

City of Biddeford
Finance Committee
October 15, 2019 5:00 PM Council Chambers

- 1. Call to order**
- 2. Approval of the Minutes**
 - 2.1. Finance Committee Minutes...October 1, 2019
[10-01-2019 Finance Committee Minutes.rtf](#)
- 3. Signing of the expenditure warrant**
- 4. Discussion/Approval**
 - 4.1. Purchase St Louis Field Foul Ball Containment
[10-15-2019 St Louis Field Foul Ball Containment.pdf](#)
[10-15-2019 St Louis Field Foul Ball Containment System-ORDER.doc](#)
- 5. Other Business**
 - 5.1. Report Emergency Repair
[10-15-2019 Emergency Repair.doc](#)
[10-15-2019 Biddeford 57610 092519.pdf](#)
[10-15-2019 ME02-479375 092619.pdf](#)
- 6. Adjournment**

City of Biddeford
Finance Committee Meeting Minutes
October 1, 2019

The meeting was called to order at 4:30 p.m. by the Chair, Councilor John McCurry.

Present: Chair, Council President John McCurry, Mayor Alan Casavant, Councilor Stephen St. Cyr (arrived at 4:45 p.m.), Councilor Mike Ready, City Manager James Bennett, Finance Director Cheryl Fournier, and City Clerk Carmen Morris.

Adjustment to the Agenda

No adjustments to the agenda.

Approval of Minutes

Motion by Councilor Ready to approve the Minutes of September 17, 2019 as printed, seconded by Mayor Casavant.

Vote: unanimous.

Motion carried 3-0.

The expenditure warrant was available for review and signature.

Discussion/Approval

Approval/Purchase of PD Lockers

Motion by Councilor Ready to recommend the purchase of Lockers for the Police Department from Donnegan Systems, Inc., seconded by Mayor Casavant.

Vote: unanimous.

Motion carried 3-0.

Approval of the Fire Department Bathroom Project

Motion by Councilor Ready to recommend the renovation of the Fire Department Central Station Bathroom, seconded by Mayor Casavant.

Discussion: Councilor Ready noted the Committee had requested re-design this and come back to the Finance Committee.

Fire Chief, Scott Gagne, presented the item explaining the history. The design was from Caleb Johnson and was too high so they re-designed off of that.

Councilor Ready asked what the difference is between the original bid and the bid under consideration.

Chief Gagne explained the main difference is a change in flooring to have something easy to maintain. The adjusted design does not include lockers which the original design did allow lockers.

Councilor McCurry agrees with Councilor Ready noting when this first came to Finance they asked for it to be re-designed and then it was voted down. Staff was instructed to re-design the bathroom in an attempt to lower the cost of the project. There is no re-design and the bids under consideration are higher than the original bid considered in July of 2019.

Motion by Councilor Ready to table the item with the understanding that Staff does a re-design, seconded by Mayor Casavant.

Vote: unanimous.
Motion carried: 3-0.

Approval/Purchase of a Plow Truck

Motion by Councilor Ready to approve the purchase of a plow truck from the lowest bidder, seconded by Mayor Casavant.

Vote: unanimous.
Motion carried 3-0.

Councilor St. Cyr arrived.

Approval/Purchase of Dual Face Sign-Public Works Department

Motion by Councilor Ready to recommend the purchase of a Dual Face Sign from Sign Design, Inc. of Portland, ME to be installed at the Public Works Department, seconded by Mayor Casavant.

Discussion: Councilor Ready noted Solar Max's bid did not include installation and asked if DPW could install the equipment.

Public Works Director, Jeff Demers, presented the item explaining they only bid on the sign itself and DPW has to do the concrete work, insert the screen, etc. They were not close to the specs that were asked for.

Councilor Ready noted he does support the sign and asked if the placement of the sign is scheduled. He was surprised at the traffic that does go by DPW. Is there a better location for the sign?

Jeff explained it is not specific to Public Works but is a better way to communicate important information to the City. But if they decide on another location, they have to look at power source.

Councilor St. Cyr questioned if this is the best location for the sign. He would have felt better had the \$40,000.00 gone back into the CIP account for other projects.

Councilor McCurry thinks it is a good idea at this point in time. He does think they should be looking at other possible locations.

Vote: In favor 3.

Opposed 1, Councilor St. Cyr.

Motion carried: 3-1.

Authorization/Morin Street Paving Project

Motion by Councilor Ready to approve the paving project of Morin Street, seconded by Mayor Casavant.

Discussion: Councilor Ready asked about the funding for the project.

City Manager, James Bennett, explained part of the funds are coming from the Industrial Park Fund, the rest is coming from the Road Construction/Improvements Funds. He gave an update on the three large projects, Lincoln Mill, Riverdam & the new Courthouse project. Jim went on to explain that if the City waits for this project, the amount will probably come in higher.

Councilor McCurry asked if Drapeau Street could be added. Jeff has looked into this and noted that it would be, give or take an approximate \$158,000.00.

Motion by Councilor Ready to forward this item to City Council with no recommendation, seconded by Councilor St. Cyr.

The Mayor explained to the Committee that it has been 50 years since any improvements have been done to the road in the Industrial Park. He thinks its time for us to reinvest in the parks.

Vote: unanimous.

Motion carried 4-1.

Approval/Purchase of Pedestrian Warning Light

Motion by Councilor Ready to recommend the purchase of a Pedestrian Warning Light using TIF Funds, seconded by Councilor St. Cyr.

Discussion: Councilor McCurry noted this light is to be installed in front of Biddeford Savings Bank on Main Street.

Vote: Unanimous.

Motion carried 4-1.

Other Business

Councilor St. Cyr asked why the re-allocation of Unassigned Fund Balance was not on tonight's Finance Committee agenda. It was explained that it was on the September 17, 2019 Finance Committee agenda and voted on.

Motion to adjourn made by Councilor Ready, seconded by Councilor St. Cyr.

Vote: unanimous.

Motion carried 4-0.

Adjourned at 5:22 p.m.

Memo

To: Finance Committee
From: Carl Walsh, Recreation/Teen Director
Date: 9-27-19
Re: St Louis Field Foul Ball Containment System.

Bids went out for Request for a Proposed Solution for both St Louis Field I and II on Monday August 26, 2019. During the site visit two vendors attended with only one submitting a bid on September 17th.

The bid was reviewed by the Recreation Commission on September 23rd and voted to pass on to Finance and Council. Enclosed is a copy of the bid from Sportsfield Specialties of Delhi NY for 150,920.00

Funding for this project comes from 21202-60977 (75,000), 22002-60912 (75,920).



SALES QUOTATION

Document Number
7196

Document Date
09/12/19

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Customer No.
C04828

Customer Reference No.
St. Louis Field

Sales Contact
Daniel Devantier
 Direct: 607-746-1440
 Cell: 607-437-7301
 ddevantier@sportsfieldspecialties.com

Ship-to Address:
St. Louis Field
 284 Hill Street
 Biddeford ME 04005
 USA

Bill-to Address:
City of Biddeford

Item	Quantity	UoM	Price	Total
TNPPUC Custom Pole to Pole Tension Netting System, Includes Powder Coated Black Steel Poles with Welded Tabs, Cabling, Hardware Per Drawings and Specifications and Black Ultra Cross Knotless Dyneema® Netting with 1-3/4" Square Mesh and a Rope Bound Perimeter Remarks: Field #1 Baseball Backstop: 40'H x 133'L, (4) 45'L Poles, Each With A 5' Embedment, 10", Included Professional Engineered Stamped Foundation Designs - Price Is Contingent Upon Stampability of System, And Any Changes In Required Pole Size Needed To Achieve Disired Height With Stamp Will Be Evaluated Via Change Order.	1	Each	19,815.000	19,815.00
TNPPUC Custom Pole to Pole Tension Netting System, Includes Powder Coated Black Steel Poles with Welded Tabs, Cabling, Hardware Per Drawings and Specifications and Black Ultra Cross Knotless Dyneema® Netting with 1-3/4" Square Mesh and a Rope Bound Perimeter Remarks: Field #1 3rd Baseline Extension: 30'H x 160'L, (4) 34'L Poles, Each With A 4' Embedment, 8", Included Professional Engineered Stamped Foundation Designs - Price Is Contingent Upon Stampability of System, And Any Changes In Required Pole Size Needed To Achieve Disired Height With Stamp Will Be Evaluated Via Change Order.	1	Each	16,420.000	16,420.00
TNPPUC Custom Pole to Pole Tension Netting System, Includes Powder Coated Black Steel Poles with Welded Tabs, Cabling, Hardware Per Drawings and Specifications and Black Ultra Cross Knotless Dyneema® Netting with 1-3/4" Square Mesh and a Rope Bound Perimeter Remarks: Field #1 1st Baseline Extension: 30'H x 94'L, (3) 34'L Poles, Each With A 4' Embedment, 8", Included Professional Engineered Stamped Foundation Designs - Price Is Contingent Upon Stampability of System, And Any Changes In Required Pole Size Needed To Achieve Disired Height With Stamp Will Be Evaluated Via Change Order.	1	Each	10,615.000	10,615.00
TNPPUC Custom Pole to Pole Tension Netting System, Includes Powder Coated Black Steel Poles with Welded Tabs, Cabling, Hardware Per Drawings and Specifications and Black Ultra Cross Knotless Dyneema® Netting with 1-3/4" Square Mesh and a Rope Bound Perimeter Remarks: Field #2 Baseball Backstop: 40'H x 135'L, (4) 45'L Poles, Each With A 5' Embedment, 10", Included Professional Engineered Stamped Foundation Designs - Price Is Contingent Upon Stampability of System, And Any Changes In Required Pole Size Needed To Achieve Disired Height With Stamp Will Be Evaluated Via Change Order.	1	Each	19,920.000	19,920.00

Carry Over: **66,770.00**

Printed By: devantie

Printed On: 9/12/2019
 8:36:04AM

Remit To:
 PO Box 231
 Delhi, NY 13753

Billing Questions:
 Phone: 607-746-8911
 Email: Billing@SportsfieldSpecialties.com



SALES QUOTATION

Document Number
7196

Document Date
09/12/19

Page
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Carry Over: **66,770.00**

Item	Quantity	UoM	Price	Total
INSTALL	1	Each	82,300.000	82,300.00

Installation service(s) per remarks.

Remarks: PROPOSAL ASSUMES:

- Spoils can be dumped somewhere on site.
- Assumes one mobilization
- Assumes clear access to hole locations.
- All Private/Public Utility Lines To Be Marked By END USER
- Appropriate digging conditions. No allowance for rock drilling or shoring
- Does not include bonding, permitting, inspection or other associated fees
- Excavation Areas Are Accessible With Skid-Steer

**** Installation of both backstop netting systems includes a 3'H black chain link fence****

Field #1: 3'H x 133'L

Field #2: 3'H x 135'L

Payment Term	Prepaid	Quotation Subtotal:	\$ 149,070.00
Freight	Shipping Type: Bestway	Freight:	\$1,850.00
Description	Amount	Tax:	\$0.00
Freight(D4)	1,600.00	Total Amount:	\$ 150,920.00
Freight(D4) NC	250.00		

Quotation Valid Until: 11/11/19

Remarks:

attn: CARL WALSH

Quote Created By: Daniel DeVantier

- Customer is responsible for material take-off, quantities and specification compliance and/or equivalency of quoted products.
- All prices listed are in US Dollars
- Delivery is 2-8 Weeks after receipt of purchase order, credit approval, and acceptance of color, material(s) and design.
- All freight is FOB Origin. **Freight rates are estimates provided at the time of quotation and the actual freight charges may be adjusted and will be invoiced at the time of product shipment.** The actual freight rates may differ from the estimates as a result of variable factors, such as the change in product quantity and/or material order, state of the national economy, fuel costs, capacity and/or rate levels at the time of shipment. Split orders will require additional freight charges. Freight quoted does not include additional equipment to unload or unloading services, assembly or installation.
- Applicable State and Local Sales Tax will be added to the final invoice unless a tax exempt or Resale Certificate is provided prior to order shipment.
- Wire transfers, prepayment by check and established credit terms are accepted payment methods. Accepted credit cards are VISA, Mastercard and American Express.
- Pricing assumes any electrical connections and wiring are supplied by others unless otherwise indicated.
- Customer is responsible for approval and associated cost of any applicable local and state codes.
- Due to the ongoing increase of steel and aluminum raw material pricing caused by increased demand, coupled with market instability and uncertainty due to the implementation of international trade tariffs, Sportsfield Specialties, Inc. will no longer be able to guarantee current product pricing after this quotation has expired in sixty (60) days. To avoid a potential product price increase, customers will need to provide Sportsfield Specialties, Inc. with a fully executed purchase order or letter of intent before this quotation expires to guarantee this product pricing. Sportsfield Specialties, Inc. reserves the right to requote product pricing as necessary based on current steel and aluminum raw material pricing once this quotation has expired in sixty (60) days.

Printed By: devantie

Printed On: 9/12/2019
8:36:04AM

Remit To:
PO Box 231
Delhi, NY 13753

Billing Questions:
Phone: 607-746-8911
Email: Billing@SportsfieldSpecialties.com

**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 Foul Pole Containment System Request for Proposed Solution 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 Proposed Solution, 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: Sportsfield Specialties, Inc
Authorized Signature: [Signature]
Date: 8/27/19

Subscribed and sworn to me this 27 day of Aug., 2019.

Notary Public: Michelle Leal Wiltsie

My commission expires: 9/19/2022

MICHELLE LEAL WILTSIE
Notary Public, State of New York
No. 01WI503342
Qualified in Delaware County
Commission Expires Sept. 19, 2022

BID – CONTRACT

PROJECT IDENTIFICATION: St. Louis Field Foul Ball Containment System.

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

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 March 1, 2020.
5. BIDDER agrees to pay Owner two hundred dollars (\$200.00) for each day that expires after the time specified for substantial completion until the work is substantially complete. (See Agreement-Article 3.)

Respectfully submitted,

By:

Name and Title

Savannah Wake, Contract Supervisor

For:

Sportsfield Specialties, Inc.
(Seal if by a Corporation)

Address:

41155 State Hwy 10
Delhi, NY 13753

BIDDER will complete the work for the following prices:

END OF SECTION BID

Google Maps



Imagery ©2019 Google, Imagery ©2019 Maine Geolibrary, Mixer Technologies, U.S. Geological Survey, USDA Farm Service Agency, Map data ©2019 50 ft

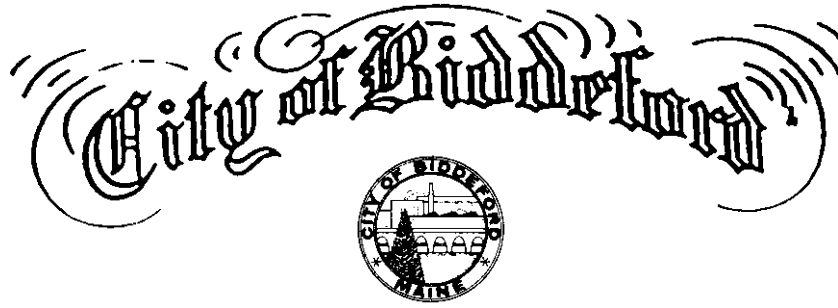
Figure 1

Google Maps



Imagery ©2019 Google, Imagery ©2019 Meino GeoLibrary, Maxar Technologies, U.S. Geological Survey, Map data ©2019 50 ft

Field II



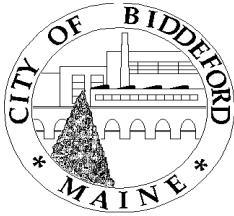
2019.115

IN BOARD OF CITY COUNCIL..OCTOBER 15, 2019

BE IT ORDERED, that the City Council of the City of Biddeford does hereby authorize the award of contract to Sportsfield Specialties, Inc. of Delhi, NY for the purchase and installation of a Foul Ball Containment System at St. Louis Field, in an amount not to exceed \$150,920.00.

Funding for this project is scheduled to come out of account 21202-60977 – Netting for St. Louis Field and account 22002-60912 – St. Louis Field Improvements.

NOTE: The Finance Committee will consider this item at their October 15, 2019 meeting and vote to recommend passage by the City Council.



City of Biddeford, Maine

Public Works Department

371 Hill Street Biddeford, Maine 04005
Phone: (207) 282-1579 Fax: (207) 286-9395

To: Jim Bennett/City MNG
From: Jeff Demers, Director of Public Works/Wastewater Division

As you are aware, we had a major electrical spike at the Water Street Treatment Plant Facility about 2 weeks ago. Since that time, we have been experiencing some odd operational issues with the Air Ration Blowers. Unfortunately, Friday, September 20, at approximately 5:00pm, 1 blower failed and the other will only turn up to 50% speed. These blowers are the heartbeat of the plant. Without them, the plant will become septic within 24 hours, creating a major compliance issue, not to mention some major odors throughout the downtown.

The city's electrician is thinking these issues are connected to the power spike we experienced. We have been in contact with the insurance company, and they know we will be adding this to the prior claim as soon as all the invoices come in.

I am requesting that you approve staff to move forward with an emergency repair of an estimated \$13,724.05 for a new electrical motor and drive for the blower that is not operational. We are now running the plant on the old Hoffman back up blower. Please see the attached quotes. Equipment would be paid from the waste water operations budget 35105-60452 /equipment repair.

I will be available Tuesday night for any questions if needed.

Regards,

Jeff Demers
Director of Public Works/Wastewater



Timken Motor & Crane Services LLC
Stultz Electric
190 Riverside Street, 4A
Portland, ME 04103

QUOTATION

Quote Number: 57610

Quote Date: 9/25/2019

Please reference this quote number on all correspondence

Thank you for your inquiry. We are pleased to offer this quote for your consideration.

To: Biddeford WWTP
City Of Biddeford
371 Hill Street Biddeford, ME 04005
USA

Ship To: Biddeford WWTP
63 Water St.
Biddeford, MAINE 04005
USA

Attn: Alex Buechner
Phone: 207.205.0467
Fax: 207-282-8327
Email: alex.buechner@biddefordmaine.org

Quote Description: 125 HP VFD and motor

Quote Reference: positive displacement blower

PO Reference:

Sales Rep: Nollkamper, Steven
190 Riverside St., Unit 4A
Portland, Maine 04103
USA
Phone: 603-608-7496
Fax:
Email: snollkamper@schulzelectric.com

Inside: Merrill, Paul
190 Riverside St., Unit 4A
Portland, ME 04103
Phone: +1 207 699 2501
Fax:
Email: paul@stultzelectric.com

Credit card orders may be subject to a 3% convenience fee.

Visit us at www.stultzelectric.com

In House Capabilities

- Motor and Generator Repairs In-House
- Full Voltage Testing to 13,800V AC, 1200V DC
- UL Authorized Facility
- Large Machining
- Environmentally Controlled Rewind Department
- Full Load Testing Capabilities
- Gearbox Repair
- Custom Controls & Integration

Switchgear Services

- Full Switchgear Testing Services
- Oil Analysis
- Transformer Turn ratio Testing
- Power Factor Testing
- Circuit Breaker Retrofits

Hydroelectric Services

- On-site Inspection and Servicing
- Complete Mechanical Rebuilds and Electrical Rewinds
- Redesign and Uprate
- Core Lamination Replacement/Repair
- Recondition and Rewedge
- Cryogenic Cleaning

Field Service

- Motor Installation and Removals
- AC and DC Drive Repairs, Installations, and Retrofits
- Laser Alignment Services
- Vibration Trending and Analysis
- Infrared Thermography
- On and Off-Line Motor Testing
- Engineered Solutions and Energy Efficient Upgrades

Applicable Terms & Conditions (see attached - subject to credit approval)

Terms of Payment: Net 30

Freight Payment: Prepay and Add

Shipping Via: Best Way

Quote Validity: 30 Days

TIMKEN
POWER SYSTEMS

Each Timken Power Systems Site Independently ISO 9001 Certified



QUOTATION
Quote Number: 57610
Quote Date: 9/25/2019

Please reference this quote number on all correspondence

<i>Item</i>	<i>Part\Description</i>	<i>Qty</i>	<i>Net Price Each</i>	<i>Extended Price</i>	<i>Shipment / Lead Time</i>
1	Part: CP 57610 Description: 125 HP Toshiba VFD Comments: Toshiba model VFAS3-4900PC rated 125 HP 460v 173 amps heavy duty, NEMA 1	1	8,609.40	8,609.40	1-2 weeks
2	Part: FN 57610 Description: 125 HP motor Comments: Toshiba motor B1251FLG3USH , 125HP, 444TS, 460V, TEFC, 1.15SF, 3600RPM Please review included motor data and drawing to confirm suitability.	1	11,800.00	11,800.00	5 -7 days ARO
Quote Total US Dollars (Excludes Options):				\$20,409.40	

- For parts orders: On your purchase order please include complete nameplate information.
- To avoid delays, please provide tax exempt certification with your purchase order.

**TIMKEN MOTOR & CRANE SERVICES LLC
STANDARD TERMS AND CONDITIONS OF SALE,
SERVICE, REPAIR, PARTS, MODIFICATION, MAINTENANCE, INSPECTION AND TEST**

1. ACCEPTANCE

All orders are subject to acceptance by Timken Motor & Crane Services LLC ("Seller"). Any acceptance by Seller of Buyer's order is expressly made conditional on Buyer's assent to any additional or different terms and Conditions contained herein, and all sales and charges of the products listed herein shall be, in the case of conflict between the terms and conditions of Buyer and Seller, interpreted and governed exclusively by the terms and conditions contained herein. Seller shall not be bound by any terms and conditions proposed by Buyer, whether in its purchase order or otherwise, which are additional to or different from the terms and conditions set forth herein, unless and only if accepted in writing by a principal officer of the Seller or its designated representative.

2. TAXES

The Seller's prices do not include any applicable sales, use, excise, value added or similar taxes; and the amount of any such tax which the Seller may be required to pay or collect will be added to each invoice unless the Buyer has furnished the Seller with a valid tax exemption certificate acceptable to the taxing authorities.

Where a Buyer fails to furnish the required documentation, the previously unpaid sales, use, excise, or similar tax will be billed to the Buyer.

If, upon subsequent sales, use, excise, or similar tax audit, an exemption certificate provided to the Seller by Buyer is, through no fault of the Seller, determined to be invalid, the Seller will attempt to acquire a valid exemption certificate, notarized affidavit of exempt use, or other necessary documentation from Buyer. If Buyer fails to timely furnish a valid exemption certificate, notarized affidavit or other necessary documentation, the previously unpaid sales, use or similar excise tax will be billed to Buyer.

3. TERMS

Progress payments are required for on any order exceeding \$250,000. Payment shall be due thirty (30) days from date of invoice, which shall be the date of shipment or agreed progress payments as applicable. Amounts past due are subject to a service charge of 1 and ½ percent per month (or fraction thereof) or if less, the maximum contract rate permitted by law. If the Seller deems that by reason of the financial condition of the Buyer or otherwise, the continuance of any services or shipment on the terms specified herein is not justified, the Seller may require full or partial payment in advance. The Seller at its option may retain possession of equipment repaired, modified, inspected, tested, maintained or serviced under this agreement until its billings (final or progress) are paid. If such charges are not paid within 90 days following completion of the work and the invoicing to the Buyer, the Seller may upon not less than 7 days written notice by certified mail to the Buyer at the Buyer's last known address sell the equipment at public or private sale and apply the net proceeds to the Seller charge.

Upon Seller's approval in each case, portions of an invoice in dispute may be deducted and the balance remitted with a detailed explanation of the deduction. Such disputed amounts that are later paid are subject to the above interest charges from the original date due.

4. PRICE POLICY

In the event of a standard Seller price increase or decrease, the price of goods in order will be adjusted to reflect such increase or decrease. As it relates to price decreases, this does not apply to shipment held by request of Buyer. Goods already shipped are not subject to price increase or decrease. Orders placed on a bid or contract basis are not subject to this article and the mutually agreed upon terms within the bid or contract will apply. Seller's prices include the costs of standard domestic packing only. Any deviation from this standard packing (domestic or export), including U.S. government sealed packing, will result in extra charges. To determine such charges, consult Seller's sales offices. The minimum order amount is \$20.

5. DELIVERY

Shipping dates given by the Seller are approximate and are based on prompt receipt of information, equipment, or access to the equipment at the customer's premise if work is performed on said premise.

The Seller will use its reasonable efforts to meet the scheduled dates, however, it cannot be held responsible for its failure to do so for causes beyond its reasonable control and in no event shall it be liable for any loss or damage resulting from its failure to deliver the services within the time specified herein.

6. SHIPPING/HANDLING CHARGES

Shipments are F.O.B. shipping point (or Ex Works) and Buyer assumes all risk of loss or damage to goods in transit, but except to the extent of Seller's proven negligence. Buyer's exclusive remedy for shortage, loss or damage in transit shall be a claim against the carrier. Shipping/handling will be prepaid and billed as a separate item on the equipment invoice on the basis of Seller's current shipping/handling policies. Seller assumes no responsibility for tariff classifications on carriers.

7. CHANGES

Buyer may, with the express written consent of the Seller, make changes in the specifications for equipment covered by the contract in such event the contract price and delivery dates shall be equitably adjusted. The Seller shall be entitled to payment for reasonable profit plus costs and expenses incurred by it for work and materials rendered unnecessary as a result of such changes and for work and materials required to effect said changes.

8. CANCELLATION

Undelivered parts of any order may be canceled by the Buyer only with the written approval of the Seller. If the Buyer makes an assignment for the benefit of creditors, if a voluntary or involuntary petition or action in bankruptcy or for reorganization or under any other insolvency law shall be filed by or against the buyer, if the Buyer shall admit its inability to pay its debts, if a trustee receiver or liquidator is appointed for any part of the assets of the Buyer, or if the Buyer fails to make payments to the Seller in accordance with the terms hereof, the Seller may at its option cancel all undelivered parts or any order by written notice to the Buyer.

In the event of any cancellation of this order by either party, the Buyer shall pay the Seller the reasonable cost and expense, including engineering expense and all commitments to its suppliers and subcontractors, incurred by the Seller prior to receipt of notice of such cancellation, plus the Seller's usual rate of profit for similar work.

9. RETURN POLICY

Upon prior written approval in each case, the Seller may accept merchandise returns on items normally stocked by Seller under the following conditions. The Buyer contacts the Seller to obtain an RMA (Return Merchandise Authorization) number prior to returning the product. All returns must be made within 30 days of the date of invoice and be accompanied by the original invoice number and a brief explanation of the reason for the return. Return freight charges must be prepaid. All returned merchandise must be in original unopened packaging and in reasonable condition. Parts returned due to customer error will be charged a 25% restocking charge. Special order items are not returnable. Defective merchandise may be returned within 90 day of the original invoice date.

10. ELECTRONIC DATA INTERCHANGE/FACSIMILE (FAX)

Orders placed hereunder by Buyer may be transmitted electronically or via FAX and in such event, such orders shall be subject to the terms and conditions contained in Seller's Electronic Data Interchange Agreement, in addition to the terms and conditions contained herein.

11. REGULATORY LAWS AND STANDARDS

The Seller makes no promise or representation that its product, services or work will conform to any federal, state or local laws, ordinances, regulations, codes or standards, except as particularly specified and agreed upon for compliance in writing as part of the quotation or contract between Buyer and Seller. The Seller prices do not include the cost of any related inspections or permits or inspection fees.

12. EXPORT CONTROL

Products and associated materials supplied or licensed under this agreement may be subject to various export laws and regulations. It is the responsibility of the exporter to comply with all such laws and regulations.

13. PRODUCT AND SERVICE STANDARD

The standards of OSHA, CMAA Crane Manufacturer's Association of America, NEC National Electrical Code, ASME American Society of Mechanical Engineers, AWS American Welding Society, AISC American Institute of Steel Construction will be used where agreed upon in each case and applicable in the manufacture of the crane and crane units. Products of Seller's design and original manufacture will comply with applicable federal government occupational safety, noise, environmental, health and sanitation standards. As related to Buyer's use of the products, Buyer is solely responsible for compliance of the products in their operation with any state or local laws, codes, rules or regulations, and for all necessary precautions and protections to insure the safety of persons, including when Seller's products are used as a component of a larger installation.

14. WARRANTY

A. WARRANTY PERIOD

All sales, repair, inspection, test, rental service, modification or maintenance sold or serviced by the Seller is warranted to be free from defects of material and workmanship and to conform to any applicable drawings, specifications, or written documents approved by the Seller for a period of time as detailed below, or if different, such other period as included in Seller's quote:

1. Reconditioned components: as agreed to by the parties.

2. Recondition and/or standard motor rewind: one (1) year in service or 18 months from date of shipment, whichever occurs first.

3. New Product Sales: one (1) year in service or 18 months from date of shipment, whichever occurs first.

The above warranties shall be based on such equipment operating with competent supervision under normal load, usage and conditions. Seller's warranty excludes issues that arise from incorrect operation or improper maintenance, or external influences.

B. WARRANTY - REPAIR, MODIFICATION, REBUILD

If within the period specified above, the Seller receives from the Buyer written notice of any alleged defect or non-conformity and if the services provided are found by Seller not to be in conformity with this warranty (the Buyer having provided the Seller reasonable opportunity to perform any appropriate test thereon) the Seller will, at its option, correct such nonconformity or supply a replacement thereof. This warranty shall only apply to parts repaired or replaced by the Seller. No separate warranty shall apply to repaired apparatus as a whole or to parts not repaired or replaced by the Seller. The Seller shall have the right to require the Buyer to deliver any apparatus covered by this warranty to a designated service center and the Buyer shall pay both in-bound and out-bound transportation charges, with Seller accepting only the direct and actual cost of apparatus repair or replacement as provided above.

C. EQUIPMENT, COMPONENT AND PARTS WARRANTY

If any of the equipment or component parts provided by the Seller shall prove defective in material and/or workmanship within the warranty period, Buyer shall immediately thereupon notify the Seller in writing of such defect. Where the defect is found by Seller to be covered hereunder, the Seller shall, at its option, modify, repair, supply a replacement part or refund the purchase price of said item. The Seller shall have the option to have the part returned to it, F.O.B. its factory, or to make such adjustment at the point of installation. The Seller shall invoice for all travel and labor involved. The Seller shall accept no responsibility if such item has been improperly operated or maintained or if Buyer has permitted any unauthorized modifications, adjustments and/or repairs to the part. Parts not manufactured by the Seller shall be covered by the warranty of the manufacturer or supplier thereof.

D. WARRANTY - INSPECTION, TEST, MAINTENANCE, CALIBRATION, CONSULTATION

The Seller warrants that these services will be provided in accordance with accepted industry practice. If any service fails to meet the foregoing warranty, the Seller shall duplicate the service to the same extent and on the same conditions as the original service rendered.

E. REMANUFACTURED EQUIPMENT/COMPONENTS

All equipment components remanufactured by Seller will be warranted for a period of one (1) year from date of shipment. Repair of electronic boards will be warranted for a period of six (6) months from date of shipment.

F. NUCLEAR APPLICATIONS

NOTWITHSTANDING ANYTHING IN THESE TERMS TO THE CONTRARY, BUYER SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS SELLER FROM ANY LIABILITY, COST OR EXPENSE ARISING OUT OF OR RELATING TO NUCLEAR MATERIAL AND CUSTOMER SHALL INCLUDE SELLER AS AN ADDITIONAL INSURED ON ANY POLICIES OF INSURANCE THAT COVER NUCLEAR DAMAGE OR LIABILITY AND SHALL WAIVE AND CAUSE ITS CARRIERS TO WAIVER SUBROGATION AGAINST SELLER UNDER SUCH POLICIES.

G. EXCLUSIVE WARRANTY

THESE WARRANTIES ARE IN LIEU OF AND EXCLUDE ALL OTHER EXPRESS, IMPLIED OR STATUTORY WARRANTIES, INCLUDING WITHOUT LIMITATIONS, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL THE SELLER BE LIABLE FOR SPECIAL OR CONSEQUENTIAL DAMAGES, OR FOR ANY OTHER LOSS, DAMAGE OR EXPENSE OF ANY KIND, INCLUDING LOSS OF PROFITS ARISING IN CONNECTION WITH THIS AGREEMENT OR WITH THE USE OR INABILITY TO USE THE SERVICES FURNISHED UNDER THIS AGREEMENT. THE SELLER DOES NOT WARRANT THE DESIGN OF ANY EQUIPMENT, MATERIAL, COMPONENTS OR SERVICES OF OTHERS.

15. INSURANCE

Seller shall provide such insurance as is reasonable and customary for the work being provided and that is generally consistent with the coverage that Seller has provided to other customers for which it has performed similar work. Seller maintains the option to self-insure. As an alternative to additional insured designation if any, Seller's insurance may contain blanket contractual liability coverage.

16. SUBCONTRACTING

In providing the work, equipment and component parts hereunder, Seller reserves the right to subcontract the same to third parties.

17. PATENT INFRINGEMENT

The Seller shall defend any suit or proceeding brought against the Buyer so far as the same is based on a claim that any apparatus of the Seller's design furnished hereunder or any part thereof, constitutes an infringement of any United States patents, if notified promptly in writing and given authority, information and assistance (at the Seller's expense) for the defense of the same and if such alleged infringement is not the result of a design or other special requirement specified by the Buyer as the result of the application or the use to which such apparatus is put by the Buyer or others. The Seller will pay all covered damages and costs awarded in such suit or proceeding against the Buyer. In case such apparatus or part is in such suit held to infringe any such patent and the use thereof is enjoined, the Seller shall at its expense either, at its option, (a) obtain for the Buyer the right to continue using such apparatus or part, or, (b) replace the same with non-infringing apparatus, or (c) modify the same so that it becomes non-infringing or, (d) remove said apparatus and refund the purchase price and the transportation and installation costs thereof. The foregoing states the entire liability of the Seller to the Buyer for patent infringement.

18. TITLE

All scrap resulting from the work shall be the property of the Seller. The title and right of possession of equipment upgraded and modified under this contract shall remain with the Buyer, subject to any applicable lien rights of the Seller and to its right of sale in the event of non-payment as provided herein.

19. FORCE MAJEURE

Seller shall not be liable for any loss, damage, expense, cost, product failure, cover, non-performance, delay or breach caused or occasioned by acts of God or any governmental authority, labor disputes (including lockouts), unusual weather conditions, fire, flood, accident, unavailability of materials or components, or late delivery thereof, boycott, embargo, insurrection, riot, civil disturbance, war exposure to conditions or processes not specified by Seller, or any other cause which is unavoidable or beyond Seller's reasonable control.

20. DISCLAIMER OF DAMAGES

IN NO EVENT SHALL SELLER BE LIABLE FOR ANY TYPE OF SPECIAL, CONSEQUENTIAL, INCIDENTAL OR PENAL DAMAGES, WHETHER SUCH DAMAGES ARISE OUT OF OR ARE A RESULT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE. Such damages which are disclaimed shall include but not be limited to loss of profits or revenues, loss of use of the equipment or associated equipment, cost of substitute equipment, facilities down time costs, increased construction costs or claims of Buyer's customers or contractors for such damages. Buyer agrees that in the event of a transfer, assignment, or lease of the equipment sold hereunder that Buyer shall secure for the Seller the protection afforded to it in this paragraph.

21. LIMITATION OF LIABILITY

The Seller shall not be liable for any loss, claim, expense or damage caused by, contributed to by or arising out of the acts or omission of Buyer or third parties, whether negligent or otherwise. Seller's liability to Buyer on any claim or cause of action of any kind is contract, tort or otherwise, for any losses, costs, damages, expense, statutory violation, fine or penalty, loss of use, non-performance, exercise of cover or any breach or fault by Seller whatsoever, shall be limited to the purchase price paid by Buyer for the portion of the products or services allocable to the part, component or work out of which the claim arose. Any suit arising hereunder must be commenced within one (1) year from the date the cause of action accrues.

22. DISPUTES

At the sole and exclusive election of Seller, any claim or controversy arising out of or relating to the transaction (s) between Seller and Buyer shall be settled by arbitration administered by the American Arbitration Association ("AAA") and judgment on the award rendered by the arbitrator (s) may be entered by any court or competent jurisdiction. The Arbitrator (s) shall be entitled to award the charges of the arbitrator (s) and the AAA to the prevailing party. Exclusive venue for any arbitration and for any court proceedings shall be as designated by Seller at the time of the action, and Buyer waives any defenses or objections to such venue and consents to such jurisdiction.

23. GOVERNING LAW, LIMITATION PERIOD AND FEES

These Terms and the transaction between Buyer and Seller shall be governed, interpreted and enforced in accordance with the laws of Colorado, without regard to its conflict of laws rules. No claim for breach of contract or warranty shall be asserted by Buyer in any court or arbitration proceeding after one year from the date the cause of action accrues. Seller shall be entitled to recover its reasonable attorneys' fees incurred in connection with collection of all or a portion and/or reasonable additional charges from Buyer.

24. NO RESPONSIBILITY FOR GRATUITOUS INFORMATION OR ASSISTANCE

If Seller provides Buyer with assistance or advice which concerns any products/service supplied hereunder or any system or equipment in which any such part/product/service may be installed and which is not required pursuant hereto, the furnishing of such assistance or advice shall not subject Seller to any liability, whether based in contract, warranty, tort (including negligence) or otherwise.

25. INTERPRETATION

Should any term or provision contained in the contract contravene or be invalid under applicable law, the contract shall not fail by reason thereof but shall be construed in the same manner as if such term or provision had not appeared therein. All transactions covered by these terms and conditions shall be governed by the laws of the state of Delaware. This contract is not assignable by any party hereto provided, however, that Seller may assign this contract to any purchaser of all or substantially all of Seller's business, whether by stock or asset sale, merger or any other similar transaction.

26. NO OTHER REPRESENTATIONS

There are no understandings, agreements, representations or warranties, either written or oral, relative to the goods that are not fully expressed in these Terms, which supersede or cancel any previous understanding or agreement between the parties with respect to the subject matter of the order. Any subsequent representation made by any person, including distributors, dealers, employees and representatives of Seller, which is inconsistent with or adds to these Terms shall not be binding on Seller unless approved in writing by an officer of Seller.

Rev4. 18 May 2018



Keeping Industry in Motion

Quote

MOTION INDUSTRIES INC

111 PINE TREE INDUSTRIAL
PARK, UNIT A
PORTLAND, ME 04102-1446
PHONE : 2078284727
FAX : 2078284728

Date: 09/26/19

Note: Due to recent volatility of raw materials, price and delivery are subject to change based on availability at time of order.

To:

CITY OF BIDDEFORD
PUBLIC WORKS DEPT
371 HILL ST
BIDDEFORD, ME 04005-0586
PO: 125HP
REL: ALEX B.

Quote Number: ME02 - 479375
Customer RFQ: 125HP
FOB: FOB ORG,FRT PP&ADD
Quote Sent By: KEITH
Payment Terms: 1% 10 & 25TH NET 30
Delivery: STOCK UNLESS NOTED

CUST.PICK-UP BRANCH

Description	Manufacturer	Quantity	Unit	Unit Price	Amount
LINE ITEM: 001					
IDBRPM281254 125HP 1000:1 1800 RPM		1	EA	\$8,663.920	\$8,663.92
STOCK IN ARKANSAS					
ITEM NO: 06600478	BALDOR				
DELIVERY DATE:					
- 125HP INVERTER DUTY MOTOR					
- 480 VOLT INPUT					
- TOTALLY ENCLOSED BLOWER COOLED					
- 1800 RPM SYNCHRONOUS SPEED WITH A MAX. SPEED OF 3600					
- 1000:1 SPEED RANGE CAPABILITY ON VFD					
- 156 FLA					
- COMPACT DESIGN					
- TORQUE AT 1781 RPM = 369 FT-LBS - TORQUE AT 3556 RPM = 185 FT-LBS					
- FL2898 FRAME					
- CONDUIT BOX AT 12 O'CLOCK POSITION					
- COMPLETE WITH NORMALLY CLOSED THERMOSTAT					
LINE ITEM: 003					
ACS550-U1-157A-4+K466 125HP DRIVE		1	EA	\$5,060.130	\$5,060.13
ITEM NO: 03728327	ABB DRIVES				

BUYER UNDERSTANDS AND AGREES THAT GOODS PRESENTED TO BUYER PURSUANT TO THIS INVOICE ARE BEING TENDERED CONTINGENT UPON BUYER'S AGREEMENT TO ALL OF MOTION'S TERMS AND CONDITIONS RELATED TO SALES. MOTION'S TERMS AND CONDITIONS ARE AVAILABLE AT THE MOTION BRANCH OR AT WWW.MOTIONINDUSTRIES.COM. BUYER'S ACCEPTANCE OF THE DELIVERY OF THE GOODS SHALL CONFIRM BUYER'S AGREEMENT TO ALL OF MOTION'S TERMS AND CONDITIONS.

Description	Manufacturer	Quantity	Unit	Unit Price	Amount
DELIVERY DATE:					
- 125HP VFD - 480 VOLT INPUT - NEMA 1 ENCLOSURE - RATED FOR 157 FULL LOAD AMPS - COMPLETE WITH ETHERNET IP COMMUNICATIONS CARD					
				SUB TOTAL:	\$13,724.05
				SALES TAX:	\$0.00
				TOTAL: USD	\$13,724.05
Want to view inventory and place orders on-line? MotionIndustries.com can meet your needs. Register On-line at www.MotionIndustries.com .					

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