

City of Biddeford
Finance Committee
July 19, 2022 5:00 PM Council Chambers and via Zoom

Please click the link below to join the webinar:

<https://biddeford.zoom.us/j/93469639433>
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+13017158592,,93469639433#,,,*860357#**

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8656**

Status: In-Person and via Zoom; Council Chambers; 5:00 p.m.

- 1. Call to order**
- 2. Approval of the Minutes**
 - 2.1. June 21, 2022 Finance Committee Meeting Minutes
[6-21-2022 Finance Committee Minutes.pdf](#)
- 3. Signing of the expenditure warrant**
- 4. Discussion/Approval**
 - 4.1. Approval/Request for Appropriation from Grant Match Fund for Historic Preservation Architectural Survey of Downtown
[7-19-2022 Grant Match Allocation - HPC- MEMO.docx](#)
[7-19-2022 Grant Match -HPC - Acceptance Letter.pdf](#)
[7-19-2022 Grant Match-HPC- Proposed Study Area.pdf](#)
 - 4.2. Approval/Expenditure for Climate Action Plan
[7-19-2022 Climate Action Plan Service Agreement - MEMO](#)
[7-19-2022 Local Climate Action Pan Cohort - Service Agreement - Biddeford](#)
 - 4.3. Recommendation: Purchase of CCTV Sewer Camera/A-200 Crawler from Deep Trekker
[7-19-2022 Sewer Camera Purchase-MEMO.docx](#)
[7-19-2022 Sewer Camera Bid Tab.pdf](#)
[7-19-2022 Sewer Camera RFP - Public Notice.pdf](#)
[7-19-2022 Sewer Camera - Deep Trekker Quote.pdf](#)
[7-19-2022 Sewer Camera Cues Quote.pdf](#)
 - 4.4. Recommendation: Purchase of Grit Classifiers for Wastewater Treatment Plant/Wescor Associates - Wemco Classifiers
[7-19-2022 Grit Classifier Replacement - MEMO.docx](#)
[7-19-2022 Grit Classifier Bid Tab.docx](#)
[7-19-2022 Grit Classifiers - RFP - Public Notice.pdf](#)

- [7-19-2022 Grit Classifiers - Trillium Hydrogritter - Bid.pdf](#)
 - [7-19-2022 Grit Classifiers-SmithLoveless Classifier Bid.pdf](#)
 - 4.5. Recommendation: Purchase of Pickup Trucks for Wastewater Treatment Plant and Public Works Department/Bill Dodge
 - [7-19-2022 Pickup Trucks-WWTP-DPW-MEMO.docx](#)
 - [7-19-2022 Pickup Trucks-WWTP-DPW-Bid Tab.pdf](#)
 - [7-19-2022 Pickup Trucks-WWTP-Bill Dodge Bid.pdf](#)
 - [7-19-2022 Pickup Trucks-WWTP-RFP Notice.PDF](#)
 - 4.6. Recommendation: Purchase of (2) Police Cruisers/McGovern Municipal HQ
 - [7-19-2022 Police Crusiers - MEMO.docx](#)
 - [7-19-2022 Police Cruisers Bid Tab.docx](#)
 - [7-19-2022 Police Cruisers McGovern Municipal HQ Bid.PDF](#)
 - [7-19-2022 Police Cruisers Casco Bay Ford Bid.pdf](#)
- 5. **Other Business**
- 6. **Adjournment**

City of Biddeford
Finance Committee Meeting Minutes
June 21, 2022

The meeting was called to order at 5:00 p.m. by Councilor Norman Belanger.

Present: Mayor Alan Casavant; Councilor Norman Belanger; Councilor Marc Lessard (arrived at 5:07); Councilor William Emhiser; City Manager James Bennett; City Clerk Carmen Bernier; and Finance Director Nichole Wood.

Adjustment to the Agenda
No adjustment to the agenda.

Approval of Minutes of May 17, 2022
Motion by Councilor Emhiser, seconded Mayor Casavant to accept the minutes as printed.

Vote: unanimous.
Motion carries.

Expenditure Warrants:
The Warrants were available for review.

Discussion/Approval

Recommendation: Award of Pearl Street Reconstruction Project
Motion by Councilor Emhiser, seconded by Mayor Casavant to recommend the award of contract to Shaw Brothers Construction, Inc. for the Pearl Street Reconstruction Project.

Chief Operating Officer Brian Phinney presented this item. He included the Resolution for the overage of \$883,920.00 and states that the City has these funds available and committed to the Pearl Street Reconstruction.

Councilor Emhiser had concerns about the time line of the project and Brian explained the process.

Councilor Lessard had questions on where the funds were coming from and Brian and Jim gave an explanation.

Vote on recommendation: unanimous.
Motion carries.

Vote on Overage Resolution:
Motion by Mayor Casavant, seconded by Councilor Emhiser to recommend the Resolution.

Vote: unanimous.
Motion carries.

Recommendation: Pearl Street Reconstruction Plans and Specs - EDA Grant

Motion by Mayor Casavant, seconded by Councilor Emhiser to recommend the approval of payment to Sewell in the amount of \$201,967.00 for the Pearl Street Reconstruction Plans and Specs for the preparation of the EDA Grant.

Chief Operating Officer Brian Phinney presented this item.

Vote: unanimous.

Motion carries.

Other Business

Financial Director Nichole Wood presented the following items:

- 1) City Financials Update: financials through May were provided.
- 2) Munis Upgrade Update: In February various City Staff in the Finance Office, Human Resources and Chief Operating Officer went through an assessment training with Tyler Technologies to determine which programs are being underutilized or not utilized at all. The Tyler Consultant suggested changes in processes. Staff has begun making the easier changes, and will continue to work through the more challenging changes.
- 3) Update on City's Investments: Nichole asked the Committee what, within the provided report, is most helpful and what they would like more specific information on. The report comes from the City's investment firm. Also, a new investment account is being set up to put all the Bond proceeds into.

Motion by Councilor Lessard, seconded by Councilor Emhiser to adjourn.

Vote: unanimous.

Motions carries.

Adjourned at 5:59 pm



Finance Committee

Meeting Date: July 19, 2022

Meeting Time: 5:30 pm

Agenda Item No: 4.1

Item Description: Allocation of Grant Match Funds for Historic Preservation Architectural Survey of Downtown

Submitted by: Brad Favreau, Economic Development Coordinator

Supporting Information/Documentation:

Grant Award Letter

Downtown Study Area Map

Key Terms:

N/A

Executive Summary:

The Historic Preservation Commission was awarded a grant in the amount of \$22,750 by the Maine Historic Preservation Commission (MHPC) to conduct an architectural survey of Biddeford's downtown area. This grant requires a cash match of \$20,000 and an in-kind match of \$2,250. The Planning and Development Department requests that this cash match be allocated from the Grant Match Fund. The in-kind match will be provided by staff hours to administer this project. Total project cost is expected to be approximately \$45,000.

Detailed Review:

An architectural survey of Biddeford's downtown was conducted in 1998. This 'windshield' survey provided very basic information for the historic buildings in the immediate downtown area. An updated survey is necessary to:

- Update and augment the existing architectural survey;
- Document the existing state of Biddeford's historic resources over a larger area than the survey of 1998. It is expected to document almost twice the number of properties as were documented in the existing survey;
- Provide better data with which the Historic Preservation Commission can make informed decisions;
- Determine the appropriate geographic area over which the HPC has purview. Currently this area comprises the entirety of MSRD-1, MSRD-2, and MSRD-3;
- Document buildings in the Mill District;
- Explore the possibility of nominating buildings or structures to the National Register of Historic Places.

The City was granted Certified Local Government (CLG) status by the MHPC earlier this year. As part of this new status, it was the recommendation of the MHPC that the City apply for CLG grant funding to conduct a new survey. The MHPC finds the existing survey to be outdated.

With approval of this grant match, an RFP will be issued to secure a consultant to perform the survey. This project must be completed by September 30, 2023, according to the terms of the grant contract.

This grant is a reimbursement grant. The total cost of the project will be funded by the Grant Match Fund. Payment of the grant will be deposited back into this fund.

Funding Source:

Grant Match Fund, 11602-22001-92111

Staff Recommendation:

Planning and Development staff supports this project and requests a grant match of \$20,000 from the Grant Match Fund.



JANET T. MILLS
GOVERNOR

MAINE HISTORIC PRESERVATION COMMISSION
55 CAPITOL STREET
65 STATE HOUSE STATION
AUGUSTA, MAINE
04333

KIRK F. MOHNEY
DIRECTOR

22 April 2022

Brad Favreau
City of Biddeford
205 Main Street
P.O. Box 586
Biddeford, Maine 04005

Dear Mr. Favreau:

It is a pleasure for me to inform you that the Maine Historic Preservation Commission has awarded the City of Biddeford a federal fiscal year 2022 Historic Preservation Fund (FY2022 HPF) Certified Local Government grant for a project in Biddeford. The approved grant is \$22,750 for the **Biddeford Architectural Survey** project. The required match for this grant is \$22,250.00.

The above grant funded activities may neither begin, nor may you incur any costs for which reimbursement will be sought, until a formal contract between the Commission and the City of Biddeford have been executed. We expect to send the contracts for signature during the first or second week of May. Please note these projects must be completed by 30 September 2023.

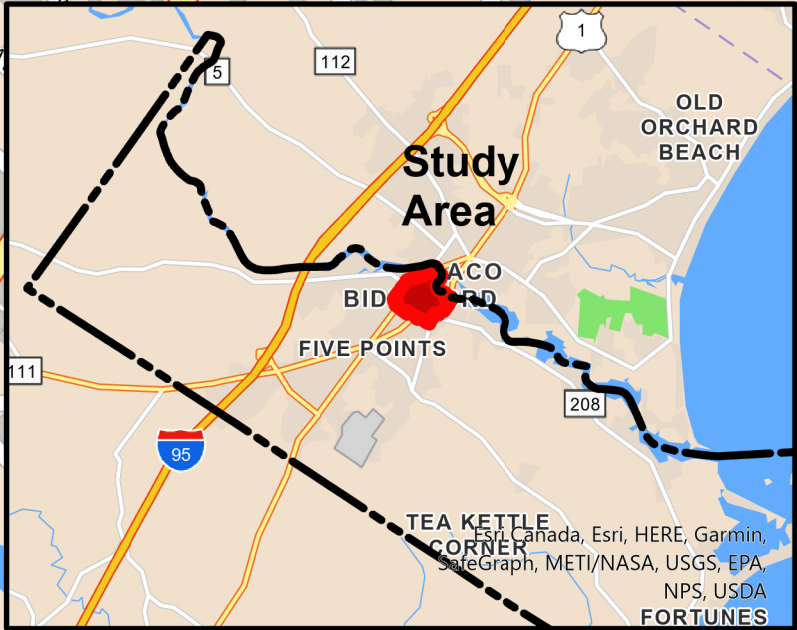
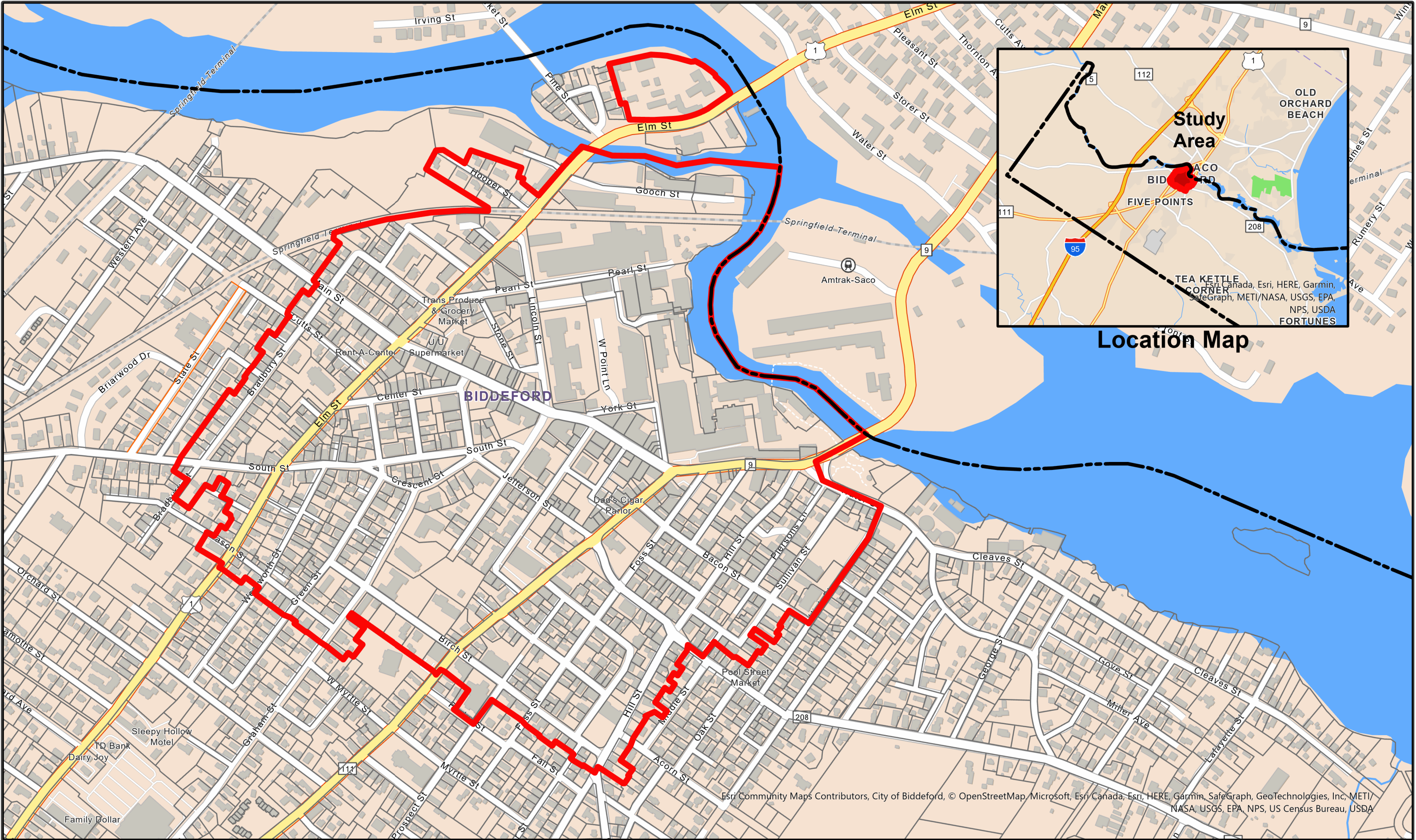
I will be inviting you to a grant orientation meeting in the weeks after you receive your contract so that we can review the program requirements and the project reporting. If you have any questions about grant administration in the meantime, please do not hesitate to contact me. Michael Goebel-Bain will be your contact for the survey itself; he can be reached at Michael.w.goebel-bain@maine.gov or 207-287-5435

Sincerely,

Christi A. Chapman-Mitchell

Christi A. Chapman-Mitchell
Assistant Director

Cc: MGB





Finance Committee

Meeting Date: July 19, 2022

Meeting Time: 5:30 pm

Agenda Item No: 4.2

Item Description: Approval/Expenditure for Climate Action Plan

Submitted by: Brad Favreau, Planning and Development

Supporting Information/Documentation:

Southern Maine Planning and Development Commission Service Agreement for Local Climate Action Planning Cohort

Key Terms:

N/A

Executive Summary:

The City of Biddeford, through the Biddeford Climate Task Force, joined a cohort of four communities, which together with Southern Maine Planning and Development Commission will collaboratively develop a Climate Action Plan (CAP). The total project cost is \$315,553 with Biddeford's share totaling \$25,184.25.

Detailed Review:

In March, 2022, Biddeford joined a cohort of four communities, which together with Southern Maine Planning and Development Commission will collaboratively develop a Climate Action Plan (CAP). Working in this way, economies of scale have been reached which dramatically reduced the cost of this effort. For the four cohort communities, total cost of this project is \$315,553.

SMPDC was awarded a grant of \$100,000 from the Governor's Office of Policy, Innovation and the Future to complete this work. Also, The Town of Kittery, as part of a grant through SMPDC is able to contribute \$104,816 for the public engagement portion of the CAP, and SMPDC contributed \$10,000. Therefore, our original cost estimate of \$74,000 for Biddeford's contribution has been reduced to \$25,184:

Total Cost of CAP	\$315,553
Less GOPIF Grant	\$100,000
Less Kittery Public Engagement Grant	\$104,816
Less SMPDC Contribution	<u>\$ 10,000</u>
Net Cost	\$100,737
Per each of 4 Cohort Communities	\$ 25,184.25

See attached service agreement for details.

City Council approved \$64,000 as part of the FY 2023 Budget. Staff requests that \$25,184 is appropriated from this sum for work to begin.

Expected completion of this project is September, 2023.

Funding Source:

Municipal Services 21128

Staff Recommendation:

The Biddeford Climate Task Force has been mandated to complete a CAP. Staff recommends appropriation of \$25,184 for this effort.

To: James Bennett, City Manager, and Brad Favreau, Economic Development Coordinator

Cc: Paul Schumacher, Executive Director, SMPDC

From: Karina Graeter, Sustainability Coordinator and Abbie Sherwin, Senior Planner & Coastal Resilience Coordinator, SMPDC

Date: July, 7, 2022

Re: Service Agreement for Biddeford – Local Climate Action Planning Cohort

This service agreement outlines a scope of work and budget for the City of Biddeford's participation in SMPDC's Local Climate Action Planning Cohort (Local CAP Cohort). The scope of work is based on the Local Climate Action Planning Cohort Scope of Work developed by SMPDC in partnership with participating community staff, including Brad Favreau, Economic Development Coordinator. The budget is based on the total project cost as well as three additional sources of funding, including two awarded grants.

Scope of Work

SMPDC will lead the communities of Biddeford, Kennebunk, Kennebunkport, and Kittery through a collaborative cohort process to develop a unique local climate action plan for each community. The process will leverage collective resources and utilize a regional approach, while specific work to develop the plans and identify local climate impacts, vulnerabilities, goals, and strategies will be tailored to individual communities. By sharing administration, technical assistance, outreach efforts, and facilitation, participating communities will receive efficiencies in time and resources. The cohort will also enable peer-learning and for communities to share best practices to inform plan strategies and implementation plans. Additionally, the comparison and coordination of strategies across the participating communities will provide the opportunity to consider potential regional goals and strategies.

The outcomes of the Local CAP Cohort will be:

- A unique local climate action plan for each participating community that has been developed through a robust planning and public engagement process.
- Increased public awareness and understanding of climate change issues and actions in participating communities.
- Increased community participation in municipal decisions and planning for climate change and community resilience.
- Identified priority issues and potential strategies for local and regional climate action.

- A suite of climate action planning templates, guides, and resources that are transferable to other Maine communities and that will be publicly available online as the SMPDC climate action planning toolkit.

Roles and Responsibilities:

The Local CAP Cohort will be led by SMPDC's Regional Sustainability and Resilience Program. SMPDC will manage the cohort and provide a planning framework, technical assistance, guidance materials, plan development support, and peer learning opportunities to facilitate climate action planning in the participating communities. SMPDC will be supported by ICLEI – Local Governments for Sustainability, a US-based nonprofit that has successfully facilitated local climate action planning cohorts elsewhere in the country including Indiana and Pennsylvania. The cohort will also be supported by a public engagement and facilitation consultant (“Consultant”) who will lead community-specific and regional public engagement and outreach activities. Each participating community will establish a community task force to oversee the climate action planning process and to lead public engagement in their community. In this way, each municipality’s task force will ensure that each community is deeply engaged in the climate action planning process. SMPDC, ICLEI, and the Consultant will support each community task force throughout the planning process and development of their climate action plan. Throughout the course of the cohort, representatives from each community task force will periodically meet to share their efforts and discuss regional climate issues, planning challenges, and opportunities for regional or multi-municipality approaches.

Tasks and Deliverables:

Through the Local CAP Cohort, SMPDC will lead Biddeford and the other participating communities through the following tasks and will complete the following deliverables:

1. Identify and Engage Public Engagement Consultant
 - SMPDC and municipal contacts will work together to develop a scope of work for a public engagement and facilitation consultant, issue an RFP, and select a consultant to support the Local CAP Cohort.
 - o The Consultant will support the cohort and the community task forces with public engagement efforts by providing meeting and event facilitation; developing outreach and engagement materials; supporting community survey efforts; and supporting community engagement events.

Deliverables: Detailed scope of work for public engagement activities; RFP for public engagement and facilitation consultant.

Note: this work has been completed as of June 30, 2022.

2. Baseline Assessment: Review of Existing Plans, Policies, and Regulations
 - SMPDC will lead a review of existing municipal plans, policies, and regulations related to climate change and resilience to serve as a baseline for the vulnerability assessment (Task 4) and the

development of future climate action strategies (Tasks 5 and 6). As part of the assessment, SMPDC and municipal contacts will work together to identify the key municipal staff contacts, committees, and planning and policy documents relevant to each indicator. SMPDC staff will then meet with those contacts to review relevant municipal documents to collect data on past, current, and planned initiatives related to climate resilience. This baseline assessment will also include a review of public meetings and events related to climate resilience within each community and the outcomes of those meetings and events.

Deliverables: Written summary of existing plans, policies, and strategies related to climate change resilience for each municipality.

3. Greenhouse Gas (GHG) Inventory Review

- At the start of this cohort planning initiative, each of the participating communities will already have a complete community-wide GHG inventory. SMPDC will review each community's inventory to ensure data accuracy and provide any necessary updates.
- SMPDC will work with each community to identify and track a simplified set of emissions indicators for community emissions reduction, based on the alternative indicators of climate action in SMPDC's GHG Inventory Protocol for Southern Maine Cities and Towns.
- The overall community-wide GHG inventory will be part of each final climate action plan.

Deliverables: Updated community-wide GHG inventories for each municipality, as necessary; list of emissions indicators and associated tracking mechanism.

4. Climate Change Vulnerability Assessment

- SMPDC will help each municipality conduct a climate change vulnerability assessment that identifies climate risks, impacts, and vulnerabilities of the social, built, and natural environment. To support the assessment, SMPDC will compile climate change conditions information from SMPDC-led projects as well as local, state, and national resources, including reports developed through the Maine Climate Council process. The vulnerability assessment will be based on an appropriate framework, such as modified version of the Federal Highway Administration's 'Vulnerability Assessment and Adaptation Framework'.
- Each community task force will lead a stakeholder or public engagement workshop with the support of the Consultant to discuss local climate change impacts, present assessment findings, and identify key vulnerabilities. This information will be used to develop priority adaptation and resilience goals (Task 6).
- The climate change vulnerability assessment will be part of each final climate action plan.

Deliverables: Municipal climate change vulnerability assessment framework; written summary of vulnerability assessment results, including narrative descriptions, maps, and graphs, for each municipality; summary infographics highlight key findings from each municipality's assessment; summary of overarching vulnerabilities across municipalities.

5. GHG Reductions Goals and Strategy Development

- SMPDC and ICLEI will work with community task forces to identify potential GHG emissions reductions goals and targets to reduce community-wide GHG emissions.
- ICLEI will use their forecasting and modelling capabilities to help each community identify potential goals and high impact actions for GHG emissions reductions.
- SMPDC and ICLEI will compile a list of regionally relevant strategies and potential regional actions to reduce GHG emissions.
- SMPDC and ICLEI will assist each community task force with identifying and prioritizing local strategies.
- Each community task force will gather public feedback on emissions reduction goals and strategies through a community survey and a public workshop, supported by the Consultant and SMPDC (Task 9).

Deliverables: List of regionally-appropriate GHG emissions reduction strategies and actions; written summary of actions for each community.

6. Climate Change Adaptation Goals and Strategy Development

- SMPDC will work with the community task force to identify potential climate change adaptation goals and targets to increase community resilience to climate change. Results of each community's vulnerability assessment (Task 4) and baseline assessment (Task 2) will inform the development of goals and strategies.
- SMPDC will compile a list of regionally relevant strategies and potential regional actions to mitigate the impacts of climate change and address the local vulnerabilities identified in Task 4. This list will be informed by existing Maine resources, including the CRP List of Community Actions, Maine Flood Resilience Checklist, and Tides, Taxes, and New Tactics report, as well as a review of best practices and adaptation strategies from other geographies. In addition, SMPDC will work with the CRP Regional Coordinators and partner organizations to identify strategies and actions other Maine municipalities are undertaking.
- SMPDC will assist the community task force in identifying and prioritizing strategies related to those goals and targets through facilitated discussions and prioritization activities.
- Each community task force will gather public feedback on climate change adaptation goals and strategies through a community survey and a public workshop, supported by the Consultant and SMPDC (Task 9).

Deliverables: List of locally-appropriate climate change adaptation goals and strategies; matrix of priority adaptation goals with information about responsible parties, ease of

implementation, and target timeframes identified for each community; summary list of regional strategies.

7. Climate Action Plan

- SMPDC will lead the drafting of a unique climate action plan (CAP) for each cohort community in coordination with the community task force. Each plan will identify synergies between CAP strategies and the municipality's other planning documents, including the comprehensive plan.
- SMPDC and the Consultant will provide a climate action plan template and background information that can be incorporated into the climate action plan.
- The Consultant, supported by each community task force will give a public presentation on the draft CAP and incorporate feedback into the final plan.

Deliverables: Climate action plan for each municipality; climate action plan template.

8. Adoption and Implementation

- SMPDC will work with each community task force to encourage the adoption of the climate action plan by the local governing body, if that is a desired outcome of the municipality.
- SMPDC will work with the community task force to present the Climate Action Plan to relevant local boards, councils, or commissions.
- SMPDC will provide technical assistance to begin the implementation of some short-term climate action strategies (e.g., grant writing assistance, program development, and support for regional projects).
- SMDPC will support the community task force with identifying funding opportunities to support implementation of climate action strategies.

Deliverables: Presentation materials; summary of climate action planning next steps for each community.

9. Public Engagement

- Throughout the cohort the community task forces will work with the Consultant to lead public engagement in their community. This will ensure that the community is heavily involved in the climate action planning process. The Consultant will provide resources, materials, and facilitation support to each community and the cohort. SMPDC will support the community task forces in identifying local partners that can support the public engagement work (*i.e.*, The Climate Initiative, Wells Reserve, and University of New England).
- SMPDC will also work with the Consultant and community task forces to conduct stakeholder mapping activity to identify groups, entities, and individuals that should be engaged in the

climate action planning process to ensure the municipal CAP reflects the perspectives and priorities of the full community. The stakeholder mapping work will include specific consideration of social vulnerability within the context of climate change and community planning. SMPDC will support each task force with identifying populations that are underserved, have elevated social vulnerability, and/or have historically been marginalized and/or excluded from municipal planning efforts and determine appropriate and effective ways to engage those populations in the planning process.

- Public engagement activities will include:
 - o Public outreach
 - The Consultant will coordinate with SMPDC to create template informational resources including factsheets, newsletter articles, and infographics that can be adjusted and distributed by each community task force.
 - The Consultant will host an engagement website to share information about each municipality's planning process and solicit community input.
 - o Survey
 - The Consultant will develop a survey template for soliciting community input on the climate action planning process and local priorities and strategies.
 - Each community task force will work with the Consultant to tailor and deliver their community survey.
 - SMPDC will assist the Consultant with analyzing and summarizing the results of each community's survey.
 - o Public Meetings and workshops
 - The Consultant will work with each community task force, SMPDC, and local partners to develop and lead public workshops on the climate action planning process.
 - Public workshops will be based on a template format that can be adapted to all participating communities.
 - These workshops will be designed to gather feedback and input from the community that can be incorporated into the climate action plan.
 - The Consultant will work with each community task force to ensure equitable participation in public outreach events.
 - Meetings will be designed to provide educational opportunities for community members to learn more about climate change issues, impacts, and strategies.

Deliverables: Public outreach and engagement website; outreach and engagement materials; survey template; summary of communities' survey results; workshop planning materials (e.g., agenda, process agenda, and presentation materials); workshops participant lists; and notes from workshops.

10. Cohort Meetings

- SMPDC and the Consultant will lead periodic meetings of the entire cohort, consisting of all participating communities' task force representatives.
- These cohort meetings will be opportunities for sharing experiences; challenges; successes; community goals; and strategies. They will also serve as a forum for discussion of potential regional and multi-municipality strategies.

Deliverables: Cohort meeting agendas, participant lists, and notes.

11. Community Task Force Establishment and Meetings

- Each participating community will establish a community task force to oversee the climate action plan process and lead public engagement in their community.
- Each community task force will meet frequently throughout the cohort to lead the climate action planning process in their community. SMPDC will facilitate the community task force meetings and the Consultant and ICLEI will provide technical assistance to the task forces as needed.

Deliverables: List of task force members for each community; Community Task force meeting agendas and notes.

12. Community Task Force Trainings

- ICLEI, in partnership with SMDPC staff, will provide the cohort with four trainings to provide the foundational knowledge the task force members will need to successfully lead the climate action planning process for their respective communities. Training topics will likely be:
 - o Communicating Climate Change
 - o Climate change and climate action plans 101
 - o Incorporating Equity into climate action planning
 - o Developing goals and setting strategies

Deliverables: Training agendas, participant lists, and notes; recorded trainings.

13. Project and grant administration

- SMPDC will manage the project, including coordination and payment of ICLEI and the Consultant as well as grant administration for a \$100,000 Community Action Grant awarded to the project.

Timeline

The Local CAP Cohort will begin in Summer 2022 and continue through summer/early fall of 2023. A tentative timeline of all project tasks is presented in Appendix A.

Budget

- Total project cost for the Local CAP Cohort is \$315,553. Costs per project team member are broken down as follows:

SMPDC: \$123,075

ICLEI: \$37,478

Public Engagement and Facilitation Consultant: \$155,000

- Project costs have been significantly offset by grants and other sources of funding, significantly reducing the cost per municipality.
- Total project cost for the City of Biddeford is: \$25,184

Invoicing

SMPDC will submit quarterly invoices to City of Biddeford over the course of the project. The schedule for the invoices is as follows:

Invoice 1: July 2022 for \$6,296

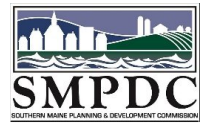
Invoice 2: Oct 2022 for \$6,296

Invoice 3: Feb 2023 for \$6,296

Invoice 4: June 2023 for \$6,296

- Adjustments to the scope of work and budget can be made based upon written agreement between the City and SMPDC. The hourly rates for the primary staff involved in this process are as follows:

Abbie Sherwin, Senior Planner & Coastal Resilience Coordinator	\$75.00 per hour
Karina Graeter, Sustainability Coordinator	\$75.00 per hour
TBD, Land Use & Climate Change Planner	\$70.00 per hour



Notice to Proceed

The signing of this memorandum of understanding shall constitute our notice to proceed.

Signed:

Printed Name, Title: _____

City of Biddeford

Date

Signed:

Printed Name, Title: _____

For SMPDC

Date

Appendix A: Tentative timeline for Local CAP Cohort

TASK	Responsible Parties	May-June 22	Jul-22	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	Jul-22	23-Aug	23-Sep
Community Activities	Baseline Assessment: Existing plans, policies, regulations SMPDC																
	GHG inventory review SMPDC																
	Climate Change Vulnerability Assessment SMPDC and community task forces																
	GHG reductions goals and strategy development SMPDC, ICLEI, and community task forces																
	Climate change adaptation goals and strategy development SMPDC and community task forces																
	Climate Action Plan SMPDC, ICLEI, Consultant, and community task forces																
	Adoption and Implementation Community task forces and SMPDC																
	Public Engagement Consultant and task forces																
	Public Outreach Consultant and task forces																
	Task Force Meetings SMPDC, community task forces, ICLEI and public engagement consultant																
Regional Activities	Cohort Meetings Consultant and SMPDC																
	Task force trainings ICLEI																
	Regional Public Engagement Consultant and SMPDC																



Finance Committee/City Council

Meeting Date: July 19, 2022
Meeting Time: 5:00 PM/6:00 PM

Agenda Item No: Orders of Day - 2022.61
Item Description: CCTV Sewer Camera Purchase

Submitted by: Jeff Demers, Director Waste Water/Public Works
Alex Buechner, Waste Water Superintendent

Supporting Information/Documentation:

RFP – CCTV Camera
5/16/22 CCTV Bid Tab
5/16/22 Cues Bid
5/16/22 Deep Trekker Bid

Executive Summary:

This is for the proposed purchase of a sewer camera that will allow us to inspect pipe sizes from 8 inches to 24 inches.

Detailed Review:

The City Wastewater department currently has partial ownership of a Cues CCTV van and operator that allows for the inspection of most pipe sizes. Because we are on a rotating schedule with Saco and Old Orchard, Biddeford only has the truck for two weeks at a time, followed by three weeks where it is only available for emergencies. This allows for an average annual inspection of about 24,000 feet per year. With over 320,000 feet of pipe, we are unable to keep up with the City's pipe inspection needs. The industry standard for proper maintenance of sewers suggests a frequency of every 5 to 10 years. At our current rate, we are unable to meet this. If purchase is approved, the new unit will be used for sewer backups, lateral locations, post cleaning inspections and other small projects. It will also be used alongside the SLRAT sewer scanner to locate and correct blockages in pipes to prevent sewer backups. Adding this resource to our toolset will allow the current operator to focus on inspecting pipes that have not been televised yet and to continue field verifying pipes to refine the sewer GIS maps.

Funding Source:

CSO Abatement work – Code 417 estimated balance of \$57,634

Staff Recommendation:

The wastewater staff scheduled demos with both of the units we received bids on. While the Cues system had more features, the Deep Trekker system was more portable and easier to operate as well as less expensive. We recommend the purchase of the Deep Trekker A-200 Crawler with the list of attachments provided in the bid for \$46,714

City of Biddeford

Wastewater Division

5/16/22
1300

Bid Tabulations

CCTV Sewer Camera

Bidders	Amount
Deep Trekker	\$46,714.00
Cues	\$58,406.00

Opened by: Alex P...

Witnessed by: Jeremy Gust

City of Biddeford, Maine
Wastewater Department
63 Water Street
Biddeford, Maine 04005
Tel. (207) 282-1350
Fax. (207) 282-8325

Notice of Request for Quotes Sewer Camera System

The equipment shall be utilized at the City of Biddeford's wastewater collections system for general pipe inspections

Notice is hereby given that the City of Biddeford Wastewater Division of the Public Works Department is requesting quotes for a battery operated CCTV camera and crawler system.

Quotes shall be submitted to the City of Biddeford Wastewater Department, Attention Superintendent Alex Buechner via email at alex.buechner@biddefordwater.com or via mail to 63 Water St, Biddeford ME, 04005 by no later than **1:00, Monday May 16th**.

Equipment Specifications

- CCTV camera and crawler system capable of inspecting pipe from 8" to 24" with tire changes and/or elevating arm attachment
- Camera must be at least 1080p resolution with at least 10X optical zoom and the ability to pan and tilt with built in floodlights
- Must include at least 600' of cable with reel counter
- Must have built in Sonde for underground locating
- Must be fully water proof and suitable for sewer conditions
- Must be battery operated and mobile (does not require external power or computer to operate)
- Must be packed up in one or two cases for easy transportation
- Must be compatible with sewer inspection software Granite.Net by Cues
- Quote must include all needs parts and accessory to operate

Supplied Paperwork and Services

- A demo must be scheduled before a purchase is made. Demo arrangements can be made by contacting the Superintendent at alex.buechner@biddefordmaine.org
- All equipment in quote must be itemized and include all necessary accessories to operate out of the box
- Quote shall also include any optional accessories
- Equipment shall be under warranty for at least one year from purchase
- If available, quote shall include options for warranty extension beyond 1 year
- Vendor shall include a list of all wearable replacement parts with associated costs.
- Vendor shall supply O&M manuals.

All quotes will be required to remain valid for period of (60) days.

The City of Biddeford reserves the right to reject any or all quotes, to make any awards or any rejections in what it alone considers to be in the best interest of the City.

City of Biddeford - A-200 Crawler

Quote created: March 21, 2022 Reference: 20220321-133036736

City of Biddeford

64 West Street
Biddeford, ME
04005
United States

Alex Buechner

alex.buechner@biddefordmaine.org
(207)-282-1350

Comments

Tristan Walker - Business Development Deep Trekker Inc.



Products & Services

Item & Description	SKU	Quantity	Unit Price	Total
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Item & Description	SKU	Quantity	Unit Price	Total
PIPE TREKKER A-200S PACKAGE	A10800S	1	\$44,900.00	\$44,900.00
A-200S PIPE CRAWLER Base Crawler System 1080p, 10x Optical, 120x Digital Pan Tilt Zoom Camera Robotic Elevating Arm LED Floodlights 200M (656') Tether Counter Reel 7" LCD Handheld Controller with 64GB SD Card Rubber Wheel Kit for 8" Pipe Rubber Wheel Kit for 10" Pipe Rubber Wheel Kit for 12" Pipe 512 MHz Sonde 2 Rugged Carrying Cases Lifting Kit, Port Caps, Charger 1 Year Bronze Warranty (Ask Your Sales Rep About DTAP)				
Shipping Insurance		1	\$1,350.00	\$1,350.00
Shipping to USA		2	\$232.00	\$464.00
One-time subtotal				\$46,714.00
Total				\$46,714.00

This quote expires on June 30, 2022

Purchase terms

Currency:

Payment Terms:

Incoterm: CIP

Payment Methods Accepted

MasterCard, Visa, Bank Transfer (Please contact us if you have an alternative payment method you prefer)

Final invoices are the only time Deep Trekker bank wire transfer details (TD Canada Trust) will be provided.

Company Information

DUNS: 203115175

Federal Tax Code (HST): 834315202

CAGE Code: L09C8

NAICS: 334310

By agreeing to this quotation, you agree to our [Purchase Terms & Conditions](#).

Questions? Contact me

Sales Manager

Tristan Walker

twalker@pipetrekker.com

+1 (519) 498-2533

Pipe Trekker

155 Washburn Drive

Kitchener, ON, Canada

N2R 1S1

Request for Quote

**City of Biddeford
Wastewater Division of the Public Works Dept
63 Water Street
Biddeford, Maine 04005
ATTN: Alex Buechner, Superintendent**

Sewer Camera System

**Opening Date:
Monday, May 16, 2022
Time: 1:00pm**

DATE: May 13, 2022

BID PREPARED BY: Kim Barontini

CUES
3600 Rio Vista Avenue
Orlando, Florida 32805
Phone: 407-849-0190
Toll Free: 800-327-7791
Fax: 407-425-1569
Email: salesinfo@cuesinc.com
Web site: www.cuesinc.com

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CUES

The Leading Manufacturer of Pipeline Inspection & Rehabilitation Systems for Over 50 Years

Established in 1964, CUES continues to be the industry leader in designing and manufacturing closed circuit television systems, used primarily for the inspection of wastewater collection and sewer line systems. CUES offers a broad line of video technology ranging from conventional video to fiber optic systems. CUES offers the ability to inspect pipe lengths ranging from 100 feet to 15,000 feet and from as little as 2 inches in diameter to 20 feet in diameter.

In addition to inspection equipment, CUES also designs, manufactures, and sells a broad range of pipeline rehabilitation equipment. These include chemical grouting systems capable of using a wide variety of grouting products. CUES also makes a complete line of lateral reinstatement cutting systems which permit the reinstating of laterals in mainline sewers after they have been relined with any of a wide variety of liner materials. For vertical wells and boreholes Cues has a full line of TV inspection equipment for viewing casings from 2" to 24" diameter.

Cues is not just a hardware manufacturer, but is a fully integrated supplier of turnkey systems including portable and custom designed vehicle borne systems engineered to operate on or off road. Cues builds over 100 custom vehicle systems per year to meet our individual customers needs including special power and other unique requirements.

Cues provides professional videotapes on system operation, safety and maintenance. We provide full time customer support and training by experienced professionals in the industry. Operator training schools are provided bi-monthly for users of TV inspection or chemical sealing. CUES' emphasis on innovation and customer support have been rewarded by customers as the company continues to be the worlds largest supplier of this type equipment.

Diversity in the construction, sizes and materials of sewer lines requires a highly diverse and adaptive set of tools to efficiently gather pertinent data from which effective decision-making can take place. The interchangeability and flexibility provided with the CUES line of equipment continues to prove that continual investment in R&D, driven by field sourced requirements, produces cost effective reliable products.

With over \$10 Million in parts inventory, a broad range of emergency/loaner equipment, and virtually 24-hour on-call service support, the company is fanatical with respect to keeping its customers productive. This investment in support is reflected in the annual delivery of more than 250 systems. More importantly, CUES' high level of customer retention underscores this commitment to customer service. Evidence of this fact is the company's large base of installed equipment, which currently numbers in excess of 4,000 systems used by government and private entities throughout the world.

Headquartered in Orlando, Florida, the company operates its manufacturing and development operations from over 50,000 square feet of facilities. In addition, the company maintains facilities for sales, service and repair in California, Canada, and The Netherlands.

The CUES employee force is it's key strength. Worldwide the company employs more than 188 people in full time positions. With dedication and focus, the CUES team is determined to further enhance the effectivity of inspecting and repairing critical wastewater pipelines.

The CUES product line, by design, offers the customer total flexibility in matching equipment to his individual need.



CUES STANDARD WARRANTY

CUES ("CUES") warrants that all parts, components, and equipment manufactured by CUES shall be free from defects in material and workmanship under normal use and service for which it was intended for a period of twelve (12) months from the date of shipment of materials by CUES to the purchaser. CUES' obligation under this warranty is limited, at CUES' option, to replacing or repairing, free of charge, any defective materials returned, freight prepaid, to the CUES designated service facility. For all warranty claims, the materials must be returned in accordance with CUES Material Return Policy.

Major items of equipment, such as vehicles, generators, etc., furnished, but not manufactured by CUES, will be covered only under the warranty of the third party manufacturer of such equipment. Expendable parts, such as light bulbs, fuses, connectors, etc., are excluded from this warranty.

Purchaser must notify CUES of a breach of warranty not later than the last day of the warranty period; otherwise, such claims shall be deemed waived.

CUES does not warrant the materials to meet the requirements of the safety codes of any federal, state, municipal or other governmental or administrative jurisdiction. Purchaser assumes all risk and liability whatsoever resulting from the use of its products, whether used singly or in combination with other products, machines or equipment.

This Warranty shall not apply to any materials, or parts thereof, which have; (a) been repaired or altered by anyone other than CUES without CUES' written consent; (b) been subject to misuse, abuse, negligence, accident, or damage; (c) not been installed or operated in accordance with CUES' printed instructions, or; (d) been operated under conditions exceeding or more severe than those set forth in the specifications of design tolerance of the equipment.

THIS WARRANTY AND THE OBLIGATION AND LIABILITIES OF CUES HEREUNDER ARE EXCLUSIVE AND IN LIEU OF (AND PURCHASER HEREBY WAIVES) ALL OTHER WARRANTIES, GUARANTEES, REPRESENTATIONS, OBLIGATIONS, OR LIABILITIES, EXPRESSED OR IMPLIED, ARISING BY LAW OR OTHERWISE, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, REGARDLESS WHETHER OR NOT OCCASIONED BY CUES' NEGLIGENCE.

CUES SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE RESULTING, DIRECTLY OR INDIRECTLY, FROM THE USE OR LOSS OF USE OF THE MATERIALS, OR FOR SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES, ECONOMIC LOSSES, LOSS OF PROFITS, LOSS OF BUSINESS, OR LOSS OF BUSINESS OPPORTUNITY. Without limiting the generality of the foregoing, this exclusion from liability embraces Purchaser's expenses for downtime or for making up downtime, damages to property, and injury to or death of any persons.

CUES neither assumes nor authorizes any person (including employees, agents, or representatives of CUES) to assume for it any other liability, guarantee, or warranty in connection with the sale or use of the materials, and no oral agreements, warranties, or understandings exist collateral to or affecting this warranty.

This warranty shall not be extended, altered, modified, or waived except by a written instrument signed by CUES.



PARTS AND SERVICE CENTER INFORMATION

CUES
3600 Rio Vista Avenue
Orlando, FL 32805

Parts Department Phone: 800-854-2837
Parts Department Fax: 800-831-1184

National Watts Line: 800-327-7791

Hours: 8:00 AM to 7:00 PM

The CUES Service Program includes toll free Watts lines, detailed manuals and technical support for training. A Trained Technician provides Local Representation in your area. Trainers Technical advice and Service Department that provides 48-72 hours turn around on repairs, a fully stocked parts and service facility in Orlando which eliminates the need for the City to stock expensive parts inventory or be subject to long periods of interrupted service due to lack of spare parts.

More than 98% of standard CUES parts are kept in CUES 10 million inventory. If a part is not in inventory and needs to be ordered, we normally have the ability to ship within 72 hours.

CUES has loaner Video System components available to the City at No Charge.

Replacement parts are typically available for 10 to 15 years.

CUES has an established a service center in the following location near you:

Bahr Sales
1185 South Broad Street
Wallingford, CT 06492
Phone: 203-265-6711
Fax: 203-269-5323
8am-5pm EST M-F

CUES LOANER EQUIPMENT AGREEMENT

LOANER EQUIPMENT is available to all CUES CUSTOMERS subject to the following conditions:

1. The **CUSTOMER** must have purchased from **CUES** the unit for which the **LOANER EQUIPMENT** is being requested.
2. The **LOANER EQUIPMENT** is subject to **AVAILABILITY**. Maximum effort will be made by **CUES** to maintain an adequate inventory of loaner units.
3. The **LOANER EQUIPMENT** is not available to **CUSTOMER** equipment on which repair actions have been taken by facilities other than **CUES**, unless such actions have been previously authorized by the **CUES** Service Facility.
4. The **CUSTOMER** must pay all transportation charges on the **LOANER EQUIPMENT** and insure it against loss for list value unless otherwise mutually agree between **CUES** and **THE CUSTOMER**. Air Freight will be the method of shipment whenever possible.
5. The **CUSTOMER** is responsible for any loss or damage to the **LOANER EQUIPMENT** while in his possession and during return transit to **CUES**. Necessary repairs will be billed at the current rate per hour, plus parts. If damage occurs during return transit, the **CUSTOMER** must file the necessary claims with the shipping company. **CUES** will be responsible for freight damage and loss while in transit to the **CUSTOMER**.
6. Standard Operating Procedure will be for **CUES** to ship air freight the **LOANER EQUIPMENT** (if available) based upon the customer's telephone request. It is the **CUSTOMER'S RESPONSIBILITY** to ship the equipment for which the loaner is requested to **CUES** by air freight no later than 24 hours after the loaner request is made.
7. Once **THE EQUIPMENT IS REPAIRED** and returned to the **CUSTOMER**, **IT BECOMES THE CUSTOMER'S RESPONSIBILITY TO RETURN CUES LOANER EQUIPMENT WITHIN FIVE (5) DAYS. IF THE CUSTOMER FAILS TO DO SO**, the loaner equipment will be considered rental equipment and billed in the amount of \$100.00 per day.
8. In the event the **CUSTOMER'S** equipment is defective beyond the point of repair, or, the repair action will exceed fifteen (15) days after receipt at the **CUES'** facility, due to circumstances beyond **CUES'** control, **CUES** will inform the **CUSTOMER** so that if necessary, a new replacement unit can be purchased. Under these circumstances, a **LOANER** replacement will be available without charge for fifteen (15) days after shipment of the **LOANER**. Beyond fifteen (15) days, the **LOANER EQUIPMENT** will be considered rental equipment and billed on a per day basis.
9. In the event you as a **CUSTOMER** do not meet your obligation in returning either the equipment to be repaired or the **CUES LOANER EQUIPMENT** per this agreement, you will be determined **INELIGIBLE FOR THE CUES LOANER EQUIPMENT**.
10. **LOANER EQUIPMENT** privileges may be revoked or suspended in the event the **CUSTOMER** becomes delinquent in financial obligations to **CUES** or fails to comply with the provisions of this Agreement.
11. All legal expenses involved in the return of **CUES** property or collection of funds for rental of equipment will be the responsibility of the **CUSTOMER**.

CUES, INC.
STANDARD TERMS AND CONDITIONS OF SALE

ACCEPTANCE AND GOVERNING PROVISIONS. No orders shall be binding upon CUES, INC. ("Seller") until accepted in writing by an authorized representative of Seller at its headquarters office or factory. SELLER'S ACCEPTANCE OF BUYER'S ORDER IS CONDITIONED UPON BUYER'S ACCEPTANCE OF THE TERMS AND CONDITIONS SET FORTH HEREIN (THE "TERMS") AND BUYER'S AGREEMENT TO BE BOUND BY AND COMPLY WITH THE TERMS. THESE TERMS, THE TERMS ON THE FACE OF THIS DOCUMENT, AND ALL REFERENCED ATTACHMENTS CONSTITUTE THE ENTIRE AGREEMENT BETWEEN BUYER AND SELLER, AND NO AMENDMENT OR MODIFICATION SHALL BE BINDING ON SELLER UNLESS SIGNED BY AN OFFICER OF SELLER. THE FAILURE OF SELLER TO OBJECT TO PROVISIONS CONTAINED IN ANY PURCHASE ORDER OR OTHER DOCUMENT OF BUYER SHALL NOT BE CONSTRUED AS A WAIVER BY SELLER OF THE TERMS OR AN ACCEPTANCE OF ANY SUCH PROVISIONS. ANY CONFLICTING OR ADDITIONAL TERMS OR CONDITIONS SET FORTH BY BUYER IN A PURCHASE ORDER OR OTHER DOCUMENT ARE NOT BINDING UPON SELLER, AND SELLER HEREBY EXPRESSLY OBJECTS THERETO.

LIMITED WARRANTY. Seller warrants that all parts, components, and equipment manufactured by Seller shall be free from defects in material and workmanship under normal use and service for which it was intended for a period of twelve (12) months from the date of shipment of materials by Seller to the Buyer. Seller's obligation under this warranty is limited. Seller, at its option, may replace or repair any defective materials returned freight prepaid, to the Seller's designated service facility. For all warranty claims, the materials must be returned in accordance with Seller's Material Return Policy or as otherwise directed by the Seller. Buyer must notify Seller of a breach of warranty not later than the last day of the warranty period; otherwise, such claims shall be deemed waived.

Major items of equipment, such as vehicles, generators, etc., furnished, but not manufactured by Seller, will be covered only under the warranty of the third party manufacturer of such equipment. Expendable parts, such as light bulbs, fuses, connectors, etc., are excluded from this warranty. Seller does not warrant the materials to meet the requirements of the safety codes of any federal, state, municipal or other governmental or administrative jurisdiction. Buyer assumes all risk and liability whatsoever resulting from the use of its products, whether used singly or in combination with other products, machines or equipment. This Warranty shall not apply to any materials, or parts thereof, which have; **(a)** been repaired or altered by anyone other than Seller without Seller's written consent; **(b)** been subject to misuse, abuse, negligence, accident, or damage; **(c)** not been installed or operated in accordance with Seller's printed instructions, or; **(d)** been operated under conditions exceeding or more severe than those set forth in the specifications of design tolerance of the equipment.

THIS WARRANTY AND THE OBLIGATION AND LIABILITIES OF CUES HEREUNDER ARE EXCLUSIVE AND IN LIEU OF (AND PURCHASER HEREBY WAIVES) ALL OTHER WARRANTIES, GUARANTEES, REPRESENTATIONS, OBLIGATIONS, OR LIABILITIES, EXPRESSED OR IMPLIED, ARISING BY LAW OR OTHERWISE, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, REGARDLESS WHETHER OR NOT OCCASIONED BY SELLER'S NEGLIGENCE. SELLER SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE RESULTING, DIRECTLY OR INDIRECTLY, FROM THE USE OR LOSS OF USE OF THE MATERIALS, OR FOR SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES, ECONOMIC LOSSES, LOSS OF PROFITS, LOSS OF BUSINESS, OR LOSS OF BUSINESS OPPORTUNITY. Without limiting the generality of the foregoing, this exclusion from liability includes Buyer's expenses for downtime or for making up downtime, damages to property, and injury to or death of any persons.

Seller neither assumes nor authorizes any person (including employees, agents, or representatives of Seller) to assume for it any other liability, guarantee, or warranty in connection with the sale or use of the materials, and no oral agreements, warranties, or understandings exist collateral to or affecting this warranty. This warranty shall not be extended, altered, modified, or waived except by a written instrument signed by Seller.

PATENTS AND TRADEMARKS. (a) If notified promptly by Buyer in writing and provided with authority, information, and assistance, Seller shall defend or may at any time settle, at Seller's option, any suit or proceeding alleging that any goods designed and sold by Buyer pursuant to Seller's proposal infringe any United States patent or trademark. Seller shall pay any damages awarded in such suit or proceeding up to the amount of the depreciated purchase price of the goods. In the event any goods are held to constitute such infringement and the use of the goods is enjoined, Seller shall, at its option and expense: (i) procure for Buyer the right to continue using the goods; (ii) replace the goods with non-infringing goods; (iii) modify the goods so that they become non-infringing; or (iv) remove the goods and return the depreciated purchase price. THE FOREGOING CONSTITUTES THE ENTIRE LIABILITY OF SELLER AND SOLE AND EXCLUSIVE REMEDY OF BUYER FOR PATENT OR TRADEMARK INFRINGEMENT RELATED TO THE GOODS. (b) NOTWITHSTANDING THE FOREGOING, SECTION (a) ABOVE SHALL NOT APPLY TO ANY SUIT OR PROCEEDING ALLEGING INFRINGEMENT RESULTING FROM OR RELATED TO SELLER'S COMPLIANCE WITH THE SPECIFICATIONS OR DESIGN OF BUYER OR THE USE OF GOODS OF SELLER IN COMBINATION WITH OTHER GOODS OR MATERIALS. Buyer shall defend and pay any damages awarded in such suit or proceeding.

DELIVERY AND DELAY. (a) Unless otherwise agreed to in a writing signed by Seller: (i) goods shall be delivered Ex Works Seller's premises (Incoterms 2010), with availability of goods to the carrier constituting delivery to Buyer; (ii) title to the goods and risk of damage or loss shall pass to Buyer upon loading of goods on the initial carrier at Seller's premises; (iii) transportation costs shall be paid by Buyer; and (iv) Buyer shall have sole responsibility for filing any claims with any carrier for delay, loss or damage. (b) Dates of delivery or other performance are estimates and are based on timely receipt from Buyer of accurate and complete approved drawings and technical data. Seller shall not be liable for any delay beyond its reasonable control or caused by accident, bad weather, embargo, act of Buyer or third parties, labor disputes, national emergency, riots, non-delivery of suppliers, delays of carriers or delivery agents, inability to obtain labor, materials or manufacturing facilities, acts of God, or government restrictions, prohibitions or requirements. In the event of any such delay, Seller's time period for delivery or performance shall be extended accordingly. **REGARDLESS OF THE CAUSE, SELLER SHALL HAVE NO LIABILITY FOR PENALTIES OF ANY NATURE AS A RESULT OF A DELAY.** During any period of shortage due to the stated or similar causes, Seller may prorate its supply of material among its internal demand and its customers in whatever manner it chooses.

LIMITATION OF LIABILITY. (a) **EXCEPT TO THE EXTENT SPECIFICALLY PROVIDED UNDER SECTION 3 ABOVE, SELLER SHALL NOT BE LIABLE UNDER ANY THEORY OF RELIEF, INCLUDING, WITHOUT LIMITATION, BREACH OF WARRANTY, BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OF OTHERWISE, ARISING OUT OF OR RELATED TO AN ORDER OR SELLER'S ACTS OR OMISSIONS, FOR: (i) INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES OF ANY NATURE, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, DAMAGE TO PROPERTY, OR LOSS OF USE; OR (ii) ANY DAMAGE OR LOSS IN EXCESS OF THE PURCHASE PRICE ACTUALLY PAID BY BUYER.** (b) Any action by Buyer must be commenced within one year after the cause of action has accrued.

CHANGES, SUBSTITUTIONS, AND CANCELLATION. (a) Any material changes requested by Buyer are not effective unless accepted in writing by an authorized representative of Seller from Seller's corporate offices. Any changes accepted by Seller which affect the specifications or scope of work of an order shall be reflected in an updated purchase order and entitle Seller, as appropriate, to an adjustment to the price, delivery schedule, or other terms affected by such change. (b) Seller may furnish suitable substitutes for materials unobtainable due to regulations of governmental authorities or unavailability of materials from suppliers. Details of design and construction in any proposal are approximate and subject to revision by Seller. If changes in performance of services or in materials, design, layout or arrangement of goods are desired or required by conditions of which Seller was unaware or which were unforeseen by Seller, the price is subject to revision. (c) Buyer may cancel an order only with the written consent of Seller and upon payment of cancellation charges. In the event Seller accepts such cancellation for all or any part of the goods or services, Buyer shall be liable for the higher of: (i) 25% of the purchase price; or (ii) any loss incurred by Seller, including, without limitation, costs of engineering, reconditioning, labor, materials, overhead and profit margin.

APPROVALS, INSPECTION AND ACCEPTANCE. (a) Buyer's approval, or failure to disapprove, of drawings submitted hereunder constitutes Buyer's acceptance of equipment design, specifications and other data contained therein. (b) Inspection of goods at our plant by Buyer, or Buyer's representatives, will be permitted insofar as such inspection does not interfere with Seller's production and provided that complete written details of such inspection are submitted to Seller ten (10) days in advance. (c) The goods and services shall be deemed accepted, and any claim of Buyer against Seller with respect to an order shall be waived and not enforceable, unless: (i) Buyer has promptly inspected the goods and services, and written notice from Buyer of any defect has been received by Seller within forty-eight (48) hours of rejection of any equipment inspected at Seller's factory or, if no factory inspection has taken place, within thirty (30) days following any delivery of goods or performance of services; and (ii) Seller has been given by Buyer reasonable advance notice and authorization to attend any tests designed to demonstrate that goods or services are defective, and the test conditions are mutually agreed to by Buyer and Seller. (d) Goods may not be returned without obtaining written authorization and shipping instructions from an authorized representative of Seller.

PRICES, PAYMENT, AND CREDIT. (a) Unless other terms have been expressly stated by Seller in writing, Seller's prices: (i) are Ex-Works Seller's Premises (Incoterms 2010); (ii) do not include any domestic sales, use, excise, or similar taxes under existing or future laws (with Buyer to be charged for same, unless Buyer has provided Seller with an appropriate tax exemption certificate); (iii) are valid for sales for 45 days from the proposal date; and (iv) do not include costs for installation of goods. All quoted prices are in U.S. Dollars and are subject to correction for clerical errors. (b) Unless otherwise agreed in writing and subject to credit approval, payment terms shall be net 30 days from the date of shipment. (c) Pro-rata payments shall become due with partial shipments of goods or partial delivery of services. Seller shall charge 1¹/₂% per month (or such lower percentage as required by applicable law) of the unpaid invoice balance, commencing 30 days following the shipment date. Any delay in delivery or performance of an installment shall not relieve Buyer of its obligation to accept and make payment for remaining installments. If Buyer is notified by Seller that the goods are ready for shipment and there is an unreasonable delay in shipment for reasons beyond Seller's control (including Buyer's failure to provide shipping instructions), the date of completion shall be treated as the date of shipment for payment purposes, and completed goods shall be held at Buyer's risk of loss or damage, with Buyer paying all storage and insurance expenses. (d) Seller may, at its option, decline to deliver goods or provide services, except for cash, or stop goods in transit whenever, for any reason, Seller doubts Buyer's financial responsibility.

GOODS FOR EXPORT. If the ultimate destination of the goods is outside of the United States, Buyer shall designate such country on its purchase order. In the event that Buyer purchases goods for export without so notifying Seller, Buyer shall have sole liability and shall defend and indemnify Seller for any loss or damage (including without limitation, claims of governmental authorities) arising from the export from the United States or import into another country of such goods, including, without limitation, those related to packaging, labeling, marking, warranty, contents, use, or documentation of the goods. Seller shall have sole responsibility for obtaining any required export licenses. Buyer shall neither take, nor solicit Seller to take, any action which would violate any anti-boycott, anti-corruption, or any export or import statutes or regulations of the United States or other governmental authorities and shall defend and indemnify Seller for any loss or damage arising out of or related to such action.

PROPRIETARY INFORMATION. Seller retains title to all engineering and production prints, drawings, technical data, and other information and documents that relate to the goods and services sold to Buyer. Unless advised by Seller in writing to the contrary, all such information and documents disclosed or delivered by Seller to Buyer are to be deemed proprietary to Seller and shall be used by Buyer solely for the purpose of inspection, installation, and maintenance and not used by Buyer for any other purpose.

REV. 01/01/21 JA

Technical Clarifications

CUES Meets and exceeds the city's bid specification for Sewer Camera System.

CUES is providing a system for 8"- 36" pipelines with 1000' Cable. The camera comes with Built-in Sonde & Built-in Inclinometer. The transporter will come with a power elevator.

The only exception to the specification is that you cannot run the power reel, camera, and transporter off battery. A 2000' watt generator or inverter will be required to power the system. The command module runs off battery.

Bid Proposal Page

Item 1:

One (1) Sewer Camera System

Bid Price: \$ 58,406

Options

Laptop Computer w/GNET Basic Inspection Software and 1 Year Basic Support

Optional Item Price: \$ 11,280

Field Training for ID System, 2 DAYS

Optional Item Price: \$ 2,750

Bid Price: \$ 58,406

Bid Price Including all options: \$ 72,436

Delivery: 4 weeks ARO

FOB: Destination

Terms: Net 30

Proposal Submitted By:

**ELXSI d/b/a Cues
3600 Rio Vista Avenue
Orlando, FL 32805**

Phone: 800-327-7791

Fax: 407-425-1569

City of Biddeford, Maine
Wastewater Department
63 Water Street
Biddeford, Maine 04005
Tel. (207) 282-1350
Fax. (207) 282-8325

Notice of Request for Quotes Sewer Camera System

The equipment shall be utilized at the City of Biddeford's wastewater collections system for general pipe inspections

Notice is hereby given that the City of Biddeford Wastewater Division of the Public Works Department is requesting quotes for a battery operated CCTV camera and crawler system.

Quotes shall be submitted to the City of Biddeford Wastewater Department, Attention Superintendent Alex Buechner via email at alex.buechner@biddefordmaine.org or via mail to 63 Water St, Biddeford ME, 04005 by no later than **1:00 p.m. on Monday May 16th**.

Equipment Specifications

- CCTV camera and crawler system capable of inspecting pipe from 8" to 24" with tire changes and/or elevating arm attachment
- Camera must be at least 1080p resolution with at least 10X optical zoom and the ability to pan and tilt with built in floodlights
- Must include at least 600' of cable with reel counter
- Must have built in Sonde for underground locating
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- Vendor shall supply O&M manuals.

All quotes will be required to remain valid for period of (60) days.

The City of Biddeford reserves the right to reject any or all quotes, to make any awards or any rejections in what it alone considers to be in the best interest of the City.

Specifications For: Biddeford, City of, ME

RFQ: SEWER CAMERA SYSTEM

1 C550 FLEXITRAX LARGE STANDARD PACKAGE for 8" to 36" pipe To Include:

- 1 - C550 Powered Drum A 305m (1000 Ft) Cable W/Swivel
- 1 - Cable Assy Mains P350 USA, NEMA 5-15
- 1 - 6" Tractor Assembly
- 1 - P356 Strap Bracket Kit
- 1 - C550c Command Module
- 1 - C550 Pendant Controller
- 1 - Pan/Tilt Zoom Camera
- 1 - Large Power Elevator
- 2 - Medium Wheel Set (No Adaptors Required)
- 2 - Dual Large Pneumatic Wheel Set
- 1 - Stack Adapter Assy 170 Pnu Wheels 4-Off
- 4 - 3" Small Grit Wheel
- 1 - R W Adaptor P354 65mm Wheel 6" RL
- 4 - 4" PVC Large Grit Wheel
- 1 - R W Adaptor P356 105mm Wheel 8" RL
- 1 - 8W Light Head
- 1 - Top Roller-Manhole
- 1 - Downhole Roller- Non-Coated
- 3 - Pole Extension Aluminum 72"
- 1 - Tube Adaptor for Downhole Pole
- 50 - Rope for Cleats
- 1 - Hook Attachment
- 1 - 1m Link Cable
- 1 - Accessory Bag - CUES Grey
- 1 - Key Ball End Metric Set
- 1 - 50 mL Grease
- 1 - C550 Cable Blanking Tow Eye
- 1 - Mains Lead - USA

1 ON-SITE TRAINING PROVIDED BY BAHR SALES

1 DELIVERY

OPTIONAL ITEMS

[NOT INCLUDED IN BASE QUOTE]

1 OPTIONAL LAPTOP COMPUTER WITH DATA COLLECTION SOFTWARE * ** (Optional)

- Intel i7-11800H
- Windows 10 Pro
- 16GB DDR4 RAM
- 1TB M.2 PCIe NVMe SSD
- NVIDIA GeForce RTX 3050 Ti 4GB
- 15.6 inch FND display
- Intel Wifi 6 2x2 with Bluetooth
- GraniteNet Basic Software
- Video Capture Device, USB3, PENG0,4K,HDMI
- High Speed HDMI Cable
- Ethernet Cable
- GraniteNet Basic Software Support Plan (1-Year)

**CUES STANDARD LAPTOP TO MEET GNET HARDWARE REQUIREMENTS.

CONFIGURATION MAY CHANGE WITHOUT NOTICE DUE TO CURRENT COVID SUPPLY ISSUES.

**Spec for computers can change without notice

***International Configuration may vary to comply with the U.S. Department of Commerce, Bureau of Industry & Security regulations on export of technology

1 FIELD TRAINING FOR ID SYSTEM, 2 DAYS (Optional)

flexitrac™ C550c

Comprehensive. Convenient. Connected.

Portable video inspection for drainage, water and plumbing networks



Portable, modular pipeline inspection – designed with you in mind

Inspect pipes faster to complete more surveys each day

- The intuitive interface is quick to set up and simple to operate.
- Dedicated function keys make it easy to use.
- Built-in rechargeable batteries lasting all day.

Stay connected

Reports are ready to share as soon as your survey is complete.

- WiFi connection for sending reports via DropBox or email.
- Advanced connectivity with USB, HDMI and ethernet, making it easy to view and export your data.
- Video streaming to nearby devices.

A suite of reporting formats

Expand your client base by offering a variety of tailored surveys through;

- Integrate with Cues GraniteNet software to create NASSCO standard compliant reports including PACP, LACP, and MACP.
- Basic reports.

Customised solutions

- Modular by design, the flexitrax C550c system can be paired with a range of products and accessories.
- Our solution gives you flexibility when you need it, enabling you to survey pipes from 1¼" / 32mm to 60" / 1500mm.

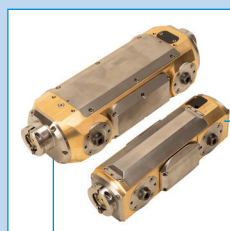


Crawlers

The two crawlers enable you to center your camera across a wide range of pipe sizes.



Auxiliary lighthouse for additional light in large or dark pipes



P354 crawler

Center in pipes from

- 5.5" - 18" / 140mm - 57mm relined sewer pipe.
- 4" - 18" / 100mm - 457mm industrial pipe

P356 crawler

Center in pipes from

- 7.5" - 60" / 190mm - 1500mm sewer pipe
- 6" - 60" / 150mm - 1500mm industrial pipe



flexitrax C550c controller

Alerts for WiFi and battery status

High resolution
12.1"/307mm screen

IP55 ingress
protection open
and closed

Regional keyboard
layouts available

Dedicated buttons for
shortcuts to commonly
used functions



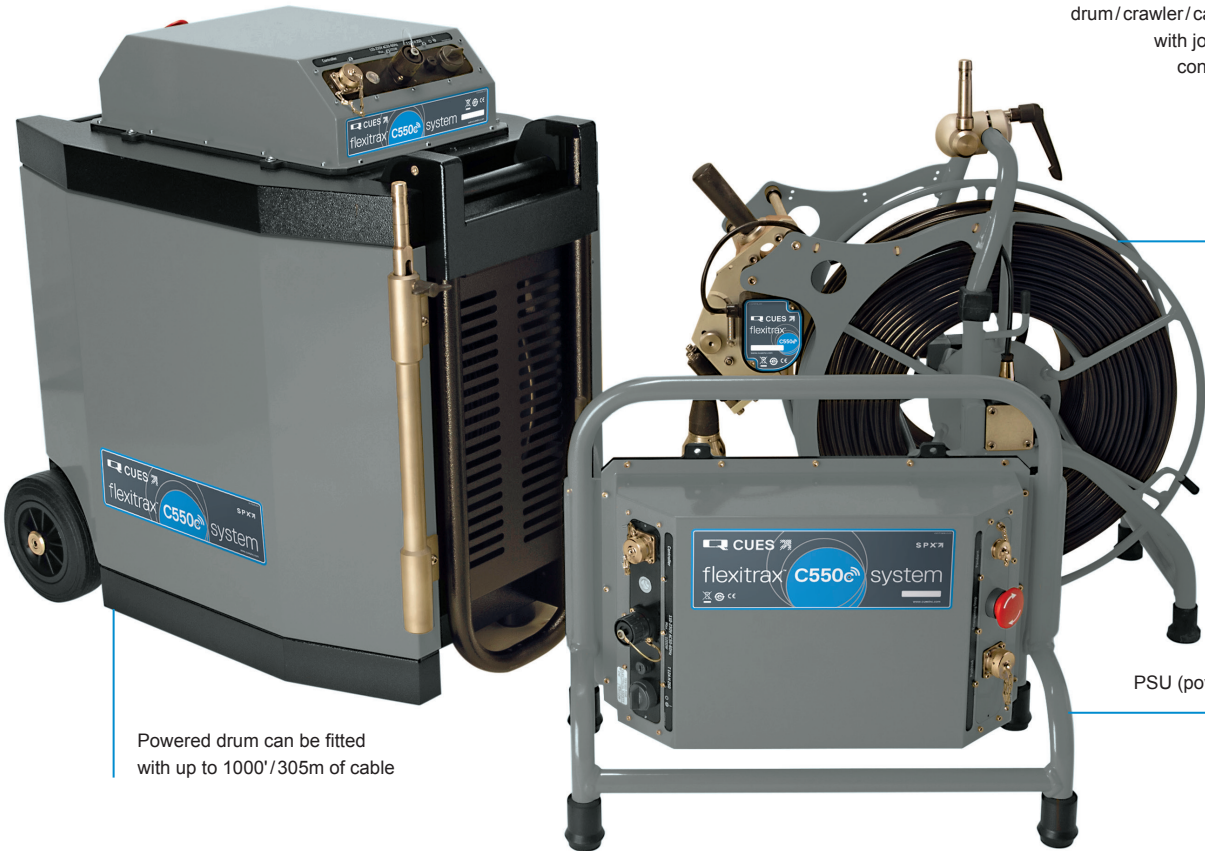
Convenient
cable-tidy
hooks

Connectivity: USB, HDMI,
WiFi, ethernet, audio
and analog video in



Fingertip control of
drum/crawler/camera/light
with joysticks and
control buttons

Drums



Powered drum can be fitted
with up to 1000'/305m of cable

Manual drum

If you need a more
portable solution, the
manual drum can help
you reach access
points beyond the
range of your vehicle

PSU (power supply) for manual drum



Easier



Faster



Simpler

Easier. Faster. Simpler.

The flexitrac C550c is designed around simplicity of operation. Ready to use in 30 seconds from powering on, it requires minimal training to operate, letting you concentrate on pipe inspection.

A large 12.1"/307mm HD, daylight visible screen combined with full-size keyboard and dedicated function keys guide you through the survey process, making the system faster and easier to use.

Built in is a high capacity internal lithium-ion battery and 128Gb of solid state memory, sufficient for over 90 hours of video recording.

Tailored solutions

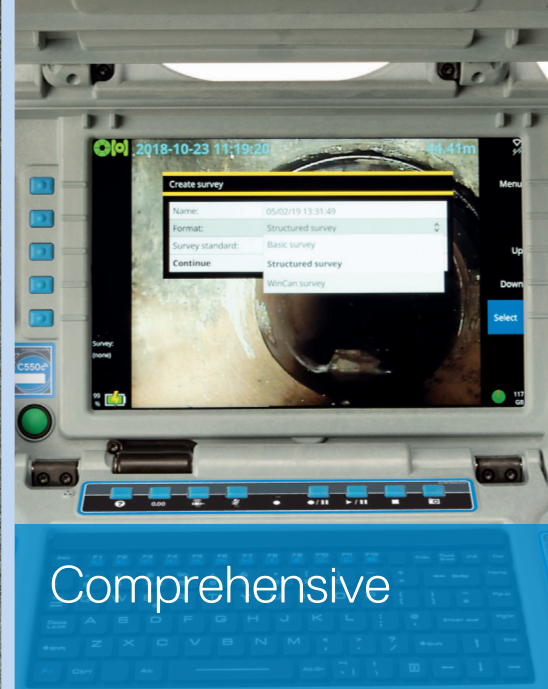
This portable and modular crawler system enables operators to customise the flexitrac C550c solution for the inspection of a vast range of pipes, in all locations.

The flexitrac C550c can be readily transported and easily wheeled onto site through our rugged, ergonomic design, allowing you to reach access points beyond the range of your vehicle.



Survey an extensive range of pipes

Survey pipes with an extensive range of 1¼" - 60" / 32mm - 1500mm.



Reporting

Use GraniteNet software to integrate the flexitrac C550c to your asset inspection, decision support, and work management program.

Additionally, the flexitrac C550c has complete on-board reporting capabilities and connectivity, quickly delivering content-rich survey reports to you and your customers. Creating a comprehensive report is quick and easy;

1 Choose the reporting template

Use customizable report templates for each occasion using customizable observation codes.

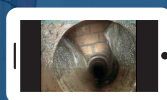
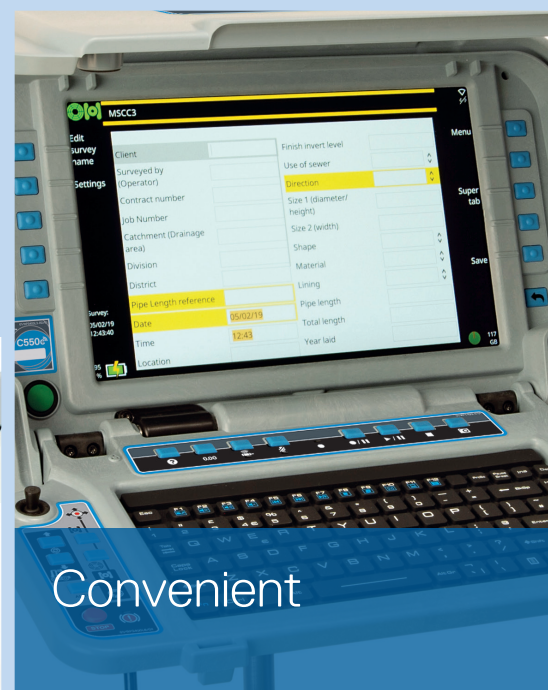
2 Complete the survey

Enter your survey details using a tactile, full-size keyboard. Dedicated and context-sensitive function buttons guide you through the survey process.

3 Distribute the report

Share reports, images and video as soon as your survey is complete via DropBox or email*. Alternatively you can export a report to a USB stick or stream videos to a nearby device.

(*WiFi access point required, such as mobile phone, tablet or dongle)



Connected

Accessories and Options

When building your flexitrac C550c solution, centering your camera in the middle of the pipe is key. Once the drum and crawler system have been chosen, enhance your pipeline inspection capabilities by incorporating our expert range of accessories to meet the demands of the various pipes you are working in.

Wheels

Select from a range of small, medium or large wheels and/or spacers to suit your pipe size and terrain.



Elevators

Both manual and powered elevators are available, for centered inspection up to 36"/900mm.



Other accessories are available.

Pushrods

A choice of pushrod reels of varying length and flexibility can be connected to the flexitrac C550c system. All controllers feature high capacity internal lithium-ion batteries proving power for up to a full day's typical usage. Use a pushrod to survey pipes as small as 1¼"/32mm.



Cameras

Choose from three camera models; Forward view only, Pan and Tilt or Pan and Tilt, with 10 x optical zoom.



Cradle

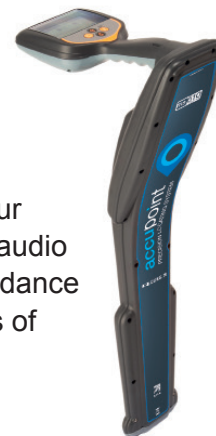
Combine the cradle and elevator together with the large crawler for centered inspection up to 60"/1500mm.



Locator

Combine your C550c flexiprobe system with the CUES Accupoint locator to pinpoint your camera's location and depth.

Guidance mode helps you trace your target with user-friendly visual and audio guides, while Peak+ mode with Guidance Arrows specifically target the needs of CCTV inspection system users.



The flexitrac C550c crawler system is fully compatible with Pearpoint's flexiprobe™ C540c, P540c and P340 range.

Specifications

flexitrax C550c	
Controller Battery Capacity	Internal Li-Ion Battery (4S2P) - 14.68V, 6.4Ah (93.95Wh)
Controller Battery Run-Time	Up to one day's typical usage, 7.5hrs view only/5hrs continuous recording*
Cameras	Forward View with 120 Lumen LEDs Pan/Tilt with 210 Lumen LEDs Pan, Tilt and 10 x optical Zoom with 420 Lumen LEDs
Connectivity	USB 2.0 (x3), HDMI video out, analog video in (PAL/NTSC), headphones out, microphone in, rod/camera/drum connectivity and 802.11 b/g/n WiFi
Construction	High impact ABS and powder-coated, zinc-plated mild steel
Controllers	flexitrax C550c command module with integrated joysticks to control the camera and crawler Optional pendant controller for deployment phase
Dimensions	17.5" x 15.2" x 6.1"/445mm x 385mm x 155mm
Display	12.1"/307mm, 1280 x 800 color LCD
Drums	Manual drum or powered drum, with cable length options from 500' to 1000'/150m to 305m
Environmental Protection	flexitrax C550c controller: IP55 Power supply/charger: IP54 rated for indoor use
Input power requirements	10-30V, 60W
Power sources	Power from drum, external mains PSU or internal battery
Power supply	Mains input 100-240VAC, 50-60Hz, 1.7A DC output 16V, 3.75A, 60W
Recording Formats	Video: H.264. Audio: MP3. File format: MP4
Report File Formats	Basic reports, MSCC3 & 4: docx MSCC5: docx or Xml WinCan: Xml Video: MP4 Image: JPEG
Storage	Integral 128Gb and support of USB flash storage
Temperature	Storage: 4°F to 176°F/-20°C to +80°C Operating: 14°F to 122°F/-10°C to +50°C Charging: 32°F to 104°F/0°C to +40°C
Weight	16lb / 7.25 kg
Wheels	Small, medium and large solid rubber and large pneumatic for conventional/silted pipes Rasp wheels for smooth/relined pipes

*May vary depending on power management settings chosen, ambient conditions, accessories attached, recording time and other factors



READY TO GET STARTED

Visit www.cuesinc.com

Visit www.cuesinc.com

Global locations

CUES (USA)

3600 Rio Vista Avenue, Orlando, FL 32805, USA
Toll Free: +1 (800) 327 7791 salesinfo@cuesinc.com

CUES (Canada)

1675 Sismet Road, Mississauga, Ontario L4W 1P9, Canada
Toll Free: +1 (877) 297 8957 larryc@cuesinc.com

Pearpoint (USA)

39-740 Garand Lane, Unit B, Palm Desert, CA 92211, USA
Toll Free: +1 800 688 8094 Tel: +1 760 343 7350 pearpoint.sales.us@spx.com

As the world's leading manufacturer of water, wastewater, and stormwater inspection equipment, CUES provides the necessary tools for both pipeline inspection and repair. For 50+ years, CUES has manufactured the most rugged and reliable pipeline inspection equipment in the industry.

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Finance Committee/City Council

Meeting Date: July 19, 2022
Meeting Time: 5:00 PM/6:00 PM

Agenda Item No: Orders of Day – 2022.62
Item Description: Grit Classifier Replacement

Submitted by: Jeff Demers, Director Waste Water/Public Works
Alex Buechner, Waste Water Superintendent

Supporting Information/Documentation:

RFP – Grit Classifier
5/16/22 Grit Classifier Bid Tab
5/16/22 Wescor Associates Wemco Classifier Bid
5/16/22 Russell Resources Smith & Loveless Classifier Bid

Executive Summary:

This is for the purchase of two grit classifiers. This equipment separates and washes sand, rocks, and other inorganics as part of the preliminary treatment process at the Wastewater Treatment Facility. The existing classifiers were installed as part of the 1998 upgrade and are past their life expectancy.

Detailed Review:

A properly functioning grit removal system is key to the successful operation of the WWTF. It removes inorganics to support the biological treatment process, provides protection of downstream equipment by removing abrasive material, and keeps the aeration system running efficiently by reducing the amount of sediment that ends up in the tanks. These units are past their life expectancy, worn out and beyond daily general repair. Without these grit classifiers, downstream pumps and equipment will have a reduced life span.

Funding Source:

ARP Funds with an estimated Balance of \$150,000

Staff Recommendation:

Staff recommends approval of the Wescor bid for two stainless steel Wemco grit classifiers, spare replacement liners and lower bearings (high wear parts) along with the extra year warranty (\$2500) for a total of \$143,320. Not only is the Wescor Associates bid the low bid, it is also a direct

replacement of the existing equipment and can be installed without any modifications to the existing piping and electrical systems. Staff recommends

City of Biddeford
Wastewater Division

Bid Tabulations

5/16/2022

Grit Classifier

Bidders	Amount
Wescor Associates (Wemco)	\$137,100
Russell Resources (Smith & Loveless)	\$198,393

Opened by: 

Witnessed by: 

City of Biddeford, Maine
Wastewater Department
63 Water Street
Biddeford, Maine 04005
Tel. (207) 282-1350
Fax. (207) 282-8325

Notice of Request for Bids
Two Grit Classifiers

The equipment shall be installed at the City of Biddeford's Wastewater Treatment Plant for grit concentrating and removal or organics.

Notice is hereby given that the City of Biddeford Wastewater Division of the Public Works Department is requesting sealed bids for two grit classifiers. Bids must be received by the Department of Public Works by **1:00pm Monday May 16th** at 371 Hill Street, Biddeford Maine, 04005.

Bids shall be submitted on the bid form and shall state the Total Cost of the Grit Classifiers FOB the Biddeford Wastewater Treatment Facility located at 63 Water Street, Biddeford, ME 04005. Wiring and installation will be provided by the City of Biddeford.

Equipment Specifications

- Each classifier shall be sized to receive flows of 220 gpm.
- Classifier equipment shall be constructed from stainless steel.
- Equipment shall fit within building and existing piping with minimum modification. (see attached drawings and photos)
 - o Cyclone Inlet = 4" ductile
 - o Cyclone Overflow = 6" ductile
 - o Concentrator/Washer Drain = 8" ductile
- Equipment shall be the product of one manufacturer.
- Each cyclone shall be capable of capturing 95% of the grit entering the inlet feed that is larger than 105 microns and has a specific gravity of 2.65 or greater.
- Each classifier shall be capable of capturing 95% of the grit entering the inlet feed that is larger than 105 microns and has a specific gravity of 2.65 or greater.
- The cyclone shall be constructed so that any section of liner can be replaced independently.
- The cyclone assembly shall be easily opened for ease of access for clearing blockages.
- All equipment shall include covers to minimize splashing.
- Electric motors and electrical equipment shall meet class 1, division 2 standards or provide intrinsically safe barriers.

Supplied Paperwork and Services

- For any equipment that is not a direct replacement of the existing Wemco 12FF classifiers, a site visit is required to confirm that proposed equipment will fit in existing space with only minor modifications needed. A site visit can be scheduled by contacted

the Superintendent via email at alex.buechner@biddefordmaine.org or by phone at (207)-282-1350.

- Equipment cost shall be presented as a lump sum for two classifiers, cyclones, motors, and any other supplied equipment.
- Equipment shall be under warranty for at least one year from start up.
- Vendor shall provide pricing on warranty extension if available.
- Vendor shall supply a list of references and contact info for similar applications.
- Vendor shall include a list of all wearable replacement parts with associated costs.
- Vendor shall supply shop drawings and O&M manuals.
- Vendor shall provide startup technicians to inspect and assist with the startup once install is complete.

Interested parties may obtain copies of the bid documents and specifications online at <http://www.biddefordmaine.org/rfp> or in person from the City of Biddeford's Public Works Department at 371 Hill Street, Biddeford Maine, 04005. All responders must register using the online form provided on the RFP webpage. Assistance with access to the RFP and online registration form is available by calling Alex Buechner at (207) 282-1350. Bids received after the designated time will not be accepted.

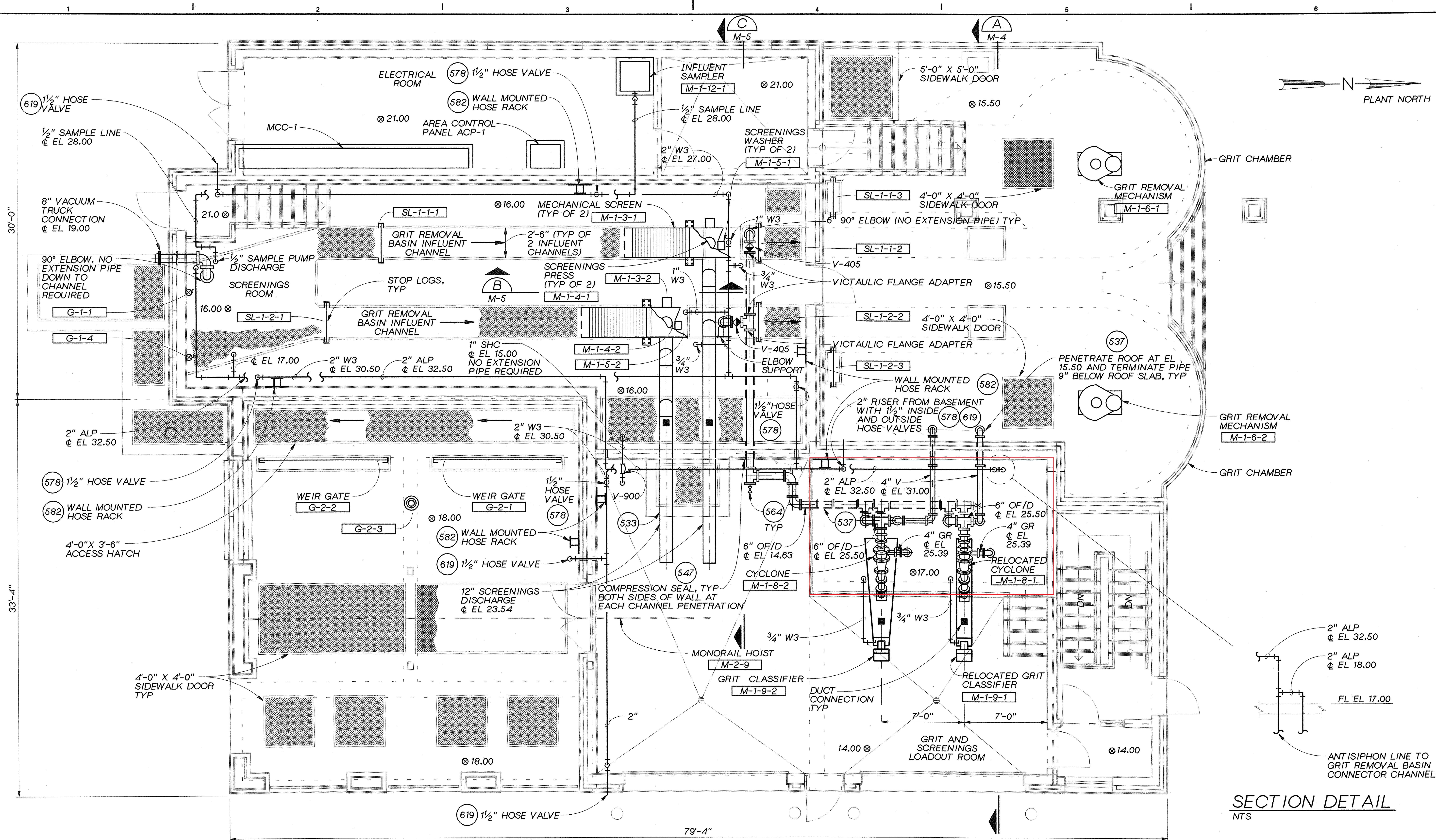
All bids will be required to remain valid for period of (60) days.

The City of Biddeford reserves the right to reject any or all bids, to make any awards or any rejections in what it alone considers to be in the best interest of the City.

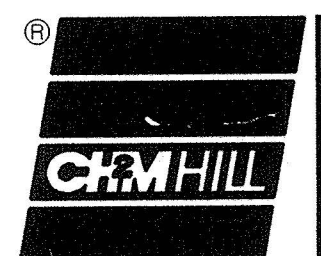
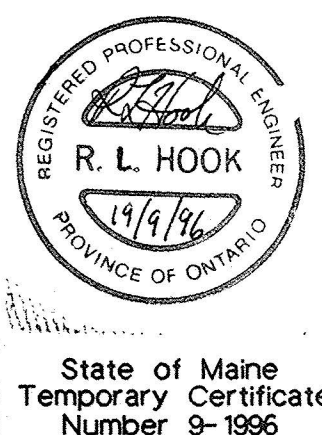








PLAN
1/4"=1'-0"



DSGN M. WILSON/
T. ALI
DR R. COOPER
CHK D. RIPPON
APVD R. HOOK

NO.	DATE	REVISION	BY	APVD

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VERIFY SCALE
BAR IS ONE INCH ON ORIGINAL DRAWING.
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY.

WASTEWATER TREATMENT PLANT
EXPANSION TO 10 MGD
AND UPGRADES
BIDDEFORD, MAINE

MECHANICAL
PRELIMINARY TREATMENT BUILDING
UPPER PLAN

SHEET 113
DWG NO. M-1
DATE OCT 1996
PROJ NO. 105749.B1

12 May 2022

Wescor Associates Inc.
P.O. Box 370 686 South Street
Wrentham, MA 02093

Quotation number: 1669386
Revision:

Attn:

Project: Biddeford, ME Classifier
Your reference:

We thank you for your above referenced inquiry, and are pleased to submit our quotation for your consideration.

Primary Items:

Item number	Service	Size	Unit Price	Unit Freight	Qty	Extended Price
001	Stainless Steel	12-FF-WE	\$ 68,550	Included	2	\$ 137,100

- Extended warranty: **\$2,500** per additional year for both units (1 year warranty is already included)
- Wear item, (1) set liners: **\$1,750**
- Wear item, (1) lower bearing assembly: **\$1,970**

Sample O&M and References are provided; accompanying this proposal under separate document.
Pricing is valid for sixty (60) days.

Please see the next page for a summary of our offer. Full details can be found in subsequent pages.

Shipment: Approximately 22-24 weeks after receipt of approved purchase order and/or final approval of submittal and drawings. Submittals, if required, 6-8 weeks from PO placement.

Proposed equipment is a duplicate to SN 97W15279 in upgraded materials (i.e., stainless steel).
Unlike competitive offers you may receive, No modifications are required to the existing piping for the installation of these units.

We hope you find our quotation in line with your requirements. However, if you have any questions, please do not hesitate to contact us.

Sincerely,

Sarah Gray
Trillium Pumps USA Inc

Customer Technical Offer

Customer	Wescor Associates Inc.	Size / Stages	12-FF-WE / 1
Item number	001	Pump speed	0
Customer reference		Quote number	1669386

Pump

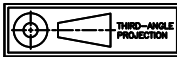
Qty	Description
2	<i>WEMCO Hydrogritter 12" Full Flare - Weir End</i> Tank Options Tank Options Stainless steel tank Air tight design Stainless steel hardware Standard tank support Stainless steel tank support No grit chute Spiral Options Spiral Options Stainless steel spiral guard Stainless steel spiral single pitch ARS wear shoes Stainless steel spiral hardware Spiral speed - 12 RPM Drive Drive Options Stainless steel driven assembly No torque limiter No zero speed sensor Belt driven Stainless steel belt guard Sluice water Sluice Water Options Stainless steel sluice water valve 120V Explosion proof sluice water valve enclosure Wemclone Wemclone Configuration Wemclone quantity Single Wemclone 1000C Wemclone (quantity of 1) Aluminum Wemclone Rubber Wemclone liner Stainless steel Wemclone hardware Stainless steel Wemclone support (single wemclone) Wemclone overflow piping -02 45 degrees Inlet arrangement A 45 degree Wemclone Stainless steel Wemclone pressure gauge 0-15 PSI Wemclone pressure gauge (single wemclone) Feedbox Feedbox Options Center feedbox One stainless steel feedbox Motor 1/2 HP 1800 RPM E-PACT Efficient 230V/460V TENV Severe Duty Motor

Pump

Qty	Description
	Protective Coatings Paint type Paint Preparation: Standard paint preparation (clean and blast) Tank Exterior and Cyclone - Epoxy 2 Coat Paint - Blue (Prime and Top Coat) - Option #9 Tank Interior, Spiral and Wear Shoes - Coal Tar Epoxy Paint - Black - (Stainless is Uncoated) - Option #9 Stainless steel parts on the Hydrogritter will not be painted Packing & Shipping Shipping No Boxing Trillium Decision Carrier Freight Rates Freight Rates - Maine: Maine Estimated Weights Tank: 745.0 lb Wemclone: 650.0 lb Driver: 30.00 lb Misc. Weight: 0.00 lb Misc. Weight: 0.00 lb Misc. Weight: 0.00 lb Total Per Unit Weight: 1,425.0 lb

No Group

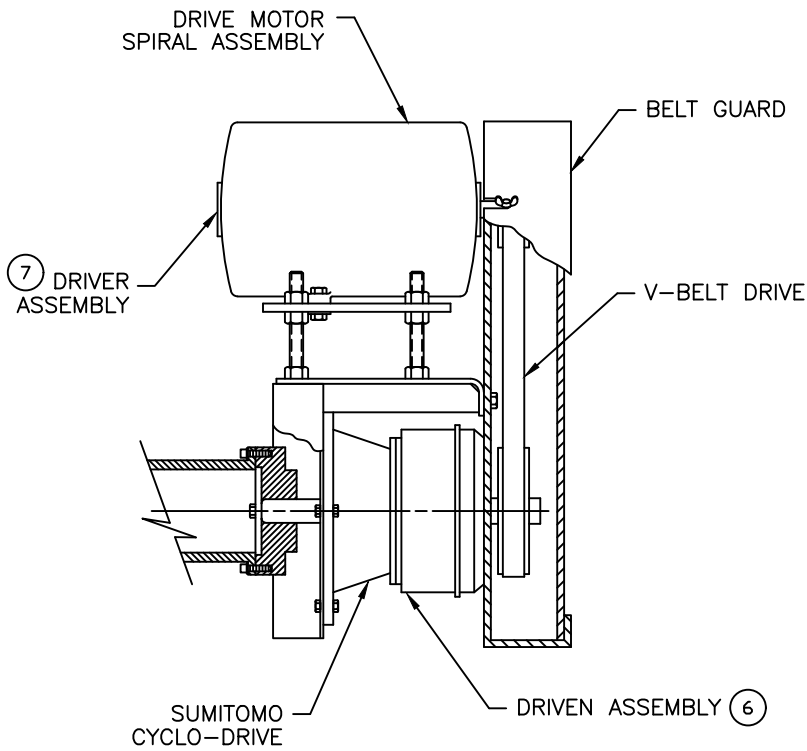
Qty	Description
1	Flow Rate/per cyclone 220GPM: 220 USgpm Inlet Pressure 5PSI: 5.00 psi.g



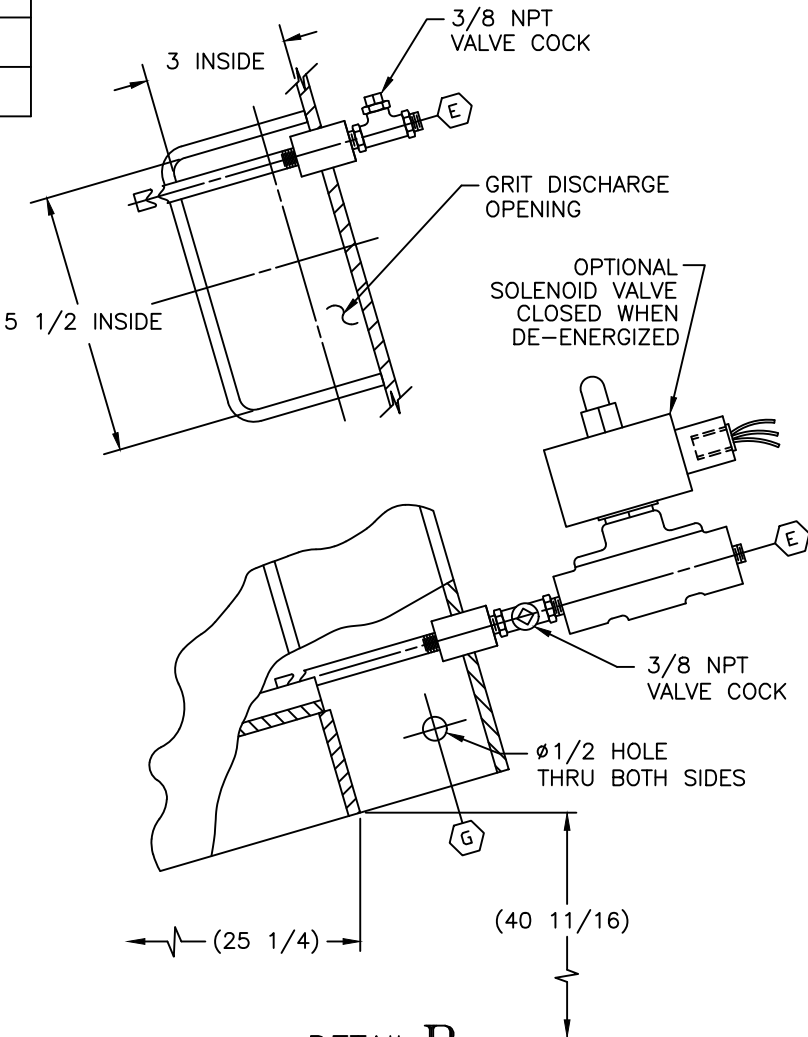
NOZZLE SCHEDULE

SYMBOL	QTY.	SIZE	RATING	TYPE	SERVICE/NOTE
	1	6"	CLASS 125	FLAT FACE	OVERFLOW CONNECTION
	1	4"	CLASS 125	FLAT FACE	INLET CONNECTION
	1	2 1/2"	SCH 40	NPTF	TANK OVERFLOW
	1	2"	SCH 40	NPTF	TANK DRAIN (PLUGGED)
	1	3/8"	SCH 40	NPTM	SLUICE WATER WASH, 3/8" NPT
	1	1"	3000PSI	NPTF	POSSIBLE VENT (PLUGGED)
	1	3x5 1/2	---	RECT.	GRIT DISCHARGE OPENING

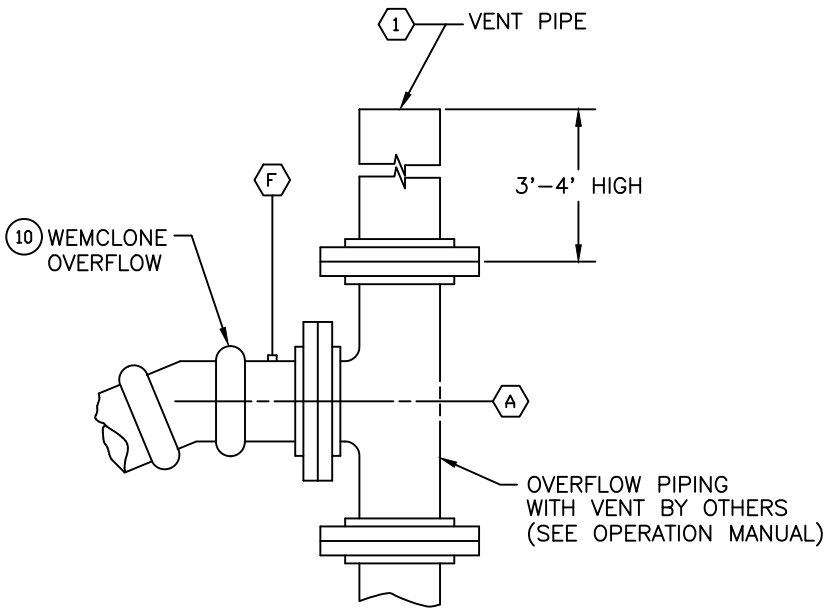
ITEM NO.	DESCRIPTION
1	WELDMNT, TANK - 12" FULL FLARE
2	PLUG, DRAIN - 2" NPT
3	SPIRAL ASSEMBLY - SINGLE OR DOUBLE RIBBON
4	WEIR BAR
5	LIFTING DEVICE ASSEMBLY
6	DRIVEN ASSEMBLY
7	DRIVER ASSEMBLY
8	TANK SUPPORT ASSEMBLY
9	SLUICE WATER ASSEMBLY
10	WEMCLONE PIPING ARRANGEMENT
11	WEMCLONE ASSEMBLY
12	WEMCLONE PIPING GAUGE ASSEMBLY
13	FEEDBOX ASSEMBLY
14	SPIRAL GUARD ASSEMBLY
15	WEMCLONE SUPPORT ASSEMBLY
17	DECAL KIT



DETAIL A
DRIVEN & DRIVER ASSEMBLIES
(N.T.S.)



DETAIL B
CLEAN OR FILTERED EFFLUENT
SLUICE WATER WASH
(N.T.S.)



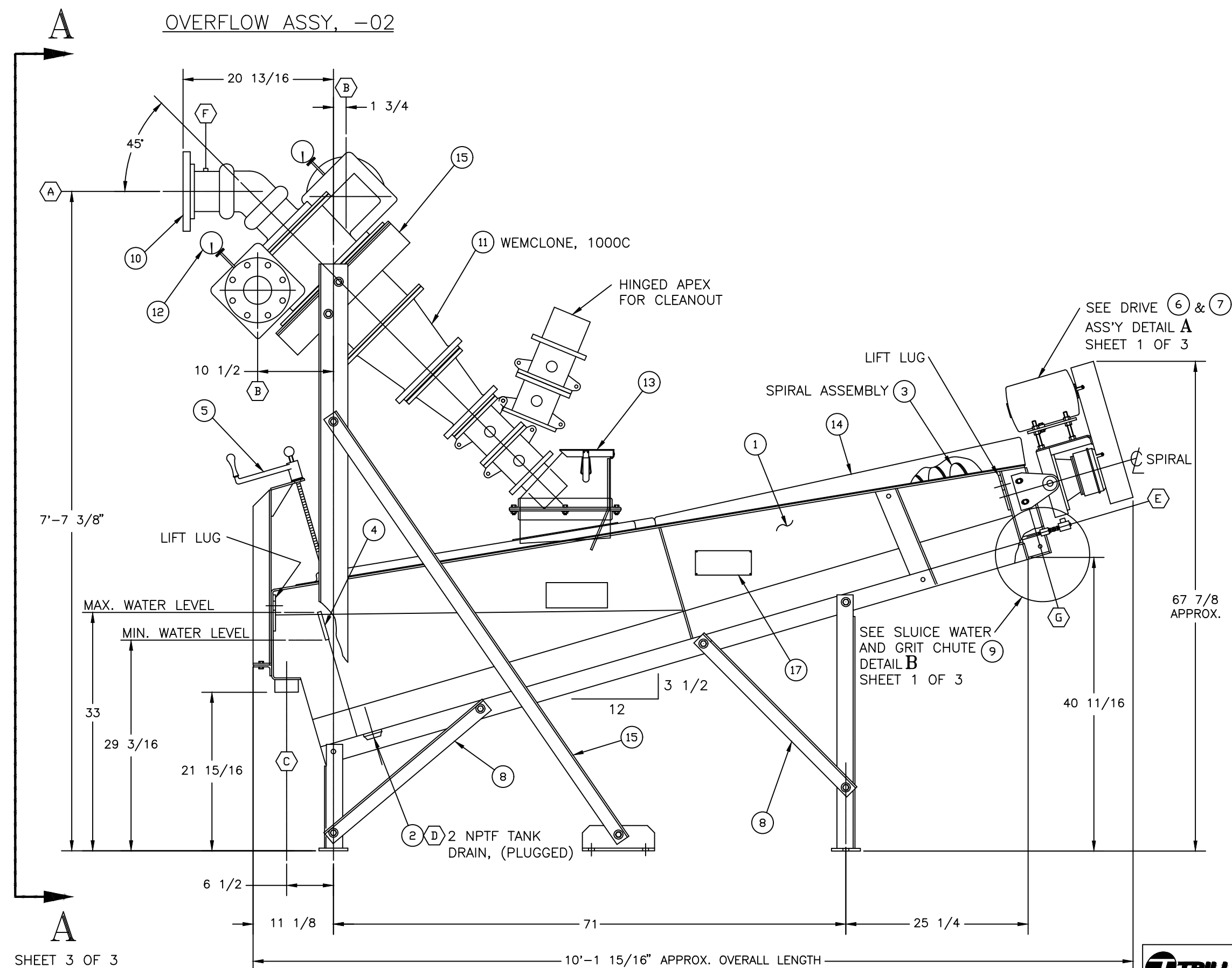
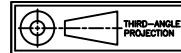
VENT DETAIL
(N.T.S.)

APPROXIMATE WEIGHTS	
12" FULL FLARE TANK	510 LB
WATER	336 LB
SPIRAL, SINGLE RIBBON	235 LB
WEMCLONE 1000C WITH WATER	450 LB
WEMCLONE SUPPORT	200 LB
TOTAL OPERATING WEIGHTS	
SINGLE RIBBON ASS'Y	1731 LB TOTAL
ADD FOR DOUBLE RIBBON	138 LB
DOUBLE RIBBON ASS'Y	1869 LB TOTAL

NOTES:

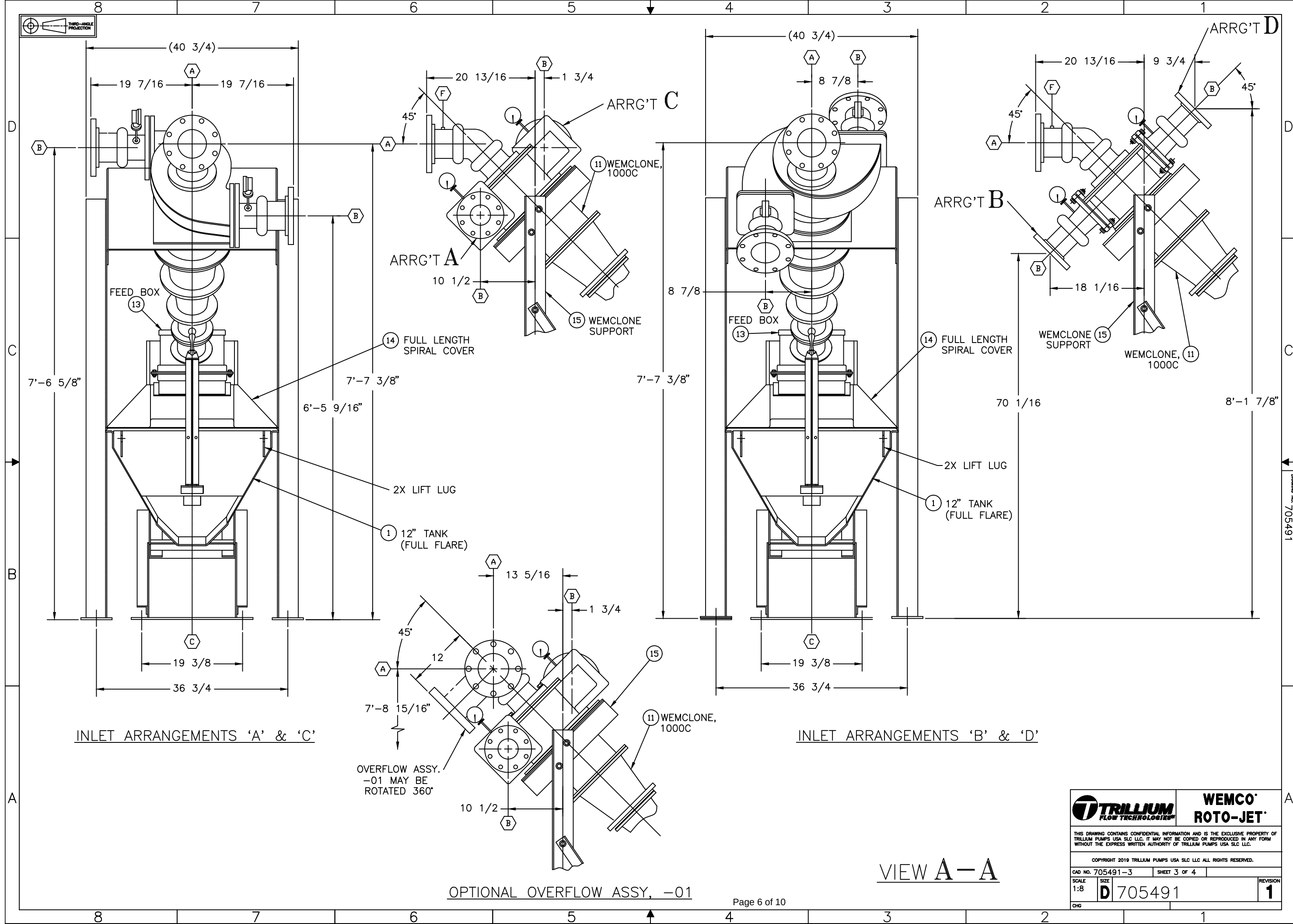
- GRIT FREE DISCHARGE FROM CYCLONE AND TANK MUST BE VENTED BY OTHERS. (SEE DETAIL)
- SPIRAL COVERS AND BELT GUARD MUST BE IN PLACE BEFORE OPERATING THE MACHINE.

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1 ens 07/11 CCS -- -- NEW ISSUE				DATE				707721 FINAL ASS'Y STRAIGHT TANK				DRAWN BY DATE			
1 CAL 05/15 CCS -- -- REVISED BORDER				BY				78227 FINAL ASS'Y MADE FROM				CHECKED CCS DATE 7/13/11			
Page 4 of 10				CHG				APPROVED CCS DATE 7/13/11				CAD NO. 705491-1 SHEET 1 OF 4 CODE NO. /			
Page 4 of 10				CHG				SCALE 1:1 SIZE DWG NO. D 705491				REVISION 1			

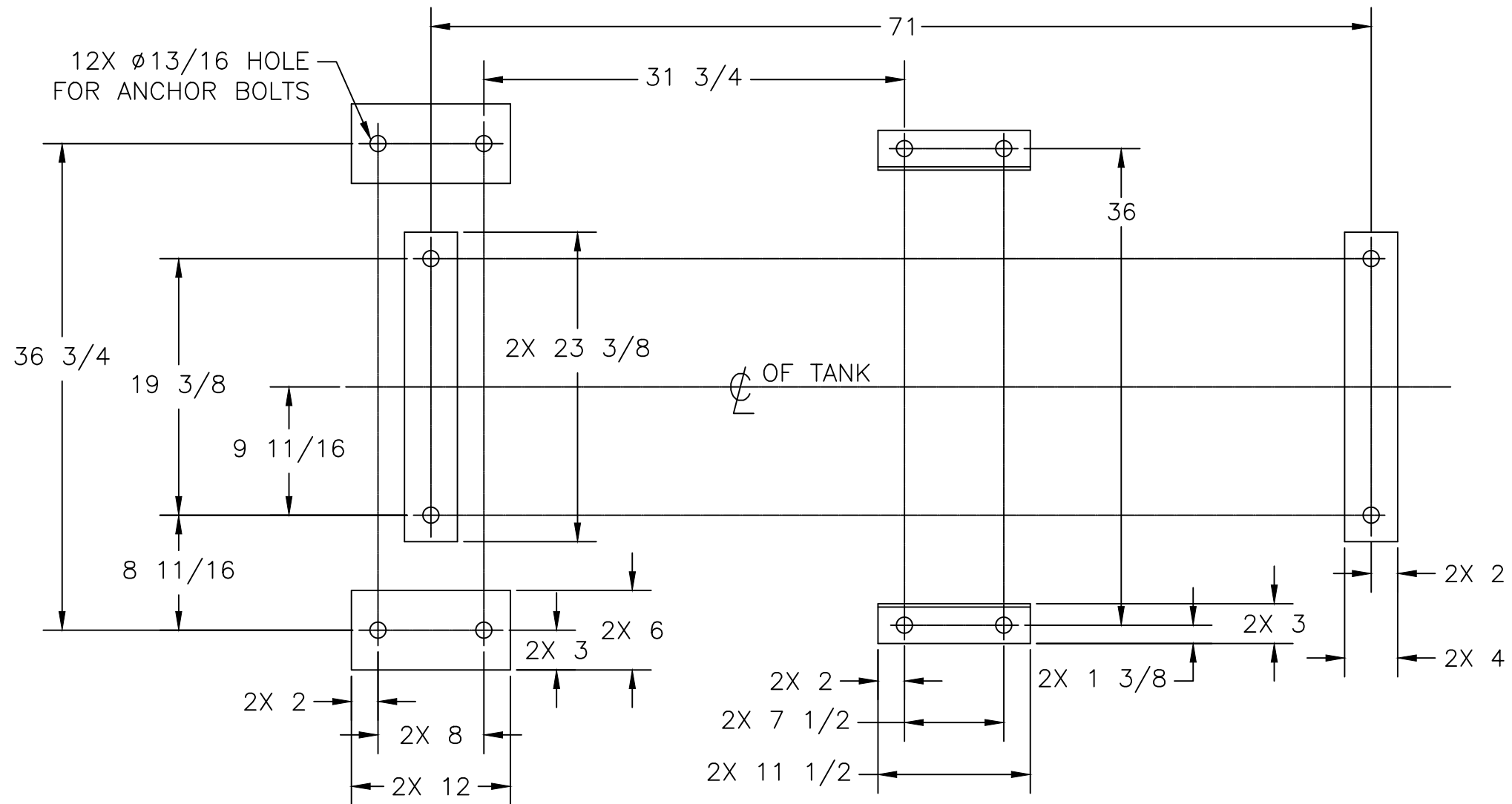
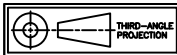


12" HYDROGRITTER WITH
WEIR END MOUNTED 1000C WEMCLONE

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CAD NO. 705491-2		SHEET 2 OF 4	
SCALE 9:64	SIZE D	705491	REVISION 1
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CAD NO. 705491-3		SHEET 3 OF 4	
SCALE 1:8	SIZE D	705491	REVISION 1
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ANCHOR BOLT PLAN VIEW

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CAD NO. 705491-4		SHEET 4 OF 4	
SCALE 3:16	SIZE D	705491	REVISION 1
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TERMS AND CONDITIONS OF SALE

1. DEFINITIONS AND INTERPRETATION

- 1.1 In the Contract the following definitions apply as well as any definitions defined locally within these Terms and Conditions or the applicable Purchase Order:

"Affiliate" means any entity that directly or indirectly controls, is controlled by or is under common control with, another entity;

"Applicable Law" means all applicable laws, legislation, regulations and governmental guidance having binding force, whether local or national, and having jurisdiction over the parties in relation to the Contract;

"Contract" means these Terms and Conditions and the applicable Purchase Order;

"Customer" means the person specified in the Purchase Order who purchases Goods and/or Services from Trillium, and such person's successors;

"Customer Plant" means Customer's plant, machinery, goods and/or equipment which is to be serviced by Trillium as part of the Services;

"Defect" has the meaning given in clause 8.2, and **"Defective"** shall be construed accordingly;

"Force Majeure" means an event or sequence of events beyond a party's reasonable control, preventing or delaying that party from performing its obligations under the Contract, including: (a) an act of God, fire, flood, lightning, earthquake or other natural disaster, epidemic or pandemic; (b) any action taken by a governmental or public authority, including imposing an export or import restriction, quota, or other restriction or prohibition or any complete or partial government shutdown; (c) war, riot or civil unrest; (d) interruption or failure of supplies of power, fuel, water, transport, equipment, telecommunications service, or material required for performance of the Contract; or (e) strike, lockout or boycott or other industrial action including those involving Trillium or its workforce;

"Goods" means all goods, products and ancillary equipment and spare parts specified in the applicable Purchase Order;

"Intellectual Property Rights" means patents, utility models, rights to inventions, copyright and neighbouring and related rights, trade marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off, rights in designs, rights in computer software, rights in Confidential Information, database rights, and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, any rights and all similar or equivalent rights or forms of protection that subsist or will subsist now or in the future in any part of the world;

"Price" means the price payable by the Customer to Trillium for the applicable Goods and/or Services (as applicable);

"Purchase Order" means the document agreed by the parties that sets out details of the Goods and/or Services that are to be provided by Trillium to the Customer in accordance with these Terms and Conditions and any terms mutually agreed in the Purchase Order;

"Site" means the address of the place where the Services are to be performed, as specified in the Purchase Order;

"Services" means the services set out in the Purchase Order that are to be performed by Trillium or by the Sub-Suppliers, as the case may be;

"Sub-Supplier" means any agent, sub-contractor or other third party engaged by Trillium in relation to the provision of the Goods and/or Services;

"Sub-Supplier Personnel" means all employees, officers, staff, other workers, agents and consultants of a Sub-Supplier;

"Terms and Conditions" means these terms and conditions of sale in relation to the applicable Contract;

"Trillium" means the Trillium entity specified in the Purchase Order that provides the Goods and/or Services to the Customer, and such Trillium entity's successors;

"Trillium Indemnitees" means Trillium, its Affiliates and Sub-Suppliers, and its and their respective personnel; and

"Trillium Personnel" means all employees, officers, staff, other workers, agents and consultants of Trillium and its Affiliates who are engaged in the performance of Trillium's obligations under the Contract from time to time.

- 1.2 The parties agree that: (a) the headings to the clauses in these Terms and Conditions are inserted for convenience of reference and shall not affect their interpretation; (b) in case of any conflict or inconsistency between these Terms and Conditions and the terms of the Purchase Order, the terms of the Purchase Order shall prevail; and (c) English shall be the language of the Contract, and all communications, written or oral, and documents under the Contract shall be in the English language unless otherwise stated elsewhere in the Contract.

2. APPLICABILITY, CONTRACT FORMATION AND CHANGES

- 2.1 **Applicability.** These Terms and Conditions apply to all orders for Goods and/or Services made by the Customer pursuant to a Purchase Order. Unless expressly agreed in writing by Trillium, any terms or conditions in the Customer's request or other documents provided by the Customer shall not apply to any Goods or Services provided by Trillium and shall not bind Trillium, and Trillium explicitly rejects any such terms or conditions.
- 2.2 **Contract Formation.** Where the Customer wishes to purchase Goods and/or Services from Trillium it will communicate its requirements to Trillium. Upon receipt of such request, Trillium may produce a draft document setting out the details of the Goods and/or Services that Trillium proposes to provide and shall provide this draft document to the Customer. If applicable, the terms of the draft document shall be valid for the time period stated in that draft document and thereafter are subject to change. The Contract between Trillium and the Customer is formed upon the parties formally executing or otherwise acknowledging in writing a Purchase Order and shall continue until each party's obligations are completed in accordance with the terms of the Contract, unless terminated earlier in accordance with the terms of the Contract (the **"Term"**). Trillium has no obligation to agree to any Purchase Orders.
- 2.3 **Changes.** The Customer may request modifications as to the amount, scope and/or nature of the Goods and/or Services via a written change request. If, in Trillium's sole opinion, any such modification will affect the agreed Price and/or time of delivery, Trillium will notify the Customer in writing and will not be obligated to perform any modification unless the Customer agrees in writing to such Price and/or time of delivery amendment. The Customer shall not tamper with, or make changes or additions to, the Goods, including any labels, plates, markings and any other feature carried by the Goods.

3. PRICE AND PAYMENT

- 3.1 **Price and Payment Terms.** The Price and payment terms shall be as set out in the Purchase Order. Where no Price for Services is set out in the Purchase Order, it shall be calculated on a time and materials basis in accordance with Trillium's price schedule then in force. Where no payment terms are set out in the Purchase

Order, payment of each invoice shall be due and payable thirty (30) days after the date of the invoice. All invoices shall be paid without any set-off, counterclaim or deduction whatsoever.

- 3.2 **Additional Charges.** Any technical documents, inspection reports, evaluation or opinion requested by the Customer in connection with the Contract shall be chargeable, such charges to be agreed by the parties. Any time that Trillium Personnel or Sub-Supplier Personnel are required at the Site(s) outside of the agreed working hours shall be chargeable as overtime. If Trillium incurs any costs due to the Customer's failure to comply with any of its obligations under the Contract, the Customer shall be responsible for such costs.
- 3.3 **Excluded Charges and Tax.** Unless expressly provided otherwise in the Purchase Order: (a) transportation charges, delivery charges, customs duties, insurance charges, packaging costs, consular fees, and any other similar charges are not included in the Price; and (b) the Customer shall be responsible for all taxes (other than taxes based on the income of Trillium), charges and assessments levied or imposed on the sale(s) made under the Contract. In the event that Trillium is required to pay any such tax, charge, or assessment, the Customer agrees to promptly reimburse Trillium for said amount(s).
- 3.4 **Interest on Overdue Amounts.** If the Customer fails to pay any invoice by the due date for payment, Trillium shall be entitled, without prejudice to any other right or remedy, to suspend (without notice) any or all further performance of its obligations under the Contract and charge interest on any amount outstanding at a rate of the lesser of: (a) eighteen per cent (18%) per annum (one and a half per cent (1.5%) per month); or (b) the maximum rate allowed by Applicable Law, such interest being charged from the due date until paid as a separate, continuing obligation not merging with any judgment, together with any statutory debt recovery costs.
- 3.5 **Escalation.** In the event of a delay of two weeks or more or the increase of actual costs of Goods and/or Services of 5% or more, occurring between the effective date of the Contract and the date of shipment of the Goods or performance of the Services from causes beyond the reasonable control of Trillium, including but not limited to any foreign exchange fluctuation, import or export duties, costs of labor, transportation, materials and other costs of manufacture, any change in delivery dates, quantities or specifications for the Goods or Services, or any delay caused by any instructions or omissions by Customer, the Price or Contract requirements will be equitably adjusted via written notice to Customer at any time prior to shipment of the Goods and/or performance of the Services.

4. DELIVERY, TESTING AND ACCEPTANCE OF GOODS

- 4.1 **Delivery.** Delivery terms for Goods shall be as per the INCOTERM 2010 stated in the Purchase Order. Where no INCOTERM 2010 is stated in the Purchase Order, delivery shall be EXW INCOTERM 2010 Trillium's specified premises. The Customer must collect the Goods, or arrange for the Goods to be collected, within seven (7) days of notice from Trillium that the Goods are ready to be collected. If the Goods are not collected within such time period, Trillium may, at its discretion: (a) where title has not passed to the Customer, sell the Goods at the best price readily obtainable and recover from the Customer any shortfall between the Price for the Goods and the price obtained by Trillium; or (b) arrange for the storage of the Goods, which, unless otherwise agreed, shall be at the Customer's exclusive cost and expense. Where storage is not at Trillium's premises, risk in the Goods will pass to the Customer upon the Goods leaving Trillium's premises. The time of delivery shall not be of the essence and if Trillium is unable for any reason to fulfil any delivery of the Goods on the specified date, Trillium shall not be treated as being in breach of the Contract and the Customer shall not be entitled to reject delivery, terminate the Contract, nor to any compensation in respect of such delay. This clause shall not affect any agreed Liquidated Damages payable for late delivery of the Goods in accordance with clause 4.4.
- 4.2 **Testing.** Goods manufactured by Trillium will be subject to Trillium's standard tests. Any additional testing requested by the Customer will be subject to the payment by the Customer of additional charges.
- 4.3 **Acceptance.** Following delivery of the Goods in accordance with the Contract, and unless expressly excluded by the Customer to Trillium in writing, the Customer shall accept the Goods.
- 4.4 **Liquidated Damages.** Where the parties have agreed in the Purchase Order that any sum will be payable for late delivery of the Goods, if delivery of the Goods is delayed beyond the agreed delivery date due to an act or omission of Trillium then Trillium shall pay to the Customer a sum calculated at the percentage rate (stated in the Purchase Order) of the price of the delayed Goods for each week between the agreed delivery date and the actual date of delivery, up to the maximum amount specified in the Purchase Order. Such sum shall be the Customer's sole and exclusive remedy and paid as liquidated and ascertained damages by Trillium to the Customer in full and final settlement and satisfaction of Trillium's entire liability for any loss, damages, costs or expenses suffered or incurred by the Customer arising from such delay (**"Liquidated Damages"**). Liquidated Damages are not applicable to the delivery of spare parts or Services.
- 4.5 **Provision of Documents.** Where the Purchase Order requires Trillium to provide documents for approval by the Customer, Trillium shall provide such documents within the time period agreed, or if no time period is agreed, within a reasonable time from receipt of the Purchase Order.
5. **TITLE AND RISK**
- 5.1 **Title and Risk.** Title and property in all Goods shall remain vested in Trillium until receipt by Trillium of payment in full of the Price (including any storage costs and expenses and default interest) for such Goods from the Customer. Risk in the Goods shall pass to the Customer in accordance with the agreed INCOTERM 2010. Customer shall provide access to the Customer's premises in order for Trillium to recover Goods in respect of which title and property has not passed to the Customer.
- 5.2 **Trillium Property.** Any Goods delivered by Trillium to the Customer where title and property remains vested in Trillium: (a) shall be stored by the Customer separately from any other goods or materials; (b) shall not be incorporated in or mixed with any other goods or materials; and (c) may be sold or used by the Customer in the ordinary course of the Customer's business at the full market value and to the account of Trillium. The entire proceeds from such sale or use shall be held by the Customer in trust in a separate account for the benefit of Trillium.
- 5.3 **Customer Plant.** In respect of Customer Plant: (a) the Customer warrants that it is the owner, or the authorized agent of the owner, of the Customer Plant with express authority to contract with Trillium on the terms and conditions of the Contract; and (b) all Customer Plant delivered to Trillium shall be at the sole risk of the Customer, and Trillium shall be under no obligation to the Customer for any loss or damage to the Customer Plant howsoever caused, except for any damages caused by the negligence of Trillium Personnel or Sub-Supplier Personnel. Accordingly, the Customer should make such arrangements for insurance thereof as it thinks fit.

6. **PERFORMANCE OF THE SERVICES.** The Services shall be performed at the Site(s) on the date(s) specified in the Purchase Order, by Trillium or any Sub-Supplier appointed by Trillium; however, time of performance of the Services is not of the essence. If the Contract provides for any estimated dates for the performance of the Services, Trillium shall use its reasonable endeavors to meet such estimated dates, provided that the Customer agrees that any such dates are indicative only and that Trillium shall not be liable for any failure to meet any dates where such failure is caused by an act or omission of the Customer, its agents, subcontractors, consultants or employees.

7. OBLIGATIONS OF THE CUSTOMER

- 7.1 **Provision of Data.** The Customer shall promptly provide to Trillium all applicable data that is relevant to the provision of the applicable Goods and/or Services, including full operations conditions, information, instructions, procedures, technical documents and drawings. Trillium shall provide the Customer with the general arrangement or outline drawings for the Goods (or part thereof), only as is strictly necessary and in accordance with the Purchase Order's requirements. Where required, the Customer shall promptly return one (1) set of applicable drawings marked with its approval. Approval delays can result in delayed fabrication, extended shipping dates, and increased costs to the Customer.

- 7.2 **Site(s).** The Customer shall provide Trillium, Trillium Personnel, Sub-Suppliers and Sub-Supplier Personnel all access to the Site(s) as is necessary in order for Trillium to comply with its obligations under the Contract and shall ensure that it has in place all necessary licenses, permits and authorization to allow such access. The Customer shall ensure, and it shall cause any applicable third party to ensure, that the Site(s) is/are in a condition allowing the performance of the Services to commence in accordance with the Contract and without any health and safety risks to those attending the Site(s) and it shall carry out all the preparatory work in accordance with any documents and instructions supplied by Trillium with all due care and in accordance with good industry practices. The Customer shall take all measures required by Applicable Law in respect of the provision of the Services and the presence of the Trillium Personnel and of the Sub-Supplier Personnel at the Site(s) or elsewhere where the Services are to be supplied. If the Customer fails to take such measures and if the safety of Trillium Personnel or Sub-Supplier Personnel is not guaranteed, Trillium may at any time refuse or interrupt the provision of Services as well as remove the applicable personnel from the Site(s), until the issues have been fully rectified by the Customer, and shall have no liability to the Customer for such actions or any consequences (including any damage or loss) of such actions. The Customer shall indemnify and hold the Trillium Indemnitees harmless for all claims, demands, losses, damages, liability, costs and expenses (including legal and other professional fees), fines and penalties incurred by the applicable Trillium Indemnitees arising out of or in connection with the applicable Trillium Indemnitees' attendance at any Site in order to provide the Services.

- 7.3 **Decontamination.** Any Defective Goods returned to Trillium and any Customer Plant made available to Trillium in respect of the Services shall, prior to being returned or made available, be cleaned by the Customer of all process related materials ("Decontamination"). The Customer shall provide Trillium with a certificate of Decontamination in respect thereof. Goods and Customer Plant delivered to Trillium (for whatever reason) without having been so cleaned or without a certificate of Decontamination may be returned at any time and otherwise shall be quarantined and subjected to an independent Decontamination at the Customer's expense and Trillium shall have no obligations in respect of such Goods or Customer Plant. The provision of Goods and/or Services (as applicable) shall be withheld pending settlement of any outstanding charges. The Customer shall indemnify and hold the Trillium Indemnitees harmless for all claims, demands, losses, damages, liability, costs and expenses (including legal and other professional fees), fines and penalties incurred by the applicable Trillium Indemnitees arising out of or in connection with any Goods that are not Decontaminated.

- 7.4 **Erection/Commissioning.** Where the Services include the erection and/or commissioning, or supervision of erection and/or commissioning, of Goods and/or Customer Plant, the Customer will provide, at its expense, all other labor, all amenities, suitable access to and occupation of the Site(s), proper foundations ready to receive the Goods and/or Customer Plant (as applicable), adequate cranes, lifting gear and machines, scaffolding, mason's, joiner's and builder's work, suitable protection for the Goods and/or Customer Plant (as applicable), and all other facilities and assistance reasonably required by Trillium or any Sub-Supplier.

8. WARRANTIES

- 8.1 **Warranty Period.** Trillium's warranty obligations under the Contract shall not commence until the full contract Price has been received by Trillium for the applicable Goods and/or Services. Unless otherwise agreed in writing by the parties, the "Warranty Period" for: (a) agreed deliverables provided as part of the Services ("Deliverables") shall be twelve (12) months from the date of completion of the Deliverables in accordance with the specification set out in the Purchase Order; (b) all Goods (excluding spare parts) provided by Trillium shall be the period of: (i) twelve (12) months from the date that the Goods are installed; or (ii) eighteen (18) months from the actual delivery date, whichever is the earlier; and (c) for any spare parts provided by Trillium, shall be the period of twelve (12) months from the date of the delivery of the applicable spare part.

- 8.2 **Warranty.** During the applicable Warranty Period, Trillium warrants that any Deliverables shall substantially conform to their description and specification specified in the Purchase Order and that any Goods shall be free from material defects in the design, materials and workmanship (the "Trillium Warranty"). If the Deliverables or Goods (as applicable) do not conform to the Trillium Warranty during the Warranty Period (a "Defect"), as the Customer's sole and exclusive remedy, Trillium shall, at its sole option, remedy the Defect (by reperforming the Services relating to the Defective Deliverable or repairing or replacing the Defective Goods (as applicable)) or refund the Price for the applicable Defective Deliverable or Defective Goods, provided that, within the Warranty Period, the Customer serves a written notice to Trillium with a detailed description and reasonable evidence of the Defect within seven (7) days of the date on which the Customer discovered the Defect or should have reasonably discovered the Defect. The Customer shall give Trillium a reasonable opportunity to examine the Customer's claim of a Defect (including inspecting the Goods or Deliverables (as applicable)) and shall promptly cooperate to any extent necessary to grant Trillium sufficient time to do so. Any reperformance of the Services relating to the Defective Deliverable or repair or replacement of Defective Goods shall not extend the Warranty Period for those Goods or Deliverables and the Warranty Period for the repaired or replaced Goods or Deliverables shall expire on the same date as the Warranty Period for the original Goods or Deliverables. The Customer shall only be entitled to request a refund of the Price in respect of Defective Goods or Defective Deliverables in the event that Trillium fails to replace or repair the applicable Defective Goods or Defective Deliverables.

- 8.3 **Warranty Exclusions.** The Trillium Warranty and remedies provided under clause 8.2 shall not apply in respect of, and Trillium shall not be liable for: (a) the effects of erosion or corrosion; (b) fair wear and tear; (c) any consumables (including lubricants, seals, gaskets, O-rings etc.); nor (d) Defects that arise due to, or as a result of the Customer, or any third party (not acting on behalf of Trillium): (i) failing to install or maintain, or incorrectly installing or maintaining, the Goods or Deliverables; (ii) incorrectly using the Goods or Deliverables;

(iii) repairing or altering the Goods or Deliverables without Trillium's written consent; (iv) improperly storing the Goods or Deliverables; or (v) tampering with the Goods or Deliverables.

- 8.4 **Location of Repair.** If the parties agree that Defective Goods shall be repaired at a location specified by Trillium, the Customer shall deliver such Defective Goods to such location at the Customer's expense, subject to the Decontamination requirements at clause 7.3. Repaired or replaced Goods shall be redelivered by Trillium free of charge to the original point of delivery but otherwise in accordance with and subject to these Terms and Conditions. Where it is agreed that Trillium is to repair or replace Defective Goods at the Customer's premises, Trillium shall not be responsible for any on-site costs, including removal and reinstallation of any Goods.

- 8.5 **Customer Warranty.** The Customer warrants and represents that: (a) it has provided Trillium with all relevant, full and accurate information as to the Customer's business and needs, as well as all the information required in order for Trillium to perform its obligations under the Contract; and (b) it is properly financed and organized, it is solvent and has not made a general assignment for the benefit of creditors nor has it been adjudicated bankrupt or insolvent and it is not aware of any fact or event based upon which, in its reasonable opinion, it may face any such situation of financial distress described in this clause before the completion of all its obligations under the Contract.

9. INDEMNITY AND INSURANCE

- 9.1 **Indemnity.** The Customer shall indemnify and hold the Trillium Indemnitees harmless for all claims, demands, losses, damages, liability, costs and expenses (including legal and other professional fees), fines and penalties incurred by the applicable Trillium Indemnitees arising out of or in connection with the Customer's breach of any of the Customer's obligations under the Contract or Applicable Law.

- 9.2 **Insurance.** The Customer shall have in place contracts of insurance with reputable insurers incorporated in its country of establishment to cover its obligations under the Contract. On request, the Customer shall supply evidence of the maintenance of the insurance and all of its terms from time to time applicable. The Customer shall, on request by Trillium, assign to Trillium the benefit of such insurance.

10. LIMITATION OF LIABILITY

- 10.1 **UNLIMITED LIABILITY.** NOTHING IN THE CONTRACT LIMITS ANY LIABILITY OF THE PARTIES FOR: (i) ANY INDEMNITY PROVIDED UNDER THESE TERMS AND CONDITIONS; (ii) DEATH OR PERSONAL INJURY CAUSED BY NEGLIGENCE; (iii) FRAUD OR FRAUDULENT MISREPRESENTATION; OR (iv) ANY LIABILITY WHICH CANNOT LEGALLY BE LIMITED.

- 10.2 **EXCLUSIONS.** SUBJECT TO CLAUSE 10.1 ABOVE AND NOTWITHSTANDING ANYTHING IN THE CONTRACT TO THE CONTRARY, TRILLIUM SHALL NOT BE RESPONSIBLE OR HELD LIABLE TO THE CUSTOMER OR ANY THIRD-PARTY FOR ANY SPECIAL, PUNITIVE, EXEMPLARY, DELAY, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES, OR FOR ANY LOSS OF PROFIT, PRODUCTS, BUSINESS, REVENUE, GOODWILL, SAVINGS, USE, CONTRACTS OR POWER, OR ECONOMIC LOSSES, OR BUSINESS INTERRUPTIONS, OR OTHER SIMILAR DAMAGES (WHETHER SUCH DAMAGES ARE CHARACTERIZED AS DIRECT OR INDIRECT), REGARDLESS OF WHETHER TRILLIUM WAS INFORMED OF THE POSSIBILITY OF SUCH, AND HOWEVER THE SAME MAY BE CAUSED, INCLUDING BREACH OF CONTRACT OR WARRANTY, TORT (INCLUDING NEGLIGENCE), OR STRICT LIABILITY OF TRILLIUM.

- 10.3 **LIMITATION OF LIABILITY.** SUBJECT TO CLAUSES 10.1 AND 10.2 ABOVE AND NOTWITHSTANDING ANYTHING IN THE CONTRACT TO THE CONTRARY, THE MAXIMUM AGGREGATE LIABILITY, IF ANY, OF TRILLIUM (WHETHER ARISING IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, BREACH OF WARRANTY, BREACH OF CONTRACT OR OTHERWISE) UNDER OR IN CONNECTION WITH THE CONTRACT SHALL BE LIMITED TO AN AMOUNT EQUIVALENT TO ONE HUNDRED PERCENT (100%) OF THE TOTAL PAYMENTS RECEIVED BY TRILLIUM FROM THE CUSTOMER IN RESPECT OF THE PARTICULAR GOODS OR SERVICES (OR PART THEREOF) GIVING RISE TO THE CLAIM.

- 10.4 **WARRANTY DISCLAIMER.** EXCEPT FOR THOSE EXPRESS WARRANTIES SET OUT IN THE CONTRACT, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE CUSTOMER EXPRESSLY WAIVES, AND TRILLIUM EXPRESSLY DISCLAIMS, ANY AND ALL REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING THOSE OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY STATUTORY WARRANTIES THAT ARE INCONSISTENT WITH THE WARRANTIES PROVIDED IN THE CONTRACT ARE EXPRESSLY DISCLAIMED BY TRILLIUM AND WAIVED BY THE CUSTOMER. TRILLIUM'S OBLIGATIONS CONTAINED IN ANY WARRANTY PROVIDED BY TRILLIUM TO THE CUSTOMER UNDER THE CONTRACT SHALL CONSTITUTE TRILLIUM'S SOLE LIABILITY AND THE CUSTOMER'S EXCLUSIVE REMEDY WITH RESPECT TO THE ISSUE(S) GIVING RISE TO THE WARRANTY CLAIM, IRRESPECTIVE OF TRILLIUM'S FAULT, NEGLIGENCE OR LIABILITY WITHOUT FAULT.

11. INTELLECTUAL PROPERTY

- 11.1 **Trillium IP.** The Customer acknowledges that, unless otherwise agreed in the Purchase Order, all Intellectual Property Rights in any Goods, Deliverables, designs, drawings, documents and/or software or any items related thereto, or any other items provided to the Customer during the performance of the Contract (collectively referred to as "Trillium IP"), belong solely and exclusively to Trillium or to Trillium's licensor(s) (as applicable). Subject to the terms of the Contract, Trillium grants the Customer a revocable, non-exclusive, non-transferable, non-sublicensable license to use the Trillium IP, to the extent such Trillium IP is embedded in Goods or Services provided by Trillium to the Customer under the Contract, solely for the purpose and to the extent necessary to enable the Customer to exercise its rights under the Contract (including to operate and maintain the Goods or to receive the Services) in accordance with its terms (the "Permitted Purpose"). The Customer undertakes that it will not use, except for the Permitted Purpose, nor make available to any third party (in any form) any Trillium IP without the prior written consent of Trillium. Subject to clause 5.2, this clause shall not prohibit the Customer's right to sell Goods in the ordinary course of the Customer's business. For the avoidance of doubt and notwithstanding any other provisions in the Contract, Trillium shall not be required to provide to the Customer, and no license is granted under the Contract to use, shop or manufacturing drawings nor any of Trillium's confidential manufacturing drawings, designs, in-house standards or know-how, nor the confidential details of manufacturing practices, processes or operations belonging to Trillium or its licensors (as applicable).

- 11.2 **Customer Materials.** If the Customer provides specific documentation and/or information to Trillium in relation to the performance of the Contract ("Customer Materials"), the Customer shall indemnify and hold the Trillium Indemnitees harmless for all claims, demands, losses, damages, liability, costs and expenses (including legal and other professional fees), fines and penalties incurred by the applicable Trillium Indemnitees arising out of or in connection with any action, demand or claim that the Trillium Indemnitees' use of the Customer Materials infringes the rights (including Intellectual Property Rights) of any third party.

12. CONFIDENTIALITY

12.1 Any document, data, drawings, plans, designs, images, specifications, technical data and any other material or information supplied or made available by one party ("**Discloser**") to the other party ("**Recipient**") as part of the Contract or any other documentation or information in whatsoever form provided by the Discloser to the Recipient during the performance of the Contract ("**Confidential Information**"), shall be treated as strictly confidential and shall not be divulged by the Recipient to any person, except as required by law or to the Recipient's personnel, subcontractors or professional advisors, who need to know such Confidential Information in order for the Recipient to comply with its obligations under, or receive the benefit of, the Contract and provided that such recipients are subject to obligations of confidentiality in respect of such Confidential Information. As between the Recipient and the Discloser, the Discloser retains title to all of its Confidential Information.

13. **PROCESSING OF PERSONAL DATA.** Each party, as an autonomous data controller, agrees to process the personal data acquired from the other party during the performance of the Contract (the "**Personal Data**") in compliance with the provisions of General Data Protection Regulation (EU) 2016/679 and the United Kingdom's adoption of the General Data Protection Regulation and every law and provision concerning personal data protection which may be applicable from time to time (hereinafter, collectively referred to as "**Data Protection Laws**"). Each party, for the parts they are responsible for, is specifically obliged to comply with, when necessary, obligations concerning information to be sent to the data subjects (including ensuring appropriate legal basis for processing) and to obtain, when necessary, from the same all required consent in relation to the processing of the Personal Data transferred to and processed by the other party and to meet any obligations provided for by Data Protection Laws. Each party may exercise any rights they have under the Data Protection Laws in relation to the other party at any time. The parties declare that their respective representatives processing the Personal Data, directly and/or indirectly concerned with the performance of the Contract, have been informed of the confidential nature of, and legal requirements (including those under the Data Protection Laws) relating to, such Personal Data and have received suitable training on their responsibilities to protect the Personal Data.

14. COMPLIANCE WITH LAW AND REGULATIONS

14.1 **Applicable Law.** The Customer represents and warrants that it is, and will remain, fully compliant with all Applicable Law, instructions and policies, including, but not limited to all statutory licenses or permits required for the receipt of the Goods and/or Services and the performance of its obligations under the Contract. Each party shall comply with all Applicable Law in connection with bribery or anti-corruption. If required by Trillium, the Customer shall complete and sign an end user certificate before the Customer receives the Goods or Services. Unless otherwise agreed in writing, Trillium accepts no responsibility or liability for failure to comply with statutory or local regulations or by-laws that affect the siting, construction or operation of the Goods supplied under the Contract. Any relevant consents or approvals required shall be the responsibility of, and obtained by, the Customer.

14.2 **Export and Dual Use Law.** The Customer acknowledges that Trillium is required to comply with all applicable export laws, controls and regulations relating to the sale, exportation, transfer, assignment, disposal, and usage of Goods to be supplied under the Contract, as well as any laws or regulation relating to "dual use" goods, including, but not limited to, U.S., United Kingdom and European Union export rules and any export license requirements (collectively, the "**Export and Dual Use Law**"). The Customer agrees it shall not at any time directly or indirectly use, export, sell, transfer, assign or otherwise dispose of the Goods in a manner which will result in non-compliance with applicable Export and Dual Use Law. If any of the Goods fall under the definition of "dual use" item, the Customer shall cooperate with Trillium for the purpose of obtaining any required licenses and approvals and shall provide any and all information necessary. The Contract may also involve information or items that are subject to military defense or nuclear export controls, and the Customer agrees that it will comply with said controls and shall not export or re-export, directly or indirectly, any hardware, software, defense service, information or technical data provided by, through, or with the cooperation of Trillium, to any party, including persons employed by or associated with, or under contract with, the Customer or the Customer's lower-tier suppliers without the prior written consent Trillium and without first obtaining any required export license or other approval.

14.3 **Restricted Party Lists.** The Customer represents that neither the Customer nor any of its Affiliates are included on any of the restricted, denied, or sanctioned party lists maintained by the government of the country(ies) in which Trillium or its Affiliates are based. The Customer shall promptly notify Trillium in writing if the Customer is, or becomes, listed in any such lists or if the Customer's export privileges are otherwise denied, suspended, or revoked in whole or in part by any governmental authority.

15. TERMINATION

15.1 **Termination.** The Customer may terminate the Contract or any part thereof for any reason by written notice to Trillium, provided that (other than where such termination is due to a material default of the Contract by Trillium) the Customer shall pay to Trillium the total costs which have been incurred by Trillium as of the date such termination is effective plus a reasonable profit margin, less any payments previously received. In addition, the Customer shall reimburse Trillium all reasonable documented direct and indirect costs incurred by Trillium as a result of the termination and, if any, costs Trillium may incur from its vendors as a result of the Customer's termination. Without affecting any other right or remedy available to it, Trillium may terminate the Contract (in whole or in part) immediately by written notice to the Customer, if the Customer: (a) is in material or continuing breach of any provision of the Contract, which cannot be remedied or is not remedied within fourteen (14) days of notice of breach from Trillium; or (b) becomes bankrupt or insolvent, has a receiving order made against it, makes agreement with its creditors, commences to be wound up (except for a voluntary winding up for the purpose of solvent reconstruction or amalgamation), or carries on its business under a receiver for the benefit of its creditors or any of them.

15.2 **Consequences of Termination.** Upon the Contract ending for any reason, the Customer shall return all of Trillium's documents, drawings and any other items or information (including all Confidential Information) in the Customer's possession.

16. GENERAL

16.1 **Notices.** Any notice given by a party under the Contract shall be: (a) in writing and in English; (b) signed by, or on behalf of, the party giving it (except for notices sent by email); (c) sent to the relevant party at the address set out in the Contract; and (d) served by: (i) email (in a form that identifies the sender and clearly indicates the subject matter of the notice in the subject heading of the email) to the email address set out in the Contract or as otherwise notified from time to time, and it will be deemed to have been duly given or made (and duly received by the addressee) at the time of transmission by the sender (as recorded on the device of the sender); or (ii) hand (which will include by courier, whether local or international) to the address set out in the Contract or as otherwise notified from time to time, and it will be deemed to have been duly given or made (and duly received by the addressee) at the time of delivery. The parties may not serve documents relating to formal legal proceedings by email.

16.2 **Force Majeure.** If, by reason of an event of Force Majeure, either of the parties shall be delayed in, or prevented from, performing any of the provisions of the Contract (other than the Customer's obligation to make payments in accordance with the Contract) then, provided that the affected party promptly notifies the other in writing of the nature and extent of such event as soon as practicable, such delay or non-performance shall not be deemed to be a breach of that party's obligations under the Contract and no loss or damage shall be claimed by either of the parties hereto from the other by reason thereof. If Trillium suffers delay and/or incurs any costs by reason of an event of Force Majeure, Trillium shall be entitled to an extension of time under the Contract (including time for demobilization and redeployment of Trillium Personnel or any Sub-Supplier Personnel). If the Force Majeure event continues to delay or prevent either party's performance of the provisions of the Contract for a continuous period of more than sixty (60) days, either party may terminate the Contract by written notice to the other party.

16.3 **COVID-19.** The parties are aware of the current outbreak of COVID-19 (the "**COVID-19 Pandemic**") which is impacting or may impact Trillium's performance of the Contract. The parties agree that Trillium is entitled to any potential cost compensation, extension of time, or other reasonably required contractual adjustments, if any consequences, whether directly or indirectly resulting out of, or in connection with the COVID-19 Pandemic, affects any of its obligations under the Contract and, if required by Trillium, the parties shall renegotiate the Contract in good faith to achieve, as nearly as possible, its original commercial intent. Trillium expressly reserves the right to adjust any Contract terms which are impacted by COVID-19 Pandemic related guidelines and restrictions issued by competent authorities and/or by Trillium and/or any of its Affiliates.

16.4 **No Employment.** Trillium and each of its Sub-Suppliers shall act as an independent contractor with respect to the Services and neither Trillium Personnel nor any Sub-Supplier Personnel shall be deemed to be employees, personnel or a representative of the Customer. If, in accordance with Applicable Law, any member of Trillium Personnel or Sub-Supplier Personnel is, at any point during or after the Term, deemed to be an employee, member of personnel or a representative of the Customer, the Customer shall indemnify and hold the Trillium Indemnitees harmless for all claims, demands, losses, damages, liability, costs and expenses (including legal and other professional fees), fines and penalties incurred by the applicable Trillium Indemnitees arising out of or in connection with the Customer's employment or engagement or termination thereof of such Trillium Personnel or Sub-Supplier Personnel.

16.5 **Cumulative and Equitable Remedies.** Trillium's rights and remedies provided in the Contract are cumulative and not exclusive of any rights and remedies provided by Applicable Law and shall not be affected by termination of the Contract. The Customer recognizes that any breach or threatened breach of the Contract may cause Trillium irreparable harm for which damages may not be an adequate remedy. Accordingly, in addition to any other remedies and damages available to Trillium, the Customer acknowledges and agrees that Trillium is entitled to the remedies of specific performance, injunction and other equitable relief without proof of special damages.

16.6 **Assignment and Subcontracting.** Trillium may at any time assign, transfer, subcontract or otherwise deal in any other manner with any or all of its rights or obligations under the Contract without the Customer's prior consent. The Customer shall execute any documents reasonably required by Trillium to give effect to Trillium's rights under this clause. The Customer may not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights or obligations under the Contract without the prior written approval of Trillium.

16.7 **No Partnership.** The parties are independent persons and are not partners, principal and agent or employer and employee and the Contract does not establish any joint venture, trust, fiduciary or other relationship between them, other than the contractual relationship expressly provided for in it. Neither party shall have, nor shall represent that it has, any authority to make any commitments on the other party's behalf.

16.8 **Variation.** No variation of the Contract shall be binding unless expressly agreed in writing and executed by a duly authorized signatory on behalf of each of Trillium and the Customer, respectively. Changes to the Contract are subject to clause 2.3.

16.9 **Severability and Survival.** All terms of the Contract are severable, and any provision of the Contract held to be invalid, illegal, or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality, or unenforceability without affecting the validity, legality, and enforceability of the remaining provisions hereof or thereof. The invalidity of a particular provision in a particular jurisdiction shall not invalidate such provision in any other jurisdiction. Those provisions that are expressed, or by their nature are required, to survive expiry or termination of the Contract, shall survive expiry or termination of the Contract.

16.10 **Entire Agreement.** The Contract constitutes the entire agreement between Trillium and the Customer and supersedes any prior oral or written understandings and representations between Trillium and the Customer relating to its subject matter. Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract. The United Nations Convention on Contracts for the International Sale of Goods does not apply to the sale of any Goods by Trillium to the Customer under the Contract.

17. GOVERNING LAW AND JURISDICTION

17.1 **Americas.** If Trillium is based in North or South America (the "**Americas**"), the Contract will be governed by and construed in accordance with the laws of the State of Texas, without giving effect to any choice of law or conflict provision or rule that would cause the laws of any other jurisdiction to be applied. Where this clause 17.1 applies, all disputes arising out of or in connection with the Contract must be brought in a state or federal court sitting in Harris County, Texas, and each party hereby irrevocably submits itself to the exclusive jurisdiction of each such court in any such action or proceeding and waives any objection it may now or hereafter have to venue or convenience of forum. THE PARTIES HEREBY IRREVOCABLY WAIVE THEIR RIGHT TO TRIAL BY JURY.

17.2 **Outside of the Americas.** If Trillium is based outside of the Americas, the Contract will be governed by and construed in accordance with the laws of England. Where this clause 17.2 applies, all disputes arising out of or in connection with the Contract shall be referred to and finally resolved by arbitration under the London Court of International Arbitration Rules ("**LCIA Rules**"), which LCIA Rules are deemed incorporated by reference into this clause. The number of arbitrators shall be one (1). The seat, or legal place, of arbitration shall be London, England. The language used in the arbitral proceedings shall be English. The governing law of this arbitration agreement shall be English law.



14040 Santa Fe Trail Drive
Lenexa, Kansas 66215
913/888-5201

Name and Address:

CITY OF BIDDEFORD
WASTEWATER DIV.

Quotation Date: 5/16/2022

Inquiry Number: 33082

Engineer:

Job Location: City of Biddeford, ME

Smith & Loveless, Inc., having an office at 14040 Santa Fe Trail Drive, Lenexa, Kansas 66215 (hereinafter referred to as "Seller"), hereby agrees to sell to the buyer designated below (hereinafter referred to as "Buyer"), the following equipment subject to all the provisions set forth in this Sales Agreement. *The Sales Representative is not an agent or employee of Seller and is not authorized to enter into any agreement on Seller's behalf or bind Seller in any way.*

TWO SMITH & LOVELESS® Model 12SW-CL Classifier (dewatering screw conveyor):

- Wettable parts shall be 304 stainless steel construction
- Solid 304 stainless steel cover
- 12" screw diameter fabricated in 304 stainless steel
- Motor shall be 0.5 HP, 1760 RPM, 3/60/460, explosion-proof premium efficiency pump motor
- Unit will be direct drive
- Unit will include a splash box and a steel hydro-cyclone

Approximate total weight of equipment: 2500 lbs.

Approximate weight of heaviest piece: 2000 lbs.

Classifier components include following and shipped in major pieces:

- Grit screw conveyor
- Hydrocyclone

CORROSION PROTECTION:

All fabricated steel components, except for stainless steel, shall be commercial blasted and coated by the Manufacturer with one 6-mil DFT coat of **VERSAPOX®** epoxy prior to shipment. All motors and gearboxes shall be furnished with the original manufacturer's coating.

Approximate weight of the **SCREW CLASSIFIER**: 2,000 lbs.

WARRANTY

The equipment shall be covered in accordance with our standard Warranty Certificate and warrants our equipment to be free from defects in materials and workmanship for a period of 12 months from start-up but not to exceed 18 months from date of shipment. The cost of labor is not included.

NOT INCLUDED:

Electrical control panel
Concrete or concrete work

NOT INCLUDED (Cont'd):

Field assembly/erection or installation

Interconnecting piping, wiring and conduit

Field paint or painting

Lubricants

Performance Testing of grit concentrators and grit classifiers

Grouting

PLC Program Copy (if applicable)

Smith & Loveless, Inc. will provide one electronic copy of the O&M on CD in PDF format and four hard copies of the O&M. Additional copies can be provided for \$50 per copy

PRICE, SUBMITTAL DATA & DELIVERY:

\$ 198,393

F.O.B. factory plus any taxes, which may apply. Truck/Rail freight allowed to the job site, rail siding or nearest unloading area-unloading to be by Buyer. Due to the spike in gas prices, which is beyond the control of Smith & Loveless at the time of our quotation/bid, a fuel surcharge may need to be assessed at time of shipment.

We are currently experiencing large increases in the price of materials and components with very little advance notice. Therefore, the sales price of the equipment quoted herein is subject to an escalation in price. Escalation shall be based upon the increase incurred by Smith & Loveless for the material or components in excess of 5% from the time of quote. The escalation shall be calculated as the % increase over 5% of the material/component item and shall include material handling factor and overhead. Such escalation shall be verified through quotes, invoices or receipts from suppliers to Smith & Loveless.

Pricing is firm for 30 days from bid date.

Three (3) days supervision of initial operation, start-up and operator training over one (1) trip are included. If additional days are required, Seller will furnish a factory-trained supervisor for \$950 per day including travel time plus actual travel expenses.

Seller to send Submittal Data for approval 6-8 weeks after receipt of complete details at Seller's factory.

With continuing approval of the Smith & Loveless Credit Department, payments terms are:

- 10% with order
- 25% upon release to manufacture
- 65% Net 30 from date of shipment

Manufacturing completion is estimated 20-22 weeks after receipt in Seller's office of approved Submittal Data and/or after all notations or comments have been clarified, approved and inserted into the manufacturing documents by the Seller. Variations in the time Submittal Data is returned to Seller and/or Submittal Data marked approved, but which contain contingencies or variations may impact the completion time of the equipment.

ADDITIONAL TERMS AND CONDITIONS

1. GENERAL A. Buyer's execution of this Agreement constitutes Buyer's offer to purchase, on the terms and conditions set forth herein, the equipment described in this agreement, and such offer is irrevocable for thirty (30) days after Buyer executes and delivers to Seller this Agreement together with all necessary engineering data and information. Prices are firm for thirty (30) days after the bid date provided a firm order is received at the factory within that time period and provided approved Submittal Data is received at the factory within forty-five (45) days from the date submittals are forwarded from the factory. In the event firm orders and Submittal Data are not received by Seller within the times set forth above, then price and delivery estimates may change due to changes in the costs of material and labor and/or factory capacity at the time when the firm orders or approved Submittal Data is received by Seller. Seller reserves the right to amend this Sales Agreement if not signed and returned within thirty (30) days from the quotation date. In the event we are unable to ship within estimated period for reasons beyond our control, including a request by the Buyer to defer shipment, the prices are subject to adjustment to those prevailing at the time of shipment.

B. THIS AGREEMENT IS NOT BINDING ON SELLER UNLESS SIGNED ON SELLER'S BEHALF BY AN OFFICER OR MANAGER OF SELLER.

C. This Agreement constitutes the entire contract between the parties with respect to said equipment (any prior agreement, representation, covenant or warranty, written or oral, being superseded hereby) and may not be amended or modified except by a written instrument duly executed by both parties, the provisions of any purchase order or other document submitted by or on behalf of Buyer to the contrary notwithstanding.

D. All notices hereunder are to be in writing and mailed postage prepaid to the party being notified at the address indicated in this agreement or at such other address as may be designated in writing.

E. Remedies provided for herein are cumulative and are in addition to all other remedies as may be available at law or in equity.

F. This Agreement is governed by and subject to the laws of the State of Kansas and the Buyer by executing this agreement agrees to submit to the Jurisdiction of the State of Kansas and the venue for any disputes between the parties will be in the District Court of Johnson County, Kansas, or the Federal District Court of Kansas.

2. NOTICE TO PROCEED- Return to Seller of approved Submittal Data or notification to Seller that the submission of submittals will be waived, constitutes notice to Seller to proceed with manufacture. In the event Seller does not receive approved Submittal Data within forty-five (45) days after Seller's submission of submittal data for approval, then Seller reserves the right to amend price and delivery of the equipment being sold. Final approved Submittal Data means approval by Buyer (or Buyer's representative) of Seller's Submittal Data and/or after all notations or comments have been clarified, approved and inserted into Seller's manufacturing documents at which point Seller's estimated completion schedule commences. Variations in the time Submittal Data is returned to Seller and/or Submittal Data marked approved but which contain contingencies or variations may impact the completion time of the equipment. Seller agrees to furnish only the equipment included in Seller's quotation and/or as described and modified in the Submittal Data. Approval of the Submittal Data constitutes acceptance of the equipment in the configuration described therein. If Seller is directed to change the scope of the equipment after notice to proceed to manufacture, then Seller reserves the right to amend the price and delivery of the equipment.

3. EXCUSED PERFORMANCE- Seller is not liable for any failure or delay in performance hereof, with respect to delivery or otherwise, if such failure or delay is due to any cause beyond Seller's control including, but not limited to, any Act of God, war, civil disturbance, riot, labor difficulty, factory capacity, fire, other casualty, accident or supplier's failure or inability to perform.

4. CREDIT APPROVAL- The credit terms specified herein are subject to Seller's continuing approval of Buyer's credit and if, in Seller's sole judgment, Buyer's credit or financial standing is impaired as to cause Seller to deem itself insecure, Seller may withdraw the extension of credit and require other payment terms.

5. PAYMENT- Subject only to any credit terms, which Seller may extend, the total purchase price hereunder is due at such time, within or after the estimated shipment period specified herein, as said equipment is ready to be shipped. Buyer shall pay in full all invoices within the time for payment specified therein and Buyer's payment obligation is in no way dependent or contingent upon Buyer's receipt of payment from any other party. Any balance owed by Buyer for thirty (30) days or more after the same becomes due is subject to a 2% per month delinquency charge until paid. In addition to all other amounts due hereunder, Buyer shall reimburse Seller in full for all damages, costs and expenses, including reasonable attorneys' fees, which Seller may incur with respect to Buyer's breach of this Sales Agreement or the collection of past due amounts from Buyer. If Buyer is in default under this or any other agreement with Seller, Seller may, at its option, defer performance hereunder until such default is cured.

6. SECURITY INTEREST- Until all amounts due hereunder have been paid in full, Seller has a security interest in said equipment and has all rights of a secured party under the Uniform Commercial Code including, without limitation, the right to take possession of said equipment without legal process and the right to require Buyer to assemble said equipment and make it available to Seller at a place reasonably convenient to both parties. At Seller's request, Buyer shall execute any financing statement or statements submitted by Seller in order that Seller's security interest in said equipment may be perfected.

7. WARRANTY & LIABILITY- Seller warrants only that said equipment is free from defects in materials and workmanship as set forth in Seller's standard Certificate of Warranty furnished to Buyer at the time of final shipment. THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE OR DESIGN AND WHICH ARE EXPRESSLY DISCLAIMED BY SELLER. Seller's sole responsibility with respect to any equipment which proves to be defective as to materials or workmanship is either to replace or to repair the same as is set forth in said Certificate of Warranty. Unless authorized in writing by Seller, Seller is not responsible for any charge or expense incurred for the modification, servicing or adjusting of said equipment after the same has been delivered to Buyer. Seller is not liable in association with its warranty or in any other capacity for any consequential, incidental or liquidated damages, late fees/damages or penalties.

8. CLAIM PERIOD- Buyer shall immediately inspect said equipment upon receipt thereof and immediately notify the carrier of any damage, shortage or other nonconformance. Seller is not obligated to consider any claim for damages, shortages or non-conformance unless notified by Buyer within ten (10) days after Buyer's receipt of said equipment.

9. CANCELLATION- Should Buyer cancel this agreement without Seller's prior written consent, Seller may, at its option, recover from Buyer a cancellation charge of not less than 20% of the purchase price hereunder. This cancellation charge is intended to compensate Seller for difficult-to-calculate economic losses, including but not limited to, material and labor costs, as well as loss of anticipated profits suffered due to cancellation.

10. SEVERABILITY – If any provision or provisions of this Agreement shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

11. STORAGE- If at such time, within or after the estimated shipment period specified herein, as Seller notifies Buyer that said equipment is ready to be shipped Buyer requests a delay in shipment, Seller may, at its option, agree to store said equipment for a period of time determined by Seller, provided that such agreement will not affect Buyer's obligation to pay in full all invoices as they become due, and provided further that for each month, or portion thereof, said equipment is so stored by Seller, Buyer shall pay to Seller as a storage fee an amount equal to 2% of the purchase price.

12. DRAWINGS, ILLUSTRATIONS AND MANUALS- Catalog and proposal drawings, bulletins, and other accompanying literature are solely for purpose of general style, arrangement and approximate dimensions. Seller may make any changes Seller deems necessary or desirable. Submittal for approval, if required, will be made after receipt of complete information from Buyer. Unless otherwise specified at the time of quotation, six sets will be furnished. Additional sets are at \$25.00 per set. Installation, maintenance and operation manuals will be furnished in the number of copies specified at the time of quotation. If none specified, four will be provided at no added cost, with additional copies at \$50.00 each.

13. PERMITS, LICENSES- Buyer at its sole cost and expense shall obtain all building or other permits or licenses with respect to the installation and operation of said equipment required by any federal, state or local governmental body.

14. PATENT INDEMNIFICATION- Seller shall, at its own expense, defend any suit instituted against Buyer, based on any claim that equipment furnished hereunder infringes any Letters Patent of the United States, and Seller shall pay any damages assessed against Buyer in any such suit, provided that Buyer, upon service of process upon Buyer, gives to Seller notice in writing of the institution of such suit, and permits Seller, through counsel chosen by Seller, to defend the same, and gives Seller all information in Buyer's possession and reasonable assistance and authority to enable Seller so to do. Seller shall have no liability or obligation to Buyer for patent infringement resulting from compliance by Seller with written instructions or specifications of Buyer concerning the structure, operation, material, or method of making equipment furnished hereunder.

Agreed to this _____ day of _____,

Buyer

By _____
Print Name

By _____
Authorized Signature

Physical Address

Email Address

Is this purchase tax exempt? Yes ___ No ___
If YES, attach Sales Tax Exemption Certificate. Failure to provide tax exempt certificate prior to shipment will result in Buyer being responsible for all applicable taxes.

Agreed to this _____ day of _____,
at Lenexa, KS.

SMITH & LOVELESS, INC

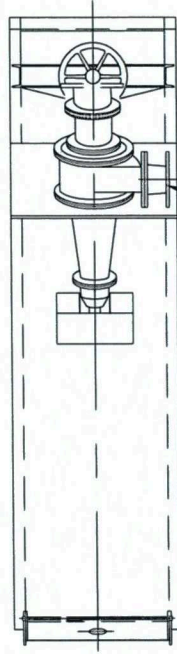
By _____
Authorized Signature

Prepared by _____
Sales Representative

NOTE: The Sales Representative is not an agent or employee of Seller and is not authorized to enter into any agreement on Seller's behalf or to bind Seller in any way.

GENERAL NOTES:

1. GROUTING OF EQUIPMENT TO BE DONE ONLY AFTER ALIGNMENT IS COMPLETED AND TEST RUN IS PERFORMED.
2. GRIT SCREW AUGER CARBON STEEL: 12" DIA X 8'-0" LG WITH 3/8" THICK 6" PITCH RH FLIGHTS WITH 1/2" WIDE LINCOLN 80G HARDENED CONTINUOUS WELD ON LEADING EDGE.
3. CYCLONE VORTEX FINDER COMPOSED OF NI-HARD ALLOY.
4. PRESSURE GAUGE (BY S&L) TO BE INSTALLED BY OTHERS IN PIPE FLANGI UPSTREAM OF CYCLONE INLET.
5. CONTRACTOR TO PROVIDE VENT PIPING TO ATMOSPHERE ON OVERFLOW PIPING OF HYDROCYCLONES.
6. ALL ANCHORS PROVIDED BY OTHERS.
7. COPYRIGHT (C) 2021 SMITH & LOVELESS INC.



6" OVERFLOW VICTAULIC FLG.
1 1/2" O.D. W/ 8 HOLES
7/8" DIA ON 9 1/2" B.C.

4" INLET VICTAULIC FLG.
9" O.D. W/ 8 HOLES
3/4" DIA ON 7 1/2" B.C.

1'-1 3/8"

6" OVERFLOW

4" INLET

7'-6" NOM

ZERO SPEED SENSOR

5'-3 1/2" CLEARANCE

3'-2 1/2" NOM

1'-8" NOM

6'-0" CENTERS

2" NPT DRAIN

1'-0"

8'-6" OVERALL

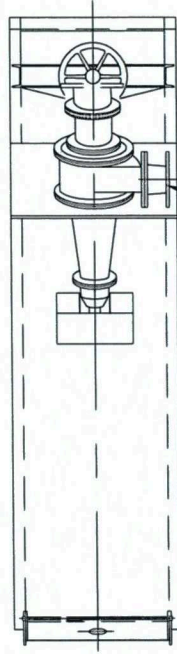
3 1/2"

12"

1" GROUT TYP

7"

2 1/2" NPT OVERFLOW



PLAN VIEW
SIDE ORIENTED FOR CLARITY

INLET MAY BE
ROTATED 180°

10 1/2" NOM

16 7/8"

45°

4" INLET

6"

11" NOM

5'-3" NOM

3'-1 3/8"

2'-9 1/4"

1'-7" NOM

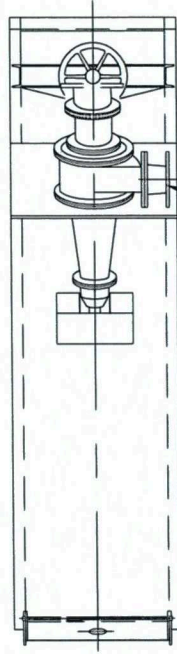
2'-5 1/2"

2 1/2" NPT OVERFLOW

9 1/2"

2'-2" MAX

7'-7 1/2" NOM



6" OVERFLOW

1'-1 3/8"

4" INLET

7'-6" NOM

5'-3 1/2" CLEARANCE

3'-2 1/2" NOM

1'-8" NOM

6'-0" CENTERS

2" NPT DRAIN

1'-0"

8'-6" OVERALL

3 1/2"

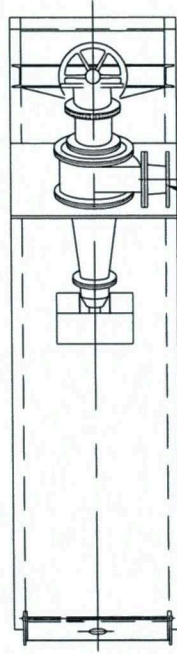
12"

1" GROUT TYP

7"

2 1/2" NPT OVERFLOW

9 1/2"



6" OVERFLOW

1'-1 3/8"

4" INLET

7'-6" NOM

5'-3 1/2" CLEARANCE

3'-2 1/2" NOM

1'-8" NOM

6'-0" CENTERS

2" NPT DRAIN

1'-0"

8'-6" OVERALL

3 1/2"

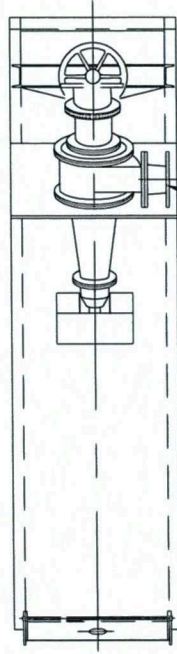
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3'-2 1/2" NOM

1'-8" NOM

6'-0" CENTERS

2" NPT DRAIN

1'-0"

8'-6" OVERALL

3 1/2"

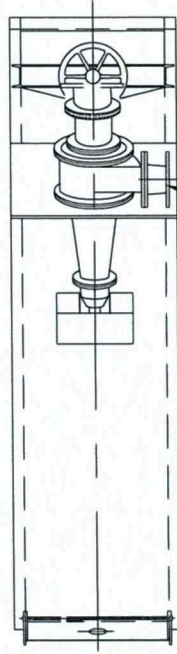
12"

1" GROUT TYP

7"

2 1/2" NPT OVERFLOW

9 1/2"



6" OVERFLOW

1'-1 3/8"

4" INLET

7'-6" NOM

5'-3 1/2" CLEARANCE

3'-2 1/2" NOM

1'-8" NOM

6'-0" CENTERS

2" NPT DRAIN

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8'-6" OVERALL

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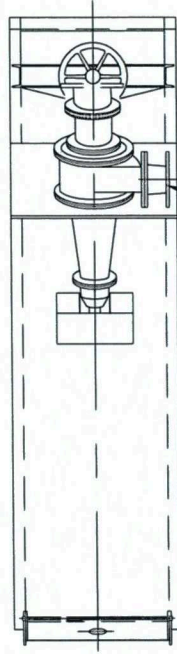
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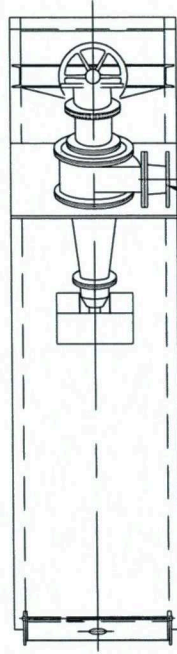
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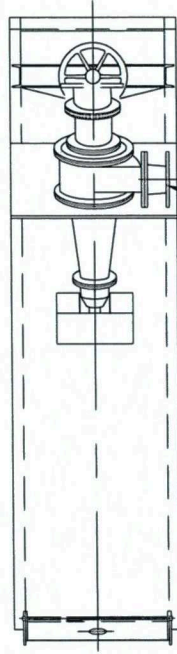
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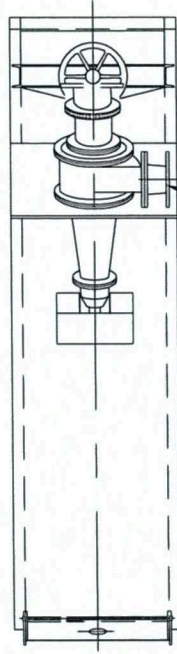
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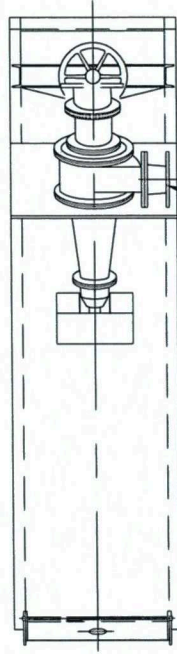
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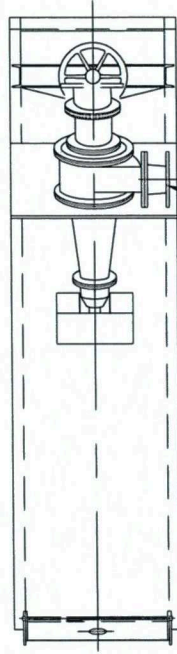
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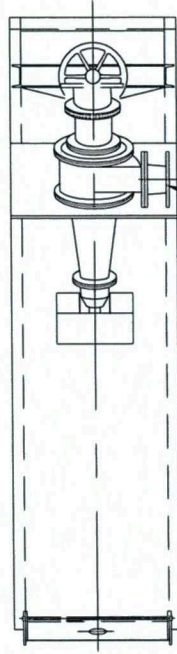
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Finance Committee/City Council

Meeting Date: July 19, 2022

Meeting Time: 5:00 PM/6:00 PM

Agenda Item No: 2022.63

Item Description: Authorization/Purchase of (1) Wastewater Department Pickup Truck with Plow/(1) Public Works Department Pickup Truck with Plow

Submitted by: Jeff Demers - Public Works Director

Jerry Court, Garage Supervisor

Supporting Information/Documentation:

Bill Dodge price sheet

Executive Summary:

Approval to purchase (2) 2500 HD Sierra series pickup trucks with plows. The Wastewater Treatment Plant vehicle has been taken off the road and can no longer meet the inspection requirements of the State of Maine. This vehicle was a 2010 Colorado with 192,000 miles. The Public Works vehicle is a 2007 GMC 2500 series with 159,000 miles. This vehicle will go into the City's auction sale in the fall.

Detailed Review:

Public Works reached out to the following dealerships: Arundel Ford, Weirs Motors, Rowe Ford, Bill Dodge, Quirk Chevy, Casco Bay Ford.

The only vendor at this time that will give us Government pricing is Bill Dodge.

EVT vehicles do not fit the needs for these operations.

Funding Source:

These vehicles were budgeted in FY2023 CIP

Staff Recommendation:

Staff recommends going forward with purchase from Bill Dodge for a total of \$112,478.00 for (1) truck and plow for the Wastewater Department, and (1) truck and plow for the Public Works Department.

Staff will be available for any further questions.

Bid Opening for a 4x4 ¾ Ton Standard Cab Pick-Up Truck

Present: Jerry Court - Public Works
Kara Cote - Public Works

Bids were opened at the Public Works Department at 10:00a.m. on July 14, 2022.

Bill Dodge

2023 GMC Sierra 2500HD	\$56,239.10
------------------------	-------------



Purchase Agreement

Emily Williams
 Bill Dodge Auto Group
 2 Saunders Way
 Westbrook, ME 04092

Buyer	Co-Buyer	Vehicle
Biddeford City Of Public Works Jerry Court 371 Hill St Biddeford, ME 04005 E: (207) 282-1579 jerry.court@biddefordmaine.org		2023 GMC Sierra 2500HD VIN: Stock #: Mileage: Color:

Purchase Details	
Retail Price:	\$50,395.00
Sales Price:	\$50,395.00
Savings:	\$0.00
Accessories:	\$9,592.60
Service Contract:	\$0.00
Government Fees:	\$52.50
Proc/Doc Fees:	\$599.00
Total Taxes	\$0.00
Total Sales Price:	\$60,639.10
Trade Allowance:	\$0.00
Trade Payoff:	\$0.00
Trade Equity:	\$0.00
Rebate:	\$4,400.00
Cash Down:	\$0.00
Cash Price:	\$56,239.10

X

 Customer Signature

 Date

X

 Manager Signature

 Date

Disclaimer:

Printed 7/14/22 8:32 AM

FOUR WHEEL DRIVE ¾ TON STANDARD CAB PICK UP

GENERAL:

These specifications describes a standard cab 4x4 ¾ ton, minimum 10,000 lbs. GVWR pick-up which shall be built of all new material and carry all warranty as set forth by the Manufacturer.

REQUIREMENTS:

Equipment equipped as per the following specifications, any parts or accessories not specified herein, but listed, as standard equipment shall be furnished by the bidder.

DIMENSIONS: Standard cab with an 8' standard bed

ENGINE:

V-8

GAS

TRANSMISSION:

Automatic, over drive, with an auxiliary transmission cooler.

REAR SUSPENSION:

Rear Axle 3.73 ratio

ELECTRICAL SYSTEM:

Shall be 12-volt, Self-canceling directional signal with a traffic switch, interior light, variable speed electric wipers.

STEERING:

Shall be power steering.

BRAKES:

Shall be heavy-duty power brakes with rear wheel anti locks.

TIRES:

LT all season black wall with spare tire including wheel.

CAB:

Seat 40/20/40 split bench seat with center fold down armrest and storage in cloth. Standard AM/FM radio to include, clock, and hands free calling.

Power equipment group to include power windows, remote start, day/night rearview mirror, heater and defogger, Air conditioning, cruise control, rubberized vinyl floor covering.

EXTERIOR:

Bumper rear step type with step pad, running boards, standard grill, mirrors outside heated power-adjustable head.

COLOR:

Silver Metallic

OPTIONS:

Spray in bed liner

Auxiliary switch panel for extra lighting

Heavy-duty trailering equipment with 7-pin and 4-pin connectors, with integrated trailer brake controller.

Plow prep.

PLOW:

8'6" FISHER EXTREAM V STAINLESS STEEL

With cutting edge and shoes.

WARRANTY:

State warranty in bid. Minimum acceptable warranty shall be for parts and labor.

DELIVERY DATE:

State guaranteed delivery date.

Emily Williams
BILL DODGE BUICK GMC**ATTENTION ALL USERS:** When using Order Workbench (OWB), please DO NOT disable pop-up windows functionality. OWB uses pop-up windows to display business critical alerts, confirmations and warning messages while in transactions. For assistance, contact the OWB Help Desk at 1-888-337-1010.

jvm012 Logout

ORDER Workbench Main > Order Vehicles > Change Preliminary Order: Summary

[PLAN & FORECAST](#) [ORDER VEHICLES](#) [MANAGE INVENTORY](#) [LOCATE VEHICLES](#) [DELIVER VEHICLES](#) [REPORTS & TOOLS](#)

Change Preliminary Order# BFWFWQ: Summary



BAC: 117953 BFC: 1 Name: BILL DODGE BUICK GMC

You have successfully changed your preliminary order. Go to [View My Preliminary Orders](#) to view the modified order: BFWFWQ

Review the vehicle configuration information in order to ensure that it is correct. If you need to make a change click "Back" to return to the Choose Options screen. Click "Change Preliminary Order" to modify this configuration. Click "Cancel Changes" to cancel the changes to this configuration.

RELATED LINKS

- [View My Allocation and Constraints](#)
- [View Stored Configurations](#)
- [US On-Line Order/Reference Guide](#)

Customer Information

View Customer Version ▼

Business Name:

CITY OF BIDDEFORD
371 HILL STREET
BIDDEFORD

ME

04005

Phone: 207-282-1579

Email:

NAIPC Order Detail

Special Price Allowance:

Purchase Order: No

PO Number:

Financial Coverage Code:

Tag:

Model Information

Model Year: 2023

Division: GMC

Allocation Group: GHDREG

Model: TK20903 - 2500HD Sierra: Regular Cab
Long Box, 4WD

Order Type: SRE-Retail Sold

DAN: UPDATE

Stock No: UPDATE

MSRP: \$48,600.00

MSRP W/DFC: \$50,395.00

Preferred Equipment Group †

PEG: 1SA

Color

Primary Color: GAN - Quicksilver Metallic

\$495.00

Trim

H1T: Jet Black, Cloth seat trim

Options

9L7: Upfitter switch kit, (5)

\$150.00

NQF: Transfer case, two-speed, electronic shift

AE7: Seats, front 40/20/40 split-bench

NZZ: Skid Plates

AKO: Glass, deep-tinted

PCI: Convenience Package

\$1,950.00

AU3: Door locks, power

PYN: Wheels, 17" (43.2 cm) painted steel,
Silver

BQD: Floor covering, rubberized-vinyl

C49: Defogger, rear-window electric		QK1: Tailgate, standard	
CGN: Bed Liner, Spray-on, Pickup bedliner with GMC logo	\$545.00	QT5: Tailgate, gate function manual with EZ Lift	
DBG: Mirrors, outside power-adjustable vertical trailing		QXT: Tires, LT265/70R17E all-terrain, blackwall	\$200.00
E63: Pickup bed		RFQ: Focused Ordering Configuration	
G80: Auto-locking rear differential		U01: Lamps, Smoked Amber roof marker, (LED)	\$55.00
GT4: Rear axle, 3.73 ratio		UF2: LED Cargo Area Lighting	
IOR: Audio system, GMC Infotainment System with 7" diagonal color touch-screen		UVC: Rear Vision Camera	
JGB: GVWR, 10,250 lbs. (4649 kg)		V46: Bumper, front chrome lower	
JL1: Trailer brake controller, integrated	\$275.00	V76: Recovery hooks, front, frame-mounted, Black	
K34: Cruise control, steering wheel-mounted		VJH: Bumper, rear chrome	
K47: Air filter, heavy-duty		VK3: License plate kit, front	
K4B: Battery, auxiliary, 730 cold-cranking amps/70 Amp-hr	\$135.00	VQO: LPO, Black assist step	\$495.00
KW5: Alternator, 220 amps		VYU: Snow Plow Prep/Camper Package	\$300.00
L8T: Engine, 6.6L V8		YM8: LPO Processing Option	
MYD: Transmission, 6-speed automatic, heavy-duty		Z82: Trailering Package	
NE1: Emissions, Connecticut, Delaware, Maine, Maryland, Massachusetts, New Jersey, New York, Oregon, Pennsylvania, Rhode Island, Vermont and Washington state requirements		ZXT: Tire, spare LT265/70R17E all-terrain, blackwall	

† North American Order Workbench is intended solely for business use by GM Dealers. Pricing shown is for illustration purposes only. Refer to [GMPrising.com](https://gmpricing.com) for official GM Price schedules. GM pricing is subject to change by GM at anytime, without notice.

Order Workbench: [FAQs](#) [Site Map](#)

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PROPOSAL

The UNDERSIGNED agrees to furnish the City of Biddeford, Maine with a FOUR WHEEL DRIVE 3/4 TON PICK-UP as follows and in accordance with the attached Notice and General Specifications dated 7/14/22 and the following delivery times and prices.

Price for A FOUR WHEEL DRIVE 3/4 TON PICK-UP with Plow \$56,239.10

MAKE: GMC Sierra 2500HD

GUARANTEED DELIVERY DATE: 10-14 weeks

SIGNED 
(Corporation, Firm, or Company)

BY: Emily Williams
(Officer, authorized individual or owner)

DATE: 7/14/22 ADDRESS: 2 Saunders Way
Westbrook, ME

ZIP CODE: 04092

TRADE: NONE

Warranty: 3 year/36,000 bumper to bumper, 5 year/100,00 miles power train.

*Delivery Date is subject to change pending semi-conductor shortage, transport and shut downs.

*Plow price is subject to change per Manufacturer's price increase.

CITY OF BIDDEFORD, MAINE

NOTICE AND GENERAL SPECIFICATION

FOR A 4x4 ¾ TON STANDARD CAB PICK-UP TRUCK

Sealed proposals for furnishing the City of Biddeford with a 4X4 ¾ ton standard cab Pick-up truck will be accepted at the Department of Public Works Garage, 371 Hill Street, Biddeford, Maine until July 14th 2022 at 10:00 am at which time they will be publicly opened and read.

Proposals shall be submitted in a sealed envelope plainly marked "PROPOSAL FOR A 4X4 ¾ TON STANDARD CAB PICK-UP TRUCK"

The equipment to be purchased under this proposal is to replace equipment which is to be either sold or traded-in towards its replacement. In the final page of the proposal, an opportunity is given to bidders to quote on the City's used equipment as a trade-in allowance toward that department's purchase. The proposal may be awarded either with or without trade-in as the City deems to be in its best interest. The City may also, if it feels it is necessary, withdraw any used equipment from the sale before the award is made.

The City of Biddeford will accept in a separate proposal, a bid for the used equipment to be available after the new equipment has been delivered and is in service. The City of Biddeford reserves the right to accept any or all of these separate bids rather than the trade-in allowance of the proposal.

The used equipment offered for trade-in allowance may be inspected by arrangement with the head of the department that operates this equipment, as specified in the proposal. The lettering and City Seals are to be removed from the used equipment by the City and the bidder shall accept delivery of used equipment "as is" after the seals and lettering have been removed.

Deliveries shall be F.O.B. Biddeford, Maine on or before the time stated in the proposal. The record for deliveries of a proposer, or the manufacturer of a make being proposed, may be a factor in making an award on the equipment of this proposal. Since a quick delivery is needed for this equipment, delivery time as well as price may be made a factor in determining the award, according to what the City of Biddeford may feel to be in its best interest.

Proposers shall include with their proposal a catalog (or literature) marked to indicate the standard factory equipment of each model being proposed.

There shall be within the Biddeford area a repair/service facility, which shall maintain a stock of spare parts, for the make and model of the equipment that the proposer offers in the proposal.

All equipment offered in this proposal shall be absolutely new and the latest model as quoted, shall have the standard motor vehicle guarantee, and shall be of a United States Manufacturer. The dealer will state in the proposal the name, model number, etc. for equipment that meets all the specifications and performs all the functions and is represented, not only by these specifications, but also by the descriptions in the descriptive literature included with this proposal, unless the literature included with this proposal, is plainly marked otherwise.

If the equipment offered by a proposer under the specifications meets the specifications except for minor factors or reasonably small variations from the specifications that do not prevent the equipment being proposed, from performing satisfactorily or from being as good as equipment fully meeting these specifications, then these minor specifications may be waived by the City, if it deems it to be in its advantage, and the equipment with the waived variations in specifications will be accepted as fully meeting these specifications.

It is the custom of the City of Biddeford to pay its bills within 20-30 days following delivery of, and receipt of bills for all items covered by the Purchase Order. In submitting a proposal under these specifications proposers should take into account all discounts, both trade and time, allowed in accordance with the above payment policy. Therefore, all proposers should quote a net price exclusive of all Federal Excise Taxes.

The City of Biddeford reserves the right to accept the bid on one or more items of a proposal, on all the items of a proposal, or on any combination of items on a proposal. The City of Biddeford also reserves the right to waive any informality in bids, to accept any bid and to reject any or all bids, should it be deemed to be in the best interest of the City to do so.

If there are any questions on the proposal package, please contact Jerry Court at the Biddeford Public Works Department (207) 282-1579.



Finance Committee / City Council

Meeting Date: 7/19/2022

Meeting Time: 5:00PM – 6:00PM

Agenda Item No: 2022.64

Item Description: Purchase of two new police cars

Submitted by: Jeff Demers Director; Jerry Court Fleet Supervisor

Supporting Information/Documentation:

Bid tabulation attached

Bid Submitted by McGovern Municipal HQ

Bid Submitted by Casco bay ford

Executive Summary:

Approval to trade in two Police cars and approval to purchase 2 new Police Interceptors.

Detailed Review:

The Biddeford Police Department, with the assistance of Public Works, is seeking approval to trade in two police cars and purchase two new ones. Public Works advertised and received two bids. One bid from McGovern Municipal HQ and the second from Casco Bay Ford. The cars that are being traded are 2020 Ford Explorers; one of them has 90,500 miles and the other has 83,000 miles. We try to replace two police cars a year to keep the maintenance costs down and assure reliability. These cars have been approved in the FY23 Police Dept. budget line item 21146-60603

Funding Source:

There is \$48,000 allocated for these cars, which are funded in line 21146-60603.

Staff Recommendation:

Staff is recommending the low bid from McGovern Municipal HQ for \$39,610, with a total trade-in amount of \$29,250.00.

Bid Opening for (2) All Wheel Drive Utility Police Interceptors

Present: Jerry Court - Public Works
Kara Cote - Public Works

Bids were opened at the Public Works Department at 11:00a.m. on July 14, 2022.

McGovern Municipal HQ

(2) Two Ford utility police interceptors	\$68,860.00
Trade in allowance Car# 112	\$14,750.00
Trade in allowance Car# 113	\$14,500.00
Total cost	\$39,610.00

Quirk Auto Group

(2) Two Ford Utility Police Interceptor's	\$74,312.00
Trade in allowance car #112	\$17,000.00
Trade-in allowance car #113	\$17,000.00
Total cost	\$40,312.00

All-Wheel Drive Ford Utility Police Interceptor

General:	These specifications describe a four (4) door, all-wheel drive Utility Police Interceptor, which shall be built, of all new material and carry All warranty as set forth by the manufacturer.
Model:	2022/2023 Ford Police Utility interceptor 4 door AWD
Dimensions:	Wheelbase 112" Overall length 197" Overall width including mirrors 90" Overall height 70" GVWR 6400
Engine:	3.3L V6 Direct-Injection
Ignition:	Engine Idle feature allows the key to be removed while engine is running (47A)
Transmission:	Automatic.
Differential:	All Wheel drive
Suspension:	Front and rear independent strut suspension.
Brakes:	4-Wheel heavy-duty disc and heavy-duty front and rear calipers with Anti-Lock braking system.
Tires:	Four (4) all season black wall with spare tire including wheel.
Steering:	Electric power-assisted steering (EPAS) with manual tilt wheel. (4) Remappable steering wheel switches with voice control
Mirrors:	Left and right side view, power remote heated.
Defroster:	Rear window, electronic heat element.
Radio:	AM/FM stereo with clock as factory option with Sync (Bluetooth) voice active communication.
Air Conditioning:	Front manual with tinted glass.
Wipers:	Intermittent windshield wipers with washer front and rear.
Doors:	Electric door locks, power windows Rear-Door controls Inoperable (locks, handles and windows) Keyed alike, 1284X (59B)
Interior:	Charcoal black cloth front bucket seats: Drivers seat 6-way power with manual recline and manual lumbar. Passenger: 2-way manual track (fore/aft with manual recline) & vinyl rear bench. Dark car feature courtesy lamp disable when any door is opened (43D) Red/white dome light
Exterior:	Shall be all black Front license plate bracket (153)
Spot lamp	Spot lamp drivers side LED
Safety:	Police Perimeter Alert: detects motion in an approximately 270-degrees (68B)
Misc.	Noise suppression Bonds (ground straps) (60R)
Warranty:	To be submitted with bid in writing
Delivery:	Please state delivery date

PROPOSAL

2 Ford Utility Police Interceptor

The UNDERSIGNED agrees to furnish the City of Biddeford, Maine with 2 Ford Utility Police Interceptor as follows and in accordance with the attached notice and General Specification dated _____ and the following delivery times and prices.

Price for 2 Ford Utility Police Interceptor	\$ _____ 68,860.00 _____
Trade-in allowance for car # 112	\$ _____ 14,750.00 _____
Trade-in allowance for car # 113	\$ _____ 14,500.00 _____
Total Cost	\$ _____ 39,610.00 _____

MAKE: _____ 2022 FORD PIU AWD BLACK _____

DELIVERY DATE: _____

SIGNED: McGovern Municipal HQ _____
(Corporation, Firm, or Company)

BY: _____
(Officer, authorized individual or owner)

DATE: _____ ADDRESS: _____

ZIP CODE: _____

Trade:

Car 112, 2020 Ford Utility Ser. #1FM5K8AB5LGB12749 with 90,500 Miles

Car 113, 2020 Ford Utility Ser. # 1FM5K8AB3LGB12748 with 83,000 Miles

PROPOSAL

2 Ford Utility Police Interceptor

The UNDERSIGNED agrees to furnish the City of Biddeford, Maine with 2 Ford Utility Police Interceptor as follows and in accordance with the attached notice and General Specification dated _____ and the following delivery times and prices.

Price for 2 Ford Utility Police Interceptor	\$ <u>74,312⁰⁰</u>
Trade-in allowance for car # 112	\$ <u>17,000⁰⁰</u>
Trade-in allowance for car # 113	\$ <u>17,000⁰⁰</u>
Total Cost	\$ <u>40,312⁰⁰</u>

MAKE: Ford Police Interceptor K8A

DELIVERY DATE: Estimated 20 weeks Subject to Ford Producing the Vehicles.

SIGNED: Casco Bay Ford
(Corporation, Firm, or Company)

BY: [Signature] Robert Burwick Commercial Sales
(Officer, authorized individual or owner) Mgr.

DATE: 07/12/2022

ADDRESS: 1213 US Route 1

Yermouth Me 04096

ZIP CODE: 04096

Trade:

Car 112, 2020 Ford Utility Ser. #1FM5K8AB5LGB12749 with 90,500 Miles

Car 113, 2020 Ford Utility Ser. # 1FM5K8AB3LGB12748 with 83,000 Miles