

LEWISTON FINANCE COMMITTEE MEETING

Agenda

Finance Committee meeting, **Monday**, August 20, 2012 at **5:15** p.m. in the **Administrative Conference Room**, Lewiston City Hall.

1. Call meeting to order.
2. Review minutes of previous meeting dated August 6, 2012.
3. Recommendation from the Purchasing Director regarding award of Bid 2012-042 on the Social Services Suite Renovations.
4. Recommendation from the Purchasing Director regarding award of Bid 2012-040 on Mobile GIS Software for use by the Water/Sewer Divisions.
5. Request from the Purchasing Director to ratify the contract with Ted Berry Company for work done in compliance with Section 3.2 of the Purchasing Policy "Emergency".
6. Recommendation from the Purchasing Director regarding award of Bid 2012-024 on the East Avenue Sidewalk Improvements Project.
7. Recommendation from the Purchasing Director regarding authorization of Task Order with Gorrill-Palmer Consulting for construction monitoring services on the East Avenue Sidewalk Improvements Project.
8. Recommendation from the Purchasing Director regarding Change Order #5 to the contract with Gendron & Gendron on the Lincoln Street Reconstruction Project.
9. Request from the Purchasing Director to ratify Change Order #4 to the contract with Pike Industries on the Route 196 Resurfacing for an increase to the project completion.
10. Recommendation from the Purchasing Director regarding award of Bid 2012-044 on the ACM Abatement of 357 Sabattus Street.
11. Recommendation from the Purchasing Director regarding an extension to the contract for the purchase of road salt for the upcoming winter season.
12. Other Business
13. Adjourn

**FINANCE COMMITTEE
LEWISTON, MAINE**

**Minutes of
August 6, 2012**

PRESENT: Michael Marcotte, Paul Robinson, Councilor Mark Cayer, Councilor Doreen Christ and Stavros Mendros arrived at 5:18 p.m..

OTHERS PRESENT: Director of Budget/ Purchasing Norman Beauparlant; Public Works Director David Jones and Fleet Operation Manager Phil Brienza.

Meeting was called to order at 5:15 p.m. by the Clerk. Mr. Marcotte was elected Chairman Pro-Tem.

On motion of Ms. Christ, seconded by Mr. Robinson it was

VOTED:

(069-2012) To approve the minutes of the previous meeting dated July 16, 2012 and to accept and place them on file as presented by the Clerk.

**VOTE: 3-0-1
Mr. Cayer abstained**

Mr. Mendros joined the meeting at 5:18 p.m.

On recommendation of the Purchasing Director and on motion of Mr. Cayer, seconded by Ms. Christ it was

VOTED:

(070-2012) To award Bid 2012-038 on the Interceptor Sewer Inspection of approximately 61,000 LF of sewer interceptor, cleaning of approximately 12,200 LF of sewer interceptor and approximately 15,250 LF of by-pass pumping at a total bid price of \$85,047.50 based on estimated quantities.

VOTE: 5-0

On recommendation of the Purchasing Director and on motion of Mr. Cayer, seconded by Mr. Robinson it was

VOTED:

(071-2012) To reject both bids for the repair to the tennis courts at Franklin Pasture to allow time for consulting engineer and Franklin Pasture Committee to develop more defined specifications.

**VOTE: 4-0-1
Mr. Marcotte abstained**

FINANCE COMMITTEE MINUTES

August 6, 2012

On recommendation of the Purchasing Director and on motion of Mr. Cayer, seconded by Mr. Robinson it was

VOTED:

(072-2012) To award Bid 2012-031 on the Pierce Street Park Equipment and Shade Structure on an item by item basis to the low bidder meeting specifications as follows:

<u>Contractor</u>	<u>Items</u>	<u>Amount</u>
O'Brien & Sons Medfield MA	1	\$9,423.00
	2	964.00
	3	1,366.00
	4	<u>2,290.00</u>
		\$14,043.00
Marturano Recreation Sea Gail NJ	5 (single unit)	\$1,062.03
	6	<u>1,565.09</u>
		\$2,627.12

VOTE: 5-0

On recommendation of the Purchasing Director and on motion of Mr. Cayer, seconded by Mr. Robinson it was

VOTED:

(073-2012) To award Bid 2012-041 for a mid-sized 4X4 Utility Vehicle to Jordan Equipment, West Falmouth, Maine, at their bid price of \$63,408 and to accept the trade in allowance of \$2,250 on a 1996 John Deere 970 tractor with load for a net award of \$61,158.

VOTE: 5-0

On recommendation of the Purchasing Director and on motion of Mr. Cayer, seconded by Ms. Christ it was

VOTED:

(074-2012) To award Bid 2012-035 for the seasonal requirements of Plow Blades and Cutting Edges to H. P. Fairfield, Skowhegan, Maine, low bidder meeting specifications at their overall bid price of \$15,900.

VOTE: 5-0

FINANCE COMMITTEE MINUTES

August 6, 2012

On recommendation of the Purchasing Director and on motion of Mr. Robinson, seconded by Ms. Christ it was

VOTED:

(075-2012) To authorize Task Order #12-3113 with Summit Environmental under its Master Service contract to provide technical assistance in developing the NRPA application for the Riverside Greenway Bid Path Phase III (MDOT PIN #: 11848) in the amount not to exceed \$11,345.

VOTE: 5-0

On recommendation of the Purchasing Director and on motion of Mr. Marcotte, seconded by Ms. Christ it was

VOTED:

(076-2012) To ratify Change Order #1 to the contract with Gendron & Gendron on the Oak Street Sewer Separation Project to allow for a change in design to a conflict structure with the change resulting in a credit of (\$5,340.00) to the contract price.

VOTE: 5-0

At this time, the Purchasing Director presented two (2) Change Orders to the contract with Pike Industries on the Route 196 Resurfacing Project. The Director indicated that both Change Orders were for work on the Lisbon portion of the project and that they were approved by MDOT and have been authorized and signed.

The Purchasing Director indicated that the cost was being 100% funded by MDOT.

The Purchasing Director requested that both Change Orders be ratified as a formality because the contract for the entire project is between the City of Lewiston and Pike Industries as an MDOT locally administered project (PIN #: 19124).

On recommendation of the Purchasing Director and on motion of Mr. Cayer, seconded by Mr. Marcotte it was

VOTED:

(077-2012) To ratify Change Orders #2 and #3 to the contract with Pike Industries to allow for additional work on the Route 196 Resurfacing Project as follows:

Change Order #2	Remove 2.6 miles of shoulder & repave with 1.75" of Hot Mix Asphalt at a cost of	\$180,565.00
Change Order #3	Add 1,050 LF of curb & base pavement for future sidewalk in Lisbon at a cost of	11,202.50

VOTE: 5-0

FINANCE COMMITTEE MINUTES

August 6, 2012

At this time, the Purchasing Director asked that the Committee consider Bid 2012-043 under Other Business.

On recommendation of the Purchasing Director and on motion of Mr. Cayer, seconded by Mr. Robinson it was

VOTED:

(078-2012) To reject all bids received on Bid 2012-043 for a used midsize 4X4 SUV and to allow time for the Public Works Department to re-evaluate its needs for the proposed replacement of the 1999 Chevrolet Blazer

VOTE: 4-1
Mr. Marcotte opposed

VOTED:

To adjourn at 6:30 p.m.

Norman Beauparlant
Clerk
Finance Committee



Finance Committee

Norman J. Beuparlant
Director of Budget/Purchasing
nbeuparlant@lewistonmaine.gov



to: Finance Committee
from: Norman Beuparlant, Purchasing Director
subject: Bid 2012-042 Social Services Suite Renovations
date: August 20, 2012

The project to renovate the work area for the Social Services Department authorized by the City Council included a budget of \$200,000. The renovation project included furnishing A/E costs and office renovation construction. Bid specification and design was provided by Harriman Associates.

A pre-bid meeting held had five (5) general contractors and five (5) sub-contractors (2 – electrical; 1 – flooring, 1 mechanical and 1 plumbing) attending. Three (3) of the five (5) contractors attending the pre-bid followed up with a firm cost proposal. The bids have been evaluated by the Director of Public Buildings.

It is recommended that DiMatteo Construction, South Portland, Maine, be awarded the contract in the amount of \$79,000 for the base bid and not to accept bids for the alternate work of changing out the entrance doors.

NJB/syt



Department of Public Works
David A. Jones, Director

DATE: August 16, 2012
TO: Norm Beauparlant, Director of Budget/Purchasing
FROM: Michael Paradis, P.E., Director of Public Buildings
SUBJECT: Social Services Suite Renovation Project

I have reviewed the submitted proposals by the three bidding contractors for the project. The apparent low bidder is DiMatteo Construction Management Services, LLC of South Portland, Maine.

This would be the City's first project with DiMatteo Construction, so I asked for a list of references for completed and current projects. According to the submitted references DiMatteo projects are of high quality, completed on time and in most cases under budget. DiMatteo Construction is owned by Michael DiMatteo who has over 31 years of construction experience.

I recommend that the City award the project to DiMatteo Construction Management Services at the price of \$79,000.00.

Funding for the project will come from the following sources:

FY 2013 Lewiston Capital Improvement Program – Social Services Expansion Project- \$200,000

If you have any questions regarding this recommendation, please feel free to contact me at 513-3003 ext. 3412.

TABULATION

BID TITLE: SOCIAL SERVICES SUITE RENOVATIONS
BID #: 2012-042
MANDATORY PRE-BID: AUGUST 17, 2012 @ 10:00 A.M.
OPEN DATE/TIME: AUGUST 14, 2012 @ 2:00 P.M.
REQUESTING DEPT: PUBLIC WORKS

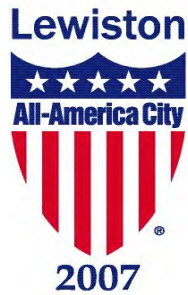
DiMatteo Construction Management	Base Bid	.....	\$79,000
South Portland ME	Add Alternate	.....	18,337
	Total Bid Price	.....	\$97,337

J. J. Welch	Base Bid	.....	\$88,300
Salem MA	Add Alternate	.....	16,500
	Total Bid Price	.....	\$104,800

P C Construction Company	Base Bid	.....	\$92,326
Portland ME	Add Alternate	.....	19,571
	Total Bid Price	.....	\$111,897

SOCIAL SERVICES SUITE RENOVATIONS PROJECT

	Original Cost Estimate	Actual Cost
Design Study: Harriman	\$ 4,600.00	\$ 4,600.00
Construction Design and Administration: Harriman	\$ 14,000.00	\$ 16,610.00
Construction	\$ 102,600.00	\$ 79,000.00
Alternate Bid Item: Furnish and Install Doors 201B and 202	Not part of original project scope	\$ -
Office Suite Furniture System	\$ 37,100.00	\$ 13,901.00
Safety Glass Partitions for five Office Suite Work Stations (Supplied by Others)	Originally part of Office Suite Furniture System	\$ 1,535.00
Stainless Steel Counter Tops for five Office Suite Work Stations (Supplied by Others)	Originally part of Office Suite Furniture System	\$ 2,025.00
New Filing Cabinet (21 new file cabinets with trade in - \$100 per unit)	Not part of original project scope	\$ 2,100.00
New Computer Monitors (6 new monitors at \$160 per unit)	Not part of original project scope	\$ 960.00
Computer and Telephone Services	To Be Determined	\$ 4,116.16
Office Chairs	Not part of original project scope	
Window Blinds	Not part of original project scope	\$ 500.00
Contingency	\$ 7,900.00	\$ 7,900.00
	\$ 166,200.00	\$ 133,247.16
FY 2012/2013 Lewiston Capital Improvement Funds		\$ 200,000.00
The three quotes for the Alternated bid for doors \$16,500, \$18,337 and \$19,571.		



Finance Committee

Norman J. Beuparlant
Director of Budget/Purchasing
nbeuparlant@lewistonmaine.gov



to: Finance Committee
from: Norman Beuparlant, Purchasing Director
subject: Bid 2012-040 Mobile GIS System
date: August 20, 2012

A single proposal was received as referenced by Kevin Gagne in his memo.

It is recommended that the award for the Mobile GIS Software be awarded to T C Technology, Carlsbad, CA, at their bid price of \$24,585, including software, implementation and training services.

NJB/syt



Department of Public Works Division of Water & Sewer



David A. Jones, P.E.
Director

Kevin A. Gagne, P.E.
Deputy Director

TO: Norman Beauparlant, Purchasing Director

FROM: Kevin A. Gagne, Deputy Director

SUBJECT: Recommended Award of Public Works Mobile Geographical Information System (GIS) (Bid no. 2012-040)

DATE: August 17, 2012

On Thursday, August 9, 2012, the City of Lewiston received one proposal package for the Mobile GIS software for Lewiston Public Works from Tadpole Cartesia Inc (TC Technologies).

The vendors on the bid list were Tadpole Cartesia Inc (TC Technologies), CDM Smith and Trimble Navigation Ltd. CDM Smith expressed interest in providing a similar product but would have required customization of software they have designed in the past. Trimble Navigation Ltd was unresponsive and ESRI declined the opportunity for a bid.

After over a year of research by Lewiston staff, into the software products available on the market GO! Sync Mobile GIS software by TC Technologies is the product that Lewiston Public Works specified in our bid. Currently Brunswick/Topsham Water District uses GO! Sync Mobile GIS for their mobile GIS needs. GO! Sync mobile GIS is the only software package designed specifically for the water, sewer & electric industry that allows laptops deployed in vehicles to collect utility GIS data in the field and then "synchronize" at night after being docked at a work station. This sync process allows new data to be imported into the GIS network and allows staff to edit and update layers. The sync process also allows the most current updated layers to get pushed out to the laptops and enables all mobile field laptops to have the most current GIS information without paying a costly wireless network through a mobile or cellular carrier.

Funding available for this software package was budgeted in water and sewer in both fiscal years 2011 and 2012 with total funding available for GIS software, a work order software, hardware and installation costs of \$54,000.

RECOMMENDATION:

Based on proposals submitted by Tadpole Cartesia Inc (TC Technologies) Lewiston Public Works recommends award of the contract for Lewiston Public Works Mobile GIS software package to Tadpole Cartesia Inc (TC Technologies) of Carlsbad, California for the bid price of \$24,585 with the option of adding additional mobile units at \$1,195 each.

If you have any questions, please feel free to call me at 513-3003, Ext. 3430.

AN EQUAL OPPORTUNITY EMPLOYER

The City of Lewiston is an EOE. For more information, please visit our website @ www.ci.lewiston.me.us and click on the Non-Discrimination Policy.

Department of Public Works • 103 Adams Ave • Lewiston, ME • 04240 • Voice Tel. 207-513-3003 • Fax 207-784-5647 •
TTY/TDD 207-513-3007 – www.ci.lewiston.me.us

Lewiston Department of Public Works

Mobile GIS Solution

Bid #: 2012-040

Bid Date: August 9, 2012 @ 2:00 p.m.

TABULATION

ESRI (Redlands CA) No Bid

TC Technology (Carlsbad CA) \$24,585

Product Code	Description	Unit \$	Qty	Total
GO! Sync Licenses				
GS_MBE_IE	GO! Sync Mapbook w/Inspection & Sketching extension w/embedded ArcGIS Engine	\$1,195.00	3	\$3,585.00
GS_MGS	GO! Sync Mobile GIS Server (includes inspection & sketching server)	3,000.00	1	3,000.00
Standard Implementation Services				
PS_STD_IE	GO! Sync Mobile GIS Standard Implementation Services (Mapbook, Inspection & Sketching)	12,000.00	1	12,000.00
PS_STD_PE	Patrol Inspection Standard Implementation Services	4,500.00	1	4,500.00
Training				
PS_TRN_USER	GO! Sync Mobile GIS End-User Training (onsite or remote training - travel expenses not included in price)	1,500.00	1	1,500.00
TOTAL				\$24,585.00
Cost for additional field units licenses or optional items or services				
GS_MBE_IE	GO! Sync Mapbook w/Inspection & Sketching extension w/embedded ArcGIS Engine			\$1,195.00



Finance Committee

Norman J. Beuparlant
Director of Budget/Purchasing
nbeuparlant@lewistonmaine.gov



to: Finance Committee
from: Norman Beuparlant, Purchasing Director
subject: Oak Street Storm Drain and Sewer Sliplining
date: August 20, 2012

Within the City Purchasing Policy Section 3.2 "Emergencies" allows for the immediate negotiated purchase of supplies and services to protect the best interest of the City. This section further indicates that the award be documented and forwarded to the Finance Committee.

The Emergency section (3.2) does not indicate that the Committee is to take action to ratify only to receive the documentation.

The memo (attached) from Jeff Beaulé, Project Engineer, describes the situation that was identified and the means used to take immediate action.

The City made the direct purchase of pipe and supplies needed. Ted Berry Company was contracted to perform the sliplining and the contractor on site, Gendron & Gendron, provided support.

The total project is estimated to be \$165,310 with the funds coming from the City's Annual Sewer Rehabilitation account. This year's allocation in the FY2013 Bond authorization is \$325,000.

NJB/syt



Department of Public Works

David A. Jones, P.E.
Director



TO: Norman Beauparlant
FROM: Jeff Beaulé, Project Engineer
DATE: 8/15/12

SUBJECT: Oak St Storm Drain and Sewer Sliplining

As Gendron and Gendron has been installing new storm drain alongside the 60 inch concrete sewer on Oak St (installed 1957), we had noticed that many of the joints were leaking. As they attempted to cross under the sewer with the new storm drain, two of the joints were leaking significantly into the trench. This was an environmental issue and safety concern for the workers in the trench.

Ted Berry was contacted and contracted to perform the sliplining work using the same pipe that was being installed for the storm drain. Ted Berry has extensive experience with this type of work. They provided a proposal which included a breakdown of their responsibilities, Gendron's support responsibilities and the City's. The City agreed to purchase all of the pipe materials directly from EJP and to have Gendron support Ted Berry on an hourly rate basis. The project contained bid prices for all of the hourly equipment and labor rates.

The sliplining is expected to be completed in about two weeks. The pipe has been installed but the service connections and grouting are ongoing. At that time, a total cost can be provided for all of Gendron's time spent in support of this extra work. The sliplining is being charged to a separate account (Sanitary Sewer Rehab) which is typically used for this type of project as problem areas show up.

AN EQUAL OPPORTUNITY EMPLOYER

The City of Lewiston is an EOE. For more information, please visit our website @ www.lewistonmaine.gov and click on the Non-Discrimination Policy.

Department of Public Works • 103 Adams Ave • Lewiston, ME • 04240 • Voice Tel. 207-513-3003 • Fax 207-784-5647 •
TTY/TDD 207-513-3007 – www.lewistonmaine.gov

TED BERRY

COMPANY Inc.

August 7, 2012

City of Lewiston, ME

Attn: Kevin Gagne

Re: Develop/Plan/Execute/Install "on fly" slipline of 60"RC Sanitary Sewer Oak St. Lewiston, ME (SCHEDULE A)

Kevin,

Please find below a breakdown of the roles and responsibilities for the 2012 Oak St. sanitary sewer replacement project, as requested. We have also provided a budgetary not to exceed cost to perform our responsibilities as outlined. Final cost will be based on Time and Materials required to complete the project on a fast track timeline.

Scope of Work

- Slipline approximately 400' of existing 60" RCP sanitary sewer located on Oak St. in Lewiston, ME.
 - Section to be replaced in between manholes 1313 and 1255
 - There are 12 active lateral connections on this section to be reconnected
 - TBCI to Develop approach, plan approach, execute and install "on fly"

Project Responsibilities

City of Lewiston, ME

- Provide a designated project coordinator
- Provide an accurate scope of work
- Provide "as build" prints of system showing ALL utilities in the work area with X,Y, Z coordinates
- Provide lateral re-instatement status (Active or Abandon) for all existing possible connections – See CCTV inspection line reports
- Provide all traffic control required per current MUTCD
- Provide all pipe and piping materials required to complete the project
- Provide T&M purchase order prior to project start
- Provide payment to "sub-contractor" Gendron & Gendron for work performed in conjunction with project.
- Provide final payment (Net 30)

Gendron & Gendron

- Provide a designated project contact
- Provide all notification to Dig Safe and non-member utilities
- Provide all excavations as required to complete the pipe bursting portion of the project. All excavations must meet the Ted Berry Trenchless Technologies Team requirements.

Industrial & Municipal Services • Robotic Pipeline Inspection • Trenchless Technologies

ph 207.897.3348 • fx 207.897.3627 • www.tedberrycorpany.com • 521 Federal Road, Livermore, ME 04253

TED BERRY

COMPANY Inc.

- Provide all pit shoring in accordance with OSHA regulations and proposed work plan
- Provide additional labor and equipment to support Ted Berry Trenchless Technologies LLC as required including but not limited to pipe handling
- Make all final service connections that may exist
- Provide pit dewatering and trench stabilization as required
- Provide all final pit restoration including but not limited to:
 - Backfilling and compaction
 - Final pavement

Ted Berry Trenchless Technologies Team LLC

- Provide a designated project manager
- Provide plan/installation of 400' of 48" Sanitite HP Pipe on fast track schedule
- Provide annular space grouting once laterals have been connected by others.
- Provide any bypassing of flows required for successful installation

Pricing

400'-48" Sliplining T&M not to exceed----- \$ 96,000.00

Sincerely,

Shawn Ready
Senior Project Manager

No job is so important and no service is so urgent that we cannot take time out to perform our work safely

Accepted by: Edward H. Barrett Title: City Administrator
Print name: Edward H. Barrett Date: 8-7-12

Please return signed copy, as well as signed construction services agreement upon acceptance of proposal.

TED BERRY

COMPANY Inc.

CONSTRUCTION SERVICES AGREEMENT

This Agreement is made on the 7th day of Aug 2012, by and between Ted Berry Trenchless LLC. ("Contractor" or "Ted Berry Trenchless LLC") of 521 Federal Road, Livermore, Maine and CITY OF LEWISTON ("Owner"), located at OAK ST., in connection with a project (the "Project") known as OAK ST SEWER SUPPLY LINE.

For the consideration set forth herein, Owner covenants and agrees with Ted Berry Trenchless LLC as follows:

1. Owner and Ted Berry Trenchless LLC agree that the materials to be furnished and work to be done by the Ted Berry Trenchless LLC on the Project are identified in Schedule A, attached hereto. In the prosecution of the work, Ted Berry Trenchless LLC agrees to employ a sufficient number of workers skilled in their trades to suitably perform the work.
2. Ted Berry Trenchless LLC agrees to commence services on or about Aug 7, 2012 for a term of 3 weeks ending approximately AUG 20, 2012. The established completion time shall be extended because of any delays not attributable to Ted Berry Trenchless LLC.
3. The price, specifications, responsibilities and conditions listed on Schedule A are satisfactory to the parties and are hereby accepted by the undersigned Owner. Ted Berry Trenchless LLC is hereby authorized to do the work as specified in Schedule A upon the conditions contained herein. Payment to Ted Berry Trenchless LLC shall be due in full within thirty (30) days of the completion of Ted Berry Trenchless LLC's work hereunder. In the event of nonpayment and/or delays in payment for services rendered hereunder, Ted Berry Trenchless LLC shall be entitled to a 1.5% monthly, compounding fee charged upon the unpaid amount. Owner agrees to pay Ted Berry Trenchless LLC for the performance of the work the sum identified in Schedule A, in current funds subject to additions and deductions for changes as may be agreed upon in writing or additions related to unforeseen conditions.
4. Ted Berry Trenchless LLC shall maintain and pay for all insurance required by the by the state in which the work is performed, including Worker's Compensation coverage as prescribed by applicable law. Owner shall maintain full insurance on the Project during the progress of the work, in its own name and that of Ted Berry Trenchless LLC.
5. Neither party to this Agreement will be liable to the other party for delays in performing the services, nor for the direct or indirect cost resulting from such delays, that may result from labor strikes, riots, war, acts of governmental authorities, extraordinary weather conditions or other natural catastrophe, or any other cause beyond the reasonable contemplation of either party.
6. Ted Berry Trenchless LLC warrants that all materials and services are free from defects in materials or workmanship and conform to the specifications of Schedule A and/or the drawings specified or furnished.
7. To the fullest extent permitted by law, Owner shall defend, indemnify and hold harmless, Ted Berry Trenchless LLC, and its respective agents, officers, employees, shareholders, and partners from and against all claims, damages, losses, expenses (including, but not limited to, attorney's fees), liabilities, interest and judgments which: (i) are attributable to injury, sickness, disease, or death or to injury or to destruction or damage to property (other than the Ted Berry Trenchless LLC's work itself) and (ii) are caused in whole or in part by any default or negligent act or omission of the Owner, its other contractors, suppliers or anyone directly or indirectly employed by Owner or anyone for whose acts Owner may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. This indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable.
8. If the Owner at anytime defaults in any of its obligations under this Subcontract, Ted Berry Trenchless LLC may, after twenty-four (24) hours written notice to the Owner and without prejudice to any other remedy Ted Berry Trenchless LLC may have: (i) provide any such labor and materials at the expense of the Owner or (ii) terminate this Subcontract and enter the Project and take possession of all materials and equipment whatsoever, including materials stored offsite, and employ any other person or persons to finish Owner's work and provide related materials. In either event, the Owner shall not be entitled to any further payments under this Subcontract until all work at the Project is completed. Ted Berry Trenchless LLC's costs (including a reasonable assessment for Ted Berry Trenchless LLC's efforts) shall be assessed against any funds due Owner from Ted Berry Trenchless LLC and Owner shall promptly pay any remaining portion of such costs to Ted Berry Trenchless LLC.
9. Ted Berry Trenchless LLC shall not be responsible for the indirect, consequential damages, or punitive damages related to rendering of its performance hereunder. Ted Berry Trenchless LLC shall not responsible for liability, loss or expense related to the rendering of or failure to render architectural, engineering or surveying professional services. Ted Berry

TED BERRY

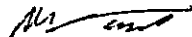
COMPANY Inc.

Trenchless LLC shall not be responsible for liability, loss or expense (including damage caused by the backup of basement sewers) where the primary or proximate cause of the claim or damage is a preexisting condition, including faulty, inadequate or defective design, construction, maintenance or repair of property or contamination of the subsurface where the condition existed prior to commencement of work. Should

10. The parties intend that this agreement shall be governed by and construed under the laws of the State of Maine, without application of the conflict-of-laws rules thereof. The parties further agree that any suit, action, or proceeding between them which concerns this agreement shall be brought and heard in federal and/or state courts in the State of Maine, and each party hereby consents to the personal jurisdiction of such courts in Maine and agrees to waive any objections to such venue, irrespective of their current or future residences.
11. If Ted Berry Trenchless LLC is required to enforce any of its rights under this agreement, including securing payment for services rendered, it shall be entitled to recover from the Owner all attorneys' fees, court costs and other expenses incurred in connection with the enforcement of those rights. If any part of any term or provision of this agreement shall be held or deemed to be invalid, inoperative or unenforceable to any extent by a court of competent jurisdiction, such circumstance shall in no way affect any other term or provision of this agreement, the application of such term or provision in any other circumstance, or the validity or enforceability of this agreement.
12. No term, covenant, or condition of this agreement or any breach thereof shall be deemed waived, unless such waiver shall be in writing and executed by the party claimed to have waived the same. This agreement represents the entire agreement and understanding between the parties with respect to the contracting services identified herein, and supersedes any prior understandings, representations, or agreements, whether verbal or written, prior to the execution of this agreement. The rule that an agreement is to be construed against the party drafting the agreement is hereby waived by the parties hereto, and shall have no applicability in construing this agreement or the terms of this agreement.

IN WITNESS HEREOF, Ted Berry Trenchless LLC and Owner, for themselves and, their successors, executors, administrators and assigns have executed this Agreement the day and year first above written.

Ted Berry Trenchless LLC

By: 
Matt Timberlake, Owner

Date: 8-7-12

Owner

By: 

Date: 8-7-12

Industrial & Municipal Services • Robotic Pipeline Inspection • Trenchless Technologies

ph 207.897.3348 • fx 207.897.3627 • www.tedberrycompany.com • 521 Federal Road, Livermore, ME 04253



Finance Committee

Norman J. Beuparlant
Director of Budget/Purchasing
nbeuparlant@lewistonmaine.gov



to: Finance Committee
from: Norman Beuparlant, Purchasing Director
subject: Bid 2012-024 East Avenue Sidewalk Improvements Project
date: August 20, 2012

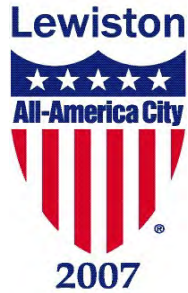
Bids will be opened on August 17, 2012 at 2:00 p.m. on the East Avenue Sidewalk Improvements Project.

The scope of the project includes the reconstruction of curb and sidewalk on the easterly side of East Avenue between Sabattus Street and Montello Street (approximately 4,855 LF of new sidewalk).

The project is funded 80/10/10 – 80% Federal Highway funds; 10% State MDOT funds; and 10% local City of Lewiston funds. The local funds are budgeted as part of the FY2013 Operation Capital funds in the Sidewalk Rehabilitation account.

It is anticipated that a recommendation of award will be made contingent upon State and Federal approval.

NJB/syt



Finance Committee

Norman J. Beuparlant
Director of Budget/Purchasing
nbeuparlant@lewistonmaine.gov



to: Finance Committee
from: Norman Beuparlant, Purchasing Director
subject: Task Order with Gorrill-Palmer Consulting Engineers on the East Avenue Sidewalk Project
date: August 20, 2012

The Task Order for Gorrill-Palmer to provide construction monitoring has been approved by Maine DOT.

The project is funded 80/10/10 as described in the previous agenda item Bid 2012-024 East Avenue Sidewalk Improvements Project.

It is requested that the Task Order with Gorrill-Palmer be authorized in the amount not to exceed \$12,180.

NJB/syt



Gorrill-Palmer Consulting Engineers, Inc.

PO Box 1237
15 Shaker Rd.
Gray, ME 04039

Engineering Excellence Since 1998

207-657-6910
FAX: 207-657-6912
E-Mail: mailbox@gorrillpalmer.com

August 16, 2012

Jeffrey Beaulé, PE
Project Engineer
City of Lewiston
Dept. of Public Works
103 Adams Ave.
Lewiston, ME 04240

RE: Proposal for Construction Monitoring Services
East Avenue Sidewalk Improvement Project
MaineDOT PIN 18204.00

Dear Jeff:

Gorrill-Palmer Consulting Engineers Inc. is pleased to present this proposal for construction observation of the East Avenue Sidewalk Improvement Project. It is our understanding that the work will begin in late August and is anticipated to be complete by November 16th. We understand you would like us to observe the project for 20 hours per week for an anticipated duration of 8 weeks similar to the Riverside Greenway project. We are proposing to assign one of our engineers with extensive observation experience, Paul Ostrowski, P.E., to the project at a discounted hourly rate. Paul has most recently completed the construction observation for portions of a major sewer project in Portland.

Construction Services

Gorrill-Palmer Consulting Engineers Inc. proposes to complete the following scope of services:

1. Attend a preconstruction meeting for the project with the MaineDOT, the Contractor, utilities, the City and other interested parties. Prior to the preconstruction meeting the contractor will need to submit a traffic control plan, bonds, insurance certificate, schedule and other documentation which we will review prior to the meeting.
2. Visit the site for a period of 20 hours per week including travel, and keep a daily log of the work progress in accordance with the MaineDOT LAP requirements. An eight week construction period is assumed. The MaineDOT requires that a field diary, construction book, a final quantities book as well as any other project documentation be properly maintained in accordance with their requirement. In addition, a weekly summary report will be prepared and e-mailed to both the City and the MaineDOT project manager as well as attending weekly meetings. This information will include construction photos and an index both electronically and in hard copy. The quantities will be measured for the project to verify the contractor's payment. For example truck slips for pavement will need to be collected as the pavement is placed and recorded in the project books. In addition to reviewing the contract's request for payment they are also required to submit items such as certified payrolls and other documentation as required by the MaineDOT specifications which we will review

Mr. Jeffrey, Beaulé
August 16, 2012
Page 2 of 2

- and file with the project documentation. Project documentation will be prepared in accordance with Federal Highway requirements in addition to MDOT LAP requirements.
3. Complete wage rate interviews as required by the MaineDOT and review the certified payroll information.
 4. It is our understanding that the level of pavement inspection for the sidewalk is just visual inspection either prior to its use, during placement or in its final destination by a certified paving inspector. Therefore we have that our NETCCP certified inspector will visit the site on occasion to review paving operations with our day to day construction observer. It should be noted that the MaineDOT is looking to obtain the temperature of each load of pavement which necessitates the need to have a construction observer on site during paving operations. In addition, it will be necessary to complete a sample of the gravel as well a several density test and concrete testing for which we will contract with a geotechnical firm such as SW Cole.
 5. Schedule and attend coordination meetings with the contractor, the City's and the MaineDOT project manager on an as needed basis. Meeting notes of the meetings will be prepared and sent to the attendees.

Gorrill-Palmer Consulting Engineers, Inc. will keep an electronic and physical record of field changes for preparation of record drawings. This will be limited to minor planimetric modifications with changes to any elevations to be provided by the contractor. In addition we will prepare the final quantities for the project and complete a check of them. We shall prepare record drawings and transmit them to MaineDOT along with our field books.

Fee

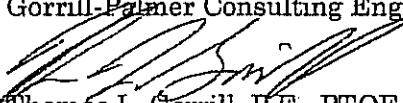
Gorrill-Palmer Consulting Engineers, Inc. will complete the project on an hourly rate of \$65 per our Inspection Agreement with the City and estimate the budget to complete the work at \$12,180 as shown on the attached spreadsheet. Our estimate is based on a construction duration of eight weeks with 20 hours per week including travel.

Closing

Our office has appreciated the opportunity to work with you on the design of the project and appreciates the opportunity to be considered for the construction observation.

Sincerely,

Gorrill-Palmer Consulting Engineers, Inc.



Thomas L. Gorrill, P.E., PTOE
President

Cost Proposal for East Avenue Construction Services PIN 18204

Gorrill-Palmer Consulting Engineers			
Task	Description	Construction Observer Estimated Hours	Total Estimated Hours
1	Preconstruction Meeting	2	2
2	Review of Shop Drawings	5	5
3	Construction Observation (Duration of construction assumed to be 8 weeks, assumes 20 hours per week including travel)	160	160
	Subtotal	167	167
	Hourly Rate		
	Subtotal	\$ 65.00	\$ 10,855.00
	<u>Expenses</u>		
	Mileage	\$ 300.00	\$ 300.00
	Printing/Copying		\$ 12.50
	Postage/Overnight Delivery		\$ 12.50
	Meals/Lodging		
	Miscellaneous		
	Geotech QA Testing		\$ 1,000.00
	Total Expenses		\$ 1,325.00
	Total Estimated Amount		\$ 12,180.00



Finance Committee

Norman J. Beuparlant
Director of Budget/Purchasing
nbeuparlant@lewistonmaine.gov



to: Finance Committee
from: Norman Beuparlant, Purchasing Director
subject: Change Order #5 to the contract with Gendron & Gendron on the Lincoln Street Reconstruction Project
date: August 20, 2012

The State contract specification with regard to pavement materials includes a formula for pay adjustments based on test results of pavement installed.

The Committee may recall that in February of this year the calculation was done on materials on the Lincoln/Locust Street project and a credit of \$10,048.32 was made to the contract.

The calculation on the Lincoln Street Project has been made by MDOT resulting in a bonus to the contractor of \$11,050.16.

The Change Order was approved by MDOT based on its calculations and it requested that the Committee approve it in the amount of \$11,050.16.

NJB/syt

CHANGE ORDER NO. 5

BID No.: 2011-031

BID DATE: 6/2/11

PROJECT Lincoln St Reconstruction – MDOT PIN 16614.00

OWNER: City of Lewiston

CONTRACTOR: Gendron and Gendron Inc.

You are directed to make the following changes in the Contract Documents.

Description: Adjustments to paving prices for asphalt escalation and pay adjustments for test results. Subtract \$3,475.60 for the asphalt escalator per the attached spreadsheet. Add \$14,525.76 for pay adjustment per section 401.221 of the Specifications and the attached spreadsheet.

Reason for Change Order: These asphalt pay adjustments are required by the specifications.

<p>CHANGE IN CONTRACT PRICE:</p> <p>Original contract Price</p> <p>\$ <u>2,047,500.00</u></p>	<p>CHANGE IN CONTRACT TIMES:</p> <p>Original Contract Times</p> <p>Substantial Completion: _____</p> <p>Ready for final payment: <u>7/31/12</u></p> <p align="right">days or dates</p>
<p>Net changes from previous Change Orders No. <u>4</u> to No. <u>4</u></p> <p>\$ <u>43,033.03</u></p>	<p>Net change from previous Change Orders No. <u> </u> to No. <u> </u></p> <p align="right">_____</p> <p align="right">days</p>
<p>Contract Price prior to this Change Order</p> <p>\$ <u>2,090,533.03</u></p>	<p>Contract Times prior to this Change Order</p> <p>Substantial Completion: _____</p> <p>Ready for final payment: <u>7/31/12</u></p> <p align="right">days or dates</p>
<p>Net Increase (decrease) of this change order</p> <p>\$ <u>11,050.16</u></p>	<p>Net Increase of this change order</p> <p align="center"><u>NONE</u></p>
<p>Contract Price with all approved Change Orders</p> <p>\$ <u>2,101,583.19</u></p>	<p>Contract Times with all approved Change Orders</p> <p>Substantial Completion: _____</p> <p>Ready for final payment: <u>7/31/12</u></p> <p align="right">days or dates</p>

RECOMMENDED:

APPROVED:

ACCEPTED:

By: _____
David A. Jones (Public Works Director)

By: _____
Edward A. Barrett (City Administrator)

By: _____
Contractor (Authorized Signature)

Date: _____

Date: _____

Date: _____

Lincoln Street Reconstruction 16614.00 Paving Summary

Asphalt price at bid opening 6/2/2011 \$ 600.00

DATE	MIX	TONS	Current asphalt price	% asphalt	Tons asphalt	Price Dif =(D5-E2)*F5
10/27/2011	403.207	1427.02	\$ 565.00	5.2%	74.20504	\$ (2,597.18)
10/28/2011	403.207	106.33	\$ 565.00	5.2%	5.52916	\$ (193.52)
11/1/2011	403.213	917.33	\$ 565.00	5.6%	51.37048	\$ (1,797.97)
11/2/2011	403.213	391.35	\$ 565.00	5.6%	21.9156	\$ (767.05)
11/7/2011	403.209	15.19	\$ 565.00	6.2%	0.94178	\$ (32.96)
11/10/2011	403.209	59.78	\$ 565.00	6.2%	3.70636	\$ (129.72)
11/11/2011	403.209	15.21	\$ 565.00	6.2%	0.94302	\$ (33.01)
11/16/2011	403.209	7.9	\$ 565.00	6.2%	0.4898	\$ (17.14)
11/18/2011	403.209	14.94	\$ 565.00	6.2%	0.92628	\$ (32.42)
11/21/2011	403.209	6.35	\$ 565.00	6.2%	0.3937	\$ (13.78)
11/30/2011	403.209	2	\$ 565.00	6.2%	0.124	\$ (4.34)
11/30/2011	403.213	20.85	\$ 565.00	5.6%	1.1676	\$ (40.87)
4/20/2012	403.209	11.98	\$ 620.00	6.2%	0.74276	\$ 14.86
5/29/2012	403.213	9.63	\$ 615.00	5.6%	0.53928	\$ 8.09
5/30/2012	403.213	71.89	\$ 615.00	5.6%	4.02584	\$ 60.39
6/8/2012	403.207	1007.49	\$ 617.50	5.2%	52.38948	\$ 916.82
6/11/2012	403.211	160.95	\$ 617.50	6.2%	9.9789	\$ 174.63
6/11/2012	403.207	169.3	\$ 617.50	5.2%	8.8036	\$ 154.06
6/12/2012	403.213	1015.3	\$ 617.50	5.6%	56.8568	\$ 994.99
6/14/2012	403.211	23.52	\$ 617.50	6.2%	1.45824	\$ 25.52
6/14/2012	403.207	119.31	\$ 617.50	5.2%	6.20412	\$ 108.57
6/27/2012	403.207	15.34	\$ 610.00	5.2%	0.79768	\$ 7.98
6/27/2012	403.209	23.16	\$ 610.00	6.2%	1.43592	\$ 14.36
6/27/2012	403.213	22.71	\$ 610.00	5.6%	1.27176	\$ 12.72
6/29/2012	403.209	8.7	\$ 610.00	6.2%	0.5394	\$ 5.39
7/3/2012	403.209	29.88	\$ 607.50	6.2%	1.85256	\$ 13.89
7/10/2012	403.209	49.42	\$ 605.00	6.2%	3.06404	\$ 15.32
7/10/2012	403.207	9	\$ 605.00	5.2%	0.468	\$ 2.34
7/13/2012	403.207	22.11	\$ 605.00	5.2%	1.14972	\$ 5.75
7/13/2012	403.209	22.17	\$ 605.00	6.2%	1.37454	\$ 6.87
7/16/2012	403.209	11.03	\$ 597.50	6.2%	0.68386	\$ (1.71)
7/16/2012	403.213	66.73	\$ 597.50	5.6%	3.73688	\$ (9.34)
7/17/2012	403.209	1.55	\$ 597.50	6.2%	0.0961	\$ (0.24)
7/19/2012	403.209	3.72	\$ 597.50	6.2%	0.23064	\$ (0.58)
7/19/2012	403.208	1038	\$ 597.50	5.6%	58.128	\$ (145.32)
7/20/2012	403.208	1062.04	\$ 597.50	5.6%	59.47424	\$ (148.69)
7/24/2012	403.209	35.73	\$ 597.50	6.2%	2.21526	\$ (5.54)
7/25/2012	403.209	15.97	\$ 597.50	6.2%	0.99014	\$ (2.48)
7/26/2012	403.208	49	\$ 597.50	5.6%	2.744	\$ (6.86)
7/27/2012	403.209	35.8	\$ 597.50	6.2%	2.2196	\$ (5.55)
7/30/2012	403.209	33.13	\$ 595.00	6.2%	2.05406	\$ (10.27)
7/30/2012	403.208	13.79	\$ 595.00	5.6%	0.77224	\$ (3.86)
7/31/2012	403.209	31.08	\$ 595.00	6.2%	1.92696	\$ (9.63)
7/31/2012	403.208	29.07	\$ 595.00	5.6%	1.62792	\$ (8.14)
						\$ (3,475.60)

401.21 Method of Measurement The Department will measure Hot Mix Asphalt Pavement by the Mg [ton] in accordance with Section 108.1 - Measurement of Quantities for Payment.

401.22 Basis of Payment The Department will pay for the work, in place and accepted, in accordance with the applicable sections of this Section, for each type of HMA specified.

The Department will pay for the work specified in Section 401.11, for the HMA used, except that cleaning objectionable material from the pavement and furnishing and applying bituminous material to joints and contact surfaces is incidental.

Payment for this work under the appropriate pay items shall be full compensation for all labor, equipment, materials, and incidentals necessary to meet all related contract requirements, including design of the JMF, implementation of the QCP, obtaining core samples, transporting cores and samples, filling core holes, applying emulsified asphalt to joints, and providing testing facilities and equipment.
The Department will make a pay adjustment for quality as specified below.

401.221 Pay Adjustment The Department will sample, test, and evaluate Hot Mix Asphalt Pavement in accordance with Section 106 - Quality and Section 401.20 - Acceptance, of this Specification.

401.222 Pay Factor (PF) The Department will use the following criteria for pay adjustment using the pay adjustment factors under Section 106.7 - Quality Level Analysis:

Density If the pay factor for Density falls below 0.80 for Method A or C or 0.86 for Method B, all of the cores will be randomly re-cut by Sublot. A new pay factor will be calculated that combines all initial and retest results. If the resulting pay factor is below 0.80 for Method A or C or below 0.86 for Method B, the entire Lot shall be removed and replaced with material meeting the specifications at no additional cost to the Department, except that the Department may, when it appears that there is a distinct pattern of defective material, isolate any defective material by investigating each mix sample sublot and require removal of defective mix sample sublots only, leaving any acceptable material in place if it is found to be free of defective material. Pay factors equal to or greater than the reject level will be paid accordingly.

Gradation For HMA evaluated under Acceptance Method A or B, the Department will determine a composite pay factor (CPF) using applicable price adjustment factors "F" from Table 9: Table of Gradation Composite "F" Factors, and Acceptance limits from Table 5: Method A Acceptance Limits, for Method A or Table 6: Method B Acceptance Limits, for Method B. The Department will not make price adjustments for gradation on Methods A and B, but will monitor them as shutdown criteria.

TABLE 9: TABLE OF GRADATION COMPOSITE "F" FACTORS (Methods A and B)

Constituent		"F" Factor			
		19 mm	12.5 mm	9.5 mm	4.75 mm
Gradation	25 mm	-	-	-	-
	19 mm	4	-	-	-
	12.5 mm		4	4	-
	9.50 mm				4
	2.36 mm	6	6	6	8
	1.18 mm				
	0.60 mm	2	2	2	2
	0.30 mm	2	2	2	2
	0.075 mm	6	6	6	8

For HMA evaluated under Acceptance Method C, the Department will determine a pay factor using acceptance limits from Table 7: Method C Acceptance Limits.

VMA, Air Voids, VFB and Fines to Effective Binder The Department will determine a pay factor (PF) using the applicable Acceptance Limits.

The following variables will be used for pay adjustment:

- PA = Pay Adjustment
- Q = Quantity represented by PF in Mg [ton]
- P = Contract price per Mg [ton]
- PF = Pay Factor

Pay Adjustment Method A

The Department will use the following criteria for pay adjustment: density, Performance Graded Asphalt Binder content, voids @N_d, VMA, VFB, F/B_{en}, and the screen sizes listed in Table 9 for the type of HMA represented in the JMF. If any single pay factor for PGAB Content, VMA, or Air Voids falls below 0.80, then the composite pay factor for PGAB Content, VMA, and Air Voids shall be 0.55.

Density: For mixes having a density requirement, the Department will determine a pay factor using Table 5: Method A Acceptance Limits:

$$PA = (\text{density PF} - 1.0)(Q)(P) \times 0.50$$

PGAB Content, VMA and Air Voids: The Department will determine a pay adjustment using Table 5: Method A Acceptance Limits as follows:

$$PA = (\text{voids @ N}_d \text{ PF} - 1.0)(Q)(P) \times 0.20 + (\text{VMA @ N}_d \text{ PF} - 1.0)(Q)(P) \times 0.20 + (\text{PGAB PF} - 1.0)(Q)(P) \times 0.10$$

VFB and Fines to Effective Binder The Department will determine a pay factor (PF) using Table 5: Method A Acceptance Limits. The Department will not make price adjustments for VFB or Fines to Effective Binder, but will monitor them as shutdown criteria.

Pay Adjustment Method B

The Department will use the following criteria for pay adjustment: density, Performance Graded Asphalt Binder content, voids @N_d, VMA, VFB, F/B_{en}, and the screen sizes listed in Table 9 for the type of HMA represented in the JMF. If any single pay factor for PGAB Content, VMA, or Air Voids falls below 0.86, then the composite pay factor for PGAB Content, VMA, and Air Voids shall be 0.70.

Density: For mixes having a density requirement, the Department will determine a pay factor using Table 6: Method B Acceptance Limits:

$$PA = (\text{density PF} - 1.0)(Q)(P) \times 0.50$$

PGAB Content, VMA and Air Voids: The Department will determine a pay adjustment using Table 6: Method B Acceptance Limits as follows:

$$PA = (\text{voids @ } N_d \text{ PF} - 1.0)(Q)(P) \times 0.20 + (\text{VMA @ } N_d \text{ PF} - 1.0)(Q)(P) \times 0.20 + (\text{PGAB PF} - 1.0)(Q)(P) \times 0.10$$

VFB and Fines to Effective Binder The Department will determine a pay factor (PF) using Table 6: Method B Acceptance Limits. The Department will not make price adjustments for VFB or Fines to Effective Binder, but will monitor them as shutdown criteria.

Pay Adjustment Method C

The Department will use density, Performance Graded Asphalt Binder content, and the percent passing the nominal maximum, 2.36 mm, 0.300 mm and 0.075 mm sieves for the type of HMA represented in the JMF. If the PGAB content falls below 0.80, then the PGAB pay factor shall be 0.55.

Density: For mixes having a density requirement, the Department will determine a pay factor using Table 7: Method C Acceptance Limits:

$$PA = (\text{density PF} - 1.0)(Q)(P) \times 0.50$$

PGAB Content and Gradation The Department will determine a pay factor using Table 7: Method C Acceptance Limits. The Department will calculate the price adjustment for Mixture Properties as follows:

$$PA = (\% \text{ Passing Nom. Max PF} - 1.0)(Q)(P) \times 0.05 + (\% \text{ passing 2.36 mm PF} - 1.0)(Q)(P) \times 0.05 + (\% \text{ passing 0.30 mm PF} - 1.0)(Q)(P) \times 0.05 + (\% \text{ passing 0.075 mm PF} - 1.0)(Q)(P) \times 0.10 + (\text{PGAB PF} - 1.0)(Q)(P) \times 0.25$$

VMA, Air Voids, VFB and Fines to Effective Binder The Department will determine a pay factor (PF) using Table 7: Method C Acceptance Limits. The Department will not make price adjustments for VMA, Air Voids, VFB or Fines to Effective Binder, but will monitor them as shutdown criteria.

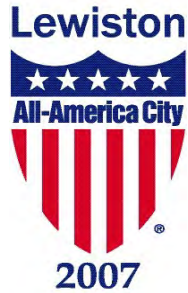
Pay Adjustment Method D

The Department will use density, Performance Graded Asphalt Binder content, and the screen sizes listed in Table 8b for the type of HMA represented in the JMF. If test results do not meet the Table 8 requirements, deducts as shown in Table 8b shall be applied to the quantity of mix represented by the test.

401.223 Process for Dispute Resolution (Methods A B & C only)

a. Dispute Resolution sampling At the time of Hot-Mix Asphalt sampling, the Department will obtain a split sample of each Acceptance test random sample for possible dispute resolution testing. The Contractor shall also obtain a split sample of the HMA at this same time. If the Contractor wishes to retain the option of requesting dispute testing of the initial Acceptance sample, the Contractor will test their split of the

Acceptance sample and shall report their results to the Resident, with a copy to the QA Engineer at the Central Laboratory in Bangor by 7:00 AM, on the second working day from time of QA sampling, otherwise dispute resolution will not be initiated. The Department's dispute resolution split sample will be properly labeled and stored for a period of not more than two weeks, or until the sample is tested.



Finance Committee

Norman J. Beuparlant
Director of Budget/Purchasing
nbeuparlant@lewistonmaine.gov



to: Finance Committee
from: Norman Beuparlant, Purchasing Director
subject: Change Order #4 to contract with Pike Industries on the Route 196 Resurfacing Project
date: August 20, 2012

Change Order #4 is a time extension of 5 days with no additional costs associated with it.

The Change Order was signed on August 10, 2012.

It is requested that the Committee ratify the Change Order at this time.

Note: Because this project is a Federal/State Highway project, any change both in money and time must be documented by Change Order.

NJB/syt

CHANGE ORDER NO. 4

BID No.: 2012-012

BID DATE: 5/15/12

PROJECT Route 196 Resurfacing (PIN 19112.00 & 19124.00)

OWNER: City of Lewiston

CONTRACTOR: Pike Industries, Inc.

You are directed to make the following changes in the Contract Documents.

Description: Extend completion date to August 20, 2012 for striping only.

Reason for Change Order: Due to quality concerns with the paint curing on freshly paved asphalt, the completion date has been extended one week to allow curing time for the pavement and washing away of residual oils from the pavement to occur prior to the striping application.

RECOMMENDED:

By: 
David A. Jones (Public Works Director)

Date: 8/9/12

APPROVED:

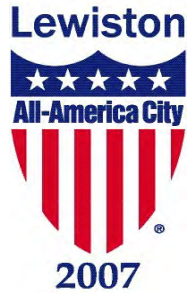
By: 
Edward A. Barrett (City Administrator)

Date: 8-10-12

ACCEPTED:

By: 
Contractor (Authorized Signature)

Date: 8/8/12



Finance Committee

Norman J. Beuparlant
Director of Budget/Purchasing
nbeuparlant@lewistonmaine.gov



to: Finance Committee
from: Norman Beuparlant, Purchasing Director
subject: Bid 2012-044 ACM Abatement: 357 Sabattus Street
date: August 20, 2012

On August 9, 2012, a pre-bid site walk was conducted to allow ACM Abatement contractors a chance to view the project and ask questions.

Bids were opened on August 16, 2012 and have been evaluated by the Purchasing Director.

It is recommended that the award be made to Atlantic Construction Services, Auburn, Maine, low bidder at their bid price of \$10,450.

NJB/syt

TABULATION

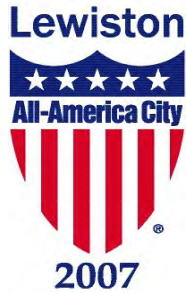
BID TITLE: ACM ABATEMENT: 357 SABATTUS STREET
BID #: 2012-044
OPEN DATE/TIME: AUGUST 16, 2012 @ 2:00 P.M.
REQUESTING DEPT: FINANCE

Atlantic Construction Services \$10,450
Auburn ME

R J Enterprises \$11,800
Brunswick ME

New Meadows Abatement \$13,600
Bath ME

BioSafe Environmental Services \$23,295
Westbrook ME



Finance Committee

Norman J. Beauparlant
Director of Budget/Purchasing
nbeauparlant@lewistonmaine.gov



to: Finance Committee
from: Norman Beauparlant, Purchasing Director
subject: Annual contract for the purchase of Road Salt for winter operations
date: August 20, 2012

Since the mid 1980's, the City of Lewiston has participated in the cooperative bid process through AVCOG (Androscoggin Valley of Governments) to bid out the seasonal road salt requirements for approximately 19 area towns that are members of AVCOG.

The last formal bid was awarded in 2009 at a price per ton of \$63.03/ton. In 2010, the contract was extended at the same per ton price and contract terms. Last year, the company offered another extension and a reduction of \$1.50 from the previous year. This offer was accepted by Lewiston and the member agencies involved.

AVCOG has been in contact with the vendor (International/ISCO – formerly Morton) and the company has again offered to extend the contract and further to reduce the per ton price by \$2.70.

Through AVCOG, a comparison of recent Maine DOT salt bid prices and towns outside of the AVCOG area have been reviewed.

The analysis clearly indicates that the reduced price of \$58.83/ton would be advantageous to the City of Lewiston.

It is therefore recommended that the contract price and terms be extended for the 2012-2013 winter season at a per ton price of \$58.83 with International/ISCO – formerly Morton Salt.

NJB/syt

Norman Beauparlant

From: Ferg Lea <flea@avcog.org>
Sent: Monday, July 16, 2012 10:41 AM
To: John Johnson (jhighway@jay-maine.org); Norman Beauparlant
Subject: salt pricing
Attachments: State bid for salt_Municipalities 2012.xls

Hi,

I sent an e-mail a couple of weeks ago indicating that the salt provider was reducing prices by \$2.70 per ton in an effort to secure our business. I initially thought we should probably bid this year, but when comparing to state pricing, this seems pretty good. I wanted to get your thoughts. I have heard from a couple of other larger users and they are ok with a renewal.

I will be out for the remainder of the week, but will be checking e-mail, so if you have thoughts on this let me know. Our prices would be \$64.25 in north and \$58.83 in the south. The Region I bid for MDOT was \$61.98. I have attached the municipal bid list from the MDOT bid. ~~Some of the towns around Augusta did pretty well on that, but generally prices are higher than the prices proposed by our vendor (International/ISCO – formerly Morton).~~

Ferg

Ferg Lea
Planning Director
AVCOG
Phone:207-783-9186
Fax: 207-783-5211

MaineDOT Salt Prices Per Region

June 30, 2009 to June 30, 2012 (Reg. 5) July 1, 2010 to June 30, 2012 (Reg. 1,2,3 & 4)

Maintenance Regions	Price/Ton	Quantity	Supplier
Region #1: Scarborough	\$64.60	17150 tons	Eastern Salt Company Inc.
Region #2: Augusta	\$62.90	14900 tons	Eastern Salt Company Inc.
Region #3: Dixfield	\$75.88	14925 tons	Harcross Chemicals
Region #4: Bangor	\$66.48	19280 tons	Harcross Chemicals
Region #5: Presque Isle	\$75.41	7590 tons	Cargill

June 30, 2010 to May 1, 2011

Maintenance Regions	Price/Ton	Quantity	Supplier
Region #1: Scarborough	\$64.60	14560 tons	Eastern Salt Company Inc.
Region #2: Augusta	\$62.90	15570 tons	Eastern Salt Company Inc.
Region #3: Dixfield	\$75.88	12870 tons	Harcross Chemicals
Region #4: Bangor	\$66.48	12845 tons	Harcross Chemicals
Region #5: Presque Isle	\$75.41	NA	Cargill

June 30, 2009 to May 1, 2010

Maintenance Regions	Price/Ton	Quantity	Supplier
Region #1: Scarborough	\$66.73	26590 tons	International Salt
Region #2: Augusta	\$67.51	14340 tons	International Salt
Region #3: Dixfield	\$79.47	8895 tons	International Salt
Region #4: Bangor	\$68.49	16550 tons	International Salt
Region #5: Presque Isle	\$75.41	12430 tons	Cargill