

City of Biddeford
Finance Committee

July 21, 2020 5:00 PM VIA VIRTUAL ZOOM MEETING

Zoom link: <https://biddeford.zoom.us/j/99065165539>

Zoom password: 559628

Phone Access:

iPhone one-tap :

**US: +16465588656,,99065165539#,,,0#,,559628# or
+13017158592,,99065165539#,,,0#,,559628#**

Telephone:

Dial(for higher quality, dial a number based on your current location):

**US: +1 646 558 8656 or +1 301 715 8592 or +1 312 626 6799 or +1 669 900 9128 or +1
253 215 8782 or +1 346 248 7799**

Webinar ID: 990 6516 5539

Password: 559628

- 1. Call to order**
- 2. Approval of the Minutes**
 - 2.1. June 16, 2020 Finance Committee Minutes
[6-16-2020 Finance Committee Minutes.rtf](#)
- 3. Signing of the expenditure warrant**
 - 3.1. Warrant for June 23, 2020
Warrant for June 30, 2020
Warrant for July 7, 2020
Warrant for July 14, 2020
- 4. Discussion/Approval**
 - 4.1. Authorization/Purchase of Portable Message Boards/Grant Funds
[20200721 Brief - Portable Message Boards](#)
[20200721 Portable Message Boards - Draft ORDER 2020.55](#)
[20200721 Portable Message Boards - RFP and BIDS](#)
 - 4.2. Approval/Citrix Upgrade
[20200721 Citrix Upgrade Agenda Brief](#)
[20200721 Citrix Upgrade - Draft ORDER 2020.56](#)
[20200721 Citrix Upgrade - Systems Engineering Project Quotation](#)
 - 4.3. Approval/3 Lincoln Street Site Development Stormwater Infrastructure
[20200721 Brief - 3 Lincoln Street Stormwater Infrastructure - Finance](#)
[20200721 3 Lincoln Street Stormwater Infrastructure - Draft ORDER 2020.60.](#)
[20200721 3 Lincoln Street - Stormwater Infrastructure Cost Detail](#)
[20200428 Stormwater Permit 3 Lincoln Street](#)
 - 4.4. Approval/St. Louis Field Improvements
[20200721 Brief - St. Louis Field Improvements - Finance](#)

- 20200721 St Louis Field Design Estimates - 06242020
- 20200721 St. Louis Field Aerial View
- 20200721 St. Louis Field Stadium Design
- 20200721 St. Louis Field Stadium Overall Floor Plan
- 20200721 St. Louis Field Stadium Seating Plan
- 20200721 Note from Recreation Commission Chair Joe McKenney
- 4.5. Approval/Carry Forward Funds from FY20 Social Services Budget to FY21
 - 20200721 Brief - Social Services Carry Forward FY20 to FY21 - Finance
 - 20200721 Social Services Carry Forward FY21 to FY22 - Draft Order 2020.58
 - August 2019 Social Services Review Committee Award Memo
- 4.6. Approval/Carry Forward Funds from FY20 to FY21 Budget
 - 20200721 Brief - Carry Forward FY20 to FY21 - Finance
 - 20200721 Carry Forward Items FY20 to FY21 - Draft Order 2020.59
- 5. **Other Business**
- 6. **Adjournment**

City of Biddeford
Finance Committee Meeting Minutes
June 16, 2020

(Due to COVID-19, the meeting was held virtually via ZOOM)

The meeting was called to order at 5:00 p.m. by the Chair, Councilor John McCurry.

Present: Chair, Council President, John McCurry; Mayor Alan Casavant; Councilor Stephen St. Cyr, Councilor Mike Ready, City Manager, James Bennett; Chief Operating Officer, Brian Phinney; City Clerk, Carmen Morris; and Interim Finance Director, Gerry Matherne.

Adjustment to the Agenda

No adjustments to the agenda.

Approval of Minutes of June 2, 2020.

Motion by Councilor Ready to approve the minutes as printed, seconded by Councilor St. Cyr.

Vote: unanimous.

Motion carries 4-0.

Expenditure Warrant: June 9, 2020; June 16, 2020.

The warrants were emailed to the Finance Committee members for their review.

June 9, 2020

Motion by Councilor Ready to approve the Warrant, seconded by Councilor St. Cyr.

Vote: unanimous

Motion carries 4-0.

June 16, 2020

Motion by Councilor Ready to approve the Warrant, seconded by Councilor St. Cyr.

Vote: unanimous

Motion carries 4-0.

Discussion/Approval

Approval/Capital Assets Contract to Provide CDBG-CV Administrative Services

Motion by Councilor Ready to recommend approval of a Contract with Capital Assets for the administration of the IDIS (Integrated Disbursement and Information System) portion of the CDBG Job Retention Program, seconded by Councilor St. Cyr.

Discussion: Councilor Ready had a question on the amount of \$26,000.00 and what it covers. Jim explained it does meet the allowance for this program.

Mathew Eddy, Planning & Development Director presented the item.

Vote: unanimous.
Motion carries 4-0.

Establishment of Revised Fee Structure for PAYT Orange Overflow Bags

Motion by Councilor Ready to recommend approval of the establishment of the revised fee structure for the PAYT Orange Overflow Bags, seconded by Councilor St. Cyr.

Discussion: Councilor St. Cyr is leery of an increase at this time. Councilor McCurry had a question about the breakdown of the cost.

Public Works Director, Jeff Demers explained the increase. Councilor Ready questioned if the discussion should be with Casella first before the increase. Jim explained the increase of the bags and what the actual cost is.

Vote: unanimous.
Motion carries 4-0.

Amendment/Ch. 58, Solid Waste/Sec. 58.1-Definition; and Sec. 58-35-Portable Receptacles/Add Alternative Designated Solid Waste Container

Motion by Councilor St. Cyr to recommend approval of an amendment to the Code of Ordinances, Ch. 58-Solid Waste to add Alternative Designated Solid Waste Containers, seconded by Mayor Casavant.

Vote: 3-1: Councilor Ready opposed.
In favor: Mayor Casavant, Councilor McCurry and Councilor St. Cyr.
Motion carries 3-1.

Other Business

Councilor McCurry noted a DEP letter they received this week and is disappointed in the report on the Water Street Wastewater Treatment Plant. He doesn't think the DEP weighed in appropriately for what we took out of the system. A catch basin may not be the best option to get out the most flow and that's where he thinks the DEP is missing the point.

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

Vote: unanimous.
Motion carried 4-0.
Adjourned at 5:27 p.m.



Finance Committee

Meeting Date: July 21, 2020

Meeting Time: 5:00 p.m.

Agenda Item No: 4.1

Item Description: Authorization/Purchase of Portable Message Boards/Grant Funds

Submitted by: Roger P. Beaupre, Chief of Police

Supporting Information/Documentation:

RFP along with bid submittals attached

Key Terms:

N/A

Executive Summary:

On May 22, 2020 BPF was awarded a COVID Grant in the amount of \$96,714 from the Bureau of Justice Assistance. Prior to expending any of this money, a project description and justification for each item requested to be purchased had to be submitted and approved by BJA prior to the expenditure of any funds. Based on our project description, we were approved and authorized to purchase (with 100% funding) four (4) portable message boards for use throughout the city, at our estimated purchase price of \$70,000. A RFP was drafted and posted in accordance with the requirements set forth within the Code of Ordinances. Sealed bids were received and opened at 10:00 a.m. on July 14, 2020.

Detailed Review:

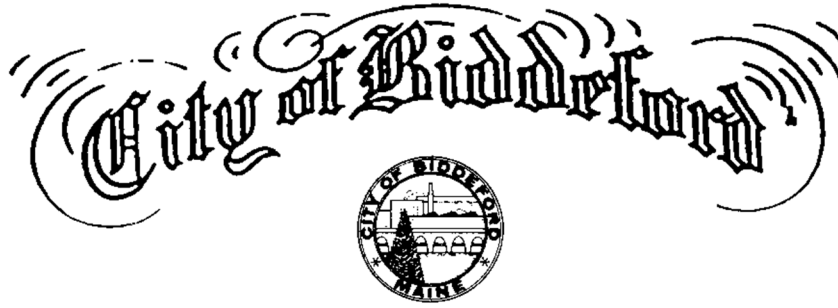
Since this is a COVID related Grant, we justified our request based on the need to alert the public on some COVID related issues, e.g., beaches closed, traffic detour because of closures, etc. These signs will be used for such things as traffic advisories, or whatever other appropriate message we need to convey to the motoring public, which could include advisories of a parking ban. The messages and uses is only limited by our imagination.

Funding Source:

Bureau of Justice Administration Grant

Staff Recommendation:

Based on the bids received, I am recommending award to K & K Systems for the purchase of four (4) portable message boards in the amount of \$61,983.48. K & K is the low bidder, and an existing vendor.



2020.55

IN BOARD OF CITY COUNCIL...JULY 21, 2020

BE IT ORDERED, that the City Council of the City of Biddeford does hereby approve and authorize the purchase of four (4) portable message boards from K & K Systems. The estimated purchase price is \$70,000 and the funding will come from the *Bureau of Justice Administration Grant*.

NOTE 1: There is no cost to the City for this purchase.

REQUEST FOR PROPOSALS PORTABLE CHANGEABLE MESSAGE SIGNS

The City of Biddeford Police Department is soliciting sealed bids for the purchase and delivery of four (4) Portable Changeable Message Signs

Information and specifications are available on the city's website at
www.biddefordmaine.org/rfp.

Sealed bids must be received at the Chief's Office, 39 Alfred Street, Biddeford, Maine 04005, not later than 10:00 a.m. on July 14, 2020

SPECIFICATIONS:

The requirements and provisions set forth below, shall be construed to be the minimum requirements of these features and specifications.

All signs shall be LED, full matrix type capable of both static and dynamic graphics and full display sized messages.

Full Matrix Size: 28 Rows x 50 Columns, Two (2) LEDs per Pixel, LED Angularity of 30°.

Full display sized messages with a minimum of 3 lines message display with a choice of 9 separate font sizes.

Character size of 13" to 53" with up to 12 characters per line.

Speed-variable of .10 second increments

LED's shall be ITE amber in color on a flat black background.

All LED displays and control circuitry shall be operational when external temperatures range from -22° F to 165° F.

The sign face shall be constructed that if an individual panel fails or is disconnected, all other panels shall continue to display the message. The sign face shall be so constructed that if an individual pixel fails all other pixels will continue to display the message.

Primary power source shall be solar powered with battery recharging back-up (4 batteries).

Signs shall have the capability to charge the battery bank from a 110 VAC power source within a 48 to 72 hour time period. The signs shall also be equipped to accept power from a 110 VAC utility power source. All terminals shall be clearly marked.

Vehicle Data Logging Capability

The Central Processing Unit shall consist of a single printed circuit board which shall contain all of the sign message memory as well as the sign operating software.

The Central Processing Unit should have sufficient capacity to store 200 manufacturer-selected, pre-stored messages and up to 100 user-created messages, 150 graphical and animation, and 250 message sequences.

Message memory shall be retained during power interruptions or failures, and the Central Processing

For off-site operation, users shall be able to communicate with the sign via a remote wireless access (CDMA / IxRTT / GSM / GPRS)

Sign Operating Software:

Signs shall operate through a menu driven system which allows the user to input commands using standard keystrokes to generate messages, message pages, review diagnostics, and generate operation schedules. The sign operating system shall perform the minimum items:

- Password Protected:
- NTCIP Compliant
- Sign Diagnostics
- Battery Voltage
- Charging Voltage
- Component Failure Status
- Adjust Brightness Levels
- Message Scheduling

Graphics capability shall be available from the keyboard and shall include full sized chevrons, dynamic moving arrows (left and right), small directional arrows, and 26 symbol messages from Part VI of the MUTCD.

All displays shall have a hydraulic lift mechanism that includes a fully functioning manual lifting and lowering relief mechanism as a backup.

General requirements:

The portable system shall include four (4) leveling jacks as part of the system.

Message board signs shall have the ability to rotate and lock into various viewing angles.

Shall be legible at least 800' away day or night.

The trailer body frame, fenders, control and battery boxes shall be constructed of metal. The trailer welding shall be in accordance with American Welding Society standards.

The trailer shall have a lockable, weatherproof control cabinet housing the keyboard terminal, control panel, and a lockable battery box.

Dimensions below convey the desired size of the Portable Changeable Message Sign requested:

- Height (Raised): 131" to 165"
- Height (Storage): 91" to 108"
- Length (Tongue): 104" to 160"
- Length (w/o Tongue): 81" to 138"
- Sign Case Width: 120"

- **Sign Case Height: 60"**

4. WARRANTY: New units delivered should be covered by the manufacturer's standard warranty for a minimum of three (3) years, which includes on-site repair (parts, labor and travel) during the first, at no expense to the City of Biddeford.

OWNER'S MANUAL: Contractor shall supply Operator's Manuals and Technical Service Manuals for each Portable Changeable Message Sign.

The City of Biddeford reserves the right to reject any and all bids.

	K & K Systems	Kustom Signals, Inc	Stalker
Quantity	4	4	4
Each	\$15,495.87	\$14,995	15,999
Shipping		\$3,900	\$2,900
Total	\$61,983.48	\$65,580	\$66,869
LED	Yes	Yes	Yes
Matrix Size (28x50)	Full Matrix (27x48)	Full Matrix (28x50)	Full Matrix
(2) LED's / Pixel	(4) / pixel	(2) / pixel	(4) / pixel
30-degree Angularity	Yes	Yes	Yes
Char Size: 7" to 30"	18"	7" to 30"	12" / 18"
Up to 12 Char / Line	3 lines up to 8 char/line	Yes	Up to (4) lines
Speed .10 sec increments		Yes	
ITE amber LED on flat background	Agilent amber 592NM	590 nm ITE Amber/Yellow	Amber LED characters
External Temp Range -22 F to 165 F			
Pixel failure	Yes		
Solar Power	Yes	Yes	Yes
Recharging battery backup (4 batteries)	(6) 100 amp 12-volt batteries	(2) 6-VDC batteries	Deep Cycle batteries
Charge from 110 VAC w/in 48 - 72 hrs			
CPU Storage	Yes	Yes	Yes
200 Manufacture-Selected	260	230	270
100 User-Selected	100	200	100
150 Graphical/Animation		150	60 graphic, 20 arrow board
250 Message sequences		250	
Memory failures			
Wireless remote access	Yes	Possibly	Yes (4G remote access)
Sign Operating Software:	Yes	Yes	Yes
Password Protected	Yes		
NTCIP Compliant		Yes	Yes
Sign Diagnostics			
Battery Voltage	12-volt (x6)	6-VDC	6-volt
Charging Voltage			
Component Failure Status			
Adjust Brightness Levels	Yes		
Message Scheduling			
Hydraulic Lift	Yes	Yes	Yes (electric lift)
Manual Lifting/Lowering as backup	Yes		Yes
(4) leveling jacks	Yes	Yes	Yes
Rotate/Lock in Various Positions/Angles	N/A	Yes	Yes
Sight distance up to 800' day or night	up to 4800'	up to 1300'	850' sight distance
Metal trailer(s)	Yes	Yes	Yes
AWS welding compliant			
Trailer w/ lock/weatherproof cabinet	Yes	Yes	Yes
Dimensions:			
Weight			850 lbs
Height (Raised): 131" (10.91') to 165" (13.75')	167" (13.91')	131" (10.91')	134" (11.16')
Height (Storage): 91" (7.5') to 108" (9')	112.5" (9.37')	91" (7.5')	102" (8.5')
Length (Tongue): 104" (8.6') to 160" (13.3')	120" (10') to 172" (14.33')	82.4" (6.86') to 104.4" (8.7')	107" (8.9')
Sign Case Width: 120" (10')	142" (11.83')	96" (8')	96" (8')
Sign Case Height: 60" (5')	81" (6.75')	48.4" (4')	48" (4')
Warranty: min (3) years	3 yr	3 yrs	5 yrs
Within KNOWN Specifications:	No	No	No

	WorkSafe (PRO G3)	WorkSafe (PCMS 320)	K5 Corporation
Quantity	4	4	4
Each			\$18,750
Shipping			
Total	\$71,500	\$74,600	\$75,000
LED	Yes	Yes	
Matrix Size (28x50)	28x48	30x48	
(2) LED's / Pixel	(4) / pixel	(4) / pixel	
30-degree Angularity			
Char Size: 7" to 30"	18"	13.5"	
Up to 12 Char / Line	3 lines up to 8 char/line	3 lines up to 11 char/line	
Speed .10 sec increments			
ITE amber LED on flat background			
External Temp Range -22 F to 165 F			
Pixel failure			
Solar Power	Yes	Yes	
Recharging battery backup (4 batteries)			
Charge from 110 VAC w/in 48 - 72 hrs			
CPU Storage	Yes (unknown specifics)	Yes (unknown specifics)	
200 Manufacture-Selected			
100 User-Selected			
150 Graphical/Animation			
250 Message sequences			
Memory failures			
Wireless remote access			
Sign Operating Software:	Yes	Yes	
Password Protected			
NTCIP Compliant	Yes	Yes	
Sign Diagnostics			
Battery Voltage			
Charging Voltage			
Component Failure Status			
Adjust Brightness Levels			
Message Scheduling			
Hydraulic Lift	Yes	Yes	
Manual Lifting/Lowering as backup			
(4) leveling jacks	Yes	Yes	
Rotate/Lock in Various Positions/Angles	Yes	Yes	
Sight distance up to 800' day or night	N/A	N/A	
Metal trailer(s)	Yes	Yes	
AWS welding compliant			
Trailer w/ lock/weatherproof cabinet	Yes	Yes	
Dimensions:			
Weight	1740 lbs	2070 lbs	
Height (Raised): 131" (10.91') to 165" (13.75')	165" (13.75')	183" (15.25')	
Height (Storage): 91" (7.5') to 108" (9')	106" (8.8')	107" (8.9')	
Length (Tongue): 104" (8.6') to 160" (13.3')	183" (15.25')	150" (12.5')	
Sign Case Width: 120" (10')	132" (11')	101" (8.41')	
Sign Case Height: 60" (5')	75" (6.25')	63" (5.25')	
Warranty: min (3) years	1-2 yrs	1-2 yrs	
Within KNOWN Specifications:	No	No	Yes (according to the representative)

	White Sign TCP	AMSIG	All Traffic Solutions
Quantity	4	4	4
Each	\$18,895		
Shipping			
Total	\$75,580	\$79,060	\$99,960
LED	Yes	Yes	Yes
Matrix Size (28x50)	Full Matrix (27x48)	Full Matrix (28x50)	Full Matrix (48/30)
(2) LED's / Pixel		(4) / pixel	
30-degree Angularity		Yes	
Char Size: 7" to 30"	12.6"	13" to 53"	11"
Up to 12 Char / Line	3 lines up to 8 char/line	Yes	3 lines up to 10 char/line
Speed .10 sec increments		Yes	
ITE amber LED on flat background		590 nm ITE Amber/Yellow	
External Temp Range -22 F to 165 F		Yes	
Pixel failure		Yes	
Solar Power	Yes	Yes	Yes
Recharging battery backup (4 batteries)	Yes (unknown specifics)	Yes (unknown specifics)	Yes (unknown specifics)
Charge from 110 VAC w/in 48 - 72 hrs		Yes	
CPU Storage	Yes (unknown specifics)	Yes	
200 Manufacture-Selected		230	
100 User-Selected		200	
150 Graphical/Animation		150	
250 Message sequences		250	
Memory failures			
Wireless remote access		Yes	Yes
Sign Operating Software:	Yes	Yes	Yes
Password Protected	Yes	Yes	Yes
NTCIP Compliant	Yes	Yes	
Sign Diagnostics			
Battery Voltage		6-VDC	
Charging Voltage			
Component Failure Status			
Adjust Brightness Levels			
Message Scheduling			
Hydraulic Lift	Yes	Yes	
Manual Lifting/Lowering as backup	Yes	Yes	
(4) leveling jacks	Yes	Yes	
Rotate/Lock in Various Positions/Angles	Yes	Yes	
Sight distance up to 800' day or night	N/A	>1200'	
Metal trailer(s)	Yes	Yes	
AWS welding compliant			
Trailer w/ lock/weatherproof cabinet	Yes	Yes	Yes
Dimensions:			
Weight	1580 lbs		1400 lbs
Height (Raised): 131" (10.91') to 165" (13.75')	142" (11.8')	163.5" (13.62')	134" (11.16')
Height (Storage): 91" (7.5') to 108" (9')	103" (8.58')	107.5" (8.9')	92" (7.6')
Length (Tongue): 104" (8.6') to 160" (13.3')		159" (13.25')	68" (5.6')
Sign Case Width: 120" (10')	96" (8')	137.5" (11.45')	71" (5.91')
Sign Case Height: 60" (5')	55" (4.5')	79.5" (6.6')	48" (4')
Warranty: min (3) years	5 yrs	5 yrs	3 yr
Within KNOWN Specifications:	No	Yes	No

K&K Systems

Systems

QUOTATION

687 Palmetto Road
Tupelo, MS 38801
www.k-ksystems.com

email: ali@k-ksystems.com
Phone: 662-568-2025
Fax: 662-568-7123 TollFree: 888-414-3003

Quotation #: **Q200714AB-ME-CITYOFBIDDEFORDPD**
Quotation Date: **7/14/2020**
Customer Type: **Your Cost**

Customer Contact: **CHIEF'S OFFICE**
Quote Valid: **45 days**
Prepared by: **Ali Bingham**

Bill To: Name: Chief's Office Company Name: City of Biddeford Police Department Street Address: 39 Alfred Street Address 2: City, ST ZIP Code Biddeford, ME 04005 Tel: Cell: Fax: email:	Ship To: (Must be filled out Completely) Name: Chief's Office Company Name: City of Biddeford Police Department Street Address: 39 Alfred Street City, ST ZIP Code Biddeford, ME 04005 Tel and/or Cell: Days open to Deliver: Hours to Deliver: Is Forklift Available: email:
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Product

Model #
MB14281

Description

Solar Powered, Portable Changeable Message Sign. Capable of three lines of alphanumeric 18" high text and graphics/animations, all LED display, self contained on board computer, multiple alphanumeric fonts, powder coat paint system. Display is 142" x 81", with hydraulic style trailer. Supports 100 plus predefined messages (text and graphics) and supports user customizable messages. System comes standard with six (6) 100 amp 12-volt batteries (totaling 600 12V amps) and 140 watts of solar.

Base Price
\$14,895.87

Packaging

K&K Delivers

Options and Accessories - PER UNIT

QTY per Unit		Description	Price Each	Price per Unit
1	RADAR	Radar for Vehicles. Speed range: 5-99 mph. Also can be set for KPH	INCLUDED	INCLUDED
1	TSTAT	Traffic statistics package. Able to download traffic stats through radar. Downloadable to a user provided laptop. (Includes software and cable (Not ER10))	INCLUDED	INCLUDED
1	CROSSTALK-M-10	Messenger - Cellular 4G/LTE + 900MHz wireless + GPS. Must have service contract. NEMA TS-2 and FCC approved. Requires AntennaKit-1 and AntennaKit-4.	INCLUDED	INCLUDED
1	AntennaKit-1	Antenna for 900MHz radio (SH-MPANTENNA6) - Includes cable (CW-900-Cable-10).	INCLUDED	INCLUDED
1	AntennaKit-2	Antenna for cell modem (SH-SMAANTENNA) - Includes cable (CW-Cell-Cable-12)	INCLUDED	INCLUDED
1	REM-SER-1	Remote service plan - 1 year	\$800.00	\$800.00
1	QTS	On-Board Tablet for On-Site Programming	INCLUDED	INCLUDED

Special Notes:

3 YEAR WARRANTY

Terms of Purchase

FOB: Tupelo, MS 38801
Delivery (weeks): 4-6 Weeks
Warranty: 1 year limited warranty, Factory Depot

Per System Total: **\$15,495.87**
Total QTY of Systems: 4 **\$61,983.48**
Total Shipping Costs: **INCLUDED**
Taxes: 7.00%
GRAND TOTAL: **\$61,983.48**

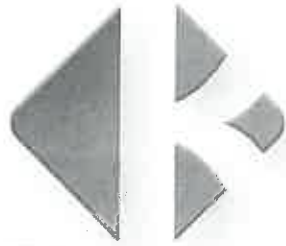
Sales Person Signature:

Work Order#

Sales Manager Signature: Timothy Keith

Client PO#

Please note: The above specifications and quotation does not include shipping, permits, or taxes unless otherwise stated. The freight charge is an approximate estimate for your reference; the actual charge may vary. There will be an additional 3% charge on all credit card orders unless otherwise stated. *Lead-time committed is based on the date Purchase Order is received by K&K Systems and deposit made and/or credit approved. Lead time is not based on the date quoted.



K&K Systems, Inc.
Traffic Safety Products Manufacturer

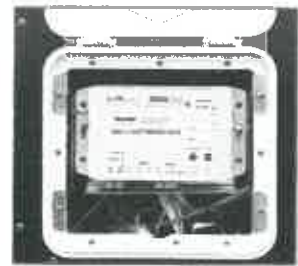
WIRELESS CHANGABLE MESSAGE BOARD

MODEL # MB14281

Our Full Matrix Message Board now has wireless messaging functionality from virtually anywhere using K&K Systems' proprietary communication system, the CrossTalk® Message Controller. Using the CrossTalk user-friendly web-based software you can program three lines of 18" high alphanumeric text and MUTCD graphics. Choose from predefined messages and graphics/animations or create a custom message to display on this all LED board.

FEATURES

- ▶ Global Wireless Operation
- ▶ Maintenance Free Batteries
- ▶ Long Lasting Battery Life
- ▶ Sealed Battery Box
- ▶ Single 140 Watt Solar Panel
- ▶ Meets MUTCD standards
- ▶ Auto Dimming
- ▶ Super Bright LED Technology
- ▶ 360° of Rotation
- ▶ Durable Powder Coat Paint
- ▶ (4) Adjustable Corner Jacks and (1) Tongue Jack
- ▶ Sleek Frame Design

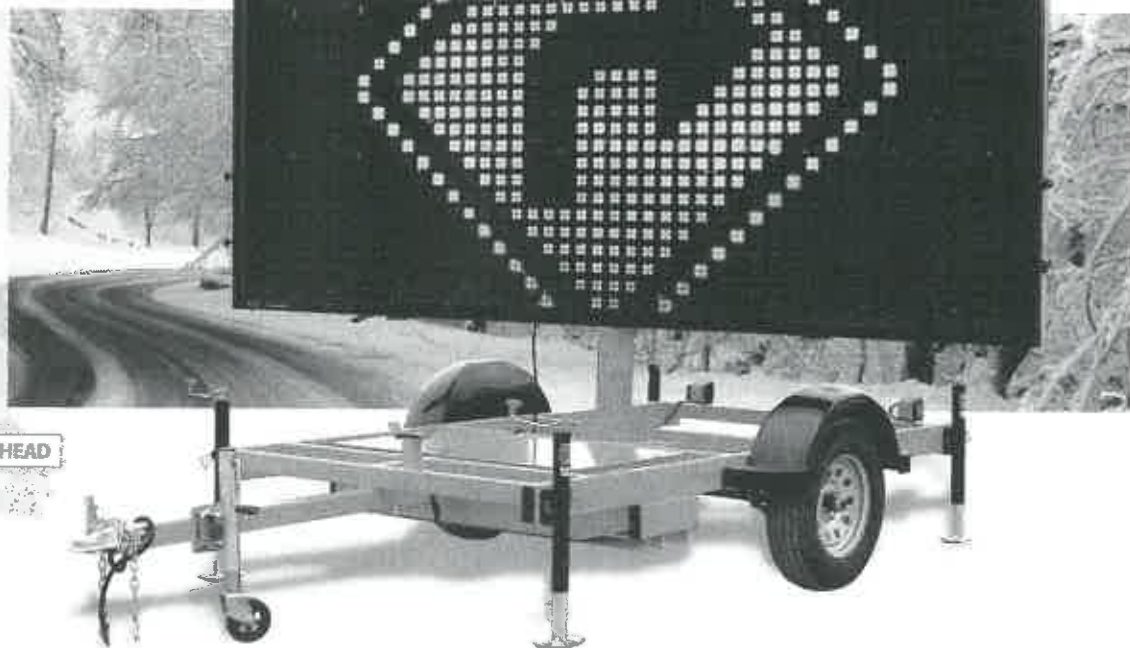


K&K's proprietary communication system, the CrossTalk® provides wireless functionality globally.



WIRELESS PROGRAMMING

With K&K Systems' web-based technology, easily change messages remotely from anywhere with internet access. Compatible with Android and IOS devices.



MODEL #MB14281

WIRELESS MESSAGE BOARD TRAILER MOUNT SERIES

TRAILER

Width: 82" fender to fender
Length with tongue: 172"
Length without tongue: 120"
Transport Height: 112.5"
Operating Height: 167"
Salt Spray: 1,000 hours
Paint: Powder Coat
Main frame: 2"x5"x 1/8"
Front/Rear Cross members: 2"x3"x 1/8"
Wheels: 15"
Axle: 3500 lbs double leaf spring
Fenders: High-density polyethylene
Jacks: (4) adjustable corner jacks & tongue jack with wheel
Tongue and Safety Chains: 2" ball hitch; 1/4" safety chains with hooks

SIGN DISPLAY

Pixel Matrix: 27x48 Pixel Arrangement
LED Module: Each is 6x9 matrix
LED's Per Pixel: 4
LED Type: Agilent amber 592NM
Viewing Angle: 30 degrees
Visibility: Up to 1 mile
Hours: 100,000 hour LED
Lines: Displays 3 lines of text and graphics
Characters per line: 8 characters
Character Height: 18"
**If one module fails, remainder of board is unaffected*

DISPLAY ENCLOSURE

Construction: Extruded Aluminum 6063 alloy
Length: 142"
Width: 81"
Depth: 6"
Paint: Powder coat paint
Salt Spray: 1000 hours
UV Resistant: 500 hours
Seal: Weather resistant
Venting: Vented top and bottom
Front face: 1/8" Lexan UV matte finish
Raising and lowering of display: Electro-hydraulic
Secondary raise and lowering: Manual hand pump

POWER AND CHARGING

Batteries: (4) 12 volt batteries for combined 400 amps
Battery Charger: 12 volt, 1000 watt, 60 amp
Recharge: 24 hours
Onboard diagnostics to monitor: Solar, battery, and load
Solar: (1) 140 watt solar panel
Regulator: Low voltage & high voltage disconnects built into CrossTalk

CONTROLLER

Wireless Device: CrossTalk Controller
Online Programming: Yes
Controller Display: Any internet connected device
(computer, tablet, smartphone)
Data Entry: Web-based software
***Auto Resume* after power failure*

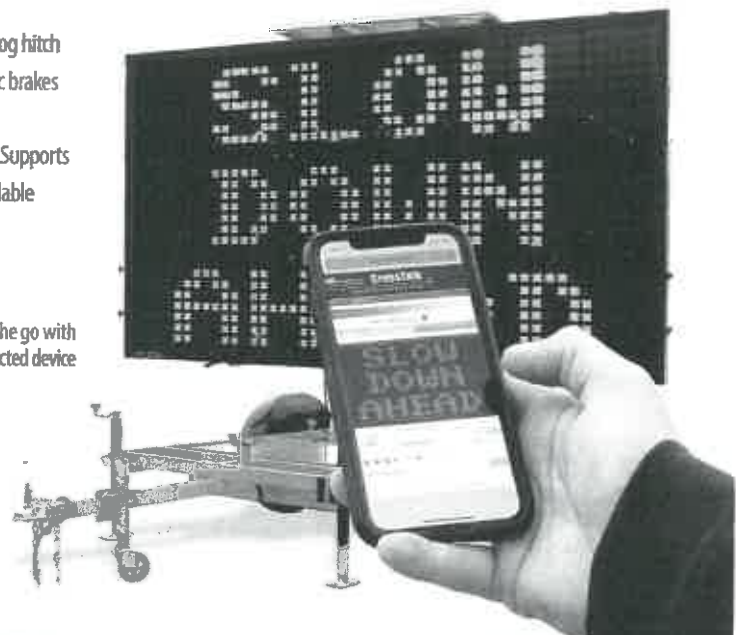
SOFTWARE

Website: www.kkCrossTalk.com
Preset Messages: 121 messages and MUTCD arrows
User Custom Messages: Yes
Message Timing: Variable from .5 - 30 seconds
Protection: Password
Memory: Non-volatile

OPTIONS

- ▶ Locking lug nuts
- ▶ Radar
- ▶ Pintle ring or bulldog hitch
- ▶ Electric or hydraulic brakes
- ▶ Custom Paint
- ▶ Outrigger Stability Supports
- ▶ Other Options available

Program messages on the go with
any internet connected device



K & K SYSTEMS, INC.

687 Palmetto Road, Tupelo, MS 38801

662-566-2025 Phone 662-566-7123 Fax 1-888-414-3003 Toll Free

www.k-ksystems.com info@k-ksystems.com

MANUFACTURER'S WARRANTY

1. The manufacturer warrants that all products manufactured by K & K Systems, Inc. will be free from defects in material and workmanship for a period of three (3) years from date of shipment, subject to the conditions and restrictions contained herein.
2. This warranty does not apply to a product that has not been installed or maintained in accordance with the manufacturer's instructions, has been subjected to damage in an accident, abused or neglected during operation, repaired or modified by persons other than manufacturer, its employees or authorized agents, or failed to have normal maintenance.
3. The buyer expressly agrees that the buyer's sole remedy and the manufacturer's sole responsibility, in respect to a warranty claim, is exclusively limited to repair or replacement at the manufacturer's option, of product or a portion thereof found by the manufacturer to be defective. The manufacturer is not responsible for labor or other expended charges by buyer including transportation charges, and shall not be liable for any incidental or consequential damages connected with repair of a product deemed to be defective or with installation or replacement of repaired product. Further, the manufacturer disclaims any liability for any incidental or consequential damages, including lost or duplicated time or expense accruing for any reason, to the owner or user of any products sold by the manufacturer, whether claim is made in contract or in tort or under any theory of warranty, negligence or otherwise.
4. The manufacturer reserves the right to make changes in its products from time to time, without incurring any obligation to incorporate such improvements in any products previously sold or in service.
5. The terms and conditions of the warranty cannot be altered without the written consent of the manufacturer.
6. The foregoing warranty is exclusive and in lieu of all other express, statutory and implied warranties **INCLUDING THOSE OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE.** There are no warranties which extend beyond the language in the previous six (6) paragraphs.

If you have any further questions, please feel free to call us at our toll-free number of 888-414-3003, email info@k-ksystems.com or you might want to look us up on the Internet at www.k-ksystems.com.



9652 Loiret Blvd.
Lenexa, KS 66219
800.458.7866

Contact: Carl Jones & Judy Beiriger
cjones@kustomsignals.com
jbeiriger@kustomsignals.com

Due: Tuesday, July 14, 2020 at 10:00AM

Request for Proposals Portable Changeable Message Signs





9652 Loiret Blvd TEL: 800.458.7866
Lenexa, KS 66219-2406 913.492.1400
www.KustomSignals.com FAX: 913.492.1703

July 9, 2020

Biddeford Police Department
Chief Beaupre
39 Alfred Street
Biddeford, Maine 04005

SUBJECT: Request For Proposals Portable Changeable Message Signs
DUE DATE: Tuesday, July 14, 2020 at 10:00AM

Dear Chief Beaupre:

Kustom Signals, Inc. has been serving the needs of law enforcement agencies for more than 50 years. We appreciate the opportunity and look forward to working with the Biddeford Police Department. Kustom Signals is offering our state-of-the-art SMART VMS Model 1, which will add significant value to your law enforcement program and enhance traffic safety, officer safety, and public safety.

We strive to be the worldwide leader in speed enforcement, the most trusted provider of video evidence solutions and the recognized leader in customer satisfaction. Our history of innovation, commitment to quality, customer loyalty, and focus on service has forged Kustom Signals' identity, and as a direct result we are serving our third generation of officers. We are dedicated to working hard for our customers and are positioned to meet the requirements in the enclosed proposal. Supporting a spirit of cooperation to guarantee your needs are met earns not only your business, but more importantly, your trust.

Kustom Signals is offering the SMART VMS I with a 3-year extended warranty with no pro-rata deductions or charges for parts. We must disclose that the VMS I is a 48" x 96" LED, full matrix display. It comes with 2x 6VDC batteries, AC charger, electro-hydraulic mast, screw jacks and white paint. Product information has been attached as well as our quote.

Our highly qualified team, consisting of Regional Sales Manager Carl Jones and Account Manager Judy Beiriger, is available to answer questions. Please feel free to contact Carl at 913-209-0658 and/or Judy at 1-800-458-7866 extension 3010.

Kustom Signals is well known as an established leader in the law enforcement community and we look forward to sharing our industry experience and robust product offerings with the Biddeford Police Department.

Sincerely,

Chris Abel, President

cc: Carl Jones, Regional Sales Manager
Judy Beiriger, Account Manager

Your Trusted Partner in Law Enforcement



KUSTOM SIGNALS, INC.

9382 Loiret Blvd, Lenexa, KS 66219-2403
913-452-1400 Fax 913-452-1703
sales@kustomsignals.com www.kustomsignals.com

Quotation

Page 1 of 2

Date 07/08/2020

To...

BIDDEFORD POLICE DEPT

39 ALFRED ST

BIDDEFORD ME 04005-2582

Quote # -189962816039NG
Terms Per Approved Terms
This Quote Expires on 10/06/2020
Phone 207-282-5127
Fax 207-282-9879

Qty	Product Description	UnitPrice	SubTotal
4	SMART VMS Model I - LED Display Panel h x w (48" x 96") 2 LEDs/pixel	\$14,995.00	\$59,980.00
4	Traffic Data Recording System w/ flash card. NOTE: Traffic Stats not accessible remotely with 4G modem	\$425.00	\$1,700.00
1	Van lines shipping to a loading dock	\$3,900.00	\$3,900.00
4	Extended Warranty, Year 2 Included		\$0.00
4	Extended Warranty, Year 3 Included		\$0.00

Total **\$65,580.00**

Signature

May Beriger

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



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

KUSTOM SIGNALS, INC.
TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

SMART® VMS I

Variable Message Sign Trailer



Speed Monitoring Awareness Radar Trailer (SMART) with 4' x 8' Variable Message Sign (VMS).

Highly Visible

- All LED, full Matrix 28 rows x 50 columns
- Radar feedback programmable messages
- 1, 2, 3, or 4-line messages
- Graphics and animations
- 7" to 30" characters
- Up to 12 characters per line
- 11 font sizes
- NTCIP compliant
- Viewable up to 1,300 feet

Key Features

- Kustom low power K-band RADAR
- Hydraulic sign lift
- Up to 18 days run time with 2 deep cycle batteries
- Extend run time with additional batteries & solar
- 4x 2-ton screw levelling jacks
- Removable tongue and removable 2" ball hitch



Options

- Standard & AimStar® adjustable solar panels*
- Wi-Fi modem & 4G modem with GPS
- Auxiliary equipment pedestal (ALPR camera ready)
- Additional deep cycle batteries
- Vehicle yoke mount (no trailer)
- Custom paint
- Anti-corrosion enriched paint
- Aluminum wheels
- Spare Tire
- Tamper alarm
- Wheel Lock
- Traffic Data Recording System
- Tongue mounted jack with 6" swivel wheel
- Low power wireless hand-held terminal

* AimStar is an American Signal Company registered trademark



ALPR camera ready (shown on VMS II/HT)

Changeable message display

NTCIP compliant

Improve community relations

Kustom Signals Inc. 9652 Loiret Boulevard, Lenexa, KS, 66219, USA.

www.KustomSignals.com

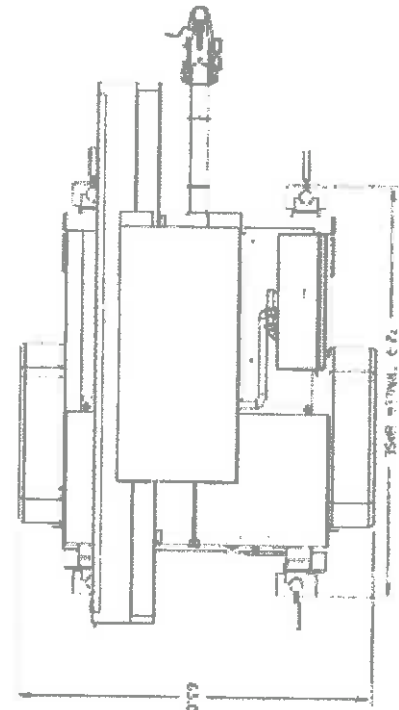
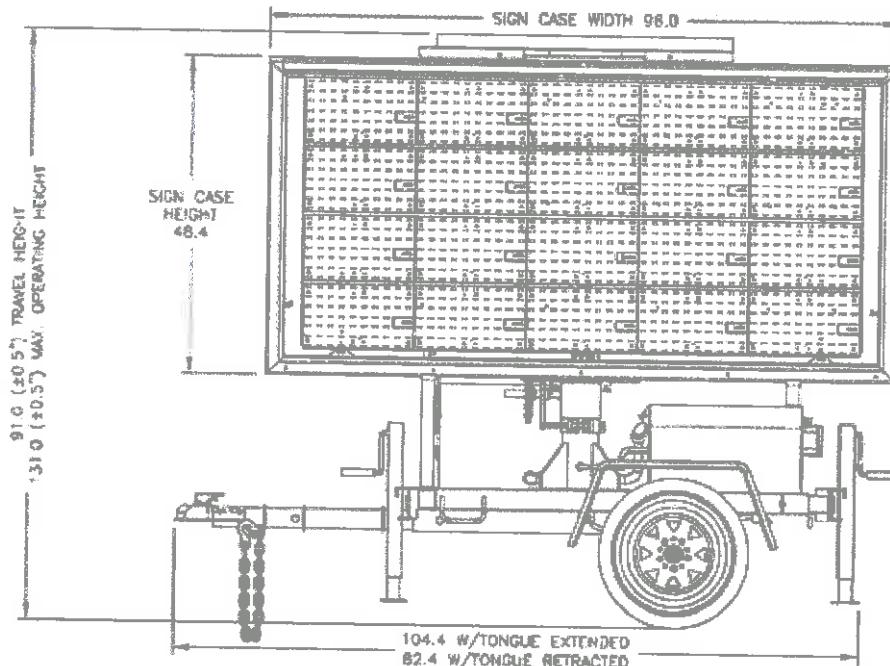
Tel. 800-458-7866
913-492-1400

SMART® VMS I

Variable Message Sign Trailer



Portable Changeable Message Sign



Physical/Mechanical

Height (raised)	131" / 3.3m
Height (storage)	91" / 2.3m
Length (tongue)	104" / 2.6m
Length (w/o tongue)	82" / 2.1m
Width	63" / 1.6m
Sign Case Width	96" / 2.4m
Sign Case Height	48" / 1.2m

Electrical/Display

Matrix Type	Full Matrix
LEDs Per Pixel	2
Angularity	80 Degrees
Speed-Variable	.10 sec. increments
Timing	
Matrix Size	28 Rows x 50 Columns
LED Color	590 nm ITE Amber / Yellow
Character Size	7" to 30"

Control/Operation

Permanent (factory) Messages	230
User-Defined Messages	200
Message Sequences	250
Graphical/Animation Messages	150

Character Fonts

Pixel Matrix	Normal Height	Characters Per Line	Lines Sign Face
3 x 5	7"	12	4
4 x 5	7"	10	4
3 x 7	10"	12	3
4 x 7	10"	10	3
5 x 7	10"	8	3
5 x 7w	10"	7	3
7 x 7	10"	6	3
7 x 7w	10"	5	3
6 x 11	16.5"	7	2
7 x 20	30"	6	1
9 x 20	30"	5	1

Kustom Signals' Domestic SMART System Limited Warranty

1. Warranty Coverage.

The Kustom Signals SMART System ("Equipment") is guaranteed to be free of defects in materials and workmanship from either a) Kustom Signals ship date to the original Owner or Lessee or b) the invoice/purchase date from the Distributor to the original Owner or Lessee. Please refer to Exhibit A through Exhibit C to see a complete listing of the covered units and their warranty timeframe. Kustom Signals, Inc. agrees to furnish the Owner or Lessee with Limited Warranty service, in accordance with the terms and conditions stated herein. This Limited Warranty applies only to the original registered Owner or Lessee on file at Kustom Signals, Inc, and cannot be assigned or transferred to a third party by the original Owner or Lessee.

2. Limitations.

Items covered under Limited warranty are Phone Support, Technical Support (Help Desk), Software changes, LED displays, radar, solar panels and statistics computers. In the event of failures, please contact Technical Support at Kustom Signals, Inc. to further discuss and diagnose. Replacement of normal wear and tear items is not covered by this Agreement. These items include (but are not limited to) extrusions, strain relief's, gaskets, cables, paint, connectors, plugs, wheels, tires, bearings and consumable items such as non-rechargeable and rechargeable batteries. Also not covered is failure of any of the above-mentioned items due to environmental degradation. The Customer will be billed for repair/replacement of these items at prevailing rates.

3. Exclusive Remedy.

The Owner's or Lessee's exclusive remedy under this Limited Warranty is limited to repair to the manufacturer's operational specifications or replacement, at the sole discretion of Kustom Signals, Inc. or its agent, of the Equipment as (i) is covered by this Limited Warranty; (ii) is delivered to Kustom Signals, Inc. or its agent at the Owner's or Lessee's expense within the term of this Limited Warranty; and (iii) upon examination thereof discloses to the exclusive satisfaction of Kustom Signals, Inc. or its agent to have been defective in material or workmanship. Warranty service and repairs must be performed by Kustom Signals or this Limited Warranty is void.

Failure of the Owner or Lessee to observe any conditions set forth in this Limited Warranty; or Equipment damage arising from flood, fire, vehicle collision, act of God or similar event or catastrophe; or tampering, abuse, or misuse of the equipment by Owner, Lessee or third party will render the Owner or Lessee responsible for the cost of bringing the system within the manufacturer's operational specifications.

THE LIABILITY OF KUSTOM SIGNALS, INC., IF ANY, WITH RESPECT TO THE EQUIPMENT, SHALL BE LIMITED AS PROVIDED IN THIS LIMITED WARRANTY. KUSTOM SIGNALS, INC. DISCLAIMS ANY OBLIGATION OR LIABILITY FOR THE LOSS OF USE OF THE EQUIPMENT WARRANTED, LOSS OF TIME, INCONVENIENCE, COMMERCIAL LOSS OR OTHER DIRECT, CONSEQUENTIAL, SPECIAL OR

INCIDENTAL DAMAGES. KUSTOM SIGNALS, INC. MAKES NO WARRANTIES OF ANY KIND OTHER THAN AS HEREIN EXPRESSLY PROVIDED, EXPRESSED OR IMPLIED, AND SPECIFICALLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE.

SOME STATES DO NOT ALLOW DISCLAIMER OF AN IMPLIED WARRANTY OR THE LIMITATION OR EXCLUSION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY. THIS LIMITED WARRANTY GIVES YOU SPECIFIC RIGHTS AND YOU MAY HAVE ADDITIONAL RIGHTS UNDER THIS EXTENDED WARRANTY THAT VARY FROM STATE TO STATE.

NO ACTION FOR BREACH OF THIS LIMITED WARRANTY MAY BE COMMENCED MORE THAN ONE YEAR AFTER THE DATE OF ALLEGED BREACH.

EXHIBIT A:

The following units are covered for a period of one (1) year for the Trailer and five (5) years for the DRU-III Radar from the date of shipment to the Owner or Lessee:

- SMART VMS Model I, II and III
- SMART VMS HT
- KUSTOM Giant Display

EXHIBIT B:

The following units are covered for a period of two (2) years for the Trailer and five (5) years for the DRU-III Radar from the date of shipment to the Owner or Lessee:

- PMD 10
- PMD 12

EXHIBIT C:

The following units are covered for a period of five (5) years for the Trailer and five (5) years for the DRU-III Radar from the date of shipment to the Owner or Lessee:

- SMART 500 DOLLY
- SMART 510 DOLLY
- SMART 650/650+
- SMART 800/800+
- SMART 850/850+
- SMART Replacement 12" Display
- SMART Replacement 18" Display
- StealthStat
- PMD 250
- PMD 275
- PMD 350
- PMD 360
- PMD 375
- PMD 400
- PMD 450
- PMD 475

Kustom Signals' Domestic SMART System Extended Warranty

1. Warranty Coverage.

Kustom Signals, Inc. agrees to furnish the Owner or Lessee with Extended Warranty service for SMART System ("Equipment"), in accordance with the terms and conditions stated herein for the period of time paid for by Owner or Lessee for the Trailer and/or Radar.* Owner or Lessee shall have no rights under this Extended Warranty (and Kustom Signals, Inc. shall have no obligation or liability under this Extended Warranty) unless and until the Kustom Signals, Inc. has received payment in full from the Owner or Lessee for this Extended Warranty. This Extended Warranty applies only to the original registered Owner or Lessee on file at Kustom Signals, Inc, and cannot be assigned or transferred to a third party by the original Owner or Lessee.

2. Limitations.

Items covered under Extended Warranty are Phone Support, Technical Support (Help Desk), Software changes, LED displays, radar, solar panels and statistics computers. In the event of failures, please contact Technical Support at Kustom Signals, Inc. to further discuss and diagnose. Replacement of normal wear and tear items is not covered by this Extended Warranty. These items include (but are not limited to) extrusions, strain relief's, gaskets, cables, paint, connectors, plugs, wheels, tires and bearings. Also not covered is failure of any of the above-mentioned items due to environmental degradation. The Owner or Lessee will be billed for repair/replacement of these items at prevailing rates. Equipment supplied with consumable items such as non-rechargeable and rechargeable batteries and wheels/tires are not covered by this Extended Warranty. Models excluded from this extended warranty include any trailer/dolly, PMD, display or stealth stat that come with a five (5) year limited warranty on the trailer and radar. These can be referenced in exhibit C of the SMART System Limited Warranty statement. The Owner or Lessee shall use the Equipment in accordance with the manufacturer's operational instructions and failure to do so shall void this Extended Warranty.

3. Exclusive Remedy.

The Owner's or Lessee's exclusive remedy under this Extended Warranty is limited to repair to the manufacturer's operational specifications or replacement of Equipment, at the sole discretion of Kustom Signals, Inc. or its agent, of the Equipment as (i) is covered by this Extended Warranty; (ii) is delivered to Kustom Signals, Inc. or its agent at the Owner's or Lessee's expense within the term of this Extended Warranty; and (iii) upon examination thereof discloses to the exclusive satisfaction of Kustom Signals, Inc. or its agent to have been defective in material or workmanship. Warranty service and repairs must be performed by Kustom Signals or this Extended Warranty is void.

Failure of the Owner or Lessee to observe any conditions set forth in this Extended Warranty; or Equipment damage arising from flood, fire, vehicle collision, act of God or similar event or catastrophe; or tampering, abuse, or misuse of the equipment by Owner, Lessee or third party will render the Owner or Lessee responsible for the cost of bringing the system within the manufacturer's operational specifications.

* Under no condition, may the Owner or Lessee pay for an Extended Warranty that extends beyond five (5) years from date of shipment of the Trailer and/or Laser.

THE LIABILITY OF KUSTOM SIGNALS, INC., IF ANY, WITH RESPECT TO THE EQUIPMENT, SHALL BE LIMITED AS PROVIDED IN THIS EXTENDED WARRANTY. KUSTOM SIGNALS, INC. DISCLAIMS ANY OBLIGATION OR LIABILITY FOR THE LOSS OF USE OF THE EQUIPMENT WARRANTED, LOSS OF TIME, INCONVENIENCE, COMMERCIAL LOSS OR OTHER DIRECT, CONSEQUENTIAL, SPECIAL OR INCIDENTAL DAMAGES. KUSTOM SIGNALS, INC. MAKES NO WARRANTIES OF ANY KIND OTHER THAN AS HEREIN EXPRESSLY PROVIDED, EXPRESSED OR IMPLIED, AND SPECIFICALLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE.

SOME STATES DO NOT ALLOW DISCLAIMER OF AN IMPLIED WARRANTY OR THE LIMITATION OR EXCLUSION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY. THIS EXTENDED WARRANTY GIVES YOU SPECIFIC RIGHTS AND YOU MAY HAVE ADDITIONAL RIGHTS UNDER THIS WARRANTY THAT VARY FROM STATE TO STATE.

NO ACTION FOR BREACH OF THIS EXTENDED WARRANTY MAY BE COMMENCED MORE THAN ONE YEAR AFTER THE DATE OF ALLEGED BREACH.



July 13, 2020

The City of Biddeford
Police Department
ATTN: Chief of Police
39 Alfred Street
Biddeford, ME 04005

Subject: Request for Proposals Portable Changeable Message Signs

Dear Chief Beaupre,

Applied Concepts Inc. dba Stalker Radar is happy to provide this letter as our response to the above referenced RFP. We are proposing the Message Center 360 Variable Message Sign (MC360), with the 4' x 8' display, solar power option, electric lift, tongue jack, and Traffic Analyst data statistics software. We have also provided local references that already use the MC360 to great effect. For further details please see the attached full feature product brochure and our ISO 9001:2015 Certificate. The MC360 includes a 5-year product warranty. The Stalker Message Center 360 is submitted as an alternate product. Please consider the following information as our Letter of Transmittal.

Offeror:

Applied Concepts, Inc. dba Stalker Radar
855 E. Collins Blvd.
Richardson, TX 75081
(800) 782-5537, ext. 335

Customer Service and Support:

Call-In Hours: Monday - Friday
8:00 am – 5:00 pm CT
Toll Free: (877) 782-5537 Ext. 222

Service Tickets or Return Tickets On-Line

https://www.stalkerradar.com/support_centers.php

Primary Point of Contact:

Contracts and Proposals Manager
William Titterington
(800) 782-5537, ext. 335
billt@a-concepts.com

Field Contact:

Regional Sales Manager
Kevin Anderson
(617) 276-4503
kevin@a-concepts.com

Qualifications and Experience:

Applied Concepts, Inc., dba Stalker Radar is a privately owned company and has been manufacturing speed measurement products for the Law Enforcement industry for the past 42 years. We are the sole source of manufacture for all Stalker Radar and Lidar products. The corporate facility is in Richardson, TX. We employ over 190 dedicated individuals that make our radars, lasers, speed sensors, speed trailers, message trailers, and CopTrax In-car video systems. Our Engineering, Production, Quality Control, Shipping, Administration and Sales/Marketing departments are all located in one building to facilitate good communications and continual improvement of processes and analysis. We have been re-awarded an ISO 9001:2015 Certificate of Registration for "Design, manufacture and service of speed measurement products". We hold active, statewide radar product contracts in the States of California, Texas, North Carolina, Kentucky, New York, Oklahoma, Missouri, Nebraska, Oregon, and Washington. This is not an all-inclusive list, but a small sample of current contracts, many of which have been active for more than 10 consecutive years.

applied concepts, inc.

StalkerRadar.com | Registered to ISO 9001:2008

855 East Collins Boulevard | Richardson, Texas 75081 | 972.398.3780 | 1-800-STALKER | Fax: 972.398.3781



Qualification for Grants and Federal Funding:

All Stalker Radar products meet the Buy American Act qualifications for federal funding criteria.

Delivery Upon Receipt of Order:

Applied Concepts, Inc. respectfully requests additional flexibility due to current supply chain and delivery conditions. We will commit to a 45-day delivery schedule unless excessive conditions prevail. Should special consideration be requested, Applied Concepts, Inc. will communicate directly with the City of Biddeford and schedule delivery upon mutual agreement.

References:

York County Sheriff's Office – Chief Deputy Thomas Baran
tmbaran@yorkcountymaine.gov
207-459-2202

Hallowell Police Department – Chief Scott MacMaster
policechief@hallowellmaine.org
207-622-9710

Portland Police Department - Sergeant Eric Nevins
erickn@portlandmaine.gov
207-874-8554

Quote:

Qty	Product Number – Description	Warranty	Price	Ext. Price
4	821-1100-00 Stalker MC360 Message Trailer (4'x8')	5Yr	\$15,999.00	\$63,996.00
4	015-2532-62 [253263] MC360 Message Trailer (4' x 8')			
4	200-1229-00 [412466] Traffic Stats Sensor, 2-Comm Ports, USB, Open			
4	008-0569-00 Certificate of Accuracy, Speed Sensor II			
4	015-5779-00 [274712] MC360 Solar Panel			
4	015-1819-00 [275569] Trailer Tongue Jack			
4	015-2328-64 [232864] MC360 Electric Lift			
4	200-1173-00 [412467] Traffic Analyst App, Thumb Drive, Manual			
4	011-0220-00 MC360 3'x6' and 4'x8' Trailer User Manual			
4	063-0024-60 MC360 Trailer 5-Year Warranty			
			Shipping and Handling:	\$ 2,900.00
			Total:	\$66,869.00

This Proposal is valid for ninety (90) days after the deadline for submission of proposals.

Thank you for your consideration of our products. We look forward to our next conversation.

Regards,

William H. Titterington
Contracts and Proposals Manager
Applied Concepts, Inc., dba Stalker Radar
(800) 782-5537, Ext. 335
billt@a-concepts.com

applied concepts, inc.

StalkerRadar.com | Registered to ISO 9001:2008

855 East Collins Boulevard | Richardson, Texas 75081 | 972.398.3780 | 1-800-STALKER | Fax: 972.398.3781



Message Center 360 | Mast-mount variable message signs

Now, 2 models to choose from:

- 3' x 6' display panel - **NEW**
- 4' x 8' display panel

Stalker's Message Center 360 features innovative rotating mast mount design for easier travel, setup and positioning, along with a host of features and options.



- Highly efficient travel configuration
- 300+ memorized, customized, user-programmable messages
- Full matrix, amber LED characters - legible at up to 850 ft.
- (4) Deep-Cycle batteries - provide a longer time between charges and up to 21 days of operation

- Optional Traffic Data Statistics Package



- Optional top-mount solar panels for increased autonomy

- **NEW** - Optional on-board modem provides web-based 4G remote access for real-time message updating, battery voltage monitoring, and alerts.



NEW!
Smaller
3' x 6' display
option!



STALKER

Power to Enforce.

Full Matrix LED Display

Energy-efficient LED display provides legibility at up to 850 feet for greater motorist compliance and safety, and a 10-year average operational life to reduce maintenance time and expense.

On-Board Dedicated Computer

A NTCIP compliant, 365-day calendar is controlled by a dedicated on-board computer. A full-size, onboard keyboard expedites setup with secure password protection. Plus, 250 text, 60 graphic, and 20 arrow board display messages can be preprogrammed and stored in the controller. Additionally, 100 user-created messages can be programmed and stored.



Deep-Cycle Batteries

(4) 6-volt deep-cycle batteries provide up to 21 days of continuous operation yielding longer operational time between battery charges.



Graffiti-Resistant Powdercoat

The trailers are powder coated with a heavy zinc primer for improved resistance to graffiti and the elements, while its all-steel construction provides a sturdy platform and reduces damage sustained in the field.

4 Stabilizing / Leveling Jacks

Leveling jacks with slide-out extensions provide enhanced stability and fold up and away for travel.

OPTIONS

Solar Panels

Top-mounted solar panels recharge a day's worth of battery use with only 4 hours of bright sunlight allowing for nearly "infinite" field operation.



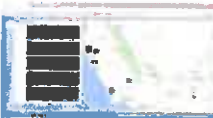
Integrated Traffic Statistics

When added to the MC360, the statistical package gathers valuable traffic data for improved grant writing support and verification of the sign's impact on traffic speeds.



NEW - Web-Based 4G Remote Access

Real-time message updating and control is now available on all Stalker Message Center 360 trailers. The system is smart phone and tablet compatible and also provides battery voltage monitoring and alerts.



Automated License Plate Recognition

The MC360 trailers may be outfitted in an ALPR-ready configuration.

Electric Winch

An electric winch is available to raise and lower the display panel with the push of a button.

Message Center 360

Specifications:

Width	68" (1.3m)
Length	107" (2.72m) with tongue 55" (1.4m) without tongue
Weight	850 lbs. (385.5kg)
Tongue weight	75 lbs. (34kg)
Main Frame	11 ga. formed steel tubing - 2" x 3" x .120
Lift Mechanism	1,500 lb. anti-reversing lift system
Lamp	30° amber LED
Legibility	up to 850 ft. (260 m)
Illumination	Active LED (4 per pixel)
Energy Source	
Battery Bank	(4) 6-volt deep-cycle batteries
Autonomy	21 days @ 78°F (25°C)
AC Charger	On-board 45 amp 3-stage charger
Solar	140 watt solar panel array
Recovery Rate	4 hours of sun per 1 day power requirement

Radar - Stalker Stationary Speed Sensor II - 24.125 GHz

Detection Distance	Up to 1,200' (365 m)
Beam Width	30° x 32°

	4' x 8' Model	3' x 6' Model
Height	(raised) - 134" (3.4 m) (travel) - 102" (2.6 m)	(raised) - 131" (3.3 m) (travel) - 99" (2.5 m)
Sign Display		
Height	48" (1.22m)	44" (.91 m)
Width	96" (2.43m)	77" (1.83 m)
Viewing Area	44" x 84" (1.11 m x 2.13 m)	36" x 63" (.91 m x 1.6 m)
Character Height	12" (30 cm) / 18" (46 cm) (up to 4 lines)	9" (22.86 cm) - 37" (93.98 cm) (up to 4 lines)
Full Matrix Pixels	25 rows / 48 columns	28 rows / 48 columns

Accessories:

- Spare Tire
- Coupler lock
- Wheel lock
- Wheel jack



STALKER

Power to Enforce.

applied concepts, inc.

855 East Collins Blvd. ■ Richardson, Texas 75081
972.398.3780 ■ Fax 972.398.3781

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006-0484-00 Rev D

800-STALKER



July 10, 2020

Town of Biddeford

Re: Portable Changeable Message Signs

Thanks for your interest in our message signs. Below is a bid in response to your bid invitation. I have submitted two different models for your consideration.

Portable Changeable Trailer Mounted Message Signs

- Model PCMS 1210 PRO G3
- 75" x 132" display panel, 28 x 48 pixels
- 3 x 85 watt solar panels, stealth technology, Jamlogic Refresh & Alerts
- NTCIP V-Touch Controller with V-Sync WI-FI
- 4G Modem & 10 year cell plan- NON SWZ
- Video training
- Internal Battery Charger
- Tilt and rotate
- Tongue and Wheel jack
- Delivery included

\$ 17,875.00.00 ea

Total of 4 units

\$ 71,500.00

<https://www.ver-mac.com/en/products/series/serie/message-signs/product/portable-changeable-message-sign-pcms/3>

- Model PCMS 320
- 63" x 101" display panel, 30 x 48 pixels
- 3 x 85 watt solar panels, stealth technology, Jamlogic Refresh & Alerts
- NTCIP V-Touch Controller with V-Sync WI-FI
- 4G Modem & 10 year cell plan- NON SWZ

- Internal Battery Charger
 - Video training
 - Tongue and Wheel jack
 - Delivery included
- \$ 18,650.00 ea

Total of 4 units \$ 74,600.00

<https://www.ver-mac.com/en/products/series/serie/message-signs/product/portable-changeable-message-sign-pcms/2>

Availability 4-6 weeks from receipt of po.

Please review and feel free to contact us with any questions

Submitted by:

Debra Lee Ricker, President

Worksafe Traffic Control Industries

115 Industrial Lane-Berlin; Barre, Vermont 05641

Toll free: 800-547-0808

Debrar@worksafetci.com



SERIES

G3



PCMS-1210 TRAILER-MOUNTED MESSAGE SIGN

Ver-Mac's PCMS-1210 Pro Series G3 is a 3-line and 8 characters (18 in.) per line trailer-mounted portable changeable message sign. It features Stealth Technology, NTCIP-compliant V-Touch controller, V-Sync Wi-Fi communication and JamLogic® Fleet Management Software. This unit combines cutting-edge technology, energy-efficient design and high-quality construction to provide the most reliable, cost-effective and safe to operate message sign on the market. It is the perfect 3-line model to be used for highway construction projects.



PRO SERIES G3 FEATURES

STEALTH TECHNOLOGY

Maintenance-Free Batteries
Anti-Theft Hidden Battery Compartment

V-SYNC WI-FI TECHNOLOGY

Change Messages Via Wi-Fi Using Your Smartphone
Safely Change Messages Out of Traffic

ROBUST TRAILER DESIGN

Large Footprint For Greater Stability
Diamond Plate Maintenance Platform
Tongue Wheel Jack for safe and easy set up
Controller located away from the road
Rugged Indexed Rod Mast Brake

FULLY-INTEGRATED CELLULAR 4G LTE MODEM

No 3G Upgrade Needed
10-Year Fleet Cell Service
SWZ upgrade (optional)

JAMLOGIC® SOFTWARE

Hourly Automated Refresh and Battery/GPS Alerts & Reports
Interactive Map & List View of All Equipment
Project Folders to Group Equipment
Historical Log of all Locally & Remotely Activated Messages with Date/Time

4 WAYS TO CHANGE A MESSAGE



AT THE SIGN

Using our V-Touch Controller



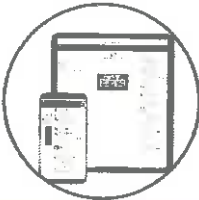
NEAR THE SIGN

Using our V-SYNC Wi-Fi



REMOTELY

Using JamLogic on your PC or Laptop



REMOTELY

Using JamLogic Web on your Smartphone or Tablet



PCMS-1210



ENERGY-EFFICIENT DESIGN

HIGH-PERFORMANCE LEDs

Next generation LEDs create bolder and brighter characters with greater angularity while utilizing less energy.

SOLAR PANELS

Designed to last 12 months in most regions without frequent servicing.

- Designed to last 12 months in most regions without frequent servicing
- Optional Tilt & Rotate solar panels

SOLAR REGULATOR

Protects the batteries against overcharge, over-discharge and short circuits.

HIGH-QUALITY CONSTRUCTION

POWDER COATING SUPERIOR FINISH

Impact, humidity, salt spray and rust resistant.

4 LEVELING JACKS

For stabilization and easy transportation.

TONGUE WHEEL JACK

For easy and safe trailer set up.

ELECTRO-HYDRAULIC LIFT MECHANISM

For quick and effortless deployment.

RUGGED INDEXED ROD MAST BRAKE

360° rotation (6° increments) combined with infinite position using manual hand brake.

HEAVY-DUTY PLASTIC FENDERS

For durability and easy replacement.

LOCKABLE PLASTIC BOX

For controller, modem, pump, and other components protection.

2-IN. (51 MM) COUPLER OR 3-IN. (76 MM) PINTLE EYE

For easy towing.

APPLICATIONS

- Highway construction
- Smart VMS zone
- Special events



V-TOUCH CONTROLLER

NTCIP COMPLIANT

EASY-TO-READ

7-inch (178 mm) color LCD touchscreen display.

USER-FRIENDLY

One-click icon-based menu.

TIME-SAVING

Checks your own battery level.

SIMPLE TO OPERATE

The intuitive point-to-go icons ensure quick and easy command to display or edit messages.

ADDITIONAL FUNCTIONALITIES

Scheduling, sign diagnostics, anti-theft security, and much more.



DISPLAY

- Display size: 7.5 x 17.8 in. (191 x 453 mm)
- 4 LEDs per pixel
- 3 lines of 8 characters per line
- 5 x 7 pixel (35 x 49 mm) characters
- Display brightness: 550 cd/m² for perfect setting
- Improved frequency display modules for simplified maintenance

DIMENSIONS AND WEIGHT

- Operating height: 165 in. (4177 mm)
- Overall length: 179 in. (4537 mm)
- Traveling height: 106 in. (2693 mm)
- Traveling width: 67 in. (1707 mm)
- Weight (approx.): 790 kg (1,740 lb.)
- Allowance capacity: 1555 kg (3,430 lb.)

OPTIONS

- Rotating signpost
- Radar
- Solar AEC+ Upgrade Capacity
- Fixed camera
- Tilt-and-Rotate solar panels

Other options are available to make your reality.

WARRANTY

- 1 year on complete trailer
- 2 years on electronic components and solar panel by Ver-Mac



QUEBEC, CANADA OFFICE: 1101 BELLERIVE STREET, QUEBEC, QC G1C 2P1, CANADA
HOUSTON, TX OFFICE: 4550 NORTH FRIAR, HOUSTON, TX 77040, USA

PCMS-1210 Pro Series (63) 1-888-488-7446, 1-888-488-7446, 1-888-488-7446

1-888-488-7446
VER-MAC.COM



July 10, 2020

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- 4G Modem & 10 year cell plan- NON SWZ

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Submitted by:

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Toll free: 800-547-0808

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PCMS-320 TRAILER-MOUNTED MESSAGE SIGN

Ver-Mac's PCMS-320 is a mid-size full-matrix trailer-mounted portable changeable message sign. The PCMS-320 features the NTCIP-compliant V-Touch controller, V-Sync Wi-Fi communication, Stealth Technology, Opti Power lens, and JamLogic Fleet Management Software. This unit combines energy-efficient design and high-quality construction to provide the most reliable and cost-effective message signs on the market. The PCMS-320 has a compact design which makes it perfect to be used on highways or in urban areas where space is limited



V-TOUCH CONTROLLER



4 WAYS TO CHANGE A MESSAGE



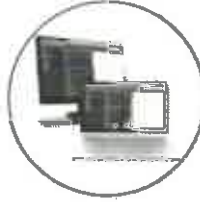
AT THE SIGN

Using our V-Touch Controller



NEAR THE SIGN

Using our V-SYNC Wi-Fi



REMOTELY

Using JamLogic on your PC or Laptop



REMOTELY

Using JamLogic Web on your Smartphone or Tablet

→ PCMS-320

JAMLOGIC® FLEET MANAGEMENT SOFTWARE

The PCMS-320 is equipped with Ver-Mac's high-speed modem with GPS, which maximizes your productivity, efficiency and profitability. All remotely from your office or home! The Jamlogic software is FREE and you get all the updates at no charge.

- Monitor, maintain and manage your fleet from any PC, tablet, tablet or smartphone
- View your equipment in a list and GPS map view
- Change a message on one or more signs simultaneously with a simple click
- View your messages and battery status
- Assign your signs to either the customer location, project or location
- Receive email or text alerts - optional (the primary cellular cellular, etc.)

SEGMENTS

- Highway construction
- Department of transportation (DOT)
- City and county
- Law enforcement
- Smart work zones
- School events



DISPLAY

- Display panel: 63 x 311 in. (1580 x 2552 mm)
- Full height of 30 x 48 gauge
- LED backlit
- Lines of 8 characters per line (total 5-7 lines)
- Default height of 11.5 inches (291 mm)
- Up to 3 lines & 11 characters per line (if 11 lines)
- Display sign rotates 360 degrees for perfect setting
- Plug-and-play display module for simplified installation

WARRANTY

- 1-year on components
- 2-year on electrical components manufactured by Ver-Mac

ENERGY-EFFICIENT DESIGN

OPTI POWER LENS

The encapsulated design maximizes each LED output to create brighter and brighter characters while utilizing less energy.

SOLAR PANELS

Provide maximum solar recharging during all four seasons.

- Dual panel with 120 watts of power (200W manual charging)
- Working configurations of solar panels and battery are available (400W manual charging)

HIGH-QUALITY CONSTRUCTION

POWDER COATING SUPERIOR FINISH

Impact, humidity, salt spray and rust resistant

4 LEVELING JACKS

For stabilization and easy transportation

ELECTRO-HYDRAULIC LIFT MECHANISM

For quick and effortless deployment

HEAVY-DUTY PLASTIC FENDERS

For durability and easy replacement

PLASTIC BATTERY BOXES

To minimize battery corrosion

LOCKABLE CONTROL BOX

For security

2-IN. (51 MM) COUPLER OR 3-IN. (76 MM) PINTLE EYE

For easy towing

STEALTH TECHNOLOGY



CLEVERLY HIDDEN BATTERY COMPARTMENT

Protects the battery from stealing tendencies



LONG-LASTING SEALED BATTERIES

No maintenance required

DIMENSIONS AND WEIGHTS

- Overall length: 150 in. (3810 mm)
- Overall width: 42 in. (1065 mm)
- Building height: 11 ft. 10 in. (3605 mm)
- Operating height: 63 in. (1600 mm)
- Available payload: 1500 kg (3300 lb)
- Weight (approx): 950 kg (2090 lb)

OPTIONS

- Battery charger
- Storage wheel lock
- Road kit
- Complete assembly kit
- Thermal-Proof Solar Panels
- Extra Batteries
- RTZ Camera

*Other options are available to meet your needs



QUEBEC, CANADA OFFICE: 1001 Boulevard Saint-Jacques, Suite 202, Québec, QC H3K 2Z6, CANADA
HOUSTON, TX OFFICE: 1400 North Loop East, Suite 100, Houston, TX 77062, USA

PCMS-320 Model 3200, 3201, 3202, 3203, 3204, 3205, 3206, 3207, 3208, 3209, 3210, 3211, 3212, 3213, 3214, 3215, 3216, 3217, 3218, 3219, 3220, 3221, 3222, 3223, 3224, 3225, 3226, 3227, 3228, 3229, 3230, 3231, 3232, 3233, 3234, 3235, 3236, 3237, 3238, 3239, 3240, 3241, 3242, 3243, 3244, 3245, 3246, 3247, 3248, 3249, 3250, 3251, 3252, 3253, 3254, 3255, 3256, 3257, 3258, 3259, 3260, 3261, 3262, 3263, 3264, 3265, 3266, 3267, 3268, 3269, 3270, 3271, 3272, 3273, 3274, 3275, 3276, 3277, 3278, 3279, 3280, 3281, 3282, 3283, 3284, 3285, 3286, 3287, 3288, 3289, 3290, 3291, 3292, 3293, 3294, 3295, 3296, 3297, 3298, 3299, 3300, 3301, 3302, 3303, 3304, 3305, 3306, 3307, 3308, 3309, 3310, 3311, 3312, 3313, 3314, 3315, 3316, 3317, 3318, 3319, 3320, 3321, 3322, 3323, 3324, 3325, 3326, 3327, 3328, 3329, 3330, 3331, 3332, 3333, 3334, 3335, 3336, 3337, 3338, 3339, 3340, 3341, 3342, 3343, 3344, 3345, 3346, 3347, 3348, 3349, 3350, 3351, 3352, 3353, 3354, 3355, 3356, 3357, 3358, 3359, 3360, 3361, 3362, 3363, 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4692, 4693, 4694, 4695, 4696, 4697, 4698, 4699, 4700, 4701, 4702, 4703, 4704, 4705, 4706, 4707, 4708, 4709, 4710, 4711, 4712, 4713, 4714, 4715, 4716, 4717, 4718, 4719, 4720, 4721, 4722, 4723, 4724, 4725, 4726, 4727, 4728, 4729, 4730, 4731, 4732, 4733, 4734, 4735, 4736, 4737, 4738, 4739, 4740, 4741, 4742, 4743, 4744, 4745, 4746, 4747, 4748, 4749, 4750, 4751, 4752, 4753, 4754, 4755, 4756, 4757, 4758, 4759, 4760, 4761, 4762, 4763, 4764, 4765, 4766, 4767, 4768, 4769, 4770, 4771, 4772, 4773, 4774, 4775, 4776, 4777, 4778, 4779, 478



9 Rockview Way
Rockland MA 02370
Tel: 781-982-9229 * Fax 781-982-9226
Website: www.K5Corporation.com



Massachusetts OSD Certified - Women Business Enterprise

Customer

Biddeford ME
371 Hill Street
Biddeford, ME 04005

Project

Project: Biddeford ME - 2020 Portable Changeable Message
Estimate Due: 7/14/2020
Estimate Time: 10:00 A.M.

A

Estimate Continued

Estimate # 232112

Item	Quantity	Description	U/M	Rate	Amount
707.4	4	PORTABLE CHANGE MESSAGE SIGNS (AS PER SPEC)	EA	18750.0000	\$75,000.00
				Total	\$75,000.00

Terms

- **** PLEASE SIGN AND RETURN BACK TO US TO BE PLACED ON SCHEDULE ****
- If All Items on this Estimate are not Awarded, individual prices subjected to change.
- Terms 30 Days or Subject to a 1.5% per Month (18% per Annum) Finance Charge
- Unit Pricing will prevail. The above quantities are for estimate purposes only.
- Estimates are valid for 90 days from the Date of Estimate. Pricing is subject to review if past 90 days.
- Tax will be charged unless a Tax-Exempt Form is provided at the signing of the contract.
- All Rental Items will be required to have a valid Certificate of Insurance prior to delivery
- We are an Equal Opportunity - Affirmative Action Employer

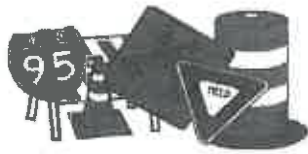
Signature

Date

7-13-2020

K5 Corporation (F.K.A HiWay Safety Systems Inc)
9 Rockview way
Rockland MA 02370
781-982-9229

QUOTATION



WHITE SIGN
TRAFFIC CONTROL PRODUCTS

P.O. Box 261
45 Dempsey-Greaves Lane
Stillwater, ME 04489

Phone: 207-827-5802
800-479-6193
Fax: 207-827-3774

Date: 7/9/2020

TO: Biddeford Police Department

Attention:

Quantity	Description of Materials	Unit Price	U/M	Extended Price
4	Wanco Mini Matrix Message Sign 96X55" with Hydraulic-Operated Tower • Full-matrix LED display with 12 variable fonts and full range of preprogrammed MUTCD graphics • Weather-resistant aluminum cabinet, powder-coated flat black with Lexan window in hinged door panel • Cabinet air-circulating fans • Telescoping tower with 360-degree rotation • Capacitive 7-inch touchscreen controller with multi-level password protection inside in-cabinet control box with two lockable latches • NTCIP compliant • 5-year limited warranty (see warranty policy for details)	18895.00	ea.	75580.00
	2-4D AGM Sealed maintenance free batteries 130 solar watts Modem- Data plan not included Traffic Data collector			
TOTAL				75580.00

Freight: F.O.B Stillwater, Maine unless otherwise noted.

Payment Terms: NET 30

5.5% Sales Tax will apply where applicable.

Comments:

Respectfully Submitted,
WHITE SIGN

per 
Jeff Moran, Sales

Prices are subject to acceptance within 60 days from date of quote. Thereafter, prices are subject to change without notice.
Changes in quantities could effect prices. All prices quotations are subject to readjustment or cancellation until formally accepted. If freight rates increase, we will increase freight amounts accordingly.

Mini Message Signs

Full-Matrix and Three-Line



The same high visibility and legibility as our full-size signs, but with smaller footprint

- Energy efficient with superior performance
- Choose matrix or three-line message display
- Full-color touchscreen controller
- Preprogrammed, custom and MUTCD graphics
- Easiest programming in the industry

Wanco® Mini Message Signs are 30% smaller than our full-size signs, making them highly maneuverable and easy to deploy.

Choose the sign that's right for your application. Wanco Mini Matrix Signs feature a full matrix of highly legible, ultra-bright LEDs to display graphics, text or a combination of both. Wanco Mini Three-Line Signs are designed for text messages of up to eight characters per line. For optimal positioning, the display cabinet rotates independent of the trailer. Raise and lower the sign with the standard hand-operated winch or optional hydraulic lift.

All signs feature Wanco's capacitive touchscreen interface for the easiest programming in the industry. Large virtual buttons are easy to see and select. The touchscreen has nearly instantaneous response and an intuitive menu structure that makes easy work of choosing and setting new messages.

Options Include the Wanco Traffic Data Classifier System, Modem Package with GPS, Fleet Manager, Asset Tracker and radar-based speed detection.

To see or order a Wanco Mini Message Sign, call **800.972.0755** or visit **wanco.com**.



- Lockable weathertight control box located on back of display cabinet
- No external wiring from controller to sign
- Safer programming at eye level
- Better traffic visibility
- Out of reach of the casual hacker
- Capacitive touchscreen controller features intuitive full-color interface with large virtual buttons
- Multi-level password protection prevents unauthorized access
- NTCIP compliant

Brief specifications

Deployed footprint, W×L	143×96 in (362×244 cm)	
Sign cabinet size, W×H	96×55 in (244×140 cm)	
Operating height	142 in (361 cm)	
Travel height	103 in (262 cm)	
Weight, approx	1580 lb (717 kg)	
	Matrix Model WVTM	Three-Line Model WVT3
Display	48×27 pixels	3 lines of 8 characters
Fonts	12 fonts	1 font
Default font	12.6 in., 5×7 pixels per character 3 lines of 8 characters maximum	15 in., 5×7 pixels per character 3 lines of 8 characters maximum
Power	Batteries, solar	Batteries, solar



WANCO INC.
5870 Tennyson Street
Arvada, Colorado 80003
800-972-0755
303-427-5700
303-427-5725 fax
www.wanco.com

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Printed on recycled paper

QUOTATION



AMERICAN SIGNAL COMPANY
American Signal
2755 Bankers Industrial Dr
Atlanta, GA 30360
Tel: 770-448-6650 Fax:
Email:
<http://amsig.com>

Date : 25 Jun 2020

Our Reference : QU-0001895

PO No. :

Customer Code :

COMPANY

Biddeford Police Department
39 Alfred Street
Biddeford, ME 04005

DELIVER TO

Biddeford Police Department
39 Alfred Street
Biddeford, ME 04005

Contact: Rick Doyton Contact Phone: 207-282-5127

Contact Email: ricky.doyon@biddefordmaine.org

Sales Rep: SI001 Rep Phone:

Payment Terms: 1 Month from end of month in which
delivery was made

Rep Email:

Shipping Terms: Bill the Customer

Line #	Product	Description	Quantity	UOM	Price	Value
0	AMS3006527 1	CMS-T333 LITE PCMS, WEBBEXPRESS	4	Each	13000.00	52000.00
		Warranty 1 year				0.00
0	OPT30065320	SOLAR PANEL, REPLACE 2X WITH 3X 80W	4	Each	545.00	2180.00
0	OPT30125076	RADAR, KUSTOM DRUIII MPH -2 NTCIP/WX	4	Each	800.00	3200.00
0	OPT30155096	TRAFFIC COMP, RU2 KUSTOM -1 LEGACY/WX	4	Each	900.00	3600.00
0	OPT30125430	CELL, PHONE 4G LTE/WIFI/GPS PHO- 295	4	Each	750.00	3000.00
0	OPT30125380	SUBSCRIPTION, VZW VPN 1-YR ITS CLOUD	4	Each	120.00	480.00
0	OPT30065080	WARRANTY, EXTENDED 4 YEARS (5 YEARS TOTAL)	4	Each	250.00	1000.00

If signed, can serve as PO

Continued

Ship Date Requested

Ship To

Shipping Contact

Phone

Email

Trailer Color

Hitch Type

QUOTATION



AMERICAN SIGNAL COMPANY

American Signal
2755 Bankers Industrial Dr
Atlanta, GA 30360
Tel: 770-448-6650 Fax:
Email:
<http://amsig.com>

Date : 25 Jun 2020
Our Reference : QU-0001895
PO No. :
Customer Code :

Line #	Product	Description	Quantity	UOM	Price	Value
0	FREIGHT	FREIGHT OUT	4	Each	3400.00	13600.00
		OUT				
		PRICING ABOVE INCLUDES ORANGE TRAILER PAINT, 2" BALL TOWING HITCH, AND 4-FLAT ELECTRICAL TOWING CONNECTOR AS STANDARD. NON-STANDARD SELECTIONS MAY RESULT IN ADDITIONAL COST.				
		PAYMENT TERMS: 1) 3% COD, FREIGHT PPD/ADD; 2) NET 30 WITH APPROVED CREDIT, FREIGHT COLLECT; 3) THIRD PARTY FINANCING				

Shipping Terms: FOB American Signal Company, Atlanta GA. Shipping to be paid upon delivery, unless prior arrangements have been made. Facility should have forklift or other means to unload units.

Buyer agrees to American Signal's terms and conditions. There are terms and conditions applicable to this transaction in addition to those specified above, which are available upon your request. Any special requirements need to be noted on purchase order

If signed, can serve as PO

Ship Date Requested

Ship To

Shipping Contact

Phone

Email

Trailer Color

Hitch Type

Value of Goods \$ 79,060.00

Total Discount \$ 0.00

Quotation Total \$ 79,060.00



AMERICAN SIGNAL COMPANY
2755 Bankers Industrial Dr.
Atlanta, GA 30360
Phone: 770-448-6650
Fax: 770-448-8970

June 25, 2020

RE: Portable Changeable Message Signs Bid

City of Biddeford Police Department - Chief's Office
C/O Lt. Rick Doyon
39 Alfred Street
Biddeford Maine 04005

Dear Sir:

We are pleased to offer pricing via sealed bid for Portable Changeable Message Signs for the Police Department. Attached to this document is as follows.:

- Summary of Listed Accessories in Bid
- Formal quotation for City Business use, with included accessory pricing.
- Product Sheet for Requested Signs (CMS-T333)
- Specification information
 - Unit specification
 - Radar/Traffic Stats Computer system from Kustom Signal
 - Remote Server Instruction Manual
 - 5-year limited warranty language

Summary of Bid and Accessories Requested
(individually priced for review – see attached quotation)

We are pleased to see that the sign is largely based on the American Signal Company specification. As such, please see the attached specification to confirm quality requirements and all functionality listed. As far as individually requested accessories to be included in the bid, they are as follows:

- Units shall carry a 5-year warranty, exceeding 3-year specification.
- Units shall carry Radar system and Traffic Stats computer/allowing the department to download speed information via sim card and software package provided.
- Cell Modem package and VPN "Cloud Manager" – allows department to remotely connect into sign and configure infinite messages and graphics, review sign diagnostics, GPS location, etc. Customer can create log in authority and add/delete users on demand. VPN is a subscription service that is provided on an annual basis and can be renewed in numerous packages (1-5 yr).
- AMSIG has configured the sign to be 12-month usage capable and meet MUTCD 30-day use during winter solstice via adding additional solar to the design.



AMERICAN SIGNAL COMPANY
2755 Bankers Industrial Dr.
Atlanta, GA 30360
Phone: 770-448-6650
Fax: 770-448-8970

Additional Functionality Available (capable for future use)

Because of the foresight in the specification, American Signal Signs as configured are capable of being enhanced to be utilized in a managed construction traffic situation, known as a “smart work zone” or for public events where traffic conditions will change based on population movement (concert weekend, regatta, etc.). Using virtual sensor technology, the signs can be deployed in active traffic management areas using real time crowd sourced traffic data to create a pre-determined message directing traffic calming information to lessen speeding and work area accidents. This is a fee for use service and is utilized only during the timeframe needed.

If there are any further questions or concerns, kindly contact us at the above information.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Chuck Mong', is written over the typed name and title.

Chuck Mong – President
American Signal Company

CC: File/Maine – 2020

American Signal Company

Amsig® LIMITED WARRANTY – 5 Year

Scope of Warranty

AMERICAN SIGNAL COMPANY (“AMSIG”) warrants to the original purchaser (Purchaser) that every portable changeable message sign and highway advisory radio system of AMSIG’s manufacture (Covered Equipment) is covered by this Limited Warranty subject to the conditions herein. AMSIG warrants the Covered Equipment to be free from defects in materials and workmanship and, within the applicable warranty period and in accordance with the terms and exclusions herein, will repair or replace (at AMSIG’s sole option) any part of Covered Equipment that (i) fails in normal use and (ii) was properly installed, serviced, and operated under normal conditions, as determined by AMSIG.

Eligibility

To be eligible for warranty service under this Limited Warranty, the Covered Equipment must have been purchased from and returned to an authorized AMSIG service facility. This warranty applies to Purchaser only and is not transferable. Proof of purchase may be required.

Limited Warranty Periods

A five (5) year warranty period, commencing from the date of shipment to Purchaser, applies to Covered Equipment subject to the terms and exclusions herein. Any parts or materials replaced by AMSIG under this Limited Warranty shall be warranted for the remainder of the original Limited Warranty Period. The warranty coverage for the Product is continual from the original shipment date and does not restart upon the replacement or repair of Covered Equipment or any part thereof.

Coverage

Warranty coverage is limited to parts and service labor, which will be provided without charge to Purchaser by AMSIG, for any proven failure in material or workmanship of Covered Equipment under normal use during the applicable Warranty Period and subject to the terms herein. Purchaser must return Covered Equipment, or any separable part thereof, allegedly requiring warranty work to an authorized AMSIG service facility for AMSIG inspection and subsequent warranty work (including, without limitation, repair or

replacement), which will be determined by AMSIG in its sole discretion. Purchaser’s freight, transportation, travel and other expenses incurred in returning the Covered Equipment for inspection and subsequent warranty work are Purchaser’s responsibility.

This Limited Warranty coverage shall be automatically suspended upon Purchaser’s failure to pay any obligation owed to AMSIG according to the terms agreed upon between them. Such suspension shall continue until the Purchaser has paid such obligation in full by good and current funds.

Purchaser’s Responsibilities

The Purchaser is responsible for maintaining the Covered Equipment as described in the documentation provided by AMSIG. Purchaser is required to ensure the Covered Equipment is assessed at an authorized AMSIG service facility for repairs as soon as a problem exists. Purchaser must deliver or have delivered the Product to AMSIG for inspection and any repair or replacement under this Warranty. It is recommended that Purchaser retain all records and receipts regarding maintenance. Purchaser is responsible for all shipping costs of Covered Equipment. If government regulations, industry certification, or similar standards require the repaired or replaced Covered Equipment to have features not found in the defective Covered Equipment, Purchaser will be charged for and responsible for paying the difference for those required features.

Exclusions

This Limited Warranty shall not apply to (i) any damage or failure of Covered Equipment due to normal wear, alteration, abuse, misuse, negligence, accident or collision, natural disaster or acts of nature, fire, flood, acts of war, improper or abnormal usage, faulty installation, improper or untimely maintenance, lightning or other incidents of excessive voltage, fuel or any other fluid contamination or degradation, misapplication, vandalism, use in a manner inconsistent with the intended use or not in accordance with AMSIG-provided documentation, shipping, transport, or handling; (ii) Covered Equipment that has been repaired by a non-AMSIG authorized service facility; (iii) if any associated products used in

combination with the Covered Equipment fail to exchange date data with the same; (iv) Covered Equipment damaged due to any other act, omission, or circumstance beyond AMSIG's reasonable control; or (v) alleged damage or defect not reported and delivered to AMSIG during the applicable Warranty Period.

Any repair or replacement of Covered Equipment or any part thereof not performed by an authorized AMSIG service facility shall void this warranty.

Any part or component of Covered Equipment covered by warranties issued by other manufacturers (Separate Warranty) shall not also be covered by this Limited Warranty and shall not be considered, by itself, Covered Equipment. Known or common Separate Warranty items may be listed herein. AMSIG specifically does not warrant any part or component under a Separate Warranty and shall not service said items under this Limited Warranty, including without limitation battery or batteries, battery charger, hydraulic pump system, tire(s), wheel(s), axle(s), brake(s), and trailer hitch(es). This Limited Warranty does not cover any damages to Covered Equipment if and to the extent that such damages are caused by or result from a defective or malfunctioning item under a Separate Warranty or no warranty.

Disclaimer of Consequential Damage

Purchaser acknowledges and agrees that AMSIG is not responsible for loss of time or use of Covered Equipment, transportation, commercial loss, or any other incidental or consequential damage. AMSIG shall not be liable for any special, indirect, incidental, or consequential damages whether in contract, in tort, under any warranty, or otherwise beyond the warranty stated herein for Covered Equipment or parts. ANY CLAIMS FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES ARE EXPRESSLY EXCLUDED.

Limitation of Implied Warranties

EXCLUSIVE WARRANTY – LIMITATION OF LIABILITY: This Limited Warranty is the ONLY warranty given by AMSIG. No one is authorized to

make any warranties on behalf of AMSIG. PURCHASER'S SOLE AND EXCLUSIVE REMEDY FOR BREACH OF THIS WARRANTY IS THE REPAIR OR REPLACEMENT OF NONFORMING COMPONENT AT AMSIG'S SOLE DISCRETION. This Limited Warranty and AMSIG's obligations hereunder are in lieu of all other warranties, express, implied, or statutory, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, and all other obligations or liabilities including special or consequential damages or contingent liabilities arising out of the failure of any product or part to operate properly.

IN JURISDICTIONS WHERE ANY SUCH WAIVER OF WARRANTIES IS NOT PERMITTED, ANY IMPLIED WARRANTIES, INCLUDING MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, SHALL NOT EXTEND BEYOND THE APPLICABLE WARRANTY PERIODS SPECIFIED IN THIS LIMITED WARRANTY. AMSIG'S SOLE LIABILITY WITH RESPECT TO DEFECTIVE PARTS OR FAILURE SHALL BE AS SET FORTH IN THIS LIMITED WARRANTY.

Length of Separate Warranty

Batteries (Deep Cycle)	1.5 years (18 months)
Batteries (AGM D Cycle)	2 years (24 months)
Batteries (Sealed Lead Acid)	1 year (12 Months)
Charger	5 years (60 months)
Hydraulic Pump System	1 year (12 months)
Axles	2 years (24 months)
Axles (Hydraulic/Extra Brakes)	2 years (24 months)
Brakes	2 years (24 months)
Trailer Jack/Industrial Jack	3 years (36 months)
Hopkins Towing Systems	3 years (36 months)
LED Display Panel (AMSIG)	2 years (24 months)
Printed Circuit boards (AMSIG)	2 years (24 months)
Other components not specified	Varies (Contact AMSIG for Information)

This Limited Warranty, dated July 2019, supersedes all prior and undated AMSIG warranty statements, except statements authorized by AMSIG in individual contracts.



American Signal Company, 2755 Bankers Industrial Dr., Atlanta, GA 30360 • T: 770-448-6650 • F: 770-448-8970 • amsig.com

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CMS-T333 Full Matrix

PORTABLE CHANGEABLE MESSAGE SIGN

Full Matrix 28 pixels x 50 pixels

CATALOG NO:
AMS30055269



GENERAL SPECIFICATIONS

The CMS-T333 from American Signal Company represents the latest advances in ALL-LED sign and highway safety technology. This ALL-LED, Full Matrix, Graphics capable display, utilizing 30 degree ITE Amber LEDs, combines American Signal Company's SOLR™ Primary Power System with our high quality trailer to give you the lowest cost and most effective portable/changeable message sign available today.

With the CMS-T333, users have the ability to furnish timely and pertinent traffic information to motorists via text and/or graphic display providing traffic control, incident management, and congestion mitigation that is unmatched by any other information system. American Signal Company's innovative Dynapoint™ Optical Technology, in combination with ultra-bright, wide-angle 30 degree amber LEDs provide enhanced visibility and legibility in both daylight and nighttime conditions.

FEATURES

- Full Matrix 28 Rows x 50 Columns
- 1 line, 2 line, 3 line, 4 line messages
- Graphics and Animations
- 13" to 53" Characters
- Up to 12 Characters per line
- 11 Font sizes
- Minimum 30 day battery run time
- NTCIP Compliant

OPTIONS

- Cellular (CDMA / IxRTT, GSM / GPRS)
- WiFi
- Landline or Ethernet (TCP / IP) Options
- GPS
- Radar Overspeed Detection
- Queue Detection
- VoiceStar™ Highway Advisory Radio
- AIMSTAR™ Adjustable Solar Assembly
- Graphic User Interface Software
- CCTV
- Vehicle Data Logging Capability
- Expanded solar / battery bank

MESSAGING AND LEGIBILITY

- This Full Matrix Display gives you the power to deliver information via larger text and full sign sized graphics.
- Legibility distance over twelve hundred feet (1200').
- Over 200 factory pre-programmed MUTCD compliant messages.
- 11 character fonts with character heights from 13" to 53".
- Our LED design provides outstanding legibility in all weather conditions, with wide angle visibility.



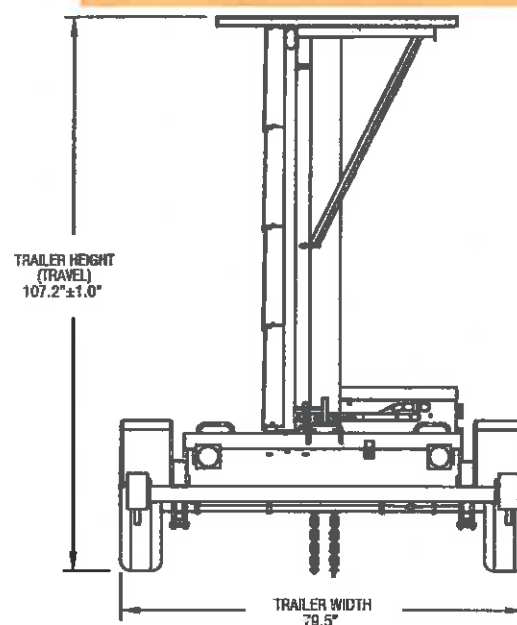
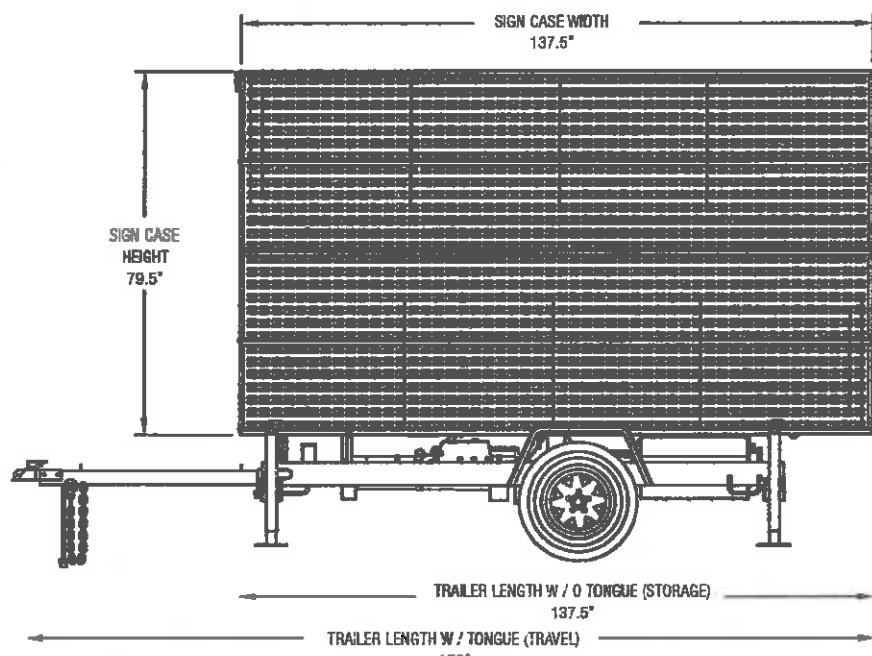
2755 Bankers Industrial Dr. Atlanta, GA 30360
VOICE: 770.448.6650 FAX: 770.448.8970
info@amsig.com / www.amsig.com

* Specifications/Technology is subject to change.
v.1.0 JUL 2015

CMS-T333 Full Matrix

PORTABLE CHANGEABLE MESSAGE SIGN

CATALOG NO:
AMS30055269



PHYSICAL / MECHANICAL

Height (raised)	163.5\" / 4.1m
Height (storage)	107.5\" / 2.7m
Length (tongue)	159\" / 4.0m
Length (w/o tongue)	137.5\" / 3.5m
Width	79.5\" / 2.0m
Sign Case Width	137.5\" / 3.49m
Sign Case Height	79.5\" / 2.0m

SOLR™ PRIMARY POWER OPTION

Battery Life	30 Day standard, expanded battery bank optional
Land Power	On-board charger

CONTROL / OPERATION

Permanent (factory) Messages	230
User-Defined Messages	200
Message Sequences	250
Control Panel Display	Backlit LCD
Graphical Messages & Animations	150

ELECTRICAL / DISPLAY

Matrix Type	Full Matrix
LEDs Per Pixel	4
Angularity	30 Degrees
Speed-Variable	.10 sec increments
Timing	
Matrix Size	28 Rows x 50 Columns
LED Color	590 nm ITE Amber / Yellow
Character Size	13\" to 53\"

CHARACTER FONTS

Pixel Matrix	Normal Height	Characters Per Line	Lines Sign Face
3 x 5	13"	12	4
4 x 5	13"	10	4
3 x 7	18"	12	3
4 x 7	18"	10	3
5 x 7	18"	8	3
5 x 7w	18"	7	3
7 x 7	18"	6	3
7 x 7w	18"	5	3
6 x 11	28"	7	2
7 x 20	53"	6	1



GS-07F-0399L

* Specifications/Technology is subject to change. v.1.0 JUL 2015



July 13, 2020

The City of Biddeford Police Department
Chief's Office
39 Alfred Street
Biddeford, ME 04005

Re: REQUEST FOR PROPOSALS PORTABLE CHANGEABLE MESSAGE SIGNS

Dear Chief Beaupre & Lt. Doyon,

Thank you for the opportunity to submit information regarding the Wanco Metro Matrix Trailer with TrafficCloud remote cloud based traffic data management suite for the City of Biddeford Police Department.

The Wanco family of signs with TrafficCloud is the fastest, easiest way to provide messaging, traffic calming, and speed control. This Wanco Metro Matrix with TrafficCloud variable message and speed display has no equal with regards to performance, durability and warranty. All Traffic Solutions in partnership with Wanco is the premier manufacturer of radar signs, variable message signs, radar and variable message signs and speed display trailers. Our solutions are sold to police departments, municipalities and state DOTs. Founded in 2000, we have been providing premium quality equipment to our customers, providing longer lasting, more durable and lighter weight signs compared to our competitors.

All of our signs are manufactured in the USA in State College, PA and Arvada, CO comply with both the Buy America and Buy American acts. They are constructed of continuous weld steel with marine-grade powder coat finish, can withstand all weather conditions, and are durable enough to last 8 to 10 years. We have deployed over 10,000 signs across the USA and most are still being used today.

Supporting municipalities and law enforcement agencies for over 20 years, ease of deployment and use is paramount to the design of Wanco Metro Matrix Trailer. No costly 3rd party technical support is needed for installation. Operation of the signs can be done via onboard control panel on the trailer, bluetooth to desktop software or mobile app, and via our patented cloud-based software, TrafficCloud.

All Traffic Solutions, Inc. and Wanco Metro Matrix Trailer meet or exceed the requirements of this Bid opportunity.

The City of Biddeford Police Department deserves a partner that consistently exceeds expectations. We are excellent partners and hope to be, now and in the future. Should there be any questions, please contact Bob Keens at 401-678-0511 or bkeens@alltrafficsolutions.com.

On behalf of ATS, we look forward to the opportunity to work with the City of Biddeford Police Department.

Respectfully submitted,

A handwritten signature in cursive script that reads "Andy".

Andy Souders
CEO/President

**Mail Purchase
Orders to:**

3100 Research Dr.
State College, PA
16801

All Traffic Solutions Inc.
12950 Worldgate Dr #310
Herndon, VA 20170
Phone: 814-237-9005
Fax: 814-237-9006
DUNS #: 001225114
Tax ID: 25-1887906
CAGE Code: 34FQ5

QUOTE Q-51922**DATE:** 07/13/2020**PAGE
NO:**
1**Questions contact:****MANUFACTURER:
All Traffic Solutions**

Bob Keens
(866) 366-6602
x 265
bkeens@alltrafficsolutions.com

Independent Sales Rep**BILL TO:**

City of Biddeford PD
39 Alfred Street
Biddeford ME 04005

SHIP TO:

City of Biddeford PD
39 Alfred Street
Biddeford ME 04005
Attn:

Billing Contact:

PAYMENT TERMS: Net 30
CUSTOMER: City of Biddeford PD
CONTACT: ext, 0

ITEM NO:	DESCRIPTION:	QTY:	EACH:	EXT. PRICE:
4001429	Wanco Metro Matrix WVTMM-M-PD Full Matrix Message Display, NTCIP with TrafficBridge, with trailer, 48" x 71" display, touch screen controller, 400Ah battery kit, 15A charger, 85W solar, 360 rotation, 2" hitch, axle lock bar, White (InstAlert 38)	4	\$15,895.00	\$63,580.00
4001131	InstAlert 48, 68 Radar Option, enables Your Speed message	4	\$1,200.00	\$4,800.00
4001386	App, Traffic Suite NTCIP (12mo)	4	\$1,450.00	\$5,800.00
4001229	InstAlert 48, 68 Telescoping, Autolocking Outrigger Option	4	\$350.00	\$1,400.00
4001299	3 Year Warranty	4	\$4,995.00	\$19,980.00
4000641	Shipping and Handling Common Carrier	1	\$4,400.00	\$4,400.00

Special Notes:**SALES
AMOUNT:**

\$99,960.00

**TOTAL
USD:**

\$99,960.00

Duration: This quote is good for 60 days from date of issue.

Shipping Notes: All shipments shall be FOB shipper. Shipping charges shall be additional unless listed on quote.

Taxes: Taxes are not included in quote. Please provide a tax-exempt certificate or sales tax will be applied.

Warranty: Unless otherwise indicated, all products have a one year warranty from date of sale. Warranty extensions are a component of some applications that are available at time of purchase. A Finance Charge of 1.5% per month will be applied to overdue balances. GSA GS-07F-6092R

WANCO METRO MESSAGE SIGN POWERED BY ATS TRAFFICLOUD®

ALL TRAFFIC
SOLUTIONS



Compact portable message signs for high visibility with a smaller footprint.

TraffiCloud-enabled for easy remote access.

- Energy efficient and superior performance
- Full-matrix message display available in two sizes
- Optional color display
- Preprogrammed, custom and MUTCD graphics
- Easiest programming in the industry

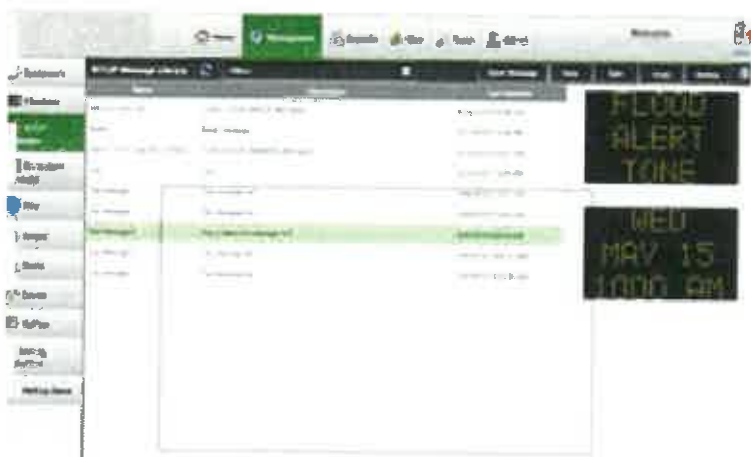
The Wanco Metro Message Sign powered for TraffiCloud features a full matrix of high-efficiency LEDs for reduced energy consumption, superior performance and outstanding legibility. The display can present messages as text, graphics or a combination of both. Pre-programmed messages include MUTCD graphics and bold arrows.

The compact Metro Message trailer is easy to maneuver and deploy, particularly in urban areas where traffic is heavy and space is limited. For optimal positioning, the display cabinet rotates independent of the trailer, and its height is fully adjustable with a hand-operated winch. Features convenient cloud-based programming in TraffiCloud.



Wanco Metro Message Sign (Large)

- Deployed footprint, W x L : 68 x 55 in.
(172 x 139 cm)
- Sign cabinet size, W x H: 96 x 48 in. (244 x 122 cm)
Deployed height: 134 in. (340 cm)
- Travel height: 92 in. (232 cm)
- Weight: approx. 1500 lbs. (680 kg)
- Tires 15-inch
- Amber display :60 x 30 pixels
- Optional color display: 50 x 24 pixels
- Red, Blue, Green, Amber, White
- Fonts: 12 fonts Default font: 11 in., 5 x 9 pixels per character, 3 lines of 10-characters maximum
- Power: Batteries, solar



TrafficCloud makes it easy to schedule and change sign messages from any Internet connection

Wanco Metro Message Sign (Medium)

- Deployed footprint, W x L : 68 x 55 in.
(172 x 139 cm)
- Sign cabinet size, W x H: 71 x 48 in. (244 x 122 cm)
- Deployed height: 134 in. (340 cm)
- Travel height: 92 in. (232 cm)
- Weight: approx. 1400 lbs. (635kg)
- Tires 15-inch
- Amber display: 48 x 30 pixels
- Fonts: 12 fonts Default font: 11 in., 5 x 9 pixels per character, 3 lines of 8-characters maximum
- Power: Batteries, solar
- Capacitive touch screen controller located on back of display cabinet
- Intuitive full-color interface with large "buttons"
- Safer programming at eye level
- Better traffic visibility
- Multi-level password protection and lockable control box
- Out of reach of the casual hacker
- NTCIP compliant
- The compact Metro Message Sign with trailer is easier to maneuver than full-size signs and fits just about anywhere.
- Standard tow hitch and removable draw bar.
- Meets NEMA TS 4-2005 Section 2 for ambient temperature, vibration, shock, ESD and RFI

TraffiCloud™ Web-based Management Services

- TraffiCloud provides remote sign management
- Turnkey system. Sign to web connection functional upon ship. Unit connects to TraffiCloud system automatically when sign powered
- Password-protected system with five levels of access
- Unlimited authorized users within account can have access to data
- Web-based user interface is always up to date and continually receives applicable enhancements
- Fully hosted web-based management system
 - o Any Internet-connected device and browser provide anywhere access.
 - o Device agnostic – works on any Internet-connected device with browser including PC, Mac, Android and iOS
 - o No IT involvement or support needed – System bypasses customer network, eliminating firewall issues
 - o No additional hardware or network appliances necessary
 - o No software or middleware to install for remote management
 - o Wireless cellular connection provided by ATS, no separate charges
 - o Hosted database requires no setup or maintenance by customer
- Make changes at the sign using onboard control

TraffiCloud Applications Included

Equipment management:

- o Manage equipment remotely
- o Check status and change settings/messages from any Internet-connected computer
- o Remotely accessible settings (as applicable to sign model)

Messages Library:

- o Change messages on one or all signs remotely in real time
 - o Schedule sign modes and messages with no limitations on number of windows or screens, repeat daily, weekly or set weekday/weekend schedules
 - o Monitor current sign configuration and power levels
 - o Monitor moves, both planned and unplanned
- TraffiCloud applications included in the Traffic Suite

Alerts:

- o Select when and whom/who is alerted
- o Receive email and/or text message alerts for low battery

**ALL TRAFFIC
SOLUTIONS**



All Traffic Solutions

12950 Worldgate Drive, Suite 310, Herndon, VA 20170

P. 866-366-6602 E. sales@alltrafficsolutions.com

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REQUEST A QUOTE NOW

ATS TRAFFICLOUD WEB-BASED MANAGEMENT SERVICES

For Wanco Radar-enabled Message Signs

ALL TRAFFIC
SOLUTIONS



TraffiCloud provides remote management for Wanco message signs

- Turnkey system, connectivity is built-in and automatic
- Password-protected system with five levels of access
- Unlimited authorized users within account can have access to data
- Web-based user interface is always up to date and continually receives applicable enhancements
- Fully hosted web-based management system
- An Internet-connected device and browser access from anywhere
 - o Compatible with PC, Mac, Android and iOS via browser
 - o Hosted database requires no setup or maintenance by customer
 - o Secure solution encrypts collected data
 - o No IT burden or support necessary
 - o Independent system with no firewall issues, no additional hardware or network appliances and no software or middleware to install for remote management
 - o Wireless cellular connection provided by ATS, no separate charges from carrier
 - o Virtually "hack-proof" wireless connectivity employs multiple security measures
- Setting and configuration changes are synchronized bidirectionally; TraffiCloud to equipment and equipment to TraffiCloud

TraffiCloud Applications

TraffiCloud Apps are included in the Message Suite as noted. Equipment Management (TS & MS): Manage equipment remotely with settings applicable to the specific equipment.

- Check status and change settings/messages from any Internet-connected computer-monitor current sign configuration and power levels
- Remotely accessible settings (as applicable to equipment type)
- Speed limit for display and data collection devices
- Display options for speed displays: Max and min speed displayed, Stealth mode (collect traffic data without influencing speed), Speed limit display, Violator alert activation, Radar sensitivity
- Messaging
 - o Messages – library on server, library on sign
 - o Single sign or global message deployment (one to one or one to many)
- Schedule sign modes and messages as connected equipment permits
- Monitor sign location with GPS, potential for tracking stolen equipment

Reporting

TraffiCloud patented web-based system with hosted database that efficiently collects, compiles and distributes information. Automated traffic data upload from equipment to server enables extensive reports.

Reporting (continued):

TrafficCloud patented web-based system with hosted database that efficiently collects, compiles and distributes information. Automated traffic data upload from equipment to server enables extensive reports.

- Identify trends to optimize resource allocation and be proactive
- Charts and graphs for all data to accommodate recipient needs
- Reports exportable to PDF
- Automate report delivery on a set schedule to receive selected reports in your email automatically and/or to whoever you choose

Extensive filters for:

- o Data availability display on report UI to determine optimal date range selection
- o Time buckets from 15 minutes to one hour
- o Time and date range with auto trim of data to data extents within range
- o Quick range selections for last 7, 30, 60, 90 days
- o Select specific days of the week
- o Select specific lanes, directions or all lanes as applicable to equipment
- o Select specific classification lengths as applicable to equipment
- o Summary with volumes, min and max speed, average and 85% speed, pace speed, compliance and classification counts
- o Raw data counts as applicable to equipment
- o Volume by time, speed and time, classification and time
- Compliance and Risk compared to speed limit with adjustable low, medium and high risk ranges – provides visual indicator of traffic safety program effectiveness

- Enforcement Priorities, ranking locations with highest number of violators, weighted by volume or speed
 - o Occupancy to determine roadway utilization and service level
 - o Effectiveness of the traffic calming program in slowing vehicles for units with speed displays
- TrafficCloud patented web-based system with hosted database efficiently collects, compiles and distributes information. Automated traffic data upload from equipment to server enables extensive reports.

Mapping:

Manage traffic safety program through intuitive interactive map of your community. Interactive map provides window to system information and functions.

- Set up sites on map for equipment and data collection locations
- Visualize equipment by location with relevant settings
- Current equipment location verified with GPS or to show location conflicts between server location and sign GPS (stolen sign) with GPS-enabled equipment

Alerts

Select when and who is alerted

- Alerts for low and very low battery, includes GPS location if GPS equipped and powered
- High speed and congestion alerts
- Configure alert thresholds and recipients—each type of alert can have different recipient(s), and can vary by specific piece of equipment
- Receive email and/or SMS alerts
- Alerts include images if enabled

Other Applications

Drive Times Sensor-Free Time to Destination

- Create route within TrafficCloud, including waypoints to lock in specific route
- Create message utilizing route time, with one route available per screen in a message
- Optimize traffic flow by dynamically directing traffic via the least congested route

Conditional Sensor Messaging

Incorporating sensor or Internet data in messages

- Display data such as wind speed, vehicle weight, flood warnings and weather advisories based upon local sensors or remoted data

Open system can accept and send data to other systems, please ask us for details.

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All Traffic Solutions

12950 Worldgate Drive, Suite 310, Herndon, VA 20170

P. 866-366-6602 E. sales@alltrafficsolutions.com

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Finance Committee

Meeting Date: July 21, 2020

Meeting Time: 5:00

Agenda Item No: 4.2

Item Description: Approval/Citrix Upgrade

Submitted by: Jerry Gerlach, IT Director

Supporting Information/Documentation:

Systems Engineering Quote

Key Terms:

N/A

Executive Summary:

Upgrade Citrix environment to include

- Citrix servers (5)
- Xenservers(2)
- Storefront server
- Access Gateway Server

Detailed Review:

The City uses Citrix XenDesktop to deliver applications to end users on site and remotely. The Citrix platform allowed us to quickly provide users the ability to work from home. With the current situation we were unable to complete a Citrix upgrade.

We would like to get this upgrade completed so in the event users need to work from home again we can offer a better, faster, more secure system. Our current version is already end of life.

Our Citrix infrastructure consists of five Citrix servers, two Zenservers, one storefront server, and one Gateway server. All of these are running on unsupported versions.

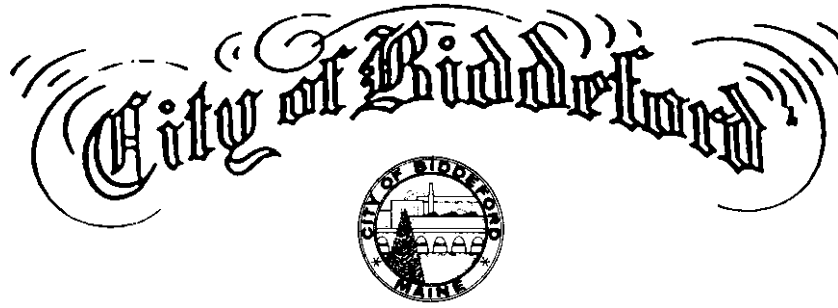
This would be sole source as Systems Engineering is our total solutions provider. The quote is for time and materials not to exceed \$25,180. During the upgrade staff will be able to take on tasks that will reduce the cost.

Funding Source:

\$25,180.00 FY20 CIP

Staff Recommendation:

Approve expenditure to allow for the Citrix upgrade not to exceed \$25,180.



2020.56

IN BOARD OF CITY COUNCIL...JULY 21, 2020

BE IT ORDERED, that the City Council of the City of Biddeford does hereby approve proceeding with a Citrix Upgrade in an amount not to exceed \$25,180 as per the quotation from Systems Engineering. Funding for the upgrade is included in the FY20 CIP.

Note: The upgrade was delayed to the outbreak of Covid-19 and associated work practice restrictions.



Citrix Virtual Apps Upgrade

Prepared for:
City of Biddeford

Prepared by:
Mark Jutkiewicz
May 29, 2020

Introduction

City of Biddeford has requested a proposal for an upgrade project of their Citrix environment. Biddeford will be providing all new servers on Server 2019. It will include Two Xencontrollers, Storefront, and Netscaler. The City is having issues with Citrix and needs to upgrade before Citrix will support assistance.

Statement of Work

Scope of Work

Install and Configure VMs for Citrix Virtual Apps 7

City of Biddeford will provision Windows Server 2019 VMs (2 DCC/Storefront, 6 Application Servers)

Configure Windows Server VMs to SE's Standard Build Spec

Install and Configure RDS Licensing and install licenses

Install and Configure Citrix Licensing and install licenses

Install and Configure Citrix Delivery Controller, Studio, Director and StoreFront on 2 VMs

Install and publish desktops and applications

Decommission old Citrix server

Install and Configure Citrix NetScalers

City of Biddeford will deploy 2 Citrix ADC (Netscaler) appliances on Scale

Configure Netscalers in an HA configuration

Modify firewall to forward traffic to Netscalers

Configure integration with (2) Storefront servers

Configure access for mobile devices

Integrate with pre-existing multi-factor authentication

Install SSL Certificate

Provide remote access instructions

Install and Configure Citrix Profile Manager

Install Citrix CPM

Verify / configure profile share with recommended permissions

Create Policies in Studio for Citrix Profile Manager

Assign policy to users

Test / verify that CPM is working as expected

Project Management

Project and schedule creation

Project kickoff

Change management

Weekly status updates

Project closeout

Assumptions

Constraints

Profiles to do not migrate from Windows Server 2012 R2 to 2019 - the migration of profiles and settings will be best effort. Any excessive time in this effort will be considered Out of Scope.

Assumptions

All software, printers and peripherals are compatible with Windows Server 2019

Client has vendor support agreements for all applications

All software installers and keys are readily available for installation

Adequate disk space is available for the new VMs

Citrix licensing is current and will be applied to the new XenApp environment

Out of Scope

Installation or troubleshooting of applications found incompatible with Windows Server 2019

Requirements

Printers must be compatible with Windows 2019



Product

Product Description	Qty	Price	Ext. Price
Microsoft Windows Remote Desktop Services 2019 - License - 1 User CAL - Local Government, Volume - Microsoft Open License for Government - English - PC	40	\$109.00	\$4,360.00

Subtotal: **\$4,360.00**

T&M Labor

Product Description	Qty	Price	Ext. Price
Senior Engineering Labor	108	\$175.00	\$18,900.00
Standard Engineering Labor	12	\$160.00	\$1,920.00

Subtotal: **\$20,820.00**

4. **SCOPE OF SUPPORT.** All SE services described in this proposal apply only to hardware and software product versions that are within the manufacturer's published support dates. SE is under no obligation to provide support for items that are outside of the manufacturer's published support dates. Further, any software product that is past its end of support date will no longer receive any patches from the manufacturer including security updates. therefore, Systems engineering shall not be held responsible and shall have no liability for any damages, losses, causes of action, claims, liabilities, work stoppages, business interruptions and any noncompliance risks associated with unsupported products relative to applicable regulations or other terms of business which may apply to the customer that are caused by, resulting from or related to customer's use of hardware and/or software that are past their respective manufacturer's published support dates.
5. **CONFIDENTIALITY.** This proposal contains confidential information relating to the design, process, and methodology SE uses in designing network infrastructure and security, core server and storage solutions, and in developing technology strategies and plans. These designs, processes and methodologies are owned solely by SE. Disclosure of any design, process or method information included herein to others is expressly prohibited.
6. **OWNERSHIP OF WORK PRODUCT.** The parties acknowledge and agree that all SE work product and deliverables purchased by Customer and delivered by SE as a result of this Proposal, including, without limitation network and core infrastructure design, research reports, technology strategies and plans, applications and process recommendations, and system and user requirements (collectively, the "Deliverables", and all intellectual property rights connected therewith or arising therefrom, shall at all times remain solely in SE, subject to the Customer's license and right to use the Deliverables in accordance with the terms of this Proposal and the MSA, and that such Deliverables shall not be considered a work made for hire within the meaning of the copyright laws of the United States. As such, all rights in the Deliverables, including copyright, shall vest in SE.

In the event that, for any reason whatsoever, the Deliverables shall be considered a "work made for hire" under such copyright laws, then the Customer hereby grants and assigns to SE, and its successors and assigns, all of its right, title and interest in and to the Deliverables including, but not limited to, the copyright therein throughout the world (and any renewal, extension or reversion of copyright now or hereafter provided), and all other rights in the Deliverables of any nature whatsoever, whether now known or hereafter devised including, but not limited to, the right to make such changes in, derivatives of, and uses of the Deliverables as SE may determine.

Customer agrees to assist SE, or its designee, at SE's expense, in every proper way to secure SE's rights in the Deliverables and any copyrights, trademarks, patents or other intellectual property rights relating thereto in any and all countries, including the disclosure to SE of all pertinent information and data with respect thereto and the execution of all applications, specifications, oaths, assignments and all other instruments which SE shall deem necessary in order to apply for and obtain such rights and in order to assign and convey to SE and its successors and assigns the sole and exclusive right, title and interest in and to such Deliverables, and any copyrights, patents or other intellectual property rights relating thereto. The covenants set forth herein shall survive termination of this Agreement.

- 7. CONFLICTS IN PROVISIONS.** In the event of a conflict among the provisions of the MSA and this Proposal with respect only to the services and products provided under this Proposal, the priority of the documents shall be (1) this Proposal and (2) the MSA.
- 8. AUTHORITY.** The Customer warrants the person signing this Proposal on behalf of Customer is authorized to do so, and that Customer has obtained all approvals and resolutions necessary to enter into this Proposal and to make the Proposal binding upon Customer.
- 9. EXPIRATION OF PROPOSAL.** Unless executed by the parties hereto, this Proposal will expire at the earliest of, (i) thirty (30) days from the date of SE's execution thereof, (ii) the expiration date shown on the signature page of this Proposal or (iii) expiration of any manufacturer's discount included in this Proposal.

2020 Covid-19 Municipal Awareness Campaign Plan

Public Education Awareness

Physical Distancing/ Public health Support

Local Business Assistance



Citrix Virtual Apps Upgrade



Prepared by:

Systems Engineering

Mark Jutkiewicz
207.772.3199
Fax 207.772.0620
mjutkiewicz@systemsengineer
ing.com

Prepared for:

City of Biddeford

205 Main Street City Hall
PO Box 586
Biddeford, ME 04005
Jerry Gerlach
(207) 286-0594
jerry.gerlach@biddefordmaine.org

Quote Information:

Quote #: 001769

Version: 1
Delivery Date:
05/29/2020
Expiration Date:
06/25/2020

Investment Summary

Description	Amount
Product	\$4,360.00
T&M Labor	\$20,820.00

Total: **\$25,180.00**

Taxes, shipping, handling and other fees may apply. Product pricing is subject to change based on availability and manufacturer's discretion. Proposal Terms are attached to this document.

Systems Engineering

City of Biddeford

Signature: 

Name: Mark Jutkiewicz

Title: Account Manager

Date: 05/29/2020

Signature: _____

Name: Jerry Gerlach

Date: _____

Proposal Terms

When signed by both parties, this agreement, including and together with the Service Schedule and the Inventory Schedule attached hereto, and all other exhibits and attachments, if any, shall be deemed to be the "Proposal" and shall be incorporated into and become a part of the currently effective Master Service Agreement, if any, between Systems Engineering ("SE") and the Customer identified below, as the same may be modified from time to time (the "MSA"). The accepted Proposal is effective as of the date of SE's signature ("the Effective Date"). All terms used herein that are not otherwise defined herein shall have the meanings provided in the MSA.

Additional terms and conditions applicable to the work performed hereunder:

1. **ADDITIONAL SERVICE.** SE shall provide the services described in this Proposal as either T&M, Fixed Price Work or Recurring Service Fee, under the terms and conditions set forth in the MSA.
2. **PAYMENT.** As consideration for the services to be provided hereunder, Customer shall pay SE for authorized work as set forth in the Proposal and for all Recurring Services, if any, as set forth in the attached Service Schedule. In addition, Customer shall pay SE for all reasonable preapproved travel and lodging expenses incurred by SE in providing services under this Proposal. Customer is responsible for all travel and lodging expenses of its own employees.
3. **CHANGES AND RETURNS.**
 - a. Changes to Bill of Materials: This Proposal is a best effort at defining the bill of materials (BOM) required for the project defined herein. SE reserves the right to modify the BOM and bill the Customer accordingly as required by such circumstances or occurrences including, but not limited to, product changes by the manufacturer, errors or mistakes in quotes and estimates issued by the manufacturer, product lifecycle issues, product availability issues, or actual material requirements.
 - b. Third-Party Licensing. Customer shall be responsible for the payment of all recurring third-party licensing fees and charges for Equipment, software and other technology ordered as part of this Proposal and for any increase in the cost for that licensing originated by the manufacturer.
 - c. Returns. Products shall not be returned by Customer without SE's prior written authorization. Authorization will not be unreasonably withheld; however, it will be subject to the extent the return policy of each manufacturer will allow. Any authorized returns shall be returned at Customer's sole expense, freight prepaid. Customer shall be responsible for any third-party restocking fee that Customer incurs. Returns of special order or made-to-order items are not allowed. No returns shall be accepted following 30 days after delivery to either SE or the Customer. No credit will be issued for shipping charges or other special expenses.



Finance Committee

Meeting Date: July 21, 2020

Meeting Time: 5:00

Agenda Item No: 4.3.

Item Description: Approval/3 Lincoln Street Site Development Stormwater Infrastructure

Submitted by: Brian S. Phinney, COO

Supporting Information/Documentation:

Stormwater Permit

Stormwater Infrastructure Cost Detail

Key Terms:

N/A

Executive Summary:

As part of the parking garage permitting process for a Maine DEP stormwater permit the entire site was permitted in order to expedite permitting. Now that the permit has been received, the stormwater management system will need to be constructed concurrent with garage construction. The cost for the stormwater system is \$780,069.49. This cost has been prorated for the site with approximately 26% allocated to the parking garage project (\$220,869.49) and approximately 74% allocated to the remainder of the site (\$577,200). New development will contribute a prorated share of the system as the site is developed. Utilizing \$31,212 of the project contingency to offset the city's contribution, a check for \$545,988 would be due at closing.

Detailed Review:

A stormwater permit is required for the garage construction project. In preliminary discussions with the Maine DEP, the Department indicated that permitting would likely take a full 180 days. Staff's review found that the Department would allow 3rd party review of an application, which the parties took advantage of through Cumberland County Soil and Water District. Rather than run through this process twice, once now and again when the greater 3 Lincoln Street site is developed, the parties filed a joint application with certain assumptions about the amount of impervious surface at full buildout. This process reduced application review by approximately 154 days, assuming the Department would have taken the full 180 days as indicated.

The stormwater management system will need to be constructed concurrent with garage construction so that the stormwater system is available once the garage opens. The cost for

the stormwater system is \$780,069.49. Given that the garage will only contribute a portion of the stormwater load to the stormwater system the garage contribution has been prorated with approximately 26% allocated to the parking garage project (\$220,869.49) and approximately 74% allocated to the remainder of the site (\$577,200). New development will contribute a prorated share of the system as future development occurs at the site similar to the model used for development of an industrial park.

The project currently has a development contingency of \$31,212. Applying this contingency to the City's contribution leaves a balance of \$545,988, which would be due after closing.

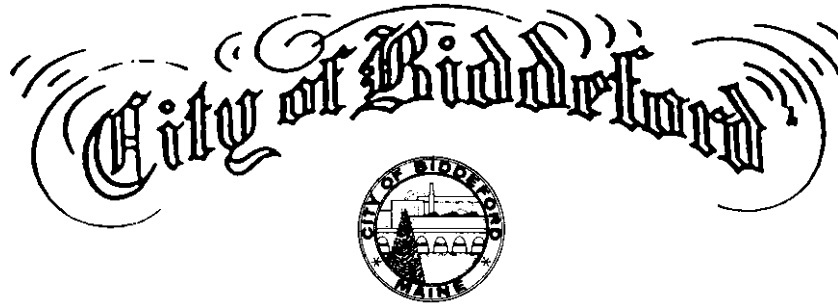
PC Construction is the contractor selected for garage construction. In order to maximize economy of scale and reduce the number of contractors on site, the intent would be to have PC Construction coordinate installation of the stormwater system concurrent with the initial subsurface work needed for garage construction. Biddeford's Public Works Department and Engineering Division were asked to review the project pricing and to consider construction of the stormwater system. With regard to pricing, it is staff's opinion that the project costs are competitive and appropriate. With regard to construction by Biddeford personnel, personnel have the technical ability to complete the installation but with scheduled work there would be no significant cost or efficiency advantage. In other words, having city personnel complete stormwater installation would require hiring of contractors to complete the scheduled city work. Additionally, a City crew would contribute to additional congestion at the site at a time when parking, site laydown, and general space availability are already at a premium.

Funding Source:

TIF Funding

Staff Recommendation:

Approve an expenditure \$545,988 from the TIF account for construction of the 3 Lincoln Street stormwater treatment system in advance of future site development.



2020.60

IN BOARD OF CITY COUNCIL....JULY 21, 2020

BE IT ORDERED, that the City Council of the City of Biddeford does hereby authorize the City Manager to release payment in the amount of \$545,988 to Biddeford Riverwalk Community 1, LLC for construction of a site stormwater management system at the 3 Lincoln Street property in support of the garage project and future development of the site. Funding for the payment shall be from the TIF Fund.

Note: The total cost of the stormwater management system is \$780,069.49 with \$220,869.49 born by Biddeford Riverwalk Community 1, LLC, as a project cost and \$31,212 contributed from project contingency.

Stormwater Infrastructure Cost Detail

WORK ITEM	UNIT	QUANTITY	MATERIAL	EQUIPMENT	LABOR	SUBCONTRACTOR	TOTAL
<u>SUPPLY AND INSTALL NEW CATCH BASIN</u>	<u>EACH</u>	<u>15</u>					
SUPPLY CATCH BASIN	EACH	15	\$ 3,961.00				\$ 59,415.00
CRUSHED STONE BEDDING	CU YD	30	\$ 21.00				\$ 630.00
DUMP TRUCK - DELIVER STONE TO SITE	HOURL	3.5		\$ 100.00			\$ 350.00
SELECT BACKFILL	CU YD	240	\$ 8.00				\$ 1,920.00
DUMP TRUCK - DELIVER SELECT BACKFILL TO SITE	HOURL	25		\$ 100.00			\$ 2,500.00
EXCAVATOR	HOURL	38		\$ 280.00			\$ 10,640.00
LOADER	HOURL	38		\$ 170.00			\$ 6,460.00
DUMP TRUCK	HOURL	38		\$ 100.00			\$ 3,800.00
SUPERVISER	HOURL	38			\$ 100.00		\$ 3,800.00
FOREMAN	HOURL	38			\$ 80.00		\$ 3,040.00
LABORER	HOURL	38			\$ 50.00		\$ 1,900.00
LABORER	HOURL	38			\$ 50.00		\$ 1,900.00
TRENCH BOX	DAILY	4		\$ 290.00			\$ 1,160.00
<u>SUPPLY AND INSTALL NEW DRAIN MANHOLES</u>	<u>EACH</u>	<u>2</u>					
SUPPLY CATCH BASIN	EACH	2	\$ 1,292.00				\$ 2,584.00
CRUSHED STONE BEDDING	CU YD	4	\$ 21.00				\$ 84.00
DUMP TRUCK - DELIVER STONE TO SITE	HOURL	0.4		\$ 100.00			\$ 40.00
SELECT BACKFILL	CU YD	32	\$ 8.00				\$ 256.00
DUMP TRUCK - DELIVER SELECT BACKFILL TO SITE	HOURL	3.5		\$ 100.00			\$ 350.00
EXCAVATOR	HOURL	5		\$ 280.00			\$ 1,400.00
LOADER	HOURL	5		\$ 170.00			\$ 850.00
DUMP TRUCK	HOURL	5		\$ 100.00			\$ 500.00
SUPERVISER	HOURL	5			\$ 100.00		\$ 500.00
FOREMAN	HOURL	5			\$ 80.00		\$ 400.00
LABORER	HOURL	5			\$ 50.00		\$ 250.00
LABORER	HOURL	5			\$ 50.00		\$ 250.00
TRENCH BOX	DAILY	0.5		\$ 290.00			\$ 145.00
<u>SUPPLY AND INSTALL 3" HDPE STORM DRAIN</u>	<u>LIN FT</u>	<u>40</u>					
SUPPLY 3" PIPE	LIN FT	40	\$ 1.26				\$ 50.40
CRUSHED STONE BEDDING	CU YD	5	\$ 22.00				\$ 110.00
DUMP TRUCK - DELIVER STONE TO SITE	HOURL	0.5		\$ 100.00			\$ 50.00
GRANULAR BORROW (SELECT BACKFILL OVER PIPE)	CU YD	9	\$ 8.00				\$ 72.00
DUMP TRUCK - DELIVER SELECT BACKFILL TO SITE	HOURL	1		\$ 100.00			\$ 100.00
EXCAVATOR	HOURL	2.2		\$ 280.00			\$ 616.00
LOADER	HOURL	2.2		\$ 170.00			\$ 374.00
DUMP TRUCK	HOURL	2.2		\$ 100.00			\$ 220.00
SUPERVISER	HOURL	2.2			\$ 100.00		\$ 220.00
FOREMAN	HOURL	2.2			\$ 80.00		\$ 176.00
LABORER	HOURL	2.2			\$ 50.00		\$ 110.00
LABORER	HOURL	2.2			\$ 50.00		\$ 110.00
TRENCH BOX	DAILY	0.22		\$ 290.00			\$ 63.80
<u>SUPPLY AND INSTALL 12" STORM DRAIN</u>	<u>LIN FT</u>	<u>220</u>					
SUPPLY 12" PIPE	LIN FT	220	\$ 10.25				\$ 2,255.00
CRUSHED STONE BEDDING	CU YD	41	\$ 22.00				\$ 902.00
DUMP TRUCK - DELIVER STONE TO SITE	HOURL	4.5		\$ 100.00			\$ 450.00

GRANULAR BORROW (SELECT BACKFILL OVER PIPE) CU YD	61	\$	8.00		\$	488.00
DUMP TRUCK - DELIVER SELECT BACKFILL TO SITE HOUR	6.75			\$ 100.00		\$ 675.00
EXCAVATOR HOUR	15			\$ 280.00		\$ 4,200.00
LOADER HOUR	15			\$ 170.00		\$ 2,550.00
DUMP TRUCK HOUR	15			\$ 100.00		\$ 1,500.00
SUPERVISER HOUR	15				\$ 100.00	\$ 1,500.00
FOREMAN HOUR	15				\$ 80.00	\$ 1,200.00
LABORER HOUR	15				\$ 50.00	\$ 750.00
LABORER HOUR	15				\$ 50.00	\$ 750.00
TRENCH BOX DAILY	1.25		\$	290.00		\$ 362.50
<u>SUPPLY AND INSTALL 15" STORM DRAIN</u>	<u>LIN FT</u>	<u>170</u>				
SUPPLY 15" PIPE LIN FT	180	\$	13.19			\$ 2,374.20
CRUSHED STONE BEDDING CU YD	40	\$	22.00			\$ 880.00
DUMP TRUCK - DELIVER STONE TO SITE HOUR	4.5			\$ 100.00		\$ 450.00
GRANULAR BORROW (SELECT BACKFILL OVER PIPE) CU YD	47	\$	8.00			\$ 376.00
DUMP TRUCK - DELIVER SELECT BACKFILL TO SITE HOUR	5			\$ 100.00		\$ 500.00
EXCAVATOR HOUR	12			\$ 280.00		\$ 3,360.00
LOADER HOUR	12			\$ 170.00		\$ 2,040.00
DUMP TRUCK HOUR	12			\$ 100.00		\$ 1,200.00
SUPERVISER HOUR	12				\$ 100.00	\$ 1,200.00
FOREMAN HOUR	12				\$ 80.00	\$ 960.00
LABORER HOUR	12				\$ 50.00	\$ 600.00
LABORER HOUR	12				\$ 50.00	\$ 600.00
TRENCH BOX DAILY	1.2		\$	290.00		\$ 348.00
<u>SUPPLY AND INSTALL 18" STORM DRAIN</u>	<u>LIN FT</u>	<u>115</u>				
SUPPLY 18" PIPE LIN FT	120	\$	19.78			\$ 2,373.60
CRUSHED STONE BEDDING CU YD	27	\$	22.00			\$ 594.00
DUMP TRUCK - DELIVER STONE TO SITE HOUR	3			\$ 100.00		\$ 300.00
GRANULAR BORROW (SELECT BACKFILL OVER PIPE) CU YD	43	\$	8.00			\$ 344.00
DUMP TRUCK - DELIVER SELECT BACKFILL TO SITE HOUR	4.75			\$ 100.00		\$ 475.00
EXCAVATOR HOUR	8			\$ 280.00		\$ 2,240.00
LOADER HOUR	8			\$ 170.00		\$ 1,360.00
DUMP TRUCK HOUR	8			\$ 100.00		\$ 800.00
SUPERVISER HOUR	8				\$ 100.00	\$ 800.00
FOREMAN HOUR	8				\$ 80.00	\$ 640.00
LABORER HOUR	8				\$ 50.00	\$ 400.00
LABORER HOUR	8				\$ 50.00	\$ 400.00
TRENCH BOX DAILY	0.8		\$	290.00		\$ 232.00
<u>SUPPLY AND INSTALL 24" STORM DRAIN</u>	<u>LIN FT</u>	<u>1110</u>				
SUPPLY 24" PIPE LIN FT	1120	\$	29.82			\$ 33,398.40
CRUSHED STONE BEDDING CU YD	374	\$	22.00			\$ 8,228.00
DUMP TRUCK - DELIVER STONE TO SITE HOUR	41			\$ 100.00		\$ 4,100.00
GRANULAR BORROW (SELECT BACKFILL OVER PIPE) CU YD	495	\$	8.00			\$ 3,960.00
DUMP TRUCK - DELIVER SELECT BACKFILL TO SITE HOUR	54			\$ 100.00		\$ 5,400.00
EXCAVATOR HOUR	102			\$ 280.00		\$ 28,560.00
LOADER HOUR	102			\$ 170.00		\$ 17,340.00
DUMP TRUCK HOUR	102			\$ 100.00		\$ 10,200.00

SUPERVISER HOUR	102		\$ 100.00	\$ 10,200.00
FOREMAN HOUR	102		\$ 80.00	\$ 8,160.00
LABORER HOUR	102		\$ 50.00	\$ 5,100.00
LABORER HOUR	102		\$ 50.00	\$ 5,100.00
TRENCH BOX DAILY	10	\$ 290.00		\$ 2,900.00

TOTAL FOR ABOVE CATCH BASINS, DRAIN MANHOLES AND STORM DRAIN PIPE: \$ 293,471.90

R-TANKS

ITEM

VALUE

DESCRIPTION	
EXCAVATION - EXPORT	\$ 44,125.00
EXCAVATION - RETAIN FOR SLOPE BACKFILL & FINAL BACKFILL (AFTER ELE 53.35')	\$ 26,000.00
BACKFILL SIDE SLOPES WITH EXCAVATED MAT	\$ 12,111.00
MATERIAL COST; TANKS, LINER, GEOGRID AND MEDIA	\$ 115,421.00
PLACE R-TANKS	\$ 41,482.00
STONE BEDDING (13" BELOW SAND MEDIA)	\$ 22,658.00
SAND MEDIA - 12" OVER R-TANKS	\$ 18,915.00
COMMON BORROW FROM 53.35' TO FINISH GRADE	\$ 14,063.00
STONE BELOW R-TANKS (4")	\$ 9,885.00
STONE ABOVE R-TANKS (12")	\$ 18,810.00
CLEAN COVER	\$ 52,921.45
PLACE 8OZ NON-WOVEN	\$ 2,725.00
PLACE 30 MIL LINER	\$ 2,465.00
PLACE 8OZ NON-WOVEN LINER PROTECTION	\$ 5,600.00
PLACE GEOGRID	\$ 2,232.00
PLACE STRIP DRAINS	\$ 4,480.00
24" COLLECTOR PIPE	\$ 8,609.00
12" MANIFOLD	\$ 8,000.00
DIVERSION STRUCTURES	\$ 10,900.00

TOTAL FOR R-TANKS: \$ 421,402.45

Catch Basins, Pipes and Drains = \$293,471.90

R-Tank System = \$421,402.00

Subtotal = \$714,873.90

Contingency (3.5%) = \$25,202.59

Perf. & Payment Bond = \$4,467.96

Insurance (1%) = \$7,445.44

Fee (4%) = \$30,079.60

TOTAL \$780,069.49



STATE OF MAINE
DEPARTMENT OF ENVIRONMENTAL PROTECTION
17 STATE HOUSE STATION AUGUSTA, MAINE 04333-0017

DEPARTMENT ORDER

IN THE MATTER OF

CITY OF BIDDEFORD &	)	STORMWATER MANAGEMENT LAW
BIDDEFORD RIVERWALK	)	
COMMUNITY 1, LLC	)	
Biddeford, York County	)	
PARKING GARAGE	)	
L-10282-NJ-A-N (Approval)	)	FINDINGS OF FACT AND ORDER

Pursuant to the provisions of 38 M.R.S. § 420-D, and Chapter 500 (06-096 C.M.R. Chapter 500, last amended August 12, 2015) of the Department's Regulations, the Department of Environmental Protection has considered the application of CITY OF BIDDEFORD and BIDDEFORD RIVERWALK COMMUNITY 1, LLC with the supportive data, agency review comments, and other related materials on file and FINDS THE FOLLOWING FACTS:

1. PROJECT DESCRIPTION:

A. History: In Department Order #L-10282-05-A-N, dated December 19, 1984, the Department issued a permit to the City of Biddeford and the Maine Energy Recovery Company which approved the construction and operation of a refuse derived fuel solid waste disposal facility. The Department subsequently issued numerous solid waste permits including Department Order #S-10282-WG-AN-A, dated September 30, 2013, which was an amendment for the closure of the facility. The facility was subsequently demolished with the exception that the building foundation slabs were left in place; some of the building slabs have subsequently been used for parking. The property has a Department issued Commissioner's Certification of Completion of Remedial Actions Under A Voluntary Response Action Plan (VRAP). There are buried and capped PCB contaminated soils in the area adjacent to the river and the railroad. The parcel is located on the northeast corner of the intersection of Lincoln Street and Pearl Street in the City of Biddeford

B. Summary: The applicants propose to remove existing building foundation slabs, divide the parcel into two lots and construct a 44,895 square foot parking garage and a fire lane on Lot 2, which is a 1.63 acre lot in the approximate middle of the 7.28 acre parcel. The project also includes the construction of another fire lane and areas to be converted to lawn on Lot 1, which is 5.32 acres in size. Plan C-102 of the plan set shows an approximately 1.29 acre parking lot to the east of the proposed parking garage; most of this parking lot exists on old building foundation slabs. The applicants propose to reconstruct that parking lot to provide 114 parking spaces for use during construction of the parking garage.

When the parking garage construction is complete this parking lot will be removed and replaced with lawn, as shown on plan number C-102B titled “Biddeford Parking Garage, MERC Site, Biddeford, Maine, Site Plan Layout Phase B,” prepared by Desman Design Management dated March 27, 2020. Any changes to this plan will require a modification of this permit. The project is shown on a set of plans submitted with the application and plan number C-104 is titled “Biddeford Parking Garage, MERC Site, Biddeford, ME, Site Plan-Grading and Utilities,” prepared by Desman Design Management and dated March 9, 2020 with a most recent revision date on any of the plans of March 27, 2020.

The first 500 feet of Pearl Street, from the intersection with Lincoln Street, is proposed to be reconstructed as a 24-foot wide street with on street parking on the north side and eight-foot wide concrete sidewalks on both sides. The reconstruction of Pearl Street is considered to be a maintenance activity as defined by Chapter 500, § 3(R) and does not require approval from the Department.

The Department accepted a Natural Resources Protection Act (NRPA) Permit by Rule Notification Form (PBR #69437) on March 18, 2020, for activities associated with the proposed stormwater management system, shown on Plan C-102B, adjacent to the Saco River. The project will be constructed in accordance with Chapter 305, Section 2 of the Permit by Rule Standards.

C. Current Use of the Site: The site is bound by Lincoln Street to the west, Pearl Street to the south, the Saco River to the east and the Boston & Maine Railroad to the north. The site is partially occupied by the building foundation slabs that remain from the Maine Energy Recovery Company that are currently used as parking lots, gravel areas, surface parking areas, and a smoke stack with cell tower equipment.

2. STORMWATER STANDARDS:

The stormwater management system for the project has been designed to meet the stormwater management requirements for the proposed parking garage and fire lane on the 1.63 acre parcel identified as Lot 2 on Plan C-102, plus additional development on the remaining 5.65 acres. The City of Biddeford anticipates additional redevelopment on the parcel and has based the post development pollutant impact ranking calculations, the treatment level for the redevelopment project, and the sizing of the subsurface sand filter and R-Tanks to accommodate the development shown on Lots 1-4 on drawing number C-10 titled “Master Site Plan, Pearl Street & MERC Redevelopment for Fathom/BE Filter, LLC,” prepared by Acorn Engineering and dated November 19, 2019. The design of the stormwater management system for the theoretical buildout of the entire parcel shown on Plan C-10 includes 6.94 acres of developed area of which 5.66 acres is impervious area. It lies within the watershed of the Saco River. The applicants submitted a stormwater management plan based on the Basic, General and Flooding Standards contained in Department Rules, Chapter 500. The proposed stormwater management system consists of a subsurface sand filter with R-Tanks™.

This Order approves the stormwater management system, the proposed parking garage, the fire lanes and Pearl Street extended to the eastern fire lane.

Future development on other sections of the overall parcel, the applicants must submit a Stormwater Management application that shows the proposed project, a grading plan that includes the stormwater drainage system connections, the weighted average pollutant impact rating with supporting information for the portion of the parcel proposed to be developed, and other material to demonstrate that the proposed development will not change the percentage of developed area that must be treated.

A. Basic Standards:

(1) Erosion and Sedimentation Control: The applicants submitted an Erosion and Sedimentation Control Plan that is based on the performance standards contained in Appendix A of Chapter 500 and the Best Management Practices outlined in the Maine Erosion and Sediment Control BMPs, which were developed by the Department. This plan and plan sheets containing erosion control details were reviewed by, and revised in response to the comments of, the Cumberland County Soil and Water Conservation District (CCSWCD).

Erosion control details will be included on the final construction plans and the erosion control narrative will be included in the project specifications to be provided to the construction contractor.

(2) Inspection and Maintenance: The applicants submitted a maintenance plan that addresses both short and long-term maintenance requirements. The maintenance plan is based on the standards contained in Appendix B of Chapter 500. This plan was reviewed by and revised in response to the comments of the CCSWCD. The applicants will be responsible for the maintenance of the stormwater management system.

Prior to use of the proposed parking garage, the applicants must submit a copy of an executed long-term maintenance contract (minimum of 5 years and renewable) for the on-going maintenance of the subsurface sand filter and R-Tanks™ to the BLR.

Grit, sediment and other materials removed from the stormwater structures during maintenance activities must be disposed of in compliance with the Maine Solid Waste Management Rules.

(3) Housekeeping: The proposed project will comply with the performance standards outlined in Appendix C of Chapter 500.

Based on BLR's review of the erosion and sedimentation control plan and the maintenance plan, the Department finds that the proposed project meets the Basic Standards contained in Chapter 500, § (4)(B) provided that grit, sediment and other materials removed from the stormwater structures during maintenance activities must be disposed of in compliance with the Maine Solid Waste Management Rules and the applicants must submit a copy of an executed long-term maintenance contract (minimum of 5 years and renewable) for the on-going maintenance of the subsurface sand filter and R-Tanks™ to the BLR prior to the use of the parking garage.

B. General Standards:

The applicants' stormwater management plan includes general treatment measures that will mitigate for the increased frequency and duration of channel erosive flows due to runoff from smaller storms, provide for effective treatment of pollutants in stormwater, and mitigate potential thermal impacts. The applicants are using treatment requirements for a redevelopment project as allowed under Chapter 500, § 4(C)(2)(d). The applicants calculated the existing and proposed pollutant impact rating using Table 2 in Chapter 500 and based on these calculations determined using Table 3 in Chapter 500 that 50 percent of development must be treated. The applicants propose to treat runoff from 70.8% of the proposed developed area on both lots.

The stormwater management system proposed by the applicants was reviewed by the CCSWCD and revised in response to comments from the CCSWCD. After a final review, the CCSWCD commented that the proposed stormwater management system is designed in accordance with the Chapter 500 General Standards.

Based on the stormwater system's design and CCSWCD's review, the Department finds that the applicants have made adequate provision to ensure that the proposed project will meet the General Standards in Chapter 500, § 4(C)(2)(d).

C. Flooding Standard:

The applicants are proposing to utilize a stormwater management system based on estimates of pre- and post-development stormwater runoff flows obtained by using Hydrocad, a stormwater modeling software that utilizes the methodologies outlined in Technical Releases #55 and #20 from the U.S.D.A. Soil Conservation Service and detains stormwater from 24-hour storms of 2-, 10-, and 25-year frequency. The post-development peak flow from the site will not exceed the pre-development peak flow from the site and the peak flow of the receiving waters will not be increased as a result of stormwater runoff from the development site. The subsurface sand filter and R-Tank™ system will be connected to an existing storm drain in the east end of Pearl Street that discharges into the Saco River.

The CCSWCD commented that the proposed system is designed in accordance with the Flooding Standard contained in Chapter 500, § 4(F).

Based on the system's design and BLR's review, the Department finds that the applicants have made adequate provision to ensure that the proposed project will meet the Flooding Standard contained in Chapter 500, § 4(F) for peak flow from the project site.

The Department further finds that the proposed project will meet the Chapter 500 standards for discharges to public storm sewer systems.

BASED on the above findings of fact, and subject to the conditions listed below, the Department makes the following conclusions pursuant to 38 M.R.S. § 420-D, and Chapter 500 of the Department's Regulations:

- A. The applicants have made adequate provision to ensure that the proposed project will meet the Chapter 500 Basic Standards for: (1) erosion and sediment control; (2) inspection and maintenance; (3) housekeeping; and (4) grading and construction activity provided that grit, sediment and other materials removed from the stormwater structures during maintenance activities must be disposed of in compliance with the Maine Solid Waste Management Rules and that the applicants must submit a copy of an executed long-term maintenance contract (minimum of 5 years and renewable) for the on-going maintenance of the subsurface sand filter and R-Tanks™ to the BLR prior to the use of the parking garage.
- B. The applicants have made adequate provision to ensure that the proposed project will meet the Chapter 500 General Standards.
- C. The applicants have made adequate provision to ensure that the proposed project will meet the Chapter 500 Flooding Standard.
- D. The applicants have made adequate provision to ensure that the proposed project will meet the Chapter 500 standards for discharges to public storm sewer systems.

THEREFORE, the Department APPROVES the above noted application of the CITY OF BIDDEFORD and BIDDEFORD RIVERWALK COMMUNITY 1, LLC to construct a stormwater management system for a parking garage and other development as described above in Biddeford, Maine, SUBJECT TO THE FOLLOWING CONDITIONS, and all applicable standards and regulations:

- 1. The Standard Conditions of Approval, a copy attached.
- 2. In addition to any specific erosion control measures described in this order, the applicants shall take all necessary actions to ensure that its activities or those of its agents do not result in noticeable erosion of soils or fugitive dust emissions on the site during the construction and operation of the project covered by this approval.
- 3. Severability. The invalidity or unenforceability of any provision, or part thereof, of this License shall not affect the remainder of the provision or any other provisions. This License shall be construed and enforced in all respects as if such invalid or unenforceable provision or part thereof had been omitted.
- 4. The applicants shall include in all conveyances of subdivision lots deed restrictions making the conveyance subject to all terms and conditions of this Department Order, particularly those conditions related to maintenance of the stormwater management system. These terms and conditions may be incorporated by specific and prominent reference to the permit in the deed. All conveyances required by this approval to contain

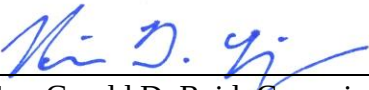
restrictions shall include in the restrictions the requirement that any subsequent conveyance shall specifically include the same restrictions.

5. Grit, sediment and other materials removed from stormwater structures during maintenance activities shall be disposed of in compliance with the Maine Solid Waste Management Rules.
6. The applicants shall submit a copy of an executed long-term maintenance contract for the on-going maintenance of the subsurface sand filter and R-Tanks™ to the BLR prior to the use of the parking garage.

THIS APPROVAL DOES NOT CONSTITUTE OR SUBSTITUTE FOR ANY OTHER REQUIRED STATE, FEDERAL OR LOCAL APPROVALS NOR DOES IT VERIFY COMPLIANCE WITH ANY APPLICABLE SHORELAND ZONING ORDINANCES.

DONE AND DATED IN AUGUSTA, MAINE, THIS 8TH DAY OF APRIL, 2020.

DEPARTMENT OF ENVIRONMENTAL PROTECTION

BY: 
For: Gerald D. Reid, Commissioner

PLEASE NOTE THE ATTACHED SHEET FOR GUIDANCE ON APPEAL PROCEDURES.

CGW/L10282AN/ATS#85869

FILED
April 8, 2020
State of Maine
Board of Environmental Protection

STORMWATER STANDARD CONDITIONS

STRICT CONFORMANCE WITH THE STANDARD AND SPECIAL CONDITIONS OF THIS APPROVAL IS NECESSARY FOR THE PROJECT TO MEET THE STATUTORY CRITERIA FOR APPROVAL

Standard conditions of approval. Unless otherwise specifically stated in the approval, a department approval is subject to the following standard conditions pursuant to Chapter 500 Stormwater Management Law.

- (1) Approval of variations from plans. The granting of this approval is dependent upon and limited to the proposals and plans contained in the application and supporting documents submitted and affirmed to by the permittee. Any variation from these plans, proposals, and supporting documents must be reviewed and approved by the department prior to implementation. Any variation undertaken without approval of the department is in violation of 38 M.R.S. §420-D(8) and is subject to penalties under 38 M.R.S. §349.
- (2) Compliance with all terms and conditions of approval. The applicant shall submit all reports and information requested by the department demonstrating that the applicant has complied or will comply with all terms and conditions of this approval. All preconstruction terms and conditions must be met before construction begins.
- (3) Advertising. Advertising relating to matters included in this application may not refer to this approval unless it notes that the approval has been granted WITH CONDITIONS, and indicates where copies of those conditions may be obtained.
- (4) Transfer of project. Unless otherwise provided in this approval, the applicant may not sell, lease, assign, or otherwise transfer the project or any portion thereof without written approval by the department where the purpose or consequence of the transfer is to transfer any of the obligations of the developer as incorporated in this approval. Such approval may only be granted if the applicant or transferee demonstrates to the department that the transferee agrees to comply with conditions of this approval and the proposals and plans contained in the application and supporting documents submitted by the applicant. Approval of a transfer of the permit must be applied for no later than two weeks after any transfer of property subject to the license.
- (5) Time frame for approvals. If the construction or operation of the activity is not begun within four years, this approval shall lapse and the applicant shall reapply to the department for a new approval. The applicant may not begin construction or operation of the project until a new approval is granted. A reapplication for approval may include information submitted in the initial application by reference. This approval, if construction is begun within the four-year time frame, is valid for seven years. If construction is not completed within the seven-year time frame, the applicant must reapply for, and receive, approval prior to continuing construction.
- (6) Certification. Contracts must specify that "all work is to comply with the conditions of the Stormwater Permit." Work done by a contractor or subcontractor pursuant to this approval may not begin before the contractor and any subcontractors have been shown a copy of this approval with the conditions by the permittee, and the permittee and each contractor and subcontractor has certified, on a form provided by the department, that the approval and conditions have been received and read, and that the work will be carried out in accordance with the approval and conditions. Completed certification forms must be forwarded to the department.

- (7) Maintenance. The components of the stormwater management system must be adequately maintained to ensure that the system operates as designed, and as approved by the Department. If maintenance responsibility is to be transferred from the permittee to another entity, a transfer request must be filed with the Department which includes the name and contact information for the person or entity responsible for this maintenance. The form must be signed by the responsible person or agent of the responsible entity.
- (8) Recertification requirement. Within three months of the expiration of each five-year interval from the date of issuance of the permit, the permittee shall certify the following to the department.
- (a) All areas of the project site have been inspected for areas of erosion, and appropriate steps have been taken to permanently stabilize these areas.
 - (b) All aspects of the stormwater control system are operating as approved, have been inspected for damage, wear, and malfunction, and appropriate steps have been taken to repair or replace the system, or portions of the system, as necessary.
 - (c) The stormwater maintenance plan for the site is being implemented as approved by the Department, and the maintenance log is being maintained.
 - (d) All proprietary systems have been maintained according to the manufacturer's recommendations. Where required by the Department, the permittee shall execute a 5-year maintenance contract with a qualified professional for the coming 5-year interval. The maintenance contract must include provisions for routine inspections, cleaning and general maintenance.
 - (e) The Department may waive some or all of these recertification requirements on a case-by-case basis for permittees subject to the Department's Multi-Sector General Permit ("MSGP") and/or Maine Pollutant Discharge Elimination System ("MEPDES") programs where it is demonstrated that these programs are providing stormwater control that is at least as effective as required pursuant to this Chapter.
- (9) Transfer of property subject to the license. If any portion of the property subject to the license containing areas of flow or areas that are flooded are transferred to a new property owner, restrictive covenants protecting these areas must be included in any deeds or leases, and recorded at the appropriate county registry of deeds. Also, in all transfers of such areas and areas containing parts of the stormwater management system, deed restrictions must be included making the property transfer subject to all applicable terms and conditions of the permit. These terms and conditions must be incorporated by specific and prominent reference to the permit in the deed. All transfers must include in the restrictions the requirement that any subsequent transfer must specifically include the same restrictions unless their removal or modification is approved by the Department. These restrictions must be written to be enforceable by the Department, and must reference the permit number.
- (10) Severability. The invalidity or unenforceability of any provision, or part thereof, of this permit shall not affect the remainder of the provision or any other provisions. This permit shall be construed and enforced in all respects as if such invalid or unenforceable provision or part thereof had been omitted.



DEP INFORMATION SHEET

Appealing a Department Licensing Decision

Dated: November 2018

Contact: (207) 287-2452

SUMMARY

There are two methods available to an aggrieved person seeking to appeal a licensing decision made by the Department of Environmental Protection's (DEP) Commissioner: (1) an administrative process before the Board of Environmental Protection (Board); or (2) a judicial process before Maine's Superior Court. An aggrieved person seeking review of a licensing decision over which the Board had original jurisdiction may seek judicial review in Maine's Superior Court.

A judicial appeal of final action by the Commissioner or the Board regarding an application for an expedited wind energy development (35-A M.R.S. § 3451(4)) or a general permit for an offshore wind energy demonstration project (38 M.R.S. § 480-HH(1)) or a general permit for a tidal energy demonstration project (38 M.R.S. § 636-A) must be taken to the Supreme Judicial Court sitting as the Law Court.

This information sheet, in conjunction with a review of the statutory and regulatory provisions referred to herein, can help a person to understand his or her rights and obligations in filing an administrative or judicial appeal.

I. ADMINISTRATIVE APPEALS TO THE BOARD

LEGAL REFERENCES

The laws concerning the DEP's *Organization and Powers*, 38 M.R.S. §§ 341-D(4) & 346; the *Maine Administrative Procedure Act*, 5 M.R.S. § 11001; and the DEP's *Rules Concerning the Processing of Applications and Other Administrative Matters* ("Chapter 2"), 06-096 C.M.R. ch. 2.

DEADLINE TO SUBMIT AN APPEAL TO THE BOARD

The Board must receive a written appeal within 30 days of the date on which the Commissioner's decision was filed with the Board. Appeals filed more than 30 calendar days after the date on which the Commissioner's decision was filed with the Board will be dismissed unless notice of the Commissioner's license decision was required to be given to the person filing an appeal (appellant) and the notice was not given as required.

HOW TO SUBMIT AN APPEAL TO THE BOARD

Signed original appeal documents must be sent to: Chair, Board of Environmental Protection, 17 State House Station, Augusta, ME 04333-0017. An appeal may be submitted by fax or e-mail if it contains a scanned original signature. It is recommended that a faxed or e-mailed appeal be followed by the submittal of mailed original paper documents. The complete appeal, including any attachments, must be received at DEP's offices in Augusta on or before 5:00 PM on the due date; materials received after 5:00 pm are not considered received until the following day. The risk of material not being received in a timely manner is on the sender, regardless of the method used. The appellant must also send a copy of the appeal documents to the Commissioner of the DEP; the applicant (if the appellant is not the applicant in the license proceeding at issue); and if a hearing was held on the application, any intervenor in that hearing process. All of the information listed in the next section of this information sheet must be submitted at the time the appeal is filed.

INFORMATION APPEAL PAPERWORK MUST CONTAIN

Appeal materials must contain the following information at the time the appeal is submitted:

1. *Aggrieved Status.* The appeal must explain how the appellant has standing to maintain an appeal. This requires an explanation of how the appellant may suffer a particularized injury as a result of the Commissioner's decision.
2. *The findings, conclusions, or conditions objected to or believed to be in error.* The appeal must identify the specific findings of fact, conclusions regarding compliance with the law, license conditions, or other aspects of the written license decision or of the license review process that the appellant objects to or believes to be in error.
3. *The basis of the objections or challenge.* For the objections identified in Item #2, the appeal must state why the appellant believes that the license decision is incorrect and should be modified or reversed. If possible, the appeal should cite specific evidence in the record or specific licensing requirements that the appellant believes were not properly considered or fully addressed.
4. *The remedy sought.* This can range from reversal of the Commissioner's decision on the license or permit to changes in specific permit conditions.
5. *All the matters to be contested.* The Board will limit its consideration to those matters specifically raised in the written notice of appeal.
6. *Request for hearing.* If the appellant wishes the Board to hold a public hearing on the appeal, a request for public hearing must be filed as part of the notice of appeal, and must include an offer of proof in accordance with Chapter 2. The Board will hear the arguments in favor of and in opposition to a hearing on the appeal and the presentations on the merits of an appeal at a regularly scheduled meeting. If the Board decides to hold a public hearing on an appeal, that hearing will then be scheduled for a later date.
7. *New or additional evidence to be offered.* If an appellant wants to provide evidence not previously provided to DEP staff during the DEP's review of the application, the request and the proposed evidence must be submitted with the appeal. The Board may allow new or additional evidence, referred to as supplemental evidence, to be considered in an appeal only under very limited circumstances. The proposed evidence must be relevant and material, and (a) the person seeking to add information to the record must show due diligence in bringing the evidence to the DEP's attention at the earliest possible time in the licensing process; or (b) the evidence itself must be newly discovered and therefore unable to have been presented earlier in the process. Specific requirements for supplemental evidence are found in Chapter 2 § 24.

OTHER CONSIDERATIONS IN APPEALING A DECISION TO THE BOARD

1. *Be familiar with all relevant material in the DEP record.* A license application file is public information, subject to any applicable statutory exceptions, and is made easily accessible by the DEP. Upon request, the DEP will make application materials available during normal working hours, provide space to review the file, and provide an opportunity for photocopying materials. There is a charge for copies or copying services.
2. *Be familiar with the regulations and laws under which the application was processed, and the procedural rules governing your appeal.* DEP staff will provide this information on request and answer general questions regarding the appeal process.
3. *The filing of an appeal does not operate as a stay to any decision.* If a license has been granted and it has been appealed, the license normally remains in effect pending the processing of the appeal. Unless a stay of the decision is requested and granted, a license holder may proceed with a project pending the outcome of an appeal, but the license holder runs the risk of the decision being reversed or modified as a result of the appeal.

WHAT TO EXPECT ONCE YOU FILE A TIMELY APPEAL WITH THE BOARD

The Board will formally acknowledge receipt of an appeal, and will provide the name of the DEP project manager assigned to the specific appeal. The notice of appeal, any materials accepted by the Board Chair as supplementary evidence, any materials submitted in response to the appeal, and relevant excerpts from the DEP's application review file will be sent to Board members with a recommended decision from DEP staff. The appellant, the license holder if different from the appellant, and any interested persons are notified in advance of the date set for Board consideration of an appeal or request for public hearing. The appellant and the license holder will have an opportunity to address the Board at the Board meeting. With or without holding a public hearing, the Board may affirm, amend, or reverse a Commissioner decision or remand the matter to the Commissioner for further proceedings. The Board will notify the appellant, the license holder, and interested persons of its decision.

II. JUDICIAL APPEALS

Maine law generally allows aggrieved persons to appeal final Commissioner or Board licensing decisions to Maine's Superior Court (see 38 M.R.S. § 346(1); 06-096 C.M.R. ch. 2; 5 M.R.S. § 11001; and M.R. Civ. P. 80C). A party's appeal must be filed with the Superior Court within 30 days of receipt of notice of the Board's or the Commissioner's decision. For any other person, an appeal must be filed within 40 days of the date the decision was rendered. An appeal to court of a license decision regarding an expedited wind energy development, a general permit for an offshore wind energy demonstration project, or a general permit for a tidal energy demonstration project may only be taken directly to the Maine Supreme Judicial Court. See 38 M.R.S. § 346(4).

Maine's Administrative Procedure Act, DEP statutes governing a particular matter, and the Maine Rules of Civil Procedure must be consulted for the substantive and procedural details applicable to judicial appeals.

ADDITIONAL INFORMATION

If you have questions or need additional information on the appeal process, for administrative appeals contact the Board's Executive Analyst at (207) 287-2452, or for judicial appeals contact the court clerk's office in which your appeal will be filed.

Note: The DEP provides this INFORMATION SHEET for general guidance only; it is not intended for use as a legal reference. Maine law governs an appellant's rights.



Finance Committee

Meeting Date: July 21, 2020

Meeting Time: 5:00

Agenda Item No: 4.4.

Item Description: Approval/St. Louis Field Improvements

Submitted by: Carl Walsh, Recreation/Teen Director

Supporting Information/Documentation:

St. Louis Field Aerial View

St. Louis Field Design Estimates - 06242020

St. Louis Field Stadium Design

St. Louis Field Stadium Overall Floor Plan

St. Louis Field Stadium Seating Plan

Note from Recreation Commission Chair Joe McKenney

Key Terms:

N/A

Executive Summary:

Based on the recent conceptual design evaluation and projected cost estimates, staff is requesting direction on the scope of work for foul ball containment at the St. Louis Field Complex.

- Foul ball netting is projected to cost \$274,400
- Replacement of perimeter fencing is projected to cost \$157,000
- Stadium seating & field alignment is projected to cost \$1,708,700

Once the scope of work limitations are defined staff will prepare a bidding document and solicit proposals for review and approval. If approved it is anticipated that the work commence in the spring of 2021.

Current available funding for all Recreation CIP and proposed FY20 carry forward amounts total \$250,000.

Detailed Review:

The St. Louis Field foul ball issue has been ongoing for many years. Since 2017, Vendor interest, vendor liability concerns, project scope, funding, and proposed stadium seating have slowed resolution of the problem. The delays have centered around the desire to solve

the foul ball issue while balancing investment for amenities at this popular field. The general history is provided below.

May 2017 – RFP published with no responses received

September 2017 – Review of foul ball netting system design proposal

June 2018 – Capital Projects/Operations Committee project review

October 2019 – RFP response of \$150,920 for Field I & II backstop and baseline extensions.

November 2019 – Allocation of \$25,000 for stadium design services for Field I and foul ball control for Field I & II.

July 2020 – Recreation Commission review of conceptual design plans for St. Louis Field

Weston and Sampson completed the conceptual design evaluation and prepared draft cost estimates for the proposed backstop netting for Field I & II along with information on stadium seating design and realignment for Field I. The conceptual realignment essentially shift the field to further reduce the number of foul balls exiting the field along West Street and aligns the field with the intersection of Hill and West Streets to accommodate stadium seating.

The cost estimate information is broken down into three generic parts, the cost of the netting (backstops), the cost for perimeter & field fencing, and stadium seating & field realignment.

Netting: \$208,000 plus two thirds of the mobilization and contingency cost - \$66,400 - for a total of \$274,400.

Fencing: \$124,000 plus one third of the mobilization and contingency cost - \$33,200 - for a total of \$157,000.

Stadium & Field Realignment: \$1,708,700.

The estimated total for the entire project as currently shown totals \$2,140,300.

The Recreation Commission has supported the continued efforts to address the backstops on both Fields I & II. However, with the current and projected number of projects within the city's parks, the reduced attendance at local baseball games over the years, and the parking issues around the complex, the Recreation Commission has not supported the construction of a stadium.

Funding Source:

Future funding – Funds are available under proposed FY21 CIP allocations and carry forward project reserves (if approved) depending on Committee/Council recommendations.

Proposed carry forward for Recreation - \$200,000

FY21 CIP recommendation for Recreation - \$ 50,000

Staff Recommendation:

At this point staff is requesting direction on the scope of work limitations for the St. Louis Field project to address the foul ball issue. Once the scope of work is defined, a concise RFQ will be prepared to solicit formal proposals and actionable costs. Given historical estimates on material deliveries and scheduling projections it is believed that construction would be scheduled for the spring of 2021, assuming there is authorization to proceed and satisfactory proposals are received and approved.

City of Biddeford, Maine
St. Louis Field- Ball Netting

Schematic Design Estimate - 06.22.2020

- DRAFT -

	Qty	Unit	Unit Cost	Ext Cost	Notes
NETTING- FIELD 1					
BVCL Fence - 6' Height	300	LF	\$ 75.00	\$ 22,500	
BVCL Fence - 4' Height	500	LF	\$ 65.00	\$ 32,500	
BVCL Single Gate	2	EA	\$ 1,500.00	\$ 3,000	
BVCL Double Gate	2	EA	\$ 2,000.00	\$ 4,000	
Sports Netting - 40' Height	450	LF	\$ 200.00	\$ 90,000	
Sports Netting - 20' Height	300	LF	\$ 100.00	\$ 30,000	
			Subtotal	\$ 182,000	
NETTING- FIELD 2					
BVCL Fence - 6' Height	300	LF	\$ 75.00	\$ 22,500	
BVCL Fence - 4' Height	500	LF	\$ 65.00	\$ 32,500	
BVCL Single Gate	2	EA	\$ 1,500.00	\$ 3,000	
BVCL Double Gate	2	EA	\$ 2,000.00	\$ 4,000	
Sports Netting - 40' Height	340	LF	\$ 200.00	\$ 68,000	
Sports Netting - 20' Height	200	LF	\$ 100.00	\$ 20,000	
			Subtotal	\$ 150,000	
TOTAL ESTIMATED PROGRAM COST				\$ 332,000	
Mobilization, Overhead & Profit 15%				\$ 49,800	
Contingency 15%				\$ 49,800	
TOTAL ESTIMATED NETTING COST:				\$ 431,600	
SITE PREPARATION					
Temporary Construction Fence	1,000	LF	\$ 8.00	\$ 8,000	
Temporary Construction Entrance	1	EA	\$ 5,000.00	\$ 5,000	
Erosion Controls	1,000	LF	\$ 5.00	\$ 5,000	
Tree Removal	5	EA	\$ 500.00	\$ 2,500	
Tree Protection	10	EA	\$ 500.00	\$ 5,000	
Strip and Stockpile Loam 6" depth	318	CY	\$ 8.00	\$ 2,542	13000
R&D Fence	800	LF	\$ 7.00	\$ 5,600	
R&D Pavement	556	SY	\$ 10.00	\$ 5,556	5k
Miscellaneous Demolition	1	LS	\$ 10,000.00	\$ 10,000	
			Subtotal	\$ 49,198	
EARTHWORK					
Excavation and Rough Grading	3,333	SY	\$ 1.50	\$ 5,000	30k
Fine Grading and Compaction	3,333	SY	\$ 2.50	\$ 8,333	
			Subtotal	\$ 13,333	
FIELD 1- NATURAL TURF FIELD					
Infield Mix- 4" Depth	123	CY	\$ 60.00	\$ 7,400	10000sf
Rootzone Mix- 8" Depth	244	CY	\$ 70.00	\$ 17,111	10000sf
Sod at Field	1,444	SY	\$ 12.00	\$ 17,333	
LL Plate, Rubber, Bases	1	EA	\$ 500.00	\$ 500	
Irrigation Adjusting	1	LS	\$ 5,000.00	\$ 5,000	
			Subtotal	\$ 47,344	

SITE WORK- ENTRANCE

Ornamental Fence - 6' Height	100	LF	\$	175.00	\$	17,500	
Ornamental Gate/ Entrance	1	LS	\$	5,000.00	\$	5,000	
Brick Columns	10	EA	\$	8,000.00	\$	80,000	
Bituminous Concrete Paving - Pedestrian	131	TON	\$	180.00	\$	23,520	7k
Gravel Subbase- 8" base	171	CY	\$	35.00	\$	5,989	
Concrete Paving	111	SY	\$	65.00	\$	7,222	1k
Gravel Subbase- 8" base	24	CY	\$	35.00	\$	856	
Subtotal					\$	140,087	

BLEACHERS/ STORAGE/ RESTROOMS

Bleacher System/ Canopy	1	LS	\$	320,000.00	\$	320,000	
Underneater storage/ Restroom	1,350	SF	\$	500.00	\$	675,000	
Subtotal					\$	995,000	

UTILITY SERVICE

Conduit and Wire	1	LS	\$	35,000.00	\$	35,000	
Sewer & Water	1	LS	\$	25,000.00	\$	25,000	
Subtotal					\$	60,000	

LANDSCAPE / PLANTING

Tree Planting (3-3.5" Caliper)	6	EA	\$	1,200.00	\$	7,200	
Loam & Seed (6" Loam Depth)	556	SY	\$	4.00	\$	2,222	5k
Subtotal:					\$	9,422	

TOTAL ESTIMATED PROGRAM COST		\$	1,314,384
Mobilization, Overhead & Profit 15%		\$	197,158
Contingency 15%		\$	197,158

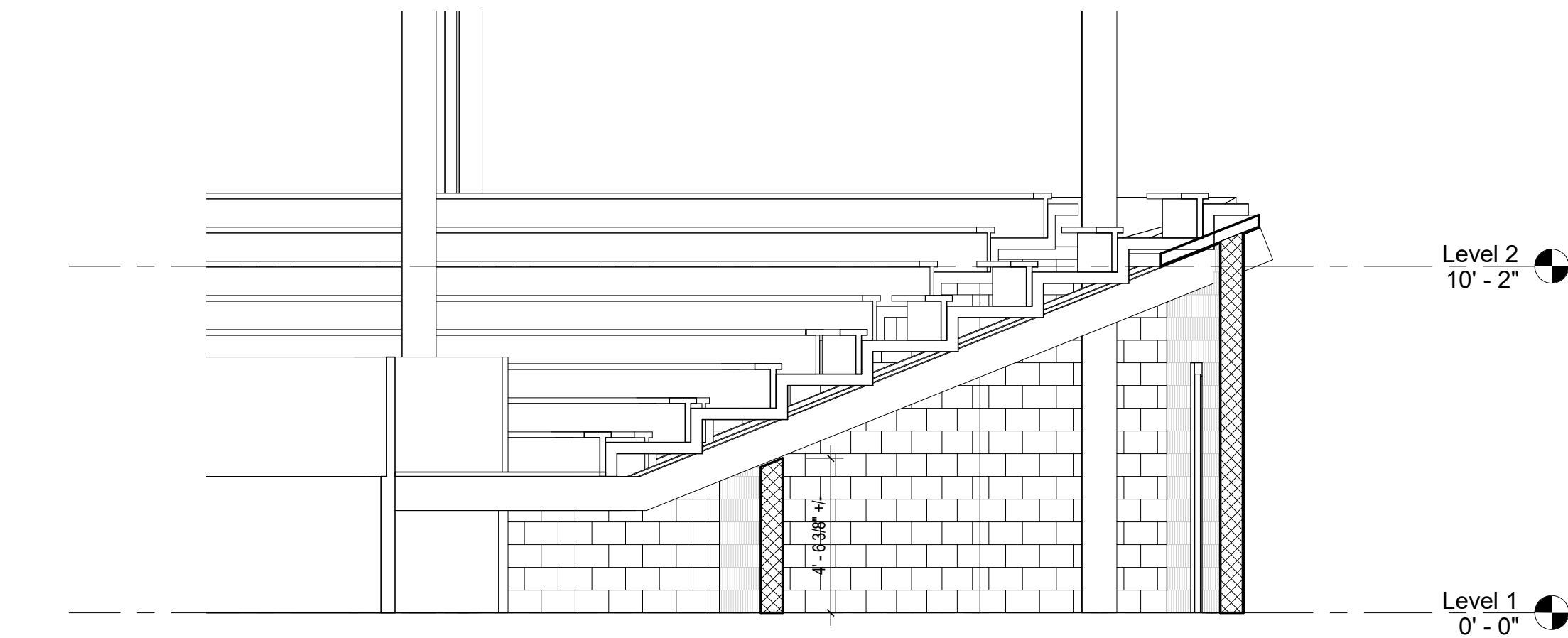
TOTAL ESTIMATED BLEACHER COST:	\$	1,708,700
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Backstop and baseline netting	\$274,700
Perimeter fencing	\$157,000
Seating and Field Alignment	\$1,708,700
Total estimated costs	\$2,140,300

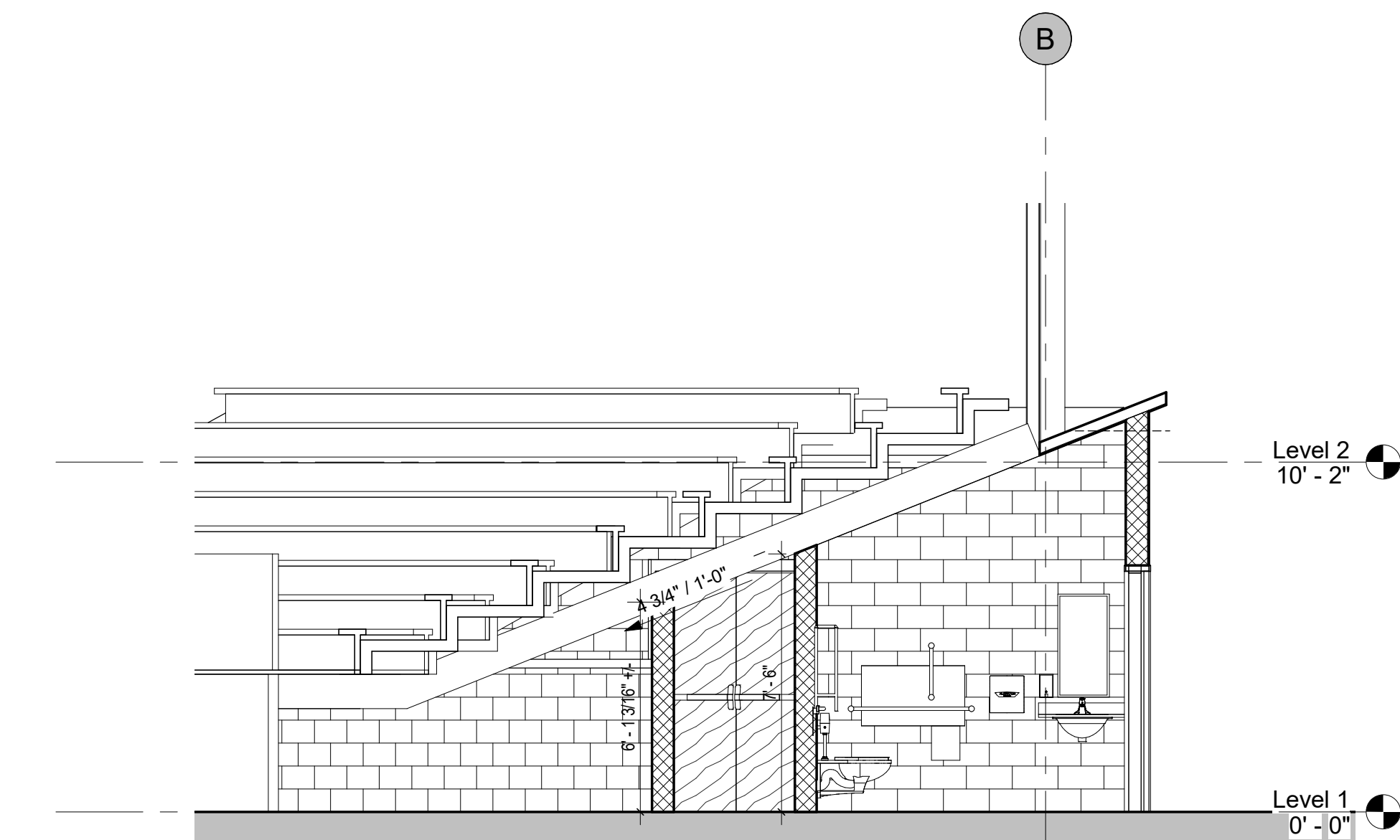


OVERALL FLOOR PLAN & SECTIONS

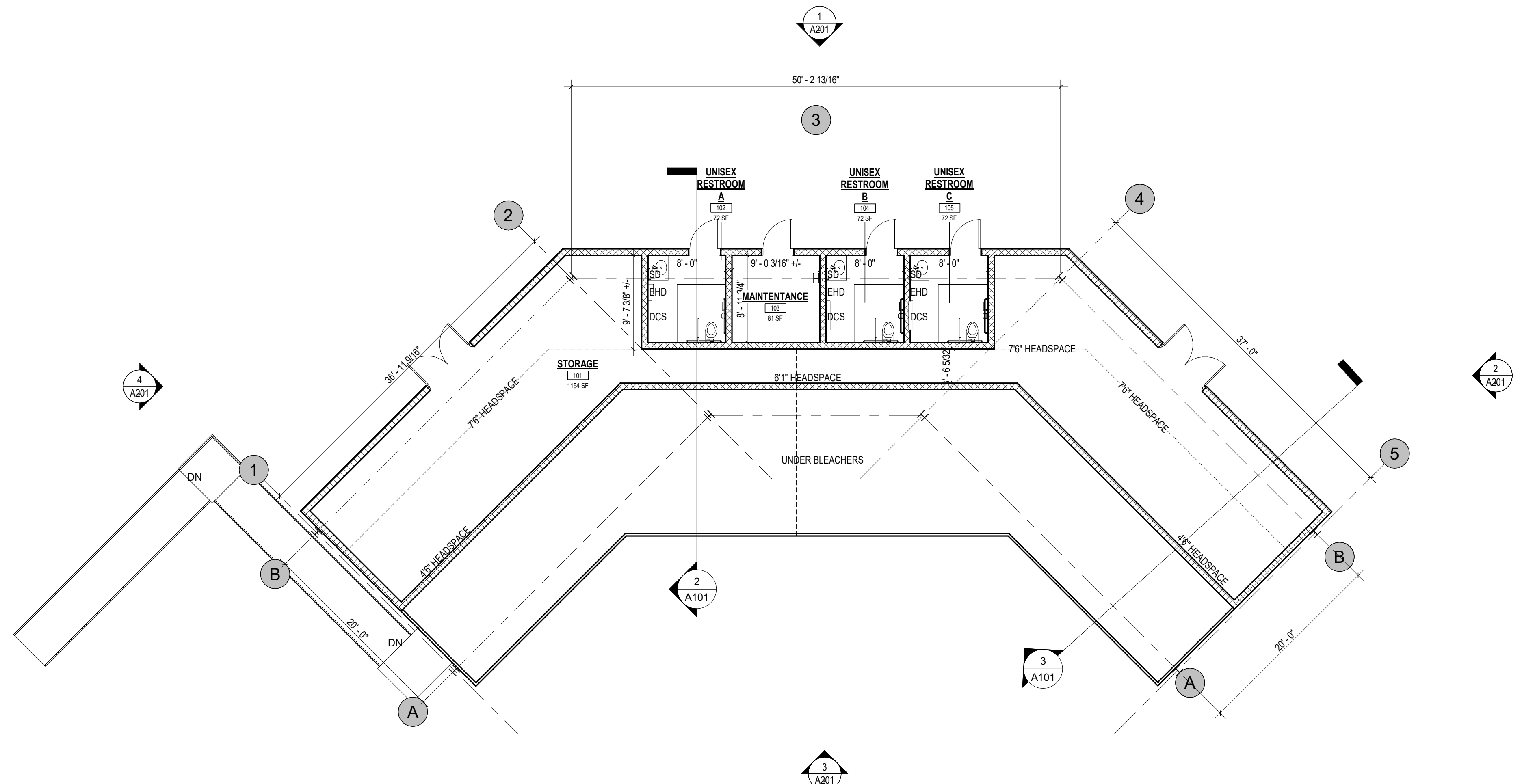
05/01/2020



3 SECTION B
1/4" = 1'-0" 1/ A101



2 SECTION A
1/4" = 1'-0" 1/ A101



1 OVERALL FIRST FLOOR PLAN
1/8" = 1'-0" 2/ A101

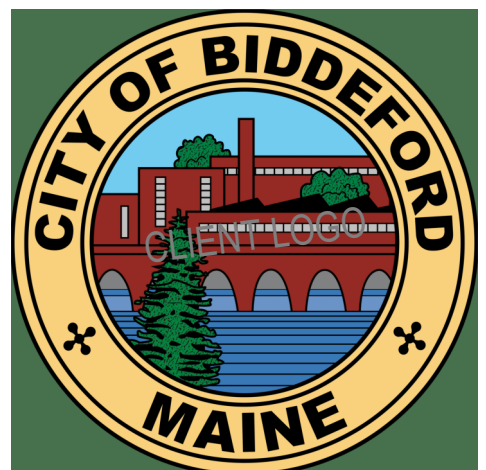
- FLOOR PLAN GENERAL NOTES:**

1. EQUIPMENT SHOWN FOR REFERENCE ONLY. SEE Q DRAWINGS FOR MORE INFO.
2. FURNITURE SHOWN FOR INFORMATION ONLY (N.I.C.). SEE FURNITURE PLAN A821 FOR MORE INFO.
3. F.E. = FIRE EXTINGUISHER.
F.E.C = FIRE EXTINGUISHER CABINET


BRACKET MOUNTED
CABINET MOUNTED (SEMI-RECESSED)
4. ALL INTERIOR DIMENSIONS ARE TAKEN FROM FACE OF GYPSUM WALL BOARD TO FACE OF GYPSUM WALL BOARD OR FACE OF CMU UNLESS SPECIFICALLY NOTED OTHERWISE.
5. SEE SHEET A012 FOR PLUMBING FIXTURE SCHEDULE / MOUNTING HEIGHTS.
6. BOLLARD.


EB: EXTERIOR BOLLARD, 6" DIAMETER (SEE CIVIL DWGS)
IB: INTERIOR BOLLARD, 6" DIAMETER (SEE DETAIL X / XXXX)
7.  FUME SEPARATION PARTITION, SEE A031 - FUME SEPARATION ASSEMBLY, TYPE F1 AND F2.

SCALE: AS NOTED



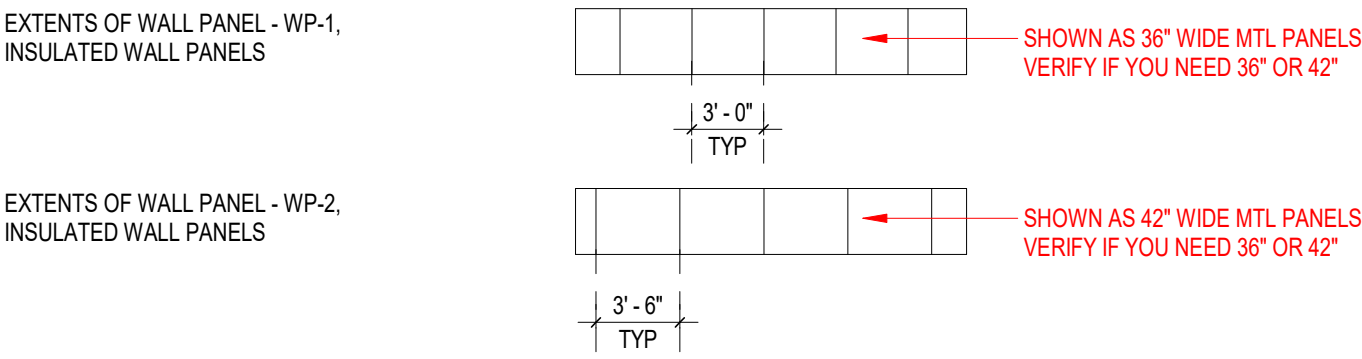
CITY OF BIDDEFORD

BIDDEFORD ME ST LOUIS FIELD AND GRANDSTAND

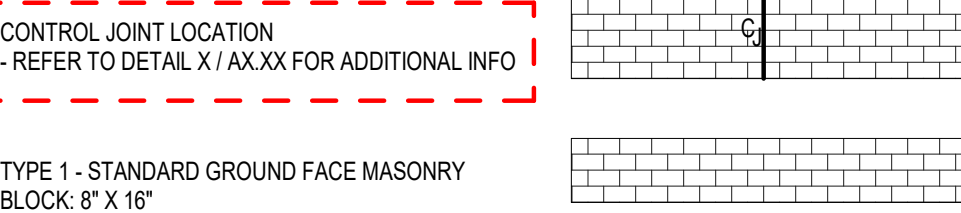
Weston & SampsonSM

SHOW MOCK-UP ON EXTERIOR ELEVATION
- WE OWN A MOCK-UP PER SPECIFICATION 01 43 39 "MOCK-UPS"
- 12'-0" H x 6'-0" W
- CHOOSE A WALL / WINDOW / DOOR JAMB CONDITION FOR WALL TO FENESTRATION CONNECTION DETAILING AND QUALITY ASSURANCE
SHOW 4" MINIMUM ADDRESS NUMBERS FOR FACILITATE EMERGENCY RESPONSE. IFC 505.1
SHOW KEY REPOSITORY BOX, SHOWN ON THE FIRE ALARM DRAWINGS, PREFERABLY RECESSED.

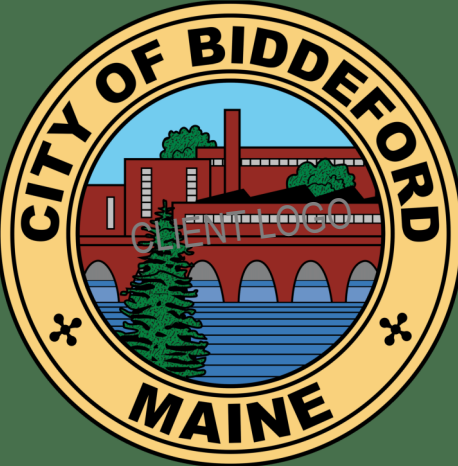
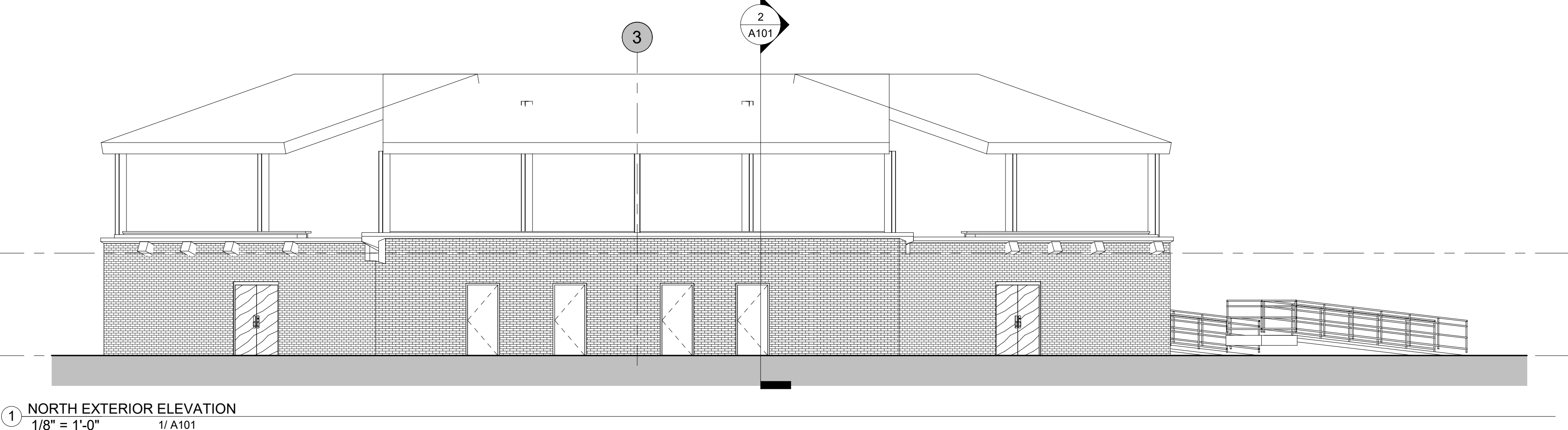
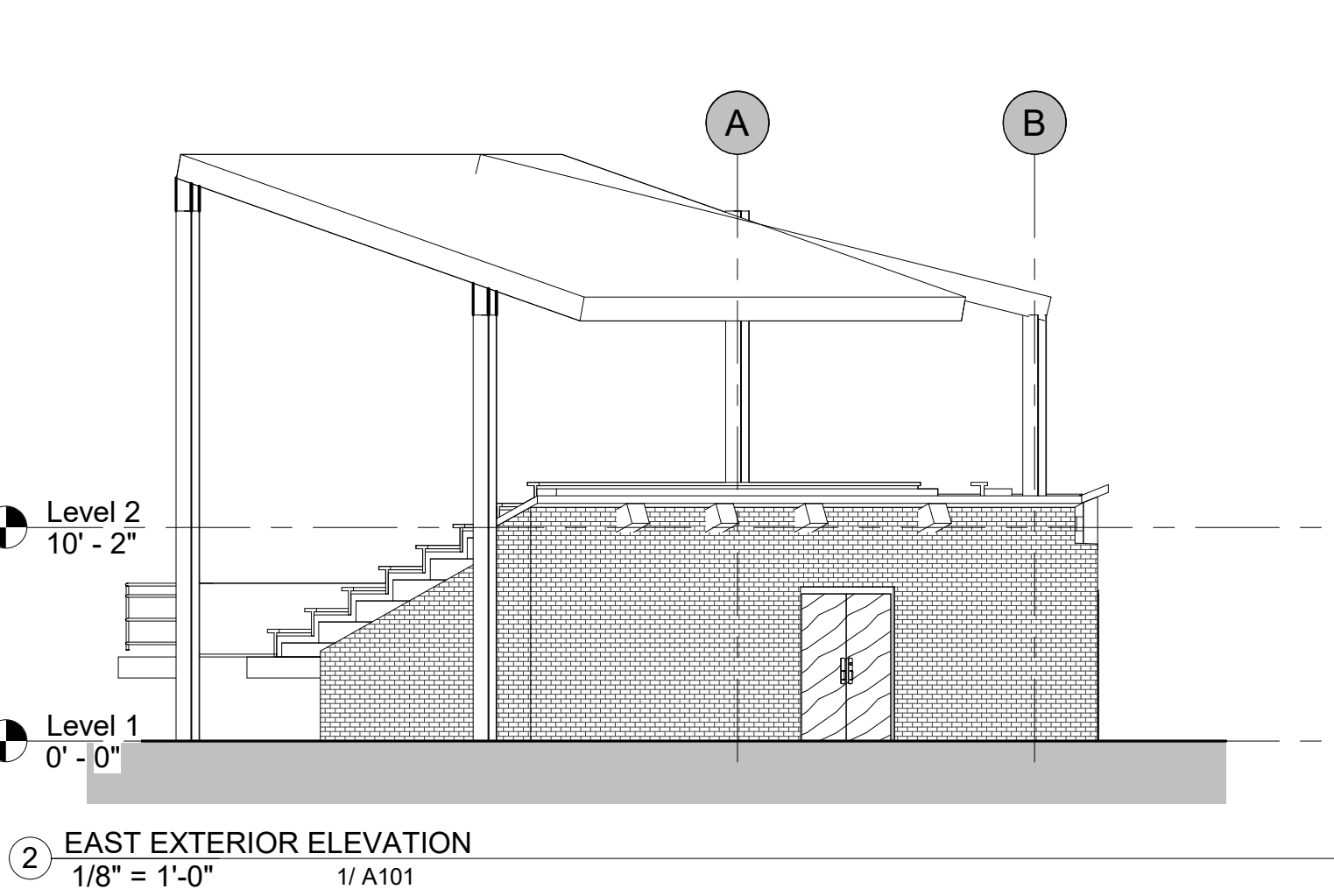
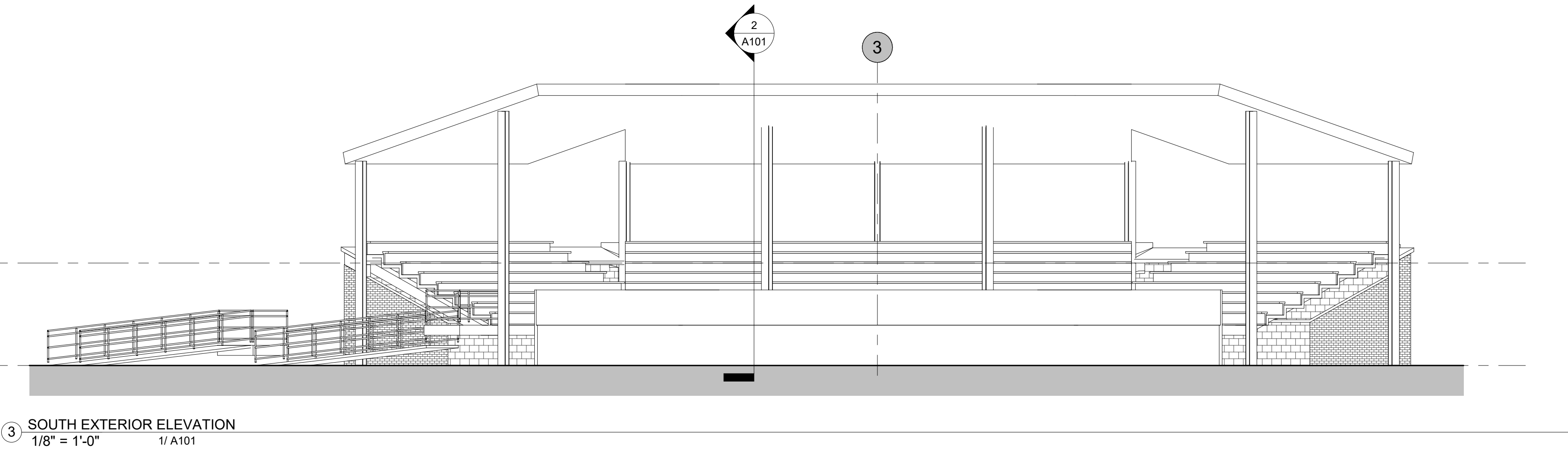
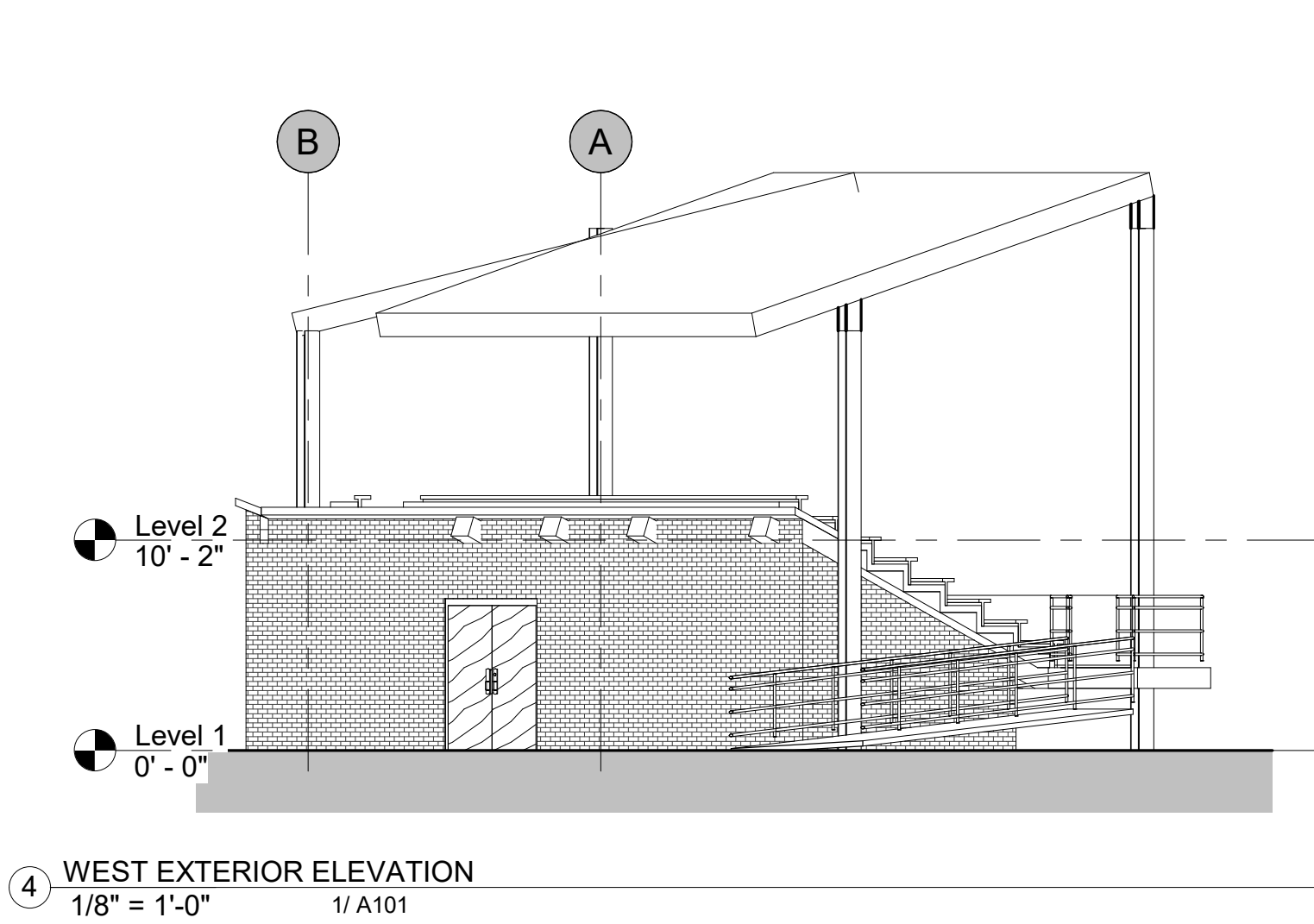
WALL PANEL TYPES LEGEND:



CMU VENEER LEGEND:



SHOW ON ELEVATIONS AND TAG
- COORDINATE DETAIL TAG WITH NOTE

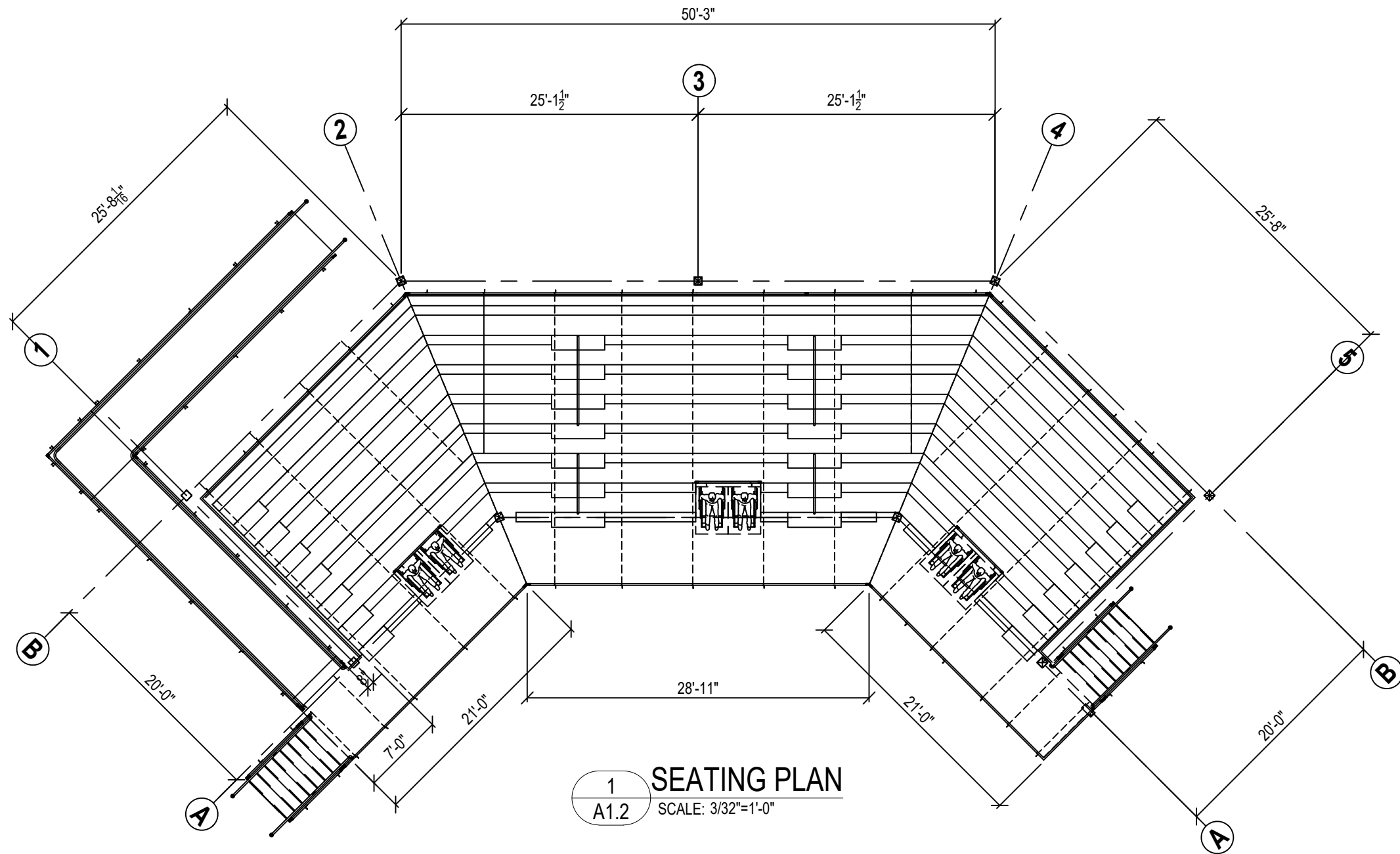


CITY OF BIDDEFORD

BIDDEFORD ME ST LOUIS FIELD AND GRANDSTAND

SCALE: AS NOTED





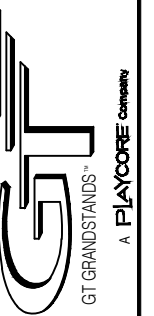
SEATING CAPACITY

NET VIP SEATING	=	0
NET BENCH SEATING	=	308
COMPANION SEATS	=	6
WHEEL CHAIR SPACES	=	6
TOTAL SEATING	=	320

ST. LOUIS FIELD, SOFTBALL
BIDDEFORD, ME

SEATING PLAN

2810 Sydney Road
Plant City, Florida 33566
Phone: 813-305-1415
Fax: 813-305-1419
www.gtgrandstands.com



DRAWN BY: DKW

CHECKED BY:

DATE: 4-14-20

SCALE: NOTED

REV.

JOB NO.

P20-1987

DWG NO.

A1.2

St Louis Field Project

The Recreation Commission has been talking about a foul ball containment system at St Louis Field for a number of years. After putting the project out to bid on a few occasions, we were excited to finally approve a bid last year, and were a bit surprised to not see that pass at the Council level. The Commission is in complete agreement that foul ball containment problem is something that still needs to be addressed for the safety of the public and property adjacent to St Louis field. However, there is no support to move forward with the larger proposed grandstand project. With the many projects the commission would like to see funded and the lack of attendance at baseball games, the Commission does not believe we should consider a 2 million dollar project at this time. While the Commission recognizes the aesthetic appeal of such a project, our recommendation would be to only move forward with the foul ball containment system portion.

Joseph McKenney
Recreation Commission Chair



Finance Committee

Meeting Date: July 21, 2020

Meeting Time: 5:00 pm

Agenda Item No: 4.5

Item Description: Approval Carry Forward Funds from FY20 Social Services Budget to FY21

Submitted by: Kristen Barth, GA Administrator

Supporting Information/Documentation:

August 2019 – Social Services Review Committee Allocation Memo

Key Terms:

N/A

Executive Summary:

Determine how the remaining FY 2019/2020 Social Service Budget funds should be handled.

Detailed Review:

The FY 2019/2020 Social Service Budget Review Committee determined that funds allocated to In-A-Pinch Non-Food Pantry, in the amount of \$8,000 would be disbursed in two payments due to the agencies need to relocate. The agency did not find a new location and ultimately closed completely. Due to closing, the second payment of \$4,000.00 was not disbursed.

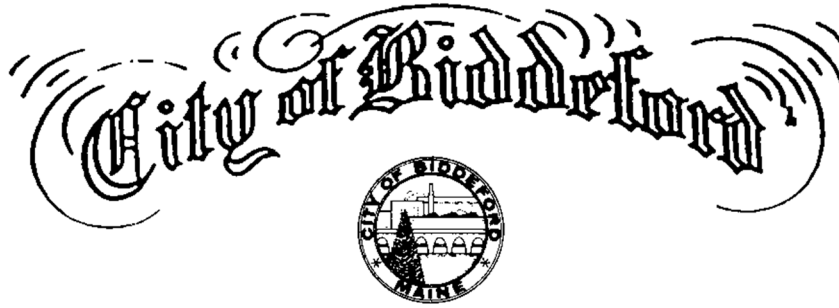
Funding Source:

\$4,000.00 in remaining funds from FY 2019/2020 Social Service Budget

Staff Recommendation:

Staff recommends two approaches depending on the will of the Committee. The recommended approach is to carry the fund over to the FY 2020/2021 Social Service Budget and split the amount evenly between Bon Appetit and Seeds of Hope. When COVID-19 started, both of these agencies stepped up and went above and beyond with food resources. They expanded services and made it possible for people to still get their food needs met when the food pantries shut down for a period of time. Both agencies had to spend additional money due to increased need and having to make food/meals available to go.

If this approach is not acceptable, the Committee may recommend carrying the funds forward and direct the Social Services Review Committee to determine the appropriate allocation.



2020.58

IN BOARD OF CITY COUNCIL...JULY 21, 2020

BE IT ORDERED, that the Finance Director is authorized to create dedicated reserve accounts under the listed fund balance accounts, and transfer remaining balances identified from the FY 2020 Budget to said dedicated accounts as herein named in amounts not to exceed those stated, as of June 30, 2020 deducting any encumbrances:

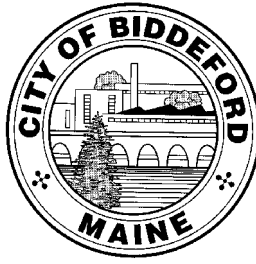
10013-30101, General Fund Assigned Fund Balance (21127-60823, In-A-Pinch)

<u>FY20 Account #</u>	<u>Description</u>	<u>Amount</u>
21127-60811	Bon Appetit Soup Kitchen	2,000
21127-60827	Seeds of Hope	2,000
	Total	4,000

BE IT FURTHER ORDERED, that the City Manager be authorized to distribute funds as listed in support of the social services organizations.

NOTE: The Finance Committee will consider this item at the July 27, 2020 meeting and vote on recommending approval by the City Council.

DRAFT for Consideration at
07/21 Council Meeting



City of Biddeford

General Assistance

205 Main Street, Biddeford ME 04005

Phone: (207) 284-9514

Fax: (207) 571-0675

MEMO

To: Mayor Alan Casavant, Biddeford City Council, James Bennett, Carmen Morris

From: Kristen Barth, General Assistance Administrator

Date: August 12, 2019

Re: Social Service Budget

The members of the Social Service Budget Review Committee met and they voted to allocate Social Service funds for FY 2019/2020 as follows:

Biddeford Education Foundation	\$15,000.00
Biddeford Food Pantry	\$8,000.00
Biddeford Youth Hockey	\$0.00
Bon Appetit Meals Program	\$15,000.00*
Caring Unlimited	\$6,000.00
Community Bicycle Center	\$0.00
Day One	\$0.00
In A Pinch Non Food Pantry	\$8,000.00*
Maine Health Care at Home	\$0.00
Seeds of Hope	\$15,000.00
Southern Maine Agency on Aging	\$0.00
Stone Soup Food Pantry	\$8,000.00

Please feel free to contact me with any question or concerns. Thank you.

*Funding will be disbursed in two payments due to the agency's needing to relocate



Finance Committee

Meeting Date: July 21, 2020

Meeting Time: 5:00 pm

Agenda Item No: 4.6.

Item Description: Approval/Carry Forward FY20 to FY21

Submitted by: Brian S. Phinney, COO

Supporting Information/Documentation:

Order 2020.59

Key Terms:

N/A

Executive Summary:

Due to Covid-10 impacts in FY20 impacting the ability to complete work and adjusted priorities staff requests a carry forward of \$469,954 for the purposes identified in Order 2020.59.

Detailed Review:

Each year, unspent funds roll over to the Undesignated Fund balance if not allocated for a specific purpose.

The City Manager directs staff to review end of year fund balances to determine the reason for such balances and to determine if funds should be carried forward for specific purposes.

The attached Order request carry forward of \$469,954 from FY20 funds in support of the named project accounts. Most of the carry forward is the result of the inability to perform the work/service identified in the FY20 budget. However, there of the items are the result of changing needs or priorities.

- Financial Software Data Verification. This is reserve account is to support external expertise, as needed, to review and verify Munis (current financial & payroll software suite) data. Based on an informal quality control review of the payroll suite, Munis includes several "modules" that are either not used or underutilized. In order to improve efficiency and maximize the use of available technology staff must verify and in some cases build the underlying tables needed to utilize various modules and features. Outside support may be required to correct existing datasets or build new sets. This account would serve as a contingency account, spending only as needed

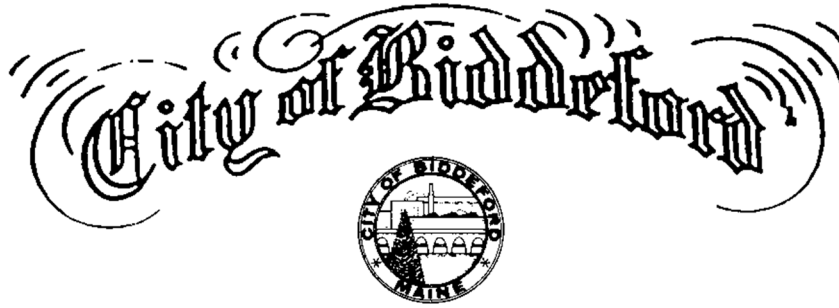
- Cemetery Improvements. Due to need, the request for funding will address needed paving at Woodlawn Cemetery.
- Fire Department Vests. The vests issued to the Fire Department have a specific lifespan. This account is requested to establish a reserve in anticipation of future replacement of vests. The reserve is intended to reduce the future single year “hit” of the full replacement cost.

Funding Source:

FY20 General Fund Assigned Fund Balance Carry Forward

Staff Recommendation:

Authorize the creation of reserve account for the purposes listed.



2020.59

IN BOARD OF CITY COUNCIL...JULY 21, 2020

BE IT ORDERED, that the Finance Director is authorized to create dedicated reserve accounts under the listed fund balance accounts, and transfer remaining funds from the FY 2020 Budget to said dedicated accounts as herein named in amounts not to exceed those stated, as of June 30, 2020 deducting any encumbrances:

10013-30101, General Fund Assigned Fund Balance

<u>Account Description</u>	<u>Amount</u>
Park Improvements, St. Louis	\$200,000
IT Projects/Equipment	\$82,000
Financial Software Data Verification	\$30,000
Down Payments for Vehicles Ordered FY20	\$20,454
Mechanics Park River Wall Repair	\$50,000
Public Works Infrastructure Improvements	\$75,000
Cemetery Improvements	\$5,000
Fire Department Vests	\$7,500
Total	<u>\$469,954</u>

BE IT FURTHER ORDERED, that the City Manager be authorized to expend from the above dedicated reserves for expenses related to on-going project costs as approved in accordance with the Purchasing Code.

NOTE: The Finance Committee will consider this item at the July 21, 2020 meeting and vote on recommendation for approval by the City Council.