

City of Biddeford
Finance Committee
March 07, 2023 5:00 PM Council Chambers & Zoom

Please click the link below to join the webinar:
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Status:

- 1. Call to order**
- 2. Approval of the Minutes**
 - 2.1. MINUTES - 2/7/2023 Meeting
[2-7-2023 Finance Committee Minutes.docx](#)
- 3. Signing of the expenditure warrant**
- 4. Discussion/Approval**
 - 4.1. APPROVAL - STM (Strategic Talent Management) Consulting
[20230207 STM Management Assessments - BRIEF](#)
[20230221 STM Management Assessment Agreement - CONTRACT](#)
 - 4.2. RECOMMENDATION for APPROVAL - Horrigan Court - CSO Detention Conduit
[2023-03-07 Horrigan Court CSO Detention - BRIEF](#)
[2023-02-16 Public Works Director Request - EMAIL](#)
[2023-02-16 Wright-Pierce Horrigan Court CSO Storage Recommendation - CONSULTANT MEMO](#)
[2023-03-07 Horrigan Court CSO Detention Order - REFERENCE](#)
[2022-03-01 Previously Approved Council Order - REFERENCE](#)
 - 4.3. APPROVAL - Community Center Gym Door Replacement
[20230307 Community Center Gym Doors - BRIEF](#)
[20230307 Community Center Gym Doors - BIDS](#)

- 4.4. APPROVAL - Community Center HVAC-Heat Pumps
[20230307 Community Center HVAC - BRIEF](#)
[20230307 Community Center HVAC - BIDS](#)
- 4.5. APPROVAL - Riverwalk Permitting and Bid Package - Wright-Pierce
[20230307 Riverwalk Permitting and Bid Package, Wright-Pierce - BRIEF](#)
[20230307 Biddeford Riverwalk Amendment No2 - CONTRACT](#)
[20230307 Amendment No 2 - Riverwalk Permitting and Engineering Order - REFERENCE](#)
- 5. **Other Business**
- 6. **Adjournment**

City of Biddeford
Finance Committee Meeting Minutes
February 7, 2023

The meeting was called to order at 5:33p.m. by Mayor Casavant .

Present: Mayor Alan Casavant; Councilor William Emhiser; Councilor Marc Lessard; City Manager James Bennett; and Finance Director Nichole Wood; Fire Chief Scott Gagne

Councilor Norm Belanger is excused – joined on Zoom at 5:38.

Approval of Minutes of January 10, 2023

Motion by Councilor Emhiser, seconded by Councilor Lessard to accept the minutes as printed.

Vote: unanimous.

Motion carries.

Expenditure Warrants:

The Warrants are circulating for signature

Adjustment to the Agenda:

There were no adjustments to the agenda.

Discussion/Approval

4.1 Recommendation: Fire Department roof repairs

Discussion: no discussion

Motion by Councilor Lessard, second Councilor Emhiser by to recommend to council

Vote: unanimous

Motion carries

Recommendation: Purchase of Battery-Operated Extrication Tools

Discussion: Councilor Lessard: Asked if the equipment that is battery powered is not new to the department, but in another form. Chief Gagne replied yes, but they are hydraulic, and mounted on the Heavy Rescue. Batteries will operate on an 18V system, which is a consistent power source, and can be used for other equipment like already owned saws. Councilor Lessard asked if eventually the hydraulic will eventually be phased out. Chief Gagne replied that yes, it will be phased out. Councilor Lessard asked if the hydraulic equipment is limited in use by the person who has the ability start it? Chief Gagne replied that it does have electric start, but it has to be run with hoses, and can't be run in a structure because of Carbon Monoxide. Councilor

What is the use of a fully charge of a battery – 20 minutes on a battery at full torque, with other

batteries on-site to swap out with other backup. How long to recharge – quick charge in 30 minutes. How many batteries will we have? Six in reserve on the apparatus on charging banks.

Motion by Councilor Emhiser, second Councilor Lessard by to recommend to council

Vote: unanimous

Motion carries

Other Business

December Financial Report

Finance Director Nichole Wood presented the December financial memo and report, and answered questions of the committee.

Adjournment

Motion by Marc, seconded Bill by to adjourn.

Vote: unanimous.

Motions carries.

Adjourned at 5:54 pm



Finance Committee

Meeting Date: Tuesday, March 7, 2023

Meeting Time: 5pm

Agenda Item No: 4.1.

Item Description: STM (Strategic Talent Management) Consulting

Submitted by: City Manager, James Bennett

Executive Summary:

The City's leadership team working effectively and efficiently together is critical to the City's operations. As there have been new team members in recent years, that changes the dynamics of the group. To this end we are recommending a survey and coaching through Strategic Talent Management in the spirit of continuous improvement.

Detailed Review:

The City's leadership team plays a critical role in all of the operations performed for the City and team work is critical to deliver the best and most efficient services. Their ability to work as a team depends on many factors, including ability to communicate and have trust in one's self and each other. STM has worked with the City Manager and the council in the past and it has been our experience that they deliver excellent services concerning leadership assessments and coaching. Thus, STM is recommended as a sole source provider.

The proposal by STM outlines the services they will provide including completing assessments, one on one meetings to review findings, presenting information and findings to the City Manager, and recommending planning and executing leadership training for the group. Additionally, STM will use their assessments to make recommendations and meet with the City Manager to determine where one on one coaching would be beneficial and if authorized, will execute this coaching as well.

These services will cost \$1,000 per employee; Jim and Brian have completed assessments so that leaves ten Department Heads totaling \$10,000 for the services. Additional costs for any one on one coaching would be \$1000 per month per employee. Other terms and conditions are outlined in the proposal.

Funding Source:

FY23 Budget - Human Resources 21108-60255 (Other Training)

AGREEMENT for CONSULTING SERVICES

February 6, 2023

FOR: City of Biddeford, Maine

ADDRESS: City of Biddeford, 205 Main Street Suite 107, PO Box 586, Biddeford, ME 04005

PRIMARY CONTACT: James A. Bennett, City Manager

PHONE: (207) 284-9313

EMAIL: james.bennett@biddefordmaine.org

SECONDARY CONTACT: Diana DePaolo, Human Resources Director

PHONE: (207) 286-0593

EMAIL: diana.depaolo@biddefordmaine.org

CONTACTS FOR STRATEGIC TALENT MANAGEMENT:

PRIMARY CONTACT: Art Boulay, CEO / aboulay@strategictalentmgmt.com / (207) 373-9301 x1

SECONDARY CONTACT: Sue MacArthur, President / sue@strategictalentmgmt.com / (207) 373-9301 x3

This AGREEMENT for consulting services is made February 6, 2023, by and between **Strategic Talent Management, Inc.**, a Maine Corporation with its principal place of business at Brunswick Business Center, 18 Pleasant Street, Suite 205, Brunswick, Maine, 04011-2201 ("STM"), and **City of Biddeford, Maine** ("CLIENT") having a principal place of business at City of Biddeford, 205 Main Street, Biddeford, ME 04005, concerning consulting services is made pursuant to the following stated terms and conditions ("AGREEMENT").

AGREEMENT

For the purpose of AGREEMENT, the term “STM” shall refer to Strategic Talent Management and shall include all intellectual property rights associated with Strategic Talent Management.

1. GENERAL DESCRIPTION OF CONSULTING SERVICES PROVIDED BY STM

STM shall assess and evaluate the leadership competencies of department heads to be selected by CLIENT, interpret the information per individual participant for the benefit of the City Manager, and to plan and deliver leadership training for the entire group and one-on-one behavioral coaching for select individuals.

2. EFFECTIVE DATE, TERMINATION, AND HOLD

AGREEMENT shall be effective on the date of CLIENT’s execution of this document.

AGREEMENT may be terminated by CLIENT upon written notice by CLIENT.

3. RESPONSIBILITIES OF STM

STM shall provide CLIENT with consulting services, including, but not limited to, the following, depending upon specific CLIENT requirements:

- All meetings to be completed by phone or video conferencing except as noted below
- Conduct meeting with City Manager and others to confirm CLIENT expectations of STM
- Assess participants using STM’s assessment technology
- Report to City Manager concerning findings
- Present general findings and general assessment information to the participant group
 - This presentation will be in person at a location of CLIENT choosing
- Conduct one-on-one reviews of assessment results with individual participants
- Plan, review with City Manager, and execute leadership training
 - Leadership training will be in person at a location of CLIENT choosing
- Plan, review with City Manager, and execute one-on-one coaching
- Conduct periodic meetings with City Manager on at least a monthly basis to discuss, strategy, progress, and concerns
- Respond with sufficient urgency to requests and questions of CLIENT

STM shall perform all services undertaken in AGREEMENT in a professional, competent, and timely manner and with the care, skill, and diligence of experienced and competent professionals.

4. CLIENT RESPONSIBILITIES

To the extent of their capabilities, CLIENT agrees to support and reinforce the training and coaching provided their employees by STM. This includes but is not limited to involvement by the CLIENT City Manager, HR department and department heads.

CLIENT responsibilities include, but not limited to, the following:

- Provide physical space and logistics to deliver presentation, and leadership training offered by

STM

- Assure the appropriate decision makers are available for meetings, reviews and discussions
- Assure the appropriate participants are available for presentations, meetings, trainings, and coaching sessions
- Respond with sufficient urgency to requests and questions of STM
- Make requests, changes or concerns known to STM so that appropriate action can be taken

5. FEES, EXPENSES, AND BILLING PROTOCOL

The fee payable to STM for the services provided under AGREEMENT is in two segments: Segment 1) planning, assessment and leadership training as outlined in the proposal of January 12, 2023 and attached to this AGREEMENT, and Segment 2) coaching and development for a yet to be defined number of individuals.

FEE for Segment 1) is one thousand dollars (\$1,000) per participant other than the City Manager and the Chief Operating Officer. Current expectations are that thirteen department heads will participate. The current total fee is expected to be thirteen thousand dollars (\$13,000) ("FEE").

First Payment: Upon the Effective Date of AGREEMENT, a non-refundable retainer of fifty percent (50%) of FEE ("RETAINER") shall be due and payable to STM. STM shall initiate performance under AGREEMENT upon receipt of RETAINER which shall be credited toward FEE.

Second Payment: The balance of FEE shall be due and payable upon the start of Stage 3) training as described in the proposal of January 12, 2023, and attached to this AGREEMENT.

Should additional individuals be selected for participation in Segment 1) assessment and leadership training—FEE will be increased one thousand dollars (\$1,000) per additional participant.

Should any participants drop out of Segment 1) for any reason *after assessments have been completed by that participant*—FEE will remain unchanged.

If in-person meetings are required other than what is defined above in this AGREEMENT, 3) RESPONSIBILITIES OF STM, travel will be added to FEE at the rate of \$100 per travel hour.

FEE for Segment 2) is estimated to be one thousand dollars (\$1,000) per month per coaching participant. Coaching is typically delivered in discreet 3-4 month time periods per individual. With agreement from CLIENT, an individual may require more than one 3-4 month time period to accomplish all desired goals.

Payments: Once a coaching plan is agreed upon and a starting date selected, coaching services will be billed in advance of each month's service delivery at one thousand dollars per individual per month (\$1,000) ("COACHING FEE").

If the individual to be coached has not previously been assessed, there will be an additional assessment cost of \$1,000 added to COACHING FEE.

Should selected participants drop out of Segment 2) coaching for any reason, COACHING FEE will be suspended for that participant, but there will be no refund.

Coaching is to be done by telephone or video, not in person. If in-person meetings are required, travel will be added to monthly COACHING FEE at the rate of \$100 per travel hour.

Most of the work done and resources committed by STM on behalf of the CLIENT is front-loaded, which simply means that STM invests the bulk of its time and incurs the majority of its expenses in the first few weeks of AGREEMENT. If this AGREEMENT is terminated, the CLIENT is still responsible for the time and work invested by STM to date, even if that is not fully covered by the retainer or other sums paid. Upon cancellation, STM will immediately issue a final invoice to cover all relevant expenses up to the date of termination which will be due within 15 days.

6. MISCELLANEOUS

Equal Opportunity: STM adheres to the principles of equal opportunity. As a matter of policy and practice, STM does not discriminate in any interactions with others or consent to discrimination by CLIENT against anyone on the basis of age, race, color, religion, disability, sex, national origin, or veteran status.

Choice of Law and Jurisdiction: AGREEMENT shall be governed by the laws of the State of Maine without regard to choice of law principles. CLIENT expressly consents to jurisdiction in state and federal courts in Maine.

Dispute Resolution: In the unlikely event of a dispute, STM and its CLIENT shall at all times exercise reasonable, good faith efforts to resolve any such dispute in a timely, amicable, and efficient manner. If STM and CLIENT cannot resolve a dispute privately, STM and CLIENT agree that any controversy or claim that arises from or relates to AGREEMENT shall be settled by binding arbitration to be conducted by a mediator or arbitrator acceptable to both STM and CLIENT, to be conducted in Brunswick, Maine.

Entire Agreement: AGREEMENT contains the entire understanding of STM and CLIENT concerning its subject matter, and there are no additional promises, representations, assurance, terms, or provisions between STM and CLIENT other than those which have been specifically set forth in AGREEMENT. AGREEMENT may not be amended except in writing, signed by both STM and CLIENT.

Severability: If any court of competent jurisdiction shall declare any portion of AGREEMENT invalid or unenforceable, the remaining portion thereof shall nonetheless remain in full force and effect. STM and CLIENT intend and agree that AGREEMENT shall be subject to, governed by, enforced, and construed pursuant to the laws of the State of Maine.

SIGNATURE PAGE

James A. Bennett, City Manager

Authorizing Agent for CLIENT

Signature

Date _____

Art Boulay, CEO and Authorizing Agent for Strategic Talent Management, Inc.

Date _____

Thank you very much for your faith in our services. We highly value our relationship and look forward to working with you to find the very best candidate for this position.



Finance Committee / City Council

Meeting Date: March 7th, 2023

Meeting Time: 5:00 PM

Agenda Item No: 4.2.

Item Description: Horrigan Court – CSO Detention Conduit

Submitted by: Jeff Demers (Public Works Director)
Craig Chekan, PE (City Engineer)
Tom Milligan, PE (City Engineer Emeritus)
Alex Buechner (Wastewater Superintendent)

Supporting Information/Documentation:

1. Public Works Director Request to City Manager
2. Wright-Pierce Recommendation Letter
3. Previous Horrigan Court Pump Station Replacement Council Order (2022.12)

Executive Summary:

- a) Gordon Contracting, Inc. is in mid-construction of the Horrigan Court Pump Station replacement project (previous council order 2022.12) and per Staff request, has submitted a \$1,450,000 change order quote to install a 100,000-gallon inline CSO detention structure

Detailed Review:

- a) The City is actively working towards an updated CSO Abatement Master Plan with DEP and Wright-Pierce
- b) The existing Combined Sewer Overflow (CSO) at Horrigan Court is one of the City's largest overflow locations and has been identified as an ideal location for a CSO detention structure
- c) Per Wright-Pierce's hydrologic sewer model and attached recommendation letter, a 100,000-gallon inline CSO detention structure would be beneficial in reducing overflow events and volumes at Horrigan Court
- b) Gordon Contracting, Inc. is in mid-construction of the Horrigan Court Pump Station replacement and submitted a change order quote of \$1,300,000 to install a 100,000-gallon inline CSO detention conduit
 - i. Gordon's quote of \$14/gallon of storage aligns with adjacent community detention projects under construction (\$13-\$15/gallon in Portland)
- d) Wright-Pierce has confirmed no DEP or SRCC permit modifications are required with this change-in-scope
- e) Staff is requesting the additional \$150,000 for an additional 24" pipe for future separation needs and water nozzles for flushing as needed.
- f) It is important to note that 100,000-gallons will not eliminate all CSO overflows at Horrigan Court; as the City works towards a new CSO abatement consent agreement with DEP, additional CSO detention may be required in the Horrigan Court/Diamond Match vicinity.

Funding Source:

Funding for this project will be as follows: \$1,450,000 from the Combined Sewer Overflow/ARPA Abatement line 23CSO001 with an approximate balance of \$3,100,000

Staff Recommendation:

To take advantage of the existing mobilization and excavation of Gordon Contracting's current scope-of-work on the Horrigan Court Pump Station Replacement Project, City Staff is recommending a \$1,450,000 not-to-exceed change order quote to install a 100,000-gallon inline CSO detention structure at Horrigan Court.

Chekan, Craig

From: Demers, Jeff
Sent: Thursday, February 16, 2023 4:40 PM
To: Bennett, James
Cc: Chekan, Craig; Buechner, Alex; Milligan, Tom
Subject: Pipe Chase
Attachments: Horrigan Court CSO Storage Recommendation Memo.pdf

Good afternoon Jim;

Thanks for sitting with me this morning and going over the Horrigan's court pump station project.

The purpose of this e-mail is to request that city staff have the opportunity to brief the Finance Department on March 7, 2023, and ask they consider allowing staff to add a contract amendment to the Gordon Constructions contract without going out to bid or having to complete a full Request for Proposal and Design. The Waste Water Department would be authorized not to exceed 1.4 million for this added scope of work.

Staff would like to add the scope of work identified in the memo attached, supplied by Wright-Pierce Engineering. The request will be for a pipe chase that would be tied to the new pump station that would allow the city to capture up to 100,000 gallons of combined sewer prior to going to the Saco river. Wright-Pierce has a very good handle on the entire pump station design today. In the memo, Wright-Pierce describes the advantages of the request staff will be making. A few of the advantages but not limited to are:

- Savings on Mobilization costs, as they are on site doing the new pump station upgrade
- Saving on construction costs, as construction season is rapidly approaching
- The additional storage now on this site would likely relieve pressure from the Maine D.E.P to build larger and more costly storage facilities in the future as part of the City's abatement and consent agreement talks

Thank you for the consideration.

Regards,

Jeff Demers
Director of Public Works/Waste Water Department
Jeff.Demers@biddefordmaine.org

371 Hill Street
Biddeford, maine 04005
Tele 207-282-1579
Fax 286-9395

Date: 2/16/2023

Project No.: 12223H

To: Jeff Demers - City of Biddeford

From: Ryan Wingard, PE; Charles Daigle, PE – Wright-Pierce

Subject: Horrigan Court CSO Storage Recommendations

The purpose of this memorandum is to present options that have been discussed to date for incorporating CSO storage within the Horrigan Court Pump Station site and/or the Diamond Match property. CSO storage in this location would reduce overflows from CSO#6 located adjacent to the existing pump station on Horrigan Court. Storage on the Diamond Match property also has the potential to reduce overflows from CSO#7 located on Elm Street near Subway and Dominos. Wright-Pierce and City staff have had several discussions regarding storage requirements in this area and Wright-Pierce has provided some planning level information for the City to consider. This memorandum is meant to summarize those discussions and memorialize the information presented to the City to date.

Historical Information

Wright-Pierce assisted the City with a preliminary evaluation of storage facility options at the Diamond Match property in October of 2011. Using collected flow meter and rainfall data, it was determined that a 5.0 million gallon (MG) storage facility would be needed to contain CSO volume generated by the largest storm experienced during the monitoring period (2.14 inches at a peak intensity of 0.59 inches/hour on April 17, 2011). Excluding that April 2011 event, a 2.0 MG storage facility would be required to contain CSO volume generated by the other storms during that monitoring period. As of the date of the October 2011 evaluation, it was anticipated that City staff and officials would only support a 1.0 MG storage facility at this site. Based on conceptual plans at the time for Diamond Match Park, the 1.0 MG storage facility was envisioned to be located on the far western side of the Diamond Match property, closest to the Horrigan Court Pump Station site.

Over the 12 year period since the October 2011 evaluation, the City has undertaken many combined sewer system improvements in the areas tributary to Horrigan Court and the Diamond Match property. These improvements include multiple sewer separation projects, installation of the Elm Street flow diversion valve, and upgrades to the Horrigan Court Pump Station (occurring in 2023). As such, CSO volumes have significantly been reduced and further evaluation of required storage at these sites was necessary.

CSO Data

The City of Biddeford continues to make improvements to the combined sewer system to mitigate CSOs as identified in the draft CSO Master Plan. As problems are solved, previous CSO data quickly becomes outdated. It is very important to use the most up to date data sets when considering significant investments, such as a storage facility. The following analysis is based on CSO data for the years 2020 – 2022, provided by the City of Biddeford. This is the most recent data available and reflects the time period occurring after the Elm Street valve was installed.

Analysis of the selected data set reveals the total number of CSO events and overflow volume of each event. This data was used to review various storage volumes and infer the number of CSO events a given storage volume could capture as well as the anticipated volume of capture. This data is presented in Table 1:

Table 1 Horrigan Court CSO Data - 2020, 2021, 2022					
Storage Volume (gal)	No. of CSO Events Exceeding Storage Volume	% of CSO Events Smaller than Storage	Anticipated CSO Volume Captured (gal)	Remaining CSO Volume (gal)	% of CSO Volume Captured
-	69	0%	0	9,651,100	0.0%
10,000	50	28%	566,100	9,085,000	5.9%
25,000	43	38%	1,254,100	8,397,000	13.0%
50,000	30	57%	2,186,100	7,465,000	22.7%
75,000	22	68%	2,786,100	6,865,000	28.9%
100,000	19	72%	3,374,100	6,277,000	35.0%
200,000	14	80%	5,012,100	4,639,000	51.9%
300,000	11	84%	6,234,100	3,417,000	64.6%
400,000	7	90%	7,148,100	2,503,000	74.1%
500,000	4	94%	7,781,100	1,870,000	80.6%
600,000	2	97%	8,003,100	1,648,000	82.9%
1,900,000	1	99%	9,643,100	8,000	99.9%
2,000,000	0	100%	9,651,100	-	100.0%

Review of the data presented in Table 1 reveals that more than half of CSOs are smaller than 50,000 gallons, but the larger CSO events result in the majority of overflow volume. For example, 100,000 gallons of CSO storage is anticipated to have captured 72% of the CSO events while capturing 35% of the total CSO volume. As storage volume increases beyond 200,000 gallons, the incremental rise in CSO volume captured becomes smaller with each increase in storage volume, while the installation cost rises. As such, it appears that 100,000 - 200,000 gallons of storage will provide the most volume captured per dollar spent.

This above analysis is considered a high-level analysis and may not accurately quantify multi-day storms. A storm spanning two days with CSOs on both days is counted as two separate events. This reduces maximum volumes and may result in storage volume estimates smaller than they should be. For example, 463,000 gallons overflowed on 10/30/21 and 1,908,000 overflowed on 10/31/21. This high-level analysis assumes storage would be empty at the beginning of the day on the 31st which is likely not the case depending on timing.

CSO Storage at Horrigan Court

Over the years, CSO storage has been conceptually discussed for the Horrigan Court property as well as the Diamond Match property. The Horrigan Court property has a handful of constraints resulting in challenges with installation of large storage volumes. Review of the site and the current Horrigan Court Pump Station project indicate 100,000 gallons of CSO storage could be located on site. Additional storage volume, if required, could be sited on the Diamond Match property at a later date.

Following design of the Horrigan Court Pump Station Upgrade project, the City was encouraged by MaineDEP to review options for incorporating CSO storage into the project. The following has been discussed with the contractor currently working on the Horrigan Court Pump Station Upgrade.

100,000-gallon Storage Conduit

Install a 12-foot wide by 8-foot tall V-bottom storage conduit (see Figure 1 below) in place of the proposed 24" gravity sewer being installed as part of the Horrigan Court Pump Station Upgrade project. Review of the site indicates the maximum length of the storage conduit could be approximately 132-feet, located between the existing granite drain culvert and the pump station proposed bypass structure (see Figure 2 below). This results in a storage volume of approximately 94,780 gallons within the conduit. When combined with the volume of proposed downstream structures, the total storage volume exceeds 100,000 gallons. This option has been discussed with the onsite contractor and is considered a feasible addition to the ongoing project with a rough estimated cost of \$1,275,000 - \$1,300,000. This estimate assumes cast in place concrete construction. Review of past CSO data indicates a 100,000 gallon storage volume would have prevented 72% of CSO events and captured 35% of the total CSO volume.

Figure 1: V-Bottom Storage Conduit

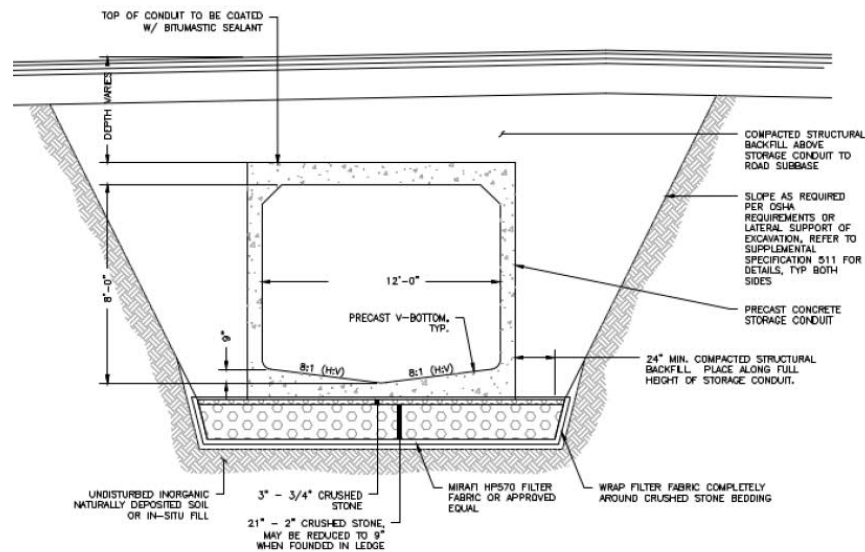
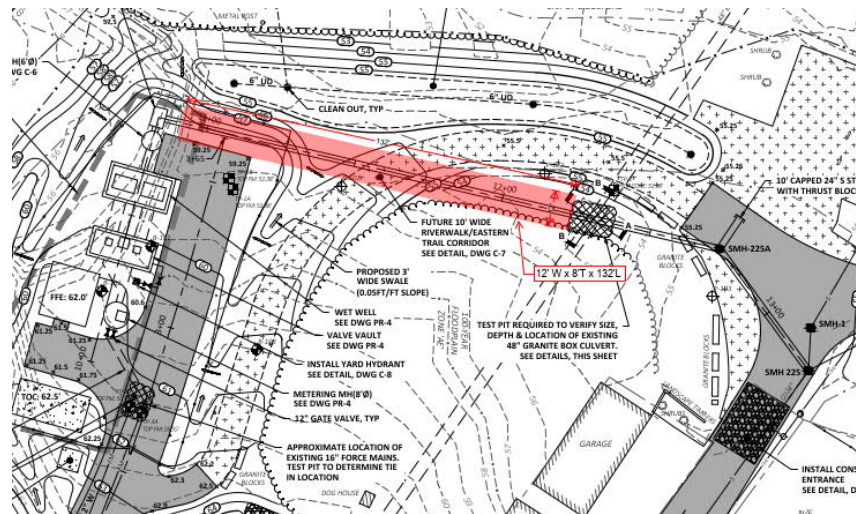


Figure 2: 100,000 Gallon Storage Sketch



Recommendation

Based on the data presented above, 100,000 gallons of storage is recommended to be incorporated on the Horrigan Court site. The addition of CSO storage into the ongoing Horrigan Court Pump Station Upgrade project streamlines the process will result in a cost savings for the City for the following reasons:

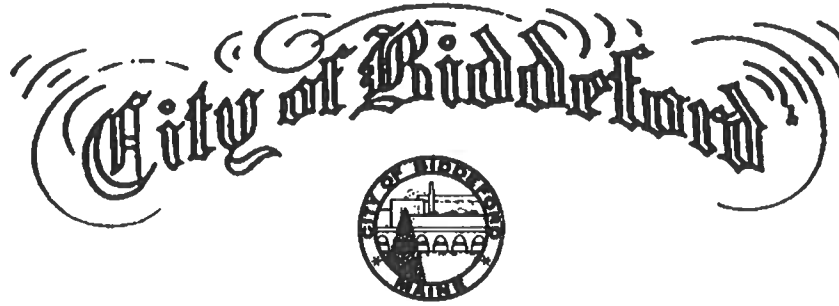
- Lower design costs versus having to develop stand-alone contract documents to bid the project separately.
- Construction cost savings due to contractor already being on site.
- Construction cost savings due to performing the work now versus waiting to rebid. Construction cost will continue to rise so performing the work sooner will save on construction costs.
- The additional of storage at this site will likely relieve pressure from Maine DEP to build larger and more costly storage facilities in the future.
- Adding storage now will allow the City to more quickly monitor the impacts of storage on CSO reduction, which will allow for more informed decisions to be made regarding future storage at the Diamond Match site.

The cost estimate provided by Gordon Contracting appears to be inline with CSO storage costs seen on other recent and comparable projects. For example, the City of Portland is paying \$13.3/gallon of storage on the Back Cove West storage project and over \$15/gallon of storage on the Back Cove South storage project. These Portland in-line storage facilities are about the same depth as the proposed Biddeford project and involved ledge removal like what is anticipated at Horrigan Court.

Since cast-in-place concrete is being considered to save on cost and schedule, there will be an engineering effort required to design the storage facility for the contractor to properly build the facility. There is also the potential to need additional geotechnical information to support the design. These items will add time to the schedule and engineering costs.

Additional storage can be added in the future. Provisions have been made in the Horrigan Court Pump Station Upgrade design to add a sewer stub for a future upgrade on the Diamond Match property.

The storage option described above is considered in-line storage which is essentially using large pipes for storage. This design allows for water to flow in and out of the chamber via gravity allowing for passive operation. Storage options considered for the Diamond Match property would likely require the stored volume to be pumped out after the storm. This increases construction, operation, and maintenance costs. As such, it seems like the addition of the largest possible in-line storage at Horrigan Court will be the least expensive solution considering long term costs.



2022.12

IN BOARD OF CITY COUNCIL..MARCH 1, 2022

BE IT ORDERED, that the City Council of the City of Biddeford does hereby authorize the award of contract for the replacement of the wastewater pump station at Horrigan Court to Gordon Contracting, Inc. of Sangerville, Maine in an amount not to exceed \$4,326,285.00.

BE IT FURTHER ORDERED, that \$450,000.00 be allocated for change orders, inspections and administrative fees.

Funding for this project will be as follows:

- \$3,776,285 from American Rescue Plan Act (ARPA) Funds
- \$1,000,000 from the Dept. of Environmental Protection Grant

NOTE: This item will be considered by the Finance Committee at their March 1, 2022 meeting.

March 1, 2022

Motion by Councilor Clearwater, seconded by Councilor Lessard to grant the order.
Vote: Unanimous.

Attest by: Carmen J. Morris
Carmen J. Morris, City Clerk



Finance Committee

Meeting Date: March 7, 2023

Meeting Time: 5:00 PM

Agenda Item No: 4.3.

Item Description: Community Center Gym Door Replacement

Submitted by: Carl Walsh, Recreation Director

Supporting Information/Documentation:

Please see attached bids.

Key Terms:

N/A

Executive Summary:

Replacement of two exterior gym doors located on the Prospect Street side of the Community Center.

Detailed Review:

The purpose of this project is to remove and replace two exterior doors on the Prospect Street side of the Community Center. Replacement of the doors is a result of severe rot and rust on the doorframes and doors themselves, they are now beyond repair. In addition, the doors do not meet current code.

Bids for the project were due on Thursday February 23, however due to the storm and the closing of the Community Center on that day the bids were opened on Monday February 27.

Funding Source:

Amount requested is 23,240.00; funding sources are as follows; 8,224.00 account number 22002-92112-21802 Community Center Improvements (balance as of 3-1-23, 51,624.00 minus the 43,400.00 for the Community Center HVAC project 8,224.00), 5,016.00 from 21123-60450 Community Center Building Repair (balance as of 3-1-23, 18,388.79) and 22002-92112-22001 Rotary Park Beach Improvements (balance as of 3-1-23, 34,298.00).

Staff Recommendation:

Supports lowest Bid submitted by Portland Glass.

**CITY OF BIDDEFORD
AFFIDAVIT OF NON-COLLUSION**

I swear (or affirm) under the penalty of perjury

1. That I am the Responder (if the Responder is an individual), a partner in the company (if the Responder is a partnership), or an officer or employee of the responding corporation having authority to sign on its behalf (if the Responder is a corporation)
2. That the attached proposal submitted in response to the Gym Door BID Request for Proposed Solution has been arrived at by the Responder independently and has been submitted without collusion with and without any agreement, understanding or planned common course of action with, any other Responder of materials, supplies, equipment or services described in the Request for Proposed Solution, designed to limit fair and open competition;
3. That the contents of the proposal have not been communicated by the Responder or its employees or agents to any person not an employee or agent of the Responder and will not be communicated to any such persons prior to the official opening of the proposals; and
4. That I am fully informed regarding the accuracy of the statements made in this affidavit.

Responder's Firm Name: PORTLAND GLASS

Authorized Signature: Berni [Signature]

Date: 2-22-23

Subscribed and sworn to me this 22nd day of February 2023

Notary Public: Gail L. Nason

My commission expires: Gail L. Nason

Notary Public, State of Maine
My Commission Expires Nov. 5, 2023



BID – CONTRACT

PROJECT IDENTIFICATION: J Richard Martin Community Center

Gym Door Project

THIS BID SUBMITTED TO: City of Biddeford, Maine

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an Agreement with OWNER in the form included in the Contract Documents, to complete all work as specified or indicated in the Contract Documents for the Contract Price, and within the Contract Time indicated in this Bid and in accordance with the Contract Documents.
2. BIDDER accepts all of the terms and conditions of the Instructions to Bidders, including without limitations those dealing with the disposition of Bid Security. This Bid will remain open for a minimum of four months after the Bid opening. BIDDER will sign the Agreement and submit the contract security and other documents required by the contract Documents within fifteen (15) days after the date of OWNER'S Notice of Award.
3. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that

(a) BIDDER has examined copies of all the Contract Documents and the following addenda:

Date

Number

(receipt of all which is hereby acknowledged) and also copies of the Invitation to Bid and the Instructions for Bidders;

(b) BIDDER has examined the site and locality where the work is to be performed, the legal requirements (federal, state, and local laws, ordinances, rules, and regulations) and the conditions affecting cost, progress, or performance of the work and has made such independent investigation as BIDDER deems necessary;

(c) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; BIDDER has not directly or indirectly induced or solicited any other BIDDER to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm, or a corporation to refrain from bidding; and

BIDDER has not sought by collusion to obtain for himself any advantage over any other BIDDER or over OWNER.

4. BIDDER agrees that the work will be completed by **June 1, 2023**.

Respectfully submitted,

By: *Bernie Forcier MGR.*
Name and Title *BERNIE FORCIER*

For: *2-GYM DOOR ENTRANCES.*
(Seal if by a Corporation)

Address: *ALFRED ST.*
BIDDEFORD, ME.

COMMERCIAL GRADE Doors SPECIFICATIONS

9'2" x 6'4" 2"x4 1/2 Alum Frame Clear finish, 1" insulated glass / panel 4" mid rail in doors ,C.V.R. panic hardware, Keyed cylinder lock , Norton surface closer or equivalent, threshold & sweeps.

OUTLINE OF WORK

1. Removal & disposal of existing doors and debris
2. Install commercial grade doors to the specifications and to perform all work associated with the installation of doors for a complete and operable product to the satisfaction of the owner.
3. Both sets of doors have to be installed keeping emergency door operating properly.
4. Doors needs to be installed with proper ADA compliant transition.

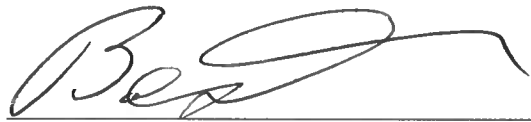
BIDDER will complete the work for the following prices:

PRICE QUOTE: COMMERCIAL GRADE Doors

<u>Item No.</u>	<u>Units</u>	<u>Per Unit</u>	<u>In Words</u>	<u>Figures</u>
1.	1.0	lump sum	TWENTY THREE THOUSAND, TWO HUNDRED AND FORTY DOLLARS	23,240.00

TOTAL AMOUNT

23,240.00



Signed

2-22-23

Date

END OF SECTION BID

PORTLAND GLASS-BIDDEFORD
150 ALFRED ST
BIDDEFORD ME 04005-3249
(207)284-5939 Fax:(207)284-5215
Tax# 20-0482066

Remit To Portland Glass: **PO BOX 10700 PORTLAND, ME 04104**

Order: 352-1045614

Date: 02/21/2023

Sold To:

CITY OF BIDDEFORD
P O BOX 586
BIDDEFORD ME 04005

Ph:(207)282-5408

Csr: FORCIER Tech: PO CARL WALSH Terms: NET 30

Acct:141077 Job:GYM DOORS

Qty	Part / Description	Item Total
1.00	COMMALUMENTR - Com Alum Entrances (2)	23,240.00

Notes:2- 6'0" X 7'0" COMMERCIAL DOOR PACKAGES WITH TRANSOMS.

INCULDES: CLEAR ANODIZED FINISH "TUBELITE" DOORS AND FRAMES, 1" INSULATED GLASS WITH 1" INSULATED PANEL IN THE TRANSOM AND BOTTOM HALF OF DOORS, 1 1/2 BUTT HINGES,4" MID RAIL, 10" BOTTOM RAIL, CVR PANIC HARDWARE, KEYED CYLINDER, H.D. SURFACE CLOSER, THRESHOLD AND DOOR SWEEPS.

DOORS 15,990.00

GLASS /PANEL 3,700.00

MISC SUPPLIES 110.00

NO TAX

LABOR 3,440.00

ALSO INCLUDES REMOVAL AND DISPOSAL OF EXISTING STEEL DOORS AND FRAME.

TOTAL: 23,240.00

Job Site: J RICHARD MARTIN COMMUNITY CENTER
189 ALFRED ST
BIDDEFORD ME 04005

*Price good for 15 days from proposal date.

*A deposit of \$_____ is required with balance due upon substantial completion.

*Please sign and return one copy with deposit if required and material will be orderd.

*Term: Net 30 for account holders

Accepted: _____

By Portland Glass Co.

Signature _____

Tax	Total
0.00	23,240.00

Payments	Balance
0.00	23,240.00

Page: 1

Frame Set Name: Frame Set 1

Frame Name: Frame 1

Metal Group: 1Store T14000 slotted

D/S: 1 Frame Type: Standard

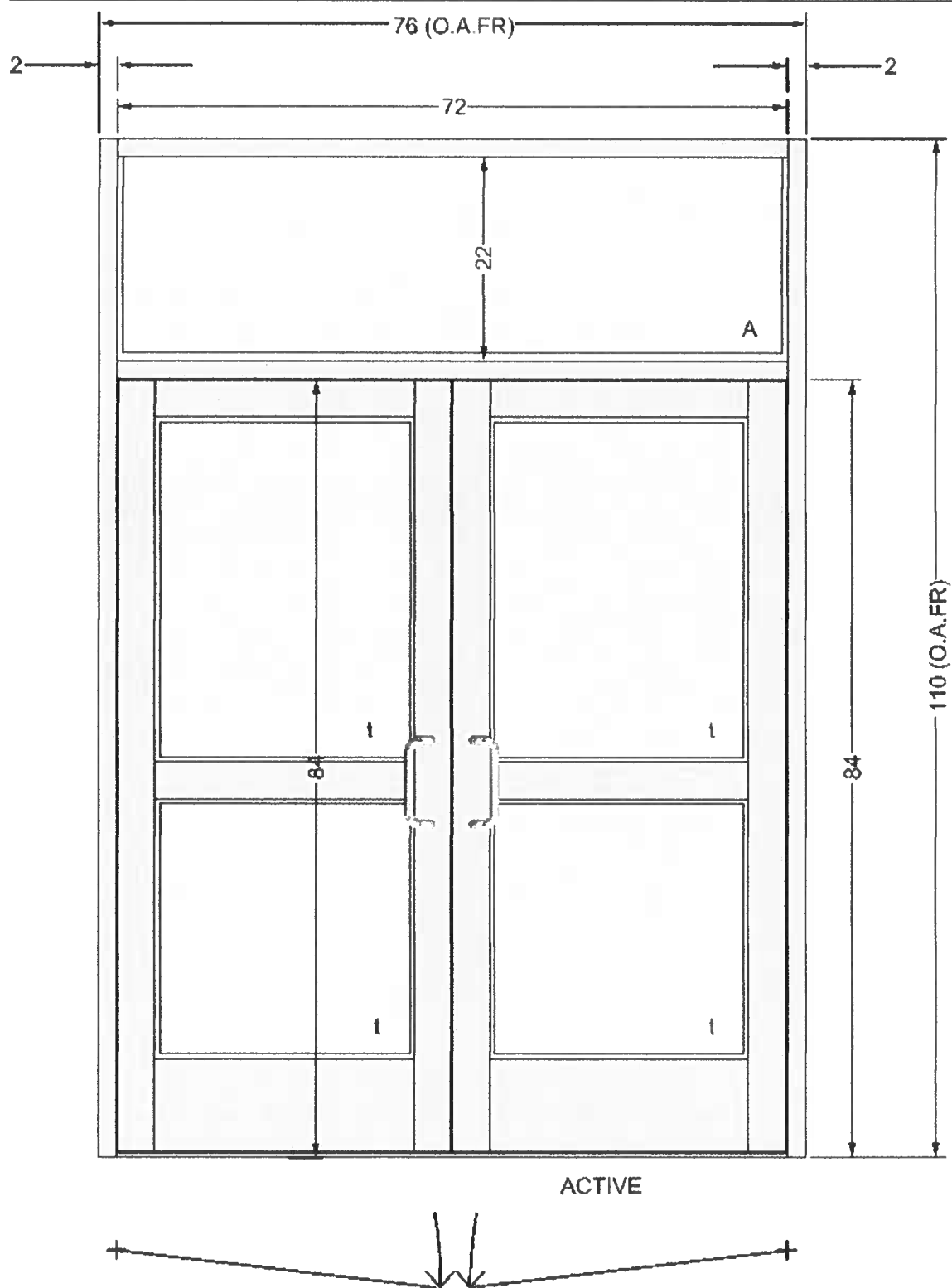
Required: 2 **Panels:** 1 **Rows:** 2

Frame Width: 76

Frame Height: 110

Back Member Color: C2 CLEAR : ANODIZED

Face Member Color: C2 CLEAR : ANODIZED

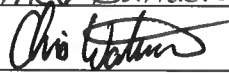


**CITY OF BIDDEFORD
AFFIDAVIT OF NON-COLLUSION**

I swear (or affirm) under the penalty of perjury

1. That I am the Responder (if the Responder is an individual), a partner in the company (if the Responder is a partnership), or an officer or employee of the responding corporation having authority to sign on its behalf (if the Responder is a corporation)
2. That the attached proposal submitted in response to the RFP- 2022 Request for Proposed Solution has been arrived at by the Responder independently and has been submitted without collusion with and without any agreement, understanding or planned common course of action with, any other Responder of materials, supplies, equipment or services described in the Request for Proposed Solution, designed to limit fair and open competition;
3. That the contents of the proposal have not been communicated by the Responder or its employees or agents to any person not an employee or agent of the Responder and will not be communicated to any such persons prior to the official opening of the proposals; and
4. That I am fully informed regarding the accuracy of the statements made in this affidavit.

Responder's Firm Name: Unified Builders Inc.

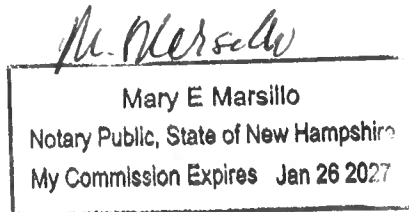
Authorized Signature: 

Date: 2/23/23

Subscribed and sworn to me this 23 day of February

Notary Public: Mary Marsillo

My commission expires: 1/26/27



BID – CONTRACT

PROJECT IDENTIFICATION: J Richard Martin Community Center

Gym Door Project

THIS BID SUBMITTED TO: City of Biddeford, Maine

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an Agreement with OWNER in the form included in the Contract Documents, to complete all work as specified or indicated in the Contract Documents for the Contract Price, and within the Contract Time indicated in this Bid and in accordance with the Contract Documents.
2. BIDDER accepts all of the terms and conditions of the Instructions to Bidders, including without limitations those dealing with the disposition of Bid Security. This Bid will remain open for a minimum of four months after the Bid opening. BIDDER will sign the Agreement and submit the contract security and other documents required by the contract Documents within fifteen (15) days after the date of OWNER'S Notice of Award.
3. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that
 - (a) BIDDER has examined copies of all the Contract Documents and the following addenda:

Date 2-23-23

Number 2022

(receipt of all which is hereby acknowledged) and also copies of the Invitation to Bid and the Instructions for Bidders;

(b) BIDDER has examined the site and locality where the work is to be performed, the legal requirements (federal, state, and local laws, ordinances, rules, and regulations) and the conditions affecting cost, progress, or performance of the work and has made such independent investigation as BIDDER deems necessary;

(c) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; BIDDER has not directly or indirectly induced or solicited any other BIDDER to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm, or a corporation to refrain from bidding; and

- BIDDER has not sought by collusion to obtain for himself any advantage over any other BIDDER or over OWNER.
4. BIDDER agrees that the work will be completed by June 1, 2023.

Respectfully submitted,

By: Unified Builders

Name and Title

For: Chris Watson

(Seal if by a Corporation)

Address: 688 Calet HWY
Burrington Vt 03825

COMMERCIAL GRADE Doors SPECIFICATIONS

9'2" x 6'4" 2"x4 1/2 Alum Frame Clear finish, 1" insulated glass / panel 4" mid rail in doors ,C.V.R. panic hardware, Keyed cylinder lock , Norton surface closer or equivalent, threshold & sweeps.

OUTLINE OF WORK

1. Removal & disposal of existing doors and debris
2. Install commercial grade doors to the specifications and to perform all work associated with the installation of doors for a complete and operable product to the satisfaction of the owner.
3. Both sets of doors have to be installed keeping emergency door operating properly.
4. Doors needs to be installed with proper ADA compliant transition.

BIDDER will complete the work for the following prices:

PRICE QUOTE: COMMERCIAL GRADE Doors

<u>Item No.</u>	<u>Units</u>	<u>Per Unit</u>	<u>In Words</u>	<u>Figures</u>
1.	1.0	lump sum	Twenty five thousand nine hundred sixty seven dollars and thirty three cents	\$ 25,967.33

TOTAL AMOUNT

\$ 25,967.33



Signed

2 - 23 - 2023

Date

END OF SECTION BID

Unified Builders, Inc

688 Calef Highway
Barrington, NH 03825
603-905-9004
<http://www.UnifiedBuilding.com>



Estimate Proposal

Biddeford Recreation Department Estimate

BETWEEN THE OWNER:

Biddeford Recreation Department
PO Box 586
Biddeford, ME 04005

AND THE CONTRACTOR:

Unified Builders, Inc

FOR THE PROJECT:

**Biddeford Recreation Department -
Doors**
PO Box 586
Biddeford, ME 04005

SCOPE OF WORK:

J Richard Martin Community Center - Door Replacement

- Prepare space for Demo of rough opening on Prospect Door #1 and #2
- Remove doors and frame and dispose at recycle center
- Install two (2) 6'-0" x 7'-0" pair of medium stile clear aluminum doors with 2' x '2 Transom windows
 - Frame to be 2" x 4 1/2"
 - All glass to be 1" clear tempered insulated
 - Bottom door panels to be 1" silver stucco panel
- Install concealed vertical rod panic devices on two (2) doors
- Install Norton closers on two (2) doors
- Install thresholds and sweeps on two (2) doors
- Caulk around door frame on two (2) doors
- Job site clean up daily

- **Project to be completed by June 1, 2023**

Labor includes travel time from our corporate office at 688 Calef Highway, Barrington, NH and materials deliveries.

Unforeseen conditions such as rot repair on main structure is not included in this estimate as they are unknown at this time

Owner will supply electricity for the duration of the project

Unified Builders Inc, aka UBI, is an independent contractor dedicated to providing excellent service and quality workmanship every project and will not take direction from the client on how they should conduct such service if the quality of our work would be compromised, or if such direction for services is in violation of code restrictions or other standards of the industry.

UBI relies on information and counsel provided by engineers, inspectors and other professionals when making recommendations to their

Unified Builders, Inc

688 Calef Highway
Barrington, NH 03825
603-905-9004
<http://www.UnifiedBuilding.com>



Estimate Proposal

Biddeford Recreation Department Estimate

BETWEEN THE OWNER:

Biddeford Recreation Department
PO Box 586
Biddeford, ME 04005

AND THE CONTRACTOR:

Unified Builders, Inc

FOR THE PROJECT:

Biddeford Recreation Department -
Doors
PO Box 586
Biddeford, ME 04005

SCOPE OF WORK:

J Richard Martin Community Center - Door Replacement

- Prepare space for Demo of rough opening on Prospect Door #1 and #2
 - Remove doors and frame and dispose at recycle center
 - Install two (2) 6'-0" x 7'-0" pair of medium stile clear aluminum doors with 2' x '2 Transom windows
 - Frame to be 2" x 4 1/2"
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 - Bottom door panels to be 1" silver stucco panel
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 - Install Norton closers on two (2) doors
 - Install thresholds and sweeps on two (2) doors
 - Caulk around door frame on two (2) doors
 - Job site clean up daily
 - **Project to be completed by June 1, 2023**
-

Labor includes travel time from our corporate office at 688 Calef Highway, Barrington, NH and materials deliveries.

Unforeseen conditions such as rot repair on main structure is not included in this estimate as they are unknown at this time

Owner will supply electricity for the duration of the project

Unified Builders Inc, aka UBI, is an independent contractor dedicated to providing excellent service and quality workmanship every project and will not take direction from the client on how they should conduct such service if the quality of our work would be compromised, or if such direction for services is in violation of code restrictions or other standards of the industry.

UBI relies on information and counsel provided by engineers, inspectors and other professionals when making recommendations to their

regulations promulgated thereunder). "Unacceptable material" shall mean any non-hazardous waste which is not permitted to be processed at a facility under applicable laws or permits, source, special nuclear or byproduct material as defined by the Atomic Energy Act of 1954 and the regulations thereunder; asbestos-containing waste; mercury-containing waste; and any waste delivered by Customer which is not approved by Company. If Customer has any questions about whether a particular material is considered hazardous, please call the Company before disposing of the material in the dumpster. Additional fees will be charged for the following: Mattresses, Computers/TV's, Tires, Microwave, Monitors, Propane, Batteries, Fluorescent Bulbs, AC's, Fridge ***NO COOLANT***.

Progress Invoices: Contractor shall submit to Owner/Client a progress invoice for payment upon completion of the scope of work in each segment of the Contract. Contractor's invoice shall be itemized and supported by Contractor's schedule of values and any other substantiating data as required by this Agreement. Owner/Client shall pay each invoice within 7 business days from the date of the invoice.

Allowances: Any lines marked with an (*) indicate an allowance cost. The cost to cover the material(s), including the labor to install the specified material(s), overhead and profit are included. Owner(s) understand and agree that ANY LABOR AND/OR MATERIAL ALLOWANCE AMOUNT may be more, or less than the figure specified in this Contract, and that any adjustments will be made on the final billing for this job. Please note that a Change Order will need to be applied should the cost of the material(s) exceed the agreed upon allowance price listed here.

Transaction Fees: Payments made by a credit or debit card will incur a 3% transaction fee. This fee may change at any time as dictated by the credit card merchant. There is no fee for payments made by check, direct deposit or electronic wire transfer.

Client Selections: All Client choices/selections must be made in a timely manner. Charges resulting in the return of materials due to Client decisions, will be billed to Client. Client is responsible for any restocking and trip/delivery charges.

Change Orders: Any changes to the original scope of work or specification to include upgrades will require a written "Change Order". All change orders must be agreed upon in writing prior to the commencement of the additional/amended work to be performed. Client is responsible for any additional costs due to any Change Order. Unless otherwise agreed upon by both parties, all change orders must be paid in full prior to the commencement of the work to be performed. Under no circumstances shall the client instruct or otherwise direct an employee, contractor and/or subcontractor to make changes in the original scope of work or specification. All requests must be directed to, and approved by management of Unified Builders, Inc and processed as outlined above.

Worksite Conditions: Safety is of paramount concern. Job space/site must be unobstructed and accessible to UBI employees and sub-contractors before the start of work each day. The work site shall be considered inaccessible to anyone who is not a UBI employee, sub-contractor or affiliate. Clients may not enter job site without a UBI representative present. All UBI equipment/tools or sub-contractor equipment/tools are considered private property and are not to be touched or used by Client in any way.

Outside locations shall be maintained by the Client free of snow and properly sand and salted. Client responsible for snow clearing and providing a safe path to work site. If UBI is required to provide snow clearing and sand/salt, Client will be charged for services. Any expenses resulting in work stoppage due to unanticipated snow clearing is the responsibility of the Client.

Dust and noise are unavoidable in all demolition situations. The work location can often be dangerous, so be sure to have young children and pets out of the work area and an unobstructed path cleared through your home to the outdoors.

Client is solely responsible for all delays, damages, and losses caused by its failure to comply with the Worksite Conditions described herein.

UBI shall leave the jobsite cleared of all construction debris and in "broom clean" condition.

Indemnification: To the maximum extent permitted by law, the Client agrees to protect, defend and indemnify UBI against and hold UBI harmless for any and all claims, demands, liabilities, losses, expenses, suits and actions, including attorney's fees, for or on account of any injury to any person, or any death at any time resulting from such injury, or any damage to any property, which may arise (or which may be alleged to have arisen) in any way out of or in connection with the work covered by this Agreement for which the Client is solely responsible.

Limitation of Liability: Except as otherwise provided in this Agreement, in no event shall either party, or any of their affiliates, officers, directors, employees, shareholders, representatives, members, agents or assigns, be liable to the other party or any third party for special, indirect, punitive, incidental or consequential damages or losses of any nature, arising out of or in connection with the execution, performance, or nonperformance of this Agreement or obligations to be provided by either Party hereunder, including, but not limited to, damages resulting from delay, loss of income, profits, revenue, goodwill or opportunity or such damage or loss on account of expenses, investments, loss of sue, cost of replacement or any other loss of commitments in connection with the business or goodwill thereof, and whether such liability is based in contract, tort, negligence, strict liability or otherwise. The Parties agree that this limitation of liability shall survive in full following the completion, expiration or termination of this Agreement.

Warranty: At the completion of the project, Contractor shall warranty the project for one year against defects in workmanship or materials utilized. The manufacturer's warranty will prevail. UBI does not warranty materials/equipment/fixtures that are not directly purchased by UBI.

Dispute Resolution: Any disputes arising from this contract or the project shall be subject to mediation as a mandatory condition precedent to filing suit. Mediation shall take place within sixty (60) days after written notice of the dispute is sent by one party to the other. The parties shall cooperate in good faith to select a mediator and the costs of mediation shall be split evenly between the parties. Nothing in this provision shall prevent UBI from seeking a mechanics' lien pursuant to applicable law. If mediation does not occur within sixty (60) days after written notice of a dispute, the parties may file suit.

Limitation Period: No legal action of any kind relating to the project, project performance or this contract shall be initiated by either party against the other party after one year beyond the completion of the project or cessation.

Entire Agreement: This Agreement contains the entire agreement between the parties. All negotiations and understandings have been included in this Agreement. Statements or representations which may have been made by any party to this Agreement in the negotiation stages of this Agreement may in some way be inconsistent with this final written Agreement. All such statements are declared to be of no value in this Agreement. Only the written terms of this Agreement will bind the parties.

Attorney's Fees: If UBI obtains a legal judgment against Client to enforce UBI's rights under this Agreement, including without limitation to collect any amounts due and owing under this Agreement, UBI shall be entitled to recover its reasonable attorneys' fees and costs in addition to any other relief to which UBI may be entitled.

Force Majeure: No Party to this Agreement shall be liability for as failure or delay in performing any of its obligations under this Agreement if, but only to the extent that, such failure or delay is due to force majeure or other causes beyond the reasonable control of the affected Party, including (a) acts of God, (b) fire, explosion or unusually severe weather, (c) war, invasion, riot or civil unrest, (d) governmental laws, orders, restrictions, actions, embargoes or blockages, (e) national or regional emergency, (f) epidemics, and (g) injunctions, strikes, lockouts, labor trouble or other industrial disturbances; provided, however, that the affected Party shall promptly notify the other of the fore majeure or other condition and shall exert reasonable efforts to eliminate, cure, or overcome any such causes and to resume performance of its obligations as soon as reasonably possible.

NEW HAMPSHIRE LAW, RSA 359-G, CONTAINS IMPORTANT REQUIREMENTS YOU MUST FOLLOW BEFORE YOU MAY FILE ALAWSIDT OR OTHER ACTION FOR DEFECTIVE CONSTRUCTION AGAINST THE CONTRACTOR WHO CONSTRUCTED, REMODELED, OR REPAIRED YOUR HOME. SIXTY DAYS BEFORE YOU FILE YOUR LAWSUIT OR OTHER ACTION, YOU MUST SERVE ON THE CONTRACTOR A WRITTEN NOTICE OF ANY CONSTRUCTION CONDITIONS YOU ALLEGE ARE DEFECTIVE. UNDER THE LAW, A CONTRACTOR HAS THE OPPORTUNITY TO MAKE AN OFFER TO REPAIR AND/OR PAY FOR THE DEFECTS.THERE ARE STRICT DEADLINES AND PROCEDURES UNDER STATE LAW, AND FAILURE TO FOLLOW THEM MAY AFFECT YOUR ABILITY TO FILE A LAWSIDT OR OTHER ACTION.

Acceptance of Agreement

Witness our hand and seal on this ____ day of _____ 20__.

Signed in the presence of:

Witness

Witness

Contractor Signature

Owner Signature



Finance Committee

Meeting Date: March 7, 2023

Meeting Time: 5:00 PM

Agenda Item No: 4.4.

Item Description: Community Center HVAC-Heat Pumps

Submitted by: Carl Walsh, Recreation Director

Supporting Information/Documentation:

Please see attached bids.

Key Terms:

N/A

Executive Summary:

Replacement of four HVAC-Heat Pump Units and installation of one unit to replace two aged window units.

Detailed Review:

The purpose of this project is to remove and replace four units and install one new unit eliminating two aged window units. All units either have failed or are failing. Replacement units to be installed in Rooms 2 and 4, Ross Center and the Recreation Office area. The new install will be in the bingo hall eliminating the two dated window units.

Bids for the project were due on Thursday February 23, however due to the storm and the closing of the Community Center on that day the bids were opened on Monday February 27.

Funding Source:

Amount requested is 43,400.00; funding source is account number 22002-92112-21802 Community Center Improvements. As of 3-1-23, the account balance was 51,624.00.

Staff Recommendation:

Supports lowest Bid submitted by Jim Godbout Plumbing and Heating Inc.

**CITY OF BIDDEFORD
AFFIDAVIT OF NON-COLLUSION**

I swear (or affirm) under the penalty of perjury

1. That I am the Responder (if the Responder is an individual), a partner in the company (if the Responder is a partnership), or an officer or employee of the responding corporation having authority to sign on its behalf (if the Responder is a corporation)
2. That the attached proposal submitted in response to the CC Facility Request for Proposed Solution has been arrived at by the Responder independently and has been submitted without collusion with and without any agreement, understanding or planned common course of action with, any other Responder of materials, supplies, equipment or services described in the Request for Proposed Solution, designed to limit fair and open competition;
3. That the contents of the proposal have not been communicated by the Responder or its employees or agents to any person not an employee or agent of the Responder and will not be communicated to any such persons prior to the official opening of the proposals; and
4. That I am fully informed regarding the accuracy of the statements made in this affidavit.

Responder's Firm Name: David Ross - GORHAM PLUMBING & HEATING

Authorized Signature: [Signature]

Date: 1/16/2023

Subscribed and sworn to me this 16th day of January

Notary Public: Karen Pelletier

My commission expires: 10-4-2028

Karen A. Pelletier
Notary Public, State of Maine
Commission Expires, October 4, 2028

BID – CONTRACT

PROJECT IDENTIFICATION: J Richard Martin Community Center

Heat Pump Project (5 Units)

THIS BID SUBMITTED TO: City of Biddeford, Maine

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an Agreement with OWNER in the form included in the Contract Documents, to complete all work as specified or indicated in the Contract Documents for the Contract Price, and within the Contract Time indicated in this Bid and in accordance with the Contract Documents.
2. BIDDER accepts all of the terms and conditions of the Instructions to Bidders, including without limitations those dealing with the disposition of Bid Security. This Bid will remain open for a minimum of four months after the Bid opening. BIDDER will sign the Agreement and submit the contract security and other documents required by the contract Documents within fifteen (15) days after the date of OWNER'S Notice of Award.
3. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that
 - (a) BIDDER has examined copies of all the Contract Documents and the following addenda:

Date

1/16/2023

Number

(receipt of all which is hereby acknowledged) and also copies of the Invitation to Bid and the Instructions for Bidders;

(b) BIDDER has examined the site and locality where the work is to be performed, the legal requirements (federal, state, and local laws, ordinances, rules, and regulations) and the conditions affecting cost, progress, or performance of the work and has made such independent investigation as BIDDER deems necessary;

(c) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; BIDDER has not directly or indirectly induced or solicited any other BIDDER to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm, or a corporation to refrain from bidding; and

BIDDER has not sought by collusion to obtain for himself any advantage over any other BIDDER or over OWNER.

4. BIDDER agrees that the work will be completed by **June 1, 2023**.
5. BIDDER agrees to pay Owner two hundred dollars (\$200.00) for each day that expires after the time specified for substantial completion until the work is substantially complete.

Respectfully submitted,

By: David Ross

Name and Title Estimator

For: Community Center

(Seal if by a Corporation)

Address: 486 Elm St
Brockton 04005

HVAC UNITS SPECIFICATIONS

- Replacing 4 heat pump units, and one new install (total 5 units).
- (3) 24,000 BTU inverter style Muz-GL24NA-U1 Mitsubishi (standard heat) Exterior units.
- (3) 24,000 BTU White finish ductless wall mounted evaporator MSZ-GL24NA-U1 Mitsubishi heat & cooling.
- (1) 42,000 BTU Mitsubishi PVA-A42AA7 Ducted Heat pump Split system.
- (1) 42K PUZ-HA42NKA Exterior roof unit
- (1) 3 Ton ductless unit. New install.
- (1) White finish ductless wall mounted evaporator heat & cooling. New install.

OUTLINE OF WORK

1. Removal & disposal of existing HVAC units and debris.
2. Install HVAC units to the specifications and to perform all work associated with the installation units inside & outside for a complete and operable product to the satisfaction of the owner.

BIDDER will complete the work for the following prices:

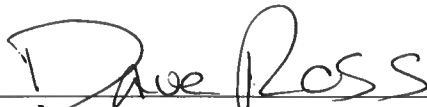
PRICE QUOTE: #1 Ross Center

(1) 24,000 BTU inverter style Muz-GL24NA-U1 Mitsubishi (or equivalent) (standard heat)
Exterior units.

(1) 24,000 BTU White finish ductless wall mounted evaporator MSZ-GL24NA-U1
Mitsubishi heat & cooling (or equivalent).

<u>Item No.</u>	<u>Units</u>	<u>Per Unit</u>	<u>In Words</u>	<u>Figures</u>
1.	1.0	lump sum	<u>six thousand</u>	<u>\$ 6,000</u>

TOTAL AMOUNT


Signed


Date 1/16/2023

PRICE QUOTE: #2 Room 4

(1) 24,000 BTU inverter style Muz-GL24NA-U1 Mitsubishi or equivalent (standard heat) exterior
units.

(1) 24,000 BTU White finish ductless wall mounted evaporator MSZ-GL24NA-U1
Mitsubishi heat & cooling or equivalent.

<u>Item No.</u>	<u>Units</u>	<u>Per Unit</u>	<u>In Words</u>	<u>Figures</u>
1.	1.0	lump sum	<u>Six thousand</u> <u>five hundred</u>	<u>\$ 6,500</u>

TOTAL AMOUNT


Signed


Date 1/16/2023

PRICE QUOTE: #3 Room 2

Room 2

(1) 24,000 BTU inverter style Muz-GL24NA-U1 Mitsubishi or equivalent (standard heat) exterior units.

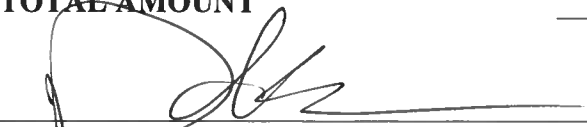
(1) 24,000 BTU White finish ductless wall mounted evaporator MSZ-GL24NA-U1 Mitsubishi heat & cooling or equivalent.

<u>Item No.</u>	<u>Units</u>	<u>Per Unit</u>	<u>In Words</u>	<u>Figures</u>
1.	1.0	lump sum	Six thousand five hundred	\$6,500
TOTAL AMOUNT				
				
Signed				Date 1/16/2023

PRICE QUOTE: #4 Heat Pump-New install Bingo Hall

(1) 3-ton heat pump unit inverter style condenser (standard heat).

(1) White finish ductless wall mounted evaporator-providing heating and cooling piped to condenser.

<u>Item No.</u>	<u>Units</u>	<u>Per Unit</u>	<u>In Words</u>	<u>Figures</u>
1.	1.0	lump sum	Eight thousand Eight hundred	\$8,800
TOTAL AMOUNT				
				
Signed				Date 1/16/2023

PRICE QUOTE: #5 Recreation Office Space

(1) 42,000 BTU Mitsubishi PVA-A42AA7 Ducted Heat pump Split system.

(1) 42K PUZ-HA42NKA exterior roof unit.

<u>Item No.</u>	<u>Units</u>	<u>Per Unit</u>	<u>In Words</u>	<u>Figures</u>
1.	1.0	lump sum	15,600 Fifteen thousand Six hundred	\$15,600

TOTAL AMOUNT

Signed

Date

END OF SECTION BID

SeaCoast Mechanical, LLC

Heating and Air Conditioning

999 Roosevelt Trail

Windham ME. 04062

Ph# 207-591-5177 office

Proposal

City of Biddeford
PO Box 586
205 Main Street Biddeford ME. 04005

Site location – J Richard Martin
Community Center
189 Alfred Street
Biddeford ME. 04005

Date: 12/21/2022

Carl Walsh - Director
Carl.walsh@biddefordmaine.org
207-283-0841

Description of work to be covered under this proposal. SeaCoast Mechanical shall provide labor and material to replace four heat pumps and install one new heat pump.

(3) 24,000 Btu inverter style Muz-GL4NA-ul Mitsubishi Standard heat

(3) 24,000 BTU White finish ductless wall mounted evaporator MSZ-GL24NA-UL Mitsubishi heat & cooling.

(1) 42,000 BTU Mitsubishi PVA-A42AA7 ducted heat pump split system.

(1) 42kPUZ-HA42NKA exterior roof unit.

(1) 3 ton ductless unit. New install.

All work will be done under the Description section of project #6757517 see attached.

Total cost labor and material for proposed work \$72,000.00

You agree to pay invoice within 30 days from invoice date.

By signing this proposal you agree to the terms above.

Customer Signature _____ Date _____

Sea Coast Mechanical LLC _____ Date _____
seacoastmechancial@yahoo.com Paul Baillargeon cell 207-939-8356

The project site is located at J Richard Martin Community Center, 189 Alfred Street. Projects includes Replacing 4 heat pump units, and one new install (total of 5 units)

(3) 24,000 BTU inverter style Muz-GL24NA-U1 Mitsubishi (standard heat) Exterior units.

(3) 24,000 BTU White finish ductless wall mounted evaporator MSZ-GL24NA-U1 Mitsubishi heat & cooling

(1) 42,000 BTU Mitsubishi PVA-A42AA7 Ducted Heat pump Split system.

(1) 42K PUZ-HA42NKA Exterior roof unit

(1) 3 Ton ductless unit. New install.

(1) White finish ductless wall mounted evaporator heat & cooling. New install Heat Pump Replacement # 1 Ross Center Remove and dispose LG exterior unit, interior unit, line set and slim duct. Install one Mitsubishi 24,000 BTU inverter style condenser (or equivalent commercial grade or better) model MUZ-GL24NA-U1 (standard heat). Exterior unit to be mounted on a wall bracket supplied by bidder. Unit to be installed in the same area as previous unit. Install one Mitsubishi 24,000 BTU model MSZ-GL24NA-U1 (or equivalent commercial grade or better) white finish ductless wall mounted evaporator providing heating and cooling piped to condenser model MUZ-GL24NA. Interior unit to be mounted in the same location as the previous unit. Line set and slim duct will follow the same path as the previous location. Heat Pump Replacement # 2 Room 4 Remove and dispose Mitsubishi exterior unit, interior unit, line set and slim duct. Install one Mitsubishi 24,000 BTU inverter style condenser (or equivalent commercial grade or better) model MUZ-GL24NA-U1 (standard heat). Exterior unit to be mounted on a wall bracket supplied by bidder. Unit to be installed in the same area as previous unit. Install one Mitsubishi 24,000 BTU model MSZ-GL24NA-U1 (or equivalent commercial grade or better) white finish ductless wall mounted evaporator providing heating and cooling piped to condenser model MUZ-GL24NA. Interior unit to be mounted in the same location as the previous unit. Line set and slim duct will follow the same path as the previous location. Heat Pump Replacement # 3 Room 2 Remove and dispose Mitsubishi exterior unit, interior unit, line set and slim duct. Install one Mitsubishi 24,000 BTU inverter style condenser (or equivalent commercial grade or better) model MUZ-GL24NA-U1 (standard heat). Exterior unit to be mounted on a wall bracket supplied by bidder. Unit to be installed in the same area as previous unit. Install one Mitsubishi 24,000 BTU model MSZ-GL24NA-U1 (or equivalent commercial grade or better) white finish ductless wall mounted evaporator providing heating and cooling piped to condenser model MUZ-GL24NA. Interior unit to be mounted in the same location as the previous unit. Line set and slim duct will follow the same path as the previous location. #4 Heat Pump-New install Bingo Hall Install new 3-ton heat pump unit inverter style condenser (standard heat). Exterior unit to be mounted on a wall bracket supplied by bidder. Also to include one white finish ductless wall mounted evaporator providing heating and cooling piped to condenser. Heat Pump Replacement # 5 Recreation Office space Heat Pump replacing old system that has failed using R-22 refrigerant. Evacuate, remove old air handler and condenser on roof. Install Mitsubishi PVA-A42AA7 42,000 BTU ducted Heat pump split system. Install one 42K PUZ-HA42NKA exterior unit on roof (or equivalent commercial grade or better). This shall be controlled by one Mitsubishi wall thermostat to be install (or equivalent). Install piping to outdoor unit along with communication wiring, and line voltage. Connect to existing duct and use standard air filter. Condensate shall be piped to existing drain. Price to include;

All electrical work associated with this project.

Evacuate charge and test system.

This will provide heating and cooling through inverters.

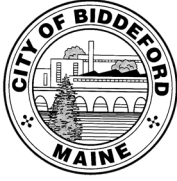
Units shall run with wall thermostat to be install.

Cost includes lift rental.

Units shall run with remote control.

Purge, refill and test system. The City of Biddeford (city) shall bear none of the costs incurred by any proposer or potential proposer in their preparation of the proposed solution documents or any visits

to inspect the project site. All such costs are the responsibility of the proposer. Questions regarding this RFP need to be submitted in writing (email/letter). Phone inquiries will not be accepted. All questions and requests for clarification shall be posted to the City's "Current RFP's, RFQ's" website. Name: Carl Walsh Title: Recreation Director Address: PO Box 586, Biddeford ME 04005 Telephone: 207-283-0841 E-mail address: carl.walsh@biddefordmaine.org Other persons are not authorized to discuss RFP requirements before the proposal submission deadline, the City shall not be bound by, and responders may not rely on information regarding RFP requirements obtained from non-authorized persons. The question and subsequent answer to all inquiries will be posted to the City website for all vendors to see. Individual responses will not be issued. In some instances, an interview will also be part of the selection process. The City reserves the right to name a date at which selected responding vendors will be invited to present demonstrations or participate in an interview. The City will make every effort to reach a decision by the date identified in the Selection and Implementation Timeline



Finance Committee

Meeting Date: March 7, 2023

Meeting Time: 5:00 PM

Agenda Item No: 4.5

Item Description: AUTHORIZATION - Riverwalk Permitting and Bid Package, Wright-Pierce

Submitted by: Brian S. Phinney, COO

Supporting Information/Documentation:

Amendment No 2 to Agreement Between the City of Biddeford and Wright-Pierce for Engineering Services Associated with Biddeford Riverwalk

Key Terms:

N/A

Executive Summary:

Request for authorization to sign *Amendment No 2 to Agreement Between the City of Biddeford and Wright-Pierce for Engineering Services Associated with Biddeford Riverwalk* in order to finalize engineering, submit permits, and perform bid services to allow for construction of the Riverwalk from Laconia Plaza to Pearl Street.

Detailed Review:

The City engaged the services of Wright-Pierce for concept design of the remaining sections of the Biddeford Riverwalk¹ in November of 2017. In 2019 Amendment No. 1 was executed to refine the scope of work for three sections, design coordination for two sections, and permitting for the Laconia Plaza switchback and Segments B-D, which are the segments from Laconia Plaza to Pearl Street.

The easement process was not completed in time for the CY20 construction season pushing construction to CY21. The City later found that Brookfield Energy was performing work on the east channel fish ladder and dam requiring flow to be diverted to the west channel of the Saco River (Biddeford side). This prevented in-river work in CY21 because the permitting for in-river work is limited to July through November so as not to interfere with fish migration. Brookfield Energy obtained a project extension

¹ Segment B—Saco Falls Boardwalk; Segment C—Falls Plaza; Segment D1-Riverdam Boardwalk; Section D2-Riverdam Connector; Segment E-Pearl Plaza; Segment F-Spring Island Boardwalk Connector; Segment G-Elm Street Crossing; Segment H-Diamond Street Connector Boardwalk; Overland Connection-Riverwalk to Main Street and Lincoln Street

precluding the City from work in CY22. In addition, easements for Sections B & C required revision due to change in ownership and project design area (for the ADA lift).

The Amendment adds a review of cast-in-place wall construction versus block wall reconstruction in light of the river wall failure at the Overlook. The scope also adds a provision for lighting along the segments to address concerns with safety. It should be noted that the Riverwalk is currently restricted to dawn to dusk access. Adding a provision for lighting is both economical and prudent at this time given the ongoing buildout of Pearl Street and active redevelopment of the Pepperell Campus. Availability of suitable power for the lights and ADA lift was an issue that delayed design and has since been resolved by tying in to the power grid at the end of Pearl Street.

With execution of this Amendment, the City will be positioned to bid the project this spring in anticipation of construction-phase award when the in-river permitting allows resulting in completion of the Riverwalk from Laconia Plaza to Pearl Street.

Funding Source:

The City has a \$3,000,000 reserve from the garage project specific to Riverwalk construction that did not align with the garage construction project for the reasons specified above.

Staff Recommendation:

Staff recommends execution of Amendment No. 2.

AMENDMENT NO. 2
TO
AGREEMENT BETWEEN
THE CITY OF BIDDEFORD
AND
WRIGHT-PIERCE
FOR
ENGINEERING SERVICES ASSOCIATED WITH
BIDDEFORD RIVERWALK

AMENDMENT NO. 2
TO
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THE CITY OF BIDDEFORD
AND
WRIGHT-PIERCE
FOR
ENGINEERING SERVICES ASSOCIATED WITH
BIDDEFORD RIVERWALK

This AMENDMENT made the ____ day of _____, 2023, 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 development of front-end specifications and bidding services.

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.

I. Re-initiate and Finalize Design Plans and Permit Documents

- A. To complete the scope of final design services, Wright-Pierce will reinitiate drawing production, finalize the details for construction, and complete quality control and quality assurance checks of the final design deliverables. We will finalize plans and technical specification development based on current codes and material standards for the civil, structural, architectural, and electrical components of the Project. Deliverables include construction drawings and updated opinion of project costs. Project permitting will be completed including the NRPA Individual Permit and the US Army Corps of Engineers (USACE) Category 2 General Permit for the proposed Riverwalk extending from Laconia Plaza to the north side of the Riverdam Building. Three remote meetings and one in-person meeting is assumed for permit coordination with NRPA, USACE, and the Saco River Corridor Commission. Subtasks include:
 - a. Finalize design and detailing of the switchback ramp to Laconia plaza.

- b. Finalize design and detailing of a pile supported 6' wide boardwalk section.
- c. Finalize design and detailing of a 10' wide boardwalk section partially pile supported and partially supported on the existing canal wall.
- d. Repair and reconfiguration of existing stone stairs at the Mill at Saco Falls.

II. Added Design Scope Items

A. The following items, previously not included in the Scope of Work, are included in this amendment:

- a. Design Development of Segments C and D: Wright Pierce will build on prior Design Coordination efforts for these segments to develop final design and details for construction and complete quality control and quality assurance checks of the final design deliverables. Plans and technical specifications will be developed based on current codes and material standards for the civil, structural, and architectural components of the Segments C and D. Accessibility at the Riverdam' building is assumed to be through the building to an internal elevator allowing access to the upper level of the Riverwalk. Subtasks include:
 - i. Design and detailing of a variable width path supported on the existing wall at the northeast corner of the Mill at Saco Falls and Riverdam building.
 - ii. It was previously unknown that the facility would be open in winter months. Shielding will be designed and details to protect the structure and path from being iced over from river spray/mist in winter months.
 - iii. Design and detailing of a new stair tower at the Riverdam building
 - iv. Design and detailing of protective screening, guards, and railing systems for Segments C and D to complement guards and railing systems provided in Segments A and B.
- b. Alternatives review including development of opinion of costs and detailing to compare and allow a cast-in-place concrete retaining wall solution for Segment B in lieu of repair, reconstruction, and repointing of existing granite block portions of walls. The cast-in-place wall alternate will be included on the plans and within the specifications.
- c. Design, detailing and code compliance for structural, architectural, and electrical details will be provided for a vertical platform lift planned near the northeast corner of the Mill at Saco Falls building to provide an accessible path in addition to the proposed reconstructed stairs. Design and detailing will be included for a concrete path at the lower level of the lift and a boardwalk connector at the upper level of the lift.

- d. Easement Coordination: Easement coordination was originally assumed out of scope, to be completed by the City. Wright-Pierce has attended several in person and virtual meetings on an ongoing manner to support procurement of easements.
- e. Electrical Design: Incorporate up to five ornamental lights as specified by the City along the length of the Riverwalk. Design services will include:
 - i. Conduct an on-site meeting with Central Maine Power and the City of Biddeford to determine power source needs for proposed site lighting. It is assumed that the existing pump station at the North Dam Mill building or a new transformer on Pearl Street will power the proposed lighting.
 - ii. Complete lighting design and layout of conduit and hand holes on the plans for installation of ornamental ‘dark sky’ fixtures assumed to be:
 - 1. Post by Holophane – Camden Aluminum Roadway Arm, single arm, 36” length.
 - 2. Luminaire by Holophane - Esplanade Teardrop Pedestrian Roadway LED Pendant
 - iii. Provide Electrical Details, Diagrams, and Schedules for conduit, wiring, and fixtures on the project drawings.
 - iv. Provide bid instructions and specifications on the plans for Electrical – General and Light Poles and Fixtures.
 - v. Structural design and detailing of concrete bases or steel brackets for each light pole to be integrated into the boardwalk.

III. Project Specifications / Bidding Documents

- A. Wright-Pierce will attend meetings with the City, prepare meeting figures, and develop bid specifications to allow the project to be issued for bid as a stand-alone project rather than through inclusion into the scope of the Parking Garage project as originally intended. This task will require development of Division 0 and Division 1 Specifications in EJCDC format for Segments A, B, C, D, and the Lincoln Mill Sidewalk Connection. Technical specifications as needed for construction will be included on the construction plans.

IV. Bid Phase Services

- A. Bidding services will include advertising for bids, distribution of drawings and specifications, maintaining a list of bidders, responding to bidder questions, preparation, and attendance at one pre-bid conference, preparing and issuing

bid addenda, attending the bid opening, tabulating, and evaluating bids and preparing a letter of recommendation regarding award of the contract.

- 3. SCHEDULE: ENGINEER will proceed with above tasks upon approval and direction from the City to move forward with preparation of project plans, permits, specifications, bidding services, and added scope items as noted above. Permits will be submitted to allow for construction of the project in 2023 in recognition of the anticipated low-flow summer in-water work window.

- 4. SECTION 2 – COMPENSATION: For Scope Items defined above as Re-initiate and Finalize Design Plans and Permit Documents, Added Design Scope Items, Project Specifications / Bidding Documents, and Bid Phase Services, an engineering budget of \$79,600.

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:

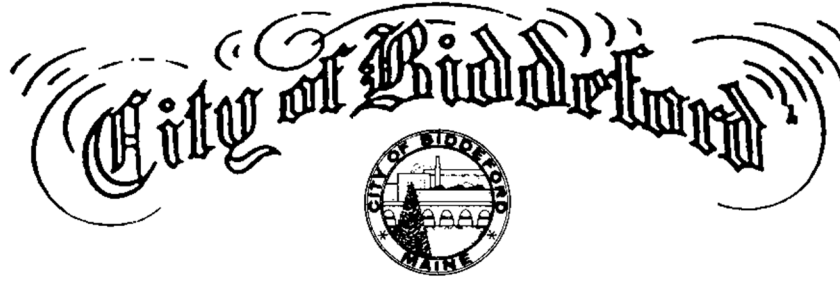
Title:

Date:

By:

Title:

Date:



2023.22

IN BOARD OF CITY COUNCIL... MARCH 7, 2023

BE IT ORDERED, by the City Council of the City of Biddeford that the City Manager execute *Amendment No 2 to Agreement Between the City of Biddeford and Wright-Pierce for Engineering Services Associated with Biddeford Riverwalk* in the amount of \$79,600 for Riverwalk permitting, engineering and bidding services for construction.

Note: The Finance Committee will review the Order on March 7, 2023.

Order as it will appear on
the March 7, 2023 Council
Agenda