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PROGRAM:	Planning

State of Maine
DEPARTMENT of TRANSPORTATION
COOPERATIVE AGREEMENT

Hallowell, Maine
Water Street (Route 201) Improvement Project

FEDERAL PROJECT NUMBER: STP-1904(110)
STATE WORK IDENTIFICATION NUMBER (WIN): 019041.10

This **Agreement** is entered into by and between the State of Maine, through its Department of Transportation, hereafter referred to as “**Department**”, the City of Hallowell, through its elected officials, hereafter referred to as “**City**”, collectively hereinafter referred to as “**Parties**”, regarding a project to make improvements to Water Street (Route 201) in Hallowell, beginning at the “Snow Dump” and extending southerly 0.41 miles to the Boat Launch Entrance, hereafter referred to as “**Project**”.

Whereas, the **City** initiated this effort in response to local concerns regarding this segment of Water Street; and

Whereas, Water Street (Route 201), due to its arterial significance, is classified as Highway Corridor Priority 1 by the **Department**; and

Whereas, the **Parties** acknowledge that it is essential to preserve, improve and enhance the value of this valuable transportation asset; and

Whereas, the primary purpose of the **Project** is to improve safety, roadway geometry for on-street parking, and roadway drainage and maintain efficient flow of motorized and non-motorized traffic along Water Street while minimizing or enhancing economic, environmental and cultural impacts or opportunities; and

Whereas, this agreement incorporates the 2014 *Water Street Feasibility Study* and the *May 15, 2014, Water Street Feasibility Study PowerPoint* developed through a collaborative study process by the **Department** and the **City**; and

Now therefore, in consideration of the foregoing, the **Parties** agree to the following:

The Department agrees:

1. To be responsible for one hundred percent (100%) of the costs necessary to improve the Highway Portion of the **Project** as determined by the **Department**.

2. To be responsible for one hundred percent (100%) of the cost associated with replacing and improving the safety of the existing sidewalks and **Department** approved crosswalks, within the highway right-of-way, as part of the **Project** since reconstructing the highway portion will disturb the existing sidewalks.
3. To include the new sidewalks, pedestrian lighting, parking improvements and roof drain connections in the design of the **Project**.
4. That, as the lead agency on this **Project**, it will prepare, or cause to be prepared, construction plans and specifications for the **Project** within the scope agreed to by the **Parties** as described below, using the **Department's** standard project development process to ensure adherence to federal and state regulations, in partnership with the **City**.
5. To share information about the status of the **Project** with the **City** at the following milestones:
 - **Project** kickoff/initial team meeting/formal public contact.
 - Completion of the Preliminary Design Report ("PDR").
 - Formal public meeting.
 - Completion of the plans, specifications and estimate ("PS&E").
 - Changes in the **Project** Schedule or Engineer's Estimate.
 - Meetings of the Hallowell Highway Committee as appropriate
6. Upon completion of the PDR, the **Department** shall provide the **City** a copy of the approved PDR, including a written revised total estimated cost of the **Project**, and (if applicable) any extra work requested and funded solely by the **City**. The **City** may, at its discretion, choose not to move forward with the construction of the new sidewalks and local interest elements if the costs rise to more than twenty-five percent (25%) above the current cost estimate. Upon completion of the PDR, the **City** will be responsible for costs incurred in accordance with the Termination section of this **Agreement**.
7. To consult with the **City** before modifying the **Project** scope or financial responsibilities.
8. That only those actions approved by the City Council by affirmative vote are considered actions of the **City**.

The City agrees:

1. That the City Manager and the Hallowell Highway Committee will serve as the primary points of contact for the City of Hallowell.
2. That the **Department** will include in the design of the **Project** the new sidewalks and local interest elements as defined in the MaineDOT Local Cost Sharing Policy and, in exchange, the **City** will make a good faith effort to obtain the funds necessary to cover its share of the cost. Once the **Project** advances to the completion of a PDR, the **City** must

demonstrate that it has the funds authorized by the necessary local approval process for its share, before the **Project** reaches final design. If the **City** is unsuccessful in obtaining the necessary funding for those items, the **Project** will move forward without those elements and the **City** will be responsible for costs incurred, in accordance with the Termination section of this **Agreement**.

3. That, in accordance with the MaineDOT Local Cost Sharing Policy, it will be responsible for:
 - a. The non-federal share (20%) of the total cost of new sidewalks, including all necessary elements such as engineering, right-of-way, construction, construction engineering, and administrative cost associated therewith, unless specified otherwise.
 - b. One hundred percent (100%) of the total cost of any local interest elements such as new pedestrian lighting, landscaping, plantings, streetscape furniture, esplanades, additional or modified parking, etc. that are primarily for local community development purposes.
4. Upon request, it will participate and potentially lead appropriate sections of project team meetings, including all public involvement activities associated with this **Project**, such as discussing the **City's** continued support for this **Project**.
5. To notify the **Department** of any proposed changes in the **Project** limits of scope.

Scope of Work:

1. The scope of work as developed by the **Department** and the **City** is to implement the following project details, as practicable:
 - a) Reconstruction of the existing roadway base and shoulders to provide adequate structural composition for two 14-foot (where feasible) shared-travel lanes (one travel lane in either direction) and two 8-foot paved shoulders.
 - b) Replacement of the stormwater system.
 - c) Reconstruct the deteriorated sidewalks, within the highway right-of-way, to a standard that is ADA compliant.
 - d) Construct a new 5-foot bituminous sidewalk with bituminous curb on the east side of Water Street from the Boat Launch Exit to the end of the existing sidewalk near the Lucky Garden Restaurant to a standard that is ADA compliant.
 - e) Construct a new 7-foot brick sidewalk with granite curb on the west side of Water Street at a former driveway entrance next to Slate's Bakery to a standard that is ADA compliant.
 - f) Construct a new 7-foot brick sidewalk with granite curb on the east side of Water Street from the end of the existing sidewalk across from the Winthrop Street intersection to Front Street to a standard that is ADA compliant.

- g) Construct a new 5-foot bituminous sidewalk with granite curb on the east side of Water Street from Front Street to the Kennebec River Rail Trail near the snow dump to a standard that is ADA compliant.
 - h) Construct a curb bump-out, crosswalk and pedestrian activated signal at the new trailhead on Water Street near the snow dump to a standard that is ADA compliant.
 - i) Construct an 8' paved shoulder from Front Street to the snow dump to accommodate on-street parking.
 - j) Construct approximately seven angled (45 degree) parking spots at the snow dump.
 - k) Install 22 "Newburyport style" 55-watt LED luminaire streetlights on west side of Water Street.
 - l) Install approximately 15 underdrain outlets and check valves for various roof drains along Water Street.
2. The **Parties** understand that the scope of work outlined herein is based on the information available at the time this **Agreement** is executed and that subsequent, more detailed design work may result in a need to modify this scope.
 3. The project limits covered under this agreement include the "Snow Dump" area in the north and the boat launch entrance in the south (for a total of 0.41 miles). The final project limits will be determined at PDR in order to develop an adequate estimate for future construction funding, and in order to manage predicted construction and business impacts.

Project Cost:

1. The **Department's** planning level estimate for the total cost of the **Project** is Three Million Five Hundred and Seventy Thousand Dollars (\$3,570,000)^{1,2} in 2014 dollars, which is subject to change during the design process. The **Parties** will be responsible for their share of the costs, as described below.

Work Element	Estimated City Share		Estimated Department/Federal Share		Estimated Total Cost
	%	\$	%	\$	\$
Highway Reconstruction	0%	\$0	100%	\$3,121,600	\$3,121,600
New Sidewalks ³	20%	\$ 61,200	80%	\$ 216,800	\$ 278,000
Parking Improvements	100%	\$ 53,000	0%	\$0	\$ 53,000
Lighting	100%	\$ 110,000	0%	\$0	\$ 110,000
Roof Drains	100%	\$ 7,400	0%	\$0	\$ 7,400
Project Shares		\$ 231,600		\$3,338,400	\$3,570,000

¹ Cost does not include proposed water or sewer improvements. These costs will be borne by the utility districts.
² Cost assumes no major work restrictions.
³ Per the MaineDOT Local Cost Sharing Policy, MaineDOT will pay 80% of cost of a 5' bituminous sidewalk.

1. The City share for Preliminary Engineering will be 10% of the total local share of the estimated construction costs. The **Department** will invoice the **City** this amount at final PDR.
2. Final **City** share will be determined by actual expended **Project** totals after final closeout is complete. Any required refunds or additional costs shall be paid within thirty days of receipt of an acceptable invoice.
3. The **Department's** ability to design and ultimately construct this **Project** is subject to available state and federal transportation funding and beginning design in no way implies or guarantees construction funding of a project.
4. Additional local costs not outlined in this agreement, including, but not limited to, municipal staff resources, public engagement/outreach activities and temporary off-street parking, will be borne by the **City**.

Termination:

1. **Department** reserves the rights to postpone, suspend, abandon or otherwise terminate this **Agreement** upon thirty (30) days written notice to the **City** if:
 - a. The **City** fails to perform as required under the terms this **Agreement**, or
 - b. If the **Department** fails to receive sufficient funding.
2. In the event that the **City** takes official action to oppose the **Project** in response to potential impacts associated with construction, the **Department** reserves the right to postpone, suspend, abandon, or otherwise terminate this **Agreement** as set forth in this section. The **City** will be responsible for costs incurred in accordance with number 3 of this section. Both parties agree to work in good faith to resolve any concerns or disagreements prior to any termination decisions.
3. If the **Project** support is withdrawn, canceled, postponed, or placed on hold by the **City**, the **City** will be responsible for one hundred percent (100%) of both Federal and State expenditures incurred on the **Project**. If a portion of the **Project** is withdrawn, canceled, postponed, or placed on hold by the **Department** due to official **City** concerns, the **City** will be responsible for one hundred percent (100%) of the Federal and State expenditures incurred for that portion of the **Project**.

Miscellaneous Provisions:

1. The **Parties** acknowledge that any prior agreements, promises, or negotiations not expressly set forth in this **Agreement** are of no force or effect.
2. After the final PS&E package is prepared, the **Department** and the **City** will execute a Municipal/State Project Agreement covering **Project** advertise, award, construction and

construction engineering. Said Municipal/State Agreement will carry the financial terms outlined in Project Cost above, as well as a schedule for collection of the **City's** share of **Project** costs.

3. This **Agreement**, and all attachments, may only be modified or amended in writing and signed by duly authorized representatives of the **Parties**.
4. Notwithstanding any other provision of this **Agreement** if the State does not receive sufficient funding to fund the work described in this **Agreement**, if funding is de-appropriated, or if the State does not receive legal authority to expend funds from the Maine State Legislature or Maine courts, the **Department** is not obligated to make payment under this **Agreement**.
5. The **Department** shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the state's option to withhold for the purposes of set-off monies due the **City** up to any amounts due and owing to the **Department** with regard to this **Agreement** or any other Agreement, any other Contract with any State Department or Agency, including any Contract for a term commencing prior to the term of this **Agreement**, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The **Department** shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the **Department**, its representatives, or the State Controller.
6. To the extent permitted by law, the **City** shall indemnify, defend, and hold harmless the **Department**, its agents and employees from all claims, suits or liabilities arising from any negligent or wrongful act, error or omission by the **City**, its consultants or contractors. Nothing herein shall waive any defense immunity or limitation of liability that may be available under the Maine Tort Claims Act (14 M.R.S. Section 8101 et seq.) or any other privileges or immunities provided by law. *Any other provision to the contrary notwithstanding, this provision shall survive any termination or expiration of this Agreement.*
7. The **Parties** further agree to
 - a. Operate within the terms of this **Agreement**; and
 - b. Operate within all applicable State and Federal laws, regulations; and
 - c. Fulfill all obligations diligently; and
 - d. Cooperate in achieving the intent of this **Agreement**.
8. By signing this **Agreement**, the **City** certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency. If the **City** is unable to certify to this statement, they shall attach an explanation to this **Agreement**, and shall promptly notify the **Department** if it or its principals becomes

debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

9. This **Agreement**, once signed by the duly authorized representatives of the **Parties** to this **Agreement**, and shall remain in effect until completion of the **Project**, or until terminated under provisions of Termination section of this **Agreement**, or until superseded by a new agreement.

IN WITNESS WHEREOF, the **Parties**, for themselves, their successors and assigns, hereby execute two (2) original copies of this **Agreement** and thereby bind themselves to all covenants, terms, and obligations contained herein effective on the date last signed by the **Department**.

CITY OF HALLOWELL

Signed By: Michael L. Starn Date: 8-12-14
Michael L. Starn, City Manager

I certify that foregoing signature is true and accurate. I further certify – pursuant to 10 M.R.S.A. §9407 and §9502 – that the signature, if electronic: (a) is intended to have the same force as my manual signature; (b) is unique to me; (c) is capable of verification; and (d) is under my sole control.

STATE OF MAINE, DEPARTMENT OF TRANSPORTATION

Signed By: Herb Thomson Date: 8/13/14
Herb Thomson, Director Bureau of Planning

I certify that foregoing signature is true and accurate. I further certify – pursuant to 10 M.R.S.A. §9407 and §9502 – that the signature, if electronic: (a) is intended to have the same force as my manual signature; (b) is unique to me; (c) is capable of verification; and (d) is under my sole control.