



**City of Biddeford
Finance Committee**

March 18, 2025 at 5:00 PM
City Hall Council Chambers & Zoom

[Click to Join Zoom Meeting Online](#)

Or call in by phone: +1 312 626 6799

Meeting ID: 981 7427 6606

Passcode: 267245

1. Call to Order
2. Approval of Minutes
3. Signing of the Expenditure Warrant
4. Discussion/Approval
 - 4.a Approval / Reconstruction Gil Boucher Park Bath House
 - 4.b Approval / Engagement Agreement Extension for BerryDunn - FY24 Audit Work
 - 4.c Approval / River Wall Repair Project at Riverwalk Overlook (FEMA)
 - 4.d Public works Garage Lift
5. Other Business
6. Adjourn



Finance Committee

Meeting Date: March 18, 2025
Meeting Time: 5:00 PM
Agenda Item No: 4.a
Item Description: Approval / Reconstruction Gil Boucher Park Bath House
Submitted By: Lisa Thompson, Recreation Director

Supporting Information/Documentation:

Petit Excavation Bath House Bid 2025, 20250318 Bathhouse Project Financials - REFERENCE,
Petit Biddeford Bathhouse Design - PLAN DRAWING

Key Terms:

N/A

Executive Summary:

To approve the bid from Petit Excavation in the amount of \$222,487.00 for the construction of a new bathhouse at Gilber Boucher Park.

Detailed Review:

Gilbert Boucher Bath house was destroyed in a storm in January 2024. The parking lot also received substantial damage. Funds were approved at the June 18, 2024, council meeting for the construction of the bathhouse and reconstruction of the parking lot in the amount of \$352,450.00. Projected costs were \$329,750 and actual costs are \$385,194.00.

This is the third occasion that this item has gone out to bid. The first two RFPs resulted in bids that were too expensive or not the correct design. This latest bid from Petit Excavation meets all the needs addressed in the bid requirements. The attached design will be a 24 x 24 structure and have the following adjustments: 2 ADA bathrooms, 2 regular bathrooms, one outdoor shower/ footwash area, and 2 interior sinks in the lifeguard/ triage area; one for first aid and one for custodial needs. The vendor has confirmed that these changes, though not reflected in the design submitted, will be added at no additional charge.

The bid also contained alternate pricing options for the following. None of these additions or deductions are included in this request.

Solar Array Package-including 12 modules, inverter and all wiring and controls for interconnection- add \$11,500.

Provide and install two ceiling farms for general ventilation: add \$1800.00

Provide and install wooden surround slat walls to enclose outdoor shower areas: - add \$3200

Provide a deduct to delete the 3 upper exterior wall windows : - deduct \$1900

Provide and install an electric heat pump hot water heater in lieu of a standard heater included in the base bid: - add \$1700.00

Change the exterior window color to black in lieu of the standard white included in the base bid : -add \$200 per window

Funding Source:

Please see attachment showing detailed project funding sources.

Staff Recommendation:

Staff are recommending to accept the bid as presented by Petit Excavation at \$222,487.00 with no additions/ deductions stated above for construction of the new bath house.

ATTACHMENT 1

COVER LETTER for the BID PACKAGE for the City of Biddeford: Bath House / Lifeguard Station

Bid Date: March 3, 2025

To: Lisa Thompson, Recreation Director
City of Biddeford
P.O. Box 586
Biddeford, Maine

Bidder: Petit Excavation, 20 Forrest Street, Biddeford, Maine 04005

Dear Lisa:

Attached please find 2 copies of the following:

1. Bid - Contract
2. Affidavit of non-collusion
3. Attachment 1: Cover letter
4. Attachment 2: Outline of Construction Specifications
5. Preliminary plans
6. Copy of proof of Insurance

Bid Notes

1. The bidder has insurances that meet the requirements outlined in the RFP
2. The bidder has included the cost of posting either a performance bond or payment bond
3. The bidder acknowledges that the bid is valid through July 1, 2025
4. The bidder has reviewed and accepts the additional terms stated in the RFP
5. The cost of subgrade unforeseeable conditions (ie ledge removal or unsuitable materials) is not included

Alternate Pricing

1. Provide and install a solar array package including 12 modules, inverter and all wiring and controls for interconnection: **Add \$11,500.00**

2. Provide and install two variable speed ceiling fans for general ventilation: **Add \$1800.00**
3. Provide and install wooden surround slat walls to semi enclose the 2 outdoor showers:
Add \$ 3200.00
4. Provide a deduct to delete the 3 upper exterior wall windows: **Deduct \$1900.00**
5. Provide and install an electric heat pump hot water heater in lieu of a standard heater included in the base bid: **Add \$1700.00**
6. Change the exterior window color to black in lieu of standard white included in the base bid: **Add \$200.00 per window**

Bid Evaluation Notes

1. Price
2. Quality: The bidder acknowledges that the Bath House location is next to the open ocean, and susceptible to high winds and salt conditions. The bidder has included an engineered fastener and hold down budget for this geographic location. The bidder has also specified siding, and exterior materials, designed for the geographic location.
3. References: readily available upon request
4. Energy Efficiency: The bidder has specified high efficiency LED lighting for the project. If the city accepts alternates #1 and #5 above , then the facility will be essentially energy independent.
5. Longevity/maintenance requirements: The proposed exterior siding package is a cement panel system and is highly durable. High quality paint selections are designed for the bath house's seaside location. The interior wall board is designed for moisture resistance and high impact resistance.
6. Schedule: We acknowledge that the proposed completion schedule is going to be a challenge. Spring road closures and bad weather may contribute to this challenge.

ATTACHMENT 2

Outline of Building Specifications

General Conditions

1. Provide all management, admin, supervision, labor and material to complete the proposed scope of work
2. Included is the cost of a performance bond or payment bond
3. The cost of a building, plumbing and electrical permit is NOT included
4. Included is an allowance of \$5000.00 to complete the architectural plan set, ready for permitting
5. Included is an allowance of \$3000.00 structural engineer services to specify the required hurricane fastener systems
6. Construction debris removal is included

Site Work

1. Excavate and backfill for footings and frost walls
2. Provide and install gravels and compactions for 2 slab areas
3. Finish grade all exterior areas with structural gravels and sand toppings as required
4. Provide and install 4 pre cast landings at each exterior door
5. Provide and install water connection to the newly located meter pit
6. Provide and install the 4" sewer connection to the city's sewer connection

Concrete

1. Provide and install a continuous concrete footing (12" x 28" x L) under the building exterior walls
2. Provide and install 8" thick cast in place walls under the building area exterior walls

3. Vertical and horizontal steel reinforcing bars are included in the footings and frost walls
4. Wall and footing concrete shall be ¾" stone, 3000 psi mix
5. Provide and install an interior slab on grade, to be 5", 3500 psi, ¾" stone, with fiber mesh in mix reinforcement.
6. Provide and install an exterior slab on grade (patio) to be 6", 3500 psi, ¾" stone, with fiber mesh reinforcement. This slab will include a 36" wide x 24" thick haunch on 3 sides

Rough Carpentry

1. Provide and install a framed shell to per the general plan, to include 2x6 exterior wall framing, 2x12 rafter system, 2x4 interior wall framing to a height of 8', and zip roof and exterior wall sheathing
2. Fasteners, blocking and miscellaneous tie in framing is included
3. Included is an allowance of \$2000.00 to supply and install hurricane clips, hold downs and other fastening systems that the structural engineer may require. Please note that an allowance is an estimated placeholder budget, that may vary.
4. Strapping is included as required

Finish Carpentry

1. Provide and install 1 x 4 door and window trim
2. Provide and install pvc baseboard for moisture resistance

Moisture / Thermal

1. Provide and install an EPDM rubber roof system to include ½" insulation board, .060 fully adhered rubber, black metal edge flashing and all required miscellaneous fasteners, adhesives and flashings. Included is a 15 year product warranty from the manufacturer

Windows and Doors

1. Provide and install windows per plan, to be Kohltech " Supreme" (or a comparable equal if requested by the owner)

2. Provide and install heavy duty commercial grade fiberglass exterior doors with upper passive window, by Masonite (or a comparable equal if requested by the owner)
3. Door hardware to be Schlage dead bolt and key knob. All keys will be tied to one master system

Finishes

1. Pre stain all roof framing, sheathing and columns to be exposed to public view. Touch up all exposed areas to present a quality finished product
2. Provide and install painting to all interior wall boards and trims
3. Provide and install a heavy duty 2 coat exterior paint to all doors
4. Provide and install $\frac{5}{8}$ " moisture resistant high impact drywall on all interior walls to a height of 8'-0" AFF, taped and sanded, ready for paint.
5. Paint all exposed PVC venting black
6. Provide and install exterior painting per the manufacturer's specifications

Specialties

1. Toilet accessories are included
2. Two fire extinguishers are included

Plumbing

1. Provide an underground sanitary system to accommodate the proposed bathrooms per the plan
2. Provide PVC venting as required
3. Plumbing fixtures include: Bradford white 60 gallon hot water heater, Gerber elongated toilets, American Standard "Lucerne" wall mounted sinks, American Standard "Monterrey" commercial faucets, Symmons "Origins" shower valves
4. An exterior spigot is included
5. A slop sink to be located in the lifeguard room is not shown on the plan, but it is included

BID – CONTRACT

PROJECT IDENTIFICATION: City of Biddeford Bath House / Lifeguard Station

THIS BID SUBMITTED TO: City of Biddeford, Maine

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an Agreement with OWNER in the form included in the Contract Documents, to complete all work as specified or indicated in the Contract Documents for the Contract Price, and within the Contract Time indicated in this Bid and in accordance with the Contract Documents.
2. BIDDER accepts all of the terms and conditions of the RFP's, including without limitations those dealing with the disposition of performance and payment bonds. This Bid will remain open for a minimum of four months after the Bid opening. BIDDER will sign the Agreement and submit the contract security and other documents required by the contract Documents no later than fifteen (15) days after the date of OWNER'S Notice of Award.
3. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that

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

Date

NA

Number

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

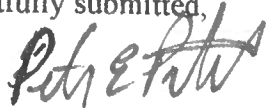
(b) BIDDER has examined the site and locality where the work is to be performed, the legal requirements (federal, state, and local laws, ordinances, rules, and regulations) and the conditions affecting cost, progress, or performance of the work and has made such independent investigation as BIDDER deems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

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

4. BIDDER agrees that the work will be completed by May 15, 2025.

Respectfully submitted,

By:



Name and Title PETER PETIT, OWNER

For: PETIT EXCAVATION

(Seal if by a Corporation)

Address: 20 FORREST STREET
BIDDEFORD, ME
04005

OUTLINE OF WORK

- Design build of a 24 X 24 structure for restrooms, lifeguard triage and storage.
- Removal of any waste incorporated by installation of new equipment.
- Five (5) Year warranty on materials and workmanship.
- Provide a complete and operable product to the satisfaction of the owner.

BID FORM and PROJECT SUMMARY- City of Biddeford

We herewith submit our bid in accordance with the requirements and specifications herein acknowledged as follows:

- i. We carry general liability (including products liability) insurance, which is in force and shall remain in force during the term of this contract.
- ii. We carry worker's compensation insurance, which is in force and shall remain in force during the term of this contract.
- iii. We agree to comply with the general specifications listed in the RFP.
- iv. We acknowledge having the opportunity to inspect each installation and confirm that site conditions are reflected in the bid submittal.

Company Name: PETIT EXCAVATING

Company Address: 20 FORREST STREET, BIDDEFORD

Company Telephone: 207-252-4770

Authorized Representative's Name: PETER PETIT

Authorized Representative's Signature: 

Representative's Email: egj@maine.cc.com

PROJECT SUMMARY: See "ATTACHMENT 2"

Bid No. 1

Total Project Cost \$222,487.00

Bid No. 2

Total Project Cost See "ATTACHMENT 1 - ALTERNATE PRICING"

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

I swear (or affirm) under the penalty of perjury

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

Responder is Firm Name: Peter Petit Landscaping
Authorized Signature: [Signature]
Date: 2-27-25

Subscribed and sworn to me this 27th day of February, 2025

Notary Public: Robert H. Begin

My commission expires: **ROBERT H. BEGIN
NOTARY PUBLIC, MAINE
MY COMMISSION EXPIRES SEPTEMBER 13, 2024**

Updated 3.18.25 Projected Costs Estimates Bath house Project¹

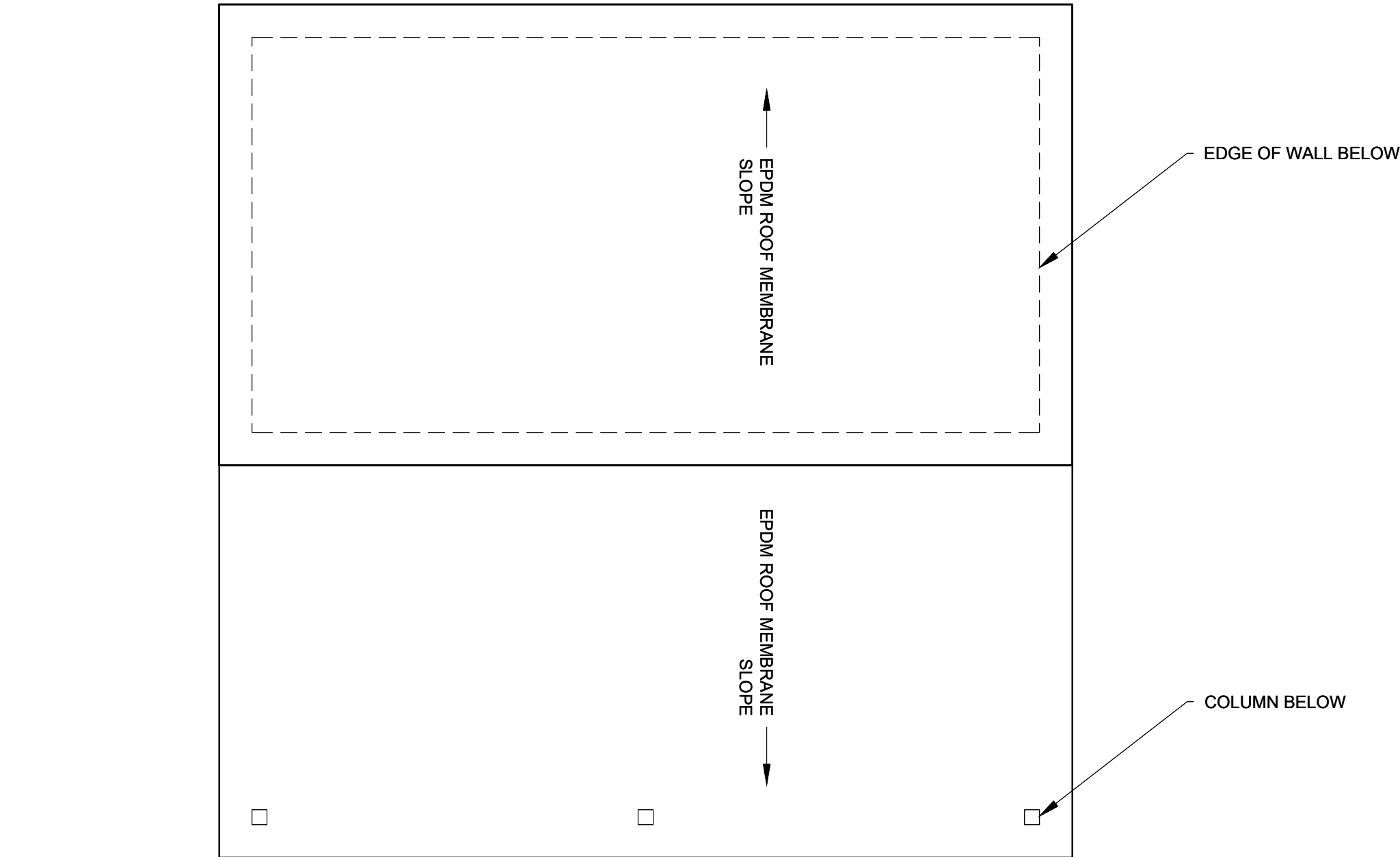
Bathhouse:	Projected Costs	Actual Costs	In-Kind
Bathhouse design/ build 28 X 32 structure ²	\$ 130,000.00	\$222,487.00	
CMP new pole	\$ 1,200.00	\$1,200.00	
Pump Station / forced main to Mile Stretch Rd.	\$ 165,000.00	\$145,957.00	
Electricity	\$ 2,500.00	\$0.00	
Water and Sewer connect	\$ -	\$4,500.00	
Total Bath house	\$ 298,700.00	\$374,144.00	
Parking lot:			
Gravel:	\$6,000.00	\$6,000.00	
Reclaim	\$15,000.00	\$0.00	In kind
Bumpers:	\$2,550.00	\$2,550.00	
Striping:	\$5,000.00	\$0.00	In kind
Signage:	\$2,500.00	\$2,500.00	
Total Parking lot	\$31,050.00	\$11,050.00	
Total Cost	\$ 329,750.00	\$385,194.00	
Budget Shortfall		(\$55,444.00)	

¹Original budget authorization 2024.104

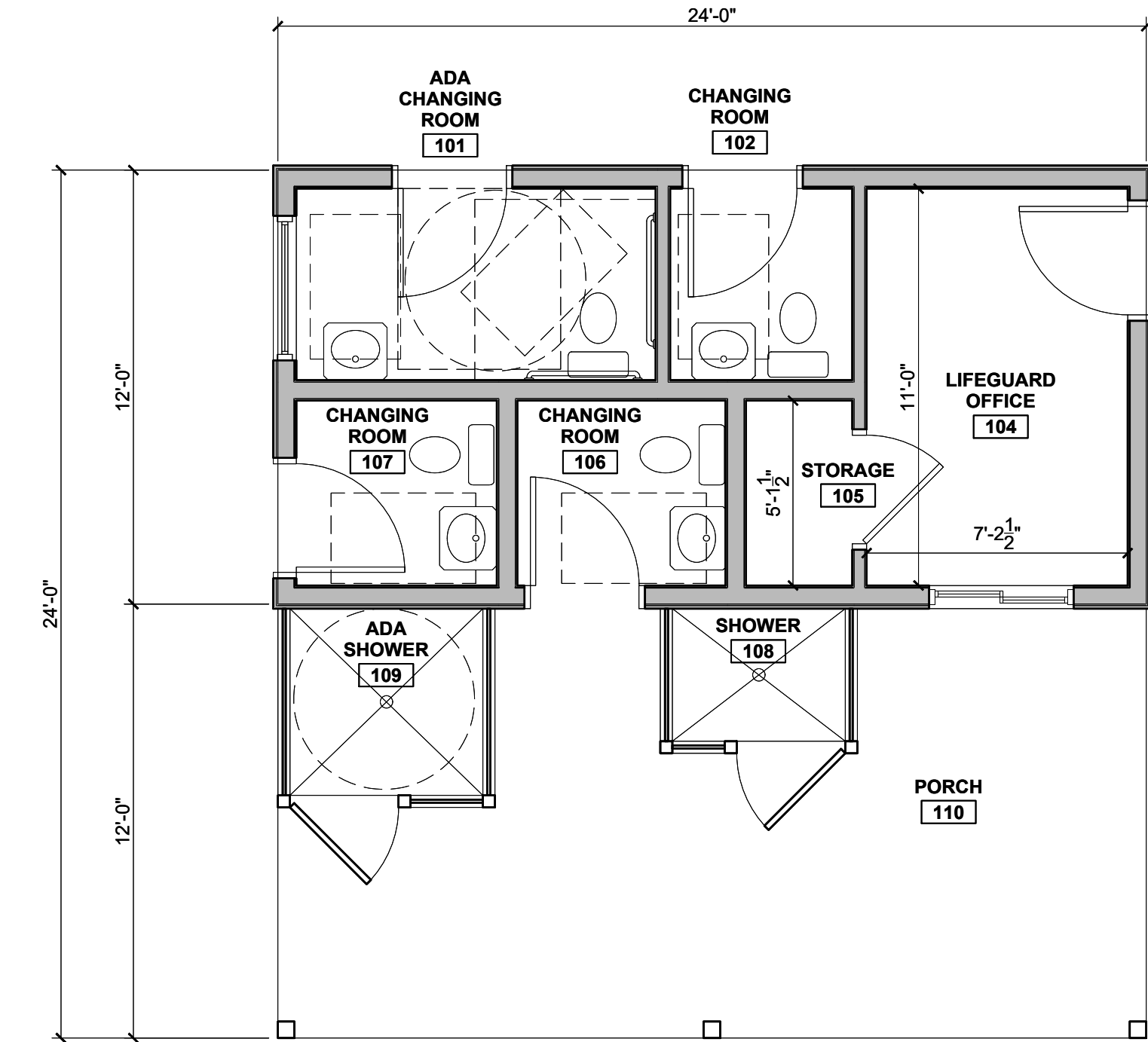
²Final design dimensions 24 x 24

Bathhouse Project Funding Sources

Funding		Desc - FY25 CIP, Order 2024.118
\$	185,000.00	CIP - Bathhouse
\$	26,172.78	Insurance Proceeds (balance)
\$	5,638.00	CIP - FD Lifepack (under budget)
\$	12,002.00	CIP - FD HVAC Duct Work Cleaning (under budget)
\$	27,215.00	CIP - PD Watchguard Body Camera (under budget)
\$	33,701.92	CIP - DPW Sidewalk Repair (repurpose)
\$	14,635.00	CIP - DPW Road Widener (under budget)
\$	(4,170.70)	CIP - DPW Fire Alarm (Over)
\$	85,000.00	CIP - Vehicle (FD Chassis, FY26)
\$	385,194.00	Total Funding Sources



2 ROOF PLAN
1/4" = 1'-0"



1 FLOOR PLAN
1/4" = 1'-0"

© 2025 RYAN SENATORE
ARCHITECTURE

BATH HOUSE
BIDDEFORD POOL
BIDDEFORD, MAINE



RYAN SENATORE
ARCHITECTURE
500 CONGRESS STREET, SUITE 2
PORTLAND, MAINE 04101
O: 207-747-5159
C: 207-650-6414
senatorearchitecture.com

CONSULTANTS:

REVISION

PROGRESS PRINT ONLY
Not for Construction
01/22/25

DATE:

PROJECT No. 2505

DRAWN BY: RJS

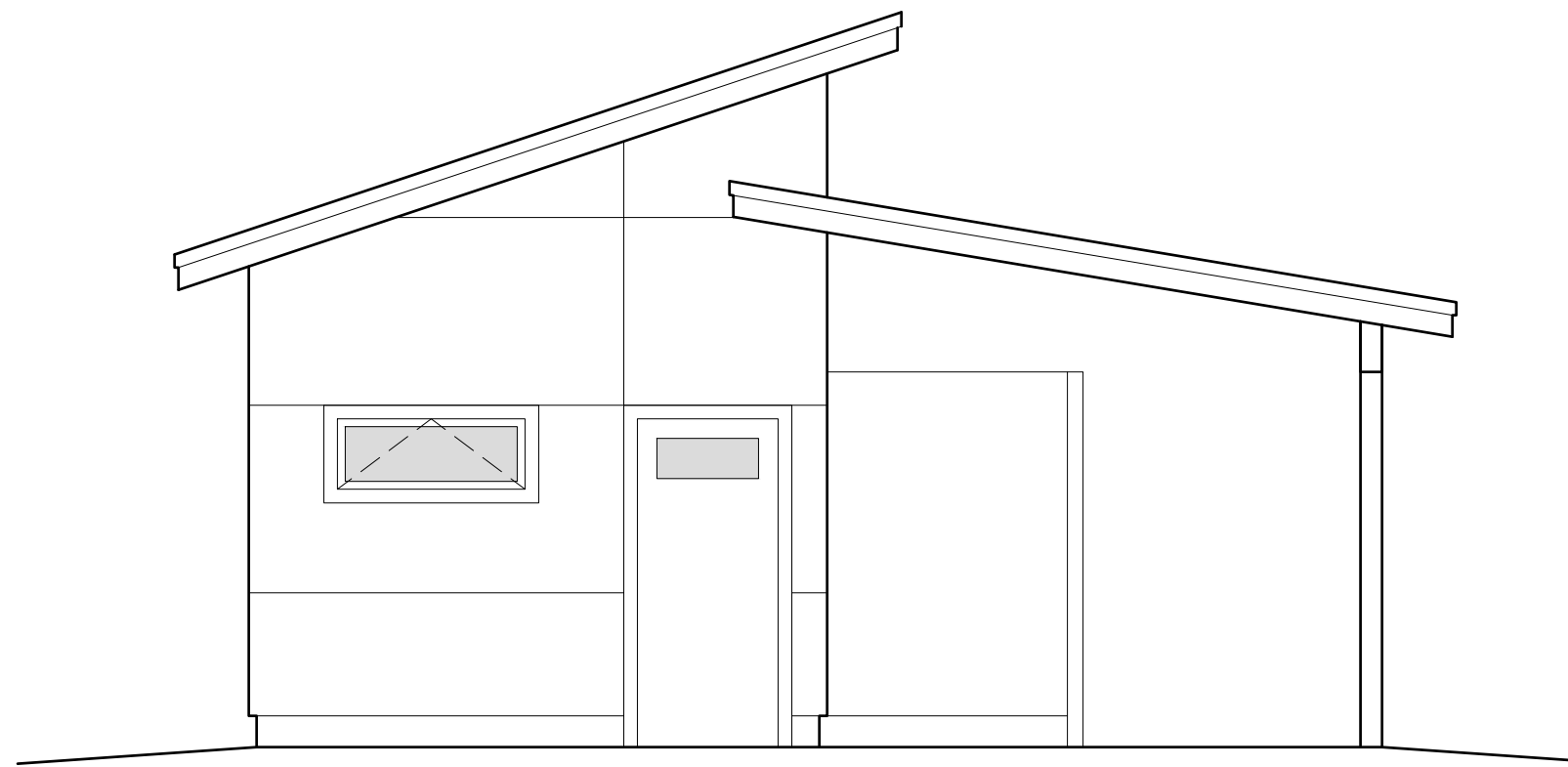
CHECKED BY: RJS

SCALE: AS NOTED

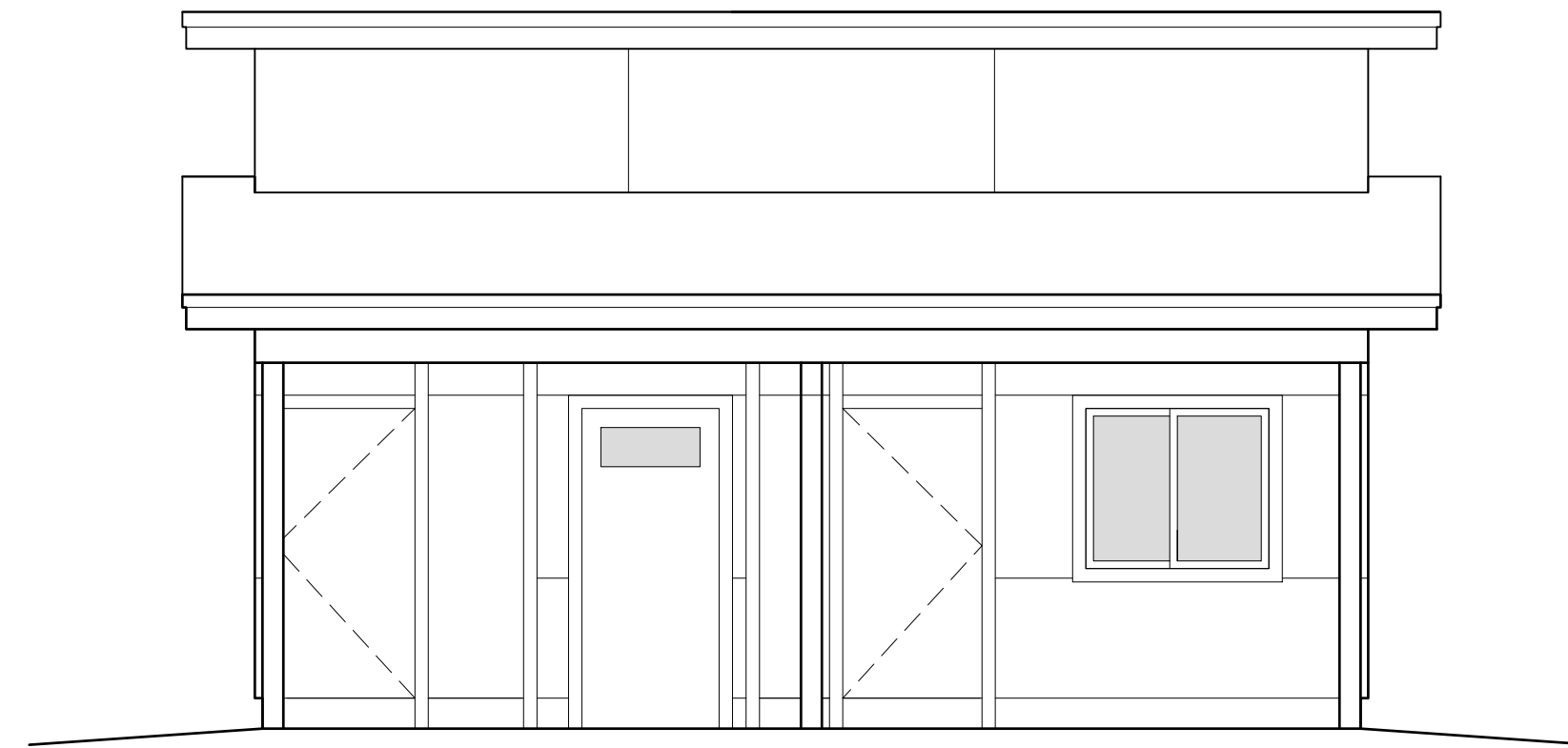
SHEET TITLE:

FLOOR AND
ROOF PLANS

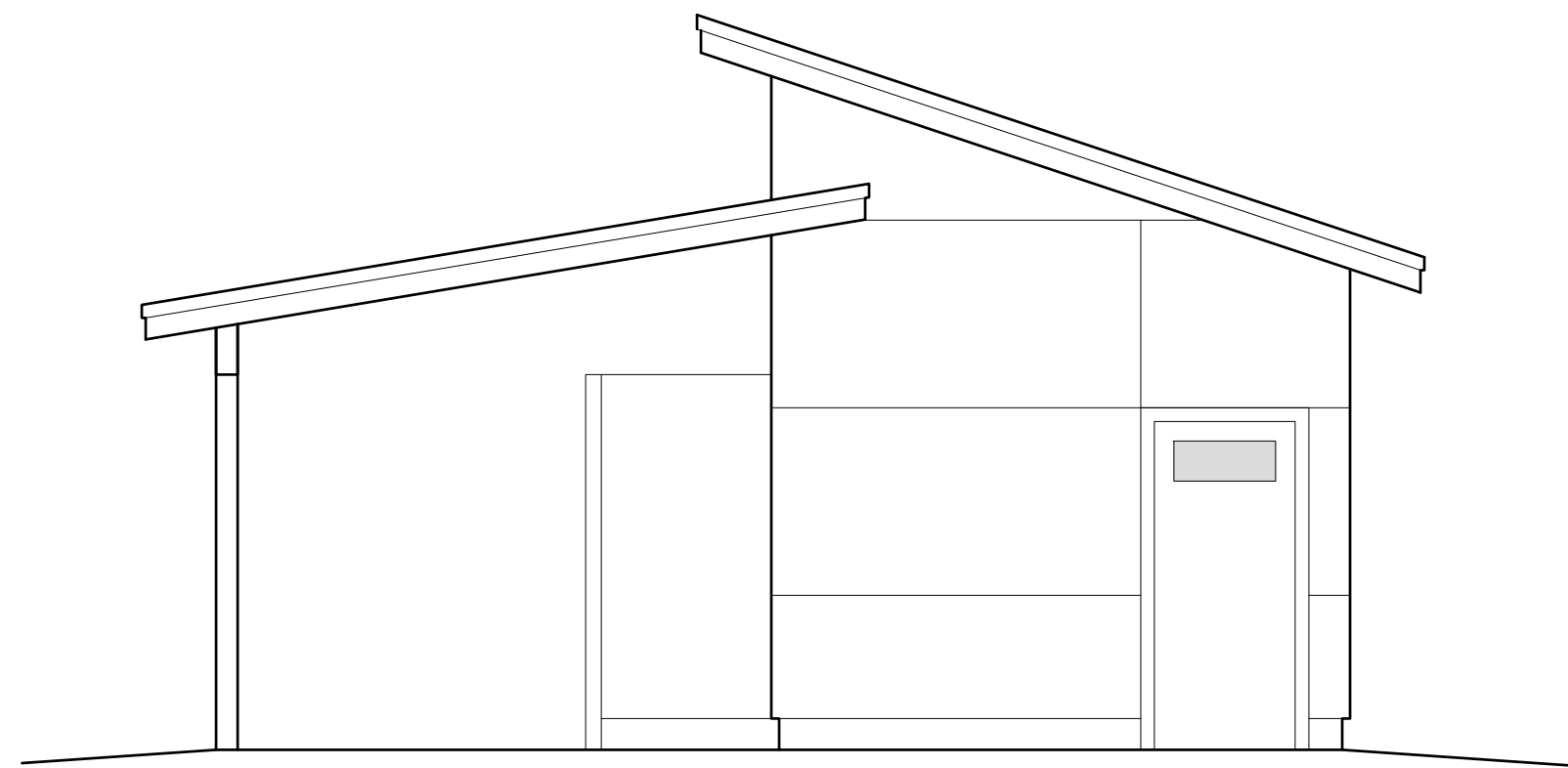
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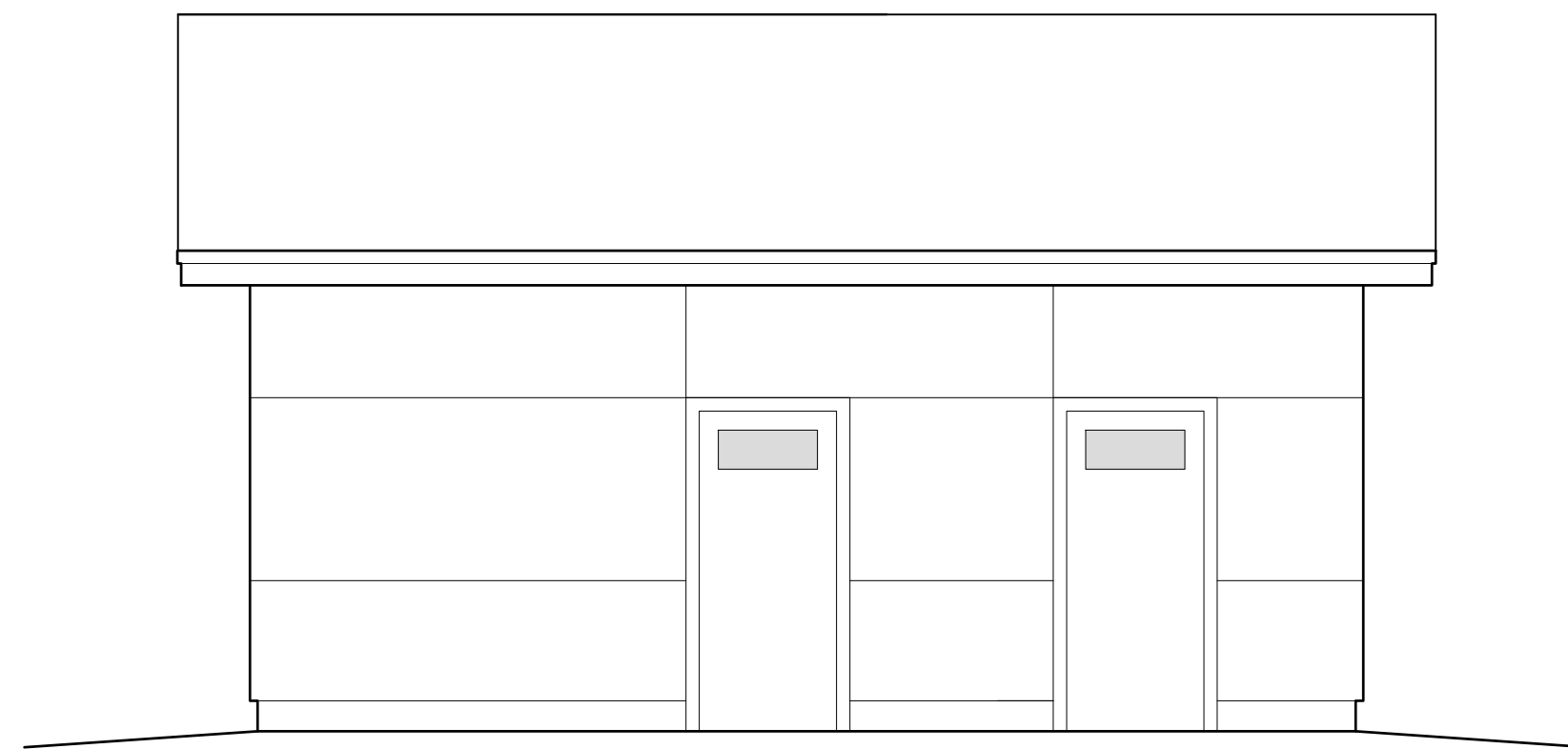
4 WEST ELEVATION
1/4" = 1'-0"



3 SOUTH ELEVATION
1/4" = 1'-0"



2 EAST ELEVATION
1/4" = 1'-0"



1 NORTH ELEVATION
1/4" = 1'-0"

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ARCHITECTURE

BATH HOUSE
BIDDEFORD POOL
BIDDEFORD, MAINE



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senatorearchitecture.com

CONSULTANTS:

REVISION

DATE:

PROJECT No. 2505

DRAWN BY: RJS

CHECKED BY: RJS

SCALE: AS NOTED

SHEET TITLE:
ELEVATIONS

A2-0

PROGRESS PRINT ONLY
Not for Construction
01/23/25



Finance Committee

Meeting Date: March 18, 2025

Meeting Time: 5:00 PM

Agenda Item No: 4.b

Item Approval / Engagement Agreement Extension for BerryDunn - FY24 Audit

Description: Work

Submitted By: Brian S. Phinney, acting city manager

Supporting Information/Documentation:

20250311 Berry Dunn Proposal for FY24 Audit Support Services - Phase 3

Key Terms:

Executive Summary:

Approval of this item extends the current FY23 Audit assistance engagement with Berry, Dunn, McNeil & Parker, LLC to provide additional support in preparation for the FY24 Audit.

Detailed Review:

The City Council authorized engaging the services of Berry, Dunn, McNeil & Parker, LLC (BerryDunn) to assist with audit preparation work in order to complete the FY23 Annual Comprehensive Financial Report (ACFR) commonly referred to as "the Audit". This work began in May 2024 (Order 2024.65, Not-to-exceed \$35,000). The work entailed an assessment of the status of the financial records and a review of system controls. This activity allowed BerryDunn to develop an estimate for directly assisting finance staff with reconciling the financial records in preparation for completion of the FY23 Audit.

The Phase II work began in July 2024 (Order 2024.109, \$300,000 est) and is still underway.

Runyon Kersteen Ouellette, "the Auditor", is scheduled to be on site the last full week in March to complete the FY23 ACFR. Delivery of the ACFR is expected by April 25th.

Typically, the FY23 ACFR process would start in July/August of 2023 and the audit report delivered between December 2023-March 2024. The FY24 ACFR would typically be started in July 2024 and the audit report delivered between December 2024-March 2025. The FY25 ACFR would typically be started in July 2025 and the audit report delivered between December 2025-March 2026. The Finance Department is currently down two positions and balancing the day-

In order to make headway toward getting back on track for the normal audit schedule, I recommend extending BerryDunn's engagement to assist with preparation for the FY24 Audit as well. This work is anticipated to run through the end of June in preparation for RKO's ACFR services in July. Concurrent with the BerryDunn work finance staff will prepare the FY25 records in order to be positioned for RKO to perform the FY25 Audit work in October. The next Audit (FY26) will then align with the typical July 2026 schedule.

FY23 Audit Support Services

FY24 Audit Support Services

Total exposure	\$655,837 – \$675,837
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B It is hoped that BerryDunn's involvement during the audit will be minimized and limited only to priority issues thus reducing this number significantly. The ability to fill the currently vacant positions in Finance will influence the Finance Department's capacity and thus the amount of support needed.

It should also be noted that the expense for the Auditors is in addition to the support services provided by BerryDunn. There will be two audits completed in FY26 versus the usual one audit - FY24 and FY25. The FY26 Budget will reflect the additional audit expense.

Staff recommends approval for extending the BerryDunn engagement for FY24 Audit support.



PROJECT PLAN

City of Biddeford, Maine

DATE

March 11, 2025

BerryDunn

1000 Elm Street, 4th Floor
Manchester, New Hampshire
t: 603.518.2600
f: 603.666.4755

Katharine Balukas, CPA, Principal

kbalukas@berrydunn.com

Leah Shanahan, CPA, Principal

lshanahan@berrydunn.com

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1.0 Executive Summary

BerryDunn will partner with the City of Biddeford (the City) to assist the City in preparing for the fiscal year 2024 financial statement audit. We understand that there has been turnover within the City that may have impacted the timeliness of the audit. We are happy to partner with your team, if your team has capacity to assist with work outlined below, we would be happy to reduce our scope and clarify roles on areas outlined below.

2.0 Areas of Focus

Based on discussions with the City we've identified the following focus areas:

2.1 Cash

- Assist Gerry with questions as needed.

2.2 Credit Cards

- ✓ Credit Card Reconciliations – Prepare for all credit card accounts for FY2024
 - Review and input as necessary missing FY2024 transactions.

2.3 Prepaid Expenses

- ✓ Prepaid Expense Reconciliations – Prepare for all prepaid expenses for FY2024
 - Adjust nonspendable fund balance accordingly

2.4 Capital Asset Information

- ✓ Capital Assets – Preparation of capital asset schedules for FY2024

2.5 Accounts Receivable

- ✓ AR Reconciliation (general fund) – Prepare reconciliation of AR for FY2024
- ✓ Grant receivables (special revenue funds) – Prepare reconciliations of grant receivables for FY2024

2.6 Accounts Payable and Other Liabilities

- ✓ Liabilities – Prepare reconciliation of accounts payable and other liability accounts for FY2024

2.7 Special Revenue Funds

- ✓ Review status of City grants
 - Document surplus, inactive, or deficit fund balances

2.8 School Department Reconciliation

- ✓ Work with the City to reconcile the school department audited year-end information
- ✓ Compile capital asset information

2.9 Interfund Balances (Due to / Due Froms)

- ✓ Interfund Balances (due to / due froms) – Reconcile and balance interfund balances for FY2024

2.10 Fund Balances

- ✓ Prepare a roll forward reconciliation of all fund balance accounts.

2.11 Federal Funds (Uniform Guidance)

- ✓ Prepare FY2024 SEFA

2.12 Leases/SBITAs

- ✓ Perform analysis to identify any new Leases or SBITA's entered into due the fiscal year
- ✓ Perform calculations and prepare journal entries for any new leases and/or SBITA's
- ✓ Perform on-going calculations and prepare journal entries for existing leases and SBITA's

2.13 Transit

- ✓ Assist with reconciliation with Transit audit accounting as requested

2.14 Financial Statements

- ✓ Prepare FY2024 financial statements and footnotes
- ✓ Assistance with government wide conversion entries

2.14 Review

- ✓ Review of any schedules and reconciliations as requested by the City

3.0 Fees

Estimated 800-1,000 hours

Our estimated hours above assume the work will be completed in a remote manner. Should travel be required, any direct travel costs will be billed in addition. We are well-equipped to perform the requested services on a remote basis but do value and recognize the need to be in person for certain tasks. Our fees will be billed based on our discounted hourly rates below within the estimates noted.

Position	Base Rate	Discounted Rate
Principal	\$550	\$410
Senior Manager	\$410	\$310
Manager	\$355	\$270
Senior	\$305	\$230
Staff	\$175	\$135
Admin. Assistants	\$75	\$60

Table 1: Proposed Schedule and Estimated Total Costs

Date	Activities	FTEs/ Week	Hours per Week	# Weeks	Discounted Blended Rate	Cost/ Week	Estimated Total Costs
April 2025 – June 2025	Technical accounting assistance and audit readiness	1.45	58	13	\$225	\$13,050	\$169,650
July 2025 – August 2025	On-going assistance during audit process	0.75	30	8	\$225	\$7,875	\$63,000

4.0 Project Timeline

We are planning for the preparation and year-end close process for fiscal year 2024 to be completed in 3 months. We have included additional hours above to be available as a resource to both the City and the auditor's for the 8 weeks following the year-end close process to assist with questions during the audit process. Throughout the engagement we will provide status updates at the frequency requested by the City (weekly, biweekly or monthly) on the work completed, work to be completed, and the remaining fees to date.

5.0 Response

Since the procedures to be performed will not constitute an audit made in accordance with U.S. generally accepted auditing standards, we will not express an opinion on any of the items specified in the reports issued or on the financial statements of the City taken as a whole. The work will be performed in accordance with AICPA's Statement on Standards for Consulting Services.

In rendering these services, we will be relying on the accuracy and reliability of historical financial information or other financial data of the City provided by management. We will not, as a part of this engagement, audit, compile, or review such information, and we will not express an opinion or any form of assurance on it. You and your representatives will provide to us promptly, upon request, all information and documentation reasonably deemed necessary or desirable by us in connection with the services described herein. You and your representatives represent and warrant that all information and documentation provided or to be provided is true, correct and complete, to the best of your knowledge and belief, except as you may otherwise advise us at the time you provide us the information. We are authorized to rely upon such information and documentation without independent investigation or verification.

Our working papers, including any copies of your records that we choose to make, are our property and will be retained by us in accordance with our established records retention policy.

Either party may cancel this agreement at any time by providing written notice of cancellation to the other party. Upon termination, BerryDunn will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed. Disputes will be handled by a process of arbitration, mediation, or other means provided by law for resolving problems and for determining who bears the cost of consequential damages arising from errors, omissions, or negligence.

We will not perform management functions, make management decisions, or act or appear to act in a capacity equivalent to that of a member of management or an employee and, if applicable, will comply with AICPA or regulatory independence guidance.

The City agrees to the following:

1. Management of the City shall make all management decisions arising out of, or in connection with, these services, including the following general activities:
 - a. Authorizing, executing, or consummating all transactions.
2. The City will designate an appropriate individual to oversee the non-audit services.
3. The City will evaluate the adequacy and results of the services.
4. The City accepts responsibility for the results of the services.

The scope of this engagement does not constitute the provision by the firm, its principals, or staff of any legal advice. Moreover, because our engagement is limited in nature, it cannot be relied upon to discover all documents and other information or provide all analyses which may have importance to this matter.

Alternative Practice Structure

BDMP Assurance, LLP (BDMP Assurance) and Berry, Dunn, McNeil & Parker, LLC (LLC) practice in an alternative practice structure in accordance with the AICPA Code of Professional Conduct and applicable laws, regulations, and professional standards. BDMP Assurance is a licensed CPA firm that provides attest services to its clients. By no later than June 30, 2025, LLC will no longer be a licensed CPA firm and will not provide audit and attest services. You understand that you have retained LLC for the purpose of providing services in this engagement. Services provided by BDMP Assurance, if any, are governed by a separate engagement letter.

LLC retains all client files for BDMP Assurance and LLC but will share them with BDMP Assurance as needed. To the extent you have separately engaged BDMP Assurance to provide services, you hereby consent and authorize us to share with BDMP Assurance information that we may obtain from you in the course of our engagement. BDMP Assurance and LLC will maintain the confidentiality of all client information and comply with professional standards regarding your information.

Billing

We are committed to providing you with a fee that is reasonable and fair for the high quality of service you will receive. Our billings for the services set forth in this letter, which will be based upon our rates as outlined above. Out-of-pocket expenses, including travel costs, for the above services will be billed separately, including an annual administrative and processing fee of \$825. A late charge is added on all unpaid bills in excess of 30 days at an annual rate of 18% (1½% per month). This engagement includes only those services specifically described in this letter. Appearances before judicial proceedings or government agencies such as the Internal Revenue Service or other regulatory bodies, arising out of this engagement, will be billed to you separately.

We may stop work at any time in the event of any unpaid balance. We may resign from this engagement at our sole discretion at any time.

Other

Our work is not designed to perform specific procedures to detect waste or abuse; however, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention.

In performing our services, management is responsible for the substantive outcomes of the subject matter of the services and, therefore, has a responsibility to be in a position in fact and appearance to make an informed judgment on the results of the services. Management will also be responsible for the following:

- Designating an individual who possesses suitable skill, knowledge, or experience to oversee any accounting services.
- Establishing and monitoring the performance of the service to help ensure that it meets management's objectives.
- Making all management decisions arising out of, or in connection with, these services.
- Evaluating the adequacy of the services performed and any findings that result.

Since the procedures to be performed will not constitute an audit made in accordance with auditing standards generally accepted in the United States of America, we will not express an opinion on any of the items specified in the reports issued or on the financial statements of the City taken as a whole. The work will be performed in accordance with AICPA's Statement on Standards for Consulting Services.

Each party hereto agrees that any electronic signature is intended to authenticate a written signature, shall be valid, and shall have the same force and effect as a manual signature. For purposes hereof, "electronic signature" includes, but is not limited to, a scanned copy of a manual signature, an electronic copy of a manual signature affixed to a document, a signature incorporated into a document utilizing touchscreen capabilities, an electronic sound symbol or process attached to or logically associated with a contract or other record and executed or adopted by a person with an intent to sign the record, or a digital signature.

Sincerely,

BERRY DUNN McNEIL & PARKER, LLC

By: 

Katharine Balukas, CPA, Principal

By: 

Leah Shanahan, CPA, Principal

This proposal correctly sets forth the understanding of the City of Biddeford.

Name: _____

Title: _____

Signature: _____

Date: _____



Finance Committee

Meeting Date: March 18, 2025
Meeting Time: 5:00 PM
Agenda Item No: 4.c
Item Description: Approval / River Wall Repair Project at Riverwalk Overlook (FEMA)
Submitted By: Roby Fecteau, Code Enforcement Office

Supporting Information/Documentation:

None

Key Terms:

Executive Summary:

City staff has been in discussions with several construction companies that can perform the work for the river wall/River Walk plaza. A formal bid process took place in September 2024. Due to the bids being too high, City staff and its engineers performed value engineering measures to try to lower costs. A series of meetings with engineers and contractors did reduce costs. Staff does believe there will be more cost savings during the construction process.

Detailed Review:

Bids were received and opened on September 9, 2024.

- 1 Bid received for earthwork, wall and concrete: \$10,300,000
- Met with contractors and reviewed for cost-saving measures
- Alt Bid received on September 17, 2024: \$8,600,000

Second bid opening: January 30, 2025.

Earth Work:

Shaw Bros: \$1,885,506.77 (This includes alt low bid for stone wall reconstruction)

Wall Construction:

H.B. Flemming: \$4,075,000.00 (Updated Bid 02-5-2025 \$3,396,000.00)

Concrete Work:

Consigli Construction: \$1,890,000.00

CPM Constructors: \$2,967,625.00

Proposal A: With overlook and walks

Wall	\$3,396,000 (Includes
Construction	wall panels)
Concrete work	\$1,540,000
Earthwork	\$1,885,507
General/survey	\$150,000
Inspections	\$100,000
Total	\$7,071,507
Contingency	\$1,060,726
Total	\$8,132,233

Proposal B Without overlook

Wall	\$3,396,000 (Includes
Construction	wall panels)
Concrete work	\$1,100,000
Earthwork	\$1,800,507
General/survey	\$140,000
Inspections	\$90,000
Total	\$6,526,507
Contingency	\$978,976
Total	\$7,505,483

Funding Source:

FEMA-4647-DR-ME - Approved Project Award : Project # 672295

Total Award excluding	\$5,375,875.03
local 4% match	
Local 4% match	\$212,905.94
Total available funding	\$5,588,780.97
Engineering Costs	\$900,000.00
Total available	\$4,688,780.00

Proposal A Funding Shortfall: \$8,132,233 - \$4,688,780 = **\$3,443,453**

Proposal B Funding Shortfall: \$7,505,483 - \$4,688,780 = **\$2,816,703**

Staff Recommendation:

Staff recommends proposal A. Any cost savings in proposal B would cost more in the future if the city was to decide to install the overlook.



Finance Committee

Meeting Date: March 18, 2025
Meeting Time: 5:00 PM
Agenda Item No: 4.d
Item Description: Public works Garage Lift
Submitted By: Jeff Demers, Director of Public Works/ Wastewater.

Supporting Information/Documentation:

Auto Lift Estimate

Key Terms:

Repair of existing lift in maintenance garage for vehicle repairs.

Executive Summary:

The vehicle lift in the maintenance garage needs a complete overhaul.

Detailed Review:

The lift was put in 1998. Yearly inspections and general maintenance have been done over the years. Nothing in the inspections made staff think this lift needed to go into our capital expenditures. The lift no longer has the ability to safely lift a vehicle per the yearly inspection report. The pistons and packing are beyond general maintenance. This can not be noticed until failure starts to happen as this is an enclosed unit in the ground/concrete.

Funding Source:

The amount as of today, \$17,373.64, can be absorbed by the regular yearly operating budget savings in 21161 and 21162- Road salt savings. The Director will monitor both budgets very closely as always to not over expend the bottom line on both budgets mentioned.

Staff Recommendation:

The lift should be repaired as soon as possible. Note: need to send a cruiser out as the transmission needs to be pulled. Sending that vehicle out while not having the lift is an extra cost of an estimated \$5500.00. Not having the ability to do the work in house. Please note, the price can change overnight as the price does not include possible tariffs and surcharges.

Automotive Garage Tools LLC
40 Roosevelt Trail
Windham, ME 04062
2078925700
www.agtme.com

Estimate 2146

ADDRESS	DATE	TOTAL	EXPIRATION
City of Biddeford PWD	03/12/2025	\$17,373.64	DATE
371 Hill Street			04/11/2025
Biddeford, ME 04005			

DESCRIPTION	QTY	RATE	AMOUNT
Estimate to Repair Rotary SL90200 Inground Lift.			
.			
SL29000 series inground lift, guts kit, includes 2 barrels, 2 cylinders, equalizer beam, hoses, locks , lock ladder, 6" plunger	1	15,229.00	15,229.00T
Service - Remove and replace guts kit on inground lift.	1	1,200.00	1,200.00
Misc shop supplies	1	15.00	15.00T
.			
Factory Freight Charge ESTIMATED	1	825.64	825.64
Mileage per trip.	52	2.00	104.00
.			

This Estimate does not include any possible tariffs or surcharges

SUBTOTAL	17,373.64
TAX	0.00
TOTAL	\$17,373.64
THANK YOU.	

Accepted By Accepted Date