paxton, MA. Project included design of dual wall force main and pump station, complete with leak detection and telemetry system for installation in a water supply sensitive area.

Brockton, MA WWTF: November 2003 - June 2005

Engineer involved in Brockton, Massachusetts Wastewater Treatment Facility upgrades. Performed evaluation of existing return sludge pumping system and design of replacement system. Evaluation and design included alternatives to provide energy saving and operational benefits. Evaluated waste sludge pumping, conveyance and lime dosing system in combination with existing and future thickening and dewatering processes.

Town of Kittery, ME: February 2002 – February 2003

Engineer involved in the design of a 3,800 linear foot sewer project in Kittery, Maine. The project involved the design of sewer to replace a section of undersized asbestos cement sewer main.

Village at Duxbury, Duxbury, MA: February 2003 – June 2003

Engineer involved in designing Wastewater Treatment facility upgrades in a study of the Village at Duxbury retirement community in Duxbury, Massachusetts. Rotating Biological Contactor (RBC) upgrades included process flow alterations and flow equalization among differently sized RBC units.

Michael P. Lagasse
12 Fairview Ave.
Gray ME 04039

Education

Fort Kent Community High School
Fort Kent, ME

Experience

3/2000 to present Apex Construction, Inc.
361 Route 108 Unit 1
Somersworth, NH 03878

1989 to 3/2000 Penta Corporation
PO Box 390
Moultonboro, NH 03254

Field Superintendent

Responsible for managing all field management, activities, and coordination.
Projects include but are not limited to:

Rockland WWTF Upgrade Rockland ME	\$7,582,100
Augusta WWTF Dewatering Upgrade Augusta ME	\$970,580
Wastewater Treatment Facility Upgrade Exeter NH	\$36,852,225
Wastewater Treatment Facility Upgrade Newmarket NH	\$11,205,600
Lary Lane Groundwater Treatment Plant Exeter NH	\$4,370,945
Phase 4 WWTF Upgrade Farmington NH	\$481,247
WWTF Phase 2 Upgrade Berlin NH	\$13,216,436
Phase II WWTF Upgrade Farmington NH	\$7,062,354
Wastewater Treatment Plant Improvements	\$6,311,467

South Paris ME	
Wastewater Treatment Process Upgrade Castine ME	\$3,120,000
Wastewater Treatment Facility Falmouth ME	\$6,950,551
Headworks Facility Construction Lisbon ME	\$611,843
Moody Rd. Water Treatment Plant Lisbon ME	\$2,153,558
Pump Station Upgrades Scarborough ME	\$4,248,715
Pineland Pump Station New Gloucester ME	\$472,100
Bayview Pump Station Upgrade Camden ME	\$571,190
Pump Station Upgrades Rockland ME	\$786,431
Hillcrest Pump Station Lebanon NH	\$300,521
Pump Station Orono ME	\$426,550
Water Pollution Facility CSO Upgrade Old Town ME	\$6,782,846
Pump Station Durham NH	\$262,400
Wastewater Treatment Plant Greenville NH	\$216,873
Hadley Road Pump Station Jaffrey NH	\$52,129
Trestlebrook Pump Station Nashua NH	\$272,300
Water Treatment Facility Improvements Merrimack NH	\$501,592

Recycling Center Improvements Harpwell ME	\$320,000
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Project Manager/Superintendent (Penta Corp.):

CSO Abatement/Dewatering Improvement Freeport ME	\$8,801,800
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Wastewater Treatment Plant Lewiston ME	\$2,141,060
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Water Treatment Plant Hillsboro NH	\$2,219,050
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Slow Sand Filtration Livermore Falls, ME	\$1,840,000
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JARED BOUCHER

APEX CONSTRUCTION

361 Route 108 Somersworth, NH 03878

jared@apex-constructioninc.com

EXPERIENCE

2015 -PRESENT, APEX CONSTRUCTION (MAINE & NEW HAMPSHIRE)

2019-2021

Jobsite Superintendent -Somersworth WWTP Upgrade

- MAINTAIN A SAFE AND CLEAN JOBSITE
- HIT GOALS AND DEADLINES
- CLEAR COMMUNICATION BETWEEN THE ENGINEERING FIRM AND THE CLIENT.
- MANAGE A STEADY FLOW OF WORK BETWEEN SUBCONTRACTORS

2017 – 2019

Jobsite Foreman -Exeter WWTP Upgrade

- CLEAR COMMUNICATION BETWEEN SUBCONTRACTORS AND THE JOB SITE SUPERINTENDENT
- PROVIDE COMMUNICATION BETWEEN THE JOB SITE INSPECTOR AND THE SUB-CONTRACTORS
- ENSURE JOBS/TASKS ARE PERFORMED IN A SAFE AND TIMELY MANNER
- CONVEY DEADLINES TO SUBCONTRACTORS AND CHECK THEY ARE MET
- PROVIDE MATERIALS AND EQUIPMENT NEEDED TO COMPANY LABORERS TO PERFORM TASKS GIVEN

2015-2017

Construction Laborer -Various projects

2009 – 2015, HOME SOLUTIONS (FORT KENT, MAINE)

Carpenter's Assistant

- INSTALL KITCHEN CABINETS AND COUNTERTOPS
- LOAD UP DELIVERY TRUCK WITH ALL MATERIALS NEEDED TO COMPLETE INITIALIZATIONS
- COMMUNICATE WITH THE CUSTOMERS AND MAKE SURE ALL THEIR NEEDS ARE MET

EDUCATION

2003 – 2007 BACHELOR'S DEGREE, THE UNIVERSITY OF MAINE (Orono, Maine)

- BACHELOR'S DEGREE IN THE SCHOOL OF FORESTRY
- LEARNED HOW TO MAINTAIN AND MANAGE FOREST WOODLANDS FOR SUSTAINABILITY
- LEARNED TO FOLLOW MAINE'S WOOD LAWS AND MANAGEMENT PLANS

SKILLS

- DEVELOP AND MAINTAIN TEAM RELATIONSHIPS/GOALS
- PERFORMING TASKS EFFICIENTLY & WITH DETAIL
- SAFETY CONSCIOUS IN ALL ASPECTS OF PROJECT
- STRONG KNOWLEDGE OF TIME MANAGEMENT WITH ALL TASKS
- PROACTIVE THINKER

REFERENCES AVAILABLE UPON REQUEST

Balance Sheet

Period 9 At September 2023

Assets**Current Assets**

BANK OF NH CHECKING	\$570,864.40	
CASH - SWEEP	4,925,707.63	
CASH - MONEY MARKET BNH	354,817.19	
A/R - TRADE	4,850,624.85	
ALLOWANCE BAD DEBTS	(35,000.00)	
EMPLOYEE RECEIVABLE	26,952.00	
CONTRACT ASSETS	83,039.00	
PREPAID EXPENSES	5,753.81	
COST IN EXCESS BILLG	134,908.00	
	<hr/>	
Total Current Assets:		\$10,917,666.88

Long Term Assets

MACHINERY/EQUIPMENT	1,838,101.68	
OFFICE EQUIPMENT	53,175.22	
ACC DEP - M & E	(1,661,836.60)	
ACC DEP- OFFICE EQUIPMENT	(51,790.16)	
VEHICLES/TRUCK	211,982.42	
ACC DEP-VEHICLES/TRK	(145,282.20)	
	<hr/>	
Total Long Term Assets:	244,350.36	

Net Long Term Assets:		244,350.36
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Total Assets:		\$11,162,017.24
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Liabilities**Current Liabilities**

A/P - TRADE	4,614,782.25
A/P DEPT HUMAN SERV	(34.88)

Balance Sheet

10/17/23

Continued...

401k Payable	148.92	
FICA -EMPLOYER	21,092.24	
ACCR'D NH BET/BPT	(31,612.00)	
ACCRUED FICA	4,552.79	
ACCR'D FUTA	(1,296.54)	
FICA MED EMPLOYEE	(21,092.24)	
ACCR'D SUTA -NH	(1,513.00)	
ACCR'D SUTA -ME	(5,053.43)	
ACC'D SUTA -MA	7.46	
ACCR'D D/L PAYROLL	37,238.50	
401k Payable Acct	(2.09)	
FIT W/H	(0.16)	
Workers Comp Payable	88,019.16	
Health Insurance Payable	20,363.21	
BILLINGS EXCESS COST	3,334,935.00	
NOTES PYBLE-OFFICER	(1,946,006.64)	
Total Current Liabilities:		6,114,528.55
		<hr/>
Total Liabilities:		6,114,528.55

Equity

Equity/Capital

CAPITAL STOCK	50.00	
PAID-IN CAPITAL	163,110.00	
RETAINED EARNINGS	2,899,926.58	
Subtotal Equity/Capital:	3,063,086.58	
		<hr/>
Current Profit (Loss):	1,984,402.11	
		<hr/>
Total Equity/Capital:		5,047,488.69
		<hr/>
Total Liabilities + Equity:		\$11,162,017.24
		<hr/> <hr/>

SECTION 00 45 19

NON-COLLUSION AFFIDAVIT

_____Heath J. Todd_____, being duly sworn, depose and, under the penalty of perjury, say that the following is true:

1. I am the person responsible within my firm for the final decision as to the price(s) and amount of this Bid or, if not, that I have written authorization, enclosed herewith, from that person to make the statements set out below on his or her behalf and on the behalf of my firm.
2. The price(s) and amount of this Bid have been arrived at independently, without collusion, consultation, communication, or agreement for the purpose of restricting competition with any other contractor, competitor, Bidder, or potential Bidder.
3. Unless otherwise required by law, neither the price(s) nor the amount of this Bid have been disclosed to any other firm or person who is a Bidder, competitor, or potential Bidder on the Project, and will not be so disclosed either directly or indirectly prior to Bid opening.
4. No attempt has been made or will be made to solicit, cause, or induce any firm, partnership, corporation, or person to submit or not submit a Bid on this Project, or to submit a Bid higher than the Bid of this firm, or submit an intentionally high or noncompetitive Bid or other form of complementary Bid, or for the purpose of restricting competition.
5. The Bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary Bid.
6. My firm has not offered or entered into a subcontracting agreement regarding the purchase of materials or services from any firm or person, or offered, promised, or paid cash or anything of value to any firm or person, whether in connection with this or any other Project, in consideration for an agreement or promise by any firm or person to refrain from proposing or to submit a complementary Bid on the Project.
7. My firm has not accepted nor been promised any subcontract or agreement regarding the sale of materials or services to any firm or person, and has not been promised or paid cash or anything of value to any firm or person, whether in connection with this or any other project, in consideration for my firm's submitting a complementary Bid or agreeing to do so, on the Project.

0232616.01
Issue Date: August 2023

OOB WWTF & PS Upgrades Project
Town of Old Orchard Beach, ME

8. I have made a diligent inquiry of all members, officers, employees, and agents of my firm with responsibilities relating to the preparation, approval, or submission of my firm's Bid on the Project and have been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act, or other conduct inconsistent with any of the statements and representations made in this affidavit.

Apex Construction, Inc.

Company Name



Signature

President

Company Position

Date: 10/26/23

Attest: 

Jill K. Mailhoit, Office Manager

Date: 10/26/2023

END OF SECTION



Disadvantaged Business Enterprise Program (DBE) Subcontractor Utilization Form

This form is intended to capture the prime contractor's actual and/or anticipated use of identified certified DBE¹ subcontractors² and the estimated dollar amount of each subcontract. An EPA Financial Assistance Agreement Recipient must require its prime contractors to complete this form and include it in the bid or proposal package. Prime contractors should also maintain a copy of this form on file.

Prime Contractor Name Apex Construction, Inc.		Project Name Town of Old Orchard Beach, ME - WWTF & PS Upgrades Project	
Bid /Proposal No. 0232616.01	Assistance Agreement ID No. (if known)	Point of Contact Jeff Todd	
Address 361 Route 108, Unit 1, Somersworth, NH 03878			
Telephone No. 603-330-3600		Email Address jeff@apex-constructioninc.com	
Issuing/Funding Entity:			

I have identified potential DBE certified subcontractors	___ YES	_X_ NO	
If yes, please complete the table below. If no, please explain:			
Subcontractor Name/ Company Name	Company Address/Phone/Email	Est. Dollar Amt.	Currently DBE Certified?

Continue on back if needed

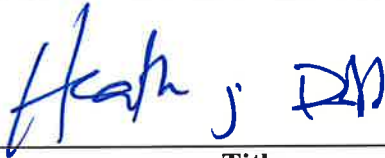
¹A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

²Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award or financial assistance.



Disadvantaged Business Enterprise Program (DBE) Subcontractor Utilization Form

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Section 33.202 (c).

Prime Contractor Signature	Print Name
	Heath J. Todd
Title	Date
President	10/28/23



MAINE

Department of the Secretary of State
Bureau of Corporations, Elections and Commissions

Corporate Name Search

Information Summary

[Subscriber activity report](#)

This record contains information from the CEC database and is accurate as of: Tue Oct 17 2023 13:45:51. Please print or save for your records.

Legal Name	Charter Number	Filing Type	Status
APEX CONSTRUCTION, INC.	20000963 F	BUSINESS CORPORATION (FOREIGN)	GOOD STANDING

Filing Date	Expiration Date	Jurisdiction
03/23/2000	N/A	NEW HAMPSHIRE

Other Names (A=Assumed ; F=Former)

NONE

Clerk/Registered Agent

C T CORPORATION SYSTEM
100 SECOND AVENUE
AUGUSTA, ME 04330

[New Search](#)

Click on a link to obtain additional information.

List of Filings

[View list of filings](#)

Obtain additional information:

Certificate of Existence ([more info](#))

[Short Form without amendments \(\\$30.00\)](#)

You will need Adobe Acrobat version 3.0 or higher in order to view PDF files. If you encounter problems, visit the [troubleshooting page](#).



If you encounter technical difficulties while using these services, please contact the [Webmaster](#). If you are unable to find the information you need through the resources provided on this web site, please contact the Division of Corporations, UCC & Commissions Reporting and Information Section at 207-624-7752 or [e-mail](#).

Apex Construction, Inc
361 Route 108 Unit 1
Somersworth, NH 03878

CERTIFICATE OF RESOLUTION

Authorizing and Empowering Corporation Officer to Submit Bids and Enter into Contracts on Behalf of Corporation From Time to Time

I, Jeffrey R. Todd, the duly elected and acting CLERK OF Apex Construction, Inc., do hereby certify that at a meeting of Stockholders and Board of Directors of said Corporation, duly called and held at the office of the Company in Somersworth, NH, on December 31, 2021 at 10:00 o'clock in the morning, at which all stockholders and Directors were present and voted, the following resolution was, upon motion duly made and seconded and unanimously carried, adopted:

VOTED and Resolved that the President, Heath Todd, is hereby authorized and empowered for and on behalf of Apex Construction, Inc., to enter into and perform all manner and kinds of contracts, agreements and obligations for any lawful purpose by or with any person, firm, association, corporation, or governmental division or subdivision and is designated and authorized to individually execute any and all instruments as may be necessary to bind Apex Construction, Inc. This authorization to remain in effect until such time as same is rescinded by a majority vote of the stockholders and directors at a duly called meeting of this company.

I hereby certify that the foregoing Resolution is a true and correct copy of the Resolution recorded in and reflected by the minutes of this Corporation in my custody, which Resolution has not been rescinded or amended.

10/26/23
Date

Jeffrey R. Todd
Jeffrey R. Todd
Clerk

State of New Hampshire
Strafford County

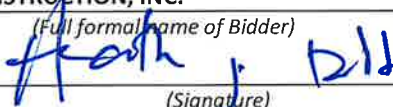
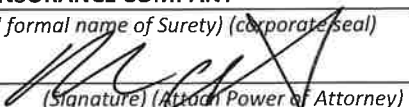
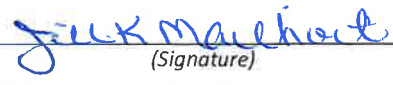
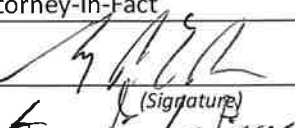
Personally appeared the above named Jeffrey R. Todd, Clerk as aforesaid, and acknowledged the foregoing instrument by him signed and sealed, to be his free act and deed.

10/26/23
Date

Jill K. Mailhoit
Notary Public

JILL K. MAILHOIT
Notary Public - New Hampshire
My Commission Expires February 20, 2024

BID BOND (PENAL SUM FORM)

Bidder Name: APEX CONSTRUCTION, INC. Address (principal place of business): 361 Route 108, Unit 1 Somersworth, NH 03878	Surety Name: BERKLEY INSURANCE COMPANY Address (principal place of business): AGENCY: P.O. Box 511 Concord, NH 03302-0511
Owner Name: TOWN OF OLD ORCHARD BEACH Address (principal place of business): 1 Portland Avenue Old Orchard Beach, ME 04064	Bid Project (name and location): OLD ORCHARD BEACH WWTF& PS UPGRADES PROJECT, OLD ORCHARD BEACH, MAINE Bid Due Date: October 19th, 2023
Bond Penal Sum: FIVE PERCENT OF AMOUNT BID Date of Bond: October 19th, 2023	
Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.	
Bidder APEX CONSTRUCTION, INC. <small>(Full formal name of Bidder)</small>	Surety BERKLEY INSURANCE COMPANY <small>(Full formal name of Surety) (Corporate Seal)</small>
By: <u></u> <small>(Signature)</small>	By: <u></u> <small>(Signature) (Attach Power of Attorney)</small>
Name: <u>Heath J. Todd</u> <small>(Printed or typed)</small>	Name: <u>Michael P. O'Brien</u> <small>(Printed or typed)</small>
Title: <u>President</u>	Title: <u>Attorney-In-Fact</u>
Attest: <u></u> <small>(Signature)</small>	Attest: <u></u> <small>(Signature)</small>
Name: <u>Jill K. Mailhot</u> <small>(Printed or typed)</small>	Name: <u>Barry P. Chatham</u> <small>(Printed or typed)</small>
Title: <u>Office Manager</u>	Title: <u>V.P.</u>
<small>Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.</small>	

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation will be null and void if:
 - 3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2. All Bids are rejected by Owner, or
 - 3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions does not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond will be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder must be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

POWER OF ATTORNEY
BERKLEY INSURANCE COMPANY
WILMINGTON, DELAWARE

WARNING -- Any unauthorized reproduction or alteration of this document is prohibited. This power of attorney is void unless seals are readable and the certification seal at the bottom is embossed. The background imprint, warning and verification instructions (on reverse) must be in blue ink.

NOTICE: The warning found elsewhere in this Power of Attorney affects the validity thereof. Please review carefully.

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: Daniel E. Church; Paula J. Cantara; Michael P. O'Brien; Christine M. Hosmer; Ryan Stevens; Gary P. LaPierre; Matthew R. Blaisdell; Mark J. Stevens; or Gary R. Mayo of The Rowley Agency, Inc. of Concord, NH its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed One Hundred Million and 00/100 U.S. Dollars (U.S.\$100,000,000.00), to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 31st day of March, 2022.

Attest:
By Ira S. Lederman
Executive Vice President & Secretary

Berkley Insurance Company
By Jeffrey M. Hafter
Senior Vice President

WARNING: THIS POWER INVALID IF NOT PRINTED ON BLUE "BERKLEY" SECURITY PAPER.

STATE OF CONNECTICUT)
) ss:
COUNTY OF FAIRFIELD)

Sworn to before me, a Notary Public in the State of Connecticut, this 31st day of March, 2022, by Ira S. Lederman and Jeffrey M. Hafter who are sworn to me to be the Executive Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

MARIA C RUNDRAKEN
NOTARY PUBLIC
CONNECTICUT
MY COMMISSION EXPIRES
APRIL 30, 2024

Maria C. Rundraken
Notary Public, State of Connecticut

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this 19th day of October, 2023.

(Seal)

Vincent P. Forte

AGENDA ITEM #8105

Discussion with Action: Convey foreclosed property identified as 2 POND VIEW ROAD, Parcel Number 00105-00004-00016 to owners of record JEANETTE FRENETTE, for the total amount of \$40,348.76 in outstanding taxes and accumulated interest, due on the effective date of conveyance, FY15, FY16, FY17, FY18, FY19, FY20, FY21, FY22, FY23, FY24 including estimated taxes for FY25, plus any legal costs incurred by the Town of Old Orchard Beach, and delegate to the Town Treasurer the authority to sign all documents and undertake all actions necessary to accomplish the same.

Chair: Shawn O'Neill

TOWN OF OLD ORCHARD BEACH



Real Estate Tax Statement

Parcel: 00105-00004-00016

Location: 2 POND VIEW RD

Owner:
 FRENETTE JEANETTE
 2 POND VIEW RD
 OLD ORCHARD BCH ME 04064

Status:
 Total 3.700
 Deferr .000
 Land Valuation: 145,200
 Building Valuation: 124,300
 Exemptions: 0
 Taxable Valuation: 269,500
 Interest Per Diem: 5.19

Legal Description:
 & BK 7169 PG 327

Deed Date: 05/04/1982

Book/Page: 2977/0205

Interest Date: 02/20/2024

Year	Type	Bill			
2024	RE-R	740			
Inst	Charge	Billed	Principal Due	Interest Due	Total Due
1	RE TAX AMT	1,536.15	1,536.15	25.59	1,561.74
		1,536.15	1,536.15	25.59	1,561.74
2	RE TAX AMT	1,536.15	1,536.15	0.00	1,536.15
		1,536.15	1,536.15	0.00	1,536.15
Year Totals		3,072.30	3,072.30	25.59	3,097.89

Year	Type	Bill			
2023	TL-R	67			
Inst	Charge	Billed	Principal Due	Interest Due	Total Due
1	REAL ESTAT	3,035.52	3,035.52	98.80	3,134.32
	30 DAY FEE	3.00	3.00	0.00	3.00
	MAIL	8.10	8.10	0.00	8.10
	LIEN COST	51.00	51.00	0.00	51.00
	INT.AT LIE	78.67	78.67	0.00	78.67
		3,176.29	3,176.29	98.80	3,275.09
Year Totals		3,176.29	3,176.29	98.80	3,275.09

Year	Type	Bill			
2022	TL-R	42			
Inst	Charge	Billed	Principal Due	Interest Due	Total Due
1	REAL ESTAT	3,218.57	3,218.57	298.40	3,516.97
	30 DAY FEE	3.00	3.00	0.00	3.00
	MAIL	7.23	7.23	0.00	7.23
	INT.AT LIE	123.54	123.54	0.00	123.54
		3,352.34	3,352.34	298.40	3,650.74
Year Totals		3,352.34	3,352.34	298.40	3,650.74

TOWN OF OLD ORCHARD BEACH



Real Estate Tax Statement

Year	Type	Bill
2021	TL-R	13

Inst	Charge	Billed	Principal Due	Interest Due	Total Due
1	REAL ESTAT	2,932.88	2,932.88	596.54	3,529.42
	MAIL	7.23	7.23	0.00	7.23
	30 DAY FEE	3.00	3.00	0.00	3.00
	LIEN COST	51.00	51.00	0.00	51.00
	INT.AT LIE	127.12	127.12	0.00	127.12
		<u>3,121.23</u>	<u>3,121.23</u>	<u>596.54</u>	<u>3,717.77</u>
Year Totals		3,121.23	3,121.23	596.54	3,717.77

Year	Type	Bill
2020	TL-R	89

Inst	Charge	Billed	Principal Due	Interest Due	Total Due
1	REAL ESTAT	2,721.16	2,721.16	866.89	3,588.05
	MAIL	7.23	7.23	0.00	7.23
	30 DAY FEE	3.00	3.00	0.00	3.00
	LIEN COST	51.00	51.00	0.00	51.00
	INT.AT LIE	76.97	76.97	0.00	76.97
		<u>2,859.36</u>	<u>2,859.36</u>	<u>866.89</u>	<u>3,726.25</u>
Year Totals		2,859.36	2,859.36	866.89	3,726.25

Year	Type	Bill
2019	TL-R	57

Inst	Charge	Billed	Principal Due	Interest Due	Total Due
1	REAL ESTAT	2,838.15	2,838.15	1,036.97	3,875.12
	MAIL	7.23	7.23	0.00	7.23
	30 DAY FEE	3.00	3.00	0.00	3.00
	LIEN COST	51.00	51.00	0.00	51.00
	INT.AT LIE	124.65	124.65	0.00	124.65
	LIEN CERT	7.23	7.23	0.00	7.23
		<u>3,031.26</u>	<u>3,031.26</u>	<u>1,036.97</u>	<u>4,068.23</u>
Year Totals		3,031.26	3,031.26	1,036.97	4,068.23

Year	Type	Bill
2018	TL-R	57

Inst	Charge	Billed	Principal Due	Interest Due	Total Due
1	REAL ESTAT	2,819.72	2,819.72	1,105.33	3,925.05
	MAIL	7.23	7.23	0.00	7.23
	30 DAY FEE	3.00	3.00	0.00	3.00
	LIEN COST	51.00	51.00	0.00	51.00
	INT.AT LIE	116.00	116.00	0.00	116.00
	LIEN CERT	7.23	7.23	0.00	7.23
		<u>3,004.18</u>	<u>3,004.18</u>	<u>1,105.33</u>	<u>4,109.51</u>
Year Totals		3,004.18	3,004.18	1,105.33	4,109.51

TOWN OF OLD ORCHARD BEACH



Real Estate Tax Statement

Year	Type	Bill
2017	TL-R	65

Inst	Charge	Billed	Principal Due	Interest Due	Total Due
1	REAL ESTAT	2,770.43	2,770.43	1,294.81	4,065.24
	MAIL	7.23	7.23	0.00	7.23
	30 DAY FEE	3.00	3.00	0.00	3.00
	LIEN COST	51.00	51.00	0.00	51.00
	INT.AT LIE	103.34	103.34	0.00	103.34
	LIEN CERT	7.23	7.23	0.00	7.23
		2,942.23	2,942.23	1,294.81	4,237.04

Year Totals		2,942.23	2,942.23	1,294.81	4,237.04
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Year	Type	Bill
2016	TL-R	58

Inst	Charge	Billed	Principal Due	Interest Due	Total Due
1	REAL ESTAT	2,615.51	2,615.51	1,393.96	4,009.47
	MAIL	7.23	7.23	0.00	7.23
	30 DAY FEE	3.00	3.00	0.00	3.00
	LIEN COST	51.00	51.00	0.00	51.00
	INT.AT LIE	104.83	104.83	0.00	104.83
	LIEN CERT	7.23	7.23	0.00	7.23
	LIEN CERT	7.23	7.23	0.00	7.23
		2,796.03	2,796.03	1,393.96	4,189.99

Year Totals		2,796.03	2,796.03	1,393.96	4,189.99
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Year	Type	Bill
2015	TL-R	60

Inst	Charge	Billed	Principal Due	Interest Due	Total Due
1	REAL ESTAT	2,563.82	2,563.82	458.97	3,022.79
	30 DAY FEE	3.00	3.00	0.00	3.00
	MAIL	7.23	7.23	0.00	7.23
	LIEN COST	51.00	51.00	0.00	51.00
	INT.AT LIE	105.47	105.47	0.00	105.47
	LIEN CERT	7.23	7.23	0.00	7.23
	LIEN CERT	7.23	7.23	0.00	7.23
		2,744.98	2,744.98	458.97	3,203.95

Year Totals		2,744.98	2,744.98	458.97	3,203.95
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Grand Totals		30,100.20	30,100.20	7,176.26	37,276.46
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** End of Report - Generated by Gidgette Dupuis **

(+ F425) \$ 3,072.30

Total \$ 40,348.76

AGENDA ITEM #8106

Discussion with Action: Approve the quote from Mechanical Solutions Incorporated for the purchase of a Hydromatic 5hp wastewater pump in the amount of \$5,507.00 from account #30181-50551 Sewer Reserve with a balance of \$999,567.23.

Chair: Shawn O'Neill

Council Information

Department: Wastewater

Meeting date: February 20, 2024

Subject: Purchase spare pump for Dune Grass 200 pump station

Commentary: The department recently used the spare pump on hand to replace one of the pumps at the station. The department makes a practice of keeping spare pumps for each pump station. This purchase would allow us to keep a spare pump in stock.

Information included: Proposal from Mechanical Solutions Incorporated in the amount of \$5,507.00.

Recommendation: Approve proposal from Mechanical Solutions Incorporated in the amount of \$5,507.00.

Discussion with action:

Respectively submitted by,

Christopher White

Wastewater and Public Works Superintendent



Mechanical Solutions Inc.

130 Utopia Rd. #6 ~ Manchester, CT 06042
P.O. Box 848
(860) 290-1564 ~ Fax (860) 290-1825
www.msipump.com

Tuesday, February 13, 2024

Attention: Jay – Old Orchard Beach
Reference: Hydromatic S4N

Dear Jay:

We propose to furnish the following equipment for your consideration:

Item	Qty	Description	Weight	Unit Cost
A	1	Hydromatic Model S4N500M3-4, 5HP, 230V- 3P. p/n 514230317	195	\$5,507.00

Note: Quote Valid for 30 days.

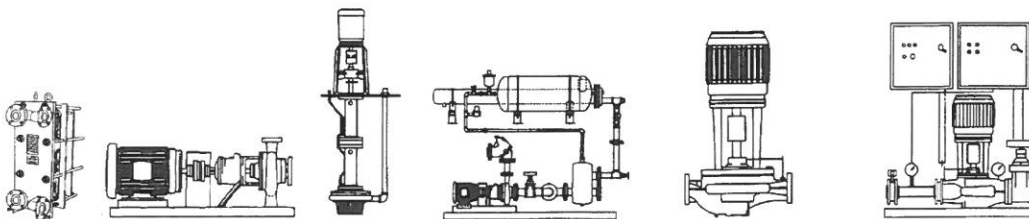
Freight: Freight is not included.

Shipment: 5 - 7 Weeks from time of release of order.

Terms: Net 30 Days. There will be a minimum 25% restocking fee for all returned or cancelled items. Mechanical Solutions is not responsible for liquidated damages.

If you have any questions, please do not hesitate to call me at any time.

Thank you,
Julie x 101



AGENDA ITEM #8107

Discussion with Action: Renew the liquor license for RAR SURFSIDE INC, Steve Cowan and Michelle Cowan, Royal Anchor Resort, (202-1-5), 203 East Grand Avenue, m-s-v in a hotel – food optional.

Chair: Shawn O’Neill

AGENDA ITEM #8108

Discussion with Action: Approve the Special Event Permit application for the Eastern Trail Alliance to hold the "Maine Lighthouse Bike Ride" Saturday, September 7th, 2024, from 7 a.m. to 3 p.m.; Rest stop in Memorial Park and Heath Street. Insurance, listing the Town of Old Orchard Beach as additionally insured, to be provided at least one month prior to the event.

Chair: Shawn O'Neill

APPLICATION INFORMATION

PLEASE SUBMIT A **COMPLETE** APPLICATION A MINIMUM OF **30 CALENDAR DAYS** PRIOR TO THE EVENT.

1. Name of applicant Eastern Trail Alliance - Patti Poole

Address of applicant PO Box 250 Saco ME 04072
City State Zip

Phone number of applicant (207) 284-9260 Fax ()

Cell phone (207) 332-7575 E-mail patti@easterntrail.org

On whose behalf is this event being conducted? (Organization, Firm, Corporation, if applicable)

Eastern Trail Alliance

Website address (if an Organization, Firm or Corporation) easterntrailalliance.org

Type of Event:

- Festival/Fair
- Race/Walk/Bike Ride
- Concert
- Parade/March
- Other - Please specify

2. Event Description (name all vendors who will provide entertainment and the type of entertainment provided)

21st annual Maine Lighthouse Ride: fundraiser for
Eastern trail Alliance, 900 cyclists - no entertainment

Will you be using tents? _____ YES NO

If yes, list size of tent and supplier, as well as what portion of the event will be taking place under the tent (i.e. cooking, sales, picnic tables, chairs, etc), and how the tent will be secured.

Will you be using staging? _____ YES NO

If yes, the following items will be used at the event (Please mark all that apply):

- Amplified Music Bleacher(s) Dance Floor(s) Live Entertainment
- Loud Speaker(s) Microphone(s) Stadium(s) Stage(s)

Other: _____

Note: If any of the above items will be used, please indicate their location on your attached Site Plan/Map. Use of the above items may require the Event Organizer to meet ADA regulations.

3. Chairperson and/or responsible party for the event, if other than above:
(Include information how this person may be contacted at any time during the event).

Name Patti Poole Work Phone (307) 332-7575

Address Po Box 250 Saco ME 04072
City State Zip

Cell phone (307) 332-7575 Fax () _____

E-mail patti@easterntrail.org

4. SET-UP Date for Event 9/7/2023 ^{2024 (per Patti)} Day of Week Sat from 7AM to 3PM

Date of Event _____ Day of Week _____ from _____ to _____

Date of Event _____ Day of Week _____ from _____ to _____

Date of Event _____ Day of Week _____ from _____ to _____

Date of Event _____ Day of Week _____ from _____ to _____

TAKE-DOWN date _____ Day of Week _____ from _____ to _____

RAIN DATE(s) none Times _____
(if rain date listed, insurance must list rain date)

5. Location of the Event Veterans Memorial Park - First & Heath St.
(if applicable, a map or diagram showing the area to be used, or parade route)

6. The estimated number of participants in the event
_____ 0-150; _____ 150-500; 500-1000; _____ 1,000+

7. If a parade or public gathering, will it occupy any or all of the roadway involved or to be traversed? (if yes, explain). Use extra sheet of paper to describe exact route of parade, including any water stops.

no

8. Will the sale of food and/or beverages occur at the event? no If yes, describe the commodities to be sold.

- Alcoholic Beverages (only at Ballpark, using Ballpark Licensee) Pot Luck Items
- Professional Catering Non-Profit Food Vendors Retail Food Vendors

9. Will there be merchandise sold at the event? YES no NO

Description of merchandise _____

10. Is the event a Charitable event? YES NO

Is this event co-sponsored by the Town of Old Orchard Beach? YES NO

If this event a Regional School Unit #23 event? Yes NO

(The request for a waiver can only be requested if the event is a RSU #23 event or sponsored or co-sponsored by the Town of Old Orchard Beach).

11. If the event is charitable, name the beneficiary of the proceeds from the event:

Eastern Trail Alliance

12. List any Event Sponsors:

Will admission be charged for the event? YES NO

Will participants be charged for parking? YES NO

13. Has this event been held previously in Old Orchard Beach?

YES (if yes, please list dates): annually since 2003 except for 2020
 NO

14. What is the applicant doing to ensure the event will not endanger the public safety or disturb the peace? Describe your plans for security at your event, including crowd control (attach additional sheets if necessary). Security plan will need final approval by the Old Orchard Beach Police Department and they have final say in appropriate number and type of security personnel required. Must include at least one Old Orchard Beach Police Officer, if security is required. Costs associated with security are the sole responsibility of the event organizer.

Please describe your security plan (including your plans for controlling ingress/egress of all persons, vehicles, equipment, and Emergency Medical Services) :

volunteer traffic guides with safety vests

Additional Uniformed presence provided by: Off-Duty Police Officers; Private Security;
 Volunteers

Times: 7 AM - 3 PM How many? _____

If you have already made contact with someone about security, provide the contact name and number:

Name: _____ Phone Number: _____

Please list any items that will be left overnight. If equipment will be left on-site overnight, provide details for personal property safety and security of site: (Note that the event organizer is solely responsible for items left on the property. The Town assumes no responsibility for items of personal property at the location at any time)

none

Will audible devices be used at this event? ____ YES NO

If yes, what type of devices will be used? What time will they be used? (Decibel level limits are in Chapter 26 of the Code of Ordinances).

Where will the event attendees/participants park? attendees will arrive by bike; volunteers receive parking passes from the town

Will a shuttle service be provided from parking areas to the event site? ____ YES NO

If yes, please describe shuttle plan, and name of company provided service:

Will you require special parking (RV's, trailers, trucks)? ____ YES ____ NO

If yes, give details: _____

15. Describe your plans for waste disposal at your event. What arrangements have you made for removal and disposal of trash generated by your event? Please supply details of numbers and type of containers and supplier of containers that will be used. (Attach additional sheets if necessary) Costs associated with waste disposal are the sole responsibility of the event organizer. Disposal in Town trash receptacles is NOT an accepted means of disposal, and is prohibited.

will provide trash containers and remove all when done

Is the use of barricades necessary/requested for this event? no

If yes, number needed and location _____

Will it be necessary to cover street and/or parking signs for this event, or place no parking signs?

____ YES NO If yes, please describe:

Is any other public works assistance needed? access to water; please open restrooms by 7am

If using First Street or Memorial Park Parking Lot, has the applicant reserved two spaces for Amtrak Parking? n/a

16. Will there be any use of fire (i.e. tiki torches, grills, barbecues, bonfires, etc?) For Bonfires, the pit/bonfire must be pre-approved for use by the Fire Department; the wood to be burned has no paint or nails; the portable pit or bonfire can be removed or filled in after the event leaving no residue or noticeable impact; a small water extinguisher and shovel are present; at least one adult be assigned to "keep fire watch" at all times. Note a burn permit must also be obtained from the Fire Department for the date specified on the date of the event. The Fire Department will issue a permit based on class day as listed by the Maine Forest Service. Permission may be refused or revoked if the Maine State Forestry Commission (governing body) declares a "Red Flag" day on which NO open fires may be allowed in our zone. A \$100 **cash** deposit is required for all fires to be returned to the applicant if the area is cleaned to the satisfaction of the public works department and/or fire department.
 YES NO

If yes, explain: _____

17. Describe your plans for all signage and/or decorations for the event. Please include type of signage to be used, and description of verbiage being posted on signage.
signs & pop up canopy advertising the location as a rest stop

Will this event be posting a banner on public property? YES NO

If yes, please list requested dates, dimensions of banner, wording on banner, and location (no more than two weeks prior to the event):

18. Alcohol is not allowed on public property, except as outlined in the liquor license for the Ballpark. If this is a Ballpark event, will there be alcohol available for consumption? Note, if alcohol is being served, the Town requires additional Liquor Liability Insurance (minimum \$2,000,000, listing Town of Old Orchard Beach as additionally insured): YES NO

Will the alcohol be: _____ Sold; _____ Given away; _____ Both

Describe the type of alcohol to be served, times consumption will be allowed, and plans for controlling consumption:

19. If this is a Ballpark Event, have you signed an agreement with the Ballpark Commission for use of the Ballpark? _____ Yes, it's attached No

20. Will the event involve professional fireworks? _____ YES NO
Consumer Fireworks are prohibited. If professional fireworks are requested, what is the name of the Pyrotechnics Company? _____
(If fireworks are requested, the Fire Chief or his designee must approve of the site prior to the application being submitted to the Town Council for consideration. The Pyrotechnics Company must submit the approval the Maine State Fire Marshal's Office at least one week prior to the event, and the event sponsor's insurance must list that fireworks are occurring).

What time/date will the fireworks display occur? _____

21. Will there be any kind of animals at this event? (e.g. petting zoo, pony rides, etc.) ___ YES NO

If so, please indicate the location of the animals on the Site Plan/Map.

22. Piping Plovers are state and federally protected birds that nest on beaches. There are mandatory beach management guidelines from April 1st through August 31st of each year. Will this event occur on the beach? _____ YES NO

If yes, you must contact the Public Works Department at 207-934-2250, approximately one week prior to the event. In the event there are any active piping plover nests in the vicinity of your event, you may have to move your event farther down the beach, or request permission to change the date of your event.

Piping Plover Essential Habitat: The Maine Department of Inland Fisheries and Wildlife (MDIFW) has designated two areas on Old Orchard Beach as "Essential Habitat" for nesting piping plovers. By statute, a state agency or municipal government shall not permit, license, fund, or carry out projects that will significantly alter an Essential Habitat or violate protection guidelines adopted by MDIFW. This rule is not a prohibition of all projects within areas designated as Essential Habitat. *However, projects must be reviewed by MDIFW before Town approval.*

If the event is located partly or wholly within a mapped Essential Habitat the applicant will need to coordinate with municipal staff to submit a "Request for Project Evaluation" to MDIFW. MDIFW will evaluate the final project proposal per review standards established for Essential Habitats and determine if the project would significantly alter the habitat or violate protection guidelines.

The applicant is encouraged to obtain MDIFW guidance during project planning and design. Early involvement of MDIFW will help to minimize or avoid potential conflicts, facilitate cooperation between all parties, and enable quick turnarounds on project evaluations.

23. Certificate of Insurance and Additional Insured Endorsement page must be provided to the Town of Old Orchard Beach Town Clerk's Office 30 days prior to the event date. The applicant shall at its own cost and expense furnish a policy or policies for property damage or bodily injury in the amount of at least \$500,000. The Town of Old Orchard Beach **MUST** be listed as an Additional Named Insured.

_____ Yes, it has been provided with the application; No, it will be provided at least 30 days prior to the event.

24. Is the applicant requesting the use of the RSU #23 school property (schools, parking lots, playing fields)? _____ YES NO. If yes, has the applicant received approval from RSU #23 or the date the applicant will receive approval?

SPECIAL EVENT PERMIT AGREEMENT

I, Patti Pook on behalf of Eastern Trail Alliance
(Print Applicant Contact Name) (Print Organization/Group Name)

Agree to abide by the following Special Event requirements:

1. All pre-event determined fees shall be paid at least two weeks prior to the event. I agree to pay any costs determined after the event immediately upon receipt of invoice.
2. Certificate of Insurance and Additional Insured Endorsement page must be provided to the Town Clerk's Office at least 30 days prior to the event date. The Town of Old Orchard Beach MUST be listed as an Additional Name Insured with the proper endorsement included. PP (initial)
3. To develop a comprehensive security plan in conjunction with the Old Orchard Beach Police Department.
4. Town property shall not be removed from the premises including but not limited to benches, trashcans, tables, chairs, fencing, signs, etc.
5. Premises will be left in as good a condition as received except for reasonable wear and tear. All trash will be disposed of properly within 12 hours of the end of the event. I accept responsibility for any damages that might occur during the period of use.
6. To comply will all laws, rules, and regulations of the federal, state, and Town governments governing operations and conduct on Town property.
7. This permit agreement may be terminated by the Town of Old Orchard Beach at any time upon finding a violation of any rule, ordinance, and/or condition of the permit or upon good cause shown.
8. For myself and any other persons, organizations, firms and corporations sponsoring the event, which is the subject of this permit application, jointly and severally, hereby contract and agree to pay all costs of services provided by the Town of Old Orchard Beach, in support of said event.
9. For myself and any other persons, organizations, firms, and corporations sponsoring the event which is the subject of this permit application, jointly and severally, hereby contract and agree to indemnify, defend and hold harmless the Town of Old Orchard beach, its officers and employees, against all claims, loss or liability from any claim or suit arising or alleged to have arisen from any act or omission of said applicant, its agents, invitees or other sponsor in connection with said event.

10. The facility/area is provided in an "as is" condition. The event organization assumes all responsibility for the security and safety of all participants and spectators of the event.
11. I understand that the Town of Old Orchard Beach has no responsibility for equipment and/or items of personal property at the location at any time.
12. Any misrepresentation or deviation from the final permit conditions will result in immediate revocation of the permit and halting of the event.
13. Events are considered rain/shine. Refunds are not issued if the event does not occur.
14. The permit does not authorize alcohol on any public property, including, but not limited to the beach, Memorial Park, streets and sidewalks.
15. Consumer Fireworks are illegal in Old Orchard Beach.

I have read and understand the Special Events Permit Agreement terms and conditions and I agree to be bound by said terms and conditions. I certify that the information I provided is accurate to the best of my knowledge.

Signature: Patti Poole
(authorized representative)

Date: 1/11/2024

Print name: Patti Poole

Print Organization Name (if applicable): Eastern Trail Alliance

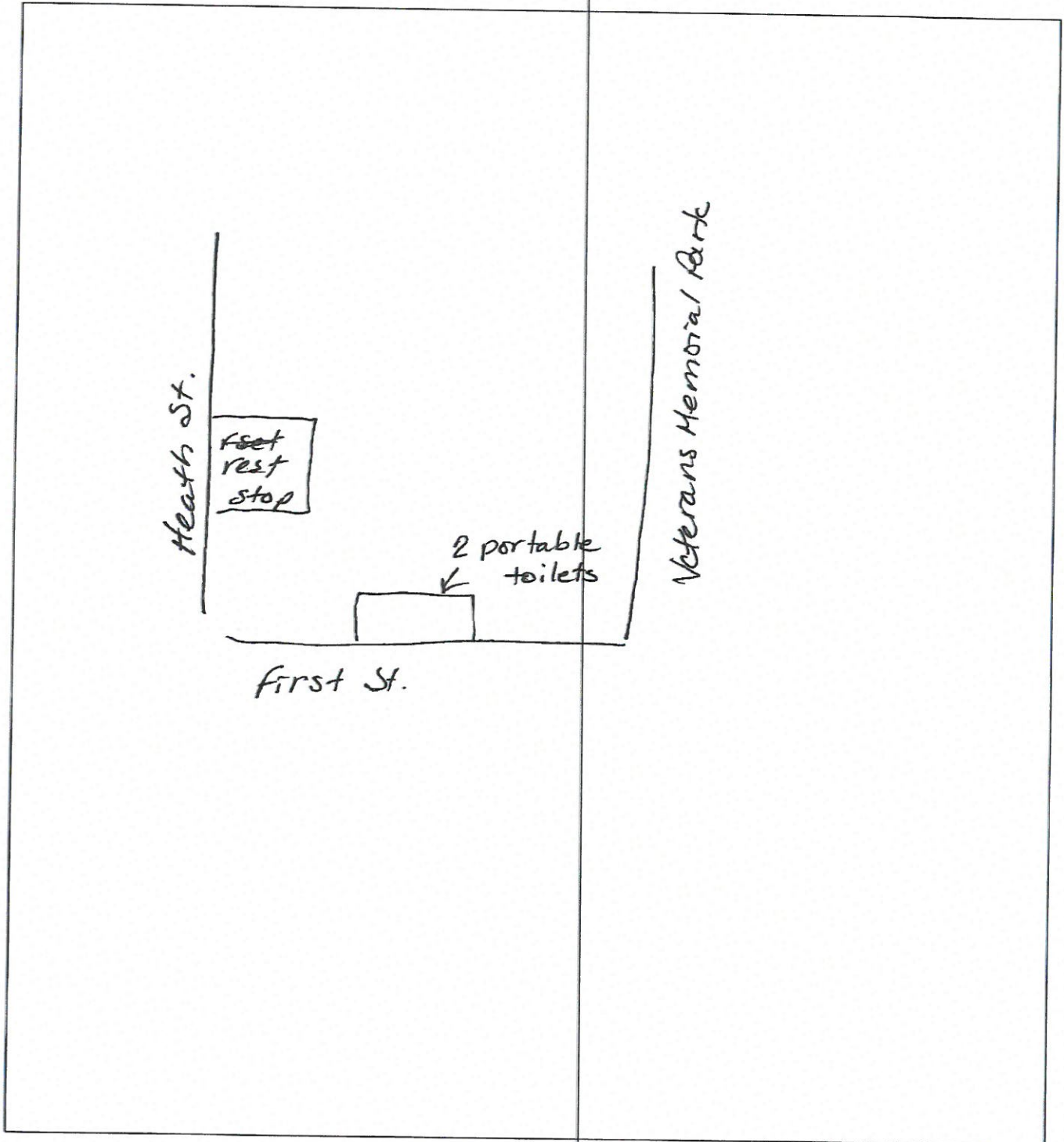
SITE PLAN SKETCH OF SPECIAL EVENT (Completed by Event Coordinator)

In the space below, please provide the following information. Attach a separate map if necessary.

General Map of Location
Event Coordinator's Booth
Tents/Stages/Grandstands
Porta Potties/Rest Rooms

Vendor Locations
Garbage Cans
Water Sources

Street Closures/Parking Information
Water/Electricity Sources
Loudspeakers



MISCELLANEOUS PAYMENT RECPT#: 615170
TOWN OF OLD ORCHARD BEACH
1 PORTLAND AVE.

OLD ORCHARD BEACH, ME 04064

DATE: 01/30/24 TIME: 08:38:48
CLERK: jeff DEPT:
CUSTOMER#:

COMMENT: MAINE LIGHTHOUSE RID

CHG: TCREC TOWN CLERK RECE 50.00

AMOUNT PAID: 50.00

PAID BY: EASTERN TRAIL ALLIAN
PAYMENT METH: CHECK
 2654

REFERENCE:

AMT TENDERED: 50.00
AMT APPLIED: 50.00
CHANGE: .00

Kim McLaughlin

From: Patti Poole <patti@eastertrail.org>
Sent: Tuesday, January 30, 2024 8:46 AM
To: Kim McLaughlin
Subject: Re: Permit application for Eastern Trail Alliance

EXTERNAL

This e-mail originated from outside of the Town of Old Orchard Beach E-mail System. **Do Not** click links or open attachments unless you recognize the sender address and know the content is safe. If in doubt, please use an alternate method to the individual who claims to be sending the email.

Yes - it should be Sep 7, 2024

Patti Poole
Office Manager
Eastern Trail Alliance
207-332-7575
patti@eastertrail.org
www.eastertrail.org

On Tue, Jan 30, 2024 at 8:44 AM Kim McLaughlin <kmclaughlin@oobmaine.com> wrote:

Patti,

The permit says September 7th, 2023. I assume the date is September 7th, 2024, but wanted to just doublecheck before I change the date.

Thank you.

Kim

From: Patti Poole <patti@eastertrail.org>
Sent: Tuesday, January 30, 2024 8:25 AM
To: Kim McLaughlin <kmclaughlin@oobmaine.com>
Subject: Re: Permit application for Eastern Trail Alliance

EXTERNAL

This e-mail originated from outside of the Town of Old Orchard Beach E-mail System. **Do Not** click links or open attachments unless you recognize the sender address and know the content is safe. If in doubt, please use an alternate method to the individual who claims to be sending the email.

Here you go. Our insurance renews in April so I won't have the certificate of insurance until then.

Patti Poole

Office Manager

Eastern Trail Alliance

207-332-7575

patti@eastertrail.org

www.eastertrail.org

On Mon, Jan 29, 2024 at 2:22 PM Kim McLaughlin <kmclaughlin@oobmaine.com> wrote:

Patti,

I have received your \$50 check. I'll be looking for your Special Event Permit.

Thank you.

Kim McLaughlin

Town Clerk

Old Orchard Beach

From: Kim McLaughlin
Sent: Friday, January 12, 2024 12:12 PM
To: 'Patti Poole' <patti@eastertrail.org>
Subject: RE: Permit application for Eastern Trail Alliance

Thank you.

Kim

From: Patti Poole <patti@eastertrail.org>
Sent: Friday, January 12, 2024 11:51 AM
To: Kim McLaughlin <kmclaughlin@oobmaine.com>
Subject: Permit application for Eastern Trail Alliance

*****EXTERNAL*****

This e-mail originated from outside of the Town of Old Orchard Beach E-mail System. **Do Not** click links or open attachments unless you recognize the sender address and know the content is safe. If in doubt, please use an alternate method to the individual who claims to be sending the email.

Hi Kim - I've attached our application for the permit for the OOB rest stop for this year's Maine Lighthouse Ride. I'll be sending the fee in when I can get the check signed.

Thanks,

Patti Poole

Office Manager

Eastern Trail Alliance

207-332-7575

patti@eastertrail.org

www.eastertrail.org

AGENDA ITEM #8109

Discussion with Action: Approve the Special Event Permit application for Maine Ultimate to hold their Beach Ultimate Frisbee Tournament on Friday, September 13th, 2024 from 2 p.m. to 6 p.m. on the beach in front of the Brunswick. Insurance, listing the Town of Old Orchard Beach as additionally insured, to be provided at least one month prior to the event.

Chair: Shawn O'Neill

ADJOURNMENT

Chair: Shawn O'Neill



Town of Old Orchard Beach Special Event Permit application

Application for Special Event Permit

Please read the following:

- All applications must be thoroughly completed. Failure to fully complete an application may result in a delay in the processing.
- This application is to be completed by the individual or authorized representative of the organization regulating the event and requesting the permit. Submission of an application does not guarantee the event will be approved. Do not publicize or promote your event until your notification of acceptance has been issued.
- All applications must be received by the Town Clerk's Office not less than thirty (30) calendar days prior to the date on which the person proposes to conduct such special event. If not received by that date, the application may be subject to non-approval for that reason.
- Special Event Permit applications require a \$50 (per day, including dates of set up/take down) **non-refundable fee** to be paid at the time application is received.
- A Special Event Permit Application will be deemed "received" on the date the Town Clerk's Office receives:
 - A completed application
 - Appropriate Insurance, listing the Town of Old Orchard Beach as additionally insured (if event is within 30 days)
 - Application fee
- Once you have completed the application, please return to the Town Clerk's Office:

Town Clerk's Office
1 Portland Avenue
Old Orchard Beach, ME 04064

If you have any questions, please contact the Town Clerk's Office at 207-934-4042 or e-mail the Town Clerk, Kim McLaughlin, at kmclaughlin@oobmaine.com

APPLICATION INFORMATION

PLEASE SUBMIT A COMPLETE APPLICATION A MINIMUM OF 30 CALENDAR DAYS PRIOR TO THE EVENT.

1. Name of applicant RICHARD T Young Jr

Address of applicant 91 Christy Rd Portland ME 04103
City State Zip

Phone number of applicant (207) 807-8727 Fax ()

Cell phone (207) 807 8727 E-mail rich@maineultimate.org

On whose behalf is this event being conducted? (Organization, Firm, Corporation, if applicable)

MAINE ULTIMATE

Website address (if an Organization, Firm or Corporation) WWW.MAINEULTIMATE.ORG

Type of Event:

- Festival/Fair
- Race/Walk/Bike Ride
- Concert
- Parade/March
- Other – Please specify

BEACH ULTIMATE

2. Event Description (name all vendors who will provide entertainment and the type of entertainment provided)

404 Beach Ultimate w/ about 100 participants.

Will you be using tents? or YES _____ NO _____

If yes, list size of tent and supplier, as well as what portion of the event will be taking place under the tent (i.e. cooking, sales, picnic tables, chairs, etc), and how the tent will be secured.

We will be supplying our own tents 16x20, 10x10, 10x10

Will you be using staging? _____ YES NO

If yes, the following items will be used at the event (Please mark all that apply):

- Amplified Music Bleacher(s) Dance Floor(s) Live Entertainment
 Loud Speaker(s) Microphone(s) Stadium(s) Stage(s)

Other: _____

Note: If any of the above items will be used, please indicate their location on your attached Site Plan/Map. Use of the above items may require the Event Organizer to meet ADA regulations.

3. Chairperson and/or responsible party for the event, if other than above:
(Include information how this person may be contacted at any time during the event).

Name RICHARD YOUNG Work Phone (207) 807 8727

Address 91 Christy Rd PORTLAND ME 04103
City State Zip

Cell phone (207) 807 8727 Fax (____)

E-mail rich @ maineUHamcode.org

4. SET-UP Date for Event _____ Day of Week _____ from _____ to _____

Date of Event SEPT 13 Day of Week THUR from 2p to 6p

Date of Event _____ Day of Week _____ from _____ to _____

Date of Event _____ Day of Week _____ from _____ to _____

Date of Event _____ Day of Week _____ from _____ to _____

TAKE-DOWN date _____ Day of Week _____ from _____ to _____

RAIN DATE(s) _____ Times _____

(if rain date listed, insurance must list rain date)

5. Location of the Event BENCH AREA NEAR THE BRUNSWICK
(if applicable, a map or diagram showing the area to be used, or parade route)

6. The estimated number of participants in the event:

0-150; _____ 150-500; _____ 500-1000; _____ 1,000+

7. If a parade or public gathering, will it occupy any or all of the roadway involved or to be traversed? (if yes, explain). Use extra sheet of paper to describe exact route of parade, including any water stops.

8. Will the sale of food and/or beverages occur at the event? NO If yes, describe the commodities to be sold.

- Alcoholic Beverages (only at Ballpark, using Ballpark Licensee) Pot Luck Items
 Professional Catering Non-Profit Food Vendors Retail Food Vendors

9. Will there be merchandise sold at the event? X YES _____ NO

Description of merchandise Possible T-Shirts

10. Is the event a Charitable event? _____ YES X NO

Is this event co-sponsored by the Town of Old Orchard Beach? _____ YES X NO

If this event a Regional School Unit #23 event? _____ Yes X NO

(The request for a waiver can only be requested if the event is a RSU #23 event or sponsored or co-sponsored by the Town of Old Orchard Beach).

11. If the event is charitable, name the beneficiary of the proceeds from the event:

12. List any Event Sponsors:

Will admission be charged for the event? X YES _____ NO
Will participants be charged for parking? _____ YES X NO

13. Has this event been held previously in Old Orchard Beach?

____ YES (if yes, please list dates): _____

 NO

14. What is the applicant doing to ensure the event will not endanger the public safety or disturb the peace? Describe your plans for security at your event, including crowd control (attach additional sheets if necessary). Security plan will need final approval by the Old Orchard Beach Police Department and they have final say in appropriate number and type of security personnel required. Must include at least one Old Orchard Beach Police Officer, if security is required. Costs associated with security are the sole responsibility of the event organizer.

Please describe your security plan (including your plans for controlling ingress/egress of all persons, vehicles, equipment, and Emergency Medical Services) :

SELF POLICING PLAYING ULTIMATE FRISBEE FROM 9-6 all day long

Additional Uniformed presence provided by: ____ Off-Duty Police Officers; ____ Private Security; ____ Volunteers

Times: _____ How many? _____

If you have already made contact with someone about security, provide the contact name and number:

Name: _____ Phone Number: _____

Please list any items that will be left overnight. If equipment will be left on-site overnight, provide details for personal property safety and security of site: (Note that the event organizer is solely responsible for items left on the property. The Town assumes no responsibility for items of personal property at the location at any time)

CONES ON BEACH TENTS PLACED IN SECURE SPOT

Will audible devices be used at this event? YES NO

If yes, what type of devices will be used? What time will they be used? (Decibel level limits are in Chapter 26 of the Code of Ordinances).

SMALL PA SYSTEM FOR MUSIC & ANNOUNCEMENTS

Where will the event attendees/participants park? PUBLIC PARK WILL ENCOURAGE

CARPOOLING

Will a shuttle service be provided from parking areas to the event site? YES NO

If yes, please describe shuttle plan, and name of company provided service:

Will you require special parking (RV's, trailers, trucks)? YES NO

If yes, give details: _____

15. Describe your plans for waste disposal at your event. What arrangements have you made for removal and disposal of trash generated by your event? Please supply details of numbers and type of containers and supplier of containers that will be used. (Attach additional sheets if necessary) Costs associated with waste disposal are the sole responsibility of the event organizer. Disposal in Town trash receptacles is NOT an accepted means of disposal, and is prohibited.

WE PARTNER W/ LOCAL WASTE COMPANY

Is the use of barricades necessary/requested for this event? NO

If yes, number needed and location _____

Will it be necessary to cover street and/or parking signs for this event, or place no parking signs?

YES NO If yes, please describe:

Is any other public works assistance needed? NO

If using First Street or Memorial Park Parking Lot, has the applicant reserved two spaces for Amtrak Parking? _____.

16. Will there be any use of fire (i.e. tiki torches, grills, barbecues, bonfires, etc?) For Bonfires, the pit/bonfire must be pre-approved for use by the Fire Department; the wood to be burned has no paint or nails; the portable pit or bonfire can be removed or filled in after the event leaving no residue or noticeable impact; a small water extinguisher and shovel are present; at least one adult be assigned to "keep fire watch" at all times. Note a burn permit must also be obtained from the Fire Department for the date specified on the date of the event. The Fire Department will issue a permit based on class day as listed by the Maine Forest Service. Permission may be refused or revoked if the Maine State Forestry Commission (governing body) declares a "Red Flag" day on which NO open fires may be allowed in our zone. A \$100 cash deposit is required for all fires to be returned to the applicant if the area is cleaned to the satisfaction of the public works department and/or fire department.

____ YES NO

If yes, explain: _____

17. Describe your plans for all signage and/or decorations for the event. Please include type of signage to be used, and description of verbiage being posted on signage.

4 field signs that have field number and MU logo. Trainer Sign, Tourney Control sign. All have MU logo

Will this event be posting a banner on public property? YES _____ NO

If yes, please list requested dates, dimensions of banner, wording on banner, and location (no more than two weeks prior to the event):

18. Alcohol is not allowed on public property, except as outlined in the liquor license for the Ballpark. If this is a Ballpark event, will there be alcohol available for consumption? Note, if alcohol is being served, the Town requires additional Liquor Liability Insurance (minimum \$2,000,000, listing Town of Old Orchard Beach as additionally insured): _____ YES NO

Will the alcohol be: _____ Sold; _____ Given away; _____ Both

Describe the type of alcohol to be served, times consumption will be allowed, and plans for controlling consumption:

19. If this is a Ballpark Event, have you signed an agreement with the Ballpark Commission for use of the Ballpark? _____ Yes, it's attached _____ No

20. Will the event involve professional fireworks? _____ YES NO
Consumer Fireworks are prohibited. If professional fireworks are requested, what is the name of the Pyrotechnics Company? _____
(If fireworks are requested, the Fire Chief or his designee must approve of the site prior to the application being submitted to the Town Council for consideration. The Pyrotechnics Company must submit the approval the Maine State Fire Marshal's Office at least one week prior to the event, and the event sponsor's insurance must list that fireworks are occurring).

What time/date will the fireworks display occur? _____

21. Will there be any kind of animals at this event? (e.g. petting zoo, pony rides, etc.) ___ YES NO

If so, please indicate the location of the animals on the Site Plan/Map.

22. Piping Plovers are state and federally protected birds that nest on beaches. There are mandatory beach management guidelines from April 1st through August 31st of each year. Will this event occur on the beach? YES _____ NO

If yes, you must contact the Public Works Department at 207-934-2250, approximately one week prior to the event. In the event there are any active piping plover nests in the vicinity of your event, you may have to move your event farther down the beach, or request permission to change the date of your event.

Piping Plover Essential Habitat: The Maine Department of Inland Fisheries and Wildlife (MDIFW) has designated two areas on Old Orchard Beach as "Essential Habitat" for nesting piping plovers. By statute, a state agency or municipal government shall not permit, license, fund, or carry out projects that will significantly alter an Essential Habitat or violate protection guidelines adopted by MDIFW. This rule is not a prohibition of all projects within areas designated as Essential Habitat. *However, projects must be reviewed by MDIFW before Town approval.*

If the event is located partly or wholly within a mapped Essential Habitat the applicant will need to coordinate with municipal staff to submit a "Request for Project Evaluation" to MDIFW. MDIFW will evaluate the final project proposal per review standards established for Essential Habitats and determine if the project would significantly alter the habitat or violate protection guidelines.

The applicant is encouraged to obtain MDIFW guidance during project planning and design. Early involvement of MDIFW will help to minimize or avoid potential conflicts, facilitate cooperation between all parties, and enable quick turnarounds on project evaluations.

23. Certificate of Insurance and Additional Insured Endorsement page must be provided to the Town of Old Orchard Beach Town Clerk's Office 30 days prior to the event date. The applicant shall at its own cost and expense furnish a policy or policies for property damage or bodily injury in the amount of at least \$500,000. The Town of Old Orchard Beach MUST be listed as an Additional Named Insured.

_____ Yes, it has been provided with the application; X No, it will be provided at least 30 days prior to the event.

24. Is the applicant requesting the use of the RSU #23 school property (schools, parking lots, playing fields)? _____ YES X NO. If yes, has the applicant received approval from RSU #23 or the date the applicant will receive approval?

SPECIAL EVENT PERMIT AGREEMENT

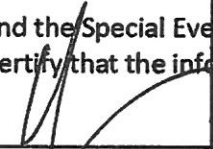
I, RICHARD T YOUNG JR on behalf of MAINE ULTIMATE
(Print Applicant Contact Name) (Print Organization/Group Name)

Agree to abide by the following Special Event requirements:

1. All pre-event determined fees shall be paid at least two weeks prior to the event. I agree to pay any costs determined after the event immediately upon receipt of invoice.
2. Certificate of Insurance and Additional Insured Endorsement page must be provided to the Town Clerk's Office at least 30 days prior to the event date. The Town of Old Orchard Beach MUST be listed as an Additional Name Insured with the proper endorsement included. PY (Initial)
3. To develop a comprehensive security plan in conjunction with the Old Orchard Beach Police Department.
4. Town property shall not be removed from the premises including but not limited to benches, trashcans, tables, chairs, fencing, signs, etc.
5. Premises will be left in as good a condition as received except for reasonable wear and tear. All trash will be disposed of properly within 12 hours of the end of the event. I accept responsibility for any damages that might occur during the period of use.
6. To comply will all laws, rules, and regulations of the federal, state, and Town governments governing operations and conduct on Town property.
7. This permit agreement may be terminated by the Town of Old Orchard Beach at any time upon finding a violation of any rule, ordinance, and/or condition of the permit or upon good cause shown.
8. For myself and any other persons, organizations, firms and corporations sponsoring the event, which is the subject of this permit application, jointly and severally, hereby contract and agree to pay all costs of services provided by the Town of Old Orchard Beach, in support of said event.
9. For myself and any other persons, organizations, firms, and corporations sponsoring the event which is the subject of this permit application, jointly and severally, hereby contract and agree to indemnify, defend and hold harmless the Town of Old Orchard beach, its officers and employees, against all claims, loss or liability from any claim or suit arising or alleged to have arisen from any act or omission of said applicant, its agents, invitees or other sponsor in connection with said event.

10. The facility/area is provided in an "as is" condition. The event organization assumes all responsibility for the security and safety of all participants and spectators of the event.
11. I understand that the Town of Old Orchard Beach has no responsibility for equipment and/or items of personal property at the location at any time.
12. Any misrepresentation or deviation from the final permit conditions will result in immediate revocation of the permit and halting of the event.
13. Events are considered rain/shine. Refunds are not issued if the event does not occur.
14. The permit does not authorize alcohol on any public property, including, but not limited to the beach, Memorial Park, streets and sidewalks.
15. Consumer Fireworks are illegal in Old Orchard Beach.

I have read and understand the Special Events Permit Agreement terms and conditions and I agree to be bound by said terms and conditions. I certify that the information I provided is accurate to the best of my knowledge.

Signature: 
(authorized representative)

Date: January 17, 21

Print name: RICHARD T. YOUNG JR

Print Organization Name (if applicable): MANE ULTIMATE

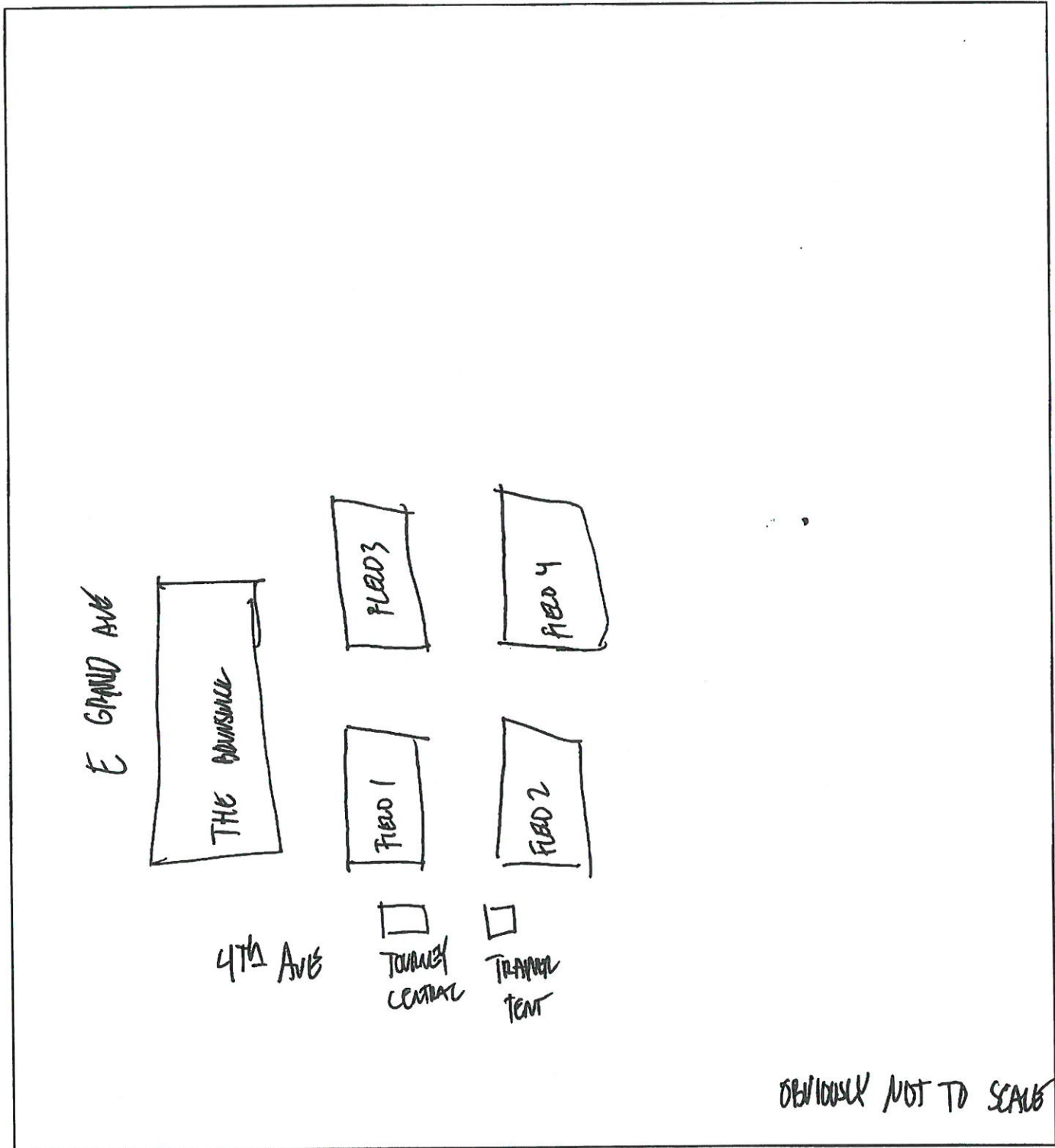
SITE PLAN SKETCH OF SPECIAL EVENT (Completed by Event Coordinator)

In the space below, please provide the following information. Attach a separate map if necessary.

General Map of Location
Event Coordinator's Booth
Tents/Stages/Grandstands
Porta Potties/Rest Rooms

Vendor Locations
Garbage Cans
Water Sources

Street Closures/Parking Information
Water/Electricity Sources
Loudspeakers



Kim McLaughlin

From: Richard Young <rich@maineultimate.org>
Sent: Wednesday, January 17, 2024 2:20 PM
To: Kim McLaughlin
Subject: Re: Beach Ultimate
Attachments: 20240117_Town of Old Orchard Beach Special Event Permit applicat.pdf

EXTERNAL

This e-mail originated from outside of the Town of Old Orchard Beach E-mail System. **Do Not** click links or open attachments unless you recognize the sender address and know the content is safe.

If in doubt, please use an alternate method to the individual who claims to be sending the email.

Please see the attached application form. I have filled it out to the best of my knowledge. Insurance will be easy, I just need the names and addresses of everyone requiring insurance.

The map is not drawn to scale. Years ago, when I first pitched the idea, we walked with public works and the chief of police and found that the area in front of the Brunswick would work best, as that had the most available beach space. If we are approved and go forward, I'd like to collaborate with the Brunswick as our food and beverage business of choice. Unless you have other ideas!

Please do not reach out if you have any other questions.

Rich

Richard Young

Cell: (207) 807-8727

Pronouns: he, him, his [What's This?](#)

www.MaineUltimate.org

On Thu, Jan 11, 2024 at 8:56 AM Kim McLaughlin <kmclaughlin@oobmaine.com> wrote:

Richard,

I've passed this through my department heads and they feel it is possible to do it on either the 7th or the 14th. If you want to fill out the Special Event Permit application and just e-mail it to me with the details required in the permit, I'll pass that along.

Thank you.

Kim McLaughlin

Town Clerk

Old Orchard Beach

From: Kim McLaughlin
Sent: Friday, December 8, 2023 12:32 PM
To: 'Richard Young' <rich@maineultimate.org>
Subject: RE: Beach Ultimate

Looking at the video it looks similar to a frisbee tournament. Would that be right in describing it?

Kim

From: Richard Young <rich@maineultimate.org>
Sent: Friday, December 8, 2023 12:21 PM
To: Kim McLaughlin <kmclaughlin@oobmaine.com>
Subject: Re: Beach Ultimate

*****EXTERNAL*****

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Kim,

I would be looking to host a 4v4 beach ultimate hat tournament. I hope to attract adults from Maine, NH, VT, MA and possibly the Canadian Maritimes.

[Video of Beach Ultimate](#)

I hope this is what you are looking for.

Please let me know if you have any other questions.

Rich

Richard Young

Cell: (207) 807-8727

Pronouns: he, him, his [What's This?](#)

www.MaineUltimate.org

On Fri, Dec 8, 2023 at 11:43 AM Kim McLaughlin <kmclaughlin@oobmaine.com> wrote:

Rich,

Can you tell me what type of event this will be.

Thank you.

Kim

From: Richard Young <rich@maineultimate.org>
Sent: Friday, December 8, 2023 11:26 AM
To: Kim McLaughlin <kmclaughlin@oobmaine.com>
Subject: Beach Ultimate

EXTERNAL

This e-mail originated from outside of the Town of Old Orchard Beach E-mail System. **Do Not** click links or open attachments unless you recognize the sender address and know the content is safe. If in doubt, please use an alternate method to the individual who claims to be sending the email.

Kim,

Thanks for taking my call this morning regarding a possible beach ultimate tournament.

Years ago, I met with the town council, fire and police and public works about the possibility of hosting an ultimate beach tournament in front of the Brunswick. We also met with the owners of the Brunswick and were going to use them as the official tournament hotel. Unfortunately, I was unable to make it happen on my end.

Fast forward 15 or so years and I am wondering if the town of Old Orchard would be interested in partnering for a 1 day beach hat tournament. A hat tournament is where your name is literally placed in a hat and we randomly draw names for each team.

Ideally, we would need space for 4 fields and could attract about 100 players. We would play 4v4 with coed teams. Field space would be in the confines of the actual playable sand.

According to the tide charts:

Saturday Sept 7th, high tide is 2:27a

Saturday Sept 14th, high tide is 8:18a

I am also working with the Parks and Rec Dept for some other programming and we could offer a youth "learn to play" event in conjunction with the tournament.

Please do not hesitate to reach out if you have any other questions.

Rich

Richard Young

Cell: (207) 807-8727

Pronouns: he, him, his [What's This?](#)

