

City of Biddeford
Finance Committee
January 07, 2021 5:00 PM Via ZOOM
When: Jan 7, 2021 05:00 PM Eastern Time (US and Canada)
Topic: Finance Committee Meeting

Please click the link below to join the webinar:
<https://biddeford.zoom.us/j/92927158963?pwd=VUNJZl1h0L3ZuaWdySE1DYlA2TjVQdz09>

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253 215 8782 or +1 346 248 7799**

Webinar ID: 929 2715 8963

International numbers available: <https://biddeford.zoom.us/j/92927158963>

- 1. Call to order**
- 2. Approval of the Minutes**
 - 2.1. Finance Committee Minutes...December 15, 2020
[12-15-2020 Finance Committee Minutes.rtf](#)
- 3. Signing of the expenditure warrant**
 - 3.1. Warrant for December 22, 2020
- 4. Discussion/Approval**
 - 4.1. Approval/Adjustment to Contract with Business Equipment Unlimited/Photocopiers
[1-05-2021 Xerox Copier Exchange-Addition-MEMO.docx](#)
[1-05-2021 Xerox Copier Exchange-backup doc.pdf](#)
 - 4.2. Recommendation/Purchase of Department of Public Works Pickup Truck
[1-05-2021 DPW Pickup Truck Purchase-MEMO.docx](#)
[1-05-2021 DPW Pickup Truck Purchase- BIDS.doc](#)
[1-05-2021 DPW Pickup Truck Purchase-OConnor GMC-ORDER.docx](#)
[1-05-2021 DPW Pickup Truck Purchase-Hybrid-ORDER.docx](#)
 - 4.3. Recommendation/Purchase of Plow Truck/Freightliner of Maine, Inc.
[1-05-2021 DPW Plow Truck Purchase-MEMO.docx](#)
[1-05-2021 DPW Plow Truck Purchase-BIDS.doc](#)
[1-05-2021 DPW Plow Truck Purchase-ORDER.docx](#)
 - 4.4. Recommendation/Wastewater Treatment Plant Revenue Bond
[1-05-2021 Wastewater Revenue Bond-MEMO.docx](#)
[1-05-2021 Wastewater Revenue Bond-Demers Memo.doc](#)
[1-05-2021 Wastewater Bond Revenue Loan-Biddeford Savings Term Sheet.pdf](#)
[1-05-2021 Wastewater Bond Revenue Loan Quotes.xlsx](#)

- 4.5. Recommendation/Grant Matching Funds for Development of Cultural Plan/Reinholt Consulting, LLC
 - [1-05-2021 Grant Match-Cultural Plan-MEMO.docx](#)
 - [1-05-2021 Grant Match-Cultural Plan-ORDER.doc](#)
 - [1-05-2021 Grant Match-Maine Arts Comm Agreement.pdf](#)
 - [1-05-2021 Grant Match-Cultural Plan-Reinholt Consulting.pdf](#)
 - [1-05-2021 Grant Match-Cultural Plan-Mayor Letter of Support.pdf](#)
- 4.6. Recommendation/Award of 3-Year CDBG Contract for Rehabilitation Specialist Services
 - [1-05-2021 Housing Rehab Consulting Services MEMO.docx](#)
 - [1-05-2021 Housing Rehab Consulting Services Contract Award-ORDER.docx](#)
 - [1-05-2021 Housing Rehab Consulting Services Proposals and Scoring Sheets.pdf](#)
 - [1-05-2021 Rehab Consulting Serv-Cost Estimate.pdf](#)
- 5. Other Business**
- 6. Adjournment**

City of Biddeford
Finance Committee Meeting Minutes
December 15, 2020
(Due to COVID-19, the meeting was held virtually via ZOOM)

The meeting was called to order at 5:00 p.m. by the Chair, Councilor John McCurry.

Present: Chair, Council President, John McCurry; Mayor Alan Casavant; Councilor Stephen St. Cyr; Councilor Mike Ready; City Manager, James Bennett; City Clerk, Carmen Morris; and Finance Director, Alison Garrison.

Adjustment to the Agenda

No adjustment to the agenda.

Approval of Minutes of November 17, 2020

Motion by Councilor Ready to approve the minutes as printed, seconded by Councilor St. Cyr.

Vote: unanimous.

Motion carries 4-0.

Expenditure Warrants:

- **November 24, 2020**
- **December 1, 2020**
- **December 9, 2020**
- **December 15, 2020**

The warrants were emailed to the Finance Committee members for their review.

Motion by Councilor Ready to approve all the expenditure warrants, seconded by Councilor St. Cyr.

Vote: unanimous

Motion carries 4-0.

Discussion/Approval

Recommendation/Upgrade of Boiler System in City Hall Building

Motion by Councilor Ready to recommend Option 2 of the Jim Godbout Plumbing & Heating bid proposal in the amount of \$81,920.00, seconded by Councilor St. Cyr.

Vote: unanimous.

Motion carries 4-0.

Recommendation/Purchase of Pumps for Bernard Avenue Sewer Pump Station

Motion by Councilor Ready to recommend the purchase of two pumps for the Bernard Avenue Sewer Pump Station from Hayes Pumps, Inc. in the amount of \$19,570.00, seconded by Councilor St. Cyr.

Vote: unanimous.

Motion carries 4-0.

Other Business

Review of October 2020 Financials

The October 2020 Financials were provided to the Finance Committee prior to the meeting for their review.

Councilor St. Cyr asked which revenue line item is the Courthouse funds. Jim explained they should have all been in the Building Permit line under Code Enforcement.

Councilor St. Cyr asked where the COVID funds had been budgeted. Jim explained those funds might have been put in the wrong account and that the Grant funds secured for election purposes still needs to be finalized.

Councilor Ready had a few questions about the undefined funds and what they were. Jim noted he would take a look at that. Councilor Ready asked what COVID related funds have been received by the City, not the School, and what COVID funds have been expended. Also, on the Ice Arena, he asked if they had applied for any of the PPE funds, and what are their current staffing levels in light of the fact that the Arena has not been selling ice time as they typically do this time of year.

Motion to adjourn made by Councilor Ready, seconded by Councilor St. Cyr. .

Vote: unanimous.

Motion carries 4-0.

Adjourned at 5:16 p.m.



Finance

Meeting Date: 1/5/2021

Meeting Time: 5:00 PM

Agenda Item No:

Item Description: With the last printer replacement, a couple of changes need to be made. We need to add an additional copier for the HR Department. It was an oversight on my part. They need the additional unit so they can keep their document management project on task, as well as their printing and copying needs. Also Finance needs a unit that is capable of color as well as black and white. These changes total an additional \$1,598 per year. We are still under previous year's costs, and given the initial printing reports we expect to see additional savings as the year progresses.

Submitted by: Jerry Gerlach

Supporting Information/Documentation: Sales Order

Key Terms:

Lease adjustment

Executive Summary:

Detailed Review:

Funding Source: Current Lease

Staff Recommendation: Approve adjusting the current least by an additional \$1,598.00 per year.

Terms and Conditions

1. **Definitions.** The first page of this Sales Order/Service Agreement is called the Cover Page. The Cover Page and these Terms and Conditions, along with a listing of additional products on Schedule A (if attached), represent the agreement (the "Agreement") between Business Equipment Unlimited ("Company") and the Customer, with respect to the acquisition of those Products identified on the Cover Page and/or Schedule A. "Products" shall mean the equipment ("Equipment") and any software. Throughout this Agreement the words "We," "Our," and "Us" refer to Company. The words "You" and "Your" refer to the Customer indicated on the reverse.
2. **Scope.** This Agreement may be executed for:
 - a) A **SALE** of Products. If a SALE, Company hereby offers to sell and Customer hereby agrees to purchase those Products in the quantity and for the price indicated on the Cover Page (and/or Schedule A). Payment terms are Cash on Delivery ("COD"). Alternatively, if Customer has a verifiable credit account in good standing with Company, Customer may elect to be invoiced for the Products; or
 - b) A **LEASE** of Products. If a LEASE, Customer will execute a separate lease agreement which will fund the purchase of the Products in the quantity indicated on the Cover Page for the benefit of Customer. Upon execution of a lease agreement, the Customer shall be responsible to lessor to satisfy the terms and conditions of the lease. If, however, a lease agreement cannot be executed within 15 days of Customer's execution of this Agreement, Customer must immediately pay cash for the Products or return the Products to Company in Like New condition.
3. **Delivery and Installation.** Unless specified otherwise on the Cover Page, the Company shall deliver and install the Products at the location specified by Customer on the Cover Page unless: (1) Customer has not made available at that address a suitable place of installation as specified by the Company; or (2) Customer has not made available suitable electrical service in accordance with the Underwriter's Lab ("UL") requirements. All risk of loss will transfer to the Customer upon delivery.
4. **Taxes.** Unless specifically set forth on the Cover Page where indicated, payments are exclusive of all state and local sales, use, excise, privilege and similar taxes. You will pay when due, either directly or to Us upon demand, all taxes, fines and penalties relating to this Agreement that are now or in the future assessed or levied.
5. **Limited License to Use Software.** Company grants (and is hereby authorized by its licensor's to grant) you a non-exclusive, non-transferable license to use in the U.S.: (a) software and accompanying documentation ("Base Software") only with the Equipment with which it was delivered; and (b) Software that is set forth as a separate line item in this Agreement ("Application Software") (including its accompanying documentation), as applicable, for as long as you are current in the payment of all applicable software license fees. "Base Software" and "Application Software" are referred to collectively as "Licensed Software". You have no other rights and may not: (1) distribute, copy, modify, create derivatives of, decompile, or reverse engineer Licensed Software; (2) activate Licensed Software delivered with the Equipment in an inactivated state; or (3) allow others to engage in same. Title to, and all intellectual property rights in, Licensed Software will reside solely with Company and/or its licensors (who will be considered third-party beneficiaries of this Section). Licensed Software may contain code capable of automatically disabling the Equipment. Disabling code may be activated if: (x) Company is denied access to periodically reset such code; (y) you are notified of a default under this Agreement; or (z) your license is terminated or expires. The Base Software license will terminate: (i) if you no longer use or possess the Equipment; or (ii) upon the expiration or termination of any applicable lease which accompanies this Agreement, unless you have exercised your option to purchase the Equipment. Neither Company nor its licensors warrant that Licensed Software will be free from errors or that its operation will be uninterrupted. The foregoing terms do not apply to Diagnostic Software or to Licensed Software/documentation accompanied by a clickwrap or shrink-wrap license agreement or otherwise made subject to a separate license agreement.
6. **Warranty.** You acknowledge that the Products covered by this Agreement was selected by You based upon Your own judgment. COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF NON-INFRINGEMENT; IMPLIED WARRANTIES OF MERCHANTABILITY; OR FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE SPECIFICALLY AND UNRESERVEDLY EXCLUDED.
7. **Limitation of Liability.** In no event, shall Company be liable for any indirect, special, incidental, consequential damages, loss of profits, or punitive damages whether based in contract, tort, or any other legal theory and irrespective of whether Company has notice of the possibility of such damages.
8. **Default; Remedies.** Any of the following events or conditions shall constitute an Event of Default under this Agreement: (a) failure to make payment when due of any indebtedness to Company or for the Products, whether or not arising under this Agreement, without notice or demand by Company; (b) breach by You of any obligation herein; or (c) if You cease doing business as a going concern. If You default, Company may: (1) require You to immediately pay any remaining unpaid balance of the Agreement; (2) terminate any and all agreements with You, and/or (3) pursue any other remedy permitted at law or in equity. You agree that any delay or failure of Company to enforce its rights under this Agreement does not prevent Company from enforcing any such right at a later time. All of Company's rights and remedies survive the termination of this Agreement.
9. **Indemnification.** You are responsible for and agree to indemnify and hold Us harmless from, any and all (a) losses, damages, penalties, claims, suits and actions (collectively, "Claims"), whether based on a theory of contract, tort, strict liability or otherwise caused by or related to Your use or possession of the Products, and (b) all costs and attorneys' fees incurred by Us relating to such claim.
10. **Electronic Execution.** An electronically transmitted version of this Agreement may be considered the original and You will not have the right to challenge in court the authenticity or binding effect of any faxed or scanned copy or signature thereon.
11. **Miscellaneous.** (a) Choice of Law. This Agreement shall be governed by the laws of the State of Maine (without regard to the conflict of laws or principles of such states); (b) Jury Trial. YOU EXPRESSLY WAIVE TRIAL BY JURY AS TO ALL ISSUES ARISING OUT OF OR RELATED TO THIS AGREEMENT; (c) Entire Agreement. This Agreement constitutes the entire agreement between the parties with regards to the subject matter herein and supersedes all prior agreements, proposals or negotiations, whether oral or written; (d) Enforceability. If any provision of this Agreement is unenforceable, illegal or invalid, the remaining provisions will remain in full force and effect; (e) Amendments. This Agreement may not be amended or modified except by a writing signed by the parties; provided You agree that we are authorized, without notice to You, to supply missing information or correct obvious errors provided that such change does not materially alter Your obligations; (f) Force Majeure. Company shall not be responsible for delays or inability to provide Products or Services caused directly or indirectly by strikes, accidents, climate conditions, parts availability, unsafe travel conditions, or other reasons beyond our control; (g) Company has the right to modify/correct any clerical errors.



Finance Committee

Meeting Date: 1/5/2021

Meeting Time: 5:00 PM

Agenda Item No: [match agenda item #]

Item Description: pickup truck

Submitted by: Carl Marcotte

Supporting Information/Documentation:

Bid tabulation

Executive Summary:

Approval to purchase a new Pickup truck

Detailed Review:

We are seeking approval to trade in a 2007 Ford Expedition with 66,050 miles. We advertised and received 3 bids, this truck will be used by the director. We have been instructed to purchase hybrid vehicles when they are available. The hybrid truck that is available cost \$36,399.00 with trade and the low bid for the regular pickup is \$31,960.00 with trade.

Funding Source:

This truck was budgeted in line 21204-60603. In the CIP request we estimated the cost to be \$35,000.00

Staff Recommendation:

Open for discussion

Bid Opening for a 4x4 ½ Ton Crew Cab Pick-Up Truck

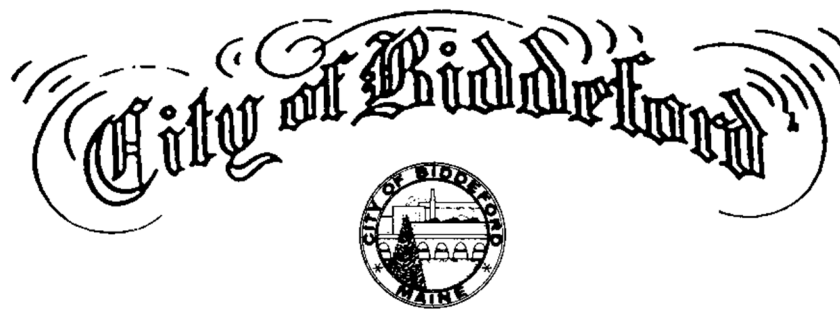
Present: Jerry Court – Public Works Mike Bean - Freightliner
 Kara Cote – Public Works Richard Morrison – Allegiance Trucks
 Rob Cyr - Peterbilt

Bids were opened at the Public Works Department on December 18, 2020 at 11:00am.

<u>O'Connor</u>	2021 GMC Sierra	\$33,960.00
	Trade-in	\$2,000.00
	Total:	\$31,960.00

<u>Arundel Ford</u>	2021 F-150	\$36,043.00
	Trade-in	\$1,800.00
	Total:	\$34,243.00
	Hybrid	\$38,199.00
	Trade –in	\$1800.00
	Total	\$36,399.00

<u>Quirk Chevrolet</u>	2021 Chevrolet Silverado	\$34,500.00
	Trade-in	\$2,500.00
	Total:	\$32,000.00



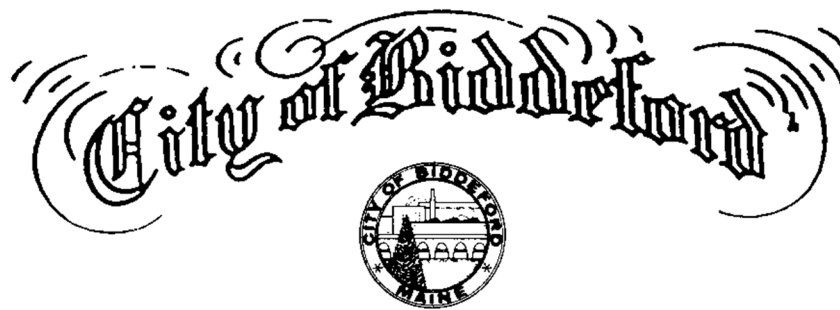
2021.3

IN BOARD OF CITY COUNCIL.....JANUARY 5, 2021

BE IT ORDERED, that the City Manager be authorized to purchase one (1) 2021 GMC Sierra crew cab Pickup truck as per bid of December 18, 2020 (the "Equipment") from O'Conner GMC (the "Vendor") and may pay the Vendor an amount not to exceed \$33,960.00 (before discounts valued at \$2,000.00) for the Equipment as follows:

1. The City of Biddeford expects to incur debt to reimburse expenditures to pay the cost of the Equipment;
2. The City of Biddeford reasonably expects that the maximum principal amount of the debt, including for reimbursement purposes, is \$33,960.00 ;
3. The City Manager, on behalf of the City of Biddeford, is authorized to enter into a lease purchase, loan or other financing agreement for the Equipment provided that (a) the principal amount of such agreement will not exceed \$33,960.00, (b) the term of such agreement will not exceed one hundred and twenty (120) months and (c) any obligation of the City of Biddeford to make lease or loan payments pursuant to such agreement is subject to annual appropriation by the City Council of the City of Biddeford;
4. The City Manager is authorized to advance money from the General Fund of the City for payment of the costs of the Equipment; and
5. The City Manager, on behalf of the City of Biddeford, is authorized to negotiate, enter into, execute, deliver and cause to be performed, and to approve, any and all agreements, instruments, certificates and other documents, and to grant security interests in the Equipment, upon such terms, conditions, limitations and undertakings, which the City Manager determines are necessary and proper for the acquisition and financing of the Equipment, provided that any lease purchase, loan or other financing agreement will be countersigned by both the Mayor and the Treasurer of the City of Biddeford. Without limiting the foregoing, the City Manager, on behalf of the City of Biddeford, in connection with the acquisition of the Equipment, is authorized to sell, transfer, trade in or otherwise dispose of any equipment, which the City Manager determines is no longer useful to the City of Biddeford.

NOTE: The Finance Committee will review this item on January 5, 2021 and vote to recommend it to the City Council for approval. The lease-purchase of this item is included in the FY20/21 CIP budget line 21204-60603.



2021.3

IN BOARD OF CITY COUNCIL.....JANUARY 5, 2021

BE IT ORDERED, that the City Manager be authorized to purchase one (1) 2021 Ford F-150 Hybrid crew cab Pickup truck as per bid of December 18,2020 (the “Equipment”) from Arundel Ford (the “Vendor”) and may pay the Vendor an amount not to exceed \$38,199.00 (before discounts valued at \$1,800.00) for the Equipment as follows:

1. The City of Biddeford expects to incur debt to reimburse expenditures to pay the cost of the Equipment;
2. The City of Biddeford reasonably expects that the maximum principal amount of the debt, including for reimbursement purposes, is \$38,199.00 ;
3. The City Manager, on behalf of the City of Biddeford, is authorized to enter into a lease purchase, loan or other financing agreement for the Equipment provided that (a) the principal amount of such agreement will not exceed \$38,199.00, (b) the term of such agreement will not exceed one hundred and twenty (120) months and (c) any obligation of the City of Biddeford to make lease or loan payments pursuant to such agreement is subject to annual appropriation by the City Council of the City of Biddeford;
4. The City Manager is authorized to advance money from the General Fund of the City for payment of the costs of the Equipment; and
5. The City Manager, on behalf of the City of Biddeford, is authorized to negotiate, enter into, execute, deliver and cause to be performed, and to approve, any and all agreements, instruments, certificates and other documents, and to grant security interests in the Equipment, upon such terms, conditions, limitations and undertakings, which the City Manager determines are necessary and proper for the acquisition and financing of the Equipment, provided that any lease purchase, loan or other financing agreement will be countersigned by both the Mayor and the Treasurer of the City of Biddeford. Without limiting the foregoing, the City Manager, on behalf of the City of Biddeford, in connection with the acquisition of the Equipment, is authorized to sell, transfer, trade in or otherwise dispose of any equipment, which the City Manager determines is no longer useful to the City of Biddeford.

NOTE: The Finance Committee will review this item on January 5, 2021 and vote to recommend it to the City Council for approval. The lease-purchase of this item is included in the FY20/21 CIP budget line 21204-60603.



Finance Committee

Meeting Date: 1/5/2021

Meeting Time: 5:00 PM

Agenda Item No: [match agenda item #]

Item Description: Single axle plow truck

Submitted by: Carl Marcotte

Supporting Information/Documentation:

Bid tabulation

Executive Summary:

Approval to purchase a new Single axle plow truck

Detailed Review:

We are seeking approval to trade in a 2007 International plow truck with 7,400 hours (75,500 miles) with a new 2022 Freightliner truck equipped with plow gear. We advertised and received 3 bids. This truck is used for construction work during the summer and is used to plow/salt and haul snow during the winter months.

Funding Source:

This truck was budgeted as a lease in line 21204-60603. In the CIP request we estimated the cost to be \$200,000.00

Staff Recommendation:

Staff is recommending the low bid from Freightliner of Maine with trade in the amount of \$168,094.00

Bid Opening for a Single Axle Plow Truck

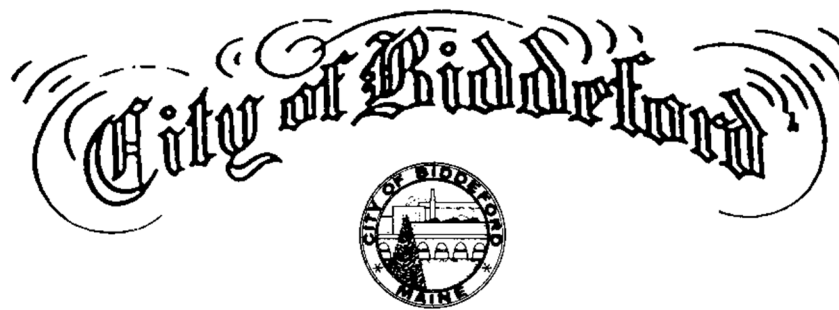
Present: Jerry Court – Public Works Mike Bean - Freightliner
 Kara Cote – Public Works Richard Morrison – Allegiance Trucks
 Rob Cyr - Peterbilt

Bids were opened at the Public Works Department on December 18, 2020 at 11:00am.

<u>Peterbilt of Maine</u>	Peterbilt	\$201,745.00
	Trade-in	\$25,000.00
	Total:	\$176,745.00

<u>Freightliner</u>	2022 Freightliner	\$192,094.00
	Trade-in	\$24,000.00
	Total:	\$168,094.00

<u>Allegiance Trucks</u>	International	\$193,436.50
	Trade-in	\$18,000.00
	Total:	\$175,436.50



2021.4

IN BOARD OF CITY COUNCIL.....JANUARY 5, 2021

BE IT ORDERED, that the City Manager be authorized to purchase one (1) 2022 Freightliner plow truck as per bid of December 18, 2020 (the "Equipment") from Freightliner of Maine (the "Vendor") and may pay the Vendor an amount not to exceed \$192,094.00 (before discounts valued at \$24,000.00) for the Equipment as follows:

1. The City of Biddeford expects to incur debt to reimburse expenditures to pay the cost of the Equipment;
2. The City of Biddeford reasonably expects that the maximum principal amount of the debt, including for reimbursement purposes, is \$192,094.00;
3. The City Manager, on behalf of the City of Biddeford, is authorized to enter into a lease purchase, loan or other financing agreement for the Equipment provided that (a) the principal amount of such agreement will not exceed \$192,094.00, (b) the term of such agreement will not exceed one hundred and twenty (120) months and (c) any obligation of the City of Biddeford to make lease or loan payments pursuant to such agreement is subject to annual appropriation by the City Council of the City of Biddeford;
4. The City Manager is authorized to advance money from the General Fund of the City for payment of the costs of the Equipment; and
5. The City Manager, on behalf of the City of Biddeford, is authorized to negotiate, enter into, execute, deliver and cause to be performed, and to approve, any and all agreements, instruments, certificates and other documents, and to grant security interests in the Equipment, upon such terms, conditions, limitations and undertakings, which the City Manager determines are necessary and proper for the acquisition and financing of the Equipment, provided that any lease purchase, loan or other financing agreement will be countersigned by both the Mayor and the Treasurer of the City of Biddeford. Without limiting the foregoing, the City Manager, on behalf of the City of Biddeford, in connection with the acquisition of the Equipment, is authorized to sell, transfer, trade in or otherwise dispose of any equipment, which the City Manager determines is no longer useful to the City of Biddeford.

NOTE: The Finance Committee will review this item on January 5, 2021 and vote to recommend it to the City Council for approval. The lease-purchase of this item is included in the FY20/21 CIP budget line 21204-60603



City Council and Finance Committee

Meeting Date: January 5, 2021

Meeting Time: 6:00 PM

Agenda Item No: 2021.5

Item Description: Authorization for WWTP \$1.5 Revenue Bond

Submitted by: James Bennett, City Manager

Supporting Information/Documentation:

Jeff Demer's memo reference the intended uses

Alison Garrison's memo reference the banks quoted pricing

Key Terms:

Revenue Bond: a form of borrowing that is based on the pledge of the revenues that are generated by the organization/entity.

WWTP: Waste water treatment plant, in the literal terms but is also freely interchanged with the sewer operating enterprise account.

Executive Summary:

The FY 15 audit reported a \$4,642,948 internal loan from the general fund to the WWTP. While the internal loan was being reduced, the 2018 Moody's downgrade was significantly tied to this internal loan. In March 2019, management, as part of the annual budget presentation, presented a 10 year plan to address this issue and the needs of WWTP, most especially the pressing capital needs. The unissued FY20 audit reports the internal loan stood at \$2,219,379 on June 30, 2020. The ability to secure a bond upgrade, keep the anticipated WWTP stable over the next 5 years, reduce the internal loan at a quicker pace than anticipated and address the capital needs of the plant is significantly based on this borrowing.

Detailed Review:

Extensive time was spent in various meetings and workshops covering the internal loan from a multiple of angles over the last couple of years. As a result of the meetings, a course of action was laid out. The highlights of that course included:

- Make up for an annual underfunding in revenues (\$424,622 in FY19 budget)
- Recognize that the \$772,000 in annual capital funding was only actually resulting in \$347,378. Any spending in excess of that amount was contributing to increasing the internal loan between the WWTP fund and the general fund.

- Replace the capital funds that were on the books as available but did not actually exist (\$3,203,809.71 at end of FY18). Any spending of these funds would actually increase the internal loan.
- Stabilize the user fees for a 5 to 7 year period.
- Eliminate the internal loan over a 7 to 10 period.

To achieve that results, the plan that was presented was to:

- To increase the user fees by 12.5% over a two year period (7.5% in FY20 and 5% in FY21)
- Authorize a \$4,000,000 revenue bond in spring of 2020
- Decrease WWTP capital funding annually by \$202,000 to create the cash to pay for the new revenue bonds.
- Over a 10 year period, authorize a total of \$9,600,000 in capital funds for the plant.

During the last year and half, the plan was modify as follows:

- Increase the user fees by 10% over the same two year period at 5% per year.
- Authorize a \$1,500,000 revenue bond in spring of 2021.

On Tuesday night, you are being asked to authorize this office to finalize a ten year note for \$1,500,000 at a rate not to exceed 2.99% with Biddeford Savings. These funds will be used to address the three capital items addressed in Jeff's memo. We recommend Biddeford Savings primarily because they have issued two other revenue notes for the city (the arena upgrades) and are familiar with the process. In addition, their quoted rate is competitive with other local banks.

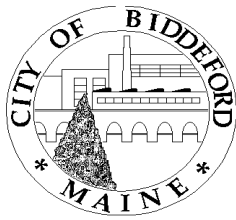
As a reminder, the plan to issue a revenue bond changed for a couple of reasons. We chose a smaller amount in order to allow a local financial institution to be the issuer. We also believe that there is a possibility of a bond upgrade. Being optimistic the voters would support the bond questions, we felt that a smaller borrowing made more sense. We also believe that we will be able to reduce the internal loan by the close of the books in 2025, instead of the 2027 to 2030 estimate. To achieve these results, supporting the issuance of this note is necessary.

Funding Source:

The adoption of the FY21 WWTP budget included the repayment of the note.

Staff Recommendation:

Staff recommends the passage as requested.



City of Biddeford, Maine

Public Works Department

371 Hill Street Biddeford, Maine 04005
Phone: (207) 282-1579 Fax: (207) 286-9395

December 29, 2020

To: Finance Committee; City Council
Cc: James Bennett / City Manager; / Tom Milligan / City Engineer
From: Jeff Demers / Director Public Works / Waste Water
RE: Bond Funds

Below please find a brief description of the projects that will be brought forward for your approval over the course of the next couple months as part of the 1.5-million-dollar bond being requested by the City Manager.

The Grit Removal System at the Biddeford WWTF. - Estimated at \$375,000

One of the first parts of the treatment process, this system removes inorganic material such as rocks and sand from the waste stream. It is critical to operation because it not only removes solids that cannot be broken down by the biological process, but it also protects all downstream equipment from excessive wear and tear. The current system was installed during a 1998 upgrade and is one of the last remaining pieces of equipment of the facility that is at the end of its life span. The total estimated cost for this project is \$325,000. This estimate was generated based on quotes received for similar equipment in 2019.

Biddeford FMI Pump Station Replacement. - Estimated at \$625,000

The FMI Pump Station, which is located on Morin Street, pumps wastewater from the FMI complex to the Treatment Plant. This station was originally constructed in 1974. While the pumps were replaced in 2004, the station is past its life expectancy and in need of replacement. The pumps are dry pit submersible, meaning they are located below ground and require a confined space entry to do required weekly inspections and maintenance. This poses a safety hazard to the employees, which could include a twenty-foot fall or the possibility of being engulfed by wastewater if the old piping were to give out. Besides Horrigan's Court (also due for replacement) this is the last of the stations that are designed this way. The Wastewater Department is suggesting a complete rebuild of the station. This would include converting the pumps to submersible, which will allow them to be lifted and placed above ground in order to safely inspect and perform maintenance.

WWTF – Clarifier #2 Rehabilitation. - Estimated at \$500,000

One of the two clarifiers (settling basins) at the Wastewater Treatment Facility is in need of replacement. The equipment is over 30 years old and at the end of its lifespan. This tank is part of the biological treatment process and allows the water to separate from the sludge. It is critical in maintaining permit compliance, especially during high flow events. The rehab will include concrete repairs and coating, new mechanical components, new motor and controls and a new catwalk. Wastewater staff went out to bid for the clarifier overhaul on December 1, 2020. Prices came back under the estimated \$500,000. Staff will be bringing this item forward to Finance and Council after the bond funds are approved at the January 5, 2021 meeting.

Sincerely,

Jeffrey Demers

Public Works / Waste Water Director



PROPOSAL

December 8, 2020

Alison Garrison
Finance Director
City of Biddeford
205 Main Street, P. O. Box 586
Biddeford, ME 04005

RE: City of Biddeford Tax Exempt Revenues Bond

Dear Alison:

At this time, Biddeford Savings, a Division of Maine Community Bank (the "Bank") would like to consider your request for financing. The proposed terms and conditions contained herein in no way constitute an offer, agreement, or legally binding commitment to lend. The actual terms and conditions upon which the Bank might extend credit are subject to satisfactory completion of underwriting due diligence, credit approval, satisfactory review of documentation, and such other terms and conditions as are determined by the Bank and its counsel in their sole discretion.

The Bank considers this Term Sheet proprietary and confidential. Your further review constitutes an agreement not to deliver or discuss its contents with third parties without the Bank's consent.

Borrower: City of Biddeford, Maine

Loan Amount: \$1,500,000.00

Purpose: For wastewater treatment plant upgrade (the "Project").

Term: **Option 1:** A five-year term maturing sixty (60) months from the date of the Loan closing (the "Maturity Date").

Option 2: A ten-year term maturing one hundred and twenty (120) months from the date of the Loan closing (the "Maturity Date").

Interest Rate: Both interest rate options will be available for the aforementioned term options.

Option 1: The rate of interest shall be fixed at 2.59%.

Option 2: The rate of interest shall be fixed at 2.99%.

Repayment Schedule:

Option 1: Annual principal and interest payment of \$324,050.71 or quarterly payment of \$80,272.62. The principal balance plus any accrued interest will be due and payable at maturity.

Option 2: Annual principal and interest payment of \$176,142.24 or quarterly payment of \$43,611.01. The principal balance plus any accrued interest will be due and payable at maturity.

The Bank will calculate interest on the basis of the actual number of days elapsed over a 360-day year.

Fee: None.

Collateral: The Loan will be unsecured.

Cross-defaulted: The debt contemplated herein may be cross-defaulted with all other debt granted by Bank to Borrower hereafter arising.

Deposit Accounts: Borrower shall be required to open and maintain the primary operating account for the Borrower. The rates and terms of this commitment are in express reliance on the maintenance of the deposit relationship with the Bank. If for any reason this relationship changes, the Bank reserves the right to review and modify the rate and term.

Fees & Expenses: Borrower agrees to pay all fees, commissions, costs, charges, taxes and other expenses incurred by the Bank in connection with the Loan and the making, administration or enforcement of the Loan, whether or not the Loan closes.

Late Charge: The Borrower shall pay a late charge of five percent (5%) of any payment due under the loan which is not received by the Bank within 10 days of the due date.

Default Rate: The Bank shall have the right to charge interest, payable on demand, on the unpaid balance of the loan at an interest rate equal to the promissory note rate plus 5% per annum during the continuation of any period in which the Borrower is in default in any of its obligations to the Bank under or in connection with the loan.

City of Biddeford
December 8, 2020

OTHER TERMS AND CONDITIONS

Financial Statements: Borrower agrees to provide financial information annually in format satisfactory to the Bank and due as follows:

- Audited financial statements within 180 days of fiscal year-end.
- Any other financial information the Bank may reasonably request from time to time.

Other Conditions: Prior to closing: Bank will have received, reviewed and accepted the following:

- Letter of Opinion from Borrower's Attorney regarding the due authorization and validity of the proposed loan be tax exempt.
- Other documents and opinions as are reasonably required in such transactions and as may be deemed necessary by Bank and Bank's counsel.

If you concur that this proposal forms the basis for proceeding, and in order for the Bank to move forward and seek formal approval, please acknowledge this letter by signing where indicated and returning it to my attention by December 31, 2020.

Thank you for considering Biddeford Savings, a Division of Maine Community Bank for your financing needs. If you have any questions or comments regarding this Term Sheet, please call me at 207-571-5658, or via e-mail at mguillerault@biddefordsavings.com.

Sincerely,



Ma-Li Guillerault
Assistant Vice President

City of Biddeford
December 8, 2020

Accepted & Acknowledged:

Borrower: City of Biddeford, Maine

By: _____
Name: _____ Date _____
Title: _____

ADDENDUM

Option 1 – Annual Payment

AMORTIZATION SCHEDULE

Amount Financed	Loan Date	Maturity	Term
\$1,500,000.00	2/1/2021	2/1/2026	5 years
Disbursement date:	2/1/2021		
Repayment schedule:	Annual payments		
Interest rate: 2.59%	Calculation method:	365/360 U.S. Rule	

Number	Date	Amount	Interest	Principal Paid	Remaining Balance
1	2/1/2022	\$324,050.71	\$39,389.58	\$284,661.13	\$1,215,338.87
2	2/1/2023	\$324,050.71	\$31,914.45	\$292,136.26	\$923,202.61
3	2/1/2024	\$324,050.71	\$24,243.06	\$299,807.65	\$623,394.96
4	2/1/2025	\$324,050.71	\$16,414.98	\$307,635.73	\$315,759.23
5	2/1/2026	\$324,050.71	\$8,291.48	\$315,759.23	\$0.00
Totals:		\$1,620,253.55	\$120,253.55	\$1,500,000.00	

NOTICE: This is an estimated loan amortization schedule. Actual amounts may vary if payments are made on different dates or in different amounts.

Option 1 – Quarterly Payments:

AMORTIZATION SCHEDULE

Amount Financed	Loan Date	Maturity	Loan Term
\$1,500,000.00	2/1/2021	2/1/2026	5 Years
Disbursement date:	2/1/2021		
Repayment schedule:	Quarterly payments		
Interest rate: 2.59%	Calculation method:	365/360 U.S. Rule	

Number	Date	Amount	Interest	Principal	Balance
1	5/1/2021	\$80,272.62	\$9,604.58	\$70,668.04	\$1,429,331.96
2	8/1/2021	\$80,272.62	\$9,460.59	\$70,812.03	\$1,358,519.93
3	11/1/2021	\$80,272.62	\$8,991.90	\$71,280.72	\$1,287,239.21
2021 Totals:		\$240,817.86	\$28,057.07	\$212,760.79	
4	2/1/2022	\$80,272.62	\$8,520.09	\$71,752.53	\$1,215,486.68
5	5/1/2022	\$80,272.62	\$7,782.83	\$72,489.79	\$1,142,996.89
6	8/1/2022	\$80,272.62	\$7,565.37	\$72,707.25	\$1,070,289.64
7	11/1/2022	\$80,272.62	\$7,084.12	\$73,188.50	\$997,101.14
2022 Totals:		\$321,090.48	\$30,952.41	\$290,138.07	
8	2/1/2023	\$80,272.62	\$6,599.70	\$73,672.92	\$923,428.22
9	5/1/2023	\$80,272.62	\$5,912.76	\$74,359.86	\$849,068.36
10	8/1/2023	\$80,272.62	\$5,619.89	\$74,652.73	\$774,415.63
11	11/1/2023	\$80,272.62	\$5,125.77	\$75,146.85	\$699,268.78
2023 Totals:		\$321,090.48	\$23,258.12	\$297,832.36	
12	2/1/2024	\$80,272.62	\$4,628.38	\$75,644.24	\$623,624.54
13	5/1/2024	\$80,272.62	\$4,037.97	\$76,234.65	\$547,389.89
14	8/1/2024	\$80,272.62	\$3,623.11	\$76,649.51	\$470,740.38
15	11/1/2024	\$80,272.62	\$3,115.77	\$77,156.85	\$393,583.53
2024 Totals:		\$321,090.48	\$15,405.23	\$305,685.25	
16	2/1/2025	\$80,272.62	\$2,605.08	\$77,667.54	\$315,915.99
17	5/1/2025	\$80,272.62	\$2,022.83	\$78,249.79	\$237,666.20
18	8/1/2025	\$80,272.62	\$1,573.08	\$78,699.54	\$158,966.66
19	11/1/2025	\$80,272.62	\$1,052.18	\$79,220.44	\$79,746.22
2025 Totals:		\$321,090.48	\$7,253.17	\$313,837.31	
20	2/1/2026	\$80,272.62	\$526.40	\$79,746.22	\$0.00
2026 Totals:		\$80,272.62	\$526.40	\$79,746.22	
Totals:		\$1,605,452.40	\$105,452.40	\$1,500,000.00	

NOTICE: This is an estimated loan amortization schedule. Actual amounts may vary if payments are made on different dates or in different amount

Option 2 – Annual Payments

AMORTIZATION SCHEDULE

Amount Financed		Loan Date	Maturity	Loan Term	
\$1,500,000.00		2/1/2021	2/1/2031	10 Years	
Disbursement date:		2/1/2021			
Repayment schedule:		Annual payments			
Interest rate:	2.99%	Calculation method:	365/360 U.S. Rule		
Number	Date	Amount	Interest	Principal	Balance
1	2/1/2022	\$176,142.24	\$45,472.92	\$130,669.32	\$1,369,330.68
2	2/1/2023	\$176,142.24	\$41,511.68	\$134,630.56	\$1,234,700.12
3	2/1/2024	\$176,142.24	\$37,430.27	\$138,711.97	\$1,095,988.15
4	2/1/2025	\$176,142.24	\$33,316.26	\$142,825.98	\$953,162.17
5	2/1/2026	\$176,142.24	\$28,895.38	\$147,246.86	\$805,915.31
6	2/1/2027	\$176,142.24	\$24,431.55	\$151,710.69	\$654,204.62
7	2/1/2028	\$176,142.24	\$19,832.43	\$156,309.81	\$497,894.81
8	2/1/2029	\$176,142.24	\$15,135.17	\$161,007.07	\$336,887.74
9	2/1/2030	\$176,142.24	\$10,212.82	\$165,929.42	\$170,958.32
10	2/1/2031	\$176,142.24	\$5,183.92	\$170,958.32	\$0.00
Totals:		\$1,761,422.40	\$261,422.40	\$1,500,000.00	

NOTICE: This is an estimated loan amortization schedule. Actual amounts may vary if payments are made on different dates or in different amounts.

Option 2 – Quarterly Payments

Amount Financed: \$1,500,000.00
Loan Date Maturity: 2/1/2021 2/1/2031
Loan Term: 10 Years
Disbursement date: 2/1/2021
Repayment schedule: Quarterly payments
Interest rate: 2.99%
Calculation method: 365/360 U.S. Rule

Number	Date	Amount	Interest	Principal	Balance
1	5/1/2021	\$43,611.01	\$11,087.92	\$32,523.09	\$1,467,476.91
2	8/1/2021	\$43,611.01	\$11,213.16	\$32,397.85	\$1,435,079.06
3	11/1/2021	\$43,611.01	\$10,965.60	\$32,645.41	\$1,402,433.65
2021 Totals:		\$130,833.03	\$33,266.68	\$97,566.35	
4	2/1/2022	\$43,611.01	\$10,716.16	\$32,894.85	\$1,369,538.80
5	5/1/2022	\$43,611.01	\$10,123.55	\$33,487.46	\$1,336,051.34
6	8/1/2022	\$43,611.01	\$10,208.91	\$33,402.10	\$1,302,649.24
7	11/1/2022	\$43,611.01	\$9,953.69	\$33,657.32	\$1,268,991.92
2022 Totals:		\$174,444.04	\$41,002.31	\$133,441.73	
8	2/1/2023	\$43,611.01	\$9,696.50	\$33,914.51	\$1,235,077.41
9	5/1/2023	\$43,611.01	\$9,129.62	\$34,481.39	\$1,200,596.02
10	8/1/2023	\$43,611.01	\$9,173.89	\$34,437.12	\$1,166,158.90
11	11/1/2023	\$43,611.01	\$8,910.76	\$34,700.25	\$1,131,458.65
2023 Totals:		\$174,444.04	\$36,910.77	\$137,533.27	
12	2/1/2024	\$43,611.01	\$8,645.60	\$34,965.41	\$1,096,493.24
13	5/1/2024	\$43,611.01	\$8,196.30	\$35,414.71	\$1,061,078.53
14	8/1/2024	\$43,611.01	\$8,107.81	\$35,503.20	\$1,025,575.33
15	11/1/2024	\$43,611.01	\$7,836.53	\$35,774.48	\$989,800.85
2024 Totals:		\$174,444.04	\$32,786.24	\$141,657.80	
16	2/1/2025	\$43,611.01	\$7,563.17	\$36,047.84	\$953,753.01
17	5/1/2025	\$43,611.01	\$7,050.09	\$36,560.92	\$917,192.09
18	8/1/2025	\$43,611.01	\$7,008.36	\$36,602.65	\$880,589.44
19	11/1/2025	\$43,611.01	\$6,728.68	\$36,882.33	\$843,707.11
2025 Totals:		\$174,444.04	\$28,350.30	\$146,093.74	
20	2/1/2026	\$43,611.01	\$6,446.86	\$37,164.15	\$806,542.96
21	5/1/2026	\$43,611.01	\$5,961.92	\$37,649.09	\$768,893.87
22	8/1/2026	\$43,611.01	\$5,875.21	\$37,735.80	\$731,158.07
23	11/1/2026	\$43,611.01	\$5,586.86	\$38,024.15	\$693,133.92
2026 Totals:		\$174,444.04	\$23,870.85	\$150,573.19	
24	2/1/2027	\$43,611.01	\$5,296.32	\$38,314.69	\$654,819.23
25	5/1/2027	\$43,611.01	\$4,840.39	\$38,770.62	\$616,048.61
26	8/1/2027	\$43,611.01	\$4,707.29	\$38,903.72	\$577,144.89
27	11/1/2027	\$43,611.01	\$4,410.03	\$39,200.98	\$537,943.91
2027 Totals:		\$174,444.04	\$19,254.03	\$155,190.01	
28	2/1/2028	\$43,611.01	\$4,110.50	\$39,500.51	\$498,443.40
29	5/1/2028	\$43,611.01	\$3,725.86	\$39,885.15	\$458,558.25
30	8/1/2028	\$43,611.01	\$3,503.89	\$40,107.12	\$418,451.13
31	11/1/2028	\$43,611.01	\$3,197.44	\$40,413.57	\$378,037.56
2028 Totals:		\$174,444.04	\$14,537.69	\$159,906.35	
32	2/1/2029	\$43,611.01	\$2,888.62	\$40,722.39	\$337,315.17
33	5/1/2029	\$43,611.01	\$2,493.42	\$41,117.59	\$296,197.58
34	8/1/2029	\$43,611.01	\$2,263.29	\$41,347.72	\$254,849.86
35	11/1/2029	\$43,611.01	\$1,947.34	\$41,663.67	\$213,186.19
2029 Totals:		\$174,444.04	\$9,592.67	\$164,851.37	
36	2/1/2030	\$43,611.01	\$1,628.99	\$41,982.02	\$171,204.17
37	5/1/2030	\$43,611.01	\$1,265.52	\$42,345.49	\$128,858.68
38	8/1/2030	\$43,611.01	\$984.63	\$42,626.38	\$86,232.30
39	11/1/2030	\$43,611.01	\$658.90	\$42,952.11	\$43,280.19
2030 Totals:		\$174,444.04	\$4,538.04	\$169,906.00	
40	2/1/2031	\$43,611.01	\$330.82	\$43,280.19	\$0.00
2031 Totals:		\$43,611.01	\$330.82	\$43,280.19	
Totals:		\$1,744,440.40	\$244,440.40	\$1,500,000.00	

NOTICE: This is an estimated loan amortization schedule. Actual amounts may vary if payments are made on different dates or in different amounts.

Quotes as of Dec 8 2020
 City of Biddeford Tax Exempt Revenues Bond
 \$1,500,000 unsecured loan
 Waste Water Treatment Plant Upgrade

Clarifier \$820,000
 FMI Upgrade \$450,000
 Grit System \$230,000

Bank	Term	Interest	Annual Payt	Qtly Payt
Biddeford Savings	5 Year	2.59%	\$ 324,050.71	\$ 80,282.19
Biddeford Savings	10 Year	2.99%	\$ 176,142.00	\$ 43,616.99
Saco Biddeford Savings	10 Year	3.99%		
Gorham Savings	5 Year	3.25%		
	10 Year			
Peoples United	5 Year	2.85%	\$ 326,130.37	\$ 80,737.04
	10 Year	2.75%	\$ 173,609.58	\$ 43,020.23

Comment

Proposal 12.08.2020

Proposal 12.08.2020

Email 12.09.2020

Fred Proctor 228-1498

Fred Proctor 228-1498

Nick Pstafof 828-3131

Nick Pstafof 828-3131

Pending

Recd revised May 2020 Proposal on 12.8 and email on 12.9 waiving primary checking acct requirement; subject to credit approval

Recd revised May 2020 Proposal on 12.8 and email on 12.9 waiving primary checking acct requirement; subject to credit approval

Mark Jones; cannot get skinnier on the rate; suggests SBS pass;

GSB prefers to pass because they cannot be competitive

Dick Ranaghan retired from the Bank a few years ago and they haven't been doing this type of financing

Recd 12.10.2020 on email; subject to credit approval

Recd 12.10.2020 on email; subject to credit approval



Biddeford City Council

Meeting Date: January 5, 2021

Meeting Time: 6:00 pm

Agenda Item No:

Item Description: Request for \$9,000 Grant Match for a Cultural Plan for the City

Submitted by: Brad Favreau, Economic Development Coordinator

Supporting Information/Documentation:

- Letter of Award from Maine Arts Commission
- Proposal by Reinholt Consulting
- Letter of Support by Mayor Alan Casavant

Key Terms:

N/A

Executive Summary:

The Planning and Development Department requests \$9,000 from the City to be used to match a \$10,000 grant awarded by the Maine Arts Commission for the creation of a cultural plan for the City of Biddeford.

Detailed Review:

The arts and culture are a vital part of our local economy, especially in the downtown. The Planning and Development Department has worked closely with Biddeford's arts and culture organizations (e.g. Heart of Biddeford, Biddeford Historical Society, and Biddeford Culture and Heritage Center) for several years, encouraging strong collaboration among the groups and working to expand the capacity of each organization. In April of 2020, the Planning and Development Department applied for a grant from the Maine Arts Commission to create a cultural plan for the city. A plan such as this has several goals:

- Build capacity of existing arts and culture organizations;
- Encourage new arts and culture organizations where appropriate;
- Strengthen collaboration among these organizations to increase critical mass of events and programming and to provide economies of scale;
- Demonstrate the clear value of the arts and culture sector to contribute to community and economic development;
- Build Biddeford's reputation as a culture destination.

The RFP process was conducted through December of 2020, yielding five proposals to complete this work, of which Reinholt Consulting of Philips, Maine was the lowest bidder at \$19,000. Their work comes highly recommended by the Maine Arts Commission. We wish to engage Reinholt to work with the City to create a plan that will provide a vision, goals and objectives, an implementation plan, and a funding plan to guide the creative economy here for the next five years.

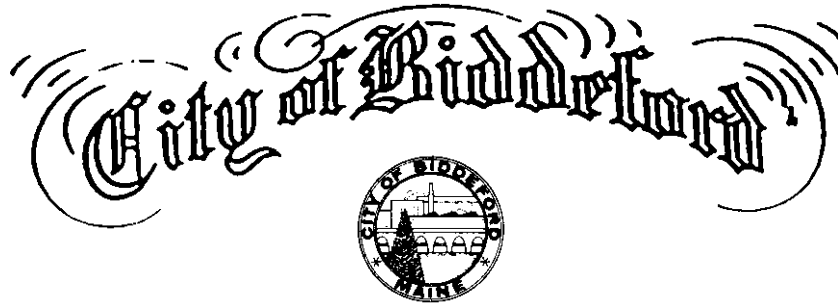
This project is expected to be completed by the early fall of 2021.

Funding Source:

Grant Matching Reserve. The current balance in this account is \$17,981.

Staff Recommendation:

Planning and Development staff recommend a grant match of \$9,000 to fund the creation of a cultural plan for the city of Biddeford.



2021.6

IN BOARD OF CITY COUNCIL...JANUARY 5, 2021

BE IT ORDERED, that the City Council of the City of Biddeford does hereby approve the request for \$9,000 in matching funds to match a \$10,000 grant awarded by the Maine Arts Commission for the creation of a cultural plan for the City of Biddeford. Funds will be paid to Reinholt Consulting, LLC to complete the scope of work.

Matching funds will be paid out of the Grant Matching Reserve.

NOTE: The Finance Committee will review this item on January 5, 2021 and vote to recommend it to the City Council for approval.

MAINE ARTS COMMISSION - AGREEMENT FOR CFDA# 45:025 CCED 1: Cultural Plan Grant 16621
This award is comprised, in whole or in part, of Federal funds from the National Endowment for the Arts and supports the agency's National Endowment of the Arts approved strategic plan.

THIS AGREEMENT, made this 14 day of July, 2020, is by and between the State of Maine, Department of Maine Arts Commission, hereinafter called "Department," and City of Biddeford, hereinafter called "Grantee," located at 205 Main Street, Biddeford 04005. edcoordinator@biddefordmaine.org DUNS - 126268981

THE PARTIES AGREE TO THE FOLLOWING TERMS:

Scope of Services: The Grantee will perform the following services for the Department: at the location of Biddeford, ME from 7/1/2020 to 6/30/2021.

1. **Invoices and Payment:** The Department shall pay the Grantee for services rendered up to \$10,000.00. Payment will be made by the Department after receipt and certification of signed and returned Agreement for CCED 1: Cultural Plan Grant no later than 08/04/2020. **Failure to return this Agreement by 08/04/2020 will result in forfeiture of the grant award.** The Department will pay \$10,000.00 representing its maximum contribution to the cost of the project; any deficit in the cost of the project after the application of this amount shall be the responsibility of the Grantee. The Grantee will pay a minimum of \$10,000.00 as its matching funds, which may include in-kind donations; plus any additional costs or deficits incurred in sponsoring the project. It is further agreed by all parties that the Grantee shall inform all persons with whom it contracts that it is solely responsible for such contracts and they shall not constitute a charge against the Department.
2. **Federal or State Income Tax:** Taxes are NOT withheld from this award. The Grantee is an independent contractor and responsible for all reportage accountability for Federal or State Income Tax.
3. **State Held Harmless:** The Grantee will indemnify, defend, and save harmless the Department, its officers, agents and employees from any and all claims, costs, expenses, injuries, liabilities, losses and damages of every kind and description resulting from or arising out of the performance of this Contract by the Grantee, its employees, agents, or subcontractors. This indemnification does not extend to a claim that results solely and directly from (i) the Department's negligence or unlawful act, or (ii) action by the Grantee taken in reasonable reliance upon an instruction or direction given by an authorized person acting on behalf of the Department in accordance with this Agreement. Nothing in this Agreement shall be construed as a waiver of the privileges or immunities of the State, its governmental entities, or its employees.
4. **Final Report:** An accounting of project activities will be rendered to the Department upon completion of the project or within 14 days after the Scope of Services period concludes on June 30; whichever comes first. This will be done by filing a final report electronically. Access to the final report form can be found at <https://mainearts-grants.maine.gov/account/login>. Grant reports are kept on file by the Department for a minimum of three years following the official close out of the grant.
5. **Promotion of Award:** The Grantee is obligated to promote, publicize, and make all necessary arrangements to ensure the success of the award by using the following credit line: "**Funded in part by a grant from the Maine Arts Commission, an independent state agency supported by the National Endowment for the Arts**" and the Maine Arts Commission logo in all printed and one-line materials related to this initiative. The logo, and additional promotion information, can be downloaded at <https://mainearts.maine.gov/Pages/Funding/Grants-Help>. The Grantee agrees that their submitted digital images related to this award may be used in Department publications and on the Department's website.
6. **Authorization:** The Grantee certifies by the signature of its authorized representative hereinafter that it is legally entitled to enter into this agreement with the Department and that it will not be violating either directly or indirectly any conflict of interest statute or principle of the laws of the State of Maine. In acceptance of this agreement the Grantee reaffirms that all statements made on its application form are true and valid and that it understands and agrees to all assurances as stated on the application form.
7. **Entire Agreement:** This Agreement constitutes the entire agreement of the parties, and neither party shall be bound by any statement or representation, oral or written, not contained herein. This Agreement may only be modified by a written instrument signed by both parties.

IN WITNESS WHEREOF, the Department and the Grantee, by their representatives duly authorized, have executed this agreement in one original copy.

Grantee:

Grantee Authorized Signature:

Department Name:

DEPARTMENT Authorized Signature

Date:

VC NUMBER	DOC TOTAL	FND	DEPT	UNIT	SUB UNIT	OBJ	PROGRAM	PROG PER

Proposal to Engine & City of Biddeford, Planning and Development

for Biddeford Cultural Plan 2020

RFP #000011

Date of this Proposal: November 23, 2020

Bidding organization details...

Organization Name: Reinholt Consulting LLC

Chief Executive: Saskia W. Reinholt, Owner

Tel: 207 218 2072

E-mail: saskia@reinholtconsulting.com

Address: 4 Maple Lane Phillips, Maine 04966

Proposed Cost: \$19,000

The proposed cost listed above is for reference purposes only, not evaluation purposes. In the event that the cost noted above does not match the Bidder's detailed cost proposal documents, then the information on the cost proposal documents will take precedence.

This proposal and the pricing structure contained herein will remain firm for a period of 180 days from the date and time of the bid opening.

Proposed Approach

Cultural Planning Philosophy

Cultural planning provides a catalyst for the creativity that lies within every community. It is a tool, designed to discover strategies that create resilient economies and healthier communities.

Community Engagement Philosophy

A successful planning process should empower a community to take proactive steps towards a shared vision for its future. The process should strive to reach all facets of the community resulting in a plan that reflects the collective values, priorities, and culture of the community. This provides a scope of how changing populations value, perceive, and identify existing cultural opportunities.

Experience

Reinholt Consulting has worked with nine Maine communities to develop cultural plans that meet the requirements of the Maine Arts Commissions Creative Communities, Phase 1 Cultural Planning grant.

Proposed Plan Goal

Energize the Biddeford creative economy by documenting an inclusive study to find methods to increase the reach, value, and accessibility of cultural resources.

Overview of Proposed Plan Objectives

1. Assess the relationships and value of culture to leaders in government, business, tourism, education, economic development, and community development.
Desired Result: Determine what potential new synergies might be explored with these other priorities.
2. Understand what residents and visitors think about their access to and the value and relevance of cultural resources.
Desired Result: Determine what could be done to increase the value of cultural resources to residents and visitors.
3. Assess what kind of image and reputation Biddeford wants to have and how the arts and culture resources in the community contribute to that image
Desired Result: Determine how existing arts and cultural resources can help create a positive image and creative brand for Biddeford.
4. Assess what place-making innovation is happening nationally.
Desired Result: Determine what national place-making strategies Biddeford might adopt.
5. Deliver a strategic plan with the most realistic, valuable, and effective strategies addressing all the above to support Biddeford cultural development.
Desired Result: Determine what sustainability will require and develop a plan with solutions and systems to expedite its implementation.

Work Plan

Phase 1: Context

Communication Plan

Reinholt Consulting would work with the lead organization to establish a plan for effective internal and external communications throughout the planning process. We would recommend regularly scheduled Zoom meetings with the lead contact and the project leadership team to ensure the planning process stays on course, meets all goals, and builds ownership and commitment for plan implementation. We would assist with external communications by offering guidance in developing clear and consistent messaging for effective project promotion, while suggesting proven strategies to generate public interest and enthusiasm.

Materials Review

Saskia and Emily Reinholt would review research collected by the lead client contact and the project leadership team including master plans for the city, economic development plans, all tourism-related plans, public education and higher education plans or initiatives, cultural organization strategic plans, and community and neighborhood development plans to seek a better understanding of the working relations between these departments and the cultural sector, private sector and the potential value of stronger working linkages.

Planning Meeting with Project Leadership

After review of the above material, Reinholt Consulting would meet with the project leadership team for a Launch Meeting planning session. We would work with the team to identify key individuals and stakeholders including community and municipal leaders, and leaders of area arts organizations that should participate in the Launch Meeting and offer guidance on public promotion.

Virtual Launch

Reinholt Consulting would facilitate a virtual launch via Zoom through which we would introduce the community to the Cultural Planning process and conduct a SOAR analysis geared towards identifying community priorities, opportunities, aspirations, and realities (challenges). The project approach would be reviewed and adjusted to include all factors that should be considered to make the process as instructive and helpful as possible.

Phase 2: Data Gathering: Research Plan and Protocols

Arts Organization Assessment

Cultural asset mapping.

Qualitative Data Collection and Analysis (Key Sector Interviews and Community Conversations)

With the lead client contact's guidance and assistance, we would engage stakeholders and members of the public in a series of small group discussions that would occur in a virtual setting. Key sector interviews via zoom or phone will be conducted by the consultants with key stakeholders, such as leaders of local arts and cultural organizations.

At least three community Conversations would be arranged to include business leaders, cultural leaders, and community leaders. Each conversation would be limited to six to eight participants and would take place in a virtual setting, such as Zoom.

Constituent Surveys – Quantitative Analysis of Artists, Performers, and Cultural Organizations

Given the findings that emerge from the community conversations, Reinholt would create online surveys for cultural organizations and artists. Survey tools and protocols would be vetted by the project leadership team and tested in the field by the client. This project element would include survey design, monitoring, synthesizing, and compilation of the Findings Report. Hard copy surveys would be made available for those with limited computer access. The client would be responsible for printing hardcopies, distribution, and promotion of the surveys in the field. If necessary, they would call the cultural organizations and encourage participation and take data by phone if necessary. The result would be an accurate inventory of Biddeford based artists and non-profit cultural organizations.

Public Opinion Survey

Reinholt would design a public opinion survey that would be vetted and approved by the project leadership team. Over 90 days we would collect data in an online survey. The client would be responsible for printing hardcopies, distribution, and promotion of the online and hardcopy survey in the field. We would propose a campaign-like strategy via e-blasts, local print, social media, and utilizing networks of the project leadership team. For example, the client would seek assistance from local organizations to encourage participation

(chamber of commerce, educational institutions, municipal employees, and more.) We would aim for a response rate with a margin of error less than 5%.

Phase 3: Analyze Data, Report Findings, and Write the Plan

A report of preliminary findings and recommendations would be presented to the project leadership team. The consultants would present highlights of findings, statistical analysis of data, plus preliminary plan recommendations for review and discussion.

Reinholt Consulting would also convene with the project leadership team to hold an open forum presenting, and seeking improvements on, the draft plan. Every participant in the community conversations would be invited. Community inputs at this juncture would ensure final decisions benefit from the wisdom of constituents, especially arts organizations and artists.

Optimally, Reinholt Consulting would deliver a plan and strategically position Biddeford for successful implementation. Given meeting inputs and response to the draft, improvements would be made, and a final comprehensive draft would be presented. Once accepted, the consultant would submit all deliverables. Cultural planning typically takes 8-12 months to complete.

Summary of Planning Methodology and Steps:

1. Build Community Engagement
2. Collect Qualitative and Quantitative Data
3. Synthesize Results and Write Findings Report
4. Collect Stakeholder Feedback
5. Write Draft Plan
6. Vet Plan and Incorporate Feedback
7. Submit Final Report and All Deliverables

Organization Qualifications and Experience

Description of the Organization

Reinholt Consulting is an LLC based in Maine. Our headquarters are located at: 4 Maple Lane, Phillips, Maine 04966

Reinholt Consulting has facilitated ten other comprehensive cultural planning projects including:

- Community Design and Civic Art Master Plan for the City of Lebanon, New Hampshire.
- Arts & Heritage Plan for the High Peaks Creative Council in North Franklin County, Maine.
- Cultural Plan LA for LA Arts and the municipalities of Lewiston & Auburn, Maine.
- Cultural Blueprint for Waterville Creates! and Waterville Main Street.
- Somerset County Cultural Plan for Wesserunsett Arts Council and Main Street Skowhegan
- Tri-County Region Cultural Plan for Houlton Community Development Council and Houlton Area Community Arts Center Council
- Freeport Cultural Plan for Arts & Cultural Alliance Freeport and the Town of Freeport
- Franklin County Arts, Cultural, and Heritage Plan for Greater Franklin Development Council and Arts Farmington.
- Waldo County Arts & Cultural Plan for Belfast Creative Coalition
- Westbrook Cultural Plan for Discover Downtown Westbrook and Westbrook arts and Culture

These projects included research, asset mapping, qualitative and quantitative assessments, public planning forums, and delivering written plans. Project environments ranged from large rural regions to urban environments. Principal investigator is Saskia Reinholt. Emily Reinholt leads data collection and analysis.

Saskia Reinholt has over fifteen years of experience in engaging communities in planning initiatives centered around the arts and economic development. Prior to creating Reinholt Consulting LLC, Saskia worked in multiple cultural organizations. She began her career in the arts as a trained visual artist and arts educator. Saskia has held many posts in the non-profit community; from artist-in-residence, educator at arts and cultural centers, founding the High Peaks Artisan Guild in Kingfield, co-founding Kingfield Artwalk, to founding the High Peaks Creative Council and serving as Executive Director. Her experiences enable her to relate to and comprehend client realities. She holds a bachelor's degree cum laude in Studio Arts from the University of Maine at Farmington. She apprenticed with the city planner in Lebanon, New Hampshire to create the city's Master Plan for Civic Art. Saskia's current mentor is Diane Mataraza, a nationally known cultural planner.

Emily Brook Reinholt holds a master's degree in Community Planning & Development from the Muskie School of Public Service and a Graduate Certificate in Non-Profit Management from the Muskie School of Public Service. Emily is a Planning and Development Consultant who provides a range of creative and technical services to Maine businesses, non-profits, local governments, and community organizations including survey design, data analysis, strategic planning, GIS mapping, brand development, and more. Emily's goal is to promote economic & community development through the use of creative technological design. Emily has over eight years of experience engaging communities on both a regional and local level in a range of planning initiatives ranging from grassroots efforts, to municipal, county, and statewide projects.

Organizational Experience

Proven ability to engage constituents and communities in planning processes

Saskia W. Reinholt

Saskia has over fifteen years of experience in engaging communities in planning initiatives centered around the arts and the creative economy. For the Lebanon, New Hampshire Master Plan for Community Design and Civic Art project, Saskia facilitated 6 months of public planning meetings, worked closely with the city planner, wrote the master plan, and presented the finished plan to the City Council.

The Maine High Peaks Arts & Heritage Plan was facilitated and written by Saskia. She began by organizing the Maine Arts Commission Creative Communities=Economic Development grant application for the Maine High Peaks Region and recruited a steering committee made up of representatives of municipal leaders, business associations, and arts and heritage organizations. She led the steering committee through a process of assessment of regional assets, cultural needs of the region, identified priorities, objectives, and actions. Saskia delivered a plan for the region which has successfully guided the subsequent actions of the High Peaks Creative Council.

Emily B. Reinholt

Emily has over nine years of experience engaging communities on both a regional and local level in a range of planning initiatives ranging from grassroots efforts, to municipal, county, and statewide projects. In Lincoln County, at the request of the County Commissioners, Emily engaged municipal leaders, environmental organizations, the local business community, and county residents in a county wide composting initiative that is credited to reducing the county's solid waste stream by thousands of pounds each month.

At the request of local arts-based non-profits, Emily orchestrated an extensive assessment of the economic impact of Lincoln County's Creative Economy. After establishing a group of stakeholders comprised of business owners, local artists, educators, and community leaders, Emily designed and administered surveys of Lincoln County's creative businesses and individual artists. In addition to providing economic data, the survey was designed to shed light on important industry trends. Emily then facilitated a series of three community workshops at key locations across the county where she presented key findings and engaged attendees in activities to identify goals and objectives focused on overcoming identified barriers and industry gaps.

Demonstrated ability to synthesize research and evaluate findings

Saskia Reinholt

In the plans listed above, Saskia developed comprehensive survey tools to gather public opinion data and to identify the needs of artisans and cultural organizations. Saskia regularly facilitates interviews and community conversation meetings with key stakeholders in order to collect qualitative data. All data is sorted and studied to identify community priorities.

Emily Reinholt

In addition to data analysis and development for the plans listed above, Emily has taken the lead in data analysis, synthesize, and development for numerous projects including comprehensive plans, market analysis studies, traffic studies, environmental impact assessments, regional economic development strategies, coastal resource management planning. Her survey experience ranges from work with municipalities to design, develop, and distribute community surveys for Comprehensive Plans; creative sector surveys aimed at assessing economic impact; to market analysis surveys geared towards measuring potential for new agricultural markets.

References

Julie Richards, Executive Director of the Maine Arts Commission, 623-229-2534

Kristina Cannon, Executive Director Main Street Skowhegan, 207-614-4078

Cynthia Orcutt, President of High Peaks Creative Council, Maine Arts Commissioner, 207-939-6518

Description of Experience with Similar Projects

Freeport Cultural Plan for Arts & Cultural Alliance Freeport and the Town of Freeport. This planning process focused on reaching as many facets of the community as possible including the local school system. Key sector interviews were conducted with stakeholders and community engagement in the public forums were a top priority. The resulting data bank was evaluated to identify the unique cultural strengths, challenges, and aspirations of the community. This data served as a solid foundation for creating a cultural plan that reflected the distinct population of Freeport. Contact: Jane Bradley Arts and Cultural Alliance Freeport. 207-233-2779.

Franklin County Arts, Cultural, and Heritage Plan for Greater Franklin Development Council and Arts Farmington. This project brought together many arts and cultural organizations which historically had never collaborated in the past. Bringing the organizations together for the planning process resulted in building relationships and trust that continue to move the regions creative sector forward. Contact: Charlie Woodworth, Executive Director of Greater Franklin Development Council, 207- 232-1997.

Somerset County Cultural Plan for Wesserunsett Arts Council and Main Street Skowhegan. Somerset County Cultural Plan was a large assessment of the community's values and needs. Five qualitative data gathering meetings (community conversations) were held across the county, over 450 public opinion surveys were collected and analyzed, close to 80 creative sector surveys collected and analyzed, and three public forums were held to refine the draft plan. The consultant team worked closely with the project leadership team and steering committee to ensure the final plan was a true fit for the community. Contact Mary Burr, Somerset Cultural Planning Chair, 207-587-2019.

Primary Roles Consultants

Saskia Reinholt would serve as the project leader and manager. She would work directly with and be the preliminary project contact to the lead client contact and project leadership team (a small advisory group). Saskia would be present on all consultant site visits, guide the lead client contact with scheduling, facilitate all project planning sessions, prepare all meeting materials, and conduct all interviews. Estimated hours: 10-20 hours weekly.

Emily Reinholt would manage all research. She would be responsible for the development of all survey tools and ensure data collection builds upon and is aligned with previous research. Emily would be responsible for survey design, synthesis and reporting of results. Emily would provide first-hand interpretation and clarification of the research and results. She would ensure all project data is delivered. Estimated hours: 10-20 hours weekly.

Data and administration:

Responsibilities of Lead Organization

- *Relevant Plans and Background Material:* Provide access to existing organization's strategic plans from community groups relevant to the planning process including arts and cultural organizations, economic development groups, chambers of commerce, educational institutions, and municipal and regional planning agencies.
- *Public Meetings:* Reserving meeting space for public forums.
- *Marketing and Promotion:* Oversee general project marketing including press releases, promoting meetings to the public, and inviting key stakeholders to meetings.
- *Survey Distribution and Promotion:* Printing and distribution of hardcopy surveys and mailing completed hardcopies to the consultants. Online surveys would be promoted by the Lead Organization and its steering committee networks to the public.
- *General Communications:* The Lead Organization would designate a single point of contact who would communicate with consultants and share relevant information with the larger steering committee.

Insurances

If selected, Reinholt Consulting LLC will carry and provide proof of all necessary insurance policies for this remote based project.

Indemnification

Reinholt Consulting LLC agrees to indemnify and hold the City harmless from claims, demands, suits, causes of action and judgments arising from the Consultants performance including claims of professional malpractice or negligence.

Budget

Item	Fixed Cost
1. Research & Development	
Materials and research review	\$1,000
Seek inputs plus preparation and qualitative data synthesis	\$2,000
Key sector community conversations convening and interviews, plus preparation and qualitative data synthesis	\$1,200
Cultural organizations and artists surveying: design, vet, track, and synthesize data from the two surveys	\$1,600
Public opinion surveying, design, vet, track, and synthesize data from the survey	\$1,200
2. Strategic Cultural Plan Report	
Synthesize cumulative results and write findings report	\$3,000
Total	\$10,000
Share assessment results, project leadership team, and stakeholder feedback, plus preparation and follow-up	\$1,500
Write draft plan	\$4,500
Vet draft plan with stakeholders and project leadership team	\$1,500
Incorporate feedback and present final report and deliverables	\$1,500
Total	\$19,000

Morris, Carmen

From: Casavant, Alan
Sent: Wednesday, December 23, 2020 9:39 AM
To: Favreau, Brad
Subject: Does This Work?

For the Council, let me know your thoughts.

Good Afternoon:

The Planning and Development office has been working for a number of months with the organizations that represent the arts and heritage sector of our community. As part of that work, they would like to hire a consultant to create a cultural plan for the city. The department recently secured a \$10,000 grant from the Maine Arts Commission for that purpose, and bids were solicited via the RFP process. Reinhold Consulting of Philips, Maine was selected. They are highly recommended by the MAC, and they were the low bidder. Their price is \$19,000.

To secure their services to develop the plan, \$9,000 is needed from the city, and that sum is not part of this year's budget. It is my opinion that this project is of great value to the community. We, as a Council, have noted, a number of times, that the various cultural organizations in the city compete for the same grants and dollars, and this plan would assist in reducing that competition and act as a catalyst for greater cooperation. Organizations that are part of this group include the Heart of Biddeford, Engine, the McArthur Library, Biddeford Cultural and Heritage Center, and the Biddeford Historical Society.

It has been my experience, over the last ten years in office that arts and culture have been a driving force in the "New" Biddeford. According to the group, Americans for the Arts, each \$1 that an organization spends on events and programming generates \$1.60 in additional spending by audiences, so, you can see, there is direct benefit to the local economy. We have witnessed this most directly when events in City Theater have contributed hundreds of patrons in our downtown restaurants.

As you may or may not know, I added Biddeford to the Francophone-Francophile Network, which connects our city with many other Franco cities throughout North America, with the goal of cultural tourism. Quebec City is the driving force of this organization, and we have had individuals come to Biddeford to explore our local heritage as a result of that organization. Because of our diverse history, our architecture, and our arts, I believe that people will want to come to the city to explore our unique aspects. This plan would further enhance the establishment of Biddeford as a destination city!

The organizations that are part of the city's cultural fabric represent dozens of volunteers who devote thousands of hours towards the betterment of our community. The city's investment of \$9000 in the drafting of a cultural plan would demonstrate that the city backs the efforts of those volunteers and supports their work. I think that such a monetary statement is important.

Please let me know your thoughts on the city's allocation of funds towards the creation of a cultural plan.

Thank you!

Alan

- And, as you noted, support by the City shows the respect we have for the hundreds of volunteers in our non-profit organizations to continue to carry on each important mission.
- With this plan we wish to establish Biddeford as a cultural destination in Southern Maine. We are on that path already.

Any other information I can provide that would help this request I am happy to supply.

Thank you for your attention to this matter.

Brad Favreau
Economic Development Coordinator
(207) 571-1612



Finance Committee/City Council

Meeting Date: January 5, 2021

Meeting Time: 5:00 and 6:00 PM, respectively

Agenda Item No: 2021.7

Item Description: Award of 3-Year Contract for Housing Rehab Consulting Services, RFP #2020-1102-01, for the 2/4-Unit Owner-Occupied Housing Rehab Program

Submitted by: Gail Wilkerson, Housing Rehab Director & Mat Eddy, Planning & Development Director

Supporting Information/Documentation:

Housing Rehab Consulting Services Proposals & Proposal Scoring Sheets: Clarity Property Services, LLC; and Southern Maine Abatement & Consulting, LLC (attached)

Independent Cost Estimate: Housing Rehab Consulting Services (attached)

Key Terms: As in attached Order # 2021.7

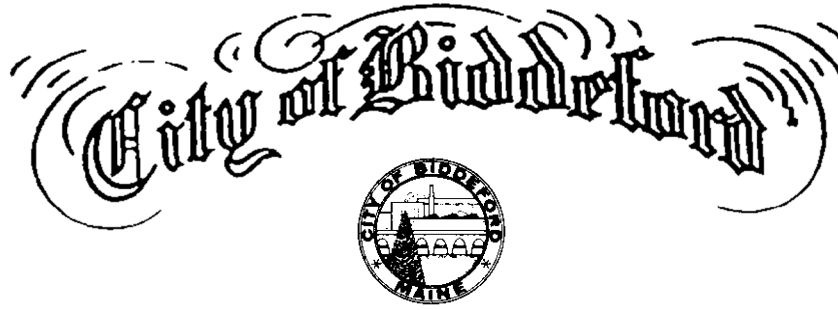
Executive Summary: The CDBG Year 3 Action Plan's rollout of the 2/4-Unit Owner-Occupied Housing Rehabilitation Program requires Housing Rehab Consulting Services to include initial unit inspections (including lead inspections, as needed), rehab specification-writing, bid walks, and project oversight/final inspections. The plan calls for these services to be delivered over 3 years in order to rehab a planned 45 downtown housing units. An RFP for these services was published three times, starting in Sept. 2020, to obtain at least two bids, most recently on Nov. 2, 2020 via the City's & Maine Municipal Association's websites and by email to licensed lead abatement firms/ inspectors/risk assessors/lead supervisors. Two proposals--from Clarity Property Services, LLC, and Southern Maine Abatement & Consulting, LLC--were submitted and opened on Nov. 13, 2020 (see the Proposals, attached).

Detailed Review:

Weighted selection criteria published in the RFP were used to score the proposals (see Proposal Scoring Sheets for each firm). Firms were contacted for clarifying information and project manager references were contacted. Proposal costs were compared to the City's Independent Cost Estimate for Rehab Consulting Services (see attached). As a result, it is recommended that the lowest-cost, most responsible proposal is from Southern Maine Abatement & Consulting Services, LLC, 911 Main St, Sanford, ME 04073, and that the firm should be awarded the contract. The same firm has won HUD-funded lead rehabilitation project work from the City in the past.

Funding Source: CDBG (and Lead Program Grant, as applicable)

Staff Recommendation: Gail Wilkerson, Mat Eddy



2021.7

IN BOARD OF CITY COUNCIL...JANUARY 5, 2021

BE IT ORDERED, that the City Manager of the City of Biddeford is hereby authorized to enter into a fee-for-service agreement with Southern Maine Abatement & Consulting, LLC, for Housing Rehab Consulting Services, as further described in RFP # 2020-1102-01 for the City's *2- to 4-Unit Owner-Occupied Housing Rehabilitation Program*. Service fees shall be based on a total of forty-five (45) downtown housing units rehabilitated by the Program over a period not to exceed three (3) years. A per-unit fee of \$2,200 shall be paid to the Consultant for each rehabilitated housing unit where lead-based paint abatement occurs; a fee of \$1,800 per unit shall be paid for each rehabilitated housing unit where no lead-based paint abatement occurs. The total agreement cost for the Consulting work shall be paid from CDBG or City Lead Grant funds, as applicable, and shall not exceed \$99,000 over the contract period.

NOTE: The Finance Committee will review this item on January 5, 2021 and vote to recommend it to the City Council for approval.

11/06/2020

Gail Wilkerson, House Programs Director

PO Box 586, 205 Main Street

Biddeford, ME 04005

Subject: RFP # 2020-1102-01 / Housing Rehab Consulting Services

Dear Ms. Wilkerson:

In regards to the re-advertised RFP 2020-1102-01 (original RFP # 2020-1013-01), Clarity has thoroughly read through the updated RFP and would confidently like to request that the City of Biddeford consider the previously submitted bid package as such.

Clarity Property Services, LLC (Clarity) respectfully submits this proposal to perform housing rehab consulting services for the City of Biddeford. Clarity Property Services, LLC was established in 2015 after Stephanie Martin, the owner of Clarity, whom worked as an office worker for Kevin Boutin Builders, LLC processing lead-related work schedules and documentation, came to the realization that the State of Maine was lacking in lead professionals from a ratio perspective, knowing that the poisoned children's' lead levels were going to be lowering. Working closely with Kevin Boutin, the owner of the well known and established construction and lead abatement firm, Stephanie engaged in all realms of lead professional training to create Clarity, which is now a successfully growing lead inspection, risk assessment and consulting firm. Clarity has performed hundreds of inspections since organizing as an LLC in 2015 for the private sector, Maine Department of Health and Human Services Lead Program, The City of Portland, The United State Coast Guard and most recently securing the new 2020 HUD funded Lewiston Lead Program.

Clarity has also recently leased an office front located on Elm Street in Biddeford, and has obtained licensure from the Maine Department of Environmental Protection Lead Division as a lead professional trainer. We believe that Clarity will become a go to source for the private sector and lead professionals throughout the State of Maine for direction in appropriate rehab/lead abatement means and methods. We would like the opportunity to serve our local community, partnering with Kevin Boutin as Biddeford's next housing rehab consulting service per RFP 2020-1102-01. Thank you for your consideration.



Stephanie L Martin, Owner

Clarity Property Services, LLC
(207) 286-4469

PO Box 1644, Biddeford, ME 04005
432 Elm Street, Suite C, Biddeford, ME 04005
Email: leadinspections@outlook.com

10/23/2020

Gail Wilkerson, House Programs Director

PO Box 586, 205 Main Street

Biddeford, ME 04005

Subject: RFP # 2020-1013-01 / Housing Rehab Consulting Services

Dear Ms. Wilkerson:

Clarity Property Services, LLC (Clarity) respectfully submits this proposal to perform housing rehab consulting services for the City of Biddeford. Clarity Property Services, LLC was established in 2015 after Stephanie Martin, the owner of Clarity, whom worked as an office worker for Kevin Boutin Builders, LLC processing lead-related work schedules and documentation, came to the realization that the State of Maine was lacking in lead professionals from a ratio perspective, knowing that the poisoned children's lead levels were going to be lowering. Clarity is currently established as a minority woman owned business. Working closely with Kevin Boutin, the owner of the well-known and established construction and lead abatement firm, Stephanie engaged in all realms of lead professional training to create Clarity, which is now a successfully growing lead inspection, risk assessment and consulting firm. Clarity has performed hundreds of inspections since organizing as an LLC in 2015 for the private sector, Maine Department of Health and Human Services Lead Program, The City of Portland, The United State Coast Guard and most recently securing the new 2020 HUD funded Lewiston Lead Program.

Clarity has also recently leased an office front located on Elm Street in Biddeford, and has obtained licensure from the Maine Department of Environmental Protection Lead Division as a lead professional trainer. We believe that Clarity will become a go to source for the private sector and lead professionals throughout the State of Maine for direction in appropriate rehab/lead abatement means and methods. We would like the opportunity to serve our local community, partnering with Kevin Boutin as Biddeford's next housing rehab consulting service per RFP 2020-1013-01. Thank you for your consideration.



Stephanie L Martin, Owner

Clarity Property Services, LLC
(207) 286-4469
Biddeford RFP 2020-1013-01

PO Box 1644, Biddeford, ME 04005
432 Elm Street, Biddeford, ME 04005
Email: leadinspections@outlook.com

Organizational Structure

Staff Members	Role(s)	Experience
Stephanie L Martin, Owner	• Lead Inspector • Lead Risk Assessor • Lead Design Consultant • Lead Professional Trainer • Project Management • Documentation Preparations • Community Relations	Founder and Owner of Clarity Property Services, LLC. 6 years' experience in rehab project documentation, , environmental consulting and project management to include lead inspections, hazard reduction, documentation preparations, customer relations and lead project clearances. All relative aspects of the 2020 Lewiston lead HUD funded program
Kevin M Boutin, CM Project Manager	• Construction and Rehabilitation Specialist • Lead Inspector • Lead Abatement Contractor • Lead Abatement Supervisor • Project Management • Project Documentation and Fulfillment Services • Municipal Building Code and Structure Analyst	Founder of Kevin Boutin Builders, LLC with over 15 years in the construction and lead abatement industries. Licensed as a Maine Lead Abatement Contractor, Lead Abatement Supervisor and Lead Inspector. Experience includes 9 years of HUD funded program projects from a contractor perspective; fully involved from beginning to end of each project. Broad knowledge of National and Municipal building code requirements, construction ethics, building specifications and pricing reflective of such specification. Weatherization Experience.
Riquie L Boutin, Project Manager and Documentation Specialist	• Community Relations • Documentation Preparations • Lead Inspector • Lead Risk Assessor • Lead Design Consultant • Lead Professional Trainer • Project Management	13 years professional experience in construction documentation and customer relations; to include multiple HUD funded projects performed by Kevin Boutin Builders. 6 years' experience in environmental consulting, lead inspections, risk assessments performed by Clarity Property Services, LLC. Master Trainer Certifications

Selection Criteria

1. Project Manager – Kevin Boutin

Project	Client	Contact Information
28 Crosby Street, Portland, ME	City of Portland Housing & Development (HUD Funded)	Ronda Jones (207) 874-8698
68 Pleasant Street, Lewiston	Lewiston Lead Program (HUD Funded) Economic & Community Development	Travis Mills (207) 513-3126 Ext. 3251
75 Congress Street, Portland	Maine State Housing Authority Lead Hazard Reduction Grant (HUD Funded)	Kin Dydasco (207) 624-5779

2. Recent Experience

Although Clarity has not specifically had direct contracts with any HUD Community Development Block Grants to date, there is ample hands on experience and engagements that our project managers have performed with such HUD funded CDBG grants. This CDBG experience reflects contractor involvement ranging from hazard identifications, documentation and hazard work ups, contractor walk thru involvement, bidding documentation and process, home owner association and relations relative to programming and contractual obligations, pricing structure, design and specifications, relocation coordination assistance with home owner and tenants, scheduling and timeline compliance, change orders, interim and final clearance inspections, customer satisfaction, jobsite materials procurement, historical requirements, building permits and town ordinances, payment and billing processing and more. Stephanie Martin, Kevin Boutin and Riquie Boutin via Kevin Boutin Builders, LLC, as a contractor has successfully managed and completed many various CDBG program contracts via Community Concepts, Maine State Housing, Rumford CDBG grants, Portland Housing Authority CDBG, York County CDBG grants, and all of the various State of Maine HUD funded Lead Programs. Clarity Property Services, LLC as an organization has recently performed HUD program funded lead inspections, risk assessments, laboratory test sampling and consultation services for the 2020 Lewiston Lead Program.

3. Staffing

Clarity Property Services, LLC currently has one (1) Housing Rehab Specialist whom is also licensed as a Maine State Lead Abatement Supervisor, Lead Abatement Contractor and Lead Inspector; Kevin Boutin. Clarity also has both Stephanie Martin and Riquie Boutin; both licensed as a Maine Lead Inspector, Maine Lead Design Consultant, Maine and New Hampshire Lead Risk Assessor and Maine Lead Professional Trainers.

4. Proposed Process and Procedure

Clarity Property Services proposes that each inspection / hazard report specify HUD approved means and methods for any rehab related line items which are identified and reported on during inspections / investigations. Each property represents various unique components of action which will be required by not only HUD, but other contributing guidelines, rules and regulations which are directed by State and Local Municipality codes, rules, regulations and end product/manufactural guidelines. Clarity will be solidly thorough in depicting and encompassing all of these factors into our initial reporting structures, which will be distributed to the participating construction / lead abatement firm companies. Each of these reports, during contractor walk-thrus will be discussed individually to capture any lacking industry standard, contractor experience related perspective differences and home owner preferences. Take away action items from these meetings with contractors and home owners will be transitioned onto the final scope of work, which will be the guiding documentation for contractors bidding and ultimately the winning bidder to the completion of the project. Any materials approval, methods of installation and / or other submittals between contract contractor and Clarity can be provided to Clarity Property Services via on-site meeting (documented on paper) or email with associated documents and relative photos; all kept in a sequential log for the relative job site / contract.

5. Inspection and Write-up Services

Once a unit is identified as qualified for the CDBG program, Clarity will within 24 hours of notification, contact the home /dwelling owner regarding the initial lead /home inspection appointment. Our goal is to schedule the on-site inspections to happen no more than five (5) days post notification of the qualified unit file. Once the initial on-site inspections have occurred, Clarity will provide the City of Biddeford with completed lead and health / safety reporting package no later than five (5) working days post on-site inspections. These reporting packages will include cost estimates for both labor and material; based on current industry materials and labor pricing and specification to comply with all HUD, State and local requirements and regulations, permit recommendation if required, site plans and the identification of utility obstructions which may need relocation or temporary removal.

During construction, Clarity will be readily available for contractor, program management and home owner questions and / or concerns as they arise. The program manager will also proactively schedule on-site monitoring and compliance visitations during the construction phase. Clarity is a local owned business and has the capacity to be available in a timely fashion for any unforeseen problems or concerns.

6. Availability and Staffing

Clarity can offer immediate participation with the Biddeford CDBG program. The construction manager, Kevin Boutin has a flexible schedule for interaction based on our current workload. Working as a team, and being that we are locally located, Clarity and its staff can and will be readily available upon request by the program and its facilitators.

7. Problems and Solutions

Clarity cannot foresee any specific problems associated with the scope of work relative to competency, availability or completion of associated tasks. In the event any contractor, home / dwelling owner or material supply and demand problems may occur, Clarity and its staff are fully prepared and available to assist in identifying solutions and / or alternative means and methods in hopes of creating a positive contract experience for all involved.

8. Total Project Cost

Total project cost, based on 45 housing units to be rehabbed over a period not to exceed three (3) years, to perform the requested services mapped out and identified within RFP **2020-1013-01.**

\$ 250,500

Attachments:

Insurance COI

Maine State Licensure

Section 3 Business Registry / Woman-Owned Business



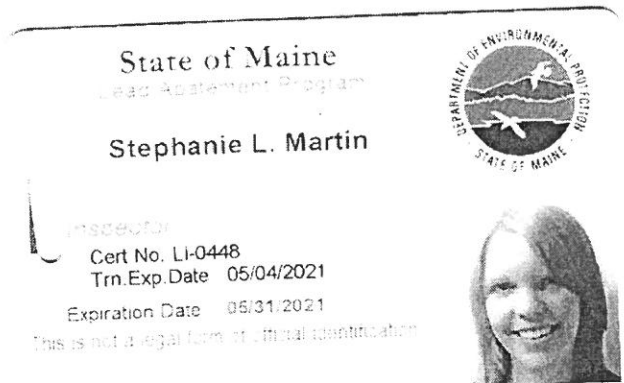
STATE OF MAINE
DEPARTMENT OF ENVIRONMENTAL PROTECTION

JANET T. MILLS
GOVERNOR

GERALD D. REID
COMMISSIONER

May 11, 2020

Attn: Stephanie L. Martin
Clarity Property Services, LLC
PO Box 1644
Biddeford, ME 04005



Dear Ms. Martin,

Your lead application for certification has been received and **approved**. You have been granted certification as a **Lead Inspector LI-0448**. Enclosed is your wallet card, with an expiration date of **May 31, 2021**. All employees working on a lead abatement project must carry this photo ID wallet card. The card is property of the individual to whom it is issued. Your responsibility as a licensee is to ensure delivery of the card to person in your employment. This letter should be retained for your company files as record of certification. Please attach 1 updated passport size photo with every application.

Thank you for your cooperation and your completed application(s). Applications can now be found on our DEP webpage at the following:
<https://www.maine.gov/dep/waste/lead/forms/index.html>

If you have any questions on this certification or on any other aspect of DEP's lead abatement licensing program, please call Sandy Moody (207) 287-7751 or email sandy.j.moody@maine.gov

Sincerely,

Sandra J. Moody, Environmental Specialist
Division of Remediation
Bureau of Remediation and Waste Management

Enclosure

AUGUSTA
17 STATE HOUSE STATION
AUGUSTA, MAINE 04333-0017
(207) 287-7688 FAX: (207) 287-7826
RAY BLDG., HOSPITAL ST.

BANGOR
106 HOGAN ROAD, SUITE 6
BANGOR, MAINE 04401
(207) 941-4570 FAX: (207) 941-4584

PORTLAND
312 CANCO ROAD
PORTLAND, MAINE 04103
(207) 822-6300 FAX: (207) 822-6303

PRESQUE ISLE
1235 CENTRAL DRIVE, SKYWAY PARK
PRESQUE ISLE, MAINE 04679-2093
(207) 764-0477 FAX: (207) 760-3143

web site: www.maine.gov/dep



STATE OF MAINE
DEPARTMENT OF ENVIRONMENTAL PROTECTION

JANET T. MILLS
GOVERNOR

GERALD D. REID
COMMISSIONER

May 11, 2020

Attn: Stephanie L. Martin
Clarity Property Services, LLC
PO Box 1644
Biddeford, ME 04005

State of Maine
Lead Abatement Program

Stephanie L. Martin

Design Consultant

Cert No. LD-0345

Trn. Exp. Date 03/13/2021

Expiration Date 03/31/2021

This is not a legal form of official identification



Dear Ms. Martin,

Your lead application for certification has been received and **approved**. You have been granted certification as a **Lead Design Consultant LD-0345**. Enclosed is your wallet card, with an expiration date of **March 31, 2021**. All employees working on a lead abatement project must carry this photo ID wallet card. The card is property of the individual to whom it is issued. Your responsibility as a licensee is to ensure delivery of the card to person in your employment. This letter should be retained for your company files as record of certification. Please attach 1 updated passport size photo with every application.

Thank you for your cooperation and your completed application(s). Applications can now be found on our DEP webpage at the following:

<https://www.maine.gov/dep/waste/lead/forms/index.html>

If you have any questions on this certification or on any other aspect of DEP's lead abatement licensing program, please call Sandy Moody (207) 287-7751 or email sandy.j.moody@maine.gov

Sincerely,

Sandra J. Moody, Environmental Specialist
Division of Remediation
Bureau of Remediation and Waste Management

Enclosure

AUGUSTA
17 STATE HOUSE STATION
AUGUSTA, MAINE 04333-0017
(207) 287-7688 FAX: (207) 287-7826
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BANGOR
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BANGOR, MAINE 04401
(207) 941-4570 FAX: (207) 941-4584

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312 CANCO ROAD
PORTLAND, MAINE 04103
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PRESQUE ISLE
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PRESQUE ISLE, MAINE 04679-2094
(207) 764-0477 FAX: (207) 760-3143

web site: www.maine.gov/dep



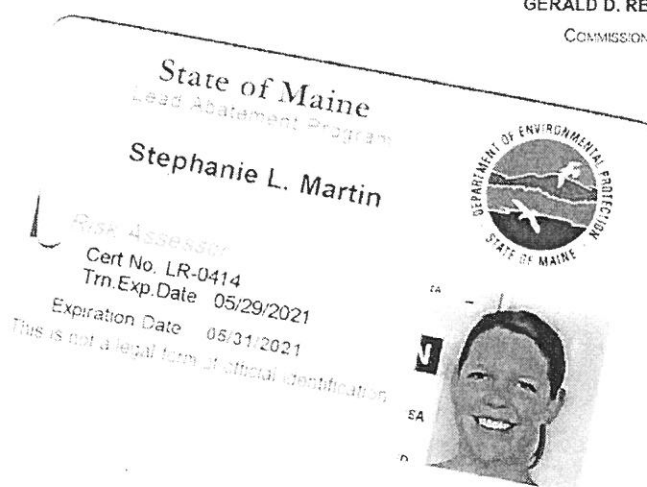
STATE OF MAINE
DEPARTMENT OF ENVIRONMENTAL PROTECTION

JANET T. MILLS
GOVERNOR

GERALD D. REID
COMMISSIONER

May 31, 2020

Attn: Stephanie L. Martin
Clarity Property Services, LLC
PO Box 1644
Biddeford, Maine 04005



Dear Ms. Martin,

Your lead application for certification has been received and **approved**. You have been granted certification as a **Lead Risk Assessor LR-0414**. Enclosed is your wallet card, with an expiration date of **May 31, 2021**. All employees working on a lead abatement project must carry this photo ID wallet card. The card is property of the individual to whom it is issued. Your responsibility as a licensee is to ensure delivery of the card to person in your employment. This letter should be retained for your company files as record of certification. Please attach 1 updated passport size photo with every application.

Thank you for your cooperation and your completed application(s). Applications can now be found on our DEP webpage at the following:
<https://www.maine.gov/dep/waste/lead/forms/index.html>

If you have any questions on this certification or on any other aspect of DEP's lead abatement licensing program, please call Sandy Moody (207) 287-7751 or email sandy.j.moody@maine.gov

Sincerely,

Sandra J. Moody, Environmental Specialist
Division of Remediation
Bureau of Remediation and Waste Management

Enclosure

AUGUSTA
17 STATE HOUSE STATION
AUGUSTA, MAINE 04333-0017
(207) 287-7688 FAX: (207) 287-7826
RAY BLDG., HOSPITAL ST.

BANGOR
196 HOGAN ROAD, SUITE 6
BANGOR, MAINE 04401
(207) 941-4570 FAX: (207) 941-4584

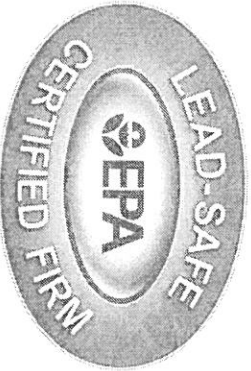
PORTLAND
312 CANCO ROAD
PORTLAND, MAINE 04103
(207) 822-6300 FAX: (207) 822-6303

PRESQUE ISLE
1235 CENTRAL DRIVE, SKYWAY PARK
PRESQUE ISLE, MAINE 04679-2994
(207) 764-0477 FAX: (207) 769-3143

web site: www.maine.gov/dep

United States Environmental Protection Agency

This is to certify that



Kevin Boutin Builders, LLC

has fulfilled the requirements of the Toxic Substances Control Act (TSCA) Section 402, and has received certification to conduct lead-based paint renovation, repair, and painting activities pursuant to 40 CFR Part 745.89

In the Jurisdiction of:

All EPA Administered States, Tribes, and Territories

This certification is valid from the date of issuance and expires August 22, 2022

NAT-126320-2

Certification #

July 24, 2017

Issued On

Michelle Price

Michelle Price, Chief

Lead, Heavy Metals, and Inorganics Branch



United States Environmental Protection Agency

This is to certify that

Kevin Boutin Builders, LLC

has fulfilled the requirements of the Toxic Substances Control Act (TSCA) Section 402, and has received certification to conduct lead-based paint activities pursuant to 40 CFR Part 745.226

In the Jurisdiction of:

All EPA Administered Lead-based Paint Activities Program States, Tribes and Territories

This certification is valid from the date of issuance and expires October 07, 2023

LBP-126320-2

Certification #

September 23, 2020

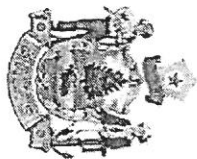
Issued On

Michelle Price

Michelle Price, Chief

Lead, Heavy Metals, and Inorganics Branch





State of Maine



Department of Environmental Protection

LICENSE

Kevin Boutin Builders, LLC

Lead Abatement Contractor

License Number: **LC-0062**

Expiration Date: **03/31/2021**



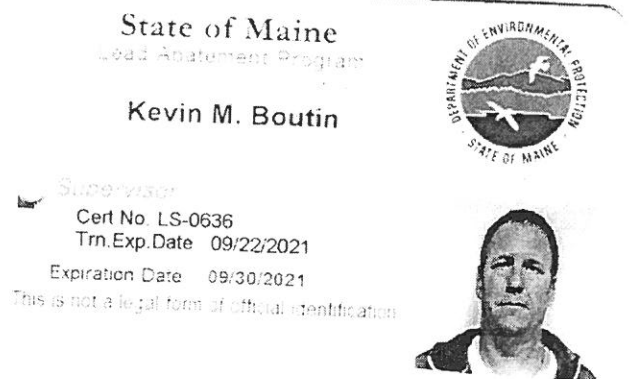
STATE OF MAINE
DEPARTMENT OF ENVIRONMENTAL PROTECTION

JANET T. MILLS
GOVERNOR

MELANIE LOYZIM
ACTING COMMISSIONER

October 12, 2020

Attn: Kevin Boutin
Kevin Boutin Builders, LLC
47 Old Pump Road W
Lyman, ME 04002



Dear Mr. Boutin,

Your lead application for certification has been received and **approved**. You have been granted certification as a **Lead Supervisor LS-0636**. Enclosed is your wallet card, with an expiration date of **September 30, 2021**. All employees working on a lead abatement project must carry this photo ID wallet card. The card is property of the individual to whom it is issued. Your responsibility as a licensee is to ensure delivery of the card to person in your employment. This letter should be retained for your company files as record of certification. Please attach 1 updated passport size photo with every application.

Thank you for your cooperation and your completed application(s). Applications can now be found on our DEP webpage at the following:
<https://www.maine.gov/dep/waste/lead/forms/index.html>

If you have any questions on this certification or on any other aspect of DEP's lead abatement licensing program, please call Sandy Moody (207) 287-7751 or email sandy.j.moody@maine.gov

Sincerely,

Sandra J. Moody, Environmental Specialist
Division of Remediation
Bureau of Remediation and Waste Management

Enclosure

AUGUSTA
17 STATE HOUSE STATION
AUGUSTA, MAINE 04333-0017
(207) 287-7688 FAX: (207) 287-7826
RAY BLDG., HOSPITAL ST.

BANGOR
106 HOGAN ROAD, SUITE 6
BANGOR, MAINE 04401
(207) 941-4576 FAX: (207) 941-4584

PORTLAND
312 CANCO ROAD
PORTLAND, MAINE 04103
(207) 822-6300 FAX: (207) 822-6303

PRESQUE ISLE
1235 CENTRAL DRIVE, SKYWAY PARK
PRESQUE ISLE, MAINE 04679-2094
(207) 764-0477 FAX: (207) 760-3143

web site: www.maine.gov/dep



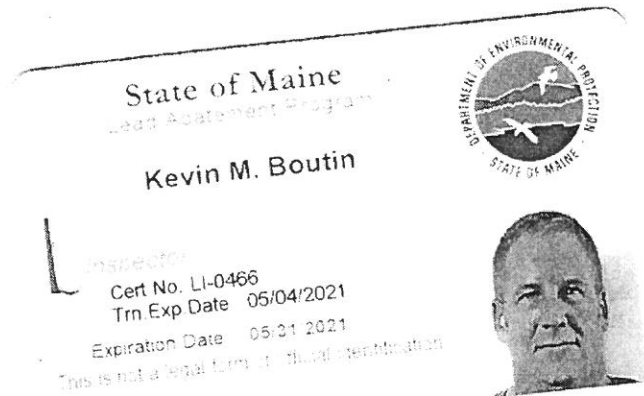
STATE OF MAINE
DEPARTMENT OF ENVIRONMENTAL PROTECTION

JANET T. MILLS
GOVERNOR

GERALD D. REID
COMMISSIONER

May 5, 2020

Attn: Kevin M. Boutin
Clarity Property Services, LLC
PO Box 1644
Biddeford, Maine 04005



Dear Mr. Boutin,

Your lead application for certification has been received and **approved**. You have been granted certification as a **Lead Inspector LI-0466**. Enclosed is your wallet card, with an expiration date of **May 31, 2021**. All employees working on a lead abatement project must carry this photo ID wallet card. The card is property of the individual to whom it is issued. Your responsibility as a licensee is to ensure delivery of the card to person in your employment. This letter should be retained for your company files as record of certification. Please attach 1 updated passport size photo with every application.

Thank you for your cooperation and your completed application(s). Applications can now be found on our DEP webpage at the following:

<https://www.maine.gov/dep/waste/lead/forms/index.html>

If you have any questions on this certification or on any other aspect of DEP's lead abatement licensing program, please call Sandy Moody (207) 287-7751 or email sandy.j.moody@maine.gov

Sincerely,

Sandra J. Moody, Environmental Specialist
Division of Remediation
Bureau of Remediation and Waste Management

Enclosure

AUGUSTA
17 STATE HOUSE STATION
AUGUSTA, MAINE 04333-0017
(207) 287-7688 FAX: (207) 287-7820
RAY BLDG., HOSPITAL ST.

BANGOR
106 HOGAN ROAD, SUITE 6
BANGOR, MAINE 04401
(207) 941-4570 FAX: (207) 941-4584

PORTLAND
312 CANCO ROAD
PORTLAND, MAINE 04103
(207) 822-6300 FAX: (207) 822-6303

PRESQUE ISLE
1235 CENTRAL DRIVE, SKYWAY PARK
PRESQUE ISLE, MAINE 04679-2094
(207) 764-0477 FAX: (207) 760-3143

web site: www.maine.gov/dep



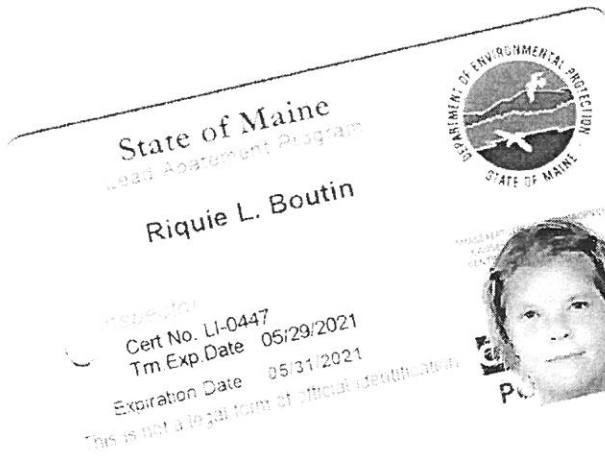
STATE OF MAINE
DEPARTMENT OF ENVIRONMENTAL PROTECTION

JANET T. MILLS
GOVERNOR

GERALD D. REID
COMMISSIONER

May 31, 2020

Attn: Riquie L. Boutin
Clarity Property Services, LLC
PO Box 1644
Biddeford, Maine 04005



Dear Ms. Boutin,

Your lead application for certification has been received and **approved**. You have been granted certification as a **Lead Inspector LI-0447**. Enclosed is your wallet card, with an expiration date of **May 31, 2021**. All employees working on a lead abatement project must carry this photo ID wallet card. The card is property of the individual to whom it is issued. Your responsibility as a licensee is to ensure delivery of the card to person in your employment. This letter should be retained for your company files as record of certification. Please attach 1 updated passport size photo with every application.

Thank you for your cooperation and your completed application(s). Applications can now be found on our DEP webpage at the following:
<https://www.maine.gov/dep/waste/lead/forms/index.html>

If you have any questions on this certification or on any other aspect of DEP's lead abatement licensing program, please call Sandy Moody (207) 287-7751 or email sandy.j.moody@maine.gov

Sincerely,

Sandra J. Moody, Environmental Specialist
Division of Remediation
Bureau of Remediation and Waste Management

Enclosure

AUGUSTA
17 STATE HOUSE STATION
AUGUSTA, MAINE 04333-0017
(207) 287-7688 FAX: (207) 287-7836
RAY BLDG., HOSPITAL ST.

BANGOR
106 HOGAN ROAD, SUITE 6
BANGOR, MAINE 04401
(207) 941-4570 FAX: (207) 941-4584

PORTLAND
312 CANCO ROAD
PORTLAND, MAINE 04103
(207) 822-6300 FAX: (207) 822-6303

PRESQUE ISLE
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PRESQUE ISLE, MAINE 04679-2094
(207) 764-0477 FAX: (207) 760-3143

web site: www.maine.gov/dep



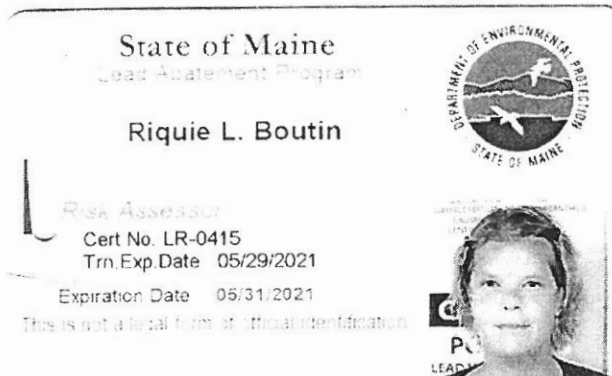
STATE OF MAINE
DEPARTMENT OF ENVIRONMENTAL PROTECTION

JANET T. MILLS
GOVERNOR

GERALD D. REID
COMMISSIONER

May 31, 2020

Attn: Riquie L. Boutin
Clarity Property Services, LLC
PO Box 1644
Biddeford, Maine 04005



Dear Ms. Boutin,

Your lead application for certification has been received and **approved**. You have been granted certification as a **Lead Risk Assessor LR-0415**. Enclosed is your wallet card, with an expiration date of **May 31, 2021**. All employees working on a lead abatement project must carry this photo ID wallet card. The card is property of the individual to whom it is issued. Your responsibility as a licensee is to ensure delivery of the card to person in your employment. This letter should be retained for your company files as record of certification. Please attach 1 updated passport size photo with every application.

Thank you for your cooperation and your completed application(s). Applications can now be found on our DEP webpage at the following:

<https://www.maine.gov/dep/waste/lead/forms/index.html>

If you have any questions on this certification or on any other aspect of DEP's lead abatement licensing program, please call Sandy Moody (207) 287-7751 or email sandy.j.moody@maine.gov

Sincerely,

Sandra J. Moody, Environmental Specialist
Division of Remediation
Bureau of Remediation and Waste Management

Enclosure

AUGUSTA
17 STATE HOUSE STATION
AUGUSTA, MAINE 04333-0017
(207) 287-7688 FAX: (207) 287-7826
RAY BLDG., HOSPITAL ST.

BANGOR
106 HOGAN ROAD, SUITE 6
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(207) 941-4570 FAX: (207) 941-4584

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(207) 822-6300 FAX: (207) 822-6303

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PRESQUE ISLE, MAINE 04679-2094
(207) 764-0477 FAX: (207) 760-3143

web site: www.maine.gov/dep



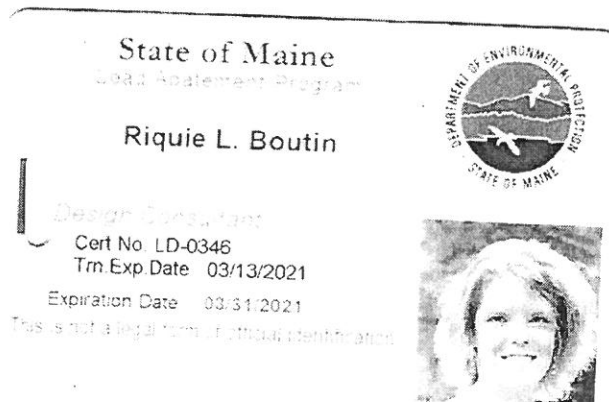
STATE OF MAINE
DEPARTMENT OF ENVIRONMENTAL PROTECTION

JANET T. MILLS
GOVERNOR

GERALD D. REID
COMMISSIONER

May 11, 2020

Attn: Riquie L. Boutin
Clarity Property Services, LLC
PO Box 1644
Biddeford, ME 04005



Dear Ms. Boutin,

Your lead application for certification has been received and **approved**. You have been granted certification as a **Lead Design Consultant LD-0346**. Enclosed is your wallet card, with an expiration date of **March 31, 2021**. All employees working on a lead abatement project must carry this photo ID wallet card. The card is property of the individual to whom it is issued. Your responsibility as a licensee is to ensure delivery of the card to person in your employment. This letter should be retained for your company files as record of certification. Please attach 1 updated passport size photo with every application.

Thank you for your cooperation and your completed application(s). Applications can now be found on our DEP webpage at the following:
<https://www.maine.gov/dep/waste/lead/forms/index.html>

If you have any questions on this certification or on any other aspect of DEP's lead abatement licensing program, please call Sandy Moody (207) 287-7751 or email sandy.j.moody@maine.gov

Sincerely,

Sandra J. Moody, Environmental Specialist
Division of Remediation
Bureau of Remediation and Waste Management

Enclosure

AUGUSTA
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AUGUSTA, MAINE 04333-0017
(207) 287-7688 FAX: (207) 287-7826
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BANGOR, MAINE 04401
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PORTLAND, MAINE 04103
(207) 822-6300 FAX: (207) 822-6303

PRESQUE ISLE
1255 CENTRAL DRIVE, SKYWAY PARK
PRESQUE ISLE, MAINE 04679-2094
(207) 764-0477 FAX: (207) 760-3143

web site: www.maine.gov/dep

Section 3 Business Registry**Self Certification**

U.S. Department of Housing and Urban Development

Office of Fair Housing and Equal Opportunity



Clarity Property Services LLC

Contact Information

Address

Clarity Property Services LLC
47 Old Pump Road W
ALFRED, ME 04002

Telephone

(207) 286-4469

Website Address

<http://www.claritypropertyservices.com>

Email

leadinspections@outlook.com

Point of Contact

Stephanie L Martin

Business Details

Employer Identification Number

47-5587821

Business License

<https://portalapps.hud.gov/Sec3BusReg/BRegistry/BusinessDetails?businessId=8060>

Maine DEP LR-0414

DUNS Number

080177508

NAICS

541990

County

York

Year Business Established

2016

Number of Employees

1

Registration Date

08/20/2017

Business Capabilities

- Consulting
- Lead Hazard Control

Certified (licensed) lead-based paint inspectors and/or risk assessors/managers who conduct inspections. The inspections are defined as a surface-by-surface investigation to determine the presence of lead-based paint and the provision of a report explaining the results of the investigation. Work includes testing and risk assessment by utilizing XFR-based, lead-based paint risk assessments; scope of work preparation for lead hazard reduction/abatement; soil sampling, clearance testing; and management and abatement plan writing.

Business Designations

- Woman-Owned Business

Section 3 Business Criteria

- a) Fifty-one percent or more of the business is owned by Section 3 Residents;



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/23/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Ann Harris Ins Agency 925 Main Street Waterboro ME 04087		CONTACT NAME: Ann Harris Ins Agcy PHONE (A/C, No, Ext): (207) 282-1997 FAX (A/C, No): (207) 636-8200 E-MAIL ADDRESS: ann@annharrisinsurance.com	
INSURED Clarity Property Services LLC PO Box 1644 Biddeford ME 04005		INSURER(S) AFFORDING COVERAGE INSURER A: Risk Placement Services INSURER B: Eastern Alliance Insurance Company1 INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 10724	

COVERAGES

CERTIFICATE NUMBER: CL20102317065

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN; THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:			793008903-0000	02/11/2020	02/11/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB EXCESS LIAB ☐ OCCUR ☐ CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	☒ Y ☐ N	N/A	0000116854	05/30/2020	05/30/2021	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Lead-based paint inspections and assessments

CERTIFICATE HOLDER

CANCELLATION

City of Biddeford PO Box 586 205 Main Street Biddeford ME 04005	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE A Harris Ins Agcy/ANNH

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Proposal Scoring Sheet**RFP # 2020-1102-01****City of Biddeford Housing Rehab Consulting Services****Review by:** Planning Dept Staff:
Wilkerson, Eddy**FIRM:** **Clarity Property Services, LLC --Biddeford**

CRITERIA	SCORE	COMMENTS
1. List 3 projects (and the associated reference contact information) most recently completed by the <u>Project Manager</u> who will be assigned to this RFP that are similar to the work to be done on behalf of the City of Biddeford. <i>(maximum response value of 12.5 points)</i>	7/12.5	Two reference sites responded. Technical & quality aspects of Project Manager's (PM's) work scored sound marks; PM's flexibility in taking on additional work when reference sites were in a bind was also noted as a plus; however, it was reported that customer-facing interactions are not consistently positive. The Biddeford Lead Program has no experience with the PM's work to date, as City lead rehab projects bid upon by PM have come in higher than other contractors for the same jobs.
2. List the most recent experience your firm has had in completing work funded by HUD Community Development Block Grants. <i>(maximum response value of 12.5 points)</i>	11.5/12.5	Clarity has not worked w/CDBG; however, the proposed PM has, as have the current Clarity staff when they worked for Boutin Builders. Clarity has won a contract to perform HUD-funded Lead contract inspections/risk assessments, lab testing and clearance services for the City of Lewiston's 2020 Lead Program. Clarity is additionally a HUD-encouraged Section 3 firm.
3. Does your firm currently have Housing Rehab Specialists on staff and/or Maine-licensed Lead Risk Assessors or Lead Supervisors? If not, explain how your firm will procure the needed services. <i>(maximum response value of 12.5 points)</i>	12/12.5	PM is a Housing Rehab Specialist, lead inspector, contractor, and lead abatement supervisor; has more than 15 years in construction/lead abatement, 9 years as a contractor on HUD-funded projects, broad knowledge of municipal building codes, construction ethics, building specs & related pricing experience. Firm has 2 lead risk assessors/lead inspectors/lead designers on staff who have worked in construction companies for 5+ years.
4. Discuss the process that your firm will require for contractors to obtain approval of materials, methods of installations, and other submittals. <i>(maximum response value of 12.5 points)</i>	10/12.5	Each rehab project is unique. HUD has specific requirements for different programs and city/state codes/regs also come into play. Clarity expects to be thorough in depicting all rehab hazards in its initial reports to distribute to bidding contractors, using the site walk-thru's to capture owner preferences/contractor experience/industry standards, leading to final scope of work. Materials/methods approval/other submittals can occur on site or via email w/related photos.

Proposal Scoring Sheet**RFP # 2020-1102-01****City of Biddeford Housing Rehab Consulting Services****Review by:** Planning Department Staff:

Wilkerson, Eddy

FIRM: **Clarity Property Services, LLC--Biddeford**

5. Discuss the frequency and thoroughness of inspections that would be performed by your firm, as noted under "Inspection and Write-up Services." (maximum response value of 12.5 points)	10/12.5	Service benchmarks: First 24 hours, contact property owner for inspection time; inspect within 5 days; report package back to City w/i 5 days of inspection. Report package will include labor/material cost estimates & specs that comply with HUD, state & local regs, permitting & any utility obstructions. On-site monitoring will be proactive.
6. What is the current workload of the staff from your firm who will be assigned the responsibility for the work under this RFP? When could your firm begin providing the proposed services? (maximum response value of 12.5 points)	10/12.5	Clarity reports having immediate start/availability, and PM has a flexible schedule. Both will be readily available upon City's request and within the above service benchmarks.
7. Describe and discuss any problems and possible solutions you foresee in completing the scope of work in this RFP. (maximum response value of up to 12.5 points)	10/12.5	Clarity could not foresee any specific problems related to its competency, availability, or completion of tasks. If property owner/material supply & demand problems occur, Clarity staff are prepared & available to assist in identifying solutions/alternative means and methods.
8. Provide the Total Project Cost to perform the requested services, based on <u>45</u> housing units to be rehabbed over a period not to exceed three years, with at least <u>15</u> units units needing to be assessed and treated for lead-based paint hazards (maximum response value of 12.5 points)	5/12.5	Total project cost, based on 45 housing units rehabbed over not more than 3 years: \$ <u>250,500</u> or \$ <u>5,567</u> per unit
Total Score (Maximum of 100 Points)	75.5/100	<u>Recommendation:</u> Proposal/PM qualifications are similar to the competing submittal with the exception of: customer relations consistency, which is vital to program success; and higher bids from PM than other contractors on City's lead rehab jobs to date. This proposal's cost is 1.5 times higher than the competition & also higher than the independent cost estimate & budget. Staff recommend passing on this proposal.

Southern Maine Abatement & Consulting, LLC
Proposal for Housing Rehab Consulting Services

Prepared for:

The City of Biddeford HWR Program

Prepared by: **Matthew Gardner**

Lead Abatement Contractor- LC-0103
Lead Abatement Supervisor- LS-0819
Lead Inspector LI-0478
RRP cert:NAT-RV-I-129306-17-0163
Asbestos Consultant (Full) SF-0124
Asbestos Abatement Contractor (Full) CF-0213
Asbestos Inspector AI-0827
Asbestos Air Monitor AM-0647
Asbestos Design Consultant DC-0323
Asbestos Project Supervisor AS-3101
OSHA- Mold, Prevention, Remediation

OSHA- Mold, Prevention, Remediation

cert#9283D132-F8FB-11EA-95C6-0050568D5CA3

207-432-3393 | matthew@garmourgroup.com | 911 Main St Sanford, ME 04073

Enclosed please find our proposal for Housing Rehab Consulting Services as outlined within the City's request. We believe we are uniquely situated to offer these services with diverse background knowledge pertaining to the required skills outlined and others synergistic with the request. We are appropriately licensed in nearly every discipline of lead and asbestos abatement, testing and design.

Our company also has a decade long history in residential property rehab involving construction budgets, bank requisitions and progress inspections for small, medium and large-scale projects. Our company draws experience from prior high volume portfolio property management including all aspects of tenant interaction, expectation management of property owners and handling the management of capital improvement projects.

We are equipped for a number of varieties of situations that may arise relative to properties that qualify under this program. We hold licenses to allow us to be on site during active lead and asbestos abatement and perform certain inspections and clearance sampling as necessary. I personally hold licenses and certifications in Asbestos and Lead Inspection, Air Quality, Lead Design and Asbestos Project Design. I also hold an OSHA certification for mold remediation. I will be up front that I do not currently have a Risk Assessor's license. With that consideration, I've spoken with Community Concepts who agreed to perform Risk Assessments on any properties requiring this for the program. I am a Lead Designer and Lead Supervisor that can work on reviewing and suggesting cost effective solutions relative to the reports prepared by CCI in this manner.

Enclosed please find the following for your consideration:

1. Past projects similar to the requirement set forth in the Request.
2. Most recent experiences in completing work funded by HUD Community Development Block Grants
3. List of current Maine Department of Environmental Protection licenses and supplemental material
4. Proposed approval process for materials, methods of installations and other submittals
5. Site and progress inspection procedures relating to timeliness, clearance, and requisitions for payment by contractor.
6. Current availabilities for performance
7. Possible problems and / or solutions in completing the scope within the City's RFP
8. Cost for services provided in accordance with the RFP

1. Past projects similar to the requirement set forth in the Request

Southern Maine Abatement & Consulting, LLC (formerly Garmour Multifamily, LLC) has actively participated in the review of approximately 3-4 Risk Assessment and / or Lead Inspection reports on a monthly basis and has completed dozens of renovation, historical restoration and abatement projects over the past 3+ years.

Prior to this, I have personally been involved in countless real estate and renovation projects both in a consulting capacity or as a construction manager / owner. As a company we are very familiar with the intricacies of contractor invoicing, means and methods specifications, the identification of lead and asbestos hazards and general knowledge of construction and project management requirements.

With regards to the consideration of historic properties, their preservation and various code intricacies, I can say I have had experience working with the National Trust for Historic Preservation. The NTHP oversees a portfolio of properties nationally on their register of historical significance. I prepared and submitted (which was subsequently approved), a restoration plan using like-kind materials for the restoration of Sanford's historic Goodall Mansion. This was the only report of its kind and detailed the restoration of every element to the property.

With the above being considered we have background experience pertinent to every aspect of what is needed to take any multifamily dwelling project from beginning to end with the appropriate involvement of the City's Code Enforcement, historic oversights and other various Housing Program requirements which can vary widely from property to property.

More specifically, as a Lead Abatement Contractor, we have completed projects under the HUD guidelines through the City of Portland and Community Concepts. As recently as this year we have completed large abatement projects at 79 Allen Avenue in Portland and 30 Northeast rd in Standish.

We've also completed a number of abatement and renovation projects in the private sector this year. These include RRP and non-program lead abatement projects. These include among several others:

11 Everett St Brunswick (multifamily)

18 Williams St Andover (historic single family)

34 Arundel Rd Arundel (a daycare)

41 State St Portland (large 20+ unit apartment building and parking garage)

46 Cottage st Sanford (single family)

73 Pitt St Portland (single family)

These projects encompass nearly every form and application of lead abatement and renovation making us qualified to participate in the management of the process from beginning to end in a variety of scenarios.

2. Most recent experiences in completing work funded by HUD Community Development Block Grants

As mentioned above, we have recently completed 2 HUD funded projects as a HUD approved contractor. We are also waiting for the signing of another HUD funded project we were awarded recently. Our primary focus in the abatement world has been in private work, we have only recently started working on HUD funded projects. With that being said, the projects we have completed were involving almost every type of situation you commonly encounter. We also were able to complete these projects amidst the beginning and continuation of the coronavirus pandemic.

In reviewing most Risk Assessments there are common items found throughout most properties you see. We are experienced in multiple ways of abating every common lead hazard typically found in older multifamily apartment buildings. We also have experience in the use of approved alternative products and sourcing where appropriate. This facilitates us in assisting in suggesting a variety of effective abatement methods which we are able to suggest in circumstances requiring some degree of adaptation in property specific scenarios.

3. List of current Maine Department of Environmental Protection licenses and supplemental material

We currently hold the following certifications and licenses active in the State of Maine:

Maine Dept of Environmental Protection

1. Lead Abatement Supervisor
2. Lead Abatement Contractor
3. Lead Inspector
4. Lead Designer
5. Asbestos Inspector
6. Asbestos Designer
7. Asbestos Abatement Supervisor
8. Asbestos Contractor
9. Asbestos Consultant (FULL)
10. Air Quality Monitor
11. Risk Assessor (certificate only)
12. (EPA)- RRP Certified
13. (OSHA) – Mold Remediation

(Available licenses or proof of certification available upon request)

(Continued)

Whereby we do not employ a Housing Rehab Specialist, we would need to procure the services of one should that specific requirement be requested. Given the nature of our current business, we have not had a need arise for that certification specifically.

4. Proposed approval process for materials, methods of installations and other submittals.

Each project is going to vary in the specifics of this category, but the general process should not. For projects involving lead paint, the Risk Assessor's design specification will outline, in specific line items, the means and methods for each item included with the initial estimate.

In a typical lead abatement project, the contractor with the awarded bid will order materials, arrive on site and begin to work. Upon the arrival of the materials on site and set up, the contractor is usually eligible for a payment requisition relative to the approved bid and contract amount. The subsequent payment requisitions proceed with each progress invoice. Generally, there is a percentage hold back pending any final punch list items to resolve with the owner. All of this is considered when examining whether a contractor's invoice is consistent with what is seen on site and if it should be approved for payment. Our company casts a wide net in our experience in working with the challenges of older multi family properties and is appropriately licensed to assist in suggesting solutions to common issues in a proactive way.

On non-lead abatement project work, municipal Code Enforcement in conjunction with Historic Preservation and / or the City Planner's office where applicable is paramount to a good job. By being proactive in the approach to gathering information, we aim to assist in everyone being able to make informed decisions for the approval of materials and various methods of installations. This sometimes requires supplemental submittal of outside materials using the assistance of certain professionals such as a structural engineer or architect / CAD specialist.

Regardless of either type of project, no payment shall ever be approved without the work being completed and visually inspected. If the request for payment includes more expensive items such as doors, lumber or windows, sufficient paid receipt with the items matching their corresponding line item on the approved quote would be authorized.

The goal in any action is always to protect the interests of the homeowner, tenant, City and in doing so, protecting the interest of the contractor as well.

5. Site and progress inspection procedures relating to timeliness, clearance, and requisitions for payment by contractor.

Active site inspections by the Housing Rehab Consultant are necessary during set up, any time there is a payment request, during any visits with the owner, during any prolonged delay in activity at the site and towards the end of the project to hopefully avoid any unforeseen issues at the final walk through.

Clear timelines for completion must be established in the contract. Requisition requests need to be reviewed by someone with field knowledge of the invoiced task to determine if it is in fact complete and to what degree any amount should be withheld.

Effective execution of these projects cannot deviate from the written policies and procedures coupled with always maintaining the safety and interest of all of the parties involved.

Clearance sampling should be treated with priority in any case arising to expedite the clearance of the regulated work area.

6. Current availabilities for performance

Currently we participate in weekly walk throughs and inspections of our own projects. We currently send out an abundance of estimates and generate reports for customers. We maintain this while we review other inspections and risk assessments while fielding calls for general work outside of the regulated 424 abatement work. The requirements of the scope as outlined mesh quite well with the work we currently find ourselves doing. We should be able to respond to the City's needs as required anytime for site inspections, walk throughs, the preparation of reports and any correspondence with City officials.

Especially when dealing with contractors at a time when everyone is extremely busy, it is important that any post walk through revisions be handled quickly and returned the contractor for purposes of bidding. This is important for several reasons, one of which being the timeliness of the response. The second is to encourage receipt of multiple estimates from multiple approved companies. This tends to be an overlooked detail we would prioritize.

7. Possible problems and / or solutions in completing the scope within the City's RFP

Being proactive from the project's inception is key to avoiding as many likely problems as possible. Seeking information to avoid problems such as under engineered exterior porch, deck and roof improvements is one way to avoid expensive mistakes. Taking into account these items and having the general knowledge of things such as fireproofing and where to consider egress windows or tempered glass is another way to avoid a possible problem.

Other issues such as evaluating the contractor's ability to perform in accordance with the contract are important. This can avoid issues such as a project stalling before completion or extended and unplanned stays in alternative housing arrangements while interior work is underway in some scenarios.

Trying to be as proactive in your approach from the beginning in the management of the project's process can hopefully avoid issues before they can arise. Of course with consideration to the obvious unforeseen circumstances that can frequently arise, general experience in problem solving is important. Delays in a homeowners project due to issues that could have been easily prevented would be (and should be) considered an abject failure to deliver on the terms of the scope within the RFP.

Other issues that fall into the "unforeseen or unavoidable" category can hopefully be mitigated by the use of our own staff and extended network of construction and abatement professionals as the need arises. There isn't much we haven't seen or personally experienced in my 15+ years of working with apartment buildings, 10 of which being solely construction management related. We are a fully established company and cannot foresee any issues under current circumstances that would hinder our ability to perform in accordance with the specification to the benefit of all parties served through this program.

8. The cost for services as outlined in the RFP is broken down into 2 expense categories:

Lead related Risk Assessments and project services: To include complete Risk Assessments, first round clearance sampling where required and additional services as outlined in the RFP.

\$2,200 / unit \$33,000 / 15 units

Services for 30 non-lead HWR Rehab Program projects

\$1,800 / unit \$54,000 30 units

Total for above consulting services over 3 year period \$87,000

Please note the above does not include additional 3rd party professional fees required for developing a spec. Examples being civil or structural engineering, soil leachability testing, professional site plan drawings for municipal approvals and similar requirements arising that would be site specific.

The above bid proposal does include appropriate risk assessments performed by a Maine Risk Assessor for the 15 required properties.

Please feel free to contact me with any questions or concerns pertaining to any of the above.



Matthew Gardner

Lead Abatement Contractor- LC-0103
Lead Abatement Supervisor- LS-0819
Lead Inspector LI-0478
RRP cert: NAT-RV-I-129306-17-0163
Asbestos Consultant (Full) SF-0124
Asbestos Abatement Contractor (Full) CF-0213
Asbestos Inspector AI-0827
Asbestos Air Monitor AM-0647
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Asbestos Project Supervisor AS-3101
OSHA- Mold, Prevention, Remediation
cert#9283D132-F8FB-11EA-95C6-0050568D5CA3

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911 Main St Sanford

Proposal Scoring Sheet**RFP # 2020-1102-01****City of Biddeford Housing Rehab Consulting Services****Review by:** Planning Department Staff:

Wilkerson, Eddy

FIRM: **Southern ME Abatement & Consulting, LLC--Sanford**

CRITERIA	SCORE	COMMENTS
1. List 3 projects (and the associated reference contact information) most recently completed by the <u>Project Manager</u> who will be assigned to this RFP that are similar to the work to be done on behalf of the City of Biddeford. <i>(maximum response value of 12.5 points)</i>	12/12.5	The 3 references provided were positive across the board: property owners noted PM "consistently goes above & beyond;" is responsive; delivers high value for the dollar & "high attention to detail;" "would use his services again in a heartbeat" & "nothing but good things to say" RE: firm's customer service & technical aspects, as well as "time, project & budget management." Projects: Single family home lead abatement/historic preservation; 13-unit lead abatement in Portland; and investor client with multiple multi-unit rehab projects.
2. List the most recent experience your firm has had in completing work funded by HUD Community Development Block Grants. <i>(maximum response value of 12.5 points)</i>	7/12.5	Firm has not worked w/CDBG but has worked with HUD Lead Grant program for approx 1 year and is familiar with HUD guidelines, understands the specific HUD policies & procedures needed when working with a government payor. Firm is on the federally approved vendor list (SAM), has completed 2 substantial HUD-funded projects this year & has won 1 City of Biddeford HUD lead project to date (work not begun).
3. Does your firm currently have Housing Rehab Specialists on staff and/or Maine-licensed Lead Risk Assessors or Lead Supervisors? If not, explain how your firm will procure the needed services. <i>(maximum response value of 12.5 points)</i>	8/12.5	Firm has no Housing Rehab Specialist but has not needed one as PM has delivered construction/rehab management full-time for 10+ years. PM is a Maine-licensed contractor w/Lead Abatement Supervisor & Lead Designer certs & plans to obtain Lead Assessor license imminently. Firm plans to outsource any lead risk assessing it cannot do to the City's contracted Lead Program assessment/design firm, Community Concepts.
4. Discuss the process that your firm will require for contractors to obtain approval of materials, methods of installations, and other submittals. <i>(maximum response value of 12.5 points)</i>	10/12.5	Process will differ between Lead Abatement (where materials are spec'd by the designer) to other types of rehab. On-site inspections, proactive involvement of all parties in the project work (code, planning, historic preservation, owner, and sometimes professionals such as structural engineers, architects/CAD specialists) and matching invoices to materials/work scoped, completed & visually inspected is critical, as are value-engineering options that owner and City can consider.

Proposal Scoring Sheet
RFP # 2020-1102-01
City of Biddeford Housing Rehab Consulting Services

Review by: Planning Department Staff:
Wilkerson, Eddy

FIRM: **Southern ME Abatement & Consulting, LLC--Sanford**

5. Discuss the frequency and thoroughness of inspections that would be performed by your firm, as noted under "Inspection and Write-up Services." (maximum response value of 12.5 points)	9/12.5	Will inspect: at set-up; when contractor requests payment; during visits w/owner; during prolonged project delays; as the project nears completion to avoid unforeseen issues, and at final walk-thru. Clear completion timelines will be established in the firm's contract documents. Write-ups will comply with City/HUD policies.
6. What is the current workload of the staff from your firm who will be assigned the responsibility for the work under this RFP? When could your firm begin providing the proposed services? (maximum response value of 12.5 points)	10/12.5	PM has immediate start/availability for weekly walk-thru's/inspections & will prioritize this work if awarded. Service: 0-2 days to contact eligible property owners; w/i 1 week for on-site inspection; 3-5 days to produce spec write-ups/independent cost estimate; 1-3 days for City-requested value engineering; 10-14 day notice to contractors for bid walk; 1-2 days for bid addenda notices; 24-48 hrs notice for final walk-thru w/Code.
7. Describe and discuss any problems and possible solutions you foresee in completing the scope of work in this RFP. (maximum response value of up to 12.5 points)	10/12.5	Firm believes being proactive upfront will generally avoid problems. Firm's back-up Lead Supervisor can cover for PM if there are any on-site issues of immediate importance in PM's absence. Problem-solving in the moment will be prioritized. Firm also has extensive network of construction/abatement contractors to tap if support needs arise.
8. Provide the Total Project Cost to perform the requested services, based on <u>45</u> housing units to be rehabbed over a period not to exceed three years, with at least <u>15</u> units needing to be assessed and treated for lead-based paint hazards (maximum response value of 12.5 points)	12/12.5	<u>Cost per unit and total costs as follows:</u> Lead-related Risk Assessment & Project Services: \$2,200/unit x 15 units = \$33,000; Non-lead/HWR Rehab Program Project Services: \$1,800/unit x 30 units = \$54,000 Total cost over 3-year period = <u>\$87,000</u>
Total Score (Maximum of 100 Points)	<u>78/100</u>	<u>Recommendation:</u> Though newer to HUD -funded projects, the firm/PM enjoys superior regard from references; has won a HUD rehab bid from the City in the past, and has put forth a total and cost-per-unit pricing schedule that is within the City's independent cost estimate & program budget. Staff recommend accepting this proposal.

Independent Cost Estimate: *Rehab Consulting Services*

2/4 Unit Owner-Occupied Housing Rehab Program, RFP # 2020-1102-01

Assumes 45 units rehabbed over 3 years, 15 with Lead Hazards, 30 Without Lead Hazards

Estimate as of 11/2/2020

Rehab Consulting Scope of Services	Cost/Unit*	# Units	Total Cost, Est.
Lead Inspections & Risk Assessments	\$ 500	15	\$ 7,500
Lead Abatement Designs	\$ 600	15	\$ 9,000
Initial Inspection (No Lead)	\$ 500	30	\$ 15,000
Scope, ICE & Lead Abatement Mgmt	\$ 1,050	15	\$ 15,750
Scope, ICE & Unit Rehab Mgmt (No Lead)	\$ 1,050	30	\$ 31,500
Lead Lab Pre Wipes (20 x \$20/test)	\$ 400	15	\$ 6,000
Lead Lab Post Wipes (20 x \$20/test)	\$ 400	15	\$ 6,000
Final Dust Clearance Certification	\$ 250	15	\$ 3,750
Final Code/Building Inspection (No Lead)	\$ 250	30	\$ 7,500
TOTAL EST COSTS, LEAD, NO LEAD REHAB			

*Estimated costs based on similar services provided to City

Estimate: REHAB CONSULTING SERVICES, Per Unit Cost

Lead Rehab Consulting Cost Per Unit =	\$ 3,200
No-Lead Rehab Consulting Cost Per Unit =	\$ 1,800

Lead/No Lead
Scope Totals
Annual Cost
Cost Per Unit

RFP SCOPE OF SERVICES	
Lead Rehab Consulting	No Lead Rehab Consulting
\$ 7,500	
\$ 9,000	
	\$ 15,000
\$ 15,750	
	\$ 31,500
\$ 6,000	
\$ 6,000	
\$ 3,750	
	\$ 7,500
\$ 48,000	\$ 54,000

Lead Rehab Consulting	No Lead Rehab Consulting
\$ 16,000	\$ 18,000
\$ 3,200	\$ 1,800

15 units

30 units