



**City of Biddeford
Finance Committee**

April 15, 2025 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: 961 2865 5906

Passcode: 065263

1. Call to Order
2. Approval of Minutes
 - 2.a 20250401 -Finance Meeting Minutes
3. Signing of the Expenditure Warrant
4. Discussion/Approval
 - 4.a Approval / Cupola for the Community Center
 - 4.b 2025.37 Approval Rec Playground RFP
 - 4.c Reporting of Streamlined Purchasing Under *Sec. 2-348(g) - Competitive Sealed Bidding*
5. Other Business
6. Adjourn

City of Biddeford
Finance Committee
April 1, 2025 5:00 PM Council Chambers & Zoom

Councilor Beaupre: Present
Councilor Lessard: Present
Councilor LaFountain: Present
Mayor Groham: Present

1. Call to order

2. Approval of the Minutes

No minutes

3. Signing of the expenditure warrant

No warrant to sign

4. Discussion/Approval

4.a Diligence Approval - EMS Subs

Continuation for Eastern substation. Located on portion of UNE parcel. \$150k allocated for engineering, \$38,500k for evaluation. Needs to be done April-May. Phases would cost \$10,800, \$16,200, \$13,000 adds \$10k if you proceed than original allocation changing 38,500 to \$40,000

Motion Beaupre
Second Groham

If survey comes back positive in 30 days' time frame it would go to public for vote – unknown (possibly October). If steps come back as positive and own property this will go to Citizens to vote for backing of public.

Motion - Lessard
Second – Beaupre

Groham – Add the vote at a later time in case anything comes back as no
Beaupre – Trying to assess when to ask for vote
Fails 1-3

Original motion – all in favor

4.b PW Gilbert Boucher Bath House Brief

Director Thompson – PW Jeff Demers estimate for Bath House 32x28. \$135,000 for PW to do that.

Lessard – approve
Beaupre – second

Grohman – Should internal staff review if we can do work. Brian – yes, have staff do first if they can do it and cost savings

Beaupre – Figure based upon different people and quotes.

Jeff – Bidded in house and then reached out to vendors.

Liam – Asked if there would be a dedicated crew and if it impact any other projects. Will lag sweep, litter, lawn

Grohman – Asked used different building plans. Jeff's crew came up with plan. Used expertise of people using the materials

Motion: Accept original sketch for the bathhouse in the sum that was proposed by PW.
Ambulance chase out – roll over to reserve and not budget for next year.

Grohman - Add \$5000 to Petit for architectural design for up cost fronts
No second

All in favor original motion – Unanimous

5. Other Business

None

Motion: Councilor Beaupre motion to adjourn at 5:35 pm.

Second: Councilor Lessard

Vote: Unanimous in favor.



Finance Committee

Meeting Date: April 15, 2025
Meeting Time: 5:00 PM
Agenda Item No: 4.a
Item Description: Approval / Cupola for the Community Center
Submitted By: Lisa Thompson, Recreation Director

Supporting Information/Documentation:

BICKMORE DIVERSIFIED REPAIR OF CUPOLA J. RICHARD MARTIN COMMUNITY CENTER BID,
Invoice maine state security 8-12-24, engineering services 8-6-24, portland glass 7-29-24,
minuteman invoice 123209 8-28-24, lightning strike insurance

Key Terms:

N/A

Executive Summary:

To approve the bid from Bickmore Diversified LLC, in the amount of \$49,750.00 to repair the Cupola at the J. Richard Martin Community Center.

Detailed Review:

The cupola that sits on the roof of the J. Richard Martin Community Center was damaged in a lightning storm in July, 2024. In addition to the structural damage, electrical exit sign devices and fire security systems throughout the building were also damaged. Insurance coverage for repairing the cupola and affected work systems was estimated at \$35,647.55. Costs to date for repair of exit signs and fire systems total \$6,478.54.

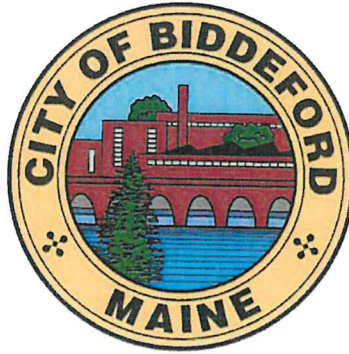
Because of the specific nature of the project, finding anyone to provide an estimate for repair of the cupola was challenging. Bids were sent out in March 2025. We received one bid in the amount of \$49,750.00 from Bickmore Diversified LLC, based in Cape Elizabeth.

Funding Source:

\$29,169.01- funds remaining from insurance claim. This leaves a balance of \$20,580.99. The funding for this shortfall will be charged to the building maintenance line 21123-60450 and will ever expend the line item. The overage will be absorbed with the FY25 Budget, reducing the anticipated year-end surplus.

Staff Recommendation:

Staff recommends approval of the bid from Bickmore Diversified, LLC in the amount of \$49,750 to repair the cupola.



Requests for Proposals

**Repair of Cupola
J. Richard Martin Community Center**

BIDDEFORD, MAINE 04005

City of Biddeford – Recreation Department



Removal/ Repair of Cupola at the J. Richard Martin Community Center

Return proposals to:

Lisa Thompson, CPRP, Recreation Director
City of Biddeford
P.O. Box 586
Biddeford, Maine 04005
207-283-0841

Release Date: March 3, 2025

Site walk/ Bid meeting: March 13, 2025
9am at J. Richard Martin Community Center,
189 Alfred St., Biddeford

Bid Due Date: 4/3/2025 12:00pm

The City of Biddeford (herein after referred to as "the City") shall bear none of the costs incurred by any proposer or potential proposer in their preparation of the proposed solution documents or any visits to inspect the project site. All such costs are the responsibility of the proposer.

SUBMISSION

Proposals are to be submitted in a sealed envelope, plainly marked "City of Biddeford Cupola Project" along with the Company's name and date and time of the scheduled opening. The CITY, its employees, officers or agents shall not be responsible for any pre-opening or post-opening of any proposal not properly addressed and identified. Proposals made in pencil or forwarded using e-mail and the internet will be rejected.

LIABILITY

Company agrees to indemnify, save, and hold the city, its agents and employees harmless from all claims or causes of action arising from the performance of this agreement by Company or Company's agents or employees. This clause shall not be construed to bar any legal remedies Company may have for the city's failure to fulfill its obligations pursuant to this project.

Section I. Introduction and Background

This document published by the Biddeford Recreation Department.

The Recreation Department is responsible for program development and delivery to the citizens of Biddeford. The department also is responsible for the Capital Projects within the city's parks, fields, and the J. Richard Martin Community Center. The department also oversees the scheduling of parks and fields, the operations of the J. Richard Martin Community Center and the oversight of staffing and activities on city beaches.

The Biddeford Recreation Department is requesting proposals for the repair of the cupola located at the J. Richard Martin Community Center, 189 Alfred St., Biddeford, ME. The cupola was damaged in a lightning storm on July 13, 2024.

The term "invitation to bid" shall mean the complete assembly of related materials, whether attached or incorporated by reference, which is furnished to perspective bidders for requesting sealed bids.

Section II. Specifications

- A) Description: The work shall consist of repair of the entire cupola and any repairs to the roof due to the repair of the cupola. The finished product will include all finished work in appearance and color of the existing structure.
- B) Construction: All work shall meet the requirements of the City and comply with applicable standards and codes. Finished product must be able to withstand the extreme climate. The entire structure will be thoroughly inspected by the City prior to the City signing off on the project. All work performed must meet established industry standards of quality to be acceptable. Any unacceptable work and code or other deficiencies must be corrected at the successful bidder's expense. Final payment will not be released until such deficiencies are corrected to the satisfaction of the City.
- C) Repair of existing cupola structure
- Complete repair of existing structure to its pre damaged form.
 - All repairs should ensure safety of the permanent structure and create a weather-tight structure to prevent infestation of bird and other rodents.
 - Materials used shall blend in with the current structure to bring it back to its pre-damaged likeness and form in order to depict the historic integrity of the building.

Coordination with the Recreation Department and Code Enforcement is required of the winning bidder.

The City shall select the vendor whose proposal and/or oral presentation(s) if requested demonstrate in the City's sole opinion, the clear capability to fulfill the purposes of this RFP in an effective manner. The City reserves the right to accept or reject proposals, completely or in part, and to negotiate separately as necessary in order to serve the best interests of the City.

General Selection Criteria

The proposals shall be evaluated based on the following six (6) criteria, listed in order of significance:

- Price;
- Quality;
- References;
- Schedule
- Longevity/maintenance requirements

Selection Process

Initial review will begin with the Recreation Department and Code Enforcement Department. This group will evaluate the proposals and make a recommendation to the City Finance Committee and the Biddeford City Council.

Selection and Implementation Timeline (subject to change depending on committee schedules)

Day/Date	Timeline Subject
Monday, March 3, 2025	Publish RFP
Thursday, March 13 9:00am	Site walk and bid meeting
Thursday, April 3 12:00pm	RFP Due Date
Monday, Monday, April 7	Recommendation to COO
Tuesday, April 15, 2025	Recommendation to Finance Committee
Tuesday, April 15, 2025	Recommendation to City Council
Monday, June 30, 2025	Anticipated project completion date

Contract(s) Awarded and Pricing Structure

The contract will be awarded to a single vendor or general contractor to provide all materials, equipment and labor necessary to repair and install a complete project.

Contract Term

The City desires to enter into a design/construction contract with the successful vendor with all work to be completed by June 30, 2025. If the City and the selected vendor are unable to negotiate and sign a contract then the City reserves the right to seek an alternative vendor(s).

Contract Termination

The City of Biddeford may cancel the contract(s) upon 30 days' written notice, with or without cause. In the event of cancellation, the vendor will be paid based on work performed at rates negotiated in the final contract(s).

Applicable Law

Contracts entered into as a result of this BID shall be governed and interpreted under the laws of the State of Maine.

Contract Assignment

A contract or any part hereof entered into as a result of this BID shall not be assigned, sublet, or transferred directly or indirectly to any entity without prior written consent of the City.

Entire Agreement

A written contract and any modifications or addenda thereto, executed in writing by both parties constitutes the entire agreement of the parties to the contract. All previous communications between the parties whether oral or written, with reference to the subject matter of this contract are void and superseded. The resulting contract may be amended at a future date in writing by mutual agreement of the parties.

Deviations and Exceptions

Deviations from and exceptions to terms, conditions, specifications or the manner of this BID shall be described fully on the vendor's letterhead stationery, signed and attached to the proposal submittal page(s) where relevant titled "Exceptions". In the absence of such statement, the vendor shall be deemed to have accepted all such terms, conditions, specifications and the manner of the BID. A vendor's failure to raise an issue related to the terms, conditions, specifications or manner of this BID prior to the proposal submission deadline in the manner described should constitute a full and final waiver of that vendor's right to raise the issue later in any action or proceeding relating to this BID.

Duration of Offer

All proposals must indicate the proposal is valid for a minimum of four months from the date of the proposal opening unless extended by mutual written agreement between the City and the vendor. If a contract has not been signed prior to four months from the date of opening the successful bidder may confirm the costs within the proposal, update the costs within the proposal, or withdraw the proposal at the successful bidder's sole discretion.

Prices and terms of the proposal as stated must be valid for the length of the resulting contract.

Bid Security

Proposals in excess of \$50,000 shall include performance and payment bonds as specified in Biddeford Code of Ordinances Sec. 2-345 as follows:

- A performance bond in an amount equal to 100% of the price specified in the proposal.
- A payment bond in an amount equal to 100% of the price specified in the proposal.

Performance and payment bonds shall be required prior to contract execution.

Authorized Signature

The proposal must be completed and signed in the individual or corporate name of the vendor and must be fully and properly executed and signed in ink by an authorized representative of the vendor.

Proposal Rejection and Waiver of Informalities

This BID does not obligate the City to award a contract or complete the proposed project and reserves the right to cancel this BID if it is considered to be in its best interest. The City also reserves the right to waive minor informalities and, notwithstanding anything to the contrary, reserves the right to:

1. Reject any and all proposals received in response to this BID
2. Reject a proposal if it is determined that a vendor's ability to work with the existing infrastructure will be too limited or difficult to manage
3. Negotiate any aspect of the proposal with any vendor, should the City not be able to reach agreement on terms.
4. Terminate negotiations and select the next most responsive vendor for contract negotiations
5. Terminate negotiations, prepare, or cancel the bid.

Section III. Parties to the BID

Parties to this contract shall be the City of Biddeford and the successful vendor(s).

Section IV. Vendor Requirements

The selected vendor will provide all design, equipment, labor and materials necessary for a complete installation of the proposed solution.

The vendor is responsible for all permits required federal, state and local.

Vendor will coordinate with the Biddeford Recreation Department and Public Works Department in scheduling of access to the site and removal of any debris.

Authorized City Contact Information

Name: Lisa Thompson
Title: Recreation Director
Address: PO Box 586, Biddeford ME 04005
Telephone: 207-283-0841
E-mail address: lisa.thompson@biddefordmaine.org

Other persons are not authorized to discuss BID requirements before the proposal submission deadline, the City shall not be bound by, and responders may not rely on information regarding BID requirements obtained from non-authorized persons. The questions and subsequent answers to all inquiries will be posted to the City website for all vendors to see. Individual responses will not be issued.

The City reserves the right to name a date at which selected responding vendors will be invited to present demonstrations or participate in an interview as part of the selection process. The City will make every effort to reach a decision by the date identified in the **Selection and Implementation Timeline** above.

Section V. Additional RFP Response and General Contract Requirements

Notice to Vendors and Contractors

As a condition of this project, the selected vendor is required to prepare and submit a W-9 in order to obtain payment from the City. No payment will be made unless and until a valid W-9 was been submitted. The W-9 may be submitted concurrent with contract execution.

Problem Resolution Process

A formal problem resolution process will be established in the contract to address issues raised by either the City or the vendor.

Affidavit of Non-Collusion

All responding vendors are required to provide a certification of non-collusion with the BID response.

Insurance Requirements

[THE INSURANCE REQUIREMENTS BELOW GENERALLY REPRESENTED THE MINIMUMS. DEPENDING UPON THE TYPE OF WORK AND THE RISK INVOLVED, OTHER TYPES OF INSURANCE MAY BE NECESSARY BASED ON FINAL PROJECT PROPOSAL.]

A. The selected vendor will be required to submit an ACORD Certificate of Insurance to the City's authorized representative prior to execution of a contract or agreement listing the City as additional insured. Vendor shall maintain such insurance in force and effect throughout the term of the contract.

B. The selected vendor will be required to maintain and furnish satisfactory evidence of the following:

1. **Workers' Compensation Insurance.** The vendor must provide workers' compensation insurance for all its employees and, in case any work is subcontracted, the vendor will require the subcontractor to provide workers' compensation insurance in accordance with the statutory requirements of the State of Maine, including Coverage B, Employer's Liability, at limits not less than \$100,000.00 bodily injury by disease per employee; \$500,000.00 bodily injury by disease aggregate; and \$100,000.00 bodily injury by accident.
2. **Commercial General Liability.** The vendor will be required to maintain a comprehensive commercial general liability insurance (CGL) policy protecting it from bodily injury claims and property damage claims which may arise from operations under the contract whether the operations are by the vendor or by a subcontractor or by anyone directly or indirectly employed under the contract. The minimum insurance amounts will be:

\$2,000,000.00 per occurrence
\$2,000,000.00 annual aggregate
\$2,000,000.00 annual aggregate – Products/Completed Operations

In addition, the following coverages must be included:

Premises and Operations Bodily Injury and Property Damage
Personal and Advertising Injury
Products and Completed Operations Liability
Blanket Contractual Liability
Name the following as Additional Insureds:
City of Biddeford

3. Commercial Automobile Liability. The vendor will be required to maintain insurance protecting it from bodily injury claims and property damage claims which may arise from operations of vehicles under the contract whether such operations were by the vendor, a subcontractor or by anyone directly or indirectly employed under the contract. The minimum insurance amounts will be

\$2,000,000.00 per occurrence Combined Single Limit (CSL)

In addition, the following coverages should be included:

4. Errors and Omissions (E & O) Insurance. The vendor will be required to maintain insurance protecting it from claims the vendor may become legally obligated to pay resulting from any actual or alleged negligent act, error or omission related to the vendor's professional services required under this contract. The minimum insurance amounts will be

\$2,000,000.00 per occurrence
\$2,000,000.00 annual aggregate

Any deductible will be the sole responsibility of the vendor and may not exceed \$50,000 without the written approval of the City. If the vendor desires authority from the City to have a deductible in a higher amount, the vendor shall so request in writing, specifying the amount of the desired deductible and providing financial documentation by submitting the most current audited financial statements so that the City can ascertain the ability of the vendor to cover the deductible from its own resources.

Additional Insurance Conditions

- Vendor's policy(ies) shall be primary insurance to any other valid and collectible insurance available to the City with respect to any claim arising out of vendor's performance under this contract;
- If vendor receives a cancellation notice from an insurance carrier affording coverage herein, vendor agrees to notify the City within five (5) business days with a copy of the cancellation notice, unless vendor's policy(ies) contain a provision that coverage afforded under the policy(ies) will not be cancelled without at least thirty (30) days advance written notice to the City
- Vendor is responsible for payment of contract related insurance premiums and deductibles

- If vendor is self-insured, a Certificate of Self-Insurance must be attached
- Vendor's policy(ies) shall include legal defense fees in addition to its liability policy limits, with the exception of B.4 above
- Vendor shall obtain insurance policy(ies) from insurance company(ies) having an "AM BEST" rating of A- (minus); Financial Size Category (FSC) VII or better, and authorized to do business in the State of Minnesota; and
- An Umbrella or Excess Liability insurance policy may be used to supplement the vendor's policy limits to satisfy the full policy limits required by the contract.

C. The City reserves the right to immediately terminate the contract if the vendor does not comply with the insurance requirements and retains all rights to pursue any legal remedies against the vendor. All insurance policies must be available for inspection the City and copies of policies must be submitted to the City's authorized representative upon written request.

Financial Audit

The books, records, documents and accounting practices and procedures of the vendor relevant to the contract(s) must be available for audit purposes to the City for seven (7) years after the termination/expiration of the contract.

Conflict of Interest

The vendor must provide a list of all entities with which it has relationships that create, or appear to create, a conflict of interest with the work that it is contemplated in this BID. The list should indicate the names of the entity, the relationship, and a discussion of the conflict.

Organizational Conflicts of Interest

The responder warrants that, to the best of its knowledge and belief, and except as otherwise disclosed, there are no relevant facts or circumstances that could give rise to organizational conflicts of interest. An organizational conflict of interest exists when, because of existing or planned activities or because of relationships with other persons, a vendor is unable or potentially unable to render impartial assistance or advice, or the vendor's objectivity in performing the contract work is or might be otherwise impaired, or the vendor has an unfair competitive advantage. The responder agrees that, if after award, an organizational conflict of interest is discovered, an immediate and full disclosure in writing must be made to the respective City's Chief Financial Officer or the city manager that must include a description of the action which the vendor has taken or proposes to take to avoid or mitigate such conflicts. If an organizational conflict of interest is determined to exist, the City may, at its discretion, cancel the contract. In the event the responder was aware of an organizational conflict of interest prior to the award of the contract and did not disclose the conflict to the contracting officer, the City may terminate the contract for default. The provisions of this clause must be included in all subcontracts for work to be performed similar to the service provided by the prime contractor, and the terms "contract," "contractor," and "contracting officer" modified appropriately to preserve the City's rights.

Physical and Data Security

In performance of the contract, the vendor agrees it will comply with all applicable state, federal and local laws and regulations, relating to confidentiality of information received as a result of the contract. Any such confidential information shall be identified by the City. The vendor agrees that it, its officers, employees and agents will be bound by the above confidentiality laws and that it will establish procedures for safeguarding the information as may be applicable.

The vendor agrees to notify its officers, employees and agents of the requirements of confidentiality, and of the possible penalties imposed by violation of these laws. The vendor agrees that neither it, nor its officers, employees or agents will disclose or make public any information received by the vendor on behalf of the City.

The vendor shall recognize the City's sole and exclusive right to control the use of this information. The vendor further agrees it shall make no use of any of the information described for either internal or external purposes, other than that which is directly related to the performance of the contract.

The vendor agrees to indemnify and hold harmless the City from any and all liabilities and claims resulting from the unauthorized disclosure by the vendor, its officers, employees or agents of any information required to be held confidential under the provisions of the contract. The vendor must return all source data to the "Authorized Representative" to be identified in the contract.

Reimbursements and Payment Terms

Payment are net 30 days of acceptance of invoices. Final payment will not be made until the project is complete and all deficiencies have been addressed and accepted.

Section VI. RFP Responses Submission

Sealed proposals must be received at the following address not later than **Thursday, April 3, 2025, at 12:00pm**

Institution:	City of Biddeford
Name:	Lisa Thompson
Title:	Recreation Director
Mailing Address:	P.O. Box 586
Street Address:	189 Alfred Street
City, State Zip	Biddeford, Maine 04005

The responder shall submit 2 paper copy of its BID response and one electronic copy of the proposal in Adobe Acrobat (PDF) format. Proposals are to be sealed in mailing envelopes or packages with the responder's name and address clearly written on the outside. One copy of the proposal must be unbound and signed in ink by an authorized representative of the vendor.

Proposals received after this date and time will be returned to the responder unopened.

CITY OF BIDDEFORD AFFIDAVIT OF NON-COLLUSION

I swear (or affirm) under the penalty of perjury

1. That I am the Responder (if the Responder is an individual), a partner in the company (if the Responder is a partnership), or an officer or employee of the responding corporation having authority to sign on its behalf (if the Responder is a corporation)
2. That the attached proposal submitted in response to the Repair of Copala Request for Proposal has been arrived at by the Responder independently and has been submitted without collusion with and without any agreement, understanding or planned common course of action

with, any other Responder of materials, supplies, equipment or services described in the Request for Proposal, designed to limit fair and open competition.

3. That the contents of the proposal have not been communicated by the Responder or its employees or agents to any person not an employee or agent of the Responder and will not be communicated to any such persons prior to the official opening of the proposals; and
4. That I am fully informed regarding the accuracy of the statements made in this affidavit.

Responder's Firm Name: ~~Mathias Bickmore~~ Bickmore Diversified L.L.C.

Authorized Signature: Mun Mun

Date: 4-3-25

Subscribed and sworn to me this 3rd day of April 2025

Notary Public: Terr L Mingo

My commission expires: 11-09-2029

TERRI L. MINGO
NOTARY PUBLIC, MAINE
MY COMMISSION EXPIRES
NOVEMBER 9, 2029

BID – CONTRACT

PROJECT IDENTIFICATION: Removal/ Repair of Cupola, J. Richard Martin Community Center

THIS BID SUBMITTED TO: City of Biddeford, Maine

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an Agreement with OWNER in the form included in the Contract Documents, to complete all work as specified or indicated in the Contract

Documents for the Contract Price, and within the Contract Time indicated in this Bid and in accordance with the Contract Documents.

2. BIDDER accepts all of the terms and conditions of the RFP's, including without limitations those dealing with the disposition of performance and payment bonds. This Bid will remain open for a minimum of four months after the Bid opening. BIDDER will sign the Agreement and submit the contract security and other documents required by the contract Documents no later than fifteen (15) days after the date of OWNER'S Notice of Award.

3. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that

(a) BIDDER has examined copies of all the Contract Documents and the following addenda: *N/A*

Date

Number

(receipt of all which is hereby acknowledged) and also copies of the Invitation to Bid and the Instructions for Bidders;

(b) BIDDER has examined the site and locality where the work is to be performed, the legal requirements (federal, state, and local laws, ordinances, rules, and regulations) and the conditions affecting cost, progress, or performance of the work and has made such independent investigation as BIDDER deems necessary;

(c) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; BIDDER has not directly or indirectly induced or solicited any other BIDDER to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm, or a corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for himself any advantage over any other BIDDER or over OWNER.

4. BIDDER agrees that the work will be completed by **June 30, 2025**

Respectfully submitted,

By: *Mathias Bickmore* *President*

Name and Title

For: *Bickmore Diversified L.L.C.*

(Seal if by a Corporation)

Address: 1 Pheasant hill Road
Cape Elizabeth, ME
04107

OUTLINE OF WORK

Repair of existing cupola structure

- Complete repair of existing structure to its pre damaged form.
- All repairs should ensure safety of the permanent structure and create a weather tight structure to prevent infestation of bird and other rodents..
- Materials used shall blend in with the current structure to bring it back to its pre-damaged likeness and form in order to depict the historic integrity of the building.

BID FORM and PROJECT SUMMARY- City of Biddeford

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

- i. We carry general liability (including products liability) insurance, which is in force and shall remain in force during the term of this contract.
- ii. We carry workers' compensation insurance, which is in force and shall remain in force during the term of this contract.
- iii. We agree to comply with the general specifications listed in the RFP.

- iv. We acknowledge having the opportunity to inspect each installation and confirm that site conditions are reflected in the bid submittal.

Company Name: Bickmore Diversified L.L.C.

Company Address: 1 Pheasant Hill Road Cape Elizabeth, ME

Company Telephone: (207) 329-6533

Authorized Representative's Name: Mathias Bickmore

Authorized Representative's Signature: Mathias Bickmore

Representative's Email: Mathias@BickmoreDiversified.com

PROJECT SUMMARY:

Total Project Cost \$49,750.00



Invoice

PO Box 60
Hollis Center, ME 04042

Invoice # 11968	Customer # 10471	Invoice Date 08/12/2024	Due Date 09/11/2024	Amount Due \$3,485.79	Amount Enclosed \$
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To: Biddeford Community Center
189 Alfred Street
Biddeford, ME 04005

Remit To: Pine State Fire & Security Inc.
PO Box 60
Hollis Center, ME 04042

Detach and return with your payment.

Customer Name Biddeford Community Center	Customer # 10471	Invoice # 11968	Invoice Date 08/12/2024	PO Number	Amount Due \$3,485.79
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Description	QTY	Rate	Amount
Biddeford Community Center, 189 Alfred Street Biddeford, ME			
Emergency Service Call on 7-13-24 due to lightning strike. Found zone shorted out. Removed wire and left panel in trouble for the night.	3.00	187.50	562.50
BK4WTRB Smoke Detector	2.00	110.38	220.76
BKP2RL Smoke Detector	1.00	91.79	91.79
BK2WB Smoke Detector	6.00	70.54	423.24
Tracing out fire circuit and reworking wires to find shorted out pair. Swapping out devices that were shorted out due to the lightning strike damage. System was integrated with the elevator. Did elevator testing.	17.50	125.00	2,187.50

PINE STATE FIRE & SECURITY and MAINE STATE SECURITY have COMBINED FORCES!

All the same faces are now working together to provide excellent support and service.

Our new combined remittance address is PO Box 60, Hollis Center, ME 04042. You can continue to make any checks payable to either Maine State Security -or- Pine State Fire & Security.

You can also continue to call Maine State at 207-247-4371 or call Pine State at 207-200-3554 to reach our combined customer service team.

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Payment is expected when services are rendered. Invoices outstanding 20 days or more are subject to finance charges of 18% per annum.

|                            |                   |
|----------------------------|-------------------|
| Sub Total:                 | 3,485.79          |
| Total Sales Tax:           | 0.00              |
| <b>Invoice Total:</b>      | <b>3,485.79</b>   |
| Payments/Credits Applied:  | (0.00)            |
| <b>Invoice Amount Due:</b> | <b>3,485.79</b>   |
| <b>Amount Due:</b>         | <b>\$3,485.79</b> |

## CONTACT US

|                                            |                                |                                          |                                  |                                                   |
|--------------------------------------------|--------------------------------|------------------------------------------|----------------------------------|---------------------------------------------------|
| Billing Questions<br><b>(207) 247-4371</b> | Sales<br><b>(207) 200-3554</b> | Central Station<br><b>(207) 200-3554</b> | Service<br><b>(207) 200-3554</b> | Email<br><b>info@pinestatefireandsecurity.com</b> |
|--------------------------------------------|--------------------------------|------------------------------------------|----------------------------------|---------------------------------------------------|

To pay online, please visit: <http://pinestate.alarmbiller.com> | Registration Key: 4E2A63

**L & L STRUCTURAL**  
ENGINEERING SERVICES, INC.

Six Q Street  
South Portland, ME 04106  
Phone: (207) 767-4830

| Date     | Invoice # |
|----------|-----------|
| 8/6/2024 | 22304     |

**Bill To**

City of Biddeford  
Roby Fecteau  
205 Main Street  
Biddeford, ME 04005

| Job No.  | Terms  | Project/Job               |
|----------|--------|---------------------------|
| 2024-164 | Net 30 | 189 Alfred St., Biddeford |

| Quantity | Description                                                         | Rate         | Amount   |
|----------|---------------------------------------------------------------------|--------------|----------|
| 2.5      | Engineering Services<br>Billing from July 15, 2024 - August 4, 2024 | 170.00       | 425.00   |
|          |                                                                     | <b>Total</b> | \$425.00 |

**Job Total Balance** \$425.00

| Phone #      | E-mail              |
|--------------|---------------------|
| 207-767-4830 | dleasure@ll-eng.com |

PORTLAND GLASS-BIDDEFORD  
150 ALFRED ST  
BIDDEFORD, ME 04005-3249  
(207)284-5939  
Fax: (207)284-5215  
Tax Id: 20-0482066

Date Closed 7/29/24

Invoice: 352-1151619R

Date: 7/29/24

**PG**  
**Portland Glass.®**

Remit To  
PO BOX 10700 PORTLAND, ME 04104

**Customer:**

BIDDEFORD PARKS & REC  
P O BOX 586  
BIDDEFORD, ME 04005

PH: (207)283-0841

| CSR | Tech | PO            | Terms  | Job # | Job Type |
|-----|------|---------------|--------|-------|----------|
|     |      | BRIAN/COM CTR | NET 30 |       |          |

| Rep  | Date Closed |
|------|-------------|
| BOUR | 7/29/24     |

| Qty  | Dimension | Part/Description                                                                                                                                                                                          | Material   | Labor  | Total      |
|------|-----------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|--------|------------|
| 1.00 |           | COMMALUMHARD                                                                                                                                                                                              | \$1,520.00 | \$0.00 | \$1,520.00 |
|      |           | 1- concealed vertical rod electric device to replace existing that was damaged during a lightning strike. approved by Brian at the Biddeford Community Center. Furnished only. delivered on Thurs 7-25-24 |            |        |            |
| 1.00 |           | ENERGY SURCHARGE CM                                                                                                                                                                                       | \$5.00     | \$0.00 | \$5.00     |

| Taxes                    |
|--------------------------|
| ME 5.5 OCT 1 2013 \$0.00 |

Cust Tax ID EXEMPT PERM

Want to receive you invoices by email?  
Please email your address to [invoice@portlandglass.com](mailto:invoice@portlandglass.com)

Signature \_\_\_\_\_

Pay Now



Vendor # 713799  
Org 21123  
Object 60400  
Initials EMS  
Date 8.12.24

| Material   | Labor  | Taxes  | Total      | Payments | Balance    |
|------------|--------|--------|------------|----------|------------|
| \$1,525.00 | \$0.00 | \$0.00 | \$1,525.00 | \$0.00   | \$1,525.00 |

Page 1 of 1

**AUTHORIZATION TO PAY**

Replacement of the glass has been made to my satisfaction and I hereby authorize and direct my insurance company to pay this invoice directly to Portland Glass and I assign any and all claims or causes of action in connection with this automobile glass installation or repair against my insurance company and its agents, representatives and/or subsidiaries and all policy proceeds due for this installation and repair to Portland Glass. I agree that if my insurer should ignore this directive to pay and the assignment of the policy proceeds and issue payment to me that I will immediately forward payment to Portland Glass by either endorsing the check that I receive over to Portland Glass or by direct payment to Portland Glass. I understand that payment received by Portland Glass will be used for the repair of the vehicle.





| Date       | Invoice |
|------------|---------|
| 08/28/2024 | 123209  |

| Bill To:                                                                                                     |
|--------------------------------------------------------------------------------------------------------------|
| Biddeford Community Center<br>Attn: Brian Dunphe<br>189 Alfred St #1<br>Biddeford, ME 04005<br>United States |

| Ship To                                                                                |
|----------------------------------------------------------------------------------------|
| Biddeford Community Center<br>189 Alfred St #1<br>Biddeford, ME 04005<br>United States |

| Terms  | Due Date   | PO | Reference |
|--------|------------|----|-----------|
| Net 30 | 09/27/2024 |    |           |

|                                                                                     |  |                                                                                                                                                                                                                                 |            |
|-------------------------------------------------------------------------------------|--|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|
| Ticket Number                                                                       |  | 165759                                                                                                                                                                                                                          |            |
| Summary                                                                             |  | Biddeford Community Ctr - Replace Crash bar                                                                                                                                                                                     |            |
| Detail                                                                              |  | Tue 7/23/2024/1:09 PM UTC-04/ Bryan Bisson-<br>Brian Dunphe called - He's looking to have us replace an electrified exit device provided by Portland Glass. They should have parts by 7/24. Looking to get this replaced on T&M |            |
| Resolution                                                                          |  | Tue 8/27/2024/11:30 AM UTC-04/ John Johnson (time)-<br>Replace parts in rear crashbar and test.                                                                                                                                 |            |
| Contact Name                                                                        |  | Brian Dunphe                                                                                                                                                                                                                    |            |
| Work Role                                                                           |  | Work Type                                                                                                                                                                                                                       |            |
| Billable Work Role                                                                  |  |                                                                                                                                                                                                                                 |            |
| Technician                                                                          |  | Field Service                                                                                                                                                                                                                   |            |
|                                                                                     |  | Total Work Role: \$1,033.50                                                                                                                                                                                                     |            |
| Products & Other Charges                                                            |  |                                                                                                                                                                                                                                 | Amount     |
| Billable Products & Other Charges                                                   |  |                                                                                                                                                                                                                                 |            |
| Fuel Surcharge: Fuel Surcharge                                                      |  | \$9.25                                                                                                                                                                                                                          |            |
|                                                                                     |  | Total Products & Other Charges: \$9.25                                                                                                                                                                                          |            |
| WE THANK YOU FOR YOUR BUSINESS!<br>ADVANCING SECURITY, LIFE SAFETY & COMMUNICATIONS |  | Invoice Subtotal:                                                                                                                                                                                                               | \$1,042.75 |
|                                                                                     |  | Sales Tax:                                                                                                                                                                                                                      | \$0.51     |
|                                                                                     |  | Invoice Total:                                                                                                                                                                                                                  | \$1,043.26 |
|                                                                                     |  | Payments:                                                                                                                                                                                                                       | \$0.00     |
|                                                                                     |  | Credits:                                                                                                                                                                                                                        | -\$0.51    |
|                                                                                     |  | Balance Due:                                                                                                                                                                                                                    | \$1,042.75 |

Please remit payments to:

For checks: Minuteman Security Technologies, Inc. LOCKBOX PO Box 4772 Carol Stream, IL 60197-4772

For ACH: Bank Name - Wintrust Bank, N.A. Account - 3805428627 Routing - 071925444

All copies of electronic remittance advices can be sent to ar@minutemanst.com to ensure accurate and timely application of payment.



PO Box 673  
Westbrook, ME 04098

Insured: CITY OF BIDDEFORD  
Property: 189 Alfred St  
Biddeford, ME 04005  
Home: 188-217 Main Street  
Biddeford, ME 04005

Claim Rep.: Donna McSwain  
Home: PO Box 14512  
Lexington, KY 40512

Home: (863) 255-5370  
E-mail: vericclaimreports@sedgwickcms.com

Estimator: Dan Noonan  
Company: Sedgwick  
Business: PO Box 673  
Westbrook, ME 04098

Business: (207) 233-4853  
E-mail: Daniel.Noonan@Sedgwick.com

**Claim Number:** 4A2407G8YRM-0001

**Policy Number:** PEPKG0026001

**Type of Loss:** Lightning

Date Contacted: 7/17/2024 5:37 AM

Date of Loss: 7/13/2024 12:00 AM

Date Inspected: 7/19/2024 5:38 AM

Date Est. Completed: 9/13/2024 4:08 PM

Date Received: 7/24/2024 12:19 PM

Date Entered: 7/17/2024 3:13 PM

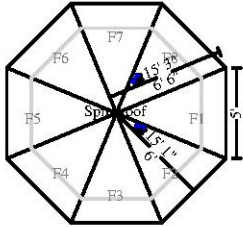
Price List: MEPO8X\_JUL24  
Restoration/Service/Remodel

Estimate: CITY\_OF\_BIDDEFORD4

**NOTICE:** This estimated scope of damages and prices contained in this document are based upon the actual damages viewed by the Sedgwick adjuster at the time of the inspection of this loss. This document does not contain any repair cost for hidden damages that may later be discovered during repairs. This document does not constitute a settlement of any insurance claim and all estimates contained herein are subject to insurance company review and approval. This document is not an authorization to make any repairs to property. Authorization for repairs can only be given by the property owner. Any guarantee of payment must come from the property owner. No insurance adjuster has authority to authorize any work or guarantee any payments for repairs made to an insured risk. Neither Sedgwick nor the insurance company assumes responsibility for the sufficiency or quality of repairs made.

**CITY\_OF\_BIDDEFORD4**

**Roof**



**Spire roof**

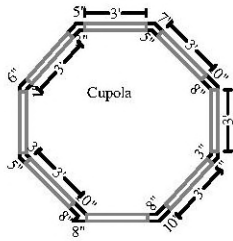
299.79 Surface Area  
39.76 Total Perimeter Length  
122.26 Total Hip Length

3.00 Number of Squares

| DESCRIPTION                                                         | QUANTITY  | UNIT PRICE | TAX         | O&P             | RCV              | DEPREC.         | ACV              |
|---------------------------------------------------------------------|-----------|------------|-------------|-----------------|------------------|-----------------|------------------|
| 1. Tear off, haul and dispose of comp. shingles - 3 tab             | 3.00 SQ   | 79.37      | 0.00        | 47.62           | 285.73           | (0.00)          | 285.73           |
| 2. Remove Additional charge for high roof (2 stories or greater)    | 3.00 SQ   | 6.10       | 0.00        | 3.66            | 21.96            | (0.00)          | 21.96            |
| 3. Additional charge for high roof (2 stories or greater)           | 3.00 SQ   | 30.80      | 0.00        | 18.48           | 110.88           | (0.00)          | 110.88           |
| 4. Laminated - comp. shingle rfg. - w/ felt                         | 3.00 SQ   | 380.01     | 0.00        | 228.00          | 1,368.03         | (760.02)        | 608.01           |
| 5. Remove Additional charge for steep roof greater than 12/12 slope | 3.00 SQ   | 31.50      | 0.00        | 18.90           | 113.40           | (0.00)          | 113.40           |
| 6. Additional charge for steep roof greater than 12/12 slope        | 3.00 SQ   | 138.60     | 0.00        | 83.16           | 498.96           | (0.00)          | 498.96           |
| 7. R&R Hip / Ridge cap - Standard profile - composition shingles    | 122.00 LF | 11.70      | 0.00        | 285.48          | 1,712.88         | (604.31)        | 1,108.57         |
| 8. Crane and operator - 115 ton capacity                            | 20.00 HR  | 345.63     | 0.00        | 1,382.52        | 8,295.12         | (0.00)          | 8,295.12         |
| 9. Roofer - per hour                                                | 36.00 HR  | 196.34     | 0.00        | 1,413.64        | 8,481.88         | (0.00)          | 8,481.88         |
| Extra roofing labor for height, difficult access, safety equipment  |           |            |             |                 |                  |                 |                  |
| 10. Carpentry - General Laborer - per hour                          | 12.00 HR  | 50.88      | 0.00        | 122.12          | 732.68           | (0.00)          | 732.68           |
| Extra labor for difficult access, height and safety set up          |           |            |             |                 |                  |                 |                  |
| 11. Scrape more than the perimeter & prep for paint                 | 79.53 SF  | 0.87       | 0.00        | 13.84           | 83.03            | (69.19)         | 13.84            |
| 12. Paint exterior soffit - wood - 1 coat                           | 79.53 SF  | 1.95       | 0.00        | 31.02           | 186.10           | (155.08)        | 31.02            |
| 13. Finish Carpenter - per hour                                     | 32.00 HR  | 66.56      | 0.00        | 425.98          | 2,555.90         | (0.00)          | 2,555.90         |
| Labor for soffit, fascia and trim repairs                           |           |            |             |                 |                  |                 |                  |
| 14. Materials for trim, soffit and fascia repairs *                 | 1.00 EA   | 600.00     | 0.00        | 120.00          | 720.00           | (150.00)        | 570.00           |
| <b>Totals: Spire roof</b>                                           |           |            | <b>0.00</b> | <b>4,194.42</b> | <b>25,166.55</b> | <b>1,738.60</b> | <b>23,427.95</b> |
| <b>Total: Roof</b>                                                  |           |            | <b>0.00</b> | <b>4,194.42</b> | <b>25,166.55</b> | <b>1,738.60</b> | <b>23,427.95</b> |

**Bell Tower**

PO Box 673  
Westbrook, ME 04098



### Cupola

Height: 8'

|                           |                         |
|---------------------------|-------------------------|
| 110.04 SF Walls           | 65.00 SF Ceiling        |
| 175.04 SF Walls & Ceiling | 65.00 SF Floor          |
| 7.22 SY Flooring          | 5.38 LF Floor Perimeter |
| 29.38 LF Ceil. Perimeter  |                         |

|                              |            |                     |
|------------------------------|------------|---------------------|
| Missing Wall - Goes to Floor | 3' X 5'    | Opens into Exterior |
| Missing Wall - Goes to Floor | 3' X 5'    | Opens into Exterior |
| Missing Wall - Goes to Floor | 3' X 6' 8" | Opens into Exterior |
| Missing Wall - Goes to Floor | 3' X 5'    | Opens into Exterior |
| Missing Wall - Goes to Floor | 3' X 5'    | Opens into Exterior |
| Missing Wall - Goes to Floor | 3' X 5'    | Opens into Exterior |
| Missing Wall - Goes to Floor | 3' X 5'    | Opens into Exterior |
| Missing Wall - Goes to Floor | 3' X 5'    | Opens into Exterior |

| DESCRIPTION                                                        | QUANTITY  | UNIT PRICE | TAX         | O&P           | RCV             | DEPREC.       | ACV             |
|--------------------------------------------------------------------|-----------|------------|-------------|---------------|-----------------|---------------|-----------------|
| 15. R&R T & G paneling - double beaded vee (unfinished)            | 65.00 SF  | 9.16       | 0.00        | 119.08        | 714.48          | (377.87)      | 336.61          |
| 16. Scrape the walls & prep for paint                              | 110.04 SF | 0.87       | 0.00        | 19.14         | 114.87          | (95.73)       | 19.14           |
| 17. Seal/prime (1 coat) then paint (2 coats) the walls and ceiling | 175.04 SF | 1.76       | 0.00        | 61.62         | 369.69          | (308.07)      | 61.62           |
| 18. Finish Carpentry - General Laborer - per hour                  | 16.00 HR  | 50.88      | 0.00        | 162.82        | 976.90          | (0.00)        | 976.90          |
| Extra labor for difficult access, height and safety set up         |           |            |             |               |                 |               |                 |
| 19. R&R Crown molding - 2 1/4"                                     | 29.38 LF  | 4.63       | 0.00        | 27.20         | 163.23          | (75.41)       | 87.82           |
| <b>Totals: Cupola</b>                                              |           |            | <b>0.00</b> | <b>389.86</b> | <b>2,339.17</b> | <b>857.08</b> | <b>1,482.09</b> |
| <b>Total: Bell Tower</b>                                           |           |            | <b>0.00</b> | <b>389.86</b> | <b>2,339.17</b> | <b>857.08</b> | <b>1,482.09</b> |

### Systems

| DESCRIPTION                                                                        | QUANTITY | UNIT PRICE | TAX         | O&P         | RCV             | DEPREC.     | ACV             |
|------------------------------------------------------------------------------------|----------|------------|-------------|-------------|-----------------|-------------|-----------------|
| 20. Repair to interior access equipment - see invoice from Minuteman Security *    | 1.00 EA  | 4,870.00   | 0.00        | 0.00        | 4,870.00        | (0.00)      | 4,870.00        |
| 21. Repair to fire suppression equipment - see invoice from Maine State Security * | 1.00 EA  | 3,485.79   | 0.00        | 0.00        | 3,485.79        | (0.00)      | 3,485.79        |
| <b>Totals: Systems</b>                                                             |          |            | <b>0.00</b> | <b>0.00</b> | <b>8,355.79</b> | <b>0.00</b> | <b>8,355.79</b> |

### General



PO Box 673  
Westbrook, ME 04098

| DESCRIPTION                                                             | QUANTITY | UNIT PRICE | TAX         | O&P             | RCV              | DEPREC.         | ACV              |
|-------------------------------------------------------------------------|----------|------------|-------------|-----------------|------------------|-----------------|------------------|
| 22. Debris chute hopper - (per week) - 30" x 4' section                 | 30.00 WK | 35.00      | 0.00        | 210.00          | 1,260.00         | (0.00)          | 1,260.00         |
| 23. Dumpster load - Approx. 12 yards, 1-3 tons of debris                | 1.00 EA  | 580.60     | 0.00        | 116.12          | 696.72           | (0.00)          | 696.72           |
| 24. Engineering consult - see invoice from L&L Structural Engineering * | 1.00 EA  | 425.00     | 0.00        | 0.00            | 425.00           | (0.00)          | 425.00           |
| <b>Totals: General</b>                                                  |          |            | <b>0.00</b> | <b>326.12</b>   | <b>2,381.72</b>  | <b>0.00</b>     | <b>2,381.72</b>  |
| <b>Line Item Totals: CITY_OF_BIDDEFORD4</b>                             |          |            | <b>0.00</b> | <b>4,910.40</b> | <b>38,243.23</b> | <b>2,595.68</b> | <b>35,647.55</b> |

### Grand Total Areas:

|                           |                                   |                              |
|---------------------------|-----------------------------------|------------------------------|
| 110.04 SF Walls           | 65.00 SF Ceiling                  | 175.04 SF Walls and Ceiling  |
| 65.00 SF Floor            | 7.22 SY Flooring                  | 5.38 LF Floor Perimeter      |
| 0.00 SF Long Wall         | 0.00 SF Short Wall                | 29.38 LF Ceil. Perimeter     |
| 65.00 Floor Area          | 75.22 Total Area                  | 110.04 Interior Wall Area    |
| 163.81 Exterior Wall Area | 32.09 Exterior Perimeter of Walls |                              |
| 299.79 Surface Area       | 3.00 Number of Squares            | 39.76 Total Perimeter Length |
| 0.00 Total Ridge Length   | 122.26 Total Hip Length           |                              |

| Coverage                   | Item Total       | %              | ACV Total        | %              |
|----------------------------|------------------|----------------|------------------|----------------|
| Building                   | 33,373.23        | 87.27%         | 30,777.55        | 86.34%         |
| Other Structures           | 0.00             | 0.00%          | 0.00             | 0.00%          |
| Business Personal Property | 4,870.00         | 12.73%         | 4,870.00         | 13.66%         |
| <b>Total</b>               | <b>38,243.23</b> | <b>100.00%</b> | <b>35,647.55</b> | <b>100.00%</b> |

PO Box 673  
Westbrook, ME 04098

Summary for Building

|                                               |                    |
|-----------------------------------------------|--------------------|
| Line Item Total                               | 28,462.83          |
| Overhead                                      | 2,455.20           |
| Profit                                        | 2,455.20           |
| <b>Replacement Cost Value</b>                 | <b>\$33,373.23</b> |
| Less Depreciation                             | (2,595.68)         |
| <b>Actual Cash Value</b>                      | <b>\$30,777.55</b> |
| Less Deductible                               | (10,000.00)        |
| <b>Net Claim</b>                              | <b>\$20,777.55</b> |
| Total Recoverable Depreciation                | 2,595.68           |
| <b>Net Claim if Depreciation is Recovered</b> | <b>\$23,373.23</b> |

Dan Noonan

PO Box 673  
Westbrook, ME 04098

### Summary for Business Personal Property

|                               |                   |
|-------------------------------|-------------------|
| Line Item Total               | 4,870.00          |
| <b>Replacement Cost Value</b> | <b>\$4,870.00</b> |
| <b>Net Claim</b>              | <b>\$4,870.00</b> |

\_\_\_\_\_  
Dan Noonan

PO Box 673  
Westbrook, ME 04098

Recap of Taxes, Overhead and Profit

|            | Overhead (10%) | Profit (10%) |
|------------|----------------|--------------|
| Line Items | 2,455.20       | 2,455.20     |
| Total      | 2,455.20       | 2,455.20     |

PO Box 673  
Westbrook, ME 04098

## Recap by Room

**Estimate: CITY\_OF\_BIDDEFORD4**

**Area: Roof**

**Spire roof**

Coverage: Building

100.00% =

**20,972.13**

**62.92%**

20,972.13

**Area Subtotal: Roof**

Coverage: Building

100.00% =

**20,972.13**

**62.92%**

20,972.13

**Area: Bell Tower**

**Cupola**

Coverage: Building

100.00% =

**1,949.31**

**5.85%**

1,949.31

**Area Subtotal: Bell Tower**

Coverage: Building

100.00% =

**1,949.31**

**5.85%**

1,949.31

**Systems**

Coverage: Building

41.72% =

**8,355.79**

**25.07%**

3,485.79

Coverage: Business Personal Property

58.28% =

4,870.00

**General**

Coverage: Building

100.00% =

**2,055.60**

**6.17%**

2,055.60

**Subtotal of Areas**

Coverage: Building

85.39% =

**33,332.83**

**100.00%**

28,462.83

Coverage: Business Personal Property

14.61% =

4,870.00

**Total**

**33,332.83**

**100.00%**

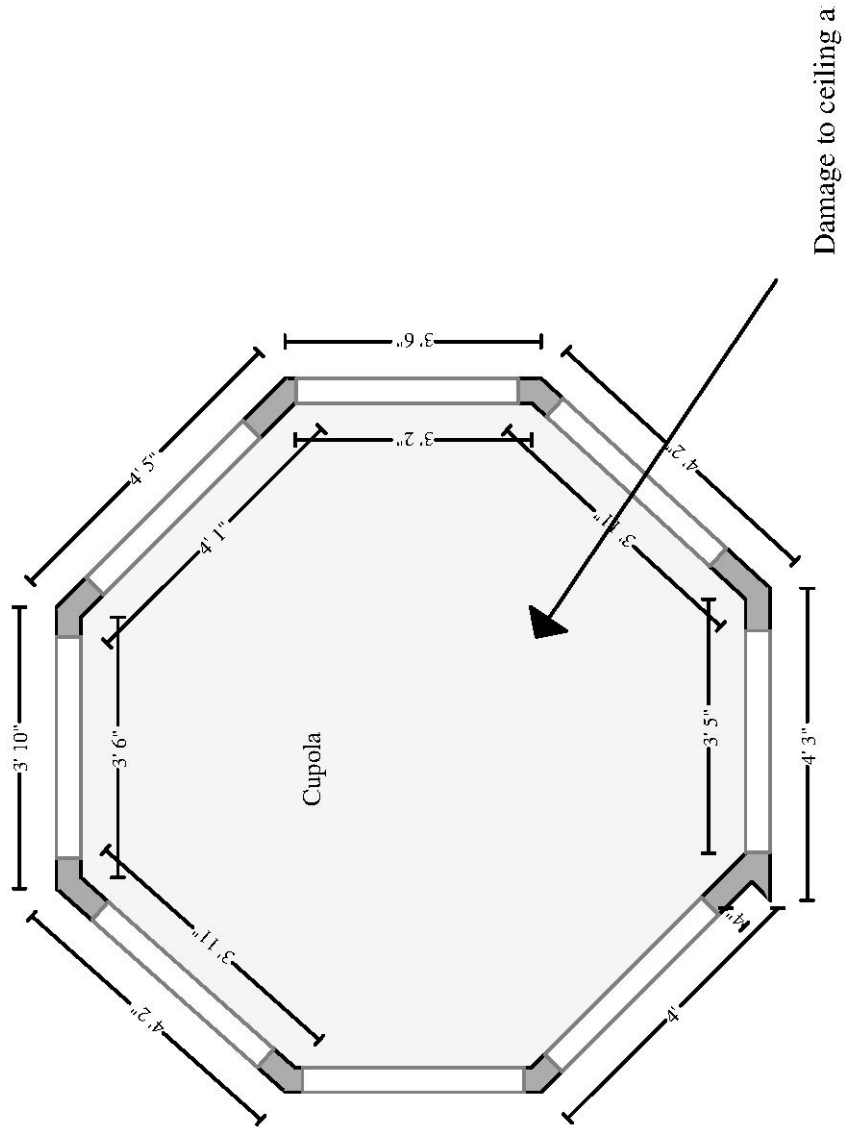


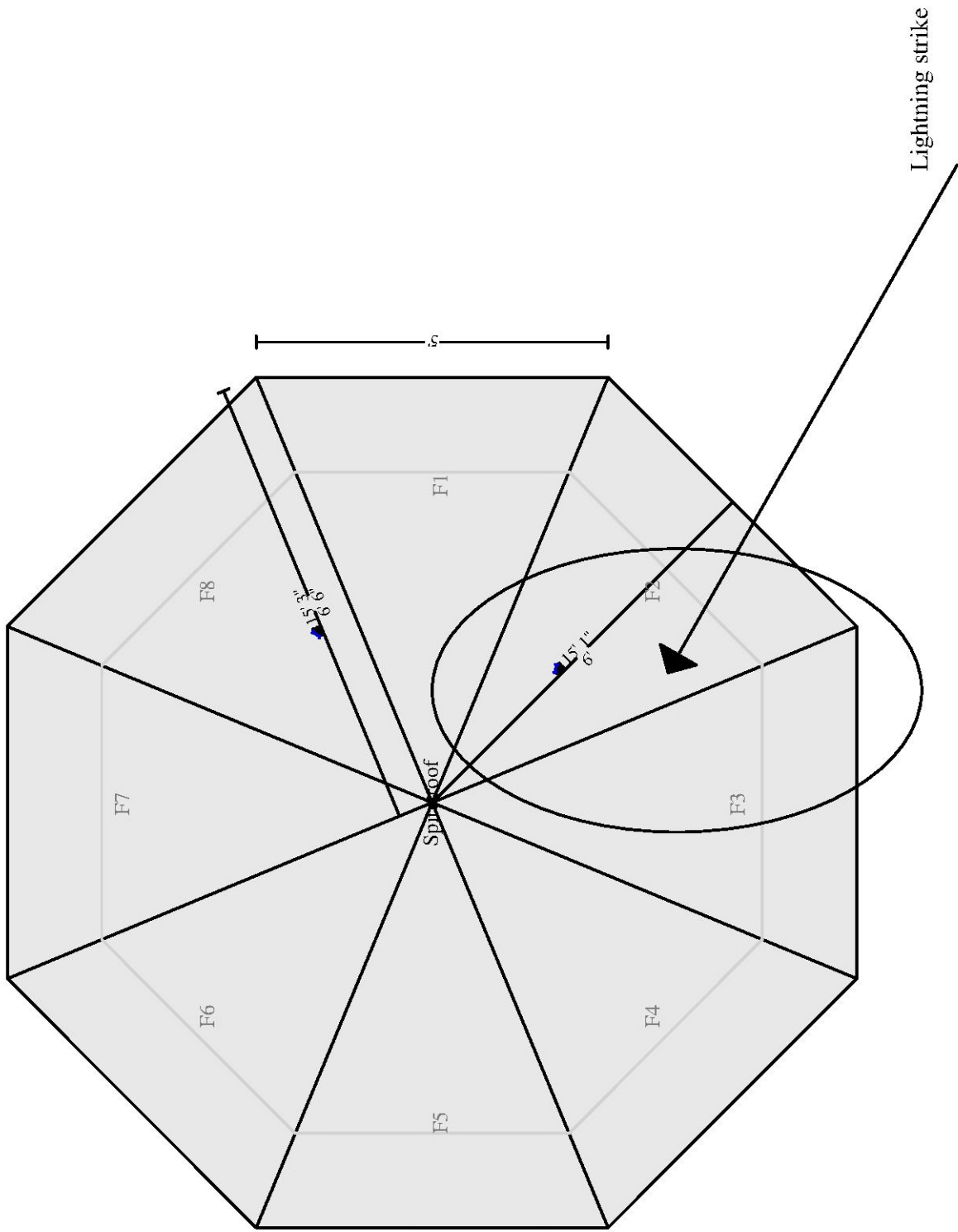
PO Box 673  
Westbrook, ME 04098

### Recap by Category with Depreciation

| O&P Items                                |   |           |  | RCV              | Deprec.         | ACV              |
|------------------------------------------|---|-----------|--|------------------|-----------------|------------------|
| <b>GENERAL DEMOLITION</b>                |   |           |  | <b>2,553.97</b>  |                 | <b>2,553.97</b>  |
| Coverage: Building                       | @ | 100.00% = |  | 2,553.97         |                 |                  |
| <b>HEAVY EQUIPMENT</b>                   |   |           |  | <b>6,912.60</b>  |                 | <b>6,912.60</b>  |
| Coverage: Building                       | @ | 100.00% = |  | 6,912.60         |                 |                  |
| <b>FINISH CARPENTRY / TRIMWORK</b>       |   |           |  | <b>3,657.11</b>  | <b>225.41</b>   | <b>3,431.70</b>  |
| Coverage: Building                       | @ | 100.00% = |  | 3,657.11         |                 |                  |
| <b>FRAMING &amp; ROUGH CARPENTRY</b>     |   |           |  | <b>610.56</b>    |                 | <b>610.56</b>    |
| Coverage: Building                       | @ | 100.00% = |  | 610.56           |                 |                  |
| <b>PANELING &amp; WOOD WALL FINISHES</b> |   |           |  | <b>566.80</b>    | <b>377.87</b>   | <b>188.93</b>    |
| Coverage: Building                       | @ | 100.00% = |  | 566.80           |                 |                  |
| <b>PAINTING</b>                          |   |           |  | <b>628.07</b>    | <b>628.07</b>   | <b>0.00</b>      |
| Coverage: Building                       | @ | 100.00% = |  | 628.07           |                 |                  |
| <b>ROOFING</b>                           |   |           |  | <b>9,622.93</b>  | <b>1,364.33</b> | <b>8,258.60</b>  |
| Coverage: Building                       | @ | 100.00% = |  | 9,622.93         |                 |                  |
| <b>O&amp;P Items Subtotal</b>            |   |           |  | <b>24,552.04</b> | <b>2,595.68</b> | <b>21,956.36</b> |
| Non-O&P Items                            |   |           |  | RCV              | Deprec.         | ACV              |
| <b>USER DEFINED ITEMS</b>                |   |           |  | <b>8,780.79</b>  |                 | <b>8,780.79</b>  |
| Coverage: Building                       | @ | 44.54% =  |  | 3,910.79         |                 |                  |
| Coverage: Business Personal Property     | @ | 55.46% =  |  | 4,870.00         |                 |                  |
| <b>Non-O&amp;P Items Subtotal</b>        |   |           |  | <b>8,780.79</b>  | <b>0.00</b>     | <b>8,780.79</b>  |
| <b>O&amp;P Items Subtotal</b>            |   |           |  | <b>24,552.04</b> | <b>2,595.68</b> | <b>21,956.36</b> |
| <b>Overhead</b>                          |   |           |  | <b>2,455.20</b>  |                 | <b>2,455.20</b>  |
| Coverage: Building                       | @ | 100.00% = |  | 2,455.20         |                 |                  |
| <b>Profit</b>                            |   |           |  | <b>2,455.20</b>  |                 | <b>2,455.20</b>  |
| Coverage: Building                       | @ | 100.00% = |  | 2,455.20         |                 |                  |
| <b>Total</b>                             |   |           |  | <b>38,243.23</b> | <b>2,595.68</b> | <b>35,647.55</b> |

Insured: CITY OF BIDDEFORD  
Claim #: 4A2407G8YRM-0001





Lightning strike

| FACE             | SQ FT  | # SQs | Slope - Rise / 12 |
|------------------|--------|-------|-------------------|
| F1               | 37.47  | 0.37  | 27.67             |
| F2               | 37.47  | 0.37  | 27.67             |
| F3               | 37.47  | 0.37  | 27.67             |
| F4               | 37.47  | 0.37  | 27.67             |
| F5               | 37.47  | 0.37  | 27.67             |
| F6               | 37.47  | 0.37  | 27.67             |
| F7               | 37.47  | 0.37  | 27.67             |
| F8               | 37.47  | 0.37  | 27.67             |
| Estimated Total: | 299.79 | 3.00  |                   |



## Finance Committee

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**Meeting Date:** April 15, 2025  
**Meeting Time:** 5:00 PM  
**Agenda Item No:** 4.b  
**Item Description:** 2025.37 Approval Rec Playground RFP  
**Submitted By:** Lisa Thompson, Recreation Director

### **Supporting Information/Documentation:**

Biddeford Playground\_J.Richard Martin RFP Response - Ultiplay, NERECGROUPProposal, ME REC and DESIGN Proposal, BURKE proposal, NERECGROUP3, Burke photo 1

### **Key Terms:**

N/A

### **Executive Summary:**

To approve funding for a new playground to be installed at the J. Richard Martin Community Center, 189 Alfred St.,

### **Detailed Review:**

The Recreation Department published an RFP for a new playground to be installed at the J. Richard Martin Community Center. The Community Center is home of the city's after-school program for ages 5- 11, and also supports an 8-week summer camp and 2 school vacation week camps for children ages 5-11. Approximately 125–150 children attend programs at the Community Center Monday-Friday, approximately 42 weeks during the school year and 8 additional weeks in the summer. We received proposals from 4 different companies and a total of 9 designs. Pricing ranged from \$192,900 to \$249,900.

### **Funding Source:**

\$241,886.00 to be funded through a Community Development Block Grant (CDBG)

### **Staff Recommendation:**

Recreation Department staff are recommending and combination of Concepts #1 and #2 from the proposal from Ultiplay in the amount of \$241,866.00 This design utilizes the entire space in the front of the facility to include the following elements for inclusive passive and active

recreational opportunities for all ages:

- A play structure for ages 5-10

- A play structure for ages 2-5

- Percussion play nature ensemble ( this may be swapped out for a different play element )

- 5 new swings

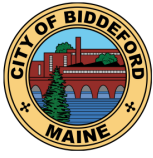
- 5 new benches

- 2 ADA picnic tables

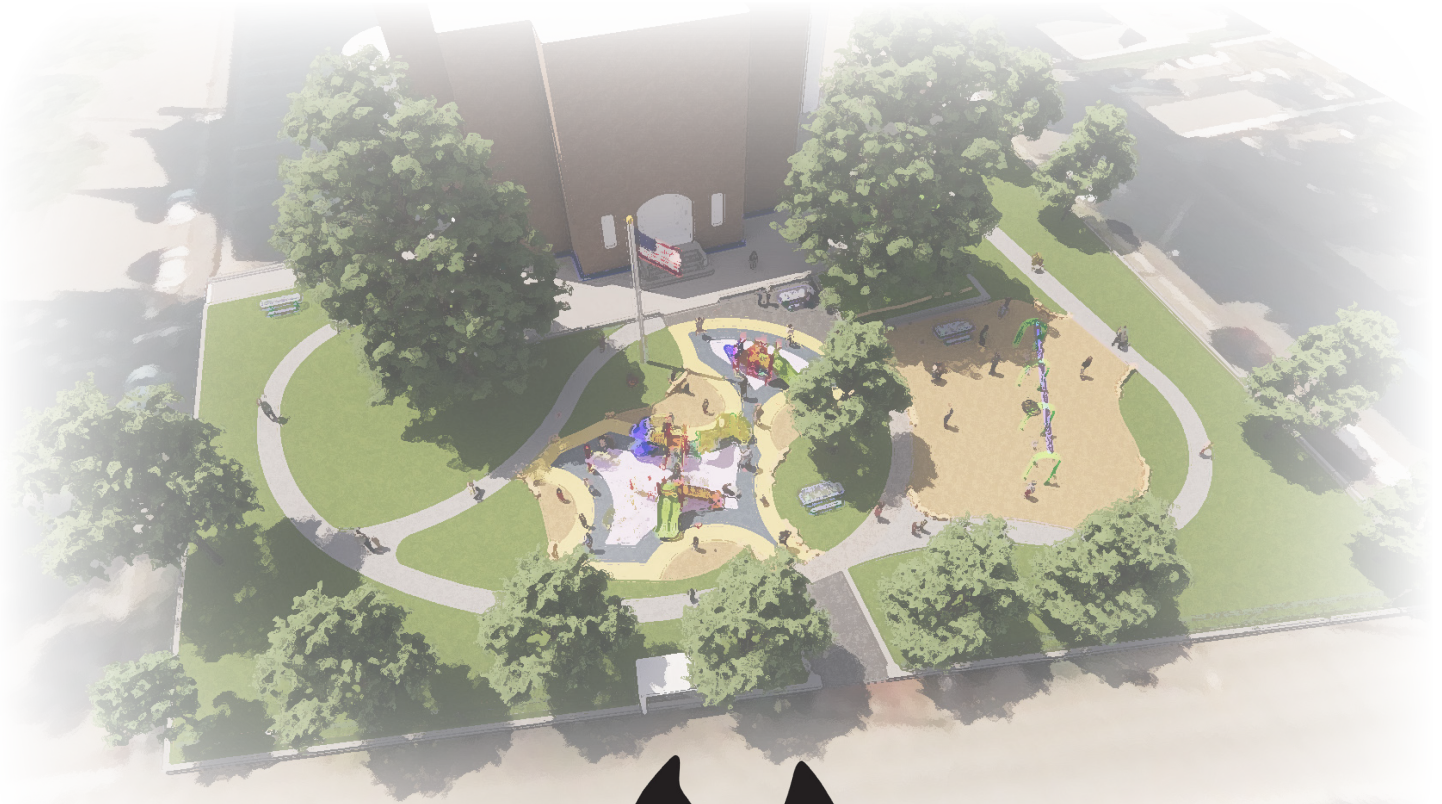
Stonedust walking paths will surround the play areas, providing opportunities for walking, allowing parents with strollers and wheelchairs to access the area.

This design and elements create a destination park that can be enjoyed by the community on a year round basis, giving all ages opportunities for recreation, socialization and gathering.





**Biddeford City Playground Project**  
**RFP Response**  
**April 7, 2024**  
J.R. Martin Community Park



# Project Approach

**Lisa Thompson, CPRP**

**Recreation Director**

City of Biddeford

P.O. Box 586

Biddeford, ME 04005

207-283-0841



## Project Understanding

We are pleased to submit our proposal for the design, procurement, and installation of new playground elements at the J. Richard Martin Community Center. We recognize the incredible potential this site holds—not only as a vibrant recreational space for children, but as a true community cornerstone that reflects Biddeford’s values of inclusion, history, and connection.

## The Value of Play and Community

At its core, a playground is more than a collection of structures. It’s a civic space where imaginations run free, neighbors meet, and children of all abilities learn through movement, interaction, and joy. In community parks like J. Richard Martin, play becomes a vehicle for public life—fostering mental, physical, and emotional well-being in ways that echo for generations. A well-designed play space is a daily investment in the health, creativity, and cohesion of the community it serves.

## Our Project Understanding

We understand this project includes the design and installation of play systems for two age groups—ages 2-5 and 5-12—within the defined playground boundaries. The City’s expectations include commercial-grade equipment, safe surfacing, accessibility compliance (ADA), and adherence to federal safety standards (CPSC, ASTM, IPEMA). Equipment should be installed turnkey, with delivery, instructions, and maintenance documentation included.

We also acknowledge the most recent addendum issued by the City, including clarification on fence placement and layout limitations. Our designs fully consider this guidance.

## Why Four Concepts Instead of Two

While the RFP requested two conceptual sketches with itemized pricing, we felt that limiting the design response to two concepts would restrict the City’s ability to fully visualize the range of opportunities for this special site.

Our team believes that J. Richard Martin Community Center deserves options that reflect the entire spectrum of investment, programming, and vision. In response, we’ve developed four scalable concepts—each with its own identity, priorities, and cost considerations—offering short-term practicality and long-term adaptability.



# Project Approach



## **The Four Concepts: From Full-Scale to Strategic Flexibility**

### **Concept 1: Community-Focused with Balanced Play & Gathering**

A fully realized community park approach, blending play for all ages with shaded seating, music elements, gathering spaces, and integrated surfacing. This concept is ideal for communities seeking a long-term, all-inclusive destination.

### **Concept 2: Community-Centric with Big Play Energy & Active Recreation**

A bold, play-centric scheme centered on large climbing structures, active zones, and immersive physical engagement. This option maximizes adventure within budget while minimizing paths and non-play features.

### **Concept 3: The Heritage Grid – Max Play**

Focused on high-energy, large-scale play within a rectilinear layout, this concept reflects a balance between tradition and activity. Its organized design and prominent structures honor the park's urban context and its future as a civic landmark.

### **Concept 4: The Heritage Grid - Reduced**

Designed to meet essential needs for the next 3–5 years, this concept offers high-impact, inclusive play on a reduced scale. It provides critical accessibility, sensory features, and core amenities, ensuring meaningful use within a modest investment.

## **A Thoughtful, Collaborative Approach**

We are committed to collaborating closely with Biddeford's Recreation and Public Works/Parks Departments to ensure a successful project outcome. Our approach balances creative vision with practical execution, attention to detail with safety and compliance, and aesthetics with community functionality.

We're excited to be part of this journey and are confident that these four concepts offer the City a clear picture of what's possible, whether looking to build a flagship park or lay a strategic foundation for future growth.

Thank you for the opportunity to submit our proposal. We look forward to the possibility of working together to shape a space that invites all Biddeford residents to play, gather, and thrive.

# Project Incentives



## Timeline

Playworld production or lead time is currently 5 weeks. UltiPlay installer can be flexible in working with the City of Biddeford for the installation timeline. We can install anytime early summer prior to September 1<sup>st</sup>.

## Project Incentives

As part of our commitment to the long-term success of this project, UltiPlay and our team are proud to offer the following added-value incentives at no additional cost to the City of Biddeford:

- **Free post-installation site visit and safety audit** one year after completion to review equipment condition and surfacing performance.
- **Free warranty parts installation for the life of the playground** — ensuring peace of mind and minimizing long-term maintenance costs.
- **Tiered equipment discounts for future projects** — including 18% off for additional improvements at the Community Center, 20% for follow-up city projects, and 22.5% for larger multi-site efforts.
- **Sponsored ribbon cutting ceremony** celebrating the park opening, including a **collaborative community mural painting event for local children**. This mural will be created on a large, portable canvas (not the building), offering a fun, lasting expression of community pride and youth involvement.
- **Digital 3D model or visual board** of the selected concept to support fundraising, community outreach, or marketing.
- **Optional community build day coordination** for non-technical features (e.g., benches or



## Project Team



**Role: Project Lead**

**Mike Parody, CPSI**

President/Owner  
UltiPlay Parks & Playgrounds

C: 774.287.9182

T: 866.575.PLAY

W: [ultiplayus.com](http://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](http://ultiplayus.com)

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

**Role: Installer**

**Flaviano Ferreira, CPSI**

Head Foreman

C: 774.287.9182

T: 866.575.PLAY

W: [ultiplayus.com](http://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](mailto:dry-la@outlook.com)

telephone: (603) 496-8020

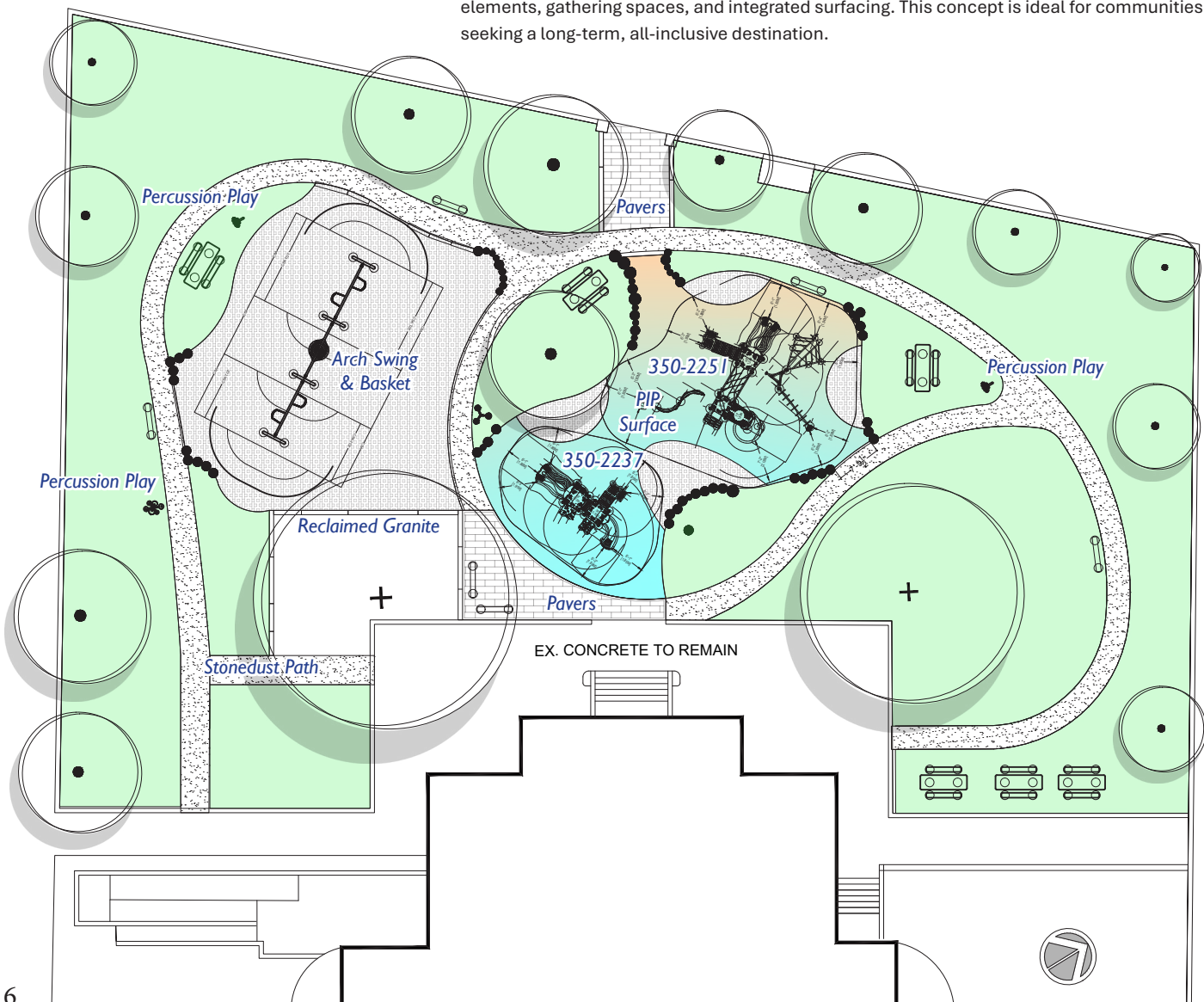
Main Office Address: 31 Miller Avenue,  
Biddeford, ME



## Concept I: Community-Focused with Balanced Play & Gathering



A fully realized community park approach, blending play for all ages with shaded seating, music elements, gathering spaces, and integrated surfacing. This concept is ideal for communities seeking a long-term, all-inclusive destination.





## Concept 1: Community-Focused with Balanced Play & Gathering

### Equipment - \$90,703

- Percussion Play Nature Ensemble (with shipping) - \$12,990
- 350-2251 Play Structure (with 18% discount) - \$42,230
- 350-2237 Play Structure (with 18% discount) - \$18,040
- Arch Swings with Basket Seat (with 18% discount) - \$8,093
- Bid Bond - \$4,900
- Shipping - \$4,450

### Site Improvements \$84,330

- Installation by UltiPlay - \$32,980
- Surfacing: 1,840 sq ft of PIP Rubber at \$25/sq ft - \$46,000
- Engineered Wood Fiber (EWf) - 130 yards at \$35/yard installed- \$4,550
- Swing Wear Mats (for all swings) - \$800

### Site Amenities \$3,600

- (2) Wabash ADA Picnic Tables - \$2,400
- (2) Taft Benches - \$1,200
- (3) Taft Benches (included with UltiPlay Partnership)

### Additional Line Items \$54,000

- Concrete unit pavers \$13,500
- Stone Dust Paths \$18,000
- Reset granite curbing 128 L.F.-\$6,000
- Natural Log Timber edging -\$5,000
- 4x4 timber edging- \$3,500
- Topsoil-\$4,500
- Planting and Seeding - \$3,500

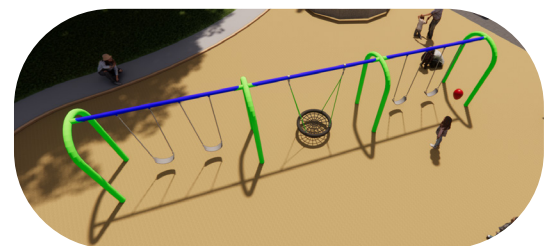
**Total Cost: \$232,633**



350-2237



350-2251



Arch Swings & Basket



## Concept I: Community-Focused with Balanced Play & Gathering





## Concept I



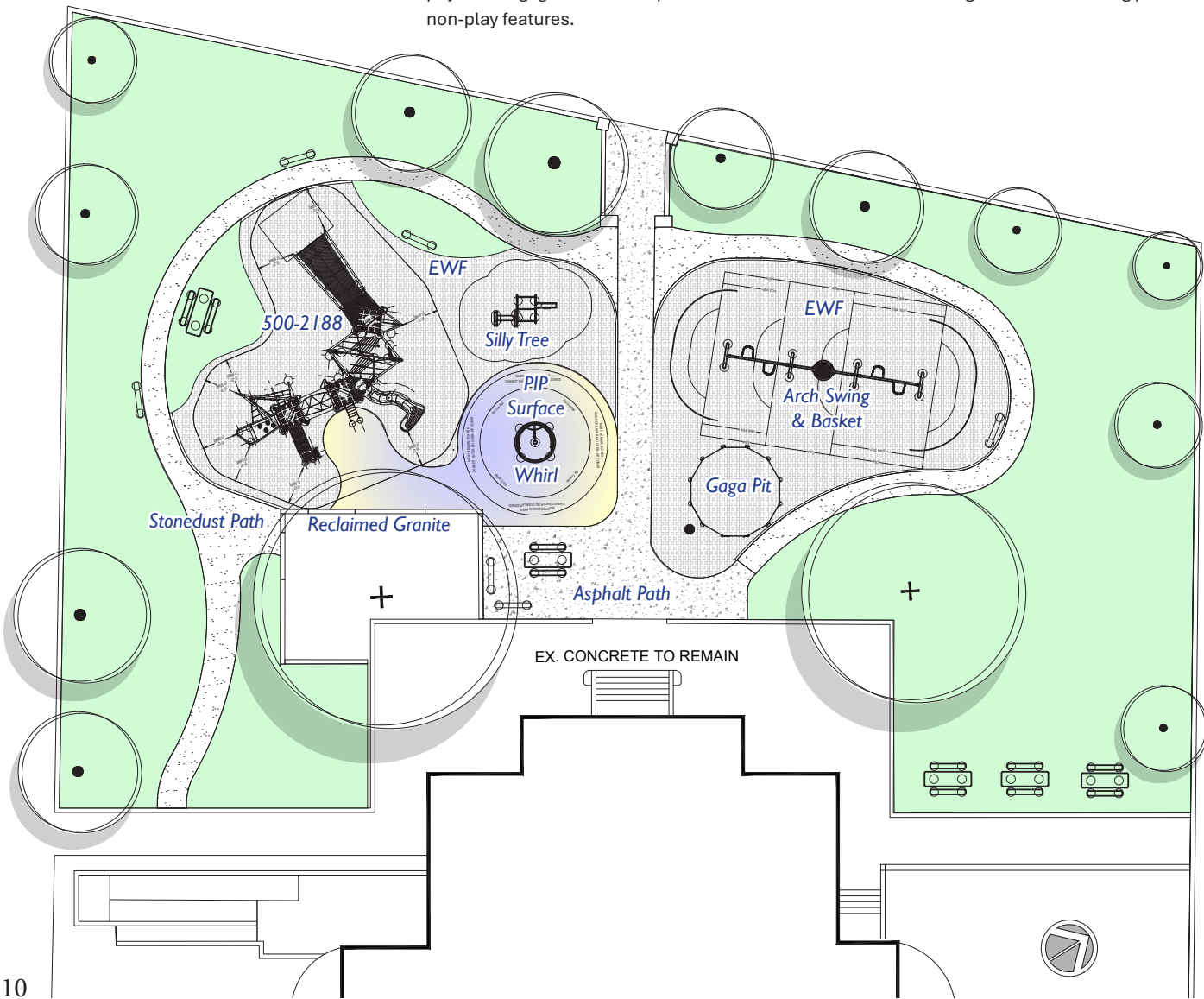


**Concept 2: Community-Centric with Big Play Energy & Active Recreation**



Play Equipment Colors TBD  
 Illustrations for Graphic Purposes Only

A bold, play-centric scheme centered on large climbing structures, active zones, and immersive physical engagement. This option maximizes adventure within budget while minimizing paths and non-play features.





## Concept 2: Community-Centric with Big Play Energy & Active Recreation

### Equipment \$119,936

- Gaga Pit - \$3,000
- 500-2188 Play Structure (with 18% discount) - \$74,620
- Accessible Whirl (with 18% discount) - \$13,448
- Silly Tree (with 18% discount) \$ 11,425
- Arch Swings with Basket Seat (with 18% discount) - \$8,093
- Bid Bond \$4,900
- Shipping \$4,450

### Site Improvements \$70,280

- Installation by UltiPlay - \$37,980
- PIP Surfacing: 910 sq ft at \$25/sq ft - \$22,750
- Engineered Wood Fiber (EWF) - 250 yards at \$35/yard installed - \$8,750
- Swing Wear Mats (for all swings) - \$800

### Site Amenities \$8,170

- (2) Wabash ADA Picnic Tables - \$2,400
- (3) Wabash Picnic Tables - \$3,970
- (3) Taft Benches - Included
- (3) Taft Benches - \$1,800

### Additional Line Items - \$43,500

- Asphalt Paths - \$15,000
- Stone Dust Paths - \$14,000
- Reset granite curbing - \$2,500
- 4x4 Timber Edging - 200 lf \$4000
- Planting and Seeding - \$3,500
- Topsoil - \$4,500

**Total Cost: \$241,886**



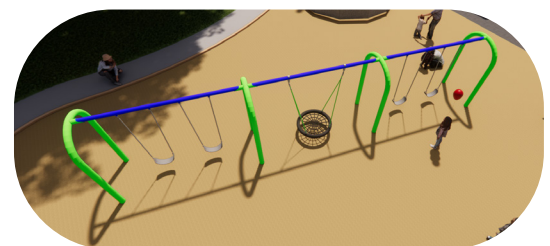
Accessible Whirl



500-2118



Silly Tree

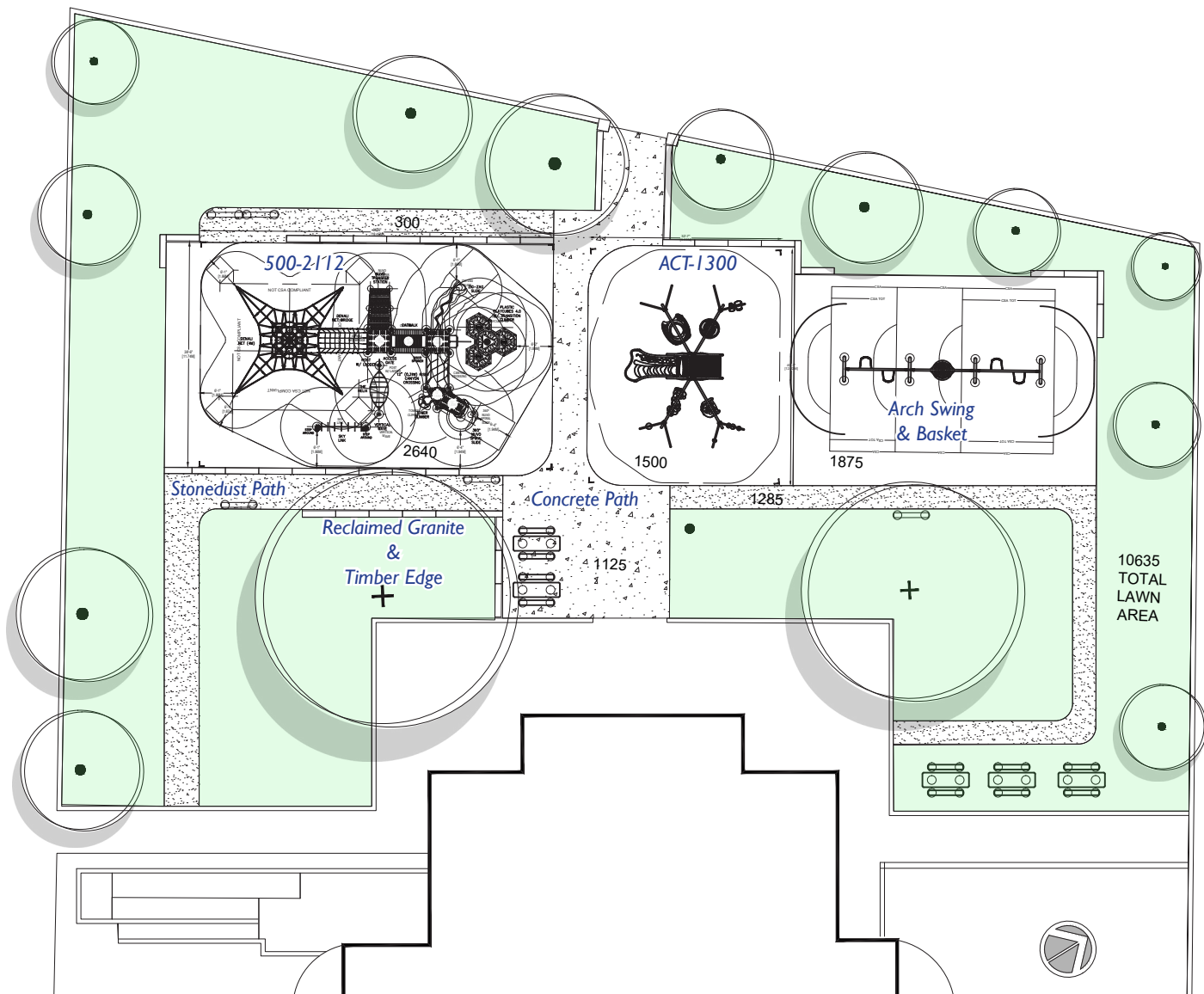


Arch Swings & Basket



### Concept 3: Heritage Grid - Max Play

Focused on high-energy, large-scale play within a rectilinear layout, this concept reflects a balance between tradition and activity. Its organized design and prominent structures honor the park's urban context and its future as a civic landmark.







## Concept 3: The Heritage Grid

### Equipment \$138,803

- Large Play Structure - \$81,180
- Additional Play Structure - \$40,180
- Arch Swings with Basket Seat - \$8,093
- Bid Bond \$4,900
- Shipping \$4,450

### Site Improvements \$47,000

- Installation by UltiPlay - \$35,700
- Engineered Wood Fiber (EWF) - 300 yards at \$35/yard installed - \$10,500
- Swing Wear Mats (for all swings) - \$800

### Site Amenities \$8,170

- (2) Wabash ADA Picnic Tables - \$2,400
- (3) Wabash Picnic Tables - \$3,970
- (3) Taft Benches - Included
- (3) Taft Benches - \$1,800

### Additional Line Items - \$49,500

- Concrete Paths --\$24,000
- Stone Dust Paths -\$5,500
- Reset granite curbing-\$6,500
- 4x4 Timber Edging - \$5,500
- Planting and Seeding - \$3,500
- Topsoil-\$4,500

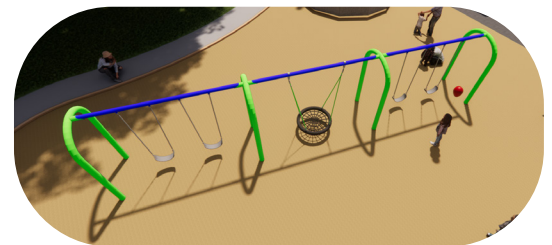
**Total Cost: \$243,473**

500-2112

Play Equipment Colors TBD



ACT-1300



Arch Swings & Basket

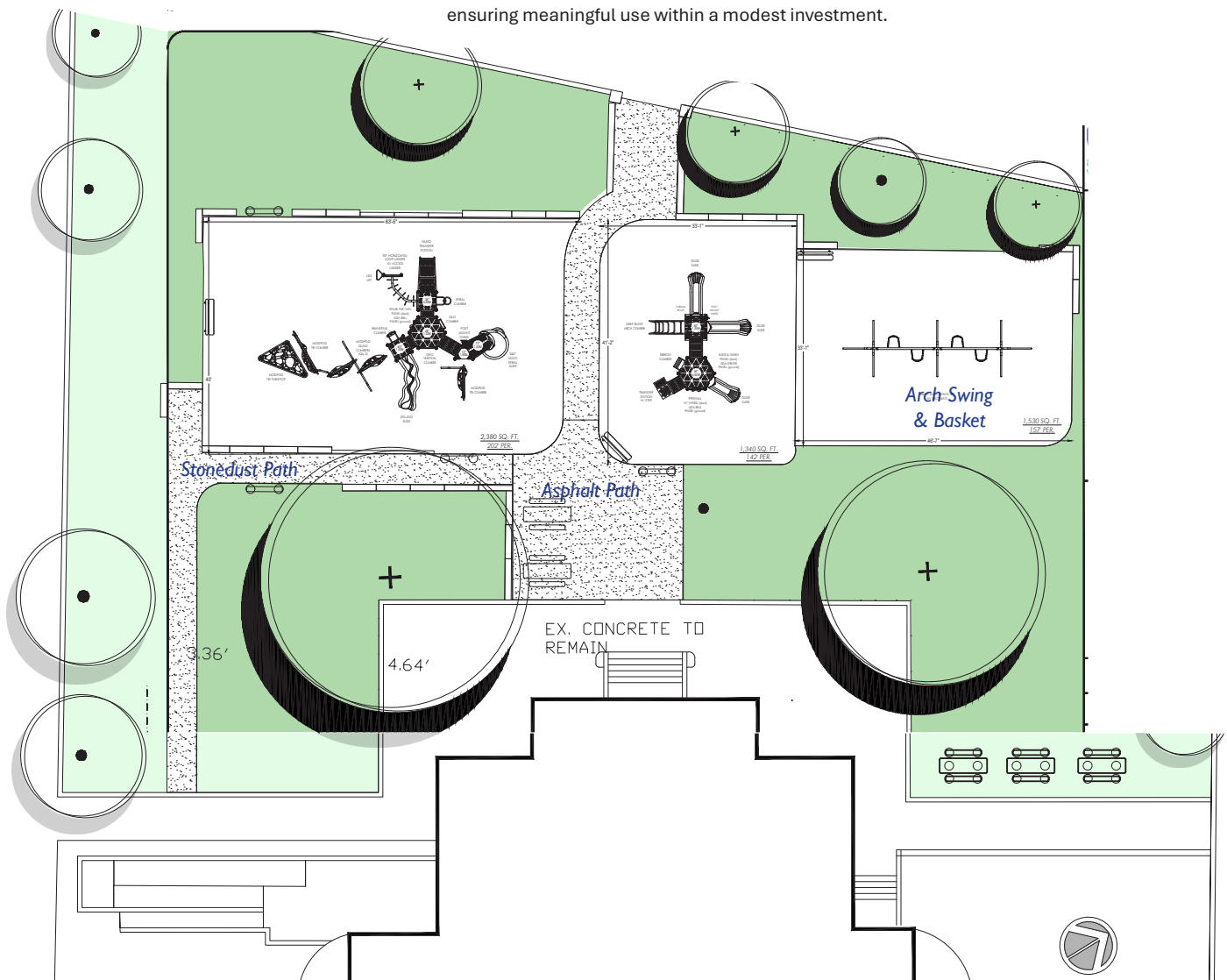
Play Equipment Colors TBD

## Concept 4: Heritage Grid - Reduced



Play Equipment Colors TBD  
Illustrations for Graphic Purposes Only

Designed to meet essential needs for the next 3–5 years, this concept offers high-impact, inclusive play on a reduced scale. It provides critical accessibility, sensory features, and core amenities, ensuring meaningful use within a modest investment.



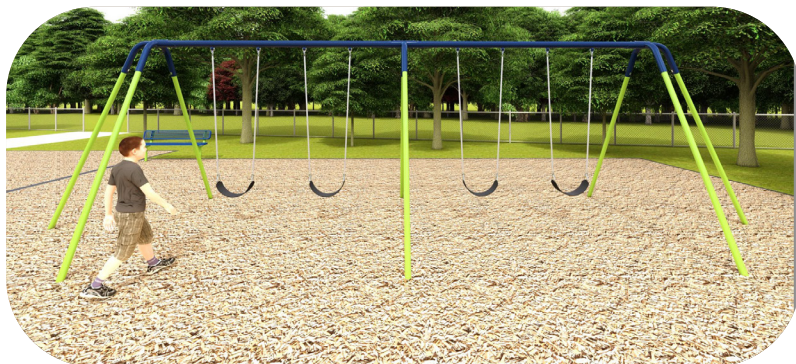




## Concept 4: Heritage Grid- Reduced

### Equipment \$110,190

- Large Play Structure - \$75,261
- Additional Play Structure - \$23,069
- Double Bay Heavy Duty Swings- \$4,260
- Bid Bond \$4,900
- Shipping \$2,700



Swings

### Site Improvements \$38,300

- Installation by UltiPlay - \$27,200
- Engineered Wood Fiber (EWf) - 300 yards at \$35/yard installed - \$10,500
- Swing Wear Mats (for all swings) - \$600

### Site Amenities Included

3 backed Wabash benches and 5 Wabash Standard Picnic Tables

### Additional Line Items

- Asphalt Paths -\$18,000
- Stone Dust Paths -\$5,500
- Reset granite curbing-\$6,500
- 4x4 Timber Edging – \$5,500
- Planting and Seeding - \$3,500
- Topsoil-\$4,500

**Total Cost: \$192,990**

## BID – CONTRACT

**PROJECT IDENTIFICATION: City of Biddeford Playground Projects**

THIS BID SUBMITTED TO: City of Biddeford, Maine

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an Agreement with OWNER in the form included in the Contract Documents, to complete all work as specified or indicated in the Contract Documents for the Contract Price, and within the Contract Time indicated in this Bid and in accordance with the Contract Documents.
2. BIDDER accepts all of the terms and conditions of the Instructions to Bidders, including without limitations those dealing with the disposition of Bid Security. This Bid will remain open for a minimum of four months after the Bid opening. BIDDER will sign the Agreement and submit the contract security and other documents required by the contract Documents within fifteen (15) days after the date of OWNER'S Notice of Award.
3. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that

(a) BIDDER has examined copies of all the Contract Documents and the following addenda:

Date 3/26/25

Number Addendum 1

(receipt of all which is hereby acknowledged) and also copies of the Invitation to Bid and the Instructions for Bidders;

(b) BIDDER has examined the site and locality where the work is to be performed, the legal requirements (federal, state, and local laws, ordinances, rules, and regulations) and the conditions affecting cost, progress, or performance of the work and has made such independent investigation as BIDDER deems necessary;

(c) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; BIDDER has not directly or indirectly induced or solicited any other BIDDER to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm, or a corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for himself any advantage over any other BIDDER or over OWNER.

4. BIDDER agrees that the work will be completed by **September 1, 2025**.



Respectfully submitted,

By: Michael Parody  
Name and Title President

For: UtiPlay Parks & Playgrounds, LLC.

(Seal if by a Corporation)

Address: 43 Main St.  
Blackstone, MA 01504

### **OUTLINE OF WORK**

- Design and installation of new playground structures.
- Removal of any waste incorporated by install of new equipment.
- Five (5) Year warranty.
- Provide a complete and operable product to the satisfaction of the owner.

# BID FORMS

Attached Below

### Unique Entity Identifier (UEI)

Any prime contractor receiving federal funds must have a UEI AND be registered in sam.gov. If you already have a UEI, please enter it here:

Business Name: Uth Play Parks & Playgrounds, Inc. UEI: ZHMLQSZ31DD3

If you do not have a UEI, please register for one and include with the bid a screenshot of our application confirmation. **When you are asked if you would like to be publicly searchable, you must click "yes".**

These resources may be helpful.

Here is some information that may be helpful to entities who either need to find their UEI or get a UEI.

<https://sam.gov/content/duns-uei>

Here is a video and Quick Start Guide for how to get a UEI if you don't have one.

[https://www.fsd.gov/gsafsd\\_sp?id=kb\\_article\\_view&sysparm\\_article=KB0038428&sys\\_kb\\_id=3fcb40b1b0a01d40ca4a97ae54bcbd7&spa=1](https://www.fsd.gov/gsafsd_sp?id=kb_article_view&sysparm_article=KB0038428&sys_kb_id=3fcb40b1b0a01d40ca4a97ae54bcbd7&spa=1)

Here is how to register in sam.gov. These registrations need to be updated annually.

<https://sam.gov/content/entity-registration>

**City of Biddeford Planning and Economic Development Department**  
**COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM**  
**CERTIFICATION OF CONTRACTOR REGARDING**  
**EQUAL EMPLOYMENT OPPORTUNITY**  
**(For Prime Contracts Exceeding \$10,000)**

**INSTRUCTIONS**

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any other of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause, and if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven (7) calendar days after bid opening. No contract shall be awarded unless such report is submitted.

**CERTIFICATION BY BIDDER**

Name and address of bidder

UltiPlay Parks & Playgrounds, Inc.  
Michael Parody  
43 Main St  
Blackstone, MA 01504

1. Bidder has participated in a previous contract or subcontract subject to the EEO Clause.  
☒ Yes      ☐ No
2. Compliance reports were required to be filed in connection with such contract or subcontract.  
☒ Yes      ☐ No
3. Bidder has filed all compliance reports due under applicable instructions, including SF-100.  
☒ Yes      ☐ No
4. Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended?  
☐ Yes      ☒ No

Michael Parody President  
Name and Title of Authorized Representative (print or type)

  
Signature of Authorized Representative

4/2/25  
Date

OCD/EEO/Con/2000



**City of Biddeford Planning and Economic Development  
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM  
CERTIFICATION OF CONTRACTOR REGARDING  
SEGREGATED FACILITIES  
(For Prime Contracts Exceeding \$10,000)**

Name of Prime Contractor: Michael Parody

Project Name and Number: Playground Project at J. Richard Martin  
Community Center

The undersigned hereby certifies that:

- (a) No segregated facilities will be maintained as required by Title VI of the Civil Rights Act of 1964.

Michael Parody President  
Name and Title of Authorized Representative (print or type)

  
Signature of Authorized Representative

4/2/25  
Date

OCD/SegCon/2000

**CITY OF BIDDEFORD HOUSING AND COMMUNITY DEVELOPMENT DIVISION**  
**SECTION 3 PRIME CONTRACTOR CERTIFICATION**

Section 3 is a provision of the Housing and Urban Development (HUD) Act of 1968 that promotes local economic development and individual self-sufficiency. Section 3 requires that to the greatest extent possible, economic opportunities that are generated by the use of Federal funds be made available to low- and very low-income persons, particularly those who receive Federal financial assistance for housing and those residing in communities where the financial assistance is expended. Section 3 established benchmark goals include (a) 25% of total labor hours worked by Section 3 workers; and (b) 5% of total labor hours worked by Targeted Section 3 workers.

UltiPlay Parks & Playgrounds, (hereinafter called the Subrecipient/Contractor), hereby CERTIFIES that upon being awarded a contract to participate in the following HUD-funded project:

City of Biddeford Playground Project (the Project) located in Biddeford in York County, that the Subrecipient/Contractor:

- A. Is under no contractual or other impediment that would prevent it from complying with requirements of Section 3 as set forth in 24 CFR Part 75; and
- B. Will comply with HUD regulations in 24 CFR Part 75; and
- C. Will submit to City of Portland appropriate Section 3 documentation of labor hours performed per contractor and subcontractor, certifications of Section 3 workers, and confirmation of Section 3 business concerns and Youthbuild participants;
- D. Will include the Section 3 Clause and Section 3 Certifications of Compliance in every subcontract, and further agrees to take the appropriate action pursuant to those regulations in the event the contractor/subcontractor is found to be in violation of 24 CFR Part 75; and
- E. Will not contract/subcontract with any contractor/subcontractor where the Subrecipient/Contractor has notice or knowledge that the contractor/subcontractor has been found in violation of any provision of 24 CFR Part 75.

Michael Parody President  
Name and Title of Authorized Representative (print or type)

[Signature]  
Signature of Authorized Representative

4/12/25  
Date

### **Section 3 Clause**

Must be included in contracts with all contractors, subcontractors, and lower-tier subcontractors

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. §1701u (Section 3), which contributes to the establishment of stronger, more sustainable communities by ensuring that employment and other economic opportunities generated by Federal financial assistance for housing and community development programs are, to the greatest extent feasible, directed toward low- and very low-income persons, particularly those who receive Federal financial assistance for housing and those residing in communities where the financial assistance is expended.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 75 regulations.
- C. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations at 24 CFR Part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract of in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 75.

Noncompliance with HUD's regulations in 24 CFR Part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.



**CONTRACTOR'S DBE/SUBCONTRACTOR  
PROPOSED UTILIZATION FORM**

**All Bidders must furnish this form with their bid on Bid Opening day**

Contractor: Uthi Play Parks & Playgrounds Inc. Telephone: 508-634-1497 Ext. \_\_\_\_\_  
 Contact Person: Michael Parody Fax: \_\_\_\_\_  
 E-mail: MParody@UthiPlayus.com Tax ID: 04-3549308  
 BID DATE: 4/7/25 Bid Price: 249,999.99  
 PROJECT # J. Martin C.C. PROJECT LOCATION: Biddleford, ME

TOTAL ANTICIPATED DBE 0 % PARTICIPATION FOR THIS CONTRACT

| W<br>B<br>E                         | M<br>B<br>E | No<br>n<br>DB<br>E | Firm Name | Item Number &<br>Description of Work | Quantity | Cost Per<br>Unit/Item | Anticipated \$<br>Value |
|-------------------------------------|-------------|--------------------|-----------|--------------------------------------|----------|-----------------------|-------------------------|
|                                     |             |                    |           |                                      |          |                       |                         |
|                                     |             |                    |           |                                      |          |                       |                         |
|                                     |             |                    |           |                                      |          |                       |                         |
|                                     |             |                    |           |                                      |          |                       |                         |
|                                     |             |                    |           |                                      |          |                       |                         |
|                                     |             |                    |           |                                      |          |                       |                         |
|                                     |             |                    |           |                                      |          |                       |                         |
| Subcontractor<br>Total<br>DBE Total |             |                    |           |                                      |          |                       |                         |

NOTE: THIS INFORMATION IS USED TO TRACK AND REPORT ANTICIPATED DBE PARTICIPATION IN ALL FEDERALLY FUNDED CDBG CONTRACTS. THE ANTICIPATED DBE AMOUNT IS VOLUNTARY AND WILL NOT BECOME A PART OF THE CONTRACTUAL TERMS.

Staff Use:

Form received: \_\_\_/\_\_\_/\_\_\_ Verified by: \_\_\_\_\_

For a complete list of certified firms and company designation (WBE/DBE) go to  
<http://www.maine.gov/mdot/civilrights/>



## Estimated Labor Hours and Positions

### Contact Information

Project Name: Playground Project at J. Richard Martin Community Center  
Project Address: 189 Alfred St. Biddeford, ME 04005  
Company Name: UTI Play Parks & Playgrounds, Inc.

### Labor Hours

Please estimate the total labor hours you expect on this project, including subcontractors. 740

### Employment

Please review the Davis-Bacon wage determination and identify any labor categories that are not captured on the wage determination, and the approximate wage for each. This information will be used to request wage classifications from the Department of Labor.

| Job Title | Wage |
|-----------|------|
|           |      |
|           |      |
|           |      |
|           |      |
|           |      |
|           |      |
|           |      |
|           |      |

Company Officer Name Printed: Michael Parody

Company Officer Signature: [Signature] Date: 4/2/25

Company Officer Email and Phone: mParody@utiplayus.com 508-6034-1497

## **Build America, Buy America**

The bidder must comply with the requirements of the Build America, Buy America (BABA) Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended, if applicable to the infrastructure project. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 FR 17001), any funds obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by a waiver.

On November 15, 2021, the Build America, Buy America Act (the Act) was enacted as part of the Infrastructure Investment and Jobs Act (IIJA). Pub. L. 117-58. The Act establishes a domestic content procurement preference, the BAP, for Federal programs that permit Federal financial assistance to be used for infrastructure projects. In Section 70912, the Act further defines a project to include "the construction, alteration, maintenance, or repair of infrastructure in the United States" and includes within the definition of infrastructure those items traditionally included along with buildings and real property. Starting May 14, 2022, new awards of Federal financial assistance from a program for infrastructure, and any of those funds obligated by the grantee, are covered under the Build America, Buy America (BABA) provisions of the Act, 41 U.S.C. 8301 note.

US Department of Housing and Urban Development (HUD) has implemented a department wide public interest *de minimis*, Small Grants, and Minor Components waiver to the BAP requirement as applied to iron, steel, manufactured products, and construction materials of the Act for recipients of Federal Financial Assistance, with the threshold for the waiver being set at \$250,000.00 for total project cost. This means that:

A. If the total project cost is \$249,999.99 or less, the project is currently exempt from BABA requirements.

B. If the total project cost totals \$250,000.00 or more, the project is subject to BABA requirements.

As officers and representative of: WhiPlay Parks & Playgrounds, LLC.  
(Name of Contractor)

On behalf of the Company, I have read the above BABA requirements and will provide back-up documentation to certify compliance with this requirement.

Michael Parody President  
Name and Title of the Authorized Representative (print or type)

[Signature] 4/2/25  
Signature of Authorized Representative Date





# AIA<sup>®</sup> Document A310<sup>™</sup> – 2010

## Bid Bond

### CONTRACTOR:

(Name, legal status and address)

ULTIPLAY PARKS AND PLAYGROUNDS, INC.  
43 Main Street  
Blackstone, MA 01504

### SURETY:

(Name, legal status and principal place of business)

LEXON INSURANCE COMPANY  
10002 Shelbyville Rd.  
Louisville, KY 40223

### OWNER:

(Name, legal status and address)

CITY OF BIDDEFORD

205 Main Street, Biddeford, ME 04005

**BOND AMOUNT:** Five Percent of Amount bid  
(5% of Amount Bid)

### PROJECT:

(Name, location or address, and Project number, if any)

Playground Project Located at J. Richard Martin Community Center, Biddeford, ME

Project Number, if any:

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

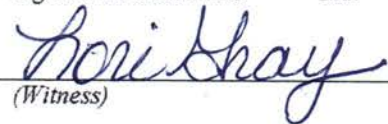
Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 28th day of March, 2025

  
(Witness)

ULTIPLAY PARKS AND PLAYGROUNDS, INC.

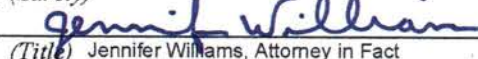
(Principal)

  
(Title)

(Seal)

LEXON INSURANCE COMPANY.

(Surety)

  
(Title)

(Seal)

Jennifer Williams, Attorney in Fact





KNOW ALL BY THESE PRESENTS, that Endurance Assurance Corporation, a Delaware corporation ("EAC"), Endurance American Insurance Company, a Delaware corporation ("EAIC"), Lexon Insurance Company, a Texas corporation ("LIC"), and/or Bond Safeguard Insurance Company, a South Dakota corporation ("BSIC"), each, a "Company" and collectively, "Sompo International," do hereby constitute and appoint: Susan A. Welsh, Sandra M. Winsted, Christina L. Sandoval, Judith A. Lucky-Eftimov, Aerie Walton, Derek J. Elston, Jennifer Williams, Salena Wood, Eric Sauer, Bartłomiej Slepiewski, Barbara Pannier, Rachel Fore, Kristin L. Hannigan, Samantha Chierici, Corinne Chapman, Jean Torres, Roger Paraison, Nicholas Kertesz, Dartonya Wright, Tara A. Reimer, Richard Casa as true and lawful Attorney(s)-In-Fact to make, execute, seal, and deliver for, and on its behalf as surety or co-surety; bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate the Company for any portion of the penal sum thereof in excess of the sum of One Hundred Million Dollars (\$100,000,000.00)

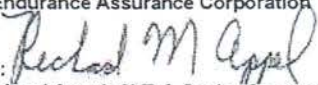
Such bonds and undertakings for said purposes, when duly executed by said attorney(s)-in-fact, shall be binding upon the Company as fully and to the same extent as if signed by the President of the Company under its corporate seal attested by its Corporate Secretary.

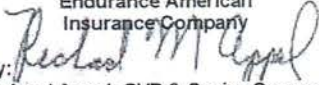
This appointment is made under and by authority of certain resolutions adopted by the board of directors of each Company by unanimous written consent effective the 30<sup>th</sup> day of March, 2023 for BSIC and LIC and the 17<sup>th</sup> day of May, 2023 for EAC and EAIC, a copy of which appears below under the heading entitled "Certificate".

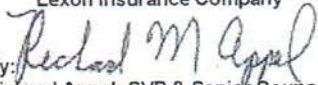
This Power of Attorney is signed and sealed by facsimile under and by authority of the following resolution adopted by the board of directors of each Company by unanimous written consent effective the 30<sup>th</sup> day of March, 2023 for BSIC and LIC and the 17<sup>th</sup> day of May, 2023 for EAC and EAIC and said resolution has not since been revoked, amended or repealed:

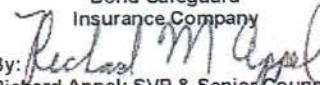
RESOLVED, that the signature of an individual named above and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signature or seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, each Company has caused this instrument to be signed by the following officers, and its corporate seal to be affixed this 25<sup>th</sup> day of May, 2023.

Endurance Assurance Corporation  
By:   
Richard Appel: SVP & Senior Counsel

Endurance American Insurance Company  
By:   
Richard Appel: SVP & Senior Counsel

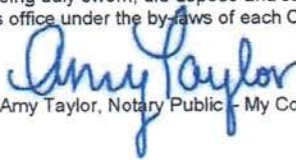
Lexon Insurance Company  
By:   
Richard Appel: SVP & Senior Counsel

Bond Safeguard Insurance Company  
By:   
Richard Appel: SVP & Senior Counsel



## ACKNOWLEDGEMENT

On this 25<sup>th</sup> day of May, 2023, before me, personally came the above signatories known to me, who being duly sworn, did depose and say that he/she is an officer of each of the Companies; and that he executed said instrument on behalf of each Company by authority of his office under the by-laws of each Company.

By: 

Amy Taylor, Notary Public - My Commission Expires 3/9/27



## CERTIFICATE

I, the undersigned Officer of each Company, DO HEREBY CERTIFY that:

1. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of each Company and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with the original power of attorney, and that the same is a true and correct copy of the original power of attorney and of the whole thereof;
2. The following are resolutions which were adopted by the board of directors of each Company by unanimous written consent effective 30<sup>th</sup> day of March, 2023 for BSIC and LIC and the 17<sup>th</sup> day of May, 2023 for EAC and EAIC and said resolutions have not since been revoked, amended or modified:

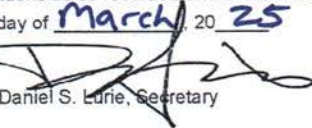
"RESOLVED, that each of the individuals named below is authorized to make, execute, seal and deliver for and on behalf of the Company any and all bonds, undertakings or obligations in surety or co-surety with others: RICHARD M. APPEL, MATTHEW E. CURAN, MARGARET HYLAND, SHARON L. SIMS, CHRISTOPHER L. SPARRO,

and be it further

RESOLVED, that each of the individuals named above is authorized to appoint attorneys-in-fact for the purpose of making, executing, sealing and delivering bonds, undertakings or obligations in surety or co-surety for and on behalf of the Company."

3. The undersigned further certifies that the above resolutions are true and correct copies of the resolutions as so recorded and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this 28<sup>th</sup> day of March, 2025

By: 

Daniel S. Lurie, Secretary

## NOTICE: U. S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL (OFAC)

No coverage is provided by this Notice nor can it be construed to replace any provisions of any surety bond or other surety coverage provided. This Notice provides information concerning possible impact on your surety coverage due to directives issued by OFAC. **Please read this Notice carefully.**

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous foreign agents, front organizations, terrorists, terrorist organizations, and narcotics traffickers as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's website - <https://www.treasury.gov/resource-center/sanctions/SDN-List>

In accordance with OFAC regulations, if it is determined that you or any other person or entity claiming the benefits of any coverage has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, any coverage will be considered a blocked or frozen contract and all provisions of any coverage provided are immediately subject to OFAC. When a surety bond or other form of surety coverage is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments may also apply.

Any reproductions are void.

Surety Claims Submission: [LexonClaimAdministration@sompo-intl.com](mailto:LexonClaimAdministration@sompo-intl.com)

Telephone: 615-553-9500 Mailing Address: Sompo International; 12890 Lebanon Road; Mount Juliet, TN 37122-2870



**CITY OF BIDDEFORD  
AFFIDAVIT OF NON-COLLUSION**

I swear (or affirm) under the penalty of perjury

1. That I am the Responder (if the Responder is an individual), a partner in the company (if the Responder is a partnership), or an officer or employee of the responding corporation having authority to sign on its behalf (if the Responder is a corporation)
2. That the attached proposal submitted in response to the J. Richard Martin C.C. Request for Proposal has been arrived at by the Responder independently and has been submitted without collusion with and without any agreement, understanding or planned common course of action with, any other Responder of materials, supplies, equipment or services described in the Request for Proposal, designed to limit fair and open competition;
3. That the contents of the proposal have not been communicated by the Responder or its employees or agents to any person not an employee or agent of the Responder and will not be communicated to any such persons prior to the official opening of the proposals; and
4. That I am fully informed regarding the accuracy of the statements made in this affidavit.

Responder's Firm Name: Wti Play Parks & Playgrounds, Inc.

Authorized Signature: [Signature]

Date: 4/2/25

Subscribed and sworn to me this 2<sup>nd</sup> day of April 2025

Notary Public: Lori L. Gray

My commission expires: 5/25/29



**LORI L. GRAY**  
Notary Public  
Commonwealth of Massachusetts  
My Commission Expires  
May 25, 2029



# 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).

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

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



|                                                                                        |                                                                                                       |                                                                             |
|----------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------|
| <b>Section 3 Housing and<br/>Community Development<br/>Employer Certification Form</b> | <b>U.S. Department of Housing and Urban<br/>Development<br/>Office of Field Policy and Management</b> | <b>HUD FORM 4736A</b><br>OMB Approval Number 2501-0041<br>(Exp. 04/30/2025) |
|----------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------|

*(In compliance with Section 3 of the HUD Act of 1968 and 24 CFR Part 75)*

Public reporting for this collection of information is estimated to average 0.5 hours per response, including the time for reviewing instructions, searching existing data sources, gathering, and maintaining the data needed, and completing and reviewing the collection of information.

Section 3 of the Housing and Urban Development Act of 1968, as amended by the Housing and Community Development Act of 1992 (Section 3), and 12 U.S.C. § 1701u ensure that employment and other economic opportunities generated by Federal financial assistance for housing and community development programs are, to the greatest extent feasible, directed toward low- and very low-income persons, particularly those who receive government assistance for housing. The regulations are found at 24 CFR Part 75. This collection of information is required in order to ensure that a worker can be certified as an eligible Section 3 worker as outlined in 24 C.F.R. § 75.31. The information will be used by the Department to ensure compliance with Section 3 of the HUD Act of 1968 employer certification requirements listed in 24 CFR § 75.31, to assess the results of the Department's efforts to meet the statutory objectives of Section 3, to prepare reports to Congress, and by recipients to ensure they are complying with their recordkeeping requirements found in the regulation, and as a self-monitoring tool.

Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions to reduce this burden, to Anna P. Guido, Reports Management Officer, QDAM, Department of Housing and Urban Development, 451 7th Street, SW, Room 4176, Washington, DC 20410-5000. When providing comments, please refer to OMB Approval No. 2501-0041. HUD may not conduct and sponsor, and a person is not required to respond to, a collection of information unless the collection displays a valid control number. No assurances of confidentiality are provided for this information collection.

The purpose of this form is to comply with Section 3 of the HUD Act of 1968 employer certification requirements listed in 24 CFR § 75.31. To qualify as a Section 3 worker, the United States legal resident's annual income must not exceed the HUD income limits for the year before the worker was hired, or the individual's current income annualized on a full-time basis for the year must be below the HUD income limit. Additionally, an individual can qualify as a Section 3 worker and Targeted Section 3 worker, if an employee of a Section 3 Business Concern. To qualify as a Targeted Section 3 worker, an employer can confirm that the employee lives within the service area or neighborhood of the project.

Please provide the following information about the business/employer:

Name of Business: UltiPlay Parks & Playgrounds, Inc.

43 Main St. Blackstone, MA 01504

Street Address City State Zip

Phone #: 508-634-1497 Email: mbroady@ultiplayus.com

Please Provide the following information about the worker/employee:

Printed Name of Worker: \_\_\_\_\_

Street Address (Not a PO Box) \_\_\_\_\_ Apt# \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone #: \_\_\_\_\_ Email: \_\_\_\_\_

Please indicate which of the following is true for the worker listed above: (Select all that apply)

|                                                                                                                                                                                                      |                                                                                  |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------|
| <input type="checkbox"/> Worker's income from your employment is below the income limit based on a calculation of what the worker's wage rate would translate to if annualized on a full-time basis* | Income limit – see income limits for worker's town of residence.<br><br>\$XX,XXX |
| <input type="checkbox"/> Worker is employed by a Section 3 Business Concern (Select if your business qualifies as a Section 3 Business Concern)                                                      |                                                                                  |
| <input type="checkbox"/> Worker's residence is within the service area or neighborhood of the project                                                                                                |                                                                                  |

\*Currently or at the time of hire if hired within the past 5 years.

I/We, the undersigned, certify under penalty of perjury that the information provided above is true and correct and certifies that the worker identified above meets the definition of a Section 3 worker. WARNING: Anyone who knowingly submits a false claim or makes a false statement is subject to criminal and/or civil penalties, including confinement for up to 5 years, fines, and civil and administrative penalties. (18 U.S.C. §§ 287, 1001, 1010, 1012; 31 U.S.C. §3729, 3802)

  
\_\_\_\_\_  
Signature

4/3/25  
\_\_\_\_\_  
Date





## J.RICHARD MARTIN COMMUNITY CENTER PLAYGROUND Biddeford, Maine 04005



**Mark Gallagher**

**Email:** Mark@nerecgroup.com

**Phone:** 508-393-1963

**Toll Free:** 800-861-1209 (only in New England)

[www.playandpark.com](http://www.playandpark.com)



BIDDEFORD, MAINE: J. Richard Martin Community Center Playground

DUE: April 7, 2025 @ 12:00pm

**PROPOSAL INDEX:**

1. New England Recreation Group Project Price Proposal
2. PLAY & PARK STRUCTURES custom DESIGN DRAWINGS
3. PLAY & PARK STRUCTURES Product & Manufacturer Information:
  - \* ABOUT PLAY & PARK STRUCTURES
  - \* PLAY & PARK WARRANTY
  - \* PLAY & PARK SAFETY STANDARD COMPLIANCE
  - \* PLAY & PARK PRODUCT QUALITY
  - \* PLAY & PARK INCLUSIVE DESIGN BEST PRACTICES
  - \* PLAY & PARK WHOLE CHILD PLAY DESIGN
  - \* PLAY & PARK PLAY VALUE ASSESSMENT
  - \* PLAY & PARK DESIGN PARTNERS
  - \* PLAY & PARK PROGRAMS
  - \* PLAY & PARK ENVIRONMENTALLY FRIENDLY
  - \* PLAY & PARK PLAYGROUND COLOR SELECTION CHART
  - \* PLAY & PARK sample Certificate of Insurance

P.O. Box 1503  
Westboro, MA 01581

P.O. Box 1050  
Tolland, CT 06084

800.861.1209  
508.393.1963  
F 508.393.1927  
[www.nerecgroup.com](http://www.nerecgroup.com)  
[nerg@nerecgroup.com](mailto:nerg@nerecgroup.com)



April 2, 2025

Lisa Thompson  
Recreation Director  
City of Biddeford  
189 Alfred Street  
Biddeford, ME 04005

Dear Lisa:

Thank you for the opportunity to submit the enclosed Playground Design Proposal and Estimate from New England Recreation Group for the J. Richard Martin Community Center Playground Project.

New England Recreation Group, Inc. is one of the only full-service Playground Representatives & Resources Designing, Supplying and Building Municipal and Community Playground, Park and Recreation Projects in the six New England States with over 50 years' experience and Factory Trained & Certified Installation.

All NERG Designs are flexible and we offer a complete Product line of the highest quality Manufacturers of Park, Playground, Recreation, Site Amenity, Athletic Equipment and Safety Surfacing all CPSC, ASTM, IPEMA, ADA & ISO 9001 & 14001 Public Playground Safety and ADA Compliant.

\* NOTE: New England Recreation Group will provide signed copies of all Contract documents  
And Bid Bond upon selection and award of Project.

A. Custom Play & Park Design # 642-174998: \$ 245,500.00 Delivered & Installed

\* See attached Price Proposal itemization sheet

- \* Delivery & Installation is currently estimated at 10-12 weeks ARO (may be subject to change- based on seasonal volume, schedule and availability at time of Order)
- \* Installation is for new Play Equipment only based on a prepared, level, debris free Site & Sub-grade provided by others and does not include Site prep, excavation, delays/costs due to abnormal/unforeseen Site, sub-grade & digging conditions, Security, Landscaping, etc.
- \* Does not include Equipment, Materials, Services, etc. not listed.

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nerg@nerecgroup.com

Your Playground Project Team includes PROJECT MANAGER, Mark Gallagher, who brings the following credentials and experience to your Project:

- 35 + years of Playground, Park and Recreation Design, Consulting, Planning, Project Management and Customer Service Experience
- Over 750 Municipal, School and Community Playground, Recreation & Park Projects
- State of Massachusetts Park & Recreation Association Commercial Representative and Executive Board Member
- Northern New England Parks & Recreation Conference (NH, VT& ME) Commercial Representative and Executive Board Planning Committee Member 2005-2024
- Member of the New Hampshire, Massachusetts, Vermont and Maine Park & Recreation Associations and the New England Parks Association

New England Recreation Group, Inc. Playground Designs include the following PLAYGROUND PROJECT SERVICES & BENEFITS:

- All Administrative & Management services to coordinate Design, Order/Production, Delivery and Installation scheduling of the HIGHEST QUALITY Playground Equipment in the Industry.
- All Project 2D & Color 3D CAD DRAWINGS and CUSTOM DESIGNS based on your Project criteria including: space, budget, target age & ability, component selection, color scheme and play environment are provided FREE of CHARGE.
- All Project Designs & Drawings meet and/or exceed all State and Federal Public Playground Safety Guidelines and Standards including ADA, CPSC, ASTM, IPEMA and ISO9001 Compliance.
- All Project Installation & Technical manuals and Owners Maintenance Kit provided free of charge
- UNIVERSAL INCLUSIVE and ADA ACCESSIBLE Designs and Programs.

New England Recreation Group, Inc. INSTALLATION SERVICES:

- CERTIFIED MANUFACTURER PLAYGROUND INSTALLATION:  
New England Recreation Group, Inc. installation crews are able to provide turnkey playground installation options including site preparation, landscaping, safety surfacing, site amenities, maintenance & repair, inspections and general construction as well as CPSI, MBE & WBE compliance. All crews have a minimum of 10 years industry experience and are FACTORY TRAINED & CERTIFIED.
- NERG Installation Teams with a minimum of 10 years of Playground Installation, Site, Surfacing, Safety, Compliance and Construction Project experience and Factory Trained Manufacturer Certified.
- Free yearly SITE VISIT & MAINTENANCE INSPECTIONS upon request.

Should you have any questions or require any additional information, please do not hesitate to contact me at 508-393-1963 (Office), direct at 508-887-5759 or email [mark@nerecgroup.com](mailto:mark@nerecgroup.com).

I sincerely appreciate your consideration and look forward to the opportunity to assist you with this Project.

Thank you,

  
Mark Gallagher  
Vice President



## SAMPLE VICINITY REFERENCES:

Please find enclosed the following New England Recreation Group, Inc. Playground References and Locations. These projects have been designed and installed by New England Recreation Group, Inc. for Municipalities, Schools and Community Projects in your State/ general vicinity. Should you have any questions or need any additional references or project site locations in the New England area please do not hesitate to contact Mark Gallagher [mark@nerecgroup.com](mailto:mark@nerecgroup.com).

1. BERWICK, MAINE: Memorial Park- Tara Barker, Rec Director (207) 698-1101
2. EPPING, NH- SAU 14 Playground-Nicole Bizarro, Recreation Director- 603-679-3006
3. EXETER, NH: Park Street Playground and Kids Park Playground  
\* Greg Bisson, Director of Parks & Recreation 603-773-6151
4. CONCORD, NH: Beaver Meadow School Playground  
\* Matt Cashman, Facilities Director, Concord Public Schools-603-219-4913
5. MILFORD, NH: Jacques Elementary & Heron Pond Elementary School Playgrounds  
\* Bill Cooper, Director of Building & Ground, Milford Public Schools- SAU 40 -603-673-2202 x 3175
6. NORTH SHORE MA AREA:
  - \* GEORGETOWN, MA: PERLEY ELEMENTARY School
  - \* DANVERS, MA: Dave Mountain, Recreation Director: (978) 479-6218  
15+ Municipal Park & School Playground locations
  - \* PEABODY, MA: Jen Davis, Recreation Director (978) 241-2898
  - \* LAWRENCE, MA: Timothy Caron, Public Schools Facilities Director (978) 935-8244
  - \* BEVERLY, MA: Bruce Doig, Recreation Director (978) 423-6883

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**BIDDEFORD, MAINE: J. Richard Martin Community Center Playground Project:**

**A. ITEMIZED PROPOSAL COSTS:**

|                                                                                                                        |               |
|------------------------------------------------------------------------------------------------------------------------|---------------|
| 1. PLAY & PARK STRUCTURES PLAYGROUND EQUIPMENT:<br>(see attached price component breakdown)                            | \$ 171,775.00 |
| 2. FREENOTES HARMONY PARK OUTDOOR MUSIC UNITS:<br>(Flower & Butterfly (1 ea.) - \$ 1,700.00 ea. + Melody: \$ 3,100.00) | \$ 6,500.00   |
| 3. EWF SURFACING (approx. 200 cyds) w/ 6 ea. WEAR MATS:                                                                | \$ 7,900.00   |
| 4. PIP RUBBER ADA Pathways (as shown per drawing) approx. 500 s.f                                                      | \$ 23,000.00  |
| 5. INSTALLATION (based on Maine Davis-Bacon wage rate)                                                                 | \$ 67,000.00  |
| 6. BID BOND (approx. 1.5% of Project Cost):                                                                            | \$ 4,143.00   |

**TOTAL: \$ 280,318.00**

**\*\*\* NEW ENGLAND RECREATION DISCOUNT: - \$ (34,818.00)**

**BID TOTAL: \$ 245,500.00**

**B. ADDITIONAL PROJECT OPTION:**

|                                            |                    |
|--------------------------------------------|--------------------|
| 1. PIP RUBBER SURFACING: Total Play Area:  | ADD: \$ 123,900.00 |
| - approx. 4800 s.f                         |                    |
| - 50% standard color/50% black speckle mix |                    |
| - 8' CFH- 3.5" thickness                   |                    |
| - Stone/dense grade sub-base- approx. 4"   |                    |

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**New England Recreation**  
**203 Southwest Cutoff**  
**Northborough, MA, 01532**  
**Phone: 508-393-1963**  
**Fax: 508-393-1927**  
**Email:**  
**Contact: Chuck Ramondo Jr**

### J.Richard Martin Community Center

Biddeford Recreation Department  
 Attn: . . .  
 189 Alfred Street  
 Suite 1  
 Biddeford, ME 04005-3277

Quote Number: 642-174998  
 Quote Date: 3/26/2025

| Stock ID | Description                            | Quantity | Weight  | Unit Price  | Amount      |
|----------|----------------------------------------|----------|---------|-------------|-------------|
| RDU      | 5-12 SUPERMAX STRUCTURE                | 1        | 4347.87 | \$87,354.00 | \$87,354.00 |
|          | 60059 -- 5"OD ALUM UPR 10'W/CAP        | 7        |         |             |             |
|          | 60060 -- 5"OD ALUM UPR 12'W/CAP        | 2        |         |             |             |
|          | 60088 -- 5"OD ALUM UPR W/CAP 14'       | 2        |         |             |             |
|          | 60645 -- DECK CURB                     | 2        |         |             |             |
|          | 60944 -- 5"OD ALUM UPR 15'W/O CAP      | 4        |         |             |             |
|          | 60949 -- 5"OD ALUM UPR 7' W/CAP        | 3        |         |             |             |
|          | 61028 -- 24"ROOF EXTENSION POST        | 4        |         |             |             |
|          | 61056 -- CURVY CANOPY                  | 1        |         |             |             |
|          | 61136 -- FUN VISOR                     | 2        |         |             |             |
|          | 71000 -- SQUARE DECK                   | 1        |         |             |             |
|          | 71001 -- TRIANGLE DECK                 | 1        |         |             |             |
|          | 71003 -- SEMI-HEX DECK                 | 2        |         |             |             |
|          | 71013 -- METAL HANDHOLD BARRIER        | 3        |         |             |             |
|          | 71015 -- RAMP DECK TO GROUND           | 1        |         |             |             |
|          | 71031 -- RING CLAMP ASSEMBLY           | 41       |         |             |             |
|          | 71104 -- INCLINE WALL CLIMBER 4'-0     | 1        |         |             |             |
|          | 71136 -- WIGGLE WAVE CLIMBER 8'-0"     | 1        |         |             |             |
|          | 71210 -- CLIMB-A-ROUND 2'-8"           | 1        |         |             |             |
|          | 71340 -- LEG LIFT                      | 1        |         |             |             |
|          | 71371 -- LABYRINTH LINK                | 1        |         |             |             |
|          | 71422 -- MAP PANEL W/O ABBEVIATION     | 1        |         |             |             |
|          | 71425 -- DRUM LINE                     | 1        |         |             |             |
|          | 71475 -- DECK TO DECK STAIR 4'-0"      | 1        |         |             |             |
|          | 71502 -- ACCESSIBLE DRIVING PANEL      | 1        |         |             |             |
|          | 71503 -- FLAT CAP PACKAGE              | 1        |         |             |             |
|          | 71675 -- CURVE LEFT SECTION            | 3        |         |             |             |
|          | 71678 -- SLIDE SUPPORT                 | 1        |         |             |             |
|          | 71754 -- DOUBLE PINNACLE CLIMBER       | 1        |         |             |             |
|          | 71900 -- DUELLING SPIRAL CASCADE-L     | 1        |         |             |             |
|          | 71903 -- LONG EXIT SECTION             | 1        |         |             |             |
|          | 72048 -- CAMBER LINK 40" RISE          | 1        |         |             |             |
|          | 316414 -- 5"OD Upright 37 5/8" Lg. C/O | 1        |         |             |             |
| RDU      | 2-5 DURAMAX STRUCTURE                  | 1        | 2388.64 | \$41,425.00 | \$41,425.00 |
|          | 60919 -- ZIG ZAG ADAPTER               | 7        |         |             |             |
|          | 62029 -- PIPE WALL W/PLAY WHEEL        | 1        |         |             |             |
|          | 62032 -- STORE PANEL                   | 1        |         |             |             |
|          | 62268 -- LOOP POLE 4'-0"               | 1        |         |             |             |
|          | 62302 -- 3.5"ALUM UPR W/O CAP 156"     | 2        |         |             |             |
|          | 62345 -- RETURN STEP                   | 1        |         |             |             |
|          | 62348 -- TRIANGLE TRANSFER 2'-8"       | 1        |         |             |             |
|          | 63306 -- 3.5"OD ALUM POST W/CAP 9'     | 1        |         |             |             |
|          | 63307 -- 3.5"OD ALUM POST W/CAP10'     | 1        |         |             |             |
|          | 63308 -- 3.5"OD ALUM POST W/CAP11'     | 4        |         |             |             |
|          | 63310 -- 3.5"OD ALUM POST W/CAP13'     | 2        |         |             |             |
|          | 63994 -- BENCH SEAT                    | 1        |         |             |             |
|          | 63995 -- CURVY CANOPY                  | 1        |         |             |             |
|          | 63997 -- CRAWL-THRU PANEL              | 1        |         |             |             |
|          | 65280 -- Button Step 10"               | 3        |         |             |             |



|        |                                |   |       |             |             |  |
|--------|--------------------------------|---|-------|-------------|-------------|--|
| 67994  | CLIMB & DISCOVER CAVE-PRI      | 1 |       |             |             |  |
| 69144  | DECK TO DECK STAIR 1'-4"       | 1 |       |             |             |  |
| 69272  | 4'-0"DBL VELOCITY SLIDE        | 1 |       |             |             |  |
| 69302  | SQUARE DECK                    | 2 |       |             |             |  |
| 69327  | 2'-8"CURVED VELOCITY           | 1 |       |             |             |  |
| 69399  | PINNACLE CLIMBER SINGLE ATTACH | 1 |       |             |             |  |
| YP453  | SHURIKEN                       | 1 | 0     | \$10,889.00 | \$10,889.00 |  |
| 65167  | REFLECTIONS SELFIE SWING 3.5"  | 1 | 60    | \$2,690.00  | \$2,690.00  |  |
| 65181  | CANTILEVER TOT SWING           | 1 | 65    | \$1,318.00  | \$1,318.00  |  |
| 65280  | Button Step 10"                | 3 | 78    | \$436.00    | \$1,308.00  |  |
| 65292  | COMMUNICATION BOARD            | 1 | 88    | \$2,711.00  | \$2,711.00  |  |
| 65293  | SWURV WITH CENTER WHEEL        | 1 | 165   | \$2,995.00  | \$2,995.00  |  |
| 67558  | 3 1/2"OD ADA ARCH SWING        | 1 | 324   | \$1,972.00  | \$1,972.00  |  |
| 67744  | ONE-FOR-ALL SEAT RESTRAIN      | 1 | 2,398 | \$215.00    | \$215.00    |  |
| 68035  | 3.5"OD STD ARCH SWING AAB      | 1 | 188   | \$1,262.00  | \$1,262.00  |  |
| SF-126 | 6' BENCH INGROUND              | 3 | 339   | \$1,054.00  | \$3,162.00  |  |
| SS7597 | BELT SEAT 3 1/2"OD S.S.        | 2 | 40    | \$446.00    | \$892.00    |  |
| SS7734 | ONE-FOR-ALL SWING SEAT SS      | 1 | 49    | \$653.00    | \$653.00    |  |

**CITY OF BIDDEFORD  
AFFIDAVIT OF NON-COLLUSION**

I swear (or affirm) under the penalty of perjury

1. That I am the Responder (if the Responder is an individual), a partner in the company (if the Responder is a partnership), or an officer or employee of the responding corporation having authority to sign on its behalf (if the Responder is a corporation)
2. That the attached proposal submitted in response to the \_\_\_\_\_ Request for Proposal has been arrived at by the Responder independently and has been submitted without collusion with and without any agreement, understanding or planned common course of action with, any other Responder of materials, supplies, equipment or services described in the Request for Proposal, designed to limit fair and open competition;
3. That the contents of the proposal have not been communicated by the Responder or its employees or agents to any person not an employee or agent of the Responder and will not be communicated to any such persons prior to the official opening of the proposals; and
4. That I am fully informed regarding the accuracy of the statements made in this affidavit.

Responder's Firm Name: \_\_\_\_\_

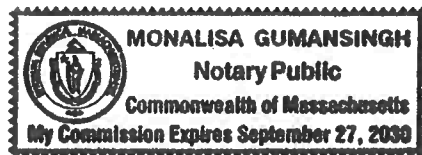
Authorized Signature: \_\_\_\_\_

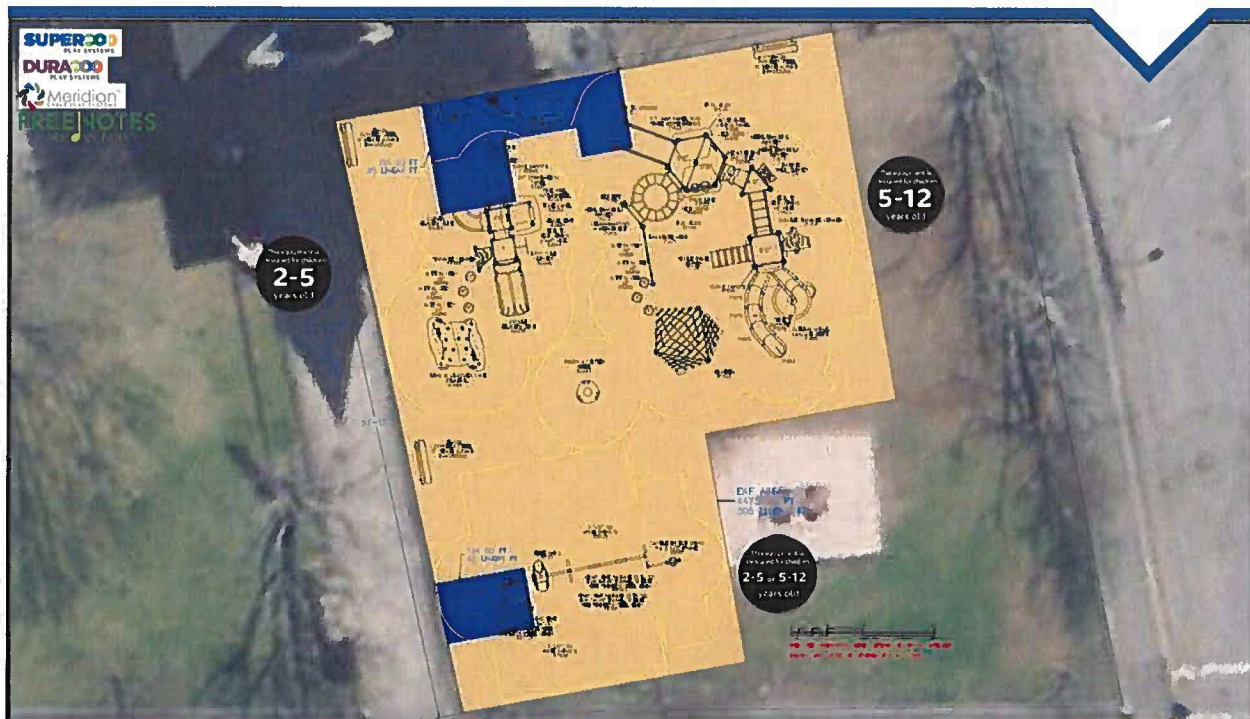
Date: \_\_\_\_\_

Subscribed and sworn to me this 25<sup>th</sup> day of March 2025

Notary Public: Monalisa Gumansingh

My commission expires: September 27, 2030





## About Play & Park Structures

Since 1976, Play & Park Structures' mission has centered around developing products, programs, and services that enhance classroom learning, create environmental awareness, promote physical activity, play for all abilities, and building community.

Play & Park Structures has been proving playgrounds that build healthy lifestyles and encourage imaginative play, while creating spaces that provide social and physical inclusion for people of all abilities.

## Features & Benefits

- Access to a world-class manufacturing facility that is ISO 9001 and 14001 certified to meet all industry standards.
- Committed to meeting and/or exceeding ASTM safety standards to help create safer play environments for children.
- The industry's best warranty, providing protection and assurance for your playground investment.

## Highlights & More Info

- Play & Park Structures created the first Outdoor Creative Play & Learning System that brings standards-based activities to the playground and outdoor environments to support children's physical and mental development.
- Over 400,000 square foot manufacturing and distribution facility equipped to handle orders of large or small quantities with a typical lead time of 8 weeks.





## Chattanooga TN - New Corporate Headquarters



Since 1976, Play & Park Structure's mission has centered around developing products, programs, and services that enhance classroom learning, create environmental awareness, promote physical activity, and build communities.

Play & Park has an appropriate play solution for a full spectrum of needs and aesthetics, including parks, schools, early childhood centers, churches, and community centers. Whether your project calls for a traditional playground or a creatively themed play, the variety of styles and materials offered allows you to choose the perfect playground to complement your vision.

Play & Park Structures is committed to meeting and/or exceeding ASTM safety standards to help create safer play environments for children. By having the industry's best warranty, Play & Park Structures provides protection and assurance for your playground investment.



## Ft. Payne, AL Southern Fulfillment Center

With Play & Park Structures being a PlayCore business unit, we have access to one of the best manufacturing facilities in the industry. Our facility is ISO 9001 and 14001 certified and our products meet all industry standards. With a more than 400,000 square facility that is well equipped to handle orders of large or small quantities, with the typical lead time on an order entered into the system being 24 to 45 days.

Play & Park Structures created the first Outdoor Creative Play & Learning System that brings standards-based activities to the playground and outdoor environments to support children's physical and mental development.

The design team continually advances the concept of play through unique designs, including traditional posts and platform playgrounds, deckless, continuous-play structures, as well as nature inspired playgrounds. In addition to aluminum, steel, and plastic components, we specialize in structures made from sustainably forested wood and recycled metal and plastic.





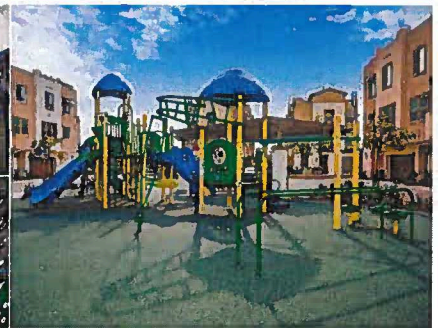
play&park  
structures®

A PLAYCORE Company

# Serious About **PLAY!**

## Serious About **STRUCTURE**

Not only do we *really* know how kids *really* play, but we also know how to help you build the playground of your dreams. Let us create one for you.

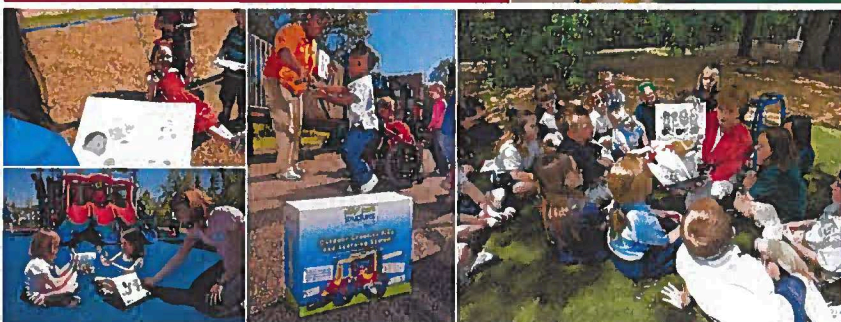
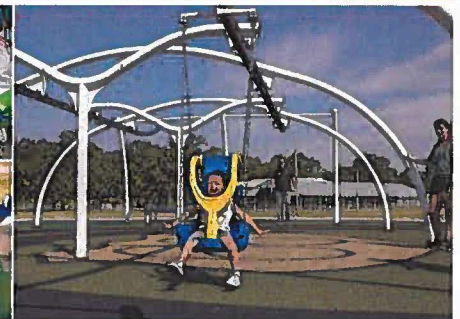


## Serious About **INCLUSION**

Our continued partnerships with researchers, play experts and educators help us develop spaces that enrich the play experience for kids of all abilities.

## Serious About **INNOVATION**

We continually work to create exciting play events like the Temple Trolley, the Swizzler and our entire line of SelfieWorld!



## Serious About **EDUCATION**

Cognitive, social and emotional connections bloom through play. We create research-based programs and structures that foster the developmental needs of the whole child.

Learn more at [playandpark.com](http://playandpark.com)





A PLAYCORE Company

544 Chestnut Street  
Chattanooga, TN 37402

Phone: 888-404-5737

Email: [customerservice@playandpark.com](mailto:customerservice@playandpark.com)

## Play & Park Structures Warranties

Play & Park Structures provides warranties on all materials and workmanship for one year, excluding vandalism. In addition, Play & Park Structures offers:

### Limited Lifetime Warranty\* on:

- Supermax, Duramax, totMax, Boulderscapes, Skyline, and Horizons uprights
- Hardware

### 20 Year Limited Warranty on:

- Recycled Plastic Lumber

### 15 Year Limited Warranty on:

- Rotationally molded products
- Metal decks, pipes, rings, rails and loops

### 10 Year Limited Warranty on:

- Redwood and pressure treated wood
- Integrated shade products
- Site furnishings
- Fiberglass signs

### 5 Year Warranty on:

- Swing Seats
- Nylon-covered cable net climbers and components
- HDPE Panels

### 3 Year Warranty on:

- "C" Springs for spring bouncers

### 1 Year Warranty on:

- All other Play & Park Structures products including moving parts
- Nylon rope products
- HDPE components
- Powder coated parts

All warranties specifically exclude damage caused by vandalism; negligence, improper installation or improper use; changes in appearance resulting from weathering; scratches, dents or marring as a result of use.

Warranties are valid only if products are installed and maintained in accordance with Play & Park Structures instructions and use approved parts

At Play & Park Structures, we stand behind our product and are committed to the highest level of customer satisfaction.

For the purpose of this warranty, lifetime encompasses no specific term of years, but rather that Seller warrants to its original customer for as long as the original customer owns the Product and uses the Product for its intended purpose; that the Product and all parts will be free from defects in material and manufacturing workmanship.





## ISO 14001

We are proud to be ISO 14001 certified for our manufacturing facility in Fort Payne, Alabama, also referred to as the "Green Certification," ISO 14001 is an internationally recognized standard for environmental management, measurement, evaluation, and auditing. As an ISO 14001 certified company, Play & Park controls the environmental impact of our activities, products, and services by implementing and an Environmental Management System (EMS) that meets international standards, but is specific to the play products being produced.



## ISO 9001

An industry certification process issued by the International Organization for Standardization. It is used to measure manufacturing standards and to certify company compliance with quality control systems covering design, development, production, installation, inspection and testing.



## ADA

Access Board (The United States Architectural and Transportation Barriers Compliance Board) has completed Accessibility Guidelines for Play Facilities as set forth in the Americans with Disabilities Act of 1990. The Final Report of the Regulatory Negotiation Committee is available via the internet.



## IPEMA



In the interest of public playground safety, the International Playground Equipment Manufacturer's Association (IPEMA) provides a Third Party Certification Service whereby a designated independent laboratory, Detroit Testing Laboratory, Inc. (DTL), validates an equipment manufacturer's certification of conformance to ASTM F1487, Standard Consumer Safety Performance Specification for Playground Equipment for Public Use, except sections 7.1.1, 10 & 12.6.1; to CAN/CSA Z614, Children's Playspaces and Equipment, except clauses 9.8, 10 & 11, or both. The use of corresponding logo in Play & Park Structures catalog signifies that Play & Park Structures has received written validation from the independent laboratory that the product(s) associated with the use of the logo conforms to the requirements of the Indicated standard. Check the IPEMA website, [www.ipema.org](http://www.ipema.org), to confirm product validation.



## ASTM



ASTM International is an independent and world renowned developer of technical standards utilized in testing a multitude of products, ASTM's F15.29 committee met regularly for over a decade in the continual development of the F1487 Standard Consumer Safety Performance Specifications for Playground Equipment for Public Use. The original standard, F1487-93 was published in 1993 and subsequently replaced by the current version F1487-07a, published in May 2007.



## CPSC

The Consumer Product Safety Commission (CPSC) is an independent agency within the United States Federal Government with the authority to inform the public of current product safety performance information and recommended practices. The CPSC first published their guidelines for public playgrounds in 1981 and have updated their publication several times since then. The current CPSC Handbook for Public Playground Safety, publication #325, is an excellent guide for owners and operators of public play environments.



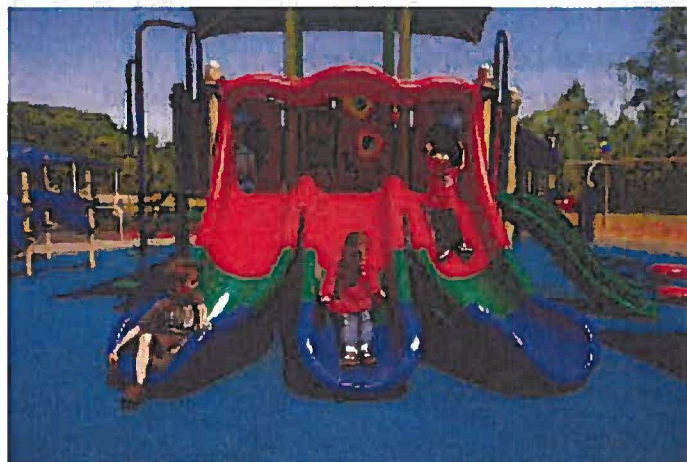


## ADA Approved Holes



- All Play & Park Structures decks and ramps have an ADA-compliant cluster punch to allow children of all abilities to play
- Transfer platforms feature large holes for gripping assistance when accessing structures

## Our Plastics



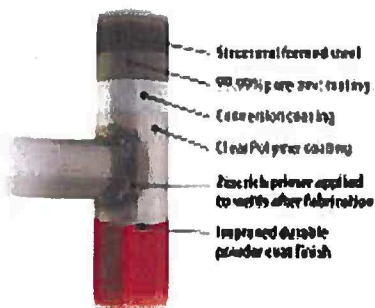
- The color pigments used in our plastics have one of the highest ratings for light stability, providing the best color stability for color fastness
- Multiple color choices available for natural and modern settings

## Our Decks



- Innovative curved bracing assures durable and sturdy decks
- Platisol and Thermoplastic coating options available
- ADA compliant holes are used for all decks and ramps

## Durability



- Zinc Rich Primer is applied to welds and aids in rust prevention and is vandal resistant
- Factory-installed post caps provide a better fit and appearance

## Hardware



- Tamper Resistant Hardware aids in the prevention of corrosion and helps reduce vandalism in our stainless steel hardware

Nationally Certified Manufacturing Facility



© Play & Park Structures® 'A PlayCore Company' 800.727.1907 [playandpark.com](http://playandpark.com)

# Evidence Based Design Best Practices



Understanding the unique features and benefits of inclusive play activities can thoughtfully support the development of the **WHOLE CHILD** and the **WHOLE ENVIRONMENT**. Align inclusive play destinations with these design essentials to intentionally ensure a developmentally robust and balanced assortment of playground activities that meet the diverse physical, social-emotional, sensory, cognitive, and communicative needs of all children, including those with disabilities. Thoughtfully applying the 7 Principles of Inclusive Playground Design® will turn research into practice to create a high-quality destination where both physical and social inclusion can occur.

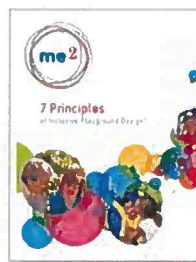
| INCLUSIVE PLAY ESSENTIAL               |                                                                                     | INCLUSIVE FEATURES & BENEFITS                                                                                                                                                                                                    | PHYSICAL                                                                            | SOCIAL-EMOTIONAL                                                                     | SENSORY                                                                               | COGNITIVE                                                                             | COMMUNICATION                                                                         | INCLUSIVE DESIGN PRINCIPLE |
|----------------------------------------|-------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------|----------------------------|
| Music                                  |    | Encourages collaboration, creativity and age-appropriate play for multigenerational users at any developmental stage                                                                                                             |    |    |    |    |    | 1                          |
| Dramatic Play                          |   | Encourages imagination, creativity, symbolic thinking, and social dialogue through pretend play                                                                                                                                  |   |   |   |   |   | 2                          |
| Graduated Levels of Physical Challenge |  | Supports the progression of physical skill development by incorporating play components that address the needs of beginning, intermediate and advanced levels of skill through activities such as climbing and upper body events |  |  |  |                                                                                       |                                                                                       | 2                          |
| Communication                          |  | Encourages language skills through motivating, collaborative and reciprocal activities with friends and family                                                                                                                   |  |  |  |  |  | 2                          |
| Looping Patterns                       |  | Supports intuitive play patterns so that children can successfully engage in repetitive, active play to develop skills                                                                                                           |  |  |                                                                                       |                                                                                       |                                                                                       | 3                          |
| Active vs. Passive Play Settings       |  | Enhances play experiences through well-organized, easy-to-recognize areas while avoiding user conflict                                                                                                                           |  |  |  |  |  | 3                          |
| Slide Transfer                         |  | Assists individuals transferring out of wheelchairs and/or their caregivers onto slides and provides additional height                                                                                                           |  |  |  |                                                                                       |                                                                                       | 4                          |



| INCLUSIVE PLAY ESSENTIAL    |                                                                                     | INCLUSIVE FEATURES & BENEFITS                                                                                                                                 | PHYSICAL                                                                            | SOCIAL-EMOTIONAL                                                                     | SENSORY                                                                               | COGNITIVE                                                                             | COMMUNICATION                                                                         | INCLUSIVE DESIGN PRINCIPLE                                                            |
|-----------------------------|-------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------|
| Ramp Access                 |    | Allows diverse users, adaptive equipment and caregivers access to social and physical play on the structure                                                   |    |    |                                                                                       |                                                                                       |    |    |
| Accessible Safety Surfacing |    | Creates accessible routes of travel to and throughout the play environment                                                                                    |    |    |    |                                                                                       |                                                                                       |    |
| Jump In Point               |    | Provides a passive area for children to observe and understand the play activity prior to participating and helps draw them into active play                  |                                                                                     |    |                                                                                       |                                                                                       |    |    |
| Cozy Spot                   |    | Offers quiet or semi-enclosed places, such as under the deck or crawl tubes, where children can seek sensory relief and retreat until ready to engage in play |                                                                                     |    |    |                                                                                       |                                                                                       |    |
| Seating                     |   | Offers clear visibility and supervision of activity areas                                                                                                     |   |   |                                                                                       |                                                                                       |   |   |
| Motion/Movement             |  | Offer sensory rich feedback to provide vestibular and proprioceptive stimulation through spinning, sliding, rocking, and/or swinging elements                 |  |  |  |  |  |  |
| Accessible Upper Body Event |  | Offers an equitable alternative to upper body/climbing equipment while still providing a rewarding fitness experience that promotes healthy physical activity |  |  |  |                                                                                       |                                                                                       |  |
| Cooperative Play            |  | Reinforces positive interactions between children through dynamic and fun experiences as they work together to drive the action or engage in the activity     |  |  |  |  |  |  |
| Half Activity/Balcony Panel |  | Provides adequate space underneath the panel to allow individuals using mobility devices to comfortably reach play activities while facing forward            |  |  |  |  |  |  |
| Shade                       |  | Integrates a balance of sunlight exposure and relief to environmental conditions                                                                              |                                                                                     |                                                                                      |  |                                                                                       |                                                                                       |  |



## Opportunities for everyone!



### Me2<sup>sm</sup> Design Guidebook

The principles outlined in the **Me2 Design Guidebook** ensure that children have access to opportunities to be smart, included, safe, independent, active, comfortable, and experience fair and equitable play. Play & Park Structures is dedicated to inclusive play environments where everyone can be part of the fun.

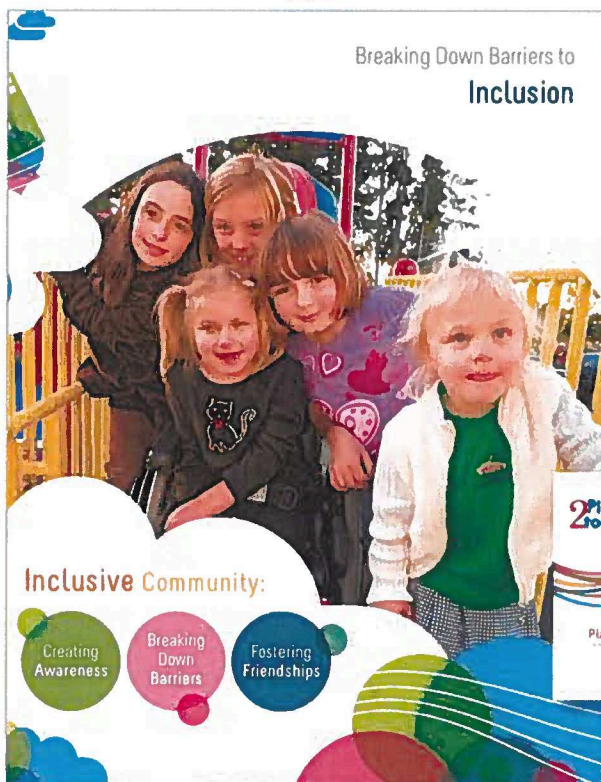
Developed in partnership with **PLAYCORE**  
Building communities through play



### Understanding Whole Child Development: Physical, Social-Emotional, Sensory, Cognitive, & Communication

Playgrounds can be special places where the developmental needs of all children, including those with disabilities, can be secured by intentionally providing opportunities for physical, social-emotional, sensory, cognitive, and communication benefits of play. Children with disabilities need to be able to explore and interact with objects and the environment to support their physical development. Investing in inclusive play for children with disabilities requires supporting their interactions with peers to develop social learning, problem-solving, social exchanges, cooperation, turn-taking, rules, and the empathy necessary for social and emotional development. The coordination of joint activity, which occurs across the social environment of play, is critical to cognitive development and must be available to children with disabilities. Positive

sensory development requires children with disabilities be able to replace their sensory input within an environment. Communication development occurs when children with disabilities are able to independently model social interactions and effectively communicate with their peers. Researchers, educators, and early childhood professionals have emphasized the interrelatedness and interdependence of developmental domains and processes. The developmental domains are linked not only with one another, but also with factors such as culture, social relationships, experience, physical health, mental health, and brain functioning (Diamond, 2007). Therefore, the process of creating truly inclusive and enhancing play experiences should start with an appreciation of the five domains of child development.



### 2 Play Together<sup>®</sup>

Celebrate inclusion across communities by creating awareness, breaking down barriers, and fostering friendships. 2 Play Together playground activities take inclusive play to the next level by promoting character development. This guide gives teachers and programmers strategies to promote meaningful play, understanding, and fun between children with and without disabilities.

Developed in partnership with **PLAYCORE**  
Building communities through play



Supporting inclusive play experiences in communities, PlayCore's Center for Professional Development utilizes a network of scholar partners, industry partners, and presenters to offer quality learning opportunities that support play and recreation initiatives.

A Play & Park Structures recreation consultant can schedule continuing education presentations to help professionals and communities advocate the health benefits of physical activity, the developmental benefits of play, and the social benefits of inclusion.

**Contact your consultant to schedule a session today at [playandpark.com/consultants](http://playandpark.com/consultants)**

Developing appropriate play environments that address the needs  
of the **whole child**

*Each product found on your structure has at least one of the Playabilities listed below.  
Look for these icons on each product page to identify which playability the product entails.*



## Cognitive

Children learn through play and interacting with people and the world around them. Supporting intuitive play behaviors that stimulate development can help keep children engaged in meaningful play for longer periods of time. Opportunities for children to problem solve, think abstractly, and develop cause and effect skills help provide unique hands on opportunities to bring learning outside.



## Communication

Playgrounds can support the development of receptive and expressive language, allowing children to demonstrate what they know and express themselves. Language development occurs through natural play behaviors and routines and is enhanced through developmentally appropriate play elements, loose parts, and outdoor programming.



## Physical

All children need opportunities to be physically active through play. Play environments that provide a variety of developmentally appropriate activities, offer healthy risk, and challenge children of all abilities, creating places where everyone wants to play.



## Sensory

Play is most meaningful in sensory-rich environments that encourage discovery and exploration. Sensory play through tactile, visual, auditory, smells and tastes, vestibular, and proprioceptive experiences help children understand the world around them.



## Social/Emotional

For play to be truly inclusive, children need to be socially included. As children play together, they learn to cooperate, take turns, and engage in meaningful dramatic and imaginative play experiences that create lifelong memories. Providing places for children to feel emotionally secure allows them to belong and choose how and when to engage in play.



*Play & Park Structures is more than just a commercial playground company, through our various partnerships we strive to do our part to make an impact on how our community and our world plays.*

## Natural Learning Initiative

The NatureGrounds program was developed with the technical assistance of the Natural Learning Initiative, a research and design assistance program of the College of Design, North Carolina State University.



**NatureGrounds**  
*Putting nature into play™*

[playandpark.com/enrichment/nature-playgrounds](http://playandpark.com/enrichment/nature-playgrounds)

## Utah State University

Universally designed play environments that apply the **7 Principles of Inclusive Playground Design™** can dramatically impact children's play experiences. These guidelines move play environments beyond minimum accessibility to ensure that people of all abilities can be both physically and socially active through inclusive play.

Developed in partnership with PlayCore, Utah State University, and Lekotek.



**Playground Activities**  
*to Foster Friendships Through Inclusive Play*



## St. Jude Children's Research Hospital

St. Jude Children's Research Hospital is internationally recognized for its pioneering work in finding cures and saving children with cancer and other catastrophic diseases. Play & Park Structures supports St. Jude Research Hospital with incentives for their Math-A-Thon program.

[Mathathon.org](http://Mathathon.org)

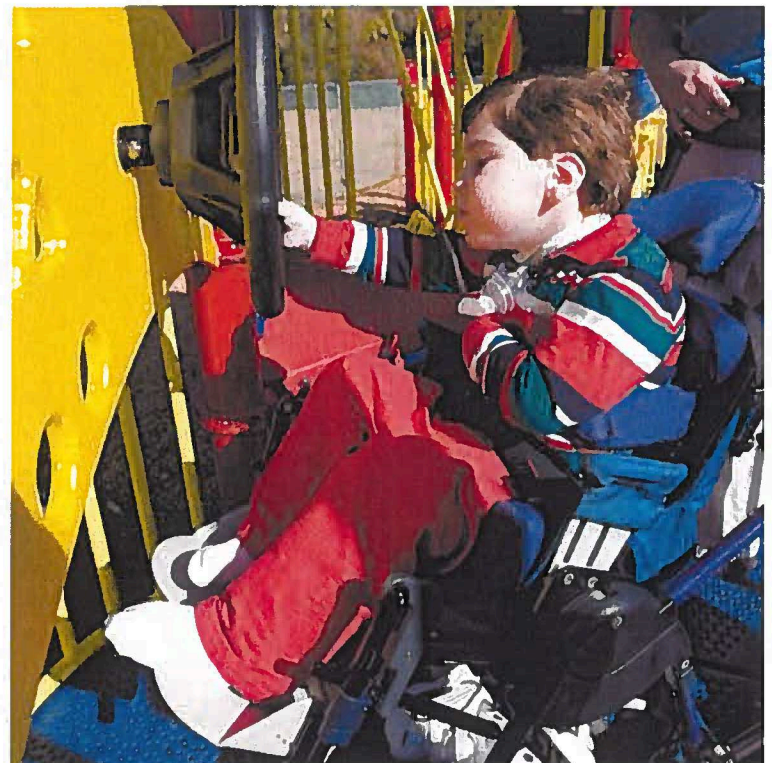


## SHAPE AMERICA

The Play On! Program was developed by PlayCore in partnership with SHAPE America - Society of Health and Physical Educators.



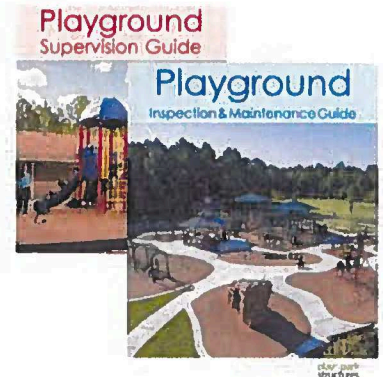
**PLAYCORE**  
*Building communities through play & recreation™*





## Safety Resource Series

We know that 84% of all playground accidents could be avoided through better adult supervision and proper playground maintenance. The Safety and Maintenance Guides were developed by PlayCore, Play & Park Structures, and playground safety experts to maintain safer play environments by training staff on how to create inspection procedures, identify potentially hazardous conditions, define proper maintenance practices, develop active and effective supervision practices, and lastly develop incident response.



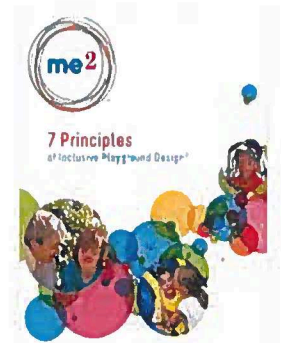
## NatureGrounds

PlayCore has implemented research-based best practice guidelines outlined in the NatureGrounds program, developed in partnership with the Natural Learning Initiative, N.C State University, creating a playground that allows children, families, and communities to experience the many benefits of playing surrounded by nature. By implementing NatureGrounds best practice guidelines, a design by Play & Park increases overall play value, stimulates physical activity and positive social interactions between users, and positively impacts the environmental sustainability of the site.



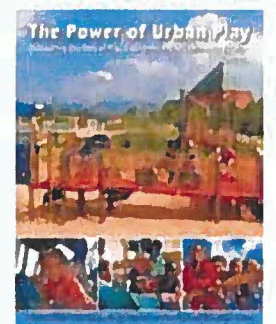
## Universal Playground Design

Play & Park Structures has designed a universally designed playground to go beyond the minimum ADA requirements, creating a truly inclusive environment that promotes active play for people of all ages and abilities. The 7 Benefits of Inclusive Playground Design™, developed in partnership with Utah State University's Center for Persons with Disabilities, uniquely consider the child's perspective and what is important for children to feel during play. These principles ensure that children have access to opportunities, to be smart, included, safe, independent, active, comfortable, and experience fair and equitable play.



## The Power of Urban Play

This national report was developed with the expertise of urban park and recreation leaders across our nation. This rich resource provides information for park and recreation agencies, school districts, and other youth serving organizations to make lasting changes for children's health and well-being in urban communities. Data was collected and summarized through a series of interviews, surveys, and round table discussions in order to capture a broad representation of urban communities across the country. The report reviews the importance of play in urban communities, defines the trends and unique characteristics, and discusses best practice strategies for developing and maintaining wholesome play environments.







*Things we do today impact the world tomorrow. Play & Park Structures believes in sustainability and is committed to taking the necessary steps to ensure our children have a safer environment for play!*

## Be Environmentally Conscious Daily:

- Turn off the lights when you leave a room
- Buy energy-efficient florescent light bulbs
- Recycle at home and at work
- Use reusable canvas bags when going to the store
- Whenever possible, walk, ride a bike, or carpool

## How we help!

### Facility & Product Recycling Programs

Play & Park Structures believes that by being mindful of waste we will provide for a greener tomorrow

- Our facility recycles 100% of scrap metal, rotationally molded plastic, and paper
- Review our material content information for an outline of products that are recyclable and that contain pre and post-consumer recycled material
- Our employees are challenged with conserving paper by avoiding unnecessary office printing. Recycle bins for paper, aluminum, cardboard, and plastic are available to help divert trash from landfills



## How you can help!

### Be an environmentally conscious purchaser!

- Choose a play equipment manufacturer that is ISO 14001 certified
- When replacing an existing playground structure, contact your local recycling center for options
- Specify recyclable materials for your play structures
- Upon receipt of your playground, recycle or reuse all packaging materials
- Consider recycled surfacing options
- Plant trees around your playground to provide natural shade and raise children's awareness of the natural environment

## ISO 14001 Certified



Play & Park Structures is proud to be ISO 14001 certified for its manufacturing facility in Fort Payne, Alabama. Also referred to as the 'Green Certification', ISO 14001 is an internationally recognized standard for environmental management, measurement, evaluation, and auditing. As an ISO 14001 certified company, Play & Park Structures controls the environmental impact of our activities, products, and services by implementing an Environmental Management System (EMS) that meets international standards, but is specific to the play products being produced. Play & Park Structures received its certification from an SRI Registrar, an accredited registrar that issues quality, environmental, health & safety, and security management system registration certificates based on internationally known standards.

***Playground customers have confirmed that they prefer to use manufacturers such as Play & Park Structures who are environmentally responsible.***



## Rotomold Colors

Choose from 15 colors



## Metal Colors

Choose from 28 powder coat colors



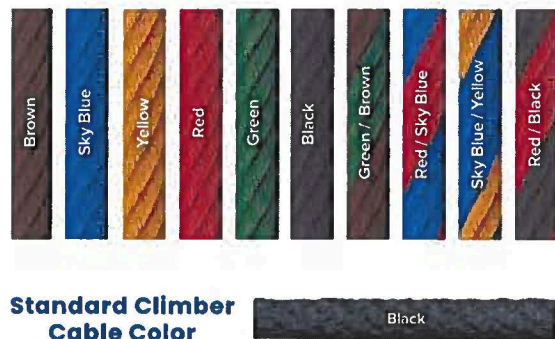
## HDPE Plastic Colors

Available 1-color or 2-color for graphics



## Raptor Cable Colors

for Meridian products only



## Nature Rotomold Plastic Colors

for Apex, MaxClimb, and Rock Wall Climbers



## Plastisol Deck and Site Colors

Thermoplastic deck coating is also available. Ask your Play Consultant for more information



Recycled Deck Colors

## Fabric Shade & Canopy



## NEW! DualShade Colors







# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
08/03/2023

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).

|                                                                                                                                                                                                         |                                                                |                                                   |               |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------|---------------------------------------------------|---------------|
| <b>PRODUCER</b><br>MARSH USA, LLC.<br>Two Alliance Center<br>3560 Lenox Road, Suite 2400<br>Atlanta, GA 30326<br>Attn: Atlanta.CertRequest@marsh.com / Fax: 212-948-4321<br>CN102326389-CAS-GAUWX-23-24 | <b>CONTACT NAME:</b> Brenda Young-Epps                         | <b>FAX (A/C, No):</b>                             |               |
|                                                                                                                                                                                                         | <b>PHONE (A/C, No, Ext):</b> (404) 995 3074                    | <b>E-MAIL ADDRESS:</b> brenda.youngepps@marsh.com |               |
| <b>INSURED</b><br>Play & Park Structures<br>544 Chestnut Street<br>Chattanooga, TN 37402                                                                                                                | <b>INSURER(S) AFFORDING COVERAGE</b>                           |                                                   | <b>NAIC #</b> |
|                                                                                                                                                                                                         | <b>INSURER A:</b> Evanston Insurance Company                   |                                                   | 35378         |
|                                                                                                                                                                                                         | <b>INSURER B:</b> Continental Casualty Company                 |                                                   | 20443         |
|                                                                                                                                                                                                         | <b>INSURER C:</b> American Casualty Company Of Reading, Pa     |                                                   | 20427         |
|                                                                                                                                                                                                         | <b>INSURER D:</b> Transportation Insurance Co                  |                                                   | 20494         |
|                                                                                                                                                                                                         | <b>INSURER E:</b> National Union Fire Ins Co. of Pittsburgh PA |                                                   | 19445         |
| <b>INSURER F:</b> The Continental Insurance Company                                                                                                                                                     |                                                                | 35289                                             |               |

## COVERAGES

CERTIFICATE NUMBER:

ATL-004721410-55

REVISION NUMBER: 20

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 VV/D | POLICY NUMBER                                                    | POLICY EFF (MM/DD/YYYY)                              | POLICY EXP (MM/DD/YYYY)                              | LIMITS                                                                                                                                                                                                                                                                      |
|----------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|-----------|------------------------------------------------------------------|------------------------------------------------------|------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A        | <input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><input checked="" type="checkbox"/> SIR \$250,000 Per Occ.<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER: |           |           | MKL2PB002028                                                     | 08/01/2023                                           | 08/01/2024                                           | EACH OCCURRENCE \$ 2,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000<br>MED EXP (Any one person) \$ 10,000<br>PERSONAL & ADV INJURY \$ 2,000,000<br>GENERAL AGGREGATE \$ 4,000,000<br>PRODUCTS - COMP/OP AGG \$ 4,000,000<br>POLICY AGGREGATE \$ 10,000,000 |
| B        | <b>AUTOMOBILE LIABILITY</b><br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY                                                                                                                         |           |           | BUA 7039895527                                                   | 08/01/2023                                           | 08/01/2024                                           | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>Comp./Coll. Ded.: \$1,000 \$                                                                                   |
| F        | <input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR<br><input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE<br>DED <input checked="" type="checkbox"/> RETENTION \$ 0                                                                                                                                     |           |           | 7039984806<br>RETENTION Umb Catastrophe \$25,000                 | 08/01/2023                                           | 08/01/2024                                           | EACH OCCURRENCE \$ 10,000,000<br>AGGREGATE \$ 10,000,000<br>\$                                                                                                                                                                                                              |
| C        | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                                                                                                                                        | Y/N<br>N  | N/A       | WC 7 39895530<br>WC 7 39895544<br>WC 7 39919971<br>WC 7 39929062 | 08/01/2023<br>08/01/2023<br>08/01/2023<br>08/01/2023 | 08/01/2024<br>08/01/2024<br>08/01/2024<br>08/01/2024 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$ 1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$ 1,000,000<br>E.L. DISEASE - POLICY LIMIT \$ 1,000,000                                                                   |
| E        | Excess Umbrella                                                                                                                                                                                                                                                                                                                                                                      |           |           | 019356229                                                        | 08/01/2023                                           | 08/01/2024                                           | Each Occurrence 15,000,000<br>Aggregate 15,000,000                                                                                                                                                                                                                          |

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

## CERTIFICATE HOLDER

## CANCELLATION

Play & Park Structures  
544 Chestnut Street  
Chattanooga, TN 37402

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  
of Marsh USA LLC

*John Whittle*

AGENCY CUSTOMER ID: CN102326389

LOC #: Atlanta



## ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

|                                 |                  |                                                                                                |
|---------------------------------|------------------|------------------------------------------------------------------------------------------------|
| <b>AGENCY</b><br>MARSH USA, LLC |                  | <b>NAMED INSURED</b><br>Play & Park Structures<br>544 Chestnut Street<br>Chattanooga, TN 37402 |
| <b>POLICY NUMBER</b>            |                  |                                                                                                |
| <b>CARRIER</b>                  | <b>NAIC CODE</b> | <b>EFFECTIVE DATE:</b>                                                                         |

### ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**

**FORM NUMBER:** 25 **FORM TITLE:** Certificate of Liability Insurance

Workers' Compensation (Continued):  
 Carrier: Transportation Insurance Company  
 Policy Number: WC 7 39918885  
 Dates: 08/01/2023 - 08/01/2024  
 WC 7 39895530 - AL, AZ, CA, CO, FL, GA, IL, IN, KY, MI, MN, MO, NV, NY, OK, OR, PA, SC, TN, TX, UT, VA  
 WC 7 39895544 - CA, CO, FL, GA, IL, IN, MI, MN, MO, MT, NC, NM, NV, NY, OK, OR, PA, SC, TN, TX  
 WC 7 39919971 - AZ, OR, WI  
 WC 7 39918885 - OH, ND, WY, WA

## Biddeford City Playground Project

Maine Recreation & Design

Eric Welzel

347 Lunt Road

Brunswick, Me 04011

Design #1: \$248,500.00

Design #2: \$249,900.00

Design #3: \$249,500.00



**CITY OF BIDDEFORD  
AFFIDAVIT OF NON-COLLUSION**

I swear (or affirm) under the penalty of perjury

1. That I am the Responder (if the Responder is an individual), a partner in the company (if the Responder is a partnership), or an officer or employee of the responding corporation having authority to sign on its behalf (if the Responder is a corporation)
2. That the attached proposal submitted in response to the Biddeford City Playground Project Request for Proposal has been arrived at by the Responder independently and has been submitted without collusion with and without any agreement, understanding or planned common course of action with, any other Responder of materials, supplies, equipment or services described in the Request for Proposal, designed to limit fair and open competition;
3. That the contents of the proposal have not been communicated by the Responder or its employees or agents to any person not an employee or agent of the Responder and will not be communicated to any such persons prior to the official opening of the proposals; and
4. That I am fully informed regarding the accuracy of the statements made in this affidavit.

Responder's Firm Name: Maine Recreation & Design

Authorized Signature: Eric Weigel

Date: 04/04/2025

Subscribed and sworn to me this 7 day of April 2025

Notary Public: Ronald R Paradis

My commission expires: \_\_\_\_\_

|                                                                                                  |
|--------------------------------------------------------------------------------------------------|
| <b>RONALD R. PARADIS</b><br>Notary Public, State of Maine<br>My Commission Expires Dec. 21, 2025 |
|--------------------------------------------------------------------------------------------------|

## Biddeford City Playground Project

Maine Recreation & Design

Eric Welzel

347 Lunt Road

Brunswick, Me 04011

Authorized Signature: Eric Welzel

Date: 04-01-2025

This entire proposal is valid for a minimum of four months after April 7, 2025 the date of the proposal opening.

## **J. Richard Martin Community Center Playground Executive Summary:**

Maine Recreation & Design is pleased to submit this proposal to the City of Biddeford for the design, supply, and installation of a new, state-of-the-art destination playground at J. Richard Martin Community Center. With extensive experience in creating safe, engaging, and inclusive play environments, we are committed to delivering a high-quality recreational space that fosters physical activity, creativity, and social interaction for children of all abilities.

### **Our Approach:**

- Design a modern, ADA-compliant playground with innovative and interactive play elements.
- Incorporate safety surfacing and age-appropriate structures to maximize usability and accessibility.
- Provide a visually appealing and functional layout that integrates seamlessly into the designated site.

### **Project Benefits:**

- A thoughtfully designed play area that enhances the community's recreational offerings.
- Creating a destination playground space that adds to the city's overall appeal
- Equipment that encourages active, social, and inclusive play for children of all abilities.
- A collaborative approach that includes community feedback and alignment with the city's vision
- A turnkey solution from the design phase through completed installation

**Implementation Plan:** Our proposed timeline includes a timely installation to ensure project completion by September 1st, 2025. Our team will work closely with city officials to meet all requirements while maintaining transparency during the entire process.

**Conclusion:** Maine Recreation & Design is excited about partnering with the City of Biddeford to create a dynamic and inclusive destination playground that will serve as a lasting community asset. We are confident that our expertise and commitment to excellence will make this project a success. We look forward to discussing this proposal further and bringing your vision to life.



## **Maine Recreation & Design: Projects Completed in the Biddeford Community**

JFK Memorial School Phase #1: 2008

JFK Memorial School Phase #2 Head Start: 2014

Biddeford Primary School Phase #1: 2005

Biddeford Primary School Phase #2: 2012

Biddeford Primary School Phase #3: 2019

Biddeford Intermediate School (Swings): 2023 & 2024

The Mill at Saco Falls

St James School: 2023

Biddeford Regional Center of Tech / Mother Goose: 2014

Biddeford Head Start Stone Street: 2014

## References

Keith Forest: Parks and Facilities City of Portland  
207-999-9997  
[kpf@portlandmaine.gov](mailto:kpf@portlandmaine.gov)

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Karyn Macneill: Director of Parks and Recreation Yarmouth  
207-846-2406  
[kmacneill@yarmouth.me.us](mailto:kmacneill@yarmouth.me.us)

☐ Search by Unique Entity ID/CAGE      ☒ Search entities pending Unique Entity ID assignment



**Non-federal users:** You may only check the status of entities linked to your SAM.gov account.

Legal Business Name

Maine Recreation & Design

X



Reset

Search

## Entity Information

Maine Recreation & Design    ● Pending ID Assignment

You originally submitted documentation on **Apr. 06, 2025**.

Monitor your email for instructions from the entity validation service (EVS) to complete your Unique Entity ID assignment.



**City of Biddeford Planning and Economic Development Department  
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM  
CERTIFICATION OF CONTRACTOR REGARDING  
EQUAL EMPLOYMENT OPPORTUNITY**

(For Prime Contracts Exceeding \$10,000)

**INSTRUCTIONS**

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any other of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause, and if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven (7) calendar days after bid opening. No contract shall be awarded unless such report is submitted.

**CERTIFICATION BY BIDDER**

Name and address of bidder

**Maine Recreation & Design**

**347 Lunt Road**

**Brunswick, ME 04011**

1. Bidder has participated in a previous contract or subcontract subject to the EEO Clause.  
\_\_\_\_ Yes                      ☒ No
2. Compliance reports were required to be filed in connection with such contract or subcontract.  
\_\_\_\_ Yes                      ☒ No
3. Bidder has filed all compliance reports due under applicable instructions, including SF-100.  
\_\_\_\_ Yes                      ☒ No
4. Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended?  
\_\_\_\_ Yes                      ☒ No

**Eric Welzel (President)**

Name and Title of Authorized Representative (print or type)

Eric Welzel  
Signature of Authorized Representative

**04-01-2025**

Date

OCD/EEO/Con/2000



**City of Biddeford Planning and Economic Development  
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM  
CERTIFICATION OF CONTRACTOR REGARDING  
SEGREGATED FACILITIES  
(For Prime Contracts Exceeding \$10,000)**

Name of Prime Contractor: Maine Recreation & Design

Project Name and Number: Biddeford City Playground Project

The undersigned hereby certifies that:

- (a) No segregated facilities will be maintained as required by Title VI of the Civil Rights Act of 1964.

Eric Welzel (President)

Name and Title of Authorized Representative (print or type)

Eric Welzel  
Signature of Authorized Representative

04-01-2025  
Date

OCD/SegCon/2000



**CITY OF BIDDEFORD HOUSING AND COMMUNITY DEVELOPMENT DIVISION**  
**SECTION 3 PRIME CONTRACTOR CERTIFICATION**

Section 3 is a provision of the Housing and Urban Development (HUD) Act of 1968 that promotes local economic development and individual self-sufficiency. Section 3 requires that to the greatest extent possible, economic opportunities that are generated by the use of Federal funds be made available to low- and very low-income persons, particularly those who receive Federal financial assistance for housing and those residing in communities where the financial assistance is expended. Section 3 established benchmark goals include (a) 25% of total labor hours worked by Section 3 workers; and (b) 5% of total labor hours worked by Targeted Section 3 workers.

Maine Recreation & Design, (hereinafter called the Subrecipient/Contractor), hereby CERTIFIES that upon being awarded a contract to participate in the following HUD-funded project:

J. Richard Martin Community Center (the Project) located in Biddeford in York County, that the Subrecipient/Contractor:

- A. Is under no contractual or other impediment that would prevent it from complying with requirements of Section 3 as set forth in 24 CFR Part 75; and
- B. Will comply with HUD regulations in 24 CFR Part 75; and
- C. Will submit to City of Portland appropriate Section 3 documentation of labor hours performed per contractor and subcontractor, certifications of Section 3 workers, and confirmation of Section 3 business concerns and Youthbuild participants;
- D. Will include the Section 3 Clause and Section 3 Certifications of Compliance in every subcontract, and further agrees to take the appropriate action pursuant to those regulations in the event the contractor/subcontractor is found to be in violation of 24 CFR Part 75; and
- E. Will not contract/subcontract with any contractor/subcontractor where the Subrecipient/Contractor has notice or knowledge that the contractor/subcontractor has been found in violation of any provision of 24 CFR Part 75.

Eric Welzel (President)

Name and Title of Authorized Representative (print or type)

Eric Welzel  
Signature of Authorized Representative

04-01-2025

Date

## Estimated Labor Hours and Positions

### Contact Information

Project Name: J. Richard Martin Community Center Playground

Project Address: 189 Alfred Street Biddeford, ME 04005

Company Name: Maine Recreation & Design

### Labor Hours

Please estimate the total labor hours you expect on this project, including subcontractors. 165

### Employment

Please review the Davis-Bacon wage determination and identify any labor categories that are not captured on the wage determination, and the approximate wage for each. This information will be used to request wage classifications from the Department of Labor.

| Job Title | Wage |
|-----------|------|
|           |      |
|           |      |
|           |      |
|           |      |
|           |      |
|           |      |
|           |      |

Company Officer Name Printed: Eric Welzel

Company Officer Signature: Eric Welzel Date: 04-01-2025

Company Officer Email and Phone: eric@maine-playgrounds.com 207-751-4323

## Playground Design #2

Playground Equipment: \$212,977.00

Installation, and Safety Surfacing: \$36,923.00

Project Total: \$249,900.00



Miracle Recreation Equip. Co.  
878 E. US Hwy 60  
Monett, MO 65708  
1-888-458-2752

QUOTE: OE25003769  
CUSTOMER: X401D04  
PROJECT: 25004504  
DESIGN NAME: MP250029-01 -  
BIDDEFORD RFP - OPT 2

**Prepared For:**  
MAINE RECREATION & DESIGN

347 LUNT ROAD  
BRUNSWICK, ME 04011

**Project Name & Location:**  
Biddeford RFP (Richard Martin  
Community Center)

Design #2

**Prepared by:**  
MAINE RECREATION & DESIGN

Keenan Welzel  
347 LUNT ROAD  
BRUNSWICK, ME 04011

**Ship To Address:**

City of Biddeford  
189 Alfred Road  
Biddeford, ME 04005  
Ext. (phone)

**End User:**

City of Biddeford  
189 Alfred Road  
Biddeford, ME 04005

Quote Number: OE25003769  
Quote Date: 4/7/2025  
Valid For: 30 Days From Quote Date

## 2-5 Area

Product line: KidsChoice  
Age group: 2-12\_ASTM

## Components

| Part Number | Description                                | Qty  | Weight | Unit Price | Total     |
|-------------|--------------------------------------------|------|--------|------------|-----------|
| 4531        | MM SPINATORIUM                             | 1.00 | 85.00  | 1,390.00   | 1,390.00  |
| 6088        | INCLUSIVE SEESAW                           | 1.00 | 500.00 | 13,599.00  | 13,599.00 |
| 7145039     | 1/2 HEX FULL DECK (ATTACHES TO 4 POSTS)    | 2.00 | 155.00 | 1,960.00   | 3,920.00  |
| 714572      | 5" OD X 144" POST FOR ROOF (3' DK OR LESS) | 6.00 | 85.00  | 425.00     | 2,550.00  |
| 7146964     | ATTIC CLIMBER                              | 1.00 | 60.00  | 1,224.00   | 1,224.00  |
| 714700      | 5' SIDE-BY-SIDE SLIDE,CANOPY (3' DK)       | 1.00 | 120.00 | 2,340.00   | 2,340.00  |
| 714787      | TOT ROCK CLIMBER (3' DK)                   | 1.00 | 110.00 | 1,656.00   | 1,656.00  |
| 71485139    | SQ TRSFR POINT, CL HR (3' DK)              | 1.00 | 225.00 | 3,887.00   | 3,887.00  |
| 7148626     | ROOF FOR HEXAGON DECK, PERF STEEL          | 1.00 | 540.00 | 5,165.00   | 5,165.00  |
| 7149071     | "L" SLIDE RH, ROCKITE (3' DK)              | 1.00 | 100.00 | 1,709.00   | 1,709.00  |
| 7149173     | CURVED CABLE/ROPE CLIMBER (3' DK)          | 1.00 | 100.00 | 1,307.00   | 1,307.00  |
| 714999Z     | CUSTOMER SERVICE KIT (NO PRICE)            | 1.00 | 0.00   | 0.00       | 0.00      |
| 953         | ATV "C" SPRING RIDER                       | 1.00 | 135.00 | 3,016.00   | 3,016.00  |
| 960         | LUCKY THE LADYBUG "C" SPRING RIDER         | 1.00 | 245.00 | 2,258.00   | 2,258.00  |

## Swing + Freestanding Area

Product line: TotsChoice

Age group: 5-12\_ASTM

### Components

| Part Number | Description                                    | Qty  | Weight   | Unit Price | Total     |
|-------------|------------------------------------------------|------|----------|------------|-----------|
| 2740        | SWG PART THERAPEUTIC SWG SEAT W/ CHAIN (8' TR) | 1.00 | 135.00   | 1,591.00   | 1,591.00  |
| 2840        | SWG PART SLASH PROOF SEAT W/CHAIN (8' TR)      | 4.00 | 10.00    | 159.00     | 636.00    |
| 2990        | SWG PART TOT SEAT 360 DEG W/CHAIN (8' TR)      | 2.00 | 15.00    | 232.00     | 464.00    |
| 304         | TEN SPIN                                       | 1.00 | 1,000.00 | 4,460.00   | 4,460.00  |
| 4424        | WEBSCAPES PEGASUS 4M ACTIVITY NET              | 1.00 | 470.00   | 22,582.00  | 22,582.00 |
| 4502        | CONCERTO VIBES                                 | 1.00 | 135.00   | 6,137.00   | 6,137.00  |
| 4503        | CONCERTO SPIN CABASAS SMALL                    | 1.00 | 60.00    | 1,220.00   | 1,220.00  |
| 4507        | CONCERTO 3-CONGAS                              | 1.00 | 60.00    | 3,002.00   | 3,002.00  |
| 453718      | MM TRANQUILITY CORNER FRAME                    | 1.00 | 185.00   | 1,556.00   | 1,556.00  |
| 4544        | TAPERED TOWER                                  | 1.00 | 600.00   | 7,591.00   | 7,591.00  |
| 4551J       | SALE - DOME CLIMBER W/ORBS FS                  | 1.00 | 700.00   | 8,199.00   | 8,199.00  |
| 4635CHAMC   | PHYZICS PHAZE (W/CHAMELEON SLIDE) CURVED       | 1.00 | 1,100.00 | 16,640.00  | 16,640.00 |
| 71871315B   | STAR/CIRCLE PERF PANEL (BELOW DECK) - TC       | 1.00 | 60.00    | 1,598.00   | 1,598.00  |
| 71871316B   | HEX/TRIANGLE PERF PANEL (BELOW DECK) - TC      | 1.00 | 60.00    | 1,598.00   | 1,598.00  |
| 925920Z     | TOUCH UP PAINT KIT - FREESTANDING (NO PRICE)   | 1.00 | 0.00     | 0.00       | 0.00      |
| MR0930      | 3.5" ARCH SWING- (2 SEAT REQ'D)                | 2.00 | 286.00   | 2,753.00   | 5,506.00  |
| MR0932      | 3.5" ARCH SWG- ADD-A-BAY (2 ST REQ'D)          | 1.00 | 179.00   | 1,652.00   | 1,652.00  |
| MR0936      | 3.5" ARCH SWG- ADD-A-BAY (1 ST REQ'D)          | 1.00 | 154.00   | 1,550.00   | 1,550.00  |

## 5-12 Area

Product line: KidsChoice

Age group: 5-12\_ASTM

### Components

| Part Number | Description                             | Qty   | Weight | Unit Price | Total    |
|-------------|-----------------------------------------|-------|--------|------------|----------|
| 7145019     | TRIANGLE DECK (ATTACHES TO 3 POSTS)     | 1.00  | 75.00  | 1,032.00   | 1,032.00 |
| 7145029     | SQUARE DECK (ATTACHES TO 4 POSTS)       | 2.00  | 125.00 | 1,473.00   | 2,946.00 |
| 7145039     | 1/2 HEX FULL DECK (ATTACHES TO 4 POSTS) | 2.00  | 155.00 | 1,960.00   | 3,920.00 |
| 7145129     | PENTAGON DECK (ATTACHES TO 5 POSTS)     | 1.00  | 200.00 | 3,200.00   | 3,200.00 |
| 714552      | 5" OD X 136" POST (3' TO 5' DKS)        | 4.00  | 75.00  | 454.00     | 1,816.00 |
| 714553      | 5" OD X 160" POST (5'6" TO 6'6" DKS)    | 11.00 | 90.00  | 500.00     | 5,500.00 |
| 714554      | 5" OD X 178" POST (7' TO 8' DKS)        | 5.00  | 100.00 | 612.00     | 3,060.00 |
| 7146385     | GROOVE II SLIDE (5' DECK)               | 1.00  | 200.00 | 2,484.00   | 2,484.00 |

|           |                                    |      |          |          |          |
|-----------|------------------------------------|------|----------|----------|----------|
| 7146386   | GROOVE II SLIDE (6' & 6'6" DECK)   | 1.00 | 350.00   | 2,958.00 | 2,958.00 |
| 7146388   | GROOVE II SLIDE (8' DECK)          | 2.00 | 500.00   | 3,226.00 | 6,452.00 |
| 7146616   | DNA CLIMBER (6' & 6'6" DK)         | 1.00 | 2,000.00 | 5,572.00 | 5,572.00 |
| 7146701   | CHAMII ENTRY & EXIT (5' - 6'6" DK) | 1.00 | 145.00   | 3,080.00 | 3,080.00 |
| 7146704   | CHAMII SHORT STRAIGHT SECTION      | 1.00 | 60.00    | 731.00   | 731.00   |
| 7146706   | CHAMII LEFT SECTION                | 1.00 | 60.00    | 731.00   | 731.00   |
| 7146707   | CHAMII LONG STRAIGHT SECTION       | 1.00 | 60.00    | 768.00   | 768.00   |
| 7146786   | BACKTRACK CLIMBER (6'6" DK)        | 1.00 | 125.00   | 6,182.00 | 6,182.00 |
| 714723129 | 12' BURMA BRIDGE                   | 1.00 | 310.00   | 6,588.00 | 6,588.00 |
| 714724    | UPHILL CLIMBER (6'6" & 8' DK)      | 1.00 | 185.00   | 3,354.00 | 3,354.00 |
| 7148158   | LOOK-OUT LADDER (8' DECK)          | 1.00 | 110.00   | 1,262.00 | 1,262.00 |
| 71485159  | SQ TRSFR POINT, CL HR (5' DK)      | 1.00 | 375.00   | 6,103.00 | 6,103.00 |
| 71486728  | TWISTED VINE CLIMBER (8' DK)       | 1.00 | 110.00   | 2,076.00 | 2,076.00 |
| 714908    | SPIDER CLIMBER (3, 5' OR 6'6" DK)  | 1.00 | 70.00    | 1,538.00 | 1,538.00 |
| 714942    | CURVED CLIMBER (5' & 6'6" DECK)    | 1.00 | 140.00   | 1,709.00 | 1,709.00 |
| 7149765   | BUMPER LADDER (5' DECK)            | 1.00 | 90.00    | 2,080.00 | 2,080.00 |
| 7149939   | ADA STAIRS BTWN DECKS W/1'6" RISE  | 2.00 | 180.00   | 3,916.00 | 7,832.00 |

## RiskSign\_Included

Product line: Freestanding

Age group:

## Components

| Part Number | Description                               | Qty  | Weight | Unit Price | Total |
|-------------|-------------------------------------------|------|--------|------------|-------|
| 787Z        | RISK MANAGEMENT SIGN - ENGLISH (NO PRICE) | 1.00 | 0.00   | 0.00       | 0.00  |

## Additional Items

| Part Number  | Description                              | Qty  | Weight | Unit Price | Total |
|--------------|------------------------------------------|------|--------|------------|-------|
| 105295       | BAG ZIPLOCK 12" X 14" X 4MIL(OFFICE USE) | 1.00 |        | 0.00       | 0.00  |
| 925961       | THUMB DRIVE 2GB - MREC                   | 1.00 |        | 0.00       | 0.00  |
| INSTALL BOOK | INSTALL BOOK FOR PP ORDERS               | 1.00 |        | 0.00       | 0.00  |

## Totals:

|                     |                     |
|---------------------|---------------------|
| Equipment Weight:   | 16,955.00 lbs       |
| Equipment List:     | \$212,977.00        |
| <b>Grand Total:</b> | <b>\$212,977.00</b> |

## Notes:



### Playground Design #3

Playground Equipment: \$211,139.00

Installation, and Safety Surfacing: \$38,361.00

Project Total: \$249,500.00

Miracle Recreation Equip. Co.  
878 E. US Hwy 60  
Monett, MO 65708  
1-888-458-2752

QUOTE: OE25003770  
CUSTOMER: X401D04  
PROJECT: 25004504  
DESIGN NAME: MP250030-01 -  
BIDDEFORD RFP - OPT 3

**Prepared For:**  
MAINE RECREATION & DESIGN

347 LUNT ROAD  
BRUNSWICK, ME 04011

**Project Name & Location:**  
Biddeford RFP (Richard Martin  
Community Center)

Design #3

**Prepared by:**  
MAINE RECREATION & DESIGN

Keenan Welzel  
347 LUNT ROAD  
BRUNSWICK, ME 04011

Quote Number: OE25003770  
Quote Date: 4/7/2025  
Valid For: 30 Days From Quote Date

## 2-5 Area

Product line: KidsChoice  
Age group: 2-5\_ASTM

## Components

| Part Number | Description                             | Qty  | Weight | Unit Price | Total    |
|-------------|-----------------------------------------|------|--------|------------|----------|
| 7145039     | 1/2 HEX FULL DECK (ATTACHES TO 4 POSTS) | 2.00 | 155.00 | 1,960.00   | 3,920.00 |
| 714573      | 5" OD X 168" POST FOR ROOF (3'6"-5' DK) | 6.00 | 100.00 | 533.00     | 3,198.00 |
| 714623C     | BT LOG CLIMBER (4' DK)                  | 1.00 | 115.00 | 1,676.00   | 1,676.00 |
| 7146384     | GROOVE II SLIDE (4' DECK)               | 1.00 | 150.00 | 2,375.00   | 2,375.00 |
| 7147284     | BUMP & GLIDE SLIDE, ONE PIECE (4' DECK) | 1.00 | 205.00 | 3,006.00   | 3,006.00 |
| 7147554     | HONEYCOMB CLIMBER (4' DECK)             | 1.00 | 150.00 | 2,175.00   | 2,175.00 |
| 7147721     | BONGO PERCH (STATIONARY)                | 2.00 | 15.00  | 295.00     | 590.00   |
| 71485149    | SQ TRSFR POINT, CL HR (4' DK)           | 1.00 | 285.00 | 4,463.00   | 4,463.00 |
| 7148626     | ROOF FOR HEXAGON DECK, PERF STEEL       | 1.00 | 540.00 | 5,165.00   | 5,165.00 |
| 714913S     | BALANCE BEAM CURVED                     | 1.00 | 80.00  | 922.00     | 922.00   |
| 7149175     | CURVED CABLE/ROPE CLIMBER (5' DK)       | 1.00 | 140.00 | 1,564.00   | 1,564.00 |
| 714999Z     | CUSTOMER SERVICE KIT (NO PRICE)         | 1.00 | 0.00   | 0.00       | 0.00     |
| 961         | BUZZY THE BUMBLEBEE "C" SPRING RIDER    | 1.00 | 340.00 | 2,950.00   | 2,950.00 |
| 963         | POKEY THE SNAIL "C" SPRING RIDER        | 1.00 | 205.00 | 1,699.00   | 1,699.00 |

## Freestanding

Product line: Freestanding  
Age group: 5-12\_ASTM

## Components

| Part Number | Description                                    | Qty  | Weight   | Unit Price | Total     |
|-------------|------------------------------------------------|------|----------|------------|-----------|
| 2014        | ACCELERATOR SWING                              | 1.00 | 690.00   | 10,801.00  | 10,801.00 |
| 2740        | SWG PART THERAPEUTIC SWG SEAT W/ CHAIN (8' TR) | 1.00 | 135.00   | 1,591.00   | 1,591.00  |
| 2840        | SWG PART SLASH PROOF SEAT W/CHAIN (8' TR)      | 4.00 | 10.00    | 159.00     | 636.00    |
| 2990        | SWG PART TOT SEAT 360 DEG W/CHAIN (8' TR)      | 2.00 | 15.00    | 232.00     | 464.00    |
| 304         | TEN SPIN                                       | 1.00 | 1,000.00 | 4,460.00   | 4,460.00  |
| 3061        | CYCLO CONE BASE CLIMBER                        | 1.00 | 345.00   | 16,709.00  | 16,709.00 |
| 4424        | WEBSCAPES PEGASUS 4M ACTIVITY NET              | 1.00 | 470.00   | 22,582.00  | 22,582.00 |
| 4502        | CONCERTO VIBES                                 | 1.00 | 135.00   | 6,137.00   | 6,137.00  |
| 4503        | CONCERTO SPIN CABASAS SMALL                    | 1.00 | 60.00    | 1,220.00   | 1,220.00  |
| 4507        | CONCERTO 3-CONGAS                              | 1.00 | 60.00    | 3,002.00   | 3,002.00  |
| 451         | PANEL INSERT POST FS (ONE SIDED)               | 2.00 | 35.00    | 612.00     | 1,224.00  |
| 4531        | MM SPINATORIUM                                 | 1.00 | 85.00    | 1,390.00   | 1,390.00  |
| 453718      | MM TRANQUILITY CORNER FRAME                    | 1.00 | 185.00   | 1,556.00   | 1,556.00  |
| 4541        | CROSSWAY CLIMBER LARGE                         | 1.00 | 445.00   | 7,331.00   | 7,331.00  |
| 4561        | TARANTULA CLIMBER                              | 1.00 | 420.00   | 4,602.00   | 4,602.00  |
| 714715202   | FUNHOUSE INSERT                                | 1.00 | 20.00    | 1,198.00   | 1,198.00  |
| 714715205   | FOUR-THE-WIN INSERT                            | 1.00 | 20.00    | 1,288.00   | 1,288.00  |
| 71871314B   | OVAL/SQUARE PERF PANEL (BELOW DECK) - TC       | 1.00 | 60.00    | 1,598.00   | 1,598.00  |
| 71871315B   | STAR/CIRCLE PERF PANEL (BELOW DECK) - TC       | 1.00 | 60.00    | 1,598.00   | 1,598.00  |
| 925920Z     | TOUCH UP PAINT KIT - FREESTANDING (NO PRICE)   | 1.00 | 0.00     | 0.00       | 0.00      |
| MR0930      | 3.5" ARCH SWING- (2 SEAT REQ'D)                | 2.00 | 286.00   | 2,753.00   | 5,506.00  |
| MR0932      | 3.5" ARCH SWG- ADD-A-BAY (2 ST REQ'D)          | 1.00 | 179.00   | 1,652.00   | 1,652.00  |
| MR0936      | 3.5" ARCH SWG- ADD-A-BAY (1 ST REQ'D)          | 1.00 | 154.00   | 1,550.00   | 1,550.00  |

## 5-12 Area

Product line: KidsChoice

Age group: 5-12\_ASTM

## Components

| Part Number | Description                             | Qty  | Weight | Unit Price | Total    |
|-------------|-----------------------------------------|------|--------|------------|----------|
| 4544        | TAPERED TOWER                           | 1.00 | 600.00 | 7,591.00   | 7,591.00 |
| 7145029     | SQUARE DECK (ATTACHES TO 4 POSTS)       | 1.00 | 125.00 | 1,473.00   | 1,473.00 |
| 7145039     | 1/2 HEX FULL DECK (ATTACHES TO 4 POSTS) | 4.00 | 155.00 | 1,960.00   | 7,840.00 |
| 714552      | 5" OD X 136" POST (3' TO 5' DKS)        | 4.00 | 75.00  | 454.00     | 1,816.00 |
| 714553      | 5" OD X 160" POST (5'6" TO 6'6" DKS)    | 6.00 | 90.00  | 500.00     | 3,000.00 |
| 714573      | 5" OD X 168" POST FOR ROOF (3'6"-5' DK) | 6.00 | 100.00 | 533.00     | 3,198.00 |
| 7146005     | PEAK CLIMBER W/HRAIL (4' & 5' DKS)      | 1.00 | 100.00 | 1,395.00   | 1,395.00 |
| 7146155     | MONSTER PIPE CLIMB, STRGHT (4' & 5' DK) | 1.00 | 130.00 | 2,759.00   | 2,759.00 |
| 7147196     | CLIFF CLIMBER (6'6" DECK)               | 1.00 | 100.00 | 1,288.00   | 1,288.00 |
| 7147265     | MOGUL SLIDE-ONE PIECE (5' DECK)         | 1.00 | 200.00 | 2,737.00   | 2,737.00 |
| 7147316     | TRAP DOOR CLIMBER (6'6" DK)             | 1.00 | 130.00 | 2,093.00   | 2,093.00 |
| 7147786     | INCL SPIDER CLIMBER (5' & 6' 6" DK)     | 1.00 | 95.00  | 1,402.00   | 1,402.00 |



|          |                                      |      |        |          |          |
|----------|--------------------------------------|------|--------|----------|----------|
| 714850   | CHAMELEON SLIDE ENTRY & EXIT SECTION | 2.00 | 230.00 | 2,204.00 | 4,408.00 |
| 714850   | CHAMELEON SLIDE ENTRY & EXIT SECTION | 1.00 | 230.00 | 2,204.00 | 2,204.00 |
| 7148501  | CHAMELEON SLIDE STRAIGHT SECTION     | 4.00 | 90.00  | 859.00   | 3,436.00 |
| 7148501  | CHAMELEON SLIDE STRAIGHT SECTION     | 3.00 | 90.00  | 859.00   | 2,577.00 |
| 7148501  | CHAMELEON SLIDE STRAIGHT SECTION     | 2.00 | 90.00  | 859.00   | 1,718.00 |
| 7148501  | CHAMELEON SLIDE STRAIGHT SECTION     | 1.00 | 90.00  | 859.00   | 859.00   |
| 7148502  | CHAMELEON SLIDE RIGHT TURN SECTION   | 1.00 | 90.00  | 859.00   | 859.00   |
| 7148503  | CHAMELEON SLIDE LEFT TURN SECTION    | 1.00 | 90.00  | 859.00   | 859.00   |
| 71485159 | SQ TRSFR POINT, CL HR (5' DK)        | 1.00 | 375.00 | 6,103.00 | 6,103.00 |
| 7148626  | ROOF FOR HEXAGON DECK, PERF STEEL    | 1.00 | 540.00 | 5,165.00 | 5,165.00 |
| 7149695  | SPIRAL CLIMBER (3' OR 5' DK)         | 1.00 | 105.00 | 2,344.00 | 2,344.00 |
| 7149709  | 8' ARCH BRIDGE BETWEEN DECKS         | 1.00 | 380.00 | 6,221.00 | 6,221.00 |
| 7149765  | BUMPER LADDER (5' DECK)              | 1.00 | 90.00  | 2,080.00 | 2,080.00 |
| 7149939  | ADA STAIRS BTWN DECKS W/1'6" RISE    | 1.00 | 180.00 | 3,916.00 | 3,916.00 |

## RiskSign\_Included

Product line: Freestanding

Age group:

## Components

| Part Number | Description                               | Qty  | Weight | Unit Price | Total |
|-------------|-------------------------------------------|------|--------|------------|-------|
| 787Z        | RISK MANAGEMENT SIGN - ENGLISH (NO PRICE) | 1.00 | 0.00   | 0.00       | 0.00  |

## Additional Items

| Part Number  | Description                              | Qty  | Weight | Unit Price | Total |
|--------------|------------------------------------------|------|--------|------------|-------|
| 105295       | BAG ZIPLOCK 12" X 14" X 4MIL(OFFICE USE) | 1.00 |        | 0.00       | 0.00  |
| 925961       | THUMB DRIVE 2GB - MREC                   | 1.00 |        | 0.00       | 0.00  |
| INSTALL BOOK | INSTALL BOOK FOR PP ORDERS               | 1.00 |        | 0.00       | 0.00  |

## Totals:

|                     |                     |
|---------------------|---------------------|
| Equipment Weight:   | 15,365.00 lbs       |
| Equipment List:     | \$211,139.00        |
| <b>Grand Total:</b> | <b>\$211,139.00</b> |

## Notes:

This Quote shall not become a binding contract until signed and delivered by both Customer and Miracle Recreation Equipment Company ("Miracle"). Sales Representative is not authorized to sign this Quote on behalf of Miracle or Customer, and signed Quotes cannot be accepted from

## Playground Design #1

Playground Equipment: \$207,759.00

Installation, and Safety Surfacing: \$40,741.00

Project Total: \$248,500.00

Miracle Recreation Equip. Co.  
878 E. US Hwy 60  
Monett, MO 65708  
1-888-458-2752

QUOTE: OE25003768  
CUSTOMER: X401D04  
PROJECT: 25004504  
DESIGN NAME: MP250028-01 -  
BIDDEFORD RFP - OPT 1

**Prepared For:**  
MAINE RECREATION & DESIGN

347 LUNT ROAD  
BRUNSWICK, ME 04011

**Project Name & Location:**  
Biddeford RFP (Richard Martin  
Community Center)

Design #1

**Prepared by:**  
MAINE RECREATION & DESIGN

Keenan Welzel  
347 LUNT ROAD  
BRUNSWICK, ME 04011

**Ship To Address:**

City of Biddeford  
189 Alfred Road  
Biddeford, ME 04005  
Ext. (phone)

**End User:**

City of Biddeford  
189 Alfred Road  
Biddeford, ME 04005

Quote Number: OE25003768  
Quote Date: 4/7/2025  
Valid For: 30 Days From Quote Date

## Play Area 1

Product line: KidsChoice  
Age group: 5-12\_ASTM

## Components

| Part Number | Description                               | Qty  | Weight   | Unit Price | Total     |
|-------------|-------------------------------------------|------|----------|------------|-----------|
| 2014BN      | ACCELERATOR BIRD NEST                     | 1.00 | 710.00   | 9,828.00   | 9,828.00  |
| 2840        | SWG PART SLASH PROOF SEAT W/CHAIN (8' TR) | 6.00 | 10.00    | 159.00     | 954.00    |
| 2990        | SWG PART TOT SEAT 360 DEG W/CHAIN (8' TR) | 2.00 | 15.00    | 232.00     | 464.00    |
| 304         | TEN SPIN                                  | 1.00 | 1,000.00 | 4,460.00   | 4,460.00  |
| 3061        | CYCLO CONE BASE CLIMBER                   | 1.00 | 345.00   | 16,709.00  | 16,709.00 |
| 4544        | TAPERED TOWER                             | 1.00 | 600.00   | 7,591.00   | 7,591.00  |
| 4551        | DOME CLIMBER W/ORBS FS                    | 1.00 | 700.00   | 9,568.00   | 9,568.00  |
| 4561        | TARANTULA CLIMBER                         | 1.00 | 420.00   | 4,602.00   | 4,602.00  |
| 6088        | INCLUSIVE SEESAW                          | 1.00 | 500.00   | 13,599.00  | 13,599.00 |
| 68610       | ALTA GLIDE FLEX GLIDER FREESTANDING       | 1.00 | 2,500.00 | 23,551.00  | 23,551.00 |
| 7145029     | SQUARE DECK (ATTACHES TO 4 POSTS)         | 5.00 | 125.00   | 1,473.00   | 7,365.00  |
| 7145039     | 1/2 HEX FULL DECK (ATTACHES TO 4 POSTS)   | 2.00 | 155.00   | 1,960.00   | 3,920.00  |
| 714552      | 5" OD X 136" POST (3' TO 5' DKS)          | 8.00 | 75.00    | 454.00     | 3,632.00  |
| 714553      | 5" OD X 160" POST (5'6" TO 6'6" DKS)      | 8.00 | 90.00    | 500.00     | 4,000.00  |
| 714554      | 5" OD X 178" POST (7' TO 8' DKS)          | 4.00 | 100.00   | 612.00     | 2,448.00  |



|           |                                              |      |        |          |          |
|-----------|----------------------------------------------|------|--------|----------|----------|
| 714555    | 5" OD X 76" POST FOR FENCING & PANELS        | 2.00 | 50.00  | 275.00   | 550.00   |
| 714572    | 5" OD X 144" POST FOR ROOF (3' DK OR LESS)   | 6.00 | 85.00  | 425.00   | 2,550.00 |
| 7146006   | PEAK CLIMBER W/HRAIL (6' & 6'6" DKS)         | 1.00 | 110.00 | 1,682.00 | 1,682.00 |
| 7146155   | MONSTER PIPE CLIMB, STRGHT (4' & 5' DK)      | 1.00 | 130.00 | 2,759.00 | 2,759.00 |
| 7146385U  | GROOVE II SLIDE VORTEX (5' DECK)             | 1.00 | 200.00 | 2,478.00 | 2,478.00 |
| 7146704   | CHAMII SHORT STRAIGHT SECTION                | 2.00 | 60.00  | 731.00   | 1,462.00 |
| 7146705   | CHAMII RIGHT SECTION                         | 1.00 | 60.00  | 731.00   | 731.00   |
| 7146706   | CHAMII LEFT SECTION                          | 1.00 | 60.00  | 731.00   | 731.00   |
| 7146707   | CHAMII LONG STRAIGHT SECTION                 | 1.00 | 60.00  | 768.00   | 768.00   |
| 7146707   | CHAMII LONG STRAIGHT SECTION                 | 1.00 | 60.00  | 768.00   | 768.00   |
| 714670M21 | CHAMII DBL SLIDE ENTRY/EXIT (5'-6'6" DK)     | 1.00 | 290.00 | 3,610.00 | 3,610.00 |
| 714700    | 5' SIDE-BY-SIDE SLIDE,CANOPY (3' DK)         | 1.00 | 120.00 | 2,340.00 | 2,340.00 |
| 7147142   | FIRE TRUCK PANEL W/WHEEL                     | 1.00 | 50.00  | 1,630.00 | 1,630.00 |
| 7147196   | CLIFF CLIMBER (6'6" DECK)                    | 1.00 | 100.00 | 1,288.00 | 1,288.00 |
| 714723W9  | WIDE 8' BURMA BRIDGE                         | 2.00 | 300.00 | 4,576.00 | 9,152.00 |
| 714724    | UPHILL CLIMBER (6'6" & 8' DK)                | 1.00 | 185.00 | 3,354.00 | 3,354.00 |
| 7147786   | INCL SPIDER CLIMBER (5' & 6' 6" DK)          | 1.00 | 95.00  | 1,402.00 | 1,402.00 |
| 714787    | TOT ROCK CLIMBER (3' DK)                     | 1.00 | 110.00 | 1,656.00 | 1,656.00 |
| 714808    | CLIMBING POLE (3', 5' OR 6'6" DK)            | 1.00 | 45.00  | 959.00   | 959.00   |
| 7148258S  | SCALE-N-SLIDE SLIDE (8' DK)                  | 1.00 | 525.00 | 3,716.00 | 3,716.00 |
| 7148428   | SIDE-BY-SIDE CLIMB (6'6" OR 8' DK)           | 1.00 | 250.00 | 2,149.00 | 2,149.00 |
| 71485139  | SQ TRSFR POINT, CL HR (3' DK)                | 1.00 | 225.00 | 3,887.00 | 3,887.00 |
| 71485159  | SQ TRSFR POINT, CL HR (5' DK)                | 1.00 | 375.00 | 6,103.00 | 6,103.00 |
| 7148626   | ROOF FOR HEXAGON DECK, PERF STEEL            | 1.00 | 540.00 | 5,165.00 | 5,165.00 |
| 71486728  | TWISTED VINE CLIMBER (8' DK)                 | 1.00 | 110.00 | 2,076.00 | 2,076.00 |
| 7149071U  | "L" SLIDE RH, ROC (3' DK) VORTEX             | 1.00 | 100.00 | 1,709.00 | 1,709.00 |
| 714920595 | 12' RAMP GRND-DK 1:12, W/O PST, OPN HR       | 1.00 | 420.00 | 5,554.00 | 5,554.00 |
| 714920E   | ADA RAMP EXT INCLINED (LARGE)                | 1.00 | 90.00  | 1,068.00 | 1,068.00 |
| 7149763   | BUMPER LADDER (3' DECK)                      | 1.00 | 80.00  | 1,921.00 | 1,921.00 |
| 7149939   | ADA STAIRS BTWN DECKS W/1'6" RISE            | 2.00 | 180.00 | 3,916.00 | 7,832.00 |
| 714999Z   | CUSTOMER SERVICE KIT (NO PRICE)              | 1.00 | 0.00   | 0.00     | 0.00     |
| 925920Z   | TOUCH UP PAINT KIT - FREESTANDING (NO PRICE) | 1.00 | 0.00   | 0.00     | 0.00     |
| 960       | LUCKY THE LADYBUG "C" SPRING RIDER           | 1.00 | 245.00 | 2,258.00 | 2,258.00 |
| 961       | BUZZY THE BUMBLEBEE "C" SPRING RIDER         | 1.00 | 340.00 | 2,950.00 | 2,950.00 |
| MR0930    | 3.5" ARCH SWING- (2 SEAT REQ'D)              | 2.00 | 286.00 | 2,753.00 | 5,506.00 |
| MR0932    | 3.5" ARCH SWG- ADD-A-BAY (2 ST REQ'D)        | 2.00 | 179.00 | 1,652.00 | 3,304.00 |

## RiskSign\_Included

Product line: Freestanding

Age group:

## Components

| Part Number | Description                               | Qty  | Weight | Unit Price | Total |
|-------------|-------------------------------------------|------|--------|------------|-------|
| 787Z        | RISK MANAGEMENT SIGN - ENGLISH (NO PRICE) | 1.00 | 0.00   | 0.00       | 0.00  |

## Additional Items

| Part Number  | Description                              | Qty  | Weight | Unit Price | Total |
|--------------|------------------------------------------|------|--------|------------|-------|
| 105295       | BAG ZIPLOCK 12" X 14" X 4MIL(OFFICE USE) | 1.00 |        | 0.00       | 0.00  |
| 925961       | THUMB DRIVE 2GB - MREC                   | 1.00 |        | 0.00       | 0.00  |
| INSTALL BOOK | INSTALL BOOK FOR PP ORDERS               | 1.00 |        | 0.00       | 0.00  |

## Totals:

|                   |               |
|-------------------|---------------|
| Equipment Weight: | 17,115.00 lbs |
| Equipment List:   | \$207,759.00  |
| Grand Total:      | \$207,759.00  |

## Notes:

This Quote shall not become a binding contract until signed and delivered by both Customer and Miracle Recreation Equipment Company ("Miracle"). Sales Representative is not authorized to sign this Quote on behalf of Miracle or Customer, and signed Quotes cannot be accepted from Sales Representative. To submit this offer, please sign below and forward a complete signed copy of this Quote directly to "Miracle Sales Administration" via fax (417) 235-3551 or email: orders@miraclerec.com. Upon acceptance, Miracle will return a fully-signed copy of the Quote to Customer (with copy to Sales Representative) via fax or email.

THIS QUOTE IS LIMITED TO AND GOVERNED BY THE TERMS CONTAINED HEREIN. Miracle objects to any other terms proposed by Customer, in writing or otherwise, as material alterations, and all such proposed terms shall be void. Customer authorizes Miracle to ship the Equipment and agrees to pay Miracle the total amount specified. Shipping terms are FOB the place of shipment via common carrier designated by Miracle. Payment terms are Net-30 days from invoice date with approved credit and all charges are due and payable in full at PO Box 734154, Dallas, TX 75373-4154, unless notified otherwise by Miracle in writing. Customer agrees to pay all additional service charges for past due invoices. Customer must provide proper tax exemption certificates to Miracle, and shall promptly pay and discharge all otherwise applicable taxes, license fees, levies and other impositions on the Equipment at its own expense. Purchase orders and payments should be made to the order of Miracle Recreation Equipment Company.

Quote Number: OE25003768      Quote Date: 4/7/2025      Equipment: \$207,759.00      Grand Total: \$207,759.00

CUSTOMER HEREBY SUBMITS ITS OFFER TO PURCHASE THE EQUIPMENT ACCORDING TO THE TERMS STATED IN THIS QUOTE AND SUBJECT TO FINAL APPROVAL BY MIRACLE.

**Submitted By**

**Printed Name and Title**

**Date**

THE FOREGOING QUOTE AND OFFER ARE HEREBY APPROVED AND ACCEPTED BY MIRACLE RECREATION EQUIPMENT

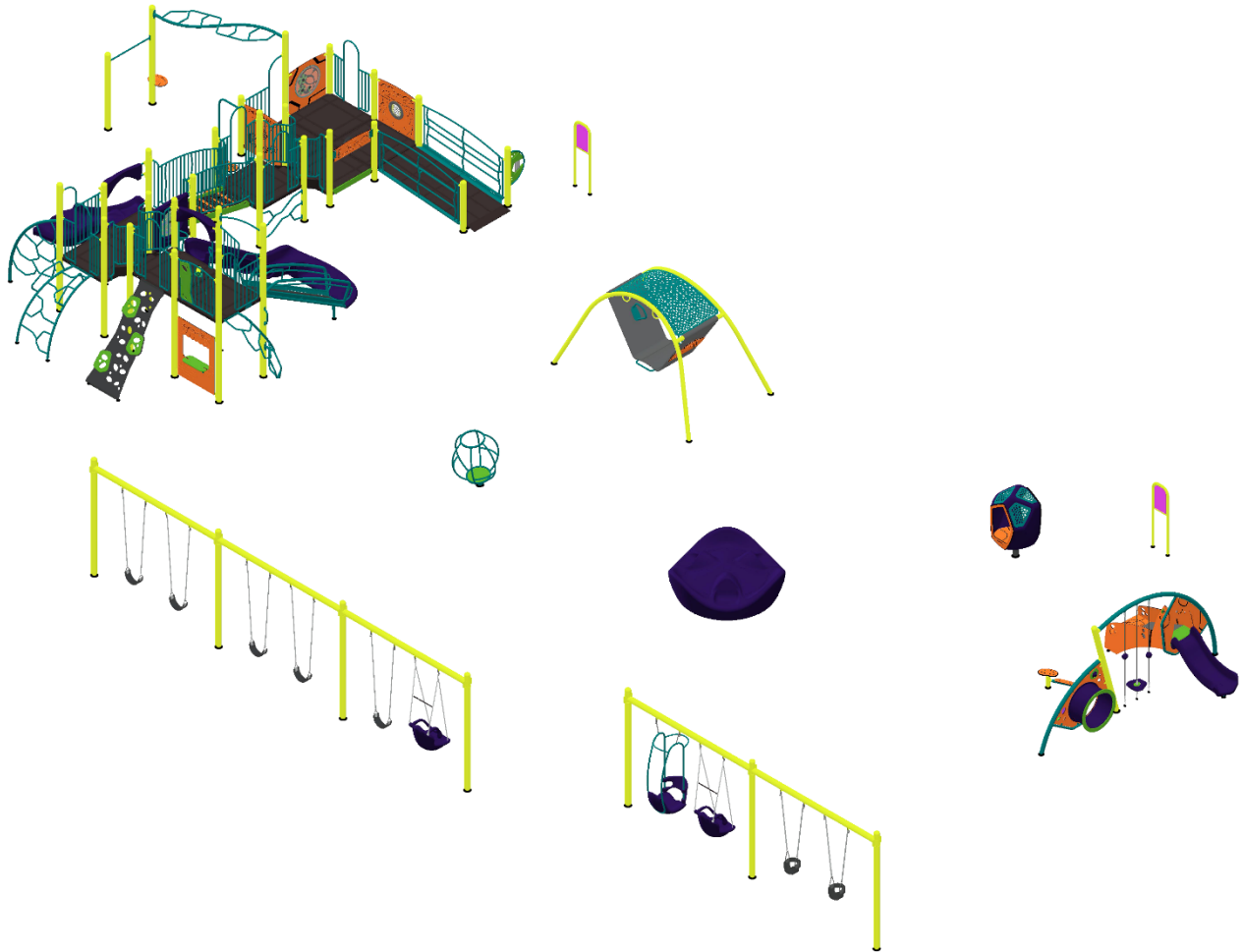
By:

Date:

### ADDITIONAL TERMS & CONDITIONS OF SALE

1. Use & Maintenance. Customer agrees to regularly inspect and maintain the Equipment, and to provide, inspect and maintain appropriate safety surfacing under and around the Equipment, in accordance with Miracle's product literature and the most current Consumer Product Safety Commission Handbook for Public Playground Safety.

2. Default, Remedies & Delinquency Charges. Customer's failure to pay any invoice when due, or its failure to otherwise comply with the terms of this Quote, shall constitute a default under all unsatisfied invoices ("Event of Default"). Upon an Event of Default, Miracle shall have all remedies available to it at law or equity, including, without limitation, all remedies afforded a secured creditor under the Uniform Commercial Code. Customer agrees to assist and cooperate with Miracle to accomplish its filing and enforcement of mechanic's or other liens with respect to the Equipment or its location or its repossession of the Equipment, and Customer expressly waives all rights to possess the Equipment after an Event of Default. All





189 Alfred Rd | Biddeford, ME 04005-3277

March 31, 2025

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

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](http://www.benshaffer.com)  
[www.bciburke.com](http://www.bciburke.com)

Phone: 973-663-2021  
Fax: 973-663-4615  
[ryan@benshaffer.com](mailto:ryan@benshaffer.com)



# FEATURED PLAY EVENTS



## CAR ACCESSIBLE REACH PANEL

Interactive play events provide opportunities for social interaction while increasing coordination and adding additional sensory stimulation to the playground.



## Petal Step Climber

Climbers provide several developmental benefits to children, building upper body strength along with boosting balance and coordination while they play.



## Luge™ Slide

With the Luge Slide, kids can race each other down while developing social skills and increasing coordination.



# FEATURED PLAY EVENTS



## **Volta® Inclusive Spinner**

The universally designed Volta Inclusive Spinner is a spinning social space designed for users of all shapes, sizes and abilities. Multiple seating positions allow up to 9 children to play in the same space.



## **Freedom Swing Seat**

The Freedom inclusive Swing Seat allows children of all abilities to enjoy the childhood joy of swinging in a safe and secure seat.

### DESIGN SUMMARY

Ben Shaffer Recreation, Inc. is very pleased to present this Proposal for consideration for the Community Center Playground 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.

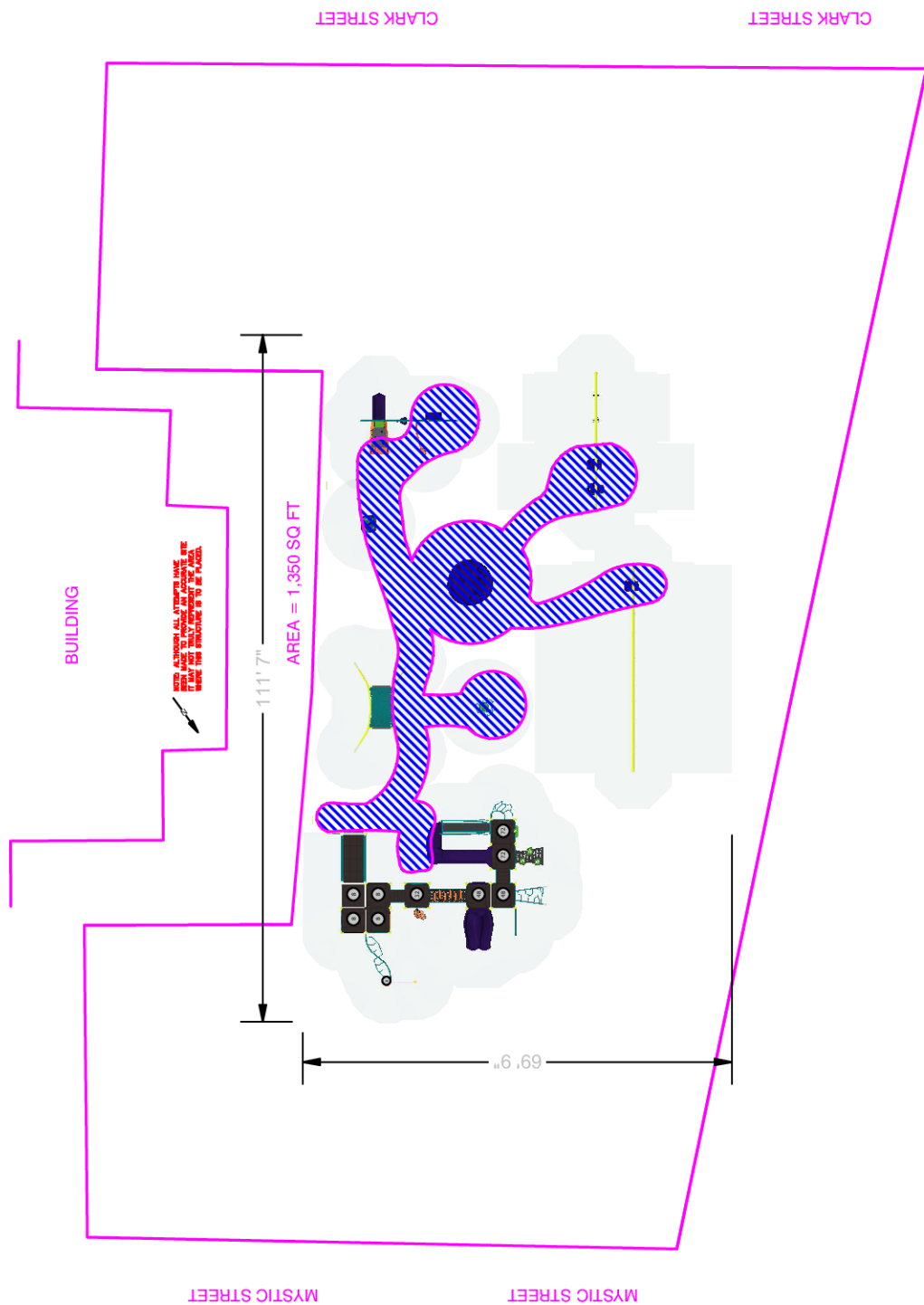
The following is a summary of some of the key elements of our Proposal:

- Project Name: Community Center Playground
- Project Number: 130-198956-1
- User Capacity: 172
- Age Groups: 5 to 12, 2 to 5, 2 to 12
- Dimensions: 111' 6"x69' 8"
- 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 Community Center Playground 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 # 130-198956-1 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 Community Center Playground 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.



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 | GROUND EVENTS |
| 26                                           | 13 / 7          | 8 / 0                      | 5 / 0                  | 18 / 4        |
|                                              |                 |                            |                        | 7 / 3         |

**OVERALL BOUNDING OF USE ZONES**  
 Area: 7771.6 sq. ft.  
 Perimeter: 362.4 ft.  
 STRUCTURE SIZE: 9"x111' 7"  
 POST SIZE(S):

\*\*The space requirements shown here are to ASTM standards. Requirements for other standards may be different.

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

SERIES Burke Basics | Nucleus | Intensity

SITE PLAN VIEW

GROUP:  
5 - 12 STRUCTURE|LEVEL X  
LAUNCH|FREESTANDING

DESIGNED FOR AGES:  
5 to 12, 2 to 5, 2 to 12

Community Center Playground  
Biddeford, ME 04005-3277

**Burke**  
PLAY THAT MOVES YOU.

03/31/2025

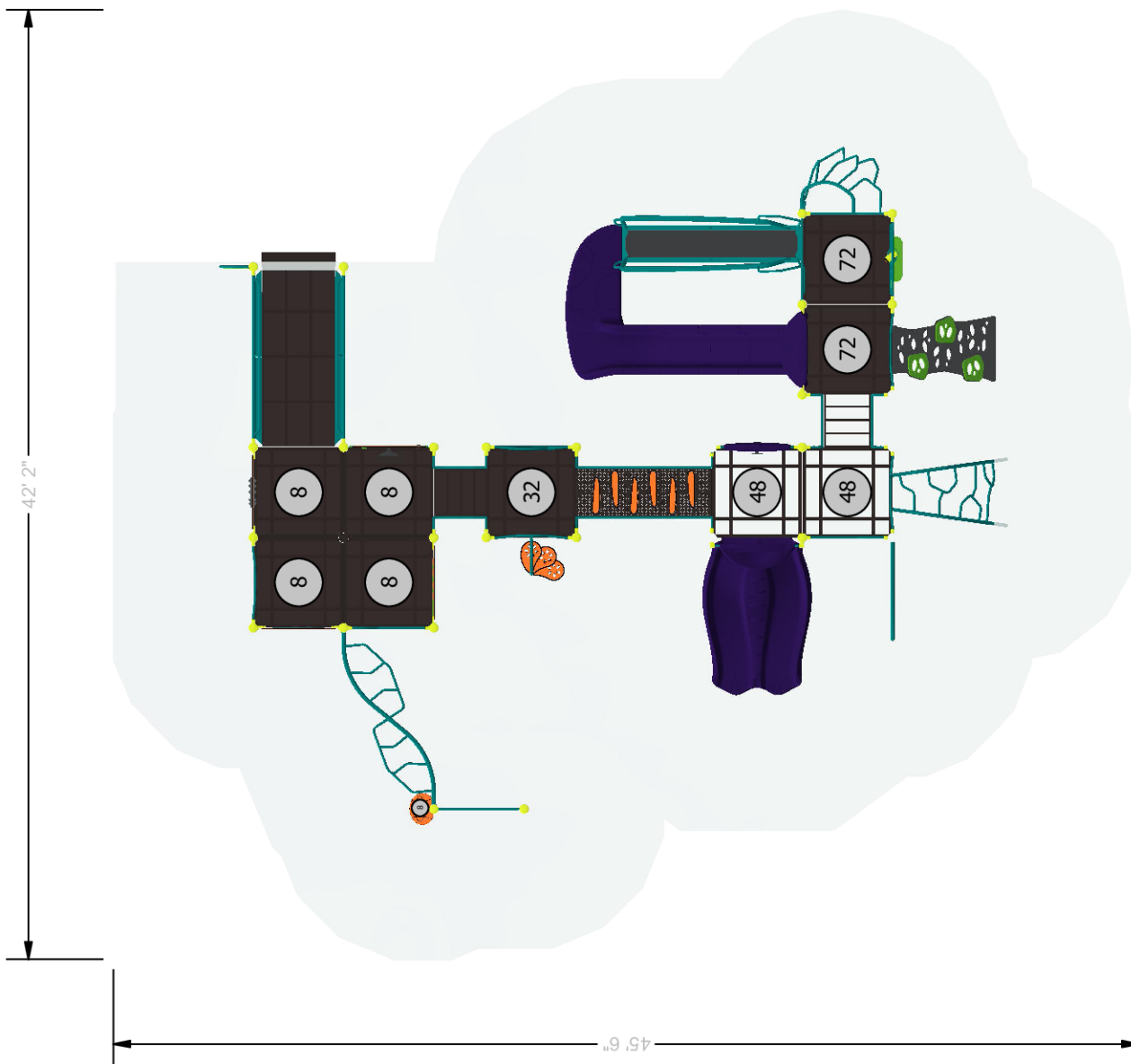
Ben Shaffer Recreation, Inc.

130-198956-1

Designer: John T. Uelmen

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





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 |
| 26                                           | 13 / 7          | 8 / 0                      | 5 / 0                  | 18 / 4 / 7 / 3         |

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

Area: 7771.6 sq. ft.  
Perimeter: 362.4 ft.  
**STRUCTURE SIZE:** 9"x11' 7"  
**POST SIZE(S):**

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

**SERIES** Nucleus | Intensity

**GROUP:**  
5 - 12 STRUCTURE

**DESIGNED FOR AGES:**  
5 to 12

**Community Center Playground**  
Biddeford, ME 04005-3277

**Burke**  
PLAY THAT MOVES YOU.

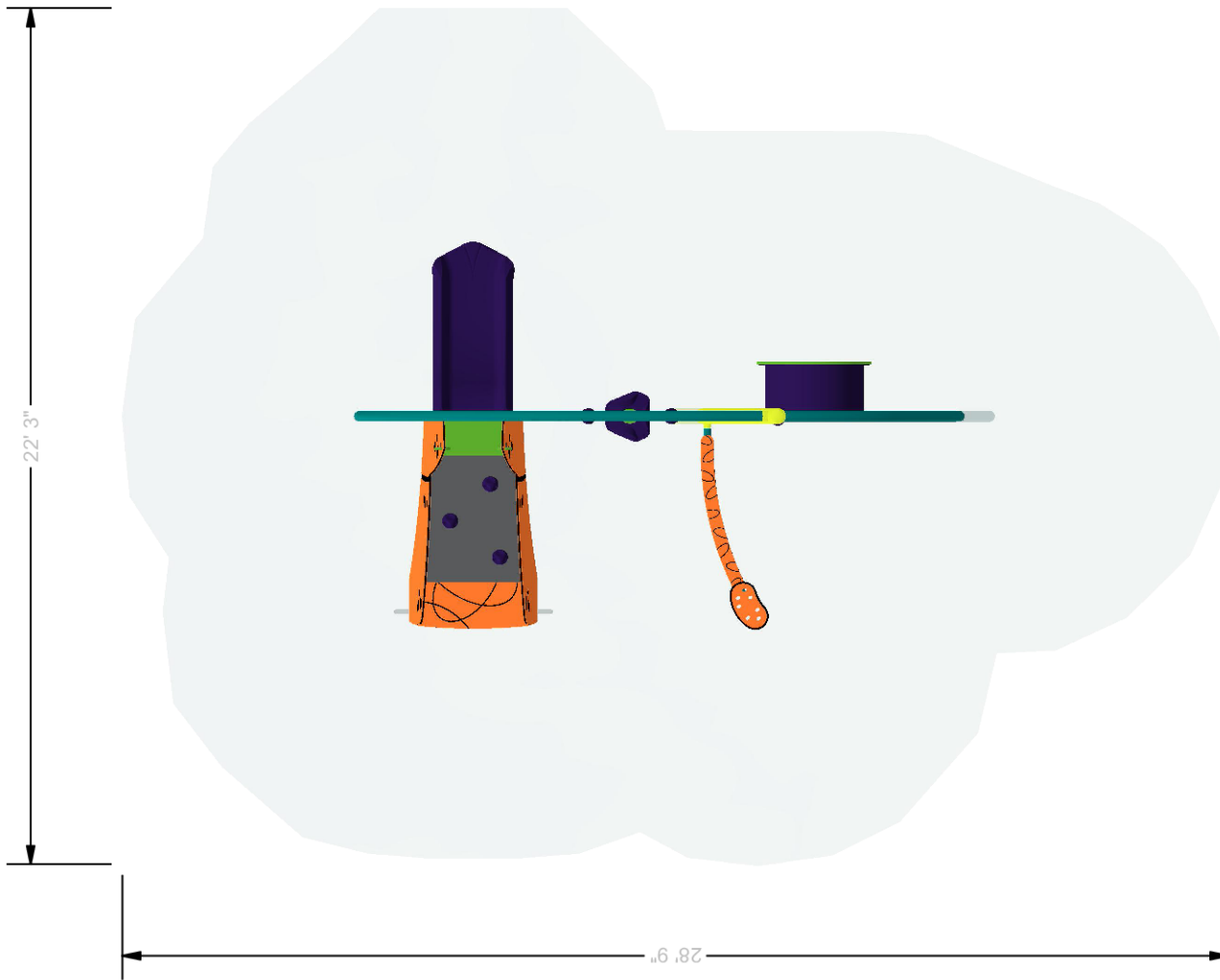
**SITE PLAN VIEW**

03/31/2025

**Ben Shaffer Recreation, Inc.**

**130-198956-1**

Designer: John T. Uelmen



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 | GROUND EVENTS |
| 26                                           | 13 / 7          | 8 / 0                      | 5 / 0                  | 18 / 4        |
|                                              |                 |                            |                        | 7 / 3         |

**OVERALL BOUNDING OF USE ZONES**  
 Area: 7771.6 sq. ft.  
 Perimeter: 362.4 ft.  
 STRUCTURE SIZE: 9"x11' 7"  
 POST SIZE(S):

\*\*The space requirements shown here are to ASTM standards. Requirements for other standards may be different.

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

**SERIES** Burke Basics

**GROUP:**  
LEVEL X LAUNCH

**DESIGNED FOR AGES:**  
2 to 5

**Community Center Playground**  
Biddeford, ME 04005-3277



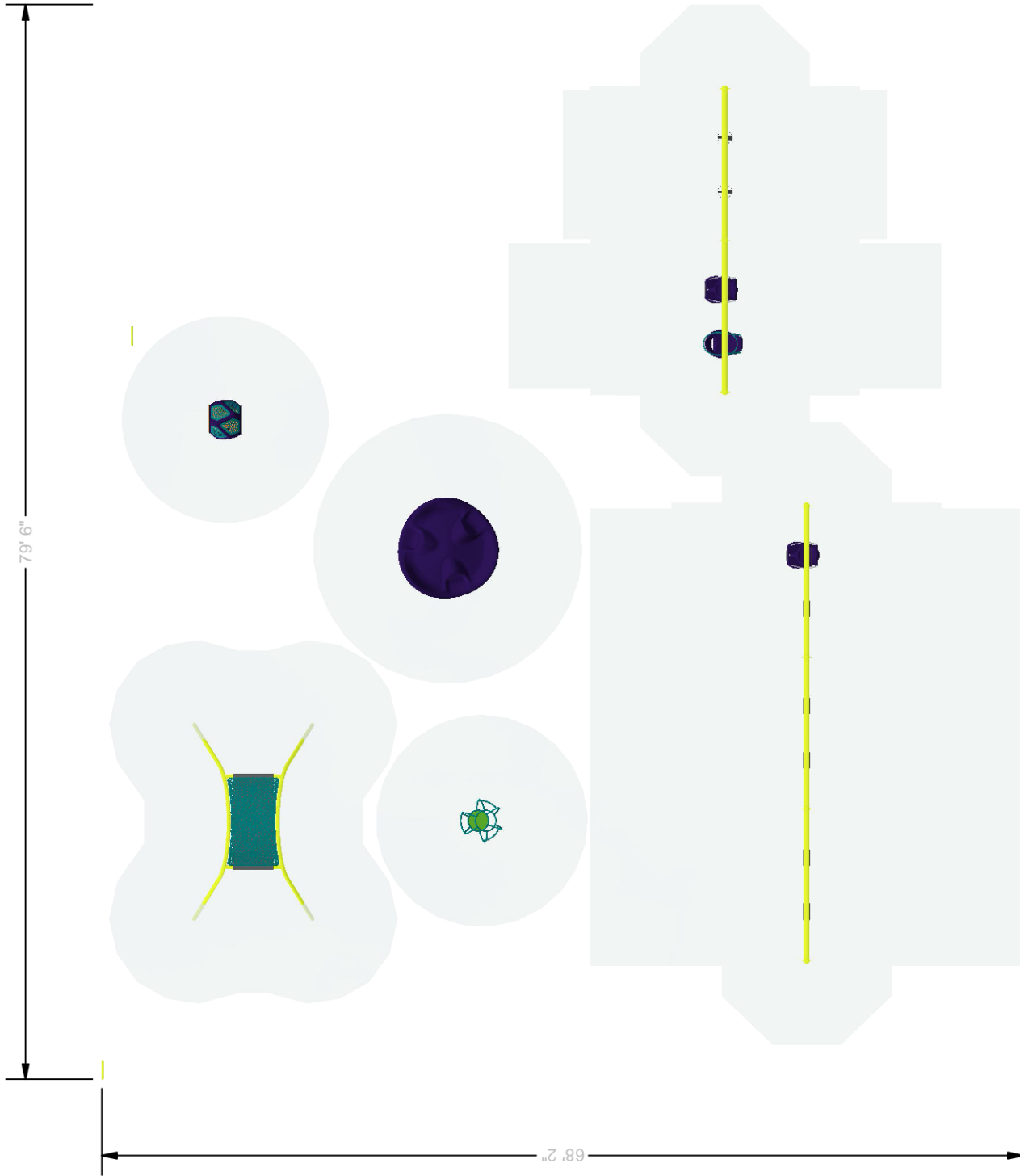
**SITE PLAN VIEW**

03/31/2025

**Ben Shaffer Recreation, Inc.**

**130-198956-1**

Designer: John T. Uelmen



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 |
| 26                                           | 13 / 7          | 8 / 0                      | 5 / 0                  | 18 / 4 / 7 / 3         |

**OVERALL BOUNDING OF USE ZONES**  
 \*\*The space requirements shown here are to ASTM standards. Requirements for other standards may be different.  
 Area: 7771.6 sq. ft.  
 Perimeter: 362.4 ft.  
**STRUCTURE SIZE:** 9"x11' 7"  
**POST SIZE(S):**

**SERIES** Burke Basics

**GROUP:**  
FREESTANDING

**DESIGNED FOR AGES:**  
2 to 12

**Community Center Playground**  
Biddeford, ME 04005-3277

**Burke**  
PLAY THAT MOVES YOU.

**SITE PLAN VIEW**

03/31/2025

**Ben Shaffer Recreation, Inc.**

**130-198956-1**

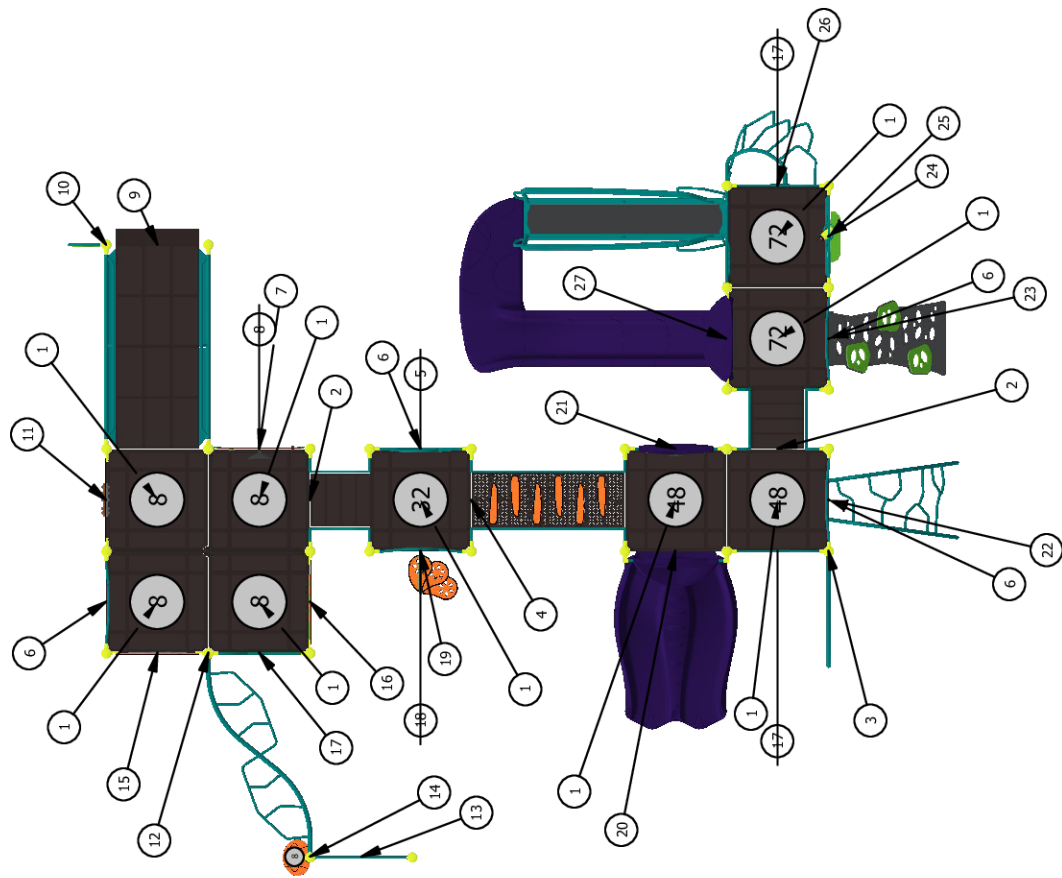
Designer: John T. Uelmen

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.

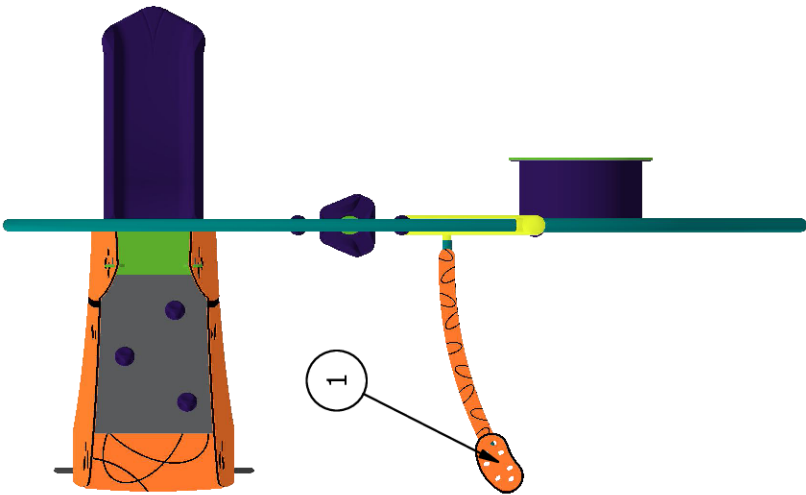


| ITEM | COMP.    | DESCRIPTION                              |
|------|----------|------------------------------------------|
| 1    | 270-0130 | SQUARE PLATFORM                          |
| 2    | 370-0467 | 24" TRANSITION STAIR W/BARRIERS          |
| 3    | 370-0286 | PANO CLIMBER                             |
| 4    | 370-0210 | TERREX CLIMBER                           |
| 5    | 370-0860 | TREE BRANCH CLIMBER 32"                  |
| 6    | 270-0112 | UNITARY ENCLOSURE                        |
| 7    | 570-2668 | CAR ACCESSIBLE REACH PANEL               |
| 8    | 570-0622 | PLATFORM ROLL GUARD                      |
| 9    | 270-0015 | 8' ADAAG ENTRANCE RAMP W/GUARDRAIL       |
| 10   | 570-2706 | CHIMES CRESCENT PANEL, LEFT              |
| 11   | 570-1863 | RAIN WHEEL PANEL                         |
| 12   | 370-1683 | S HORIZONTAL LADDER, NUCLEUS             |
| 13   | 370-0491 | 48" CROSS BAR                            |
| 14   | 370-1608 | OVISTEP LAUNCH PAD                       |
| 15   | 570-2737 | PINBALL PANEL                            |
| 16   | 570-2712 | HIDE THE NUMBERS 2-SIDED PLAYPANEL       |
| 17   | 270-0001 | OFFSET ENCLOSURE                         |
| 18   | 370-1674 | PETAL STEP CLIMBER 32"                   |
| 19   | 270-0286 | NUCLEUS STANCHION                        |
| 20   | 470-0755 | LUGE SLIDE, 48"-56"                      |
| 21   | 570-2701 | COLLISION PANEL, ABOVE PLATFORM          |
| 22   | 370-1681 | BETA CLIMBER 48"-56"                     |
| 23   | 370-1740 | PATHWAY CLIMBER, 64"-72"                 |
| 24   | 570-0130 | EVOLUTION BARRIER W/ KALEIDOSCOPE        |
| 25   | 570-0620 | BURKE MART PANEL BELOW PLATFORM 72"-112" |
| 26   | 370-1721 | ION CLIMBER 64"-80"                      |
| 27   | 470-0966 | 360 LOOP                                 |



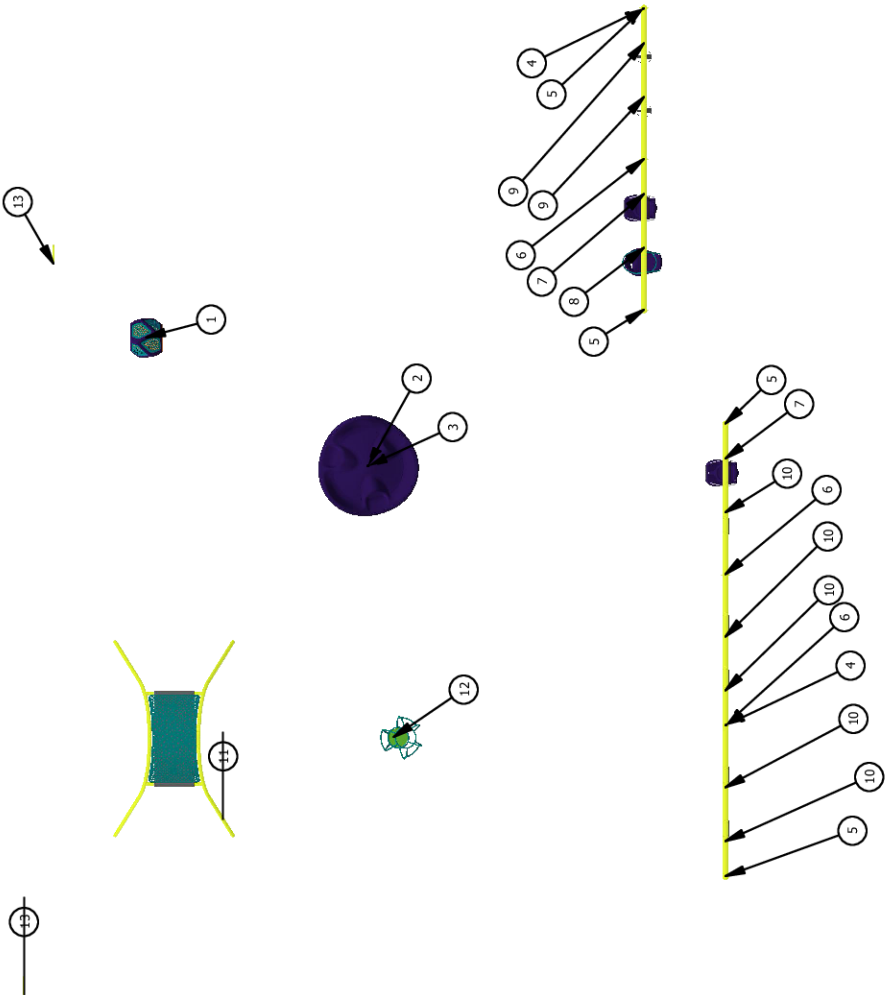
|                                                                                              |  |                                                                                 |  |
|----------------------------------------------------------------------------------------------|--|---------------------------------------------------------------------------------|--|
| <b>SERIES</b> Nucleus   Intensity                                                            |  | <b>COMPONENT VIEW</b>                                                           |  |
| <b>GROUP:</b><br>5 - 12 STRUCTURE                                                            |  | 03/31/2025                                                                      |  |
| <b>DESIGNED FOR AGES:</b><br>5 to 12                                                         |  | <b>Ben Shaffer Recreation, Inc.</b><br>130-198956-1<br>Designer: John T. Uelmen |  |
| <b>Community Center Playground</b><br>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    | 560-2718 | LEVEL X LAUNCH |

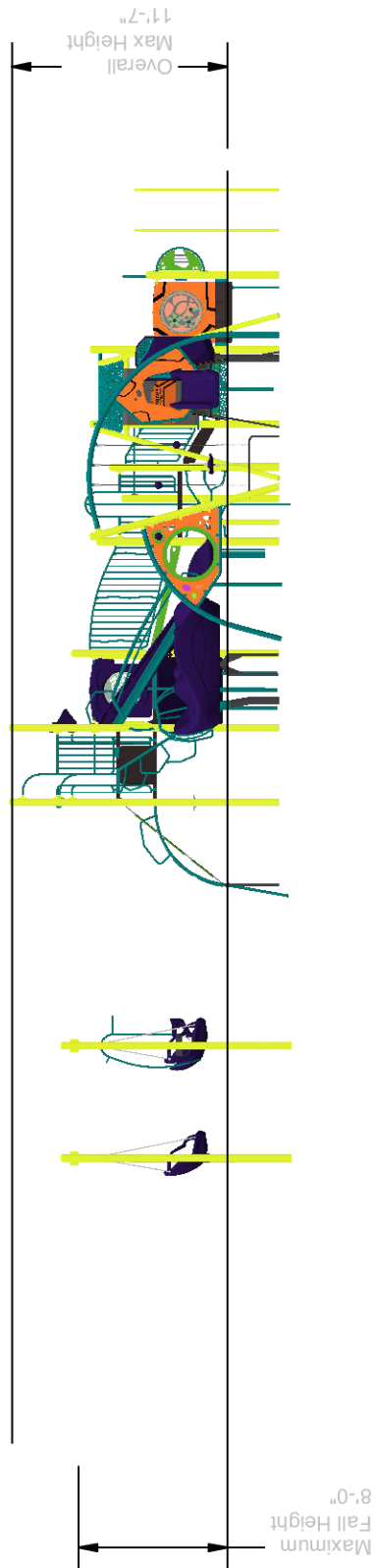


| SERIES                                                                                       |  | Burke Basics                                                                        |  | COMPONENT VIEW               |  |
|----------------------------------------------------------------------------------------------|--|-------------------------------------------------------------------------------------|--|------------------------------|--|
| GROUP:                                                                                       |  | LEVEL X LAUNCH                                                                      |  | 03/31/2025                   |  |
| DESIGNED FOR AGES:                                                                           |  | 2 to 5                                                                              |  | Ben Shaffer Recreation, Inc. |  |
|                                                                                              |  | Community Center Playground                                                         |  | 130-198956-1                 |  |
|                                                                                              |  | Biddeford, ME 04005-3277                                                            |  | Designer: John T. Uelmen     |  |
|                                                                                              |  |  |  |                              |  |
| BCI BURKE COMPANY, LLC   PO BOX 549 FOND DU LAC, WI 54936-0549   920.921.9220   BCIBURKE.COM |  |                                                                                     |  |                              |  |

| ITEM | COMP.    | DESCRIPTION                            |
|------|----------|----------------------------------------|
| 1    | 560-0073 | NIDO SPINNER                           |
| 2    | 560-2579 | VOLTA INCLUSIVE SPINNER                |
| 3    | 560-2765 | VOLTA SPINNER FOOTER                   |
| 4    | 550-0201 | SINGLE POST SWING ASSEMBLY 5" OD       |
| 5    | 550-0008 | SWING BEAM HALF CLAMP                  |
|      | -END     |                                        |
| 6    | 550-0202 | SINGLE POST SWING ADD-ON 5" OD         |
| 7    | 550-0171 | FREEDOM SWING SEAT, 8' BEAM, STD CHAIN |
| 8    | 550-0191 | KONNECTION SWING                       |
| 9    | 550-0099 | TOT SEAT, 7' & 8' SINGLE, STD CHAIN    |
| 10   | 550-0111 | BELT SEAT, 8' SINGLE, STD CHAIN        |
| 11   | 550-9118 | BRAVA UNIVERSAL SWING                  |
| 12   | 560-2589 | COMET II                               |
| 13   | 580-1399 | WELCOME SIGN, CUSTOM                   |



|                                                                                                                           |  |                                                                                        |  |
|---------------------------------------------------------------------------------------------------------------------------|--|----------------------------------------------------------------------------------------|--|
| <b>SERIES</b> Burke Basics                                                                                                |  | <b>COMPONENT VIEW</b>                                                                  |  |
| <b>GROUP:</b><br>FREESTANDING                                                                                             |  | 03/31/2025                                                                             |  |
| <b>DESIGNED FOR AGES:</b><br>2 to 12                                                                                      |  | <b>Ben Shaffer Recreation, Inc.</b><br><b>130-198956-1</b><br>Designer: John T. Uelmen |  |
| <div> <div> <b>Community Center Playground</b><br/>           Biddeford, ME 04005-3277         </div> <div> </div> </div> |  |                                                                                        |  |
| BCI BURKE COMPANY, LLC   PO BOX 549 FOND DU LAC, WI 54936-0549   920.921.9220   BCIBURKE.COM                              |  |                                                                                        |  |



**SERIES** Burke Basics | Nucleus | Intensity

**ELEVATION VIEW**

**GROUP:**  
5 - 12 STRUCTURE|LEVEL X  
LAUNCH|FREESTANDING

**DESIGNED FOR AGES:**  
5 to 12, 2 to 5, 2 to 12

**Community Center Playground**  
Biddeford, ME 04005-3277

**Burke**  
PLAY THAT MOVES YOU

03/31/2025

**Ben Shaffer Recreation, Inc.**

**130-198956-1**

Designer: John T. Uelmen





**SERIES** Nucleus | Intensity

**GROUP:**  
5 - 12 STRUCTURE

**DESIGNED FOR AGES:**  
5 to 12

**Community Center Playground**  
Biddeford, ME 04005-3277

**Burke**  
PLAY THAT MOVES YOU

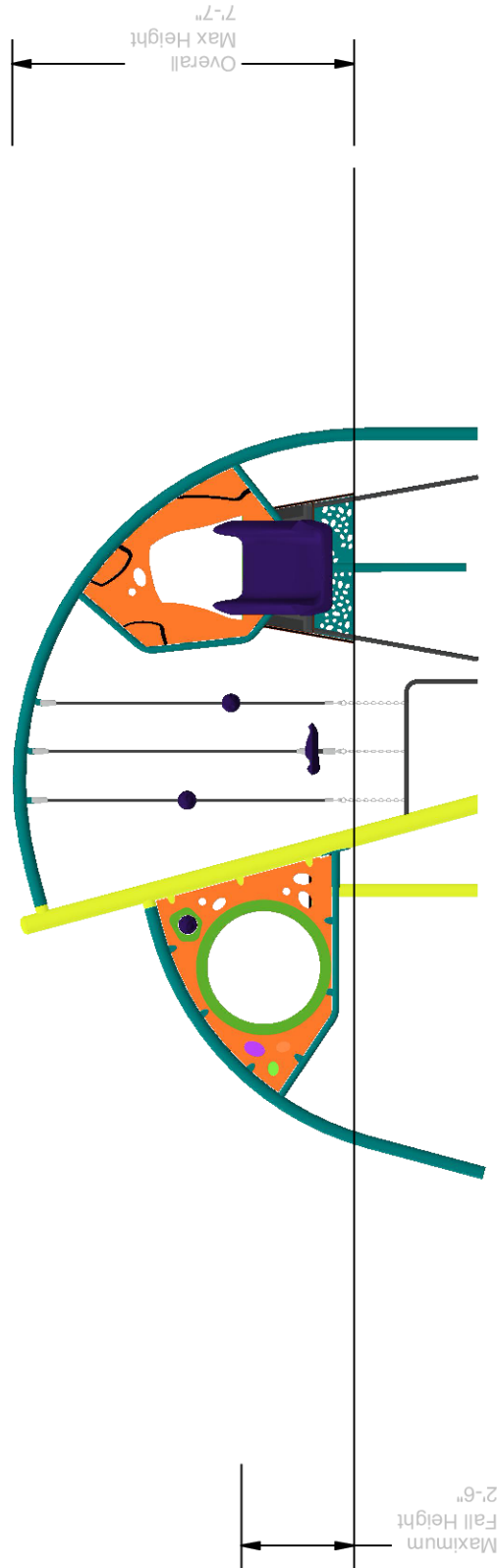
**ELEVATION VIEW**

03/31/2025

**Ben Shaffer Recreation, Inc.**

**130-198956-1**

Designer: John T. Uelmen



**SERIES** Burke Basics

**GROUP:**  
LEVEL X LAUNCH

**DESIGNED FOR AGES:**  
2 to 5

**Community Center Playground**  
Biddeford, ME 04005-3277

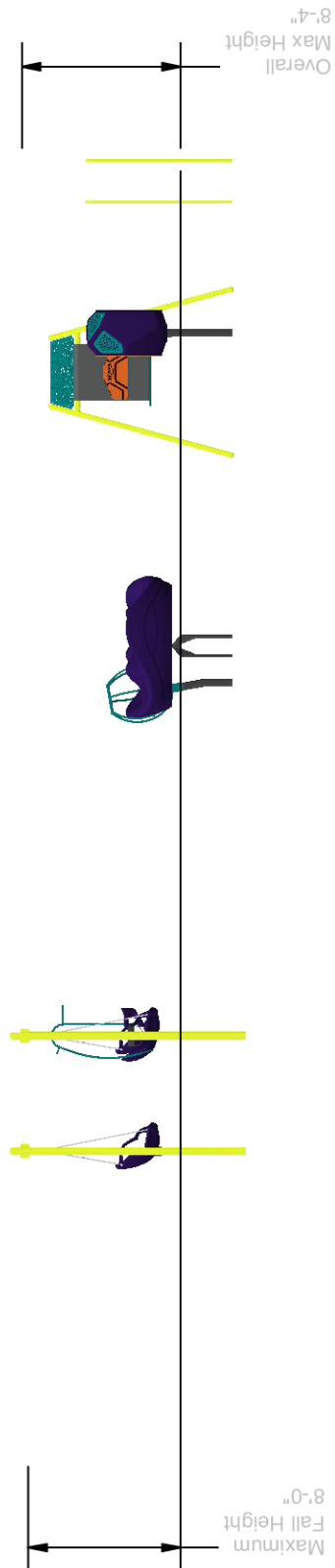
**Burke**  
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**ELEVATION VIEW**

03/31/2025

**Ben Shaffer Recreation, Inc.**  
**130-198956-1**

Designer: John T. Uelmen



**SERIES** Burke Basics

**GROUP:**  
FREESTANDING

**DESIGNED FOR AGES:**  
2 to 12

**Community Center Playground**  
Biddeford, ME 04005-3277

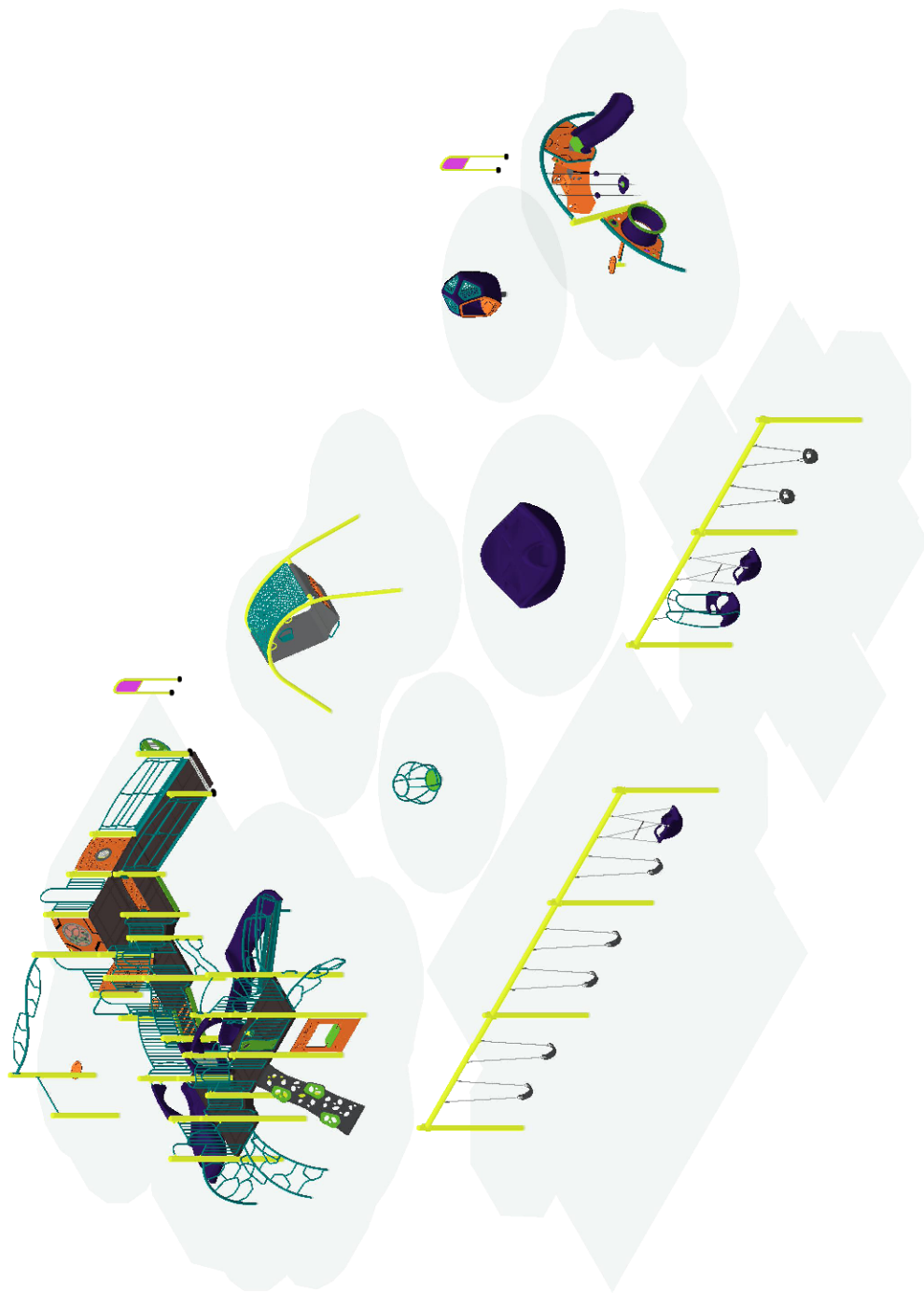
**Burke**  
PLAY THAT MOVES YOU

**ELEVATION VIEW**

03/31/2025

**Ben Shaffer Recreation, Inc.**  
**130-198956-1**

Designer: John T. Uelmen



**SERIES** Burke Basics | Nucleus | Intensity

**ISOMETRIC VIEW**

**GROUP:**  
5 - 12 STRUCTURE|LEVEL X  
LAUNCH|FREESTANDING

**Community Center Playground**  
Biddeford, ME 04005-3277

03/31/2025

**DESIGNED FOR AGES:**  
5 to 12, 2 to 5, 2 to 12

**Ben Shaffer Recreation, Inc.**

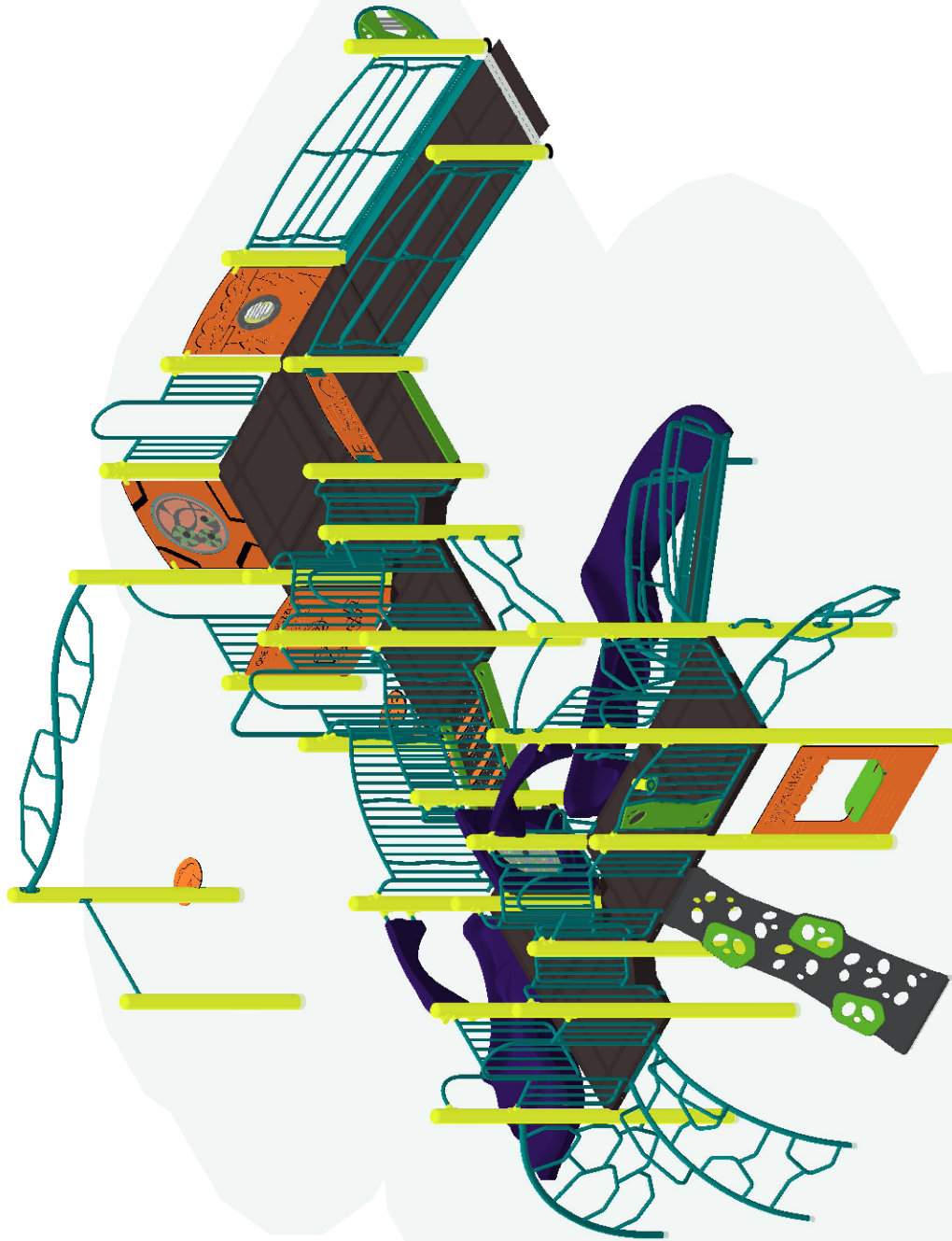
**130-198956-1**

Designer: John T. Uelmen

**Burke**  
PLAY THAT MOVES YOU

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**SERIES** Nucleus | Intensity

**ISOMETRIC VIEW**

**GROUP:**  
5 - 12 STRUCTURE

**Community Center Playground**  
Biddeford, ME 04005-3277

03/31/2025

**DESIGNED FOR AGES:**  
5 to 12

**Ben Shaffer Recreation, Inc.**  
**130-198956-1**

Designer: John T. Uelmen

**Burke**  
PLAY THAT MOVES YOU

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**SERIES** Burke Basics

**GROUP:**  
LEVEL X LAUNCH

**DESIGNED FOR AGES:**  
2 to 5

**Community Center Playground**  
Biddeford, ME 04005-3277

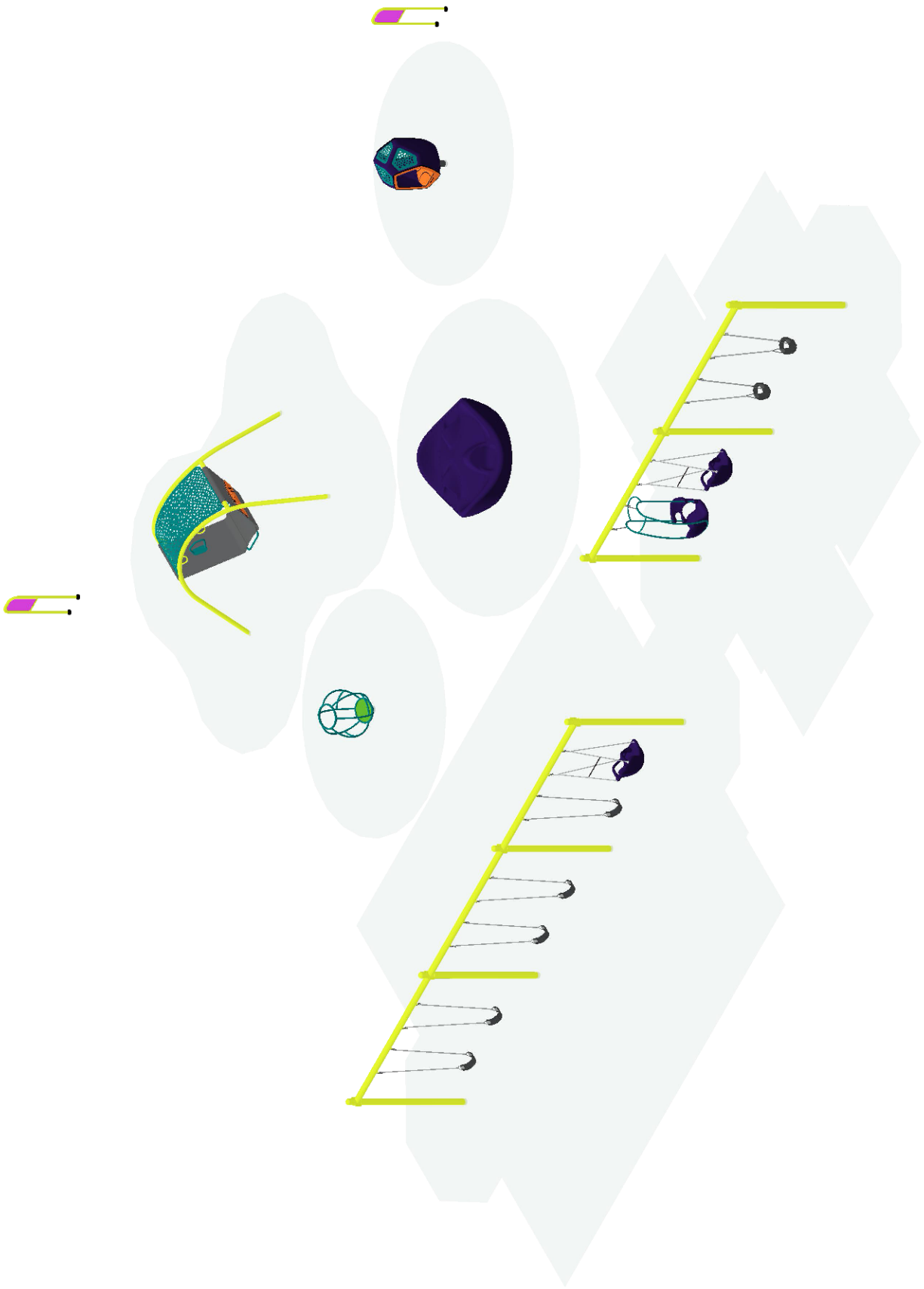
**Burke**  
PLAY THAT MOVES YOU

**ISOMETRIC VIEW**

03/31/2025

**Ben Shaffer Recreation, Inc.**  
**130-198956-1**

Designer: John T. Uelmen



**SERIES** Burke Basics

**GROUP:**  
FREESTANDING

**DESIGNED FOR AGES:**  
2 to 12

**Community Center Playground**  
Biddeford, ME 04005-3277

**Burke**  
PLAY THAT MOVES YOU

**ISOMETRIC VIEW**

03/31/2025

**Ben Shaffer Recreation, Inc.**  
**130-198956-1**

Designer: John T. Uelmen

**Proposal 130-198956-1 | 3/31/2025 | 2025 Pricing**

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](http://www.ipema.org).



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

**5 - 12 STRUCTURE**

**Nucleus**

| Component No. | Description                           | Qty | User Cap. | Ext. User Cap. | Weight | Ext. Weight |
|---------------|---------------------------------------|-----|-----------|----------------|--------|-------------|
| 072-0500-100C | 5" OD X 100" CAPPED POST              | 3   | 0         | 0              | 53     | 159         |
| 072-0500-108C | 5" OD X 108" CAPPED POST              | 2   | 0         | 0              | 57     | 114         |
| 072-0500-116C | 5" OD X 116" CAPPED POST              | 2   | 0         | 0              | 61     | 122         |
| 072-0500-120C | 5" OD X 120" CAPPED POST              | 2   | 0         | 0              | 63     | 126         |
| 072-0500-124C | 5" OD X 124" CAPPED POST              | 1   | 0         | 0              | 65     | 65          |
| 072-0500-132C | 5" OD X 132" CAPPED POST              | 2   | 0         | 0              | 69     | 138         |
| 072-0500-140C | 5" OD X 140" CAPPED POST              | 2   | 0         | 0              | 74     | 148         |
| 072-0500-148C | 5" OD X 148" CAPPED POST              | 4   | 0         | 0              | 78     | 312         |
| 072-0500-164C | 5" OD X 164" CAPPED POST              | 1   | 0         | 0              | 86     | 86          |
| 072-0500-172C | 5" OD X 172" CAPPED POST              | 2   | 0         | 0              | 90     | 180         |
| 072-0500-76C  | 5" OD X 76" CAPPED POST               | 1   | 0         | 0              | 40     | 40          |
| 072-0500-84C  | 5" OD X 84" CAPPED POST               | 6   | 0         | 0              | 44     | 264         |
| 072-0502-36S  | 5" OD X 36" SWAGED POST               | 1   | 0         | 0              | 19     | 19          |
| 072-0504-10B  | 5" OD X 10" STUBBY POST               | 1   | 0         | 0              | 6      | 6           |
| 270-0001      | OFFSET ENCLOSURE                      | 3   | 0         | 0              | 30     | 90          |
| 270-0015      | 8' ADAAG ENTRANCE RAMP<br>W/GUARDRAIL | 1   | 12        | 12             | 439    | 439         |
| 270-0112      | UNITARY ENCLOSURE                     | 4   | 0         | 0              | 34     | 136         |
| 270-0130      | SQUARE PLATFORM                       | 9   | 6         | 54             | 106    | 954         |
| 270-0286      | NUCLEUS STANCHION                     | 1   | 0         | 0              | 37     | 37          |
| 370-0210      | TERREX CLIMBER                        | 1   | 12        | 12             | 326    | 326         |
| 370-0286      | PANO CLIMBER                          | 1   | 3         | 3              | 64     | 64          |
| 370-0467      | 24" TRANSITION STAIR W/BARRIERS       | 2   | 2         | 4              | 164    | 328         |
| 370-0491      | 48" CROSS BAR                         | 1   | 1         | 1              | 5      | 5           |
| 370-0860      | TREE BRANCH CLIMBER 32"               | 1   | 2         | 2              | 17     | 17          |
| 370-1674      | PETAL STEP CLIMBER 32"                | 1   | 2         | 2              | 56     | 56          |
| 370-1681      | BETA CLIMBER 48"-56"                  | 1   | 2         | 2              | 45     | 45          |
| 370-1721      | ION CLIMBER 64"-80"                   | 1   | 2         | 2              | 50     | 50          |
| 370-1740      | PATHWAY CLIMBER, 64"-72"              | 1   | 3         | 3              | 116.5  | 116.5       |
| 470-0755      | LUGE SLIDE, 48"-56"                   | 1   | 4         | 4              | 198    | 198         |
| 470-0966      | 360 LOOP                              | 1   | 6         | 6              | 557    | 557         |



|          |                                             |   |   |   |    |    |
|----------|---------------------------------------------|---|---|---|----|----|
| 570-0130 | EVOLUTION BARRIER W/<br>KALEIDOSCOPE        | 1 | 1 | 1 | 64 | 64 |
| 570-0620 | BURKE MART PANEL BELOW<br>PLATFORM 72"-112" | 1 | 4 | 4 | 54 | 54 |
| 570-0622 | PLATFORM ROLL GUARD                         | 1 | 0 | 0 | 8  | 8  |
| 570-1863 | RAIN WHEEL PANEL                            | 1 | 2 | 2 | 59 | 59 |
| 570-2668 | CAR ACCESSIBLE REACH PANEL                  | 1 | 2 | 2 | 23 | 23 |
| 570-2701 | COLLISION PANEL, ABOVE PLATFORM             | 1 | 1 | 1 | 55 | 55 |
| 570-2706 | CHIMES CRESCENT PANEL, LEFT                 | 1 | 1 | 1 | 17 | 17 |
| 570-2712 | HIDE THE NUMBERS 2-SIDED<br>PLAYPANEL       | 1 | 2 | 2 | 70 | 70 |
| 570-2737 | PINBALL PANEL                               | 1 | 1 | 1 | 53 | 53 |
| 670-0425 | 5" OD STUBBY POST CAP                       | 1 | 0 | 0 | 1  | 1  |

## 5 - 12 STRUCTURE

### Intensity

| Component No. | Description                  | Qty | User Cap. | Ext. User Cap. | Weight | Ext. Weight |
|---------------|------------------------------|-----|-----------|----------------|--------|-------------|
| 370-1608      | OVISTEP LAUNCH PAD           | 1   | 1         | 1              | 10     | 10          |
| 370-1683      | S HORIZONTAL LADDER, NUCLEUS | 1   | 6         | 6              | 56     | 56          |

Total User Capacity: 128  
Total Weight: 5680 lbs.  
Total Price: \$82,810

## LEVEL X LAUNCH

### Burke Basics

| Component No. | Description    | Qty | User Cap. | Ext. User Cap. | Weight | Ext. Weight |
|---------------|----------------|-----|-----------|----------------|--------|-------------|
| 560-2718      | LEVEL X LAUNCH | 1   | 10        | 10             | 817    | 817         |

Total User Capacity: 10  
Total Weight: 819 lbs.  
Total Price: \$13,004

## FREESTANDING

### Burke Basics

| Component No. | Description                               | Qty | User Cap. | Ext. User Cap. | Weight | Ext. Weight |
|---------------|-------------------------------------------|-----|-----------|----------------|--------|-------------|
| 550-0099      | TOT SEAT, 7' & 8' SINGLE, STD CHAIN       | 2   | 1         | 2              | 12     | 24          |
| 550-0111      | BELT SEAT, 8' SINGLE, STD CHAIN           | 5   | 1         | 5              | 10     | 50          |
| 550-0171      | FREEDOM SWING SEAT, 8' BEAM, STD<br>CHAIN | 2   | 1         | 2              | 38     | 76          |
| 550-0191      | KONNECTION SWING                          | 1   | 2         | 2              | 64     | 64          |
| 550-0201      | SINGLE POST SWING ASSEMBLY 5" OD          | 2   | 0         | 0              | 246.78 | 493.56      |
| 550-0202      | SINGLE POST SWING ADD-ON 5" OD            | 3   | 0         | 0              | 160.06 | 480.18      |

189 Alfred Rd | Biddeford, ME 04005-3277

|          |                         |   |   |   |     |     |
|----------|-------------------------|---|---|---|-----|-----|
| 550-9118 | BRAVA UNIVERSAL SWING   | 1 | 6 | 6 | 530 | 530 |
| 560-0073 | NIDO SPINNER            | 1 | 2 | 2 | 185 | 185 |
| 560-2579 | VOLTA INCLUSIVE SPINNER | 1 | 9 | 9 | 475 | 475 |
| 560-2589 | COMET II                | 1 | 6 | 6 | 147 | 147 |
| 560-2765 | VOLTA SPINNER FOOTER    | 1 | 0 | 0 | 69  | 69  |
| 580-1399 | WELCOME SIGN, CUSTOM    | 2 | 0 | 0 | 45  | 90  |

Total User Capacity: 34  
Total Weight: 2686 lbs.  
Total Price: \$37,869

**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 (FREESTANDING)**

---

Acc: Aqua  
Panel: Orange-Black-Orange  
Plastic: Purple  
Post: Lemon  
Deck: Brown  
Flat: Lime

---

**GROUP 2 (5 - 12 STRUCTURE)**

---

Deck: Brown  
Post: Lemon  
Acc: Aqua  
Flat: Lime  
Panel: Orange-Black-Orange  
Plastic: Purple

---

**GROUP 3 (LEVEL X LAUNCH)**

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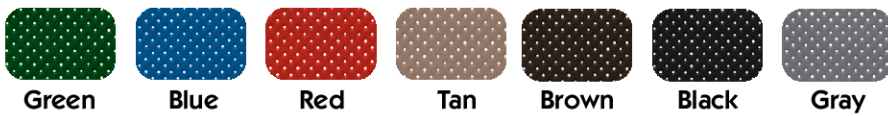
Post: Lemon  
Acc: Aqua  
Plastic: Purple  
Panel: Orange-Black-Orange  
Flat: Lime

# COLORS THAT MOVE YOU

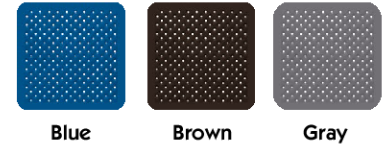
## POWDER COAT PAINT



## TRADITIONAL SERIES SITE AMENITIES



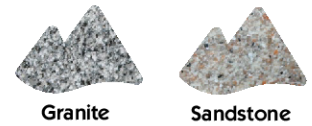
## PLATFORMS



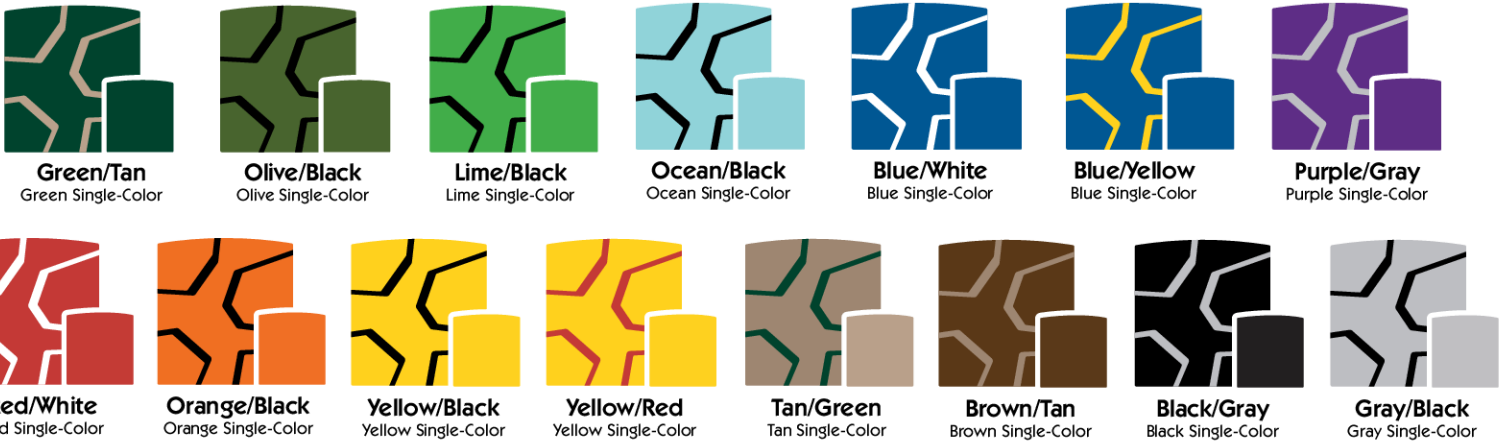
## SOLIS HUE TOPPERS



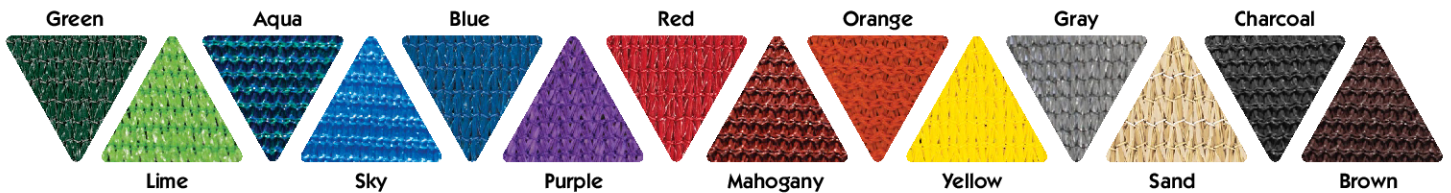
## ROCKIT CLIMBERS



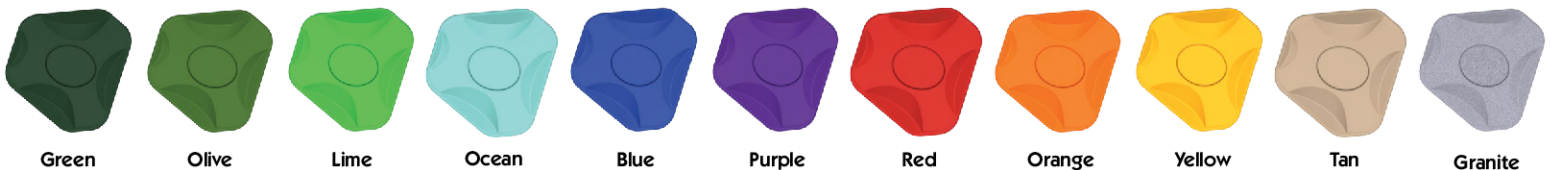
## HDPE PLASTIC PANELS



## SHADE CANOPIES



## ROTOMOLD PLASTIC



VISIT [BCIBURKE.COM/COLOR](https://www.bciburke.com/color) TO CUSTOMIZE YOUR PLAYGROUND COLORS!



## Konnection Swing™

### Safety Standards & Guidelines - Reference Information

The Konnection Swing was designed to provide an intergenerational play opportunity and offer everyone the childhood joy of swinging! While researching the use of swings, two trends stood out to us - caregivers pushing infants in bucket seat swings and adults swinging with children on their lap. Both situations could be improved with the design of a swing designed to foster connection and increase safety. The Konnection Swing was developed as a direct result of this. The overall design is focused on fostering true connection in both eye contact and proximity leading to increased engagement for all users. Hands-free swinging allows the caregiver to hold, interact and play with the child as they both experience the thrill of swinging together.

The Konnection Swing is IPEMA Certified and meets or exceeds the requirements of ASTM F1487-17, which is recognized as the standard of care in the playground industry. This ASTM public playground safety standard is revised every two to three years to remain current with innovation and market trends.

The CPSC Public Playground Safety Handbook hasn't been revised since 2008 and doesn't include new product categories that have been innovated in recent years. There are a couple of points to note when deciding to purchase a multi-user swing:

- Multi-user swings are innovative and CPSC Public Playground Safety Handbook doesn't have a standard that specifically covers them.
- CPSC 5.3.8.3.1 – CPSC recommends that belt swing seats should be designed to accommodate no more than one user at any time. While the Konnection Swing is a single axis swing, it is clearly not a belt seat.
- CPSC 2.3.1 – CPSC says that swings intended for more than one user are not recommended because their greater mass, as compared to single occupancy swings, presents a risk of impact injury.
- The ASTM safety standard, F1487, was revised in 2011 to add maximum impact requirements for swings and the Konnection Swing has been tested and is compliant with ASTM impact requirements.
- CPSC has written a letter stating that “the swing impact test in F1487-11 is a reasonable approach to address the concerns posed by unoccupied, heavy, multiple occupancy swings.”
- CPSC has always included an exemption to both recommendations listed above for tire swings, which are multiple occupancy swings that are suspended from a single pivot and permit swinging in any direction.
- CPSC also emphasizes that their Handbook provides recommendations, not requirements. If a jurisdiction adopts the Handbook's recommendations as mandatory requirements, that jurisdiction would need to determine how the requirements should be applied in any particular instance.

# 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 KoreConnect® Clamp Castings 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 and direct-bolt 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 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 800-356-2070.

01/2025





WATERFALL METALLIC POSTS

# J. RICHARD MARTIN COMMUNITY CENTER

## BIDDEFORD, MAINE

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## COLOR KEY

- LEMON
- LIME
- PURPLE
- AQUA
- B ORANGE/BLACK
- B PURPLE/GRAY







## Finance Committee

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**Meeting Date:** April 15, 2025

**Meeting Time:** 5:00 PM

**Agenda Item** 4.c

**No:**

**Item** Reporting of Streamlined Purchasing Under *Sec. 2-348(g) - Competitive Sealed*

**Description:** *Bidding*

**Submitted By:** Brian S. Phinney, COO

**Supporting Information/Documentation:**

None

**Key Terms:**

**Executive Summary:**

Monthly reporting of streamlined purchase(s) under Sec. 2336(g). Two purchases occurred: award of bid for Fire Department thermal imaging camera to Harrison Shrader Enterprises in the amount of \$27,000 and rescue ropes and technical supplies to GME Supply Company in the amount of \$11,006.02.

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**Detailed Review:**

The Code of Ordinances at Sec 2-348(g) *Competitive Sealed Bidding* includes a streamlining provision that authorizes the city manager to approve certain purchases as follows:

*...bid results greater than \$5,000 and less than \$50,000 and covered by the budgeted amount can be approved by the City Manager and awarding of the contract to the successful bidder. These results will be reported to the City Council and/or the Finance Committee on a monthly basis.*

Two such awards occurred in March and are being reported to the Finance Committee. The Fire Department issued RFBs for each purchase. One (1) bid was received for thermal imaging cameras and four (4) bids were received for the rescue ropes. Both purchases are at or below the budgeted FY25 CIP amounts of \$27,000 and \$20,000, respectively. The lowest bids are the recommended award.

Award Detail - Thermal Imaging Cameras

**Harrison Shrader Enterprises - \$27,000**

Award Detail - Rescue Ropes and Technical Rescue Soft Goods

**GME Supply Company (Columbia, MO) \$11,006.02**

Apexx Gear (1) (Roopville, GA) \$11,744.91

HSE Safety Equipment (Lewiston, ME) \$11,892.20

Construction Tool Warehouse (Saugerties, NY) \$12,507.31

**Funding Source:**

The funding source is the FY25 Approved CIP for the Fire Department items. Budgeted amounts are \$27,000 and \$20,000, respectively. All documentation is retained and available for review if requested.

**Staff Recommendation:**

N/A - Reporting Requirement