

BRIDGTON BOARD OF SELECTMEN'S WORKSHOP MEETING AGENDA

DATE: Tuesday, August 31, 2021

TIME: 5:00 P.M.

PLACE: Board of Selectmen's Meeting Room, 10 Iredale Street, Bridgton

1. Call to Order
2. Pledge of Allegiance
3. Workshop With Trustees of the Bridgton Water District
4. Adjourn

Town	BWD	Notes:
BWD Final Construction	\$770,187.90	See 08/11/21 BWD Letter
Shared(\$138,460) less LED Lighting	\$135,868.00	LED Credit (BWD Pay Req #3-\$2,600)
Compaction Testing	\$9,972.40	
W&C Survey (paid)	\$10,000.00	
Paving Actual Cost	\$67,360.00	Offered by BWD 08/11/21 Letter (43%)
Pipe 6'-5' Credit		Adjustment credited: See NOA 05/21/20
Milone & McBroom Invoice	\$15,171.25	
Admin Fees	\$4,530.09	
Sub-Total	\$1,013,089.64	
Actual Paid to Town	(\$876,797.48)	Paid to Town per BWD 04/24/21
Balance Owed Town	\$136,292.16	
Milone & McBroom Invoice	(\$5,171.25)	
Admin Fees	(\$4,530.09)	
Compromise Total Owed Town	\$126,590.82	
	\$57,616.82	Difference between BWD and actual

	Scheduled Value	Pay Req 1	Pay Req 2	Pay Req 3	Pay Req 4	Pay Req 5	Actual Cost
WL-16 Trench Pavement	\$58,400	\$0	\$21,280	\$0	\$0	\$46,080	\$67,360
Town Payment		\$92,926.38	\$494,265.49	\$582,273.47	\$312,979.35	Total Payment	\$1,482,444.69
BWD Payment to Town		\$220,388.32	\$478,909.31	\$133,438.85	\$44,061.00		\$876,797.48
			inc \$10,000				

April 8, 2020

Attending:

Colin Dinsmore
Robert Peabody
John Adams

Georgiann Fleck
Boyd Snowden

David Madsen
Miranda Hinkley

Michael Zarba
Brent Bridges

Meeting to discuss apportion of cost for overlapping projects.

Dust Control	\$50,000
Construction Signs	\$ 2,000
Maintenance of Traffic Control Devices	\$30,000
Flaggers	\$27,600
LED Message Signs	\$10,000
Temp Soil Erosion/Water Polution	\$150,000
Mobilization	<u>\$150,000</u>
	\$419,600

Bob states the town calculated the overall project cost and found liability of 60% town and 40% water district. This calculation places the water district portion at \$167,840.

Mike an Boyd had previously discussed using bid alternate in the grand total which makes the respective liability 67% / 33%. The Water District would be willing to pay \$138,468.

Bob then advised that while he does not want to hold up the project, he would like to see the Water District split the difference with the Town at a cost of \$143,150 to the Water District. He doesn't feel the Bid alternate should be included, but appreciates the Water District's willingness to be fair and reasonable.

Boyd will take this informatin back to the Water District Board of Trustees and projects an answer later today or tomorrow.

Once the cost sharing has been determined, the Town of Bridgton would like to have another meeting including Pratt & Sons, Mike, Boyd, John, and Brent to discuss other cost savings ideas the contractor has come up with.

The contractors are hoping to begin work as soon as possible, no later than end of April.



SNOWDEN CONSULTING ENGINEERS, INC.

34 Libby Hill Professional Building Suite 2 Oakland, Maine 04963
Phone: (207) 465-4400 Fax: (207) 465-4441 email:bsnowden@snowdenengineers.com

May 4, 2020
WAT-18-027

Town of Bridgton
Attn: Robert Peabody, Town Manager
3 Chase Street, Suite 1
Bridgton, ME 04009

RE: Bridgton Water District Updated Costs for Lower Main Street

Dear Bob,

I am pleased to submit this letter to you that defines the financial obligations of the Bridgton Water District for the Lower Main Street Water Main Replacement project, which is part of your road reconstruction project. This letter documents our previous phone conversations and verbal agreement regarding the shared costs of the project.

As you are aware, the base bid for the water main portion of the project from Pratt & Sons was \$ 767,550.00. In addition to the base bid, the District work includes sharing some of the common item costs that were identified within the Town's subsection of the bid. These items are listed as follows (values in parenthesis are Pratt & Sons bid prices for each item):

1. Item 637.071 Dust Control (\$50,000)
2. Item 652.35 Construction Signs (\$2,000)
3. Item 652.361 Maintenance of Traffic Control Devices (\$30,000)
4. Item 652.38 Flaggers (\$27,600)
5. Item 652.411 LED Variable Sign (\$10,000)
6. Item 656.75 Temporary Soil Erosion and Water Pollution Control (\$150,000)
7. Item 659.10 Mobilization (\$150,000)

The verbally agreed upon method for determining the percentage contributions for these shared items was to use the percentage of total base bid costs for the water main and roadway subsections (minus these shared cost items), and determine the percentage of the total cost of each subsection. The understanding was that since the Town was adding the Bid Alternate #2 –

Full Depth Reconstruction to the project, that this should be added to the Town's total subsection costs.

Based upon these assumptions/agreements, the total project cost and the individual subsections were calculated to include the following sums:

Town Road Portion

Base Bid (less shared items) -	\$ 1,168,987.22 ✓
Bid Alternate # 2 addition -	\$ 395,632.50
<i>Subtotal</i>	<i>\$ 1,564,619.72</i>

District Portion

Base Bid (less shared items) -	\$ 767,550.00 ✓
<i>Total Project Cost (less shared items)</i>	<i>\$ 2,332,169.72</i>
District percentage of total project cost	33%

Therefore, the District total cost from the original contract value is as follows:

District Base Bid (less shared items) -	\$ 767,550.00
District Portion of Shared items -	\$ 138,468.00

Total District Original Bid Project Costs \$ 905,968.00

Other items pertaining to the updated District cost of the project include the items listed below.

1. According to the April 10, 2020 letter from Pratt & Sons regarding the value engineering changes, the District should also receive a \$10,000 credit to the above stated original bid project cost for allowing the Contractor to install the water main at a typical depth of 5 feet of cover rather than the 6 feet of cover in the original plans.
2. According to April 10, 2020 letter from Pratt & Sons, \$50,000 was saved in the total project cost by extending the completion date for the Contractor. The Town and District have not discussed this amount in previous conversations; however, similar to the shared

costs of the project, shouldn't this amount also be shared with the District at the same 33 percent as noted above?

3. From previous verbal agreements between the District and the Town, the District has agreed to pay the Town \$10,000 for costs related to surveying of the project sites, since the District is utilizing that information to develop their own plans for the shared project areas.
4. Finally, at this point the only other credit that we are waiting for relates to the elimination of the CDBG requirements under the construction project. My understanding from the preconstruction minutes is that the CDBG funding is not paying for any of the construction costs for Lower Main Street, even though it was included in the original bid documents. Therefore, I would expect the Town and the District to obtain a significant savings from Pratt & Sons due to the elimination of the wage rates, as well as the fact that the Contractor no longer has to provide any of the supporting documentation related to the CDBG funding, such as weekly payroll sheets. I would assume that once the Town determines/negotiates the credit due from Pratt & Sons, that the Town will then notify the District of their share of the savings. I would recommend that the same 33 percent apply to those savings, similar to the shared costs stated above.

In conclusion, at this point, according to my records, the District share of the project cost is \$ 905,968.00, and is expected to be reduced below that with the CDBG credit and potential shared benefit of the completion schedule change.

I wanted to document this for the District and Town. If you disagree with any of the statements listed above, please do not hesitate to contact me.

Sincerely,



Boyd A. Snowden, PE
President

Cc: Bridgton Water District
Colin Dinsmore, HEB Engineers
Scott Emery, RD

**Lower Main Street Shared Item Payment
Breakdown Summary for Bridgton Water District
May 24, 2021**

Bid Item #	Bid Item Description	Original Water District Contract Value	Pay Req. # 1 District Value Paid	Pay Req. # 2 District Value Paid	Pay Req. # 3 District Value Paid	Pay Req. # 4 District Value Paid
637.071	Dust Control	\$ 16,500.00	\$ -	\$ 10,000.00	\$ 6,500.00	\$ -
652.35	Construction Signs	\$ 660.00	\$ -	\$ -	\$ 660.00	\$ -
652.361	Maint. Of Traffic Control Devices	\$ 9,900.00	\$ -	\$ 6,000.00	\$ 3,900.00	\$ -
652.38	Flaggers	\$ 9,108.00	\$ -	\$ -	\$ 9,108.00	\$ -
652.411	LED Variable Sign	\$ 3,300.00	\$ -	\$ -	\$ 2,600.00	\$ -
656.75	Temp. Soil Erosion & Water Pol. Cn	\$ 49,500.00	\$ -	\$ 30,000.00	\$ 19,500.00	\$ -
659.10	Mobilization	\$ 49,500.00	\$ -	\$ 10,000.00	\$ 39,500.00	\$ -
	Subtotals	\$ 138,468.00	\$ -	\$ 56,000.00	\$ 81,768.00	\$ -
	Total Actually Spent to Date toward Shared Items	\$ 137,768.00				
	Overpayment by District (with credit for LED Variable Sign)	\$ (2,600.00)				

Note: Since the items listed above were not separated into Town vs. District contributions, the values shown are based upon the actual payments by the District for each Pay Application from Pratt & Sons. For Pay Reg 2, for instance, the District paid 100% of the requested 20% value for the items indicated above, because only the water main work was being performed at that time. The remainder of the District portion of the shared items was paid under Pratt & Sons, Pay Reg. # 3.

P.O. BOX 236
MECHANIC FALLS, ME 04256



PHONE (207) 345-3311
FAX (207) 345-3313

April 10, 2020

RE: Value Engineering

As discussed, this morning, I have put the following list together for cost saving measures.

1. Change the contract completion date to 7/2/2021. Credit of \$50,000.00
2. Allow us to install the remaining 4" FM pipe with 4' of cover. Credit of \$10,000.00
3. Allow us to install the 10" watermain with 5' of cover. Credit of \$10,000.00
4. Eliminate the "A" gravel item and allow us to use full depth type "D" gravel. Credit of \$15,000.00
5. Eliminate the 6" U.D. item and change the S.D. pipe to U.D. in same areas. (This would be installed per MDOT Specs) Credit of \$10,000.00
6. Allow us to pick up and/or change slope of some drainage runs where applicable. Credit \$5,000.00

None of the above changes would compromise the integrity of the project. Hopefully this proposal helps move the project along. We look forward to building this job and many others with the Town of Bridgton.

Sincerely,

Dan Ward

General Manager

Value Engineering Meeting
April 10, 2020

Robert Peabody Jr.
David Madsen
Miranda Hinkley

Mike Zarba
Andrew Ward
Greg Savona

Brent Bridges
Colin Dinsmore
John Adams

Dan Ward

Purpose: Alternate bid review for Lower Main Street

We have awarded the bid for the Lower Main Street project. We would like to discuss how we can make it all come together and save money using the bid alternate #2 with box cut.

As the contractor doing the work, we were looking for input. It is our further understanding that if we go with bid alternate #2 there are line items in the original bid that will change as well.

This is confirmed by Greg. The reclaimed asphalt figure of \$41,940 would no longer be included.

If complete reconstruction done in alternate bid #2, this will allow \$49,000 from the sewer project (earmarked for subbase, base aggregates and base paving) can be used toward the full depth reconstruction.

Q: Does alternate bid #2 take the place of the aggregate base course?

A: No, the majority of this cost was for the sidewalks.

There will be a quantity change as alternate bid #2 is for full road width quantity. How this is paid is debatable.

Force Main trench done last as it is the highest pipe to be laid = patch 12" Sub-base + 6" base + 2.5" binder

Q: Could we possibly use all D grade gravel to save money?

A: We would be agreeable if it is a substantial savings. Dan will get figures to Bob.

David asks for any other good ideas for saving money? Bob advises that we are still approximately \$166,000 over budget. No cosmetics can be adjusted as they were voted by the people.

Colin asked about using grid fabric to reduce the amount of gravel. Unsure of the cost comparison. He was thinking fabric with 8" of grade A gravel on top.

Q: Can we set only joints of curbing in concrete rather than entire curbing?

A: No, the curbs take a hard beating in the winter and really need that reinforcement.

Dan adds that \$10,000 will be saved if they do not run into ledge and he feels that with all the digging they have done in the area, there is a great chance they will not run into any.

It was proposed that they alter the storm drainage to one large underdrain. Mike and John question what that would look like and Dan advised that is what the State does for their roads. Dan will get figures for this change as well.

Finally, Dan advised that if we could lift the requirement for completion to June 2021, he feels he could adjust the cost for the release of pressure.

The meeting adjourned with Dan's promise to refigure the D gravel substitution, the change of completion date, and the storm drain changes.

Once Bob receives these changes, he will try to locate any additional funding sources needed and plans to begin for April 14th. All are in agreement at this time.

652.34	75	EA	CONE	\$15.00	\$1,125.00
652.35	200	SF	CONSTRUCTION SIGNS	\$10.00	\$2,000.00
652.361	1	LS	MAINTENANCE OF TRAFFIC CONTROL DEVICES	\$30,000.00	\$30,000.00
652.38	800	HR	FLAGGERS	\$34.50	\$27,600.00
652.411	2	EA	LED VARIABLE MESSAGE SIGN	\$5,000.00	\$10,000.00
656.75	1	LS	TEMPORARY SOIL EROSION AND WATER POLLUTION CONTROL	\$150,000.00	\$150,000.00
659.1	1	LS	MOBILIZATION	\$150,000.00	\$150,000.00
801.03	5	EA	TEST PITS	\$1,000.00	\$5,000.00
	1	EA	MATERIALS TESTING (ALLOWANCE)	\$12,000.00	\$12,000.00
SUBTOTAL OF ROADWAY ITEMS =					\$1,588,587.22
BASE BID - WATER MAIN RELATED ITEMS					
WL-1	3150	LF	10" dia. Class 51 CLDI Water main	\$127.00	\$400,050.00
WL-2	90	LF	8" dia. Class 52 CLDI Water main	\$230.00	\$20,700.00
WL-3	310	LF	6" dia. Class 52 CLDI Water main	\$175.00	\$54,250.00
WL-4	20	EA	10" dia. RW Gate Valve w/box	\$1,700.00	\$34,000.00
WL-5	2	EA	8" dia. RW Gate Valve w/box	\$1,200.00	\$2,400.00
WL-6	8	EA	6" dia. RW Gate Valve w/box	\$1,000.00	\$8,000.00
WL-7	70	LF	2" Water Service Pipe	\$120.00	\$8,400.00
WL-8	680	LF	3/4" Water Service Pipe	\$125.00	\$85,000.00
WL-9	3	EA	2" Water Service Components	\$650.00	\$1,950.00
WL-10	27	EA	3/4" Water Service Components	\$400.00	\$10,800.00

USDA RUS
MILONE & MACBROOM, INC

AGREEMENT BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

00 52 10-6

WL-11	5	EA	Hydrant Assembly	\$10,000.00	\$50,000.00
WL-12	200	LF	Rigid Trench Insulation	\$15.00	\$3,000.00
WL-13	4	EA	Remove Hydrant Assembly	\$1,500.00	\$6,000.00
WL-14	12	EA	Existing Valve Box Removal	\$300.00	\$3,600.00
WL-15	11	EA	Test Pit Excavation and Backfill	\$1,000.00	\$11,000.00
WL-16	730	SY	Trench Pavement for Water main (hand placed)	\$80.00	\$58,400.00
WL-17	100	CY	Trench Ledge	\$100.00	\$10,000.00
SUBTOTAL OF WATER MAIN ITEMS =					\$767,550.00

TOTAL of Roadway Items and Water Main Items (BASE BID)

\$2,356,137.22

Total Contract Value With Agreed Upon Add Alternates and Adjustments

BASE BID Total (see above)	\$2,356,137.22
BID ALTERNATES	
Alternate # 1 (add)	\$28,450.00
Alternate # 2 (add)	\$395,632.50
Credit for no Full Depth Reclamation (deduct Item No. 308.36)	(\$41,940.00)
Value Engineering Items*	
1. Move completion date to July 2, 2021 (deduct)	(\$50,000.00)
2. Install 4" FM w/ 4' of cover (deduct)	(\$10,000.00)
3. Install 10" FM w/ 5' of cover (deduct)	(\$10,000.00)
4. Eliminate Type 'A' Gravel and replace with Type 'D' (deduct)	(\$15,000.00)
5. Eliminate 6" UD and use UD pipe for main drainage lines (Install per MDOT) (deduct)	(\$10,000.00)
6. Allow minor slope changes to drainage system (deduct)	(\$5,000.00)

* Per contractors April 10, 2020 letter to the Town.

NOTE: Contractor shall distribute the above credits in the lump sum items of the contract as he sees fit, but it will be subject to the Town's approval.
Contractor to provide Schedule of Values at preconstruction conference for review and approval.

Total of all Extended Prices for Unit Price Work (subject to final adjustment based on actual quantities)	\$ \$2,638,279.72
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USDA RUS
MILONE & MACBROOM, INC

AGREEMENT BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

00 52 10-7

NOTICE OF AWARD (Form C-00 51 00)

Date of Issuance: April 21, 2020

Owner:	Town of Bridgton	Owner's Contract No.:	
Engineer:	Milone & MacBroom, Inc.	Engineer's Project No.:	5272-06
Project:	Lower Main Street Reconstruction	Contract Name:	Lower Main Street Reconstruction
Bidder:	Pratt & Sons, Inc.		
Bidder's Address: P.O. Box 236, Mechanic Falls, ME 04256			

TO BIDDER:

You are notified that Owner has accepted your Bid dated **March 19, 2020** for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

Lower Main Street Reconstruction Project, including Bid Alternates # 1 & 2 which also eliminates Item #308.36 (Asphalt Reclamation), and further incorporates the value engineering items discussed with and agreed to by both parties and memorialized in a letter dated April 10, 2020, which is attached hereto. The work for this Project consists of the full depth box out and reconstruction of approximately 2500 linear feet of paved roadway which includes, but is not limited to, storm drainage improvements, construction of new sidewalk, installation of granite and bituminous curbing, paving, construction of bike lanes, streetscape amenities, installation of street lights with buried electrical conduit, and landscaping and all materials, equipment, services and construction inherent to the Work. Additionally, the Work consists of the installation of a water main for which this portion of the project includes the installation of approximately 3,150 linear feet of new 10" dia. CLDI watermain, as well as all associated connection pipes and appurtenances necessary to full replace the existing cast and ductile iron water main sections within the project site. The project shall include all new valve and hydrant installations, as well as new services to be installed and connected to existing customer service pipes within the right of way.

The Contract Price of the awarded Contract is: **\$ 2,638,279.72** *Please Note: This contract is based on unit pricing and field quantities of items installed and accepted will be measured and are the basis of payment. Further as to the value engineering items both parties will agree where/how to credit the appropriate fees at the preconstruction conference*

☒ unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents has been transmitted or made available to Bidder electronically.

☐ a set of the Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Deliver to Owner ☒ counterparts of the Agreement, fully executed by Bidder.
2. Other conditions precedent (if any):
 - Provide information/documentation required by Owner's attorney to allow Owner's attorney to complete and execute the "Certificate of Owner's Attorney" included in Section 00 73 75.

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

After obtaining required reviews and approvals for Contract execution, Owner will return to you one fully executed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner: Town of Bridgton



Authorized Signature

By: Robert A. Peabody, Jr.

Title: Town Manager

Copy: Engineer



SNOWDEN CONSULTING ENGINEERS, INC.

34 Libby Hill Professional Building Suite 2 Oakland, Maine 04963
Phone: (207) 465-4400 Fax: (207) 465-4441 email:bsnowden@snowdenengineers.com

April 24, 2021
WAT-18-027

Town of Bridgton
Attn: Robert A. Peabody, Jr., Town Manager
Three Chase Street, Suite #1
Bridgton, ME 04009

RE: Final Cost for Lower Main Street Project

Dear Bob,

Thank you for your response letter dated March 30, 2021. I believe that there is not a significance difference between the District position and the Town's position on the final costs for the Lower Main Street Project. The two parties agree with all costs that had been previously discussed, with the exception of a few items.

According to the information I have on file, the following is a breakdown of the District costs for the project.

Original Bid and Related Items

- | | |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|
| 1. Original Base Bid Portion (Water District Only, non-shared items)
(from my letter dated April 20, 2020) | \$ 767,550.00 |
| 2. Original Agreed Upon District Portion of Shared Items
(included Items 637.071, 652.35, 652.361, 652.38, 652.411,
656.75, and 659.10, from my letter dated May 4, 2020) | \$ 138,468.00 |
| 3. Final Survey Cost paid by District to the Town (already paid) | \$ 10,000.00 |
| 4. Final Trench Pavement contribution from District for work within
the box cut segment of Lower Main Street (as previously agreed to) | \$ 10,000.00 |
| 5. Credit for reducing pipe bury from 6' to 5' per 4/10/20 Pratt letter | \$ (10,000.00) |

Subtotal Original Contract Value **\$ 916,018.00**

Final Bid Value and Related Items

- | | |
|-----------------------------------------------------------------------------------------------------|---------------|
| 1. Final Base Bid Portion (Water District only, non-shared items,
after balancing of quantities) | \$ 770,187.90 |
|-----------------------------------------------------------------------------------------------------|---------------|

2. Final Shared Item Portion (minus LED Sign value of \$3,300)	\$ 135,168.00
3. Final Material and Compaction Testing Cost (based upon Pratt & Sons letter to my office dated January 13, 2021, which is attached)	\$ 9,972.40
4. Final Survey Cost paid by District to the Town (already paid)	\$ 10,000.00
5. Final Trench Pavement contribution from District within the Box cut segment of Lower Main Street (as previously agreed to)	\$ 10,000.00
6. Credit for reducing pipe bury from 6' to 5' per 4/10/20 Pratt letter	\$ (10,000.00)

Subtotal of Final Contract Value \$ 925,328.30

The three items that are in dispute include:

1. Contract Administration Fee charged by the Town to the District of \$ 4,530.09
2. Credit from Town to District for their portion of \$50,000 savings due to allowed extension of completion date to Pratt & Son, Inc. (District savings, if shared at the same percentage as the other shared items, would be \$ 16,500.00).
3. Milone & MacBroom (hereafter referred to as M&M) Invoice dated March 27, 2020 for an amount of \$ 15,171.25.

The District's position on these items has been very clear. In reference to the contract administrative fee, based upon the District's view, there does not appear to have been sufficient administrative effort that would justify the proposed fee. For instance, there will be a total of 4 checks written between the District and the Town for the District's portion of the project. The Town only had to deposit the funds from the District. The check to the Contractor was required to be performed by the Town regardless of the District component. As far as other administrative effort, such as answering phone calls from citizens, discussions with the Contractor, and other such services, these would have been necessary regardless of whether the District was included in the project. Finally, there was quite a bit of work I personally did on behalf of the District, which they paid me for, in an effort to assist in administration of the contract so that the Town, or your Engineers, would not be required to perform these functions. In light of these factors, the District does not feel that these administrative fees are justified.

In reference to the District's portion of the \$ 50,000 credit amount, this was mentioned during the initial discussions in March and April of 2020. In fact, it is explicitly noted in my May 4, 2020 letter to the Town. The premise of our request is that this was a shared item, much like the other agreed upon shared items, because the District's portion was part of the overall project. Therefore, the District should have been party to their portion of this credit, as they were part of the overall contract with Pratt & Sons, Inc.

Finally, in reference to the M&M invoice noted above, this invoice was a surprise to both the Town and the District when it was submitted. At no point, had M&M or Town mentioned that the District would have to share any costs for work provided by M&M. The District had no formal agreement with M&M or the Town for this "additional engineering work". M&M was provided, at no cost from Woodard & Curran, the boiler plate section of the contract documents from the recent sewer project, that Rural Development had previously approved. This was provided in order to simplify the work of M&M, as all of the required information for RD funding was already part of the package. Our office also tailored our specifications and plans to the format M&M utilized, at their request, allowing for easy incorporation into their contract documents.

Even with these facts, the District did, in fact, request backup information from M&M for the invoice that would show that the invoice in fact covered work related to the water main portion of the project. However, M&M could not provide this information and indicated that they had not broken this out for tracking from the road design work, so they could provide no specifics for this claim. As I had mentioned last fall in a Council Meeting that I attended, the District, nor I, feel that the Town or the District should be burdened by these extra fees invoiced by M&M. Requested additional costs should have been presented by M&M before the work was completed, not after. This is in violation of most, if not all, standard engineering agreements.

In an effort to move forward with these few remaining items, the District would like to propose a compromise, which would include the following:

1. Town agrees to waive the contract administration fee of \$ 4,530.09.
2. District agrees to waive their claim to 33% of the \$ 50,000 schedule change credit provide by Pratt & Sons, Inc.
3. District agrees to pay \$ 2,500 to the Town for payment of the M&M invoice. The District is not asking the Town to contribute the difference. As far as the District and I are concerned, M&M should be responsible for the difference, but that is between the Town and M&M.

If the Town agrees to these compromises, the final amount the District will pay to the Town for the Lower Main Street Project would be \$ 927,828.30.

To date, the District has already paid to the Town the following:

- | | |
|-----------------------------------------------------------|---------------------|
| 1. Payments to the Town for payment to Pratt & Sons, Inc. | \$ 886,797.48 |
| 2. Payment to the Town for survey costs | \$ <u>10,000.00</u> |

Subtotal of previous payments **\$ 896,797.48**

RE: Final Cost for Lower Main Street Project

Page No. 4

Based upon these figures, the remaining balance due from the District to the Town is \$ 31,030.82, if the Town agrees with the compromises. The District can submit a check to the Town for this amount once the Town receives the final invoice from Pratt & Sons, and once all of the required closeout documentation has been addressed. The District does have a few punch list items that were previously submitted to Pratt & Sons, Inc. that were supposed to be addressed this spring. These punch list items must also be completed before we can approve final payment for the District's portion. My inspector will be on site working on Phase 2, so he will inspect the work completed by Pratt & Sons, Inc. this spring to be sure that the punch list items are completed. We will keep the Town apprised of this work, and let you know when it is completed to our approval.

I, as well as the District, look forward to resolving these issues and moving forward in a positive manner with the Town on this summer's work in Bridgton.

Please contact me if you have any questions regarding any of these items. If you are agreeable to these compromises and figures, please notify me in writing.

Thank you for your consideration on these matters.

Sincerely,



Boyd A. Snowden, PE
President

Cc: Bridgton Water District
Scott Emery, Rural Development



TOWN OF BRIDGTON

www.bridgtonmaine.org

Three Chase Street, Suite #1
Bridgton, Maine 04009

Phone 207-647-8786
Fax 207-647-8789
Cell 207-256-7211
Email townmgr@bridgtonmaine.org

Robert A. Peabody, Jr., Town Manager

June 28, 2021

Boyd Snowden
34 Libby Hill Professional Building
Suite 2
Oakland, ME 04963

RE: Bridgton Water District Shared Costs-Lower Main Street

Dear Boyd:

I have had an opportunity to review your most recent email indicating the payments made by the BWD which included the shared cost items. I do note that \$2,600 was paid towards the LED Variable Sign (Pay Req #3) which we have previously agreed to credit the District.

Regarding the paving, I have reviewed all our meeting notes and find no prior agreement on paving costs. The referenced \$10,000 was for the work that Woodard & Curran shared with the District. Please see the calculated costs below for the amount owed to the Town for the District's share of paving.

The project called for 4-1/4" of total pavement thickness, including 1.75" of 9.5mm wearing course pavement & 2.5" of 19mm binder course pavement.

- Wearing Course
 - 3,150'-long x 8'-wide x (1.75"/12)-thick = 3,675 cubic feet of pavement. Using a unit weight of 150 pounds/cubic foot x 3,675 cubic feet of pavement = 551,250 lbs. of pavement or 276 tons.
 - Bid Price for 9.5mm pavement is \$88/ton.
 - $\$88 \times 276 = \$24,288$
- Binder Course
 - 3,150'-long x 8'-wide x (2.5"/12)-thick = 5,250 cubic feet of pavement. Using a unit weight of 150 pounds/cubic foot x 5,250 cubic feet of pavement = 787,500 lbs. of pavement or 394 tons.
 - Bid Price for 19mm binder pavement is \$86/ton.
 - $\$86 \times 394 = \$33,884$
- **Total Paving Cost/BWD Share = \$58,172**

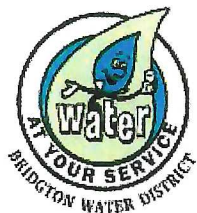
The remaining unresolved matters include the \$4,530.09 Administrative Fee and the Milone and McBroom outstanding invoice of \$15,171.25. As I have indicated previously, the Town is open to discussion on the Admin Fee, but we are not willing to pay for the additional design work and bid document preparation required by the inclusion of the BWD project.

I look forward to finally resolving these remaining items.

Regards,

Robert A. Peabody, Jr.
Town Manager

cc: Board of Selectmen
Finance Officer
Public Services Director



Bridgton Water District

Box 237 • Bridgton, Maine 04009

Office Hours: Monday – Friday • 9:00 – 1:00

(P) 647-2881 • (F) 647-8812 • bwdistri@myfairpoint.net

August 11, 2021

Town of Bridgton

Attn: Robert A. Peabody, Jr., Town Manager

Three Chase Street, Suite #1

Bridgton, ME 04009

RE: *Bridgton Water District Shared Costs-Lower Main Street*

Dear Bob,

At a special trustee meeting on July 20, 2021, we met with our office staff, Boyd Snowden of Snowden Consulting Engineers, and Scott Emery from Rural Development to discuss your June 28, 2021 letter regarding the final shared costs for the Lower Main Street project. At that meeting, we reviewed the previous documentation related to this issue, including Snowden's letter to your office dated April 24, 2021 and his emails on May 24, 2021 that were sent to you on the District's behalf, as well as your June 28 letter response.

After lengthy discussion on these matters, the trustees still believe that information outlined in Snowden's April 24, 2021 letter to you appropriately represents the District's position regarding the shared costs for Lower Main Street, and we still stand by that document. As trustees and staff, it is our responsibility to make sure that we are acting with fiscal responsibility for the benefit of our customers, just as you are responsible in a similar manner to the tax payers in Bridgton. In consideration that our customers are also taxpayers, and in an effort to move on from this issue, the District is proposing a compromise resolution. We would recommend the following compromise to the costs you have indicated in your letter:

1. Milone & McBroom Invoice – The District would offer to pay \$10,000 to the Town toward the total invoice of \$15,171.25 for Lower Main Street services.
2. Paving Cost – The District would offer to pay a total of \$ 29,086 to the Town for the base paving and surface pavement of Lower Main Street, which is one half of the amount you requested in your letter.
3. Administrative Fee – The District does not feel that the Town requested administrative fee should be paid, as the District has also incurred our own administrative costs for the Lower Main Street project. The District has not requested any compensation for these administrative costs from the Town, and so we would ask that the Town not request compensation for your administrative fees in return.

This suggested compromise is not an indication that the District agrees with the Town's position regarding these costs, but in fact is a means to hopefully move beyond this issue for the benefit of our customers and the Town taxpayers.

Should these compromise payments be accepted by the Town, then the final total costs for Lower Main Street that the District will pay to the Town will be **\$ 954,414.30**, as defined below:

1. Final Construction Amount (Water District items only, Non-shared items, after balancing quantities)	\$ 770,187.90
2. Final Shared Items Portion (minus LED Sign Item value of \$3,300)	\$ 135,168.00
3. Final water trench Material and Compaction Testing Cost (based upon Pratt & Sons 1/13/21 letter)	\$ 9,972.40
4. Final Survey Cost paid by District to the Town	\$ 10,000.00
5. Final Trench Pavement contribution from the District for areas within the Box-Cut section	\$ 29,086.00
6. Credit for reducing pipe bury depth from 6' to 5' per Pratt 4/10/20 letter	\$ (10,000.00)
7. District paid portion of Milone & MacBroom Invoice dated March 27, 2020	<u>\$ 10,000.00</u>

Subtotal **\$ 954,414.30**

As indicated in the Snowden April 24th letter, the District has already paid \$ 896,797.48 to the Town for this project. That would leave a balance due to the Town of \$57,616.82, which will be paid upon written acceptance from the Town of this compromise offer.


This is the final offer from the District to resolve this matter. If the Town chooses not to accept this good faith effort at resolution, the District will pay the balance of what it believes is fair and reasonable, as described in previous correspondence, upon written notice from the Town of their intent to decline the compromise indicated.

We hope that the Town agrees to this compromise, so that both parties can move on with their respective projects, for the benefit of our customers and the Town taxpayers.

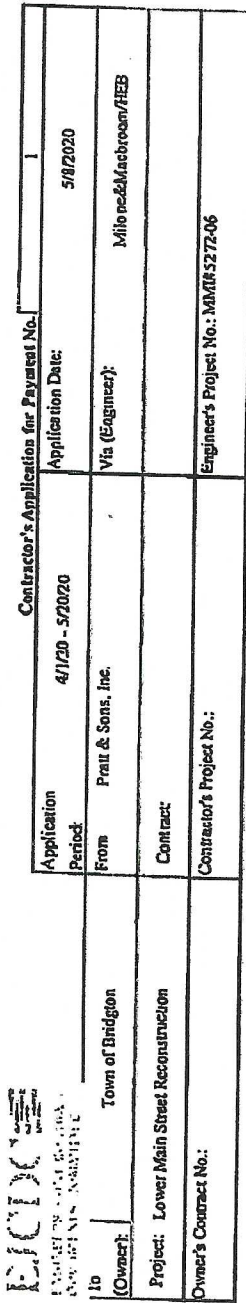
Sincerely,


Todd Perreault


Barry Gilman


Wess Gorman

Cc: Boyd Snowden
Scott Emery

[illegible]

1. ORIGINAL CONTRACT PRICE	\$ 52,438,279.72
2. Net change by Change Orders	\$
3. Current Contract Price (Line 1 + 2)	\$ 52,618,279.72
4. TOTAL COMPLETED AND STORED TO DATE	
(Column F total on Progress Estimates)	\$ 52,618,279.72
5. RETAINAGE:	
a. 5% X 231,987.70	\$ 11,599.38
b. 5% X 52,618,279.72	\$ 2,630,913.99
c. Total Retainage (Line 5a + Line 5.b)	\$ 2,642,513.37
AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c)	\$ 50,000,000.00
LESS PREVIOUS PAYMENTS (Line 6 from prior Application)	\$ 220,388.32
AMOUNT DUE THIS APPLICATION	\$ 49,779,611.68
BALANCE TO FINISH, PLUS RETAINAGE	\$ 2,642,513.37
(Column G total on Progress Estimates + Line 5.c above)	\$ 2,642,513.37

BALANCE TO FINISH, PLUS RETAINAGE

(Column G total on Progress Estimate + Line 5.c above) \$ 2,417,891.40

The undersigned Contractor certifies, to the best of its knowledge, the following:

- (1) All previous projects completed by Owner on account of Work done under the Contract have been applied for payment in accordance with the Contract's legitimate obligations incurred in connection with the Work covered by this Application for Payment.
- (2) Title to all Work materials and equipment used in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at the time of payment and clear of all liens, security interests, and encumbrances (except such as may be required by the Contract to be deposited in escrow for the benefit of the Owner).
- (3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

<p>The undersigned Contractor certifies, to the best of its knowledge, the following:</p> <p>(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment.</p> <p>(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner as time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interests, or encumbrances); and</p> <p>(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.</p>	
<p>Contractor Signatures: Pratt & Stess, Inc.</p> <p>By: <u>Greg Savona</u> Date: <u>6/20/20</u></p>	<p>Payment of: <u>\$ 220,388.32</u></p> <p>(Line 8 or other - attach explanation of the other amount)</p> <p>is recommended by: <u>David A. Smith</u> <u>6/29/20</u></p> <p>(Engineer) (Date)</p> <p>Payment of: <u>\$ 220,388.32</u></p> <p>(Line 8 or other - attach explanation of the other amount)</p> <p>is approved by: <u>David A. Smith</u> <u>6/29/20</u></p> <p>(Owner) (Date)</p> <p>Approved by: <u>David A. Smith</u> <u>6/29/20</u></p> <p>(Financing or Financing Entity (if applicable)) (Date)</p>

Revision Period		4/1/20 - 5/20/20		Appication Date		UN PRICE		SCHEDULED QTY		UN		SCHEDULED VALUE		QTY PREV. COMPLETED		DOLLAR VALUE OF PREV. REGS		QTY CURR. COMPLETED		DOLLAR VALUE OF CURR. REQ		QTY COMPLETED TO DATE		PERCENT COMPLETE		BALANCE TO FINISH		
ITEM NO.	DESCRIPTION	QTY	UN	PRICE	QTY	UN	PRICE	QTY	UN	PRICE	QTY	UN	PRICE	QTY	UN	PRICE	QTY	UN	PRICE	QTY	UN	PRICE	QTY	UN	PRICE	QTY	UN	PRICE
16-16	Trench Pavement For Water Main (Hand	730.00	SV	\$40.00																								
16-17	Trench Ledge	100.00	CV	\$100.00																								
16-18	8" IMPROVED TYPE B	1200.00	LF	\$45.00																								
203-35	CRUSHED STONE FILL	300.00	CV	\$21.50																								
203-36	COMMON EXCAVATION	6,000.00	CV	\$21.50																								
204-09	AGGR BASE CRS - CRUSHED	1,015.00	CV	\$57.00																								
204-10	AGGR SUBB COURSE - GRAVEL	41,45.00	CV	\$59.00																								
16-CD 1	Reduction in price for depth change to 5'																											
CD 1 Roadway	Reduction in price for value engineering																											
Total																												



Contractor's Application for Payment No. <u>2</u>	
Application Period: 5/21/2020 - 7/10/2020	Application Date: 7/20/2020
To: Town of Bridgton	From: Pratt & Sons, Inc.
(Owner):	Via (Engineer): Milone&Macbroom/HBB
Project: Lower Main Street Reconstruction	Contract:
Owner's Contract No.:	Engineer's Project No.: MMH5272-06

Application For Payment
Change Order Summary

Approved Change Orders		1. ORIGINAL CONTRACT PRICE	\$ 2,638,279.72
Number	Additions	2. Net change by Change Orders	\$
		3. Current Contract Price (Line 1 + 2)	\$ 2,638,279.72
		4. TOTAL COMPLETED AND STORED TO DATE	\$
		(Column F total on Progress Estimates)	\$ 874,972.64
		5. RETAINAGE:	
		a. 5% X \$874,972.64 Work Completed	\$ 542,748.63
		b. 5% X \$	\$
		c. Total Retainage (Line 5.a + Line 5.b)	\$ 542,748.63
		6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c)	\$ 882,224.01
		7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)	\$ 220,388.32
		8. AMOUNT DUE THIS APPLICATION	\$ 661,835.69
		9. BALANCE TO FINISH, PLUS RETAINAGE	\$
		(Column G total on Progress Estimates + Line 5.c above)	\$ 91,907,655.74
TOTALS			
NET CHANGE BY			
CHANGE ORDERS			

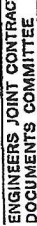
All corrections in red completed by
Boyd Snowden on 7/28/20

\$ 92,748.63
\$ 92,748.63
782,224.01
561,835.69
1,856,055.71

Contractor's Certification The undersigned Contractor certifies, to the best of its knowledge, the following: (1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment. (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and (3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.	
Contractor Signature: Pratt & Sons, Inc.	Date:
By: Greg Savona	

BWD portion: \$ 468,909.31
Town portion: \$ 92,926.38

Payment of: \$ 561,835.69	(Line 8 or other - attach explanation of the other amount)
is recommended by: <i>Boyd Snowden</i>	7/28/20 (Date)
Payment of: \$ 561,835.69	(Line 8 or other - attach explanation of the other amount)
is approved by:	(Owner) (Date)
Approved by:	Funding or Financing Entity (if applicable) (Date)



Application For Payment Change Order Summary

1. ORIGINAL CONTRACT PRICE	\$	\$2,638,279.72	
2. Net change by Change Orders	\$	440.40	
3. Current Contract Price (Line 1 ± 2)	\$	\$2,638,279.72	2,638,720.12
4. TOTAL COMPLETED AND STORED TO DATE (Column F total on Progress Estimates)	\$	\$1,499,782.61	1,484,135.11
5. RETAINAGE:			
a. 5% X	\$	\$1,499,782.61	
b. 5% X	\$	\$74,989.13	74,206.76
c. Total Retainage (Line 5.a + Line 5.b)	\$	\$74,989.13	74,206.76
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c)	\$	\$1,424,793.48	1,409,928.35
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application	\$	\$831,324.01	782,234.01
8. AMOUNT DUE THIS APPLICATION	\$	\$893,569.47	627,704.34
9. BALANCE TO FINISH, PLUS RETAINAGE (Column G total on Progress Estimates + Line 5.c above)	\$	\$1,513,496.52	1,545,585.01

Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:

- (1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;
- (2) Title to all Work materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment fees and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrance); and
- (3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

~~Greg Savona~~ — Nicole Gagnon

Date: 8/18/2020

(Line 8 or other - attach explanation of the other amount)

Ray A. Smith

:

(Owner)

(Date)

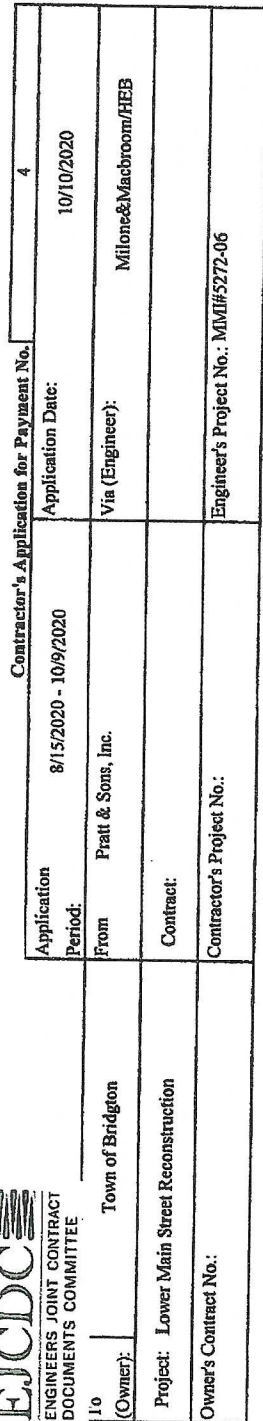
Funding or Financing Entity (if applicable)

(Date)

BWD Portion: \$ 133,438.85
Town Portion: \$ 494,265.49

Application Date:

The contract balance does not reflect the actual balance with as shown on Sheet 1 of this package. Check this column and the balance finish column to correct per contract.




1. ORIGINAL CONTRACT PRICE.....	\$	\$ 2,638,279.72
2. Net change by Change Orders.....	\$	\$ 331,827.40
3. Current Contract Price (Line 1 ± 2).....	\$	\$ 2,670,107.12
4. TOTAL COMPLETED AND STORED TO DATE (Column L total on Progress Estimates).....	\$	\$ 2,097,054.45
5. RETAINAGE:		
a. 5% X \$2,097,054.45 Work Completed.....	\$	\$ 104,852.73
b. 5% X _____ Stored Material.....	\$	
c. Total Retainage (Line 5.a + Line 5.b).....	\$	\$ 104,852.73
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c).....	\$	\$ 1,992,201.83
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application		\$ 1,409,928.36
8. AMOUNT DUE THIS APPLICATION.....	\$	\$ 582,273.47
9. BALANCE TO FINISH, PLUS RETAINAGE (Column N total on Progress Estimates + Line 5.c above).....	\$	\$ 719,845.29

The undersigned Contractor certifies, to the best of its knowledge, the following:

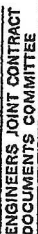
- (1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;
- (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and
- (3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

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By: Nicole Gagnon	Date: 10/23/2020
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Payment of:	\$ 582,273.47	(Line 8 or other - attach explanation of the other amount)	10/23/20	(Date)
is recommended by:		(Engineer)		
Payment of:	\$	(Line 8 or other - attach explanation of the other amount)		
is approved by:		(Owner)		(Date)
Approved by:		Funding or Financing Entity (if applicable)		(Date)

USDA
Document#



o.t.		Tow
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**Application For Payment
Change Order Summary**

1. ORIGINAL CONTRACT PRICE.....	\$	\$2,638,779.71
2. Net change by Change Order.....	\$	\$212,605.65
3. Current Contract Price (Line 1 ± 2).....	\$	\$2,850,885.37
4. TOTAL COMPLETED AND STORED TO DATE		
(Column L total on Progress Estimates).....		
5. RETAINAGE:	\$	\$2,472,886.50
a. 5% X \$2,472,886.50 Work Completed.....	\$	\$123,644.33
b. 5% X Stored Material.....	\$	
c. Total Retainage (Line 5a + Line 5b).....	\$	\$123,644.33
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c).....	\$	\$2,349,242.18
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)	\$	\$1,992,201.83
8. AMOUNT DUE THIS APPLICATION.....	\$	\$357,040.35
9. BALANCE TO FINISH, PLUS RETAINAGE.....		

((Column N total on Progress Estimates + Line 5.c above)..... \$ \$543,583.19

The undersigned Contractor certifies, to the best of its knowledge, the following:

(1) All previous progress payments received from Owner on account of Work done under the Contract shall have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;

(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment, free and clear of all Lien, security interest, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Lien, security interest, or encumbrance); and

(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

By: Nicole Garrison

Nicole Gannon is 12 years old

2/18/2020

Payment of: \$ 44,061.00 (BWD) & \$ 312,979.35 (Town)

(Line 8 or other - attach explanation of the other amount)

is recommended by: Amel A. Dowl (Date) 12/29/20
(Engineer)

Payment of: \$

is approved by:

Approved by: _____

Funding or Financing Entity (if applicable)	(Date)

Total previous BWD payments to date

1. 220,388.32 (Pratt pay app 1)
2. 468,909.31 (Pratt pay app 2)
3. 133,438.85 (Pratt pay app 3)
4. 0.00 (Pratt pay app 4)

Subtotal District payment to Pratt
to date: \$ 822,736.48

Total District payment to Pratt after this pay application: \$ 866,797.48

Total Contract value with Change Orders 1 & 2 for District: \$905,718.40

Total District amount remaining after this pay application: \$38,920.92

Application Date:

Page 3 of 4

Invoice**MILONE & MACBROOM, INC**

99 Realty Drive
Cheshire, CT 06410
203.271.1773
ap@mminc.com

Robert Peabody
Town of Bridgton, ME
3 Chase Street
Suite 1
Bridgton, ME 04009

March 27, 2020
Invoice No: 96292

Project Manager John Adams

Project 5272-07 Bridgton Lower Main Street Project - Lower Main Street, Bridgton, Maine

Professional Services for the Period: February 17, 2020 to March 13, 2020

Billing Group -08 Coordination, Additional Design Work and Additional Bid Document Preparation with Inclusion of Water

Services Rendered:

1. Communications and coordination with Sewer project designer about appropriate Rural Development Contract Language and specifications for use in the Bid documents for roadway project with Water District's Waterline project added to the design plans and Bidding Documents.
2. Multiple and numerous communication and coordination activities between MMI project roadway design staff and staff from Snowden Consulting Engineers Waterline design team.
3. Made final review of completed Waterline plans received from Snowden design team, based on review made final design changes to the roadway design plans including edits to storm drainage layout. Sent final plans to Snowden for final review to confirm that there are no utility conflicts, between sanitary sewer, storm drainage
4. Received Waterline final design plan sheets and detail sheets and for inclusion in greater Lower Main St Roadway Improvement contract plans.
5. Received final Waterline bid items and specifications for inclusion in bid document.
6. Received additional Rural Development bid documents and specifications for inclusion in project bid document.
7. Sent draft bid document and specifications to Rural development for review.
8. Received comments from Rural development which included requests to make suggested edits and ensure all rural development specifications were from the same year and consistent with latest Rural Development specifications.
9. Spent significant amount of staff time making required changes and edits and ensuring all Rural development documents were correct and consistent with latest edition. Sent final draft to Snowden Consulting engineers and Rural Development staff for final review.

Professional Personnel

	Hours	Rate	Amount
Senior Licensed Professional/Specialist	88.00	120.00	10,560.00
Engineer/Designer/Planner	54.25	85.00	4,611.25
Totals	142.25		15,171.25
Total Labor			15,171.25
Billing Group Total			\$15,171.25
Total Project Invoice Amount			\$15,171.25

Lower Main Street Reconstruction

BRIDGTON, MAINE

Recap of additional work required by MMI to complete contract documents in compliance with USDA RUS Requirements

We (MMI) started with a front end document, supplied to us by the Town (per our contract with the Town) which contained all of the contract information and general contract requirements that the Town would have needed/required - including a Notice to Contractor, Instructions To Bidders (5 pages), Bid Forms and Bid Qualification Statements, Contract Forms (Agreement) and P&P Bonds, all General Conditions (30 pages), Supplemental Conditions (including Insurance Requirements) and special provisions.

We estimated and would have been able to modify and edit this document to suit the bid requirements for the road work on Lower Main St in approximately 20 -25 hours of work – inclusive of us adding and/or writing special bid requirements. Remember this project was to generally follow MDOT Standard Specifications, particularly for all of the technical work and since the Town supplied the majority of “front end” requirements (i.e contract language, bonds and insurance forms, etc) we would have only had to modify the Notice to Bidder, Bid Form and add some language to the Special Provisions to get the Project Manual ready for bid.

The above is representative of what the Town contracted us to do for them and what MMI anticipated and expected to perform on their behalf.

However, once the RD funds/requirements (Water District project) were added to this project that completely and dramatically changed the format and complexity of the contract document requirements. For beginners, much of the language supplied to us by the Town (again per our contract with them) was not even allowed to be included in the basic contract form. We had to obtain and pull much of that information from the EJCDC forms -almost all of which needed to be revised and edited with text written specifically for this contract. We are talking about approximately twenty separate divisions and documents that each needed to be re-written with language specifically required by the funding Agency (Federal Department of Agriculture - USDA) and applicable to the combined roadway and waterline replacement projects. This included the Table of Contents, Invitation to Bid, Special Conditions, Supplementary Instruction to Bidders, Notice To Bidders, Bid Forms, Bid Bonds, Bidders Representations, Sample Notices of Award and Intent to Award, the entire Form of Agreement and Standard General Conditions (including sample pay applications and change order forms), Supplementary Conditions including all USDA Rural Service Utilities Requirements, and finally the Technical Specifications including Special Provisions.

ALL of the above information was supposed to be supplied to us in a format with all necessary edits completed for us to “just slip into” our contract documents. We were basically supplied “raw” (i.e. unedited) versions of each of the individual sections listed above and then we (MMI) needed to draft all of the required RUS language into the raw documents. The ONLY section that was supplied to us not needing any edits, additions, changes, revisions, etc was the Special Provisions (i.e. the technical

specifications) portion applicable to the Water line replacement specific work items. Other than that each and every document had to be hand crafted by us (again MMI) based on the template provided – NONE OF THIS WORKD WAS CONTRACTED FOR BY THE TOWN OR AGREED TO BE PERFORMED BY MMI ON BEHALF OF THE TOWN for this roadway reconstruction contract. All of the above work was solely and only for the Water District work (i.e. waterline replacement) due to the funding source being utilized by them that was added post road contract and ALL of the work should have been performed by their engineer and/or a representative hired by them. None of these changes were needed nor required for the Town to bid its road reconstruction project they were only need because of the waterline replacement. Once complete this finalized document needed to be sent to the RD Coordinator for approval, to which he had several comments and changes that need to addressed prior to the Town being authorized to issue this bid document.

Although I did not track this work separately I would estimate that the work described in the two paragraphs above took between 80 and 100 hours of work IN ADDITION to work we needed to perform that was contracted to us by the Town.