# Please Check the Town Website (www.bridgtonmaine.org) For Meeting Cancellation Notices.

# 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. <u>Call to Order</u>
- 2. <u>Pledge of Allegiance</u>
- 3. Workshop With Trustees of the Bridgton Water District
- 4. Adjourn

# **Town-BWD Shared Costs Reconciliation**

	Town	BWD	Notes:
BWD Final Construction	\$770,187.90		\$770,187.90 See 08/11/21 BWD Letter
Shared(\$138,460) less LED Lighting	\$135,868.00	\$135,168.00	\$135,168.00 LED Credit (BWD Pay Req #3-\$2,600)
Compaction Testing	\$9,972.40	\$9,972.40	
W&C Survey (paid)	\$10,000.00	\$10,000.00	
Paving Actual Cost	\$67,360.00	\$29,086.00	\$29,086.00 Offered by BWD 08/11/21 Letter (43%)
Pipe 6'-5' Credit		(\$10,000.00)	(\$10,000.00) Adjustment credited: See NOA 05/21/20
Milone & McBroom Invoice	\$15,171.25	\$10,000.00	
Admin Fees	\$4,530.09	\$0.00	
Sub-Total	<b>Sub-Total</b> \$1,013,089.64	\$954,414.30	
Actual Paid to Town	(\$876,797.48)	(\$896,797.48)	(\$876,797.48) (\$896,797.48) Paid to Town per BWD 04/24/21
Balance Owed Town	\$136,292.16	\$57,616.82	\$57,616.82 \$78,675.34 Difference between BWD and actual
Milone & McBroom Invoice	(\$5,171.25)		
Admin Fees	(\$4,530.09)		
Compromise Total Owed Town	\$126,590.82	\$57,616.82	\$57,616.82 \$68,974.00 Difference between BWD and actual

	Scheduled Value	Pay Req 1	Pay Red 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
							Total Payment
Town Payment			\$92,926.38	\$494,265.49	\$582,273.47	\$312,979.35	\$92,926.38 \$494,265.49 \$582,273.47 \$312,979.35 <b>\$1,482,444.69</b>
BWD Payment to Town		\$220,388.32	\$220,388.32 \$478,909.31 \$133,438.85	\$133,438.85		\$44,061.00	\$44,061.00 \$876,797.48
			inc \$10,000				

April 8, 2020

Attending:

Colin Dinsmore Robert Peabody Georgiann Fleck Boyd Snowden David Madsen Miranda Hinkley Michael Zarba Brent Bridges

John Adams

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	\$150,000
	\$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 maks 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) - Bid Alternate # 2 addition -	\$ 1,168,987.22 \$ 395,632.50	~
Subtotal	\$ 1,564,619.72	

#### District Portion

Base Bid (less shared items) -	\$ 767,550.00
Total Project Cost (less shared items)	\$ 2,332,169.72
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.
- 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, A Shund

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	Original Water District	Pay Req. #1	Pay Req. #2	Pay Req. #3	Pav Reg. #4
#	Description	Contract Value	District Value Paid		District Value Paid District Value Paid District Value Paid	District Value Paid
637.071	Dust Control	\$ 16,500.00	<del>\$</del>		\$ 6.500.00 \$	<b>&gt;</b>
652.35	Construction Signs	\$ 660.00	5	I		<b>€</b>
652.361	Maint. Of Traffic Control Devices	\$ 9,900.00	<del>\$</del>	\$ 6,000.00		
652.38	Flaggers	\$ 9,108.00	<del>5∕3</del>	<b>⇔</b>		·
652.411	LED Variable Sign	\$ 3,300.00	-	ı S		1
656.75	Temp. Soil Erosion & Water Pol. Cn \$	\$ 49,500.00	·	\$ 30,000.00		
659.10	Mobilization	\$ 49,500.00	\$	\$ 10,000.00	\$ 39,500.00	<del>S</del>
	Subtotals	\$ 138,468.00	\$	\$ 56,000.00	\$ 81,768.00	59
Total Actuall	Total Actually Spent to Date toward Shared Items	\$ 137,768.00				
Overpayment	Overpayment by District (with credit for	\$ (2,600.00)				
LED Variable Sign)	Sign)					
Note: Since the	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	ed into Town vs. District	contributions, the va	ilues shown are based i	pon the actual payme	ents by the District
for each Pay	for each Pay Application from Pratt & Sons. For Pay Req 2, for instance, the District paid 100% of the requested 20% value for the items indicated above	ay Req 2, for instance, th	e District paid 100%	of the requested 20%	value for the items in	dicated above,
because only t	because only the water main work was being performed at that time. The remainder of the District	ned at that time. The rea	nainder of the Distr	ct portion of the shared items	litems	
was paid unde	was paid under Pratt & Sons, Pay Req. #3.					

P.O. BOX 236 MECHANIC FALLS, ME 04256



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

HEAVY · HIGHWAY · UTILITY · SITEWORK

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.

Mike Zarba

Brent Bridges

Dan Ward

David Madsen

Andrew Ward

Colin Dinsmore

Miranda Hinkley Greg Savona John Adams

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 14<sup>th</sup>. All are in agreement at this time.

**Lower Main Street Reconstruction** Issue Date: February 25, 2020 Bridgton, Maine

		-			
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 - \	NATER MAIN I	RELATED ITE	MS		
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)

**PROJECT NO. 5272-06** 

Issue Date: February 25, 2020

#### Lower Main Street Reconstruction Bridgton, Maine

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) BID ALTERNATES	\$2,356,137.22
Alternate # 1 (add) Alternate # 2 (add)	\$28,450.00
Credit for no Full Depth Reclamation (deduct Item No. 308.36)	\$395,632.50
Value Engineering Items*	(\$41,940.00)
<ol> <li>Move completion date to July 2, 2021 (deduct)</li> <li>Install 4" FM w/ 4' of cover (deduct)</li> <li>Install 10" FM w/ 5' of cover (deduct)</li> <li>Eliminate Type 'A' Gravel and replace with Type</li> <li>Eliminate 6" UD and use UD pipe for main drain</li> <li>Allow minor slopee changes to drainage system</li> </ol> * Per contractors April 10, 2020 letter to the Town.	(\$10,000.00) (\$10,000.00) (\$10,000.00) (\$15,000.00) (\$15,000.00) (\$10,000.00) (\$10,000.00)

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 on actual quantities)

\$ \$2,638,279.72

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

[3] 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 [3] 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

Ву:

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@snowdenegineers.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

	Subtotal Original Contract Value	\$ 916,018.00
5.	Credit for reducing pipe bury from 6' to 5' per 4/10/20 Pratt letter	\$ (10,000.00)
	the box cut segment of Lower Main Street (as previously agreed to)	\$ 10,000.00
	Final Trench Pavement contribution from District for work within	
3.	Final Survey Cost paid by District to the Town (already paid)	\$ 10,000.00
	656.75, and 659.10, from my letter dated May 4, 2020)	
	(included Items 637.071, 652.35, 652.361, 652.38, 652.411,	,
2.	Original Agreed Upon District Portion of Shared Items	\$ 138,468.00
	(from my letter dated April 20, 2020)	Ψ / Ο / ,550.00
1.	Original Base Bid Portion (Water District Only, non-shared items)	\$ 767,550.00

#### Final Bid Value and Related Items

1.	Final Base Bid Portion (Water District only, non-shared items,	\$ 770,187.90
	after balancing of quantities)	Q 1 1 0,2 0 1.9 0

RE: Final Cost for Lower Main Stree
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Page	No	2
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2.	Final Shared Item Portion (minus LED Sign value of \$3,300)	\$ 135,168.00
3.	Final Material and Compaction Testing Cost (based upon	\$ 9,972.40
	Pratt & Sons letter to my office dated January 13, 2021, which	
	is attached)	
4.	Final Survey Cost paid by District to the Town (already paid)	\$ 10,000.00
5.	Final Trench Pavement contribution from District within the	\$ 10,000.00
	Box cut segment of Lower Main Street (as previously agreed to)	
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.
- 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 \$ 10,000.00

Subtotal of previous payments \$ 896,797.48

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 competed. 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, And Done

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
  - o 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.
  - o Bid Price for 9.5mm pavement is \$88/ton.
  - $\circ$  \$88 x 276 = \$24,288
- Binder Course
  - o 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.
  - o Bid Price for 19mm binder pavement is \$86/ton.
  - $\circ$  \$86 x 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:

- 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.
- 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:

	District paid portion of Milone & MacBroom Inv March 27, 2020	/oice dated §	10,000.00
7.	Pratt 4/10/20 letter		(10,000.00)
6.	for areas within the Box-Cut section		
5.	Final Trench Pavement contribution from the Di	strict \$	- 01000100
4.	Final Survey Cost paid by District to the Town	dr	10 000 0-
3.	Final water trench Material and Compaction Tes (based upon Pratt & Sons 1/13/21 letter)	sting Cost \$	9,972.40
2.	Final Shared Items Portion (minus LED Sign Ite of \$3,300)	m value \$	135,168.00
1.	Final Construction Amount (Water District item Non-shared items, after balancing quantities)	s only, .	770,187.90

As indicated in the Snowden April 24<sup>th</sup> 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 Parragult

Barry dilman

Wess Gorman

Cc:

Boyd Snowden Scott Emery

(Column G total on Progress Estimates + Line S.c above) ....... S Statistical 2, 417, 891, 40 220,328,32 22c,388 32 S 231,927,70 231, 927.70 2346570 Work Completed .... 5 99, 39 11,599.38 S 51168A39 S 52,638,279.72 \$ 52,638,279.72 5232,605.52 - S \$222.003.32 (Line 8 or other - attach explanation of the other ansumt) Milo ne&Macbroom/HEB (Line & or other - uttech explanation of the other amount) 7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application 5 5/8/2020 Stored Material\_\_\_\_ S ading or Pinancing Enlity (if applicable) 720,388.32 Engineer's Project No.: MMI#5272-06 220, 388,32 6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c)..... c. Total Retainage (Line Sa + Line S.b) ... 4. TOTAL COMPLETED AND STORED TO DATE 9. Balance to finish, plus retainage Contractor's Application for Payment No. 3. AMOUNT DUE THIS APPLICATION... (Column F total on Progress Estimates). Application Date: 3. Current Contract Price (Line ) #2)... Via (Eagineer): くららら 1. ORICINAL CONTRACT PRICE 2. Net change by Change Orders ... a. 5% X is recommended by: A 5% X S. RETAINAGE: is approved by: Payment of: Approved by: Payment of: 471720 - 5720720 Pratt & Sons, Inc. The azdersigned Contractor certifies, to the best of its knowledge, the following:

(Not permissus progress payments received from Contract on account of Work done under the Contract
have been applied on account to discharge Contractor legitizate obligations incurred to connection
with the Work covered by pints Applications for Payment.

(S) 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 Contract as time to payment from and clear of all
Lams, escarly interest, and encumbrances (the copy such as no covered by a boad acceptable to Contract
(3) All the Work covered by this Application for Payment is in accordance with the Contract
Contract and is not deficiely. Contractor's Project No.; Doductions Application Comfact: Period From Application For Payment Change Order Summary Additions Project: Lower Main Straet Reconstruction Town of Bridgton Contractor Signature: Pratt & 96 PARTER SHOWS THE SHORE Contractor's Certification Approved Change Orders TOTALS NET CHANGE BY CHANGE ORDERS Dynaci's Courset No.: Greg Savons Namber Owner): 0

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EICDCO C-GID Contractor's Application for Paymeen O 2015 Notional Society of Professional Beginers for EICDC. All rights reserved. Page 1 of 1

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2/2/2

	Contractor's Applic	Contractor's Application for Payment No.	2
ENGINEERS JOINT CONTRACT	Application 5/21/2020 - 7/10/2020 Period:	Application Date:	7/20/2020
Town of Bridgen	From Pratt & Sons, Inc.	Via (Engineer):	Milone&Macbroom/HEB
Project: Lower Main Street Reconstruction	Contract:		
Owner's Contract No.:	Contractor's Project No.:	Engineer's Project No.: MMI#5272-06	讲5272-06
		A	

Application For Payment

rections in red completed by Snowden on 7/28/20 AII.

All correct	Boyd Sno						\$ 92,748.63		\$ 92,748.63	782,224.01	200	561,835,69	1 856 055 7	1,000,000,1
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		(Owner)	(Date)
Contractor Signature: Pratt & Sons, Inc.			
By: Greg Savona	Approved by:	Funding or Financing Entity (if applicable)	(Date)
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EICDC® C-620 Contractor's Application for Payment © 2013 National Society of Professional Engineers for EICDC. All rights reserved. Page 1 of 1

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					All corrections in read completed by Boyd Snowden on 8/23/20 and	additional corrections on 8/29/20		2,638,720.12	1,484,135.11	74,206.76		74,206.76	1,409,928.35	182,224.01	627,704.34	1,154,585.01		BWD Portion: \$ 133,438.85	10Wn FOILION: 3 494,203.49								
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Contractor's Application for Payment No.		Via (Engineer): Milone&M		Engineer's Project No.: MMI#5272-06		1. ORIGINAL CONTRACT PRICE	***************************************	3. Current Contract Price (Line $1\pm 2$ )	TOTAL COMPLETED AND STORED TO DATE (Column F total on Progress Estimated)	1,484,135.11  X \$1,499,782.61 Work Completed	1	tainage (Line S.a +1	6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line S.c)	7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application 5.	8. AMOUNT DUE THIS APPLICATION	% BALLANCE TO FUNISH; Thus KELAUNAGE (Calumn C total on Processe Wellmates 4 Time & c shove)	(Column & total on Frogress Estumates + Line 5.c above)	627,704.34	(Line 8 or other - attach explanation of the other amount)	100	Buy Howk	(Engineer)	627,704.34	(Line 8 or other - attach explanation of the other amount)		(Owner)	Funding or Financing Entity (if applicable)
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	Application 7/11/205	From Pratt & Sons, Inc.	Contract:	Contractor's Project No.:			Deductions											be following:	it of Work done under the Contract	bligations incurred in connection wa	Work, or otherwise listed in or	s of payment tree and clear of all seed by a bond acceptable to Owner	cumbrances); and ardance with the Contract Documents			Shaper	Date: 8-/18/2020
111	MIE	of Bridgton	Lower Main Street Reconstruction		Application For Payment Change Order Summary		Additions	440.40						440.40	440.40			Contractor's Certification	1. De miner signou contractor contractor received from Owner on account of Work done under the Contract	to discharge Contractor's legitimate a whentone for Parment:	(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 or payment tree and their or all 1 year, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner.	informativing Owner against any such Lieus, security interest, or encumbrances); and (2) All the Work covered by this Application for Payment is in accordance with the Contract Documents			Contractor Strengture Pratt & Sons, Inc.	engsavour Nicole Gagnan Date: 8-11
川てころに	ENGINEERS JOINT CONTRACT	T.O.	1	Owner's Contract No.:		Annewed Change Orders	Number							TOTALS	NET CHANGE BY	CHANGE ORDERS		Contractor's Certification	(1) All previous progress pages	have been applied on account to discharge Contractor	(2) Title to all Work, materials	covered by this Application for	indemnifying Owner against a (3) All the Work covered by th	and is not defective.		Contractor Sionature: Pra	By: Greg 3890m

Application Period:	7/11/2020-8/				Application Date:								
		For (confract):		1		ľ	9						
Challendles Dade	7/11/2020-8/14/2020		¥.	Application Date:									
TEM NO.		SCHEDULED	3	_	BCHEDULED VALUE	OTY PREV.	DOLLAR VALUE OF PREV. REQ6	COMPLETED	DOLLAR VALUE OF CURR. REG	COMPLETED	COMPLETED TO-	PERCENT	BALANCE TO FINISH
	The Marie Con Water Main (Hand	730.00	હ	\$80,00	\$ 58,400,00	200	\$ 21,280.00			202	\$ 21,280.00	36.44%	\$ 37,120.00
WL-16	FERTILI PARCINGIA FOR WAYS CAME COMME			\$100.00	\$ 10,000,00	37.75	\$ 3,775.00			37.75	\$ 3,775,00	37.75%	\$6,225.00
WL-17	I residi Leage	_		\$15.00	\$ 18,450.00								\$ 18,450.00
602'09	O' DIVIDENCIANT TITLES		S C	\$50.00	\$ 10,000,00								\$ 10,000,00
203,35	CAUSTIC STORY TOWN			\$21.50	8 130.483.50			0009	\$ 129,000,00	0009	\$ 129,000.00	98.86%	\$ 1,483,50
203.20	CHRISTON DATE OF THE COLUMN TO A STATE OF THE			\$57.00	\$ 103,455,00			1000	\$ 57,000.00	1000	\$ 57,000.00	55,10%	\$ 46,455.00
304.09	ACCOR DATE CO. COLOR DE CONTROL D			239.00	\$ 161,694.00			4000	l"	0001	\$ 156,000.00	96.48%	\$ 5,894,00
304.10	ASSA SOLD COOK			•									
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8	Water Discurict												
3	Duct Bank	1	SJ *	\$ 1,087.50	Contraction of the last			-	\$ 1,067.50		\$ 1,067.50	100.00%	
	Ferrit Chres	-		2,525.00				F	\$ 2,525,00	7	\$ 2,525.00	100.00%	
	A HOO Density	H		3,450.00	\$ 3,450,00			-	\$ 3,450.00	-	\$3,450.00	100,00%	
	Balancing of water items	-	ٺ	6,622.10)									
	(does not include trench)												
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	item for water)			direction of the control of the cont									
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					C 402 022 40								
					R. 400-545.00		\$ 25,055.00		\$ 349,082.50		\$ 874,117.50	74.69%	\$ 125,427,50
_				Total	6-2,867,283,22	874	874,972.048 867,972.64	609,162,47			.484.135.11 sr., 100,702.61	55.81%	\$ 613,050.15
					\$ 2,638,720.12								1,154,585.01
USDA		,											
Document		page 3 or 4											
1	Tulu	the state of the state of	- done	***									

The contract balance does not reflect the actual balance with CO # 1 as shown on Sheet 1 of this pay app. Check this column and the balance to finish column to correct per contract values. BAS note 8/29/20

Application For Payment Change Order Summary

	1. ORIGINAL CONTRACT BOLCE	2 Not observe by Change Only	31,927.40	A TOTAL COARD DITTO AND CONCERN AND CONCERN CONCERNS CONCERNS S2,670,107,12	Column I set on December 10 DATE	S. RETAINAGE:	8. 5% X \$2 007 054 55 Wark Completed 6 6404 again	h. 5% X Channel Material of	C. Total Retsinge (Line S.a. + Line S.b.)	6. AMOUNT ELICIBLE TO BATE Cling A. I have a	TESS PREVIOUS DAVACENTS OF THE SCHOOL STANDARD S	R. AMOLINT DIE THIS ABELICATION	9 RAVANCE TO DIRECT DESCRIPTION OF THE STATE	STATES TO FINISH, FLUS KEJAINAGE
		Deductions												
Change Order Summery		Additions	\$440.40	\$2,100.00	\$29,287,00						\$31,827.40			THE PERSON NAMED IN COLUMN TWO IS NOT THE OWNER, THE OW
CONTRACTOR OF THE PARTY OF THE	Approved Change Orders	Number	-	2	3						TOTALS	NET CHANGE BY	CHANGE ORDERS	Terreton

	(Column N total on	(Column N total on Progress Estimates + Line 5.c above) \$ \$719,845.29	\$719,845.29	
Constructor'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 nave been applied on account to discharge Contractor's legitimate obligations incurred in connection with	Payment of:	\$ 582,273.47 (Line & or other - attach explanation of the other amount)	her aenount)	
DR WORK COVERED by prior Applications for Payment;  2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or yovered by this Application for Payment, will pass to Owner at time of payment free and clear of all items, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner ndemnifying Owner against any such Lients, security interest or encumbrances.	is recommended by:		10/23/20 (Date)	
3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.	Payment of:	(Line 8 or other - attach explanation of the other amount)	rer amount)	
	is approved by:	(Oumer)		
Ontractor Signature: Pratt & Sons, Inc.  Nicole Gagnbu / I Aff / Bate: 1002 Lrs.	Approved by:	( DIMO)	(Date)	
and the same		Funding or Financing Entity (if applicable)	(Date)	

\$ 37,120.00 \$ 6,225.00 \$ 16,450.00 \$ 10,000.00 \$ 12,692.00 \$ 44,689.90 BALANCE TO FINISH \$ 4,095.00 -\$ 6,622.1 -\$51,870. \$ 12,500. PERCENT COMPLETE 100.00% 100.00% 132.08% 36.44% 100.00% 100.00% 91.46% \$ 21,280.00 \$ 130,483,50 \$ 103,455,00 \$ 213,564,00 \$ 1,087.50 \$ 2,525.00 \$ 3,450.00 COMPLETED TO-\$ 479,620.00 COMPLETED TO-DATE 286 37.75 8089 1815 5476 \$ 1,483.50 \$ 46,455.00 \$ 57,584.00 DOLLAR VALUE OF CURR. REQ \$ 105,502.50 \$ 612,919.44 OTY CURR. COMPLETED DOLLAR VALUE OF PREV. REGS \$ 21,260.00 \$ 129,000.00 \$ 57,000.00 \$ 156,000.00 \$ 1,087.50 \$ 374,117.50 266 8000 4000 OTY PREV. COMPLETED \$ 58,400.00 \$ 10,000.00 \$ 18,460.00 \$ 10,000.00 \$ 130,463.50 \$ 103,455.00 \$ 103,455.00 \$ 2,525.00 \$ 3,450.00 \$ 6,922.10 \$ 1,087.50 \$ 1,200.00 \$ 12,592.00 \$ 12,500.00 SCHEDULED VALUE \$ 524,309.90 \$ 2,712,047.12 \$ 4,095.00 1,087.50 2,525.00 3,450.00 (6,622.10) EA \$ 1,200.00 EA \$ 900.00 Total UN PRICE \$100.00 \$15.00 \$50.00 \$21.50 \$35.00 UF \$ 12500 EA 900 SY 22.50 3 য র য র SCHEDULED 730.00 100.00 1,230.00 200.00 6,069.00 1,815.00 4,146.00 8/15/2020 - 10/9/2020 For (contract) Remove & Naset Ventical Curb Type I (Includes concreted 334)
Remove Pavernent Surface (left side of Insland) 1
Alter CB (Includes new Cascase frame & Grate)
Regrade Sidewells (Includes shim gavel up to § 182 Trench Pavement For Water Main (Hand
Thench Ledge
6" UNDERDRAIN TYPE B
CRUSHED STONE FILL
COMMON ECCANATION
AGGR BASE CRES - CRUSHED
AGGR SHEB COURSE - GRAVEL 8/15/2020 - 10/9/2020 DESCRIPTION Reloate Lf Base Relocate Junction Box Water District Application Period: CO3 - 609.38 RV CO3 - 202.202 RC CO3 - 604.16 AC CO3 - 608.036 RV Ilcation Perio ITEM NO. WL-16 WL-17 605.09 203.35 304.09 USDA Document

page 3 of 4

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE	ACT.	Com Application 10/10/2020 - Period:	Contractor's Applic 20 -	Contractor's Application for Payment No. 5 Application Date; 10/10/2020		
To (Owner):	Town of Bridgton	From Prett & Sons, Inc.		Via (Engineer); Milone&Machroom/HEB		
Project: Lower Main Str	Lower Main Street Reconstruction	Contract:				1
Owner's Contract No.:		Contractor's Project No.:		Engineer's Project No.: MMI#5272-06		
	Application For Payment					
Assertation Change	Change Order Summary					
Approved Change Orders	Addition		1. ORIGINAL CONTRACT PRICE	AACT PRICE \$ \$2,638,279,71		
1	\$440.40	Deductions 2.	2. Net change by Change Orders	as de course papers que a saco ser se		
2	\$212,165.25	\$	3. Current Contract Price (Line 1 ± 2)	de (Line 1 ± 2) \$ \$2,850,885,37		
			Column L total on P	•		
		5. 1	RETAINAGE:	044/4/68050		
				K \$2,472,886.50 Work Completed \$ \$123,644.33		
			b. 5% X			
			c. Total R	69		
TOTALS	\$212,605.65	1 60 6	THE PREVIOUS TO THE	- 1		
NET CHANGE BY			MODINT DITE THE	١		
CHANGE ORDERS		81.6	ALANCE TO FINE	9. BALANCE TO FINISH, PLUS RETAINAGE		
		2	Column N total on Pr	(Column N total on Progress Estimates + Line 5.c above) \$ \$543,583.19		11
Contractor's Certification					Total previous BWD payments to date	
The undersigned Contractor cer	The undersigned Contractor certifies, to the best of its knowledge, the following:		Payment of: \$	\$ 44,061.00 (BWD) & \$ 312,979.35 (Town)	1. 220,388.32 (Pratt pay app 1)	
have been applied on account to	(s) run provides progress payments received from Owner on account of Work done under the Confinct have been applied on account to discharge Contractar's legitimate obligations incurred in connectin with			(Line 8 or other - attack explanation of the other amount)		
the Work covered by prior Applications for Payment, (2) Title to all Work, materials and equipment incorp.	lications for Payment, ad equipment inconceated in said W			1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1		
Lions, security interests, and ex-	covered by this Application for Payment, will pass to Owner at time of payment free and elear of all Liens, security interests, and encounterances (except much as no convend has a few decembers).		is recommended by:	DWK / W	4. 0.00 (Pratt pay app 4)	-
indemnifying Owner against am	indemnifying Owner against any such Lieus, security interest, or entumbrances); and	morances); and		(Engineer) (Date)		
and is not deflective.	o registativement and registrate is its accord		Payment of:		Subtotal District payment to Fratt	-
				(Line 8 or other - attach explanation of the other amount)	10 date: 3 622,130.46	-
		•			Total District payment to Pratt after	-
		es si	is approved by:		this pay application: \$ 866,797.48	
Contractor Signature: Pratt & Sons, In	& Sons, Inc.			(Owner) (Date)	Total Contract value with Change	
Nicole Galgoon	School John P	TO 1000 APR	Approved by:		Orders 1 & 2 for District: \$905,718.40	
		and the same	<b>Z.</b>	runding or kinancing Entity (if applicable) (Date)	Total District amount remaining after this nay amplication: \$38,000.00	-
					נוווז למל האליוי היוטויי הלוח לצון ווווז	2000

EJCDC® C-620 Contractor's Application for Psyment
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Page 1 of 5

\$ 4860.00 \$ 6225.00 \$ 10,000.00 \$ 18.000.00 -8 1,996,80 BALANCE TO FINISH \$ 47,162.10 PERCENT 88.83% 100.00% 101.23% 100.00% 100,00% 97.56% 86.48% DOLLAN VALOR COMPLETED TO-DAXE \$ 67,360,00 \$ 120,397.60 \$ 103,455.00 8 163,890.80 \$ 1,087,50 \$ 2,625,00 \$ 3,450,00 \$ 2,472,888.50 \$ 212,185.25 COMPLETED TO DATE 842 37,75 8065 1815 4197.2 -\$ 88.00 DOLLAR VALUE OF CURR. REQ \$ 45,080.00 -\$ 49,873.20 \$ 208,286.05 \$ 212,165,25 OTY CURR. -1278.8 DOLLAR VALUE OF PREV. REGS \$ 21,280.00 \$ 3,775,00 6 130,489,50 6 103,485,00 \$ 213,684,00 \$ 1,087.60 \$ 2,525.00 \$ 3,450.00 \$ 479,620.00 8089 878 878 OTY PREV. COMPLETED \$ 40,000,00 \$ 10,000,00 \$ 10,000,00 \$ 130,463,50 \$ 109,463,50 \$ 109,463,50 \$ 1,067.50 \$ 2,525.00 \$ 3,450.00 -\$ 6,622.10 Application Date. SCHEDULED VALUE \$ 705,088.15 \$ 2,692,628.37 \$ 212,165.25 | 557 | \$40.00 | CY | \$100.00 | CY | \$20.00 | CY | \$21.50 | CY | \$21.50 | CY | \$22.00 | CY | \$23.00 1,087.50 2,525.00 3,450.00 (6,622.10) UN PRICE \$ 212,165.25 3 សិស្សិ 2 739.00 | 1 1.00.00 | 1 2.230.00 | 1 200.00 | 6,063.01 | 0 1,1815.00 | 0 4,146.00 | 0 SCHEDULED 10/102020 -For (contract): Without Displace
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page 3 of 4

Application Perfod;

#### Invoice



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	Kate	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		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.