

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



**Ogunquit Select Board**  
**Tuesday, January 14, 2020**  
**Dunaway Community Center**  
**23 School Street**  
**5:30 p.m.**

**AGENDA**

**I. Special Select Board Meeting**

- A. Call to Order.
- B. **Public Hearing** Amendment to Title V: Parking Fees
- C. Review and Approval of Main Beach Bathhouse & Lifeguard Station Project Budget.
- D. Review and Approval of the Budget Review Committee By-Laws.

**II. FY21 Budget Workshop with the Budget Review Committee**

- A. Discussion of FY21 budget process, goals, and priorities.

**III. Adjourn**

\*\*\*\*\*

Public Comment and input welcome at the meeting and workshop.

This meeting and workshop will be televised on WOGT and streamed:  
[townhallstreams.com/towns/ogunquit\\_maine](http://townhallstreams.com/towns/ogunquit_maine)

\*\*\*\*\*

Next Select Board Meeting: January 21, 2020



**TOWN OF OGUNQUIT  
NOTICE OF PUBLIC HEARING**

The Municipal Officers of the Town of Ogunquit will conduct a Public Hearing at 5:30PM on Tuesday, January 14, 2020, in the Auditorium of the Dunaway Community Center, 23 School Street, to consider proposed amendments to the **Title V (Motor Vehicle Traffic & Parking Ordinance)** of the Ogunquit Municipal Code.

As these changes do not require a Town Meeting approval, they can be adopted by the Municipal Officers at the conclusion of the Public Hearing.

\*\*\*\*\*

**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

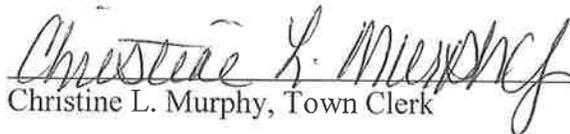
*\* Rates posted above under "Other Fees" are subject to "inclement weather" and "off season (shoulder season)" reductions at discretion of Visitor Services Supervisors.*

**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**

  
Christine L. Murphy, Town Clerk

Posted by:   
Patricia Arnaudin, Police Chief

Posted:	<u>January 7, 2020</u> Dunaway Community Center Ogunquit Post Office Ogunquit Transfer Station WOGT
---------	---

**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>
<u>PROJECT FUNDING PER SITE</u>	
NORTH BEACH/FOOTBRIDGE - ACTUAL	\$ 493,557.32
<b>MAIN BEACH - AVAILABLE</b>	<b>\$ 1,206,442.68</b>
<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>



DESIGNER

CWS ARCHITECTS  
ARCHITECTURE | INTERIOR DESIGN  
100 STATE ST  
BOX 6, SUITE 100-04  
SCARBOROUGH, MAINE 04074  
E: 207-774-4441  
WWW.CWSARCH.COM

OWNER

TOWN OF OGUNQUIT

PROJECT

OGUNQUIT BATHHOUSES:  
MAIN BEACH

DRAWING

FURNITURE PLAN,  
OWNER-SUPPLIED  
EQUIPMENT PLAN -  
INCLUDED FOR REF.

REVISIONS

NO.	DATE	DESCRIPTION
1	10/23/2019	ISSUED FOR PERMITTING
2	11/20/2019	REVISED PLAN TO ACCOMMODATE NEW WALL LOCATION, WOMEN'S BATHROOM LAYOUT AND LIFE GUARD LAYOUT

PROJECT NORTH



DRAWING NUMBER

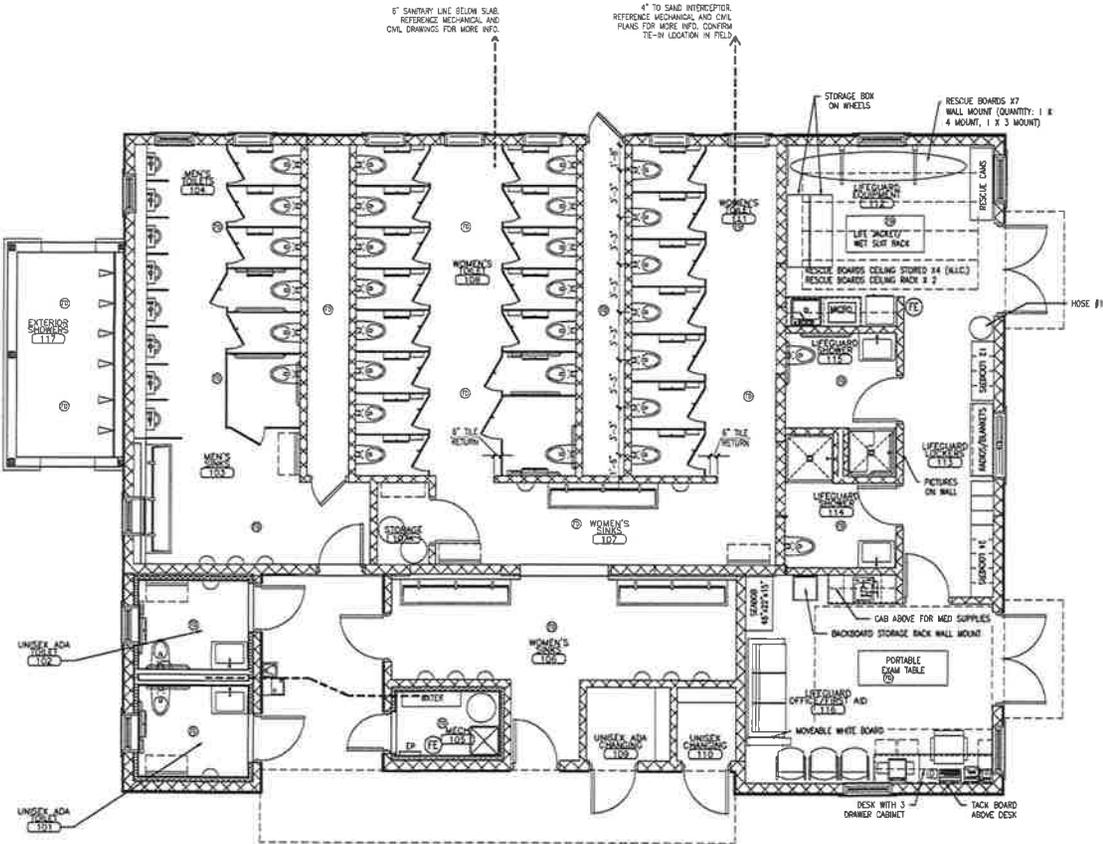
**A9.20**

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

DATE: 09/23/2019

ISSUED FOR PERMITTING AND CONSTRUCTION

EQUIPMENT/FURNITURE	QTY	ALL.C.	OWNER SUPPLIED, CONTRACTOR INSTALLED	ARCH SPECIFIED CONTRACTOR INSTALLED
LIFE GUARD EQUIPMENT				
8 BOARD RACK - WALL MOUNTED (QTY 1)			X	
3 BOARD RACK - WALL MOUNTED (QTY 1)			X	
3 BOARD RACK - CEILING MOUNTED (QTY 2)			X	
LIFE JACKET/WET SUIT RACK (QTY 1)			X	
UNDERCOUNTER REFRIGERATOR (QTY 1)			X	
MICROWAVE (QTY 1)			X	
WATER COOLER (QTY 1)			X	
STORAGE BOX (QTY 1)			X	
STORAGE BOX ON WHEELS (QTY 2)			X	
HOSE (QTY 1)			X	
SHELVING - WALL MOUNTED (QTY 1)				X
LIFE GUARD LOCKERS				
LOCKERS (QTY 3)				X
SOFA (QTY 1)			X	
WHITE BOARD (QTY 1)			X	
OFFICE / FIRST AID				
WHEELCHAIRS			X	
RACK OVER BACK - WALL MOUNTED (QTY 1)			X	
CHAIRS			X	
STORAGE BOX (QTY 1)			X	
SHELVING - WALL MOUNTED (QTY 1)				X
OFFICE DUNNY RACK (QTY 1)			X	
PORTABLE EXAM TABLE (QTY 1)			X	
PRINTER (QTY 1)			X	
DESK CHAIR (QTY 1)			X	
TACK BOARD - WALL MOUNTED (QTY 1)			X	
PHONE (QTY 1)			X	
COMPUTER (QTY 1)			X	
SOFA			X	
DESK W/ 3 DRAWER CABINET			X	



△ REVISED PLAN TO ACCOMMODATE NEW WALL LOCATION, WOMEN'S BATHROOM LAYOUT AND LIFE GUARD LAYOUT

**A5** FURNITURE & EQUIPMENT PLAN  
REFERENCED FROM: TP



# 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.

(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

Init.

**§ 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.)*

Init.

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
---------	-------	------	-------

§ 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
--------	-------	------

(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

Int.

§ 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.

Init.

*(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.

Init.

**§ 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

Init.

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.

Init.

**§ 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)

John DeStefano  
\_\_\_\_\_  
(Printed name and title)

Init.

# OGUNQUIT BUDGET REVIEW COMMITTEE BY-LAWS

## I. GENERAL PROVISIONS

The Town Charter defines the role of the Budget Review Committee as “to assist the Select Board with budgets and financial planning.” To fulfill that role the Committee reviews the Town’s financial reports throughout the year and makes recommendations as appropriate to the Select Board. Further, the Charter provides that Budget Recommendations of the Budget Review Committee be presented to the public at the Annual Town Meeting or any other Special town Meeting when any budget items are being presented for consideration by the voters.

The business of the Committee shall be conducted in accordance with Maine Statutes, Town Ordinances and Robert’s Rules of Order.

## II. MEMBERSHIP

- a) The Budget Review Committee shall consist of (5) five elected members (Member) voted in by residents for a three-year term along with (2) two alternates (Alternate) appointed by the Select Board. Members of the Committee shall be registered voters of the Town.
- b) Any Member of the Committee may be removed, for cause, by the Municipal Officers before expiration of his/her term, but only after an advertised public hearing at which time the Member in question will have the opportunity to refute specific charges against him/her. The term "for cause" shall be defined as failure to attend three (3) consecutive Committee Meetings or hearings without sufficient justification and having not been excused by a majority vote of the Committee or for any documented violation of the “Town of Ogunquit Code of Ethics for Boards and Committees” signed by all members of the Committee at the

time of their swearing in. At the request of the Member in question, the Select Board shall discuss the matter in executive session.

- c) The 1<sup>st</sup> Alternate shall serve in place of any absent full member. The 2<sup>nd</sup> Alternate shall serve in place of a 2<sup>nd</sup> absence of a full member or if the 1<sup>st</sup> Alternate is not present, the 2<sup>nd</sup> Alternate takes on the role as the 1<sup>st</sup> Alternate.
- d) When there is a permanent vacancy of either an Elected or Alternate Member, the Chairperson shall immediately notify the Board of Selectman. The Board of Selectman shall fill the vacancy per guidelines as dictated in the Town Charter.

### III. OFFICERS & DUTIES

- a) The officers of the Committee shall consist of a Chairperson, Vice Chairperson and Secretary who shall be elected annually by a majority of the Board. The officers shall be full Members of the Board. The election of officers shall take place at the first Meeting following annual Town elections. A member receiving a majority vote of the full members of the committee shall be elected and shall serve for one (1) full year.
- b) CHAIRPERSON - The Chairperson shall perform all duties required by law and these By-Laws and preside at all Meetings of the Committee. The Chairperson shall rule on issues, order and procedure and shall take such other actions as are necessary for the efficient and orderly conduct of meetings, unless directed otherwise by a majority of the Committee. The Chairperson's signature shall be the official signature of the Committee and shall appear on all decisions as directed by the Committee. The Chairperson reports to the Select Board on all official transactions that have not otherwise come to the attention of the Board. The Chairperson also prepares or delegates the preparation of any reports concerning the affairs of the Committee as required or requested by the Municipal Officers.
- c) VICE CHAIRPERSON - The Vice Chairperson shall serve in the absence of the Chairperson and shall have all the powers of the Chairperson during the Chairperson's absence, disability or disqualification.
- d) SECRETARY - The Secretary shall keep a record of all minutes, correspondences and attendance and shall send all Meeting Minutes to

the Town Secretary for recording for public record. All records are public and may be inspected at reasonable times. The Secretary, shall record all Minutes of all Committee meetings, showing the vote of each Member upon every question or, if absent or failing to vote, indicating such fact. The Secretary shall arrange proper and legal notice of all Committee meetings. The Minutes of Meetings shall be sent to all Members and Alternate Members within a reasonable time frame.

- e) All officers can, with cause, be removed and/or replaced by a majority vote of the Committee. The election of new officers shall take place immediately after any such removal or replacement.
- f) ALL MEMBERS - All Members of the Committee shall be responsible for:
  - 1. Being knowledgeable of the laws and procedures, such as Maine Freedom of Access, Robert's Rules, Comprehensive Plan, and any other that pertain to judgments they make;
  - 2. Regular attendance at Meetings and hearings.

#### IV. CONFLICT OF INTEREST & BIAS

- a) Any question of whether a particular issue involves a "conflict of interest" sufficient to disqualify a Member from voting hereon, shall be decided by a majority vote of the Members, except the Member whose potential conflict is under consideration.

#### V. POWERS & LIMITATIONS

- a) Whenever the Budget Review Committee is in disagreement with the Select Board on any Article recommendations, the Committee has the responsibility to recommend to the Select Board an alternative dollar amount to vote on per Article.

#### VI. MEETINGS

- a) Meetings of the Committee will normally be held monthly from October to December, and weekly upon receipt of the next fiscal year proposed budget from the Town Manager. Weekly meetings will continue until the Committee votes on recommendations for the proposed budget. Date and time of each meeting will normally be posted at least one week in advance of each meeting. All meetings will

normally be televised by OGT TV. The standard meeting place shall be at the Dunaway Center.

- b) The Chairperson shall call a Meeting within ten (10) days of receipt of a written request from the majority of the Committee or from the Municipal Officers, which request shall specify the matters to be considered at such special Meeting. At least seventy-two (72) hours written notice of time, place and business of the Meeting shall be given each Member of the Committee, the Municipal Officers and Town residents.
- c) The order of business at regular Meetings of the Committee shall be as follows:
  - 1) Roll call;
  - 2) Approval of the Minutes of preceding meeting(s);
  - 3) Unfinished Business;
  - 4) New Business;
  - 5) Other Business;
  - 6) Public Comment;
  - 7) Adjournment.
- e) All meetings of the Committee shall be open to the public. No votes may be taken by the Committee except in public Meeting.
- f) A quorum shall consist of three (3) Members of the Committee. If a Member has a conflict of interest, said Member shall not be counted by the Committee in establishing the quorum for such matter.
- g) No Meeting of the Committee shall be held, nor any action taken, in the absence of a quorum, however, those Members present shall be entitled to request the Chairperson call a Meeting at a subsequent date.
- h) All matters shall be decided by a roll call vote. Decisions before the Committee shall require the affirmative vote of three (3) Members. Decisions on interpretative matters before the Committee shall be by simple majority.

- i) If an alternate is serving in place of an absent full member at the start of a meeting and the full member arrives late to the meeting, the alternate shall continue to be a voting member of the Committee for the duration of the current meeting.
- j) In no case can a motion carry without at least a three (3) members voting in its favor. Members must vote on all issues unless excused for cause by the Committee.
- k) The Committee may waive any of the above rules upon good cause shown.

VII. AMENDMENTS

- a) These By-Laws may be amended by a majority vote of the Committee.
- b) The invalidity of any section or provision of these By-Laws shall not be held to invalidate any other section or provision of these By-Laws.

*ADOPTED BY VOTE OF THE OGUNQUIT BUDGET REVIEW COMMITTEE ON:  
December 18, 2019 superseding the document dated Nov. 16, 2011*

## **Ogunquit Select Board: Budget Goals and Priorities**

*The following are topics that the Select Board has been discussed and updated over time, most recently at the Jan. 7, 2020 workshop. The list is not in priority order and does not include on-going operational responsibilities*

### **1. Community Vision Statement**

### **2. Capital Projects**

- A. Municipal Campus: Police, Town Hall, Community Center (Dunaway/OVS)
- B. Beach Bathrooms – Projected completion date: May 2020
- C. Beach Street from Rte. 1 to the Beach
  - 1) Sidewalks
  - 2) Access to beach via Norseman
  - 3) Traffic & pedestrian flow
- D. Perkins Cove
  - 1) Dredging
  - 2) Seawall
  - 3) Bridge
  - 4) Lighting
  - 5) Repair infrastructure damage from storms (FEMA)
- E) Roads/Sidewalks/Infrastructure
  - 1) Pavement Management Plan
  - 2) Planned annual investment to improve poor roads and preserve good roads
- F) Conservation and Environmental Quality
  - 1) Preserve and acquire green space/open space
  - 2) Marginal Way
  - 3) Beaches
  - 4) Watershed/rivers/estuaries
  - 5) Cemeteries
- G) Use of Town land
  - 1) Inventory of Town-owned property
  - 2) Effective utilization/best use
- H. Sustainability Projects
  - 1) Identify and prioritize projects
    - a) Complete LED street light conversion, building energy efficiency, etc.

### **3. Financial Planning**

- 1) Develop and continually update the 5-Year Capital Plan
- 2) Establish financing plan for capital projects (appropriate debt levels; cash reserves; project reserve funds)
- 3) Establish/update financial policies (Fund Balance, Debt Management, Capital Investment, Purchasing)

#### **4. Parking**

- a) What is the right capacity for Ogunquit?
- b) Private or public lots
- c) Satellite sites
- d) Fees and Revenue

#### **5. Public Safety**

- a) Staffing levels to provide safety of our employees and the community
- b) Response times, acceptable risk-benefit ratios

#### **6. Charter Commission**

- a) Funding for legal services, and possible other expertise

#### **7. Comprehensive Plan**

- a) Set goals and direction
- b) Appoint committee
- c) Funding for land use/Comp Plan expertise to help with developing our Comp Plan

#### **8. Committees**

- a) Select Board liaisons – regular reporting to Select Board
- b) Launch the Sustainability Committee
- c) Appoint Members to the Age Friendly/Quality Community Committee
- d) Recognize the volunteer base is changing and how to support committees so they are successful

#### **9. Codification of Ordinances**

- a) Entire Code of Ordinances (underway)
- b) Special attention to: Harbor Ordinance

#### **10. Revenues and Fees**

- a) Pay as You Throw system (PAYT) - solid waste and recycling
- b) Review existing fees periodically to keep pace
- c) Identify other revenue sources (non property tax)

#### **11. Beautification**

- a) Gateways/entrances
- b) Perkins Cove
- c) Village Center
- d) Beach entrances

#### **12. Historic Preservation**

- a) Funding to ensure we maintain and preserve our historic natural and built areas

#### **13. Communications**

- a) Community e-newsletter
- b) Make greater use of web site, WOGT, and web streaming

#### **14. Deliver services effectively, efficiently, and meet the community's expectations**

- a) Determine the appropriate funding levels
- b) Have the right staffing level to deliver the services (full time, part-time., seasonal)

#### **15. Celebrate 2020: Ogunquit's 40<sup>th</sup> Birthday!**