



**City of Biddeford
Finance Committee**

November 19, 2024 at 5:00 PM
City Hall Council Chambers & Zoom

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Or call in by phone: +1 312 626 6799

Meeting ID: 990 4214 1182

Passcode: 028451

1. Call to Order
2. Approval of Minutes
 - 2.a Approval of the Minutes
3. Signing of the Expenditure Warrant
4. Discussion/Approval
 - 4.b Authorization/Payment to Jim Godbout Plumbing and Heating SEEDS
 - 4.c Authorization/Execute a contract for Architectural services for phase 2 SEEDS
5. Other Business
6. Adjourn

City of Biddeford
Finance Committee
November 7, 2024 5:00 PM Council Chambers & Zoom

Councilor Beaupre: present
Councilor Lessard: present
Councilor LaFountain: present
Mayor Grohman: present

1. Call to order

2. Approval of the Minutes

Motion: Mayor Grohman
Second: Councilor Lessard
Vote: Unanimous in favor.
Motion passed.

3. Signing of the expenditure warrant

4. Discussion/Approval

4.a. Approval for Fire Department Interior Paint Bid and Funds

Fire Chief Larry Best presented the item, explaining that the bid was able to be phased, depending on the availability of future budget savings.

Motion: Mayor Grohman motion to award the contract to Biddeford Painting.

Mayor Grohman amended the motion to include the amount of \$36,031. Chief Best noted that was the total amount of the bid but the current requested amount based on the budgeted funds was \$19,713.

Councilor Lessard noted his preference not to approve the entire amount of the contract, noting that it would restrict Council's ability to spend in the future.

Motion: Mayor Grohman motion to award the contract to Biddeford Painting in the amount of \$19,713.

Councilor Lessard noted that he would be voting no due to his preference to have Council vote on how to reallocate any budget savings instead of allowing it to be reallocated within the department. Councilor Beaupre concurred with that notion and agreed to approve only the budgeted amount of \$13,500.

Motion: Mayor Grohman motion to award the contract to Biddeford Painting in the amount of \$13,500.
Second: Councilor Lessard
Vote: Unanimous in favor.
Motion passed.

4.b Approval for Fire Department Interior Paint Bid and Funds.

Public Works Director Jeff Demers presented the item.

Motion: Councilor Lessard motion to buy the packer.
Second: Councilor Beaupre

Councilor Lessard noted that there wasn't really an option to go without a waste truck and hoped that it would be approved so that the city could own the truck and have their name on it. Councilor Beaupre also noted that it was financially prudent based on the cost of leasing compared to buying. City Manager Bennett asked to have the motion updated slightly based on the order attached to capture the details of the financing proposed. He also noted that the lease purchase came with an advantageous rate and that he would make sure the next City Manager would look into whether it would be financially possible to put more money down for the future purchase.

Councilor LaFountain asked about getting additional details on vehicles in the CIP. City Manager Bennett noted that there is a spreadsheet with the vehicles included in the Capital Committee materials. Councilor LaFountain clarified that he was interested in seeing that information for the future years in addition to the current CIP year.

Vote: Unanimous in favor.
Motion passed.

Councilor Beaupre Motion to adjourn at 5:45 pm.
Second: Councilor Lessard
Vote: Unanimous in favor.

Meeting adjourned.



Finance Committee

Meeting Date: November 19, 2024
Meeting Time: 5:00 PM
Agenda Item No: 4.b
Item Description: Authorization/Payment to Jim Godbout Plumbing and Heating SEEDS
Submitted By: Roby Fecteau

Supporting Information/Documentation:

Inv_126211_from_Jim_Godbout_Plumbing__Heating_Inc._11128, 20241114 Budget
Construction Seeds of Hope

Key Terms:

Executive Summary:

In June of 2024 the City Council approved the use of CDBG funding for a renovation project at Seeds of Hope. The project focus was to renovate unused space that would allow Seeds to accommodate 60 unhoused individuals on a nightly basis. The project was on a strict timeline to be completed by November 1, 2024. Due to the nature and the emergent need to provide the unhoused a warm place to sleep, HUD agreed to provide waivers to the procurement process. During the process to complete the project there were two building features that needed to be addressed that was not detailed in the original scope of work. Due to these items not being part of the original scope and not getting authorization prior to the work deemed the use of CDBG funds ineligible for this phase of the project.

Staff regrouped and determined that key pieces of the project were not included in the initial phase to fit out the space by November 1st, so we developed a Phase II project to present to HUD, and they have said "yes" to this approach. The staff is currently working through the HUD approval process.

Detailed Review:

The Seeds of Hope construction budget was approximately \$1,200,000 to perform construction in order to convert unused space for an unhoused overnight facility.

In June 2024 the City Council approved up to \$800,000 of CDBG funding to allow unused space to be built out for the nightly use for the unhoused. The timing of this work needed to be completed by November 1, 2024.

The use of CDBG funding requires compliance with specific administrative reviews and approvals. HUD allowed certain waivers to the project related to the procurement process because of the emergency need for this facility.

There were two aspects of the project that became emergent issues and needed to be addressed sooner rather than later once the project started. The roof had leaks and the exterior windows on the north side of the building were in such disrepair that they were literally falling out of the building when touched.

Seeds of Hope did apply for Local Historic review for the roof but the windows were not originally part of that application. The contractor learned of the approvals needed but at that time the windows were already out and the building needed to be secured from the environment.

In early August, Seeds of Hope received the local HPC approval which was forwarded to HUD. City staff learned from HUD that because work was performed that was not included in the original application and work was performed before all approvals were issued, CDBG funding could not be used. At that time there was about \$300,000 in expense for the project. The overall project cost for this phase totaled \$655,694.55

Staff met to try to salvage the CDBG funding and as a result developed a Phase II project. Key pieces of the project included a sprinkler system for the building and the complete upgrade of existing space on the first floor. These two pieces would allow complete functionality of the entire building for both Seeds staff needs and the unhoused needs on daily basis. The two phases put together truly accomplish those needs. An estimated cost of Phase II would be around \$400,000. The Phase II scope of work is eligible for CDBG funding as long as the administrative requirements are met.

Because the work completed to date has been deemed ineligible for CDBG funding the City Manager is recommending non-CDBG funded reimbursement to Jim Godbout Plumbing and Heating in the amount of \$300,000 due to commitments made by the City when the project was initiated (amount reflected in the Order). The City Manager is recommending an additional \$100,000 be paid to Jim Godbout Plumbing and Heating for his efforts to complete the project on time even through missteps occurred during the process (existing Order will need to be amended). Jim Godbout has indicated that he will seek other sources of funding to cover the balance of \$255,694.55.

The packet includes a detail of construction expenses to date and the balance remaining for Phase II.

Funding Source:

Total requested is \$400,000 (\$300,000 plus \$100,000 due to need to close up the building after "stop" called). The funding source for Phase I is still being reviewed. The packet will be updated once the source has been confirmed.

Update 11/19/24 - The funding source for this project is proposed to come from reallocation of \$250,000 from *FY25 CIP - Playground Upgrade* with the balance of \$50,000 or \$150,000, depending upon the Committee/Council authorization, to be absorbed in the FY25 budget. The

FY25 CIP-Playground Upgrade is a CDBG eligible expense. The plan is to use CDBG funds to complete the work originally associated with the CIP allocation.

Staff Recommendation:

Staff recommends approval of the request. The Finance Committee has discretion on approving the additional \$100,000.



PO Box 365 Biddeford, ME 04005

Phone: (207) 283-1200

Invoice

Invoice Date:	Invoice #:
11/4/2024	126211

Invoices are Due Upon Receipt

Bill To
Seeds of Hope 35 South St Biddeford, ME 04005-2473

Job Location
Seeds of Hope 35 South St Biddeford, ME 04005-2473

*** Please call to schedule your Heating & Cooling Equipment Annual Cleaning / Maintenance / Filter Change ***
- Maintenance & Cleanings should be done Every Year -

Description:	Amount:
Built out entire second floor for city of Biddeford warming center for unhoused, per spreadsheet attached with ADA ramps, bathrooms, new HVAC, fire system alarms, smokes, insulation new ceilings, flooring paint, prepared, installed new kitchen hood system, built temp kitchen to allow neighbors to be fed, new hot water system, new fresh air systems and ventilation, new windows on one side, new roof entire building up to date cost. Vassie, please forward to city as they had promised the funding for this project and have not come through with anything, i am carrying a lot for them, making them look good having warming center open in time for bad weather. thanks Jim	655,694.55

Please note your invoice number when making payment.

REMIT PAYMENT TO:
Jim Godbout Plumbing & Heating, Inc.
PO Box 365 Biddeford, ME 04005

PAYMENT OPTIONS:

Credit Card: Online at www.jimgodbout.com
Checking EFT: Call the office or receive email invoices

Subtotal:	\$655,694.55
Sales Tax: (5.5%)	\$0.00
Payments:	\$0.00
Total:	\$655,694.55

Seeds of Hope "Phase I"

30 South st. Biddeford Maine remodel first floor kitchen, and second floor temp housing

Activity	Actual to Date	Notes	In-Kind
Dumpster disposal Maine Waste	\$7,753.20		
Plumbing , HVAC, electrical	\$500.00		
Portable toilet	\$340.00		
Excavation tree removal		in kind Jim Godbout	\$3,500.00
Concrete cutting, and demo work	\$2,800.00	in kind jim	\$5,200.00
Concrete work	\$1,680.00		
Dust protection, temp walls	\$2,230.00		
Rough framing materials cost,	\$38,494.63	Deering lumber extra discounts 10% average	\$3,840.00
Framing labor- demo work rot replacement Eider Investments Inc.	\$73,896.23	Eider construction discount	\$8,500.00
Framing misc., materials	\$11,092.20	Deering lumber extra discounts 10% average	\$1,110.00
Steel beams, lallys, LVLs	\$7,950.00		
Handicap ramp build PT	\$21,563.33		
Handicap ramp railings custom	\$12,500.00	in kind jim	\$2,500.00
Plywood walls roof, floor	\$12,120.36		
2nd floor windows (9)	\$5,961.20		
Roofing	\$25,550.00	BRC roofing in kind	\$5,000.00
Rubber roofing, flashing, shingle work, curbs installed	\$22,500.00		
New door plus Handicap entrance 36x80 with crash bar	\$6,340.00		
Door install labor	\$530.00		
Door hardware, locksmith work	\$1,262.11		
Insulation exisiting walls	\$8,230.00		
Rock wool insulation fire proof	\$3,525.00		
Roof system spray foamed Anderson Insulation Inc.	\$38,195.00	Anderson in kind	\$4,000.00
Plumbing rough materials	\$5,910.00		
Plumbing finish materials	\$5,400.00		
Labor and misc.	\$24,300.00	in kind jim	\$6,800.00
Floor sinks, mop sink, washer connections	\$872.00		
Heat pumps & ventilation for second floor	\$49,640.00		
HVAC labor	\$18,200.00	in kind jim	\$12,500.00
Duct work, fresh air make up hoods	\$8,000.00		
Kitchen Hoods install welding, insulation	\$4,500.00	in kind jim	\$4,500.00
Refrigeration work, walk ins and mini splits	\$14,900.00	in kind jim	\$4,000.00
Electrical - Don Gagnon, Chad Guay, Dave Dutremble	\$30,000.00	Don gagnon in kind	\$4,000.00
Fire safety equipment compliance Maine state security	\$8,450.00		
Security alarm system, hood monitoring Maine State Security	\$2,355.00		
Stairs exterior materials	\$4,941.30		
Handicap rails and ramp system	\$2,000.00	in kind jim	\$1,500.00
Drywall materials	\$6,988.25		
Drywall - Parent Drywall	\$19,460.00		
Trim Carpentry	\$33,928.06		
Trim materials pine, fir	\$3,914.56		
Paint exterior Biddeford Painting		in kind kim	\$2,000.00
Casing Trim, stools, doors	\$23,681.40		
Acoustic ceilings second floor	\$10,350.00	in kind Aceto	\$3,000.00
Crane to set equipment on roof		jim In kind	\$1,500.00
Steel and metal work	\$3,600.00		
Flooring second floor LVP Quality Flooring	\$15,144.56	in kind Quality Flooring	\$2,500.00
Hood fans, curbs of materials Captiveaire	\$34,350.31		
Piping for hoods captiveaire	\$6,800.00	in kind jim	\$1,500.00
Fire extinguishers per code	\$509.60		
Kitchen equipment, Hoods, refrigeration, dishwasher, sinks	\$2,420.33	new fridge, repaired donated one	
Deliver new fridge set up rigging		in kind jim	\$3,500.00
Painting Biddeford Painting		In Kind Kim	\$15,000.00
Paint donated Sherwin Williams		Paint donatred Sherwin williams	\$4,000.00
Rough Hardware, Misc.	\$598.35		
General contracting cost		In Kind Jim entire project	
Bank interest on LOC 8.75% updated 10-21-24	\$9,714.57		
Total	\$655,941.55		\$99,950.00

Seeds of Hope "Phase II"

30 South st. Biddeford Maine remodel first floor kitchen, and second floor temp housing

Activity	Est. Cost	Notes	In-Kind
Architectural drawings			
Printing	\$750.00		
Building Permits	\$0.00		
State Fire Marshall hood permit	\$1,500.00		
Plumbing , HVAC, electrical	\$13,000.00		
Sewer impact fees	\$0.00		
Fire sprinkler design engineering	\$5,500.00		
Fire service tap water main cost 4" service, test, sample, inspection	\$45,000.00		
Fire protection system sprinkler entire building NFPA 13	\$95,000.00		
Flow test for engineering	\$750.00		
Flooring	\$20,000.00		
Temp kitchen breakdown	\$3,500.00		
Brick work sealing	\$16,000.00		
Concrete floor for plumbing	\$9,500.00		
Demo rough framing/ Egress	\$60,000.00		
Interior Stair details/railings	\$10,000.00		
Dust protection, temp walls	\$5,270.00		
2nd floor windows (9)	\$30,000.00		
Nails, misc, fastening	\$2,500.00		
Hand sinks with side splash	\$1,800.00		
Heat, DHW, & A/C materials misc	\$1,200.00		
Kitchen Hoods install welding, insulation	\$11,100.00		
Electrical -	\$45,000.00		
Light fixture allowance	\$10,000.00		
Demand controls for vent hoods - Captiveaire	\$2,200.00		
Cameras	\$5,000.00		
Exterior Door/ misc exterior common area	\$10,000.00		
Handicap rails and ramp system	\$2,000.00		
Interior Paint	\$10,000.00		
Truss core materials for kitchen & wet areas Deering Lumber	\$16,800.00		
Labor and misc., to install truss core	\$7,800.00		
Screws for truss core	\$4,500.00		
Casing Trim, stools, doors	\$37,518.60		
Acoustic Ceilings fireproof kitchen area Aceto Ceilings	\$3,500.00		
Steel and metal work	\$1,400.00		
Captive aire balancing settting up hood system controls	\$2,500.00		
Kitchen equipment, Hoods, refrigeration, dishwasher, sinks	\$37,580.00		
Rough Hardware, Misc.	\$2,901.65		
Paving repairs	\$5,200.00		
contingency	\$50,000.00		
General contracting cost		In Kind Jim entire project	
Total	\$586,270.25		

Estimated Total Budget\$1,242,211.80



Finance Committee

Meeting Date: November 19, 2024

Meeting Time: 5:00 PM

Agenda Item No: 4.c

Item Description: Authorization/Execute a contract for Architectural services for phase 2 SEEDS

Submitted By: Roby Fecteau

Supporting Information/Documentation:

SOH Terms & Conditions - Google Docs

Key Terms:

Executive Summary:

Staff is seeking authorization to enter into a sole source contract with Mobile Studio Design to perform architectural services for the Phase II portion of the Seeds of Hope project not to exceed \$9,100.00.

Detailed Review:

Mobile Studio Design originally donated concept designs for a future project at Seeds of Hope. This design work also incorporated a current as built of the existing conditions. To properly bid, a Phase II project will require an architectural design that will include the current and future needs of the existing space. Staff is recommending a sole source contract with Mobile Studio Design because of their historical knowledge and design work they have already completed.

Funding Source:

Not to exceed \$9,100.00. This section will be updated prior to meeting to reflect the source of the funding.

Update 11/19/24 - The funding source for this project is proposed to be absorbed in the FY25 budget.

Staff Recommendation:

Staff recommends approval of the sole source contract because the costs are reduced by

already in kind work that has occurred in previous work that this firm has done. A new firm would need to start from scratch and that increases the cost.

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ARCHITECTURAL CONTRACT TERMS AND CONDITIONS

1. GENERAL

This agreement refers to the Proposal for Architectural Services and Contract Terms and Conditions. The person or entity engaging the services of Mobile Studio Design shall be referred to as the "Client". The Mobile Studio Design team providing these architectural services shall be referred to as the "Architect".

2. COMPENSATION

Design Fees

The Proposal outlines the design phases and anticipated fee range for the Architectural Scope of Work.

Hourly Rates

All Architectural time is billed hourly. Architectural Fees for this Scope of Work and Additional Services are as follows:

Principal Architect:	\$150/ hr
Project Architect:	\$135/ hr
Lead Designer:	\$125/ hr
Designer 1:	\$115/ hr
Designer 2:	\$95/ hr
Measure & Doc.:	\$95/ hr
Clerical/ Admin:	\$65/ hr
Travel:	\$65/ hr

The hourly rate shall be honored for one (1) year from the Proposal date and the rate will increase by \$5/ hour each subsequent year.

Payment Terms

Invoices shall be submitted once per month for the services performed during the previous month. Payment is due within fifteen (15) days from the date the invoice is received. Outstanding balances past thirty (30) days will incur interest at a rate of 1.0% per month. Failure to make payments shall be considered substantial non-conformance with the Agreement and is sufficient cause to withhold design documents or suspend services/terminate the agreement. A fee of \$30 will be due for any returned checks for non-sufficient funds.

Contract Deposit

A deposit of approximately 5-10% of the total design fee will be requested to secure placement within the MSD's design schedule. This credit will be applied toward the final invoice specific to this Scope of Work. **None requested on non-profit projects.**

3. ADDITIONAL SERVICES

Consultants/ Engineering

Engineering Services differ from project to project but most often include Structural Engineering. Other engineers or consultants may be required such as Civil (grading, site work), HVAC, electrical, plumbing, septic design, solar or green energy design, fire suppression, environmental analysis, or surveying. Engineering services are not included in the Architectural Scope of Work unless otherwise noted.

All Engineering and other Consultant work (such as Landscape Designers and external Interior Designers) shall be invoiced with a standard mark-up of 10%. It is difficult to evaluate the structural complexity of the project until the initial massing and conceptual ideas have started to take shape; therefore it can be difficult to ballpark prior to schematic design. All consultants are asked to prepare a proposal for the requested Scope of Work. An estimate for this work, including projected architectural coordination time, shall be submitted for Client approval prior to the commencement of any consultant work.

Mobile Studio Design, Inc.
128 Maine Street, Unit 201
Biddeford, Maine 04005
207.494.81.02

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Master Planning

The Architect may assist with the preparation of a long-term master plan for the property, often in collaboration with a Landscape Architect, and will be considered Additional Services.

Interior Design Services

The selection of flooring, plumbing fixtures and fittings, light fixtures, cabinetry, tile, and stone slabs ARE included within the standard Construction Documents design phase. MSD is available to provide assistance in selecting furniture, paint colors, carpets, accessories, artwork, and window treatments upon request. These Interior Design Services are considered Additional Services.

Extensive Rendering packages

Several exterior & interior 3D renderings are included within the start design phases. Extensive 3d interior or exterior renderings may be completed upon request for external presentations, financing packages or other external submissions for required approvals.

Coordination of Client-furnished Consultants or Client's Work

Any coordination of work by the client or consultant hired by the client such as a kitchen or cabinetry designer, interior designer, lighting designer, structural engineer, mechanical engineer, audio/visual consultant, landscape architect, etc. will be considered Additional Services.

Architectural Fees for Additional Services shall be billed at the same hourly rates listed in Section 2: Compensation.

4. REIMBURSABLE EXPENSES

Reimbursable expenses shall include, but not be limited to:

Outside-of-office bulk printing costs for drawings, specifications, submissions, etc.

Reproduction costs

Postage and packaging

Requested material samples

Any pre-permitting application or submission fees paid by MSD

Travel: Automobile mileage shall be billed in accordance with the current 2024 IRS mileage rate of 65.5 cents per mile for business purposes. Any parking expenses and tolls shall be billed at cost.

All reimbursables shall be billed at cost, with the exception of items specifically listed below:

Large-scale 24" x 36" sheets for distribution outside of the office will be printed at a rate of \$4 per sheet

Engineering and other Consultant fees plus 10%

5. PROMOTIONAL AUTHORIZATION

The Client authorizes the Architect to photograph the project upon completion of construction for portfolio and marketing purposes. Client name and location can be excluded as desired. The Client authorizes an 18-24" Mobile Studio Design site sign near the end of the driveway from the time of construction contract signature through project completion.

6. OWNERSHIP OF DOCUMENTS

All documents prepared or furnished by Mobile Studio Design pursuant to this Agreement are instruments of service and the Architect shall retain an ownership and property interest therein.

The Architect grants the Client an exclusive license to use the Architectural documents for the sole use of the project at the specific project location. Reuse or modification of any documents of these instruments of service, without prior approval by the Architect, shall be at the Client's risk. The Client agrees to indemnify and hold the Architect harmless from all damages, claims, and expenses, including legal fees, arising from this document reuse or modification.

The Architect shall retain all common law, statutory, intellectual property rights, and copyrights for this work. All ideas, development, and documents may not be disclosed for reuse or to third parties, except by mutual agreement in writing.

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7. STANDARD OF PRACTICE

Services performed by the Architect under this Agreement shall be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the profession practicing in the same locality under similar conditions.

8. LIMITATION OF LIABILITY

If an Engineer or other Consultant has been hired by the Architect, and it has been deemed that such Consultant has made an error or omission, the client shall seek legal remedy from the Consultant directly, without participation by the Architect.

In no event shall the total aggregate liability arising from professional acts, errors, or omissions exceed the total fee for services rendered on the project.

9. MISCELLANEOUS PROVISIONS

Re-design based on budget limitations

If required, due to final pricing, the Architect reserves the right to revise drawings and specifications to reflect necessary changes of scope and/or finish materials. Significant changes to design will be considered Additional Services.

Termination

Either Mobile Studio Design or the Client may terminate this Agreement for any reason, having given 7 days' notice, should the other party substantially fail to perform in accordance with the terms of this Agreement. In the event of termination, suspension, or abandonment of the project, Mobile Studio Design and any consultants under contract shall be equitably compensated for services provided to date. All deliverables that have been compensated for will be released at this time.

Enforcement

In the event Mobile Studio Design must commence legal action against Client to enforce this agreement (including the proposal, terms and conditions, and agreement for professional services), Mobile Studio Design shall be entitled to an award of its attorney fees and court costs in addition to all other monetary damages and injunctive relief to which it may be entitled.

Mediation

In an effort to resolve any conflicts that arise during the design or construction of the project or following completion of the project, the Client and Mobile Studio Design agree that all disputes arising out of this Agreement shall be submitted to mediation within 90 days of discovery unless the parties mutually agree otherwise. Both parties shall share all costs of the mediation equally.

Services Outside of Contract

Requests for work called out as hourly or otherwise not described will be billed at a rate of the assigned hourly rate. Estimates for outside services will be submitted to the Client for approval prior to commencement of work.