

Madeline S. Mooney, Chair  
Robert N. Winn, Jr., Vice Chair  
John M. Daley  
Heath Ouellette  
Lindsey M. Perry



**Ogunquit Select Board  
January 7, 2020  
Dunaway Community Center  
23 School Street  
AGENDA**

**4:30 p.m. Workshop**

- A. Special Events: Bonaire! (June 13, 2020) and 4th of July concert  
- Parks & Recreation Committee and Chamber of Commerce
- Public Comment Invited
- B. FY20 Budget Goals and Priorities

**6:00 p.m. Meeting**

**1.0 Call to Order**

- 1.1 Roll Call  
1.2 Pledge of Allegiance

**2.0 Meeting Minutes**

- 2.1 December 17, 2019

**3.0 Public Hearings – Liquor & Amusement**

- 3.1 Mainstreet – *Malt, Spirituous & Vinous Liquor License Renewal Application*  
3.2 Mainstreet – *Amusement License Renewal Application*

**4.0 Presentations, Proclamations, Resolutions & Communications**

- 4.1 Wells-Ogunquit CSD Update – Superintendent James Daly  
4.2 Special Event Permit Requests - Ogunquit Chamber of Commerce  
4.3 Visitor Services Annual Report and Recommendations for the 2020 Season Fees

**5.0 Appointments & Resignations**

**6.0 Unfinished Business**

**7.0 Town Manager's Report**

**8.0 New Business**

- 8.1 Main Beach Bathhouse & Lifeguard Station Project Contract and Budget Approval

**9.0 Citizens Comments (for Town topics not on the Agenda)**

*The Select Board welcomes public comments and questions about Town-related issues that are not on the agenda. We ask that people keep comments on point and within 3 minutes.*

**10.0 Other Business**

- 10.1 Select Board Reports and Announcements

**11.0 Adjournment**

*This meeting will be live broadcast on Channel 3/1302 and web-streamed on  
<https://townhallstreams.com/towns/ogunquitmaine>*



LIQUOR  
&  
AMUSEMENT  
LICENSE  
PUBLIC  
HEARING



**PUBLIC HEARING NOTICE**

The Ogunquit Board of Selectmen will hold a Public Hearing on Tuesday, January 7, 2020 at 6:00 PM in the Auditorium of the Dunaway Community Center on School Street, Ogunquit, Maine for the following application(s):

**MALT, SPIRITUOUS & VINOUS LICENSE (RENEWAL)**

MaineStreet 195 Main Street

**AMUSEMENT LICENSE (RENEWAL)**

MaineStreet 195 Main Street

*Christine L. Murphy*  
Christine Murphy, Town Clerk

Posted by: Patricia L. Arnaudin  
Patricia L. Arnaudin, Police Chief

Posted: December 31, 2019  
Dunaway Community Center  
Ogunquit Post Office  
Ogunquit Transfer Station  
WOGT

12/27/2019  
@ 9:00am

# OGUNQUIT

*Beautiful Place by the Sea*

### OGUNQUIT LIQUOR LICENSE APPLICATION

NEW <input type="checkbox"/> RENEWAL <input checked="" type="checkbox"/>	FOR THE YEAR: <u>2020</u>
CURRENT LICENSE EXPIRATION DATE: <u>3/25/20</u>	

BUSINESS NAME: NCP LTD - MAINESTREET  
 APPLICANT: EDWARD GAYHART - NCP LTD  
 EMAIL: ADMIN@MAINESTREETOGT.COM  
 BUSINESS REG #: 2020-219 ISSUE DATE: 12/20/19 MAP: 007 LOT: 121  
 OCCUPANCY LOAD ESTABLISHED BY THE OGUNQUIT FIRE CHIEF:  597

**NOTE - SPECIAL ATTENTION**

Applicants must procure the signatures of the following Town Officials, submit an original drawing at a scale of one inch (1") equals ten feet (10') of all areas on the premises which are open to the public and return said drawing with this completed application to the Town Clerk before a public hearing can be scheduled by the Select Board. APPLICATIONS MUST BE SUBMITTED NINETY (90) DAYS PRIOR TO THE EXPIRATION OF THE EXISTING LICENSE.

TITLE	SIGNATURE	APPROVAL		REPORT ATTACHED		DATE
		YES	NO	YES	NO	
Police Chief	<i>Robert P. Caudin</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	12-31-2019
Fire Chief	<i>[Signature]</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	1-2-2020
Code Officer	<i>[Signature]</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	12-27-2019

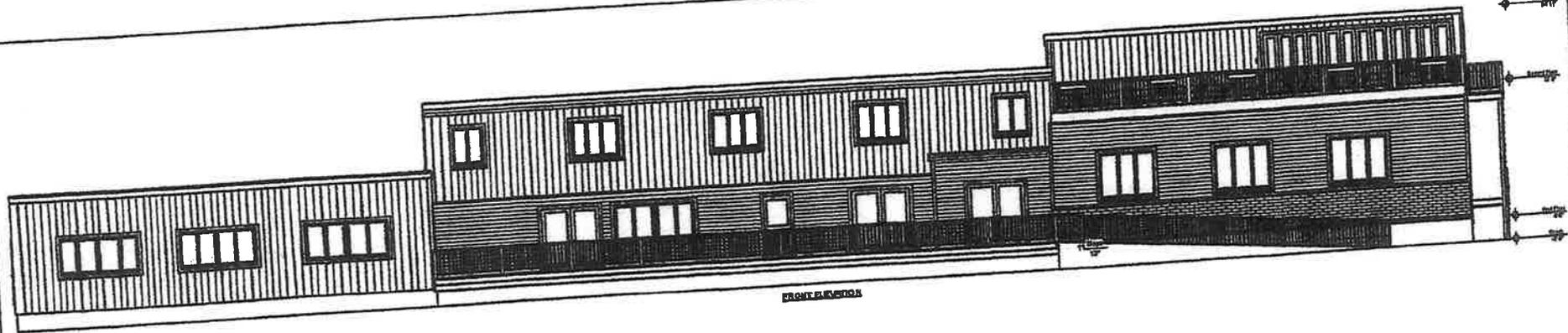
**ATTENDANCE AT PUBLIC HEARING IS REQUIRED**  
**PLEASE READ THE FOLLOWING CAREFULLY BEFORE SIGNING**

I, the undersigned applicant, acknowledge there has been no change to the business noted above by way of ownership, partnership, location, nature of business or structural change(s) to the building(s) housing the business. Knowingly supplying false information on this application is a Class D offense under the Criminal Code and is punishable by confinement of up to one (1) year or by a monetary fine of up to \$500 or both.

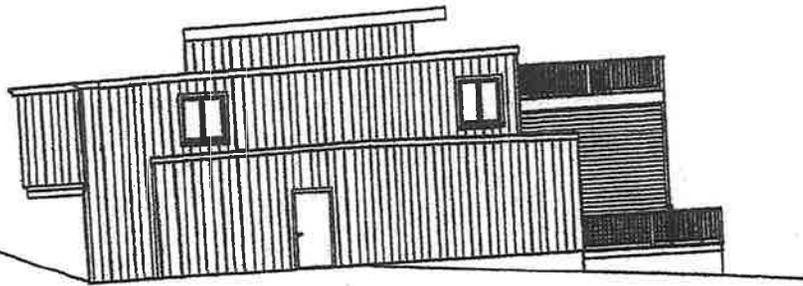
*x Edward Gayhart*  
 APPLICANTS SIGNATURE

**FOR OFFICE USE ONLY**

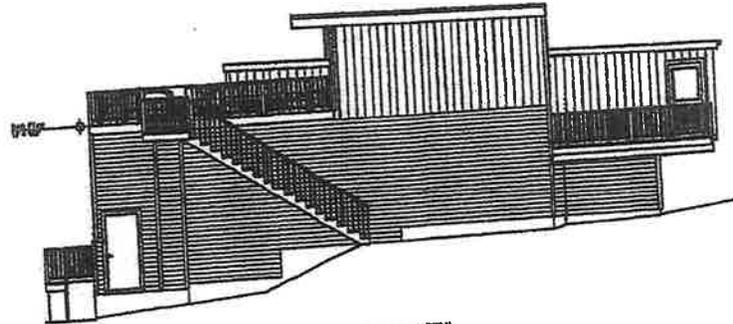
Application Fee: \$200	Date Paid: <u>12/20/19</u>	Check/Cash	Check #: <u>2249</u>
Background Check Fee: \$ <u>63.00</u>	(\$21.00 per person listed on application)		
Business Reg. Fee: \$150.00	Paid prior to Liquor Application? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		
TOTAL PAID WITH APPLICATION: \$ <u>3103.00</u>		Received by: <u>[Signature]</u> (Town Clerk's Office)	
DATE POSTED: <u>12/31/19</u>	DATE HEARD: <u>1/7/2020</u>	APPROVED: _____	DENIED: _____



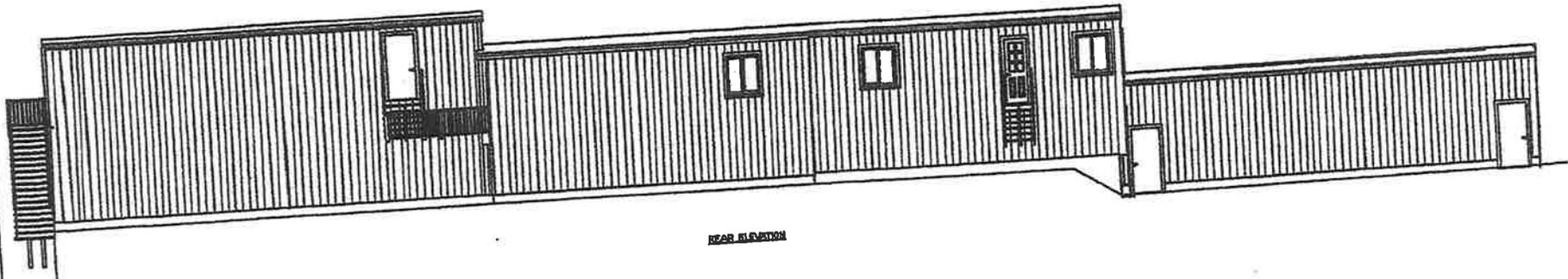
FRONT ELEVATION



LEFT ELEVATION



RIGHT ELEVATION



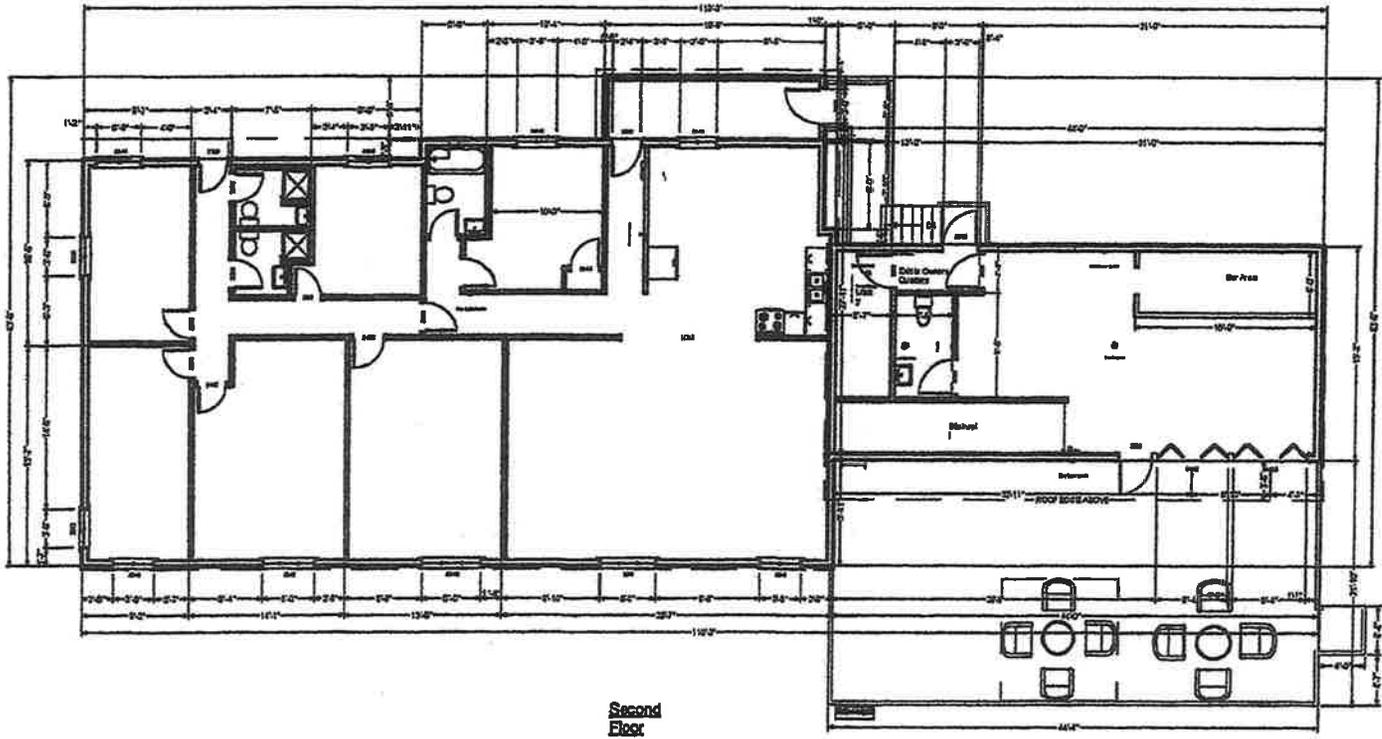
REAR ELEVATION

THESE DRAWINGS ARE THE PROPRIETARY WORK PRODUCT AND PROPERTY OF COASTAL GENERAL CONSTRUCTION, INC. DEVELOPED FOR THE EXCLUSIVE USE OF COASTAL GENERAL CONSTRUCTION, INC AND ITS AUTHORIZED AGENTS. USE OF THESE DRAWINGS AND CONCEPTS CONTAINED THEREIN WITHOUT THE WRITTEN PERMISSION OF COASTAL GENERAL CONSTRUCTION, INC. IS PROHIBITED AND MAY SUBJECT YOU TO A CLAIM FOR DAMAGES.

**COASTAL**  
General Construction

DRAWN BY: N Clough    DATE: 1/2013  
PROJECT NAME: 188 Main St Existing and New





Second Floor

THESE DRAWINGS ARE THE PROPRIETARY WORK PRODUCT AND PROPERTY OF COASTAL GENERAL CONSTRUCTION, INC., DEVELOPED FOR THE EXCLUSIVE USE OF COASTAL GENERAL CONSTRUCTION, INC AND ITS AUTHORIZED AGENTS. USE OF THESE DRAWINGS AND CONCEPTS CONTAINED THEREIN WITHOUT THE WRITTEN PERMISSION OF COASTAL GENERAL CONSTRUCTION, INC. IS PROHIBITED AND MAY SUBJECT YOU TO A CLAIM FOR DAMAGES.

**COASTAL**  
General Construction

DRAWN BY: N Clough	DATE: 1/2013
PROJECT NAME: 188 Main St Existing and New	
SCALE: 3/32"=1'-0"	



**OGUNQUIT AMUSEMENT LICENSE APPLICATION**

NEW  RENEWAL  FOR THE YEAR: 2020

BUSINESS NAME: NCP LTD - MAIN STREET

BUSINESS ADDRESS: 195 MAIN STREET, OGUNQUIT, ME 03907

BUSINESS PHONE # 207-546-5101 HOME PHONE #

BUSINESS REG # 2020-219 ISSUE DATE: 12/20/19 MAP: 077 LOT: 121  
(Business Registration)

OCCUPANCY LOAD ESTABLISHED BY THE OGUNQUIT FIRE CHIEF:

NATURE OF BUSINESS: BAR, RESTAURANT & SHOWS

FORM OF ENTERTAINMENT: (Please be specific)

DJ'S, LIVE SHOWS, THEME PARTIES  
POOL TABLE AND FUNDRAISING EVENTS

APPLICANT: EDWARD GAYHART ADDRESS: PO BOX 1687 OGUNQUIT, ME 03907

HAS YOUR LICENSE TO CONDUCT THIS BUSINESS EVER BEEN DENIED, SUSPENDED OR REVOKED?

YES  NO

If, YES, please explain:

HAVE YOU, ANY PARTNERS OR CORPORATE OFFICERS EVER BEEN CONVICTED OF A FELONY?

YES  NO

If, YES, please explain:

**NOTE - SPECIAL ATTENTION**

APPLICATION MUST BE SUBMITTED NINETY DAYS (90) PRIOR TO THE EXPIRATION OF THE EXISTING LICENSE.

Please consult Title IX, Chapter 3 of the Ogunquit Municipal Code for all provisions applicable to this license. "Entertainment" is defined as follows in said Code:

"Entertainment shall include dancing by and for patrons, any music, videogames, devices, machines and any other amusement, performance, exhibition, diversion or other activity with an entertainment value whether provided for or used by patrons, independent contractors, employees or proprietors.

Entertainment shall not include televisions or radios nor shall it include "background music" meaning music not involving live performers and not used for dancing and which music is only incidental to the primary activity offered."

# ATTENDANCE AT PUBLIC HEARING IS REQUIRED

PLEASE READ THE FOLLOWING CAREFULLY BEFORE SIGNING

I, the undersigned applicant, acknowledge there has been no change to the business noted above by way of ownership, partnership, location, nature of business or structural change(s) to the building(s) housing the business since 9/9/19

(Insert date when change was made)

[Signature]  
PROPERTY OWNER'S SIGNATURE

[Signature]  
APPLICANT'S SIGNATURE

**THE FOLLOWING MUST BE SUBMITTED WITH THIS APPLICATION:**

1. All applications shall be accompanied by two (2) scale drawings at a scale of one (17") inch to ten (10') feet depicting the floors of the building in which the entertainment is to be located, all entrances and exits and all areas open to patrons indicating in each area the use made by patrons and indicating the floors and areas for which the applicant seeks a license.
2. Applicants for video game entertainment shall present, to scale, floor plans depicting the location and floor area of these devices and the location of the supervisor(s). Machines shall be listed by function and serial number.
3. Applicants for patron dancing entertainment shall present to scale floor plans depicting the location and size of the dance floor(s).
4. Each application shall constitute a new application and all required information must be included. Licenses expire on May 31st of each year.

### FOR OFFICE USE ONLY

TITLE	SIGNATURE	APPROVAL		REPORT ATTACHED		DATE
		Yes	No	Yes	No	
Police Chief	<u>[Signature]</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<u>12-31-2019</u>
Fire Chief	<u>[Signature]</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>1-2-2020</u>
Code Officer	<u>[Signature]</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<u>12-27-19</u>

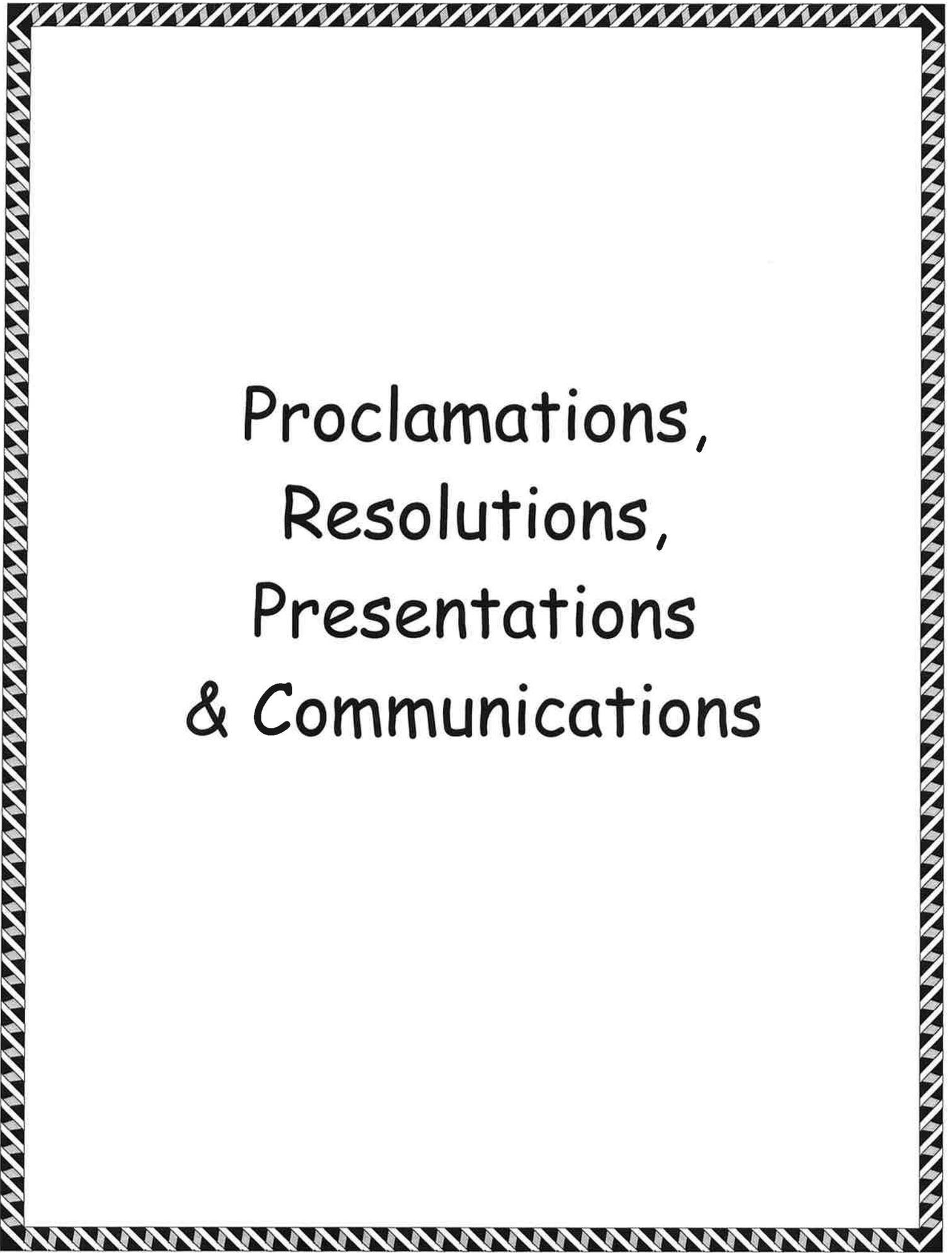
Received by: [Signature] Fee: \$ 100.00 Date Paid: 12/20/19  
(Town Clerk's Office)

Check / Cash CK  
Filed with Liquor License Application

Date posted: 12/31/19 Date Heard: 1/7/2020 Date Approved: \_\_\_\_\_ Date Denied: \_\_\_\_\_

**OGUNQUIT BOARD OF SELECTMEN**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



Proclamations,  
Resolutions,  
Presentations  
& Communications



January 2, 2020

Patricia Finnigan, Town Manager  
Town of Ogunquit  
PO Box 875  
Ogunquit, ME 03907

Dear Pat:

Enclosed is the Application/Permit package for the Ogunquit Chamber of Commerce's 2020 slate of special events:

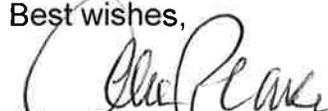
**Patriots Day**  
**Bonaire**  
**Labor Day Weekend Sidewalk Sale**  
**OgunquitFest**  
**Christmas by the Sea**

Attached to the application are descriptions of each of these events, as well as other events for which we are requesting waivers. Certificates of liability will be provided to the town for each event. Forms for use of the Dunaway Center for these events are also attached.

We respectfully request that Scott Vogel, Chair of the Ogunquit Chamber of Commerce Board of Directors, and I be placed on the agenda at the Select Board meeting on January 7 to discuss these permits.

If you have any questions or need additional information, please let me know.

Best wishes,

  
Alice Pearce  
Executive Director

# OGUNQUIT

*Beautiful Place by the Sea*

## APPLICATION/PERMIT for SPECIAL EVENT

Pursuant to Title IX, Chapter 11, of the Ogunquit Municipal Code, I request a SPECIAL EVENT Permit for the following:

**NAME OF EVENT: 30<sup>th</sup> Annual Patriots Day**  
(Attach Brief Description) (See Special Event Proposal details attached.)

**LOCATION OF EVENT: Throughout town: Main Beach parking lot, Dunaway Center, Ogunquit Fire Station, Marginal Way, Ogunquit River Crossing**

**TO BE HELD FROM Friday, April 17, 2020 to Sunday, April 19, 2020**

**"BOND" ATTACHED IN THE AMOUNT OF: N/A**

**NOTE:** *"I understand that the responsibility for clean-up and the cost of Police/Fire services rendered, shall be borne by the event sponsors, and further, I understand that the event sponsor is responsible to reimburse the Town for any expenses resulting from any damages to Town property."*

Grace      36 Main St Ogunquit ME      6207-646-1279  
Signature of Sponsor      Address      Telephone

CODE OFFICER \_\_\_\_\_ Recommend Approval: YES [ ] NO [ ] Dated: \_\_\_\_\_

FIRE CHIEF \_\_\_\_\_ Recommend Approval: YES [ ] NO [ ] Dated: \_\_\_\_\_

POLICE CHIEF \_\_\_\_\_ Recommend Approval: YES [ ] NO [ ] Dated: \_\_\_\_\_

DATED APPROVED: \_\_\_\_\_

DATE DENIED \_\_\_\_\_

\_\_\_\_\_  
Select Board Chair



# OGUNQUIT

*Beautiful Place by the Sea*

## APPLICATION/PERMIT for SPECIAL EVENT

Pursuant to Title IX, Chapter 11, of the Ogunquit Municipal Code, I request a SPECIAL EVENT Permit for the following:

NAME OF EVENT: **Labor Day Weekend Sidewalk Sale**  
(Attach Brief Description) (See Special Event Proposal details attached.)

LOCATION OF EVENT: **Throughout town.**

TO BE HELD FROM **Saturday, September 5, 2020**  
(rain date: **Sunday, September 6, 2020**)

“BOND” ATTACHED IN THE AMOUNT OF: **N/A**

**NOTE:**

*“I understand that the responsibility for clean-up and the cost of Police/Fire services rendered, shall be borne by the event sponsors, and further, I understand that the event sponsor is responsible to reimburse the Town for any expenses resulting from any damages to Town property.”*

*[Signature]*      36 Main St Ogunquit ME      207 646-1279  
Signature of Sponsor      Address      Telephone

CODE OFFICER \_\_\_\_\_ Recommend Approval: YES [ ] NO [ ] Dated: \_\_\_\_\_

FIRE CHIEF \_\_\_\_\_ Recommend Approval: YES [ ] NO [ ] Dated: \_\_\_\_\_

POLICE CHIEF \_\_\_\_\_ Recommend Approval: YES [ ] NO [ ] Dated: \_\_\_\_\_

DATED APPROVED: \_\_\_\_\_

DATE DENIED \_\_\_\_\_

\_\_\_\_\_  
Select Board Chair

# OGUNQUIT

*Beautiful Place by the Sea*

## APPLICATION/PERMIT for SPECIAL EVENT

Pursuant to Title IX, Chapter 11, of the Ogunquit Municipal Code, I request a SPECIAL EVENT Permit for the following:

NAME OF EVENT: **17<sup>th</sup> Annual OgunquitFest**  
(Attach Brief Description) (See Special Event Proposal details attached.)

LOCATION OF EVENT: **Throughout town: Main Beach, Main Beach parking lot, Dunaway Center, OVS Playground, Parade from OVS Playground to Main Beach, Beach Street, Perkins Cove**

TO BE HELD FROM **Friday, October 23, 2020 to Sunday, October 25, 2020**

“BOND” ATTACHED IN THE AMOUNT OF: **N/A**

**NOTE:** *“I understand that the responsibility for clean-up and the cost of Police/Fire services rendered, shall be borne by the event sponsors, and further, I understand that the event sponsor is responsible to reimburse the Town for any expenses resulting from any damages to Town property.”*

Oliver 36 Main St Ogunquit ME 207.646.1279  
Signature of Sponsor Address Telephone

CODE OFFICER \_\_\_\_\_ Recommend Approval: YES [ ] NO [ ] Dated: \_\_\_\_\_

FIRE CHIEF \_\_\_\_\_ Recommend Approval: YES [ ] NO [ ] Dated: \_\_\_\_\_

POLICE CHIEF \_\_\_\_\_ Recommend Approval: YES [ ] NO [ ] Dated: \_\_\_\_\_

DATED APPROVED: \_\_\_\_\_

DATE DENIED \_\_\_\_\_

\_\_\_\_\_  
Select Board Chair

# OGUNQUIT

*Beautiful Place by the Sea*

## APPLICATION/PERMIT for SPECIAL EVENT

Pursuant to Title IX, Chapter 11, of the Ogunquit Municipal Code, I request a SPECIAL EVENT Permit for the following:

NAME OF EVENT: **34<sup>th</sup> Annual Christmas by the Sea**

*(Attach Brief Description)* (See Special Event Proposal details attached.)

LOCATION OF EVENT: **Throughout town: Veterans Park, Dunaway Center, Shore Road to Main Beach parade, Main Beach parking lot**

TO BE HELD FROM **Friday, December 11, 2020 to Sunday, December 13, 2020**

“BOND” ATTACHED IN THE AMOUNT OF: **N/A**

**NOTE:**

*“I understand that the responsibility for clean-up and the cost of Police/Fire services rendered, shall be borne by the event sponsors, and further, I understand that the event sponsor is responsible to reimburse the Town for any expenses resulting from any damages to Town property.”*

Oliver      36 Main St Ogunquit ME      207-646-1279  
Signature of Sponsor      Address      Telephone

CODE OFFICER \_\_\_\_\_ Recommend Approval: YES [ ] NO [ ] Dated: \_\_\_\_\_

FIRE CHIEF \_\_\_\_\_ Recommend Approval: YES [ ] NO [ ] Dated: \_\_\_\_\_

POLICE CHIEF \_\_\_\_\_ Recommend Approval: YES [ ] NO [ ] Dated: \_\_\_\_\_

DATED APPROVED: \_\_\_\_\_

DATE DENIED \_\_\_\_\_

\_\_\_\_\_  
Select Board Chair

## Ogunquit Chamber of Commerce

### 2020 SPECIAL EVENTS PERMIT PROPOSAL REQUEST DETAILS

January 7, 2020

#### EVENT 1: PATRIOTS DAY

**30<sup>th</sup> Annual: April 17-19, 2020**

**Patriots Day sample events (subject to change, deletion, or augmentation)**

##### Throughout the weekend

Events hosted and sponsored by nonprofits and area businesses, such as, but not limited to, the Ogunquit Memorial Library Book Sale and scavenger hunts.

##### Friday

Historical reenactment  
Patriotic concert

##### Saturday

Artisans' craft fair at the Main Beach  
*Taste of the Town* culinary event  
American pie contest  
Historical reenactments  
Children's crafts

##### Sunday

Historical reenactments  
Patriotic pooch pageant

As in previous years, we request permission to:

- locate the craft show at the Main Beach Parking Lot, using tents. We contact the tent company to ensure that they will thoroughly clean up any tent debris and completely fill any holes left by tent stakes.
- host *Taste of the Town* at the Dunaway Center.
- use banners to advertise the event in advance.
- use sign boards to advertise the event and for directions during the event.
- request delivery and use of town trash barrels, barricades, and pedestrian signs.
- place appropriately themed displays and decorations such as flags to be used throughout town and by the business community to augment the celebratory environment.

We ask that the town not implement a charge for parking at Main Beach, Lower Lot or Obed's Lot during this weekend, as typically the parking lots are no-fee during this time of year.

Due to the number of people in attendance, we ask that the public restrooms be open or adequate port-a-potties be available.

## **EVENT 2: BONAIRE, A CELEBRATION OF OGUNQUIT**

**2<sup>nd</sup> Annual: June 13, 2020 (rain date: June 14, 2020)**

The Ogunquit Chamber has been working closely with the Ogunquit Parks & Recreation Committee to take the concept of Bonaire, which was created to showcase the Ogunquit area's artists, artisans and musicians in a celebratory atmosphere with music and food, to a whole new level to serve as one of the signature events of Ogunquit's 40<sup>th</sup> anniversary.

We request permission to close Shore Road from Route 1 to the entrance/exit to Jacob's Lot. The centerpiece of the event on Shore Road will be an all-day musical celebration on a giant stage, stretching between Bessie's and the Front Porch, that showcases local talent, ranging from jazz to folk to musical theatre to rock. Music begins at 10am and runs through 6pm. Between sets of music, we plan presentations of proclamations, as well as documents and works central to the town's history.

The artisan craft fair that has been central to past Bonaire events (previously the Annual Sidewalk Art Show) will move from its past location at Dorothea Jacobs Grant Common, into Jacob's Lot from Shore Road to the Cumberland Farms lot. Bangor Savings Bank is also donating space on the back part of its lot for the event, and there will be a select number of vendor spots on Shore Road as well. Vendor participation will be at the Chamber's invitation, based on select criteria and focusing on local Maine artisans and producers.

We would like to use Dorothea Jacobs Grant Common and the Ogunquit Village School for additional activities. We are working with the Parks & Recreation Committee on details, and have been discussing health/wellness, arts-related and/or children's activities for these locations.

We will actively encourage participation from businesses and organizations as befits the theme of the event and plan to build a true town-wide celebration. We are hosting workshops with the businesses in the event sections of Shore Road and public space dedicated to the event, in order to fully discuss, understand and alleviate any issues that the closing of this section of town will cause, including parking. This event is free and open to the public.

### **Bonaire Sample Events (subject to change, deletion, or augmentation)**

Live music & musical theatre

Historical proclamations

Artisan exhibitors, including organic & fine food purveyors, artists, craftsmen, handmade specialty items & cultural & arts organizations

Arts-related and health/wellness activities

Children's activities and entertainment

Food trucks

We request permission to:

- close Shore Road from the intersection with Route 1 to the entrance/exit of Jacob's Lot from 7am-9pm on the day of the event. We will work directly with the Police Department.
- locate the music stage at the intersection of Shore Road and Route 1, between Bessie's and the Front Porch.
- host outdoor sales by vendors in Jacob's Lot and on Shore Road, using individual 10x10 pop-up tents.
- provide parking space allowance for vendor drop-off and pick-up; exact locations tbd.
- host additional activities in Dorothea Jacobs Grant Common and have access to power in the park, if needed.
- host additional activities in the OVS playground.
- use banners to advertise the event in advance.
- use sign boards to advertise the event and for directions during the event.
- request delivery and use of town trash barrels, barricades, and pedestrian signs.

- place appropriately themed displays and decorations such as bicentennial and town anniversary flags to be used throughout town and by the business community to augment the celebratory environment.

Anticipating the number of people that may be in attendance and the activity locations, we ask that the public restrooms at the Dunaway Center be open.

### **EVENT 3: Labor Day Weekend Sidewalk Sale**

#### **12<sup>th</sup> Annual: September 5, 2020 (rain date: September 6, 2020)**

The Labor Day Weekend Sidewalk Sale was first proposed by the Select Board in 2009 to increase business activity in Ogunquit. While this is not an official Chamber event, we wish to continue this tradition on behalf of our member merchants and other town retail participants, allowing all Ogunquit businesses to sell outside their shops on the Saturday of Labor Day weekend.

Only Ogunquit businesses with valid Ogunquit business licenses are eligible to participate.

### **EVENT 4: OgunquitFest**

#### **17<sup>th</sup> Annual: October 23-25, 2020**

#### **OgunquitFest Sample Events (subject to change, deletion, or augmentation)**

##### Preceding days, concluding at event's end

Harvest Decoration Contest throughout town.

##### Throughout the weekend

Events hosted and sponsored by nonprofits and area businesses, such as, but not limited to the Park & Recreation Committee's trick or treat & Halloween movie, book signings, Dogtoberfest beach walk & costume parade, a haunted house, and the Frannie Peabody Center High Heel Dash.

##### Saturday

Classic car show & craft fair at the Main Beach lot  
Horse-drawn wagon rides  
Pumpkin decorating & children's crafts  
Whoopie pie eating contest  
OgunquitFest obstacle course

##### Sunday

Craft fair at the Main Beach lot  
Kids' costume parade  
Waiter races

As in previous years, we request permission to:

- locate the craft show at the Main Beach Parking Lot, using tents. We contact the tent company to ensure that they will thoroughly clean any tent debris and completely fill any holes left by tent stakes.
- host children's and family events at the Dunaway Center & on the OVS playground.
- use banners to advertise the event in advance.
- use sign boards to advertise the event and for directions during the event.
- request delivery and use of town trash barrels, barricades and pedestrian signs.
- use Beach Street for the Waiter Race, and Perkins Cove for the High Heel Dash. We will work directly with the Police Department on arrangements for these races.

- place appropriately themed displays and decorations such as pumpkins & cornstalks throughout town and by the business community to augment the celebratory environment.

We ask that the town not charge for parking during this weekend at the Main Beach parking lot, and due to the number of people in attendance, we ask that the public restrooms be open.

## **EVENT 5: Christmas by the Sea**

**34<sup>th</sup> Annual: December 11-13, 2020**

### **Christmas by the Sea sample events (subject to change, deletion, or augmentation)**

#### Throughout the weekend

Events hosted and sponsored by nonprofits and area businesses, such as, but not limited to, the Village Spirit Committee fireworks and parade, Ogunquit Baptist Church Living Manger, Ogunquit Heritage Museum open house, Ogunquit Ocean Rescue Polar Plunge, Ogunquit Fire Company craft show, book signings, and Memorial Library story hour.

#### Friday

Town tree lighting  
Holiday concert

#### Saturday

Visit with Santa & children's craft activities  
Craft show  
*Taste of the Town* culinary event  
Bonfire  
Holiday concert

#### Sunday

Open houses at area museums

As in previous years, we request permission to:

- use banners to promote the event in advance.
- use sign boards to advertise the event and for directions during the event.
- host the bonfire at the Main Beach (with state and fire department approval, as necessary).
- host *Taste of the Town* and the craft show at the Dunaway Center.
- access Shore Road and Beach Street to be used by our partner, Village Spirit Committee, for the Christmas Parade, and the beach parking lot for Village Spirit Committee's fireworks.

Due to the number of visitors, we ask that the town open and maintain public restrooms, and work with the Chamber on Christmas decorations and holiday decoration removal.

### **IN GENERAL:**

Not all the individual events that make up these weekend celebrations are hosted or sponsored by the Ogunquit Chamber of Commerce. Partnering member businesses and nonprofits also hold events to not only enhance the celebrations but also augment their exposure throughout the celebration weekend.

We also work closely with the Ogunquit Parks & Recreation Committee which supports and participates in all these events.

Examples of this in the past include but are not limited to:

*Patriots Day:* Ogunquit Memorial Library book sale

*OgunquitFest:* Ogunquit Heritage Museum Ghostly Tours, Frannie Peabody Center High Heel Dash

*Christmas by the Sea:* Village Spirit Committee Christmas parade and fireworks, Ogunquit Heritage Museum open house, Ogunquit Baptist Church Living Manger, Ogunquit Fire Company craft show, Ogunquit Ocean Rescue Polar Plunge, Ogunquit Memorial Library story hour

The Ogunquit Chamber of Commerce endeavors to serve the Town's special permit purpose, which is to serve and promote our entire community and our businesses by advertising all the events that occur during these celebration weekends, whether or not they are sponsored by the Chamber of Commerce. We ask that the individual businesses and nonprofits be allowed to use appropriate decorations and signs in keeping with the events' themes, which will be put up and removed according to the signage ordinance as it applies to special events.

While the Chamber of Commerce advertises these individual events under the umbrella of larger Special Events, the individual entities are responsible for fees, materials, set-up and clean-up of their own events.

**Requests for signage and zoning ordinance waivers: Signs: (Chapter 2, Article 3)**  
**Permitted uses in the district standards: (Title X, Chapter 1, Articles 7-18)**

## **ADDITIONAL REQUESTS**

### **Independence Day Fireworks Display July 4, 2020 (rain date: July 5, 2020)**

This annual fireworks event will take place on the Main Beach parking lot on July 4. The Ogunquit Chamber of Commerce solicits and raises non-tax dollars to support this event.

### **Frannie Peabody Center's Southern Maine AIDS Walk May 2, 2020**

Frannie Peabody Center is a Chamber partner and we assist with promotion and coordination of this event taking place in Ogunquit.

As in previous years, we request permission to:

- use signboards to advertise the event in advance and for directions during the event.
- use Ogunquit Beach for the Center's 5K race and walk. The Ogunquit Police Department has been and will continue to be consulted in determining the exact race route.
- use the Main Beach Parking Lot for the Center's post-race cookout and festivities, with free parking for participants and volunteers.
- request delivery and use of town trash barrels, barricades and pedestrian signs.

Due to the number of attendees, we ask that the public restrooms at the Main Beach be open.

# S. JUDSON DUNAWAY COMMUNITY CENTER RENTAL AGREEMENT

Rental Party: Ogunquit Chamber of Commerce

Date of Functions:

Patriots Day: April 17-19, 2020

Bonaire, A Celebration of Ogunquit: June 13, 2020 (rain date: June 14, 2020)

OgunquitFest: October 23-25, 2020

Christmas by the Sea: December 11-13, 2020

Contact Person: Alice Pearce Phone # 207-646-1279

Basic Rental Fee \$ 0

Janitorial Fee \$ 0

Total Fees \$ 0

Alcohol - Yes ___ No ___ (See # 16)	Police - Yes ___ No ___
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**(Note - Police Fees are paid directly to the Officer and are not included in the above total)**

The undersigned party agrees to the following terms for rental of the S. Judson Dunaway Community Center, or any portion thereof:

1. If, in the estimation of the Maintenance Superintendent, the area used by the undersigned rental party has been left in unsatisfactory condition, an additional fee of \$50.00 will be charged to the rental party.
  
2. Any damage to the Center structure, grounds or any part, thereof, caused directly or indirectly by the rental party and/or friends or associates, thereof, shall be the direct responsibility of the undersigned rental party. Such party shall be obligated to pay an amount as determined by the Maintenance Superintendent, necessary to correct damages.
  
3. Seven (7) days prior to the function date, floor plans of the set-up for the function, including, but not limited to, placement of tables and articles thereon, use of extension cords, decorations and electrical equipment shall be submitted to the Maintenance Superintendent to be reviewed by the Municipal Fire Chief for his approval. All plans must conform to the National Life Safety Code.
  
4. There will be no changes permitted in the set-up once the Building Custodian has put the submitted set-up in place. Changes in this set-up will result in the cancellation of the function and/or charges for any damage to the surface of any floors damaged by moving any objects in the rented area of the building. This is to include tables and chairs in any rented room.

5. Entry to any other room or portion of the building, not included in the rental fee, is prohibited. No keys may be obtained from the Police Department Dispatcher to any room or area of the building, which is not reserved in the rental fee.
6. No illegal parking will be permitted. No members or guests associated in any way with the function are permitted to park in the parking slots on the east side of the Dunaway Community Center. Specifically, those parking slots between the Dunaway Community Center and the Fire Station. No parking is permitted within fifteen (15) feet of the Dunaway Community Center. This includes the front and rear of the Dunaway Community Center.
7. All rental parties and any persons, entertainment groups, including all persons associated in any way with the function, must abide by the Town of Ogunquit "Noise Ordinance".
8. The Auditorium doors must remain closed during all functions. This includes the exit doors by the stage and the main entrance doors.
9. All amounts due on rental fees shall be paid in advance the Town of Ogunquit.
10. It shall be required that a **20% deposit** on all fee-required functions must be paid at the time of reservation. No reservations will be scheduled until a deposit is received and a contract is signed. Deposit is non-refundable unless the reservation is cancelled 30 or more days prior to the function. Payment, in full, is required **30 days prior to the function**.
11. All rental functions that require a Police Officer will pay the Town of Ogunquit standard per hour rate (contact Ogunquit Police Department) per Police Officer, the entire time the Officer is on duty, including pre and post function hours, as required. Minimum of three (3) hours is to be paid.
12. It shall be the responsibility of the rental party to obtain all permits and licenses as required by the State of Maine and local government agencies.
13. Failure to comply with the above portions of this signed rental agreement will constitute a termination of this AGREEMENT and cancellation of the function or an order to vacate if the function is in progress.
14. Additional agreements or requirements shall include:  
At this time, full details have not yet been finalized for these events. If we have alcohol at any event, we will inform and work with police to ensure that an officer is present.

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- 15. Utilization of privately owned equipment contained within this building, is prohibited. Rental parties have no access to any of this equipment.
- 16. Any group which intends to sell/serve liquor or beer must provide proof of its own insurance in which the Town of Ogunquit is listed as a named insured and which promises to defend and indemnify the Town in case of suit, including but not limited to the sale of liquor. Proof of this insurance must be given to the Administrative Assistant to the Town Manager one (1) week prior to the function. Proof is to be provided in writing.

16. SPECIFIC GUIDELINES

- a. No combustible materials are to be used for any purpose within this building.
- b. No open flames or flame devices within the building. No floating candles, only candles w/large base and covered in glass.
- c. The load limit for each double wall outlet is 250 watts.
- d. Nothing shall be placed in a manner to block any exit, inside or outside, or the view of its sign.
- e. No cords, ropes, etc. shall be used in any manner to interfere with normal passageway of traffic.
- f. All electrical appliances, lights, cords, etc. must be disconnected when leaving the building each day.
- g. No tape, tacks, nails, screws, or other fasteners shall be used on any surface within the building.
- h. Set-up and clean-up times must be scheduled with the Maintenance Superintendent and will be as near as possible the actual function date and time.
- i. Other requirements, at the discretion of the Maintenance Superintendent may be included.

Failure to comply with the above guidelines or those listed on the signed RENTAL AGREEMENT may constitute termination of AGREEMENT and cancellation of the function or an order to vacate if the function is in progress.

Alice Pearce  
Signature of Rental Party/Agent

1/3/2020  
Date Signed

Alice Pearce  
Printed Name of Rental Party/Agent

A Certificate of Liability from your insurance provider, with the Town of Ogunquit as a named insured, shall be provided prior to the function.

# S. JUDSON DUNAWAY COMMUNITY CENTER FUNCTION ARRANGEMENTS

Date: January 2, 2020

Rental Party: Ogunquit Chamber of Commerce

Contact Person: Alice Pearce Title: Executive Director

Address: 36 Main St., PO Box 2289, Ogunquit ME 03907

Telephone: 207-646-1279 Fax: 207-641-0856

Date(s) of Function: April 17-19, 2020; June 13, 2020 (rain date June 14, 2020);  
October 23-25, 2020; December 11-13, 2020

Start time: Thursday or Friday before event start when possible

End time: Sunday following event close

Room(s) to be used:

- Auditorium
- Stage
- Recreation Room

Number of persons 200

Is staff needed to set up the function  Yes  No

If yes, please fill out the floor plan: To be shared for each event one week or more prior to event.

If you plan to set up, please designate what is required (i.e. tables, chairs, etc.)

Generally, tables & chairs. All details to be shared in advance of event start.

<b>Fees:</b>	
Rental	\$ _____
Janitor Services	\$ _____
Other	\$ _____
Total fees due	\$ _____
Deposit	\$- _____
Date paid	_____ CK# _____
Balance due	\$ _____

Town of Ogunquit

# Visitor Services 2019 Season Recap

Visitor Services  
1/7/2020

## **Visitors Services Recap of 2019 Season**

### **2019 Season Highlights (Mid-April through October):**

- **2019 season featured beautiful beach weather from mid-June through early September.**
  - **This summer season was bracketed by a cool wet spring and fall**
- **DPW trenched power and network conduit to Perkins Cove, Footbridge Beach, and North Beach booths supporting AC power and network operations for current and future Point of Sale (POS) credit card operation**
- **Visitor services utilized direct connect and Wi-Fi internet connected devices in conjunction with cell phone modems in the parking meters**
  - **Perkins Cove meters moved to front of booth allowing direct connect internet and AC power operation**
    - **Perkins Cove meters with new configurations operated reliability all season**
  - **Remaining parking-meters utilized ATT 4G Cell phone Modems**
- **Main Beach converted from cell phone connected credit card machines to Wi-Fi connected POS terminal**

- **Main Beach Continued**
  - **Created Wi-Fi hot spot within the booth to support high speed credit card processing and police security cameras**
  - **Implemented Square POS Terminal**
  - **Decreased credit card processing time from approximately 40 to 90 seconds to approximately 8 to 10 seconds**
  - **Eliminated Beach Street traffic backup to Route 1 on busy days**
  - **POS terminal operated reliably all season, we will extend POS to Footbridge and North beach lots in 2020**
- **Footbridge Beach and North Beach booths will be ready for Wi-Fi implementation of POS system in 2020 season**
- **Beach lots continued operating as in prior years; cash and credit cards**

#### **Perkins Cove, Obeds, and Lower Lot**

- **All three lots operated on meters 8AM to 8PM seven days a week**
- **Shoulder season \$3/hr. \$15 all day – In season \$4/hr. \$25 all day**

**Daily fees based on approved Appendix “A”**

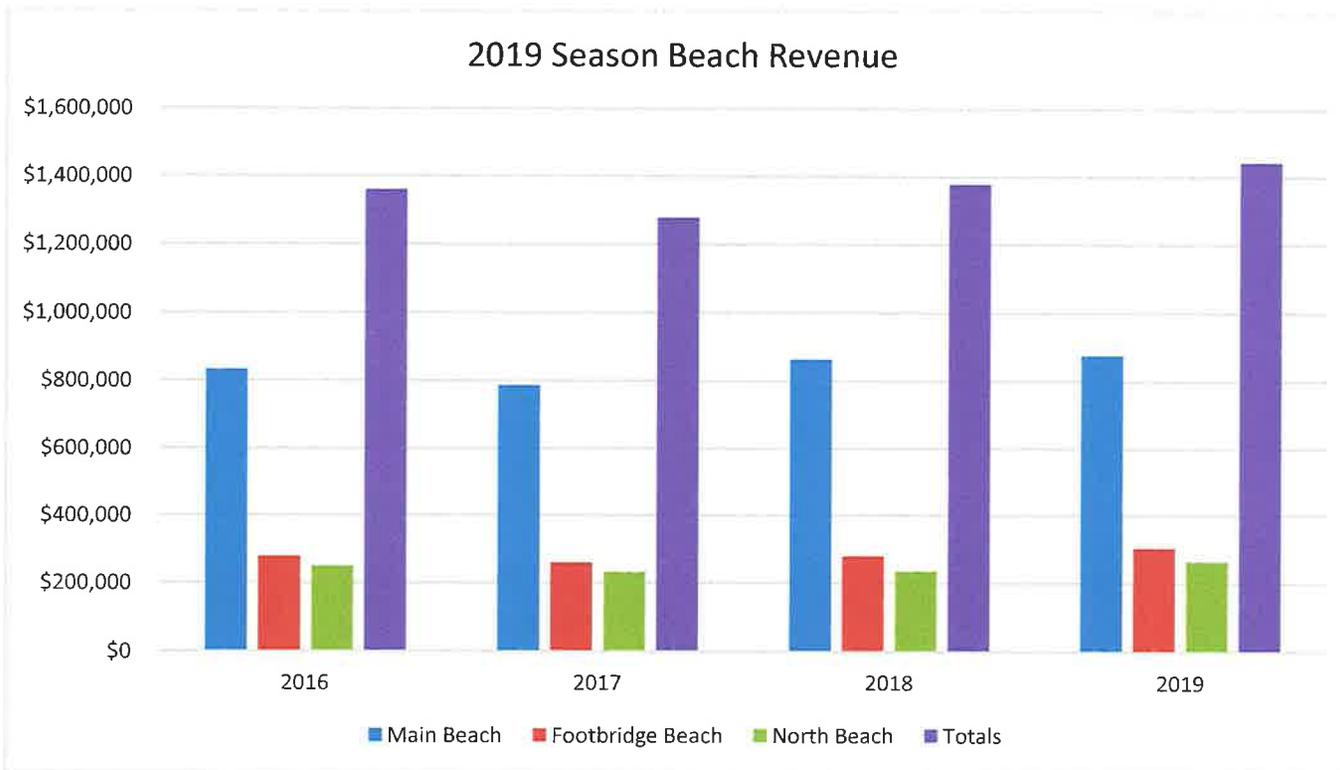
## 2019 Season Revenue (April 24, 2019 – October 31, 2019)

- **2019 seasonal gross revenue (unaudited)**

- **Parking receipts - \$2.35 million**
- **Resident beach passes- \$41 thousand**
- **Employee parking passes- \$32 thousand -**
- **Motel/Hotel passes- \$30 thousand**
- **Beach impact fees- \$8 thousand**
- **Total \$2.46 million**

## 2019 Season Revenue Continued:

Beach Lots	2016	2017	2018	2019
Main Beach	\$832,347	\$785,952	\$863,409	\$875,292
Footbridge Beach	\$277,546	\$259,699	\$279,264	\$304,116
North Beach	\$249,687	\$231,920	\$234,734	\$264,480
<b>Totals</b>	<b>\$1,359,580</b>	<b>\$1,277,571</b>	<b>\$1,377,407</b>	<b>\$1,443,888</b>

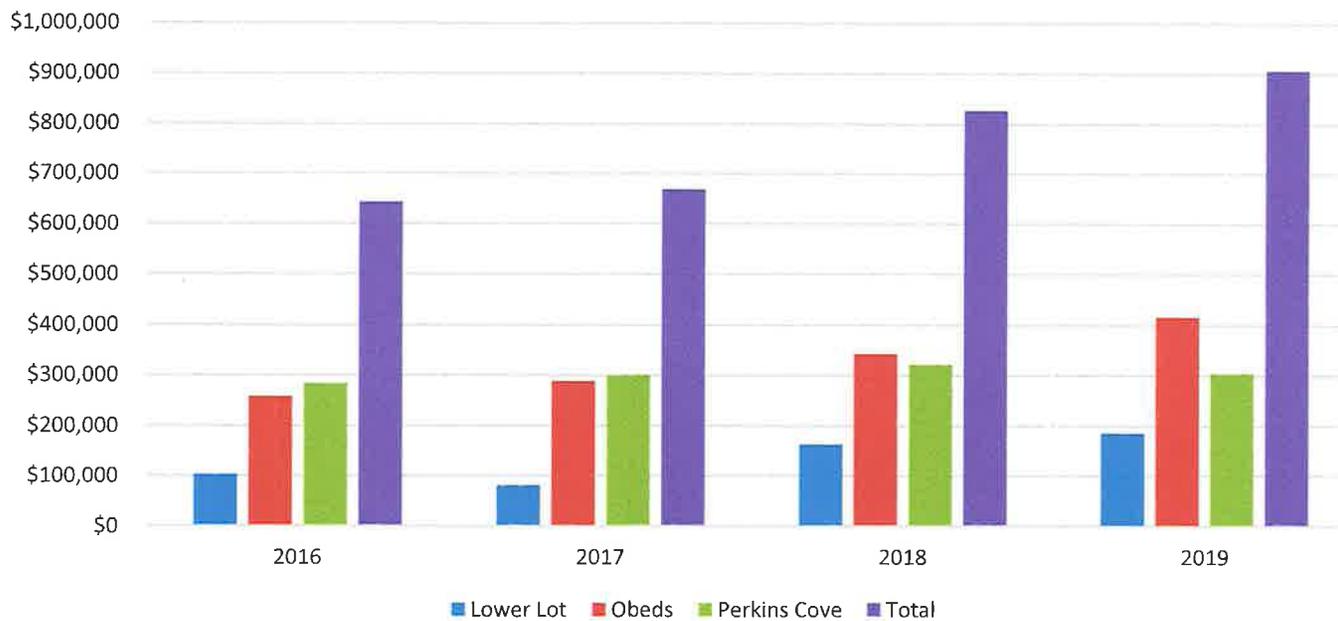


Note: 2016 all day beach rates increased \$5

## 2019 Season Revenue Continued:

Commercial Lots	2016	2017	2018	2019
Lower Lot	\$101,972	\$80,303	\$163,021	\$185,578
Obeds	\$257,527	\$288,343	\$342,058	\$416,313
Perkins Cove	\$283,704	\$299,557	\$321,018	\$304,483
<b>Totals</b>	<b>\$643,203</b>	<b>\$668,203</b>	<b>\$826,097</b>	<b>\$906,374</b>

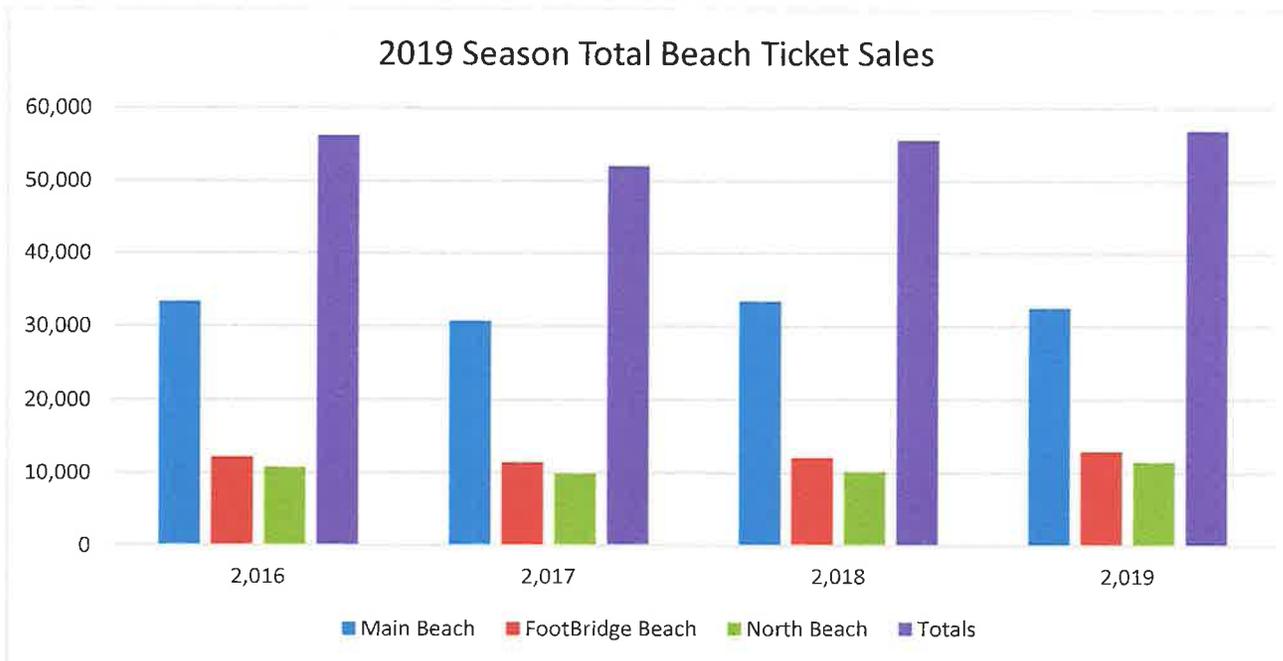
2019 Season Commercial Lot Revenue



Note: 2018 Meters implemented at Lower Lot, Obeds and Perkins Cove

## 2019 Season Ticket Sales

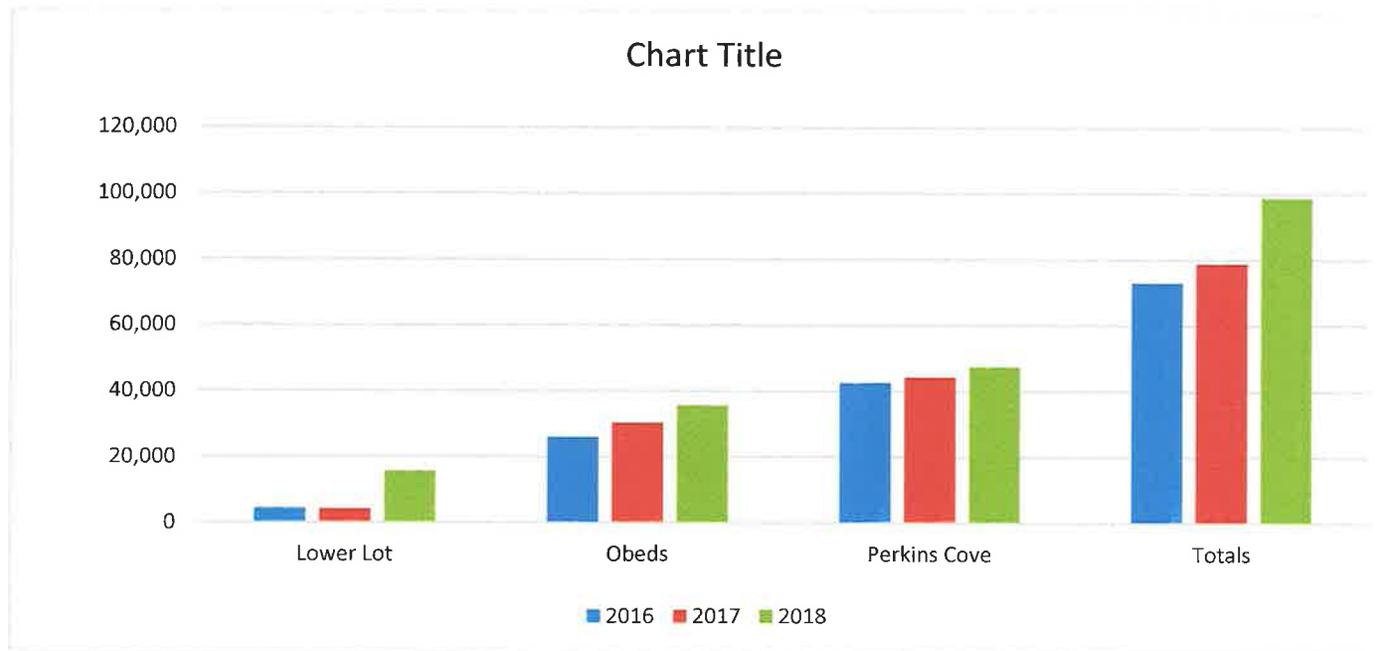
<i>Beach Lots</i>	<i>2016</i>	<i>2017</i>	<i>2018</i>	<i>2019</i>
<b>Main Beach</b>	<b>33,314</b>	<b>30,647</b>	<b>33,380</b>	<b>32,482</b>
<b>Footbridge B.</b>	<b>12,167</b>	<b>11,451</b>	<b>12,081</b>	<b>12,971</b>
<b>North Beach</b>	<b>10,726</b>	<b>9,929</b>	<b>10,155</b>	<b>11,511</b>
<b>Totals</b>	<b>56,207</b>	<b>52,027</b>	<b>55,616</b>	<b>56,964</b>



## 2019 Season Ticket Sales Continued

<b>Commercial. Lots</b>	<b>2016</b>	<b>2017</b>	<b>2018</b>	<b>2019</b>
<b>Lower Lot</b>	<b>4,428</b>	<b>4,231</b>	<b>15,727</b>	<b>*</b>
<b>Obeds</b>	<b>25,972</b>	<b>30,411</b>	<b>35,656</b>	<b>*</b>
<b>Perkins Cove</b>	<b>42,480</b>	<b>44,208</b>	<b>47,424</b>	<b>*</b>
<b>Totals</b>	<b>72,880</b>	<b>78,850</b>	<b>98,807</b>	<b>*</b>

**\*Not yet available**



## Going Forward

### 2020 Season:

- **Meters:**
  - **Convert to Verizon modems (cell signal) from current ATT modems**
    - **Based on improved Verizon signal in Ogunquit**
  - **Add meter at town dock for docking and mooring fees**
    - **Assistance to Harbor Master**
- **Beach lots**
  - **Introduce POS terminals at Footbridge and North Beach lots**
    - **Accept all major credit cards**
    - **Step towards credit card only payments at all lots**
- **Install new booths in Obeds and Lower Lots**
  - **Thanks to DPW**
- **Introduce Passport Labs Electronic Citations**
  - **In conjunction with OPD**

## **Concern**

**Refreshment stand at Footbridge Beach was not operational during 2019 season and North Beach has been without vending machines for some time. This creates a hardship on residents and visitors alike. Some form of refreshments at both beaches would be appreciated by all.**

## **Appreciations**

**We thank our attendants for a terrific job during a very hot, humid, and busy 2019 season. They are true ambassadors for the town of Ogunquit.**

**Also, We thank all the town departments that support us during the entire season. We could not operate without their backing.**

**And, the many visitors who enjoy Ogunquit for all it has to offer. Their friendliness makes our job easier.**

**TOWN OF OGUNQUIT**  
**MUNICIPAL CODE, TITLE V, CHAPTER 12**

Municipal Parking Lot Regulations

**PROPOSED as of 1/7/20 - APPENDIX A – FEE SCHEDULE**

(Includes Amendments Approved by Select Board on March 6, 2018, May 15, 2018 and  
February 5, 2019)

Changes and Additions are **Bold and Underlined**; deletions are ~~struck out~~.

**PARKING PERMITS:**

Full Time Residents:

- 1<sup>st</sup> Decal - Free
- 2<sup>nd</sup> Decal - \$100.00
- Moped/Scooter **(Gas and Electric)** - \$5.00

Non-Resident Part Time Property Owner:

- 1<sup>st</sup> Decal - Free
- 2<sup>nd</sup> Decal - \$100.00
- Moped/Scooter **(Gas and Electric)** - \$5.00

Businesses & Employees:

- Perkins Cove Business Owners/Business Renters - \$150.00
- Obeds & Lower Lot Parking Lot – Business Employees –  
\$100.00 Prior to Labor Day  
\$ 25.00 After Labor Day

Hotel/Motel (Neptune & Norseman) Overnight Guests:

- Free when no fees are charged at Main Beach Lot
- \$10.00** ~~\$6.00~~ per night (Prior to 2<sup>nd</sup> Saturday in June & after Labor Day)
- \$15.00** ~~\$10.00~~ per night (all other times)

Village Apartment Renters:

- \$50.00 per year

**OTHER FEES:\***

**Main Beach:**

- Annex Parking Lot - No charge 30 Minute Limit as posted
- Main Parking Lot
  - \$20.00 / M-TH/per day Shoulder Season
  - \$25.00 / F-S per day/Shoulder Season
  - \$30.00 / per day/In Season
  - Parking Violation Charge: \$40.00 Parking Fine
  - **Recreation Vehicles Under 40 Feet**  
**\$50.00 per day on Space Available Basis**  
**at Discretion of Parking Lot Attendant**

**Perkins Cove:**

- Parking Lot
- \$3.00 per Hour Shoulder Season
  - \$4.00 per Hour In Season
  - Overtime Parking Charge - \$3.00/\$4.00/hour
  - Parking Violation Charge - \$40.00 Parking Fine

- Boatyard Parking Lot
- No charge - 2 hr. limit

- Charter/Fishermen Parking Area
- No charge - By permit only

- Residents' Overnight Parking
- No charge - By permit only

**Satellite Lots:**

Cottage Street/Obeds Lot

Daily Rates

- \$15.00 /M-TH/per day/Shoulder Season
- ~~\$20.00 /F-S/per day/Shoulder Season~~
- \$25.00 per day/In Season

Hourly Rates

- \$3.00 per Hour Shoulder Season
- \$4.00 per Hour In Season
- Overtime Parking Charge - \$3.00/\$4.00/hour
- Parking Violation Charge - \$40.00 Parking Fine

Footbridge Beach Lot

- \$15.00 /M-TH/Shoulder Season
- \$20.00 /F-S/Shoulder Season
- \$25.00 /per day/In Season
- Parking Violation Charge - \$40.00 Parking Fine
- **Recreation Vehicles Under 40 Feet**  
**\$50.00 per day on Space Available Basis**  
**at Discretion of Parking Lot Attendant**

Jacobs Lot

- No Charge - 30 Minutes or 2 Hr. limit as posted

Lower Lot - River Road

Daily Rates

- \$15.00 /M-TH/per day Shoulder Season
- ~~\$20.00 /F-S/per day Shoulder Season~~
- \$25.00 per day/In Season

Hourly Rate

- \$3.00 per Hour Shoulder Season
- \$4.00 per Hour in Season
- **Overtime Parking Charge - \$3.00/\$4.00/hour**
- Parking Violation Charge: \$40.00 Parking Fine

Upper Lot - Main Street

- No Charge - 1 Hr. limit as posted

North Beach Lot

- \$15.00 /M-TH/per day Shoulder Season
- \$20.00 /F-S/per day Shoulder Season
- \$25.00 per day/In Season
- Parking Violation Charge: \$40.00 Parking Fine
- **Recreation Vehicles Under 40 Feet**  
**\$50.00 per day on Space Available Basis**  
**at Discretion of Parking Lot Attendant**

**MOPEDS/SCOOTERS/MOTORCYCLES:**

Parking - Designated areas only (Main Beach/Footbridge/North Beach & Obeds Lots)

Moped/Scooter (**Gas and Electric**) \$5/day

Motorcycle \$10/day

Parking - Designated areas only (Perkins Cove, **Cottage Street/Obeds & Lower Lot**)

Motorcycles/**Moped**/Scooters **\$3-4/2** hours

*\* Rates posted above under "Other Fees" are subject to "inclement weather" and "off season (shoulder season)" reductions at discretion of Visitor Services Supervisors.*

**BEACH IMPACT FEES:**

Commercial Buses & Vans under 40 feet and 15 or less Passengers - \$50.00/per day

All Vehicles over 40 feet or more than 15 passengers - \$100.00/per day

Ogunquit Business Season Pass - \$1,500.00

Out-Of-Town Business Season Pass - \$3,000.00

Ogunquit Business/Other Season Pass - \$300.00

**NOTE:**

**July 1 – Labor Day**

**Perkins Cove Road closed to all vehicles over 40 feet**

Fee Schedule Amended:

February 14, 2006	April 18, 2006	August 8, 2006	April 3, 2007
April 17, 2007	June 3, 2008	April 12, 2011	August 17, 2011
December 13, 2011	April 10, 2012	February 4, 2014	March 4, 2014
September 17, 2014	November 18, 2014	January 6, 2015	April 5, 2016
April 11, 2017	September 12, 2017	March 6, 2018	May 15, 2018
February 5, 2019			



# New Business

**Office of the Town Manager**

To: Ogunquit Select Board

From: Pat Finnigan

Date: January 3, 2020

**RE: Main Beach Bathhouse and Lifeguard Station Project.**

Attached please find the budget for the Main Beach Bathhouse and Lifeguard Station Project. The Voters approved \$1.2 million for this phase of the project. The contract that is being presented is to complete this project for \$1,193,842.

The Contract for this phase of the project is attached (AIA Document A141-2014-Exhibit A). It includes the Guaranteed Maximum Price of \$1,193,842 on page 2 of the contract. This contract is an update to the original Construction Management contract. The floorplan for the building is also attached.

The Project Team of Select Board Members John Daley and Bob Winn, Budget Review Committee Members Tom Sellers and Peter Kahn, staff members Scott Heyland, David Riccio, and I have been meeting regularly with the Construction Team of DeStefano and Associates. The project team has reviewed the financials and is recommending the contracted Guaranteed Maximum Price (GMP). The project team is monitoring the project's progress and schedule. The project is currently on time and on budget. The budget and timeline had incorporated winter conditions. We will provide a complete project update at the meeting.

**Town of Ogunquit  
Beach Bathhouse Lifeguard Station Financials  
as of January 3, 2020**

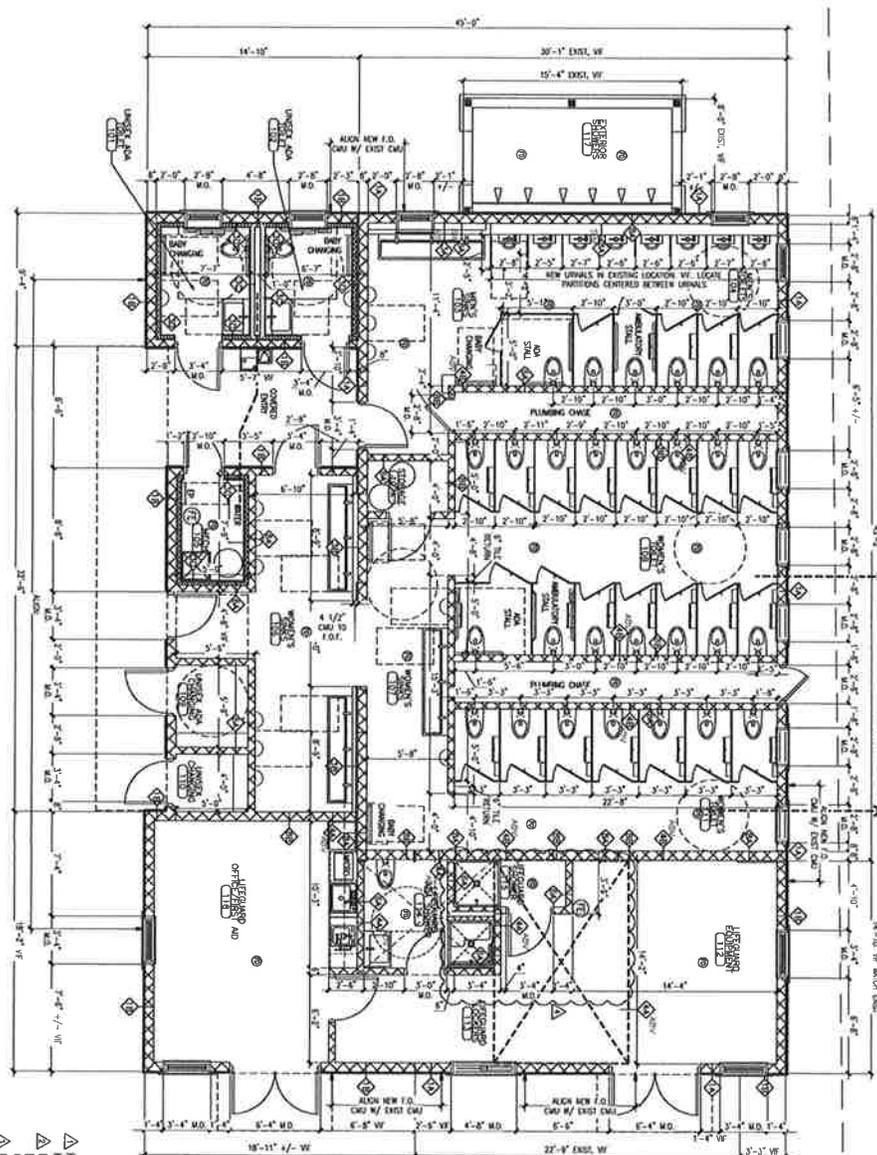
<u>FUNDING SOURCE</u>	<u>AMOUNT OF FUNDING</u>
SPECIAL TOWN MEETING, ARTICLE 11 (NOVEMBER 2017)	\$ 100,000.00
ANNUAL TOWN MEETING, ARTICLE 75 (JUNE 2018)	900,000.00
SPECIAL TOWN MEETING, ARTICLE 8 (NOVEMBER 2019)	700,000.00
<b>TOTAL AVAILABLE FUNDING</b>	<b>\$ 1,700,000.00</b>

**PROJECT FUNDING PER SITE**

NORTH BEACH/FOOTBRIDGE - ACTUAL	\$ 493,557.32
<b>MAIN BEACH - AVAILABLE</b>	<b>\$ 1,206,442.68</b>

**EXPENDITURE CLASSIFICATIONS**

<u>EXPENDITURE CLASSIFICATIONS</u>	<u>BUDGETED AMOUNT</u>
ARCHITECT/ENGINEERING/GEOTECH	\$ 98,000.00
GENERAL CONDITIONS	25,600.00
DEMOLITION	120,000.00
BUILDING	497,520.00
PLUMBING	251,475.00
SITE MANAGEMENT	72,000.00
CONTINGENCY	42,391.00
OVERHEAD & PROFIT	61,856.00
WINTER CONDITIONS ALLOWANCE	25,000.00
<b>TOTAL PROJECT BUDGET</b>	<b>\$ 1,193,842.00</b>



- ▲ REVISION PLAN TO ACCOMMODATE EXISTING PLUMBING CHASE AT BATH'S ROOM LAYOUTS. REVISIONS FOR SHOWER AND LOCATION CHANGES. SHOWER REVISIONS INCLUDE REMOVALS AND NEW WORK. CHANGING AREA LAYOUTS AS SHOWN. REVISIONS TO ROOM AND INDICATED.
- ▲ REVISION PLAN TO INCLUDE WOOD-FRAMED WALL WALLS AS INDICATED.
- ▲ REVISION LEFTWARD SHOWER AREA FOR REVIEW.

5' SHOWER LINE BATH ROOM  
 REVISIONS FOR SHOWER AND  
 CHASE LAYOUTS AS SHOWN.

4' TO 5' SHOWER REVISIONS  
 FOR SHOWER AND CHASE  
 LAYOUTS AS SHOWN.

**PROJECT NORTH**

**SCALE:** 1/4" = 1'-0"

**DATE:** 09/23/2019

**DRAWING NUMBER:** A1.10

REVISIONS	DRAWING	PROJECT	OWNER	DESIGNER
<ul style="list-style-type: none"> <li>▲ ADDENDUM 01 10/11/2019</li> <li>▲ ADDENDUM 02 10/23/2019</li> <li>▲ ADDENDUM 03 11/20/2019</li> <li>▲ REVISED SHOWER 12/27/2019</li> </ul>	<b>DIMENSION FLOOR PLAN</b>	<b>OGUNQUIT BATHHOUSES: MAIN BEACH</b>	<b>TOWN OF OGUNQUIT</b>	<b>CWS ARCHITECTS</b> ARCHITECTURE   INTERIOR DESIGN 264 U.S. ROUTE ONE BOX 2, SALT HAYDA SCARBOROUGH, MAINE 04074 P: 207-744-4441 F: 207-744-0015 WWW.CWSARCH.COM

**CWS ARCHITECTS**  
 ARCHITECTURE | INTERIOR DESIGN

REBECCA A. COWLEY  
 REGISTERED ARCHITECT  
 STATE OF MAINE

1000 BROADWAY  
 22ND FLOOR  
 OGDUNQUIT, MAINE 04074

1000 BROADWAY  
 22ND FLOOR  
 OGDUNQUIT, MAINE 04074



# AIA Document A141™ – 2014 Exhibit A

## Design-Build Amendment

This Amendment is incorporated into the accompanying AIA Document A141™-2014, Standard Form of Agreement Between Owner and Design-Builder dated the 22<sup>nd</sup> day of October in the year 2018 (the "Agreement"). This amendment is dated 12/16/2019 (December 16<sup>th</sup>, two thousand nineteen) as awarded by meeting that date.  
*(In words, indicate day, month and year.)*

**for the following PROJECT:**

*(Name and location or address)*

Demolition & Reconstruction of Main Beach Bathhouse  
124 Beach Street  
Ogunquit, ME 03907

**THE OWNER:**

*(Name, legal status and address)*

Town of Ogunquit  
23 School Street  
Ogunquit, ME 03907

**THE DESIGN-BUILDER:**

*(Name, legal status and address)*

DeStefano & Associates, Inc.  
2456 Lafayette Road, Suite 3  
Portsmouth, NH 03801

The Owner and Design-Builder hereby amend the Agreement as follows.

**TABLE OF ARTICLES**

- A.1 CONTRACT SUM**
- A.2 CONTRACT TIME**
- A.3 INFORMATION UPON WHICH AMENDMENT IS BASED**
- A.4 DESIGN-BUILDER'S PERSONNEL, CONTRACTORS AND SUPPLIERS**
- A.5 COST OF THE WORK**

**ARTICLE A.1 CONTRACT SUM**

§ A.1.1 The Owner shall pay the Design-Builder the Contract Sum in current funds for the Design-Builder's performance of the Contract after the execution of this Amendment. The Contract Sum shall be one of the following and shall not include compensation the Owner paid the Design-Builder for Work performed prior to execution of this Amendment:

*(Paragraph deleted)*

- Cost of the Work plus the Design-Builder's Fee with a Guaranteed Maximum Price, in accordance with Section A.1.4 below

**ADDITIONS AND DELETIONS:**

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

Consultation with an attorney is also encouraged with respect to professional licensing requirements in the jurisdiction where the Project is located.

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(Based on the selection above, complete Section A.1.2, A.1.3 or A.1.4 below.)

**§ A.1.2 Stipulated Sum**

*(Table deleted)*

*(Paragraphs deleted)*

**§ A.1.3 Cost of the Work Plus Design-Builder's Fee**

*(Paragraphs deleted)*

**§ A.1.4 Cost of the Work Plus Design-Builder's Fee With a Guaranteed Maximum Price**

**§ A.1.4.1** The Cost of the Work is as defined in Article A.5, Cost of the Work.

**§ A.1.4.2** The Design-Builder's Fee:

*(State a lump sum, percentage of Cost of the Work or other provision for determining the Design-Builder's Fee and the method for adjustment to the Fee for changes in the Work.)*

6% Cost of work

**§ A.1.4.3 Guaranteed Maximum Price**

**§ A.1.4.3.1** The sum of the Cost of the Work and the Design-Builder's Fee is guaranteed by the Design-Builder not to exceed one million, one hundred and ninety-three thousand, eight hundred and forty-two dollars (\$ 1,193,842.00 ), subject to additions and deductions for changes in the Work as provided in the Design-Build Documents. Costs that would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Design-Builder without reimbursement by the Owner.

*(Insert specific provisions if the Design-Builder is to participate in any savings.)*

100% Savings to Owner

**§ A.1.4.3.2 Itemized Statement of the Guaranteed Maximum Price**

Provided below is an itemized statement of the Guaranteed Maximum Price organized by trade categories, allowances, contingencies, alternates, the Design-Builder's Fee, and other items that comprise the Guaranteed Maximum Price.

*(Provide information below or reference an attachment.)*

Attachment A.1.4.3.2

**§ A.1.4.3.3** The Guaranteed Maximum Price is based on the following alternates, if any, which are described in the Design-Build Documents and are hereby accepted by the Owner:

*(State the numbers or other identification of accepted alternates. If the Owner is permitted to accept other alternates subsequent to the execution of this Amendment, attach a schedule of such other alternates showing the change in the Cost of the Work and Guaranteed Maximum Price for each and the deadline by which the alternate must be accepted.)*

N/A

**§ A.1.4.3.4** Unit Prices, if any:

*(Identify item, state the unit price, and state any applicable quantity limitations.)*

Item	Units and Limitations	Price per Unit (\$0.00)
N/A		

**§ A.1.4.3.5** Assumptions, if any, on which the Guaranteed Maximum Price is based:

As noted in attachment A.1.4.3.2

**§ A.1.5 Payments**

**§ A.1.5.1 Progress Payments**

**§ A.1.5.1.1** Based upon Applications for Payment submitted to the Owner by the Design-Builder, the Owner shall make progress payments on account of the Contract Sum to the Design-Builder as provided below and elsewhere in the Design-Build Documents.

**§ A.1.5.1.2** The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

**§ A.1.5.1.3** Provided that an Application for Payment is received not later than the 30th day of the month, the Owner shall make payment of the certified amount to the Design-Builder not later than the 30th day of the following month. If an Application for Payment is received by the Owner after the application date fixed above, payment shall be made by the Owner not later than thirty ( 30 ) days after the Owner receives the Application for Payment.

*(Federal, state or local laws may require payment within a certain period of time.)*

**§ A.1.5.1.4** With each Application for Payment where the Contract Sum is based upon the Cost of the Work, or the Cost of the Work with a Guaranteed Maximum Price, the Design-Builder shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner to demonstrate that cash disbursements already made by the Design-Builder on account of the Cost of the Work equal or exceed (1) progress payments already received by the Design-Builder, less (2) that portion of those payments attributable to the Design-Builder's Fee; plus (3) payrolls for the period covered by the present Application for Payment.

**§ A.1.5.1.5** With each Application for Payment where the Contract Sum is based upon a Stipulated Sum or Cost of the Work with a Guaranteed Maximum Price, the Design-Builder shall submit the most recent schedule of values in accordance with the Design-Build Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. Compensation for design services, if any, shall be shown separately. Where the Contract Sum is based on the Cost of the Work with a Guaranteed Maximum Price, the Design-Builder's Fee shall be shown separately. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Owner may require. This schedule of values, unless objected to by the Owner, shall be used as a basis for reviewing the Design-Builder's Applications for Payment.

**§ A.1.5.1.6** In taking action on the Design-Builder's Applications for Payment, the Owner shall be entitled to rely on the accuracy and completeness of the information furnished by the Design-Builder and shall not be deemed to have made a detailed examination, audit or arithmetic verification of the documentation submitted in accordance with Sections A.1.5.1.4 or A.1.5.1.5, or other supporting data; to have made exhaustive or continuous on-site inspections; or to have made examinations to ascertain how or for what purposes the Design-Builder has used amounts previously paid. Such examinations, audits and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

**§ A.1.5.1.7** Except with the Owner's prior approval, the Design-Builder shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

**§ A.1.5.2 Progress Payments—Stipulated Sum**

*(Paragraphs deleted)*

**§ A.1.5.3 Progress Payments—Cost of the Work Plus a Fee**

*(Paragraphs deleted)*

**§ A.1.5.4 Progress Payments—Cost of the Work Plus a Fee with a Guaranteed Maximum Price**

**§ A.1.5.4.1** Applications for Payment where the Contract Sum is based upon the Cost of the Work Plus a Fee with a Guaranteed Maximum Price shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed; or (2) the percentage obtained by dividing (a) the expense

that has actually been incurred by the Design-Builder on account of that portion of the Work for which the Design-Builder has made or intends to make actual payment prior to the next Application for Payment by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

**§ A.1.5.4.2** Subject to other provisions of the Design-Build Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values. Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 6.3.9 of the Agreement.
- .2 Add that portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work, or if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing;
- .3 Add the Design-Builder's Fee, less retainage of ten percent ( 10 %). The Design-Builder's Fee shall be computed upon the Cost of the Work at the rate stated in Section A.1.4.2 or, if the Design-Builder's Fee is stated as a fixed sum in that Section, shall be an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- .4 Subtract retainage of percent ( %) from that portion of the Work that the Design-Builder self-performs; N/A
- .5 Subtract the aggregate of previous payments made by the Owner;
- .6 Subtract the shortfall, if any, indicated by the Design-Builder in the documentation required by Section A.1.5.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
- .7 Subtract amounts, if any, for which the Owner has withheld or nullified a payment as provided in Section 9.5 of the Agreement.

**§ A.1.5.4.3** The Owner and Design-Builder shall agree upon (1) a mutually acceptable procedure for review and approval of payments to the Architect, Consultants, and Contractors and (2) the percentage of retainage held on agreements with the Architect, Consultants, and Contractors; and the Design-Builder shall execute agreements in accordance with those terms.

#### **§ A.1.5.5 Final Payment**

**§ A.1.5.5.1** Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Design-Builder not later than 30 days after the Design-Builder has fully performed the Contract and the requirements of Section 9.10 of the Agreement have been satisfied, except for the Design-Builder's responsibility to correct non-conforming Work discovered after final payment or to satisfy other requirements, if any, which extend beyond final payment.

**§ A.1.5.5.2** If the Contract Sum is based on the Cost of the Work, the Owner's auditors will review and report in writing on the Design-Builder's final accounting within 30 days after the Design-Builder delivers the final accounting to the Owner. Based upon the Cost of the Work the Owner's auditors report to be substantiated by the Design-Builder's final accounting, and provided the other conditions of Section 9.10 of the Agreement have been met, the Owner will, within seven days after receipt of the written report of the Owner's auditors, either issue a final Certificate for Payment, or notify the Design-Builder in writing of the reasons for withholding a certificate as provided in Section 9.5.1 of the Agreement.

#### **ARTICLE A.2 CONTRACT TIME**

**§ A.2.1** Contract Time, as defined in the Agreement at Section 1.4.13, is the period of time, including authorized adjustments, for Substantial Completion of the Work.

**§ A.2.2** The Design-Builder shall achieve Substantial Completion of the Work not later than ( ) days from the date of this Amendment, or as follows:

*(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)*

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Portion of Work  
All

Substantial Completion Date  
05/15/2020

, subject to adjustments of the Contract Time as provided in the Design-Build Documents.  
(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

**ARTICLE A.3 INFORMATION UPON WHICH AMENDMENT IS BASED**

**§ A.3.1** The Contract Sum and Contract Time set forth in this Amendment are based on the following:

**§ A.3.1.1** The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
Addendum No 1		11/11/2019	4
Addendum No 2		10/15/2019	3
Addendum No 3		11/26/2019	

**§ A.3.1.2** The Specifications:

(Either list the specifications here or refer to an exhibit attached to this Amendment.)

Specifications book dated 09/19/2019

Section	Title	Date	Pages
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**§ A.3.1.3** The Drawings:

(Either list the drawings here or refer to an exhibit attached to this Amendment.)

See plan list dated 12/05/2019

Number	Title	Date
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(Paragraphs deleted)

(Table deleted)

(Paragraphs deleted)

**§ A.3.1.5** Allowances and Contingencies:

(Identify any agreed upon allowances and contingencies, including a statement of their basis.)

.1 Allowances

(Paragraphs deleted) Winter Conditions Protection \$25,000.00 (Twenty-five thousand dollars)

**§ A.3.1.6** Design-Builder's assumptions and clarifications:

As noted in exhibit A. 1, 4, 3, 2

**§ A.3.1.7** Deviations from the Owner's Criteria as adjusted by a Modification:

N/A

Init.

§ A.3.1.8 To the extent the Design-Builder shall be required to submit any additional Submittals to the Owner for review, indicate any such submissions below:

**ARTICLE A.4 DESIGN-BUILDER'S PERSONNEL, CONTRACTORS AND SUPPLIERS**

§ A.4.1 The Design-Builder's key personnel are identified below:

*(Identify name, title and contact information.)*

**.1 Superintendent**

Peter Connell: 603-520-7354, peterc@destefano-associates.com

**.2 Project Manager**

John DeStefano: 603-765-1638, john.d@destefano-associates.com

**.3 Others**

§ A.4.2 The Design-Builder shall retain the following Consultants, Contractors and suppliers, identified below:

*(List name, discipline, address and other information.)*

**Architect:**

CWS Architects  
264 US Route 1, Box 6, Suite 100-2A  
Scarborough, ME 04074  
207-774-4441

**Structural Engineer:**

Becker Structural Engineers  
75 York Street  
Portland, ME 04101  
207-879-1838

**MEP:**

Bennett Engineering  
7 Bennett Road  
Freeport, ME 04032  
207-865-9475

**Site:**

Ransom Engineering  
400 Commercial Street  
Suite 404  
Portland, ME 04101  
207-772-2891

**ARTICLE A.5 COST OF THE WORK**

§ A.5.1 Cost To Be Reimbursed as Part of the Contract

§ A.5.1.1 Labor Costs

§ A.5.1.1.1 Wages of construction workers directly employed by the Design-Builder to perform the construction of the Work at the site or, with the Owner's prior approval, at off-site workshops.

§ A.5.1.1.2 With the Owner's prior approval, wages or salaries of the Design-Builder's supervisory and administrative personnel when stationed at the site.

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*(If it is intended that the wages or salaries of certain personnel stationed at the Design-Builder's principal or other offices shall be included in the Cost of the Work, identify below the personnel to be included, whether for all or only part of their time, and the rates at which their time will be charged to the Work.)*

Person Included	Status (full-time/part-time)	Rate (\$0.00)	Rate (unit of time)
Peter Connell	Full-time	\$2,800	Week

**§ A.5.1.1.3** Wages and salaries of the Design-Builder's supervisory or administrative personnel engaged at factories, workshops or on the road, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

**§ A.5.1.1.4** Costs paid or incurred by the Design-Builder for taxes, insurance, contributions, assessments and benefits required by law or collective bargaining agreements and, for personnel not covered by such agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Section A.5.1.1.

**§ A.5.1.1.5** Bonuses, profit sharing, incentive compensation and any other discretionary payments paid to anyone hired by the Design-Builder or paid to the Architect or any Consultant, Contractor or supplier, with the Owner's prior approval.

**§ A.5.1.2 Contract Costs.** Payments made by the Design-Builder to the Architect, Consultants, Contractors and suppliers in accordance with the requirements of their subcontracts.

**§ A.5.1.3 Costs of Materials and Equipment Incorporated in the Completed Construction**

**§ A.5.1.3.1** Costs, including transportation and storage, of materials and equipment incorporated or to be incorporated in the completed construction.

**§ A.5.1.3.2** Costs of materials described in the preceding Section A.5.1.3.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Design-Builder. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

**§ A.5.1.4 Costs of Other Materials and Equipment, Temporary Facilities and Related Items**

**§ A.5.1.4.1** Costs of transportation, storage, installation, maintenance, dismantling and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Design-Builder at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment and tools that are not fully consumed shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Design-Builder shall mean fair market value.

**§ A.5.1.4.2** Rental charges for temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Design-Builder at the site and costs of transportation, installation, minor repairs, dismantling and removal. The total rental cost of any Design-Builder-owned item may not exceed the purchase price of any comparable item. Rates of Design-Builder-owned equipment and quantities of equipment shall be subject to the Owner's prior approval.

**§ A.5.1.4.3** Costs of removal of debris from the site of the Work and its proper and legal disposal.

**§ A.5.1.4.4** Costs of document reproductions, electronic communications, postage and parcel delivery charges, dedicated data and communications services, teleconferences, Project websites, extranets and reasonable petty cash expenses of the site office.

**§ A.5.1.4.5** Costs of materials and equipment suitably stored off the site at a mutually acceptable location, with the Owner's prior approval.

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**§ A.5.1.5 Miscellaneous Costs**

**§ A.5.1.5.1** Premiums for that portion of insurance and bonds required by the Design-Build Documents that can be directly attributed to the Contract. With the Owner's prior approval self-insurance for either full or partial amounts of the coverages required by the Design-Build Documents.

**§ A.5.1.5.2** Sales, use or similar taxes imposed by a governmental authority that are related to the Work and for which the Design-Builder is liable.

**§ A.5.1.5.3** Fees and assessments for the building permit and for other permits, licenses and inspections for which the Design-Builder is required by the Design-Build Documents to pay.

**§ A.5.1.5.4** Fees of laboratories for tests required by the Design-Build Documents, except those related to defective or nonconforming Work for which reimbursement is excluded by Section 15.5.3 of the Agreement or by other provisions of the Design-Build Documents, and which do not fall within the scope of Section A.5.1.6.3.

**§ A.5.1.5.5** Royalties and license fees paid for the use of a particular design, process or product required by the Design-Build Documents; the cost of defending suits or claims for infringement of patent rights arising from such requirement of the Design-Build Documents; and payments made in accordance with legal judgments against the Design-Builder resulting from such suits or claims and payments of settlements made with the Owner's consent. However, such costs of legal defenses, judgments and settlements shall not be included in the calculation of the Design-Builder's Fee or subject to the Guaranteed Maximum Price. If such royalties, fees and costs are excluded by the second to last sentence of Section 3.1.13.2 of the Agreement or other provisions of the Design-Build Documents, then they shall not be included in the Cost of the Work.

**§ A.5.1.5.6** With the Owner's prior approval, costs for electronic equipment and software directly related to the Work.

**§ A.5.1.5.7** Deposits lost for causes other than the Design-Builder's negligence or failure to fulfill a specific responsibility in the Design-Build Documents.

**§ A.5.1.5.8** With the Owner's prior approval, which shall not be unreasonably withheld, legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Design-Builder, reasonably incurred by the Design-Builder after the execution of the Agreement and in the performance of the Work.

**§ A.5.1.5.9** With the Owner's prior approval, expenses incurred in accordance with the Design-Builder's standard written personnel policy for relocation, and temporary living allowances of, the Design-Builder's personnel required for the Work.

**§ A.5.1.5.10** That portion of the reasonable expenses of the Design-Builder's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.

**§ A.5.1.6 Other Costs and Emergencies**

**§ A.5.1.6.1** Other costs incurred in the performance of the Work if, and to the extent, approved in advance in writing by the Owner.

**§ A.5.1.6.2** Costs incurred in taking action to prevent threatened damage, injury or loss in case of an emergency affecting the safety of persons and property.

**§ A.5.1.6.3** Costs of repairing or correcting damaged or nonconforming Work executed by the Design-Builder, Contractors or suppliers, provided that such damaged or nonconforming Work was not caused by negligence or failure to fulfill a specific responsibility of the Design-Builder and only to the extent that the cost of repair or correction is not recovered by the Design-Builder from insurance, sureties, Contractors, suppliers, or others.

**§ A.5.1.7 Related Party Transactions**

**§ A.5.1.7.1** For purposes of Section A.5.1.7, the term "related party" shall mean a parent, subsidiary, affiliate or other entity having common ownership or management with the Design-Builder; any entity in which any stockholder in, or management employee of, the Design-Builder owns any interest in excess of ten percent in the aggregate; or any

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person or entity which has the right to control the business or affairs of the Design-Builder. The term "related party" includes any member of the immediate family of any person identified above.

**§ A.5.1.7.2** If any of the costs to be reimbursed arise from a transaction between the Design-Builder and a related party, the Design-Builder shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction, then the cost incurred shall be included as a cost to be reimbursed, and the Design-Builder shall procure the Work, equipment, goods or service from the related party, as a Contractor, according to the terms of Section A.5.4. If the Owner fails to authorize the transaction, the Design-Builder shall procure the Work, equipment, goods or service from some person or entity other than a related party according to the terms of Section A.5.4.

#### **§ A.5.2 Costs Not to Be Reimbursed as Part of this Contract**

The Cost of the Work shall not include the items listed below:

- .1 Salaries and other compensation of the Design-Builder's personnel stationed at the Design-Builder's principal office or offices other than the site office, except as specifically provided in Section A.5.1.1;
- .2 Expenses of the Design-Builder's principal office and offices other than the site office;
- .3 Overhead and general expenses, except as may be expressly included in Section A.5.1;
- .4 The Design-Builder's capital expenses, including interest on the Design-Builder's capital employed for the Work;
- .5 Except as provided in Section A.5.1.6.3 of this Agreement, costs due to the negligence or failure of the Design-Builder, Contractors and suppliers or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable to fulfill a specific responsibility of the Contract;
- .6 Any cost not specifically and expressly described in Section A.5.1; and
- .7 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded.

#### **§ A.5.3 Discounts, Rebates, and Refunds**

**§ A.5.3.1** Cash discounts obtained on payments made by the Design-Builder shall accrue to the Owner if (1) before making the payment, the Design-Builder included them in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Design-Builder with which to make payments; otherwise, cash discounts shall accrue to the Design-Builder. Trade discounts, rebates, refunds and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Design-Builder shall make provisions so that they can be obtained.

**§ A.5.3.2** Amounts that accrue to the Owner in accordance with Section A.5.3.1 shall be credited to the Owner as a deduction from the Cost of the Work.

#### **§ A.5.4 Other Agreements**

**§ A.5.4.1** When the Design-Builder has provided a Guaranteed Maximum Price, and a specific bidder (1) is recommended to the Owner by the Design-Builder; (2) is qualified to perform that portion of the Work; and (3) has submitted a bid that conforms to the requirements of the Design-Build Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Design-Builder may require that a Change Order be issued to adjust the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Design-Builder and the amount of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

**§ A.5.4.2** Agreements between the Design-Builder and Contractors shall conform to the applicable payment provisions of the Design-Build Documents, and shall not be awarded on the basis of cost plus a fee without the prior consent of the Owner. If an agreement between the Design Builder and a Contractor is awarded on a cost plus a fee basis, the Design-Builder shall provide in the agreement for the Owner to receive the same audit rights with regard to the Cost of the Work performed by the Contractor as the Owner receives with regard to the Design-Builder in Section A.5.5, below.

**§ A.5.4.3** The agreements between the Design-Builder and Architect and other Consultants identified in the Agreement shall be in writing. These agreements shall be promptly provided to the Owner upon the Owner's written request.

**§ A.5.5 Accounting Records**

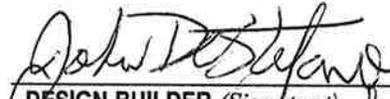
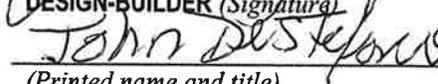
The Design-Builder shall keep full and detailed records and accounts related to the cost of the Work and exercise such controls as may be necessary for proper financial management under the Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Design-Builder's records and accounts, including complete documentation supporting accounting entries, books, correspondence, instructions, drawings, receipts, subcontracts, Contractor's proposals, purchase orders, vouchers, memoranda and other data relating to the Contract. The Design-Builder shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

**§ A.5.6 Relationship of the Parties**

The Design-Builder accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to exercise the Design-Builder's skill and judgment in furthering the interests of the Owner; to furnish efficient construction administration, management services and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests.

This Amendment to the Agreement entered into as of the day and year first written above.

\_\_\_\_\_  
OWNER (Signature)  
\_\_\_\_\_  
(Printed name and title)

  
DESIGN-BUILDER (Signature)  
  
\_\_\_\_\_  
(Printed name and title)