City of Biddeford
Finance Committee
November 19, 2019 5:00 PM Council Chambers

1. **Call to order**
2. **Approval of the Minutes**
3. **Signing of the expenditure warrant**
4. **Discussion/Approval**
   - 4.1. Approval/Purchase of Two Vehicles for Police Department Detective Unit
     11-19-2019 PD Detective Vehicles-ORDER.docx
     11-19-2019 PD Detective Vehicles-BIDS.doc
   - 4.2. Authorization/Appropriation for Engineering Services/Design of Pump Station - CSO Tank (to also include force main)
     20191119 Order 2019.125 Gooch St Pump Station and CSO Holding Tank Design
     20191119 City Council Briefing Memo Item 8.e - Gooch St Pump Station and CSO Holding Tank Design
     20191119 Figure 1 - Biddeford Sewersheds.pdf
     20191119 Figure 2 - Gooch Street Pump Station.pdf
     20191119 Wright-Pierce Proposal - Gooch St Pump Station and CSO Holding Tank Design
   - 4.3. Approval/Budget Amendment for Completion of Public Process for Green Space at 3 Lincoln St
     20191119 Green_Space-3_Lincoln_Street-ORDER 2019.126
     20191119 Briefing Memo Item 8.f - Completion of Green Space Design at 3 Lincoln
   - 4.4. Authorization/Appropriation for Engineering Services - RiverWalk
     20191119 Order 2019.127 RiverWalk_Engineering_Services
     20191119 City Council Briefing Memo Item 8.g - Design and Permitting of RiverWalk Connections
     20191119 Wright-Pierce Proposal
   - 4.5. Authorization/Appropriation & Budget Amendment for Engineering Services with James W Sewall Co.
     20191119 Order 2019.128 Long-Term Transportation Planning and Traffic Study
     20191119 City Council Briefing Memo Item 8.h - Elm-Pearl-Lincoln Planning Study
     20191119 Sewall Proposal - Long-Term Trans Planning and Traffic Study
   - 4.6. Authorization/Appropriation & Budget Amendment for Design of Pearl St
     20191119 Order 2019.129 Redesign of Pearl Street
     20191119 City Council Briefing Memo Item 8.i - Pearl Street Redesign
     20191119 Sewall Proposal - Pearl Street Redesign
     20191105 W-P Proposal Pearl Street Redesign
5. **Other Business**
6. **Adjournment**

2019.121 **IN BOARD OF CITY COUNCIL..NOVEMBER 19, 2019**

BE IT ORDERED, that the City Council of the City of Biddeford does hereby authorize the City Manager to purchase two (2) 2020 Ford Edge automobiles, as per bid of November 12, 2019, from Arundel Ford. The purchase of these vehicles shall not exceed $57,218.00 (before discounts valued at $4,400.00).

The purchase of these vehicles is included in the FY20 Budget, account 21204-60603

NOTE: The Finance Committee will review this item on November 19, 2019 and vote to recommend it to the City Council for approval.

Bid Opening for 2 All-Wheel Drive Crossovers

Present: Carl Marcotte – Public Works
Kara Cote – Public Works

Bids were opened at the Public Works Department on November 12, 2019 at 11:00 am for 2 crossover vehicles for the police department. Staff is recommending the low bid with trade from Arundel Ford in the amount of $52,818.00. These cars were approved in the FY/20 CIP budget line 21204-60603.

Arundel Ford	2020 Ford Edge SE	$57,218.00
	Trade-ins	$4.400.00
	Total:	$52,818.00
Rowe Ford	2020 Ford Edge SEL	$63,768.00
	Trade-ins	$6,700.00
	Total:	$57,068.00

2019.125 IN BOARD OF CITY COUNCIL..NOVEMBER 19, 2019

BE IT ORDERED, that the City Council of the City of Biddeford does hereby authorize the City Manager to enter into an agreement with Wright-Pierce in an amount not-to-exceed $137,000 for engineering and design of a pump station and CSO holding tank at Gooch Street with associated gravity and force main connections.

Funding for this project shall be through the existing CSO Bond at 31459-61009.

Meeting Date: November 19, 2019
Meeting Time: 6:00 p.m.

Agenda Item No: Orders of the Day - 8.e
Item Description: 2019.125) Authorization/Appropriation for Engineering Services/Design of Pump Station - CSO Tank (to also include gravity line and force main)

Summary:

This Order authorizes the design of a proposed pump station and conceptual combined sewer overflow (CSO) holding tank on lower Gooch Street as part of the ongoing regulatory requirement to reduce CSO discharges. The proposed pump station and CSO holding tank are intended to reduce CSO discharges at Horrigan's Court (CSO#6) and at the Elm St./Rt.1 CSO#7. The design will serve as the basis for future bidding and construction. If approved, construction will occur in two phases. Phase I will include the pump station and associated gravity and force main sewer lines. Phase II will include the CSO holding tank with the decision/necessity to construct dependent on the effectiveness of ongoing sewer separation projects.

Supporting Documentation:

Figure 1 – Biddeford Sewersheds
Figure 2 – Gooch Street Pump Station
Wright-Pierce Proposal: Gooch St Pump Station and CSO Holding Tank Design, dated 11/15/19

Key Terms:

Sewer – a generic term uses to describe a system of underground pipes conveying storm water, sanitary waste, or a combination of storm water and sanitary waste.

Storm Sewer – a sewer intended only for storm water flows and is usually dry during periods other than storm events.

Sanitary Sewer – a sewer intended only for sanitary waste (sinks, toilets, showers, etc.) and acceptable industrial discharges.

Combined Sewer – a sewer that carries a mixture of storm water and sanitary waste. For regulatory purposes, the length of sewer downstream of the point at which storm water and sanitary waste mix is considered a combined sewer.

Combined Sewer Overflow (CSO) – A physical structure that allows combined sewer flows to leave the sewer system untreated when the flows exceed the sewer's carrying capacity.

Combined Sewer Overflow (CSO) Discharge – an event when an actual discharge occurs at a CSO.

Sewer Carrying Capacity – the maximum flow a section of sewer line is able to handle based on its physical dimensions or pumping capability.

Excess Flow – flow that exceeds a sewer's carrying capacity or flow that exceeds the wastewater treatment plant's treatment capability.

Diversion Structure – a physical structure connecting a sanitary sewer and a storm sewer with the express purpose of allowing excess flow to divert from the system to prevent a sewer backup. In most cases this creates a combined sewer.

CSO Holding Tank – a large tank designed to provide additional carrying capacity within a combined sewer system by "holding" excess flow during a storm event, which can be metered into the sewer system for treatment after storm water influenced combined sewer flows subside rather than discharging to a watershed untreated during a storm event.

Sewer Separation – the act of removing storm water flows from sanitary sewers. The latest engineering projection is that the estimated cost to perform complete sewer separation in Biddeford is in excess of $100,000,000 dollars.

Detailed Description:

This project is part of a larger strategy to reduce CSO discharges within the city in compliance with the Clean Water Act, State regulations, and the City's Consent Agreement with the Maine Department of Environmental Protection (MEDEP). Out of an original 14 CSOs the City currently manages seven CSOs. The two CSOs associated with this design work are #6 – Horrigan's Court (at Horrigan's Court), and #7-Elm St./Re.1, located near where Elm St./Rt. 1 intersects with the Saco River near Gooch Street.

In order the grasp the complexity of the issue and by way of background information, it is important to understand the scale of the problem being addressed and the options available.

Addressing the latter first, in general the ideal situation is to have two distinct sewer systems – one to serve as a storm sewer and the other to serve as a sanitary sewer. Both can be sized appropriately for the flows expected and with no combined sewers there will be no CSO discharges. In reality, Biddeford was established well before the existence of environmental regulations governing the management of storm water and sanitary waste. Biddeford's sewer infrastructure evolved over a long period. The City still has sewer infrastructure that consists of everything from carved Oak log sewers and vaults to granite and brick sewers and in many instances these aging systems were installed as combined sewers or were modified over time to be combined sewers.

Municipalities can reduce CSO discharges by, among other things, completing sewer separation projects designed to eliminate combined sewers and thus eliminate CSO discharges and by installing physical structures like CSO holding tanks to collect excess flows for later treatment.

It bears mentioning that installing a holding tank does not solve a CSO issue since it would be very expensive and impractical to size a CSO holding tank properly to eliminate all CSO discharges. This means that sewer separation work will still be required. If a CSO holding tank is installed prior to sewer separation work the holding tank may become oversized when the separation measures are complete. In other words, sewer separation is a permanent solution to the issue of CSO discharges because the separation eliminates the storm water flow in a combined system. A CSO holding tank only deals with the symptoms, so to speak. That said

there are reasons that justify the installation of CSO holding tanks. The CSO holding tank at Mechanics Park is one example. The main sewer from most of the western portion of the city comes through Water Street and there are several combined sewers that contribute significant flows that could easily overwhelm the treatment capacity of the wastewater treatment plant. The Mechanics Park CSO holding tank has a capacity of 2.0 million gallons and even at that it can easily fill in less than 40-minutes during major storm events resulting in discharges at CSO #9-Water Street.

As to scale, Figure 1 – Biddeford Sewersheds, depicts the surface area feeding the various CSOs associated with this Order. The map is oriented left to right with the left edge extending out toward Arundel at Morin Street and the right edge showing the in-town area abutting the Saco River. The gold shaded zone reflects the surface area collecting storm water, sanitary, and combined sewer flows associated with the CSO at Horrigan's Court (right edge of map). The purple area reflects the surface area collecting storm water, sanitary, and combined sewer flows for the Elm St./Rt.1 CSO (shown just below the Horrigan's Court CSO). In just one day in 2018 during a storm, both CSOs discharged in excess of 1.32 million gallons of untreated combined sewer flows.

The CSO Mater Plan, a required planning document and a live document intended to be updated as conditions change, contemplated the installation of a CSO holding tank near the Horrigan's Court pump station and CSO. The MEDEP was initially advising that the city proceed with the installation of a holding tank as an immediate measure to reduce CSO discharges at Horrigan's Court. In preparation for this work, Public Works initiated a flow study within the sewersheds several years ago. The flow study is ongoing and provides valuable data that is used to accurately report CSO discharges and to shape CSO reduction efforts. This ongoing study is a driving force in the recommendation to place a pump station and possible CSO holding tank at Gooch Street rather than sizing a holding tank for historic excess flows at Horrigan's Court. The initial flow data showed that while there are significant combined sewer flows contributing to CSO discharges, there are also key points well within the sewershed where targeted separation work had the potential to reduce combined sewer flows. One such separation project was recently completed on Elm Street in the vicinity of Lamothe and Lessard Avenues. This area contained diversion structures that were installed to address sewer backups caused by legacy issues in the area. The flow study showed that in conjunction with previous sewer separation work a significant volume of combined sewer flows could be removed from the system by eliminating the diversion structures for all but a major storm event. A valve is now in place that only activates during a major storm event to prevent any sewer backups.

The data also shows the significant value that sewer separation projects have on overall CSO discharges. Figure 1 shows the reduction in CSO activity in relation to rainfall for 2014 through 2019 YTD as a result of sewer separation activity and direct monitoring.

The flow data has had an impact on CIP planning as well. For example, the 2018 CIP contemplated a holding tank at Horrigan's Court at a cost of $3.6 million dollars based on flow estimates and sizing projections and an Elm Street pump station at a cost of $2.3 million dollars for a total of $5.9 million dollars. The Elm Street pump station would serve to eliminate the connection to Horrigan's Court reducing CSO loading at that pump station and directing the Elm St./Rt.1 sewershed flows up to Lincoln Street via Elm Street and then to the WWTP via Main Street. There are force mains in Lincoln Street available for this connection.

In 2019, the Horrigan's Court CSO holding tank construction estimate was reduced to $2.6 million to reflect a size reduction based on reduced flows as a result of sewer separation activity performed by DPW. At the same time, the Elm Street pump station estimate increased to $5.0 million based on data available at the time and conceptual discussion with MEDEP for a total of $7.6 million.

The 2020 CIP, based on updated flow data, indicates that there is a possibility that the Horrigan's Court CSO holding tank may not be needed and can be moved to the Gooch Street area to better serve that CSO if continued sewer separation work is as successful as the previous initiatives. The current plan is to move the proposed Elm Street pump station to lower Gooch Street. This along with sewer separation work in the sewershed allows for a further reduction in project costs. Current cost estimates carry $2.3 million for the proposed Gooch Street CSO holding tank and $2.6 million for the Gooch Street pump station and associated sewer lines (gravity and force main) to service the lower Elm Street CSO area for a total of $4.9 million; see Figure 2 – Gooch Street Pump Station, for a general location reference. The sewer lines, pump station, and conceptual CSO holding tank are outlined in yellow.

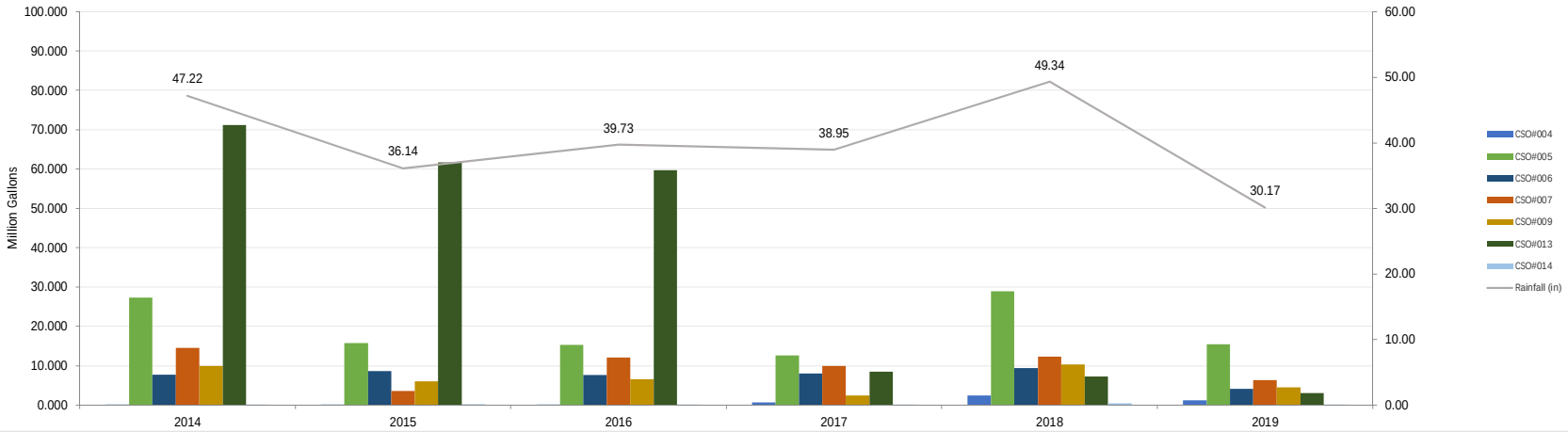
This design eliminates technical issues associated with adding a force main from lower Elm St., to Lincoln St. Work under the railroad bridge requires added cost and approval of the railroad not to mention creating significant traffic impacts during construction. By installing the pump station at lower Gooch Street, everything in the area gravity feeds to the pump station and can be discharged through the force main to Lincoln Street by going through the 3 Lincoln Street site and up Pearl Street. While there is still a necessity to cross under the railroad tracks, Maine Energy installed a 96-in cooling water discharge line below the underpass. The line was filled (with flowable fill) as part of the Maine Energy closure process. Public Works proposes to bore through the center of the filled pipe significantly reducing concerns for impacts on railroad footings and traffic impacts to Rt. 1 are eliminated. Additionally, new development on the 3 Lincoln Street site and the abutting mill properties would have sewer access at Pearl Street.

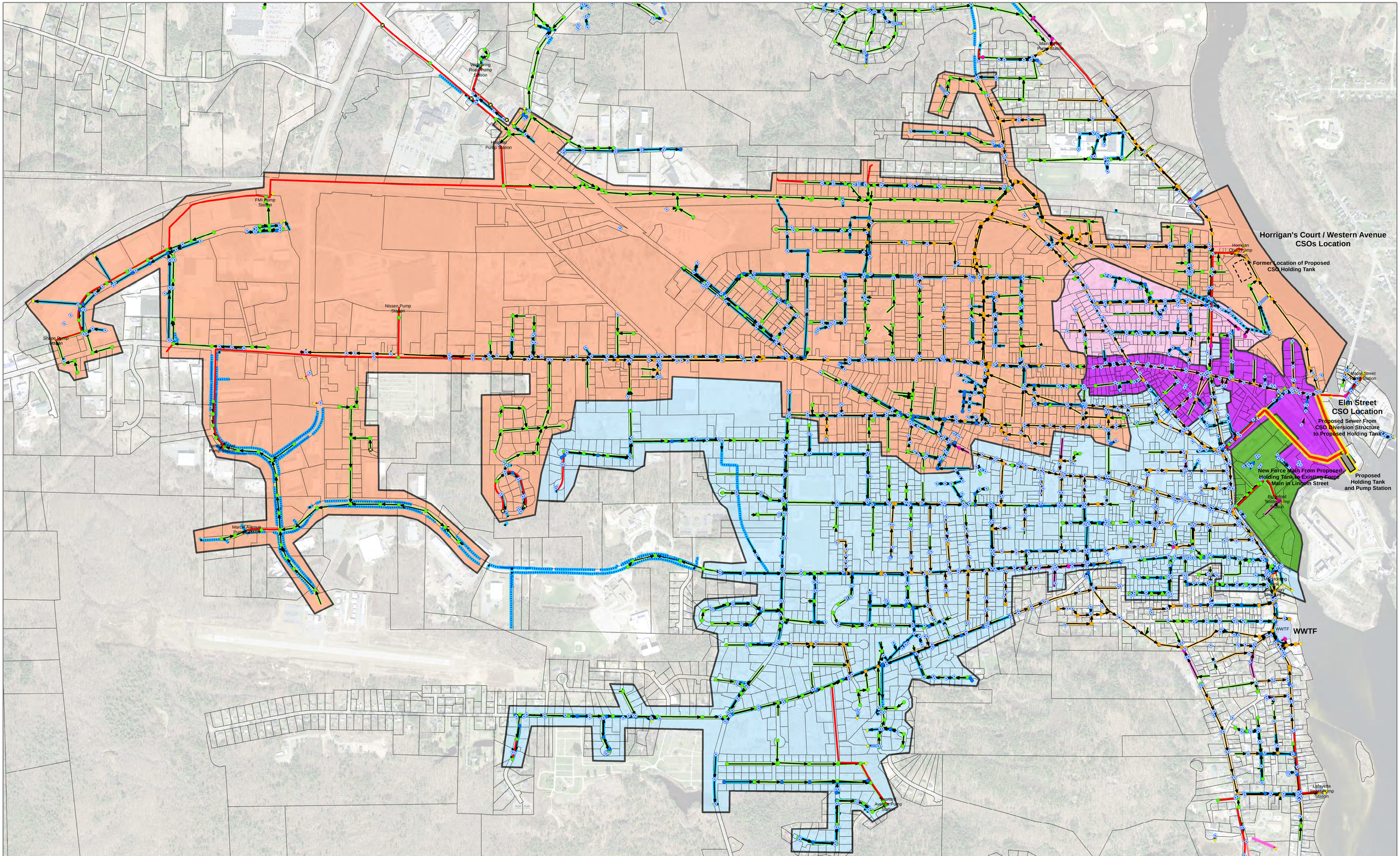
The takeaway is that sewer separation work, where possible, has a significant impact on the need for and sizing of CSO holding tanks. The hope is that, like the Horrigan's Court separation work, the current proposed Gooch Street CSO holding tank may be further reduced in size and or eliminated. In order to confirm this and to maintain CSO reduction momentum required by the MEDEP, DPW proposes to design the Gooch Street pump station and CSO holding tank and phase in the installation. The pump station is proposed as Phase I, which is needed to send the Elm St./Rt.1 watershed flows to Lincoln Street vs Horrigan's Court. Phase II would be installation of a CSO holding tank appropriately sized to reflect actual flows accounting for ongoing sewer separation efforts and only if needed.

Funding Source:

Funding is intended to be covered under the existing CSO Bond at 31459-61009.

Figure 1: CSO Summary - Annual CSO Discharges vs. Inches of Rain





The City of Biddeford, Maine

Technologies Department - GIS Mapping

205 Main Street · P.O. Box 586 · Biddeford, Maine 04005-0586
Tel. 207-571-0660 · Email gis@biddefordmaine.org

This map was prepared by: BiddGIS

0 250 500 1,000 1,500 2,000 Feet

Figure 1
Biddeford Sewersheds

Legend

Name
- CSO 004
- CSO 005/6
- CSO 007
- CSO 009
- CSO 011

Proposed Structures
- 0.5 Million Gallon Holding Tank
- Pump Station
- Old Location of Proposed Holding Tank
- Proposed Sewer Lines

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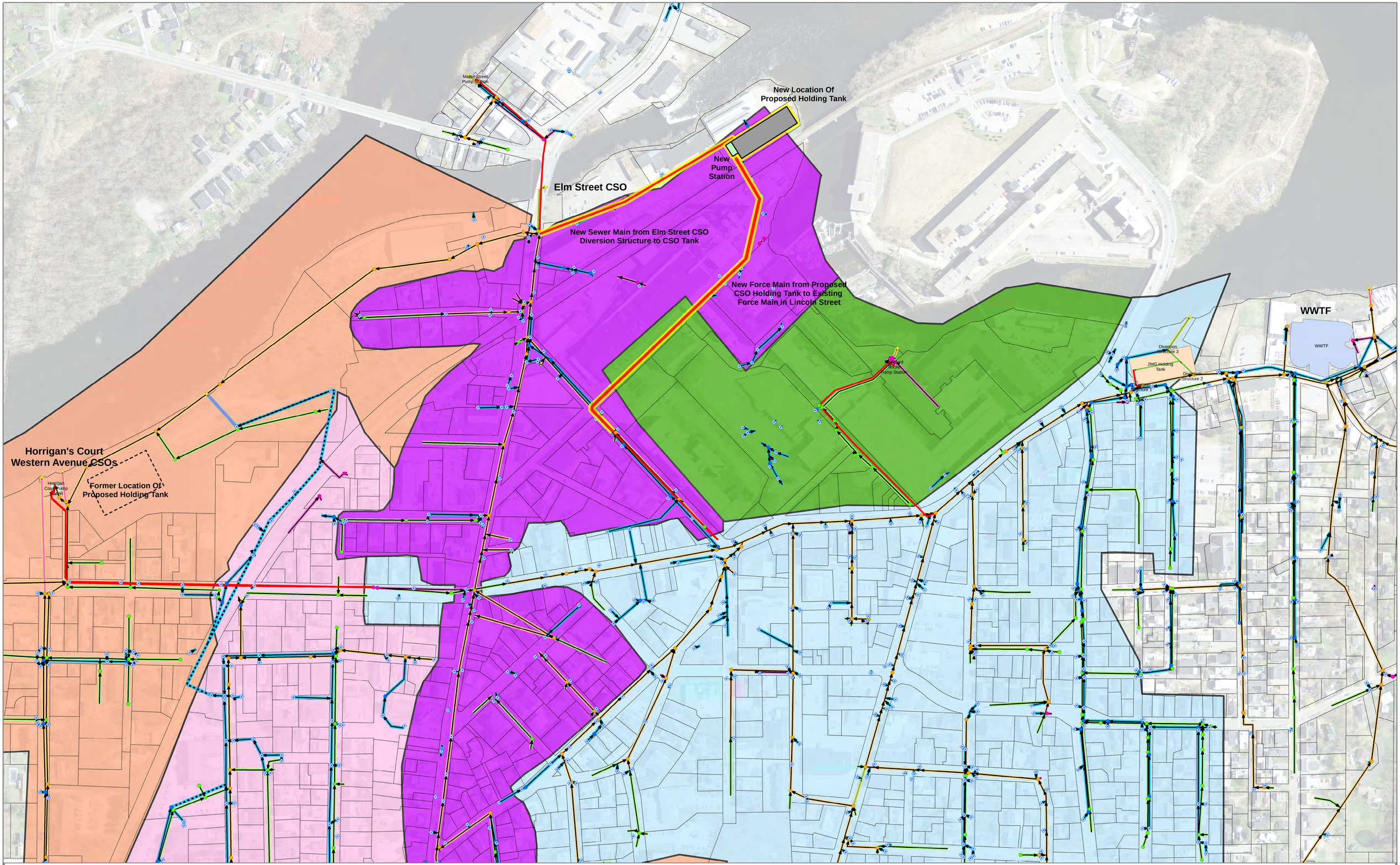

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0 75 150 300 450 600 Feet

Figure 2
Gooch Street Pump Station

Legend

CSO Sewershed
- CSO 004
- CSO 005/6
- CSO 007
- CSO 009
- CSO 011

Proposed Structures
- 0.5 Million Gallon Holding Tank

- Pump Station
- Old Location of Proposed Holding Tank
- Proposed Sewer Lines

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Portland, ME 04101
207.761.2991 | www.wright-pierce.com

November 15, 2019

Mr. Jeff Demers, Public Works Director
City of Biddeford
371 Hill Street
Biddeford, Maine 04005

SUBJECT: Proposal for Engineering and Design Services
Gooch Street Pump Station, Biddeford Maine

Dear Mr. Demers,

We appreciate the opportunity to assist you and the City of Biddeford with design and engineering services associated with the Gooch Street Pump Station. As discussed during our site walk on October 24, 2019, we understand the City is currently looking to design and install a dry weather wastewater pump station at the end of Gooch Street near the railroad trestle. The purpose of the pump station would be to collect local gravity sewer flow from Gooch Street, local gravity sewer flow from Pearl Street and pump to the gravity sewer at the intersection of Pearl Street and Lincoln Street.

In addition, the City is considering the installation of a CSO storage tank and potential wet weather pump station at the end of Gooch Street near the proposed dry weather pump station at a later date. Given the location and elevation of the proposed storage tank, it is possible that combined sewer flow would need to be pumped into the tank (if above grade) or pumped out of the tank (if below grade). Given the need for pumping associated with draining of a future the storage tank and the proposed dry weather pump station considered at the same location, there is likely an opportunity to design a slightly oversized dry weather pump station that can handle low flows from the local sewershed and higher flows from a discharging CSO storage tank.

With current on-going projects in and around the area including the proposed parking garage, Riverwalk extension, and redevelopment of adjacent properties, including but not limited to, the Lincoln Mill and 3 Lincoln Mill property, we understand the City of Biddeford would like the ability to pump the dry weather flows within the next year to support the current development. The force main associated with the pump station would be installed under Pearl Street, which is anticipated to be reconstructed in 2020, so the design and construction of the dry weather pump station would need to be completed so it can be installed during construction of Pearl Street. The City would like the ability to construct these wastewater related projects in the following phases:

Phase 1 - Dry weather pump station and associated gravity sewer and force main (prior to Pearl Street).
Phase 2 - Storage tank and wet weather pump station.

Scope of Services

Based on our project understanding we have prepared the following scope of services to assist the City in design of the Gooch Street Pump Station and associated gravity sewer and force main piping. We have divided the design tasks into pump station related tasks and force main/gravity sewer related tasks in case the City would like to separate this work into phases to correspond with Pearl Street design services.

Gooch Street Pump Station

Based on preliminary discussions with the City, Wright-Pierce has outlined the following Tasks associated with the design of a new submersible style pump station with the capability to pump the sanitary wastewater from the relatively small service area around Gooch Street and Pearl Street as well as the potential to pump wastewater drained from a future CSO storage tank after an overflow event. It is assumed this new submersible station will not pump storm flows into the future CSO tank, but a future wet weather pump station would need to be constructed for that duty. The new pump station for sanitary flows and potential for future tank drain flows will likely include the following:

- A 10'diameter precast concrete wet well with influent pipes from the sanitary sewer in Gooch Street and a drain pipe from a future CSO storage tank. The wet well will contain the following:
  - Two submersible pumps on slide rails, each with a pumping capacity of approximately 700 gpm, which is assumed to be adequate to handle sanitary flows in the area and the drain flows from a future CSO storage tank. The wet well would be a Class 1 Division 1 rated space, so the pumps will be rated appropriately (explosion-proof).
  - A submersible pressure transducer to measure the water level and control the pumps.
  - A high-high float switch to activate alarms outside the normal operating levels and activate a pump if the pressure transducer or PLC controls fail. The pump called to run by the high-high float will be shut off based on adjustable timer.
- An 8' diameter precast concrete valve pit to contain the following:
  - Discharge piping from each pump, including a check valve and gate valve.
  - Gate boxes installed in the valve pit cover over each gate valve to allow operation of the valves without entering the valve pit. Valve pit cover to be approximately 1-foot above finished grade.
  - A drain pipe back to the wet well to drain any water entering through the hatch in the cover.
- A force main bypass assembly will be installed near the valve pit to allow a bypass pumping system to connect to the force main and to allow the force main to be "pigged" for cleaning.
- A new electrical building constructed adjacent to the pump station. The building will house all the electrical and instrumentation equipment for the new dry weather pump station as well an emergency generator to run the station during a power outage. It is assumed the building floor elevation is 3-feet above the 100-year flood elevation. The building is assumed to be a wood-framed building, with approximate dimensions of 21'x18'. Note, this structure is not assumed to house power and controls for any future wet weather pump stations or CSO Storage Tank. It is assumed a separate larger structure will be required for any future wet weather pump station or CSO Storage Tank.

- It is assumed the pumps will run on VFDs and the pump control panel will be a PLC based custom panel per the City's standards.
- It is assumed there is existing 3-phase power in the area of the proposed pump station for the new electrical service to the station.

Task 1 - Preliminary Design

Wright-Pierce will gather existing condition information, including existing and future flow rates, existing utility infrastructure, and other data necessary to prepare preliminary design plans and cost estimates. Key tasks for this effort would include:

- Kick-off Meeting: Wright-Pierce will conduct a "kick-off" meeting with the City of Biddeford to confirm project goals, constraints and schedule, and to establish a clear means of project communications. This meeting will review the proposed pump station location, configuration, and available data.
- Topographic Survey Review: The City will provide a topographic/utility survey for use by Wright-Pierce in the development of baseline drawings showing existing conditions within the proposed areas of work. We have assumed that any boundary information and easement coordination will also be completed by the City of Biddeford. Wright-Pierce will review the survey information and submit requests for clarification to the City for action.
- Preliminary Design Phase: Upon receipt of the existing conditions information, Wright-Pierce will move into the Preliminary design phase. This work shall include:
  - Preliminary Plans: Wright-Pierce will develop a preliminary site plan showing the proposed location of the pump station precast concrete wet well, precast concrete valve pit, and electrical building.
    - The preliminary plans will also include a preliminary layout of the interior of the electrical building for the City's review and comment.
  - Preliminary Design Basis Memo: Wright-Pierce will also develop a memo for the City's consideration indicating the proposed pump station capacity, pump selection, basic control scheme, and proposed electrical layout.
- Geotechnical Explorations and Report: Wright-Pierce will enlist the services of a Geotechnical Engineer to conduct subsurface explorations in the vicinity of the proposed wet well. It is anticipated a single boring will be required extending to a depth of approximately 40-feet, or refusal.
- Cost Estimate: Wright-Pierce will prepare an estimate of probable construction costs for preliminary design submissions. Construction cost estimates will be based on standard costs and previous work.
- Project Design Meetings: Wright-Pierce will attend project design meetings to review the project progress and ensure the project related details are being discussed/addressed. For the purpose of this proposal, we have assumed up to two (2) meetings will be needed with City staff and have included in our budget time for up to two (2) meetings with specific stakeholders to discuss the project.

Task 2 – Final Design – Pump Station

Following acceptance of the preliminary design and revised construction estimate, Wright-Pierce will move into Final Design. Key tasks for this effort would include:

- Final Plans and Specifications: Wright-Pierce will prepare 75% and 100% construction Contract Documents in the form of design drawings and specifications for the City's Review.
  - It is anticipated the plans would consist of a cover page and up to three Civil plans for general notes, site plans and details, and plan and section views of the pump station structures, two Architectural plans and one mechanical plan for the building, two instrumentation plans, and six electrical plans.
- Cost Estimate: Wright-Pierce will update the estimate of probable construction cost based on the 75% and 100% design submissions.
- Finalize the Bidding Documents in response to the City's comments, as appropriate, and furnish the final Bidding Documents. We will provide 2 hardcopies and an electronic copy in PDF format.

Force Main and Gravity Sewers

Task 3 – Preliminary Design

Wright-Pierce will gather existing conditions information, including existing utility infrastructure, and other data necessary to prepare preliminary design plans and cost estimates. Key tasks for this effort would include:

- Topographic Survey Review: The City will provide a topographic/utility survey for use by Wright-Pierce in the development of baseline drawings showing existing conditions within the proposed areas of work. We have assumed that any boundary information and easement coordination will also be completed by the City of Biddeford. Wright-Pierce will review the survey information and submit requests for clarification to the City for action.
- Preliminary Design Phase: Upon receipt of the existing conditions information, Wright-Pierce will move into the Preliminary design phase. This work shall include:
  - A new sanitary sewer gravity line along Gooch Street (size to be confirmed) carrying dry weather sewer flow to the new pump station, it is anticipated this sewer will be roughly 800 feet long.
  - A new sanitary sewer gravity line along Pearl Street (size to be confirmed) carrying sanitary sewer flow to the new pump station. It is anticipated this sewer will be roughly 1,200 feet long.
  - A new 8-inch force main pipe will be designed from the force main bypass assembly near the valve pit of the pump station to the discharge point near the intersection of Lincoln Street and Pearl Street.
- Railroad Coordination: Wright-Pierce will work with the City to assist with Railroad company coordination. It is understood there may be an existing casing pipe available that could potentially incorporate both the force main and gravity sewer line under the railroad. However, due to the unknowns associated with this pipe and the unknowns associated with the expectations of the railroad, we have included an allowance of $5,000 for coordination purposes.
- Geotechnical Explorations: Wright-Pierce will enlist the services of Geotechnical Engineer to conduct subsurface explorations along the pipeline routes and near the railroad for use in the design of the gravity and force main sewers.
  - It is anticipated that approximately 12 borings will be required, extending to a depth of approximately 12 to 15 feet.

- Preliminary Plans: The preliminary design will be compiled and depicted on an engineering plan set.
  - It is anticipated that Force Main and Gravity Sewer plans would be combined with either the Pearl Street reconstruction plans or the Gooch Street Pump Station plans and would consist of approximately four plan and profile sheets, two standard detail sheets, and an erosion and sediment control sheet.
- Cost Estimates: Wright-Pierce will prepare engineers estimate of construction costs for the 75% and 100% design submissions. Construction cost estimates will be based on standard costs and previous work

Task 4 – Final Design – Force Main and Gravity Sewers

Following acceptance of the preliminary design and revised construction estimate, Wright-Pierce will move into Final Design. Key tasks for this effort would include:

- Final Plans and Specifications: Prepare construction Contract Documents in the form of final Drawings and Specifications. The estimate of probable construction cost will be updated based on the final design.
- Finalize the Bidding Documents in response to the City's comments, as appropriate, and furnish the final Bidding Documents. We will provide 2 hardcopies and an electronic copy in PDF format.

Task 5 – Bidding Services

Following acceptance of the final design, we will support the City during advertisement and procurement of bids for construction. We have assumed the pump station and piping work will be bid together in the same package for the purposes of this proposal.

Bidding services will include:

- Advertising for bids in appropriate newspapers and bidding services
- Distributing drawings and specifications to prospective bidders
- Maintaining a record of prospective bidders to whom bidding documents were issued
- Responding to bidders' questions
- Preparing for and attending a pre-bid conference (if requested)
- Preparing and issuing addenda to the bid documents
- Attending the bid opening
- Preparing a tabulation of bids
- Evaluating bids
- Preparing a letter of recommendation regarding award of the contract

Budget Estimate

We have prepared the following budget for each Scope of Services task for a total budget estimate as noted below.

Task		Budget Estimate
Task 1	Preliminary Design – Pump Station	$30,500 - $31,500
Task 3	Final Design – Pump Station	$57,000 - $58,500
Task 2	Preliminary Design – Force Main and Gravity Sewers	$30,000 - $31,000
Task 4	Final Design - Force Main and Gravity Sewers	$10,000 - $12,000
Task 5	Bidding Services	$3,500 - $4,000
	Total Budget Estimate	**$ 131,000 - $137,000**

This budget estimate is based on our project understanding. Should available information or data change from the above noted assumptions, we will coordinate with the City immediately to discuss any necessary adjustments to the scope and/or fee.

Schedule

Assuming we receive authorization to proceed and receipt of the existing conditions base plan information from the City by November 25, 2019, we anticipate the following schedule:

Authorization to Proceed:	November 25, 2019
Receive Existing Conditions Survey	November 25, 2019
Preliminary Design – Pump Station	February 21, 2020
Preliminary Design – Piping	February 21, 2020
Final Design – Pump Station	May 15, 2020
Final Design – Piping	May 15, 2020
Bidding Services Start	May 29, 2020

We appreciate being considered for this opportunity and look forward to coordinating on this project in the future or answering any questions you may have.

Sincerely,
WRIGHT-PIERCE

Stephanie Hubbard, PE
Project Manager
stephanie.hubbard@wright-pierce.com

Ryan T. Wingard, PE
Vice President
ryan.wingard@wright-pierce.com

City of Biddeford

2019.126 IN BOARD OF CITY COUNCIL..NOVEMBER 19, 2019

BE IT ORDERED, that the City Council of the City of Biddeford does hereby approve a budget amendment to appropriate funds from Route 111 Mill Redevelopment TIF (Tax Increment Financing) for the completion of Public Process for Green Space located at 3 Lincoln Street. For an amount not to exceed $15,000.

Funding from the project shall be from account number 31179-61010.

Meeting Date: November 19, 2019
Meeting Time: 6:00 p.m.

Agenda Item No: Orders of the Day - 8.f
Item Description: 2019.126) Approval/Budget Amendment for Completion of Public Process for Green Space at 3 Lincoln Street

Summary:

This Order authorizes appropriation of funds from the Route 111 Mill Redevelopment TIF in the amount of $15,000 for a public process associated with design of green spaces at the 3 Lincoln Street site reserved for a public park connected with the RiverWalk. This is the establishment of a funding mechanism and not approval for actual services

Supporting Documentation:

None

Key Terms:

None

Detailed Description:

The Order creates an appropriation to fund a process for developing a professionally derived concept plan, involving the Downtown Development Commission (DDC) and the public, for the Riverfront Park at 3 Lincoln Street. While there is an initial concept plan developed for the existing Riverwalk, much of it was completed prior to entering into agreement with BEFitler for the development of the rest of the 3 Lincoln Street property. The key components of the planning project would be:

- A public participation process, including a public forum;
- Possible integration with the concept planning of BEFitler and the implementation of the Parking Garage and Pearl Street;
- Possible integration of the park with other redevelopment activities in the Mill District and connectivity with other pedestrian/neighborhood systems (including the Eastern Trail; and,
- Establishing a highest and best use for the park within a flexible design.

The actual design work would be addressed through a separate Order. This Order simply allocates funds for the project. The $15,000 design cap is based on interviews with consultant teams (the range was $9,000-20,000). Once the funding is established an RFP will be prepared to obtain competitive bids. Selection of a consultant would follow the established purchasing policy approval process. The intent would be to go out for bid immediately after funding is available and have the design completed by February or March of 2020, in conjunction with the work of BEFitler and Pearl Street.

The specific location of the park is the area north of the stack located on the property and reserved by the City for park space above the existing PCB cap.

The environmental clearances obtained during the Maine Energy closure process specifically authorize use of the area for a public park.

Funding Source:

Funding is requested as a budget allocation to 31179-61010 from the Route 111 Mill Redevelopment TIF.

City of Biddeford

2019.127 IN BOARD OF CITY COUNCIL..NOVEMBER 19, 2019

BE IT ORDERED, that the City Council of the City of Biddeford does hereby authorize the City Manager to enter into an agreement with Wright-Pierce for engineering services and design services for the RiverWalk in an amount not to exceed $47,100.

Funding for this project shall be within the $3,000,000 allocation for the RiverWalk under the garage project. For accounting purposes, expenses will be charged to 10011-10162 Miscellaneous A/R.

Finance & City Council

Meeting Date: November 19, 2019
Meeting Time: 6:00 p.m.

Agenda Item No: Orders of the Day - 8.g
Item Description: 2019.127) Authorization/Appropriation for Engineering Services/RiverWalk

Summary:

This Order authorizes execution of an contract amendment with Wright-Pierce for final design of the RiverWalk from Laconia Plaza to Pearl Street with the accompanying pedestrian connections.

Supporting Documentation:

Wright-Pierce proposal: Amendment No 1 to Agreement Between the City of Biddeford and Wright-Pierce for Engineering Services Associated with the Biddeford RiverWalk.

Key Terms:

None

Detailed Description:

The proposed parking structure development plan includes a $3,000,000 allocation for the RiverWalk from Laconia Plaza to Pearl Street with associated pedestrian connections. Construction-level plans and bid documents are required to construct this section of the RiverWalk.

Wright-Pierce (W-P) is the engineer of record for design of the RiverWalk to date. W-P is currently under contract with the City for preliminary design through to Elm Street. In order to expedite the final design to coordinate with the garage construction project. The City proposes to eliminate preliminary design work for RiverWalk section west of Pearl Street and apply resourced to completion of final design for the section through Pearl Street.

W-P estimates completion of the assigned scope of work to be $92,000. Eliminating the westerly section from preliminary design frees up $44,900 leaving a balance of $47,100 as reflected in the proposed Amendment 1.

Funding Source:

Funding for the project is proposed to be within the $3,000,000 allocation for the RiverWalk under the garage project. For accounting purposes expense will be charged to 10011-10162 Miscellaneous A/R.

AMENDMENT NO. 1

TO

AGREEMENT BETWEEN

THE CITY OF BIDDEFORD

AND

WRIGHT-PIERCE

FOR

ENGINEERING SERVICES ASSOCIATED WITH

BIDDEFORD RIVERWALK

AMENDMENT NO. 1
TO
AGREEMENT BETWEEN
THE CITY OF BIDDEFORD
AND
WRIGHT-PIERCE
FOR
ENGINEERING SERVICES ASSOCIATED WITH
BIDDEFORD RIVERWALK

This AMENDMENT made the _____day of October, 2019, by and between THE CITY OF BIDDEFORD, (hereinafter called CLIENT), and WRIGHT-PIERCE (hereinafter called ENGINEER).

WHEREAS, an Agreement was entered on November 15, 2017 between the CLIENT and ENGINEER, which Agreement is entitled *Engineering Services Associated with the Biddeford Riverwalk* (hereinafter referred to as AGREEMENT).

WHEREAS, CLIENT wishes ENGINEER to proceed with Design Development, design coordination in/around the Riverdam Mill complex and Permitting of portions of the Biddeford Riverwalk directly along the Saco River. It is our understanding that project related work will be coordinated with the City of Biddeford and the City's parking garage consultant, Sewall Company.

Design development shall include the following segments of the Biddeford Riverwalk:

- Segment A: Laconia Plaza Switchback
- Segment B: Saco Falls Boardwalk
- Lincoln Mill Sidewalk Connection (Lincoln Mill to York Street).

Design Coordination around the Riverdam Mill complex shall include the following segments:

- Segment C: Saco Falls Plaza
- Segment D: Riverdam Boardwalk (Saco Falls Plaza to Pearl Plaza Overlook)

Permitting shall include the following segments of the Biddeford Riverwalk:

- Segment A: Laconia Plaza Switchback
- Segment B: Saco Falls Boardwalk
- Segment C: Saco Falls Plaza
- Segment D: Riverdam Boardwalk (Saco Falls Plaza to Pearl Plaza Overlook)
- Lincoln Mill Sidewalk Connection (Lincoln Mill to York Street)

The CLIENT also wishes to eliminate the preliminary design work associated with Segment F – Spring Island Boardwalk and Connector, Segment G – Elm Street Crossing and Segment H – Diamond Street Connector and Boardwalk from the original agreement. Limited topographic

survey and conceptual plans have been prepared for these segments, however the CLIENT wishes to stop further design related work.

NOW, THEREFORE, in consideration of said AGREEMENT and other good and valuable considerations, it is hereby agreed and acknowledged by and between CLIENT and ENGINEER to amend the AGREEMENT as follows:

1. The AGREEMENT shall be amended to include this AMENDMENT, a copy of which shall be attached thereto and made a part thereof.

2. SECTION 1 – SCOPE OF SERVICES: ENGINEER will amend the original agreement and undertake the following additional tasks.

II. Design Development (Segments A, B, and Lincoln Mill Sidewalk Connection)

A. Design Development: Wright-Pierce will work with the City and finalize design plans and details associated for Segment A – Laconia Switchback, Segment B – Saco Falls Boardwalk and the Lincoln Mill Sidewalk Connection in preparation for future construction.

B. Utility and Lighting/Security Coordination: Wright-Pierce will work with the City and property owner to formalize review of existing utilities and define any further upgrades/updates to utility services and lighting concepts. It is assumed lighting will be completed in accordance with the City's "smart technology" upgrades and will be coordinated directly with City Staff/Electrician. Our design does not include an electrical design, only coordination on conduit needs/layout.

C. Materials and Amenities: We will coordinate with City Staff, Property Owners and Stakeholders to refine selection of materials and amenities for incorporation into the design along with landscape plantings (species, location, etc.). We anticipate one meeting in review of the materials and amenities with City Staff and Stakeholders to refine the materials pallet.

D. We will prepare a 90% set of design drawings, 90% cost estimate and associated technical specifications for review with City Staff and Property Owners. As we understand the work will be completed by the Parking garage contractor under their contract details, we do not anticipate the completion of a full project manual.

E. Following review by the City and Property Owners, we will finalize the Design Drawings and engineers estimate of probable construction costs.

F. Wright-Pierce will attend a Value Engineering meeting with the Parking garage contractor, City Staff and Sewall Company to review project design details and discuss opportunities for value engineering.

G. Meetings: The above scope assumes attendance at three (3) meetings with City Staff and two (2) meetings with Property Owner/stakeholders.

III. Design Coordination (Segments C and D)

A. Design Development: Wright-Pierce will work with the City and Riverdam Mill Owners to refine and finalize design related details associated with the portion of the Riverwalk in/around the Riverdam Mill building and Lincoln Mill area. Design coordination will include Riverwalk layout, materials, ADA connectivity and connectivity to the adjacent portions of the Riverwalk.

B. Meetings: The above scope assumes attendance at two (2) meetings with the City Staff and Riverdam property owner.

IV. Permitting (Segments A, B, C, D and Lincoln Mill Sidewalk Connection)

A. Permit Coordination: Wright-Pierce will finalize preliminary design plans associated with the above identified segments to prepare permit applications for portions of the Riverwalk along the Saco River. The permitting application will include Segments A and B (with design development elements). Segments C and D (portions of the Riverwalk in and around the Riverdam complex) will be based on preliminary design with the understanding that refinement of the design in/around the building may require a future amendment.

B. State and Federal Permitting: Wright-Pierce will move forward with acquisition of regulatory approvals for the proposed project. Work will include coordination on a pre-application meeting with the Maine Department of Environmental Protection (Maine DEP), Army Corps of Engineers (ACOE) and Saco River Corridor Commission (SRCC) to discuss the complete Biddeford Riverwalk project and specific design elements associated with the segments moving forward into Final Design and submittal of permitting application. Wright-Pierce will prepare permit application documents for submission to the regulatory agencies, attend a pre-submission meeting if required, coordinate with the regulatory agencies during the permit review process and respond to questions. It is assumed that the City will provide documentation of Right, Title and Interest and/or easements for submission of permit applications and application fees directly.

C. Local Permitting: We will coordinate with the Planning Department on local permit requirements and prepare local permit applications for review and approval. We would anticipate one meeting with planning staff and attendance at a planning board meeting, if required.

3. SCHEDULE: ENGINEER will proceed expeditiously with such tasks upon approval and direction from the City to move forward with Design Development and Permitting of the segments noted above. It is our understanding that we are looking to move forward into

permitting by late 2019 with final design details for contractor coordination by Spring 2020.

4. SECTION 2 – COMPENSATION: For Scope Items defined above in the Design Development (Segments A, B and Lincoln Mill Sidewalk), Design Coordination (Segment C and D), and Permitting (Segments A, B, C, D and Lincoln Mill Sidewalk), we recommend the City budget $92,000.

With removal of the preliminary design work associated with Segments F through H, the current budget remaining under the current agreement is $44,900. Therefore, the net increase in Amendment No. 1 would be $47,100. This is summarized below

Budget Estimate Summary

Budget Estimate *Design Development and Permitting*	$ 92,000
Budget Remaining *Elimination of Preliminary Design for Segments F, G and H from Original Scope*	$ 44,900
Net Increase – Amendment No 1 Fee	**$ 47,100**

This assumes fees associated with the submittal of permitting applications will be paid for by the City.

IN WITNESS WHEREOF, the parties hereto have made and executed this AMENDMENT to said AGREEMENT as of the day and year first above written.

CLIENT:	ENGINEER:
By: James A. Bennett	By: Ryan T. Wingard, PE
Title: City Manager	Title: Vice President
Date:	Date:

City of Biddeford

2019.128 IN BOARD OF CITY COUNCIL..NOVEMBER 19, 2019

BE IT ORDERED, that the City Council of the City of Biddeford does hereby authorize the City Manager to enter into an agreement with James W. Sewall Co in the amount of $47,570 for engineering services associated with long-term transportation planning and traffic study for the Elm Street, Pearl Street, Lincoln Street triangle.

Funding for the project will be covered under the Route 111 Mill Redevelopment TIF (Tax Increment Financing) at 31179-61012.

Meeting Date: November 19, 2019
Meeting Time: 6:00 p.m.

Agenda Item No: Orders of the Day - 8.h
Item Description: 2019.128) Authorization/Appropriation/Engineering Services with James W. Sewall Co/Traffic and Design of Lincoln/Pearl/Elm Intersections

Summary:

This Order authorizes execution of an agreement with James W. Sewall Co in the amount of $47,570 for engineering services associated with long-term transportation planning and traffic study for the Elm Street, Pearl Street, Lincoln Street triangle.

Supporting Documentation:

Sewall proposal dated November 14, 2019

Key Terms:

None

Detailed Description:

The proposed development of the 3 Lincoln Street site, Lincoln Mill, Riverdam Mill, proposed BEFitler projects and RiverWalk will affect interest in the area and by association impact traffic and pedestrian flow in the immediate area particularly at full buildout.

In order to understand the impact this development will have on local traffic flow and to mitigate negative impacts or enhance existing conditions it is prudent to begin a formal review for planning purposes.

The Order authorizes a long-term transportation planning and traffic study for the area within the Pearl St./Elm St./Lincoln St triangle and Elm/Main and Lincoln/Main intersections. The scope of work includes evaluation of existing conditions, analysis of future conditions and alternate intersection designs and options for improvements, such as roadway realignments, circulation limitations (one-way streets), the addition of turn lanes, changes to pedestrian access, traffic signal installation and roundabouts to address any long range identified deficiencies.

A report will be prepared summarizing the findings with detail on three preferred improvement options to include associated cost estimates, right of way impacts, utility impacts and opportunities for the creation of developable space. Other design options that are considered and dismissed will be detailed in the report only.

Funding Source:

Funding for the project will be covered under the Route 111 Mill Redevelopment TIF (Tax Increment Financing) at 31179-61012.

November 14, 2019

James A. Bennett, ICMA-CM
Biddeford City Manager
205 Main Street
Biddeford, Maine 04005

RE: PROPOSAL FOR LONG-TERM TRANSPORTATION PLANNING AND TRAFFIC STUDY FOR DOWNTOWN BIDDEFORD

Dear Mr. Bennett:

INTRODUCTION

James W. Sewall Company (Sewall) is pleased to submit to the City of Biddeford our proposal to provide transportation planning, traffic analysis and conceptual design for the triangle area outlined by Elm Street, Pearl Street and Lincoln Street in downtown. The catalyst for this effort is a number of development projects currently proposed in the Mill District, including a new parking facility, Lincoln Mill, Riverdam Mill, potential BE Fitler projects, RiverWalk improvements, infrastructure upgrades on Pearl Street itself and additional planned commercial development in the area of the new parking garage.

The study will examine existing traffic conditions and project future volumes and traffic conditions for the typical twenty-year design life. The study will evaluate current system constraints, alternate intersection configurations to address functional limitations including such options as roadway realignments, circulation limitations (one-way streets), the addition of turn lanes, changes to pedestrian access, traffic signal installation and roundabouts. The overall objective will be to provide for convenient and safe access to downtown parking and development sites while also enhancing traffic operations, pedestrian and bicycle access and amenities and the aesthetics of this vibrant and growing area.

STUDY AREA

Based upon information provided, it is assumed that there are adequate turning movement counts available from other recent traffic studies, such as the Riverdam project. The following intersections are within the defined study area or are in close proximity and will be impacted by potential improvements or modifications made within the triangular study area:

- Elm Street and Lincoln Street – primary study area
- Elm Street and Pearl Street – primary study area
- Lincoln and Pearl Street – primary study area
- Elm Street and Main Street – secondary study area
- Lincoln and Main Street – secondary study area

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EXISTING CONDITIONS ANALYSIS

The existing traffic data will be factored and compiled to obtain base (year 2020) volumes for the study area. Volumes for already approved but not yet fully occupied developments, such as Riverdam, will be added to the base volumes. Traffic analysis will be performed to determine existing operations, defined in terms of level of service, for two analysis periods; one of which will be the weekday PM peak hour.

FUTURE CONDITIONS ANALYSIS

Future traffic volumes will be projected to the year 2040. These future volumes will consider historical background traffic growth as well as the new volumes expected to be generated by planned reoccupation of the mill buildings and by new commercial development and shifts in parking due to the planned garage. It is expected that several capacity constraints will be identified by the future conditions analysis.

Hence, alternate intersection designs and options for improvements, such as roadway realignments, , circulation limitations (one-way streets), the addition of turn lanes, changes to pedestrian access, traffic signal installation and roundabouts will be considered to address the long range identified deficiencies. As appropriate the Sewall Team will perform warrant analyses for turn lanes and traffic signals to assure that the identified improvements options are warranted. Consideration will be given to pedestrians and bicycles so that any design will be reflective of the Complete Streets design concept.

MEETINGS

Sewall believes communication is of the utmost importance throughout design projects. A Sewall representative will attend two (2) planning meetings with City staff and one (1) City Council meeting to report study findings.

CONCEPT DESIGN & DOCUMENTATION

A summary memorandum will be prepared at the completion of the future conditions analysis. This memorandum will outline existing conditions and projected future conditions. The identified constraints will be detailed along with the alternative options for improvement.

A maximum of three (3) preferred options for improvement will be conceptually designed to a level suitable for public display and discussion. Other design options that are considered and dismissed will be detailed in the memorandum only. Preliminary impacts and considerations such as order of magnitude cost estimates, Right of Way impacts, utility impacts and creation of developable space will be prepared for the concept designs for planning purposes.

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PRICING

Sewall will provide the technical services described herein for the proposed fee amounts listed in the following table:

Task	Description	Contract Basis	Fee
1	Existing Conditions Analysis	Lump Sum	$6,750
2	Future Conditions Analysis	Lump Sum	$13,460
3	Meetings	Lump Sum	$4,700
4	Concept Design & Documentation	Lump Sum	$22,660
	TOTAL		**$47,570**

Payment is due within 30 days after the date of invoice and balances outstanding beyond these terms will accrue interest at the rate of 1.5% per month (18% per annum), or the legally permitted maximum if that rate is lower.

The prices and schedule listed above are valid for 60 days. If the City decides to proceed with the project after 60 days from the date of this proposal, Sewall reserves the right to review the cost estimate and schedule, and to make changes as needed.

Your notice to proceed can be a letter or purchase order that makes reference to this proposal, or a copy of this letter with an authorizing signature in the space provided below.

We look forward to the opportunity to work with the City of Biddeford on this project. If you have questions, or require further information, please do not hesitate to call my direct line at (207) 318-2166, or email me at diema@sewall.com.

Sincerely,
JAMES W. SEWALL COMPANY

Matthew C. Dieterich – *Executive Vice President*

Enclosures: Standard Conditions of Agreement

Accepted by: _____

Signature:_____Date:_____

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Standard Conditions of Agreement

RIGHT-OF-ENTRY

Unless otherwise agreed, Client will obtain and furnish right-of-entry on the land on which Project is to be sited, and on any adjacent land for which limited right-of-entry may be needed such as for reference measurements, drainage analysis or similar valid Project purposes. While Engineer will take all reasonable precautions to minimize damage to any property entered upon in pursuit of Project functions, it is understood by Client that in the normal course of the work some damage may occur, the correction of which is not part of this Agreement. If Engineer is required to restore the land to its former condition, this will be accomplished and the cost will be added to Engineer's fee.

STANDARD OF CARE

Services performed by Engineer under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. No other warranty, expressed or implied, is made.

OWNERSHIP OF DOCUMENTS & EQUIPMENT

All documents, including drawings, estimates, analyses, specifications, reports, field notes, computer hardware, software and other capital items acquired for the project, computer tapes/disks or other media, and data of every kind prepared or developed by the Engineer, are and shall remain the property of Engineer as instruments of service. Copies of such documents as are specifically described in the Agreement Scope will be furnished to Client in the quantities stipulated including, in behalf of Client, furnishing copies thereof to other parties for valid Project purposes. Copies of Project documents not specifically described in the Agreement Scope will be furnished to Client upon request, at cost of reproduction, to the extent such documents are necessary for valid Project-related purposes.

Client agrees that all documents furnished hereunder are solely for use in this Project and are not intended for use in other work of similar nature or for extensions of this Project. Any reuse without written verification or adaptation by Engineer for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to Engineer, or to Engineer's independent consultants and subcontractors, and Client shall indemnify and hold harmless Engineer and his associates from all claims, damages, losses and expenses including attorney's fees arising out of or resulting therefrom.

Client further agrees that all plans, specifications, reports and other instruments of service furnished to Client, or his agents, for which payment to Engineer is not made will be returned upon demand and will not be used by Client for any purpose whatsoever.
All original data, plans and documents furnished by Client to Engineer shall be returned to Client when so requested. In this event, Engineer shall be permitted to make copies of such documents as may be necessary for Project record purposes.

INSURANCE

Engineer is protected against most risks of liability exposure by Workmen's Compensation and General Liability Insurance in amounts Engineer deems to be adequate. Certificates of all such insurance will be furnished to Client upon written request. Within the limits and conditions of such insurance, Engineer agrees to indemnify and save Client harmless from and against loss, damage or liability arising from any negligent acts by Engineer, its agents and employees, and Engineer agrees to require similar insurance coverage by any independent consultants or subcontractors engaged by Engineer. Engineer shall not be responsible for any loss, damage, or liability beyond the amounts, limits and conditions of such insurance. Engineer shall not be responsible for any loss, damage, or liability arising from negligent acts by Client, its staff, agents, and other consultants engaged by it.

PROFESSIONAL LIABILITY

Engineer's liability for damages due to professional negligent acts, errors or omissions shall be limited to $50,000 or Engineer's fee, whichever is greater, in the aggregate to Client, Owner, and all construction contractors and subcontractors on the Project.

CLAIMS AGAINST ENGINEER

Client acknowledges that Engineer is a corporation and agrees that any claim made by Client arising out of any act or omission by any officer or employee of Engineer shall be made against Engineer and not against such officer or employee.

PAYMENTS TO ENGINEER

Engineer will submit invoices for progress payments at monthly or such other intervals as may be stipulated in the Agreement. Invoices will be sent by e-mail unless otherwise requested. Payment via ACH or wire transfer is preferred. Electronic payment instructions are attached. A late payment fee of 1 1/2% per month will be assessed on unpaid invoices beginning 30 days after invoice date. In event any such invoice remains unpaid after 30 days from invoice date, Engineer will further be entitled to suspend work until payment is received and such suspension shall not be deemed to constitute abrogation of the Agreement or grounds for claims of loss, damage or other liability due to delay.

In event payments are not received within 120 days after invoice date, Engineer shall be entitled to take any reasonable action or actions, including bringing suit to enforce payment, and shall additionally be entitled to recover all reasonable costs, including attorney's fees, incurred thereby.

ARBITRATION

With the exception of actions to recover payment as described in the preceding section, any and all claims, disputes, and other matters in question arising out of or relating to this Agreement or the breach thereof which is not disposed of by mutual agreement of the parties hereto shall be submitted to arbitration conducted and governed by the rules of the American Arbitration Association applicable to the Construction Industry in effect at the time of the execution of this Agreement. This agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law.

Should a Demand for Arbitration be submitted by any party to this Agreement, all parties shall have full right of discovery of books, documents, or other tangible things to the extent permitted by the Maine Rules of Civil Procedures.

ASSIGNS

Neither Client nor Engineer may delegate, assign, sublet or transfer its duties or interest in this Agreement without written consent of the other party.

TERMINATION

This Agreement may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party: Provided, that no such termination may be effected unless the other party is given (1) not less than 10 calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate and (2) an opportunity for consultation with the terminating party prior to termination.

If termination is effected by Client, an equitable adjustment in the price provided for in this Agreement shall be made, which shall include a reasonable profit for services or other work performed. The equitable adjustment of any termination shall provide for payment to Engineer for services rendered and expenses incurred prior to termination, in addition to termination settlement costs reasonably incurred by Engineer relating to commitments which had become firm prior to the termination.

Upon termination Client may take over the work and prosecute same to completion by agreement with another party or otherwise. Any work taken over by Client for completion will be completed at Client's risk, and Client will hold harmless Engineer from all claims and damages arising out of improper use of Engineer's work

City of Biddeford

2019.129 **IN BOARD OF CITY COUNCIL..NOVEMBER 19, 2019**

BE IT ORDERED, that the City Council of the City of Biddeford does hereby authorize the City Manager to enter into an agreement with James W. Sewall Co in the amount of $38,970 for engineering services associated with the redesign of Pearl Street.

Funding for the project will be covered under the Route 111 Mill Redevelopment TIF (Tax Increment Financing) at 31179-61012.

Finance & City Council

Meeting Date: November 19, 2019
Meeting Time: 6:00 p.m.

Agenda Item No: Orders of the Day - 8.i
Item Description: 2019.129) Authorization Design of Pearl Street

Summary:

This Order authorizes execution of an agreement with James W. Sewall Co for design services associated with reconstruction of Pearl Street at a cost of $38.970.

Supporting Documentation:

Sewall proposal dated November 14, 2019

Wright Pierce proposal dated November 4, 2019

Key Terms:

None

Detailed Description:

The proposed development of the 3 Lincoln Street site and planned CSO work with Pearl Street require consideration of improving Pearl Street from Lincoln Street to a point where it intersects with the Saco River.

Currently Pearl Street terminates at Smith Street, between the so-called Bugby Brown facility and the Counting House. From that point to the river the "street" in a compilation of ownerships and right-of-ways with no single entity having underlying ownership. With the planned development on and around the 3 Lincoln Street site and the planned RiverWalk, it is proposed that the City begin the process of creating a formal street with the intent of creating a cohesive streetscape from Lincoln Street to the river.

The first step is to create a reconstruction plan than can be discussed with the various parties with boundaries and utility layout. Once boundaries are defined and appropriate access rights established the final design will be completed to include any required permits.

Funding Source:

Funding for the project will be covered under the Route 111 Mill Redevelopment TIF (Tax Increment Financing) at 31179-61012.

November 14, 2019

James Bennett
City Manager
City of Biddeford
205 Main Street
Biddeford, ME 04005

RE: PROPOSAL FOR ENGINEERING SERVICES PEARL STREET RECONSTRUCTION

Dear Mr. Bennett:

INTRODUCTION

James W. Sewall Company (Sewall) is pleased to submit to the City of Biddeford our proposal to provide design services for the reconstruction of Pearl Street.

A number of development projects are currently proposed in the Mill District, including a new parking facility, Lincoln Mill, Riverdam Mill, potential BE Fitler projects, RiverWalk improvements, and infrastructure upgrades within Pearl Street itself. As a result, we understand the City intends to reconstruct Pearl Street from Elm Street to the easterly terminus near the Saco River in order to provide a formal streetscape including pedestrian accommodations.

We further understand that the utility work contemplated within Pearl Street includes a sewer force main and gravity sewer main as well as an adjacent pump station to serve the wastewater needs of the area and to help meet the City's objectives pertaining to their combined sewer overflow (CSO) program. However, it is our understanding that this utility design work will be performed by a separate consultant firm. Sewall is prepared to closely coordinate our Pearl Street design with the utility infrastructure efforts.

PROJECT APPROACH & SCOPE OF SERVICES

The following Scope of Services summarizes the major tasks we believe to be necessary in completing the design for the proposed Pearl Street reconstruction project.

Initial Project Scoping Meeting

Sewall believes communication is of the utmost importance throughout design projects. Prior to beginning any significant design effort, Sewall will meet with City officials to discuss project objectives and to conduct a field visit of the project area and go over the critical issues that need to be incorporated into the project design. At this meeting we expect to discuss the limits of the overall project, existing street condition, anticipated pedestrian accommodations including ADA compliance, potential right-of-way (ROW) issues, drainage concerns, and existing elements and/or challenges that need to be addressed with the design. We also expect that identifying all project stakeholders is crucial at this meeting so that as many concerns as

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practical can be incorporated within the design. We believe that this initial meeting will be beneficial in getting the project off to an efficient start.

Topographic Survey
We understand the City is in the process of obtaining topographic survey and utility information. Sewall will utilize this data to prepare a base plan for our design. We also understand that the City will determine right-of-way (ROW), adjacent boundary information, and coordinate necessary easements.

Subsurface Investigation
Sewall will coordinate with the City to observe test pits. This will allow us to evaluate existing base/subbase/ subgrade conditions within the street visually. Should questionable material be encountered, a formal geotechnical evaluation may be warranted. However, for the purposes of this proposal, we have assumed this will not be required and that the typical street cross section will be based upon the City of Biddeford's ordinance requirements as well as typical engineering judgement. It is assumed the City will provide the equipment and personnel to perform this field work and will also be responsible for contacting Dig Safe.

Preliminary Design
We will prepare preliminary design plans based on applicable City ordinances. We anticipate improvements to Pearl Street will include full reconstruction requiring design of a box cut to install subbase and base aggregates, design of a stormwater drainage system (catch basins & underdrains), and paving full depth hot mix asphalt. Sewall will utilize stormwater modeling software to determine stormwater pipe sizes.

Sewall will review the existing conditions to determine appropriate locations for sidewalks and to determine compliance with the Americans with Disabilities Act (ADA). Efforts will be made during the design process to keep permanent improvements and construction impacts within the existing right of way limits such that the need for temporary and permanent easements can be minimized or eliminated.

The location of existing utilities will also be considered during design and we will try to avoid the need for utility relocation. Sewall will coordinate with existing utilities during this process.

During the design process, the safety of the users will be given the highest priority when considering locations where pedestrian and vehicle traffic may co-exist. Sidewalks and crosswalk locations and the number of crosswalks will be reviewed to ensure appropriate visibility for pedestrians, bicyclists, and motor vehicles. We assume that street lighting information such as fixture types, locations, and conduit requirements will be provided by the City. Sewall will depict this information on the design plans.

To the extent practicable, Sewall will review and coordinate the preliminary design with available property development plans for adjacent properties. This will help to meet the City's objectives of reconstructing Pearl Street while providing for appropriate access to abutting developments.

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A preliminary plan of the improvements will be created in sufficient detail to define project intent, show project limits, and demonstrate impacts. The proposed street and sidewalks and the limits of impacts will be shown on the plans. The plan will be submitted to the City for review and comment. In addition, Sewall will prepare a preliminary opinion of probable construction cost (OPC). Cost estimates will be based on available bid result data.

Environmental Permitting
Based on the current conditions of the street, we do not anticipate the need for Maine Department of Environmental Protection (MaineDEP) Site Law or Stormwater permitting. However, given the proximity of the project to the Saco River (less than 75 ft.), we have assumed that a Natural Resource Protection Act (NRPA) permit by rule will be required. In addition, Sewall will prepare the necessary materials/application for City Planning Department requirements.

Final Design, Construction Documents, and Probable Construction Cost Estimate
In this phase, we will further modify our design and adjust plans to reflect mutually agreed upon changes that may be a result of City input and/or utility requests. Sewall will monitor changes to the construction cost estimates during this phase to communicate budget concerns with the City.

We will create Construction Documents including: cover sheet, typical sections, general notes, plan and profile sheets, drainage, and cross-section sheets at 50-foot intervals and at critical locations such as driveways/entrances. Technical specifications will also be prepared at this time.

Final quantities and a probable construction cost estimate will be generated using available as-bid unit prices. Although Sewall will regularly communicate with the City about cost estimates during the design phase, we are also available to develop construction scopes of work that potentially phase work, reduce overall scope, or re-assess estimates to ensure the project is viable.

The completion of this phase of work will culminate with the development of the final Plans, Specifications, and Estimate (PS&E) package. Plans and specifications will be stamped by a Professional Engineer licensed in the State of Maine and will be suitable for public bidding for construction.

Project Meetings
We anticipate having meetings with the City and appropriate stakeholders to review the project and to address project concerns. We anticipate one (1) meeting during preliminary design and an additional meeting during final design. We feel this is an important aspect to maintain quality communications between Sewall and the City.

Bidding
Sewall will oversee the bidding process including distributing plans and specifications and responding to questions. In addition, we propose to distribute addenda (if required), assist the City at bid opening, review

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bids for compliance, prepare a bid tabulation, provide a letter of recommendation, and prepare construction contract documents and oversee their review and execution by all parties.

CAVEATS/EXCEPTIONS

Traffic and intersection analysis as well as traffic control plans and construction phasing are not included in our scope of services. Sewall will coordinate with the firm responsible for designing the gravity sewer and force main but will not be responsible for the design aspects of these utilities. In addition, Sewall will coordinate with adjacent developers based on information they provide, but design of these potential developments are not included in our scope of services.

SCHEDULE

The following is a preliminary schedule of the time required to complete the major tasks as outlined within this proposal along with tentative completion dates. Given our scheduled workload, Sewall has the capacity to complete projects in a timely manner. This schedule assumes the receipt of survey data and a notice to proceed in late November 2019.

Task	Duration	Tentative Date of Completion
Initial Project Scoping Meeting	1 Day	Early Dec. 2019
Base Plan Development	2 Weeks	Mid-Dec. 2019
Preliminary Design Plans/Prelim Cost Estimate	6 Weeks	Late Jan. 2020
City Review	2 Weeks	Mid-Feb. 2020
Final Plans/Specifications/Cost Estimate	6 Weeks	Late March 2020
Bidding	3 Weeks	Late April 2020

PRICING

Sewall will provide the technical services described herein for the proposed fee amounts listed in the following table:

Task	Description	Contract Basis	Fee
1	Scoping Meeting, Base Plan Development, & Subsurface Investigation	Lump Sum	$4,625
2	Preliminary Design & Environmental Permitting	Lump Sum	$18,975
3	Final Plans, Specifications, and Estimate	Lump Sum	$11,800
4	Bidding	Lump Sum	$3,575
	TOTAL		**$38,975**

Permitting application fees are not included in our pricing table.

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Payment is due within 30 days after the date of invoice and balances outstanding beyond these terms will accrue interest at the rate of 1.5% per month (18% per annum), or the legally permitted maximum if that rate is lower.

The prices and schedule listed above are valid for 60 days. If the City decides to proceed with the project after 60 days from the date of this proposal, Sewall reserves the right to review the cost estimate and schedule, and to make changes as needed.

Your notice to proceed can be a letter or purchase order that makes reference to this proposal, or a copy of this letter with an authorizing signature in the space provided below.

We look forward to the opportunity to work with the City of Biddeford on this project. If you have questions, or require further information, please do not hesitate to call my direct line at (207) 817-5444, or email me at harb@sewall.com.

Sincerely,
JAMES W. SEWALL COMPANY

Brett Hart, PE – *Vice President of Engineering*

Enclosures: Standard Conditions of Agreement

Accepted by: _____

Signature:_____Date:_____

(190259 Pearl Street)

A TFIC Company
136 Center Street · PO Box 433 · Old Town, Maine 04468 · +1.207.827.4456 · sewall.com · info@sewall.com

Standard Conditions of Agreement

RIGHT-OF-ENTRY

Unless otherwise agreed, Client will obtain and furnish right-of-entry on the land on which Project is to be sited, and on any adjacent land for which limited right-of-entry may be needed such as for reference measurements, drainage analysis or similar valid Project purposes. While Engineer will take all reasonable precautions to minimize damage to any property entered upon in pursuit of Project functions, it is understood by Client that in the normal course of the work some damage may occur, the correction of which is not part of this Agreement. If Engineer is required to restore the land to its former condition, this will be accomplished and the cost will be added to Engineer's fee.

STANDARD OF CARE

Services performed by Engineer under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. No other warranty, expressed or implied, is made.

OWNERSHIP OF DOCUMENTS & EQUIPMENT

All documents, including drawings, estimates, analyses, specifications, reports, field notes, computer hardware, software and other capital items acquired for the project, computer tapes/disks or other media, and data of every kind prepared or developed by the Engineer, are and shall remain the property of Engineer as instruments of service. Copies of such documents as are specifically described in the Agreement Scope will be furnished to Client in the quantities stipulated including, in behalf of Client, furnishing copies thereof to other parties for valid Project purposes. Copies of Project documents not specifically described in the Agreement Scope will be furnished to Client upon request, at cost of reproduction, to the extent such documents are necessary for valid Project-related purposes.

Client agrees that all documents furnished hereunder are solely for use in this Project and are not intended for use in other work of similar nature or for extensions of this Project. Any reuse without written verification or adaptation by Engineer for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to Engineer, or to Engineer's independent consultants and subcontractors, and Client shall indemnify and hold harmless Engineer and his associates from all claims, damages, losses and expenses including attorney's fees arising out of or resulting therefrom.

Client further agrees that all plans, specifications, reports and other instruments of service furnished to Client, or his agents, for which payment to Engineer is not made will be returned upon demand and will not be used by Client for any purpose whatsoever.
All original data, plans and documents furnished by Client to Engineer shall be returned to Client when so requested. In this event, Engineer shall be permitted to make copies of such documents as may be necessary for Project record purposes.

INSURANCE

Engineer is protected against most risks of liability exposure by Workmen's Compensation and General Liability Insurance in amounts Engineer deems to be adequate. Certificates of all such insurance will be furnished to Client upon written request. Within the limits and conditions of such insurance, Engineer agrees to indemnify and save Client harmless from and against loss, damage or liability arising from any negligent acts by Engineer, its agents and employees, and Engineer agrees to require similar insurance coverage by any independent consultants or subcontractors engaged by Engineer. Engineer shall not be responsible for any loss, damage, or liability beyond the amounts, limits and conditions of such insurance. Engineer shall not be responsible for any loss, damage, or liability arising from negligent acts by Client, its staff, agents, and other consultants engaged by it.

PROFESSIONAL LIABILITY

Engineer's liability for damages due to professional negligent acts, errors or omissions shall be limited to $50,000 or Engineer's fee, whichever is greater, in the aggregate to Client, Owner, and all construction contractors and subcontractors on the Project.

CLAIMS AGAINST ENGINEER

Client acknowledges that Engineer is a corporation and agrees that any claim made by Client arising out of any act or omission by any officer or employee of Engineer shall be made against Engineer and not against such officer or employee.

PAYMENTS TO ENGINEER

Engineer will submit invoices for progress payments at monthly or such other intervals as may be stipulated in the Agreement. Invoices will be sent by e-mail unless otherwise requested. Payment via ACH or wire transfer is preferred. Electronic payment instructions are attached. A late payment fee of 1 1/2% per month will be assessed on unpaid invoices beginning 30 days after invoice date. In event any such invoice remains unpaid after 30 days from invoice date, Engineer will further be entitled to suspend work until payment is received and such suspension shall not be deemed to constitute abrogation of the Agreement or grounds for claims of loss, damage or other liability due to delay.

In event payments are not received within 120 days after invoice date, Engineer shall be entitled to take any reasonable action or actions, including bringing suit to enforce payment, and shall additionally be entitled to recover all reasonable costs, including attorney's fees, incurred thereby.

ARBITRATION

With the exception of actions to recover payment as described in the preceding section, any and all claims, disputes, and other matters in question arising out of or relating to this Agreement or the breach thereof which is not disposed of by mutual agreement of the parties hereto shall be submitted to arbitration conducted and governed by the rules of the American Arbitration Association applicable to the Construction Industry in effect at the time of the execution of this Agreement. This agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law.

Should a Demand for Arbitration be submitted by any party to this Agreement, all parties shall have full right of discovery of books, documents, or other tangible things to the extent permitted by the Maine Rules of Civil Procedures.

ASSIGNS

Neither Client nor Engineer may delegate, assign, sublet or transfer its duties or interest in this Agreement without written consent of the other party.

TERMINATION

This Agreement may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party: Provided, that no such termination may be effected unless the other party is given (1) not less than 10 calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate and (2) an opportunity for consultation with the terminating party prior to termination.

If termination is effected by Client, an equitable adjustment in the price provided for in this Agreement shall be made, which shall include a reasonable profit for services or other work performed. The equitable adjustment of any termination shall provide for payment to Engineer for services rendered and expenses incurred prior to termination, in addition to termination settlement costs reasonably incurred by Engineer relating to commitments which had become firm prior to the termination.

Upon termination Client may take over the work and prosecute same to completion by agreement with another party or otherwise. Any work taken over by Client for completion will be completed at Client's risk, and Client will hold harmless Engineer from all claims and damages arising out of improper use of Engineer's work

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November 4, 2019

Mr. Jeff Demers, Public Works Director
City of Biddeford
371 Hill Street
Biddeford, Maine 04005

SUBJECT: Proposal for Engineering and Design Services
Pearl Street, Biddeford Maine

Dear Mr. Demers,

We appreciate the opportunity to assist you and the City of Biddeford with design and engineering services associated with the rehabilitation of Pearl Street. As discussed during our site walk on October 24, 2019, we understand the City is currently looking at utility upgrades along Pearl Street extending from Elm Street to the dead end. With current on-going projects in/around the area including the proposed parking garage, Riverwalk extension, and redevelopment of adjacent properties, including but not limited to, the Lincoln Mill and 3 Lincoln Mill property, we understand the City of Biddeford has the responsibility to reconstruct Pearl Street to include a defined roadway and sidewalk. This redevelopment will need to integrate the design of these adjacent properties into the Pearl Street reconstruction along with site utilities.

In addition, the City would like to incorporate a sewer pump station and associated force main and gravity sewer to service the area and accomplish goals linked with their Combined Sewer Overflow (CSO) program. While the design and engineering services associated with the pump station are not included in this scope of services, the Pearl Street project will need to be completed in close coordination with efforts associated with the gravity sewer and force main design.

Scope of Services

Based on our project understanding we have prepared the following scope of services to assist the City in design of the Pearl Street reconstruction project.

Task 1 - Preliminary Design

Wright-Pierce will assimilate existing conditions information, design details for abutting projects to prepare preliminary design plans and cost estimates. Key tasks for this effort would include:

- Kick-off Meeting: Wright-Pierce will conduct a "kick-off" meeting with the City of Biddeford to confirm project goals, constraints and schedule, and to establish a clear means of project communications. This meeting will review abutting property designs and options for the roadway and sidewalk construction.
- Topographic Survey: A topographic/utility survey will be completed to develop baseline drawings showing existing conditions within the proposed areas of work. We understand the City will have the responsibility

to assimilate existing survey information and perform site survey updates to address holes/gaps in the existing available data. We have assumed that boundary information and easement coordination will be completed by the City of Biddeford. Wright-Pierce will review the survey information and submit requests for clarification to the City for action.

- Subsurface Exploration: It is anticipated subsurface data gathering will include test pits to confirm depth and existing roadway construction materials. Wright-Pierce will coordinate with the City to mark out and oversee test pit activities. It is assumed the City will dig-safe the exploration locations and perform geotechnical evaluation.
- Preliminary Design Phase: Upon receipt of the existing conditions information, Wright-Pierce will move into the Preliminary design phase. This work shall include:
  - Preliminary Design: Wright-Pierce will prepare preliminary design plans and details once the survey is complete. Preliminary design will include review of roadway, sidewalk and infrastructure and development of typical cross-sections. These details will be reviewed and discussed with the City for concurrence and approval.
  - Preliminary Plans: The preliminary design will be compiled and depicted on an engineering plan set. The plan set will include existing conditions plans, utility plans with road profiles, layout plans, grading plans and road cross sections, as well as the required construction notes and details.
  - Utility Coordination: Adjustments to pavement/sidewalk width, grading or certain drainage improvements may result in impacts to utilities not owned or managed by the City of Biddeford (i.e. electric, cable, tv, internet and/or natural gas). We will undertake utility location early in the design process to gather accurate utility information, address any potential relocation needs and/or utilities that expect replacement soon, and utilities that may need to be relocated as a result of the proposed project.
  - Lighting and Security Coordination: Wright-Pierce will consult with the City regarding proposed street lighting and security needs. It is assumed that the fixture selection, spacing and conduit requirements will be provided by the City to incorporate into the project design.
  - Cost Estimates: Wright-Pierce will prepare engineers estimate of construction costs for the 75% and 100% design submissions. Construction cost estimates will be based on standard costs and previous work
  - Project Design Meetings: Wright-Pierce will attend project design meetings to review the project progress and ensure the project related details are being discussed/addressed. For the purpose of this proposal, we have assumed up to two (2) meetings will be needed with City staff and have included in our budget time for up to two (2) smaller, more focused meetings with specific property owners/stakeholders to discuss the project integration.

Task 2 – Final Design and Permitting

Following acceptance of the preliminary design and revised construction estimate, Wright-Pierce will move into Final Design. Key tasks for this effort would include:

- Final Plans and Specifications: Prepare construction Contract Documents in the form of final Drawings and Specifications.
- Finalize the Bidding Documents in response to the City's comments, as appropriate, and furnish the final Bidding Documents. We will provide 2 hardcopies and an electronic copy in PDF format.
- Permitting: Based on the location of the upgrades and improvements, we have assumed local permitting thru the Planning Department may be required, and depending on the limits of the project, a NRPA permit by rule for work within 75-feet of the Saco River. Wright-Pierce will prepare necessary permit applications for review and approval.

Task 3 – Bidding Services

Following of acceptance of the final design we will support the City during advertisement and procurement of bids for construction

Bidding services will include:

- Advertising for bids in appropriate newspapers and bidding services
- Distributing drawings and specifications to prospective bidders
- Maintaining a record of prospective bidders to whom bidding documents were issued
- Responding to bidders' questions
- Preparing for and attending a pre-bid conference (if requested)
- Preparing and issuing addenda to the bid documents
- Attending the bid opening
- Preparing a tabulation of bids
- Evaluating bids
- Preparing a letter of recommendation regarding award of the contract

Budget Estimate

For the Scope of Services detailed above, we have prepared the following budget for each task individually for a total budget estimate as noted below.

Task		**Budget Estimate**
Task 1	Preliminary Design	$23,000 - $25,000
Task 2	Final Design	$9,500 - $10,500
Task 3	Bidding Services	$3,500 - $4,000
	Total Budget Estimate	**$ 36,000 - $39,500**

This budget estimate is based on our project understanding. Should available information or data change from the above noted assumptions, we will coordinate with the City immediately to discuss any necessary adjustments to the scope and/or fee.

Schedule

Wright-Pierce is available to begin within 2-3 weeks upon authorization to proceed and receipt of the existing conditions base plan information from the City. We would move forward with preliminary layout options integrating abutting property designs and City requirements for discussion with City staff.

We anticipate preliminary design and cost estimates to be available within 2 months after the kick-off/coordination meeting.

We appreciate being considered for this opportunity and look forward to coordinating on this project in the future or answering any questions you may have.

Sincerely,
WRIGHT-PIERCE

Stephanie Hubbard, PE
Project Manager
stephanie.hubbard@wright-pierce.com

Ryan T. Wingard, PE
Vice President
ryan.wingard@wright-pierce.com

EXHIBIT A

SCHEDULE OF TERMS AND CONDITIONS

FOR

AGREEMENT BETWEEN

CITY OF BIDDEFORD

AND

WRIGHT-PIERCE

EXHIBIT A
SCHEDULE OF TERMS AND CONDITIONS
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EXHIBIT A - SCHEDULE OF TERMS AND CONDITIONS
(CLIENT IS OWNER)

1.0 Standard of Care

The standard of care for all professional engineering and related services performed or furnished by ENGINEER under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under similar conditions at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's services.

2.0 Client's Responsibilities

Except as otherwise provided in this Agreement, CLIENT shall do the following in a timely manner as requested by ENGINEER and shall bear all costs incident thereto:

2.1. Designate in writing a person to act as CLIENT's representative with respect to the services to be performed or furnished by ENGINEER under this Agreement. Such person will have complete authority to transmit instructions, receive information, interpret and define CLIENT's policies and decision with respect to ENGINEER's services for the Project.

2.2. Provide all criteria and full information as to CLIENT's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations, and furnish copies of all design and construction standards which CLIENT will require to be included in the Drawings and Specifications.

2.3. Assist ENGINEER by placing at ENGINEER's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project as requested by ENGINEER.

2.4. Arrange for access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform services under this Agreement.

2.5. Provide approvals and permits from all governmental authorities having jurisdiction to approve the portions of the Project designed or specified by ENGINEER and such approvals and consents from others as may be necessary for completion of such portions of the Project.

2.6. Give prompt written notice to ENGINEER whenever CLIENT observes or otherwise becomes aware of any development that affects the scope or time of performance or furnishing of ENGINEER's services, or any defect or nonconformance in ENGINEER's services or in the work of any Contractor.

3.0 Reuse of Documents, Records

3.1. Documents are Instruments of ENGINEER's Service

All documents including Drawings and Specifications provided or furnished by ENGINEER (or ENGINEER's Consultants) pursuant to this Agreement are instruments of service in respect of the Project, and ENGINEER and ENGINEER's Consultants, as appropriate, shall retain an ownership and property interest therein (including the right of reuse by and at the discretion of ENGINEER and ENGINEER's Consultants, as appropriate) whether or not the Project is completed.

CLIENT may make and retain copies of documents for information and reference in connection with the use and occupancy of the Project by CLIENT. Such documents are not intended or represented to be suitable for reuse by CLIENT or others on extensions of the Project or on any other project.

Any such reuse, or modification, without written verification or adaptation by ENGINEER and ENGINEER's Consultants, as appropriate, for the specific purpose intended will be at CLIENT's sole risk and without liability or legal exposure to ENGINEER, or to ENGINEER's Consultants, and CLIENT shall indemnify and hold harmless ENGINEER and ENGINEER's Consultants from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle ENGINEER to further compensation at rates to be agreed upon by CLIENT and ENGINEER.

3.2. Records Retention/Access to Records.

ENGINEER will retain pertinent records relating to the services performed under this Agreement for a period of three (3) years following completion of the services, during which period the records will be made available to CLIENT at ENGINEER's office during normal business hours with reasonable advance notice. Copies will be prepared by ENGINEER for CLIENT for reasonable cost of reproduction and associated labor.

3.3. Electronic Transmittals

CLIENT and ENGINEER may transmit, and shall accept, project-related correspondence, documents, data, drawings, specifications in electronic media or digital format either directly or through access to a secure file transfer protocol. The method of electronic transmittal will be by a mutually agreeable protocol.

CLIENT and ENGINEER make no representations as to the long-term compatibility, usability, or readability of the item resulting from the recipient's use of software applications, operating systems or computer hardware differing from those used by the transmitter.

CLIENT acknowledges that electronic data is changeable. CLIENT acknowledges that any revisions made to electronic data and any consequences of its direct or indirect use by the CLIENT or its agents are beyond the control of the ENGINEER. The ENGINEER cannot be held responsible for software errors, for deterioration of data due to aging, damage to the computer disk, or for failure of the data to respond as intended if used with software and/or operating systems other than those on which it was developed. The original document maintained by the ENGINEER shall be the controlling document.

4.0 Third Party Information

CLIENT acknowledges and agrees that ENGINEER may solicit and reasonably rely on third party information essential and relative to the performance of ENGINEER's duties created and addressed by this Agreement whenever such information is under the control of a third party; and, ENGINEER will not be responsible or liable for the direct or indirect consequences of its reliance on such third party information. Examples of the type of third party information addressed above include, but are not limited to, any information within the control of any of the following: a public, quasi-public or private utility; a governmental body, agency or government (federal, state or local); water and/or sewer facility, district or entity; or, an agent or employee of CLIENT.

5.0 Estimates of Cost

Since ENGINEER has no control over the cost of labor, materials or equipment or over Contractor(s)' methods of determining prices, or over competitive bidding or market conditions, its estimate of probable project costs provided for herein are to be made on the basis of its experience and qualifications and represent its professional judgment as a design professional familiar with the construction industry, but ENGINEER cannot and does not guarantee that proposals, bids or the project costs will not vary from its estimate of probable costs. If, prior to the Bidding or Negotiating Phase, CLIENT wishes greater assurance as to the project costs, CLIENT shall employ an independent cost estimator. Engineering services to modify the Contract Documents to bring the project costs within any limitation established by CLIENT will be considered Additional Services and paid for as such by CLIENT.

The construction cost of the entire Project (herein referred to as "Construction Cost") means the total cost to construct the project including furnishing and installing all equipment and materials, but it will not include ENGINEER's compensation and expenses, the cost of land, right-of-way, or compensation for or damages to properties unless this Agreement so specifies, nor will it include CLIENT's legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project.

6.0 Allocation of Risks

6.1. ENGINEER shall Indemnify CLIENT from Claims caused by ENGINEER's Negligence

To the fullest extent permitted by law, ENGINEER shall indemnify and hold harmless CLIENT, CLIENT's officers, directors, partners, and employees from and against any and all costs, losses and damages (including but not limited to reasonable attorneys' fees and all court or other dispute resolution costs) arising from claims by third parties, to the extent caused by the negligent acts, errors or omissions of ENGINEER or ENGINEER's officers, directors, partners, employees, agents and ENGINEER's Consultants in the performance and furnishing of ENGINEER's services under this Agreement.

6.2. CLIENT shall Indemnify ENGINEER from Claims caused by CLIENT's Negligence

To the fullest extent permitted by law, CLIENT shall indemnify and hold harmless ENGINEER, ENGINEER's officers, directors, partners, and employees and ENGINEER's Consultants from and against any and all costs, losses and damages (including but not limited to reasonable attorney' fees and court or other dispute resolution costs) arising from claims by third parties, to the extent caused by the negligent acts, errors or omissions of CLIENT or CLIENT's officers, directors, partners, employees, agents and CLIENT's consultants with respect to this Agreement or the Project.

6.3. CLIENT shall Indemnify ENGINEER from Claims caused by Hazardous Waste

In addition to the indemnity provided under Paragraph 6.2 of this Schedule, and to the fullest extent permitted by law, CLIENT shall indemnify and hold harmless ENGINEER and its officers, directors, partners, and employees and ENGINEER's Consultants from and against all claims, costs, losses, and damages (including but not limited to reasonable attorneys' fees and court or other dispute resolution costs) caused by, arising out of or relating to the presence, discharge, release or escape of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material at, on, under or from the Project site.

6.4. ENGINEER's Liability Limited to Amount of Insurance Proceeds Paid

Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, the total liability, in the aggregate, of ENGINEER and ENGINEER's officers, directors, partners, employees, agents and ENGINEER's Consultants, and any of them, to CLIENT and anyone claiming by, through or under CLIENT, for any and all claims, losses, costs or damages whatsoever arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract or warranty express or implied of ENGINEER or ENGINEER's officers, directors, partners, employees, agents or ENGINEER's Consultants or any of them (hereafter "CLIENT's Claims"), shall not exceed the total insurance proceeds paid up to the limits required in Section 7.1 on behalf of or to ENGINEER by ENGINEER's insurers in settlement or satisfaction of CLIENT's Claims under the terms and conditions of ENGINEER's insurance policies applicable thereto (excluding fees, costs and expenses of investigation, claims adjustment, defense and appeal). If no such insurance coverage is recovered with respect to CLIENT's Claims, then the total liability, in the aggregate, of ENGINEER and ENGINEER's officers, directors, partners, and employees and ENGINEER's Consultants and any of them to CLIENT and anyone claiming by, through or under CLIENT, for any and all such uninsured CLIENT's Claims shall not exceed the ENGINEER's fee or $100,000, whichever is less.

6.5. Exclusion of Special, Incidental, Indirect and Consequential Damages

To the fullest extent permitted by law, and notwithstanding any other provision in the Agreement, ENGINEER and ENGINEER's officers, directors, partners, employees, agents and ENGINEER's Consultants shall not be liable to CLIENT or anyone claiming by, through or under CLIENT for any special, incidental, indirect or consequential damages whatsoever, arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes, including but not limited to any such damages caused by the negligence, professional errors or omissions, strict liability, breach of contract or warranty express or implied of ENGINEER or ENGINEER's officers, directors, partners, employees, agents or ENGINEER's Consultants, or any of them.

6.6. Limitation of ENGINEER's Liability on Comparative Negligence Basis

To the fullest extent permitted by law, ENGINEER's total liability to CLIENT and anyone claiming by, through or under CLIENT for any claim, cost, loss or damages caused in part by the negligence of ENGINEER and in part by the negligence of CLIENT or any other negligent entity or individual, shall not exceed the percentage share that ENGINEER's negligence bears to the total negligence of CLIENT, ENGINEER and all other negligent entities and individuals determined on the basis of comparative negligence principles. CLIENT further agrees to hold harmless ENGINEER against any such claim, cost, loss or damages but only to the extent of the percentage share that CLIENT's negligence bears to the total negligence of CLIENT, ENGINEER and all other negligent entities and individuals determined on the basis of comparative negligence principles.

7.0 Insurance

7.1. ENGINEER's Insurance

ENGINEER shall procure and maintain insurance for protection from claims under workers' compensation acts, claims for damages because of bodily injury including personal injury, sickness or

disease or death of any and all employees or of any person other than such employees, from claims or damages because of injury to or destruction of property, and from professional liability claims due to ENGINEER's negligent acts, errors or omissions. Upon request, ENGINEER shall list CLIENT as an additional insured on ENGINEER's general liability insurance policy, and shall provide CLIENT with a copy of the Certificate of Insurance.

As long as it remains commercially available, ENGINEER shall procure and maintain the following insurance coverage:

A. Worker's Compensation: Statutory Limits.
B. Employer's Liability: $500,000 per Accident and $500,000 per Disease per Employee.
C. Commercial General Liability, including Bodily Injury and Property Damage: $1,000,000 occurrence and $2,000,000 aggregate.
D. Commercial Automobile Liability, including owned, hired and non-owned vehicles: Combined Single Limit of $1,000,000 per accident.
E. Excess Umbrella Liability: $5,000,000 per occurrence and $5,000,000 aggregate over the Employer's, Commercial General and Commercial Auto Liability.
F. Professional Liability Insurance: $1,000,000 per claim and $3,000,000 annual aggregate.

7.2. CLIENT's Insurance and Contractor's Insurance

CLIENT shall list ENGINEER and ENGINEER's Consultants as additional insureds on any general liability or property insurance policies carried by CLIENT that are applicable to the Project. CLIENT shall require Contractor to purchase and maintain general liability and other insurance as specified in the Contract Documents and to list ENGINEER and ENGINEER's Consultants as additional insureds with respect to such liability, property and other insurance purchased and maintained by Contractor. All policies of property insurance shall contain provisions to the effect that ENGINEER and ENGINEER's Consultants' interests are covered and that in the event of payment of any loss or damage the insurers will have no rights of recovery against the insured or any additional insureds thereunder.

7.3. Additional Insurance

At any time, CLIENT may request that ENGINEER, at CLIENT's sole expense, provide additional insurance coverage. If so requested by CLIENT, and if commercially available, ENGINEER shall obtain and shall require ENGINEER's Consultants to obtain such additional insurance coverage, different limits or revised deductibles, for such periods of time as requested by CLIENT, at CLIENT's sole expense.

8.0 Subsurface Conditions

8.1 Interpretations and Recommendations Based Solely on Information Available.

CLIENT recognizes that subsurface conditions may vary from those encountered at the location where borings, surveys, or explorations are made by the ENGINEER or ENGINEER's geotechnical Consultant, and that the data, interpretations and recommendations of the ENGINEER or geotechnical Consultant are based solely on the information available to it. The ENGINEER or geotechnical Consultant will be responsible for those data, interpretations, and recommendations, but neither shall be responsible for the interpretation by others of the information developed.

8.2 Utilities

In the prosecution of its work, the ENGINEER, and its Consultants will take reasonable precautions to avoid damage or injury to subterranean structures or utilities. CLIENT agrees to release, indemnify, and hold the ENGINEER, and its Consultants harmless for any damage to subterranean structures or utilities and for any impact this damage may cause where the subterranean structures or utilities are not called to the ENGINEER, and its Consultants' attention or are not correctly shown on the plans furnished.

9.0 Independent Contractors

It is understood and agreed that all contractors and Consultants engaged by the ENGINEER are independent contractors of the ENGINEER and not employees or agents of the ENGINEER; and ENGINEER shall have no right, duty or obligation to direct or control the means, methods or techniques of any such contractors and consultants.

10.0 Compensation

10.1. Direct Labor Costs

Direct Labor Costs means the hourly wages paid to ENGINEER's personnel. For salaried personnel, the imputed direct hourly rate shall be the weekly salary divided by 40.

10.2. Standard Billing Rates

ENGINEER's Standard Billing Rates mean Direct Labor Costs times ENGINEER's Standard Multiplier that is based on ENGINEER's standard and customary overhead rate and profit. Standard Multiplier will be adjusted as may be appropriate to reflect changes in its various elements. All such adjustments will be in accordance with generally accepted accounting practices.

10.3. Reimbursable Expenses

Reimbursable Expenses are those non-labor expenses associated with ENGINEER's conduct of the Project. Some examples of Reimbursable Expenses are meals, transportation, printing and photocopying costs, and field equipment rental. The amount ENGINEER will bill for Reimbursable Expenses will be in accordance with ENGINEER's standard schedule of Reimbursable Expenses Billing Rates or, if the expense item is not listed on the schedule, the cost actually incurred or the imputed cost ENGINEER allocates to the expense item.

10.4. Invoices/Late Payment

Invoices will be prepared in accordance with ENGINEER's standard invoicing practices and will be submitted to CLIENT at least monthly. Invoices are due and payable upon receipt. If CLIENT fails to pay any invoice within thirty days of the invoice date, the amounts due ENGINEER will increase at the rate of 1.0% per month from the thirtieth day following the invoice date; and, in addition, ENGINEER may, after giving seven days' written notice to CLIENT, suspend services under this Agreement until ENGINEER has been paid in full all amounts due. Payments will be credited first to interest and then to principal. In the event of a disputed or contested billing, only that portion so contested may be withheld from payment.

10.5. Professional Services Taxes

If at any time ENGINEER's compensation under this Agreement becomes subject to a professional services tax, sales tax, Value Added Tax, gross receipts tax or similar levy imposed by any local, state, federal or other government or quasi-government agency or authority, CLIENT agrees to pay such tax or levy on ENGINEER's behalf or reimburse ENGINEER for its paying such tax or levy.

11.0 Controlling Law

This Agreement is to be governed by the laws of the State of Maine. Any dispute resulting in legal action and not resolved by arbitration, mediation or such other method as may be mutually agreed to by the parties, shall be adjudicated solely and exclusively within the aforementioned jurisdiction.

12.0 Financial Advisor

ENGINEER is not a financial professional firm and makes no recommendations as to the best way for CLIENT to fund the Project. ENGINEER recommends that CLIENT seek the advice of an Independent Registered Municipal Advisor or other financial professional regarding the type and structure of financing appropriate for the Project. Engineer's services do not include (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.

13.0 Dispute Resolution

The parties hereto agree that prior to filing litigation they will consider alternative dispute resolution techniques to resolve all claims, counterclaims, disputes and other matters in question between the parties arising out of or relating to this Agreement.

14.0 Notices

Any notice required under this Agreement will be in writing, addressed to the appropriate party at the address which appears on the signature page to this Agreement (as modified in writing from time to time by such party) and given personally, by registered or certified mail, return receipt requested, or by a nationally recognized overnight courier service. All notices shall be effective upon the date of receipt.

15.0 Precedence

These provisions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document.

16.0 Severability

Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon CLIENT and ENGINEER, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

17.0 Successors and Assigns

CLIENT and ENGINEER each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Neither CLIENT nor ENGINEER shall assign, sublet or transfer its interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body that may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than CLIENT and ENGINEER.

18.0 Survival

All express representations, indemnifications or limitations of liability made in or given in this Agreement will survive the completion of all services of ENGINEER under this Agreement or the termination of this Agreement for any reason.

19.0 Termination

The obligation to provide further services under this Agreement may be terminated:

19.1 For cause

For cause by either party upon thirty days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. Notwithstanding the foregoing, this Agreement will not terminate as a result of such substantial failure if the party receiving such notice begins, within seven days of receipt of such notice, to correct its failure to perform and proceeds diligently to cure such failure within no more than thirty days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such thirty-day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided from herein shall extend up to, but in no case more than, sixty days after the date of receipt of the notice.

19.2 By ENGINEER

By ENGINEER upon seven days' written notice if ENGINEER believes that ENGINEER is being requested by CLIENT to furnish or perform services contrary to ENGINEER's responsibilities as a licensed design professional; or upon seven days' written notice if the ENGINEER's services for design or during the construction of the Project are delayed or suspended for more than ninety days for reasons beyond ENGINEER's control.

In the case of termination under this paragraph, ENGINEER shall have no liability to CLIENT on account of such termination.

19.3 For convenience

For convenience by CLIENT effective upon the receipt of notice by ENGINEER.

19.4 ENGINEER's Compensation

In the event of any termination, CLIENT will pay ENGINEER for all services rendered to the date of termination and all reimbursable expenses.

20.0 Equal Employment Opportunity

ENGINEER is an Equal Employment Opportunity employer and is committed to recruiting, hiring, training and promoting for all job classifications without regard to race, religion, color, national origin, sex or age, physical or mental handicap, marital status or status as a disabled veteran, veteran of the Vietnam era, ex-offender or former patient of a state institution except where based on a bona fide occupational qualification.