WESTBROOK CITY COUNCIL
REGULAR CITY COUNCIL MEETING AGENDA
MONDAY OCTOBER 5, 2020 AT 7:00 PM
WESTBROOK PERFORMING ARTS CENTER, 471 STROUDWATER ST.

I. ROLL CALL

II. PLEDGE OF ALLEGIANCE

III. APPROVAL OF MINUTES
September 14, 2020 Regular City Council Meeting

IV. MAYOR'S MESSAGE
Proclamation – Extra Mile Day
Employees of the Quarter Award, 2nd Quarter 2020 – Casey Provost, Kathy Young

V. STUDENT REPRESENTATIVE UPDATE

VI. PUBLIC COMMENT

VII. UNFINISHED BUSINESS

VIII. ORDERS OF THE DAY (SECOND AND FINAL READING)

Order 2020-109	Authorizing Award of Bid for Survey, Design & Engineering Services for Revitalization of Cornelia Warren Outdoor Recreation Area
Order 2020-110	Authorizing Award of Bid for Public Safety Building Flooring Replacement
Order 2020-111	Authorizing Award of Bid for Public Safety Building Kitchen Renovations
Order 2020-112	Authorizing Award of Bid for Public Safety Building Fencing
Order 2020-113	Authorizing Acceptance & Expenditure of Donation for Westbrook Recovery Liaison Program
Order 2020-114	Authorizing Acceptance & Expenditure of FY 18 Edward Byrne Memorial Justice Assistance Grant Funds

IX. NEW BUSINESS

<u>Resolves (One Reading Required)</u>

Resolve 2020-23	Setting the Hours of Voter Registration and the Polls

<u>Orders (One Reading Required)</u>

Order 2020-115	Adopting the Annual General Assistance Ordinance and Setting the Maximums for 2020-2021
Order 2020-116	Accepting Unappropriated Funds Report for 4th Quarter FY 2020
Order 2020-117	Authorizing Acceptance of Donation from Cornelia Warren Community Association for Redevelopment of Westbrook Common
Order 2020-118	Confirming Emergency Expenditures & Acceptance of Funds

<u>Orders (Two Readings Required)</u>

Order 2020-119	Authorizing Purchase & Sale Agreement at 850 Main Street

Order 2020-120 Authorizing Acceptance & Expenditure of Keep ME Healthy Grant
Order 2020-121 Authorizing Acceptance & Expenditure of Assistance to Firefighter Grant
Order 2020-122 Authorizing Acceptance & Expenditure of Federal Asset Forfeiture Funds

X. EXECUTIVE SESSION

Request to enter into Executive Session pursuant to 1 MRSA 405 6(E) for consultation with legal counsel concerning legal rights and duties.

XI. NEW BUSINESS (CONTINUED)

Orders (Two Readings Required)

Order 2020-123 Authorizing Expenditure for Concrete Work at Lincoln Street Rink

XII. PUBLIC COMMENT

XIII. REFERRALS

XIV. COMMITTEE REPORTS

Committee of the Whole
Hours for Construction & Noise Ordinance
Residential Landlord Registration
City Council Rules & Procedures

Facilities & Streets Committee
Austin Street Extension
Sidewalks & Traffic at Haskell Street
Condition of Westbrook Middle School Baseball Field
Traffic Issues on Forest Street
Installation of Street Light at 23 Everett Street

Finance
Creating a Fire Truck Fund

XV. ADJOURNMENT

To: Honorable City Council
From: Jerre R. Bryant, City Administrator
Date: October 2, 2020
Subject: Position Paper for City Council Meeting of October 5, 2020

ORDERS OF THE DAY

2020-109 This is an award of bid for survey, design and engineering services for the $605,000 revitalization project at the Cornelia Warren Outdoor Recreation Area. This project has previously been presented to the City Council in relation to the City's application for grant funding from the Land & Water Conservation Fund (LWCF) and proposes a comprehensive repair, renovation and upgrade of this outdoor recreation complex. The components includes baseball and softball fields, basketball courts, a portion of the Riverwalk along the Presumpscot River, the outdoor swimming pool and the construction of a small splash pad. The City received proposals from five teams. The bid presenting the best proposal for the City was determined to be CES, Inc. of Bangor, a diversified, full-service civil engineering firm which teamed up with RS Leonard Landscaping Architects of Topsham and RW Eaton Surveyors of Westbrook for this project. The bid price from CES was actually the second low bid price at $120,000. This is one of the multiple Westbrook projects being very capably managed by Robyn Saunders, Project Manager, who will be at Monday's City Council meeting to respond to any questions. The survey, design and engineering component of this project will enable us to begin actual construction next spring. Funding for the entire project is provided by a LWCF grant of $300,000 and $305,000 from grant, donations and CIP sources. This award of bid is supported by the Administration, was given first reading on September 14, 2020 and is in order of final City Council action.

2020-110 This is an award of bid for the replacement of flooring in the first-floor conference rooms and adjacent hallways at the Public Safety Building to Carpet Specialist, Inc. of Westbrook, low bidder at a price of $7,600. The carpet is original for this 16-year-old building and these rooms have seen a high level of traffic, not just for the Public Safety Department's use but also meetings and training events for other city and community groups. The carpet is being replaced by vinyl plank flooring, which we have been installing in other high-traffic public buildings and have proven to be much more durable than carpet. This flooring replacement is funded in the 2019-20 CIP and the project is being managed by the Buildings Division of the Public Services Department. This award

of bid is supported by the Administration, was given first reading on September 14, 2020 and is in order for final City Council action..

2020-111 This is an award of bid for renovations and updating of the kitchen and dining area at the Public Safety Building. This facility receives heavy use in support of a 24 hours/day, 7 days/week operation of three Public Safety Departments. This project re-uses the existing appliances (commercial stove has previously been replaced) and countertops, but replaces cabinets, flooring and sink/faucet. This kitchen renovation is funded in the 2019-20 CIP and the project is being managed by the Buildings Division of the Public Services Department. This award of bid is supported by the Administration, was given first reading on September 14, 2020 and is in order for final City Council action.

2020-112 This is an award of bid for the purchase and installation of fencing and three electronic gates at the Public Safety Building. This feature was considered and deferred when the PSB was constructed and has been requested on multiple occasions since the building was completed to better control access and traffic flow around the building and to provide improved security for department equipment and employee personal vehicles. Based on our experience with cut-through traffic between Haskell Avenue and William Hartley Drive, vandalism to city and employee vehicles and general access security concerns, this project is now a much higher priority for the Department. This project is not currently budgeted, but savings on other PD capital projects, the re-prioritization of funds for two other previously approved projects and available detail revenues will provide adequate funding for this work. The City solicited bids from three local fencing contractors and received a single response from Burns Fencing of Westbrook at a bid price of $76,000. The electrical work associated with the three gates calls for an additional $2,580, for a total project cost of $78,580. This award of bid is supported by the Administration, was given first reading on September 14, 2020 and is in order for final City Council action.

2020-113 This authorizes the acceptance and authorizes expenditure of a donation received from Climb 4 Recovery in the amount of $3,054 in support of the Westbrook Recovery Liaison Program. Climb 4 Recovery is a group that supports individuals in recovery and related programs and services. These funds will be used to cover operating expenses for the Police Department's Recovery Liaison Program. Acceptance and expenditure authorization for this donation is supported by the Administration and is in order for final City Council action.

2020-114 This is the acceptance and expenditure authorization of a FY 2018 Edward Byrne Memorial Justice Assistance Grant in the amount of $35,075. As the enclosed Memorandum of Understanding outlines, the City of Westbrook joined with the City of Portland and Cumberland County to secure this federal funding on an annual basis. The purchases to be funded with this grant include nine (9) digital cameras at $2,700 , nine (9) protective cases at $297, four (4) standard rifles at $3,136.24 and two (2) compact

rifles at $1,886.52 from Windham Weaponry of Windham, Maine, optics for all six rifles at $1,079.86, a new Polaris Utility Terrain Vehicle (UTV) at $27,749.85 through the Government and Defense Program and two (2) portable solar powered LED speed display signs at $8,475 from Kustom signs, Inc., of Lenexa, Kansas. Total expenditures of $45,324.47 will be funded with the $35,075 JAG grant with the remaining $10,247.47 funded with Police Detail Vehicle Fees. This grant acceptance and expenditure authorization are supported by the Administration, were given first reading on September 14, 2020 and are in order for final City Council action.

NEW BUSINESS

Resolves

2020-23 This Resolve sets the hours of Voter Registration and the Polls for the November 5, 2020 election, as recommended by the City Clerk. This Resolve is in order for final City Council action.

One-Reading Orders

2020-115 This adopts the annual update of maximum expenditure levels for various categories of benefits under the City's General Assistance Program. While the GA Program is administered at the local level by municipal personnel, the program is very strictly regulated by State Statute. This includes this annual update of financial maximums for various benefit categories, which are adjusted annually to reflect changing costs for housing, heating fuel, utilities and food. There are also maximum total benefit levels for individuals/families, which are also adjusted annually. Given the escalation of rental housing costs in recent years, the City of Westbrook has not adopted the maximums for housing, giving the city leverage with landlords to negotiate lower rental rates. The City's GA Administrator, Harrison Deah will be at Monday's City Council meeting to respond to any questions the Council may have. Adoption of these General Assistance Maximums, excluding the housing category, is recommended by the City's General Assistance Administrator, is supported by the Administration and is in order for final City Council action.

2020-116 This is the quarterly Unappropriated Funds Report covering the 4th Quarter of FY 2020 (April, May & June). This reports financial activity from sources such as grants, donations and fees which are outside of the annual budgetary appropriation. This report is in order for final City Council action.

2020-117 This authorizes the acceptance of a $300,000 donation from the Cornelia Warren Community Association toward the redevelopment of Westbrook Common. CWCA continues to provide critical support to a myriad of community projects and programs in Westbrook. Design work for this project is proceeding quickly and anticipate being able to put this project out to bid by the first of the year. WEIC has also committed $400,000 toward this project and Dan Stephenson continues to work on other potential funding

sources. This donation acceptance is supported by the Administration and is in order for final City Council action.

2020-118 This is the approval of emergency expenditures made under the State of Emergency declared by Mayor Foley regarding the city's response to the COVID-19 Pandemic and the acceptance of Federal and State funds received by the City to cover some of these emergency expenses. The enclosed memo from Deputy Fire Chief Steve Sloan provides a detail explanation of this activity. An itemized listing of these expenditures is also enclosed. The expenditure currently classified 'not eligible' for reimbursement refers specifically to the FEMA PA funding and we will continue to seek emergency funding relief to cover these expenses. There will be continued activity into the foreseeable future, which will be reported to the City Council at a later date. Both the Administration of the Fire Department and the City's Finance Department should be commended for the extensive work they have done to properly track and account for all COVID-19 related expenditures and to secure maximum State and Federal funding reimbursement for these unplanned and unbudgeted emergency expenses. Approval of these emergency expenses and acceptance of emergency State and Federal emergency funds are recommended by the Administration and are in order for final City Council action.

Two-Reading Orders

2020-119 This authorizes a purchase and sale agreement with A.W.D. Management of Westbrook, Maine for the purchase of a 3,600 square foot parcel of land located at 850 Main Street at a purchase price of Fifty-Thousand dollars ($50,000). Since this area of public space was reconfigured under Urban Renewal, the area that is the subject of this purchase has functioned as part of the public open space, with public improvements actually being constructed on this private property. Prior to proceeding with the revitalization of this public space, it is important for the entire space to be city owned. This purchase price is within the range previously authorized by the City Council and is based l. Funding for this purchase will come out of the Westbrook Common Redevelopment Fund. Approval of this purchase and sale agreement is supported by the Administration and is in order for first reading.

2020-120 This accepts and authorizes expenditure of a Keep ME Healthy Grant from the Maine Department of Health & Human Services in the amount of $242,530. This total amount was funded through two rounds of grant awards and funds the purchase of Personal Protection Equipment (PPE), local business retention & expansion, public education materials and personnel costs related to COVID-19 outreach and education. Acceptance and expenditure authorization of this grant is supported by the Administration and is in order for first reading.

2020-121 This accepts and authorizes expenditure of an Assistance to Firefighters Grant from the Federal Emergency Management Agency (FEMA) in the amount of $21,809.52 to fund

the purchase of Personal Protective Equipment (PPE) for use by public safety personnel. This grant requires a 5% local match of $1,090.48 which is being funded through the Fire Department's operating budget. Acceptance and expenditure authorization of this grant is supported by the Administration and is in order for first reading.

2020-122 This accepts and authorizes expenditure of Federal Asset Forfeiture Funds in the amount of $4,377.10 for the Westbrook Police Department. When the Westbrook PD participates in the successful investigation, arrest and conviction, a portion of any forfeited assets (money or property) is shared with the department. This most frequently occurs at the State level through the Attorney General's office. This case was actually a federal case where a portion of the forfeited assets is being conveyed to the City of Westbrook to be used to supplement and not supplant resources available to the Police Department. This acceptance and expenditure authorization is supported by the Administration and is in order for first reading.

Executive Session

The Administration is requesting an executive session with the City Council pursuant to 1 MRSA 405 6(E) for consultation with the City Solicitor concerning legal rights and duties, to include the Mayor, City Solicitor, City Administrator, Assistant City Administrator, Project Manager, City Clerk, Deputy City Clerk, and Director of Community Services.

Following Executive Session, City Council may choose to reconvene and consider the following Order, which would require two readings.

2020-123 This authorizes an expenditure for concrete work at the Lincoln Street Rink.

WESTBROOK CITY COUNCIL
REGULAR CITY COUNCIL MEETING MINUTES
MONDAY SEPTEMBER 14, 2020
WESTBROOK PERFORMING ARTS CENTER

CALL TO ORDER
Meeting called to order at 6:59pm by City Council President Gary Rairdon.

City Councilors Present: Claude Rwaganje (At-Large); Michael Shaughnessy (At-Large); David C. Morse (Ward 1); Victor Chau (Ward 2); Anna A. Turcotte (Ward 3, Vice President); Gary Rairdon (Ward 4, President); Elliot Storey (Ward 5)

City Councilors Absent: None

Other City Officials Present: Jerre Bryant (City Administrator); Mark Bower (Legal Counsel); Eric Dudley (Director of Engineering & Public Services); Melanie Fernald (Deputy Clerk); Stephen Fields (Assistant City Administrator/Director of Human Resources); Michael T. Foley (Mayor); Steve Goldberg (Police Captain); Angela Holmes (City Clerk); Suzanne Knight (Finance Director); Dena Lebeda (Tax Collector); Gregory Post (Director of Community Services); Janine Roberts (Police Chief); Robyn Saunders (Project Manager); Andrew Turcotte (Fire Chief)

PLEDGE OF ALLEGIANCE
President Rairdon led all present in the Pledge of Allegiance.

MINUTES
President Rairdon stated that unless any objections are received, the minutes from the Committee of the Whole & Special City Council meetings held on August 31, 2020 would stand as presented. No objections were received; minutes stand as presented.

MAYOR'S MESSAGE
Mayor Foley read his message into the record. The full text of the Mayor's Message is attached to these minutes.

Employee of the Quarter Award, 1st Quarter 2020 – Lieutenant Joseph Carroll
Manager of the Quarter Award, 1st Quarter 2020 – Captain Steve Goldberg
Employees of the Quarter Award, 2nd Quarter 2020 – Lisa Dupra, Casey Provost*, Kathy Young*
Manager of the Quarter Award, 2nd Quarter 2020 – Chief Andrew Turcotte
Police Department Employee of the Quarter Award, 2nd Quarter 2020 – Officer Nicholas Wrigley
Proclamation – Now is the Time to Shop Small, Fall 2020

*will be presented at the next meeting, when those recipients can attend.

STUDENT REPRESENTATIVE UPDATE
No Student Representatives were present.

PUBLIC COMMENT

DRAFT

President Rairdon opened the floor for the first public comment portion of the evening's meeting. The following individuals spoke: Councilor Chau, Councilor Storey.

ORDERS OF THE DAY (SECOND AND FINAL READING)

Included below are the City Council Orders which require second and final reading.

1. **Order 2020-107. Authorizing Award of Bid for Computer Hardware.**
   Motion to approve second and final reading of Order 2020-107.
   Moved by Councilor Morse, seconded by Chau.
   President Rairdon opened the floor for comments on the motion. No one spoke.
   Motion carried. Order 2020-107 adopted. (Vote 7-0)
   Ayes: Shaughnessy, Morse, Chau, Turcotte, Storey, Rairdon, Rwaganje
   Nays: None

NEW BUSINESS

Included below are the Council actions on New Business, which includes business licenses requiring City Council approval, City Council Resolves and Orders receiving first and final reading, City Council Orders receiving the first of two required readings, and all items to be considered in Executive Session.

1. **Order 2020-104. Approving Referendum for Charter Amendment Regarding Appropriation & Expenditure Threshold.**
   Ms. Holmes noted for the record that Order 2020-104 requires a public hearing. Notice of the public hearing was published in the Portland Press Herald on September 9, 2020, in the American Journal on September 10, 2020 and on the City's website.
   Motion to approve first and final reading of Order 2020-104.
   Moved by Vice President Turcotte, seconded by Councilor Rwaganje.
   President Rairdon opened the public hearing. The following individuals spoke: Councilor Chau, Vice President Turcotte, Councilor Morse, Councilor Shaughnessy, Mayor Foley, Councilor Rwaganje, President Rairdon, Christine Latini (170 Pierce St), Mr. Bryant, Councilor Storey, Mr. Bower.
   President Raridon closed the public hearing
   Motion carried. Order 2020-104 adopted. (Vote 5-2)
   Ayes: Shaughnessy, Morse, Turcotte, Rairdon, Rwaganje
   Nays: Chau, Storey

2. **Order 2020-105. Approving Referendum for Charter Amendment Regarding Municipal Candidate Nominations.**
   Ms. Holmes noted for the record that Order 2020-105 requires a public hearing. Notice of the public hearing was published in the Portland Press Herald on September 9, 2020, in the American Journal on September 10, 2020 and on the City's website.
   Motion to approve first and final reading of Order 2020-105.
   Moved by Councilor Morse, seconded by Vice President Turcotte
   President Rairdon opened the public hearing. The following individuals spoke: Councilor Rwaganje, Councilor Chau, Mayor Foley, Vice President Turcotte, Councilor Shaughnessy.
   President Rairdon closed the public hearing.
   Motion carried. Order 2020-105 adopted. (Vote 7-0)
   Ayes: Shaughnessy, Morse, Chau, Turcotte, Storey, Rwaganje, Rairdon
   Nays: None

3. **Order 2020-108. Authorizing Amendment to Order 2020-52, Purchase of Mechanical CPR Device.**
   Motion to approve first and final reading of Order 2020-108.
   Moved by Councilor Shaughnessy, seconded by Morse.
   President Rairdon opened the floor for comments on the motion. The following individuals spoke: President Rairdon, Chief Turcotte, Mr. Bryant.
   Motion carried. Order 2020-108 adopted. (vote 7-0)
   Ayes: Shaughnessy, Morse, Chau, Turcotte, Storey, Rwaganje, Rairdon
   Nays: None

4. **Order 2020-109. Authorizing Award of Bid for Survey, Design & Engineering Services for Revitalization of Cornelia Warren Outdoor Recreation Area.**
   Motion to approve the first of two readings for Order 2020-109.
   Moved by Councilor Chau, seconded by Vice President Turcotte
   President Rairdon opened the floor for comments on the motion. The following individuals spoke: Mayor Foley, Councilor Storey, Ms. Saunders, Phil Spiller Jr (76 Sawyer Road, letter read by Clerk), Councilor Chau.
   Motion carried by a show of hands. None opposed.

5. **Order 2020-110. Authorizing Award of Bid for Public Safety Building Flooring Replacement.**
   Motion to approve the first of two readings for Order 2020-110.
   Moved by Vice President Turcotte, seconded by Councilor Rwaganje.
   President Rairdon opened the floor for comments on the motion. The following individuals spoke: President Rairdon, Mayor Foley.
   Motion carried by a show of hands. None opposed.

6. **Order 2020-111. Authorizing Award of Bid for Public Safety Building Kitchen Renovations.**
   Motion to approve the first of two readings for Order 2020-111.
   Moved by Councilor Shaughnessy, seconded by Vice President Turcotte.
   President Rairdon opened the floor for comments on the motion. The following individuals spoke: Councilor Storey, Mr. Dudley.
   Motion carried by a show of hands. None opposed.

7. **Order 2020-112. Authorizing Award of Bid for Public Safety Building Fencing.**
   Motion to approve the first of two readings for Order 2020-112.
   Moved by Councilor Rwaganje, seconded by Vice President Turcotte.
   President Rairdon opened the floor for comments on the motion. The following individuals spoke: Councilor Chau, Councilor Morse, Chief Roberts, Councilor Shaughnessy, Councilor Rwaganje, Mr. Bryant, Mayor Foley.
   Motion carried by a show of hands. None opposed.

8. **Order 2020-113. Authorizing Acceptance & Expenditure of Donation for Westbrook Recovery Liaison Program.**
   Motion to approve the first of two readings for Order 2020-113.
   Moved by Councilor Morse, seconded by Vice President Turcotte.
   President Rairdon opened the floor for comments on the motion. The following individuals spoke: Chief

Roberts.
Motion carried by a show of hands. None opposed.

9. **Order 2020-114. Authorizing Acceptance & Expenditure of FY 18 Edward Byrne Memorial Justice Assistance Grant Funds.**
   Motion to approve the first of two readings for Order 2020-114.
   Moved by Councilor Morse, seconded by Vice President Turcotte.
   President Rairdon opened the floor for comments on the motion. The following individuals spoke: Mr. Bryant, Councilor Storey.
   Motion carried by a show of hands. None opposed.

PUBLIC COMMENT

President Rairdon opened the floor for the second and final public comment portion of the evening's meeting. The following individuals spoke: President Rairdon.

COMMITTEE REPORTS

There were no reports from City Council committees.

ADJOURNMENT

Motion to adjourn at 8:59pm.
Moved by Councilor Morse seconded by Vice President Turcotte.
Motion carried by a show of hands. None opposed.

MAYORAL PROCLAMATION
"Extra Mile Day"
November 1, 2020

WHEREAS, Westbrook, Maine, is a community which acknowledges that a special vibrancy exists within the entire community when its individual citizens collectively "go the extra mile" in personal effort, volunteerism, and service; **and**

WHEREAS, Westbrook, Maine, is a community which encourages its citizens to maximize their personal contribution to the community by giving of themselves wholeheartedly and with total effort, commitment, and conviction to their individual ambitions, family, friends, and community; **and**

WHEREAS, Westbrook, Maine, is a community which chooses to shine a light on and celebrate individuals and organizations within its community who "go the extra mile" in order to make a difference and lift up fellow members of their community; **and**

WHEREAS, Westbrook, Maine, acknowledges the mission of Extra Mile America to create 500 Extra Mile cities in America and is proud to support "Extra Mile Day" on November 1, 2020.

NOW, THEREFORE, I Michael T. Foley, Mayor of the City of Westbrook, do hereby proclaim November 1, 2020, to be Extra Mile Day. I urge each individual in the community to take time on this day to not only "go the extra mile" in his or her own life, but to also acknowledge all those who are inspirational in their efforts and commitment to make their organizations, families, community, country, or world a better place.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Westbrook to be affixed.

Michael T. Foley, Mayor
City of Westbrook, Maine

Westbrook, Maine
MAYOR'S OFFICE

Mayor Michael T. Foley
2 York Street
Westbrook, Maine 04092
Phone: 207-591-8110
Fax: 877-688-9553

Co-Employees of the 2nd Quarter 2020

Recipient: Casey Provost & Kathy Young

Westbrook, ME – Mayor Michael T. Foley and City Administrator Jerre R. Bryant are pleased to announce that Casey Provost and Kathy Young have been jointly selected as the recipients of the City's Employee of the Quarter Award for the second quarter of 2020 (April – June). The award is presented to an employee (or employees, in this case) who consistently demonstrates exceptional knowledge, customer service, a positive attitude, and who has given more to the community than expected in their day-to-day job. All full-time, part-time, and seasonal employees are eligible for the award.

During the recent COVID-19 pandemic, Casey and Kathy took on the challenge of running the Westbrook Community Center's *Community Clubhouse*, a seven-week babysitting program that allowed parents the opportunity to return to work while giving children a chance to regain some form of normalcy during these extraordinary times. In addition to coordinating a multitude of daily activities, all performed under State & CDC guidelines, Casey and Kathy also helped students with remote learning through the conclusion of the school year. They worked tirelessly with parents and teachers to ensure that each child's school commitments were being met, and, despite major obstacles, that no child fell behind. Moreover, both employees were actively involved in summer camp planning, juggling the demands of conference calls, walk-throughs, and other resource-sharing events, along with training seasonal staff.

"During these very challenging times, filled with lots of uncertainties and questions, Casey and Kathy formed an unbelievable tandem that rose to the occasion and met the situation head-on," says Community Services Director Greg Post. "It wasn't easy, but their outstanding efforts provided this community with a program that was not only essential, but one that offered families some much-needed relief."

Casey began serving as a full-time LEARNS Assistant at the Westbrook Community Center in July 2018. Previously, she worked for the City of Westbrook in Human Resources from 2016-2018, and as a Customer Service Representative II in the Finance Department from 2015-2016. A graduate of Foxcroft Academy, she worked as a CSR for the town of Dover-Foxcroft from 2010-2015. As part of the Westbrook LEARNS program, Casey is responsible for many front-line duties, and is tasked with providing outstanding customer service and communication, managing attendance records, tracking CCSP, and, among other things, assisting with all daily operations. She continues to regularly attend workshops and enhance her training and education in her career path.

Kathy began working full-time with the City's Community Services Department in January 2018. She previously worked for the Westbrook School Department and the 21st Century Community Learning Centers grant program. As a member of the Westbrook School Department, Kathy worked as a teacher at Saccarappa School for 21 years, and as the Assistant Special Education Director at Central Office for four years prior. Her career as an educator has also taken her to Nebraska and Tennessee. She currently serves in the role of Program Assistant and helps run the day-to-day operations of the Department's Westbrook LEARNS before- and after-school programs, as well as all vacation and summer camps.

We appreciate your dedication to the City, it's employees, and citizens. It is an honor to be nominated by your peers and to be recognized for the great work you do. **Congratulations!**

Sincerely,

Mayor Michael T. Foley

CITY OF WESTBROOK, MAINE

IN CITY COUNCIL

Date: September 14, 2020

Order: 2020-109

AUTHORIZING AWARD OF BID FOR SURVEY, DESIGN & ENGINEERING SERVICES FOR REVITALIZATION OF CORNELIA WARREN OUTDOOR RECREATION AREA

That the Westbrook City Council hereby authorizes an award of bid to CES, Inc. of Bangor, ME for survey, design and engineering services related to the revitalization of the Cornelia Warren Outdoor Recreation Area at a total cost of $120,000.

Funds available in budget line 22001000-58900-G2002.

First Reading: September 14, 2020 Second and Final Reading: October 5, 2020

Attest:

City Clerk Mayor

CITY OF WESTBROOK, MAINE

2 York Street, Westbrook, ME 04092

REQUEST FOR COUNCIL ACTION

*Requests are due to the City Clerk two Fridays prior to a Council meeting. If expenditure/acceptance of funds is involved, Finance Department approval is required **prior** to submission.*

PROPOSED TITLE: Award of Bid for Survey/Design/Engineering Services to CES Inc. as part of the Revitalization of C.Warren Outdoor Recreation Area project

REQUESTED BY: Robyn Saunders, Project Manager

DATE: 09/02/2020

SUMMARY:

On 7/20/2020, an RFP was issued requesting survey, design + engineering services for the Revitalization of Cornelia Warren Outdoor Recreation Area. Almost 30 bidders attended a mandatory site walk on 8/5/2020. Five bids from qualified teams of bidders were submitted on 8/25/2020.

Of the 5 bids received, the selection team considers the bid from CES, Inc. of Bangor, ME (partnering with Regina Leonard, PLA of Topsham, ME) for $120,000 to be the highest value proposal for the City. We respectfully request that the Council accept the bid from CES and authorize expenditure for this project, including execution of a contract between the City + CES.

Funding for this project is available from a number of sources, including CIP, grants, donations, etc. as specified on the attached project budget table.

BUDGET LINES AFFECTED (IF APPLICABLE):

22001000-58900-G2002

CITY OF WESTBROOK
ENGINEERING SERVICES AGREEMENT

THIS AGREEMENT is made this ___ day of ____, 2020, by and between the **City of Westbrook**, a municipal corporation organized under the laws of the State of Maine with a mailing address of 2 York Street, Westbrook, Maine 04092 (the "City") and **CES, Inc.**, a Maine corporation with a mailing address of One Merchants Plaza, Suite 701, Bangor, Maine 04401 (the "Contractor").

W I T N E S S E T H

WHEREAS, the City solicited bids (the "RFP") for "Survey, Design, and Engineering Services for the Cornelia Warren Recreation Area" (the "Project"), a copy of which is attached hereto as ***Exhibit A***, and is incorporated by reference herein; and

WHEREAS, Contractor submitted a written proposal to the RFP, dated August 25, 2020, (the "Proposal"), a copy of which is attached hereto as ***Exhibit B*****,** and is incorporated by reference herein; and

WHEREAS, Contractor was selected to complete the Project by the City; and

WHEREAS, Contractor subsequently submitted a "Scope and Budget Proposal" for the Project, dated September 23, 2020, a copy of which is attached hereto as ***Exhibit C***, and is incorporated by reference herein; and

WHEREAS, the City now wishes to engage Contractor to perform the services outlined in the RFP.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties hereto agree as follows:

1. Scope of Work. The Contractor is being retained to provide survey, design, and engineering services, consistent with the RFP, in order to assist the City in completion of the Project (the "Services"). The Services are outlined in more detail in ***Exhibit B*** and ***Exhibit C***, and are subject to Contractor's Professional Services Terms and Conditions (the "T&C"), attached hereto as ***Exhibit D***, which is incorporated by reference herein.

2. Term of Agreement. This Agreement shall terminate upon completion of the Services, subject to the parties' rights of termination as further outlined in this Agreement and in the T&C.

3. Contract Price; Payment. The City shall pay the Contractor a fee of **ONE HUNDRED TWENTY THOUSAND AND XX/100 DOLLARS** ($120,000.00) (the "Contract Price") for the Services performed pursuant to this Agreement. Contractor shall submit monthly invoices to the City, the amounts of which shall represent the percentage of the total project completed within that month. Further terms and conditions of payment shall be consistent with Paragraphs 4-6 of the T&C.

4. Personnel; Independent Contractor. Contractor represents that it has, or will secure at its sole expense, all personnel required to perform the Services. Contractor further agrees that any and all personnel employed by Contractor and utilized in the provision of the Services, including any and all subcontractors, shall not be considered to be officers or employees of the City, nor shall they have any employment or other contractual relationship with the City. Consistent with this relationship, Contractor further agrees that none of Contractor's personnel will hold themselves out to be, nor claim to be, officers or employees of the City by virtue of this Agreement.

5. Standard of Performance. The standard of care for all professional Services performed or furnished by Contractor under this Agreement shall be the care and skill used by members of Contractor's profession practicing under similar circumstances at the same time and in the same locality.

6. Documents; Ownership. The City agrees to provide Contractor with access to any information or material in its possession that is relevant to Contractor's performance of the Services. Contractor will not, without the City's written consent, disclose, or permit disclosure, by any officer, employee, agent, or subcontractor Contractor, of any information or material furnished or generated under this Agreement. All documents and reports developed under this Agreement shall become the property of the City and shall be promptly delivered to the City upon request. All working papers shall be and remain the property of Contractor, but Contractor shall make said working papers available to the City upon the City's request. Contractor shall be responsible for the protection and/or replacement of any work or material in its possession, including materials provided to it by the City. Notwithstanding the foregoing, the reuse of documents produced by Contractor pursuant to this Agreement by the City, or modification of any such documents, without Contractor's written permission, shall be at the City's sole risk.

7. Compliance with Law. In its performance of the Services, Contractor shall comply with all applicable federal, state, and local laws and ordinances, including but not limited to all laws prohibiting discrimination in employment on the basis of race, color, religion, national origin, mental or physical handicap, age, gender, gender identity, or sexual orientation.

8. Insurance. Contractor and its subcontractors and consultants shall obtain and maintain throughout the term of this Agreement, at no expense to the City, the insurance coverages outlined in Paragraph 12 of the T&C.

All insurance policies shall name the City and its officers, agents, and employees, as additional insureds, except for purposes of Workers' Compensation Insurance, in which case the Contractor and its subcontractors may instead provide a written waiver of subrogation rights against the City. Prior to the commencement of the Services, the Contractor (and any subcontractors) shall deliver satisfactory certificates of insurance to the City. The Contractor must also provide written notice to the City at least 10 days prior to the cancellation, non-renewal, material modification, or expiration of any policies, and replacement certificates shall be delivered to the City immediately. The Contractor shall not commence performing the Services until it has obtained all insurance coverages required under this paragraph and all insurance policies have been approved by the City.

9. Indemnification. To the fullest extent permitted by law, the Contractor and the City each agree to indemnify the other party and the other party's officers, directors, partners, employees, and representatives, from and against losses, damages, and judgments arising from claims by third

parties, including reasonable attorneys' fees, and expenses recoverable under applicable law, but only to the extent they are found to be caused by a negligent act, error, or omission of the indemnifying party or any of the indemnifying party's officers, directors, members, partners, agents, employees, or subcontractors in the performance of Services under this Agreement. If claims, losses, damages, and judgments are found to be caused by the joint or concurrent negligence of the City and Contractor, they shall be borne by each party in proportion to its negligence.

Under no circumstances shall this paragraph be construed to waive or otherwise limit any of the defenses, immunities, or limitations of liability available to the City under the Maine Tort Claims Act, 14 M.R.S. § 8101, *et seq*., or other applicable law. The provisions of this paragraph shall survive the term of this Agreement indefinitely.

10. Limitation of Liability. To the fullest extent permitted by law, the City agrees that the total liability, in the aggregate, of Contractor and Contractor's officers, directors, members, partners, agents, employees, and subcontractors, to the City, and its respective officers, employees, agents and anyone claiming by, through, or under the City for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of, resulting from or in any way relating to Contractor's Services, this Agreement or any attachments or exhibits, from any cause or causes, shall be limited to the respective insurance policy limits specified herein.

11. Assignment. Neither the Contractor nor the City may delegate, assign, sublet or transfer its duties or interest in the Agreement without written consent of the other party.

12. Subcontracts. Contractor may engage suitably trained and skilled persons or firms, including, without limitation, any affiliate of Contractor, to perform any part of the Services. Nothing herein, however, will relieve Contractor from its duties and obligations as set forth herein.

13. Termination. The City may terminate this Agreement with seven (7) days prior written notice to Contractor for convenience or cause. Contractor may terminate this Agreement for cause with seven (7) days prior written notice to the City. Failure of the City to make payments when due shall be cause for suspension of Services or, ultimately, termination, unless and until Contractor has been paid in full all amounts due for Services, expenses and other related charges.

14. Dispute Resolution. The City and Contractor agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them, arising out of or relating to this Agreement to mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association effective as of the date of this Agreement. Contractor's ability to pursue payment as described in Paragraph 6 of the T&C is not subject to this paragraph.

15. Remedies; Governing Law. All legal actions by either party against the other for any cause or causes, including, but not limited to, breach of the Agreement, negligence, misrepresentations, breach of warranty or failure to perform in accordance with the standard of care, however denominated, shall be barred two years from the day after completion of Services. In the event that the City institutes a suit against Contractor, and if such suit is not successfully prosecuted, or if it is dismissed, or if a verdict is rendered in favor of Contractor, the City agrees to pay Contractor any and all costs of defense, including attorneys' fees, expert witnesses' fees, and court costs and any and all other expenses of defense which may be reasonably necessary, immediately following dismissal of the case or immediately upon judgment being rendered in favor of the Contractor. This Agreement

shall be governed and construed in accordance with the laws of the State of Maine, excluding any choice of law provision that may direct the application of the laws of any other jurisdiction.

16. Severability; Construction. If any of the provisions of this Agreement shall be finally determined to be invalid or unenforceable in whole or in part, the remaining provisions shall remain in full force and effect, and be binding upon the parties hereto. The parties agree to reform the Agreement to replace any such invalid or unenforceable provision with a valid and enforceable provision that comes as close as possible to the intention of the stricken provision. The T&C shall take precedence over any inconsistent or contradictory provisions contained in this Agreement.

17. Entire Agreement. This Agreement and any exhibits to this Agreement, constitute the entire understanding and agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous agreements or understandings, inducements or conditions, express or implied, written or oral, between the parties.

18. Non-Waiver. The failure to enforce, or successive failures to enforce any provision of this Agreement by either party shall not render the same invalid or impair the right of either party, its successors or assigns, to enforce the same in the event of any subsequent breach.

19. Notices. All notices authorized or required between the City and the Contractor, or required by any of the provisions herein, shall be given in writing and shall be sent by certified mail, return receipt requested, postage prepaid, and address to the intended party. Notices sent in this manner shall be deemed given seven business days after mailed. Notices may also be given by personal delivery, sent via a nationally recognized overnight carrier, or sent by facsimile, and shall be deemed given when delivered (if by personal delivery or overnight courier) or when faxed.

Notices hereunder shall be addressed as follows:

TO CITY:	Robyn Saunders, Project Manager City of Westbrook 2 York Street Westbrook, ME 04092
TO CONTRACTOR:	Jon H. Whitten Jr., P.E., Project Manager CES, Inc. One Merchants Plaza, Suite 701 Bangor, ME 04401

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first written.

CES, Inc.:

_____

_____

Its _____, duly authorized

CITY OF WESTBROOK:

_____

Michael Foley

Its Mayor, duly authorized

G2002

49101 - Transfer from other funds
59400 - Transfer to Capital Projects

Cornelia Warren Outdoor Recreation Area

C1912 - Back Stop Fensing	(14,000.00)	Transfer out 40005000-59400-C1912	JE Done
C1913 - Pool Gutters	(30,000.00)	Transfer out 40005000-59400-C1913	JE Done
C1914 - Warren Field	(11,500.00)	Transfer out 40005000-59400-C1914	JE Done
C1905 - Renovate Bath House	(50,000.00)	Transfer out 40005000-59400-C1905	JE Done
Recon and Con	(15,000.00)	Per Becca - Rec & Con will reallocate $ at 9/17/20 meeting	
WEIC	(35,000.00)	Per Dan - Doesn't believe WEIC voted on it and funds would be resticted	
Community Development Block Grant	(50,000.00)		
Cornelia Warren Comm Grant	(100,000.00)		
Land & Water Conservation Grant	(300,000.00)		
Total Revenue	**(605,500.00)**		

Planning Salaries	5,962.50	FY20
Planning Salaries	4,968.75	FY21 8/31/20
Total Expenses	**10,931.25**	

BID OPENING MINUTES
Revitalization of Cornelia Warren Recreational Area
Westbrook City Hall, 2 York Street
Tuesday August 25, 2020

Call to Order. Called to order at 3:00pm by City Clerk Angela Holmes.

Attendance: Jennie Franceschi (Director of Planning & Code Enforcement); Angela Holmes (City Clerk), Robyn Saunders (Project Manager).

Advertisement. Ms. Holmes noted for the record that notice of this bid opening was published in the Portland Press Herald on July 22, 2020 and was posted to the City's website. Such notice stated that all bids must be received at the City Clerk's Office by 3:00pm on Tuesday August 25, 2020.

Bid Opening. Included below is an outline of five (5) bids received by the submission deadline. Bid tabulation is attached.

Company Name: CHA
Date/Time Received: August 25, 2020 at 9:45am
Lump Sum Cost: $136,875

Company Name: Wright Pierce
Date/Time Received: August 25, 2020 at 11:30am
Lump Sum Cost: $137,200

Company Name: CES, Inc.
Date/Time Received: August 25, 2020 at 2:03pm
Lump Sum Cost: $120,000

Company Name: Sevee + Maher Engineers, Inc.
Date/Time Received: August 25, 2020 at 2:40pm
Lump Sum Cost: $124,500

Company Name: Carroll Associates
Date/Time Received: August 25, 2020 at 2:48pm
Lump Sum Cost: $118,300

Bid Referral. All original bids were forwarded to Ms. Saunders to distribute to a review team for consideration.

Adjournment. Adjourned at 3:15pm.

Survey/Design/Engineering RFP

Cornelia Warren Recreation Area

BID OPENING | 3pm Tuesday, August 25, 2020

WHEN: Tuesday, August 25, 2020 at 3pm

WHERE: City Hall | Large Conference Room

WHAT: Bid Opening Summary (RFP issued 7/20/2020)

	ORGANIZATION	REPRESENTATIVE	CONTACT INFO	REQUEST CONTRACT	SITE WALK	COMMENTS TO DATE (as of 8/17/2020)	DATE/TIME SUBMITTED RFP	PRIME OR PARTNER?	LUMP SUM COST	CAVEAT(S)
1	Aceto Landscape Architects	Nick Aceto	Phone: 207-221-3390 Email: NA@Acetola.com	No	Yes	Must partner with firm/team that requested contract documents			$	See Acorn
2	Acorn Engineering	Will Savage (Peter Heil)	Phone: 207-775-2655 Email: wsavage@acorn-engineering.com	Yes	Yes				$	Follow up email sent to thank City for bid opportunity – would've partnered with Aceto LA
3	Atlantic Resource Consulting	Andy Johnston	Phone: 207-449-6616 Email: AndyJ@arc-maine.com	No	Yes	Must partner with firm/team that requested contract documents		See Carroll Associates bid	$	
4	CES Inc.	Jon Whitten	Phone: 207-329-5190 Email: jwhitten@cesincusa.com	Yes	Yes		2:03 pm 8/25/2020	Prime with Reginal Leonard	$120,000	
5	CHA	John Hickok	Phone: 518-369-8990 Email: jhickok@chacompanies.com	Yes	Yes		9:45 am 8/25/2020	Prime with Sebago Technics	$136,875	
6	C.M. Cimino	Anthony Cimino	Phone: Email:	Yes	No	Must partner with firm/team that attended site walk			$	No response
7	Carroll Associates	Matt Phillips (Pat Carroll)	Phone: 207-772-1552 Email: mphillips@carroll-associates.com	Yes	Yes		2:48 pm 8/25/2020	Prime with PBLA, Stephen Blatt Architects, and Atlantic Resources	$118,300	
8	Construction Summary	Bob Morin	Phone: Email: bmorin@constructionsummary.com	Yes	No	Must partner with firm/team that attended site walk			$	No response
9	Gale Associates	~~Janet Nolan~~ John Perry	Phone: 781-335-6465 Email: jmp@gainc.com	Yes	Yes				$	No response

	ORGANIZATION	REPRESENTATIVE	CONTACT INFO	REQUEST CONTRACT	SITE WALK	COMMENTS TO DATE (as of 8/17/2020)	DATE/TIME SUBMITTED RFP	PRIME OR PARTNER?	LUMP SUM COST	CAVEAT(S)
10	Gardner-Gerrish LLC	Tim Gardner	Phone: Email: Tim@gardner-gerrish.com	Yes	No	Must partner with firm/team that attended site walk		See Wright-Pierce bid	$	
11	Gawron Turgeon	Sashie Misner	Phone: 207-406-0734 Email: smisner@gawronturgeon.com	No	Yes	Not submitting w/Sitelines as partner (email from Sitelines on 8/14/2020)			$	
12	Gorrill Palmer	Kaleb Bourassa Will Haskell	Phone: 207-772-2515 Email: kbourassa@gorrillpalmer.com	Yes	Yes	Not submitting (letter sent 8/13/2020)			$	
13	Harriman Associates	Becky Fortier Charles Young	Phone: 207-775-0053 Email: cyoung@harriman.com	Yes	Yes				$	No response
14	Ironwood Associates	Jeffrey Hyland	Phone: Email: jhyland@fewood.com	Yes	No	Must partner with firm/team that attended site walk			$	No response
15	Milone + Macbroom	John Adams	Phone: 207-233-7287 Email: jadams@mminc.com	Yes	Yes				$	No response
16	Regina S. Leonard, PLA	Regina Leonard	Phone: 207-450-9700 Email: rleonard@rslla.com	No	Yes	Must partner with firm/team that requested contract documents		See CES bid	$	
17	Peter Burke Landscape Architect	Peter Burke	Phone: 207-632-7372 Email: peter@peterburkedesign.com	No	Yes	Must partner with firm/team that requested contract documents		See Carroll Associates bid	$	
18	St. Germain Associates	Patrick Gere Patrick Coughlin	Phone: 207-200-0568 Email: patrickg@stgermain.com	Yes	Yes				$	No response
19	Sebago Technics	Kylie Mason Henry Hess Dan Danvers	Phone: Email: HHess@sebagotechnics.com	Yes	Yes			See CHA bid	$	
20	Sevee + Maher Engineers Inc.	Lydia Howes Jeff R.	Phone: 207-829-5016 Email: JTR@smemaine.com	Yes	Yes		2:40 pm 8/25/2020	Prime with tjd+a, CWS, and ALLIED	$124,500	
21	Simons Architects	Matthew Maiello	Phone: 207-772-4656 Email: matt@simonsarchitects.com	No	Yes	Must partner with firm/team that requested contract documents			$	No response
22	Sitelines Associates	Curt Neufeld Joe Marden	Phone: 207-725-1200 Ext. 12 Email: jmarden@sitelinespa.com	Yes	Yes	Not submitting w/GawronTurgeon as partner (email from Sitelines on 8/14/2020)			$	
23	Stephen Blatt Architects	Steve Hoffman	Phone: 917-710-7047 Email: shoffman@sbarchitects.com	No	Yes	Must partner with firm/team that requested contract documents		See Carroll Associates bid	$	

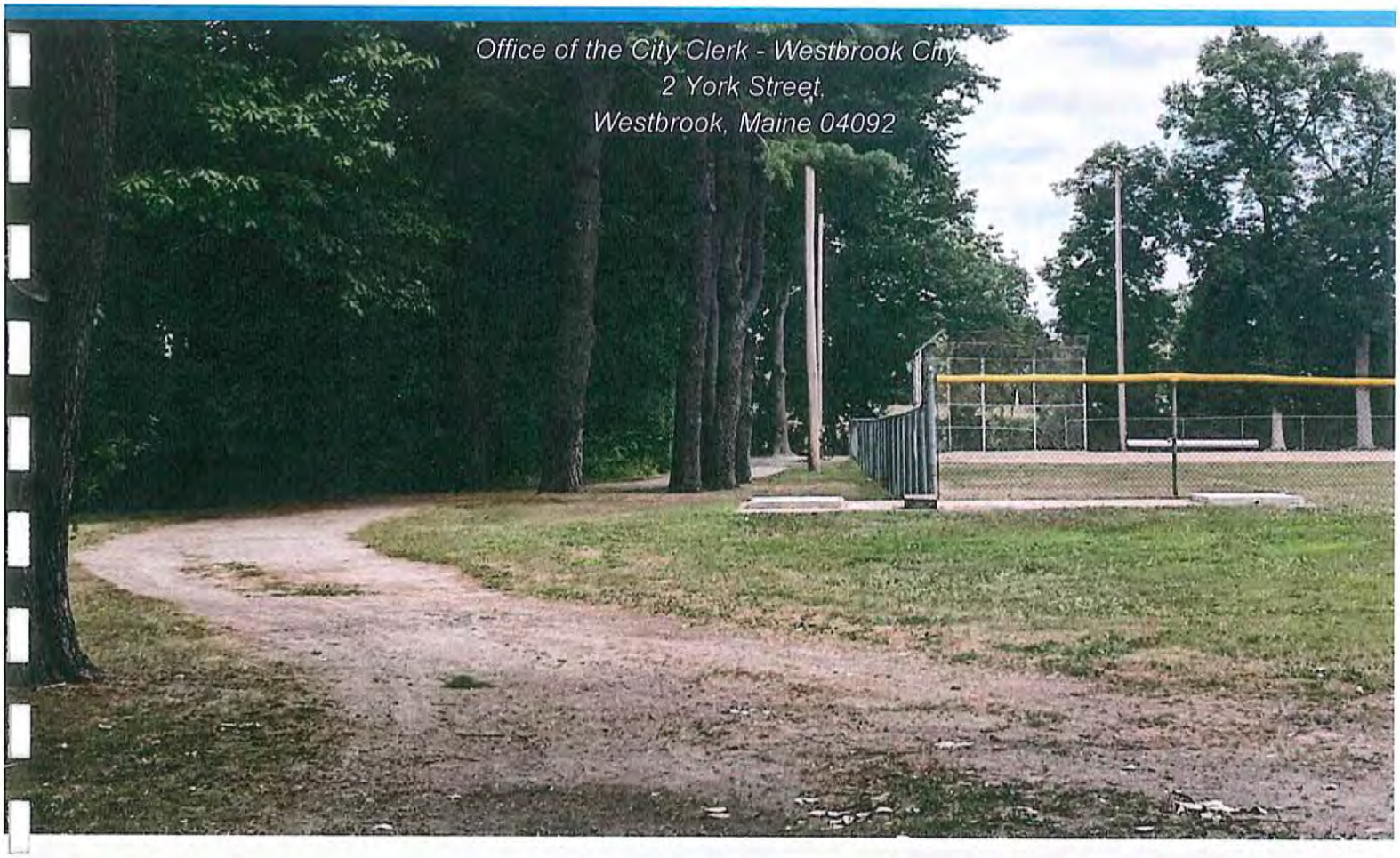
	ORGANIZATION	REPRESENTATIVE	CONTACT INFO	REQUEST CONTRACT	SITE WALK	COMMENTS TO DATE (as of 8/17/2020)	DATE/TIME SUBMITTED RFP	PRIME OR PARTNER?	LUMP SUM COST	CAVEAT(S)
24	Terrance J. Dewan + Associates	David Truesdell Katy Bouchard	Phone: 207-846-0757 Email: Truesdell@tjda.com	No	Yes	Must partner with firm/team that requested contract documents		See Sevee + Maher bid	$	
25	Wood	Andrew Flynn	Phone: 207-216-1300 Email: Andrew.flynn@woodplc.com	Yes	Yes				$	No response
26	Wright Pierce	Stephanie Hubbard Earl Shields	Phone: 207-798-3770 Email: stephanie.hubbard@wright-pierce.com	Yes	Yes		11:30 am 8/25/2020	Prime with Gardner - Gerrish	$ 137,200	
27			Phone: Email:	No	No	Any additional bidders must partner with firm/team that requested documents + attended site walk			$	
28			Phone: Email:	No	No	Any additional bidders must partner with firm/team that requested documents + attended site walk			$	
29			Phone: Email:	No	No	Any additional bidders must partner with firm/team that requested documents + attended site walk			$	
30			Phone: Email:	No	No	Any additional bidders must partner with firm/team that requested documents + attended site walk			$	
31			Phone: Email:						$	
32			Phone: Email:							
33			Phone: Email:							
34			Phone: Email:							
35			Phone: Email:							

Westbrook, Maine

Survey/Design/Engineering Services Proposal

Cornelia Warren Recreation Area Revitalization Project

August 25, 2020



RS LEONARD
Landscape Architecture

Project Manager Contact:
Regina S. Leonard, PLA, ASLA
rleonard@rslla.com
29 Bridge Street
Topsham, ME 04086
207-450-9700

CES INC
Engineers • Environmental Scientists • Surveyors

PREPARED BY: CES, Inc.
CES Contact: Jon Whitten, Jr. PE
jwhitten@cesincusa.com
One Merchants Plaza, Suite 701
Bangor, ME 04401
P. 207-989-4824 | F. 207-989-4881

SENSIBLE SOLUTIONS

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ATTACHMENT A: RESUMES
ATTACHMENT B: EXHIBIT D BID TABLE
ATTACHMENT C: TERMS AND CONDITIONS

SECTION 1 | QUALIFICATIONS

COMPANY PROFILES

CES, Inc.

CES, Inc. was founded in 1978 as a civil engineering firm and has grown into a multi- disciplined consulting company that offers a wide range of services from project conception to final construction. Over 115 highly qualified personnel including Engineers, Land Surveyors, Architects, Geologists, Environmental Scientists, Foresters, GIS Analysts, CADD Technicians and IT professionals make up the professional diversity within one company to tackle a variety of projects. Integrating their technical skills and expertise, they are able to provide sensible solutions to municipal, industrial, commercial, and institutional clients.

CES is headquartered in Bangor, Maine, with branch offices located in the communities of Saco, Lewiston, Machias, Presque Isle, and Waterville, as well as Fort Myers, Florida and Maynard, Massachusetts. Our services include:

- *Civil Engineering*
- *Environmental Engineering*
- *Electrical Engineering*
- *Structural Engineering*
- *Mechanical Engineering*
- *Land and Construction Surveying*
- *Land Use & Community Planning*
- *Transportation Planning & Traffic Engineering*
- *Indoor Air Quality*
- *Health and Safety Compliance*
- *Water and Wastewater*
- *Hazardous Materials Management (Asbestos, Lead-based Paint, PCBs)*
- *Natural Resources (Wetland/Habitat)*
- *Geology/Hydrogeology*
- *Environmental Monitoring*
- *Permitting (Municipal, State, and Federal)*
- *GIS Consulting*
- *Informational Technology (IT) Support*
- *Drone Services*
- *Architecture*

CES believes that by listening attentively to clients' needs and working collaboratively with them on projects, *sensible solutions* are achieved. From project conception through final construction and beyond, CES delivers *sensible solutions* built on value, quality, timeliness, and teamwork. Functioning as a team, within our organization, with our subcontractors, and most importantly with our clients, promotes effective communication, resulting in the delivery of a project that is individually tailored and cost-efficient. At CES we value honesty and commitment, and these

values drive us to provide every client with a quality service that meets, and often exceeds their expectations. This belief is just one of the reasons clients routinely return to CES.

PROFESSIONALS ON STAFF

CATEGORY	NUMBER
Professional Engineers (PE)*	23
Civil	15
Environmental	2
Structural	4
Mechanical	4
Electrical	2
Degreed Engineers-In-Training (EI)	6
Certified Geologists (CG)	3
Environmental Scientists	17
Professional Foresters (PF)	1
Professional Land Surveyors	11
GIS Professionals	2
Radon Service Providers	2
Wastewater Treatment Plant Operators	3
Drone Operators	4
Licensed Architects	1

** some PEs specialize in more than one category.*

TECHNICAL DIRECTORS

ROLE	DIRECTORS
President/CEO	Denis St. Peter, PE
Executive VP/Surveying Division Director	Jeff Teunisen, PLS
Executive VP/Engineering Division Director	Travis Noyes, PE
Executive VP/Environmental Division Director	John Pond, WWTPO/RSP

WORKLOAD CAPACITY

CES is capable of providing $375,000.00 of engineering and surveying services per week. Our current workload and the projected workload of key personnel are such that any reasonable time schedule which may be established for this project can be met. Since each of our personnel is trained in several different service categories, availability of personnel is assured, and schedules are maintained. Project scheduling, personnel scheduling, and resource allocation are done on a weekly basis to identify potential conflicts and to adjust schedules accordingly. Our present workload will not affect our ability to provide the service you should expect.

CES INC

RS LEONARD
Landscape Architecture

Regina Leonard, PLA

Regina Leonard, PLA, Senior Landscape Architect and Project Manager for the Cornelia Warren Recreational area project. Regina has over 21 years of experience in landscape architecture with a primary focus on public landscapes. Her background as a municipal landscape architect lends a unique perspective to her work.

Regina understands the inherent complexities of civic-scale projects and has demonstrated experience working with communities and interest groups toward common goals. Over the years, she has forged strong alliances with officials, regulatory agencies, neighborhood, and advocacy groups to advance a wide variety of civic-scale projects.

R.W.
EATON
ASSOCIATES
Land Surveying & Real Estate

R.W. Eaton Associates

R.W. Eaton Associates has been providing quality land surveys since 1989 for clients all over Southern and Central Maine. They are located at 58 Pleasant Street in Westbrook, Maine where they have maintained their office since 1999.

They are able to help any owner of land in Maine, whether you are just around the corner from our offices in Westbrook, Maine, or the other end of the State. They also serve architects, attorneys, consulting engineers, municipalities and commercial or residential developers. R.W. Eaton Associates uses two Topcon reflectorless total stations with TDS data collectors; and AutoCAD 2018 with Carlson Survey to prepare accurate survey plans that are compatible with most CAD software.

TEAM MEMBERS

Our Team proposes to provide civil design, survey, and landscape architecture to support the City's request for the revitalization of the Cornelia Warren Outdoor Recreation Area. The professional Team members listed below will work closely with the city in order to create the desired outcome for the project, as well as ensure that the grant funding requirements are being addressed.

KEY TEAM MEMBER	ROLE
Travis Noyes, PE	Principal in Charge
Regina Leonard, PLA	Lead Project Manager
Jon Whitten, Jr., PE	Engineering Project Manager
Matthew Carter, AIA	Building Architecture
Phillip Badger, III, PE	MEP Engineering
Richard Eaton, PLS	Survey Services
Justine Drake, EI	Engineering Design
Robert Bickmore	Computer Sciences

Travis Noyes, PE, is the Director of Engineering at CES, and will be Principal in Charge for this project. Travis will oversee staffing and our QA/QC process and will be available for project input, as he has over 24 years of experience working on civil site development projects.

Regina Leonard will be the Lead Project Manager for this endeavor, will manage the overall project approach, schedule and budget and provide Landscape Architecture design services. Perhaps more importantly, she will be the point of contact for our Team and will manage the communications with the City and other project stakeholders. Regina will work closely with Jon Whitten to ensure the Team is working in a coordinated effort to achieve the goals of the project. Regina has 21 years of experience with a primary focus on public landscapes.

Jon Whitten, Jr., PE, is a Project Manager at CES and has 23 years of experience working on site/civil development projects. In his role, as Engineering Project Manager, he will be working closely with Regina to follow through with the project approach, schedule and compensation fee budget as it relates to design and permitting. Jon will also be the lead professional for the Civil Engineering portions of the project.

Matthew Carter, AIA is a licensed Architect at CES. He will assist with design and permitting elements mostly related to buildings adjacent to the pool. Matt has over 27 years of architectural design and project management experience.

Phillip Badger, III, PE is an Electrical Engineer at CES and will manage our MEP design and permitting services for this project. Phillip is a Master Electrician within the State of Maine as well. He has 30 years of experience in electrical design and installation.

Richard "Dick" Eaton, PLS, is a professional surveyor located in Westbrook, Maine and has extensive experience conducting boundary and existing conditions survey in Westbrook as well as many other towns/cities in Southern Maine. Dick will perform a boundary survey and limited existing conditions survey services for the Cornelia Warren Recreation Area property. He has over 30 years of surveying experience and has worked with Jon Whitten, Jr. for 20 years or more.

Justine Drake, EI is a Project Engineer at CES and will assist with various design and construction preparation services for the project. Justine has over 5 years of engineering experience and is well versed in design services, preparation of construction documents and construction observation/reporting.

Robert Bickmore, is the IT Manager at CES and has 22 years of Computer Sciences experience including network infrastructure. He also leads our Computer Services Consulting group that provides a number of network and IT related services to communities and businesses throughout Maine. He will be assisting with design/specification/costing of proposed Wi-Fi, communications, security and camera system components of the project.

RESUMES

Resumes for key personnel listed above have been included as **Attachment A.**

EXPERIENCE

Our team, as stated previously, has significant experience with similar projects in many locations throughout Maine and New England. Additionally, we have assisted numerous municipalities with various projects that were funded all or in part by State and/or Federal funds. These funding sources have included Community Development Block Grants, State Revolving Loan Funds, USDA Grants and Loans, MaineDOT funding sources, and Federal funds dispersed through the MaineDOT.

Following are a few examples of the work we have done.

Goodwin Playspace at Deering Oaks

City of Portland, Maine

In 2008 the Friends of Deering Oaks and the City of Portland commissioned Regina to design the City's first significant natural playspace. The design evolved through a collaborative outreach process that included input from local children, the Friends of Deering Oaks organization, City staff, the Maine Children's Museum, the Historic Preservation Board and the Parks Commission.

Following the conceptual design process, Regina worked closely with the City to undertake a bid process for playground equipment and developed technical plans for site improvements. The project, which the City constructed in-house, was completed in the fall of 2009 and received a public works award in 2010.

PROJECT SERVICES

- *Conceptual Design*
- *Public Outreach*
- *Design & Engineering*
- *Bidding Phase Services*
- *Construction Phase Services*

Clockwise, from bottom left: The schematic plan for the Goodwin Playspace at Deering Oaks. The playground included landform, natural play elements and materials, as well as manufactured play equipment. The plan addressed universal access via new pathways from the loop drive to the playground and two levels of the play structure. The park was constructed in 2009.

Memorial Park Master Plan & LWCF Grant Application

Town of Standish, Maine

MASTER PLAN

Working with Milone & MacBroom, Regina Leonard, PLA collaborated with the Town of Standish to develop a master plan for the proposed expansion and improvement of the park and recreation facility. The Town had recently purchased a 10-acre parcel and looked to expand it recreation facility to include soccer fields, a dog park, and a playground. The Town also sought to reorganize and expand parking and to improve vehicular and pedestrian circulation and safety.

As part of the planning process, the project team reviewed site conditions, explored programming considerations, prepared conceptual alternatives, and conducted outreach with local stakeholders and the public. The project master plan was completed in 2019.

SUCCESSFUL LWCF GRANT APPLICATION

Following the master plan, Regina prepared a Land and Water Conservation Fund grant application on behalf of the Town. As part of the process, the team conducted an environmental assessment, defined permitting parameters, and structured a complex budget comprised of various project funding sources, matching contributions, labor and materials. The project received a funding award of over $300,000 toward the fist phase of improvements in April 2020.

PERMITTING & DESIGN PHASE

The project is currently in final design and permitting stages with construction anticipated in the Fall of 2020 / Spring 2021. Regina continues to be involved in the effort and is providing landscape architecture support to DM Roma Engineers, the firm leading the final engineering stage of the project.

PROJECT SERVICES

- *Recreation Facility & Park Master Planning*
- *Cost Estimating, Project Prioritization & Phasing Plan*
- *Grant Writing*
- *Conceptual through Final Design*

Clockwise, from top right: Soccer activities at the park; Rendering of the Master Plan concept developed in 2019; Baseball activities at the park.

Dougherty Field Master Plan & Phased Improvements

City of Portland, Maine

MASTER PLAN

Regina Leonard, PLA lead the master planning effort for the Dougherty Field Recreation Complex, a 14 acre City-owned property containing a skate park, multi-purpose recreation fields, softball and Little League facilities, and a public pool and playground. The project included an assessment of the existing facility and development of a site master plan and implementation strategy. The plan reoriented and expanded field space, added a network of sidewalks and paths, off-street parking lots, concessions buildings, as well as site amenities and landscape elements. Cost estimates and phasing recommendations were developed to guide the City budgeting and capital improvement efforts.

PHASE 1 DESIGN & CONSTRUCTION

Regina served as the landscape architect for Phase One design, bidding, and construction. The first phase included construction of a new skate park, major regrading of the site, field alignment changes, new internal paths and sidewalks, a playground, and off-street parking area. Phase One construction was completed in 2012.

MASTER PLAN UPDATE / PLAYGROUND DESIGN

In 2019, the City of Portland Parks and Recreation Department hired Regina to update the master plan in response to a new housing initiative in the neighborhood following the demolition of the adjacent school. She is currently working with the City to refine the concept design and to advance outreach and design for a new playground in the park, which is scheduled for installation in the Spring of 2020.

PROJECT SERVICES

- *Recreation Facility Master Planning*
- *Public Outreach*
- *Cost Estimating & Phasing Plan*
- *Conceptual through Final Design, Phase 1 Improvements*
- *Bidding & Construction Services,, Phase 1 Improvements*

Clockwise, from above left: Section of the final master plan rendering; photographs showing the constructed athletic fields and skate park in 2019;

Westbrook Common Revitalization

City of Westbrook, Maine

DESIGN & OUTREACH

Regina worked with Milone & MacBroom, Inc. (MMI) to develop plans for Westbrook Common, a high-profile, centrally-located public plaza in downtown Westbrook in 2019. Recognizing the important role the plaza could play in stimulating economic revitalization, the City undertook an intensive design and outreach process to help turn this underutilized public space into a vital destination.

Understanding the value of public input and support throughout the process, the design team incorporated an extensive outreach program that included branding, digital outreach (website and social media), an online community survey, and interactive workshops. The team held two interactive "Plan The Common" workshops to gain citizen input and support for the project.

Construction documents were developed and finalized by MMI in the spring of 2020. The City anticipates construction of the $2.1 million dollar improvement project in the fall 2020 / spring 2021 construction seasons.

PROJECT SERVICES

- *Conceptual Design*
- *Cost Estimating, Project Prioritizing & Phasing Plan*
- *Public Outreach*
- *Design Development*

Clockwise, from top right: Westbrook Common logo created as part of the project branding effort; view of the project website; participants in one of the "Plan the Common" events; rendering of the final concept design; and one of the early concepts alternatives.

RS LEONARD
Landscape Architecture

Mill Creek Park Master Plan & Phased Improvements

City of South Portland, Maine

MASTER PLAN

Regina lead the development of the 2009 Mill Creek Park Action Plan, a master planning effort for the City of South Portland and the Friends of Mill Creek Park. The resulting plan provided the rationale for decision-making, and laid out a detailed strategy for park redevelopment. With the plan as a guide the City has invested approximately .5 million dollars to implement the recommended improvements to enhance the overall function, connectivity, and aesthetics of Mill Creek Park.

PROJECT SERVICES

- *Park Master Planning*
- *Cost Estimating, Project Prioritization & Phasing Plan*
- *Design & Engineering, Phase 1*
- *Construction, Phase 1*

PHASE 1 DESIGN & CONSTRUCTION

After completing a successful Master Planning effort for Mill Creek Park in South Portland, Regina led technical design and oversaw the implementation of two phases of bidding and construction, preparing detailed design development drawings, cost estimates and bid documents and providing regular observation compliance support throughout the construction process. The constructed park features included a new Formal Public Garden space with period-inspired masonry walls and a wrought iron arch, a re-envisioned central seating plaza, accessible paths, Veterans Green, and a new custom built gazebo.

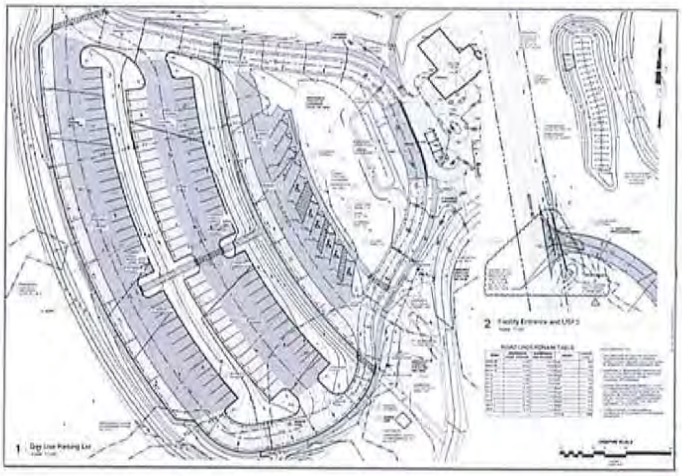
Clockwise, from above: Master Plan for Mill Creek Park; New formal entrance to the park with new masonry walls and a cast iron archway; new seating plaza overlooking the pond and fountain; new seating area and formal garden space.

SCHOODIC WOODS

TOWN OF WINTER HARBOR, MAINE

PROJECT HIGHLIGHTS

- SLODA/NRPA/ACOE permitting
- Designed entire campground
- Civil elements including parking, trails, and access ways
- Utilized Low Impact Development measures to manage stormwater
- Performed construction assistance



PROJECT DESCRIPTION

CES and Coplon Associates provided master planning, design, and permitting services for a 100-site campground adjacent to Acadia National Park on the Schoodic Peninsula. The campground was designed to National Park Service (NPS) standards in anticipation of donating the facility to the NPS upon construction completion.

The campground includes a 140 space parking lot located at a proposed visitor center. There are approximately eight miles of day use bike trails that traverse the peninsula which are accessible from the visitor center. Many of the bike trails were designed in existing locations of land management roads. An evaluation of the roads was performed to determine suitability for future uses identified by our client.

Natural resource concerns noted with this project included vernal pools, wetlands, and jackpine. Siting of proposed improvements was critical to minimize impact to the resources. Fish passage through road crossings was a concern. The project resulted in over 50 culverts that were designed and permitted with a majority of them needing to be designed to accommodate safe passage of fish and other species. This project received an award from ACEC.

HAMMOND RIDGE DEVELOPMENT COMPANY MULTI-USE DEVELOPMENT
MILLINOCKET, MAINE

OWNER/CONTACT
Matt Polstein
New England Outdoor Center
PO Box 669 (30 Twin Pines Road)
Millinocket, ME 04462
207-723-5438

PROJECT HIGHLIGHTS
Mixed Use Development on 1,300+ Acres requiring:

- Re-Zoning through LUPC
- Subdivision, Non-Residential Development and Utility Permitting through LUPC
- Site/Subdivision Design
- Road & Stormwater Design

PROJECT DESCRIPTION
CES is working with the Owner to design and permit an ever-growing outdoor adventure resort and community on 1,300+ acres of land in the Millinocket Lake area of Maine. The property has water frontage on Millinocket Lake and hundreds of acres of forest management land that is crisscrossed with land management roadways and mixed-use recreational trails. The Owner has recently re-zoned portions of the site to allow residential and commercial development to expand and support the outdoor adventure resort and community. A new Activity Center is currently being permitted that will support the current outdoor adventure use by being the center point for rental equipment, white water rafting operations and access to trails, all year long. Other development currently being permitted includes an Event Center for weddings and other large gatherings, a solar array site and utility improvements to support the entire development. It is expected that new residential house lots, temporary and permanent lodging facilities and recreational trails will soon be proposed for development by the Owner. Construction of the Activity and Event Centers are anticipated to begin in 2020.

THOMAS COLLEGE CAMPUS TRAIL IMPROVEMENTS
WATERVILLE, MAINE

CES was retained by Thomas College to prepare design and permitting documents for significant improvements to the campus trail network. The project involved the installation of approximately 0.66 miles of gravel trails and approximately 3.11 miles of earthen hiking trails. CES was required to work closely with the Army Corps of Engineers and the Department of Environmental Protection for the completion of a Natural Resources Protection Act Permit By Rule, as well as a Site Location of Development Minor Amendment. Furthermore, CES worked with the City of Waterville to obtain a Site Plan Review Permit.

EDUCATIONAL CAMPUS AND RECREATIONAL TRAILS
MAINE WATERSIDE TRAILS, SOLDIERTOWN TOWNSHIP

Contact: Carl Carlson, Maine Waterside Trails
(212) 303-0209
cc@brmco.com

CES was the lead environmental and engineering firm on the Maine Waterside Trails Project, which consists of 30 to 40 miles of multi-use trails, a welcome/educational center with administrative offices, and several warming huts on an approximately 3,000-acre parcel in northern Maine, as well as a 6.5- mile hiking trail on a nearby parcel. CES was retained early in the project and developed a project strategy which allowed the client to immediately begin construction on portions of the project. The project site is located within LUPC jurisdiction and therefore required in-depth knowledge of and coordination with two sets of State standards.

CES performed natural resource surveys, including wetlands, vernal pools, streams, and wildlife habitats, on the approximately 400 acres impacted by the project. CES performed impact assessment and alternative analysis, State and Federal agency consultation and permitting for the project. Several wildlife species and habitats are present on the Site, including inland wadingbird and waterfowl, vernal pools, Atlantic salmon, Canada lynx, and northern long-eared bat, and were the focus of impact minimization efforts. Siting of proposed improvements was critical to minimize impact to the resources. The project resulted in numerous stream crossings and culverts which were designed to meet aquatic organism passage standards. CES continued to play a key role in the project during construction, providing continuing engineering and construction support.

KATAHDIN WOODS AND WATERS NATIONAL MONUMENT
ELLIOTSVILLE FOUNDATION

Starting in 2018, CES began assisting Elliotsville Foundation with the planning, permitting, and design of a Visitor Contact Station within the Katahdin Woods and Waters National Monument. The project is intended to serve as the primary facility to orient visitors to the Monument offerings and the history of the area. Early on, we provided initial scoping services including natural resources, permit planning, and concept level drawings. More recently, we guided the Client through a number of options relative to permitting and helped them select a permitting approach that best met their needs. This required extensive knowledge of Local, State, and Federal regulations, and direct communications with the appropriate Regulators. Our current scope includes the design and permitting of the Visitor Contact Station itself, associated parking areas and pathways, utilities, and approximately 4 miles of roadway to access the site. The site is currently undeveloped, off grid, and remote making design and construction a challenge. We continue to work closely with the Client, Architects, National Park Service, and many other stakeholders to develop the design and deliver a project that will be a destination for thousands of Monument visitors for many years to come.

REFERENCES

We are proud of the fact that a large portion of our business is repeat business, and we strive to develop long-term relationships with our clients. Our client relations goal is for our clients to be confident that the products we produce will be of high quality and completed in a timely and cost-effective manner.

Please feel free to contact any of the references listed below for Regina and for CES, regarding our team members' ability to complete the project.

Regina S. Leonard, PLA, ASLA

Denise Clavette
Planning and Development Director
City of Saco, Maine
Tel. 207-202-3487
dclavette@sacomaine.org

Ethan Hipple
Acting Director of Parks, Recreation, & Facilities
City of Portland, Maine
Tel. 207-808-5400
ehipple@portlandmaine.gov

CES, Inc.

Greg Dore
Road Commissioner
Town of Skowhegan
225 Water Street
Skowhegan, Maine 04976
207-474-6911
gdore@skowhegan.org

Howard Kroll
Town Manager
Town of Hermon
333 Billings Road
Hermon, Maine 04401
207-848-1010
krollh@hermon.net

Tracy Willette
Director of Parks & Recreation
City of Bangor
647 Main Street
Bangor, Maine 04401
207-992-4490
Tracy.willette@bangormaine.gov

SECTION 2 | PROJECT APPROACH

While the City has laid out its expectations and priorities for the Cornelia Warren Recreation Area, we anticipate that the scope of work will need to be aligned with the available budget early in the process. As the City has explained, there are multiple funding sources – each with its own requirements – and it will be necessary to place decision-making within the framework of the funding obligations. The City has also outlined critical elements of the project based on the facility's needs as well as the priorities identified through an extensive community outreach process. Understandably, the City would like to maximize the scope and value for this project, however, it is in the City's best interest that the Team help to identify probable costs for the project elements early in the process. This will refine the Project Scope to focus on certain priorities and to help manage expectations for the outcome of the project, both in the short-term and long-term.

Our proposed project approach includes two steps to help the City with this early decision-making and to set the stage for a smooth and efficient process. First, we will develop a budget breakdown with realistic order-of-magnitude costs based on the currently defined priorities / scope. Costs will be based on industry standards and recent bid data for similar work. The budget will be organized similarly to the City's Exhibit D – Bidders Table.

Second, we will prepare an Evaluation Matrix, please see an example below. The matrix rates each item based on specific criteria which we will develop with City staff and will aid the Team/City in the decision-making process. Routinely used by the MaineDOT, the matrix format is a helpful way to compare and rate various components and/or approaches.

Taken together, the budget breakdown and the Evaluation Matrix will allow for input from the Team as well as stakeholders and as a result, help define the project scope early in the process. The upfront work will streamline the scope of design and permitting services and assist in the stakeholder expectations for the project outcome, therefore streamlining the management of expectation of the greater Westbrook Community.

Based on the scope of design and permitting services, design of the project elements will proceed and project costing will be formulated. As designs and costs get more refined, permitting of the project will commence and construction specifications for prioritized project elements will be prepared for construction bidding.

PROPOSED EVALUATION MATRIX - PROJECT EVALUATION

FACILITY	ELEMENTS AND PRIORITIES	10 PTS LIFE - SAFETY / CODES ISSUE	10 PTS CRITICAL MAINTENANCE	10 PTS UNIVERSAL ACCESS	10 PTS CRITICAL TO CONSTRUCTION SEQUENCE	10 PTS CRITICAL TO SITE / FACILITY FUNCTIONALITY	10 PTS RECREATION VALUE	10 PTS ALLOCATED FUNDING (CIP)	10 PTS TIED TO LWCF OR CDBG	10 PTS COMMUNITY PRIORITY	10 PTS CITY PRIORITY	SCORE
Main Street Entrance	Conforming signage with LED lighting									x	x	20
	Landscaping / streetscape elements										x	10
Trail System	ADA accessibility			x			x	x	x		x	50
	Security / LED lighting										x	10
	Fencing / guardrail										x	10
Parking Lot	Design w/ 60+ parking spaces			x	x	x		x	x	x	x	70
	Stormwater management				x	x		x	x		x	50
	Strategic LED lighting					x			x	x	x	40
	Camera + security system										x	10
Bathhouse	Reconstructed or renovated design	x	x	x	x	x	x	x	x	x	x	100
	Fencing / gates	x	x			x					x	40
	WiFi system									x	x	20
Pool	Replace/repair pool gutter system	x	x		x	x	x	x	x		x	80
	Fencing	x	x			x		x			x	50
	Small splash pad						x			x		20
Pump House	New roof		x			x					x	30
	Pump + treat upgrades	x	x			x		x			x	50
	Connection to splash pad				x		x			x	x	40
Landscaping	Create family-friendly gather areas						x			x	x	30
	Invasive species management +										x	10
	Long-term maintenance plan										x	10
	Drainage + irrigation controls				x						x	20
	Natural playground						x			x		20
Fraser Field	New backstop + winged fencing						x	x			x	30
	LED lighting							x			x	20
	Boosted WiFi									x		10
	Outfield safety net							x			x	20
	Future irrigation system										x	10
Warren Field	Infield/mound improvements						x	x			x	30
	LED lighting							x			x	20
	Boosted WiFi									x		10

	Fencing / guardrail										x	10
	Future irrigation system										x	10
Utilities	Upgraded electrical systems	x	x		x	x		x	x		x	70
	Buried electrical lines	x			x	x		x	x		x	60
	Integrated LED lighting plan				x			x	x		x	40
	Integrated security system				x						x	20
	Boosted WiFi									x		10

PROPOSED EVALUATION MATRIX - PROJECT PRIORITIZATION

FACILITY	ELEMENTS AND PRIORITIES	10 PTS LIFE - SAFETY / CODES ISSUE	10 PTS CRITICAL MAINTENANCE	10 PTS UNIVERSAL ACCESS	10 PTS CRITICAL TO CONSTRUCTION SEQUENCE	10 PTS CRITICAL TO SITE / FACILITY FUNCTIONALITY	10 PTS RECREATION VALUE	10 PTS ALLOCATED FUNDING (CIP)	10 PTS TIED TO LWCF OR CDBG	10 PTS COMMUNITY PRIORITY	10 PTS CITY PRIORITY	SCORE
Main Street Entrance	Conforming signage with LED lighting									x	x	20
	Landscaping / streetscape elements										x	10
Trail System	ADA accessibility			x			x	x	x		x	50
	Security / LED lighting										x	10
	Fencing / guardrail										x	10
Parking Lot	Design w/ 60+ parking spaces			x	x	x		x	x	x	x	70
	Stormwater management				x	x		x	x		x	50
	Strategic LED lighting					x			x	x	x	40
	Camera + security system										x	10
Bathhouse	Reconstructed or renovated design	x	x	x	x	x	x	x	x	x	x	100
	Fencing / gates	x	x			x					x	40
	WiFi system									x	x	20
Pool	Replace/repair pool gutter system	x	x		x	x	x	x	x		x	80
	Fencing	x	x			x		x			x	50
	Small splash pad						x			x		20
Pump House	New roof		x			x					x	30
	Pump + treat upgrades	x	x			x		x			x	50
	Connection to splash pad				x		x			x	x	40
Landscaping	Create family-friendly gather areas						x			x	x	30
	Invasive species management +										x	10
	Long-term maintenance plan										x	10
	Drainage + irrigation controls				x						x	20
	Natural playground						x			x		20
Fraser Field	New backstop + winged fencing						x	x			x	30
	LED lighting							x			x	20
	Boosted WiFi									x		10
	Outfield safety net							x			x	20
	Future irrigation system										x	10
Warren Field	Infield/mound improvements						x	x			x	30
	LED lighting							x			x	20
	Boosted WiFi									x		10

	Fencing / guardrail										x	10
	Future irrigation system										x	10
Utilities	Upgraded electrical systems	x	x		x	x		x	x		x	70
	Buried electrical lines	x			x	x		x	x		x	60
	Integrated LED lighting plan				x			x	x		x	40
	Integrated security system				x						x	20
	Boosted WiFi									x		10

PROPOSED EVALUATION PROCESS - SCOPE REFINEMENT

FACILITY	ELEMENTS AND PRIORITIES	10 PTS LIFE - SAFETY / CODES ISSUE	10 PTS CRITICAL MAINTENANCE	10 PTS UNIVERSAL ACCESS	10 PTS CRITICAL TO CONSTRUCTION SEQUENCE	10 PTS CRITICAL TO SITE / FACILITY FUNCTIONALITY	10 PTS RECREATION VALUE	10 PTS ALLOCATED FUNDING (CIP)	10 PTS TIED TO LWCF OR CDBG	10 PTS COMMUNITY PRIORITY	10 PTS CITY PRIORITY	SCORE	BUDGET (OOM)
Trail System	ADA accessibility			x			x	x	x		x	50	$ 15,000
Parking Lot	Design w/ 60+ parking spaces			x	x	x		x	x	x	x	70	$ 120,000
	Stormwater management				x	x		x	x		x	50	$ 35,000
Bathhouse	Reconstructed or renovated design	x	x	x	x	x	x	x	x	x	x	100	$ 140,000
Pool	Replace/repair pool gutter system	x	x		x	x	x	x	x		x	80	$ 10,000
	Fencing	x	x			x		x			x	50	$ 20,000
Pump House	Pump + treat upgrades	x	x			x		x			x	50	$ 30,000
Utilities	Upgraded electrical systems	x	x		x	x		x	x		x	70	$ 25,000
	Buried electrical lines	x			x	x		x	x		x	60	$ 10,000

ESTIMATED COST	$	405,000
IDENTIFIED BUDGET	$	400,000
15% CONTINGENCY	$	(60,000)
TARGET BUDGET	$	340,000
REQUIRED ADJUSTMENT	$	65,000

*NOTE: COSTS SHOWN ARE FOR ILLUSTRATION PURPOSES ONLY

PROPOSED TASKS

Based on our review of the Request for Proposals, we offer the following detailed work plan that addresses how we recommend helping the City with this project.

Task 1 | Project Kick-off and Survey: Regina and Jon will meet initially with City staff to kick the project off. We expect to review initial project priorities and timelines, establish appropriate lines of communication, identify personnel that will be involved with the project for all stakeholders, and other similar administrative tasks. Additionally, we expect to introduce the Evaluation Matrix and discuss an initial project budget breakdown. Input on the Evaluation Matrix and project budget breakdown from stakeholders will be requested within a week of the kickoff meeting.

Independent of the Kick-off meeting, deed research will begin by the surveyor and field work would be expected to start soon thereafter.

Task 2 | Project Scope Definition/Refinement: Based on the project discussions at the Kick-off meeting and the Team's review of responses on the Evaluation Matrix forms, we will prepare an initial Project Scope and share it with all stakeholders. Conceptual design and project costing will be developed based on the refined Project Scope. Presentation of the conceptual design and refined Project Scope to stakeholders in a public meeting setting can be arranged at this point.

Task 3 | Preliminary Design: Based on responses from Task 2, preliminary design of the prioritized elements of the project will begin in earnest and Preliminary Design Plans will be produced. Continued ordinance review, permitting regulation review and and permitting support to the City's project manager will occur simultaneously. We will provide weekly updates during the Preliminary Design stage (via email) and expect to have web-based, one-hour meetings with City Staff every two weeks.

Coordination with vendors, stakeholders and inter-team members will be crucial to maintain efficiency throughout this process. At the start of preliminary design, we will work with the City to identify design development outreach and coordination needs.

Task 4 | Innovative Design: Based on the work performed in Task 3, we will work with the City to identify areas of the design that may be refined to integrate innovative ideas to maximize the improvements to the project, while stretching the available budget. We expect that additional design and project costing services, as well as 2-hours of web-based meeting time will be necessary to properly analyze the integration of innovative design features. Consistent communication and coordination with City Staff will continue throughout.

Task 5 | Final Design: Refine the Project Scope, based on the results of Task 4, fully integrate innovative design elements into the Preliminary Design Plans, update project costing and prepare Final Design Plans. Work with City and vendors to define preliminary construction specifications.

Task 6 | Permitting: Prepare, collect and coordinate Final Design Plans and other permitting materials necessary to support required permit applications to be prepared and filed by the City. Prepare presentation boards for use by City Staff in public permitting meetings. Prepare and coordinate response review comments formulated during the permitting review process. Revisions to plans and permitting materials will be included for one round of review comments.

Task 7 | Project Manual Preparation: Once permitting is nearing conclusion, we would continue to prepare and refine final construction specifications and prepare a Project Manual in preparation for construction bidding. The Project Manual will include Instructions for Bidders, example contract documents, paperwork required by funding sources, construction specifications, final design plans, etc. We will assist the City in the bidding process by preparing an advertisement for bidding, coordinate the sale of the Project Manual, coordinate a pre-bid meeting, answer bidder questions, prepare an addenda, etc.

ASSUMPTIONS / LIMITATIONS

In addition to assumptions and limitations noted in Exhibit D – Bidders Table, our initial assumptions regarding the design and permitting for this project are as follows:

1. We will work with the City and all stakeholders to define the Project Scope by participating in a decision-making process including budget breakdowns and the Evaluation Matrix. Defining the Project Scope will streamline the assumptions and limitations early in the process and manage expectations for the project from the start.
2. We are limited to the information provided in the RFP, Pre-Bid Site Walk and RFP Addendum 1 and expect to refine assumptions and gather more information on each element and priority requested on Exhibit D – Bidders Table as the project proceeds.
3. We have included initial budget breakdown assumptions within the included Proposed Evaluation Process – Scope Refinement table, within the Project Approach section of this proposal.
4. The property available for the project is close to the property lines indicated on the City's GIS system as well as loosely indicated on the ground by existing site features, such as: fencing, vegetated stands, clearing/mowing limits, existing buildings, accessways, etc.
5. Construction of a new bathhouse/pumphouse will be necessary to achieve the goals of the City and provides opportunities to include innovative ideas into the building design to maximize the use, while minimizing maintenance of the building from season to season.
6. Due to the limited introduction of new development on the property, we assume that no state or federal permits will be required for this project. Local permitting is expected to include Site Plan approval from the Planning Board. Shoreland Zoning and Village Review Overlay Zone permitting will be included within the Site Plan application.
7. Due to the current pandemic, we assume that in-person meetings will be limited and most meetings will be conducted as remote access meetings, over a web-based platform.
8. Services are limited to those discussed within this proposal and will be specifically defined within a contract agreement with the City. Services such as legal, geotechnical, natural resource delineation, etc. are excluded from our proposal.

SECTION 3 | PROJECT FEES

For this project, it is our understanding that the City would like a **Lump Sum Fee**, therefore we propose a **Lump Sum Compensation Fee of $120,000** to perform the services discussed within this proposal document.

CES prepared the projected cost estimate based on our understanding of your project and similar projects. These costs include all charges for labor, materials, expenses, production, communication, markups and other cost necessary to perform the indicated service. Costs directly associated with the production of the Project Manual for the bidding process are not included.

LITIGATION/COURT RELATED MATTERS: When serving as consultants to members of the legal profession and as expert witnesses in courts of law, arbitration proceedings, and administrative adjudication proceedings, hourly fees for personnel will be invoiced at 1½ (one and one-half) times the standard hourly rate. This rate is also applicable to time associated with preparation for these services.

INVOICES: Invoices, calculated on a percent complete basis, will be submitted on a monthly basis and will be due when rendered. Interest at a rate of 1½% per month will be assessed to bills remaining due and not paid within 30 (thirty) days.

SECTION 4 | PROJECT TIMETABLE

Scope, Schedule, and Budget are the three main parts that need to be managed effectively to obtain project success. From a scheduling standpoint, we manage our internal resources both weekly and three months out. This allows us the ability to maintain a focus on short term deliverables while determining workload required to meet all needs in the pipeline.

As a team, we have reviewed the timeline you have presented, and we believe that the following table describes the best approach to accomplishing the tasks needed to hit your goals. This timetable is created based on a being selected as the design team with an executed contract and Notice to Proceed by September 15, 2020.

TASK	START DATE	END DATE
1 – Project Kick-Off and Survey	09-15-2020	10-02-2020
2 – Project Scope Definition	09-15-2020	10-02-2020
3 – Preliminary Design	09-21-2020	10-09-2020
4 – Innovative Design	10-05-2020	10-16-2020
5 – Final Design	10-16-2020	11-05-2020
6 - Permitting	10-16-2020	11-05-2020
7 – Project Manual Preparation	12-02-2020	12-15-2020

SECTION 5 | INNOVATIVE DESIGN

To stretch the budget and achieve added value for this project, the City and the design team will need to approach the project innovatively from the start. The City has done an excellent job detailing the critical elements and community priorities, but it will be necessary to think out of the box to achieve them with the current funding. The design team can lead design innovation and also help identify ways to use City materials and labor, opportunities for collaboration with organizations, or features that may align well with community donations or sponsorship. Our team members have worked with many communities to complete projects cost effectively with design innovation, partnerships, and community collaboration. Here are a few of our preliminary thoughts with regard to the Cornelia Warren Rec Area:

1. GREEN PARKING LOT & STORMWATER. Green parking lots typically cost 25% more than a standard paved lot, but while the upfront cost is steep, there are recognizable longterm environmental benefits. Incorporating pervious pavers strategically - such as in parking bays - can offer the City the best avenue for helping the City meet its stormwater treatment goals. The stormwater can be carefully managed to take advantage of existing drainage systems to the extent possible. This approach will help reduce upfront costs while allowing for the expansion of green stormwater treatment areas in the future.

2. LIGHTING WITH SECURITY TECHNOLOGY. Explore opportunities to integrate HD security cameras with lighting in the parking lot, new pool house and elsewhere. Plug and play technology (such as Eaton's Lumensafe technology) can help the City meet its lighting and security needs for significantly less than stand-alone installations. The technology works well with most modern video or security monitoring systems and can be connected via cellular, wireless, or ethernet.

3. POOL HOUSE & PUMP HOUSE. A new pool house building offers the opportunity to integrate innovative products and materials, such as signage and windows, to address programmatic needs as well as environmental sustainability goals. For example, using wall-mounted, back lit, halo lettering can provide a unique ambiance as well as a source of exterior lighting. Window size and placement can be oriented to maximize solar exposure and to improve sight lines through the building, if needed, to other spaces. Upgrading existing utilities for the pump house offers an incredible opportunity to dovetail systems for the pool and future splash pad. The City may want to consider solar technology to generate energy for pool heating. The cost for a solar pool heater is comparable to a traditional gas or electric system, but will lessen operating costs over time.

The new/renovated pool house offers a perfect opportunity for sponsorship or memorial gift. Conceptual design could include the preparation of visual graphics to assist the City with

outreach, and our design process could investigate ways to thoughtfully integrate recognition of those partners in ways appropriate for an important public recreation facility.

4. SITE ELEMENTS & MATERIALS. While the City's allocated funds for a natural playground will be prohibitive, the design team can find fun ways to integrate creative features into the site improvements. For example, fun, multi-functional elements such as stacked timber blocks (see picture) serve as seating as well as a play feature. Placing features like this along the pathways helps create a linear playground experience for kids, allowing them to engage with elements along the route. The site benefits from a full range of topography. Features such as reclaimed granite curbing or large boulders can be set strategically to create engaging landscapes for kids and families.

5. VEGETATION MANAGEMENT. Invasive vegetation along the pathways and bordering the park will need to be managed over time and routinely monitored to improve sight lines and preserve native plant communities. Working with the local conservation commission or environmental organization to develop an integrated pest management plan is a cost-effective and sustainable approach to addressing this issue for the long term. It is also likely to be more successful since the groups provide experience and knowledge as well as monitoring capabilities.

SECTION 6 | LITIGATION

CES does not have any current litigation. CES has three closed cases in the past five years that have resulted in settlements. Based on legal settlement agreements, the parties to the settlements have legally agreed to not disclose details of the cases or settlements. CES has maintained its position throughout the settlement processes that the services provided for all three projects did not violate contract agreements nor industry standards.

SECTION 7 | ADDITIONAL INFORMATION

We have included additional information regarding our Quality Control, budgetary management, and communication processes for your consideration.

QUALITY CONTROL

The CES team offers a full complement of professional services that can address your project needs including expertise in Civil, Structural, Mechanical, and Environmental Engineering, Survey, Planning, and Sciences.

CES, Inc. (CES) is committed to being recognized in Maine as a leading consulting firm providing engineering, surveying, sciences, planning, and other related services. A large part of being recognized as a leading firm is achieving quality results and providing a quality deliverable. Given this, we created a Quality Assurance/Quality Control Policy that must be followed for all project deliverables.

This policy should be referred to by CES staff during the preparation of project deliverables and when initiating document review. Documents prepared must be based on accurate technical information, easy to read, well written, and well organized. Documents that are clear, concise, easily understood, and without errors are essential.

Utilizing the Quality Assurance/Quality Control (QA/QC) Policy will assist in meeting these requirements. QA is the process that ensures prudent quality control measures have been established and the desired quality in a deliverable or service is achieved. QC refers to the procedures, methods, and actions that are routinely employed to produce conformance with requirements and expectations.
CES' policy ensures that:

- Quality work is consistently performed and that quality deliverables are consistently produced.
- Project documents are prepared in accordance with current regulations, policies, procedures, guidelines, and standards established at CES.
- Project documents have undergone the necessary technical and editorial review processes. Completing/performing quality work is the responsibility of every individual at CES.

By incorporating this QA/QC process and policy into our daily work practices, CES staff will identify errors, omissions or potential conflicts, ask questions, or raise issues pertaining to items of design features that present problems.

BUDGETARY MANAGEMENT

From a budget perspective, we view a client's money as if it were our own, which means we take a fiscally conservative approach. We begin our discussion with a client to gain an understanding of their project's budget. Once the budget is known, we can design the project to fall within the estimated costs. We typically provide cost estimates twice during design, once with the preliminary design submission and once with the final design submission. We carry contingencies in our pricing, typically based on a percentage of the total cost, which changes as more information is developed. The contingency provided during conceptual design is more than that presented with the final design because less information is known at that point. We feel strongly that our clients should budget for unknowns through a contingency. We have found that being able to provide our client with realistic budgeting allows successful project implementation.

The following table lists recent projects and associated costs, illustrating our proven success with budgetary management for our clients.

PROJECT	EST. COST	BID AMOUNT	FINAL COST
Sylvan Road Drainage – Town of Mount Desert	$569,050	$372,051	$413,035
Call Road Phase II & III – Milford/OTWD	$1,000,000	$750,461	$720,942
Oak Grove Sewer – Veazie Sewer District	$377,119	$294,652	$304,687
Odlin Road Pump Station – City of Bangor	$1,019,430	$970,150	$959,059
Bridge/Culvert Replacement – DVEM T2R9	$303,000	$203,000	$203,000
Sand/Salt Shed – Town of Burlington	$393,558	$319,495	$319,495

COMMUNICATIONS

Our overall approach to a project can be summarized in one word - collaboration. We value the institutional knowledge that our clients possess, and we routinely look to build on their local experiences. We see our role, besides providing technical expertise, as helping our client coordinate efforts to achieve future growth and development goals. Effective coordination, good project planning and consistent communication are instrumental in our overall relationship and for our approach to specific projects.

Change is the only constant with any project. Our staff members are adept at identifying the changes that occur throughout the progress of the design and construction and effectively communicate the resulting impact with our clients. Since change can impact schedule and budget, timely and effective communication with all involved parties is necessary. Our goal is to minimize the unknowns for the bidders in order to decrease and hopefully eliminate change orders.

The success of our business has been built over the last 42 years primarily through the relationships we have been able to develop and the on-going business we obtain from our repeat clients. Many of our clients have been with us since our beginning in the late 1970's, which we feel is a testament to the importance we place on relationships.

Regina Leonard, PLA

Senior Landscape Architect

Regina has over 21 years of experience in landscape architecture with a primary focus on public landscapes. Her background as a municipal landscape architect lends a unique perspective to her work. She understands the inherent complexities of civic-scale projects and has demonstrated experience working with communities and interest groups toward common goals. Over the years, she has forged strong alliances with officials, regulatory agencies, neighborhood, and advocacy groups to advance a wide variety of civic-scale projects.

Parks & Recreation

Regina's park work includes design and planning for parks and recreation facilities at all levels from site design through town-wide facilities master planning. Her experience spans from expansive parks to small urban plazas, playgrounds, athletic fields, and natural areas. Many of her projects integrate public art, memorials, architectural, and historic features.

- Amesbury Sports Fields Master Plan, Amesbury, Massachusetts
- Agawam Parks & Recreation Master Plan, Agawam, Massachusetts
- Baxter Elementary School Playground, Portland, Maine
- Bayside Community Park, Portland, Maine
- Confluence River Park, Montpelier, Vermont
- Deering Oaks Park Playspace, Portland, Maine
- Dougherty Field Recreational Facility Master Plan, Portland, Maine
- Dougherty Field Phase One Improvements, Portland, Maine
- Dougherty Field Master Plan Update, Portland, Maine
- Dougherty Field Playground Design, Portland, Maine
- East End Community Playground, Portland, Maine
- Eastern Promenade Trail Improvements, Portland, Maine
- Eastern Promenade Street Tree Recommendations, Portland, Maine
- Franklin Pasture Bike Path, Lewiston, Maine
- Fort Allen Park Landscape Preservation Plan, Portland, Maine
- Fort Allen Trail Plan, Portland, Maine
- Fort Sumner Park Rehabilitation Plan, Portland, Maine
- Gateway Park Planting Plan, Lewiston, Maine
- Hall School Boulder Garden, Portland, Maine
- Head of Tide Park, Topsham, Maine
- High Street Park Improvements, South Portland, Maine
- Hislop Park Master Plan & Phase One, Portsmouth, New Hampshire
- Loring Memorial Trail, Portland, Maine
- Bernard Langley Sculpture Preserve, Cushing, Maine
- John F. Kennedy School Playground, Biddeford, Maine
- Kiwanis Pool Playground Design, Portland, Maine
- Maple Haven Park Master Plan, Portsmouth, New Hampshire
- Mill River Park Design, Thomaston, Maine
- Mill Creek Park Improvements, South Portland, Maine
- Mirada Adams Park, Portland, Maine
- Peirce Island East End Trails Project; Portsmouth, New Hampshire
- Peppermint Park Concept Plan, Portland, Maine
- Public Landing Revitalization Plan, Rockland, Maine
- Prentiss Park Master Plan, Saco, Maine

YEARS EXPERIENCE

21 Landscape Architect

7 Landscape Industry

EDUCATION

MLA, Landscape Architecture
University of Massachusetts

BS, Landscape Horticulture
University of Maine

LICENSE CERTIFICATIONS

Landscape Architect - ME, VT

Council of Landscape Architectural Registration Board (CLARB)

Maine DOT Locally Administered Project (LAP) Certification, exp. 2022

AFFILIATIONS

American Society of Landscape Architects (ASLA)

Leadership, Maine Section, Boston Chapter ASLA

Association of Pedestrian and Bicycle Professionals

Maine Olmsted Alliance for Parks and Landscapes, Board of Trustees (former)

- Riverton Schoolyard Greening Project, Portland, Maine
- Riverton Playground Site Design, Portland, Maine
- Rockport Harbor Park Master Plan, Rockport, Maine
- Sanford Parks and Recreation Master Plan, Sanford, Maine
- Sohier Park Improvements, York, Maine
- Tate-Tyng Playground Improvements, Portland, Maine
- Taylor Street Park Improvements, Portland, Maine
- Veterans' Green, South Portland, Maine
- Veterans' Park Municipal Waterfront Improvements, Milo, Maine

Trails

Regina's involvement in trails projects spans across all phases of work, from feasibility studies, field layout, design, permitting, and construction. Over the years, she has developed strong relationships with trail organizations and land trusts, and public land managers. Her focus on secondary trails is unique in the design and engineering field. She works very closely with communities to find cost-effective and environmentally sensitive solutions to trail development - often through partnerships with experienced nonprofit advocacy groups.

- Bridge to Bridge Trail Project, Topsham, Maine
- Cobbossee Stream Trail, Gardiner, Maine
- Cliffside Landscape Trail Planning, Fort Williams Park, Cape Elizabeth, Maine
- Eastern Promenade Trail Improvements, Portland, Maine
- Fort Allen Trail Project, Portland, Maine
- Franklin Pasture Bike Path, Lewiston, Maine
- Loring Memorial Trail, Portland, Maine
- Lower Fort Sumner Park & Trail Improvements, Portland, Maine
- Mill River Park Trails, Thomaston, Maine
- Peirce Island East End Trails Project, Portsmouth, New Hampshire
- Riverfront Trail Feasibility Study, Topsham, Maine
- Town Landing Trail Permitting & Design, Topsham, Maine

Natural Areas

Regina's field experience in landscape maintenance combined with her training in horticulture and landscape architecture make her especially prepared to assist clients in the restoration and maintenance of natural areas. She has worked with many communities to assess landscape health and develop strategies for improving sustainability and ecological value. Two of her recent projects, the Willard's Woods Brook Restoration and the Capisic Pond Restoration, received awards for excellence in engineering.

- Anchorage Embankment Restoration Landscape Plan, Ogunquit, Maine
- Capisic Pond Park Restoration Plan, Portland, Maine
- Capisic Pond Watershed Study & Pond Restoration Plan, Portland, Maine
- Capisic Pond Restoration - Construction Phase, Portland, Maine
- Cliff Walk Landscape Management Plan, Fort Williams Park, Cape Elizabeth, Maine
- Clifton Street Drainage Improvements, Filtration Plantings, Portland, Maine
- Eastern Promenade, Portland, Maine
- Jacob's Ladder Trail Vegetation Management Plan, Lee, Massachusetts
- Long Creek Watershed Filtration Plantings, South Portland, Maine
- Riverside Vegetation Restoration Plan, Portland, Maine
- Rockland Avenue Outfall Naturalization Project, Portland, Maine
- Whipple Hill Stream Restoration Project, Lexington, Massachusetts
- Willard's Woods Brook Restoration Project, Lexington, Massachusetts
- Willard's Woods Invasive Plant Management Plan, Lexington, Massachusetts
- Valleyfield and Grassland Avenue Stormwater Project, Lexington, Massachusetts

Regina Leonard, PLA

Civic/Institutional/Historic

Over the course of her career, Regina has been involved with many institutional projects throughout New England, including work for Amherst College, University of Massachusetts, University of Southern Maine Portland and Gorham campuses, and at the Baxter School for the Deaf. Her experience also includes landscape preservation and restoration of significant and special landscapes, including the Fort Allen Park Landscape Restoration Project which received a Preservation Honor award from Greater Portland Landmarks in 2016.

- Amherst College Landscape Improvements & Plantings, Amherst, Massachusetts
- Bayside Village Seawall Feasibility Study & Conceptual Design, Northport, Maine
- Fort Allen Park Landscape Restoration Plan, Eastern Promenade, Portland, Maine
- French Hall Site Improvements, University of Massachusetts, Amherst, Massachusetts
- Frederick Harris Elementary School Memorial Garden, Springfield, Massachusetts
- Governor Baxter School for the Deaf, Dormitory Expansion Planning, Falmouth, Maine
- Headmaster's House Landscape, Loomis Chaffee School, Windsor, Connecticut
- Joshua Chamberlain Statue Project, Brunswick, Maine
- Mayor Baxter Woods Master Plan, Portland, Maine
- Municipal Complex Master Plan, Portsmouth, New Hampshire
- Municipal Building Sign Design, South Portland, Maine
- Public Library Signage & Landscape Improvements, South Portland, Maine
- Reiche School Master Plan Charrette, Portland, Maine
- Rondileau Campus Center, Bridgewater State College, Bridgewater, Massachusetts
- Restoration of the Sunken Garden at The Elms, Newport, Rhode Island
- Soujourner Truth Memorial, Florence, Massachusetts
- Touchstone School Master Plan, Grafton, Massachusetts
- Union College Circulation, Open Space & Parking Study, Schenectady, New York
- University of Southern Maine Arts Campus, Gorham, Maine
- University of Southern Maine Exeter Street Enhancement; Portland, Maine
- Ventfort Hall, Historic Plantings Assessment, Lenox, Massachusetts
- Vienna Town Hall Master Plan, Vienna, Maine
- York Village Master Plan & Preliminary Design | York, ME

Jon H. Whitten, Jr., PE

Project Manager

Jon H. Whitten, Jr. has over 20 years of civil engineering experience related to site development project management, design and permitting. Design experience includes private and public infrastructure, including roadways, utilities, stormwater management systems, and erosion control features for municipal, commercial and residential projects. Working on a wide range of projects of varying size and location, Jon has extensive management and coordination of Local, State and Federal zoning, natural resources and regulatory permits throughout the State of Maine. Specific types of projects Jon has managed include: Commercial Site Plans, Residential/Commercial Subdivisions, Condominium Development, Municipal/State Roadways and Utilities, Gravel and Rock Extractions, Solid Waste Facilities, Recreation Trails, Construction Administration/Observation, Post Construction Stormwater Inspections, etc.

jwhitten@cesincusa.com
(207) 989-4824

Professional History

2019 – Present

CES, Inc.
Project Manager

2015 – 2019

Plymouth Engineering Inc.
Senior Project Manager

2006 – 2015

Terradyn Consultants, LLC
Principal / Project Manager

1996 – 2006

Sebago Technics, Inc.
Project Manager / Project Engineer

Core Expertise

Site Design and Permitting

Utilities and Roads

Construction Administration/Oversight

Environmental Permitting

Education

B.S. Civil Engineering, University of Maine, Orono

Registrations

Professional Engineer,

State of Maine (#10414)

MDOT LPA Certified

Affiliations

American Society of Civil Engineers

National Society of Professional Engineers

Project Experience

Whole Oceans Aquaculture Facility | Bucksport, Maine

Jon currently serves as CES's Engineering Design Project Manager for the proposed Whole Oceans Aquaculture Facility, a large, state of the art, Land Based Aquaculture Facility, on the site of the old Verso Paper Mill in Bucksport, Maine. The project includes the development of approximately 22-Acres of new buildings and a myriad of support system components on a 104-Acre site. CES plays an important role as a member of the Whole Oceans Design Team, which is a collaboration of several consultants from various locations throughout the United States and Canada. CES, Inc., recently, successfully coordinated the submittal, review and approval of an Amended Site Location of Development Act (SLODA) Permit from the Maine Department of Environmental Protection and a Town of Bucksport Land Use Permit. Final design and construction planning are currently underway and CES continues to play a significant role in the preparation, coordination and permitting of these plans and documents.

Town of Baldwin | Baldwin, Maine

Jon served as Project Manager and Project Engineer for the stormwater modeling of over 200 acres of mountainous terrain to establish flow characteristics and flood levels at two problematic culvert crossings on Brown Road in Baldwin, Maine. The re-design of the culvert crossings included the installation of new, larger pipes as well as new vertical alignment for approximately 700 LF of roadway. Jon coordinated with FEMA and MDEP throughout the project design and construction observation for this project.

Dearborn Precision Tubular Products, Inc. | Fryeburg, Maine

Jon managed the campus planning and design, site grading, stormwater management and permitting for a large expansion of an existing site. The site included 22 acres of impervious area on a 76-acre parcel of land. Stormwater management features included catch basin and pipe system, dry swales, and large infiltration basins. Jon worked closely with a construction firm to obtain a Site Location of Development Permit from MDEP for this project.

Watchic Lake Association | Standish, Maine

Several waterfront properties on the eastern shore of Watchic Lake were experiencing degradation of their property due to lack of stormwater runoff control. Jon worked with landowners, Watchic Lake Association Members, the Town of Standish, and MDEP to develop a shared stormwater management system to responsibly convey runoff from the north side of Route 114 to Watchic Lake. Work included the use of natural, wooded wetlands to temporarily impound runoff, a serpentine, vegetated swale and a settling basin, swale and culvert system.

Residential Development Projects | Various Locations, Maine

Longfellow Street Condominiums, Westbrook, Maine – 12-unit condominium project with private access drive, public water and sewer, underground utilities, natural gas, and LID stormwater features.

Majestic Woods Subdivision, Westbrook, Maine

Patrick Drive, Scarborough, Maine

City of Westbrook, Maine

Addendum #1

Cornelia Warren Recreation Area

RFP Q+A

EXHIBIT D
BID TABLE

Bidder (firm or team) should complete the following bid table and submit with the full proposal to clearly state the critical project elements and the community priorities that ARE and/or ARE NOT included in their proposal + proposed lump sum cost estimate.

When completing the table, please note the following:

- With respect to COLUMN 2, be sure to state if any elements have an additional or stand-alone cost estimate associated with them specifically.
    - For example, if a geotechnical exploration is recommended, please specify this under "Other: geotechnical exploration ".
    - Any other additional or stand-alone elements should be clearly specified here.
- With respect to COLUMN 3:
    - YES indicates that the element or priority is included in the bidder's proposal + lump sum estimate
    - NO indicates that the element or priority is not included in the bidder's proposal + lump sum estimate
- With respect to COLUMN 4, any assumptions and/or clarifying comments should be included here.

City of Westbrook, Maine

EXHIBIT D – BIDDERS TABLE

See instructions on previous page. This completed table should be included with your proposal.

FACILITY	COLUMN 2 ELEMENTS AND PRIORITIES	COLUMN 3 YES/NO	COLUMN 4 ASSUMPTIONS OR COMMENTS
Main Street Entrance	**Complete street scape design**	YES	Easement needed
	Conforming signage + LED lighting	YES	
	Vehicular, bicycle, pedestrian consideration	YES	
	Other: _____	NO	
	Innovative feature(s) included?	NO	
Trail System	**ADA accessibility**	YES	
	Security / LED lighting	YES	
	Fencing / guardrail	YES	
	Other: _____	YES	
	Innovative feature(s) included?	YES	Stormwater Treatment
Parking Lot	**Design w/ 60+ parking spaces**	YES	
	ADA compliance	YES	
	Stormwater management	YES	
	Strategic LED lighting	YES	
	Camera + security system	YES	
	Other: _____	NO	
	Innovative feature(s) included?	YES	Surface/stormwater Treatment
Bathhouse	**Reconstructed or renovated design** (please specify)	YES	We recommend reconstruction/relocation of bathhouse
	ADA compliant design	YES	
	Demolition costs	YES	
	Exterior restrooms available	YES	utilize new design to support multiple uses for the building
	Fencing / gates	YES	
	WiFi system	YES	
	Other: _____	YES	combination of bath and pump house
	Innovative feature(s) included?	YES	solar, lighting, re-use of water, combining splash pad

City of Westbrook, Maine

FACILITY	COLUMN 2 ELEMENTS AND PRIORITIES	COLUMN 3 YES/NO	COLUMN 4 ASSUMPTIONS OR COMMENTS
Pool	**Replace/repair pool gutter system**	YES	
	Fencing	YES	
	Small splash pad	YES	combine source of water with the pool system.
	Other: _____	NO	
	Innovative feature(s) included?	NO	
Pump House	New roof	YES	combine pump house with bathhouse in new building
	Pump + treat upgrades	YES	
	Connection to splash pad	YES	
	Other: _____	YES	
	Innovative feature(s) included?	YES	stormwater treatment, re-use of water, solar use
Landscaping	**Create family-friendly gather areas**	YES	
	Invasive species management + strategic river views	YES	
	Plan selection (native, non-invasive, drought-resistant, salt-tolerant)	YES	
	Long-term maintenance plan	YES	
	Drainage + irrigation controls	YES	irrigation likely limited to cost estimating for future funding
	Natural playground	YES	re-use stockpiled materials to construct elements of playground
	Other: _____	YES	educational signage stations
	Innovative feature(s) included?	YES	combine landscape with drainage BMP's
Fraser Field	**New backstop + winged fencing**	YES	
	LED lighting	YES	
	Boosted WiFi	YES	
	Outfield safety net	YES	
	Future irrigation system	YES	irrigation likely limited to cost estimating for future funding
	Other: _____	NO	
	Innovative feature(s) included?	NO	

City of Westbrook, Maine

FACILITY	COLUMN 2 ELEMENTS AND PRIORITIES	COLUMN 3 YES/NO	COLUMN 4 ASSUMPTIONS OR COMMENTS
Warren Field	**Infield/mound improvements**	YES	
	LED lighting	YES	
	Boosted WiFi	YES	
	Fencing / guardrail	YES	
	Future irrigation system	YES	
	Other: _____	YES	
	Innovative feature(s) included?	YES	
Utilities	**Upgraded electrical systems**	YES	
	Buried electrical lines	YES	
	Integrated LED lighting plan	YES	
	Integrated security system	YES	
	Boosted WiFi	YES	
	Other: _____	NO	
	Innovative feature(s) included?	YES	Use of solar power
Planning + Permitting Support		YES	
	Meetings with the City	YES	
	Coordination with regulators	YES	
	Submittals to regulators	YES	
	Other: _____	YES	
	Innovative feature(s) included?	NO	
Construction bid documents		YES	
	Bid advertisement language	YES	
	Plans + specifications	YES	
	Opinion of construction cost	YES	
	Other: _____	YES	example contract language
	Innovative feature(s) included?	NO	

CES, Inc.
Professional Services Terms and Conditions

1. General

These Professional Services Terms and Conditions, together with the attached proposal and Schedule of Charges, collectively constitute the "Agreement" as that term is used herein between CES, Inc. ("Consultant") and the entity or person to whom the proposal is addressed ("Client") to perform basic Services. The Schedule of Charges may be omitted for lump sum type Agreements.

2. Services

The Consultant agrees to perform the services ("Services") for Client described in the proposal to which these Professional Services Terms and Conditions are attached. Consultant will initiate the Services after receipt of Client's approved and accepted Proposal(s). All Proposals (written or otherwise) are acknowledged to be incorporated into and made a part of the Agreement. It is understood and agreed by the parties that certain conditions or emergencies may arise in which it is to the mutual benefit of the parties that the Consultant initiate Services not identified in the Agreement but which are based upon verbal authorization provided by Client. In such cases, Consultant agrees to commence such verbally authorized Services and Client agrees to compensate Consultant accordingly. All Services verbally authorized by Client in this manner will be governed by the terms of the Agreement. Responding to, or complying with, subpoenas, depositions, testimony, or document retrieval related to the Services will be considered "litigation response" and shall be part of the Services provided that such litigation is unrelated to Consultant's indemnity hereunder.

3. Additional Services

All Services that are not specifically included in, or reasonably inferred to be included in, the Services will be considered Additional Services. Upon request of Client or discovery by Consultant of changed, or latent, or previously undisclosed conditions affecting the cost and/or scope of the Services, Consultant will prepare a written proposal for such Additional Services which, upon written acceptance of Client, will be considered a change order ("Change Order") under this Agreement. All Additional Services verbally authorized by Client will be governed by the terms of this Agreement.

4. Compensation for Services

Client agrees to compensate Consultant in accordance with the Proposal which may be on a lump sum, fixed unit, or time and materials basis depending upon the nature of the Services and the information reasonably available to Consultant at the time the Proposal is prepared. Except for lump sum pricing, Consultant's proposed price is its reasonable best estimate of the cost to perform the Services based upon information generally available to Consultant at the time the Proposal is prepared. It is understood, however, that circumstances or conditions may arise during the performance of the Services that affect the project price which could not have reasonably been expected or foreseen despite the exercise of due care. As such, the "not-to-exceed" price in other than a lump sum Proposal is not intended to be a firm price. Consultant will notify Client in the event that Consultant anticipates the actual project cost will exceed its time and materials estimate. Thereafter the parties shall enter into a mutually acceptable Change Order. For verbally authorized Services or litigation response Services as described above, Client agrees to compensate Consultant at its then current rates for similar Services. Consultant may adjust its hourly rates at the beginning of each calendar year. Consultant will not raise its rates for any project in-progress prior to notice.

5. Schedules, Budgets, and Estimates or Opinions of Cost

Any schedules or completion dates, budgets, or estimates of cost prepared by Consultant represent Consultant's professional judgment based on its experience and available information. Since neither Consultant nor Client has control over the cost of labor, materials, or equipment, or contractor's methods of determining prices, or over competitive bidding or market conditions, Consultant cannot and does not warrant or represent that actual schedules, budgets or completion dates or actual costs will not vary from schedules or completion dates, budgets, or estimates of cost prepared by Consultant or proposed, established, or approved by Client.

6. Invoices and Payment Terms

Invoices will generally be submitted monthly. Lump sum will be billed as percentage complete during the billing period. In order to facilitate prompt payment to

lower-tier subcontractors or vendors, Consultant may submit invoices to Client on an interim basis for such outside expenses exceeding $10,000. Payment in full is due upon receipt of Consultant's invoice. If client objects to all or any portion of the invoice, Client will notify Consultant within five (5) business days from the date of receipt of invoice and shall promptly pay the undisputed portion of the invoice. The parties will immediately make every effort to settle the disputed portion of the invoice. Interest at the rate of one and one-half (1.5) percent per month will be applied to the outstanding balance for accounts not paid within thirty (30) calendar days from the billing date. Invoices in other than Consultant's standard format or supported documentation for any invoice will be provided at Client's written request. In the event that Consultant must engage counsel to attempt to recover overdue payments, Client will reimburse Consultant for all reasonable attorney's fees and court costs.

7. Suspension and Termination of Contract

Client may terminate this Agreement with seven (7) days prior written notice to Consultant for convenience or cause. Consultant may terminate this Agreement for cause with seven (7) days prior written notice to Client. Failure of Client to make payments when due shall be cause for suspension of Services or, ultimately, termination, unless and until Consultant has been paid in full all amounts due for Services, expenses and other related charges.

8. Term

This Agreement will terminate upon completion of the Services. Notwithstanding the foregoing, Client or Consultant may terminate this Agreement in accordance with the section of this Agreement entitled Suspension and Termination of Services. Client's obligation to compensate Consultant for any litigation response services shall survive termination of the Agreement as described in this paragraph.

9. Standard of Care

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

10. Construction Phase Services

If this Agreement provides for any construction phase Services by Consultant, it is understood that the Contractor (the entity hired by the Client to perform the construction), not Consultant, is responsible for the construction of the project, and that Consultant is not responsible for the acts or omissions of any contractor, subcontractor or material supplier; for safety precautions, programs or enforcement; or for construction means, methods, techniques, sequences and procedures employed by the Contractor.

11. Indemnification

To the fullest extent permitted by law, Client and Consultant each agree to indemnify the other party and the other party's officers, directors, partners, employees, and representatives, from and against losses, damages, and judgments arising from claims by third parties, including reasonable attorneys' fees, and expenses recoverable under applicable law, but only to the extent they are found to be caused by a negligent act, error, or omission of the indemnifying party or any of the indemnifying party's officers, directors, members, partners, agents, employees, or subconsultants in the performance of Services under this Agreement. If claims, losses, damages, and judgments are found to be caused by the joint or concurrent negligence of Client and Consultant, they shall be borne by each party in proportion to its negligence.

12. Insurance

Consultant shall obtain and maintain a policy of professional liability insurance (with prior acts coverage sufficient to cover the Services performed under this Agreement) with policy limits in the amount of not less than $3,000,000 each occurrence / $3,000,000 aggregate. Such insurance will be renewed so as to provide continuous coverage during the term of this Agreement and for a period of at least twelve (12) months following the completion of Consultant's professional Services under the Agreement. Coverage shall not be canceled or reduced in limits by endorsement until at least 30 days prior written notice is given to Client or cancelled for nonpayment of premium until at least 10 days prior written notice is given to Client.

Consultant shall also obtain and maintain the following insurance policies and minimum limits: a) Workers' Compensation Insurance - Statutory; b) Commercial General Liability insurance - $1,000,000 each occurrence / $2,000,000 aggregate; and c) Automobile

Liability - $1,000,000 combined single limit. Consultant will promptly notify Client if, during the terms of this Agreement, insurance of these types and limits become commercially unavailable to Consultant's industry at a reasonable price through consideration fault of Consultant. In such circumstances, the parties will endeavor to negotiate a mutually acceptable resolution in good faith.

13. Limitation of Liability

To the fullest extent permitted by law, Client agrees that the total liability, in the aggregate, of Consultant and Consultant's officers, directors, members, partners, agents, employees, and subconsultants, to the Client, its subsidiary and/or affiliated companies and their respective officers, directors, employees, agents and anyone claiming by, through, or under Client for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of, resulting from or in any way relating to Consultants' Services, this Agreement or any Addenda, from any cause or causes, shall be limited to $50,000 or the total amount of compensation received by Consultant, whichever is greater.

14. Confidentiality

Consultant shall maintain the confidentiality of the project information including but not limited to the nature of the project, the location of any sites under consideration or selected sites, together with any other information supplied to Consultant by Client and designated by Client to be confidential or proprietary, except (1) when such confidential information becomes generally known to the public through no fault of Consultant or (2) when disclosure is required pursuant to applicable governmental regulations or by order of a court of competent jurisdiction.

15. Intellectual Property/Ownership of Documents

All documents prepared or furnished by Consultant pursuant to this Agreement are instruments of Consultant's professional Services, and Consultant shall retain an ownership and property interest therein. Consultant grants Client a license to use instruments of Consultant's professional Services for the purpose of constructing, occupying, and maintaining the project. Reuse or modification of any such documents by Client, without Consultant's written permission, shall be at Client's sole risk and Client agrees to indemnify and hold Consultant harmless from all claims, damages, and expenses, including attorney's fees, arising out of such reuse by Client or by others acting through Client.

16. Use of Electronic Media

Copies of documents that may be relied upon by Client are limited to the printed copies (also known as hard copies) that are signed or sealed by Consultant. Files in electronic media format or text, data, graphic or other types that are furnished by Consultant to Client are only for convenience of Client. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. When transferring documents in electronic media format, Consultant makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems or computer hardware differing from those in use by Consultant at the beginning of this assignment.

17. Record Retention

Consultant will maintain a copy of all final Reports for a period of five years after the date of completion of Services. Upon Client's written request, Consultant will forward such records to Client at the expiration of this retention period, the cost of which Client agrees to bear. If no such written request is received, Consultant shall be entitled to dispose of these records.

18. Force Majeure

Consultant shall not be deemed in default of this Agreement to the extent that any delay or failure in the performance of Consultant's obligation results from any cause beyond its reasonable control and without its negligence.

19. Dispute Resolution

Client and Consultant agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them, arising out of or relating to this Agreement to mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association effective as of the date of this Agreement. Consultant's ability to pursue payment as described in paragraph 6. is not subject to this paragraph.

20. No Third Party Beneficiaries

Nothing contained in this Agreement shall be construed to create, impose, or give rise to any duty owed by Client or Consultant to any other individual or entity. Consultant's Services under this Agreement are for the sole use and benefit of Client and may not

be used or relied upon by any other individual or entity without the express written approval of Client and Consultant.

21. Assignment
Neither Consultant nor Client may delegate, assign, sublet or transfer its duties or interest in the Agreement without written consent of the other party.

22. Subcontracts
Consultant may engage suitably trained and skilled persons or firms, including, without limitation, any affiliate of Consultant, to perform any part of the Services. Nothing herein, however, will relieve Consultant from its duties and obligations as set forth herein.

23. Notices
All notices authorized or required between the Client and the Consultant, or required by any of the provisions herein, shall be given in writing and shall be sent by certified mail, return receipt requested, postage prepaid, and address to the intended party. Notices sent in this manner shall be deemed given seven business days after mailed. Notices may also be given by personal delivery, sent via a nationally recognized overnight carrier, or sent by facsimile, and shall be deemed given when delivered (if by personal delivery or overnight courier) or when faxed.

24. Precedence
These Professional Services Terms and Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice to proceed or like document.

25. Severability
If any of the provisions of this Agreement shall be finally determined to be invalid or unenforceable in whole or in part, the remaining provisions shall remain in full force and effect, and be binding upon the parties hereto. The parties agree to reform the Agreement to replace any such invalid or unenforceable provision with a valid and enforceable provision that comes as close as possible to the intention of the stricken provision.

26. Legal Action
All legal actions by either party against the other for any cause or causes, including, but not limited to, breach of the Agreement, negligence, misrepresentations, breach of warranty or failure to perform in accordance with the standard of care, however denominated, shall be barred two years from the day after completion of Services. In the event that Client institutes a suit against Consultant, and if such suit is not successfully prosecuted, or if it is dismissed, or if a verdict is rendered in favor of Consultant, Client agrees to pay Consultant any and all costs of defense, including attorneys' fees, expert witnesses' fees, and court costs and any and all other expenses of defense which may be reasonably necessary, immediately following dismissal of the case or immediately upon judgment being rendered in favor of Consultant.

27. Governing Law
This Agreement shall be governed and construed in accordance with the laws of the State of Maine.

28. Public Responsibility
Client acknowledges that Client or the site owner, as the case may be, is now and shall remain in control of the site for all purposes at all times. Except as required by law or regulation, Consultant will not report to any federal state, county or local public agencies having jurisdiction over the subject matter, any conditions existing at the site that may present a danger to public health, safety, or the environment. Client agrees to notify each federal, state, county, and local public agency, as they each may require, of the existence of any condition at the site that may present a potential danger to public health, safety, or the environment.

29. Survival
Paragraphs (limitation of liability, the indemnification, dispute resolution, and the scope of Services) shall survive the completion of the Services under this Agreement and the termination of this Agreement for any cause.

30. Right of Entry
Client grants Consultant, and, if the project site is not owned by Client, warrants that permission has been granted for, a right of entry from time to time by Consultant, its employees, agents, and subcontractors, upon the project site for the purpose of providing Services. While Consultant will take all reasonable precautions to minimize damage to any property entered upon in pursuit of project functions, it is understood by Client that in the normal course of the work some damage may occur, the correction of which is not part of this Agreement. If Consultant is required to restore the land to its former condition, this will be accomplished and the cost will be added to Consultant's fee.

31. Safety

Consultant will perform its Services in a safe manner and use reasonable care to comply with all State and Federal OSHA regulations, Consultant's Health & Safety Plan which may be developed in connection with the Services, or other written safety rules or regulations provided to Consultant by Client. Consultant's safety responsibilities, however, are limited solely to the activities of Consultant, its employees, and subcontractors. Neither the professional activities nor the presence of Consultant or its employees or subcontractors will be deemed to control the operations of any others.

32. Entire Agreement

These Professional Services Terms and Conditions, Proposals and any addenda thereto (the "Agreement") constitute the entire agreement between Client and Consultant and supersede all prior or contemporaneous communications, representation, or agreements, whether oral or written, with respect to the subject matter, and has been induced by no representations, statements, or agreements other than those herein expressed. This Agreement may be executed on one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same Agreement.

CES, Inc.
Professional Services Terms and Conditions with Field Services

1. Site Access
Client grants Consultant, and, if the project site is not owned by Client, warrants that permission has been granted for, a right of entry from time to time by Consultant, its employees, agents, and subcontractors, upon the project site for the purpose of providing Services. While Consultant will take all reasonable precautions to minimize damage to any property entered upon in pursuit of project functions, it is understood by Client that in the normal course of the work some damage may occur, the correction of which is not part of this Agreement. If Consultant is required to restore the land to its former condition, this will be accomplished and the cost will be added to Consultant's fee.

2. Utilities and Subsurface Conditions
Consultant may rely on information regarding utilities and subsurface condition provided by Client or others. Consultant will have no liability for losses or damages of any kind related in any way to utilities and/or subsurface structures which were incorrectly marked or identified on maps, plans, specifications or other documents furnished to Consultant by Client, any third party and/or the property owner. It is understood that subsurface conditions may differ from those which may be expected based upon Consultant's discovery or general observations regarding the geological conditions of the project site. In the event that Consultant encounters differing subsurface conditions, Consultant will notify Client. Consultant assumes no risk or liability with respect to unforeseen conditions.

3. Samples
Consultant may discard all soil, rock, water, asbestos, and other samples sixty (60) calendar days after receipt of sample or at the expiration of the holding time of the test method employed, whichever is longer. Client may request, in writing, that any such samples be retained beyond such date, and in such case Consultant will store such samples at Client's expense.

4. Environmental Testing
Client agrees that if Consultant has been engaged for the purposes of conducting air or other environmental media testing services that Consultant is not liable in the event Client fails to pass such tests. Client, therefore, agrees to remit payment in accordance with the terms of this Agreement irrespective of the test results.

5. Asbestos and Mold Investigations
Client acknowledges the act of sampling suspect asbestos-containing materials or mold may affect, alter, or damage mechanical equipment and/or building components at, in, or upon the site. Consultant shall exercise due care when sampling but will not be liable for any effect, alteration or damage arising out of the act of sampling. Consultant will exercise reasonable efforts to limit damage to the site. The cost of restoration of the site because of any such damage has not been calculated or included in Consultant's fee.

6. Hazardous Substances
The Client warrants that the Client has informed the Consultant of any hazardous substances which may be present if the Client has knowledge or has any reason to assume or suspect that hazardous substances may be present at the project site. If during the course of performing the Services hazardous substances are encountered, Consultant retains the right to suspend work immediately

7. Subsurface Risks
Client recognizes that special risks occur whenever engineering or related disciplines are applied to identify subsurface conditions. Even a comprehensive sampling and testing program, implemented with appropriate equipment and experienced personnel under the direction of a trained professional who functions in accordance with a professional standard of practice, may fail to detect certain hidden conditions. Environmental, geological, and geotechnical conditions that Consultant may infer to exist between sampling points may differ significantly from those that actually exist. The passage of time also must be considered, and Client recognizes that due to natural occurrences or direct or indirect human intervention at or near the site, actual conditions may quickly change. Client realizes that these risks cannot be eliminated altogether, but certain techniques can be applied to reduce them to a level that may be tolerable. The Services included in this Agreement are those which Client agreed to or selected, consistent with Client's risk preferences and other considerations.

8. Disposing of Hazardous Waste
It is acknowledged by both parties that Consultant's scope of Services includes acting as the agent of the Client for the purpose of authorizing the transport of

materials responsible for a Hazardous Environmental Condition. Client acknowledges that Consultant is performing such activities as a professional Service for Client and that Consultant is not, and shall not be required to become, an "arranger", "operator", "generator", or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA). To the fullest extent permitted by law, the Client shall defend, indemnify, and hold Consultant harmless from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to this project, the Remediation or the site, except to the extent that such claims, costs, losses, or damages result from the sole negligence of the Consultant in performing this function.

CES INC Engineers • Environmental Scientists • Surveyors

September 24, 2020

Robyn Saunders, P.E., Project Manager
City of Westbrook
Westbrook City Hall
2 York Street
Westbrook, Maine 04092

Re: Scope and Budget Proposal for Survey, Design, and Engineering Services for Cornelia Warren Recreation Area | City of Westbrook, Maine

Dear Ms. Saunders:

CES, Inc. (CES), with RS Leonard Landscape Architecture, LLC (RSLLA) and R.W. Eaton Associates are pleased to provide our scope and budget proposal, based on City Staff's selection of our RFP Bid Document for "Survey, Design and Engineering Services for the Cornelia Warren Recreation Area", dated August 25, 2020. This proposal summarizes our proposed Scope of Services and Compensation Fee originally proposed within our August 25, 2020 RFP Bid Document and as such, the two documents shall be considered integral. Additionally, it introduces our Terms and Conditions document that is currently under final review by the City.

UNDERSTANDINGS / ASSUMPTIONS / LIMITATIONS

In addition to assumptions and limitations noted in Exhibit D – Bidders Table from the RFP submitted on August 25, 2020, our initial assumptions regarding the design and permitting for this project are as follows:

1. We will work with the City and identified stakeholders to define the Project Scope by participating in a decision-making process including budget breakdowns and the Evaluation Matrix. Defining the Project Scope will streamline the assumptions and limitations early in the process and manage expectations for the project from the start.
2. We are limited to the information provided in the RFP, Pre-Bid Site Walk and RFP Addendum 1 and expect to refine assumptions and gather more information on each element and priority requested on Exhibit D – Bidders Table as the project proceeds.
3. We have included initial budget breakdown assumptions within the included Proposed Evaluation Process – Scope Refinement table (located within the Project Approach section of our RFP Bid Document).
4. The property lines shown on the City's GIS Mapping Tool appear to match field conditions noting available property for development. This is evidenced loosely on the ground by existing

Sensible Solutions | www.cesincusa.com

One Merchants Plaza
Suite 701
Bangor, Maine 04401
T 207.989.4824
F 207.989.4881

site features the, such as: fencing, vegetated stands, clearing/mowing limits, existing buildings, accessways, etc.

5. Construction of a new bathhouse/pumphouse will be necessary to achieve the goals of the City and provides opportunities to include innovative ideas into the building design to maximize the use, while minimizing maintenance of the building from season to season.
6. Due to the limited introduction of new development on the property, we assume that no State or Federal permits will be required for this project. Local permitting is expected to include Site Plan approval from the Planning Board. Shoreland Zoning and Village Review Overlay Zone permitting will be included within the Site Plan application.
7. Due to the current pandemic, we assume that in-person meetings will be limited and most meetings will be conducted as remote access meetings, over a web-based platform.
8. Services are limited to those discussed within this proposal. Services such as legal, geotechnical engineering, natural resource delineation, etc. are excluded from our proposal.

SCOPE OF SERVICES

Task 1 | Project Kick-off and Survey: Regina and Jon will meet initially with City staff to kick the project off. We expect to review initial project priorities and timelines, establish appropriate lines of communication, identify personnel that will be involved with the project for identified stakeholders, and other similar administrative tasks. Additionally, we expect to introduce the Evaluation Matrix and discuss an initial project budget breakdown. Input on the Evaluation Matrix and project budget breakdown from stakeholders will be requested within a week of the kickoff meeting.

Independent of the Kick-off meeting, deed research will begin by the surveyor and field work would be expected to start soon thereafter.

Task 2 | Project Scope Definition/Refinement: Based on the project discussions at the Kick-off meeting and the Team's review of responses on the Evaluation Matrix forms, we will prepare an initial Project Scope and share it with all stakeholders. Conceptual design and project costing will be developed based on the refined Project Scope. Presentation of the conceptual design and refined Project Scope to stakeholders in a public meeting setting can be arranged at this point.

Task 3 | Preliminary Design: Based on responses from Task 2, Preliminary Design of the prioritized elements of the project will begin in earnest and Preliminary Design Plans will be produced. Continued ordinance review, permitting regulation review and permitting support to the City's project manager will occur simultaneously. We will provide weekly updates during the Preliminary Design stage (via email) and expect to have web-based, one-hour meetings with City Staff every two weeks.
Coordination with vendors, stakeholders and inter-team members will be crucial to maintain efficiency throughout this process. At the start of preliminary design, we will work with the City to identify design development outreach and coordination needs.

Task 4 | Innovative Design: Based on the work performed in Task 3, we will work with the City to identify areas of the design that may be refined to integrate innovative ideas to maximize the improvements to the project, while stretching the available budget. We expect that additional design

and project costing services, as well as 2-hours of web-based meeting time will be necessary to properly analyze the integration of innovative design features. Consistent communication and coordination with City Staff will continue throughout.

Task 5 | Final Design: We will refine the Project Scope, based on the results of Task 4, fully integrate innovative design elements into the Preliminary Design Plans, update project costing and prepare Final Design Plans. Work with City and vendors to define preliminary construction specifications.

Task 6 | Permitting: Prepare, collect and coordinate Final Design Plans and other permitting materials necessary to support required permit applications to be prepared and filed by the City. Prepare presentation boards for use by City Staff in public permitting meetings. Prepare and coordinate response review comments formulated during the permitting review process. Revisions to plans and permitting materials will be included for one round of review comments.

Task 7 | Project Manual Preparation: Once permitting is nearing conclusion, we would continue to prepare and refine final construction specifications and prepare a Project Manual in preparation for construction bidding. The Project Manual will include Instructions for Bidders, example contract documents, paperwork required by funding sources, construction specifications and final design plans. We will assist the City during the bidding process to: prepare an advertisement for bidding, coordinate the sale of the Project Manual, coordinate a pre-bid meeting, answer bidder questions, prepare an addenda (if necessary), evaluate submitted bids, and finalize contract documents between the City and selected bidder.

COMPENSATION

For this project, we have agreed to the City's request to propose a **Lump Sum Compensation Fee**, therefore we propose a **Lump Sum Compensation Fee of $120,000** to perform the proposed Scope of Services.

CES prepared the proposed compensation fee based on our understanding of your project and similar projects. These costs include all charges for labor, materials, expenses, production, communication, markups and other cost necessary to perform the indicated service. Costs directly associated with the production of the Project Manual for the bidding process are not included.

Invoices, calculated on a percent complete basis, will be submitted on a monthly basis and will be due when rendered. Interest at a rate of 1½% per month will be assessed to bills remaining due and not paid within 30 (thirty) days.

IMPLEMENTATION/TIMETABLE

As a team, we are available to start conducting services immediately and have reviewed the timeline presented within the City's RFP; we believe that the following table describes the best approach to accomplishing the tasks needed to hit your goals. This timetable is created based on being selected as the design team with an executed contract and Notice to Proceed on or around October 7, 2020.

TASK	START DATE	END DATE
1 – Project Kick-Off and Survey	10-07-2020	10-28-2020
2 – Project Scope Definition	10-15-2020	11-02-2020
3 – Preliminary Design	10-21-2020	11-09-2020
4 – Innovative Design	11-05-2020	11-16-2020
5 – Final Design	11-16-2020	12-05-2020
6 - Permitting	11-16-2020	12-05-2020
7 – Project Manual Preparation	01-02-2021	01-15-2021

AUTHORIZATION

If this proposal is acceptable to you, please sign in the approval block and return a signed copy for our files. CES is prepared to initiate work on this project upon receipt of a signed copy of this proposal. Out of scope services will not be performed without your prior written approval. Furthermore, your authorization will signify your acceptance of the attached Terms and Conditions.

If you have any questions concerning this proposal, please contact either of the undersigned at (207) 989-4824. We appreciate this opportunity to be of service to you.

Sincerely,
CES, Inc.

Jon H. Whitten, Jr., PE
Project Manager

Travis E. Noyes, PE
Executive Vice President
Engineering Division Director

JHW/TEN/rlt
Enc.

Acceptance and Authorization to Proceed
on behalf of the City of Westbrook:

Signature: _____ Billing Address: _____

Printed Name: _____ City/State/ZIP: _____

Date: _____ Email (Optional): _____

Phone: _____ Fax: _____

EXHIBIT D

CES, Inc.
Professional Services Terms and Conditions

1. General
These Professional Services Terms and Conditions, together with the attached proposal and Schedule of Charges, collectively constitute the "Agreement" as that term is used herein between CES, Inc. ("Consultant") and the entity or person to whom the proposal is addressed ("Client") to perform basic Services. The Schedule of Charges may be omitted for lump sum type Agreements.

2. Services
The Consultant agrees to perform the services ("Services") for Client described in the proposal to which these Professional Services Terms and Conditions are attached. Consultant will initiate the Services after receipt of Client's approved and accepted Proposal(s). All Proposals (written or otherwise) are acknowledged to be incorporated into and made a part of the Agreement. It is understood and agreed by the parties that certain conditions or emergencies may arise in which it is to the mutual benefit of the parties that the Consultant initiate Services not identified in the Agreement but which are based upon verbal authorization provided by Client. In such cases, Consultant agrees to commence such verbally authorized Services and Client agrees to compensate Consultant accordingly. All Services verbally authorized by Client in this manner will be governed by the terms of the Agreement. Responding to, or complying with, subpoenas, depositions, testimony, or document retrieval related to the Services will be considered "litigation response" and shall be part of the Services provided that such litigation is unrelated to Consultant's indemnity hereunder.

3. Additional Services
All Services that are not specifically included in, or reasonably inferred to be included in, the Services will be considered Additional Services. Upon request of Client or discovery by Consultant of changed, or latent, or previously undisclosed conditions affecting the cost and/or scope of the Services, Consultant will prepare a written proposal for such Additional Services which, upon written acceptance of Client, will be considered a change order ("Change Order") under this Agreement. All Additional Services verbally authorized by Client will be governed by the terms of this Agreement.

4. Compensation for Services
Client agrees to compensate Consultant in accordance with the Proposal which may be on a lump sum, fixed unit, or time and materials basis depending upon the nature of the Services and the information reasonably available to Consultant at the time the Proposal is prepared. Except for lump sum pricing, Consultant's proposed price is its reasonable best estimate of the cost to perform the Services based upon information generally available to Consultant at the time the Proposal is prepared. It is understood, however, that circumstances or conditions may arise during the performance of the Services that affect the project price which could not have reasonably been expected or foreseen despite the exercise of due care. As such, the "not-to-exceed" price in other than a lump sum Proposal is not intended to be a firm price. Consultant will notify Client in the event that Consultant anticipates the actual project cost will exceed its time and materials estimate. Thereafter the parties shall enter into a mutually acceptable Change Order. For verbally authorized Services or litigation response Services as described above, Client agrees to compensate Consultant at its then current rates for similar Services. Consultant may adjust its hourly rates at the beginning of each calendar year. Consultant will not raise its rates for any project in-progress prior to notice.

5. Schedules, Budgets, and Estimates or Opinions of Cost
Any schedules or completion dates, budgets, or estimates of cost prepared by Consultant represent Consultant's professional judgment based on its experience and available information. Since neither Consultant nor Client has control over the cost of labor, materials, or equipment, or contractor's methods of determining prices, or over competitive bidding or market conditions, Consultant cannot and does not warrant or represent that actual schedules, budgets or completion dates or actual costs will not vary from schedules or completion dates, budgets, or estimates of cost prepared by Consultant or proposed, established, or approved by Client.

6. Invoices and Payment Terms
Invoices will generally be submitted monthly. Lump sum will be billed as percentage complete during the billing period. In order to facilitate prompt payment to lower-tier subcontractors or vendors, Consultant may submit

invoices to Client on an interim basis for such outside expenses exceeding $10,000. Payment in full is due upon receipt of Consultant's invoice. If client objects to all or any portion of the invoice, Client will notify Consultant within five (5) business days from the date of receipt of invoice and shall promptly pay the undisputed portion of the invoice. The parties will immediately make every effort to settle the disputed portion of the invoice. Interest at the rate of one and one-half (1.5) percent per month will be applied to the outstanding balance for accounts not paid within thirty (30) calendar days from the billing date. Invoices in other than Consultant's standard format or supported documentation for any invoice will be provided at Client's written request. In the event that Consultant must engage counsel to attempt to recover overdue payments, Client will reimburse Consultant for all reasonable attorney's fees and court costs.

7. Suspension and Termination of Contract

Client may terminate this Agreement with seven (7) days prior written notice to Consultant for convenience or cause. Consultant may terminate this Agreement for cause with seven (7) days prior written notice to Client. Failure of Client to make payments when due shall be cause for suspension of Services or, ultimately, termination, unless and until Consultant has been paid in full all amounts due for Services, expenses and other related charges.

8. Term

This Agreement will terminate upon completion of the Services. Notwithstanding the foregoing, Client or Consultant may terminate this Agreement in accordance with the section of this Agreement entitled Suspension and Termination of Services. Client's obligation to compensate Consultant for any litigation response services shall survive termination of the Agreement as described in this paragraph.

9. Standard of Care

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

10. Construction Phase Services

If this Agreement provides for any construction phase Services by Consultant, it is understood that the Contractor (the entity hired by the Client to perform the construction), not Consultant, is responsible for the construction of the project, and that Consultant is not responsible for the acts or omissions of any contractor, subcontractor or material supplier; for safety precautions, programs or enforcement; or for construction means, methods, techniques, sequences and procedures employed by the Contractor.

11. Indemnification

To the fullest extent permitted by law, Client and Consultant each agree to indemnify the other party and the other party's officers, directors, partners, employees, and representatives, from and against losses, damages, and judgments arising from claims by third parties, including reasonable attorneys' fees, and expenses recoverable under applicable law, but only to the extent they are found to be caused by a negligent act, error, or omission of the indemnifying party or any of the indemnifying party's officers, directors, members, partners, agents, employees, or subconsultants in the performance of Services under this Agreement. If claims, losses, damages, and judgments are found to be caused by the joint or concurrent negligence of Client and Consultant, they shall be borne by each party in proportion to its negligence.

12. Insurance

Consultant shall obtain and maintain a policy of professional liability insurance (with prior acts coverage sufficient to cover the Services performed under this Agreement) with policy limits in the amount of not less than $3,000,000 each occurrence / $3,000,000 aggregate. Such insurance will be renewed so as to provide continuous coverage during the term of this Agreement and for a period of at least twelve (12) months following the completion of Consultant's professional Services under the Agreement. Coverage shall not be canceled or reduced in limits by endorsement until at least 30 days prior written notice is given to Client or cancelled for nonpayment of premium until at least 10 days prior written notice is given to Client.

Consultant shall also obtain and maintain the following insurance policies and minimum limits: a) Workers' Compensation Insurance - Statutory; b) Commercial General Liability insurance - $1,000,000 each occurrence / $2,000,000 aggregate; and c) Automobile Liability - $1,000,000 combined single limit. Consultant will promptly notify Client if, during the terms of this Agreement, insurance of these types and limits become commercially unavailable to Consultant's industry at a reasonable price through consideration fault of Consultant. In such circumstances, the parties will

endeavor to negotiate a mutually acceptable resolution in good faith. Client shall be named as additional insured on Commercial General Liability and Automobile Liability policies.

13. Limitation of Liability

To the fullest extent permitted by law, Client agrees that the total liability, in the aggregate, of Consultant and Consultant's officers, directors, members, partners, agents, employees, and subconsultants, to the Client, its subsidiary and/or affiliated companies and their respective officers, directors, employees, agents and anyone claiming by, through, or under Client for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of, resulting from or in any way relating to Consultants' Services, this Agreement or any Addenda, from any cause or causes, shall be limited to the respective insurance policy limits.

14. Intellectual Property/Ownership of Documents

All documents prepared or furnished by Consultant pursuant to this Agreement are instruments of Consultant's professional Services. Reuse of the documents for an project other than the one covered by this Agreement or modification of any such documents by Client, without Consultant's written permission, shall be at Client's sole risk and Client agrees to indemnify and hold Consultant harmless from all claims, damages, and expenses, including attorney's fees, arising out of such reuse by Client or by others acting through Client without Consultant's prior written approval.

15. Use of Electronic Media

Copies of documents that may be relied upon by Client are limited to the printed copies (also known as hard copies) that are signed or sealed by Consultant. Files in electronic media format or text, data, graphic or other types that are furnished by Consultant to Client are only for convenience of Client. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. When transferring documents in electronic media format, Consultant makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems or computer hardware differing from those in use by Consultant at the beginning of this assignment.

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Consultant will maintain a copy of all final Reports for a period of five years after the date of completion of Services. Upon Client's written request, Consultant will forward such records to Client at the expiration of this retention period, the cost of which Client agrees to bear. If no such written request is received, Consultant shall be entitled to dispose of these records.

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Consultant shall not be deemed in default of this Agreement to the extent that any delay or failure in the performance of Consultant's obligation results from any cause beyond its reasonable control and without its negligence.

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Client and Consultant agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them, arising out of or relating to this Agreement to mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association effective as of the date of this Agreement. Consultant's ability to pursue payment as described in paragraph 6. is not subject to this paragraph.

19. No Third Party Beneficiaries

Nothing contained in this Agreement shall be construed to create, impose, or give rise to any duty owed by Client or Consultant to any other individual or entity. Consultant's Services under this Agreement are for the sole use and benefit of Client and may not be used or relied upon by any other individual or entity without the express written approval of Client and Consultant.

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Neither Consultant nor Client may delegate, assign, sublet or transfer its duties or interest in the Agreement without written consent of the other party.

21. Subcontracts

Consultant may engage suitably trained and skilled persons or firms, including, without limitation, any affiliate of Consultant, to perform any part of the Services. Nothing herein, however, will relieve Consultant from its duties and obligations as set forth herein.

22. Notices

All notices authorized or required between the Client and the Consultant, or required by any of the provisions herein, shall be given in writing and shall be sent by certified mail, return receipt requested, postage prepaid, and address to the intended party. Notices sent in this manner shall be deemed given seven business days after mailed. Notices may also be given by personal delivery, sent via a nationally recognized overnight carrier, or sent by facsimile, and shall be

deemed given when delivered (if by personal delivery or overnight courier) or when faxed.

23. Precedence
These Professional Services Terms and Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice to proceed or like document.

24. Severability
If any of the provisions of this Agreement shall be finally determined to be invalid or unenforceable in whole or in part, the remaining provisions shall remain in full force and effect, and be binding upon the parties hereto. The parties agree to reform the Agreement to replace any such invalid or unenforceable provision with a valid and enforceable provision that comes as close as possible to the intention of the stricken provision.

25. Legal Action
All legal actions by either party against the other for any cause or causes, including, but not limited to, breach of the Agreement, negligence, misrepresentations, breach of warranty or failure to perform in accordance with the standard of care, however denominated, shall be barred two years from the day after completion of Services. In the event that Client institutes a suit against Consultant, and if such suit is not successfully prosecuted, or if it is dismissed, or if a verdict is rendered in favor of Consultant, Client agrees to pay Consultant any and all costs of defense, including attorneys' fees, expert witnesses' fees, and court costs and any and all other expenses of defense which may be reasonably necessary, immediately following dismissal of the case or immediately upon judgment being rendered in favor of Consultant.

26. Governing Law
This Agreement shall be governed and construed in accordance with the laws of the State of Maine, excluding any choice of law provision that may direct the application of the laws of any other jurisdiction.

27. Public Responsibility
Client acknowledges that Client or the site owner, as the case may be, is now and shall remain in control of the site for all purposes at all times. Except as required by law or regulation, Consultant will not report to any federal state, county or local public agencies having jurisdiction over the subject matter, any conditions existing at the site that may present a danger to public health, safety, or the environment. Client agrees to notify each federal, state, county, and local public agency, as they each may require, of the existence of any condition at the site that may present a potential danger to public health, safety, or the environment.

28. Survival
Paragraphs (limitation of liability, the indemnification, dispute resolution, and the scope of Services) shall survive the completion of the Services under this Agreement and the termination of this Agreement for any cause.

29. Right of Entry
Client grants Consultant, and, if the project site is not owned by Client, warrants that permission has been granted for, a right of entry from time to time by Consultant, its employees, agents, and subcontractors, upon the project site for the purpose of providing Services. While Consultant will take all reasonable precautions to minimize damage to any property entered upon in pursuit of project functions, it is understood by Client that in the normal course of the work some damage may occur, the correction of which is not part of this Agreement. If Consultant is required to restore the land to its former condition, this will be accomplished and the cost will be added to Consultant's fee.

30. Safety
Consultant will perform its Services in a safe manner and use reasonable care to comply with all State and Federal OSHA regulations, Consultant's Health & Safety Plan which may be developed in connection with the Services, or other written safety rules or regulations provided to Consultant by Client. Consultant's safety responsibilities, however, are limited solely to the activities of Consultant, its employees, and subcontractors. Neither the professional activities nor the presence of Consultant or its employees or subcontractors will be deemed to control the operations of any others.

31. Entire Agreement
These Professional Services Terms and Conditions, Proposals and any addenda thereto shall be incorporated into the Contract between the parties (the "Agreement"), which shall constitute the entire agreement between Client and Consultant and supersede all prior or contemporaneous communications, representation, or agreements, whether oral or written, with respect to the subject matter, and has been induced by no representations, statements, or agreements other than those herein expressed. The Agreement may be executed on one or more counterparts, each of which shall be deemed

an original, and all of which together shall constitute one and the same Agreement.

1. Site Access

Client grants Consultant, and, if the project site is not owned by Client, warrants that permission has been granted for, a right of entry from time to time by Consultant, its employees, agents, and subcontractors, upon the project site for the purpose of providing Services. While Consultant will take all reasonable precautions to minimize damage to any property entered upon in pursuit of project functions, it is understood by Client that in the normal course of the work some damage may occur, the correction of which is not part of this Agreement. If Consultant is required to restore the land to its former condition, this will be accomplished and the cost will be added to Consultant's fee.

2. Utilities and Subsurface Conditions

Consultant may rely on information regarding utilities and subsurface condition provided by Client or others. Consultant will have no liability for losses or damages of any kind related in any way to utilities and/or subsurface structures which were incorrectly marked or identified on maps, plans, specifications or other documents furnished to Consultant by Client, any third party and/or the property owner. It is understood that subsurface conditions may differ from those which may be expected based upon Consultant's discovery or general observations regarding the geological conditions of the project site. In the event that Consultant encounters differing subsurface conditions, Consultant will notify Client. Consultant assumes no risk or liability with respect to unforeseen conditions.

3. Samples

Consultant may discard all soil, rock, water, asbestos, and other samples sixty (60) calendar days after receipt of sample or at the expiration of the holding time of the test method employed, whichever is longer. Client may request, in writing, that any such samples be retained beyond such date, and in such case Consultant will store such samples at Client's expense.

4. Environmental Testing

Client agrees that if Consultant has been engaged for the purposes of conducting air or other environmental media testing services that Consultant is not liable in the event Client fails to pass such tests. Client, therefore, agrees to remit payment in accordance with the terms of this Agreement irrespective of the test results.

5. Asbestos and Mold Investigations

Client acknowledges the act of sampling suspect asbestos-containing materials or mold may affect, alter, or damage mechanical equipment and/or building components at, in, or upon the site. Consultant shall exercise due care when sampling but will not be liable for any effect, alteration or damage arising out of the act of sampling. Consultant will exercise reasonable efforts to limit damage to the site. The cost of restoration of the site because of any such damage has not been calculated or included in Consultant's fee.

6. Hazardous Substances

The Client warrants that the Client has informed the Consultant of any hazardous substances which may be present if the Client has knowledge or has any reason to assume or suspect that hazardous substances may be present at the project site. If during the course of performing the Services hazardous substances are encountered, Consultant retains the right to suspend work immediately

7. Subsurface Risks

Client recognizes that special risks occur whenever engineering or related disciplines are applied to identify subsurface conditions. Even a comprehensive sampling and testing program, implemented with appropriate equipment and experienced personnel under the direction of a trained professional who functions in accordance with a professional standard of practice, may fail to detect certain hidden conditions. Environmental, geological, and geotechnical conditions that Consultant may infer to exist between sampling points may differ significantly from those that actually exist. The passage of time also must be considered, and Client recognizes that due to natural occurrences or direct or indirect human intervention at or near the site, actual conditions may quickly change. Client realizes that these risks cannot be eliminated altogether, but certain techniques can be applied to reduce them to a level that may be tolerable. The Services included in this Agreement are those which Client agreed to or selected, consistent with Client's risk preferences and other considerations.

8. Disposing of Hazardous Waste

It is acknowledged by both parties that Consultant's scope of Services includes acting as the agent of the Client for the purpose of authorizing the transport of materials responsible for a Hazardous Environmental Condition. Client acknowledges that Consultant is performing such activities as a professional Service for

Client and that Consultant is not, and shall not be required to become, an “arranger”, “operator”, “generator”, or “transporter” of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA). To the fullest extent permitted by law, the Client shall defend, indemnify, and hold Consultant harmless from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to this project, the Remediation or the site, except to the extent that such claims, costs, losses, or damages result from the sole negligence of the Consultant in performing this function.

CITY OF WESTBROOK, MAINE

IN CITY COUNCIL

Date: September 14, 2020

Order: 2020-110

AUTHORIZING AWARD OF BID FOR PUBLIC SAFETY BUILDING FLOORING REPLACEMENT

That the Westbrook City Council hereby authorizes an award of bid to Carpet Specialist, Inc. of Westbrook, ME in the total amount of $7,600 for flooring replacement at the Westbrook Public Safety Building.

Funds available in budget line 40002000-58900-C1911.

First Reading: September 14, 2020 Second and Final Reading: October 5, 2020

Attest:

City Clerk Mayor

CITY OF WESTBROOK, MAINE

2 York Street, Westbrook, ME 04092

REQUEST FOR COUNCIL ACTION

*Requests are due to the City Clerk two Fridays prior to a Council meeting. If expenditure/acceptance of funds is involved, Finance Department approval is required **prior** to submission.*

PROPOSED TITLE: Award of Bid - Public Safety Building Flooring Replacement

REQUESTED BY: Eric Dudley, DIrector of Engineering and Public Services

DATE: 09/03/2020

SUMMARY:

The Department of Engineering and Public Services requests authorization to contract with Carpet Specialist, Inc of Westbrook, Maine in the amount of $7,600 for Public Sefety Building replacement flooring. The department sought bids for the project with Carpet Specialist being the lowest, responsive bidder. The flooring to be replaced is the aging carpet in the two first floor conference rooms and connecting hallway. The flooring is beyond it's useful life and has several stains that cannot be removed. The proposed flooring will be a high quality vinyl plank which will be more resilient and stain resistant and is consistent with the type of floor coverings we are installing in all City buildings.

BUDGET LINES AFFECTED (IF APPLICABLE):

40002000-58900-C1911

OK
TAS
9/3/20

CARPET Specialist
P.O. BOX 344 • WESTBROOK, ME 04098
PHONE 854-1312 • FAX 854-1920

LETTER OF TRANSMITTAL

TO City of Westbrook
2 York St.
Westbrook, ME 04092

DATE 9/10/19
JOB
RE Public Safety Bulding

WE ARE SENDING YOU:

☐ QUOTE ☐ SAMPLES ☐ CHANGE ORDER ☐ SPECIFICATIONS
☐ COPY OF LETTER ☐ SHOP DRAWINGS ☐

Remove existing carpet and cove base in 2 conference rooms and hall. Dispose of. Prep subfloor. Furnish and install Philadelphia Commercial carpet, style Block by Block carpet tile and cove base in same.

$ 5,865.00

Furnish and install In the Grain II 20 mil vinyl plank in lieu of carpet tile

$ 7,600.00

Work to be done during normal hours
Moving to be done by owner.

SIGNED William P. Foye

CITY OF WESTBROOK, MAINE

IN CITY COUNCIL

Date: September 14, 2020

Order: 2020-111

AUTHORIZING AWARD OF BID FOR PUBLIC SAFETY BUILDING KITCHEN RENOVATIONS

That the Westbrook City Council hereby authorizes an award of bid to C.M. Cimino, Inc. of Westbrook, ME in the total amount of $57,811.60 for kitchen renovations at the Westbrook Public Safety Building.

Funds in the amount of $40,000 available in budget line 40002000-58900-C1908.
Funds in the amount of $17,811.60 available in budget line 40002000-58900-C1911.

First Reading: September 14, 2020 Second and Final Reading: October 5, 2020

Attest:

City Clerk Mayor

CITY OF WESTBROOK, MAINE

2 York Street, Westbrook, ME 04092

REQUEST FOR COUNCIL ACTION

*Requests are due to the City Clerk two Fridays prior to a Council meeting. If expenditure/acceptance of funds is involved, Finance Department approval is required **prior** to submission.*

PROPOSED TITLE: Award of Bid - Public Safety Building Kitchen Renovations

REQUESTED BY: Eric Dudley, DIrector of Engineering and Public Services

DATE: 09/03/2020

SUMMARY:

The Department of Engineering and Public Services requests authorization to contract with C.M. Cimino, inc of Westbrook, Maine in the amount of $57,811.60 for Public Sefety Building Kitchen Renovations. The department sought bids for the project with C.M. Cimino being the lowest, responsive bidder. Unfortunately, all of the bids were hgiher than twice the approved budget so staff worked with CMC to value engineer the project. The result of this process has brought the cost down $52,556.00 (10% added construction contingency bring the total to $57,811.60) which is still over budget but within the cost savings we have realized on other projects in the building. We propose to use the available balance in the HVAC/Flooring project to cover the $17,811.60 overage.

The kitchen renovation project is important for the occupants to the building, many of which eat and sleep during their long shifts. Attached is the latest proposal with a breakdown of the tasks to be performed under the contract. I will be in attendance at the next scheduled meeting to answer any questions you may have.

BUDGET LINES AFFECTED (IF APPLICABLE):

40002000-58900-C1908 ($40,000)
40002000-58900-C1911 ($17,811.60)

OK
TM
9/3/20

Carpet Sheet $7600 Sherwin Wm $7,882 Large, Small & Hallway

C.M.CIMINO INC.

3 WARREN AVE.
WESTBROOK, ME
04092

COMMERCIAL &
INDUSTRIAL
CONSTRUCTION

ANTHONY J. CIMINO
PRESIDENT

TEL. (207) 854-8876
FAX (207) 856-2254
EMAIL
ACIMINO@CMCIMINOINC.COM

DATE: June 29, 2020

TO: Office of the City Clerk
Westbrook City Hall
2 York Street
Westbrook, Maine 04092

ATTN: James DiEmedio

RE: City of Westbrook
Public Safety Building
Kitchen Renovations

PROPOSAL

(REVISED)

C.M. Cimino Inc. proposed to furnish all materials, equipment and labor to renovate the kitchen at the City of Westbrook Public Safety Building for the sum of **Fifty-Two Thousand Five Hundred Fifty-Six dollars ($52,556.00)**. The work includes but is not limited to the following:

- All necessary demolition and disposal
- Install new kitchen cabinets into existing kitchen layout
- Re-Use existing Stainless-Steel Countertops (no modifications)
- Repair cabinets in dining area
- Install new flooring in kitchen and dining areas only
- Paint all walls and window/door frames in kitchen and dining areas only
- Remove, store and reinstall existing appliances
- Install one (1) new sinks and faucet
- Reinstall existing garbage disposal under sink
- Existing ceiling and lights to remain
- Provide jobsite supervision
- Provide submittal/product review process
- Provide insurances including Builder's Risk

CITY OF WESTBROOK, MAINE

IN CITY COUNCIL

Date: September 14, 2020

Order: 2020-112

AUTHORIZING AWARD OF BID FOR PUBLIC SAFETY BUILDING FENCING

That the Westbrook City Council hereby authorizes an award of bid to Burns' Fencing, Inc. of Westbrook, Maine in the total amount of $76,000 and to Corey Electric of Westbrook, Maine in the total amount of $2,580 for fencing at the Westbrook Public Safety Building and for electrical work related to such project, respectively.

Funds in the amount of $7,000 available in budget line 40002000-58900-C1934.
Funds in the amount of $25,000 available in budget line 40002000-58900-C1937.
Funds in the amount of $10,000 available in budget line 40003000-58900-C1935.
Funds in the amount of $36,850 available in budget line 22002110-58900-02213.

First Reading: September 14, 2020 Second and Final Reading: October 5, 2020

Attest:

City Clerk Mayor

CITY OF WESTBROOK, MAINE

2 York Street, Westbrook, ME 04092

REQUEST FOR COUNCIL ACTION

*Requests are due to the City Clerk two Fridays prior to a Council meeting. If expenditure/acceptance of funds is involved, Finance Department approval is required **prior** to submission.*

PROPOSED TITLE: Installation of a fence for the Public Safety Building rear employee parking lot

REQUESTED BY: Captain Steven Goldberg - Westbrook Police Department

DATE: 08/26/2020

SUMMARY:

See attached memo.

BUDGET LINES AFFECTED (IF APPLICABLE):

See attached.

September 10, 2020

To members of the Westbrook City Council:

The Westbrook Police Department is requesting the authorization to install an 8-foot cyclone fence with security gates around the rear employee parking lot of the Public Safety Building. This is a project we have been looking to accomplish for years. Given the recent civil unrest and cases nationally of some people's focus on targeting law enforcement equipment to damage/destroy it, we have prioritized this project with the goal of protecting the City's investment in our fleet and equipment and employees' personal vehicles and belongings.

Currently, the parking lot is wide open, giving the public full access to where our cruisers and employees' personal vehicles are parked. On a daily basis, other motorists and pedestrians travel through the lot. And, on regular occasion, the public will park in the employee lot, taking up needed spaces for employees. We have had some instances in the past few years where police cruisers and employee's vehicles have been tampered with and damaged, examples include police and personal vehicles being keyed/scratched, individuals taking pictures and video of our fleet, including our unmarked vehicles, and an officer's gas tank tampered with. Fencing the lot in will safeguard our cruisers and the personal vehicles of our employees.

The installation of this fence will not result in the loss of any parking spaces. And, we have consulted with Public Services Director Dudley in relation to snow plowing and removal; he advises his staff will be able to plow and remove snow with minimum modifications.

In addition to the actual vehicles, everyone of our cruisers and unmarked cars have special equipment stored in them. While this equipment is stored in different compartments such as the trunk and locked storage box in the back of the SUVs, it can be accessed relatively easily if someone has the desire to get to it.

We solicited bids from three local companies: Burns Fencing, Maine Line Fencing, and Gorham Fence Company. Maine Line Fencing and Gorham Fence Company both declined to bid. Burns Fencing submitted a bit of $76,000 for the project. The electrical work for the project will be done by Corey Electric, and will cost $2,580. The total cost of this project will be $78,580. Funding for this project will be allocated as follows:

$7,000	40002000-58900-C1934
$25,000	40002000-58900-C1937
$10,000	40003000-58900-C1935
$36,850	22002110-58900-02213

Sincerely,

Janine L. Roberts
Chief of Police

Proposal

BURNS' FENCING INC.
Highway Guard Rail • Chain Link • Cedar Fence • Vinyl • Ornamental
14-2 Rochester Street • PO Box 395 • Westbrook, Maine 04098
Phone: 207-854-2463 • Fax: 207-854-3636
www.burnsfencing.com

PROPOSAL SUBMITTED TO	PHONE	DATE
Artie Ledoux	854-0644	August 3, 2020
STREET: 371 Saco Street	JOB NAME: Public Safety Building	
CITY, STATE and ZIP CODE: Westbrook, Me 04092	JOB LOCATION: 570 Main Street- Westbrook	
ARCHITECT	DATE OF PLANS	JOB PHONE

We hereby submit specifications and estimates for:

We propose to furnish and install:

1. 3 - SL-150 DC slide gate operators with battery backup ½ H.P. 115/230 AC single phase.
2. 2 - sets of IRB-Mon Photo Beams on each gate (6 total).
3. 3 - 5' high Miller Safety edges at each draw-in post. Each gate will have one safety and one free exit loop saw cut and sealed into the roadway.
4. 1 - 42" black standard gooseneck pedestal post.
5. 1 – DoorKing deluxe digital keypad with 100 code capacity.
6. 20 - # 4 button transmitters, 1- AP 5 receiver in each gate.
7. 2 – 1520-081 DoorKing controller with 1000 code chip (for control of long-range proximity card readers).
8. 2 – AY -U920 - RFID long range proximity readers.
9. 200 – Tamper Proof 26-bit windshield tags.

TOTAL COST - $42,000.00

E.A. BURNS' FENCING, INC. assumes no responsibility for any damage to underground pipes, power lines, etc. in the process of installing posts, if the Company is not notified of existence and locations of same in writing. E.A. BURNS' FENCING, INC. assumes no responsibility for the location of property lines. If we should have to drill because of ledge or other materials, $28.50 extra per hole will be charged. If we should have to use concrete, there will be an additional charge of $15 per post. It is the homeowner's responsibility to check local code requirements for your fencing and to obtain any necessary building permits. All materials will remain the property of E.A. BURNS' FENCING, INC. until all invoices pertaining to this job are paid in full. The customer agrees to pay all interest and any costs incurred in the collection of this debt.

We Propose hereby to furnish material and labor — complete in accordance with the above specifications, for the sum of:
FORTY-TWO THOUSAND AND 00/100 dollars ($ 42,000.00).

Payment to be made as follows:

PAYMENT DUE 30 DAYS AFTER COMPLETION OF JOB

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Worker's Compensation insurance.

Authorized Signature: Peter Levecque

Note: This proposal may be withdrawn by us if not accepted within 10 days. LJ

Acceptance of Proposal — The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Signature _____

Date of Acceptance: _____

Proposal

BURNS' FENCING INC.
Highway Guard Rail • Chain Link • Cedar Fence • Vinyl • Ornamental
14-2 Rochester Street • PO Box 395 • Westbrook, Maine 04098
Phone: 207-854-2463 • Fax: 207-854-3636
www.burnsfencing.com

PROPOSAL SUBMITTED TO	PHONE	DATE
Artie Ledoux	854-0644	August 3, 2020

STREET	JOB NAME
371 Saco Street	Public Safety Building
CITY, STATE and ZIP CODE	**JOB LOCATION**
Westbrook, Me 04092	570 Main Street - Westbrook

ARCHITECT	DATE OF PLANS		JOB PHONE

We hereby submit specifications and estimates for:

We propose to furnish and install 360 L.F. of 8' high galvanized chain link fence with 1 - 24'wide and 2 - 20' wide single slide gates. These will be an aluminum slide gate with an Internal track system manufactured by Tymetal Corp. We will use 1 5/8" top and bracing rails, 2 ½ line posts, 3" terminal posts, and 4" gate posts. There will also be a 7 gauge bottom tension wire. The gate posts are to be set in concrete; all other posts are to be driven.

TOTAL COST - $34,000.00

E.A. BURNS' FENCING, INC. assumes no responsibility for any damage to underground pipes, power lines, etc. in the process of installing posts, if the Company is not notified of existence and locations of same in writing. E.A. BURNS' FENCING, INC. assumes no responsibility for the location of property lines. If we should have to drill because of ledge or other materials, $28.50 extra per hole will be charged. If we should have to use concrete, there will be an additional charge of $15 per post. It is the homeowner's responsibility to check local code requirements for your fencing and to obtain any necessary building permits. All materials will remain the property of E.A. BURNS' FENCING, INC. until all invoices pertaining to this job are paid in full. The customer agrees to pay all interest and any costs incurred in the collection of this debt.

We Propose hereby to furnish material and labor — complete in accordance with the above specifications, for the sum of:
THIRTY-FOUR THOUSAND AND 00/100 dollars ($ 34,000.00).

Payment to be made as follows:
50% DUE WITH ACCEPTANCE; BALANCE DUE UPON JOB COMPLETION.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Worker's Compensation insurance.

Authorized Signature: Peter Levecque

Note: This proposal may be withdrawn by us if not accepted within 10 days. LJ

Acceptance of Proposal — The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Signature _____

Date of Acceptance: _____

609 Main Street STE # 3
Westbrook, ME 04092
Phone: 207-591-8151 Fax: 207-591-8153
www.coreyelectric.com

Date: 7.27.2020

To: Westbrook PD

Re: Power for Gate

To install power from building to both gates located in the rear parking lot. Power coming from the Panel in the Fire Bay area.

Labor $2,080.00

Digging by others
Material on city account estimated cost for this material $500.00
City Lift to be used

Labor and Material Cost: $ 2,580.00

*This estimate is good for 30 days due to material fluctuation
*This estimate excludes any concrete, pole bases, transformer pads, transformer vaults, cutting, patching, painting, excavation, Consolidated Communications charges, or Spectrum Cable charges.

CITY OF WESTBROOK, MAINE

IN CITY COUNCIL

Date: September 14, 2020

Order: 2020-113

AUTHORIZING ACCEPTANCE & EXPENDITURE OF DONATION FOR WESTBROOK RECOVERY LIAISON PROGRAM

That the Westbrook City Council hereby authorizes the acceptance and expenditure of a donation in the total amount of $3,054 from Climb 4 Recovery to be applied toward the Westbrook Recovery Liaison Program.

Donation to be deposited into revenue line 22002110-46400-02214.

First Reading: September 14, 2020 Second and Final Reading: October 5, 2020

Attest:

City Clerk Mayor

CITY OF WESTBROOK, MAINE

2 York Street, Westbrook, ME 04092

REQUEST FOR COUNCIL ACTION

*Requests are due to the City Clerk two Fridays prior to a Council meeting. If expenditure/acceptance of funds is involved, Finance Department approval is required **prior** to submission.*

PROPOSED TITLE: Acceptance of Donation from Climb 4 Recovery to the Westbrook Recovery Liaison Program

REQUESTED BY: Captain Steven Goldberg - Westbrook Police Department

DATE: 09/01/2020

SUMMARY:

The Westbrook Recovery Liaison Program (WRLP) has received a very generous donation of $3,054 from Climb 4 Recovery. This donation would be used to further WRLP's goals of providing treatment and support to community members with a substance use disorder.

BUDGET LINES AFFECTED (IF APPLICABLE):

WRLP Revenue 22002110 46400 02214

OK
TAA
9/1/20

CITY OF WESTBROOK, MAINE

IN CITY COUNCIL

Date: September 14, 2020

Order: 2020-114

AUTHORIZING ACCEPTANCE & EXPENDITURE OF FY 18 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT FUNDS

That the Westbrook City Council hereby authorizes the acceptance and expenditure of a FY 18 Edward Byrne Memorial Justice Assistance Grant in the amount of $35,075 and further authorizes the expenditure of said grant for supplies and equipment outlined in the attached exhibit.

Grant funds to be credited to revenue line 22002110-43100-02211.
Funds in the amount of $35,075 to be deducted from expense line 22002110-59000-02211.
Funds in the amount of $10,249.47 to be deducted from expense line 22002110-58900-02213.

First Reading: September 14, 2020 Second and Final Reading: October 5, 2020

Attest:

City Clerk Mayor

CITY OF WESTBROOK, MAINE

2 York Street, Westbrook, ME 04092

REQUEST FOR COUNCIL ACTION

*Requests are due to the City Clerk two Fridays prior to a Council meeting. If expenditure/acceptance of funds is involved, Finance Department approval is required **prior** to submission.*

PROPOSED TITLE: Acceptance & Expenditure of FY 18 Edward Byrne Memorial Justice Assistance Grant

REQUESTED BY: Captain Steve Goldberg, Westbrook Police Department

DATE: 09/04/2020

SUMMARY:

This is a request to accept and expend a $35,075 Federal Edward Byrne Memorial Justice Assistance Grant, along with a request to approve additional funding allocations necessary for the following items:

PROPOSED EXPENDITURES (Total $45,324.47)

$2,700.00	Digital Cameras
$297.00	Pelican Cases
$3,136.24	Four (4) Standard Rifles
$1,886.52	Two (2) Compact Rifles
$1,079.86	Optics
$27,749.85	Utility Terrain Vehicle
$8,475.00	Portable Speed Radar Signs

DEPOSIT GRANT FUNDS INTO BUDGET LINE

$35,075.00 FY 18 JAG Revenue (22002110-43100-02211)

DEDUCT FUNDS FROM BUDGET LINES (Total $45,324.47)

$35,075.00	JAG Expense (22002110-59000-02211)
$7,825.85	Police Detail Expenses (22002110-57320 -02213)
$2,423.62	Miscellaneous Vehicle Fees (22002110-58900-02213)

BUDGET LINES AFFECTED (IF APPLICABLE):

See above OK

September 4, 2020

To members of the Westbrook City Council:

As part of your agenda, you will see that the Westbrook Police Department has requested the acceptance of a FY 18 Edward Byrne Memorial Justice Assistance Grant (JAG) and the subsequent expenditure of some of the funds. This paper has been authored to provide further information into the grant and the reasoning behind our expenditures request.

Grant Overview

JAG is an annual grant program run through the United States Department of Justice (DOJ). It is the leading source of Federal justice funding to state and local jurisdictions. Grants are awarded to local police departments based upon their violent crime statistics and their population. Westbrook PD has been eligible for funding every year since at least 2016, and was eligible for most, if not all of the years prior to that. We are typically awarded anywhere between $11,000 and $16,000 a year. For the current JAG that is up for approval, we were allocated more funds than normal, because Portland PD had to decline their award that year, so the DOJ split Portland's award money between the Westbrook and South Portland Police Departments. In total, we were awarded $35,075.

JAG funds can be used for equipment, supplies, contractual support, training, technical assistance, and information systems for criminal justice. JAG funds can also be used to provide additional personnel, but because of the low amount of our award, that has never been a realistic option. JAG funds, similar to forfeiture funds, cannot be used to supplant law enforcement funding, but to supplement it. There are restrictions on what JAG funds can be used for. They cannot be used for real estate, construction projects, and luxury items. JAG funds cannot be used as the 50% match for our Bulletproof Vest Partnership grant. Tactical vehicles and drones are also prohibited purchases with JAG funds.

In the past few years we have used JAG funds to purchase crash reconstruction laptops, tasers, taser training cartridges, a pepperball launcher, pepperball training ammunition, a less-lethal shotgun and training rounds, firearms training ammunition, flashlights, evidence processing tools, a domestic violence victim alarm, building entry tools, and rifles. Just in the last few years alone, JAG funds have totaled nearly $43,000. This funding has allowed the police department to purchase equipment that allows officers to more effectively do their job, provides them the tools they need to respond to calls and investigate crimes, improves the safety of the officers, and helps keep the community safe.

We are seeking to use these new JAG funds to address a number of needs.

Digital Cameras
We are seeking to purchase nine (9) digital cameras. Our current digital cameras are old, so they stop working sometimes, and have outdated technology. This has affected the quality of photographs that we have taken at scenes, which affects the quality of our evidence and cases. You only get one chance to photograph a crime scene, so it is important that we have the right equipment to do so. The purchase of the new cameras will greatly enhance our ability to photograph scenes and evidence, and that will improve the quality of the cases we investigate, thus providing a better service to crime victims. To safeguard the new cameras and ensure they do not get damaged, we will be seeking to purchase pelican cases for each of them. The pelican cases are tough and are able to protect anything inside them from damage. This will extend the lifespan of the cameras and reduce future replacement costs. The total cost for the cameras is $2,700, and the pelican cases will cost $297. The cameras will be purchased through Best Buy, as our Evidence Technician found a camera there that is of high quality and comes at a reasonable price. The pelican cases will be purchased through Grainger.

Rifles & Optics
We are seeking the purchase of four (4) standard rifles and two (2) compact rifles, with optics for each rifle. We continue to see an increase in individuals armed with firearms, particularly rifles and shotguns. This poses a danger to officers and the community, and it is imperative that we provide officers with the proper equipment to respond to these dangers. The purchase of these rifles will enhance the ability of our officers to respond to emergencies where a person is armed, and it will better protect the officers and the community. While we have rifles currently, this purchase will help us have rifles more readily available for patrol officers, detectives, and officers assigned to special details. All officers are trained on the use of rifles, qualify on them annually, and are governed by our Use of Force policy when using them. The cost for the four standard rifles is $3,136.24, and the two compact rifles will cost $1,886.52. The optics for all the rifles will cost $1,079.86. For the purchase of the rifles, we are requesting a direct purchase from the manufacturer, Windham Weaponry of Windham, ME. All of our current patrol rifles are manufactured by Windham Weaponry, and these rifles are deployed in our vehicles and our officers are trained in their use. Continuing with the same rifle and manufacturer will help us maintain consistency with the training and deployment of the weapon system. While there are many M4 rifle manufacturers in the United States, the quality and costs can vary. Windham Weaponry makes a very durable product and their customer service is excellent. Due to our proximity to Windham Weaponry, getting replacement parts and/or armorer services is timely and keeps our rifles operational.

Utility Terrain Vehicle
The Police Department is seeking to purchase a new utility terrain vehicle (UTV). A UTV is an off-road all-terrain vehicle. Our current UTV is 10 years old and can only accommodate two or three people. It has suffered a lot of wear and tear from its use and is not always online for everyday deployment. We have worked with the Fire Department to outfit the old UTV with a patient transport litter to help them respond to emergencies where someone is injured and needs a medevac. The UTV is an important tool to give the Westbrook Public Safety team the operational capability to patrol and respond to emergencies in hard to reach areas of the City. Some of the critical infrastructure within the City is difficult to get to and/or patrol. Some examples of this critical infrastructure are Sappi Fine Paper, Northeast Maritimes Pipeline, Spring Harbor Hospital, Idexx laboratories and Calpine Corporation. The UTV is also used to respond to emergencies in the City's improving trail system, to include the City Forest and parts of the Riverwalk. It is the only City owned vehicle that has the capability quickly respond to emergencies on the trails and it is also deployed at special events such as Westbrook Together Days, parades, and Rock Row concerts. The new UTV seats up to 6 people and this will significantly increase our ability to deploy sufficient personnel to emergencies that require extra manpower. The cost of the new UTV is $27,749.85. Of that cost, $19,924 will be from the FY 2018 Byrne JAG Grant, and $7,825.85 will be from revenue lines. The Polaris Government and Defense program offers significant savings to government

entities. By having Polaris build the UTV exactly how we like and with the type of equipment we need, we will get the UTV in service quicker and with less labor costs. With our prior UTV, we did not do this, and the addition of all the necessary emergency equipment, such as lights, led to additional costs and some wiring issues with the UTV. This will be a single source bid due to the fact we intend to make the purchase through The Government and Defense program to capitalize on the savings offered through the program.

Portable Speed Radar Signs

Lastly, the Police Department is requesting two (2) portable radar speed measuring signs to be used throughout the City to assist in our speed enforcement efforts. The units will measure and display vehicle speeds, display the posted speed limit, and flash a light warning motorists to slow down if they are traveling excessively over the speed limit. The units also capture and log vehicles for statistical reports, which we use to determine and focus officers' traffic enforcement efforts. We propose to purchase 8 additional mounting brackets at the estimated cost of $800. These brackets will minimize the time it takes to mount the signs at different locations around the city. This purchase will be funded with $6,051.38 from the 2018 JAG grant, with the remaining amount of $2,423.62 to be deducted from the Cruiser Fee line. The Police Administration respectfully asks for Council approval to purchase the two (2) Kustom speed radar signs from Kustom Signals, Inc. for the total purchase price of $8,745 ($3,730/sign, Android programming tablet $215, and $100/bracket). The Police Department attempted to get additional quotes from Mike Martin of MSM Public Safety, whom we have purchased items before, and Kevin Anderson of Stalker Radar, who had previously contacted PD, but received no response from either company.

Should there be any further questions about the grant or our requested expenditures I am happy to answer them and provide further detail.

Sincerely,

Steven Goldberg
Captain
Westbrook Police Department

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is entered into by the Cities of South Portland and Westbrook and the County of Cumberland for the administration of the FY 2018 Edward Byrne Memorial Justice Assistance Grant.

I. Purpose

The purpose of this MOU is to establish guidelines for the administration and expenditure of funds pursuant to a grant under the 2018 Edward Byrne Memorial Justice Assistance Grant Program.

II. Mission

The Edward Byrne Memorial Justice Assistance Grant is a funding program administered by the Office of Justice Programs in order to support law enforcement, courts, corrections, treatment, victim services, technology and prevention initiatives that strengthen the nation's criminal justice system. The grant program is as outlined in the attached application form and is incorporated hereto by reference.

III. Authority

The South Portland Police Department (SPPD) will serve as the applicant and fiscal agent for the grant program. The SPPD's Deputy Chief, the Principal Administration Officer / Finance (PAO), shall administer the grant and submit all required reports to the Office of Justice Programs Grants Management System. The Grant Administrator (PAO) shall have the authority to promulgate any rules, regulations or procedures necessary to the operation of the grant program and this agreement.

IV. Allocation of Funds

As determined by the United States Department of Justice, the South Portland Police Department (SPPD) will receive $38,895; the Westbrook Police Department (WPD) will receive $35,075; and the Cumberland County Sheriff's Office (CCSO) will receive $19,846. The City of South Portland agrees to reimburse WPD and CCSO from the grant allocation for purchases made in accordance with the grant guidelines and properly submitted to the SPPD.

V. Expenditures

The Cities and County shall each be responsible for its agency's expenditures of grant funds and agrees that expenditures will be made in accordance with the guidelines and restrictions of the 2018 Edward Byrne Memorial Justice Assistance Grant program. Expenditures may include, but are not limited to, training, personnel, equipment, supplies and information systems.

VI. Personnel

Personnel hired under the 2018 Edward Byrne Memorial Justice Assistance Grant Program will become the employee of the respective hiring agency. The employee will be added to the hiring agency's payroll and covered by that agency's Worker's Compensation Insurance.

All agency personnel are to be advised that they are not prohibited or restricted from sending or receiving information about a person's immigration status to any federal, state, or local entity.

VII. Equipment

Subject to grant guidelines and restrictions, equipment may be purchased by any agency using the funds allotted to that agency. Such equipment will become the property of the purchasing agency and will be maintained and inventoried by that agency. Receipts for equipment purchases must be submitted to the South Portland Police Department Principal Financial Officer for reimbursement.

VIII. Training

Grant funded training may be accomplished by any agency in accordance with the guidelines and restrictions of the Byrne grant program. Receipts for training must be submitted to the South Portland Police Department Principal Financial Officer for reimbursement.

IX. Records and Reports

Records regarding performance of the grant obligations will be maintained by the respective agencies. Each agency will be afforded full access to any records and reports regarding the grant program regardless of who creates, maintains or stores the records.

WPD and CCSO agree to submit quarterly progress reports to SPPD regarding the execution of the grant programs including, but not limited to, performance measures and program assessment data.

X. News Media

The Cities or County may respond to media inquiries reference this grant program.

XI. Release of Liability

Each governmental entity shall be responsible for the acts or omissions of its employees, whether or not those acts or omissions are the result of intentional, knowing, reckless or negligent conduct. Each party agrees to indemnify and hold harmless the other party for

the acts and omissions of its own employees. Participating agencies or their employees shall not be considered as agents of the other participating agency. Nothing herein waives or limits sovereign immunity under federal, state or constitutional law, including, but not limited to immunity pursuant to the Maine Tort Claims Act.

XII. Duration

This agreement shall become effective upon proper execution and, unless amended by agreement of the parties and the Byrne Justice Assistance Grant Program, will remain in effect for the duration of the grant program described herein.

In witness whereof, the parties hereto cause this agreement to be executed by proper officers and officials.

City of South Portland

By: _____
Scott Morelli

Title: City Manager

Date: 11/14/19

County of Cumberland

By: _____
James Gailey

Title: County Manager

Date: _____

City of Westbrook

By: _____
Michael Sanphy

Title: Mayor

Date: 11/14/19

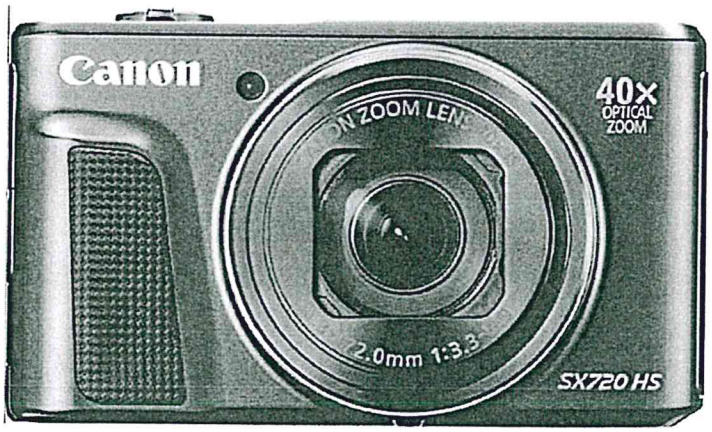
Important Update: See the latest on our stores, services and safety plans. Learn more

Canon

Canon - PowerShot SX720 HS 20.3-Megapixel Digital Camera - Red

Model: 1071C001 SKU: 5015100

4.6 (2,070 Reviews) | 8 Expert Reviews | 88 Answered Questions



Price Match Guarantee

$299.99 | $25.00/mo.*

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15-day free & easy returns Learn more

Free item with purchase

Open-Box: from $239.99

Protect your point and shoot camera

(513)

☐	1-Year Accidental Geek Squad Protection	$29.99 About $2.50/mo.
☐	2-Year Accidental Geek Squad Protection	$59.99 About $2.50/mo.
☐	3-Year Accidental Geek Squad Protection	$74.99 About $2.08/mo.

Help

Learn more

You might also need

☐ SanDisk - Ultra Plus 128GB SDXC UHS-I Memory Card $29.99 ~~$39.99~~

Pick up in 1 hour at Portland

Change pickup location

Act Fast – Only 2 left at your store!

Shipping: FREE Shipping by Mon, Aug 24 to 04092

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Build A Bundle

☐ Compare ☐ Save

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GRAINGER.

COVID-19 Recovery: Products and solutions to help your business move forward. Get Started >

Product Categories / Safety / Gas Detection / Protector Cases / Black Protective Case, Mfr. Series Pelican Clas...

Print Email

Black Protective Case, Mfr. Series Pelican Classic

Item # 20FZ27 Mfr. Model # 1120 WL/WF BLK Catalog Page # N/A UNSPSC # 53121705

Web Price

$33.00 / each

Shipping Pickup

Expected to arrive **Fri. Aug 21.**

Ship To 04092 (Change)

Qty 1

Add to Cart

Item	Protective Case
Mfr. Series	Pelican Classic
Color	Black
Construction	Copolymer Polypropylene

Categories based on your search

Safety

Gas Detection

Protector Cases

Abrasive Blasting

Chat with an Agent

Scarborough, ME | Open until 8pm

Cabela's

6

Offering Contactless Curbside Pickup | Free 2-Day Delivery with FedEx

Safely serving our communities. Our latest COVID-19 Updates. | More Info

Shopping Cart

Order Pickup at Cabela's
Scarborough, ME
Change Store

Product		Availability	Quantity	Price	Subtotal
	Vortex Spitfire Prism Scope SKU:2388354 Remove | Move to Wish List	Ship to Address Limited Stock Free Ship to Store	4	$169.97	**$679.88**

We updated our site!
Please look around and let us know
your thoughts on this survey.

Scarborough, ME | Open until 8pm

Cabela's

6

Vortex SPARC AR Red Dot Sight

SKU:2825520

Remove | Move to Wish List

Ship to Address

Free Ship to Store

Scarborough, ME

2

$199.99

$399.98

Promo Code

Apply

Product Subtotal	**$1,079.86**
Total	**$1,079.86**

Guest Checkout

Continue as Guest

Returning Customers

Email

Quote

Windham Weaponry, Inc.
999 Roosevelt Trail
Windham, ME 04062
Mark Eliason

Office: 207.893.2223
Fax: 207.893.1623

Order No.:	
Date:	8/26/2020
Terms:	Net 30

Contact:	Capt. Sean Lally	
Company/Agency:	Westbrook Police Department	
Bill to Address:	570 Main st	
City, State, Zip:	Westbrook ME 04092	
Ship to Address:	**same as above**	
City, State, Zip:		
Telephone:	207-854-2531	Cell:
Email:	slally@westbrook.me.us	

Item Number	Description	Qty	Unit Price	Total
R16M4FTT	16"M4 Profile barrel, dual heatshield carbine	4	$757.70	$3,030.80
	handguards, flat top upper and telescoping stock			
FS-SMFFS	Samson aluminum front flip sight-installed	4	0.00	
FRS-A2	Samson aluminum rear flip sight-installed	4	$0.00	
ENDPL-AMBI	Ambi-endplate-installed	4	$0.00	
SLING-BH1PT-BK	Blackhawk single point sling	4	$26.36	$105.44
	*Mode of fire is safe/semi-auto			
	Each rifle comes with (1) 30 round magazine			
	In a hard plastic case with a black nylon			
	sling and an operators manual and a lifetime			
	transferable warranty			
	This is a Dept. Purchase Price			
			Total	**$3,136.24**

Terms & Conditions of Sale: The above price includes shipping	
Payment Terms:	Net 30 from the date of the invoice.
Terms of Delivery:	Estimated delivery date will be provided upon receipt of original purchase order.
Validity of Offer	Quote is good for 60 days for the date above.

QUOTE

Polaris Sales Inc
2100 Hwy 55, Medina (Hamel), MN 55340
Phone: 866-468-7783 Fax: 763-847-8288
gov.info@polaris.com
www.polaris.com

Contact Information:
Name: Sean Lally
Email: slally@westbrook.me.us
Phone: 2078540644
Fax:

Quote Number: QUO-18196-M8L8K5
Revision #: 1
Date: 9/2/2020 9:02 PM
Quote Expires: 9/10/2020

Bill To:
Westbrook PD
570 Main St

Westbrook, ME 04092

Ship To:
Westbrook PD

570 Main St

Westbrook, ME 04092

Contract Name: Polaris Direct
Contract #:
Expiration Date:

Cage: 3FP69
Duns#: 123399383
Tax ID#: 41-1921490
Customer#:

Freight	Delivery Terms	Payment Terms	Payment Methods
FOB Destination-CONUS US Continental (CONUS) Only	90 Days	Net 30	Visa Mastercard Wire Check

Item #	QTY	Description	MSRP	Discount Price	Extended
R20RSE99AP	1	RANGER Crew XP 1000 Premium, Steel Blue- 49 State	$18,099.00	$16,806.72	$16,806.72
2883274	1	Crew 1000 / Crew XP 1000 Poly Sport Roof	$539.99	$451.58	$451.58
2883300	1	1000 / XP 1000 / Crew 1000 / Crew XP 1000 Hardcoat Poly Windshield (will accept Wiper)	$519.99	$434.85	$434.85
2882711	1	1000's Polaris Dual Speed Pro HD 4500 LB Winch (synthetic rope)	$849.99	$710.82	$710.82
Black Body Panels	1	Black Body Panels		$549.95	$549.95
2883979	1	Deluxe Emergency Light Kit	$7,751.99	$6,482.77	$6,482.77

Polaris Sales Inc
2100 Hwy 55, Medina (Hamel), MN 55340
Phone: 866-468-7783 Fax: 763-847-8288

QUOTE

gov.info@polaris.com
www.polaris.com

Freight	Delivery Terms	Payment Terms	Payment Methods
FOB Destination-CONUS US Continental (CONUS) Only	90 Days	Net 30	Visa Mastercard Wire Check

Item #	QTY	Description	MSRP	Discount Price	Extended
2883981	1	100 W Siren & PA System (works with Deluxe Light Kit only)	$2,496.99	$2,088.16	$2,088.16

Comments: Ben Fearing | Sr. Inside Sales
Polaris Government & Defense | 2100 Highway 55 | Medina, MN 55340
866-468-7783
gov.info@polaris.com | polaris.com

SUBTOTAL	$27,524.85
INSTALL*	$225.00
FREIGHT	$0.00
TAX	$0.00
TOTAL	$27,749.85

*Installation Pricing is Open Market

Acceptance and Payment Information

Wire Payment:
US Bank
602 2nd Ave South
Minneapolis, MN 55402

Phone: 1-888-799-4737
ABA#: 091 000 022
Acct#: 1 702 2513 9170
Ref: Polaris Direct Zephyrhills Police Department
PO#:

Ship To Address:	Billing Address:
Name:	Name:
Address:	Address:
Address:	Address:
Address:	Address:
City, State & ZIP:	City, State & ZIP:
Contact Name:	Contact Name:
Phone:	Phone:
Alternate Contact Name:	Alternate Contact Name:
Alternate Phone:	Alternate Phone:
Email:	Email:

Credit Card Holder:

Polaris Sales Inc
2100 Hwy 55, Medina (Hamel), MN 55340
Phone: 866-468-7783 Fax: 763-847-8288

QUOTE

gov.info@polaris.com
www.polaris.com

Credit Card Type: VISA / Mastercard

Card Number:

Expiration Date:

To accept this quotation, sign here and return: _____

Printed name: _____

Quotation

KUSTOM SIGNALS, INC.
9652 Loiret Blvd, Lenexa, KS 66219-2406
913-492-1400 Fax 913-492-1703
sales@kustomsignals.com www.kustomsignals.com

Date 08/25/2020

To... LT D thompson
WESTBROOK POLICE DEPT

570 MAIN ST
WESTBROOK ME 04092-4341

Quote # -237999895549NG
Terms Per Approved Terms
This Quote Expires on 11/23/2020
Phone 207-854-0644
Fax 207-854-0648

Qty	Product Description	UnitPrice	SubTotal
2	PMD 12 Solar - 12" Amber LED display w/flashing digit, Red/Blue lightbar & white strobe violator alerts, ambient light sensor, Bluetooth, 50W solar panel, 26Ah battery w/external enclosure/mounts, MUTCD "YOUR SPEED" sign, FREE Android app w/traffic data	$3,730.00	$7,460.00
8	Spare mounting kit - includes mounting bracket, strap kit, and sign post mounting hardware.	$100.00	$800.00
1	Android Tablet with Bluetooth loaded with Kustom Console App for wireless display programming and traffic data retrieval	$215.00	$215.00

Total $8,475.00

Signature

*** Applicable Sales Tax Not Included. Seller may charge Buyer a 25% restocking fee.**

Toll Free 800-4KUSTOM (800-458-7866)

KUSTOM SIGNALS, INC.
TERMS AND CONDITIONS

1. **APPLICABILITY.** Unless otherwise specified in a written bid, quote or contract, the following terms and conditions shall apply.

2. **PRICES AND TAXES.** Prices will be Kustom Signals, Inc.'s ("Seller") prices in effect on the date a purchase order is accepted by Seller, and Seller may change its prices at any time, in its sole discretion. All prices will be F.O.B. Chanute, Kansas, and net of any duties, sales, use or similar taxes, fees or assessments, and do not include shipping, packaging or any insurance costs, all of which are Buyer's responsibility.

3. **PAYMENT.** Unless otherwise provided on the face of the invoice, payment is to be paid in US dollars and in accordance with the Seller approved terms for Buyer. Partial payments are not permitted unless authorized in writing. Partial payments will be treated as non-payment. Each invoice is independent from shipping sequence and disputes relating to other invoices. Failure to pay an invoice within 30 days will be considered a default.

4. **DELIVERY AND PERFORMANCE.** Delivery dates are approximate. Seller disclaims all liability for late or partial delivery. Seller may deliver in such lots and at such times as is convenient for Seller.

5. **LOSS IN TRANSIT.** Risk of loss will pass to Buyer upon delivery of the goods to the carrier. In case of breakage or loss in transit, Buyer will have notation of same made on expense bill before paying freight. Seller may reject claims for shortages not made within 15 days of Buyer's receipt of the goods.

6. **TERMINATION, RESTOCKING CHARGES.** Buyermay terminate this purchase order for its convenience, in whole or in part, by written, faxed or telegraphic notice at any time. If Buyer terminates this purchase order for convenience, Buyer will be liable to Seller for Seller's reasonable costs incurred in the performance of this purchase order that Seller cannot mitigate. Unless otherwise agreed upon in advance in writing by Seller, Seller may charge Buyer a 25% restocking fee, if: (a) upon approval by Seller, the Buyer returns any non-defective goods covered by this invoice; or (b) prior to shipment, but after the goods are produced by Seller, Buyer cancels the order for the subject goods.

7. **WARRANTY.** Seller's warranty is provided separately.

8. **LIMITATION OF LIABILITY.** SELLER IS NOT LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, OR INCIDENTAL DAMAGES, OR ANY LOST PROFITS OR LOST SAVINGS, EVEN IF A SELLER REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS, DAMAGES, CLAIMS OR COSTS, NOR IS SELLER LIABLE FOR ANY CLAIM BY ANY THIRD PARTY. SELLER'S AGGREGATE LIABILITY UNDER OR IN CONNECTION WITH THIS PURCHASE ORDER IS LIMITED TO THE AMOUNT PAID FOR THE GOODS.

9. **INDEMNIFICATION.** Buyer will indemnify, defend and hold Seller harmless from all losses, damages, liabilities and costs, including attorneys' fees, incurred or sustained by Seller as a result of any third party claim made against Seller, including a claim by a customer of Buyer, arising from its negligent, reckless, willful, or intentional actions in marketing and reselling the goods.

10. **EXPORT RULES.** Exports and re-exports of the goods may be subject to United States export controls and sanctions administered by the U.S. Department of Commerce Bureau of Industry and Security under its Export Administration Regulations ("EAR"). Buyer shall comply with all laws, rules and regulations applicable to the export or re-export of goods including but not limited to EAR which includes, among other things, screening potential transactions against the U.S. Government's (i) list of prohibited end users, and (ii) list of prohibited countries. Buyer represents and warrants that (i) it has not been charged with, convicted of, or penalized for, any violation of EAR or any statute referenced in EAR §766.25, and (ii) it has not been notified by any government official of competent authority that it is under investigation for any violation of EAR or any statute referenced in EAR §766.25.

11. **MISCELLANEOUS.** These terms and conditions, together with any other written agreement between Buyer and Seller, if any: (i) are the exclusive statements of the parties with respect to the subject matter and supersedes any prior or contemporaneous communications; (ii) may not be amended except in writing executed by the parties and will prevail in any case where the terms of Buyer's purchase order or other communication are inconsistent; (iii) will be interpreted and enforced in accordance with the laws of the State of Kansas, without giving effect to principles of conflicts of law. These terms and conditions are: (1) solely for the benefit of the parties, and no provision of these terms and conditions will be deemed to confer upon any other person any remedy, claim, liability, reimbursement, cause of action or other right. Each party consents to the exclusive personal jurisdiction of the state and federal courts located in the State of Kansas for purposes of any suit, action or other proceeding arising out of this Agreement, waives any argument that venue in any such forum is not convenient and agrees that the venue of any litigation initiated by either of them in connection with this Agreement will be in either the District Court of Johnson County, Kansas, or the United States District Court, District of Kansas. If any provision of these terms and conditions is unenforceable, the remaining provisions will remain in effect. No waiver (whether by course of dealing or otherwise) is effective unless it is made in writing and signed by the party to be charged with such waiver. Unless otherwise specified in writing, notices must be given in writing by registered or certified mail, return receipt requested, addressed to:

Kustom Signals, Inc.
Attn: Sales Dept.
9652 Loiret
Lenexa, KS 66219

CITY OF WESTBROOK, MAINE

IN CITY COUNCIL

Date: October 5, 2020

Resolve: 2020-23

SETTING THE HOURS OF VOTER REGISTRATION & POLLS FOR THE NOVEMBER 3, 2020 ELECTION

That the City Clerk as the City of Westbrook's Registrar of Voters shall be available at City Hall for the purpose of conducting voter registration during the City Clerk's Office's hours of operation, 7:30am – 4:00pm, Monday through Friday, with extended hours until 6:00pm on Wednesdays, and shall be open from 8:00am – 12:00pm on Saturday October 10, October 17 and October 24, 2020; and be it further resolved that the Westbrook Municipal Officers set the opening time of the polls as 7:00am and the close of the polls as 8:00pm for the November 3, 2020 General Election & Municipal Referendum Election.

First and Final Reading: October 5, 2020

Attest:

City Clerk

Mayor

CITY OF WESTBROOK, MAINE

2 York Street, Westbrook, ME 04092

REQUEST FOR COUNCIL ACTION

*Requests are due to the City Clerk two Fridays prior to a Council meeting. If expenditure/acceptance of funds is involved, Finance Department approval is required **prior** to submission.*

PROPOSED TITLE: Setting the Hours of Voter Registration & Polls

REQUESTED BY: Angela Holmes, City Clerk & Registrar of Voters

DATE: 10/01/2020

SUMMARY:

Request to set the hours for voter registration at the City Clerk's Office and for the polls on Election Day.

Voter Registration
Mondays: 7:30am - 4pm
Tuesdays: 7:30am - 4pm
Wednesdays: 7:30am - 6pm
Thursdays: 7:30am - 4pm
Fridays: 7:30am - 4pm

Special Saturday hours for voter registration and absentee voting: 8am - 12pm on October 10, 17 & 24, 2020.

Polls
Tuesday November 3, 2020, 7am - 8pm

BUDGET LINES AFFECTED (IF APPLICABLE):

N/A

CITY OF WESTBROOK, MAINE

IN CITY COUNCIL

Date: October 5, 2020

Order: 2020-115

ADOPTING THE ANNUAL GENERAL ASSISTANCE ORDINANCE AND SETTING THE MAXIMUMS FOR 2020-2021

That the Westbrook City Council hereby approves the enclosed General Assistance Ordinance and Appendices A, B, D, E, F, G & H concerning the General Assistance Maximums for the period of October 1, 2020 through September 30, 2021, as required by the Maine Department of Health and Human Services, and further authorizes the General Assistance Coordinator to work within the Overall Maximums listed in Appendix A for housing assistance requests.

First and Final Reading: October 5, 2020

Attest:

City Clerk

Mayor

CITY OF WESTBROOK, MAINE

2 York Street, Westbrook, ME 04092

REQUEST FOR COUNCIL ACTION

*Requests are due to the City Clerk two Fridays prior to a Council meeting. If expenditure/acceptance of funds is involved, Finance Department approval is required **prior** to submission.*

PROPOSED TITLE: GA MAXIMUMS

REQUESTED BY: HARRISON DEAH

DATE: 09/10/2020

SUMMARY:

This is the adoption of the 2020-2021 General Assistance Maximums, appendices A, B, D, E, F, G & H. We are not proposing the adoption of Appendix C - Housing Maximums - and instead will work within the overall maximum numbers to ensure that our clients basic needs are met (food, non-food, utilities, laundry, etc.).

BUDGET LINES AFFECTED (IF APPLICABLE):

To: Welfare Officials and Contracted Agents

From: Sara Russell, Program Manager, General Assistance

Date: September 3, 2020

Subject: New GA Maximums

Enclosed please find the following items:

- MMA's new (October 1, 2020–September 30, 2021) "**General Assistance Ordinance Appendices"** (A – H).

- **"GA Maximums Adoption Form"** which was developed so that municipalities may easily send DHHS proof of GA maximums adoption. Once the selectpersons or council adopts the new maximums, the enclosed form should be signed and submitted to DHHS. *(see "Filing of GA Ordinance and/or Appendices" below for further information).*

Appendix A – H

The enclosed Appendices A – H have been revised for your municipality's General Assistance Ordinance. These new Appendices, **once adopted**, should replace the existing Appendices A – H. Even if you have already adopted MMA's model General Assistance Ordinance, **the municipal officers must approve/adopt the new Appendices yearly.**

The Adoption Process

The **municipal officers (i.e., selectpersons/council) adopt the local General Assistance Ordinance and yearly Appendices**, even in town meeting communities. The law requires that the municipal officers adopt the ordinance and/or Appendices ***after notice and hearing***. Seven days posted notice is recommended, unless local law (or practice) provides otherwise.

At the hearing, the municipal officers should:

1) Allow all interested members of the public an opportunity to comment on the proposed ordinance;

2) End public discussion, close the hearing; and

3) Move and vote to adopt the ordinance either in its posted form or as amended in light of public discussion.

Municipalities May Establish Their Own Maximums

Municipalities may establish their own maximum levels of assistance provided that the proposed levels of assistance are reasonable and meet adequate standards sufficient to maintain the health and safety of applicants in the municipality. The municipality must submit to the Department documentation to justify these levels of assistance and verify that the figures developed are appropriate to maintain health and decency.

A municipality's maximum assistance level for Food may not be below the Department provided figures which are issued by the USDA and published annually following a study of cost of food for various family sizes. A market basket survey may be used to establish food maximums if the maximums provided by the USDA are insufficient to maintain health in the municipality.

Filing of GA Ordinance and/or Appendices

Please remember that General Assistance law requires each municipality to send DHHS a copy of its ordinance once adopted. *(For a copy of the GA model ordinance, please call MMA's Publication Department, or visit their web site www.memun.org*). In addition, any changes or amendments, such as new Appendices, must also be submitted to DHHS. DHHS will accept the enclosed "adoption sheet" as proof that a municipality has adopted the current GA maximums.

GENERAL ASSISTANCE ORDINANCE
APPENDICES A-H
2020-2021

The Municipality of _____ adopts the MMA Model Ordinance GA Appendices (A-H) for the period of Oct. 1, 2020—September 30, 2021. These appendices are filed with the Department of Health and Human Services (DHHS) in compliance with Title 22 M.R.S.A. §4305(4).

Signed the _____ (day) of _____ (month)_____ (year) by the municipal officers:

_____	_____
(Print Name)	(Signature)
_____	_____
(Print Name)	(Signature)
_____	_____
(Print Name)	(Signature)
_____	_____
(Print Name)	(Signature)
_____	_____
(Print Name)	(Signature)
_____	_____
(Print Name)	(Signature)

2020-2021 GA Overall Maximums

Metropolitan Areas

COUNTY	Persons in Household 1	2	3	4	5*
Bangor HMFA: Bangor, Brewer, Eddington, Glenburn, Hampden, Hermon, Holden, Kenduskeag, Milford, Old Town, Orono, Orrington, Penobscot Indian Island Reservation, Veazie	775	879	1,116	1,397	1,956
Cumberland County HMFA: Baldwin, Bridgton, Brunswick, Harpswell, Harrison, Naples, New Gloucester, Pownal, Sebago	883	926	1,197	1,649	1,882
Lewiston/Auburn MSA: Auburn, Durham, Greene, Leeds, Lewiston, Lisbon, Livermore, Livermore Falls, Mechanic Falls, Minot, Poland, Sabattus, Turner, Wales	741	798	1,025	1,287	1,633
Penobscot County HMFA: Alton, Argyle UT, Bradford, Bradley, Burlington, Carmel, Carroll plantation, Charleston, Chester, Clifton, Corinna, Corinth, Dexter, Dixmont, Drew plantation, East Central Penobscot UT, East Millinocket, Edinburg, Enfield, Etna, Exeter, Garland, Greenbush, Howland, Hudson, Kingman UT, Lagrange, Lakeville, Lee, Levant, Lincoln, Lowell town, Mattawamkeag, Maxfield, Medway, Millinocket, Mount Chase, Newburgh Newport, North Penobscot UT, Passadumkeag, Patten, Plymouth, Prentiss UT, Seboeis plantation, Springfield, Stacyville, Stetson, Twombly UT, Webster plantation, Whitney UT, Winn, Woodville	741	742	981	1,229	1,341
Portland HMFA: Cape Elizabeth, Casco, Chebeague Island, Cumberland, Falmouth, Freeport, Frye Island, Gorham, Gray, Long Island, North Yarmouth, Portland, Raymond, Scarborough, South Portland, Standish, Westbrook, Windham, Yarmouth; Buxton, Hollis, Limington, Old Orchard Beach	1,179	1,284	1,668	2,180	2,654
Sagadahoc HMFA: Arrowsic, Bath, Bowdoin, Bowdoinham, Georgetown, Perkins UT, Phippsburg, Richmond, Topsham, West Bath, Woolwich	821	933	1,095	1,449	1,691

COUNTY	1	2	3	4	5*
York County HMFA: Acton, Alfred, Arundel, Biddeford, Cornish, Dayton, Kennebunk, Kennebunkport, Lebanon, Limerick, Lyman, Newfield, North Berwick, Ogunquit, Parsonsfield, Saco, Sanford, Shapleigh, Waterboro, Wells	918	980	1,212	1,539	1,720
York/Kittery/S.Berwick HMFA: Berwick, Eliot, Kittery, South Berwick, York	1,136	1,165	1,539	1,926	2,699

***Note: Add $75 for each additional person.**

Non-Metropolitan Areas

Persons in Household

COUNTY	1	2	3	4	5*
Aroostook County	649	710	831	1,119	1,200
Franklin County	683	729	837	1,102	1,480
Hancock County	836	871	1,047	1,319	1,445
Kennebec County	769	786	979	1,284	1,371
Knox County	792	795	979	1,291	1,390
Lincoln County	868	886	1,057	1,349	1,554
Oxford County	764	767	936	1,322	1,537
Piscataquis County	659	708	874	1,158	1,396
Somerset County	709	744	959	1,249	1,338
Waldo County	818	871	997	1,339	1,705
Washington County	710	713	926	1,160	1,254

*** Please Note: Add $75 for each additional person.**

2020-2021 Food Maximums

Please Note: The maximum amounts allowed for food are established in accordance with the U.S.D.A. Thrifty Food Plan. As of October 1, 2020, those amounts are:

Number in Household	Weekly Maximum	Monthly Maximum
1	$ 47.44	$ 204
2	86.98	374
3	124.42	535
4	158.14	680
5	187.67	807
6	225.35	969
7	249.07	1,071
8	284.65	1,224

Note: For each additional person add $153 per month.

2020-2021 GA MAXIMUMS SUMMARY SHEET

Note: The overall maximums found in *Appendices A, B, C, D, E, and F* are effective from **October 1, 2020 to September 30, 2021.**

APPENDIX A - OVERALL MAXIMUMS

County	Persons in Household					
	1	**2**	**3**	**4**	**5**	**6**
	1,179	1,284	1,668	2,180	2,654	2,729

NOTE: For each additional person add $75 per month.

(The applicable figures from Appendix A, *once adopted,* should be inserted here.)

APPENDIX B - FOOD MAXIMUMS

Number in Household	Weekly Maximum	Monthly Maximum
1	$ 47.44	$ 204
2	86.98	374
3	124.42	535
4	158.14	680
5	187.67	807
6	225.35	969
7	249.07	1,071
8	284.65	1,224

NOTE: For each additional person add $153 per month.

APPENDIX C - HOUSING MAXIMUMS

	Unheated		Heated	
Number of Bedrooms	**Weekly**	**Monthly**	**Weekly**	**Monthly**
0				
1				
2				
3				
4				

(The applicable figures from Appendix C, *once adopted,* should be inserted here.)

APPENDIX D - UTILITIES

ELECTRIC

NOTE: For an electrically heated dwelling also see "Heating Fuel" maximums below. But remember, an applicant is ***not automatically*** entitled to the "maximums" established—applicants must demonstrate need.

1) Electricity Maximums for Households *Without* *Electric Hot Water*: The maximum amounts allowed for utilities, for lights, cooking and other electric uses ***excluding*** electric hot water and heat:

Number in Household	Weekly	Monthly
1	$14.00	$60.00
2	$15.70	$67.50
3	$17.45	$75.00
4	$19.90	$86.00
5	$23.10	$99.00
6	$25.00	$107.00

NOTE: For each additional person add $7.50 per month.

2) Electricity Maximums for Households *With* *Electrically Heated Hot Water*: The maximum amounts allowed for utilities, hot water, for lights, cooking and other electric uses ***excluding*** heat:

Number in Household	Weekly	Monthly
1	$20.65	$89.00
2	$23.75	$102.00
3	$27.70	$119.00
4	$32.25	$139.00
5	$38.75	$167.00
6	$41.00	$176.00

NOTE: For each additional person add $10.00 per month.

NOTE: For electrically heated households, the maximum amount allowed for electrical utilities per month shall be the sum of the appropriate maximum amount under this subsection and the appropriate maximum for heating fuel as provided below.

APPENDIX E - HEATING FUEL

Month	Gallons	Month	Gallons
September	50	January	225
October	100	February	225
November	200	March	125
December	200	April	125
		May	50

NOTE: When the dwelling unit is heated electrically, the maximum amount allowed for heating purposes will be calculated by multiplying the number of gallons of fuel allowed for that month by the current price per gallon. When fuels such as wood, coal and/or natural gas are used for heating purposes, they will be budgeted at actual rates, if they are reasonable. No eligible applicant shall be considered to need more than 7 tons of coal per year, 8 cords of wood per year, 126,000 cubic feet of natural gas per year, or 1000 gallons of propane.

APPENDIX F - PERSONAL CARE & HOUSEHOLD SUPPLIES

Number in Household	Weekly Amount	Monthly Amount
1-2	$10.50	$45.00
3-4	$11.60	$50.00
5-6	$12.80	$55.00
7-8	$14.00	$60.00

NOTE: For each additional person add $1.25 per week or $5.00 per month.

SUPPLEMENT FOR HOUSEHOLDS WITH CHILDREN UNDER 5

When an applicant can verify expenditures for the following items, a special supplement will be budgeted as necessary for households with children under 5 years of age for items such as cloth or disposable diapers, laundry powder, oil, shampoo, and ointment up to the following amounts:

Number of Children	Weekly Amount	Monthly Amount
1	$12.80	$55.00
2	$17.40	$75.00
3	$23.30	$100.00
4	$27.90	$120.00

2020-2021 Mileage Rate

This municipality adopts the State of Maine travel expense reimbursement rate as set by the Office of the State Controller. The current rate for approved employment and necessary medical travel etc. is 45 cents (45¢) per mile.

Please refer to the Office of State Controller for changes to this rate:
Telephone: 626-8420 or visit: http://www.state.me.us/osc/

Funeral Maximums

Burial Maximums

The maximum amount of general assistance granted for the purpose of burial is **$1,475.** The municipality's obligation to provide funds for burial purposes is limited to a reasonable calculation of the funeral director's direct costs, not to exceed the maximum amounts of assistance described in this section. Allowable burial expenses are limited to:

- removal of the body from a local residence or institution
- a secured death certificate or obituary
- embalming
- a minimum casket
- a reasonable cost for necessary transportation
- other reasonable and necessary specified direct costs, as itemized by the funeral director and approved by the municipal administrator.

Additional costs may be allowed by the GA administrator, where there is an actual cost, for:

- the wholesale cost of a cement liner if the cemetery by-laws require one;
- the opening and closing of the grave site; and
- a lot in the least expensive section of the cemetery. If the municipality is able to provide a cemetery lot in a municipally owned cemetery or in a cemetery under municipal control, the cost of the cemetery lot in any other cemetery will not be paid by the municipality.

Cremation Maximums

The maximum amount of assistance granted for a cremation shall be **$1,025.**

The municipality's obligation to provide funds for cremation purposes is limited to a reasonable calculation of the funeral director's direct costs, not to exceed the maximum amounts of assistance described in this section. Allowable cremation expenses are limited to:

- removal and transportation of the body from a local residence or institution
- professional fees
- crematorium fees
- a secured death certificate or obituary

- other reasonable and necessary specified direct costs, as itemized by the funeral director and approved by the municipal administrator.

Additional costs may be allowed by the GA administrator where there is an actual cost, for:

- a cremation lot in the least expensive section of the cemetery
- a reasonable cost for a burial urn not to exceed $55
- transportation costs borne by the funeral director at a reasonable rate per mile for transporting the remains to and from the cremation facility.

CITY OF WESTBROOK, MAINE

IN CITY COUNCIL

Date: October 5, 2020

Order: 2020-116

ACCEPTING UNAPPROPRIATED FUNDS REPORT FOR 4TH QUARTER FY 2020

That the Westbrook City Council hereby accepts the enclosed Unappropriated Funds Report for 4th Quarter FY 2020, in accordance with Order 2019-53.

First and Final Reading: October 5, 2020

Attest:

City Clerk

Mayor

CITY OF WESTBROOK, MAINE

2 York Street, Westbrook, ME 04092

REQUEST FOR COUNCIL ACTION

*Requests are due to the City Clerk two Fridays prior to a Council meeting. If expenditure/acceptance of funds is involved, Finance Department approval is required **prior** to submission.*

PROPOSED TITLE: Accepting Unappropriated Funds Report for 4th Quarter FY20

REQUESTED BY: Tressina Germani

DATE: 09/01/2020

SUMMARY:

City Council adopted Order 2019-53 on March 18, 2019, *Amending the City of Westbrook's Unappropriated Funds Policy*, which authorizes City Departments to accept and expend unappropriated funds (such as grants, donations and forfeiture funds) in amounts less than $3,000 without first requiring City Council approval. These transactions are reported to Council on a quarterly basis for approval.

Unappropriated funds in amounts of $3,000 or greater still require Council authorization for acceptance and expenditure.

The enclosed document outlines the receipt/expenditure of unappropriated funds from April - June 2020 (4th Quarter of FY20).

BUDGET LINES AFFECTED (IF APPLICABLE):

See attached.

UNAPPROPRIATED FUNDS RECEIVED - FY20 Qtr 4 / April 1 - June 30, 2020

Department	Project Name	Submitted By:	Date Received	Received From	Amount	TYPE(Donation, Forfeiture, Grant, etc)/Description	Budget Line/Account Name
Library	Library Donations	Julie Peterson	6/5/2020	Library Donations	245.00	Donation	21005510-44600-02155/Misc Library Fees
Library	Library Donations	Julie Peterson	6/5/2020	Lost & Paid Library Materials	15.95	Replacement costs paid for lost and damaged items	21005510-44600-02155/Misc Library Fees
Fire	Fire Donations	Mary Morrissey	5/7/2020	Jacob and Ann Brown	100.00	Fire Donation	21002210-49000-02120/Other Financing Sources
Police	Police Donations	Mary Morrissey	5/12/2020	Scott and Diane Dyer	1,200.00	Community Policing Donation	21002110-49000-02110/Other Financing Sources
Police	Police Donations	Mary Morrissey	5/27/2020	James Macvane	100.00	Donation for the Peer Support Group	21002110-49000-02110/Other Financing Sources
Police	State Police Forfeiture	Mary Morrissey	4/24/2020	State of Maine	710.00	Forfeiture - Case #18DEC01577	21002110-49000-02113/State Forfeiture Revenue
Police	State Police Forfeiture	Mary Morrissey	6/22/2020	Property Room	40.21	Forfeiture - Various Items Sold	21002110-49000-02113/State Forfeiture Revenue
Police	WRLP	Mary Morrissey	4/14/2020	Donor in Yarmouth	600.00	WRLP Donation	22002110-46400-02214/Contributions from Private Sources
Public Services	Street Openings	Arty Ledoux	4/23/20-4/27/20	New England Utility Constructors	1,128.50	Street Openings	22003100-44399-02231/Misc PS Dept Fees
Public Services	Street Openings	Arty Ledoux	4/23/20-5/29/20	Les Wilson & Sons	355.50	Street Openings	22003100-44399-02231/Misc PS Dept Fees
Public Services	Street Openings	Arty Ledoux	6/10/2020	Storey Brothers	1,649.57	Street Openings	22003100-44399-02231/Misc PS Dept Fees
Public Services	Veteran Services	Arty Ledoux	4/1/2020	Michael Foley	500.00	Donation	22001000-46400-02233/Contributions from Private Sources
Public Services	Veteran Services	Arty Ledoux	5/1/2020	Westbrook Housing Authority	1,000.00	Donation	22001000-46400-02233/Contributions from Private Sources

Grand Total - Unappropriated Funds Received 7,383.78

UNAPPROPRIATED FUNDS EXPENDED - FY20 Qtr 4 / April 1 - June 30, 2020

Department	Project Name	Submitted By:	Date Expended	Vendor/Payee	Amount	Expenditure Description	Budget Line/Account Name
Econ Dev	WEIC	Dan Stevenson	4/6/2020	Pizza Time	80.28	WEIC Meeting Meal	22001390-58900-02299/WEIC Expense
Fire	Fire Donations	Mary Morrissey	6/4/2020	File of Life Foundation	149.05	911 Magnets for Kids	21002210-59000-02120/Other Items
Fire	Fire Reserves	Mary Morrissey	5/4/2020	Amazon	357.56	Camera Pelican 1690 Case with Foam	21002210-57301-02121/Equipment
Fire	Fire Reserves	Mary Morrissey	6/30/2020	R&W Rope	318.85	Sterling 8mm Prusik Accessory Chord	21002210-57301-02121/Equipment
Fire	Fire Reserves	Mary Morrissey	6/30/2020	Training Technologies	1,480.26	Equipment for Training	21002210-57301-02121/Equipment
Police	Police Donations	Mary Morrissey	4/6/2020	Mr. Bagel	5.32	Lunch for 19 year old Homeless Person	21002110-59000-02110/Other Items
Police	Police Donations	Mary Morrissey	4/6/2020	Dominos	147.05	Blizzard Bash Event - 20 Pizzas	21002110-59000-02110/Other Items
Police	Police Donations	Mary Morrissey	4/6/2020	Hannafords	30.33	Blizzard Bash Event - Breakfast Items	21002110-59000-02110/Other Items
Police	Police Donations	Mary Morrissey	4/6/2020	Dollar Tree	5.00	Blizzard Bash Event - Food Coloring	21002110-59000-02110/Other Items
Police	Police Donations	Mary Morrissey	4/6/2020	Walmart Brunswick	23.55	Blizzard Bash Event - Hot Cocoa	21002110-59000-02110/Other Items
Police	Police Donations	Mary Morrissey	4/6/2020	Executive Advertising	443.64	WPD Look Lights for Community Events Give Away	21002110-59000-02110/Other Items
Police	Police Donations	Mary Morrissey	5/1/2020	USPS Harpswell ME	7.50	Mailing Items to Client in Westbrook	21002110-59000-02110/Other Items
Police	Police Donations	Mary Morrissey	5/4/2020	Hannafords	8.47	Essentials for Family	21002110-59000-02110/Other Items
Police	Police Donations	Mary Morrissey	5/4/2020	Dick's South Portland	45.94	Soccer/Footballs for Kids	21002110-59000-02110/Other Items
Police	Police Donations	Mary Morrissey	5/4/2020	Subway Portland	12.94	Lunch for DV Victim	21002110-59000-02110/Other Items
Police	Police Outside Detail	Mary Morrissey	4/3/2020	Atlantic Tactical Inc	66.94	Police Gear	22002110-58900-02213/Misc Expenditures
Police	Police Outside Detail	Mary Morrissey	4/10/2020	Kyocera Document Solutions	795.00	Patrol New Copier/Printer	22002110-58900-02213/Misc Expenditures
Police	Police Outside Detail	Mary Morrissey	4/17/2020	Atlantic Tactical Inc	37.99	Police Gear	22002110-58900-02213/Misc Expenditures
Police	Police Outside Detail	Mary Morrissey	4/23/2020	Co-Occuring Collaborative Serving Maine	35.00	EE Reimbursement to Danielle Rideout - Online Training Courses	22002110-58900-02213/Misc Expenditures
Police	Police Outside Detail	Mary Morrissey	5/1/2020	Radio Communications Management Inc	748.16	Scout Radio #2 -Domestic Violence Prevention Alarm System	22002110-58900-02213/Misc Expenditures
Police	Police Outside Detail	Mary Morrissey	5/1/2020	Atlantic Tactical Inc	258.99	Combat Shirt and Boots	22002110-58900-02213/Misc Expenditures
Police	Police Outside Detail	Mary Morrissey	5/1/2020	Coastal Equipment Corporation	1,960.00	Double Door Lockers for Police Locker Rooms	22002110-58900-02213/Misc Expenditures
Police	Police Outside Detail	Mary Morrissey	5/1/2020	Safe Life Defense	1,465.20	Flexible Rifle Armor	22002110-58900-02213/Misc Expenditures
Police	Police Outside Detail	Mary Morrissey	5/4/2020	Walmart Scarborough	49.70	Equipment for ALICE Instruction	22002110-58900-02213/Misc Expenditures
Police	Police Outside Detail	Mary Morrissey	5/4/2020	Flag Store USA	326.27	2 New Flags and Stands for the Large Public Safety Conference Room	22002110-58900-02213/Misc Expenditures
Police	Police Outside Detail	Mary Morrissey	5/4/2020	Midwayusa.com	8.29	Shipping cost to return item	22002110-58900-02213/Misc Expenditures
Police	Police Outside Detail	Mary Morrissey	5/4/2020	Surefire LLC	118.00	Weapon light switch for the SWAT Team	22002110-58900-02213/Misc Expenditures
Police	Police Outside Detail	Mary Morrissey	5/4/2020	Willeys Sport Center	459.00	MRO series Trijicon with 2 night vision lasers(attach to gun)	22002110-58900-02213/Misc Expenditures
Police	Police Outside Detail	Mary Morrissey	5/4/2020	Galvion Ballistics Newport	490.98	Viper Ballistic helmet system with cover	22002110-58900-02213/Misc Expenditures
Police	Police Outside Detail	Mary Morrissey	5/29/2020	Galls Parent Holdings LLC	33.03	Push pin double lock hinged cuffs	22002110-58900-02213/Misc Expenditures
Police	Police Outside Detail	Mary Morrissey	5/29/2020	Occupational Health Centers Southwest PA	464.00	Medical exams	22002110-58900-02213/Misc Expenditures
Police	Police Outside Detail	Mary Morrissey	6/4/2020	LCEO LLC	1,398.60	Night Vision Laser	22002110-58900-02213/Misc Expenditures
Police	Police Outside Detail	Mary Morrissey	6/5/2020	Lee Dodge Chrysler Jeep	1,041.77	Vehicle Repairs to Vehicle #18-1	22002110-57320-02213/Vehicles Expense
Police	Police Outside Detail	Mary Morrissey	6/12/2020	Atlantic Tactical Inc	59.99	Combat Shirt	22002110-58900-02213/Misc Expenditures
Police	Police Outside Detail	Mary Morrissey	6/19/2020	Rowe Ford Sales Inc	67.48	Repairs to Vehicle #15-4	22002110-58900-02213/Misc Expenditures
Police	Police Outside Detail	Mary Morrissey	6/26/2020	Lee Dodge Chrysler Jeep	35.70	Hose and Nozzle for Vehicle #18-1	22002110-58900-02213/Misc Expenditures
Police	Police Outside Detail	Mary Morrissey	6/26/2020	O'Reilly Automotive Stores Inc	24.78	Wheel weights	22002110-58900-02213/Misc Expenditures
Police	Police Outside Detail	Mary Morrissey	6/26/2020	Espo LLC	38.22	Shield for Vehicle #17-2	22002110-58900-02213/Misc Expenditures
Police	Police Outside Detail	Mary Morrissey	6/26/2020	Espo LLC	222.02	Processor for Vehicle #16-1	22002110-58900-02213/Misc Expenditures
Police	Police Outside Detail	Mary Morrissey	6/26/2020	Espo LLC	230.78	Motor and Fan for Vehicle #11-4	22002110-58900-02213/Misc Expenditures
Police	Police Outside Detail	Mary Morrissey	6/26/2020	Espo LLC	294.21	Auto Parts for Vehicle #14-1	22002110-58900-02213/Misc Expenditures
Police	Police Outside Detail	Mary Morrissey	6/26/2020	Admiral Fire & Safety	950.00	Headset	22002110-58900-02213/Misc Expenditures
Police	Police Outside Detail	Mary Morrissey	6/26/2020	Executive Distributors International	2,850.00	Riot Helmets and Shields	22002110-58900-02213/Misc Expenditures
Police	Police Outside Detail	Mary Morrissey	6/26/2020	Genuine Parts Company	77.94	Wiper Blades	22002110-58900-02213/Misc Expenditures

Police	Police Outside Detail	Mary Morrissey	6/26/2020	Genuine Parts Company	119.08	Evolution Blades	22002110-58900-02213/Misc Expenditures
Police	Police Outside Detail	Mary Morrissey	6/26/2020	Hanging by a Thread	977.50	Uniforms Invoice 20-394	22002110-58900-02213/Misc Expenditures
Police	Police Outside Detail	Mary Morrissey	6/26/2020	Hanging by a Thread	977.50	Uniforms Invoice 20-396	22002110-58900-02213/Misc Expenditures
Police	Police Outside Detail	Mary Morrissey	6/26/2020	Lee Dodge Chrysler Jeep	246.28	Vehicle Repairs	22002110-58900-02213/Misc Expenditures
Police	Police Outside Detail	Mary Morrissey	6/30/2020	WPSG INC. 610-85780	481.64	A/C Units for Ventilating Officers Bullet Proof Vests	22002110-58900-02213/Misc Expenditures
Police	Police Outside Detail	Mary Morrissey	6/30/2020	SUREFIRE LLC 714-545-9	239.20	Officer Flashlights	22002110-58900-02213/Misc Expenditures
Police	Police Outside Detail	Mary Morrissey	6/30/2020	Kerry E Kimball Ed.D.	1,100.00	Emergency Services Unit Psychological Screening	22002110-58900-02213/Misc Expenditures
Police	Police Outside Detail	Mary Morrissey	6/30/2020	Espo LLC	483.07	Door Panel for Vehicle #14-1	22002110-58900-02213/Misc Expenditures
Police	Police Outside Detail	Mary Morrissey	6/30/2020	Espo LLC	319.72	Brake pads and Rotor Assembly	22002110-58900-02213/Misc Expenditures
Police	Police Outside Detail	Mary Morrissey	6/30/2020	Espo LLC	74.14	Retainer and Bolt for Vehicle #14-1	22002110-58900-02213/Misc Expenditures
Police	Police Outside Detail	Mary Morrissey	6/30/2020	Kevin Russell & Associates LLC	150.95	Charge Guard Universal Control Module	22002110-58900-02213/Misc Expenditures
Police	Police Outside Detail	Mary Morrissey	6/30/2020	Cumberland Salvage Inc	150.00	Radio Audio	22002110-58900-02213/Misc Expenditures
Police	Police Outside Detail	Mary Morrissey	6/30/2020	Elliot Auto Supply Co Inc	292.40	Wiper Blades	22002110-58900-02213/Misc Expenditures
Police	Police Outside Detail	Mary Morrissey	6/30/2020	Elliot Auto Supply Co Inc	37.60	Wiper blades	22002110-58900-02213/Misc Expenditures
Police	Police Outside Detail	Mary Morrissey	6/30/2020	Hanging by a Thread	882.00	Low Profile Wool Flex Fit Hats for Patrol	22002110-58900-02213/Misc Expenditures
Police	Police Outside Detail	Mary Morrissey	6/30/2020	Rowe Ford Sales Inc	198.31	Repairs to Vehicle #15-4	22002110-58900-02213/Misc Expenditures
Police	Police Outside Detail	Mary Morrissey	6/30/2020	B & B Towing	95.00	Towing Services for Vehicle #14-3	22002110-58900-02213/Misc Expenditures
Police	Police Eleanor Saunders Trust	Mary Morrissey	5/4/2020	4Imprint	308.71	Imprinted Paper Bags with Logo's for Public Safety Events	21002110-59000-02126/Other Items
Police	State Police Forfeiture	Mary Morrissey	4/3/2020	Windham Weaponry Inc.	800.00	Rifle	21002110-58900-02113/Forfeiture Expenses
Police	State Police Forfeiture	Mary Morrissey	6/4/2020	HC Warehouse Buckstaff	200.97	Ripp Restraints High Security Transport	21002110-58900-02113/Forfeiture Expenses
Police	WRLP	Mary Morrissey	4/6/2020	City of Portland	3.50	Parking Fee	22002110-59000-02214/Other Items
Police	WRLP	Mary Morrissey	4/6/2020	Subway Westbrook	56.99	Lunch Meeting	22002110-59000-02214/Other Items
Police	WRLP	Mary Morrissey	4/6/2020	Subway Catering	61.55	Lunch Meeting	22002110-59000-02214/Other Items
Police	WRLP	Mary Morrissey	4/17/2020	Immersion Recovery Center LLC	1,200.00	Partial Hospitalization Services for Client	22002110-59000-02214/Other Items
Police	WRLP	Mary Morrissey	4/23/2020	Danielle Rideout	50.00	EE Reimbursement for State License	22002110-59000-02214/Other Items
Police	WRLP	Mary Morrissey	5/1/2020	Teresa Valliere LCSW LADC, CCS	100.00	Supervision Services 4/6/20	22002110-59000-02214/Other Items
Police	WRLP	Mary Morrissey	5/4/2020	Microtel Inn Windham ME	138.00	Motel for Client	22002110-59000-02214/Other Items
Police	WRLP	Mary Morrissey	5/4/2020	Immersion Recovery Center LLC	618.00	Recovery Center for Client	22002110-59000-02214/Other Items
Police	WRLP	Mary Morrissey	5/8/2020	Teresa Valliere LCSW LADC, CCS	100.00	Supervision Services 5/4/20	22002110-59000-02214/Other Items
Police	WRLP	Mary Morrissey	6/5/2020	Teresa Valliere LCSW LADC, CCS	100.00	Supervision Services 6/1/20	22002110-59000-02214/Other Items
Police	WRLP	Mary Morrissey	6/30/2020	Hannaford Westbrook	250.00	WRLP Gift Cards for Clients	22002110-59000-02214/Other Items
Public Services	Tri-City Trees	Doug Eaton	6/5/2020	R J Grondin & Sons	287.00	Fill	22003100-58900-G1803/Misc Expenditures
Public Services	Tri-City Trees	Doug Eaton	6/12/2020	Shaw Brothers	290.50	Compost	22003100-58900-G1803/Misc Expenditures
				Grand Total - Unappropriated Funds Expended	**29,113.39**		

CITY OF WESTBROOK, MAINE

IN CITY COUNCIL

Date: October 5, 2020

Order: 2020-117

AUTHORIZING ACCEPTANCE OF DONATION FROM CORNELIA WARREN COMMUNITY ASSOCIATION FOR REDEVELOPMENT OF WESTBROOK COMMON

That the Westbrook City Council hereby authorizes the acceptance of a $300,000 donation from the Cornelia Warren Community Association to be applied toward the redevelopment of Westbrook Common.

Funds to be deposited into revenue line 22001000-46400-G2003

First and Final Reading: October 5, 2020

Attest:

City Clerk

Mayor

CITY OF WESTBROOK, MAINE

2 York Street, Westbrook, ME 04092

REQUEST FOR COUNCIL ACTION

Requests are due to the City Clerk two Fridays prior to a Council meeting. If expenditure/acceptance of funds is involved, Finance Department approval is required prior to submission.

PROPOSED TITLE: Authorizing Acceptance of Cornelia Warren Foundation Donation for Westbrook Common Redevelopment

REQUESTED BY: Daniel Stevenson, Economic Development Director

DATE: 09/25/2020

SUMMARY:

This is a request to accept a $300,000 donation from the Cornelia Warren Community Association to be applied toward the redevelopment of Westbrook Common.

The City of Westbrook is committed to investing in our downtown and partnering with our local businesses and strategic partners to create and sustain a healthy, vibrant community. Westbrook Common is one of our most visible Main Street civic spaces strategically located in our Downtown Heart adjacent to commercial buildings with many facing storefronts. It is the intersection of downtown connectivity where people can walk from the Presumpscot River and Main Street to William Clarke Drive and cross-connect from the Church Street parking lots to the Mechanic Street lot. This critical redevelopment investment and activation of Westbrook Common will strengthen community connectivity and vibrancy, make the downtown more destination-oriented and serve as a stimulus for continued private sector investment. In 2019, the City of Westbrook sought proposals from qualified design professionals to complete the design and engineering services, and provide bid-ready construction documents for the revitalization of Westbrook Common. Milone & MacBroom were selected and have completed that process. The next step is to go out to bid for construction work associated with Westbrook Common based off the construction documents Milone & MacBroom have completed. Funding provided to date includes the $300,000 donation and $400,000 from the Westbrook Environmental Improvement Corporation.

The expenditure authorization will coincide with the award of bid.

BUDGET LINES AFFECTED (IF APPLICABLE):

Revenue line 22001000-46400-G2003 BMC

CITY OF WESTBROOK, MAINE

IN CITY COUNCIL

Date: October 5, 2020

Order: 2020-118

CONFIRMING EMERGENCY EXPENDITURES & ACCEPTANCE OF FUNDS

That the Westbrook City Council hereby confirms the emergency expenditures and acceptance of funds outlined in the attached exhibit, made under the emergency provisions of § 2-208 of the Code of the City of Westbrook, authorized by the Mayor due to the COVID-19 Pandemic State of Emergency.

First and Final Reading: October 5, 2020

Attest:

City Clerk

Mayor

TO: **Michael Foley, Mayor**
Jerre Bryant, City Administrator
Westbrook City Council

FROM: **Steve Sloan, Deputy Fire Chief**
DATE: **September 10, 2020**

RE: **FEMA Public Assistance Reimbursement**

Over the last several months, city department have incurred significant costs as we work to respond and recover from the COVID-19 pandemic. The Fire Department administration has aggressively sought and received several grants and other outside funding sources to help offset the mounting expenditures related to COVID-19. These grants and outside funding sources have covered over $100,000 in equipment and expenses that the city would have otherwise had to cover. Expenses not covered under these grants are being submitted through the Federal Emergency Management Agency's (FEMA) Public Assistance Program.

The FEMA PA program is designed to provide a mechanism for municipal government to recuperate costs that are directly related to the COVID-19 pandemic. The initial guidance outlined in the initial FEMA PA Fact Sheet stated that all pandemic expenses would be covered, however, the guidance has now been changed, to only include expenses and personnel cost incurred by the City's emergency services. Expenses incurred by the other City department would need to come from the operational budgets.

To date, the City has incurred a total of $23,653.44 in expenses that are not covered under the FEMA PA program. These costs have been charged to Human Resource account 10001550-52900.

At present and until December 31, 2020, eligible expenses will be reimbursed at 100%. We are keeping a very close eye on the FEMA guidance because we anticipate changes specific to what items are considered eligible expenses and we also expect that reimbursement at the federal and state level will go back to 75% and 15% respectively which means that we would be obligated to cover the 10% local match.

Our first reimbursement request will include cost of materials and additional staffing for the period of March 1- September 1, 2020. The first reimbursement request will include material expenses of $61,296.55 and labor expenses of $106,269.42, for a total anticipated reimbursement of $167,565.97.

Reimbursement Eligible Items

EFF DATE	SRC	REF1	AMOUNT	VDR NAME/ITEM DESC	COMMENTS
06/04/2020	GNI	Apr20'	394.21	AMAZON.COM*558HD5IX3	AMAZON.COM*558HD5IX3
06/04/2020	GNI	Apr20'	279.58	AMZN MKTP US*322MV9EE3	AMZN MKTP US*322MV9EE3
05/04/2020	GNI	Mar20'	657.00	AMZN MKTP US*8048X9AZ3	AMZN MKTP US*8048X9AZ3
05/04/2020	GNI	Mar20'	202.50	AMZN MKTP US*AG99Q2TD3	AMZN MKTP US*AG99Q2TD3
05/04/2020	GNI	Mar20'	489.09	AMZN MKTP US*I92UV5ZR3	AMZN MKTP US*I92UV5ZR3
04/06/2020	GNI	Feb20'	799.85	AMZN MKTP US*IS9KU1NI3	AMZN MKTP US*IS9KU1NI3
05/04/2020	GNI	Mar20'	92.63	AMZN MKTP US*KY9N39NI3	AMZN MKTP US*KY9N39NI3
05/04/2020	GNI	Mar20'	689.40	AMZN MKTP US*MC4XC8VN3	AMZN MKTP US*MC4XC8VN3
05/04/2020	GNI	Mar20'	35.03	AMZN MKTP US*MP8YI1UF0	AMZN MKTP US*MP8YI1UF0
05/04/2020	GNI	Mar20'	22.50	AMZN MKTP US*VK3FB9F33	AMZN MKTP US*VK3FB9F33
06/04/2020	GNI	Apr20'	252.00	AMZN MKTP US*VZ2GG6SB3	AMZN MKTP US*VZ2GG6SB3
05/04/2020	GNI	Mar20'	237.46	DIRECT TEXTILE SUPPLY	DIRECT TEXTILE SUPPLY
05/04/2020	GNI	Mar20'	657.86	DIRECT TEXTILE SUPPLY	DIRECT TEXTILE SUPPLY
06/30/2020	GNI	May20'	105.00	EBAY - BEACONNW	EBAY - BEACONNW
06/30/2020	GNI	May20'	429.96	EBAY - MVPDENTALSUPPLY	EBAY - MVPDENTALSUPPLY
05/04/2020	GNI	Mar20'	46.63	EBAY *BLACKHAWKSA	EBAY *BLACKHAWKSA
05/04/2020	GNI	Mar20'	253.14	EBAY *CHINATERA	EBAY *CHINATERA
05/04/2020	GNI	Mar20'	398.72	EBAY *GAOLUOCHUAN	EBAY *GAOLUOCHUAN
05/04/2020	GNI	Mar20'	723.20	EBAY *HEBBARN482	EBAY *HEBBARN482
05/04/2020	GNI	Mar20'	225.98	EBAY *MVPDENTAL	EBAY *MVPDENTAL
05/04/2020	GNI	Mar20'	224.59	EBAY *RADWELLINTE	EBAY *RADWELLINTE
05/04/2020	GNI	Mar20'	104.97	EBAY *SHILEI	EBAY *SHILEI
05/04/2020	GNI	Mar20'	303.80	EBAY *SWAQINTERNA	EBAY *SWAQINTERNA
05/04/2020	GNI	Mar20'	734.99	EBAY *SWAQINTERNA	EBAY *SWAQINTERNA
06/30/2020	GNI	Jun20'	239.80	EBAY *VGEUROPEANA	EBAY *VGEUROPEANA
06/04/2020	GNI	Apr20'	148.98	FLOKEL EBAY FL	FLOKEL EBAY FL
05/04/2020	GNI	Mar20'	91.92	LOWES PORTLAND ME	LOWES PORTLAND ME
06/30/2020	GNI	May20'	1,697.00	MATTRESS FIRM	MATTRESS FIRM
06/30/2020	GNI	Jun20'	459.48	OCEAN STATE FALMOUTH ME	OCEAN STATE FALMOUTH ME
06/30/2020	GNI	Jun20'	449.40	SAMS CLUB SCARBOROUGH ME	SAMS CLUB SCARBOROUGH ME

06/04/2020	GNI	Apr20'	121.80	SAMS CLUB SCARBOROUGH ME	SAMS CLUB SCARBOROUGH ME
06/04/2020	GNI	Apr20'	269.40	SAMS CLUB SCARBOROUGH ME	SAMS CLUB SCARBOROUGH ME
05/04/2020	GNI	Mar20'	137.30	SAMS CLUB SCARBOROUGH ME	SAMS CLUB SCARBOROUGH ME
05/04/2020	GNI	Mar20'	6.98	SHAWS WESTBROOK ME	SHAWS WESTBROOK ME
05/04/2020	GNI	Mar20'	33.90	THE HOME DEPOT PORTLAND ME	THE HOME DEPOT PORTLAND ME
05/07/2020	PRH	050720	65.80	WARR= 1 RUN= T	WARR= 1 RUN= T
04/09/2020	PRH	040920	23.91	WARR= 1 RUN= T	WARR= 1 RUN= T
06/30/2020	API	002125	320.00	AeroClave LLC	DISINFECTANT SOLUTION & SHIPPI
05/08/2020	API	000520	849.50	American Roots Wear	FACE MASKS
04/24/2020	API	000520	2,400.00	American Roots Wear	FLOWFOLD FACE SHIELD (300)
06/30/2020	API	000096	135.00	Bergeron Protective Clothing LLC	ACCT 4701 - HAND SANITIZER
06/12/2020	API	000096	80.00	Bergeron Protective Clothing LLC	ACCT 4701 - PATRIOT CHEMICAL S
05/08/2020	API	000120	87.90	Bound Tree Medical LLC	ACCT 112359 - BVM DISPOSABLE
04/10/2020	API	000120	88.50	Bound Tree Medical LLC	ACCT 112359 - BVM DISPOSABLE
03/20/2020	APM	000120	128.28	Bound Tree Medical LLC	ACCT 112359 - CAVICIDE DISINFE
06/12/2020	API	000120	109.56	Bound Tree Medical LLC	ACCT 112359 - CAVIWIPES DISINF
06/05/2020	API	000120	109.56	Bound Tree Medical LLC	ACCT 112359 - CAVIWIPES DISINF
04/10/2020	API	000120	219.28	Bound Tree Medical LLC	ACCT 112359 - CAVIWIPES DISINF
05/01/2020	API	000120	75.94	Bound Tree Medical LLC	ACCT 112359 - CURAPLEX EMESIS
05/08/2020	API	000120	46.58	Bound Tree Medical LLC	ACCT 112359 - FIT TEST SOLUTIO
04/17/2020	API	000120	54.08	Bound Tree Medical LLC	ACCT 112359 - FIT TEST SOLUTIO
03/27/2020	API	000120	313.42	Bound Tree Medical LLC	ACCT 112359 - MEDICAL SUPPLIES
05/29/2020	API	000120	282.90	Bound Tree Medical LLC	ACCT 112359 - NITRILE GLOVES
05/29/2020	API	000120	28.29	Bound Tree Medical LLC	ACCT 112359 - NITRILE GLOVES
05/22/2020	API	000120	433.79	Bound Tree Medical LLC	ACCT 112359 - NITRILE GLOVES
05/15/2020	API	000120	50.00	Bound Tree Medical LLC	ACCT 112359 - NITRILE GLOVES
05/08/2020	API	000120	107.90	Bound Tree Medical LLC	ACCT 112359 - NITRILE GLOVES
05/01/2020	API	000120	275.60	Bound Tree Medical LLC	ACCT 112359 - NITRILE GLOVES
04/17/2020	API	000120	275.60	Bound Tree Medical LLC	ACCT 112359 - NITRILE GLOVES
04/10/2020	API	000120	413.40	Bound Tree Medical LLC	ACCT 112359 - NITRILE GLOVES
03/20/2020	APM	000120	326.44	Bound Tree Medical LLC	ACCT 112359 - NITRILE GLOVES
03/20/2020	APM	000120	272.55	Bound Tree Medical LLC	ACCT 112359 - PROBE COVERS & C
04/17/2020	API	000120	189.90	Bound Tree Medical LLC	ACCT 112359 - THERMOMETER PROB
04/10/2020	API	000120	145.90	Bound Tree Medical LLC	ACCT 112359 - THERMOMETERS (10

05/22/2020	API	000120	467.96	Bound Tree Medical LLC	ACCT 112359 - THERMOMOETERS (4
03/20/2020	APM	000120	119.64	Bound Tree Medical LLC	ACCT 122359 - CAVIWIPES DISINF
05/08/2020	API	000154	656.00	Clean-O-Rama Inc	ACCT 9105W - STORM 2 PRO DUAL
04/17/2020	API	000841	5,200.00	CML Services Inc	PROFESSIONAL CLEANING SERVICES
05/22/2020	API	001464	143.80	Dash Medical Gloves Inc	CUST 100762 - NITRILE GLOVES
05/08/2020	API	001464	143.80	Dash Medical Gloves Inc	CUST 100762 - NITRILE GLOVES
05/01/2020	API	001464	143.80	Dash Medical Gloves Inc	CUST 100762 - NITRILE GLOVES
04/10/2020	API	001464	503.30	Dash Medical Gloves Inc	CUST 100762 - NITRILE GLOVES
04/10/2020	API	001464	71.90	Dash Medical Gloves Inc	CUST 100762 - NITRILE GLOVES
04/17/2020	API	000874	28.48	DTL Inc	CUST 15551 - PADLOCK & TRASH C
04/17/2020	API	000874	6.00	DTL Inc	CUST 15551 - TRASH CAN
05/01/2020	API	000290	2,626.50	Finger Lakes Chemicals Inc	ACCT 323005 - NITRILE GLOVES
04/17/2020	APM	000393	27.24	Home Depot USA Inc	ACCT 614650 - CLOROX BLEACH
05/01/2020	APM	000393	817.04	Home Depot USA Inc	ACCT 614650 - FOAM SANITIZER
05/08/2020	API	000393	291.80	Home Depot USA Inc	ACCT 614650 - FOAM SANITIZER
04/10/2020	API	000393	233.44	Home Depot USA Inc	ACCT 614650 - FOAM SANITIZER
06/30/2020	APM	000393	167.99	Home Depot USA Inc	ACCT 614650 - HAND SANITIZER
06/26/2020	APM	000393	91.79	Home Depot USA Inc	ACCT 614650 - HAND SANITIZER
04/17/2020	APM	000393	158.76	Home Depot USA Inc	ACCT 614650 - LYSOL DISINFECTA
05/15/2020	API	000411	440.00	Industrial Protection Services LLC	CUST 90776 - ADAPTERS
05/01/2020	API	000411	750.00	Industrial Protection Services LLC	CUST 90776 - RESPIRATOR CARTRI
06/30/2020	API	002138	672.00	Insurcomm Inc	WORK COMPLETED AS PER PROPOSAL
04/17/2020	API	002135	1,248.00	Laura M Rendell	AMBULANCE SEAT COVERS
05/01/2020	API	002157	499.99	Portland Paper Products	CUST 0004980 - FACE MASKS
06/30/2020	API	002157	793.98	Portland Paper Products	CUST 0004980 - PROTECTIVE ISOL
05/01/2020	API	002156	151.48	The Tranzonic Companies	CUST 0000185081 - PROWORKS COM
05/29/2020	API	001006	959.20	W B Mason Co Inc	CUST 1096848 - HAND SANITIZER
06/30/2020	API	001006	40.69	W B Mason Co Inc	CUST C1096848 - CLOROX WIPES
04/10/2020	API	001006	327.81	W B Mason Co Inc	CUST C1096848 - FOAM SANITIZER
04/10/2020	API	001006	46.83	W B Mason Co Inc	CUST C1096848 - FOAM SANITIZER
05/15/2020	API	001006	374.64	W B Mason Co Inc	CUST C1096848 - FOAMING SANITI
04/17/2020	API	001006	70.00	W B Mason Co Inc	CUST C1096848 - SOAP DISPENSER
04/10/2020	API	001006	90.00	W B Mason Co Inc	CUST C1096848 - SOAP DISPENSER
04/10/2020	API	001006	330.00	W B Mason Co Inc	CUST C1096848 - SOAP DISPENSER

09/11/2020	API	411	573.96	Industrial Protection Services LLC	CUST 90776 - AURA RESPIRATOR N
08/28/2020	API	000120	290.70	Bound Tree Medical LLC	ACCT 112359 - NITRILE GLOVES
08/28/2020	API	000120	290.70	Bound Tree Medical LLC	ACCT 112359 - NITRILE GLOVES
08/14/2020	API	000120	110.50	Bound Tree Medical LLC	ACCT 112359 - NITRILE GLOVES
08/14/2020	API	000120	157.45	Bound Tree Medical LLC	ACCT 112359 - ISOLATION GOWNS
08/14/2020	API	001276	152.64	Stryker Sales Corporation	ACCT 1245062 - DISINFECTING WI
08/04/2020	GNI	Jul20'	284.62	SAMS CLUB SCARBOROUGH ME	SAMS CLUB SCARBOROUGH ME
08/07/2020	API	001048	100.00	Xtreme Screen & Sportswear LLC	EMBROIDERY SERVICE
07/31/2020	API	000411	550.00	Industrial Protection Services LLC	CUST 90776 - ADAPTERS
07/10/2020	API	002125	15,423.00	AeroClave LLC	AEROCLAVE ROOM DECONTAMINATION
09/11/2020	API	000120	18.86	Bound Tree Medical LLC	ACCT 112359 - NITRILE GLOVES
8/31/2020			330.33	SAMS CLUB SCARBOROUGH ME	Disinfectant Wipes
8/8/2020			635.78	Direct Textile	reuseable Gowns
3/27/2020			33.90	BSB Home Depot	Disinfectant wipes
7/23/2020			646.56	BSB Sams Club	Disinfectant Wipes
7/23/2020			16.99	BSB Amazon (Marys Card)	COVID Signs
7/23/2020			26.99	BSB Amazon (Marys Card)	Mask Holder
9/1/2020			374.64	WB Mason	Foaming Hand Sanitizerr
8/25/2020			2,659.44	Amazon	10,000 Disposable Masks
Reimbursement Total			**61,296.55**		

Purchases Not Eligible for Reimbursement

ACCOUNT	EFF DATE	AMOUNT	VDR NAME/ITEM DESC	COMMENTS
10001550-52900	03/04/2020	529.00	AMZN MKTP US*TF9361CZ3	AMZN MKTP US*TF9361CZ3
10001550-52900	03/27/2020	25.47	W B Mason Co Inc	CUST C1096848 - NITRILE GLOVES
10001550-52900	04/03/2020	2.99	W B Mason Co Inc	CUST C1096848 - EXAM GLOVES
10001550-52900	04/24/2020	7,800.00	GovConnection Inc	ACCT 1903833 - LAPTOP COMPUTER
10001550-52900	05/01/2020	242.50	Clean-O-Rama Inc	ACCT 9105W - STORM 2 PRO DUAL
10001550-52900	05/01/2020	168.00	Finger Lakes Chemicals Inc	ACCT 323005 - DISINFECTANT
10001550-52900	05/08/2020	63.48	Home Depot USA Inc	ACCT 6035-3225-0124-3723
10001550-52900	05/08/2020	51.59	Home Depot USA Inc	ACCT 6035-3225-0124-3723
10001550-52900	05/15/2020	4,768.00	DSCI LLC	ACCT 1137780
10001550-52900	05/29/2020	314.97	W B Mason Co Inc	CUST C1096848 - FACE MASKS
10001550-52900	05/29/2020	104.99	W B Mason Co Inc	CUST C1096848 - FACE MASKS
10001550-52900	06/05/2020	365.20	Full Court Press Inc	ACCT 1527 - SOCIAL DISTANCING
10001550-52900	06/12/2020	124.68	W B Mason Co Inc	CUST C1096848 - EASELS FOR COV
10001550-52900	06/12/2020	475.22	Cintas Corporation #2	CUST 12094595 - NITRILE GLOVES
10001550-52900	06/19/2020	183.25	Full Court Press Inc	ACCT 1527 - SOCIAL DISTANCING
10001550-52900	06/19/2020	511.25	Cintas Corporation #2	CUST 12094595 - THERMOMETERS
10001550-52900	06/26/2020	116.61	Cintas Corporation #2	CUST 12094595 - THERMOMETERS
10001550-52900	06/30/2020	126.04	ZOOM.US	ZOOM.US
10001550-52900	06/30/2020	145.38	ZOOM.US	ZOOM.US
10001550-52900	06/30/2020	387.95	ZOOM.US	ZOOM.US
10001550-52900	06/30/2020	34.84	ZOOM.US	ZOOM.US
10001550-52900	06/30/2020	29.98	ZOOM.US	ZOOM.US
10001550-52900	06/30/2020	434.24	WALMART SCARBOROUGH ME	WALMART SCARBOROUGH ME
10001550-52900	06/30/2020	436.00	THE HOME DEPOT PORTLAND ME	THE HOME DEPOT PORTLAND ME
10001550-52900	06/30/2020	149.97	AMZN MKTP US*DI3YX7CJ3	AMZN MKTP US*DI3YX7CJ3
10001550-52900	06/30/2020	211.95	AMZN MKTP US*0O1T34L33	AMZN MKTP US*0O1T34L33
10001550-52900	06/30/2020	23.93	AMZN MKTP US*MY4FO5JW1	AMZN MKTP US*MY4FO5JW1
10001550-52900	06/30/2020	59.98	AMZN MKTP US*M72RR4WO0	AMZN MKTP US*M72RR4WO0
10001550-52900	06/30/2020	220.00	VOSS SIGNS	VOSS SIGNS
10001550-52900	06/30/2020	684.50	AMZN MKTP US*M788V4NS0	AMZN MKTP US*M788V4NS0
10001550-52900	06/30/2020	1,290.00	ATLANTIC SPORTSWEAR	ATLANTIC SPORTSWEAR

10001550-52900	06/30/2020	1,777.68	INCLUSION SOLUTIONS	INCLUSION SOLUTIONS
10001550-52900	06/30/2020	41.99	Staples Inc	ACCT 430164 - HAND SANITIZER
10001550-52900	06/30/2020	41.99	Staples Inc	ACCT 430164 - HAND SANITIZER
10001550-52900	06/30/2020	267.00	Finger Lakes Chemicals Inc	ACCT 323005 - DISINFECTANT
	6/4/2020	1,442.82	BSB Lowes	Acrylic-city hall
Total Expenses		**23,653.44**		

CITY OF WESTBROOK, MAINE

IN CITY COUNCIL

Date: October 5, 2020

Order: 2020-119

AUTHORIZING PURCHASE & SALE AGREEMENT FOR 850 MAIN STREET

That the Westbrook City Council hereby authorizes the Mayor, or his designee, to enter into the attached Purchase & Sale Agreement with A.W.D. Management of Westbrook, Maine for the City's purchase of a portion of 850 Main Street at a total purchase price of $50,000 for the redevelopment of Westbrook Common.

Funds available in budget line 22001000-58900-G2003

First Reading: October 5, 2020 Second and Final Reading:

Attest:

City Clerk Mayor

CITY OF WESTBROOK, MAINE

2 York Street, Westbrook, ME 04092

REQUEST FOR COUNCIL ACTION

*Requests are due to the City Clerk two Fridays prior to a Council meeting. If expenditure/acceptance of funds is involved, Finance Department approval is required **prior** to submission.*

PROPOSED TITLE: Authorizing Purchase and Sales Agreeement on Main Street

REQUESTED BY: Daniel Stevenson

DATE: 09/25/2020

SUMMARY:

The Administration requests the authorization for the purchase of a portion of 850 Main Street for A.W.D Management of Westbrook, Maine. This purchase is necessary for the reconstruction of Westbrook Common.

Westbrook Common is one of the most visible and potentially functional pieces of public property centrally located in our downtown core. The space currently is blighted, underutilized and in need of redesign involving complete demolition and reconstruction to revitalize the Common. Westbrook Common is a pivotal pedestrian access between William Clarke Drive and Main Street and provides connectivity to Church Street and Mechanic Street parking lots. Its location is central to the heart of the downtown, provides a link for residents of adjacent neighborhoods and, when reconstructed and activated, will act as a downtown destination space for residents and visitors to our community.

BUDGET LINES AFFECTED (IF APPLICABLE):

22001000-58900-G2003 OK SM

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT made and entered into this ___ day of _____, 2020 (the "Effective Date"), by and between the **CITY OF WESTBROOK**, a Maine municipal body corporate and politic with a mailing address of 2 York Street, Westbrook, Maine 04092 (the "City"), and **A.W.D. MANAGEMENT**, a Maine partnership with a mailing address of c/o Surplex Underwriters, Inc., P.O. Box 105, Westbrook, Maine 04098 ("Seller").

NOW, THEREFORE, in consideration of One Dollar and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, and the mutual covenants contained herein, the parties agree as follows:

1. PURCHASE AND SALE. Seller agrees to sell to City, and City agrees to buy from Seller, on the terms and conditions hereinafter set forth, all of Seller's right, title and interest in and to a certain parcel of land, together with the improvements located thereon, situated on Main Street in the City of Westbrook, County of Cumberland, and State of Maine, being a portion of the premises described in a deed recorded in the Cumberland County Registry of Deeds in Book 11775, Page 127, a portion of Tax Map 32, Lot 7, and being generally depicted as the yellow highlighted area on the plan attached hereto as Exhibit A (the "Land"), reserving, however, to Seller a negative covenant pursuant to which the City is prohibited from placing any temporary or permanently affixed furniture within a strip of land extending five feet (5') from the westerly side of Seller's building, and running the entirety of the length thereof, except without the prior written consent of the Seller (the "Negative Easement"), and together with a perpetual easement to install lighting, with all necessary cabling and appurtenances, and the right to maintain, repair and replace the same, in two locations located on the exterior of the Seller's building located on the remainder of the Seller's property described in a deed recorded in the Cumberland County Registry of Deeds in Book 11775, Page 127, the general locations of which are depicted in pink on the layout plan attached hereto as Exhibit B, and for which the Seller agrees to not place any furniture, fixed or moveable, within five (5') feet of such easement areas, except without the prior written consent of the Seller (the "Lighting Easements," and together with the Land, which is subject to the Negative Easement, being collectively the "Property").

2. PURCHASE PRICE. Subject to any adjustments and prorations hereinafter described, the purchase price for the Property shall be Fifty Thousand and 00/100 Dollars ($50,000.00). The Purchase Price shall be adjusted as provided in Paragraph 6, and payable in cash, by wire transfer or by other good funds at Closing.

3. CITY'S CONTINGENCIES. The obligations of City hereunder are conditioned upon each of the following, any of which may be waived by City in whole or in part:

i. Approval of the Westbrook City Council. This Agreement is contingent upon approval by the Westbrook City Council on or before _____, 2020. City, its agent or representative, shall notify Seller by telephone by 5 p.m. on the day following the date of said Westbrook City Council approval. If the Westbrook City Council fails to approve this Agreement then each and every obligation of the parties under this Agreement shall thereupon terminate.

ii. Title to Property. City's approval within fifteen (15) days from the completion of the Survey contingency set forth in subparagraph c. of this Paragraph 3, of a commitment of title insurance issued by Jensen Baird Gardner & Henry ("JBGH") as agent for a title insurance company of City (or JBGH's) choosing, with liability in the amount of the Purchase Price, showing title to the Property to be vested in City, subject only to those exceptions approved by City. Seller agrees to convey good and marketable title to the Property to City at Closing free and clear of all liens and encumbrances, excluding current real property taxes, items approved by City, and subject to such exceptions do not materially impair the use and enjoyment of the Property as now carried on and utility easements which service the Property.

In the event that Seller, on the Closing date, cannot deliver title in such condition, the Closing date shall be postponed for a period of thirty (30) days and Seller shall seek in good faith with due diligence to cure such exceptions. If such defect is not removed by Seller during such period despite such efforts, City may either (a) terminate this Agreement, in which case all parties hereto shall be released from their obligations hereunder; or (b) consummate the purchase of the Property in accordance with this Agreement, with no reduction in the Purchase Price.

iii. Survey. City obtaining, at City's sole cost and expense, a survey and metes and bounds description of the Property, prepared by a surveyor of the City's choosing, to Seller and City's mutual satisfaction, within sixty (60) days prior to the date of the Closing. The parties agree that the survey shall be in recordable format and shall be recorded in connection with the Closing.

iv. Inspections. City and its agents and representatives shall have the right, after City's execution of this Agreement, at reasonable times to enter upon the Property for the purposes of making any and all physical inspections and tests as City deems appropriate.

v. Seller's Representations and Warranties. Seller's representations and warranties set forth in Paragraph 10 below shall be true and correct as of Closing.

All conditions to the Closing or to City's obligations under this Agreement are for City's benefit only and City may waive all or any part of such rights by written notice to Seller. If City shall, within the applicable periods set forth herein, disapprove of any of the items that are subject to City's approval, or if any of the conditions set forth in this Agreement are not met within the times called for, City may thereafter terminate this Agreement without any further liability on the part of City by giving written notice of termination to Seller. If City does not give written notice of disapproval to the Seller of any item listed in this Paragraph 3 within the time provided, such failure to give notice shall be deemed City's approval of the item.

4. ACCESS TO PREMISES. Seller hereby agrees that City, its agents and subcontractors, may enter upon the Property, at reasonable times, with all necessary equipment for all purposes reasonably associated with the purchase of the Property, including, without

limitation, conducting City's due diligence investigation of the Property and Seller shall cooperate with City in connection with permitting such access. All surveys, inspections or tests conducted on behalf of City shall remain the property of City; except, that, if City terminates the Agreement, for any reason, City shall turn over the results of any surveys, inspections and tests to Seller.

5. TITLE AND CONDITION OF PREMISES. Seller shall convey the Land (in fee simple), subject to the Negative Easement, and together with Lighting Easements (by easement) to City at the Closing (as defined below) by Warranty Deed with good marketable title, free of clear of all liens, encumbrances, restrictions and mortgages. Full possession of the Premises free of all tenants and occupants shall be delivered to City at Closing. In the event that Seller is unable to convey title and the Premises as aforesaid, Seller shall be given a reasonable period of time, not to exceed thirty (30) days, after receipt of notice of any such defects from City, to remedy any title defects from City, to remedy any title defects. Seller agrees to use good faith efforts to cure any such title defects. In the event that Seller is unable to cure such title defect, City may terminate this Agreement, in which case it will be entitled to a refund of the Deposit, or elect to close without any adjustment in the Purchase Price notwithstanding such title defects as may exist.

6. CLOSING. The closing of the transaction contemplated hereby (the "Closing") shall take place at the office of the City's counsel, Jensen Baird Gardner & Henry, Ten Free Street 4th Floor, Portland, Maine, or at such other place as the City and Seller may mutually agree, on or before _____, 2020, or such other date and time as the City and Seller may mutually agree. Documents to be provided by Seller to City at the Closing shall include the Deed and such other documents as the City's lender and the title company insuring the title may reasonably request, including, without limitation, a Mechanic's Lien and Persons in Possession Affidavit, a Maine Residency Affidavit, an Affidavit of Non-Foreign Status, an Underground Storage Tank Affidavit, a 1099s, a W-9, a settlement statement, and such other documents as may reasonably be required by the closing agent. It is agreed that time is of the essence with respect to all of the terms and conditions of this Agreement.

7. ADJUSTMENTS, PRORATIONS AND CLOSING COSTS.

(i) Current real estate taxes and personal property taxes based on the municipality's fiscal year shall be prorated as of the date of Closing. Seller is responsible for paying any unpaid real estate and personal property taxes, including accrued interest, costs and fees, accrued prior to the Closing.

(ii) The Maine real estate transfer tax shall be paid by Seller and City in accordance with 36 M.R.S.A. 4641-A.

(iii) The recording fee for the deed of conveyance and any expenses related to any mortgage that City may grant to a lender in connection with the purchase of the Premises shall be paid for by the City.

7. BROKERAGE. Each of City and Seller represents and warrants to the other that they have not dealt with any real estate broker, agent or salesperson in connection with this

transaction. Seller and City agree to indemnify and hold the other harmless from any claim by any broker or agent claiming compensation in respect of this transaction, or alleging an agreement with Seller or City, as the case may be.

8. DEFAULT. In the event of default by City which is not cured upon ten (10) days written notice, and if Seller has fully performed Seller's obligations hereunder, Seller may terminate this Agreement. In the event of default by Seller which is not cured upon ten (10) days written notice, and if City has fully performed City's obligations hereunder, City may terminate this Agreement, or seek all legal and equitable remedies including specific performance.

9. DISPUTE RESOLUTION. In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement or the breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties which at the election of either party shall include non-binding mediation utilizing the American Arbitration Association's Commercial Mediation Procedures before resorting to arbitration, litigation, or some other dispute resolution procedure.

10. SELLER'S REPRESENTATIONS.

a. Seller represents to City, both as of the date hereof and as of the Closing, to the best of Seller's knowledge, that the Property does not include any underground oil tanks of any sort. Seller further represents to City that, to the best of Seller's knowledge, there is not now, nor will there be at Closing, any asbestos, lead paint or other hazardous toxic or other dangerous substances, material and/or waste in, on or under the Property in any state of quantities that constitute a violation of, or require reporting, licensing or other remedial or responsive actions under any law, rule, regulation, order or ordinance of any applicable authority, or that might pose a potential or actual threat to the public health, safety and welfare or to the environment.

   To the best of Seller's knowledge, no hazardous substance or toxic waste has been generated, treated, stored, used, disposed of or deposited in or on the Property including, without limitation, any underground tanks. To the best of Seller's knowledge, there is no hazardous substance, toxic waste or tank in or on the Property that may affect the Property or any use thereof or that may support a claim or cause of action under the common law or under any federal, state or local environmental statute, regulation, ordinance or other environmental regulatory requirement, nor has any action been instituted for enforcement of same.

b. Seller has delivered true, accurate and complete copies of all contracts, surveys, plans and specifications describing the Property and known by Seller to exist. No document supplied to City by Seller contains any untrue statement of material fact or fails to state any fact that would be necessary, considering the circumstances, to make the documents supplied not misleading.

c. At Closing, there will be no outstanding expenses not fully paid, except those expenses previously approved by the City in writing.

d. Seller has no knowledge of any pending or threatened claim or litigation against the Property and Seller has not received any notice from any governmental authority of defects in the Property or noncompliance with any applicable law, code or regulation.

11. RISK OF LOSS. Until delivery of the deed from Seller to City and except as otherwise provided herein, risk of loss or damage to the Premises by fire or otherwise shall be on Seller.

12. MISCELLANEOUS.

b. Effective Date. The effective date of this Agreement shall be the day upon which the Westbrook City Council approves this Agreement.

c. Notices. All notices, demand and other communications hereunder shall be in writing and sent by hand delivery, by certified or registered mail, or by Federal Express or equivalent overnight courier, addressed to other party at the address set forth above, or at such other address as the other party shall have provided notice of according to this provision. Any such notice shall be deemed to have been given upon the date of hand delivery, upon mailing or upon depositing the same with Federal Express or similar overnight courier.

d. Entire Agreement. This Agreement constitutes the entire agreement between Seller and City and there are no agreements or understandings between the parties except as set forth herein. Any and all prior and contemporaneous discussions, undertakings, agreements and understandings of the parties are merged in this Agreement.

e. Binding Effect. This Agreement will inure to the benefit of and bind the respective successors and assigns of Seller and City.

f Construction. As used in this Agreement, the singular number shall include the plural, the plural the singular, and the use of one gender shall be deemed applicable to all genders. This Agreement shall be governed by and construed in accordance with the laws of Maine. If any provisions of this Agreement is determined to be invalid or unenforceable, it shall not affect the validity or enforcement of the remaining provisions hereof. This instrument may be executed in counterparts and together such counterpart copies shall be construed as a legal contract.

g. Waiver. The waiver of any provision of this Agreement shall be invalid unless evidenced by a writing signed by the party to be charged with it. The waiver of, or failure to enforce, any provision of this Agreement shall not be a waiver of any further breach of such provision or of any other provision of this Agreement. The waiver by either or both parties of the time for performing an act shall not be a waiver of the time for performing any other act required under this Agreement.

h. Modifications. No change or addition to this Agreement or any part of it shall be valid unless in writing and signed by each of the parties.

i. Heirs, Successors and Assigns. This Agreement shall inure to the benefit of and be binding on the permitted heirs, successors and assigns of the respective parties.

j. Governing Law. This Agreement shall be governed by the laws of the State of Maine.

k. Headings. The headings in this Agreement are for convenience only and shall not be used to interpret this Agreement.

l. Further Acts. Each party agrees to take such further action and to execute and deliver such further documents as may be necessary to carry out the purposes of this Agreement.

m. Attorney Fees. Each party shall bear their own attorneys' fees incurred to enforce this Agreement or related to a breach of this Agreement by the other party unless otherwise ordered by a court of competent jurisdiction.

n. Time. Time is of the essence of this Agreement.

o. Faxed or Electronic Signatures. The parties agree that faxed or electronic signatures may be used to expedite the transaction contemplated by this agreement. Each party intends to be bound by its faxed or electronic signature and each is aware that the other will rely on the faxed or electronic signature and each acknowledges such reliance and waives any defenses to the enforcement of the documents effecting the transaction contemplated by this Agreement based on a faxed or electronic signature.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto, hereunto duly authorized, have executed and delivered this Agreement as of the day and year first above written.

WITNESS:

SELLER:
A.W.D. MANAGEMENT,

By: Wayne Pratt
Wayne Pratt, partner

By: Lois A Pratt
Lois Pratt, partner

By: Douglas J Pratt
Doug Pratt, partner

WITNESS:

CITY:
CITY OF WESTBROOK

By:
Jerre Bryant
Title: City Administrator

EXHIBIT A

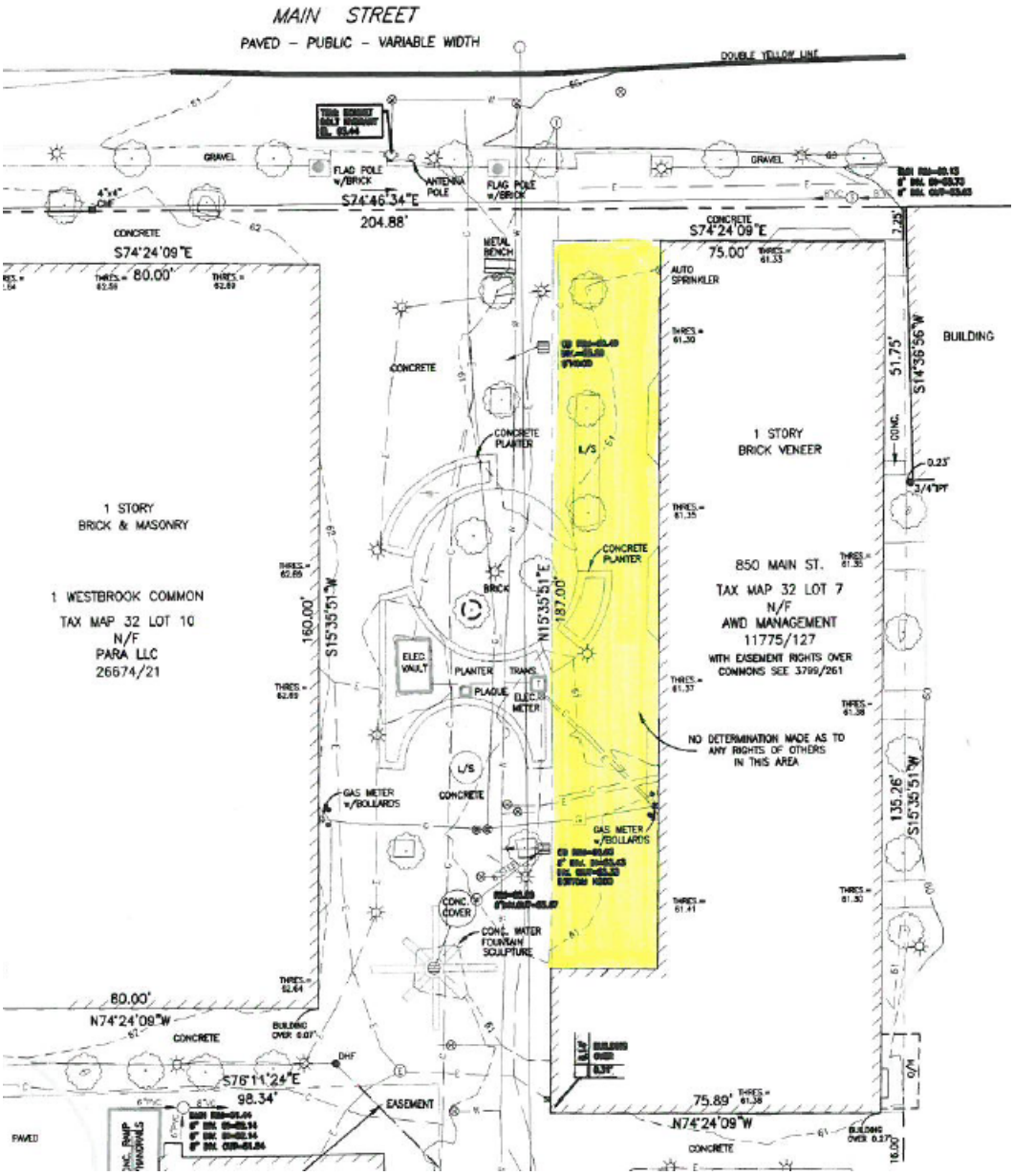
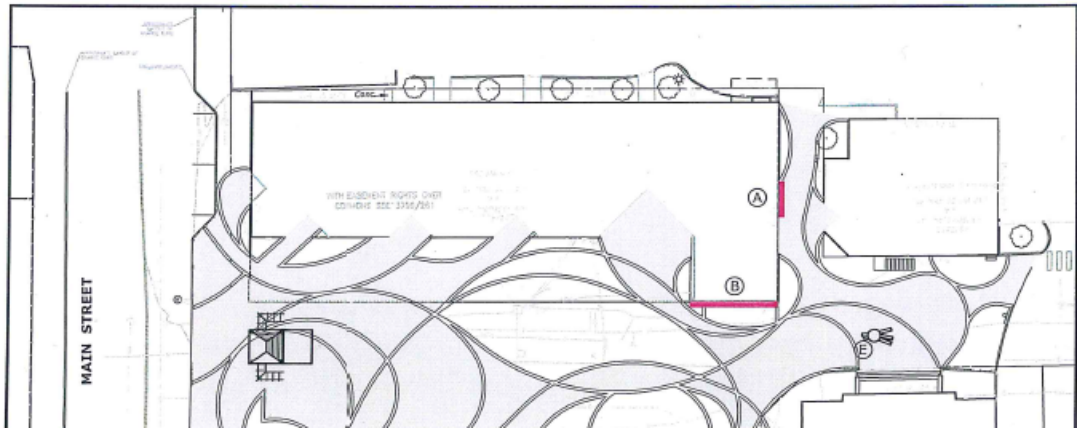

MAIN STREET
PAVED – PUBLIC – VARIABLE WIDTH
DOUBLE YELLOW LINE
GRAVEL
FLAG POLE w/BRICK
ANTENNA POLE
S74°46'34"E
204.88'
CONCRETE
S74°24'09"E
80.00'
METAL BENCH
75.00'
AUTO SPRINKLER
BUILDING
51.75'
S14°36'56"W
1 STORY BRICK VENEER
CONCRETE PLANTER
L/S
1 STORY BRICK & MASONRY
1 WESTBROOK COMMON
TAX MAP 32 LOT 10
N/F
PARA LLC
26674/21
160.00'
S15°35'51"W
N15°35'51"E
187.00'
BRICK
ELEC. VAULT
PLANTER
TRANS.
PLAQUE
ELEC. METER
850 MAIN ST.
TAX MAP 32 LOT 7
N/F
AWD MANAGEMENT
11775/127
WITH EASEMENT RIGHTS OVER COMMONS SEE 3799/261
NO DETERMINATION MADE AS TO ANY RIGHTS OF OTHERS IN THIS AREA
135.26'
S15°35'51"W
GAS METER w/BOLLARDS
CONC. COVER
CONC. WATER FOUNTAIN SCULPTURE
80.00'
N74°24'09"W
BUILDING OVER 0.07'
DHF
S76°11'24"E
98.34'
EASEMENT
75.89'
N74°24'09"W
BUILDING OVER 0.27'
PAVED

EXHIBIT B



CITY OF WESTBROOK, MAINE

IN CITY COUNCIL

Date: October 5, 2020

Order: 2020-120

AUTHORIZING ACCEPTANCE & EXPENDITURE OF KEEP ME HEALTHY GRANT

That the Westbrook City Council hereby authorizes the acceptance and expenditure of a Keep ME Healthy grant from the Department of Health and Human Services in the total amount of $242,530.

Funds to be accepted and recorded in 22001000-43100-G2004.

Funds to be expended from budget lines in attached exhibit.

First Reading: October 5, 2020 Second and Final Reading:

Attest:

City Clerk Mayor

CITY OF WESTBROOK, MAINE

2 York Street, Westbrook, ME 04092

REQUEST FOR COUNCIL ACTION

*Requests are due to the City Clerk two Fridays prior to a Council meeting. If expenditure/acceptance of funds is involved, Finance Department approval is required **prior** to submission.*

PROPOSED TITLE: Acceptance & Expenditure of Keep ME Healthy Grant Funding

REQUESTED BY: Chief Andrew Turcotte

DATE: 09/06/2020

SUMMARY:

The City of Westbrook has received one Keep ME Healthy grants from the Maine Department of Health and Human Services totaling $242,530. The City received $189,050 in round one and $53,480 in round two funding. This funding which will be received through reimbursement, will be used exclusively for COVID-19 related activities to include, but not limited to the procurement of PPE, Business Retention & Expansion (BR&E) / COVID-19 Response and Recovery, educational materials, and for the personnel costs of COVID-19 outreach/education.

I respectfully request that the City Council authorize acceptance of this Keep ME Healthy Grant and authorize expenditure of said funds for pandemic related activities as outlined in the grant application.

In addition, given that multiple budget lines will be utilized, they have been added as an attachment.

BUDGET LINES AFFECTED (IF APPLICABLE):

Funds will be accepted & recorded in 22001000-43100-G2004
Funds to be expended from attached list.

OK SM

Keep ME Healthy Grant Round 1 and Round 2 – Budget Accounts

Org	Object	Project	Description	2021 Revised Budget
22001000	51200	G2004	Salaries -Temp Employees	14,348.00
22001000	52900	G2004	Other Employee Benefits	1,672.00
22001000	53300	G2004	Professional EE Training/Travel	19,275.00
22001000	53410	G2004	Consultants	95,100.00
22001000	54300	G2004	Repairs & Maintenance	5,400.00
22001000	54420	G2004	Equipment & Vehicle Lease	0.00
22001000	56095	G2004	Protective Clothing	83,610.00
22001000	57000	G2004	Capital Purchases	16,625.00
22001000	57350	G2004	Capital Technology Software	6,500.00
22001000	58900	G2004	Miscellaneous Expenditures	0.00
				242,530.00

Janet T. Mills
Governor

Jeanne M. Lambrew, Ph.D.
Commissioner

Maine Department of Health and Human Services
Division of Contract Management
11 State House Station
109 Capitol Street
Augusta, Maine 04333-0011
Tel.: (207) 287-3707; Fax: (207) 287-5031
TTY: Dial 711 (Maine Relay)

July 1, 2020

Via Electronic Mail: aturcotte@westbrook.me.us

City of Westbrook
Andrew Turcotte
570 Main Street
Westbrook, Maine 04092

SUBJECT: Notice of Conditional Contract Award under DHHS' Request for Applications "Keep Maine Healthy 2020 Municipal COVID-19 Awareness Campaign"

Dear Andrew Turcotte

This letter is in regard to the subject Request for Applications (RFA), issued by the State of Maine Department of Health and Human Services. The Department has evaluated your proposal using the criteria outlined in the RFA, and the Department is hereby approving your request for funding to support your submitted plan as per the following conditions and specifications.

Funding amount approved: $189,050.00

Your request to fund a consultant to conduct business retention efforts was determined to be ineligible and/or not to be in alignment with the objective of this program and will not be reimbursed. Please contact us if you wish to discuss this decision and/or provide additional clarification on your proposed acitivities.

This Notice of Conditional Contract Award is subject to execution of a written contract and, as a result, this Notice does NOT constitute the formation of a contract between your organization and the Department. As such, your organization shall not acquire any legal or equitable rights relative to the contract services until a contract containing terms and conditions acceptable to the Department is executed. The Department further reserves the right to cancel this Notice of Conditional Contract Award at any time prior to the execution of a written contract. The Department will reach out to you to begin the process of developing the written contract.

This written contract will cover allowable expenses, based upon the approved plan, retroactive to June 8, 2020. Please note that included as a part of the terms and conditions of the written contract are the Cost Principles specified in the Uniform Guidance, 2 CFR 200 Subpart E – Cost Principles https://www.ecfr.gov/cgi-bin/text-idx?SID=9dc986444f8e1a9665d4eee9c76c77fc&mc=true&node=sp2.1.200.e&rgn=div6. Expenditures that are made outside of the terms and conditions of the written contract, including the Uniform Guidance Cost Principles, will not be eligible for reimbursement. Additionally, expenditures can only be paid for by one funding source. Awardees may not submit allowable expenditures for reimbursement under this program that are, or may, also be eligible for reimbursement from other available federal or other public funding source for COVID-19 relief that is now, or that becomes

available during the term of this Agreement. The written contract will require your agency to keep records to this effect as well as to support reimbursable expenses.

The Uniform Guidance requires the Department to monitor each subrecipient of these funds. As such, the written contract will require regular reporting to assess the progress of these projects which are being funded.

For costs not approved by this Contract Award, additional resources may be available to assist, including:

- FEMA Public Assistance. Please visit the MEMA website at https://www.maine.gov/mema/grants/public-assistance-grant-program. For questions, contact maine.recovery@maine.gov.
- State of Maine, Bureau of the Budget. Coronavirus Relief Fund Payments for 25% Local Match on FEMA Public Assistance. Please refer to the link for more information: https://www.maine.gov/budget/sites/maine.gov.budget/files/inline-files/Final%20Announcement%20of%20CRF%20for%20FEMA%20match%20for%20Web%20Posting.pdf.

Thank you for your interest in doing business with the State of Maine.

Sincerely,

Michael Abbott P.E., C.G.,
Interim Associate Director
Maine Center for Disease Control and Prevention
Department of Health and Human Services

Janet T. Mills
Governor

Jeanne M. Lambrew, Ph.D.
Commissioner

Maine Department of Health and Human Services
Division of Contract Management
11 State House Station
109 Capitol Street
Augusta, Maine 04333-0011
Tel.: (207) 287-3707; Fax: (207) 287-5031
TTY: Dial 711 (Maine Relay)

August 12, 2020

Via Electronic Mail: aturcotte@westbrook.me.us

WESTBROOK CITY OF
Andrew Turcotte
2 York Street
Westbrook, ME 4092

SUBJECT: Notice of Conditional Contract Award under DHHS' Request for Applications "Keep Maine Healthy 2020 Municipal COVID-19 Awareness Campaign"

Dear Andrew Turcotte:

This letter is in regard to the subject Request for Applications (RFA), issued by the State of Maine Department of Health and Human Services. The Department has evaluated your proposal using the criteria outlined in the RFA, and the Department is hereby approving your request for funding to support your submitted plan as per the following conditions and specifications.

Funding amount approved:$53,480.00

Your request to fund costs associated with temporary housing was determined to be ineligible and/or not to be in alignment with the objective of this program and will not be reimbursed. In addition, due to the limited availability of remining funds in the Keep Maine Healty program, funding amounts were reduced for Towns that already received funding in Round 1. Please contact us with any questions about this decision.

This Notice of Conditional Contract Award is subject to execution of a written contract and, as a result, this Notice does NOT constitute the formation of a contract between your organization and the Department. As such, your organization shall not acquire any legal or equitable rights relative to the contract services until a contract containing terms and conditions acceptable to the Department is executed. The Department further reserves the right to cancel this Notice of Conditional Contract Award at any time prior to the execution of a written contract. The Department will reach out to you to begin the process of developing the written contract.

This written contract will cover allowable expenses, based upon the approved plan, retroactive to August 1, 2020. Please note that included as a part of the terms and conditions of the written contract are the Cost Principles specified in the Uniform Guidance, 2 CFR 200 Subpart E – Cost Principles https://www.ecfr.gov/cgi-bin/text-idx?SID=9dc986444f8e1a9665d4eee9c76c77fc&mc=true&node=sp2.1.200.e&rgn=div6. Expenditures that are made outside of the terms and conditions of the written contract, including the Uniform Guidance Cost Principles, will not be eligible for reimbursement. Additionally, expenditures can only be paid for by one funding source. Awardees may not submit allowable expenditures for reimbursement under this program that are, or may, also be eligible for reimbursement from other

available federal or other public funding source for COVID-19 relief that is now, or that becomes available during the term of this Agreement. The written contract will require your agency to keep records to this effect as well as to support reimbursable expenses.

The Uniform Guidance requires the Department to monitor each subrecipient of these funds. As such, the written contract will require regular reporting to assess the progress of these projects which are being funded.

For costs not approved by this Contract Award, additional resources may be available to assist, including:

- FEMA Public Assistance. Please visit the MEMA website at https://www.maine.gov/mema/grants/public-assistance-grant-program. For questions, contact maine.recovery@maine.gov.
- State of Maine, Bureau of the Budget. Coronavirus Relief Fund Payments for 25% Local Match on FEMA Public Assistance. Please refer to the link for more information: https://www.maine.gov/budget/sites/maine.gov.budget/files/inline-files/Final%20Announcement%20of%20CRF%20for%20FEMA%20match%20for%20Web%20Posting.pdf.

Thank you for your interest in doing business with the State of Maine.

Sincerely,

Michael Abbott P.E., C.G.,
Interim Associate Director
Maine Center for Disease Control and Prevention
Department of Health and Human Services

CITY OF WESTBROOK, MAINE

IN CITY COUNCIL

Date: October 5, 2020

Order: 2020-121

AUTHORIZING ACCEPTANCE & EXPENDITURE OF ASSISTANCE TO FIREFIGHTER GRANT

That the Westbrook City Council hereby authorizes the acceptance and expenditure of a Federal FEMA Assistance to Firefighters Grant – COVID-19 Supplemental award in the total amount of $21,809.52, and further authorizes the expenditure of matching City funds in the amount of $1,090.48.

Grant to be accepted and recorded in budget line 22002210-43100-G2101.
Grant to be expended from budget line 22002210-58900-G2101.
Matching funds to be expended from budget line 10002210-56000.

First Reading: October 5, 2020 Second and Final Reading:

Attest:

City Clerk Mayor

CITY OF WESTBROOK, MAINE

2 York Street, Westbrook, ME 04092

REQUEST FOR COUNCIL ACTION

*Requests are due to the City Clerk two Fridays prior to a Council meeting. If expenditure/acceptance of funds is involved, Finance Department approval is required **prior** to submission.*

PROPOSED TITLE: Acceptance & Expenditure of FEMA COVID AFG-S Funding

REQUESTED BY: Chief Andrew Turcotte

DATE: 10/01/2020

SUMMARY:

The City of Westbrook has received funding in the amount of $21,809.52 in federal funding from the FEMA Assistance to Firefighters Grant Program - COVID-19 Supplemental (AFG-S). As a condition of this grant, the City is required to contribute 5% or $1,090.48 for a total approved budget of $22,900.00. This funding will be used to purchase personal protective equipment (PPE) for public safety personnel.

I respectfully request that the City Council authorize the acceptance and expenditure of said funds for pandemic related PPE as outlined in the grant award package.

BUDGET LINES AFFECTED (IF APPLICABLE):

Funds ~~to be deposited to~~ will be accepted and recorded in 22002210 43100 G2101 $21,809.52

Funds to be expended from 22002210 58900 G2101 - $21,809.52

10002210 56000 $1,090.48

OK TA 10/2/20

(scanned to Angela on 10/2/20)

Award Letter

U.S. Department of Homeland Security
Washington, D.C. 20472

Andrew Turcotte
WESTBROOK, CITY OF
2 YORK STREET
WESTBROOK, ME 04092

EMW-2020-FG-00693

Dear Andrew Turcotte,

Congratulations on behalf of the Department of Homeland Security. Your application submitted for the Fiscal Year 2020 Assistance to Firefighters Grant Program - COVID-19 Supplemental (AFG-S) has been approved in the amount of $21,809.52 in Federal funding. As a condition of this grant, you are required to contribute non-Federal funds equal to or greater than 5.00% of the Federal funds awarded, or $1,090.48 for a total approved budget of $22,900.00. Please see the FY 2020 AFG-S Notice of Funding Opportunity for information on how to meet this cost share requirement.

Before you request and receive any of the Federal funds awarded to you, you must establish acceptance of the award through the FEMA Grants Outcomes (FEMA GO) system. By accepting this award, you acknowledge that the terms of the following documents are incorporated into the terms of your award:

- Summary Award Memo - included in this document
- Agreement Articles - included in this document
- Obligating Document - included in this document
- FY 2020 AFG-S Notice of Funding Opportunity (NOFO) - incorporated by reference

Please make sure you read, understand, and maintain a copy of these documents in your official file for this award.

Sincerely,

Christopher Logan
Acting Assistant Administrator
Grant Programs Directorate

Summary Award Memo

Program: Fiscal Year 2020 Assistance to Firefighters Grant Program - COVID-19 Supplemental
Recipient: WESTBROOK, CITY OF
DUNS number: 073995102
Award number: EMW-2020-FG-00693

Summary description of award

The purpose of the Assistance to Firefighters Grant Program - COVID-19 Supplemental (AFG-S) is to provide funds for the purchase of PPE and related supplies, including reimbursements, to prevent, prepare for, and respond to coronavirus. After careful consideration, FEMA has determined that the recipient`s project or projects submitted as part of the recipient`s application and detailed in the project narrative as well as the request details section of the application - including budget information - was consistent with the Assistance to Firefighters Grant Program - COVID-19 Supplemental (AFG-S)'s purpose and was worthy of award.

Except as otherwise approved as noted in this award, the information you provided in your application for FY 2020 Assistance to Firefighters Grant Program - COVID-19 Supplemental (AFG-S) funding is incorporated into the terms and conditions of this award. This includes any documents submitted as part of the application.

Amount awarded

The amount of the award is detailed in the attached Obligating Document for Award.

The following are the budgeted estimates for object classes for this award (including Federal share plus your cost share, if applicable):

Object Class	Total
Personnel	$0.00
Fringe benefits	$0.00
Travel	$0.00
Equipment	$0.00
Supplies	$21,400.00
Contractual	$1,500.00
Construction	$0.00
Other	$0.00
Indirect charges	$0.00
Federal	$21,809.52
Non-federal	$1,090.48
Total	$22,900.00
Program Income	$0.00

Approved scope of work

After review of your application, FEMA has approved the below scope of work. Justifications are provided for any differences between the scope of work in the original application and the approved scope of work under this award. You must submit scope or budget revision requests for FEMA`s prior approval, via an amendment request, as appropriate per 2 C.F.R. § 200.308 and the AFG-S NOFO.

Approved request details:

Personal Protective Equipment (PPE)

Eye Protection

DESCRIPTION

Anti-Fog, Splash Proof Glasses

	QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
Cost 1	50	$10.00	$500.00	Supplies

CHANGE FROM APPLICATION

Budget class from **Equipment** to **Supplies**

JUSTIFICATION

Update budget class from equipment to supplies.

Isolation Gowns

DESCRIPTION

Fluid/Splash Resistant Gowns

	QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
Cost 1	50	$35.00	$1,750.00	Supplies

CHANGE FROM APPLICATION

Budget class from **Equipment** to **Supplies**

JUSTIFICATION

Update budget class from equipment to supplies.

Respirators

DESCRIPTION

(50) N95 Respirator Masks. These are envo masks which are ANSI approved for multiple use. These will be assigned for each provider and they have filters which will be changed out after each shift. So while there is an upfront cost, the cost benefit pays off after approximately 40-50 patient contacts, at which time we will start to realize cost savings.

	QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
Cost 1	50	$65.00	$3,250.00	Supplies

CHANGE FROM APPLICATION

Budget class from **Equipment** to **Supplies**

JUSTIFICATION

Update budget class from equipment to supplies.

Respirators

DESCRIPTION

(12) Powered and Supplied Air Respirators

	QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
Cost 1	12	$1,200.00	$14,400.00	Supplies

CHANGE FROM APPLICATION

Budget class from **Equipment** to **Supplies**

JUSTIFICATION

Update budget class from equipment to supplies.

~~Supplies~~

Ineligible

DESCRIPTION

Portable Decontamination Device, which as described in the narrative will help ensure that all pathogens are eliminated from the apparatus and workspaces within the fire station, thus reducing the potential spread of potentially deadly pathogens.

	QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
Cost 1	1	$16,000.00	$16,000.00	Equipment

CHANGE FROM APPLICATION

Item marked **ineligible**

JUSTIFICATION

• Personal Protective Equipment: Do Not Fund

Gloves

DESCRIPTION

(100) boxes of assorted sized gloves

	QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
Cost 1	100	$15.00	$1,500.00	Supplies

CHANGE FROM APPLICATION

Budget class from **Equipment** to **Supplies**

JUSTIFICATION

Update budget class from equipment to supplies.

Grant writer fee

Grant writer fee

DESCRIPTION

Grant Writing Fee

QUANTITY	UNIT PRICE	TOTAL
1	$1,500.00	$1,500.00

BUDGET CLASS

Contractual

CITY OF WESTBROOK, MAINE

IN CITY COUNCIL

Date: October 5, 2020

Order: 2020-122

AUTHORIZING ACCEPTANCE & EXPENDITURE OF FEDERAL ASSET FORFEITURE FUNDS

That the Westbrook City Council hereby authorizes the Police Department to accept a total of $4,377.10 in Federal asset forfeiture funds due to the Westbrook Police Department's substantial contributions to the investigations of a certain criminal case, as outlined in the attached memorandum.

Funds to be deposited into revenue line 21002110-49000-02115

First Reading: October 5, 2020 Second and Final Reading:

Attest:

City Clerk Mayor

CITY OF WESTBROOK, MAINE

2 York Street, Westbrook, ME 04092

REQUEST FOR COUNCIL ACTION

*Requests are due to the City Clerk two Fridays prior to a Council meeting. If expenditure/acceptance of funds is involved, Finance Department approval is required **prior** to submission.*

PROPOSED TITLE: Acceptance of Federal Asset Forfeiture Funds

REQUESTED BY: Captain Steven Goldberg - Westbrook Police Department

DATE: 09/22/2020

SUMMARY:

The Westbrook Police Department has been awarded $4,377.10 in Federal Asset Forfeiture Funds. These funds are from the auctioning of a car that was seized as part of a joint Federal-WPD case.

BUDGET LINES AFFECTED (IF APPLICABLE):

21002110-49000-~~02215~~ PD Federal Forfeiture Revenue

02115

OK
TA

DATE: 09/22/2020

EQUITABLE SHARING MEMORANDUM

CASH & SALE PROCEEDS

DISTRICT: District of Maine

Investigative Agency Case Number : 17-BOM-705-0098
Court Case Number : 19-CV-00338-DBH
Vehicle ID Number : WAUBGAFL3BA167250
Asset Identification : 18-FDA-000144
Property Description : 2011 Audi S4
Agency to Receive Property : City Of Westbrook Police Department
Agency NCIC/ORI Code : ME0030800
Compliance Expiration Date : 08/31/2021
Other Agency Case Number : 18-1152-OF
DAG-72 Decision Date : 06/01/2020 **Entry Date:** 06/02/2020 **By:** kim.woodward

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Total Income		**$8,525.00**
USMS Expenses	$3,053.62	
USMS Lien Expenses	$0.00	
AFMLS/USA Expenses	$0.00	
Investigative Agency Expenses	$0.00	
International Sharing (Pre-Approved)	$0.00	
SUBTOTAL		**$3,053.62**
Net Amount Available for Equitable Sharing	$5,471.38	
Percent to be Shared	80.0000%	
Amount to be Disbursed		**$4,377.10**

Certifying Officer - District **Date**

Voucher: _____ Acct.: 15_____5042 O/C: 25245

Check: _____ Amount: _____ Date: _____

Check Delivered To: _____

CITY OF WESTBROOK, MAINE

IN CITY COUNCIL

Date: October 5, 2020

Order: 2020-123

AUTHORIZING EXPENDITURE FOR CONCRETE WORK AT LINCOLN STREET RINK

That the Westbrook City Council hereby authorizes an expenditure in the amount of $72,160 to S & S Concrete of New Ipswich, NH for concrete work at the Lincoln Street Rink.

Funds available in budget line 22005100-51200-G1903

First Reading: October 5, 2020 Second and Final Reading:

Attest:

City Clerk Mayor

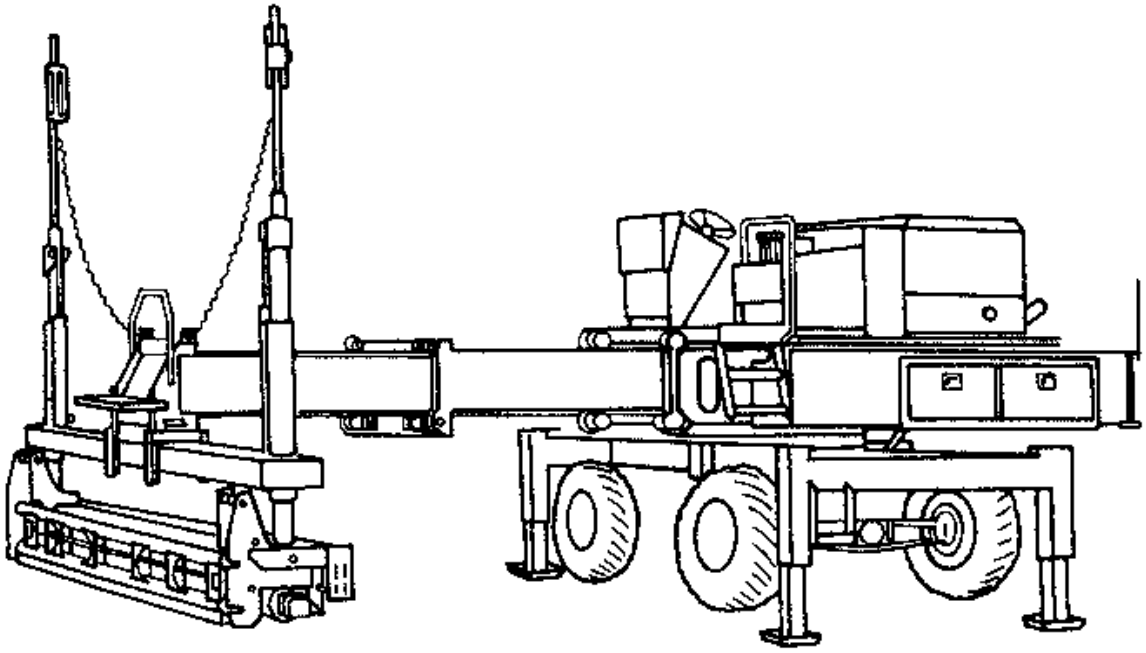
S&S Concrete Floors, Inc.
Shipping: 167 Davis Village rd.
Mailing: P.O. Box 379
New Ipswich, NH 03071
(603) 878-3311
Fax. (603) 878-3664
www.ssconcretefloors.com

To: The City of Westbrook

Attention: Robyn Saunders

Email: RSaunders@westbrook.me.us

Bid for: Rink Floor – Westbrook, ME



Matthew Somero
David Kuusisto
Estimating Dept.

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Scope of Work

Form the 5” edge of slab at the rink.
Supply a 4,000 PSI concrete with 1.5 LBS of fiber for the following scope;
Place and smooth finish (**1**) **80’x180’** ice rink with 15’ radius corners and a 5" slab on grade in (1) Hand/Laser Screed-Pumped placement.
Concrete pumping equipment is included in bid (1 mobilization).
Saw cut control joints 1/4 depth of slab in a 20’x20’ pattern with “SOFF-CUT” waterless equipment (this exceeds ACI recommendations and cracking / curling should be expected).
Saturate rink slab, supply and install poly for a (7) day wet cure (water, maintenance and removal is to be by others).
Clean-up of rubbish/debris generated by S&S. Contractor's Liability Insurance.

Qualifications

All prep work for the rink is to be by others, except as noted.
All materials per this scope (exception; water) are supplied by S&S.
Concrete materials/tolerance testing by G.C./Owner.
Tolerance testing based on A.C.I. guidelines, if testing is not completed within A.C.I. guidelines it is assumed that tolerance is accepted by G.C/Owner.
Bid is based on placing a 5" slump at discharged end of concrete pump hose.
Price based on GC *approving* a pump-able concrete mix through a 4” hose.
Concrete for interior slabs with steel troweled finish not to have air entrainment added.
Sub base material and labor is by others.
Excavation, backfill and fine grading are by others.
Footings and foundations are by others.
All tubing material and labor is to be by others.
Electrical/mechanical housekeeping pads are by others.
Foundation, perimeter, under slab and under-slab perimeter insulation not included.
Bollard material and labor is by others.
All curb cast-in-place, pre-cast or granite is by others.
All water stop material and labor is to be by others.
Steel reinforcement is not included in this bid.
No labor or material is included for: hockey goal post inserts, circus anchor inserts or temperature monitoring units or inserts, dasher board threaded anchors, 6 mil poly, rigid insulation or demo of existing concrete, drains, mat slab, bleachers, stepped seating, insulation, piping or hand rail inserts.
Vapor barrier material and labor is by others.
Cutting and removal of existing slab is not included in this bid.
G.C. to provide quality lighting in order to achieve a quality finish.

Qualifications (continued)

Design to be confirmed by engineer, most rinks we do have heavy rebar and wire reinforcement for cracking and curing.
Heat and sheltering is by G.C.; price based on general contractor heating subgrade to a minimum of 50 degrees and maintaining a minimum 50 degree temperature (at slab level) thru finishing.
All drain material and labor is by others.
If minimum heat cannot be maintained, G.C. to add an accelerator to concrete mix to expedite setting (2% polar set).
S&S Concrete Floors is not responsible for slab finish if temperature drops below 33 degrees or if open flame-unvented heaters are used which will cause carbonization.
G.C./Owner to provide ventilation and monitoring of air per O.S.H.A. regulations.
Snow and ice removal and cold weather curing is to be by others.
Permit, fees or bond are not included in this bid.
No labor or material is included in this bid for colored concrete.
No caulking/sealing of expansion joint/sawcuts is included.
No preparing sawcut joints to receive sealant is included.
No remedial grinding of "curled" slab edges at construction joints, slab edges or sawcut joints is included.
Price based on a normal Monday thru Friday workweek.
Price based on using open shop labor paying open shop rates.
Work performed by A.C.I. certified finishers/technicians.
Based on a 2020 schedule (no winter conditions included).
Hot water and accelerator for the concrete will be extra if needed.
This bid is based on emails.
This proposal must be referred to and made a part of the contract.
This proposal is valid for (15) days, and if it fits into the S&S schedule.

Total Base Bid (as per this scope of work): $ 72,160.

If you have any questions please do not hesitate to call me at 1-603-878-3311.

Thank You,

David Kuusisto