



**City of Biddeford
Finance Committee**

June 18, 2024 at 5:00 PM
City Hall Council Chambers & Zoom

[Click to Join Zoom Meeting Online](#)

Or call in by phone: +1 312 626 6799
Meeting ID: 954 0942 8760
Passcode: 250431

1. Call to Order
2. Approval of Minutes
 - 2.a Approval of the Minutes
3. Signing of the Expenditure Warrant
4. Discussion/Approval
 - 4.a Bid Approval: Lead Hazard Reduction at 14 Gove St
 - 4.b Approval to Purchase and Haul Gravel
 - 4.c Approval of Bid for Playground RFP
 - 4.d Approval to Contract with Maine Water for Sewer Billing
 - 4.e Gilbert Boucher Park Bath House update
 - 4.f Approval for Installation of Aeration Basin 1 Influent Gate Wastewater
5. Other Business
6. Adjourn

City of Biddeford
Finance Committee
May 21, 2024 5:00 PM Council Chambers & Zoom

Councilor Beaupre: present
Councilor Lessard: present
Councilor LA Fountain: present
Mayor Grohman: present

1. Call to order

2. Approval of the Minutes

Motion: Councilor Beaupre
Second: Mayor Grohman
Vote: Unanimous in favor.
Motion passed.

3. Signing of the expenditure warrant

4. Discussion/Approval

4.1. Approval /award new Fire Department EMS Rapid Response Vehicle to Quirk Auto Group

Mayor Grohman asked whether this was the highest priority vehicle given the request. Fire Chief Best explained that it's the only one able to be funded through the grant mentioned and why it was their best choice for the new function. Councilor Beaupre asked about the remaining budget left in the repairs account code and Chief Best confirmed that there was approximately \$40K left. City Manager Bennett explained why this account code was selected. Councilor Beaupre expressed his desire to use a different account code for the amount of City funding above and beyond the grant amount to be used for the purchase.

Councilor LaFountain confirmed that this would be an addition to the fleet and asked about any future additions. Chief Best discussed the need for a brush truck. Councilor Lessard asked about the model of the brush truck and noted his desire to achieve consistency among types of vehicles within the City for the efficiency of repairs and maintenance.

Motion: Councilor Beaupre motion to accept the EMS Rapid Response Vehicle bid from Quirk Ford in the amount of \$44,941 and the warning system in the amount of \$14,600, payable under the EMS grant and the remainder of the vehicle to be coded from the vehicle purchase account.

Second: Councilor Lessard
Vote: Unanimous in favor.
Motion passed.

4.2. Self-Contained Breathing Apparatus (SCBA) bottle fill station for SCBA Bottles

Councilor Lessard asked what would happen to the current fill station and Chief Best noted that it was likely to be disposed of due to age and for safety reasons. Councilor Beaupre asked about the size and time to fill as well as the time to be received. Chief Best confirmed a 6-week lead time for the order.

Motion: Councilor Beaupre motion to accept the bid as presented
Second: Councilor Lessard
Vote: Unanimous in favor.
Motion passed.

5. Update from the Finance Director

Finance Director Pavlak provided an update on the status of the Berry Dunn engagement, noting that an initial meeting had been set up and that work was likely to begin shortly once access was provided to start information sharing. She also noted that the Finance Department is now fully staffed after a recent hiring for the AR/AP Clerk position.

Councilor LaFountain motion to adjourn at 5:28 pm.
Second: Councilor Lessard
Vote: Unanimous in favor.

Meeting adjourned.



Finance Committee

Meeting Date: June 18, 2024
Meeting Time: 5:00 PM
Agenda Item No: 4.a
Item Description: Bid Approval: Lead Hazard Reduction at 14 Gove St
Submitted By: Gail Wilkerson, HUD Housing Programs Director

Supporting Information/Documentation:

Re-BID TAB -- 14 GOVE ST 6-11-24, 14 GOVE ST --PRE-ABATEMENT

Key Terms:

HUD: US Department of Housing & Urban Development

Executive Summary:

The Housing Division recommends awarding this re-bid for lead hazard reduction and other health/safety improvements at 14 Gove St. to Ray Corp of Lewiston for \$40,175. The City's independent cost estimate is \$38,900 (a variance of only \$1,275 or 3%).

Detailed Review:

Staff inspected the 3-unit building for lead and other health/safety hazards in early 2024. The abatement work involves removing lead dust from the living units, replacing the 1st & 2nd floor interior stair treads, replacing 2 leaded windows, covering exterior window casings with coil, and repainting stairway baseboards, window casings, and stair stringers. To enhance tenant safety, the Healthy Homes work includes installing 2 fire-rated doors and 2 porch lights, raising the interior stair rails to Code height, and replacing the deteriorating front steps.

This project first went out to bid on May 16, but only 2 contractors attended the May 22nd bid walk, and only 1 (Ray Corp) submitted a bid. In hopes of receiving at least 2 competitive bids, Housing staff re-bid the project on May 30, this time adding repairs to the wall and ceiling of the property's basement entrance. Four contractors attended the June 5th site walk, but again, only Ray Corp submitted a bid. With only a 3% variance between the City's cost estimate of \$38,900 and Ray Corp's bid of \$40,175, Housing staff believes cost reasonableness is demonstrated and recommends awarding the project to Ray Corp. Work would begin by late July and take 4 weeks to complete.

Funding Source:

100% funded by the HUD Lead Hazard Reduction & Healthy Homes Grant Program

Staff Recommendation:

Award bid for the 14 Gove St project to Ray Corp of Lewiston for \$40,175. Contractor has satisfactorily performed this work for the City's HUD Housing Programs within the past year and is a firm in good standing with the federal government, as evidenced by a check of the System for Award Management (sam.gov).

Bid Summary: IFB# 2024-05-30-01-LEAD (Re-bid of IFB# 2024-05-16-01-LEAD)
Lead Hazard Reduction & Healthy Homes Work
at 14 Gove St., Biddeford, ME

Number of Units: 3
Bid Notice Date: 5/30/2024 3:19 PM **Bid Walk:** 6/5/24 9 AM
Bid Open Date: 6/11/2024 12:53 PM
Bid Open Attendees: Michael Koerner, Gail Wilkerson, City of Biddeford.

Scope of Work	Octagon Restoration Windham	RC Group Biddeford	Sanderson Restoration S Portland	Ray Corp Lewiston	City's Cost Estimate
Exterior	N/A*	N/A*	N/A*	6,400	6,350
Common Areas	N/A	N/A	N/A	11,400	13,350
Unit 1	N/A	N/A	N/A	3,900	2,900
Unit 1A	N/A	N/A	N/A	1,000	400
Unit 2	N/A	N/A	N/A	6,000	3,650
Healthy Homes	N/A	N/A	N/A	11,475	12,250
Bid Totals	N/A	N/A	N/A	40,175	38,900

Variance: 3%

**Attended the bid walk but declined to submit a bid*

Staff Recommendation:

Award bid to Ray Corp for \$40,175
with an expected start of 7-25-2024

Signature:


Gail Wilkerson, Director, HUD Housing Programs





Finance Committee

Meeting Date: June 18, 2024
Meeting Time: 5:00 PM
Agenda Item No: 4.b
Item Description: Approval to Purchase and Haul Gravel
Submitted By: Jeff Demers - Director of Public Works / Waste Water

Supporting Information/Documentation:

RFP Material purchase, Material trucking 1

Key Terms:

The City of Biddeford's Public Works Department posted a Request for Proposals for vendor/contractor's assistance to provide purchasing and trucking services for hauling materials to Andrews Road in Biddeford. The Contractor must have a minimum inventory of gravel and dump/trailer trucks that are fully operational to meet the minimum requirements of the requested RFP. The City had one contractor supply a bid. That being Shaw Brothers Inc.

Executive Summary:

On April 2nd 2014, the Finance Committee and City Council approved the hauling of contaminated materials from the Pearl Street site to the Andrews Road landfill. That said material was to act as a base for the city's new composting pads. The mentioned task has been completed and within the scope of funds requested. Staff went in requesting \$235,000 of the \$400,000 budgeted for this project in hopes the material would be suited for the asphalt cap.

Detailed Review:

After laying the material in place and getting it all compacted. City staff noticed a considerable amount of clay material in the contaminated soil. After getting some engineering and paving advice, Staff came to the conclusion that both subbase type "D" and type "A" gravels should be applied. It is the opinion of staff and outside experts that the pad will settle and move, causing the asphalt to crack and break if a good base is not applied prior to the pavement. If paved today without the proper gravel, the pavement would not last a long term. Staff feels done correctly. The surface will last 10 or so years with a proper standard operating procedure for turning compost piles.

Funding Source:

Furnish Sub base gravel 4,900 yards @ \$17.00 a yard = \$83,300

Base gravel 1,070 yards @ 23.00 a yard = \$24,610

Trucking from pit to landfill 5,970 cy = 351 trips at 1.25hr/trip = 440 hours @ 115,00 per hour = \$50,600

Total = \$158,510

These funds are located in 31179-61015.

Staff Recommendation:

Staff recommends contracting Shaw Brothers to apply the appropriate gravels needed to give the City the best long term paving product.

REQUEST FOR PROPOSALS FOR PURCHASING AND HAULING OF GRAVEL

Issued By:
City of Biddeford Public Works Department
371 Hill Street
Biddeford, Maine 04005

The City of Biddeford is issuing a Request for Proposal (RFP) for contractor assistance for the purpose of Purchasing and Hauling up to an estimated 6,000 C.Y of gravel type Material(s).

Contractor will deliver one (1) original RFP to the following Address:

City of Biddeford Public Works Department
371 Hill Street
Biddeford, Maine 04005

Office hours are 7:30 am to 3:30 pm, Monday through Friday, excluding holidays.

Proposal due Date and Time

Thursday, May 9, 2024 at 2 p.m.
Proposals received after the above cited date and time will be considered late and are not Acceptable.

Please make sure the envelope or package is marked:
"TRUCKING SERVICES for GRAVEL HAULING RFP"

1. PURPOSE OF PROPOSAL

The City of Biddeford is seeking Vendor/contractors assistance to provide Purchasing and trucking services for hauling materials to the Andrews Road in Biddeford. The Contractor must have a minimum inventory of Gravels and dump/trailer trucks that are fully operational to meet the minimum requirements of this RFP.

II. PROPOSAL TERMS:

The City of Biddeford reserves the right to reject any and all proposals received as a result of this RFP. If a proposal is selected it will be the most advantageous regarding price, quality of service, contractors' qualifications and capabilities to provide the specified materials and trucking services. The City of Biddeford reserves the right to consider proposals for modifications at any time before a contract would be awarded, and negotiations would be undertaken with that contractor whose proposal is deemed to best meet the City's specifications and needs.

Proposals must be signed by an official authorized to bind the contractor to its provisions for at least a period of 60 days. Failure of the successful proposer to accept the obligation of the contract may result in the cancellation of any award.

In the event it becomes necessary to revise any part of this RFP an addenda will be provided. Deadlines for submission of RFPs may be adjusted to allow for revisions. To be considered, original proposal and amended proposal must be at the City of Biddeford's public works department on or before the date and time specified.

The prices stated in the bidder's proposal will not be subject to any price increase from the date on which the proposal is opened to the mutually agreed end date of contract.

III. SCOPE OF SERVICES

During the course of the month of late May, the City is requesting pricing to purchase both Sub Base MDOT Type "D" and MDOT Type "A" gravels. The City is also requesting Bids for assistance from private contractors to supplement the hauling of said gravels for the City of Biddeford, The City intends to sign contracts for at least Six (6) trucks for Gravel Material Hauling purposes. This is a time sensitive contract and must be completed prior to May 31, 2024

The City will also have a Dozer and loader at the Andrews road to push and monitor activity.

Contractors who undertake the Hauling work will be required to perform services pursuant to the terms described in this Request for Proposal (RFP). The City shall retain the right to remove any Contractor if Contractor fails to meet and maintain the terms described in this RFP or fails to perform work in a workman-like manner within the demands and time constraints established by the City for the service.

Term of Contract: The initial term of this contract shall be for one (20) days commencing on May 15, 2024 and expiring May 31, 2024. The term of this agreement may be extended for one-month periods for a maximum of two (2) additional months, if approved and accepted in writing by both the contractor and the city prior to May 30, 2024 of the appropriate year. Contractor performance, quality of service, price, and reliability are some of the criteria that will be used as a basis for the City to exercise an option month. The awarded contractor or city may submit a written notification requesting to exercise the extension by no later than May 30, 2024 of the appropriate month. The initial agreement places no obligation on the City to renew beyond the initial term of the contract.

Rates: Contractor agrees that rates as set forth in the bid will remain in effect through This contract.

Invoice: Contractor shall invoice the City within 45 days of a completed service. The City shall make payment within 30 days of receipt of invoice.

IV. PROCEDURE

Submittal Requirements: Contractors must complete the Proposal Form keeping in mind the Following:

1. Rates per Unit per Hour quoted on the proposal shall be valid until end of contract. Unit hourly pricing must be inclusive; that is, cost of equipment, all labor costs, overhead, etc. Unit refers to each piece of equipment with operator(s).
2. Please include with your proposal a list of equipment (size, count, etc.) that are available and will be used for the City's Material Hauling operations.

V. GENERAL REQUIREMENTS

1. All trucks must be capable of carrying a minimum of 12 CY of material per load.
2. Contractor must ensure that all truck's used must be properly registered and inspected. The City reserves the right to verify this information.
3. Trucks used for Material Hauling shall have clean, end/side-dump boxes with no material staying in the box when unloaded. If truck does have condition in which material remains, the City personnel will remove the truck from operation and billable time will stop upon notification to driver. Truck will not be allowed to return until material condition is corrected and visually inspected by city personnel.
4. All drivers must be properly licensed operators. Contractor is responsible for updating operator information as necessary. The City reserves the right to verify this information.
5. Contractor must provide contact information for designated representative for truck scheduling. The inability to make contact with Contractor within a reasonable amount of time is cause for the City to use other Contractors.
6. The City shall have no obligation to engage the services of the Contractor for a specified number of times.
7. Contractor shall be knowledgeable and comply with all federal, state, and local laws, rules, regulations and ordinances that may be applicable to the operation of the equipment provided by Contractor for material removal trucking services.
8. This contract is binding on the City and the contractor, their successors and assigns. Neither the City nor the contractor will assign or transfer its interest in this contract without the written consent of the other.
9. Termination without cause. Either party may terminate the contract by giving ten (10) days written notice to the other party.
10. The contractor is responsible for all applicable state and federal social security benefits and unemployment taxes and agrees to indemnify and protect the city against such liability.
11. The contractor will comply with all federal, state, and local laws and regulations. All documents developed as a result of this contract will be freely available to the public. None may be copyrighted by the contractor. During the performance of the service, the contractor will be responsible for any loss of or damage to the documents which are in its possession and must

Restore the loss or damage at its expense. Any use of the information and results of this contract by the contractor must reference the project sponsorship by the City.

VI. PAYMENT

Payment will be based on the following items:

1. The hourly rate bid for each truck.
2. Time for payment will commence at the specified time the truck has been told to report, Provided the truck is at the reporting location on time.
3. The time for payment will terminate when the City releases the truck.
4. Payment will be computed to the nearest one-half (1/2) hour.
5. **ABSOLUTELY NO PAYMENT WILL BE MADE FOR TIME LOST DUE TO TRUCK BREAKDOWNS, MAINTENANCE OR REPAIRS, LUNCH OR DINNER PERIODS OR ANY OTHER REASONS THAT TAKE THE TRUCK OUT OF SERVICE.**
6. **LUNCH OR DINNER PERIODS:** It is expected that operators be given rest periods and time to eat. Any billing for more than eight (8) hours in one day will have thirty (30) minutes deducted for a lunch period.
 - a. For example: if the operator works from 8:00AM to 8:00PM, a period of 12 hours, the Amount billed and to be paid shall be 11 hours.
7. Payment will be made to the contractor within thirty (30) days after the City receives the invoice from the contractor and verifies that the invoice is correct.
8. The bill or invoice sent to the City shall show the dates and hours for each truck.

VII. INSURANCE REQUIREMENTS

VIII. NEGOTIATION

After evaluating proposals, the city may enter into negotiations with one contractor or multiple contractors. The primary purpose of negotiations is to maximize the City's ability to obtain the best value based on the mandatory requirements, evaluation criteria, and cost. Multiple rounds of negotiations may be conducted with one contractor or multiple contractors. Negotiations will be structured to safeguard information and ensure that all bidders are treated fairly.

BID TAB SHEET TRUICKING

City Of Biddeford
Request For Proposal "Hauling Gravels"

Landfill Compost pads

Contractor:
Address: _____

Phone: _____

E-Mail _____

Quantity of Trucks 15-20 Cubic Yards _____

Unit Price Per Hour _____

The City reserves the rights to accept or reject any or all proposals, or alternate proposals, and to wave any informality.

BID TAB SHEET GRAVELS

City of Biddeford
Request for Proposal "purchase of Gravels"

Landfill Compost pads

Contractor
Address _____

Phone: _____

E-mail: _____

	Quantity	Unit Price	Total
Furnish Subbase MDOT TYPE-D Gravel	4,900 Yds		
Furnish Base MDOT TYPE-A Gravel	1,070 Yds		

The City reserves the rights to accept or reject any or all proposals, or alternate proposals, and to wave any informality.



Finance Committee

Meeting Date: June 18, 2024
Meeting Time: 5:00 PM
Agenda Item No: 4.c
Item Description: Approval of Bid for Playground RFP
Submitted By: Lisa Thompson, Director of Recreation

Supporting Information/Documentation:

Ultiplay & DryLA Playground RFP Response-June 3, 2024-Proposal 1 , Ben Schaffer Recreation Proposal 2- Disqualified, Proposal 2 Documentation BSR #4765, Proposal 2 Documentation - ACCORD - BEN SHAFFER, Proposal 2 Documentation -reference, Proposal 2 Documentation - For-Information-Pur_Ben-Shaffer-Rec_23-24-Cert_1-30-2024_1178058907, Proposal 2 Documentation 130-185479-1_2, Proposal 2 Documnetation 130-185479-1_1, Proposal 2 Documentation -Community Build Logistics

Key Terms:

N/A

Executive Summary:

To make a recommendation to the City Council to accept the bid received from Ultiplay Parks and Playgrounds & Dry Landscape Architecture.

Detailed Review:

Two bids were submitted for this project. Ben Schaffer Recreation submitted a bid but it did not meet specifications as it did not provide a nature play option for Clifford Park.

Ultiplay and Dry Landscape submitted a bid with two pricing options; one with a community build option in the amount of \$86,960 and one without a community build option in the amount of \$98,835.00.

Funding Source:

\$86,960.00 for option # 2 with Community Build. Funding will come from the \$100,000.00 playground project designated by City Council. These funds are located in 22002-92112-21093.

Staff Recommendation:

Staff recommends to accept the bid submitted by Ultiplay and Dry Landscape Architecture for a Community Build project for the amount of \$86,960.00.

CITY OF BIDDEFORD PLAYGROUND STRUCTURES
RFP Response
June 3, 2024
Primary Design Package & Design Alternative

Clifford Park
Mayfield Park
Rotary Park
Rotary Beach Park



Clifford Park - Nature Play



Project Approach

Project Overview

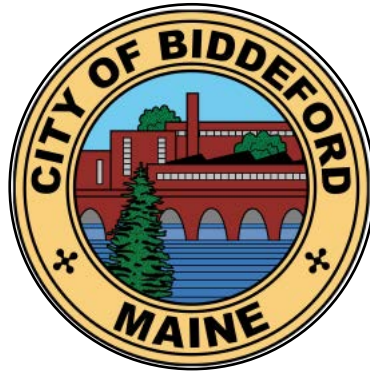
This project involves the design, procurement, and installation of multiple nature-based play structures and structures tailored to different age groups across four distinct park locations: Clifford Park, Rotary Park, Rotary Beach Park and Mayfield Park. The aim is to create engaging, safe, and age-appropriate play environments that promote physical activity and creativity among children.

Project Objectives

We understand the planning that has gone into the issuance of the Playground RFP and realize the amount hard work to get a project to this stage. Our team has visited each site and carefully thought about how best to allocate the funds available to achieve the highest and best use for each of the parks. Our team has reviewed the City of Biddeford's Playground Report presented by the Biddeford Recreation Department and understand the RFP was issued to closely match the proposed option 2.

- We understand a nature-based play structure suitable for children ages 5-12 years old is to be installed at Clifford Park.
- We understand the City of Biddeford is tax exempt.
- All proposed equipment meets and/or exceeds all federal, CPSC, ASTM & IPEMA guidelines.
- A play structure suitable for children ages 2-5 years old at Rotary Park Beach Playground area and/ or a play structure suitable for children ages 2-5 years old is to be installed at the Rotary Park Playground, Main Street location.
- A play structure suitable for children ages 2-5 years old to be installed at Mayfield Park Playground.
- Design and Install Play Structures: Create play areas that cater to children aged 2-12, fostering their physical and social development.
- Ensure Safety and Accessibility: Adhere to the highest safety standards and ensure the structures are accessible to children of all abilities.
- Enhance Community Spaces: Improve the aesthetic and functional value of community parks, encouraging greater use and enjoyment by local residents

Project Team



Role: Project Lead

Mike Parody, CPSI

President/Owner

UltiPlay Parks & Playgrounds

C: 774.287.9182

T: 866.575.PLAY

W: ultiplayus.com

Main Office Address: 43 Main Street,
Blackstone, MA 01504

Role: Project Manager

Chris Martin, CPSI

Northern New England Sales

Representative

C: 774.287.9182

T: 866.575.PLAY

W: ultiplayus.com

Main Office Address: 43 Main Street,
Blackstone, MA 01504

Role: Installer

Chris Martin, CPSI

Northern New England Sales

Representative

C: 774.287.9182

T: 866.575.PLAY

W: ultiplayus.com

Main Office Address: 43 Main Street,
Blackstone, MA 01504

Role: Maine Registered Landscape Architect (Biddeford, ME Resident)

Braden Drypolcher, RLA

Principal/Owner

Dry Landscape Architecture, LLC

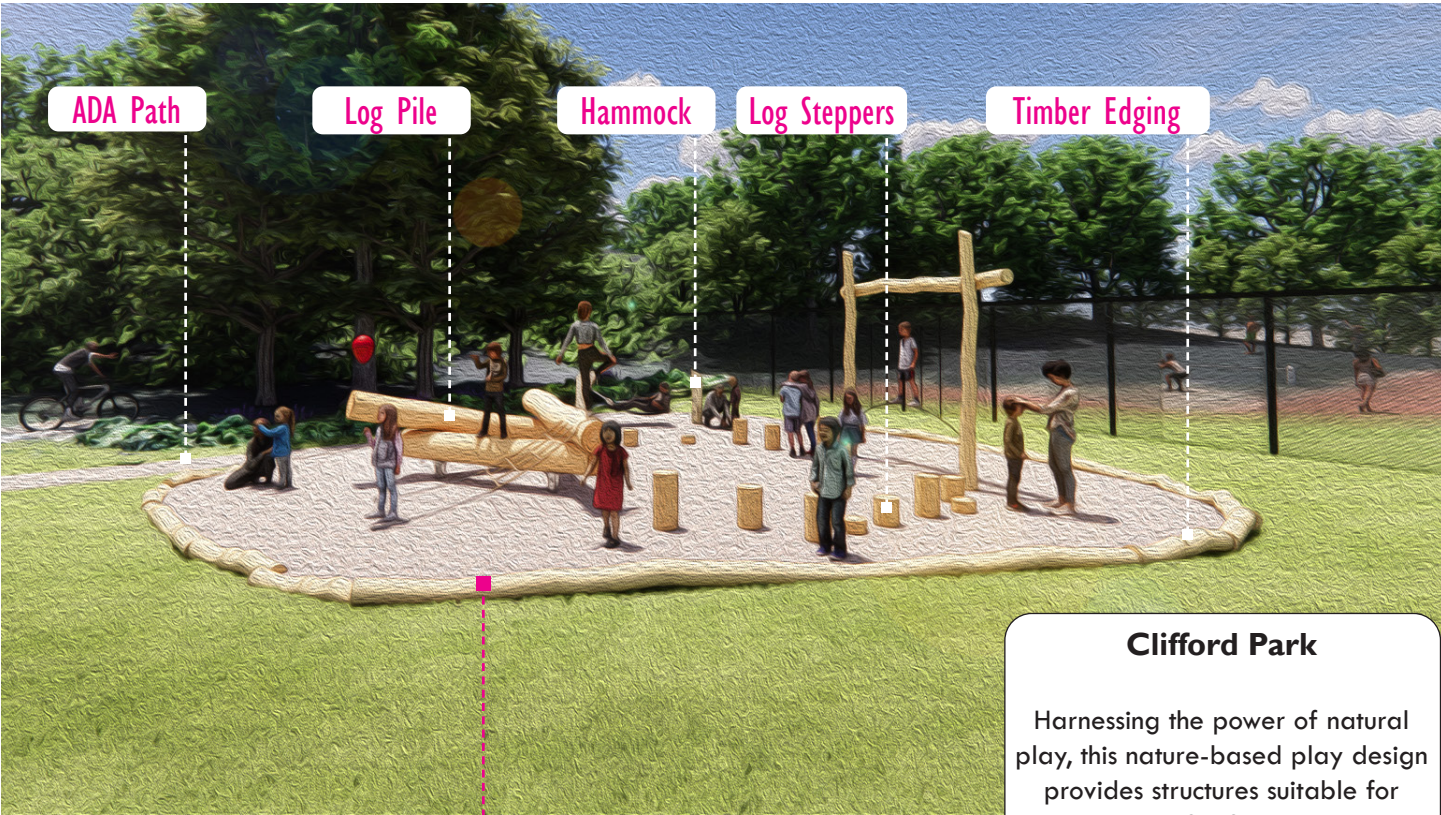
email: dry-la@outlook.com

telephone: (603) 496-8020

Main Office Address: 31 Miller Avenue,
Biddeford, ME

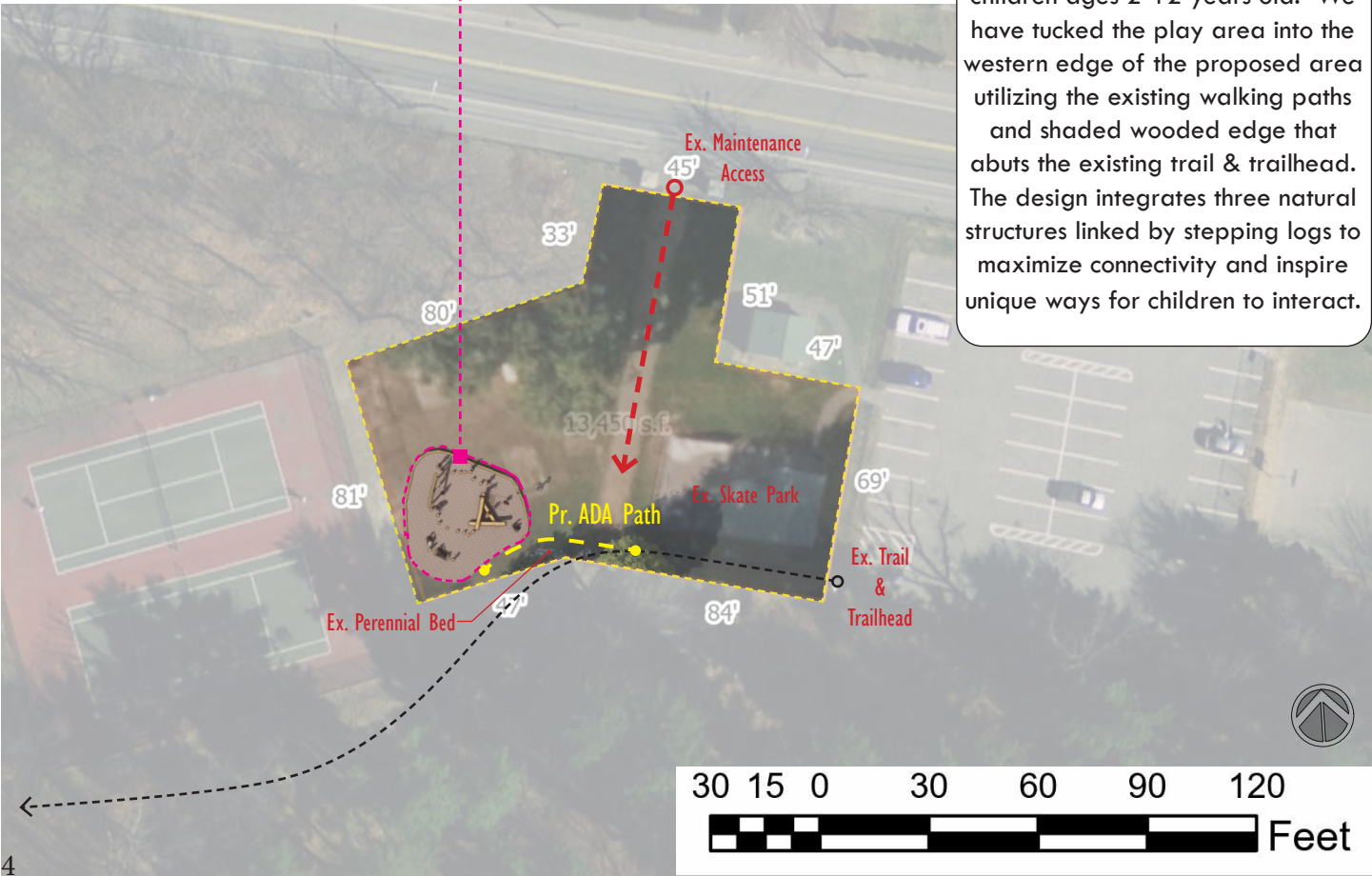
Clifford Park- Log Pile, Vertical Rope, Hammock

Age: 2-12 Nature Play



Clifford Park

Harnessing the power of natural play, this nature-based play design provides structures suitable for children ages 2-12 years old. We have tucked the play area into the western edge of the proposed area utilizing the existing walking paths and shaded wooded edge that abuts the existing trail & trailhead. The design integrates three natural structures linked by stepping logs to maximize connectivity and inspire unique ways for children to interact.



Clifford Park

Manufacturer:



VERTICAL ROPES

Intended user age: 5-12

ASTM F1487



LOG PILE 3.2

Intended user age: 2-5

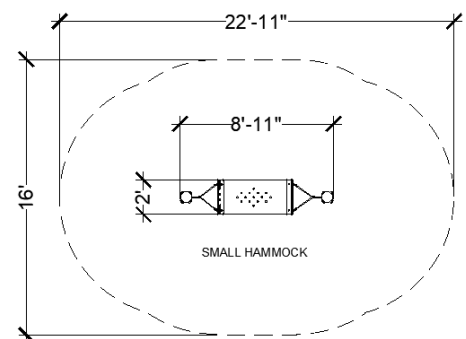
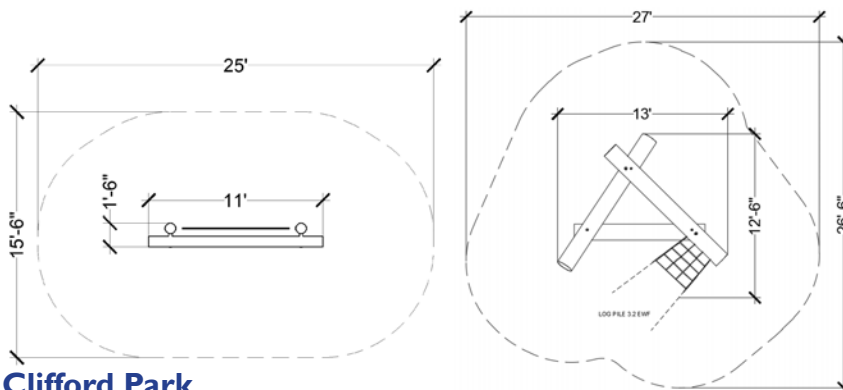
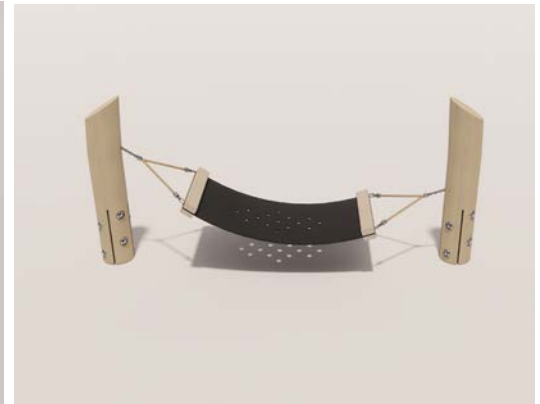
ASTM F1487



SINGLE HAMMOCK - SMALL

Intended user age: 2-12

ASTM F1487



Clifford Park

Log Pile 3.2	\$11,300
Small rope hammock	\$6,500
Vertical ropes	\$7,850
Log steppers for linking	\$1,800
Shipping	\$5,500
Installation	\$10,000
Border timber installation	\$1,500
ADA Stone Dust Path	\$1,500
Site prep, dumpster rental and EWF	\$3,500

TOTAL \$49,500

Log Stepper

Intended user age: 2-12

ASTM F1487



NOTE: Earthscape is not technically IPEMA Certified. IPEMA certification is the International Playground Equipment Manufacturers Association which ensures ASTM compliance. Earthscape is complaint with CSA-Z614, EN1176, ASTM F1487, CPSC & ADA.

3rd Third-party safety and accessibility reviews ensure compliance.



Mayfield Park - Single Palmetto Basket Swing

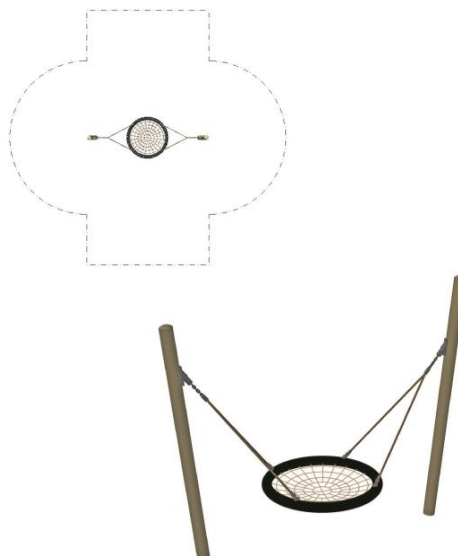
Age: 3+



Mayfield Park

Introducing a unique basket swing structure to the southeastern edge of the play area seemed fitting for this well maintained and well used park. These structures see much use and adds a visually pleasing and fun adaptation of your everyday swing.

Palmetto Saucer - Product Specification



Palmetto Saucer

Greenville is the newest award-winning creation of Berliner Seilfabrik.

As an accessible multi-user swing the Palmetto Saucer convinces through sharing fun. Heavy-duty engineering concealed behind a subtle, though striking design.

Palmetto Saucer - at a glance.

Product Family:	Greenville	Number of Foundations:	2 pc
Item Number:	95.190.578	Concrete Volume C20/C25:	0.7 m³ (25 ft³)
Children's Age:	3 +	Number of skilled installers required:	2
Fall Height (DIN EN 1176):	1,45 m (4'-9")	Installation Time without foundation:	2 hours
Length x Width x Height:	2.9 m x 1.0 m x 2.0 m	Dimensions of largest part:	0.1 m x 0.1 m x 3.1 m
	9'-7" x 3'-4" x 6'-7"		4" x 4" x 10'-2"
Protective Surfacing Area (DIN EN 1176):	-	Weight of heaviest part:	41.2 kg (91 lbs)
Protective Surfacing Area (ASTM 1487):	6.6 m x 6.1 m	Shipping Volume:	Upon request
	21'-7" x 19'-11"	Spare part guarantee:	Lifelong
Minimum space required DIN EN 1176:	-		
Minimum space required ASTM 1487:	28.2 m² (304 sf)		

Technical Data.

The following text can also be used for tenders.

Suspension ropes:

U-Rope®-round strand ropes with galvanized and covered wires: external strands with non-abrasive UV-resistant Polyester-yarn (no Polypropylene); rope-diameter Ø 16 mm (5/8")

Seat:

Ø 1,0 m (3'-3 3/8"); galvanized steel ring covered with shock-absorbing material and wrapped with fiber rope (Ø 20 mm); coil: 115 mm x 95 mm; tight-knit net made of Usacord rope (16 mm) is hung into the ring

Post:

Steel pipes Ø 101.6 mm with a round cast aluminum post top; anti-corrosion treatment and color finish: sandblasting and solvent-free zinc-/ epoxy-/ polyester-process

Berliner
Berliner Seilfabrik GmbH & Co.
Lengeder Straße 2/4
D-13407 Berlin

Tel. +49.(0)30.41 47 24-0
Fax +49.(0)30.41 47 24-33

info@berliner-seilfabrik.com
www.berliner-seilfabrik.com

Revision: June 2018



Rotary Beach Park & Rotary

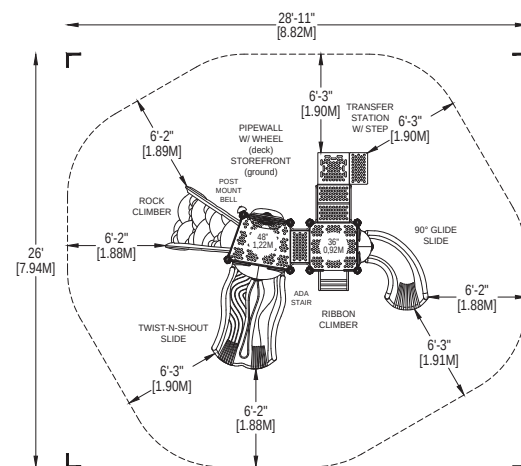
Age: 2-5



Rotary Park

50-1811

Equipment Manufacturer



Rotary Park

350-1811

\$12,475

Installation

\$4,000

Site prep and ewf

\$2,200

Rotary Beach Park

50-1731

Equipment Manufacturer



Rotary Beach Park

350-1731

\$12,960

Installation

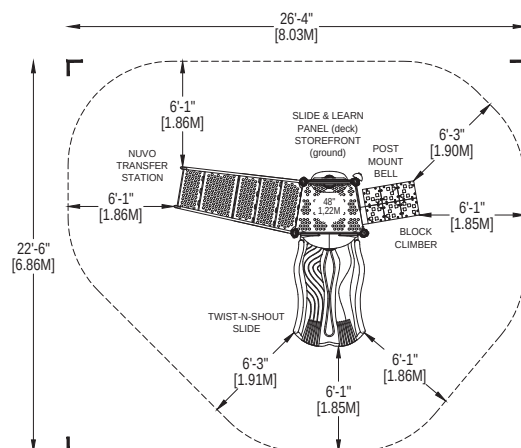
\$4,000

Site prep and ewf

\$2,200

TOTAL ROTARY

\$37,835



BID FORM Summary

Clifford Park

Log Pile 3.2	\$11,300
Small rope hammock	\$6,500
Vertical ropes	\$7,850
Log steppers for linking	\$1,800
Shipping	\$5,500
Installation	\$10,000
Stone Dust Path	\$1,500
Timber edging	\$1,500
Site prep, dumpster rental and EWF	\$3,500

TOTAL \$49,500

Rotary Park

350-1811 Cost	\$12,475
Installation	\$4,000
Site prep and ewf	\$2,200

Rotary Park Beach

350-1731	\$12,960
Installation	\$4,000
Site prep and ewf	\$2,200

TOTAL ROTARY \$37,835

Mayfield Park

Single palmetto basket swing	\$8,500
Installation	\$2,000
Site prep	\$1,000

TOTAL \$11,500

PROJECT TOTAL	\$98,835
----------------------	-----------------

BID FORM and PROJECT SUMMARY

We herewith submit our bid in accordance with the requirements and specifications herein acknowledged as follows:

1. We carry general liability (including products liability) insurance, which is in force and shall remain in force during the term of this contract.
2. We carry worker's compensation insurance, which is in force and shall remain in force during the term of this contract.
3. We agree to comply with the general specifications listed in the RFP.
4. We acknowledge having the opportunity to inspect each installation and confirm that site conditions are reflected in the bid submittal.

Company Name: UltiPlay Parks & Playgrounds

Company Address: Main Office Address: 43 Main Street, Blackstone, MA 01504

Company Telephone: T: 866.575.PLAY

Authorized Representative's Name: Christopher Martin, Northern New England Representative

Authorized Representative's Signature: Christopher Martin

Representative's Telephone Number: C: 774.287.9182

Representative's Email: cmartin@ultiplayus.com

PROJECT SUMMARY

Total cost of Clifford Playground \$49,500

Total cost of Mayfield Playground \$11,500

Total cost of Rotary Park Playground \$37,835

Total cost of Rotary Park Beach Playground \$11,500

Total project cost: \$98,835

Design Alternative Project Approach with Community Build *

Design Overview - A Different Take

The goal on this alternative approach would include a community build project for the Rotary Park & Rotary Beach locations to present the city with one cohesive playground at Rotary Beach Park and focus more funding at the Clifford Park location. This would take coordination moving forward that has not been established to date.

By Removing the Rotary Park Playground with the collaboration of a community build this alternative approach seeks to maximize the funding and reduce future maintenance allocations at multiple playground areas. We envision the old Rotary Park location would be well suited by some picnic tables under the maple trees existing on the site.

While the Rotary Park area is a nice amenity it presents some issues from freeze thaw and is in a low area that appears to hold water and is void of any seating. The Rotary Beach location sees more use, has ample shade, trash cans, and existing seating opportunities.

This project involves the design, procurement, and installation of multiple nature-based play structures, a community build endeavor to remove and reset existing play structures, along with new structures tailored to different age groups across three distinct park locations: Clifford Park, Rotary Beach Park and Mayfield Park.

Alternate Approach Summary

- Focus budget on three parks to maximize funding and future maintenance - Clifford Park and Rotary Park.
- Provide a more robust natural play experience at Clifford Park with seating opportunities.
- Remove play area at Rotary Park and move to Rotary Beach Park. Community Build with oversight from UltiPlay and DryLA.
- Include one new 2-5 y.o. Play structure at the newly configured Rotary Beach Park. Add play equipment from Rotary Park.
- Include one new 2-5 y.o. Play structure at Mayfield Play Area.

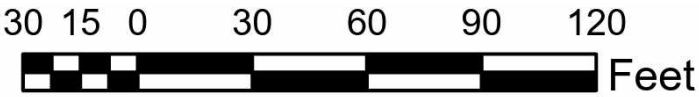
* Total proposed budget for this alternative approach leaves flexibility to adjust to the commitment of community build participation achieved, more Seating, the potential for more play pieces at Clifford Park fixing existing play structures, etc.

To be coordinated with UltiPlay, Dry Landscape Architecture, the City Council, and the Biddeford Recreation Department.

Rotary Park Existing Conditions



Rotary Beach Park & Rotary with Community Build



Rotary Park & Rotary Beach Park- w/ Community Build

Part 1 Rotary Park

Need someone to head up volunteer organization for community build (2 day build on a Friday and Saturday)

Removal of old equipment — Volunteer work w/ discounted work-lead by UltiPlay

Equipment Removal	\$1,500
Seed & Soil installation	\$2,000

Part 2 Rotary Beach Park

350-1731	\$12,960
Community build	\$6,500 if we can pair up these builds

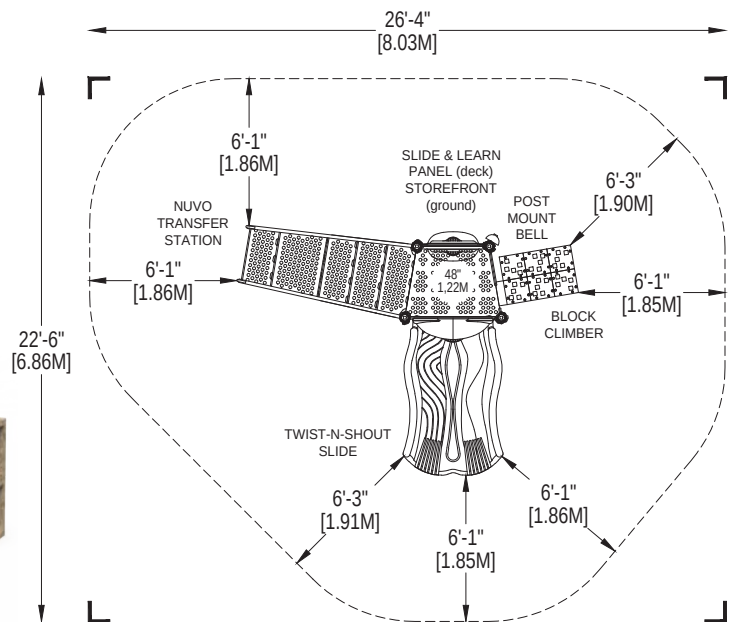
Site prep- minor excavation and removal of materials- volunteer

Items to consider (concrete purchase, excavation, dumpster rental, EWF purchase)

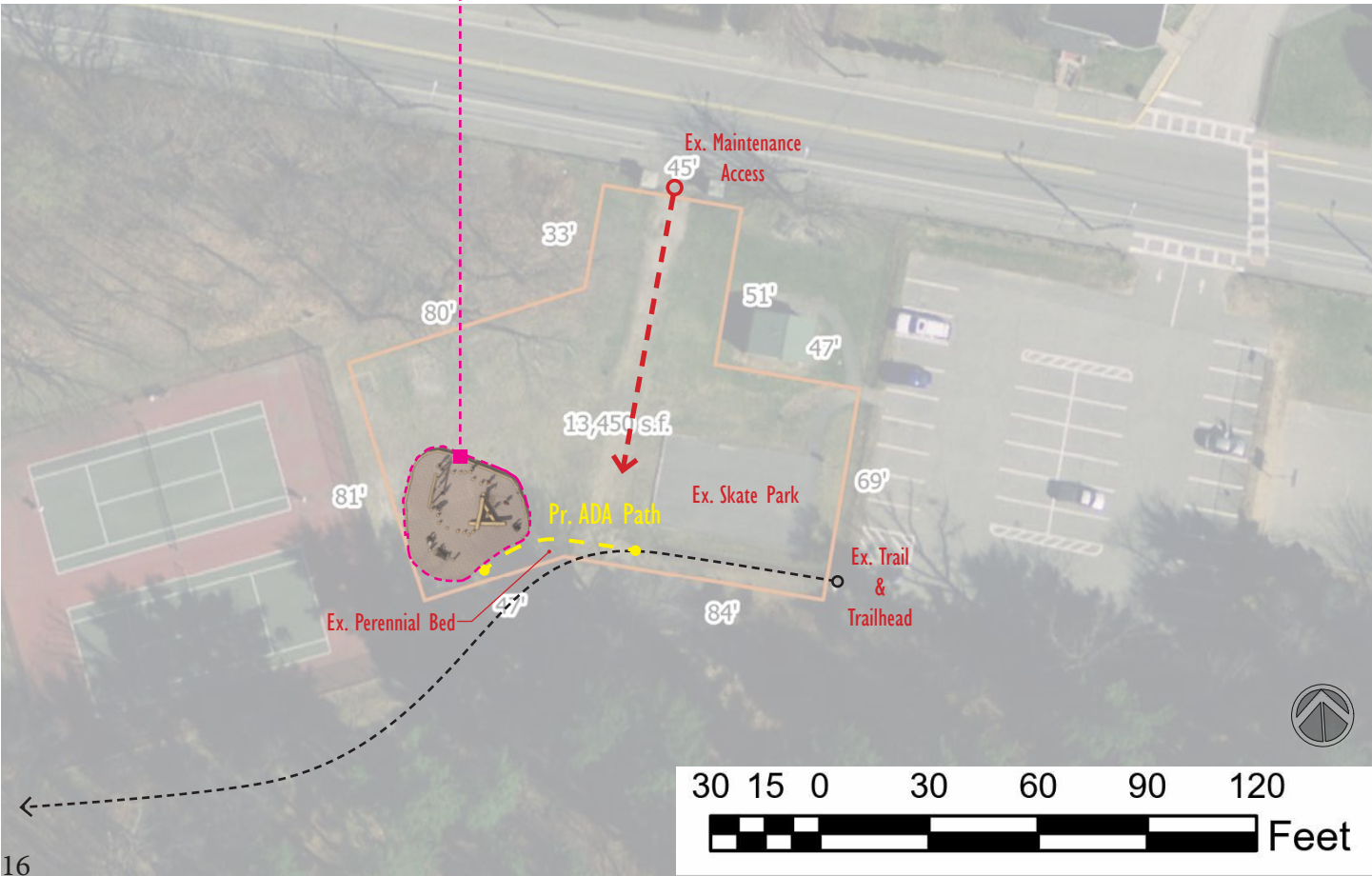
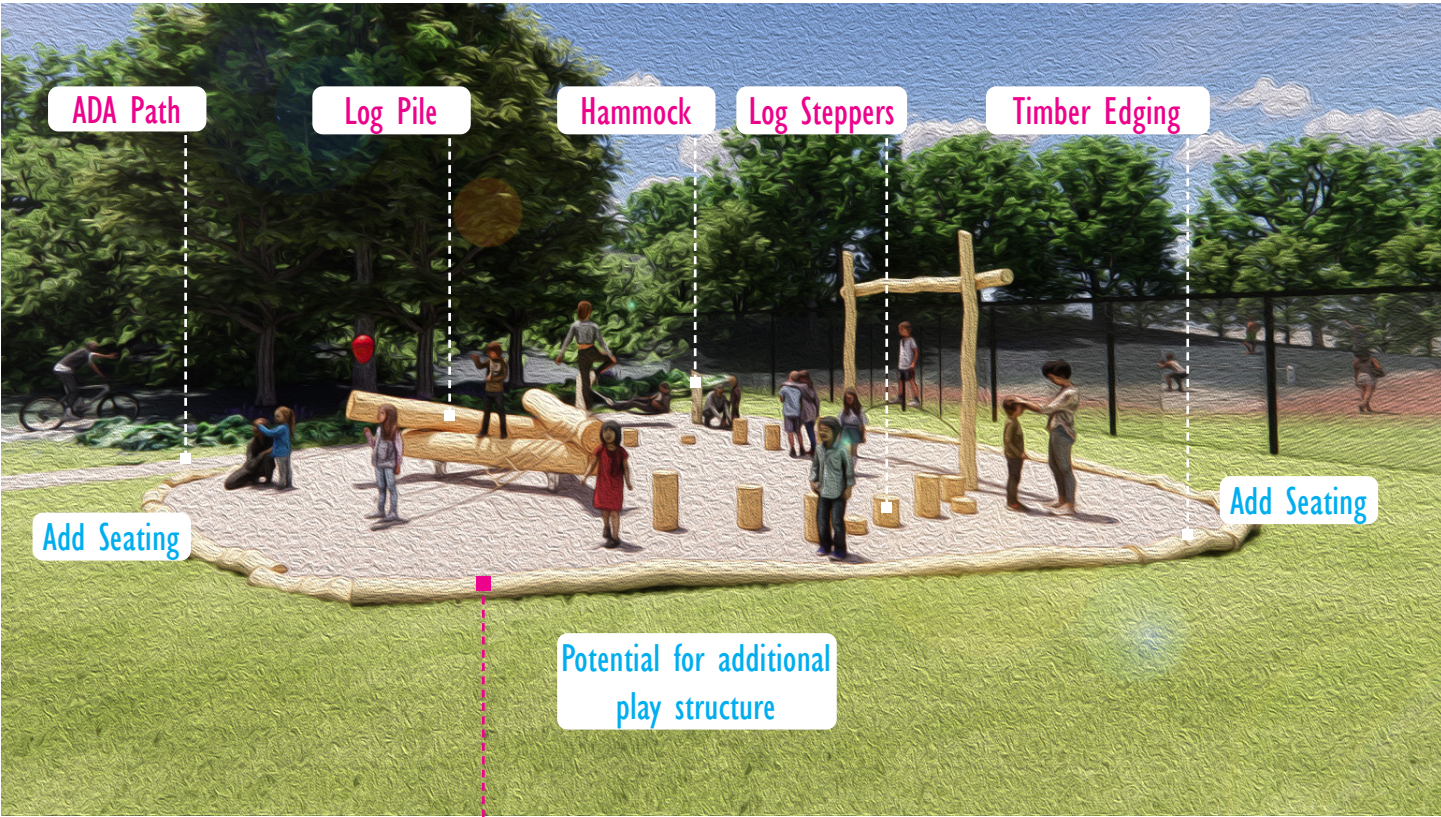
TOTAL \$22,960 Dependent on Community Build Participation.

350-1731

Equipment Manufacturer



Clifford Park- Log Pile, Vertical Rope, Hammock, Seating
Age: 2-12 Nature Play



Clifford Park

Manufacturer:



VERTICAL ROPES

Intended user age: 5-12

ASTM F1487



LOG PILE 3.2

Intended user age: 2-5

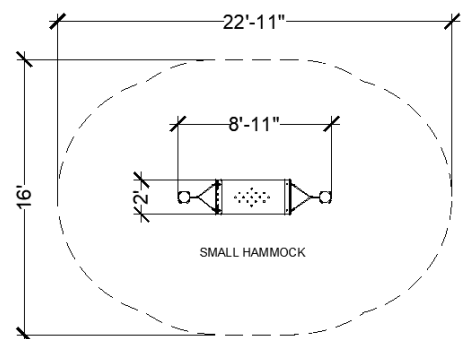
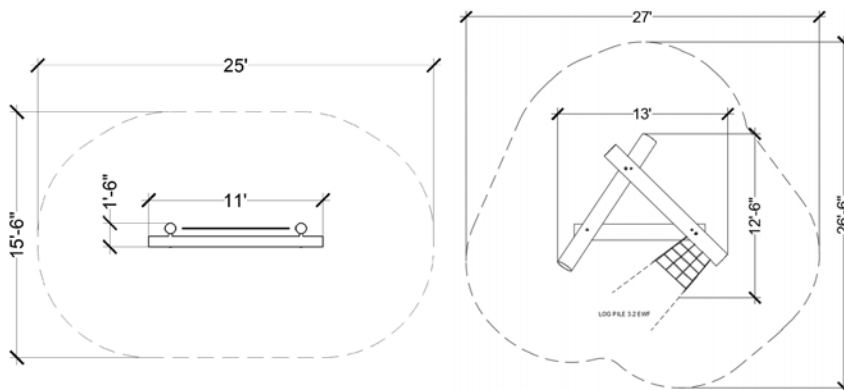
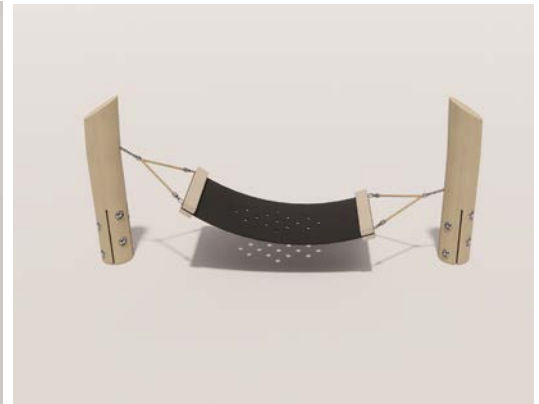
ASTM F1487



SINGLE HAMMOCK - SMALL

Intended user age: 2-12

ASTM F1487



Clifford Park

Log Pile 3.2	\$11,300
Small rope hammock	\$6,500
Vertical ropes	\$7,850
Log steppers for linking	\$1,800
Shipping	\$5,500
Installation	\$10,000
Border timber installation	\$1,500
Seating	\$3,000
ADA Stone Dust Path	\$1,500
Site prep, dumpster rental and EWF	\$3,500

TOTAL \$52,500

Log Stepper

Intended user age: 2-12

ASTM F1487



NOTE: Earthscape is not technically IPEMA Certified. IPEMA certification is the International Playground Equipment Manufacturers Association which ensures ASTM compliance. Earthscape is complaint with CSA-Z614, EN1176, ASTM F1487, CPSC & ADA.

3rd Third-party safety and accessibility reviews ensure compliance.



Mayfield Park - Single Palmetto Basket Swing

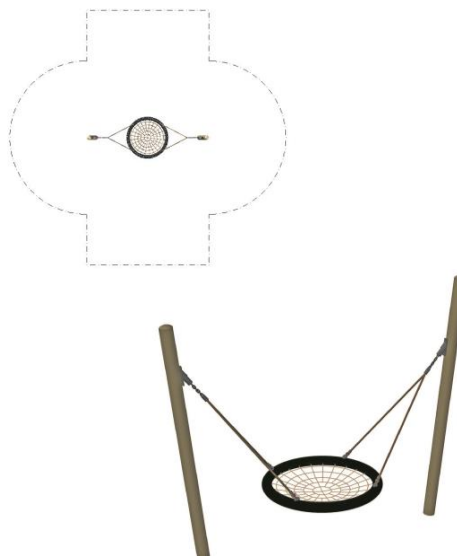
Age: 3+



Mayfield Park

Introducing a unique basket swing structure to the southeastern edge of the play area seemed fitting for this well maintained and well used park. These structures see much use and adds a visually pleasing and fun adaptation of your everyday swing.

Palmetto Saucer - Product Specification



Palmetto Saucer

Greenville is the newest award-winning creation of Berliner Seilfabrik.

As an accessible multi-user swing the Palmetto Saucer convinces through sharing fun. Heavy-duty engineering concealed behind a subtle, though striking design.

Palmetto Saucer - at a glance.

Product Family:	Greenville	Number of Foundations:	2 pc
Item Number:	95.190.578	Concrete Volume C20/C25:	0.7 m³ (25 ft³)
Children's Age:	3 +	Number of skilled installers required:	2
Fall Height (DIN EN 1176):	1,45 m (4'-9")	Installation Time without foundation:	2 hours
Length x Width x Height:	2.9 m x 1.0 m x 2.0 m	Dimensions of largest part:	0.1 m x 0.1 m x 3.1 m
	9'-7" x 3'-4" x 6'-7"		4" x 4" x 10'-2"
Protective Surfacing Area (DIN EN 1176):	-	Weight of heaviest part:	41.2 kg (91 lbs)
Protective Surfacing Area (ASTM 1487):	6.6 m x 6.1 m	Shipping Volume:	Upon request
	21'-7" x 19'-11"	Spare part guarantee:	Lifelong
Minimum space required DIN EN 1176:	-		
Minimum space required ASTM 1487:	28.2 m² (304 sf)		

Technical Data.

The following text can also be used for tenders.

Suspension ropes:

U-Rope®-round strand ropes with galvanized and covered wires: external strands with non-abrasive UV-resistant Polyester-yarn (no Polypropylene); rope-diameter Ø 16 mm (5/8")

Seat:

Ø 1,0 m (3'-3 3/8"); galvanized steel ring covered with shock-absorbing material and wrapped with fiber rope (Ø 20 mm); coil: 115 mm x 95 mm; tight-knit net made of Usacord rope (16 mm) is hung into the ring

Post:

Steel pipes Ø 101.6 mm with a round cast aluminum post top; anti-corrosion treatment and color finish: sandblasting and solvent-free zinc-/ epoxy-/ polyester-process

Berliner
Berliner Seilfabrik GmbH & Co.
Lengeder Straße 2/4
D-13407 Berlin

Tel. +49.(0)30.41 47 24-0
Fax +49.(0)30.41 47 24-33

info@berliner-seilfabrik.com
www.berliner-seilfabrik.com

Revision: June 2018



ultiplay
parks & playgrounds

dry
landscape
architecture l.l.c.

Page 1

BID FORM Summary

Clifford Park

Log Pile 3.2	\$11,300
Small rope hammock	\$6,500
Vertical ropes	\$7,850
Log steppers for linking	\$1,800
Shipping	\$5,500
Installation	\$10,000
Border timber installation	\$1,500
ADA Stone Dust Path	\$1,500
2 Benches	\$3,000
Site prep, dumpster rental and EWF	\$3,500

TOTAL \$52,500

Mayfield Park

Single palmetto basket swing	\$8,500
Installation	\$2,000
Site prep	\$1,000

TOTAL \$11,500

Rotary Park & Rotary Beach Park W/ Community Build

Part 1 Rotary Park

Equipment Removal	\$1,500
Seed & Soil installation	\$2,000

Part 2 Install Rotary Beach

350-1731	\$12,960
Community build	\$6,500 if we can pair up these builds

TOTAL \$22,960

PROJECT TOTAL	\$86,960*
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BID FORM and PROJECT SUMMARY

We herewith submit our bid in accordance with the requirements and specifications herein acknowledged as follows:

1. We carry general liability (including products liability) insurance, which is in force and shall remain in force during the term of this contract.
2. We carry worker's compensation insurance, which is in force and shall remain in force during the term of this contract.
3. We agree to comply with the general specifications listed in the RFP.
4. We acknowledge having the opportunity to inspect each installation and confirm that site conditions are reflected in the bid submittal.

Company Name: UltiPlay Parks & Playgrounds

Company Address: Main Office Address: 43 Main Street, Blackstone, MA 01504

Company Telephone: T: 866.575.PLAY

Authorized Representative's Name: Christopher Martin, Northern New England Representative

Authorized Representative's Signature: Christopher Martin

Representative's Telephone Number: C: 774.287.9182

Representative's Email: cmartin@ultiplayus.com

PROJECT SUMMARY

Total cost of Clifford Playground \$52,500

Total cost of Mayfield Playground \$11,500

Total cost of Rotary Park Playground \$3,500*

Total cost of Rotary Park Beach Playground \$ 22,960*

Total project cost: \$86,960 *Dependent on Community Build Participation



CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
 02/14/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER A & P Insurance Agency, Inc. 107 South Main Street Uxbridge, MA 01569 Paul F. Boutot	CONTACT NAME: Paul F. Boutot PHONE (A/C, No, Ext): 508-278-5577 FAX (A/C, No): 508-278-5577 E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: Gemini Insurance Co INSURER B: AmTrust North America, Inc. INSURER C: Safety Insurance Co INSURER D: Evanston Insurance Co INSURER E: INSURER F:
INSURED UltiPlay Parks & Playgrounds, Inc. & Playground Partnership Northeast, Inc. Box 374 Uxbridge, MA 01569	NAIC # INSURER A: 524210 INSURER B: 39454 INSURER C: 35378 INSURER D: INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ DED \$5000 Per Occ GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	X	X	VCGP084520	12/01/2022	12/01/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
C	AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	X	X	2702155	10/07/2022	10/07/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
D	☐ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE ☒ DED ☐ RETENTION \$ 0			XOBW9507922	12/01/2022	12/01/2023	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WWC3525243	05/17/2022	05/17/2023	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

 Preservation of Affordable
 Housing, Inc
 2 Oliver Street, Suite 500
 Boston, MA 02109

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

2023/02/14 07:07:35 11 /15 .

2023/02/14 07:07:35 11 /15 .

2023/02/14 07:07:35 11 /15 .

2023/02/14 07:07:35 11 /15 .





Ben Shaffer Recreation, Inc.

PO Box 844 | Lake Hopatcong, NJ 07849 | 973-663-2021

Proposal 130-185479-1 | 5/20/2024



**BEN
SHAFFER
RECREATION**

May 20, 2024

Lisa Thompson
City Of Biddeford
189 Alfred Rd
Biddeford, ME 04005-3277
Phone: 2076280841

Dear Lisa Thompson:

Ben Shaffer Recreation, Inc. is delighted to provide City Of Biddeford with this playground equipment proposal.

This design was developed with your specific needs in mind, and we look forward to discussing this project further with you to ensure your complete satisfaction. Ben Shaffer Recreation, Inc. is confident that this proposal will satisfy City Of Biddeford's functional, environmental, and safety requirements -- and most importantly -- bring joy and excitement to the children and families directly benefiting from your new playground.

You have our personal commitment to support this project and your organization in every manner possible, and we look forward to developing a long-standing relationship with City Of Biddeford. We appreciate your consideration and value this opportunity to earn your business.

Sincerely,

Ryan Tumminello
Sales Representative

Ben Shaffer Recreation, Inc.
PO Box 844
Lake Hopatcong, NJ 07849
www.benshaffer.com
www.bciburke.com

Phone: 973-663-2021
Fax: 973-663-4615
ryan@benshaffer.com



COOPERATIVE PURCHASING OPTIONS

PLAYGROUNDS WITHOUT ALL THE PAPERWORK

Purchasing with contracts may sound intimidating, but getting your community playspace doesn't need to be a painful process of writing specifications, issuing RFP's and jumping through hoops – it can be simplified – we promise! As you continue planning for your new playground, review the Purchasing Contracts offered through our partners.

EQUALIS GROUP

Equalis is an innovative cooperative purchasing organization that believes in the power of partnership and that when you work together you achieve more. The basic premise of the Equalis cooperative purchasing organization is to leverage the combined buying power of all members for better pricing and favorable contract terms. Equalis Group uses the lead agency model for competitively bid contracts, provides our participants the savings they expect and offers efficiencies and peace of mind within the procurement process. It is our mission to continuously improve the measurable and meaningful impact of cooperative services for everyone throughout the supply chain.

GOVMVMT

GOVMVMT is a non-profit group purchasing organization that meets the highest industry standards while putting the public's interest at the forefront of everything they do. Each one of GOVMVMT's first-class suppliers has consciously joined their mission to create the most credible, ethical, and public agency-focused non-profit cooperative purchasing program in the country.

GSA

Federal parks, child development programs, military bases and other agencies are a major priority for BCI Burke, and agencies can purchase Burke playgrounds through Burke's GSA contract for installation virtually anywhere in the world.

OMNIA PARTNERS

OMNIA Partners, Public Sector (Subsidiary National IPA) is the largest and most experienced organization in purchasing and supply chain management. Comprised of participants and suppliers in the public sector, we bring together industry-leading buying power and world-class suppliers to offer an extensive portfolio of competitively solicited and publicly awarded contracts and partnerships. OMNIA Partners is proud to offer more value and resources to state and local government, higher education, K-12 education and non-profits.

SOURCEWELL

As a leader in cooperative purchasing, Sourcewell is passionate about helping members fulfill their public service missions. Sourcewell builds strong relationships with members and vendors to develop practical solutions together.

The easiest way to Join Our Movement is to call your local Representative at 800.266.1250 or visit bciburke.com/rep. Our passion is bringing play to communities like yours and we can't wait to help you get started!



DESIGN SUMMARY

Ben Shaffer Recreation, Inc. is very pleased to present this Proposal for consideration for the City Of Biddeford located in Biddeford. BCI Burke Company, LLC has been providing recreational playground equipment for over 100 years and has developed the right mix of world-class capabilities to meet the initial and continuing needs of City Of Biddeford. We believe our proposal will meet or exceed your project's requirements and will deliver the greatest value to you.

The following is a summary of some of the key elements of our Proposal:

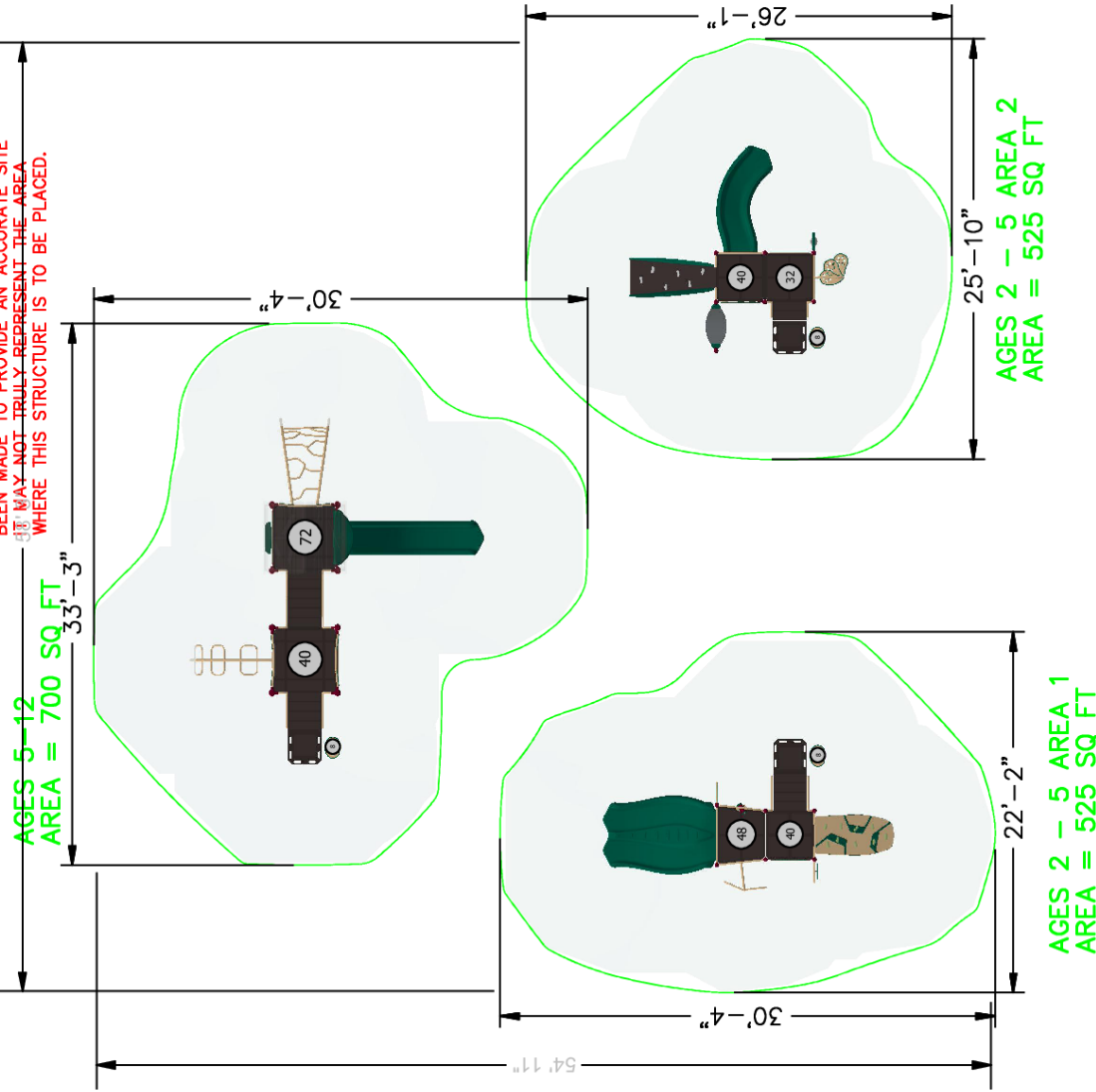
- Project Name: City Of Biddeford
- Project Number: 130-185479-1
- User Capacity: 87
- Age Groups: 5 to 12, 2 to 5
- Dimensions: 58' 2"x54' 10"
- Designer Name: John T. Uelmen

Ben Shaffer Recreation, Inc. has developed a custom playground configuration based on the requirements as they have been presented for the City Of Biddeford playground project. Our custom design will provide a safe and affordable playground environment that is aesthetically pleasing, full of fun for all users and uniquely satisfies your specific requirements. In addition, proposal # 130-185479-1 has been designed with a focus on safety, and is fully compliant with ASTM F1487 and CPSC playground safety standards.

We invite you to review this proposal for the City Of Biddeford playground project and to contact us with any questions that you may have.

Thank you in advance for giving us the opportunity to make this project a success.

NOTE: ALTHOUGH ALL ATTEMPTS HAVE BEEN MADE TO PROVIDE AN ACCURATE SITE PLAN, IT MAY NOT TRULY REPRESENT THE AREA WHERE THIS STRUCTURE IS TO BE PLACED.



The use and layout of play components identified in this plan conform to the CPSC guidelines. U.S. CPSC recommends the separation of age groups in playground layouts.

PLAYGROUND ACCESSIBILITY (Provided/Required)				
TOTAL EVENTS	ELEVATED EVENTS	TRANSFER ACCESSIBLE	RAMP ACCESSIBLE	TYPES OF GROUND EVENTS
21	13 / 7	13 / 0	0 / 0	8 / 4
				6 / 3

OVERALL BOUNDING OF USE ZONES **The space requirements shown here are to ASTM standards. Requirements for other standards may be different.

Area: 3192 sq.ft.
Perimeter: 226.1 ft.
STRUCTURE SIZE: 11'x58' 3"
POST SIZE(S): 5, 5"

SERIES Synergy | Burke Basics | Nucleus

SITE PLAN VIEW

GROUP:
5 - 12 Structure | 2 - 5 Structure - 1 | 2 - 5 Structure - 2

DESIGNED FOR AGES:
5 to 12, 2 to 5

City Of Biddeford
Biddeford, ME 04005-3277

Burke
PLAY THAT MOVES YOU.

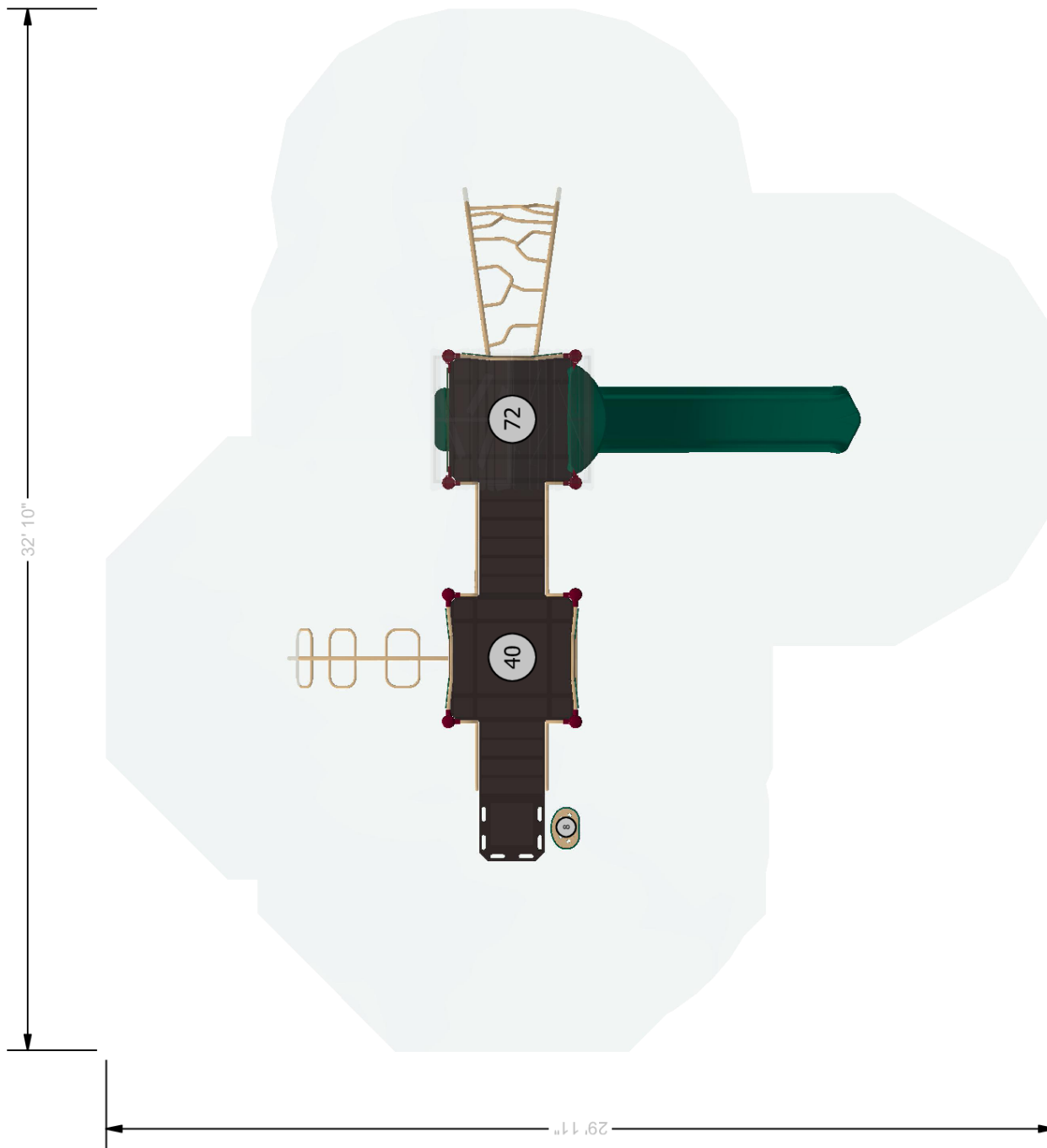
05/20/2024

Ben Shaffer Recreation, Inc.
130-185479-1

Designer: John T. Uelmen

BCI BURKE COMPANY, LLC | PO BOX 549 FOND DU LAC, WI 54936-0549 | 920.921.9220 | BCI BURKE.COM

Warning: Accessible safety surfacing material is required beneath and around this equipment that is compliant with ASTM, CPSC, and ADAAG requirements.



OVERALL BOUNDING OF USE ZONES **The space requirements shown here are to ASTM standards. Requirements for other standards may be different.

Area: 3192 sq.ft.
Perimeter: 226.1 ft.
STRUCTURE SIZE: 11"x58' 3"
POST SIZE(S): 5, 5"

PLAYGROUND ACCESSIBILITY (Provided/Required)

TOTAL ELEVATED EVENTS	TRANSFER ACCESSIBLE EVENTS	RAMP ACCESSIBLE EVENTS	GROUND EVENTS	TYPES OF GROUND EVENTS
21	13 / 7	13 / 0	0 / 0	8 / 4
				6 / 3

The use and layout of play components identified in this plan conform to the CPSC guidelines. U.S. CPSC recommends the separation of age groups in playground layouts.

SERIES Nucleus | Burke Basics

SITE PLAN VIEW

GROUP:
5 - 12 Structure

City Of Biddeford
Biddeford, ME 04005-3277

05/20/2024

DESIGNED FOR AGES:
5 to 12

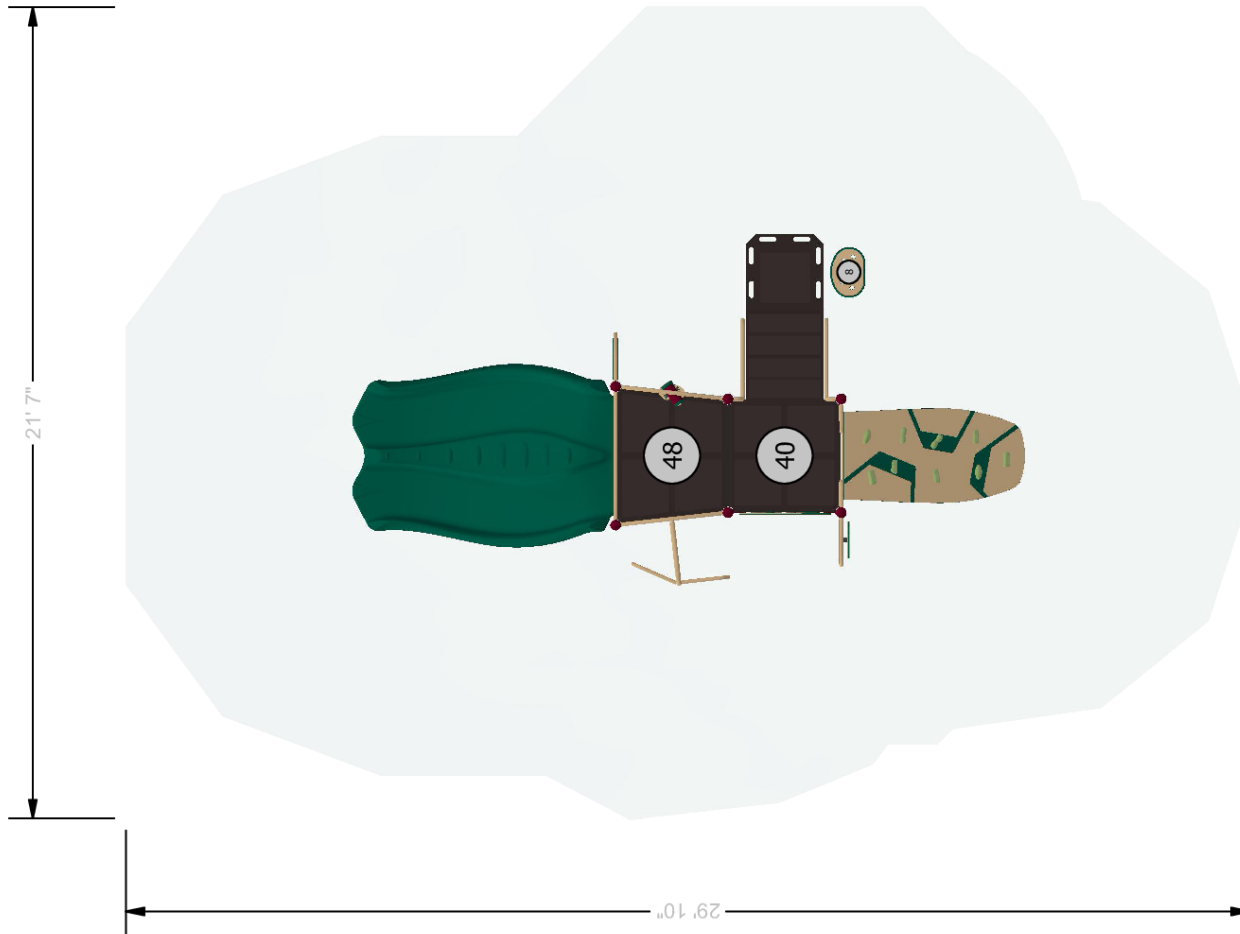
Burke
PLAY THAT MOVES YOU.

Ben Shaffer Recreation, Inc.
130-185479-1

Designer: John T. Uelmen

BCI BURKE COMPANY, LLC | PO BOX 549 FOND DU LAC, WI 54936-0549 | 920.921.9220 | BCIBURKE.COM

Warning: Accessible safety surfacing material is required beneath and around this equipment that is compliant with ASTM, CPSC, and ADAAG requirements.



OVERALL BOUNDING OF USE ZONES ***The space requirements shown here are to ASTM standards. Requirements for other standards may be different.

Area: 3192 sq.ft.
 Perimeter: 226.1 ft.
STRUCTURE SIZE: 11'x58' 3"
POST SIZE(S): 5, 5"

PLAYGROUND ACCESSIBILITY (Provided/Required)				
TOTAL EVENTS	ELEVATED EVENTS	TRANSFER ACCESSIBLE EVENTS	RAMP ACCESSIBLE EVENTS	TYPES OF GROUND EVENTS
21	13 / 7	13 / 0	0 / 0	8 / 4 6 / 3

The use and layout of play components identified in this plan conform to the CPSC guidelines. U.S. CPSC recommends the separation of age groups in playground layouts.

SERIES Synergy | Burke Basics

SITE PLAN VIEW

GROUP:
2 - 5 Structure -1

City Of Biddeford
Biddeford, ME 04005-3277

05/20/2024

DESIGNED FOR AGES:
2 to 5

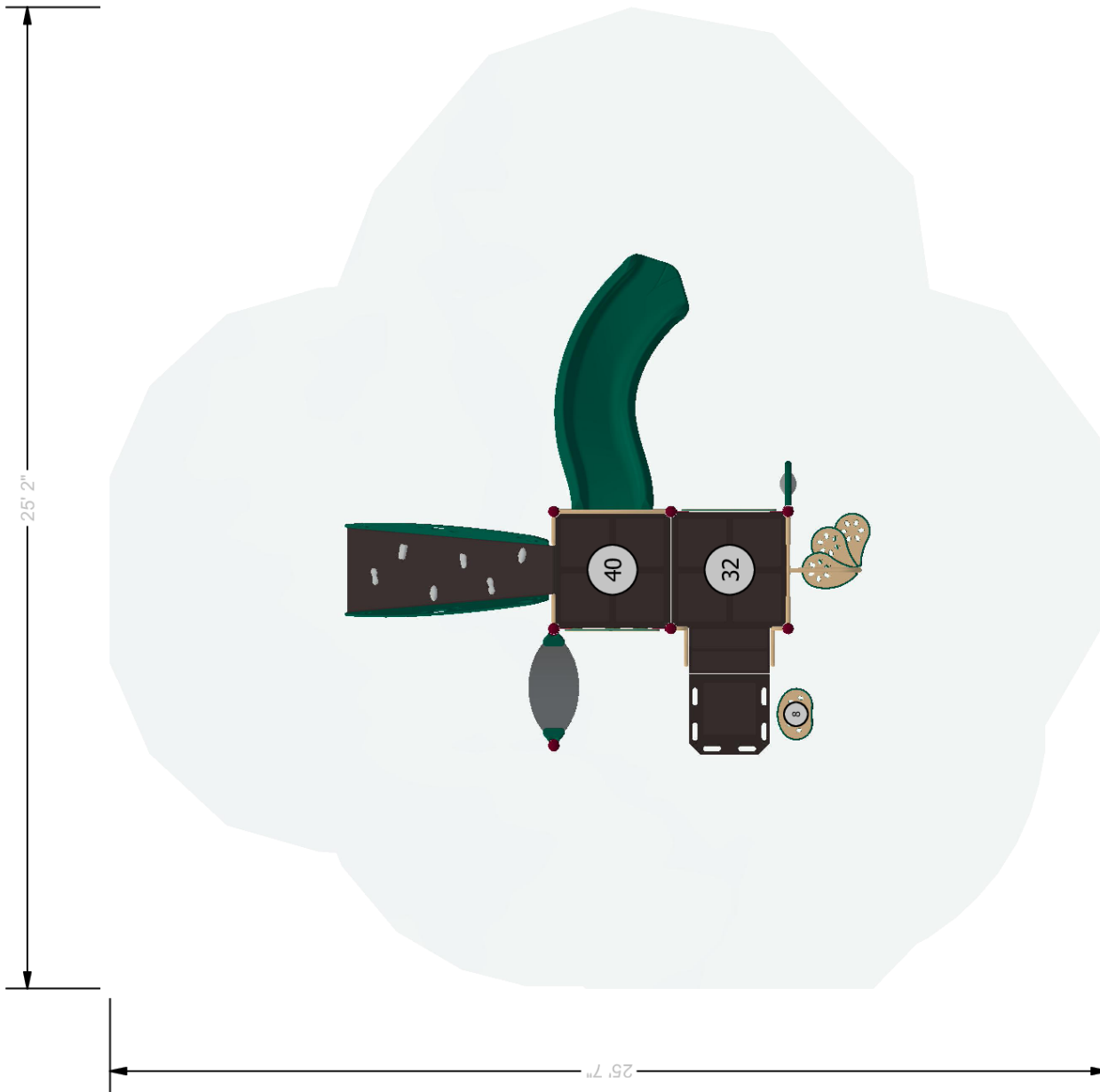
Burke
PLAY THAT MOVES YOU.

Ben Shaffer Recreation, Inc.
130-185479-1

Designer: John T. Uelmen

BCI BURKE COMPANY, LLC | PO BOX 549 FOND DU LAC, WI 54936-0549 | 920.921.9220 | BCIBURKE.COM

Warning: Accessible safety surfacing material is required beneath and around this equipment that is compliant with ASTM, CPSC, and ADAAG requirements.



The use and layout of play components identified in this plan conform to the CPSC guidelines. U.S. CPSC recommends the separation of age groups in playground layouts.

PLAYGROUND ACCESSIBILITY (Provided/Required)				
TOTAL EVENTS	ELEVATED EVENTS	TRANSFER ACCESSIBLE EVENTS	RAMP ACCESSIBLE EVENTS	TYPES OF GROUND EVENTS
21	13 / 7	13 / 0	0 / 0	8 / 4 6 / 3

OVERALL BOUNDING OF USE ZONES **The space requirements shown here are to ASTM standards. Requirements for other standards may be different.

Area: 3192 sq.ft.
Perimeter: 226.1 ft.
STRUCTURE SIZE: 11"x58' 3"
POST SIZE(S): 5, 5"

SERIES Synergy | Burke Basics

GROUP:
2 - 5 Structure - 2

DESIGNED FOR AGES:
2 to 5

City Of Biddeford
Biddeford, ME 04005-3277

Burke
PLAY THAT MOVES YOU.

SITE PLAN VIEW

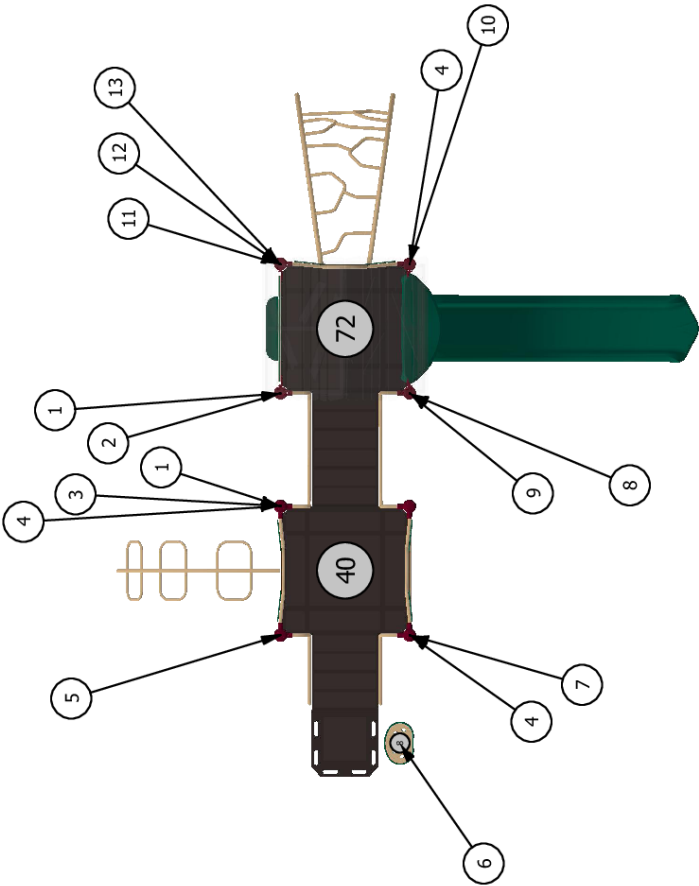
05/20/2024

Ben Shaffer Recreation, Inc.
130-185479-1
Designer: John T. Uelmen

BCI BURKE COMPANY, LLC | PO BOX 549 FOND DU LAC, WI 54936-0549 | 920.921.9220 | BCIBURKE.COM

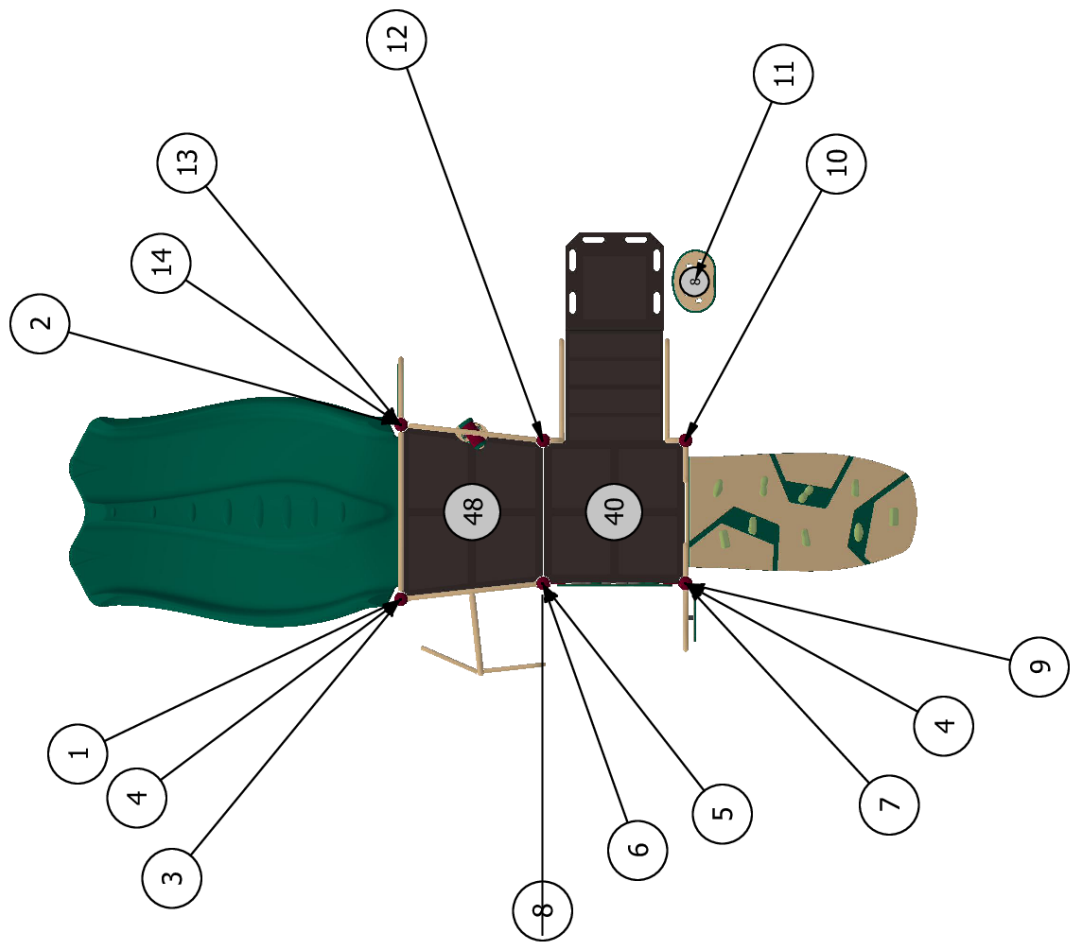
Warning: Accessible safety surfacing material is required beneath and around this equipment that is compliant with ASTM, CPSC, and ADAAG requirements.

ITEM	COMP.	DESCRIPTION
1	270-0130	SQUARE PLATFORM
2	370-0468	32" TRANSITION STAIR W/BARRIERS
3	370-0054	CENTPEDE CLIMBER 32" - 40"
4	270-0285	NP UNITARY ENCLOSURE
5	370-1658	TRANSFER STATION, HANDRAIL 40"
6	580-1364	LIL NOVO BEAN STEP
7	370-0861	TREE BRANCH CLIMBER 40"
8	470-0754	VELO SLIDE 64"-72", W/O HOOD
9	470-0967	SLIDE HOOD, LOW SIDE WALL
10	370-1682	BETA CLIMBER 64"-72"
11	570-0838	CLUBHOUSE COUNTER PANEL
12	570-1565	NP FULL BOARD PANEL W/SIGN
13	470-0625	CLUBHOUSE RETREAT ROOF



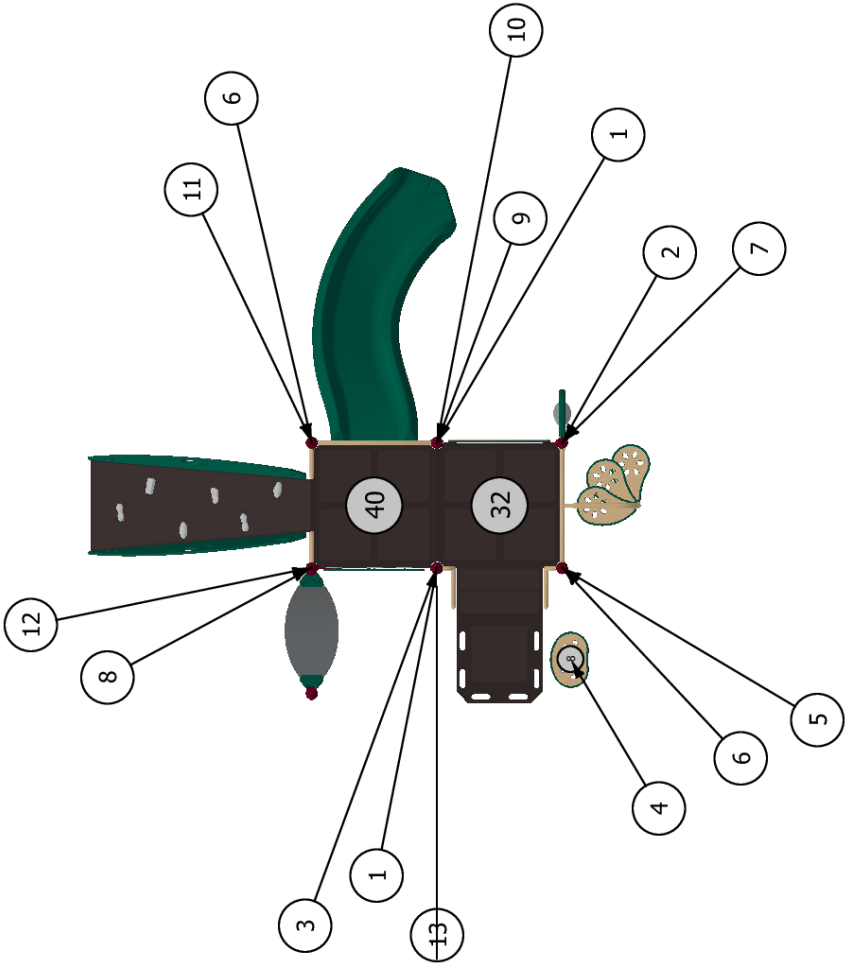
SERIES Nucleus Burke Basics		COMPONENT VIEW	
GROUP: 5 - 12 Structure		05/20/2024	
DESIGNED FOR AGES: 5 to 12		Ben Shaffer Recreation, Inc. 130-185479-1 Designer: John T. Uelmen	
City Of Biddeford Biddeford, ME 04005-3277			
BCI BURKE COMPANY, LLC PO BOX 549 FOND DU LAC, WI 54936-0549 920.921.9220 BCIBURKE.COM			

ITEM	COMP.	DESCRIPTION
1	290-0103	TRAPEZOID PLATFORM
2	590-0153	CHIMES CRESCENT PANEL, RIGHT
3	390-0143	32"-48" DOUBLE WING CLIMBER
4	290-0111	CLIMBER ENCLOSURE 2-5
5	290-0102	SQUARE PLATFORM
6	290-0101	8" CLOSURE PLATE
7	590-0140	SPINNER CRESCENT PANEL
8	590-0114	3-IN-A-ROW PANEL, 2-5 ABOVE PLATFORM
9	390-0223	ASCEND ROCK CLIMBER 32"-40"
10	390-0148	TRANSFER STATION, HANDRAIL 40"
11	580-1364	LIL NOVO BEAN STEP
12	590-0410	PIPE WALL W/ KALEIDOSCOPE
13	490-0137	LUGE SLIDE 48"-56"
14	490-0138	DOUBLE SLIDE SIT DOWN BAR

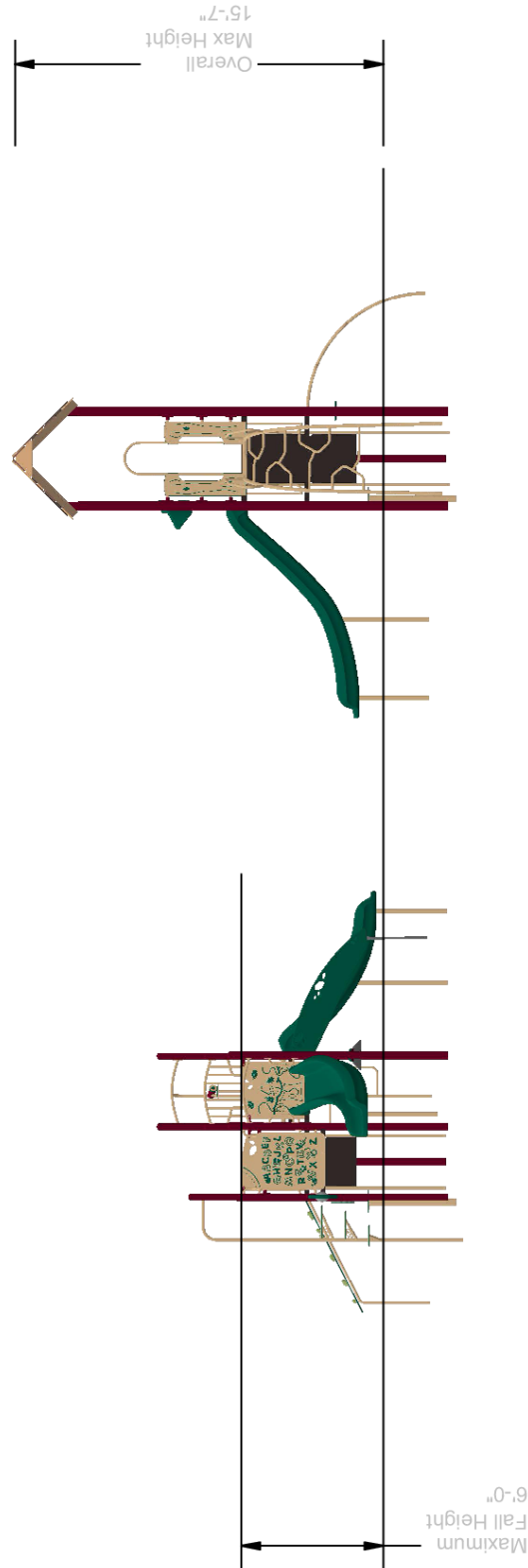


SERIES Synergy Burke Basics		COMPONENT VIEW
GROUP: 2 - 5 Structure -1	City Of Biddeford Biddeford, ME 04005-3277	05/20/2024 Ben Shaffer Recreation, Inc. 130-185479-1 Designer: John T. Uelmen
DESIGNED FOR AGES: 2 to 5		
BCI BURKE COMPANY, LLC PO BOX 549 FOND DU LAC, WI 54936-0549 920.921.9220 BCIBURKE.COM		

ITEM	COMP.	DESCRIPTION
1	290-0102	SQUARE PLATFORM
2	590-0101	BUBBLE MIRROR ACTIVITY PANEL
3	390-0147	TRANSFER STATION, HANDRAIL 32"
4	580-1364	LIL NOVO BEAN STEP
5	390-0284	PETAL STEP CLIMBER 32"
6	290-0111	CLIMBER ENCLOSURE 2-5
7	590-0158	ABC PANEL 2-SIDED 2-5, ABOVE PLATFORM
8	490-0189	HAMMOCK SEAT
9	490-0186	MONACO SLIDE, 32"-40"
10	490-0141	SLIDE SIT DOWN BAR
11	390-0306	ROCK CRAWL
12	590-0099	ACORN PANEL, 2-5 ABOVE PLATFORM
13	290-0101	8" CLOSURE PLATE



SERIES Synergy Burke Basics		COMPONENT VIEW	
GROUP: 2 - 5 Structure - 2		05/20/2024	
DESIGNED FOR AGES: 2 to 5		Ben Shaffer Recreation, Inc. 130-185479-1 Designer: John T. Uelmen	
City Of Biddeford Biddeford, ME 04005-3277			
BCI BURKE COMPANY, LLC PO BOX 549 FOND DU LAC, WI 54936-0549 920.921.9220 BCIBURKE.COM			



SERIES Synergy | Burke Basics | Nucleus

ELEVATION VIEW

GROUP:
5 - 12 Structure | 2 - 5 Structure - 1 | 2 - 5 Structure - 2

DESIGNED FOR AGES:
5 to 12, 2 to 5

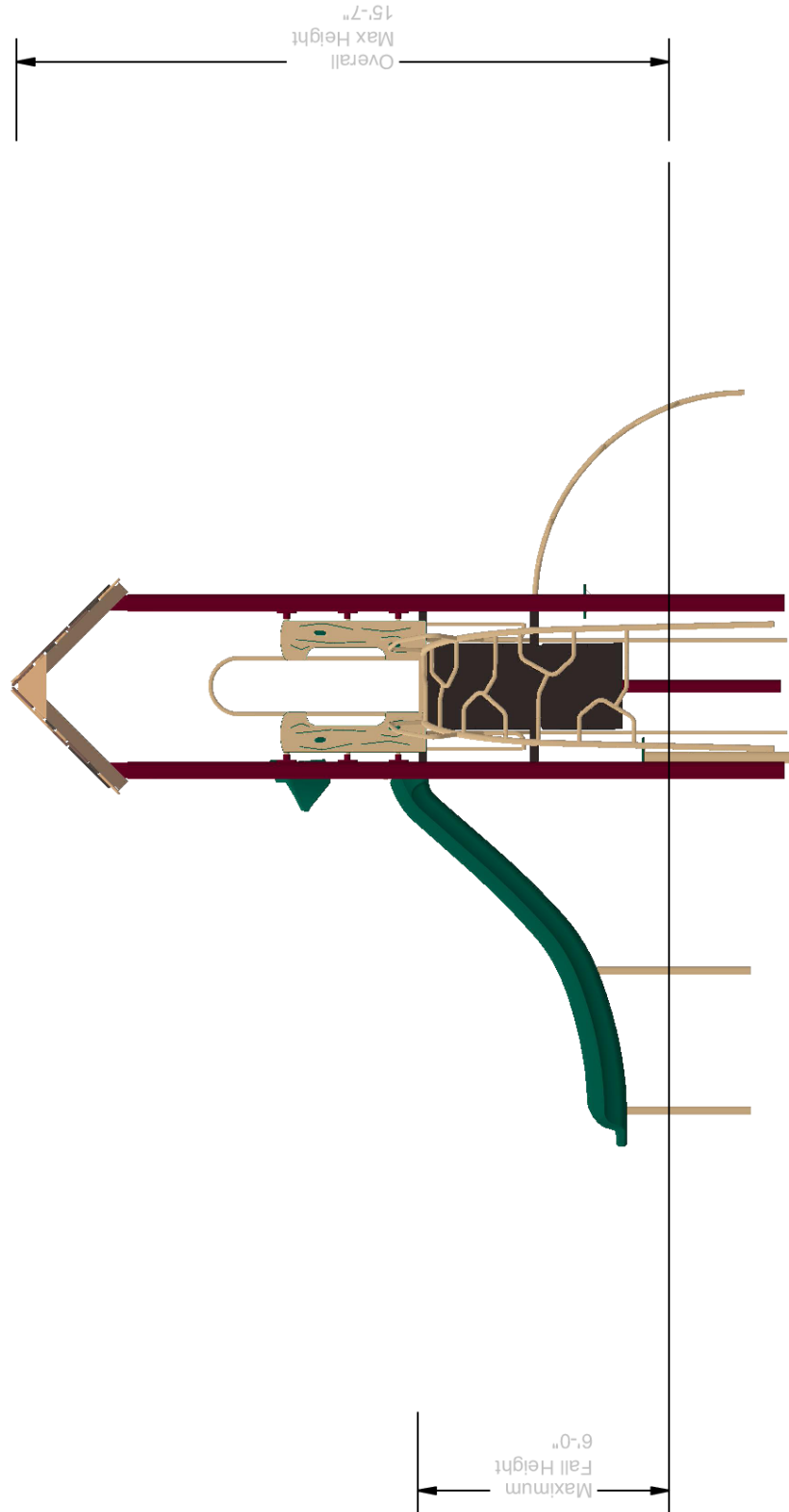
City Of Biddeford
Biddeford, ME 04005-3277



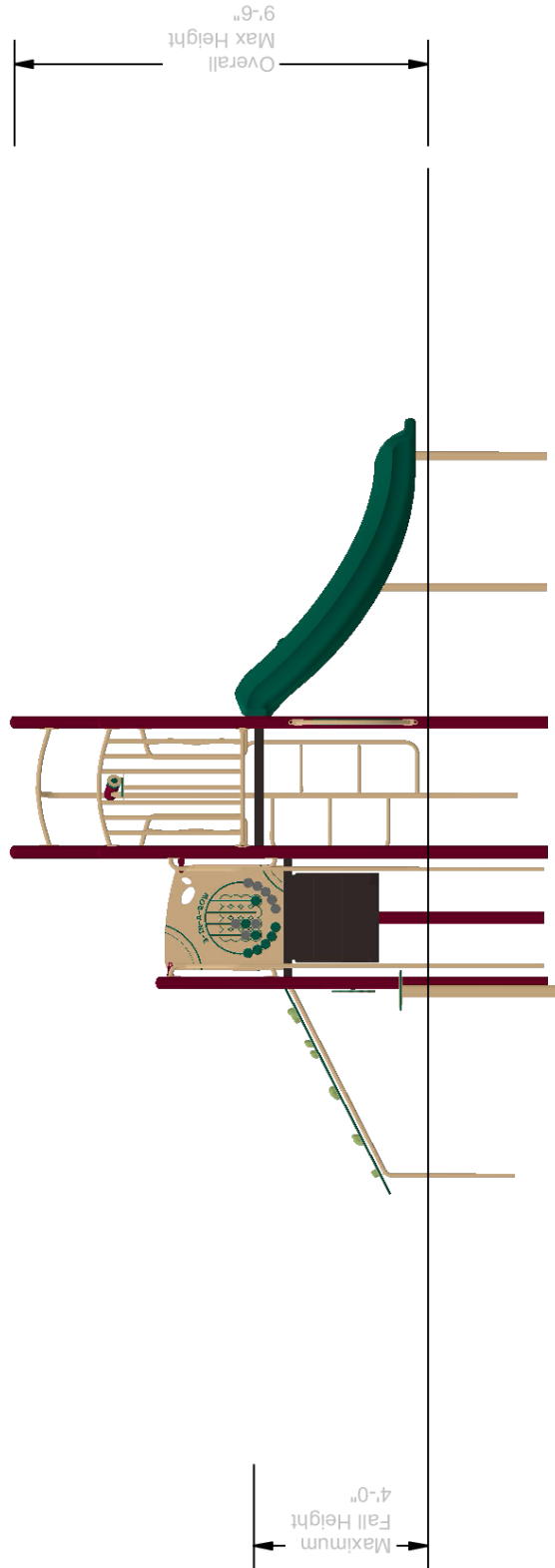
05/20/2024

Ben Shaffer Recreation, Inc.
130-185479-1

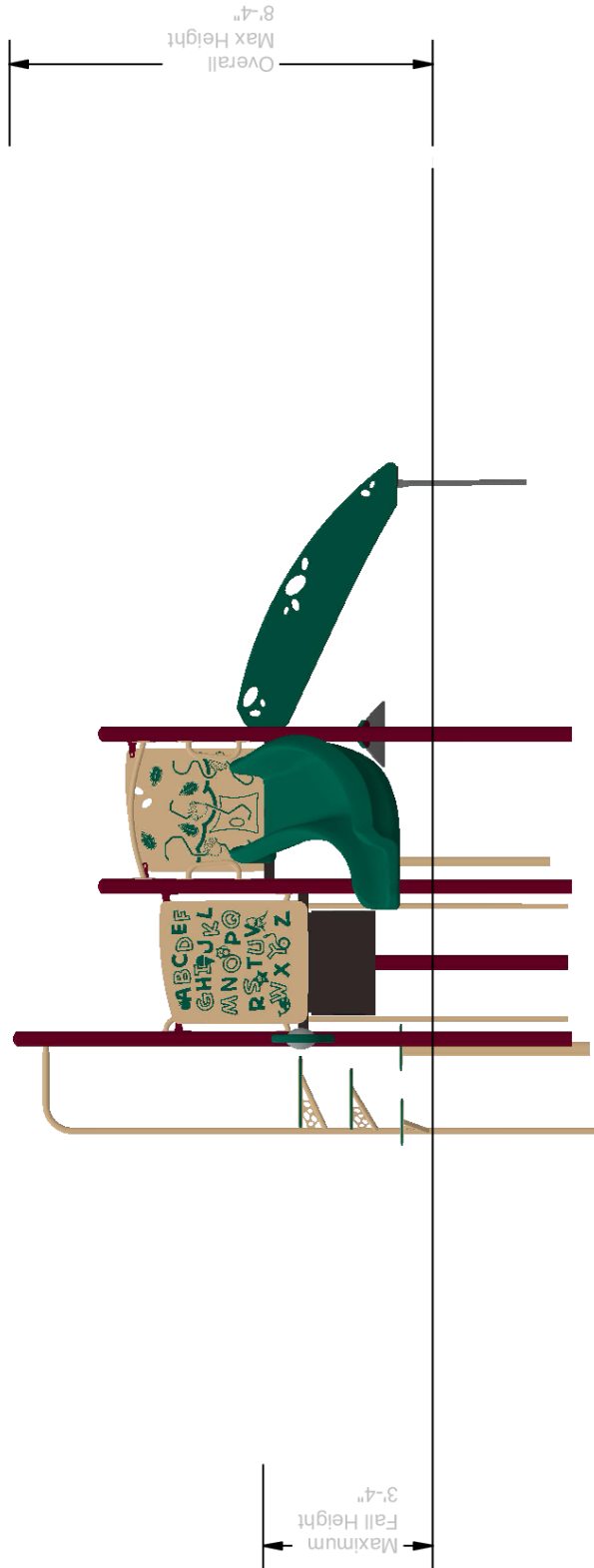
Designer: John T. Uelmen



SERIES Nucleus Burke Basics		ELEVATION VIEW
GROUP: 5 - 12 Structure	City Of Biddeford Biddeford, ME 04005-3277	05/20/2024 Ben Shaffer Recreation, Inc.
DESIGNED FOR AGES: 5 to 12		130-185479-1 Designer: John T. Uelmen
BCI BURKE COMPANY, LLC PO BOX 549 FOND DU LAC, WI 54936-0549 920.921.9220 BCIBURKE.COM		



SERIES Synergy Burke Basics		ELEVATION VIEW
GROUP: 2 - 5 Structure -1 DESIGNED FOR AGES: 2 to 5	City Of Biddeford Biddeford, ME 04005-3277 	05/20/2024 Ben Shaffer Recreation, Inc. 130-185479-1 Designer: John T. Uelmen
BCI BURKE COMPANY, LLC PO BOX 549 FOND DU LAC, WI 54936-0549 920.921.9220 BCIBURKE.COM		



SERIES Synergy | Burke Basics

ELEVATION VIEW

GROUP:
2 - 5 Structure - 2

City Of Biddeford
Biddeford, ME 04005-3277

05/20/2024

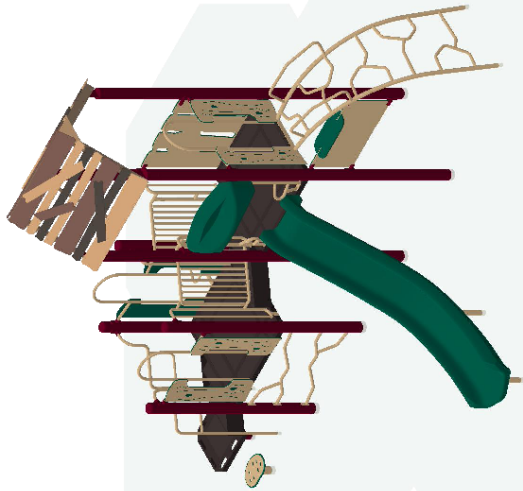
DESIGNED FOR AGES:
2 to 5

Ben Shaffer Recreation, Inc.
130-185479-1

Designer: John T. Uelmen

Burke
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SERIES Synergy | Burke Basics | Nucleus

ISOMETRIC VIEW

GROUP:

5 - 12 Structure | 2 - 5 Structure - 1 | 2 - 5 Structure - 2

DESIGNED FOR AGES:

5 to 12, 2 to 5

City Of Biddeford

Biddeford, ME 04005-3277

Burke
PLAY THAT MOVES YOU

05/20/2024

Ben Shaffer Recreation, Inc.

130-185479-1

Designer: John T. Uelmen

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SERIES Nucleus | Burke Basics

ISOMETRIC VIEW

GROUP:
5 - 12 Structure

City Of Biddeford
Biddeford, ME 04005-3277

05/20/2024

DESIGNED FOR AGES:
5 to 12

Ben Shaffer Recreation, Inc.
130-185479-1

Designer: John T. Uelmen

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SERIES Synergy | Burke Basics

ISOMETRIC VIEW

GROUP:
2 - 5 Structure -1

City Of Biddeford
Biddeford, ME 04005-3277

05/20/2024

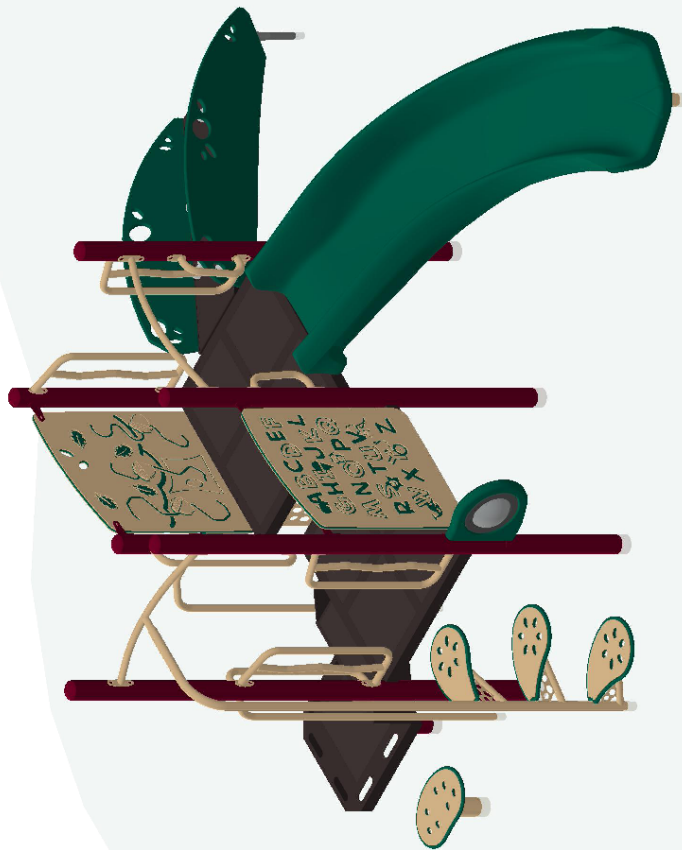
DESIGNED FOR AGES:
2 to 5

Ben Shaffer Recreation, Inc.
130-185479-1

Designer: John T. Uelmen

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SERIES Synergy | Burke Basics

ISOMETRIC VIEW

GROUP:
2 - 5 Structure - 2

City Of Biddeford
Biddeford, ME 04005-3277

05/20/2024

DESIGNED FOR AGES:
2 to 5

Ben Shaffer Recreation, Inc.
130-185479-1

Designer: John T. Uelmen

Burke
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The play components identified in this proposal are IPEMA certified. The use and layout of these components conform to the requirements of ASTM F1487. To verify product certification, visit www.ipema.org.



The space requirements shown in this proposal are to ASTM standards. Requirements for other standards may be different.

Component No.	Description	Qty	User Cap	Ext. User Cap	Weight	Ext. Weight
5 - 12 Structure						
Nucleus						
072-0500-116C	5" OD X 116" CAPPED POST	2	0	0	61	122
072-0500-132C	5" OD X 132" CAPPED POST	2	0	0	69	138
072-0502-188S	5" OD X 188" SWAGED POST	4	0	0	99	396
270-0130	SQUARE PLATFORM	2	6	12	106	212
270-0285	NP UNITARY ENCLOSURE	3	0	0	42	126
370-0054	CENTIPEDE CLIMBER 32" - 40"	1	2	2	35	35
370-0468	32" TRANSITION STAIR W/BARRIERS	1	3	3	215	215
370-0861	TREE BRANCH CLIMBER 40"	1	2	2	17	17
370-1658	TRANSFER STATION, HANDRAIL 40"	1	5	5	172	172
370-1682	BETA CLIMBER 64"-72"	1	3	3	57	57
470-0625	CLUBHOUSE RETREAT ROOF	1	0	0	182	182
470-0754	VELO SLIDE 64"-72", W/O HOOD	1	2	2	111	111
470-0967	SLIDE HOOD, LOW SIDE WALL	1	0	0	37	37
570-0838	CLUBHOUSE COUNTER PANEL	1	4	4	53	53
570-1565	NP FULL BOARD PANEL W/SIGN	1	0	0	50	50
600-0104	NPPS SUPERVISION SAFETY KIT	1	0	0	3	3
660-0103	MAINTENANCE KIT, STRUCTURE	1	0	0	7	7
660-0104	INSTALLATION KIT, STRUCTURE	1	0	0	5	5

5 - 12 Structure

Burke Basics

580-1364	LIL NOVO BEAN STEP	1	1	1	28	28
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Total User Capacity: 34
Total Weight: 1966 lbs.
Total Price: \$25,093

2 - 5 Structure - 2

Synergy

072-0300-103C	3 1/2" OD X 103" CAPPED POST	1	0	0	38	38
072-0300-107C	3 1/2" OD X 107" CAPPED POST	1	0	0	40	40
072-0300-111C	3 1/2" OD X 111" CAPPED POST	2	0	0	41	82
072-0300-131C	3 1/2" OD X 131" CAPPED POST	2	0	0	48	96
072-0300-55C	3 1/2" OD X 55" CAPPED POST	1	0	0	21	21
290-0101	8" CLOSURE PLATE	1	0	0	5	5

290-0102	SQUARE PLATFORM	2	4	8	59	118
290-0111	CLIMBER ENCLOSURE 2-5	2	0	0	17	34
390-0147	TRANSFER STATION, HANDRAIL 32"	1	4	4	134	134
390-0284	PETAL STEP CLIMBER 32"	1	2	2	43	43
390-0306	ROCK CRAWL	1	2	2	134	134
490-0141	SLIDE SIT DOWN BAR	1	0	0	5	5
490-0186	MONACO SLIDE, 32"-40"	1	2	2	76	76
490-0189	HAMMOCK SEAT	1	1	1	18	18
590-0099	ACORN PANEL, 2-5 ABOVE PLATFORM	1	2	2	26	26
590-0101	BUBBLE MIRROR ACTIVITY PANEL	1	2	2	7	7
590-0158	ABC PANEL 2-SIDED 2-5, ABOVE ...	1	2	2	25	25

2 - 5 Structure - 2

Burke Basics

580-1364	LIL NOVO BEAN STEP	1	1	1	28	28
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Total User Capacity: 26
Total Weight: 930 lbs.
Total Price: \$14,259

2 - 5 Structure - 1

Synergy

072-0300-107C	3 1/2" OD X 107" CAPPED POST	2	0	0	40	80
072-0300-123C	3 1/2" OD X 123" CAPPED POST	2	0	0	45	90
072-0300-147C	3 1/2" OD X 147" CAPPED POST	2	0	0	54	108
290-0101	8" CLOSURE PLATE	1	0	0	5	5
290-0102	SQUARE PLATFORM	1	4	4	59	59
290-0103	TRAPEZOID PLATFORM	1	4	4	64	64
290-0111	CLIMBER ENCLOSURE 2-5	2	0	0	17	34
390-0143	32"-48" DOUBLE WING CLIMBER	1	2	2	40	40
390-0148	TRANSFER STATION, HANDRAIL 40"	1	5	5	175	175
390-0223	ASCEND ROCK CLIMBER 32"-40"	1	2	2	81	81
490-0137	LUGE SLIDE 48"-56"	1	4	4	168	168
490-0138	DOUBLE SLIDE SIT DOWN BAR	1	0	0	6	6
590-0114	3-IN-A-ROW PANEL, 2-5 ABOVE P...	1	2	2	27	27
590-0140	SPINNER CRESCENT PANEL	1	1	1	17	17
590-0153	CHIMES CRESCENT PANEL, RIGHT	1	1	1	17	17
590-0410	PIPE WALL W/ KALEIDOSCOPE	1	1	1	44	44

2 - 5 Structure - 1

Burke Basics

580-1364	LIL NOVO BEAN STEP	1	1	1	28	28
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Total User Capacity: 27
Total Weight: 1043 lbs.
Total Price: \$15,608

Special Notes:

Prices do not include freight, unloading, material storage, site excavation/preparation, removal of existing equipment, removal of excess soil from footing holes, site security, safety surfacing, installation, or sales tax (if applicable). Prices are based on standard colors per CURRENT YEAR BCI Burke Catalog. Custom colors, where available, would be an extra charge. **Pricing is valid for 30 days from the date of this proposal.**

COLOR SELECTION LIST | Default Color Option

GROUP 1 (2 - 5 Structure - 2)

Deck: Brown
Post: Burgundy
Plastic: Green
Acc: Tan
Panel: Tan-Green-Tan
Flat: Green

GROUP 2 (2 - 5 Structure - 1)

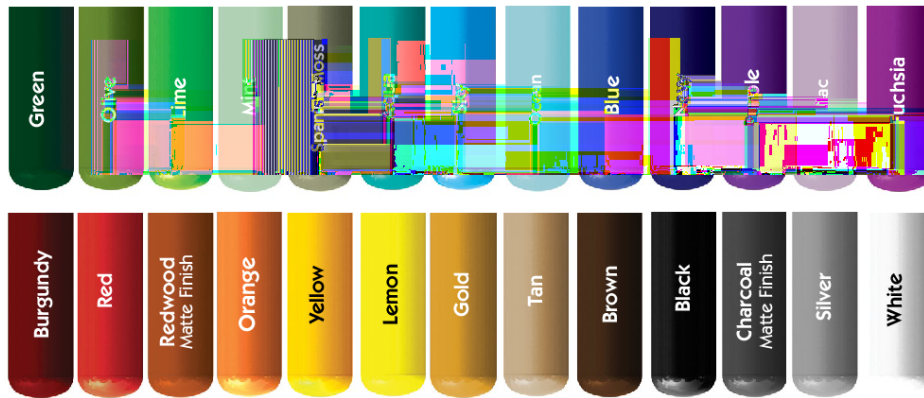
Deck: Brown
Post: Burgundy
Flat: Green
Acc: Tan
Panel: Tan-Green-Tan
Plastic: Green

GROUP 3 (5 - 12 Structure)

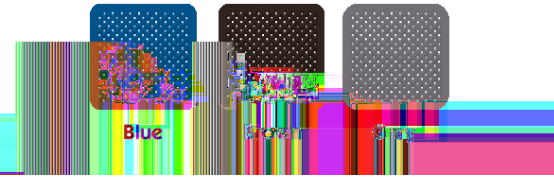
Deck: Brown
Post: Burgundy
Acc: Tan
Panel: Tan-Green-Tan
Plastic: Green
Flat: Green

COLORS THAT MOVE YOU

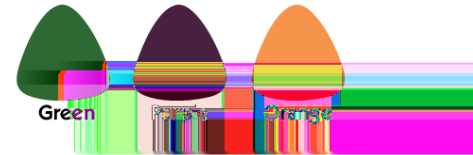
POWDER COAT PAINT



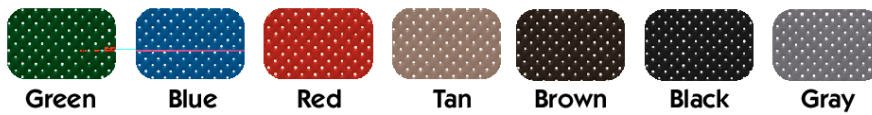
PLATFORMS



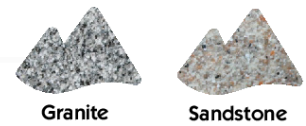
SOLIS HUE TOPPERS



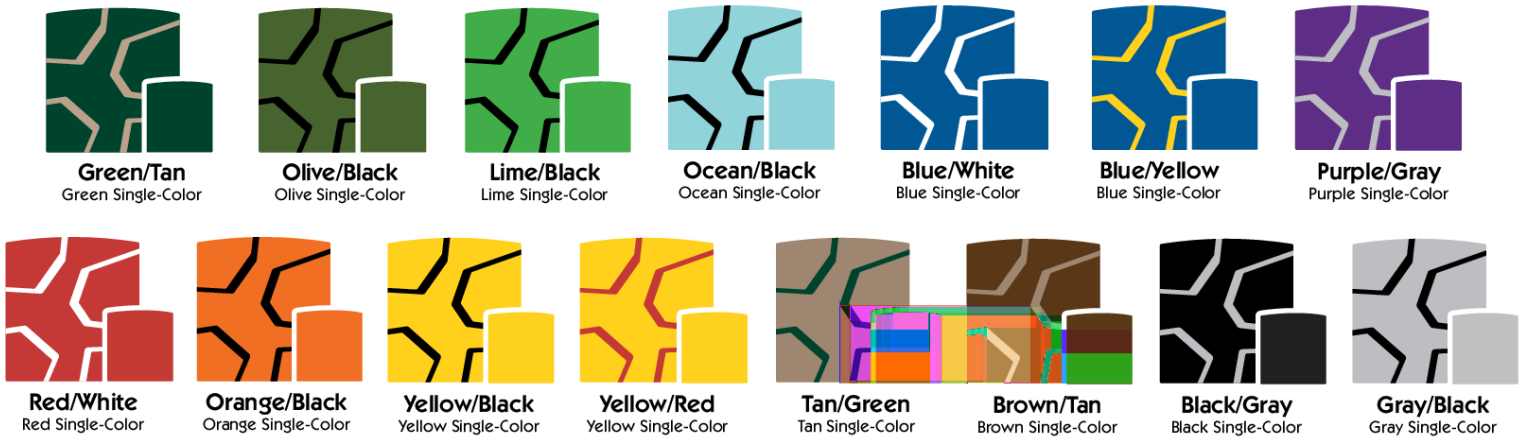
TRADITIONAL SERIES SITE AMENITIES



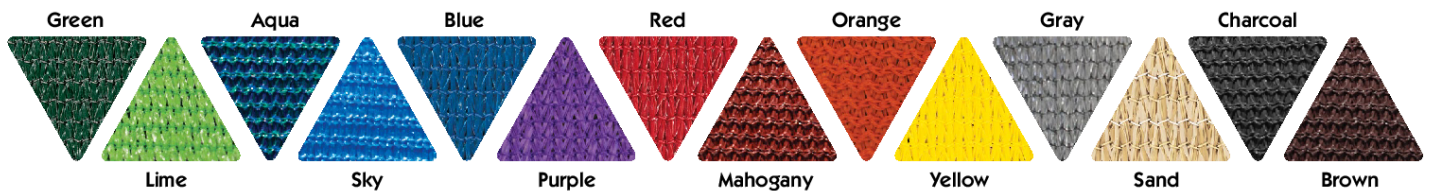
ROCKIT CLIMBERS



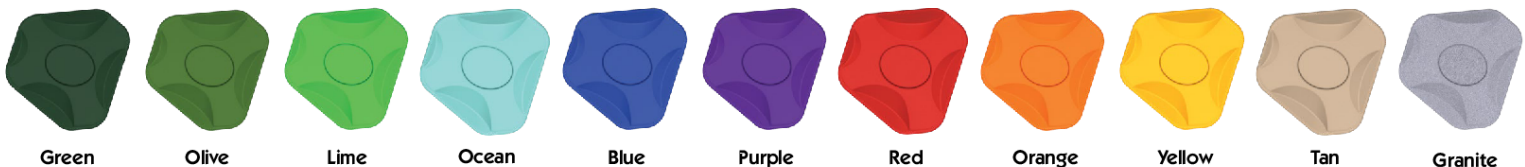
HDPE PLASTIC PANELS



SHADE CANOPIES



ROTOMOLD PLASTIC



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BCIBURKE.COM

Burke

800.266.1250

BURKE GENERATIONS WARRANTY®

BCI Burke Company, LLC ("Burke") warrants that all standard products are warranted to be free from defects in materials and workmanship, under normal use and service, for a period of one (1) year from the date of shipment.

We stand behind our products.

In addition, the following products are warranted, under normal use and service from the date of shipment as follows:

- One Hundred (100) Year Limited Warranty on aluminum and steel upright posts (including Nucleus®, Nucleus Evolution®, Nucleus Aspire™, Intensity®, Level X®, Synergy®, Synergy Imagination® & 4Me® against structural failure due to corrosion, deterioration or workmanship.
- One Hundred (100) Year Limited Warranty on KoreKconnect® clamps against structural failure due to corrosion, deterioration or workmanship.
- One Hundred (100) Year Limited Warranty on Hardware (nuts, bolts, washers)
- One Hundred (100) Year Limited Warranty on bolt-through fastening and clamp systems (Synergy®, Intensity®, Nucleus®).
- Twenty-Five (25) Year Limited Warranty on spring assemblies and aluminum cast animals.
- Fifteen (15) Year Limited Warranty on structure platforms and decks, metal roofs, table tops, bench tops, railings and barriers against structural failure due to materials or workmanship.
- Fifteen (15) Year Limited Warranty on all plastic components including StoneBorders against structural failure due to materials or workmanship.
- Ten (10) Year Limited Warranty on ShadePlay® Canopies fabric, threads, and cables against degradation, cracking or material breakdown resulting from ultra-violet exposure, natural deterioration or manufacturing defects. This warranty is limited to the design loads as stated in the specifications.
- Ten (10) Year Limited Warranty on NaturePlay® Boulders and GFRC products against structural failure due to natural deterioration or workmanship. Natural wear, which may occur with any concrete product with age, is excluded from this warranty.
- Ten (10) Year Limited Warranty on Full Color Custom Signage against manufacturing defects that cause delamination or degradation of the sign. Full Color Custom Signs also carry a two (2) year warranty against premature fading of the print and graphics on the signs.
- Five (5) Year Limited Warranty on Nucleus®, Intensity®, and RopeVenture® cables against premature wear due to natural deterioration or manufacturing defects. Determination of premature wear will be at the manufacturer's discretion.
- Five (5) Year Limited Warranty on rubber belt material against premature wear due to natural deterioration or manufacturing defects. Determination of premature wear will be at the manufacturer's discretion.
- Five (5) Year Limited Warranty on moving parts, including swing components, against structural failure due to materials or workmanship.
- Five (5) Year Limited Warranty on PlayEnsemble® cables and mallets against defects in materials and workmanship.
- Three (3) Year Limited Warranty on electronic panel speakers, sound chips and circuit boards against electronic failure caused by manufacturing defects.

The warranty stated above is valid only if the equipment is erected in conformity with the layout plan and/or installation instructions furnished by BCI Burke Company, LLC using approved parts; have been maintained and inspected in accordance with BCI Burke Company, LLC instructions. Burke's liability and your exclusive remedy hereunder will be limited to repair or replacement of those parts found in Burke's reasonable judgment to be defective. Any claim made within the above stated warranty periods must be made promptly after discovery of the defect. A part is covered only for the original warranty period of the applicable part. Replacement parts carry the applicable warranty from the date of shipment of the replacement from Burke. After the expiration of the warranty period, you must pay for all parts, transportation and service charges.

Burke reserves the right to accept or reject any claim in whole or in part. Burke will not accept the return of any product without its prior written approval. Burke will assume transportation charges for shipment of the returned product if it is returned in strict compliance with Burke's written instructions.

THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ANY OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IF THE FOREGOING DISCLAIMER OF ADDITIONAL WARRANTIES IS NOT GIVEN FULL FORCE AND EFFECT, ANY RESULTING ADDITIONAL WARRANTY SHALL BE LIMITED IN DURATION TO THE EXPRESS WARRANTIES AND BE OTHERWISE SUBJECT TO AND LIMITED BY THE TERMS OF BURKE'S PRODUCT WARRANTY. SOME STATES DO NOT ALLOW THE EXCLUSION OF CERTAIN IMPLIED WARRANTIES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

Warranty Exclusions: The above stated warranties do not cover: "cosmetic" defects, such as scratches, dents, marring, or fading; damage due to incorrect installation, vandalism, misuse, accident, wear and tear from normal use, exposure to extreme weather; immersion in salt or chlorine water, unauthorized repair or modification, abnormal use, lack of maintenance, or other cause not within Burke's control; and

Limitation of Remedies: Burke is not liable for consequential or incidental damages, including but not limited to labor costs or lost profits resulting from the use of or inability to use the products or from the products being incorporated in or becoming a component of any other product. If, after a reasonable number of repeated efforts, Burke is unable to repair or replace a defective or nonconforming product, Burke shall have the option to accept return of the product, or part thereof, if such does not substantially impair its value, and return the purchase price as the buyer's entire and exclusive remedy. Without limiting the generality of the foregoing, Burke will not be responsible for labor costs involved in the removal of products or the installation of replacement products. Some states do not allow the exclusion of incidental damages, so the above exclusion may not apply to you.

The environment near a saltwater coast can be extremely corrosive. Some corrosion and/or deterioration is considered "normal wear" in this environment. Product installed within 500 yards of a saltwater shoreline will only be covered for half the period of the standard product warranty, up to a maximum of five years, for defects caused by corrosion. Products installed in direct contact with saltwater or that are subjected to salt spray are not covered by the standard warranty for any defects caused by corrosion.

Contact your local Burke Representative for warranty information regarding Burke Turf® and Burke Tile products.

Terms of Sale

Pricing: Prices published in this catalog are in USD, are approximate and do not include shipping & handling, surfacing, installation nor applicable taxes. All prices are subject to change without notice. Contact your Burke representative for current pricing. Payments are to be made in USD.

Weights: Weights are approximate and may vary with actual orders.

Installation: All equipment is shipped unassembled. For a list of factory-certified installers in your area, please contact your Burke representative.

Specifications: Product specifications in this catalog were correct at the time of publication. However, product improvements are ongoing at Burke, and we reserve the right to change or discontinue specifications without notice.

Loss or Damage in Transit: A signed bill of lading is our receipt from a carrier that our shipment to you was complete and in good condition upon arrival. Before you sign, please check the Bill of Lading carefully when the shipment arrives to make sure nothing is missing and there are no damages. Once the shipment leaves our plant, we are no longer responsible for any damage, loss or shortage.

For more information regarding the warranty, call Customer Service at 920-921-9220 or 1-800-356-2070.

01/2024



Ben Shaffer Recreation
P.O. Box 844
Lake Hopatcong NJ 07849 US

Proposal

TERMS

REP

DATE

Proposal #

Ryan
Tumminello

5/30/2024

4765

BILL TO

Biddeford Recreation
Department
Lisa Thompson
189 alfred st
biddeford ME 04005

SHIP TO

CONTACT

Lisa Thompson

ITEM# / DESCRIPTION	VENDOR	QTY	RATE	AMOUNT
PROJECT 130-185479-1	BCI Burke Company, LLC	1.00	\$54,960.00	\$54,960.00
INSTALL Proposal includes 3 structures, one to be constructed at each of three sites in Biddeford. Each structure shall be assigned to a site for installation prior to KMA arrival Quote does not include demolition of existing structures, excavation. Quote is for installation ONLY at the 3 schools BCI Burke to deliver to one site and KMA to offload if coordinated with delivery KMA to transport equipment from delivery at the first school to each of the two other schools Layout and finish grade to be determined at each site prior to installation Installation according to plans,specifications and installation instructions Concrete by KMA All shipping debris and debris generated from installation to be disposed of in on site dumpsters provided by others		1.00	\$32,500.00	\$32,500.00
PROJECT 125 Yards Wood Fiber Delivered		1.00	\$4,000.00	\$4,000.00
FREIGHT Freight		1.00	\$4,400.00	\$4,400.00

\$95,860.00

Prices are honored for 30 days from date of quote.

Approximate delivery time is 5-7 weeks after receipt of order. When placing your order, kindly advise whom the trucker should notify to schedule delivery. The trucker will make one contact and that person must inform any other parties to coordinate delivery.

Please make your check payable to "Ben Shaffer Recreation Inc." Prices are honored for 30 days from date of quote.

Standard colors and finish are quoted unless noted. Final count is the responsibility of the contractor/purchaser. Note that assembly/installation is NOT provided. Sales Tax will be added if applicable.



Ben Shaffer Recreation
P.O. Box 844
Lake Hopatcong NJ 07849 US

Proposal

TERMS

REP

DATE

Proposal #

Ryan
Tumminello

5/30/2024

4765

Ryan Tumminello
Ben Shaffer Recreation Inc.

Recreation Consultant
Ryan@BenShaffer.com
P: 201-874-3221

If you agree to the terms set forth in this proposal, please fill out name, signature, and date to confirm approval:

Estimate Approved By _____

Signature _____

Date _____

P.O. Number _____

Trucker Contact _____ Trucker Phone _____

Ship To Address _____

Conditions of Installation

RE: _____

Installations of equipment are subject to the following conditions and/or exclusions. Unless otherwise specifically included in the accompanying quote, Ben Shaffer Recreation and its contracted installers are not responsible for the following. If non-included services are needed, additional charges will apply and be billed at the contract cost:

- Unforeseen obstructions (such as in sub-surface) resulting in delayed installation or additional removal fees (rock, pipes, old building or site debris, hidden borders, oversized footings or other items that may be discovered during the excavation and removal process)
- Accepting delivery and/or checking materials
- Storage/security of materials at jobsite
- Relocation or transport of materials to jobsite
- Site preparation (grading, drainage, etc.)
- Finish work to site area (borders, protective surfacing)
- Removal/ Disposal of existing equipment
- Off-site disposal of shipping materials (cardboard, crating, etc.). Shipping materials will be neatly stacked on site, or placed in an on-site dumpster provided by site owner/manager.
- Equipment not included as part of original project number
- Any permits or clearance by utility companies and/or local building departments if applicable • Site security for rubber safety surface installation provided by others.
- If there are no on-site provisions for disposition of excavated footing materials (i.e. soil, blacktop, rocks, etc.)

NOTE: You should contact your utility companies directly to clear the area for all utilities prior to ordering equipment. Any necessary changes in equipment or layout can then be done prior to start of construction. You must indicate that the mark-out is for survey only. Customer is responsible for locating any privately owned utilities. We cannot be responsible for any damage to water, gas or other utilities as a result of owner's failure to clear underground plans.

If finish work is being done by installer (borders, protective surfacing), direct access for delivery trucks must be provided.

If site is to be graded or leveled, this must be coordinated and approved by installer to ensure adequate anchorage for structure.

The owner shall hold Ben Shaffer Recreation harmless in the event of injury due to lack of, or insufficient, resilient surface.

Sharp objects (i.e., sports spikes, heeled shoes, etc.) will damage rubber surface and void surface warranties

Ben Shaffer Recreation and its sub-contractors are in no way responsible for any issues associated with product design, manufacturing defect, lack of resilient surfacing or maintenance thereof.

I have read, understood, and agree to the above conditions.

Signed: _____ Print Name: _____ Date: _____

Please sign/save and email to sales@benshaffer.com; or print and fax to 973-663-4615.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/30/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER  THOMAS A. ZIEGENBALG, AGENT 1489 UNION VALLEY RD. WEST MILFORD, NJ 07480	CONTACT NAME: THOMAS A. ZIEGENBALG PHONE (A/C, No, Ext): 973-728-9169 FAX (A/C, No): 973-728-3757 E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: State Farm Fire and Casualty Company INSURER B: State Farm Indemnity Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:	NAIC # 25143 43796
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COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG \$ \$ \$ \$ \$ \$
B	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY	X		119 5905-A01-30 -001	01/01/2024	07/01/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) \$ \$ 1,000,000 \$ 1,000,000 \$ 1,000,000
	UMBRELLA LIAB EXCESS LIAB ☐ OCCUR ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE AGGREGATE \$ \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N ☒ N	N / A	90-CR-E726-7	06/26/2023	06/26/2024	☒ PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT \$ 1,000,000 \$ 1,000,000 \$ 1,000,000
A	EMPLOYMENT PRACTICES LIABILITY INSURANCE - EPLI			PS0000006546403	05/27/2023	05/27/2024	LIABILITY \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Thomas A. Ziegenbalg

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With 100+ years of service to the residents of New Jersey and recently Northern New England, Ben Shaffer Recreation has become a trusted partner to specifiers, community leaders and maintenance personnel that put a high value on quality, design, and service. In partnership with manufacturers that share our high standards, we are committed to bringing your concept to reality. Let us take your dreams, design your concept, and deliver your project complete and correct for many years of joy and pride at your facility.

Anticipated lead times are 6-9 weeks

Carrie Ricker School

Litchfield ME

Jon Varney (207-480-0659)



Erica Rogers (603-948-3627)

Elizabeth Fernald Park

Farmington NH



Eric Hilton (207-286-7343)

Town Of Chesterville ME





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/30/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Cooper Risk Advisors, LLC 904 N Main St Lapel IN 46051	CONTACT NAME: Bill Hodgkins PHONE (A/C, No, Ext): 321-214-1990 E-MAIL ADDRESS: billh@cooperindiana.com	FAX (A/C, No): 765-534-2067
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Cincinnati Specialty Un Ins Co		13037
INSURER B : Evanston Insurance Company		35378
INSURER C : Cincinnati Insurance Co		10677
INSURER D :		
INSURER E :		
INSURER F :		

COVERAGES **CERTIFICATE NUMBER:** 1178058907 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC ☐ OTHER:			CSU0153147	7/1/2023	7/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☐ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 10,000			EZXS3054535	7/1/2023	7/1/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C	BPP			ENP0582781	7/1/2023	7/1/2024	Contents Deductible \$2,555 \$500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
For Information Purposes Only

CERTIFICATE HOLDER

CANCELLATION

For Information Purposes Only
USA

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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COLOR KEY

- BURGUNDY
- TAN
- GREEN
- TAN/GREEN



Community Build Logistics – Ultiplay

- UltiPlay will provide three site supervisors for the build. These site supers are there to ensure these items are installed to spec and everything complies with ASTM, CPSC and ADA guidelines. These community builds are typically done on a Friday and Saturday as volunteers can be hard to come by on weekdays. We leave Sunday open for a weather date or if we are delayed at all in the build.
- The town will be responsible for organizing volunteers, the required equipment (skid or tractor), site prep (guided by UltiPlay before the build dates), and materials on site (concrete and ewf). UltiPlay can provide these things at an additional charge. We like to do two shifts on Friday and Saturday from 8am to noon and noon to approximately 4- 5pm. UltiPlay supervisors will arrive on site at 7am Friday to begin layout of equipment and staging job sites for volunteers. Delivery will be scheduled for Friday morning at 8am.
- Prior to the build we will have multiple site meetings to ensure they have enough volunteers, have the right equipment and materials and everything is buttoned up for our build.
- The schedule could look like this:

Mon-Thurs Clifford park Earthscape installation (Ultiplay). During that time UltiPlay staff or Chris Martin and I can meet with town volunteers to remove Rotary Park equipment and stage for the Beach community build.

Friday - Two site supervisors and Chris Martin stay to lead the community build Friday and Saturday.

Possible groups for Community Build – one or a combination of the following:

- New Life Church
- Rec. Dept. Sponsored Event- Community Build Day at the Beach
- UNE Clubs and students
- Center for Technology students
- Girls Scouts, Boy Scouts

Based on what the city will be responsible for, there will be some skilled labor from Public Works needed.



Finance Committee

Meeting Date: June 18, 2024
Meeting Time: 5:00 PM
Agenda Item No: 4.d
Item Description: Approval to Contract with Maine Water for Sewer Billing
Submitted By: Brian S. Phinney

Supporting Information/Documentation:

20240618 Maine Water Billing Agreement - DRAFT

Key Terms:

N/A

Executive Summary:

This item, if approved, authorizes the City Manager to enter into an agreement with Maine Water for outsourcing sewer billing services. Outsourcing sewer billing to Maine Water is intended to eliminate the complexity of the current billing process and provide more administrative capacity within the Finance Department. The services currently provided through BillTrust will be terminated in exchange for services provided by Maine Water. The net budget impacted is expected to be approximately \$65,960. Implementation may take as long as 6-months.

Detailed Review:

For the past several years the City has outsourced bill preparation and mailing of sewer bills to BillTrust. This same company performs a similar function for property tax billing.

The sewer billing process has proven to be very complicated with frequent errors requiring significant staff time preparing data and addressing errors post billing. The current process involves receipt of water use data from Maine Water, conversion of the data into a Munis format, verification that conversion was complete, conversion of data to BillTrust format, sending the billing file to BillTrust, review of a BillTrust return file, and authorization for BillTrust to finalize and issue the sewer bills. The cost for this service has averaged \$21,055/yr since FY2019.

In discussions with Maine Water, the provider of our flow data for sewer billing, they provide sewer billing services to municipalities; Saco being one such community that utilizes their

services. Saco staff reports a very efficient process. They are very satisfied with the services Maine Water offers and there is a very low rate of errors.

Maine Water prepared a service contract for evaluation. The contract specifies a set \$4.75 per bill issued. At this rate, and assuming the current number of monthly and quarterly bills, the estimated expense for Biddeford would be \$87,015/yr plus a onetime expense of approximately \$16,000 for history transfer and system set up. The setup cost is an estimate by Maine Water utilizing their system provider. Maine Water is not requiring the use of their provider. The setup price was included in the proposal for budgeting purposes. This expense would be offset by the current BillTrust average annual cost of \$21,055/yr resulting in a net expense of approximately \$81,960 in year one and \$65,960 moving forward. This impact could be further reduced by consolidating the sewer billing frequency to quarterly-only. This will reduce the overall number of sewer bills and result in reducing the net impact in future years to approximately \$49,860. Converting the sewer billing frequency to quarterly-only would ultimately be a policy decision. However, this option is being noted since it would reduce the overall cost of sewer billing by reducing the overall number of sewer bills issued.

Maine Water reports that their provider's current schedule for new client conversion and setup is approximately 6-months. The City could reduce the \$16,000 setup estimate and shorten the implementation window by contracting with a vendor of our choosing that may be able to expedite the work.

Funding Source:

This project impacts two funds; Fund 601-Sewer Operations and Fund 001-General Fund. The impact on the Sewer Operations Fund is neutral. 601-Sewer Operations currently transfers \$211,474 (35102-60799) to the General Fund (24199-40801). This transfer is to cover administrative support by Finance including, but not limited to, sewer billing.

The General Fund will be impacted by an increase in expenses for outsourcing sewer billing since there is no staff reduction associated with the outsourcing. Specifically, the General Administration expense budget will increase by the cost of the outsourcing.

As this was not a budgeted item there is no line item for the expense. The added expense will be offset by a corresponding reduction in General Fund expenses over the course of FY25 and will be a budgeted item moving forward.

Staff Recommendation:

Staff recommends authorizing the City Manager to enter into an agreement with Maine Waste to outsource sewer billing.

CUSTOMER SERVICE AND BILLING AGREEMENT
Between
THE MAINE WATER COMPANY and THE CITY OF BIDDEFORD

This Customer Service and Billing Agreement (the “Agreement”) dated as of _____, is between the City of Biddeford (the “City”) whose address is 205 Main Street, Biddeford ME 04005, and Maine Water Company (MWC), whose address is 93 Industrial Park Rd., Saco, Maine 04072.

Whereas, The City is the owner of the Biddeford public wastewater system, and as it desires to hire MWC to perform certain duties on behalf of the City in accordance with the terms herein:

Whereas, Maine Water desires to accept such engagement upon the terms and conditions set forth, and

Whereas, the City is authorized by law to enter into this Agreement,

Now, therefore, in consideration of the promises and the mutual covenants contained herein, the parties agree to the following:

SECTION ONE-ENGAGEMENT SCOPE OF SERVICES

1.1 Routine Services-Beginning on _____, (the “effective date”), the City hereby engages Maine Water to provide, and Maine Water agrees to provide in accordance with the terms hereof, the following: preparation and mailing (either printed or in electronic format as requested by customer) of all the City’s Wastewater bills, which bills shall indicate the name of “City of Biddeford” on each, collection and processing of cash receipts, daily maintenance, and updating of customer records, reminder notices for non-payment, preparation of reports as needed, customer service support for all inquiries and lien research as needed.

The parties agree that wastewater bills are an obligation that is owed to the City. The wastewater bill payments will be sent to MWC, as Trustee for the City, at an address provided. MWC agrees to regularly and faithfully deposit all cash, checks, ach, debit or credit card receipts for wastewater bills into an interest bearing and federally insured bank account.

These services shall be provided by Maine Water at rates established in Section Three.

For so long as this contract is in effect, and not later than Wednesday of each week, MWC will electronically transfer to the City (per wiring instructions provided by the City) those payments received by it the immediately prior week. Each month, MWC will provide the City with a print out or electronic report of all bills paid, all bills outstanding, and all amounts collected and on hand.

1.2 Non-Routine Services- Any additional services not specifically outlined above will be provided by Maine Water at rates established in Section Three. Approval by the City will be required for all non-routine services.

1.3 Insurance Coverages-Maine Water will provide at all times during the terms of this agreement the following insurance coverages:

- (a) Workers' compensation insurance in compliance with the State of Maine statutes for Maine Water employees
- (b) General liability insurance coverage with a minimum combined single limit of \$2,000,000, and
- (c) Automobile liability insurance with a combined single coverage limit of \$500,000.

Maine Water shall name the City as an additional insured on the general liability coverage and will provide the City certificates of insurance as evidence of coverage, if requested.

1.4 Audit - At least once per year, and upon reasonable notice at all other times, MWC shall provide full access to, and accounting of, its collections activities and the segregated account set up hereunder, to the City Finance Director and/or to the City's independent auditors if the Finance Director directs, it being the intention of the Parties to assure full transparency in the collection and reporting of revenues.

SECTION TWO-RESPONSIBILITIES OF THE CITY OF BIDDEFORD

2.1 The City, and not MWC, shall be responsible for the operations and maintenance of the City Pollution Control Facilities and compliance with all required regulations and reporting. The City shall maintain in full force all easements, permits, licenses or other similar approvals and consents necessary to operate and maintain the wastewater system. No part of this agreement is intended to require, suggest or infer that MWC shall be responsible for any part of such operations and maintenance of the City's Wastewater Facilities.

2.2 The City shall be responsible for all capital expenditures required to maintain its Wastewater Facilities.

2.3 The City shall be responsible for all operating costs other than those not specifically mentioned under Routine Services above.

2.4 The City shall provide MWC access to the wastewater operator, wastewater records and systems as needed and required to fulfill the Routine Services outlined above.

2.5 The City will maintain in full force and effect property, workers compensation and liability insurance pertaining to the wastewater system.

2.6 Each party acknowledges that the other party's ability to effectively carry out its obligations under this agreement depends in large part upon the cooperation and prompt and timely fulfillment of each party's obligation hereunder. Each party hereby agrees that it shall execute documents and take such actions at such times and in such manner so as to enable the other party to perform its obligations hereunder.

SECTION THREE-COMPENSATION

3.1 Routine Services-As compensation for all services rendered pursuant to Section 1.1 above, including postage and all billing supplies, MWC shall bill the City on a monthly basis, commencing with the effective date at a rate of \$4.75 per wastewater bill issued. Additionally, upon completion of the initial start-up of the billing system, MWC will bill the City the actual costs of initial set up and conversion charges by Northern Data Systems and OSG, estimated to be no more than \$16,000.

3.2 Non-Routine Services –Costs for non-routine utility services provided by MWC pursuant to Section 1.2 above shall be paid by the City to MWC on a time and expense basis using the labor and materials and supplies rates. Labor rates will be charged as established annually.

3.3 Materials, Supplies, and Subcontractors- Materials, supplies, and services purchased through MWC, other than routine billing supplies and postage, will be billed to the City at actual cost plus a 10% fee. Maine Water agrees to pass on to the City any discounts on materials, supplies, and subcontractors received by Maine Water.

3.4 Payment Terms-Maine Water's invoices for services rendered hereunder and for reimbursement of amounts expended shall be due and payable by the City within 30 days of the invoice date. All past due amounts shall bear interest after the due date at the rate of one and one-half percent (1.5%) per month.

SECTION FOUR-TERM OF AGREEMENT AND TERMINATION

4.1 Term- This agreement shall remain in effect for one year from the effective date, and may be extended for additional terms as mutually agreed upon by Maine Water and the City, subject to price adjustments.

4.2 Termination- In the event of a default by either party, the nondefaulting party may terminate this agreement on thirty (30) days written notice to the defaulting party, except that this agreement shall not be terminated if the defaulting party cures the default during the thirty (30) day written notification period. Either party may terminate the contract upon one year's advance written notice.

4.3 Authority-The City and MWC warrant and represent that each has the authority to enter into this Agreement. The City warrants that it has appropriate funds available for payment to MWC required by the Agreement.

4.4 Force Majeure-If because of any act of occurrence beyond the reasonable control of either party, including, without limitations, acts of God, legislation or lawful regulations of any governmental body, court ordered, fire, flood, explosion, strikes, labor disputes or shortages, wars or civil commotion, either party is prevented from performing any or all of its obligations hereunder, and if the party unable to perform gives prompt notice to the other party of such force majeure, then such party unable to perform shall be required to resume performance of its

obligations under this Agreement only upon termination of the aforementioned force majeure and any time or date limitation shall be extended to the extent such party is so prevented.

4.5 Modifications and Amendments- This Agreement may not be modified or amended and no provision hereof shall be waived except in writing and signed by both parties.

4.6 Dispute Resolution. If the Parties have a disagreement or dispute arising from this Agreement and the services provided herein, each agrees to first attempt to resolve such dispute via mediation before filing suit. The Parties agree in advance that they shall mediate their dispute in Portland Maine before a mutually selected practicing mediator or practicing attorney such mediation to last at least one half day. Only if such mediation fails, may one or the other initiate a lawsuit against the other. All fees for mediation shall be split, except each shall pay their own costs for counsel.

IN WITNESS WHEREOF, the Maine Water Company by its duly authorized officer, and the City, by its duly authorized City Manager, have executed this Agreement as of the date and year written on page one.

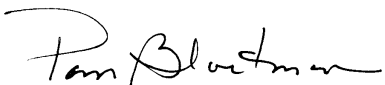
WITNESS:

CITY OF BIDDEFORD

James Bennett
City Manager

WITNESS:

MAINE WATER COMPANY




Mark Vannoy
President



Finance Committee

Meeting Date: June 18, 2024
Meeting Time: 5:00 PM
Agenda Item No: 4.e
Item Description: Gilbert Boucher Park Bath House update
Submitted By: Lisa Thompson, Recreation Director

Supporting Information/Documentation:

Bidd Pool Concept Plan, Bathhouse project costs

Key Terms:

N/A

Executive Summary:

To authorize the City Manager or his designee to seek bids for a design build of the Gilbert Boucher Bath house.

Detailed Review:

The Bath House at Gilbert Boucher Park was completely destroyed in the January 13, 2024 storm. The parking lot also received substantial damage. Both areas need to be replaced (bath house) and refurbished (parking lot). The parking lot has had some upgrades to prepare for the 2024 season. Temporary restrooms and a temporary lifeguard shed were placed in the parking lot for the season, while a plan is being put in place for a new bathhouse and repairs to the parking lot.

This update provides cost estimates of \$352,450.00 for replacement and/ or repair. City staff are looking for direction from Council to move forward with the design, build and repair of the bathhouse and parking lot.

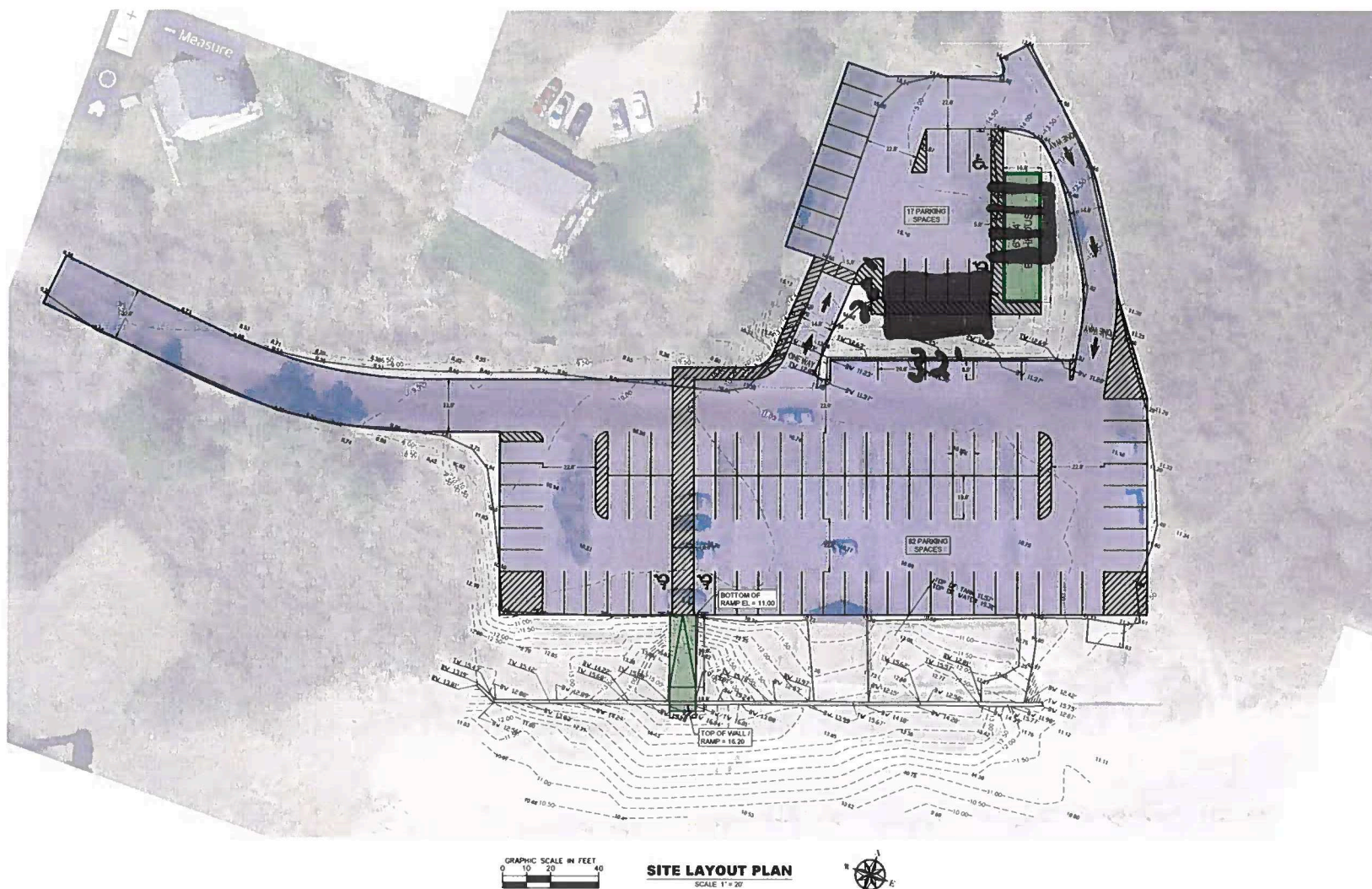
Funding Source:

As approved by City Council. Charged to Beach Construction/Repair 31337-60003

Staff Recommendation:

City staff recommend a design-build of a 28x 32 bath house with space for an open porch/ deck, outdoor water access for rinsing feet and body, 6 gender-neutral bathrooms, of which 2 would

be fully accessible, lifeguard storage and triage area and additional storage for utilities and other equipment such as cleaning supplies. This build would require a new pump station, new electricity line and sewer line to Mile Stretch Road.



Date: 6.18.2024 Projected Costs Estimates Bath house Project

Bathroom: (pricing is approximate)	
Bathroom design/ build 28 x 32 structure	\$130,000.00
CMP new pole	\$1,200.00
Pump Station	\$150,000.00
Forced main to Mile Stretch Rd.	\$15,000.00
Electricity	\$2,500.00
Water connect	In kind- Public works
Sewer Connect	In kind- Public works
Total Bath house	\$298,700.00
Parking lot: (pricing is approximate)	
Gravel:	\$6,000.00
Reclaim	\$15,000.00
Bumpers:	\$2,550.00
Striping:	\$5,000.00
Signage:	\$2,500.00
Total Parking lot	\$31,050.00
Access to beach: (pricing is approximate)	
Access ramp to beach	\$15,000.00
Total access	\$15,000.00
Miscellaneous: (pricing is approximate)	
Beach wheelchair replacement	\$1,200.00
AED	\$3,000.00
Rescue equipment replacement	\$1,500.00
Lumber for beach rail	\$5,000.00
Additional supplies	\$2,000.00
Total Miscellaneous	\$12,700.00
Total projected cost	\$352,450.00

* already purchased

*

Still working on factors and pricing



Finance Committee

Meeting Date: June 18, 2024
Meeting Time: 5:00 PM
Agenda Item No: 4.f
Item Description: Approval for Installation of Aeration Basin 1 Influent Gate Wastewater
Submitted By: Jeff Demers - Public Works Director

Supporting Information/Documentation:

RFP-Install of AB1 INF Gate

Key Terms:

Approval for Installation of Aeration Basin 1 Influent Gate Wastewater

Executive Summary:

Public Works/Wastewater is seeking approval to spend \$18,251 for the installation for a slide gate that controls influent flow into one of the two bioreactors. The purpose of this project is to replace a slide gate that was installed as part of the 1998 upgrade that currently leaks to the point where the tank cannot be taken offline for service. The equipment to be installed has already been purchased by the City.

Detailed Review:

The operation of this gate is crucial to control of the facility during wet weather. It is also used to isolate the tank every other year for routine cleaning. While the gate is leaking, the staff has limited control to handle high flows, and cannot shut the tank off for cleaning and repairs.

Because it involves specialized work and equipment, it is not work that can be done by City staff. The City posted an RFP for the installation, and received one proposal from T-Buck Construction for a lump sum of \$14,600, with \$3,651 included in case there is concrete repair work needed to complete the job.

Funding Source:

The amount being requested is \$14,600 for the installation and \$3,651 for concrete repairs if needed for a total of \$18,251. These funds are located in Equipment Repair 35102-60602 with an estimated balance of \$79,135.

Staff Recommendation:

Hiring T-Buck construction in for the repair of the control valve.

Request for Proposals

Installation of Aeration Basin #1 Influent Gate

I. PROJECT DESCRIPTION

The City of Biddeford (OWNER) is requesting lump sum proposals for the installation of a slide gate that controls influent flow into one of the two bioreactors at the wastewater treatment facility. Submittal drawings are attached at the end of this document.

II. PRE-BID REQUIREMENTS

- A. Prior to submitting a proposal, all interested bidders must attend a pre-bid site visit on **March 26th at 1:00** at the Biddeford WWTF located at 63 Water Street. If weather prevents taking the tank down for the pre-bid site visit, the alternate date will be **April 2nd at 1:00**. Contractors that have visited the site within 12 months of submitting a bid may be exempt from this requirement. Because pumping down the tanks for inspections requires some coordination, **interested bidders must contact Superintendent at alex.buechner@biddefordmaine.org** no later than **March 21st** to confirm attendance at pre-bid site visit.
- B. All requests for additional information prior to awarding the project will be communicated via email with the Wastewater Superintendent and shared with all interested bidders. Questions can be emailed to alex.buechner@biddefordmaine.org.

III. PROJECT PARAMETERS

A. SCHEDULE

The OWNER has purchased the gate and the expected shipping date is the end of May 2024. Interested bidders shall provide a schedule for install no later than August 31 2024. This date may be modified if the delivery of the material is delayed.

B. MAINTENANCE OF FLOWS

Both tanks must be in service during wet weather events. The CONTRACTOR shall work with the WWTF staff to schedule work around weather to avoid permit violations.

C. GATE INSTALLATION

The OWNER shall be responsible for:

- Supplying the equipment to be installed.
- Shutting off flow to the WWTF and pumping down the tank.
- Disconnect, lock, and tag power to the actuator that controls the gate
- Schedule actuator service tech to be onsite for reinstalling actuator. (AR Controls)
- Reconnect power to actuator
- Dispose of old gate once project is completed.

The CONTRACTOR shall be responsible for:

- Working with OWNER staff to assess and address any safety concerns.
- Provide locks for lockout/tag out.
- Providing and installing a test ball into the 30" inlet pipe to isolate the tank while work is being performed.
- Providing and setting up staging and rigging for installation.
- Providing any additional hardware needed to mount gate.
- Install new gate and stem.
- Form and grout slide gate.
- Strip forms and demobilize.
- Remove test ball.
- Test gate for proper operation.

D. QUALIFICATION/PROJECT STAFFING

Interested bidders must include a list of references for similar work in the proposal. Contact information and resume for the foreman on the project shall be included.

E. BONDING REQUIREMENTS

Upon selection, the CONTRACTOR shall submit a payment and performance bond, each in the amount of 100% of the contract price.

F. INSURANCE

CONTRACTOR shall secure insurance as required by the OWNER naming the OWNER and their agents as additional insured.

IV. WARRANTY PERIOD

The CONTRACTOR shall address all issues that arise for a period of (1) year, beginning on the day of the gate is put back into service. This shall only apply to issues associated with the installation. CONTRACTOR is not responsible for issues or defects caused by the equipment the OWNER has provided.

V. CONTENTS OF PROPOSAL

The proposal shall include the following:

- A. Technical Proposal:
 - i. Scope of work
 - ii. Schedule and Sequence of work
- B. Cost Proposal: The cost proposal shall be a lump sum price.
- C. Detailed list of exceptions or proposed modifications.
- D. Qualifications/Project Staffing per section III-D.
- E. Proof of bonding and insurance

VI. PROPOSAL EVALUATIONS

Each qualified proposal will be evaluated based on the proposer's qualifications and experience, the quality and thoroughness of the proposal, the ability to complete the work within the desired project schedule, and cost. The OWNER reserves the right to reject any and all proposals that are not considered responsive to the RFP or not considered to be in the best interests of the City of Biddeford.

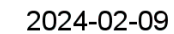
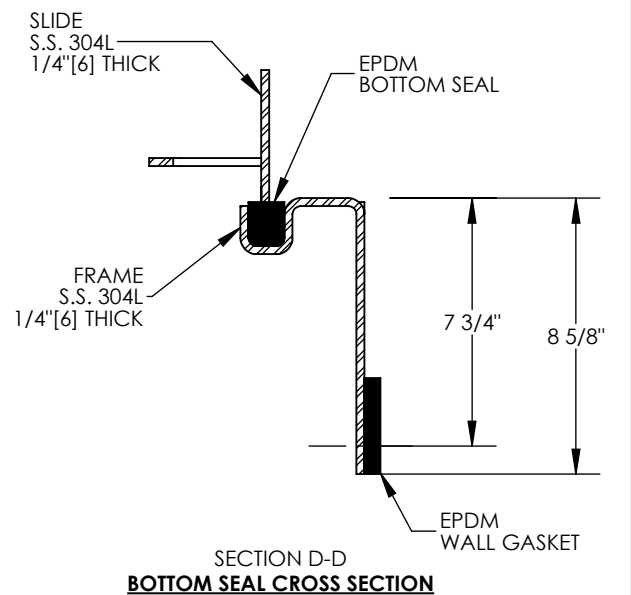
VII. **PROPOSAL SUBMITTAL INSTRUCTIONS**

Interested Contractors shall submit proposals in a sealed envelope plainly marked “**Request for Proposal (RFP) Installation of AB1 INF Gate**” to:

Alex Buechner, Wastewater Superintendent
City of Biddeford
Public Works Department
371 Hill Street
Biddeford Maine 04005

Proposal must be submitted **before 1:00 PM on April 30th**. Proposals received after that date and time shall not be considered.

For clarification regarding any aspect of this RFP, contact the Wastewater Superintendent at the above address or by calling (207) 282-1350 or by emailing alex.buechner@biddefordmaine.org. A mandatory pre-bid site visit must be completed prior to submitting a proposal.



PLEASE CONFIRM
NOTES BETWEEN ASTERISKS
NEED TO BE CONFIRMED

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